

特定商取引に関する法律 Act on Specified Commercial Transactions

(昭和五十一年六月四日法律第五十七号)
(Act No. 57 of June 4, 1976)

目次

Table of Contents

第一章 総則 (第一条)

Chapter I General Provisions (Article 1)

第二章 訪問販売、通信販売及び電話勧誘販売

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

第一節 定義 (第二条)

Section 1 Definitions (Article 2)

第二節 訪問販売 (第三条—第十条)

Section 2 Door-to-Door Sales (Articles 3 to 10)

第三節 通信販売 (第十一条—第十五条の二)

Section 3 Mail Order Sales (Articles 11 to 15-2)

第四節 電話勧誘販売 (第十六条—第二十五条)

Section 4 Telemarketing Sales (Articles 16 to 25)

第五節 雑則 (第二十六条—第三十二条の二)

Section 5 Miscellaneous Provisions (Articles 26 to 32-2)

第三章 連鎖販売取引 (第三十三条—第四十条の三)

Chapter III Multilevel Marketing Transactions (Articles 33 to 40-3)

第四章 特定継続的役務提供 (第四十一条—第五十条)

Chapter IV Provision of Specified Continuous Services (Articles 41 to 50)

第五章 業務提供誘引販売取引 (第五十一条—第五十八条の三)

Chapter V Business Opportunity Sales Transactions (Articles 51 to 58-3)

第五章の二 差止請求権 (第五十八条の四—第五十八条の十)

Chapter V-2 Right to Demand Injunction (Articles 58-4 to 58-10)

第六章 雑則 (第五十九条—第六十九条)

Chapter VI Miscellaneous Provisions (Articles 59 to 69)

第七章 罰則 (第七十条—第七十六条)

Chapter VII Penal Provisions (Articles 70 to 76)

附則

Supplementary Provisions

第一章 総則

Chapter I General Provisions

(目的)

(Purpose)

第一条 この法律は、特定商取引（訪問販売、通信販売及び電話勧誘販売に係る取引、連鎖販売取引、特定継続的役務提供に係る取引並びに業務提供誘引販売取引をいう。以下同じ。）を公正にし、及び購入者等が受けることのある損害の防止を図ることにより、購入者等の利益を保護し、あわせて商品等の流通及び役務の提供を適正かつ円滑にし、もつて国民経済の健全な発展に寄与することを目的とする。

Article 1 The purpose of this Act is to protect the interests of purchasers, etc. and cause the distribution of goods, etc. and provision of services to be appropriate and smooth by ensuring fairness in Specified Commercial Transactions (transactions arising from Door-to-Door Sales, Mail Order Sales, and Telemarketing Sales, Multilevel Marketing Transactions, transactions arising from the Provision of Specified Continuous Services, and Business Opportunity Sales Transactions; hereinafter the same) and preventing damages that may be caused to the purchasers, etc. , so as to contribute to the sound development of the national economy.

第二章 訪問販売、通信販売及び電話勧誘販売

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

第一節 定義

Section 1 Definitions

(定義)

(Definitions)

第二条 この章及び第五十八条の四第一項において「訪問販売」とは、次に掲げるものをいう。

Article 2 (1) The term "Door-to-Door Sales" as used in this Chapter and in Article 58-4, paragraph (1) means the following:

一 販売業者又は役務の提供の事業を営む者（以下「役務提供事業者」という。）が営業所、代理店その他の主務省令で定める場所（以下「営業所等」という。）以外の場所において、売買契約の申込みを受け、若しくは売買契約を締結して行う商品若しくは指定権利の販売又は役務を有償で提供する契約（以下「役務提供契約」という。）の申込みを受け、若しくは役務提供契約を締結して行う役務の提供

(i) the sale of goods or Designated Rights or the provision of services for which the seller or the party engaged in the business of providing the services (hereinafter referred to as a "Service Provider") has received an offer for a sales contract or a contract to provide services in exchange for payment (hereinafter referred to as a "Service Contract"), or for which the seller or Service Provider has concluded a sales contract or a Service Contract, at a place other than a business office, agency office, or any other place specified by ordinance of the competent ministry (hereinafter referred to as a

"Business Office, etc."); and

二 販売業者又は役務提供事業者が、営業所等において、営業所等以外の場所において呼び止めて営業所等に同行させた者その他政令で定める方法により誘引した者（以下「特定顧客」という。）から売買契約の申込みを受け、若しくは特定顧客と売買契約を締結して行う商品若しくは指定権利の販売又は特定顧客から役務提供契約の申込みを受け、若しくは特定顧客と役務提供契約を締結して行う役務の提供

(ii) the sale of goods or Designated Rights or the provision of services for which the seller or Service Provider has received an offer for a sales contract or Service Contract at a Business Office, etc. from a person whom he/she stopped and caused to follow him/her or whom he/she induced away from a place that is not a Business Office, etc. by any other means specified by Cabinet Order (such person is hereinafter referred to as a "Specified Customer"), or for which the seller or Service Provider has concluded a sales contract or a Service Contract at a Business Office, etc. and with a Specified Customer.

2 この章及び第五十八条の五において「通信販売」とは、販売業者又は役務提供事業者が郵便その他の主務省令で定める方法（以下「郵便等」という。）により売買契約又は役務提供契約の申込みを受けて行う商品若しくは指定権利の販売又は役務の提供であつて電話勧誘販売に該当しないものをいう。

(2) The term "Mail Order Sales" as used in this Chapter and in Article 58-5 means the sale of goods or Designated Rights or the provision of services for which the seller or Service Provider has received an offer for a sales contract or Service Contract by postal mail or by any other means specified by ordinance of the competent ministry (hereinafter referred to as "Postal Mail, etc."), and that does not fall under the category of Telemarketing Sales.

3 この章及び第五十八条の六第一項において「電話勧誘販売」とは、販売業者又は役務提供事業者が、電話をかけ又は政令で定める方法により電話をかけさせ、その電話において行う売買契約又は役務提供契約の締結についての勧誘（以下「電話勧誘行為」という。）により、その相手方（以下「電話勧誘顧客」という。）から当該売買契約の申込みを郵便等により受け、若しくは電話勧誘顧客と当該売買契約を郵便等により締結して行う商品若しくは指定権利の販売又は電話勧誘顧客から当該役務提供契約の申込みを郵便等により受け、若しくは電話勧誘顧客と当該役務提供契約を郵便等により締結して行う役務の提供をいう。

(3) The term "Telemarketing Sales" as used in this Chapter and in Article 58-6, paragraph (1) means the sale of goods or Designated Rights or the provision of services for which the seller or Service Provider telephoned a person or caused a person to telephone him/her by a means specified by Cabinet Order, during which telephone call the seller or Service Provider solicited the person to conclude a sales contract or a Service Contract (hereinafter referred to as the "Act of Telemarketing"), due to which said seller or Service Provider received the relevant offer of a sales contract or Service Contract from the person he/she

was soliciting (hereinafter referred to as a "Telemarketing Target") by Postal Mail, etc. , or due to which the seller or Service Provider concluded such a sales contract or Service Contract with the Telemarketing Target via Postal Mail, etc.

4 この章並びに第五十八条の五及び第六十七条第一項において「指定権利」とは、施設を利用し又は役務の提供を受ける権利のうち国民の日常生活に係る取引において販売されるものであつて政令で定めるものをいう。

(4) As used in this Chapter and in Article 58-5 and Article 67, paragraph (1), the term "Designated Rights" means, among the rights to use facilities and equipment and to be provided services, those that are sold during transactions that arise in the daily lives of the people and that are specified by Cabinet Order.

第二節 訪問販売

Section 2 Door-to-Door Sales

(訪問販売における氏名等の明示)

(Clear Indication of Name, etc. in Door-to-Door Sales)

第三条 販売業者又は役務提供事業者は、訪問販売をしようとするときは、その勧誘に先立って、その相手方に対し、販売業者又は役務提供事業者の氏名又は名称、売買契約又は役務提供契約の締結について勧誘をする目的である旨及び当該勧誘に係る商品若しくは権利又は役務の種類を明らかにしなければならない。

Article 3 When a seller or a Service Provider seeks to conduct Door-to-Door Sales, he/she shall clearly indicate to the counterparty, prior to solicitation, the name of the seller or the Service Provider, the fact that his/her purpose is to solicit the conclusion of a sales contract or a Service Contract, and the type of goods, rights, or services connected with said solicitation.

(契約を締結しない旨の意思を表示した者に対する勧誘の禁止等)

(Prohibition against Soliciting a Contract from a Person Who Has Manifested the Intention Not to Conclude One, etc.)

第三条の二 販売業者又は役務提供事業者は、訪問販売をしようとするときは、その相手方に対し、勧誘を受ける意思があることを確認するよう努めなければならない。

Article 3-2 (1) When a seller or a Service Provider seeks to conduct Door-to-Door Sales, he/she shall endeavor to confirm that the counterparty is willing to be solicited.

2 販売業者又は役務提供事業者は、訪問販売に係る売買契約又は役務提供契約を締結しない旨の意思を表示した者に対し、当該売買契約又は当該役務提供契約の締結について勧誘をしてはならない。

(2) No seller or Service Provider shall solicit the conclusion of a sales contract or a Service Contract through Door-to-Door Sales from a person who has manifested the intention not to conclude such a sales contract or Service

Contract.

(訪問販売における書面の交付)

(Delivery of Documents in Door-to-Door Sales)

第四条 販売業者又は役務提供事業者は、営業所等以外の場所において商品若しくは指定権利につき売買契約の申込みを受け、若しくは役務につき役務提供契約の申込みを受けたとき又は営業所等において特定顧客から商品若しくは指定権利につき売買契約の申込みを受け、若しくは役務につき役務提供契約の申込みを受けたときは、直ちに、主務省令で定めるところにより、次の事項についてその申込みの内容を記載した書面をその申込みをした者に交付しなければならない。ただし、その申込みを受けた際その売買契約又は役務提供契約を締結した場合においては、この限りでない。

Article 4 When a seller or a Service Provider has received an offer for a sales contract for goods or Designated Rights or a Service Contract for services at a place other than a Business Office, etc. , or has received an offer for a sales contract for goods or Designated Rights or a Service Contract for services at a Business Office, etc. and from a Specified Customer, the seller or the Service Provider shall immediately deliver a document containing the details of the offer to the person who made the offer with respect to the following pieces of information pursuant to the provisions of ordinance of the competent ministry; provided, however, that this does not apply when the seller or the Service Provider has concluded the sales contract or the Service Contract upon receiving the offer:

一 商品若しくは権利又は役務の種類

(i) the type of goods, rights, or services;

二 商品若しくは権利の販売価格又は役務の対価

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

三 商品若しくは権利の代金又は役務の対価の支払の時期及び方法

(iii) the timing of payment and means of paying the charges for the goods or rights or the consideration for the services;

四 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

(iv) the time at which the goods will be delivered, the time at which the rights will be transferred, or the time at which the services will be provided;

五 第九条第一項の規定による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（第二十六条第三項又は第四項の規定の適用がある場合にあつては、同条第三項又は第四項の規定に関する事項を含む。）を含む。）

(v) information about withdrawing the offer for the sales contract or Service Contract or about cancelling the sales contract or Service Contract under the provisions of Article 9, paragraph (1) (including information under the provisions of paragraphs (2) through (7) of the same Article (where the provisions of Article 26, paragraph (3) or (4) apply, this includes information

under the provisions of paragraph (3) or (4) of the same Article)); and
六 前各号に掲げるもののほか、主務省令で定める事項
(vi) in addition to what is set forth in the preceding items, any other
information specified by ordinance of the competent ministry.

第五条 販売業者又は役務提供事業者は、次の各号のいずれかに該当するときは、次項に規定する場合を除き、遅滞なく（前条ただし書に規定する場合に該当するときは、直ちに）、主務省令で定めるところにより、同条各号の事項（同条第五号の事項については、売買契約又は役務提供契約の解除に関する事項に限る。）についてその売買契約又は役務提供契約の内容を明らかにする書面を購入者又は役務の提供を受ける者に交付しなければならない。

Article 5 (1) When a seller or a Service Provider falls under any of the following items, he/she shall, except in the cases prescribed in the following paragraph, deliver to the purchaser or the service recipient a document that clarifies the details of the sales contract or the Service Contract with respect to the pieces of information referred to in the respective items of the preceding Article (limited to information about the cancellation of the sales contract or Service Contract with respect to the information referred to in item (v) of the same Article) without delay (or immediately, under the case prescribed in the proviso to the same Article), pursuant to the provisions of ordinance of the competent ministry:

一 営業所等以外の場所において、商品若しくは指定権利につき売買契約を締結したとき又は役務につき役務提供契約を締結したとき（営業所等において特定顧客以外の顧客から申込みを受け、営業所等以外の場所において売買契約又は役務提供契約を締結したときを除く。）。

(i) when the seller or the Service Provider has concluded a sales contract for goods or Designated Rights or a Service Contract for services at a place other than a Business Office, etc. (excluding where he/she received the offer at a Business Office, etc., from a customer who is not a Specified Customer, and concluded the sales contract or Service Contract at a place other than a Business Office, etc.);

二 営業所等以外の場所において商品若しくは指定権利又は役務につき売買契約又は役務提供契約の申込みを受け、営業所等においてその売買契約又は役務提供契約を締結したとき。

(ii) when the seller or the Service Provider has received an offer for a sales contract for goods or Designated Rights or Service Contract for services at a place other than a Business Office, etc. and concluded the sales contract or Service Contract at a Business Office, etc. ; and

三 営業所等において、特定顧客と商品若しくは指定権利につき売買契約を締結したとき又は役務につき役務提供契約を締結したとき。

(iii) when the seller or the Service Provider has concluded a sales contract for

goods or Designated Rights or a Service Contract for services at a Business Office, etc. and with a Specified Customer.

2 販売業者又は役務提供事業者は、前項各号のいずれかに該当する場合において、その売買契約又は役務提供契約を締結した際に、商品を引き渡し、若しくは指定権利を移転し、又は役務を提供し、かつ、商品若しくは指定権利の代金又は役務の対価の全部を受領したときは、直ちに、主務省令で定めるところにより、前条第一号及び第二号の事項並びに同条第五号の事項のうち売買契約又は役務提供契約の解除に関する事項その他主務省令で定める事項を記載した書面を購入者又は役務の提供を受ける者に交付しなければならない。

(2) Where a seller or a Service Provider falls under any of the items in the preceding paragraph and, upon concluding a sales contract or the Service Contract, he/she has delivered the goods, transferred the Designated Rights, or provided the services and has received the total amount of the charges for the goods or Designated Rights or the consideration for the services, he/she shall, pursuant to the provisions of ordinance of the competent ministry, immediately deliver to the purchaser or the service recipient a document containing the information referred to in items (i) and (ii) of the preceding Article, the portion of the information referred to in item (v) of the same Article that is about cancelling the sales contract or Service Contract, and any information specified by ordinance of the competent ministry.

(禁止行為)

(Prohibited Conduct)

第六条 販売業者又は役務提供事業者は、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勧誘をするに際し、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を妨げるため、次の事項につき、不実のことを告げる行為をしてはならない。

Article 6 (1) No seller or Service Provider shall misrepresent the following information, either in soliciting the conclusion of a sales contract or Service Contract through Door-to-Door Sales, in order to prevent the withdrawal of an offer for a sales contract or Service Contract arising from Door-to-Door Sales, or in order to prevent the cancellation of such a contract:

一 商品の種類及びその性能若しくは品質又は権利若しくは役務の種類及びこれらの内容その他これらに類するものとして主務省令で定める事項

(i) the type of goods and their performance or quality, the type of rights or services, the details thereof, and other similar information specified by ordinance of the competent ministry;

二 商品若しくは権利の販売価格又は役務の対価

(ii) the selling price of the goods or rights, or the consideration for the services;

三 商品若しくは権利の代金又は役務の対価の支払の時期及び方法

(iii) the timing of payment and means of paying the charges for the goods or

rights or the consideration for the services;

四 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

(iv) the time at which the goods will be delivered, the time at which the rights will be transferred, or the time at which the services will be provided;

五 当該売買契約若しくは当該役務提供契約の申込みの撤回又は当該売買契約若しくは当該役務提供契約の解除に関する事項（第九条第一項から第七項までの規定に関する事項（第二十六条第三項又は第四項の規定の適用がある場合にあっては、同条第三項又は第四項の規定に関する事項を含む。）を含む。）

(v) information about withdrawing the offer for the sales contract or Service Contract or about cancelling the sales contract or Service Contract (including information under the provisions of Article 9, paragraphs (1) through (7) (where the provisions of Article 26, paragraph (3) or (4) apply, this includes information under the provisions of paragraph (3) or (4) of the same Article));

六 顧客が当該売買契約又は当該役務提供契約の締結を必要とする事情に関する事項

(vi) information about any circumstances that make it necessary for the customer to conclude the sales contract or Service Contract; and

七 前各号に掲げるもののほか、当該売買契約又は当該役務提供契約に関する事項であつて、顧客又は購入者若しくは役務の提供を受ける者の判断に影響を及ぼすこととなる重要なもの

(vii) in addition to what is set forth in the preceding items, any material information about the sales contract or Service Contract that would affect the decision of the customer, purchaser, or service recipient.

2 販売業者又は役務提供事業者は、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に際し、前項第一号から第五号までに掲げる事項につき、故意に事実を告げない行為をしてはならない。

(2) No seller or Service Provider shall intentionally fail to disclose facts with respect to the information listed in items (i) through (v) of the preceding paragraph in soliciting the conclusion of a sales contract or Service Contract through Door-to-Door Sales.

3 販売業者又は役務提供事業者は、訪問販売に係る売買契約若しくは役務提供契約を締結させ、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を妨げるため、人を威迫して困惑させてはならない。

(3) No seller or Service Provider shall use intimidation to overwhelm a person in order to cause him/her to conclude a sales contract or Service Contract during Door-to-Door Sales, in order to prevent him/her from withdrawing his/her offer of a sales contract or Service Contract arising from Door-to-Door Sales, or in order to prevent him/her from canceling such a contract.

4 販売業者又は役務提供事業者は、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のものであることを告げずに営業所等以外の場所において呼び止めて同行させることその他政令で定める方法により誘引した者に対し、公衆の出入りする場所以外の場所において、当該売買契約又は当該役務提供契約の締結につい

て勧誘をしてはならない。

(4) No seller or Service Provider shall solicit the conclusion of a sales contract or a Service Contract through Door-to-Door Sales other than in a place into and out of which the general public comes and goes, from a person whom the seller or Service Provider has stopped and caused to follow him/her or whom he/she has by any other means specified by Cabinet Order induced away from a place that is not a Business Office, etc. , without informing the person that the purpose for doing so is to solicit such a sales contract or Service Contract.

(合理的な根拠を示す資料の提出)

(Submission of Materials Showing Reasonable Grounds)

第六条の二 主務大臣は、前条第一項第一号に掲げる事項につき不実のことを告げる行為をしたか否かを判断するため必要があると認めるときは、当該販売業者又は当該役務提供事業者に対し、期間を定めて、当該告げた事項の裏付けとなる合理的な根拠を示す資料の提出を求めることができる。この場合において、当該販売業者又は当該役務提供事業者が当該資料を提出しないときは、次条及び第八条第一項の規定の適用については、当該販売業者又は当該役務提供事業者は、同号に掲げる事項につき不実のことを告げる行為をしたものとみなす。

Article 6-2 When the competent minister finds it necessary for determining whether or not a seller or Service Provider has misrepresented the information prescribed in paragraph (1), item (i) of the preceding Article, he/she may require the seller or Service Provider to submit materials showing reasonable grounds to support the information he/she conveyed to the counterparty, within a specified period. With regard to the application of the provisions of the following Article or Article 8, paragraph (1) in such a case, when a seller or Service Provider has failed to submit such materials, he/she is deemed to have misrepresented the information prescribed in that item.

(指示)

(Instruction)

第七条 主務大臣は、販売業者又は役務提供事業者が第三条、第三条の二第二項若しくは第四条から第六条までの規定に違反し、又は次に掲げる行為をした場合において、訪問販売に係る取引の公正及び購入者又は役務の提供を受ける者の利益が害されるおそれがあると認めるときは、その販売業者又は役務提供事業者に対し、必要な措置をとるべきことを指示することができる。

Article 7 Where a seller or a Service Provider has violated any of the provisions of Article 3, Article 3-2, paragraph (2) or Articles 4 through 6, or has engaged in any of the following conduct, when the competent minister finds that the conduct is likely to prejudice the fairness of a transaction arising from Door-to-Door Sales or the interests of the purchaser or the service recipient, he/she may instruct the seller or the Service Provider to take any necessary measures:

一 訪問販売に係る売買契約若しくは役務提供契約に基づく債務又は訪問販売に係る売買契約若しくは役務提供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。

(i) refusing to perform or unjustly delaying performance of the obligations under a sales contract or Service Contract arising from Door-to-Door Sales or the obligations that occur through cancellation of a sales contract or Service Contract arising from Door-to-Door Sales in whole or in part;

二 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勧誘をするに際し、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を妨げるため、当該売買契約又は当該役務提供契約に関する事項であつて、顧客又は購入者若しくは役務の提供を受ける者の判断に影響を及ぼすこととなる重要なもの（第六条第一項第一号から第五号までに掲げるものを除く。）につき、故意に事実を告げないこと。

(ii) intentionally failing to disclose any material information about a sales contract or Service Contract that would affect the decision of the customer, the purchaser, or the service recipient (excluding the information listed in Article 6, paragraph (1), items (i) through (v)) in soliciting the conclusion of a sales contract or a Service Contract through Door-to-Door Sales, in order to prevent the withdrawal of an offer for a sales contract or Service Contract arising from Door-to-Door Sales, or in order to prevent the cancellation of such a contract;

三 正当な理由がないのに訪問販売に係る売買契約であつて日常生活において通常必要とされる分量を著しく超える商品の売買契約の締結について勧誘することその他顧客の財産の状況に照らし不相当と認められる行為として主務省令で定めるもの

(iii) soliciting, the conclusion of a sales contract through Door-to-Door Sales for goods of a quantity that considerably exceeds what is normally required in daily life, without justifiable grounds, or any other conduct specified by ordinance of the competent ministry as conduct that is found to be inappropriate in light of the status of the customer's property; and

四 前三号に掲げるもののほか、訪問販売に関する行為であつて、訪問販売に係る取引の公正及び購入者又は役務の提供を受ける者の利益を害するおそれがあるものとして主務省令で定めるもの

(iv) in addition to what is set forth in the preceding three items, conduct connected with Door-to-Door Sales that is specified by ordinance of the competent ministry as being likely to prejudice the fairness of a transaction arising from Door-to-Door Sales and the interests of the purchaser or the service recipient.

(業務の停止等)

(Suspension of Business, etc.)

第八条 主務大臣は、販売業者若しくは役務提供事業者が第三条、第三条の二第二項若

しくは第四条から第六条までの規定に違反し若しくは前条各号に掲げる行為をした場合において訪問販売に係る取引の公正及び購入者若しくは役務の提供を受ける者の利益が著しく害されるおそれがあると認めるとき、又は販売業者若しくは役務提供事業者が同条の規定による指示に従わないときは、その販売業者又は役務提供事業者に対し、一年以内の期間を限り、訪問販売に関する業務の全部又は一部を停止すべきことを命ずることができる。

Article 8 (1) Where a seller or Service Provider has violated any of the provisions of Article 3, Article 3-2, paragraph (2), or Articles 4 through 6 or has engaged in any of the conduct listed in the items of the preceding Article, if the competent minister finds that the conduct is likely to significantly prejudice the fairness of a transaction arising from Door-to-Door Sales and the interests of the purchaser or the service recipient, or if the seller or the Service Provider has failed to follow the instructions under the provisions of the same Article, the competent minister may order the seller or Service Provider to suspend those of his/her business activities that are connected with Door-to-Door Sales in whole or in part, during a specified period of no longer than one year.

2 主務大臣は、前項の規定による命令をしたときは、その旨を公表しなければならない。

(2) When the competent minister has issued an order pursuant to the provisions of the preceding paragraph, he/she shall issue a public announcement to that effect.

(訪問販売における契約の申込みの撤回等)

(Withdrawal/Cancellation of a Contract in Door-to-Door Sales)

第九条 販売業者若しくは役務提供事業者が営業所等以外の場所において商品若しくは指定権利若しくは役務につき売買契約若しくは役務提供契約の申込みを受けた場合若しくは販売業者若しくは役務提供事業者が営業所等において特定顧客から商品若しくは指定権利若しくは役務につき売買契約若しくは役務提供契約の申込みを受けた場合におけるその申込みをした者又は販売業者若しくは役務提供事業者が営業所等以外の場所において商品若しくは指定権利若しくは役務につき売買契約若しくは役務提供契約を締結した場合（営業所等において申込みを受け、営業所等以外の場所において売買契約又は役務提供契約を締結した場合を除く。）若しくは販売業者若しくは役務提供事業者が営業所等において特定顧客と商品若しくは指定権利若しくは役務につき売買契約若しくは役務提供契約を締結した場合におけるその購入者若しくは役務の提供を受ける者（以下この条から第九条の三までにおいて「申込者等」という。）は、書面により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（以下この条において「申込みの撤回等」という。）を行うことができる。ただし、申込者等が第五条の書面を受領した日（その日前に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した場合（申込者等が、販売業者若しくは役務提供事業者が第六条第一項の規定に違反して申込みの撤回等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当該

告げられた内容が事実であるとの誤認をし、又は販売業者若しく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期間を経過するまでに申込みの撤回等を行わなかつた場合には、当該申込者等が、当該販売業者又は当該役務提供事業者が主務省令で定めるところにより当該売買契約又は当該役務提供契約の申込みの撤回等を行うことができる旨を記載して交付した書面を受領した日から起算して八日を経過した場合) においては、この限りでない。

Article 9 (1) Where a seller or Service Provider has received an offer for a sales contract for goods or Designated Rights or an offer for a Service Contract for services at a place other than a Business Office, etc. , where a seller or Service Provider has received an offer for a sales contract for goods or Designated Rights or an offer for a Service Contract for services at a Business Office, etc. and from a Specified Customer, where a seller or Service Provider has concluded a sales contract for goods or Designated Rights or a Service Contract for services at a place other than a Business Office, etc. (excluding where the seller or the Service Provider received the offer at a Business Office, etc. and concluded the sales contract or Service Contract at a place other than a Business Office, etc.), or where a seller or Service Provider has concluded a sales contract for goods or Designated Rights or a Service Contract for services at a Business Office, etc. and with a Specified Customer, the person who made the offer or the purchaser or the service recipient (hereinafter referred to as the "Purchasing Party" in this Article through Article 9-3) may withdraw the offer for a sales contract or Service Contract or cancel the sales contract or Service Contract (hereinafter referred to as "Withdrawal/Cancellation" in this Article) in writing; provided, however, that this does not apply where eight days have passed since the date on which the Purchasing Party received the document referred to in Article 5 (or from the date on which he/she received the document referred to in Article 4, if the Purchasing Party received the document under Article 4 at an earlier date than that on which he/she received the document referred to in Article 5) (if the Purchasing Party did not effect a Withdrawal/Cancellation by that time limit because he/she was under the misapprehension that information about Withdrawal/Cancellation that the seller or the Service Provider had misrepresented to him/her, in violation of the provisions of Article 6, paragraph (1), was true, or because the Purchasing Party was overwhelmed due to the seller's or the Service Provider's use of intimidation, in violation of the provisions of paragraph (3) of the same Article, the first part of this paragraph does not apply when eight days have passed since the date on which the Purchasing Party received a document delivered thereto by the seller or the Service Provider pursuant to the provisions of ordinance of the competent ministry that contains a notice to the effect that the Purchasing Party may effect a Withdrawal/Cancellation with respect to said sales contract or Service Contract).

2 申込みの撤回等は、当該申込みの撤回等に係る書面を発した時に、その効力を生ずる。

(2) A Withdrawal/Cancellation takes effect at the time said

Withdrawal/Cancellation is set forth in writing.

3 申込みの撤回等があつた場合においては、販売業者又は役務提供事業者は、その申込みの撤回等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。

(3) Where a Withdrawal/Cancellation has been effected, the seller or Service Provider may not claim damages or demand the payment of any penalty in connection with the Withdrawal/Cancellation.

4 申込みの撤回等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又は権利の移転が既にされているときは、その引取り又は返還に要する費用は、販売業者の負担とする。

(4) Where a Withdrawal/Cancellation has been effected, the seller bears the costs required for taking back or returning any goods already delivered or any rights already transferred under the sales contract.

5 販売業者又は役務提供事業者は、商品若しくは指定権利の売買契約又は役務提供契約につき申込みの撤回等があつた場合には、既に当該売買契約に基づき引き渡された商品が使用され若しくは当該権利の行使により施設が利用され若しくは役務が提供され又は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、申込者等に対し、当該商品の使用により得られた利益若しくは当該権利の行使により得られた利益に相当する金銭又は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。

(5) Where a Withdrawal/Cancellation has been effected for a sales contract for goods or Designated Rights or for a Service Contract, the seller or Service Provider may not demand that the Purchasing Party pay money equivalent to any profits earned through the use of the goods or through the exercise of the rights, nor may the seller or the Service Provider demand that the Purchasing Party pay consideration or any other money for services under the Service Contract, even if the goods delivered based on the sales contract have already been used, even if facilities have already been used or services have already been provided due to the exercise of the rights, and even if services have already been provided based on the Service Contract.

6 役務提供事業者は、役務提供契約につき申込みの撤回等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、申込者等に対し、速やかに、これを返還しなければならない。

(6) Where a Withdrawal/Cancellation has been effected for a Service Contract, the Service Provider shall promptly return any money he/she has received in association with the Service Contract to the Purchasing Party.

7 役務提供契約又は指定権利の売買契約の申込者等は、その役務提供契約又は売買契約につき申込みの撤回等を行つた場合において、当該役務提供契約又は当該指定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、当該役務提供事業者又は当該指定権利の販売業者に対し、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。

(7) Where the Purchasing Party under a Service Contract or a sales contract for Designated Rights has effected the Withdrawal/Cancellation of a Service Contract or sales contract, if the existing state of the Purchasing Party's land, building, or any other structure was changed in connection with services that were to be provided under the Service Contract or the Designated Rights, the Purchasing Party may demand that the Service Provider or the seller of the Designated Rights take the necessary measures to restore it to its original state at no charge.

8 前各項の規定に反する特約で申込者等に不利なものは、無効とする。

(8) Any special provisions of a contract that run counter to the provisions of the preceding paragraphs and that are disadvantageous to the Purchasing Party are hereby invalidated.

(通常必要とされる分量を著しく超える商品の売買契約等の申込みの撤回等)

(Withdrawal/Cancellation of a Sales Contract, etc. for Goods of a Quantity That Considerably Exceeds What Is Normally Required, etc.)

第九条の二 申込者等は、次に掲げる契約に該当する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（以下この条において「申込みの撤回等」という。）を行うことができる。ただし、申込者等に当該契約の締結を必要とする特別の事情があつたときは、この限りでない。

Article 9-2 (1) A Purchasing Party may withdraw an offer for a sales contract or a Service Contract that is categorized as any of the following contracts, or may cancel such a sales contract or Service Contract (hereinafter referred to as "Withdrawal/Cancellation" in this Article); provided, however, that this does not apply when there are special circumstances that make it necessary for the Purchasing Party to conclude the contract:

一 その日常生活において通常必要とされる分量を著しく超える商品若しくは指定権利の売買契約又はその日常生活において通常必要とされる回数、期間若しくは分量を著しく超えて役務の提供を受ける役務提供契約

(i) a sales contract for goods or Designated Rights of a quantity that considerably exceeds what would normally be required in the Purchasing Party's daily life or a Service Contract for the Purchasing Party to be provided with services of a frequency, period or quantity that considerably exceeds what would normally required in his/her daily life; and

二 当該販売業者又は役務提供事業者が、当該売買契約若しくは役務提供契約に基づく債務を履行することにより申込者等にとって当該売買契約に係る商品若しくは指定権利と同種の商品若しくは指定権利の分量がその日常生活において通常必要とされる分量を著しく超えることとなること若しくは当該役務提供契約に係る役務と同種の役務の提供を受ける回数若しくは期間若しくはその分量がその日常生活におい

て通常必要とされる回数、期間若しくは分量を著しく超えることとなることを知り、又は申込者等にとって当該売買契約に係る商品若しくは指定権利と同種の商品若しくは指定権利の分量がその日常生活において通常必要とされる分量を既に著しく超えていること若しくは当該役務提供契約に係る役務と同種の役務の提供を受ける回数若しくは期間若しくはその分量がその日常生活において通常必要とされる回数、期間若しくは分量を既に著しく超えていることを知りながら、申込みを受け、又は締結した売買契約又は役務提供契約

(ii) a sales contract or Service Contract for which the seller or Service Provider has received an offer or that the seller or Service Provider has concluded with the knowledge that performing its obligations under the sales contract or Service Contract would cause the quantity of any of the Purchasing Party's goods or Designated Rights of the same kind as the goods or Designated Rights under the sales contract to considerably exceed what would normally be required in the Purchasing Party's daily life, that performing those obligations would cause the frequency, period or quantity of any services the Purchasing Party was being provided of the same kind as the services under the Service Contract to considerably exceed what would normally be required in the Purchasing Party's daily life, or with the knowledge that the quantity of any of the Purchasing Party's goods or Designated Rights of the same kind as the goods or Designated Rights under the sales contract already considerably exceeded what would normally be required in the Purchasing Party's daily life or that the frequency, period or quantity of services the Purchasing Party was being provided of the same kind as the services under the Service Contract already considerably exceeded what would normally be required in the Purchasing Party's daily life.

2 前項の規定による権利は、当該売買契約又は当該役務提供契約の締結の時から一年以内に行使しなければならない。

(2) The right under the provisions of the preceding paragraph shall be exercised within one year from the time of the conclusion of the relevant sales contract or Service Contract.

3 前条第三項から第八項までの規定は、第一項の規定による申込みの撤回等について準用する。この場合において、同条第八項中「前各項」とあるのは、「次条第一項及び第二項並びに同条第三項において準用する第三項から前項まで」と読み替えるものとする。

(3) The provisions of paragraphs (3) through (8) of the preceding Article apply mutatis mutandis to a Withdrawal/Cancellation under the provisions of paragraph (1). Where such is the case, the term "the preceding paragraphs" in paragraph (8) of the same Article is deemed to be replaced with "paragraphs (1) and (2) of the following Article and paragraphs (3) through (8) as applied mutatis mutandis pursuant to paragraph (3) of the same Article."

(訪問販売における契約の申込み又はその承諾の意思表示の取消し)

(Rescission of the Manifested Intention to Offer a Contract in Door-to-Door Sales or to Accept Such Offer)

第九条の三 申込者等は、販売業者又は役務提供事業者が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に際し次の各号に掲げる行為をしたことにより、当該各号に定める誤認をし、それによつて当該売買契約若しくは当該役務提供契約の申込み又はその承諾の意思表示をしたときは、これを取り消すことができる。

Article 9-3 (1) Where a Purchasing Party was under the misapprehension specified in each of the following items as a result of the seller or the Service Provider engaging in the conduct listed in the relevant item in soliciting the conclusion of a sales contract or a Service Contract through Door-to-Door Sales, because of which the Purchasing Party manifested his/her intention to offer a sales contract or Service Contract or to accept such offer, he/she may rescind his/her manifested intention to offer such contract or to accept such offer:

一 第六条第一項の規定に違反して不実のことを告げる行為 当該告げられた内容が事実であるとの誤認

(i) misrepresentation in violation of the provisions of Article 6, paragraph (1):

the misapprehension that the information being represented was true; or

二 第六条第二項の規定に違反して故意に事実を告げない行為 当該事実が存在しないとの誤認

(ii) intentional failure to disclose a fact, in violation of the provisions of Article 6, paragraph (2): the misapprehension that the relevant fact did not exist.

2 前項の規定による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又はその承諾の意思表示の取消しは、これをもつて善意の第三者に対抗することができない。

(2) The rescission under the provisions of the preceding paragraph of the manifested intention to offer a sales contract or Service Contract arising from Door-to-Door Sales or to accept such offer may not be duly asserted against third party without knowledge.

3 第一項の規定は、同項に規定する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又はその承諾の意思表示に対する民法（明治二十九年法律第八十九号）第九十六条の規定の適用を妨げるものと解してはならない。

(3) The provisions of paragraph (1) do not preclude the application of the provisions of Article 96 of the Civil Code (Act No. 89 of 1896) to the manifestation of intention to offer a sales contract or Service Contract arising from Door-to-Door Sales prescribed in said paragraph or to accept such offer.

4 第一項の規定による取消権は、追認をすることができる時から六月間行わないときは、時効によつて消滅する。当該売買契約又は当該役務提供契約の締結の時から五年を経過したときも、同様とする。

(4) The right to rescind under the provisions of paragraph (1) extinguishes by prescription if it is not exercised within six months from the time that a

contract can be ratified. The same applies when five years have passed since the time that the relevant sales contract or Service Contract was concluded.

(訪問販売における契約の解除等に伴う損害賠償等の額の制限)

(Limitation to the Amount of Damages, etc. for the Cancellation of or Default on a Contract in Door-to-Door Sales)

第十条 販売業者又は役務提供事業者は、第五条第一項各号のいずれかに該当する売買契約又は役務提供契約の締結をした場合において、その売買契約又はその役務提供契約が解除されたときは、損害賠償額の予定又は違約金の定めがあるときにおいても、次の各号に掲げる場合に依り当該各号に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購入者又は役務の提供を受ける者に対して請求することができない。

Article 10 (1) Where a seller or Service Provider has concluded a sales contract or Service Contract falling under any of the items in Article 5, paragraph (1), if the sales contract or Service Contract has been canceled, he/she may not demand that the purchaser or the service recipient pay an amount of money that exceeds the total of the amount specified in each of the following items in accordance with the case listed therein and the amount of the relevant delinquency charges based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for penalties:

一 当該商品又は当該権利が返還された場合 当該商品の通常の使用料の額又は当該権利の行使により通常得られる利益に相当する額（当該商品又は当該権利の販売価格に相当する額から当該商品又は当該権利の返還された時における価額を控除した額が通常の使用料の額又は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）

(i) where the goods or rights were returned: the amount of the ordinary usage fees for the goods or the amount equivalent to the profit that can normally be earned through the exercise of the rights (when the amount equivalent to the selling price of the goods or rights less their market value as of the time of their return exceeds the amount of ordinary usage fees or the amount equivalent to the profit that can normally be earned through the exercise of the rights, such amount applies);

二 当該商品又は当該権利が返還されない場合 当該商品又は当該権利の販売価格に相当する額

(ii) where the goods or rights are not returned: the amount equivalent to the selling price of the goods or rights;

三 当該役務提供契約の解除が当該役務の提供の開始後である場合 提供された当該役務の対価に相当する額

(iii) where the Service Contract was canceled after the services started being provided: the amount equivalent to the consideration for the provided services; and

四 当該契約の解除が当該商品の引渡し若しくは当該権利の移転又は当該役務の提供の開始前である場合 契約の締結及び履行のために通常要する費用の額

(iv) where the contract was canceled prior to the delivery of the goods or the transfer of the rights or prior to when the services started being provided: the amount of the costs normally required for concluding and performing a contract.

2 販売業者又は役務提供事業者は、第五条第一項各号のいずれかに該当する売買契約又は役務提供契約の締結をした場合において、その売買契約についての代金又はその役務提供契約についての対価の全部又は一部の支払の義務が履行されない場合（売買契約又は役務提供契約が解除された場合を除く。）には、損害賠償額の予定又は違約金の定めがあるときにおいても、当該商品若しくは当該権利の販売価格又は当該役務の対価に相当する額から既に支払われた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額を控除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購入者又は役務の提供を受ける者に対して請求することができない。

(2) Where a seller or Service Provider has concluded a sales contract or Service Contract falling under any of the items in Article 5, paragraph (1), if the obligation to pay the charges under the sales contract or the consideration under the Service Contract is not performed in whole or in part (excluding where the sales contract or the Service Contract has been canceled), the seller or Service Provider may not demand that the purchaser or the service recipient pay an amount of money that exceeds the total of the amount equivalent to the selling price of the goods or rights or the consideration for the services less the already-paid amount of the charges for the goods or rights or consideration for the services plus the amount of any delinquency charges based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for penalties.

第三節 通信販売

Section 3 Mail Order Sales

(通信販売についての広告)

(Advertisement of Mail Order Sales)

第十一条 販売業者又は役務提供事業者は、通信販売をする場合の商品若しくは指定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、主務省令で定めるところにより、当該広告に、当該商品若しくは当該権利又は当該役務に関する次の事項を表示しなければならない。ただし、当該広告に、請求により、これらの事項を記載した書面を遅滞なく交付し、又はこれらの事項を記録した電磁的記録（電子的方式、磁気的方式その他の知覚によつては認識することができない方式で作られる記録であつて、電子計算機による情報処理の用に供されるものをいう。）を遅滞なく提供する旨の表示をする場合には、販売業者又は役務提供事業者は、主務省令で定めるところ

により、これらの事項の一部を表示しないことができる。

- Article 11 When a seller or Service Provider advertises terms and conditions under which he/she sells goods or Designated Rights or provides services through Mail Order Sales, the seller or Service Provider shall indicate the following information concerning said goods, rights, or services in the advertisement pursuant to the provisions of ordinance of the competent ministry; provided, however, that the seller or Service Provider is permitted not to indicate a portion of this information, pursuant to the provisions of ordinance of the competent ministry, if he/she indicates in the advertisement that upon request, he/she will deliver a document or provide electromagnetic records (meaning records created in electronic form, magnetic form, or any other form not recognizable by human perception, which is used in information processing by computers) containing the information without delay:
- 一 商品若しくは権利の販売価格又は役務の対価（販売価格に商品の送料が含まれない場合には、販売価格及び商品の送料）
 - (i) the selling price of the goods or rights or the consideration for the services (where shipping charges for goods are not included in the selling price, this means the selling price and the shipping charges for the goods);
 - 二 商品若しくは権利の代金又は役務の対価の支払の時期及び方法
 - (ii) the timing of payment and means of paying the charges for the goods or rights or the consideration for the services;
 - 三 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
 - (iii) the time at which the goods will be delivered, the time at which the rights will be transferred, or the time at which the services will be provided;
 - 四 商品若しくは指定権利の売買契約の申込みの撤回又は売買契約の解除に関する事項（第十五条の二第一項ただし書に規定する特約がある場合には、その内容を含む。）
 - (iv) information concerning the withdrawal of an offer for a sales contract for the goods or Designated Rights or cancellation of such a sales contract (where the special provisions as provided for in the proviso to Article 15-2, paragraph (1) are in existence, such information includes the contents of those special provisions); and
 - 五 前各号に掲げるもののほか、主務省令で定める事項
 - (v) in addition to what is set forth in the preceding items, any other information specified by Ordinance of the Ministry of Economy, Trade and Industry.

（誇大広告等の禁止）

(Prohibition of Misleading Advertising, etc.)

第十二条 販売業者又は役務提供事業者は、通信販売をする場合の商品若しくは指定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、当該商品の性能又は当

該権利若しくは当該役務の内容、当該商品若しくは当該権利の売買契約の申込みの撤回又は売買契約の解除に関する事項（第十五条の二第一項ただし書に規定する特約がある場合には、その内容を含む。）その他の主務省令で定める事項について、著しく事実に相違する表示をし、又は実際のものよりも著しく優良であり、若しくは有利であると人を誤認させるような表示をしてはならない。

Article 12 When a seller or a Service Provider advertises the terms and conditions under which he/she sells goods or Designated Rights or provides services through Mail Order Sales, he/she shall make no representation about the performance of the goods or the contents of the rights or services, information on the withdrawal of an offer for a sales contract for the goods or Designated Rights or cancellation of such a sales contract (where special provisions as provided for in the proviso to Article 15-2, paragraph (1) are in existence, such information includes the contents of those special provisions), or any other information specified by ordinance of the competent ministry with respect to Mail Order Sales, that differs vastly from the truth or misleads people into believing that it is vastly better or more advantageous than it is in reality.

（合理的な根拠を示す資料の提出）

(Submission of Materials Showing Reasonable Grounds)

第十二条の二 主務大臣は、前条に規定する表示に該当するか否かを判断するため必要があると認めるときは、当該表示をした販売業者又は役務提供事業者に対し、期間を定めて、当該表示の裏付けとなる合理的な根拠を示す資料の提出を求めることができる。この場合において、当該販売業者又は当該役務提供事業者が当該資料を提出しないときは、第十四条第一項及び第十五条第一項の規定の適用については、当該表示は、前条に規定する表示に該当するものとみなす。

Article 12-2 When the competent minister finds it necessary for determining whether a seller's or Service Provider's representation falls under the category of representations provided for in the preceding Article, he/she may require the seller or Service Provider who made that representation to submit materials showing reasonable grounds to support it within a specified period. With regard to the application of the provisions of Article 14, paragraph (1) and Article 15, paragraph (1) in such a case, when the seller or Service Provider has failed to submit the relevant materials, the representation is deemed to fall under the category of representations provided for in the preceding Article.

（承諾をしていない者に対する電子メール広告の提供の禁止等）

(Prohibition, etc. on Sending E-mail Advertising to a Person Who Has Not Given His/Her Consent)

第十二条の三 販売業者又は役務提供事業者は、次に掲げる場合を除き、通信販売をする場合の商品若しくは指定権利の販売条件又は役務の提供条件について、その相手方

となる者の承諾を得ないで電子メール広告（当該広告に係る通信文その他の情報を電磁的方法（電子情報処理組織を使用する方法その他の情報通信の技術を利用する方法であつて主務省令で定めるものをいう。以下同じ。）により送信し、これを当該広告の相手方の使用に係る電子計算機の映像面に表示されるようにする方法により行う広告をいう。以下同じ。）をしてはならない。

Article 12-3 (1) Except in the following cases, neither a seller nor a Service Provider shall advertise via e-mail (meaning advertising by sending advertising text or any other information by an electromagnetic means (meaning a means that makes use of an electronic data processing system or any other means that makes use of information and communications technology, which is specified by ordinance of the competent ministry; the same applies hereinafter) so that such information will be displayed on the screen of the computer used by the advertising target; the same applies hereinafter) with regard to the terms and conditions under which he/she sells goods or Designated Rights or provides services through Mail Order Sales, without the consent of the advertising target:

一 相手方となる者の請求に基づき、通信販売をする場合の商品若しくは指定権利の販売条件又は役務の提供条件に係る電子メール広告（以下この節において「通信販売電子メール広告」という。）をするとき。

(i) when sending e-mail advertising regarding the to terms and conditions under which the seller or Service Provider sells goods or Designated Rights or provides services through Mail Order Sales (hereinafter referred to as "E-mail That Advertises Mail Order Sales" in this Section) at the request of the advertising target;

二 当該販売業者の販売する商品若しくは指定権利若しくは当該役務提供事業者の提供する役務につき売買契約若しくは役務提供契約の申込みをした者又はこれらにつき売買契約若しくは役務提供契約を締結した者に対し、主務省令で定める方法により当該申込み若しくは当該契約の内容又は当該契約の履行に関する事項を通知する場合において、主務省令で定めるところにより通信販売電子メール広告をするとき。

(ii) when sending E-mail That Advertises Mail Order Sales pursuant to the provisions of ordinance of the competent ministry while notifying a person who has offered a sales contract for goods or Designated Goods sold by the seller or a Service Contract for services provided by the Service Provider or a person who has concluded such a sales contract or Service Contract, of information concerning the contents of the offer or contract or the performance of the contract using a method specified by ordinance of the competent ministry; or

三 前二号に掲げるもののほか、通常通信販売電子メール広告の提供を受ける者の利益を損なうおそれがないと認められる場合として主務省令で定める場合において、通信販売電子メール広告をするとき。

(iii) in addition to what is provided in the preceding two items, when sending

E-mail That Advertises Mail Order Sales in the cases specified by ordinance of the competent ministry as cases that are found to be unlikely to prejudice the interests of the target of the E-mail That Advertises Mail Order Sales.

2 前項に規定する承諾を得、又は同項第一号に規定する請求を受けた販売業者又は役務提供事業者は、当該通信販売電子メール広告の相手方から通信販売電子メール広告の提供を受けない旨の意思の表示を受けたときは、当該相手方に対し、通信販売電子メール広告をしてはならない。ただし、当該表示を受けた後に再び通信販売電子メール広告をすることにつき当該相手方から請求を受け、又は当該相手方の承諾を得た場合には、この限りでない。

(2) No seller or Service Provider who has obtained the consent prescribed in the preceding paragraph or who has received the request prescribed in item (i) of the same paragraph shall send E-mail That Advertises Mail Order Sales to an advertising target if the target of the E-mail That Advertises Mail Order Sales indicates that he/she is not willing to receive E-mail That Advertises Mail Order Sales; provided, however, that this does not apply where the seller or Service Provider has later received another request from the advertising target or has regained the consent of the advertising target to send E-mail That Advertises Mail Order Sales.

3 販売業者又は役務提供事業者は、通信販売電子メール広告をするときは、第一項第二号又は第三号に掲げる場合を除き、当該通信販売電子メール広告をすることにつきその相手方の承諾を得、又はその相手方から請求を受けたことの記録として主務省令で定めるものを作成し、主務省令で定めるところによりこれを保存しなければならない。

(3) When sending E-mail That Advertises Mail Order Sales, a seller or Service Provider shall, except in the case set forth in paragraph (1), item (ii) or (iii), prepare all that is specified by ordinance of the competent ministry as a record of having obtained the consent of the advertising target or having received a request from the advertising target to send E-mail That Advertises Mail Order Sales, and shall preserve such records pursuant to the provisions of ordinance of the competent ministry.

4 販売業者又は役務提供事業者は、通信販売電子メール広告をするときは、第一項第二号又は第三号に掲げる場合を除き、当該通信販売電子メール広告に、第十一条各号に掲げる事項のほか、主務省令で定めるところにより、その相手方が通信販売電子メール広告の提供を受けない旨の意思を表示するために必要な事項として主務省令で定めるものを表示しなければならない。

(4) When sending E-mail That Advertises Mail Order Sales, a seller or Service Provider shall, except in the case set forth in paragraph (1), item (ii) or (iii), indicate in its E-mail That Advertises Mail Order Sales, pursuant to the provisions of ordinance of the competent ministry, information that is specified by ordinance of the competent ministry as the information that is necessary in order for the advertising target to indicate that he/she is not willing to receive

E-mail That Advertises Mail Order Sales, in addition to the information listed in the items of Article 11.

5 前二項の規定は、販売業者又は役務提供事業者が他の者に次に掲げる業務のすべてにつき一括して委託しているときは、その委託に係る通信販売電子メール広告については、適用しない。

(5) When a seller or Service Provider has collectively entrusted all of the following business activities to another person, the provisions of the preceding two paragraphs do not apply to any E-mail That Advertises Mail Order Sales under that entrustment:

一 通信販売電子メール広告をすることにつきその相手方の承諾を得、又はその相手方から請求を受ける業務

(i) business activities for obtaining the consent of advertising targets or receiving requests from advertising targets to send E-mail That Advertises Mail Order Sales;

二 第三項に規定する記録を作成し、及び保存する業務

(ii) business activities for preparing and preserving the records prescribed in paragraph (3); and

三 前項に規定する通信販売電子メール広告の提供を受けない旨の意思を表示するために必要な事項を表示する業務

(iii) business activities for indicating the information that is necessary in order for the advertising target to indicate that he/she is not willing to receive E-mail That Advertises Mail Order Sales, as prescribed in the preceding paragraph.

第十二条の四 販売業者又は役務提供事業者から前条第五項各号に掲げる業務のすべてにつき一括して委託を受けた者（以下この節並びに第六十六条第四項及び第六項において「通信販売電子メール広告受託事業者」という。）は、次に掲げる場合を除き、当該業務を委託した販売業者又は役務提供事業者（以下この節において「通信販売電子メール広告委託者」という。）が通信販売をする場合の商品若しくは指定権利の販売条件又は役務の提供条件について、その相手方となる者の承諾を得ないで通信販売電子メール広告をしてはならない。

Article 12-4 (1) Except in the following cases, a party to whom all of the business activities listed in the items of paragraph (5) of the preceding Article have been collectively entrusted by a seller or Service Provider (such a party is hereinafter referred to as a "Business Operator Entrusted with E-mail That Advertises Mail Order Sales" in this Section) shall not send E-mail That Advertises Mail Order Sales with regard to terms and conditions under which the seller or the Service Provider who has entrusted said business activities (hereinafter referred to as the "Party Entrusting E-mail That Advertises Mail Order Sales" in this Section and Article 66, paragraphs (4) and (6)) sells goods or Designated Rights or provides services through Mail Order Sales, without

the consent of the advertising target:

一 相手方となる者の請求に基づき、通信販売電子メール広告委託者に係る通信販売電子メール広告をするとき。

(i) when sending E-mail That Advertises the Mail Order Sales of a Party Entrusting E-mail That Advertises Mail Order Sales at the request of the advertising target; and

二 前号に掲げるもののほか、通常通信販売電子メール広告委託者に係る通信販売電子メール広告の提供を受ける者の利益を損なうおそれがないと認められる場合として主務省令で定める場合において、通信販売電子メール広告委託者に係る通信販売電子メール広告をするとき。

(ii) in addition to what is provided in the preceding item, when sending E-mail That Advertises the Mail Order Sales of a Party Entrusting E-mail That Advertises Mail Order Sales in cases specified by ordinance of the competent ministry as cases that are found to be unlikely to prejudice the interests of the target of the E-mail That Advertises the Mail Order Sales of a Party Entrusting E-mail That Advertises Mail Order Sales.

2 前条第二項から第四項までの規定は、通信販売電子メール広告受託事業者による通信販売電子メール広告委託者に係る通信販売電子メール広告について準用する。この場合において、同条第三項及び第四項中「第一項第二号又は第三号」とあるのは、「次条第一項第二号」と読み替えるものとする。

(2) The provisions of paragraphs (2) through (4) of the preceding Article apply mutatis mutandis to E-mail That Advertises the Mail Order Sales of a Party Entrusting E-mail That Advertises Mail Order Sales by a Business Operator Entrusted with E-mail That Advertises Mail Order Sales. Where this is the case, the phrase "paragraph (1), item (ii) or (iii)" in paragraphs (3) and (4) of the preceding Article is deemed to be replaced with "paragraph (1), item (ii) of the following Article."

(通信販売における承諾等の通知)

(Notification of Acceptance, etc. in Mail Order Sales)

第十三条 販売業者又は役務提供事業者は、商品若しくは指定権利又は役務につき売買契約又は役務提供契約の申込みをした者から当該商品の引渡し若しくは当該権利の移転又は当該役務の提供に先立つて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全部又は一部を受領することとする通信販売をする場合において、郵便等により当該商品若しくは当該権利又は当該役務につき売買契約又は役務提供契約の申込みを受け、かつ、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全部又は一部を受領したときは、遅滞なく、主務省令で定めるところにより、その申込みを承諾する旨又は承諾しない旨（そ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）その他の主務省令で定める事項をその者に書面により通知しなければならない。ただし、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全部又は一部を受領した後遅滞なく当該商品を送付し、若

しくは当該権利を移転し、又は当該役務を提供したときは、この限りでない。

Article 13 (1) Where a seller or Service Provider engages in Mail Order Sales in which he/she receives the charges for goods or rights or the consideration for services in whole or in part prior to the delivery of the goods, the transfer of the rights, or the provision of the services from a person who has offered a sales contract for goods or Designated Rights or a Service Contract for services, when the seller or Service Provider receives an offer for a sales contract for goods or rights or a Service Contract for services by Postal Mail, etc. and receives the charges for the goods or rights or the consideration for the services in whole or in part, he/she shall notify the person who made the offer in writing of his/her acceptance or non-acceptance of the offer (if he/she notified the person who made the offer of his/her acceptance or non-acceptance before receiving such charges or consideration, he/she shall send the person a notice to that effect) and of any other information specified by ordinance of the competent ministry without delay, pursuant to the provisions of ordinance of the competent ministry; provided, however, that this does not apply when the seller or Service Provider has sent the goods, transferred the rights, or provided the services without delay after receiving the charges for the goods or rights or the consideration for the services in whole or in part.

2 販売業者又は役務提供事業者は、前項本文の規定による書面による通知に代えて、政令で定めるところにより、当該申込みをした者の承諾を得て、当該通知すべき事項を電磁的方法その他の主務省令で定める方法により提供することができる。この場合において、当該販売業者又は役務提供事業者は、当該書面による通知をしたものとみなす。

(2) In place of the notification in writing under the provisions of the main clause of the preceding paragraph, a seller or Service Provider may provide the information of which he/she is to send notice by an electromagnetic means or any other means specified by ordinance of the competent ministry, after gaining the consent of the person who made the offer, pursuant to a Cabinet Order. Where such is the case, the seller or the Service Provider is deemed to have made the notification in writing.

(指示)

(Instruction)

第十四条 主務大臣は、販売業者又は役務提供事業者が第十一条、第十二条、第十二条の三（第五項を除く。）若しくは前条第一項の規定に違反し、又は次に掲げる行為をした場合において、通信販売に係る取引の公正及び購入者又は役務の提供を受ける者の利益が害されるおそれがあると認めるときは、その販売業者又は役務提供事業者に対し、必要な措置をとるべきことを指示することができる。

Article 14 (1) Where a seller or Service Provider has violated any of the provisions of Article 11, 12, or 12-3 (excluding paragraph (5)), or Article 13,

paragraph (1) or has engaged in any of the following conduct, if the competent minister finds that the conduct is likely to prejudice the fairness of a transaction arising from Mail Order Sales and the interests of the purchaser or the service recipient, he/she may instruct the seller or the Service Provider to take any necessary measures:

一 通信販売に係る売買契約若しくは役務提供契約に基づく債務又は通信販売に係る売買契約若しくは役務提供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。

(i) refusing to perform or unjustly delaying the performance of the obligations under a sales contract or Service Contract for Mail Order Sales or the obligations that arise through the cancellation of a sales contract or Service Contract arising from Mail Order Sales in whole or in part;

二 顧客の意に反して通信販売に係る売買契約又は役務提供契約の申込みをさせようとする行為として主務省令で定めるもの

(ii) that which is specified by ordinance of the competent ministry as conduct through which the relevant person sought to cause a customer to offer a sales contract or a Service Contract during Mail Order Sales against his/her will; and

三 前二号に掲げるもののほか、通信販売に関する行為であつて、通信販売に係る取引の公正及び購入者又は役務の提供を受ける者の利益を害するおそれがあるものとして主務省令で定めるもの

(iii) in addition to what is set forth in the preceding two items, conduct connected with Mail Order Sales that is specified by ordinance of the competent ministry as being likely to prejudice the fairness of a transaction arising from Mail Order Sales and the interests of the purchaser or the service recipient.

2 主務大臣は、通信販売電子メール広告受託事業者が第十二条の四第一項若しくは同条第二項において準用する第十二条の三第二項から第四項までの規定に違反し、又は次に掲げる行為をした場合において、通信販売に係る取引の公正及び購入者又は役務の提供を受ける者の利益が害されるおそれがあると認めるときは、その通信販売電子メール広告受託事業者に対し、必要な措置をとるべきことを指示することができる。

(2) Where a Business Operator Entrusted with E-mail That Advertises Mail Order Sales has violated any of the provisions of Article 12-4, paragraph (1) or Article 12-3, paragraphs (2) through (4) as applied mutatis mutandis pursuant to Article 12-4, paragraph (2) or has engaged in any of the following conduct, if the competent minister finds that the conduct is likely to prejudice the fairness of a transaction arising from Mail Order Sales and the interests of the purchaser or the service recipient, he/she may instruct the Business Operator Entrusted with E-mail That Advertises Mail Order Sales to take any necessary measures:

一 顧客の意に反して通信販売電子メール広告委託者に対する通信販売に係る売買契

約又は役務提供契約の申込みをさせようとする行為として主務省令で定めるもの
(i) that which is specified by ordinance of the competent ministry as conduct through which the relevant person sought to cause a customer to offer the Party Entrusting E-mail That Advertises Mail Order Sales a sales contract or Service Contract during Mail Order Sales against his/her will; and

二 前号に掲げるもののほか、通信販売に関する行為であつて、通信販売に係る取引の公正及び購入者又は役務の提供を受ける者の利益を害するおそれがあるものとして主務省令で定めるもの

(ii) in addition to what is set forth in the preceding item, conduct connected with Mail Order Sales that is specified by ordinance of the competent ministry as being likely to prejudice the fairness of a transaction arising from Mail Order Sales and the interests of the purchaser or the service recipient.

(業務の停止等)

(Suspension of Business, etc.)

第十五条 主務大臣は、販売業者若しくは役務提供事業者が第十一条、第十二条、第十二条の三（第五項を除く。）若しくは第十三条第一項の規定に違反し若しくは前条第一項各号に掲げる行為をした場合において通信販売に係る取引の公正及び購入者若しくは役務の提供を受ける者の利益が著しく害されるおそれがあると認めるとき、又は販売業者若しくは役務提供事業者が同項の規定による指示に従わないときは、その販売業者又は役務提供事業者に対し、一年以内の期間を限り、通信販売に関する業務の全部又は一部を停止すべきことを命ずることができる。

Article 15 (1) Where a seller or a Service Provider has violated any of the provisions of Article 11, 12, or 12-3 (excluding paragraph (5)), or Article 13, paragraph (1) or has engaged in any of the conduct listed in the items of paragraph (1) of the preceding Article, if the competent minister finds that the conduct is likely to significantly prejudice the fairness of a transaction arising from Mail Order Sales and the interests of the purchaser or the service recipient, or if the seller or the Service Provider fails to follow the instructions under the provisions of the same paragraph, the competent minister may order the seller or the Service Provider to suspend those of his/her business activities that are connected with Mail Order Sales in whole or in part, during a specified period of no longer than one year.

2 主務大臣は、通信販売電子メール広告受託事業者が第十二条の四第一項若しくは同条第二項において準用する第十二条の三第二項から第四項までの規定に違反し若しくは前条第二項各号に掲げる行為をした場合において通信販売に係る取引の公正及び購入者若しくは役務の提供を受ける者の利益が著しく害されるおそれがあると認めるとき、又は通信販売電子メール広告受託事業者が同項の規定による指示に従わないときは、その通信販売電子メール広告受託事業者に対し、一年以内の期間を限り、通信販売電子メール広告に関する業務の全部又は一部を停止すべきことを命ずることができ

る。

- (2) Where a Business Operator Entrusted with E-mail That Advertises Mail Order Sales has violated any of the provisions of Article 12-4, paragraph (1) or Article 12-3, paragraphs (2) through (4) as applied mutatis mutandis pursuant to Article 12-4, paragraph (2) or has engaged in any of the conduct listed in the items of paragraph (2) of the preceding Article, if the competent minister finds that the conduct is likely to significantly prejudice the fairness of a transaction arising from Mail Order Sales and the interests of the purchaser or the service recipient, or if a Business Operator Entrusted with E-mail That Advertises Mail Order Sales fails to follow the instructions under the provisions of the same paragraph, the competent minister may order the Business Operator Entrusted with E-mail That Advertises Mail Order Sales to suspend those of his/her business activities that are connected with E-mail That Advertises Mail Order Sales in whole or in part, during a specified period of no longer than one year.
- 3 主務大臣は、第一項の規定による命令をしたときは、その旨を公表しなければならない。
- (3) When the competent minister has issued an order pursuant to the provisions of paragraph (1) he/she shall issue a public announcement to that effect.
- 4 主務大臣は、第二項の規定による命令をしたときは、その旨を公表しなければならない。
- (4) When the competent minister has issued an order pursuant to the provisions of paragraph (2), he/she shall issue a public announcement to that effect.

(通信販売における契約の解除等)

(Cancellation, etc. of a Contract in Mail Order Sales)

第十五条の二 通信販売をする場合の商品又は指定権利の販売条件について広告をした販売業者が当該商品若しくは当該指定権利の売買契約の申込みを受けた場合におけるその申込みをした者又は売買契約を締結した場合におけるその購入者（次項において単に「購入者」という。）は、その売買契約に係る商品の引渡し又は指定権利の移転を受けた日から起算して八日を経過するまでの間は、その売買契約の申込みの撤回又はその売買契約の解除（以下この条において「申込みの撤回等」という。）を行うことができる。ただし、当該販売業者が申込みの撤回等についての特約を当該広告に表示していた場合（当該売買契約が電子消費者契約及び電子承諾通知に関する民法の特例に関する法律（平成十三年法律第九十五号）第二条第一項に規定する電子消費者契約に該当する場合その他主務省令で定める場合にあつては、当該広告に表示し、かつ、広告に表示する方法以外の方法であつて主務省令で定める方法により表示していた場合）には、この限りでない。

Article 15-2 (1) Where a seller that has advertised terms and conditions for selling goods or Designated Rights through Mail Order Sales receives an offer for a sales contract for said goods or Designated Rights or concludes a sales

contract for said goods or Designated Rights, the person who made the offer or the purchaser (simply referred to as the "Purchaser" in the following paragraph) may withdraw his/her offer for a sales contract or cancel the sales contract (hereinafter referred to as a "Withdrawal/Cancellation" in this Article) during the period up until eight days have passed since the date on which the Purchaser is delivered the goods or is transferred the rights; provided, however, that this does not apply when the seller had indicated special provisions on Withdrawal/Cancellation in its advertisement (where the sales contract is an electronic consumer contract prescribed in Article 2, paragraph (1) of the Act on Special Provisions to the Civil Code Concerning Electronic Consumer Contracts and Electronic Acceptance Notices (Act No. 95 of 2001) or in any other cases specified by ordinance of the competent ministry, this means when the seller had indicated special provisions in its advertisement and had also indicated such special provisions by a method other than an advertisement that is specified by ordinance of the competent ministry).

2 申込みの撤回等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又は指定権利の移転が既にされているときは、その引取り又は返還に要する費用は、購入者の負担とする。

(2) When a Withdrawal/Cancellation is made, the Purchaser bears the costs required for taking back or returning any goods already delivered or any rights already transferred under the sales contract.

第四節 電話勧誘販売

Section 4 Telemarketing Sales

(電話勧誘販売における氏名等の明示)

(Clear Indication of Name, etc. in Telemarketing Sales)

第十六条 販売業者又は役務提供事業者は、電話勧誘販売をしようとするときは、その勧誘に先立つて、その相手方に対し、販売業者又は役務提供事業者の氏名又は名称及びその勧誘を行う者の氏名並びに商品若しくは権利又は役務の種類並びにその電話が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のものであることを告げなければならない。

Article 16 Where a seller or a Service Provider seeks to conduct Telemarketing Sales, he/she shall tell the person solicited, prior to solicitation, the name of the seller or the Service Provider and the name of the solicitor, the type of the goods, rights, or services, and the fact that the purpose of the telephone call is to solicit the conclusion of a sales contract or a Service Contract.

(契約を締結しない旨の意思を表示した者に対する勧誘の禁止)

(Prohibition against Soliciting Contract from a Person Who Has Manifested the Intention Not to Conclude One)

第十七条 販売業者又は役務提供事業者は、電話勧誘販売に係る売買契約又は役務提供契約を締結しない旨の意思を表示した者に対し、当該売買契約又は当該役務提供契約の締結について勧誘をしてはならない。

Article 17 No seller or Service Provider shall solicit a sales contract or a Service Contract through Telemarketing Sales from a person who has manifested the intention not to conclude a sales contract or Service Contract.

(電話勧誘販売における書面の交付)

(Delivery of Documents in Telemarketing Sales)

第十八条 販売業者又は役務提供事業者は、電話勧誘行為により、電話勧誘顧客から商品若しくは指定権利につき当該売買契約の申込みを郵便等により受け、又は役務につき当該役務提供契約の申込みを郵便等により受けたときは、遅滞なく、主務省令で定めるところにより、次の事項についてその申込みの内容を記載した書面をその申込みをした者に交付しなければならない。ただし、その申込みを受けた際その売買契約又は役務提供契約を締結した場合においては、この限りでない。

Article 18 Where a seller or a Service Provider receives an offer for a sales contract for goods or Designated Rights or an offer for a Service Contract for services from a Telemarketing Target by Postal Mail, etc. as a result of the Act of Telemarketing, the seller or the Service Provider shall deliver a document containing the details of the offer with respect to the following information without delay, pursuant to the provisions of ordinance of the competent ministry; provided, however, that this does not apply when the seller or the Service Provider has concluded the sales contract or the Service Contract upon receiving the offer therefor:

一 商品若しくは権利又は役務の種類

(i) the type of the goods, rights, or services;

二 商品若しくは権利の販売価格又は役務の対価

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

三 商品若しくは権利の代金又は役務の対価の支払の時期及び方法

(iii) the timing of payment and means of paying the charges for the goods or rights or the consideration for the services;

四 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

(iv) the time at which the goods will be delivered, the time at which the rights will be transferred, or the time at which the services will be provided;

五 第二十四条第一項の規定による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（第二十六条第三項又は第四項の規定の適用がある場合にあっては、同条第三項又は第四項の規定に関する事項を含む。）を含む。）

(v) information about withdrawing the offer for the sales contract or Service Contract or about cancelling the sales contract or Service Contract under the provisions of Article 24, paragraph (1) (including information under the

provisions of paragraphs (2) through (7) of the same Article (where the provisions of Article 26, paragraph (3) or (4) apply, this includes information under the provisions of paragraph (3) or (4) of the same Article)); and
六 前各号に掲げるもののほか、主務省令で定める事項
(vi) in addition to what is set forth in the preceding items, any other information specified by ordinance of the competent ministry.

第十九条 販売業者又は役務提供事業者は、次の各号のいずれかに該当するときは、次項に規定する場合を除き、遅滞なく、主務省令で定めるところにより、前条各号の事項（同条第五号の事項については、売買契約又は役務提供契約の解除に関する事項に限る。）についてその売買契約又は役務提供契約の内容を明らかにする書面を購入者又は役務の提供を受ける者に交付しなければならない。

Article 19 (1) Where a seller or a Service Provider falls under any of the following items, he/she shall, except in the cases prescribed in the following paragraph, deliver to the purchaser or the service recipient a document that clarifies the details of the sales contract or the Service Contract with respect to the information referred to in each of the items of the preceding Article (with respect to the information referred to in item (v) of the same Article, limited to information about cancelling the sales contract or Service Contract) without delay, pursuant to the provisions of ordinance of the competent ministry:

一 電話勧誘行為により、電話勧誘顧客と商品若しくは指定権利につき当該売買契約を郵便等により締結したとき又は役務につき当該役務提供契約を郵便等により締結したとき。

(i) when the seller or the Service Provider has concluded a sales contract for goods or Designated Rights or a Service Contract for services with a Telemarketing Target by Postal Mail, etc. as a result of the Act of Telemarketing; and

二 電話勧誘行為により電話勧誘顧客から商品若しくは指定権利又は役務につき当該売買契約又は当該役務提供契約の申込みを郵便等により受け、その売買契約又は役務提供契約を締結したとき。

(ii) when the seller or the Service Provider has received an offer for a sales contract for goods or Designated Rights or an offer for a Service Contract for services from a Telemarketing Target by Postal Mail, etc. as a result of the Act of Telemarketing.

2 販売業者又は役務提供事業者は、前項第二号に該当する場合において、その売買契約又は役務提供契約を締結した際に、商品を引き渡し、若しくは指定権利を移転し、又は役務を提供し、かつ、商品若しくは指定権利の代金又は役務の対価の全部を受領したときは、直ちに、主務省令で定めるところにより、前条第一号及び第二号の事項並びに同条第五号の事項のうち売買契約又は役務提供契約の解除に関する事項その他主務省令で定める事項を記載した書面を購入者又は役務の提供を受ける者に交付しなければならない。

(2) Where a seller or a Service Provider falls under item (ii) of the preceding paragraph and, upon concluding a sales contract or Service Contract, he/she delivered the goods, transferred the Designated Rights, or provided the services and received the total amount of the charges for the goods or Designated Rights or the consideration for the services, he/she shall, pursuant to the provisions of ordinance of the competent ministry, immediately deliver to the purchaser or the service recipient a document containing the information referred to in items (i) and (ii) of the preceding Article, the portion of the information referred to in item (v) of the same Article that is about cancelling the sales contract or the Service Contract, and any information specified by ordinance of the competent ministry.

(電話勧誘販売における承諾等の通知)

(Notification of Acceptance, etc. in Telemarketing Sales)

第二十条 販売業者又は役務提供事業者は、商品若しくは指定権利又は役務につき売買契約又は役務提供契約の申込みをした者から当該商品の引渡し若しくは当該権利の移転又は当該役務の提供に先立つて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全部又は一部を受領することとする電話勧誘販売をする場合において、郵便等により当該商品若しくは当該権利又は当該役務につき売買契約又は役務提供契約の申込みを受け、かつ、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全部又は一部を受領したときは、遅滞なく、主務省令で定めるところにより、その申込みを承諾する旨又は承諾しない旨（そ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）その他の主務省令で定める事項をその者に書面により通知しなければならない。ただし、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全部又は一部を受領した後遅滞なく当該商品を送付し、若しくは当該権利を移転し、又は当該役務を提供したときは、この限りでない。

Article 20 Where a seller or Service Provider engages in Telemarketing Sales in which he/she receives charges for goods or rights or consideration for services in whole or in part prior to the delivery of goods, the transfer of rights, or the provision of services from a person who has offered a sales contract for goods or Designated Rights or who has offered a Service Contract for services, when the seller or Service Provider receives an offer for a sales contract for goods or rights or a Service Contract for services by Postal Mail, etc. and receives the charges for the goods or rights or the consideration for the services in whole or in part, he/she shall notify the person who made the offer in writing of his/her acceptance or non-acceptance of the offer (if he/she notified the person who made the offer of his/her acceptance or non-acceptance of the offer before receiving such charges or consideration, he/she shall send the person a notice to that effect) and of any other information specified by ordinance of the competent ministry without delay, pursuant to the provisions of ordinance of the competent ministry; provided, however, that this does not apply when the

seller or Service Provider has sent the goods, transferred the rights, or provided the services without delay after receiving the charges for the goods or rights or the consideration for the services in whole or in part.

(禁止行為)

(Prohibited Conduct)

第二十一条 販売業者又は役務提供事業者は、電話勧誘販売に係る売買契約若しくは役務提供契約の締結について勧誘をするに際し、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を妨げるため、次の事項につき、不実のことを告げる行為をしてはならない。

Article 21 (1) No seller or Service Provider shall misrepresent the following information, either in soliciting the conclusion of a sales contract or Service Contract through Telemarketing Sales, in order to prevent the withdrawal of an offer for a sales contract or a Service Contract arising from Telemarketing Sales, or in order to prevent the cancellation of such a contract:

一 商品の種類及びその性能若しくは品質又は権利若しくは役務の種類及びこれらの内容その他これらに類するものとして主務省令で定める事項

(i) the type of goods and their performance or quality, the type of rights or services, the details thereof, and other similar information specified by ordinance of the competent ministry;

二 商品若しくは権利の販売価格又は役務の対価

(ii) the selling price of the goods or rights, or the consideration for the services;

三 商品若しくは権利の代金又は役務の対価の支払の時期及び方法

(iii) the timing of payment and means of paying the charges for the goods or rights or the consideration for the services;

四 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

(iv) the time at which the goods will be delivered, the time at which the rights will be transferred, or the time at which the services will be provided;

五 当該売買契約若しくは当該役務提供契約の申込みの撤回又は当該売買契約若しくは当該役務提供契約の解除に関する事項（第二十四条第一項から第七項までの規定に関する事項（第二十六条第三項又は第四項の規定の適用がある場合にあっては、同条第三項又は第四項の規定に関する事項を含む。）を含む。）

(v) information about withdrawing the offer for the sales contract or the Service Contract or about cancelling the sales contract or the Service Contract (including information under the provisions of Article 24, paragraphs (1) through (7) (where the provisions of Article 26, paragraph (3) or (4) apply, this includes information under the provisions of paragraph (3) or (4) of the same Article));

六 電話勧誘顧客が当該売買契約又は当該役務提供契約の締結を必要とする事情に関する事項

(vi) information about any circumstances that make it necessary for the

Telemarketing Target to conclude the sales contract or the Service Contract;
and

七 前各号に掲げるもののほか、当該売買契約又は当該役務提供契約に関する事項であつて、電話勧誘顧客又は購入者若しくは役務の提供を受ける者の判断に影響を及ぼすこととなる重要なもの

(vii) in addition to what is set forth in the preceding items, any material information about the sales contract or Service Contract that would affect the decision of the Telemarketing Target, the purchaser, or the service recipient.

2 販売業者又は役務提供事業者は、電話勧誘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に際し、前項第一号から第五号までに掲げる事項につき、故意に事実を告げない行為をしてはならない。

(2) No seller or Service Provider shall intentionally fail to disclose facts with respect to the information listed in items (i) through (v) of the preceding paragraph in soliciting the conclusion of a sales contract or a Service Contract through Telemarketing Sales.

3 販売業者又は役務提供事業者は、電話勧誘販売に係る売買契約若しくは役務提供契約を締結させ、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を妨げるため、人を威迫して困惑させてはならない。

(3) No seller or Service Provider shall use intimidation to overwhelm a person in order to cause him/her to conclude a sales contract or a Service Contract arising from Telemarketing Sales, to prevent him/her from withdrawing an offer for a sales contract or a Service Contract arising from Telemarketing Sales, or to prevent him/her from canceling such a contract.

(合理的な根拠を示す資料の提出)

(Submission of Materials Showing Reasonable Grounds)

第二十一条の二 主務大臣は、前条第一項第一号に掲げる事項につき不実のことを告げる行為をしたか否かを判断するため必要があると認めるときは、当該販売業者又は当該役務提供事業者に対し、期間を定めて、当該告げた事項の裏付けとなる合理的な根拠を示す資料の提出を求めることができる。この場合において、当該販売業者又は当該役務提供事業者が当該資料を提出しないときは、次条及び第二十三条第一項の規定の適用については、当該販売業者又は当該役務提供事業者は、同号に掲げる事項につき不実のことを告げる行為をしたものとみなす。

Article 21-2 When the competent minister finds it necessary for determining whether or not a seller or Service Provider has misrepresented the information prescribed in paragraph (1), item (i) of the preceding Article, he/she may require the seller or Service Provider to submit materials showing reasonable grounds to support the information he/she conveyed to the counterparty, within a specified period. With regard to the application of the provisions of the following Article or Article 23, paragraph (1) in such a case, when the seller or

Service Provider has failed to submit such materials, he/she is deemed to have misrepresented the information prescribed in that item.

(指示)

(Instruction)

第二十二条 主務大臣は、販売業者又は役務提供事業者が第十六条から第二十一条までの規定に違反し、又は次に掲げる行為をした場合において、電話勧誘販売に係る取引の公正及び購入者又は役務の提供を受ける者の利益が害されるおそれがあると認めるときは、その販売業者又は役務提供事業者に対し、必要な措置をとるべきことを指示することができる。

Article 22 Where a seller or a Service Provider has violated any of the provisions of Articles 16 to 21 or has engaged in any of the following conduct, if the competent minister finds that the conduct is likely to prejudice the fairness of a transaction arising from Telemarketing Sales and the interests of the purchaser or the service recipient, he/she may instruct the seller or the Service Provider to take any necessary measures:

一 電話勧誘販売に係る売買契約若しくは役務提供契約に基づく債務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。

(i) refusing to perform or unjustly delaying performance of the obligations under a sales contract or Service Contract arising from Telemarketing Sales or the obligations that occur through cancellation of a sales contract or Service Contract arising from Telemarketing Sales in whole or in part;

二 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勧誘をするに際し、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を妨げるため、当該売買契約又は当該役務提供契約に関する事項であつて、電話勧誘顧客又は購入者若しくは役務の提供を受ける者の判断に影響を及ぼすこととなる重要なもの（第二十一条第一項第一号から第五号までに掲げるものを除く。）につき、故意に事実を告げないこと。

(ii) intentionally failing to disclose any material information about a sales contract or Service Contract that would affect the decision of the Telemarketing Target, the purchaser, or the service recipient (excluding the information listed in Article 21, paragraph (1), items (i) through (v)) in soliciting the conclusion of a sales contract or a Service Contract through Telemarketing Sales, in order to prevent the withdrawal of an offer for a sales contract or Service Contract arising from Telemarketing Sales, or in order to prevent the cancellation of such a contract; and

三 前二号に掲げるもののほか、電話勧誘販売に関する行為であつて、電話勧誘販売に係る取引の公正及び購入者又は役務の提供を受ける者の利益を害するおそれがあるものとして主務省令で定めるもの。

(iii) in addition to what is set forth in the preceding two items, conduct

connected with Telemarketing Sales that is specified by ordinance of the competent ministry as being likely to prejudice the fairness of a transaction arising from Telemarketing Sales and the interests of the purchaser or the service recipient.

(業務の停止等)

(Suspension of Business, etc.)

第二十三条 主務大臣は、販売業者若しくは役務提供事業者が第十六条から第二十一条までの規定に違反し若しくは前条各号に掲げる行為をした場合において電話勧誘販売に係る取引の公正及び購入者若しくは役務の提供を受ける者の利益が著しく害されるおそれがあると認めるとき、又は販売業者若しくは役務提供事業者が同条の規定による指示に従わないときは、その販売業者又は役務提供事業者に対し、一年以内の期間を限り、電話勧誘販売に関する業務の全部又は一部を停止すべきことを命ずることができる。

Article 23 (1) Where a seller or a Service Provider has violated any of the provisions of Articles 16 through 21 or has engaged in any of the conduct listed in the items of the preceding Article, if the competent minister finds that the conduct is likely to significantly prejudice the fairness of a transaction arising from Telemarketing Sales and the interests of the purchaser or the service recipient, or if the seller or the Service Provider fails to follow the instructions under the provisions of the same Article, the competent minister may order the seller or the Service Provider to suspend those of his/her business activities that are connected with Telemarketing Sales in whole or in part, during a specified period of no longer than one year.

2 主務大臣は、前項の規定による命令をしたときは、その旨を公表しなければならない。

(2) When the competent minister has issued an order pursuant to the preceding paragraph, he/she shall issue a public announcement to that effect.

(電話勧誘販売における契約の申込みの撤回等)

(Withdrawal/Cancellation of Contract in Telemarketing Sales)

第二十四条 販売業者若しくは役務提供事業者が電話勧誘行為により電話勧誘顧客から商品若しくは指定権利若しくは役務につき当該売買契約若しくは当該役務提供契約の申込みを郵便等により受けた場合におけるその申込みをした者又は販売業者若しくは役務提供事業者が電話勧誘行為により電話勧誘顧客と商品若しくは指定権利若しくは役務につき当該売買契約若しくは当該役務提供契約を郵便等により締結した場合におけるその購入者若しくは役務の提供を受ける者（以下この条及び次条において「申込者等」という。）は、書面により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（以下この条において「申込みの撤回等」という。）を行うことができる。ただし、申込者等が第十九条の書面を受領した日（その日前に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した場合（申込者等が、販売業者若しくは役務提供事業者が第二十一条第一項の規定に違反して申込みの撤回等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当該告げられた内容が事実であるとの誤認をし、又は販売業者若しく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期間を経過するまでに申込みの撤回等を行わなかつた場合には、当該申込者等が、当該販売業者又は当該役務提供事業者が主務省令で定めるところにより当該売買契約又は当該役務提供契約の申込みの撤回等を行うことができる旨を記載して交付した書面を受領した日から起算して八日を経過した場合）においては、この限りでない。

Article 24 (1) Where a seller or a Service Provider receives an offer for a sales contract for goods or Designated Rights or an offer for a Service Contract for services from a Telemarketing Target by Postal Mail, etc. as the result of an Act of Telemarketing, or where a seller or a Service Provider concludes a sales contract for goods or Designated Rights or a Service Contract for services with a Telemarketing Target by Postal Mail, etc. as a result of an Act of Telemarketing, the person who made the offer or the purchaser or the service recipient (hereinafter referred to as the "Purchasing Party" in this Article and the following Article) may withdraw his/her offer for a sales contract or Service Contract or cancel that sales contract or Service Contract (hereinafter referred to as a "Withdrawal/Cancellation" in this Article) in writing; provided, however, that this does not apply where eight days have passed since the date on which the Purchasing Party received the document referred to in Article 19 (or from the date on which he/she received the document referred to in Article 18, if the Purchasing Party received the document under Article 18 at an earlier date than that on which he/she received the document referred to in Article 19) (if the Purchasing Party did not effect a Withdrawal/Cancellation by that time limit because he/she was under the misapprehension that information about Withdrawal/Cancellation that the seller or the Service Provider had misrepresented to him/her, in violation of the provisions of Article 21, paragraph (1), was true, or because the Purchasing Party was overwhelmed due to the seller's or the Service Provider's use of intimidation, in violation of the provisions of paragraph (3) of the same Article, the first part of this paragraph does not apply when eight days have passed since the date on which the Purchasing Party received a document delivered thereto by the seller or the Service Provider pursuant to the provisions of ordinance of the competent ministry that contains a notice to the effect that the Purchasing Party may effect a Withdrawal/Cancellation with respect to said sales contract or Service Contract).

2 申込みの撤回等は、当該申込みの撤回等に係る書面を發した時に、その効力を生ずる。

(2) A Withdrawal/Cancellation takes effect at the time said

Withdrawal/Cancellation is set forth in writing.

- 3 申込みの撤回等があつた場合においては、販売業者又は役務提供事業者は、その申込みの撤回等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。
- (3) Where a Withdrawal/Cancellation has been effected, the seller or Service Provider may not claim damages nor demand the payment of any penalty in connection with the Withdrawal/Cancellation.
- 4 申込みの撤回等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又は権利の移転が既にされているときは、その引取り又は返還に要する費用は、販売業者の負担とする。
- (4) Where a Withdrawal/Cancellation has been effected, the seller bears the costs required for taking back or returning any goods already delivered or any rights already transferred under the sales contract.
- 5 役務提供事業者又は指定権利の販売業者は、役務提供契約又は指定権利の売買契約につき申込みの撤回等があつた場合には、既に当該役務提供契約に基づき役務が提供され又は当該権利の行使により施設が利用され若しくは役務が提供されたときにおいても、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又は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。
- (5) Where a Withdrawal/Cancellation has been effected for a Service Contract or a sales contract for Designated Rights, the Service Provider or the seller of the Designated Rights may not demand that the Purchasing Party pay consideration or any other money for services under the Service Contract, nor may the Service Provider or the seller demand that the Purchasing Party pay money equivalent to any profits earned through the exercise of the rights, even if services have already been provided based on the Service Contract, and even if facilities have already been used or services have already been provided due to the exercise of those rights.
- 6 役務提供事業者は、役務提供契約につき申込みの撤回等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、申込者等に対し、速やかに、これを返還しなければならない。
- (6) Where a Withdrawal/Cancellation has been effected for a Service Contract, the Service Provider shall promptly return any money he/she has received in association with that Service Contract to the Purchasing Party.
- 7 役務提供契約又は指定権利の売買契約の申込者等は、その役務提供契約又は売買契約につき申込みの撤回等を行つた場合において、当該役務提供契約又は当該指定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、当該役務提供事業者又は当該指定権利の販売業者に対し、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。
- (7) Where the Purchasing Party under a Service Contract or a sales contract for Designated Rights has effected a Withdrawal/Cancellation of the Service Contract or the sales contract, if the existing state of the Purchasing Party's land, building, or any other structure was changed in line with services that

were to be provided in connection with the Service Contract or the Designated Rights, he/she may demand the Service Provider or the seller of the Designated Rights to take the necessary measures to return it to its original state at no charge.

8 前各項の規定に反する特約で申込者等に不利なものは、無効とする。

(8) Any special provisions of a contract that run counter to the provisions of the preceding paragraphs and that are disadvantageous to the Purchasing Party are hereby invalidated.

(電話勧誘販売における契約の申込み又はその承諾の意思表示の取消し)

(Rescission of the Manifested Intention to Offer a Contract in Telemarketing Sales or to Accept Such Offer)

第二十四条の二 申込者等は、販売業者又は役務提供事業者が電話勧誘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に際し次の各号に掲げる行為をしたことにより、当該各号に定める誤認をし、それによつて当該売買契約若しくは当該役務提供契約の申込み又はその承諾の意思表示をしたときは、これを取り消すことができる。

Article 24-2 (1) Where a Purchasing Party was under the misapprehension specified in each of the following items as a result of the seller or the Service Provider engaging in the conduct listed in the relevant item in soliciting the conclusion of a sales contract or a Service Contract through Telemarketing Sales, because of which the Purchasing Party manifested his/her intention to offer a sales contract or Service Contract or to accept such offer, he/she may rescind his/her manifested intention to offer such contract or to accept such offer:

一 第二十一条第一項の規定に違反して不実のことを告げる行為 当該告げられた内容が事実であるとの誤認

(i) misrepresentation in violation of the provisions of Article 21, paragraph (1): the misapprehension that the information being represented was true; or

二 第二十一条第二項の規定に違反して故意に事実を告げない行為 当該事実が存在しないとの誤認

(ii) intentional failure to disclose a fact, in violation of the provisions of Article 21, paragraph (2): the misapprehension that the relevant fact did not exist.

2 第九条の三第二項から第四項までの規定は、前項の規定による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又はその承諾の意思表示の取消しについて準用する。

(2) The provisions of Article 9-3, paragraphs (2) through (4) apply mutatis mutandis to the rescission, under the provisions of the preceding paragraph, of the manifested intention to offer a sales contract or Service Contract arising from Telemarketing Sales or to accept such offer.

(電話勧誘販売における契約の解除等に伴う損害賠償等の額の制限)

(Limitation to the Amount of Damages, etc. for Cancellation or Default of Contract in Telemarketing Sales)

第二十五条 販売業者又は役務提供事業者は、第十九条第一項各号のいずれかに該当する売買契約又は役務提供契約の締結をした場合において、その売買契約又はその役務提供契約が解除されたときは、損害賠償額の予定又は違約金の定めがあるときにおいても、次の各号に掲げる場合に応じ当該各号に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購入者又は役務の提供を受ける者に対して請求することができない。

Article 25 (1) Where a seller or Service Provider has concluded a sales contract or Service Contract falling under any of the items in Article 19, paragraph (1), if the sales contract or Service Contract was canceled, he/she may not demand the purchaser or the service recipient to pay an amount of money that exceeds the total of the amount specified in each of the following items in accordance with the case listed therein and the amount of the relevant delinquency charges based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for penalties:

一 当該商品又は当該権利が返還された場合 当該商品の通常の使用料の額又は当該権利の行使により通常得られる利益に相当する額（当該商品又は当該権利の販売価格に相当する額から当該商品又は当該権利の返還された時における価額を控除した額が通常の使用料の額又は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）

(i) where the goods or rights were returned: the amount of the ordinary usage fees for the goods or the amount equivalent to the profit that can normally be earned through the exercise of the rights (when the amount equivalent to the selling price of the goods or rights less their market value as of the time of their return exceeds the amount of ordinary usage fees or the amount equivalent to the profit that can normally be earned through the exercise of the rights, such amount applies);

二 当該商品又は当該権利が返還されない場合 当該商品又は当該権利の販売価格に相当する額

(ii) where the goods or rights are not returned: the amount equivalent to the selling price of the goods or rights;

三 当該役務提供契約の解除が当該役務の提供の開始後である場合 提供された当該役務の対価に相当する額

(iii) where the Service Contract was canceled after the services started being provided: the amount equivalent to the consideration for the provided services; and

四 当該契約の解除が当該商品の引渡し若しくは当該権利の移転又は当該役務の提供の開始前である場合 契約の締結及び履行のために通常要する費用の額

(iv) where the contract was canceled prior to the delivery of the goods or the

transfer of the rights or prior to when the services started being provided:
the amount of costs normally required for concluding and performing a
contract.

- 2 販売業者又は役務提供事業者は、第十九条第一項各号のいずれかに該当する売買契約又は役務提供契約の締結をした場合において、その売買契約についての代金又はその役務提供契約についての対価の全部又は一部の支払の義務が履行されない場合（売買契約又は役務提供契約が解除された場合を除く。）には、損害賠償額の予定又は違約金の定めがあるときにおいても、当該商品若しくは当該権利の販売価格又は当該役務の対価に相当する額から既に支払われた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額を控除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購入者又は役務の提供を受ける者に対して請求することができない。

- (2) Where a seller or Service Provider has concluded a sales contract or Service Contract falling under any of the items in Article 19, paragraph (1), if the obligation to pay the charges under the sales contract or the consideration under the Service Contract is not performed in whole or in part (excluding where the sales contract or Service Contract has been canceled), the seller or Service Provider may not demand that the purchaser or the service recipient pay an amount of money that exceeds the total of the amount equivalent to the selling price of the goods or rights or the consideration for the services less the already-paid amount of the charges for the goods or rights or consideration for the services plus the amount of any delinquency charges based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for penalties.

第五節 雑則

Section 5 Miscellaneous Provisions

(適用除外)

(Exclusion from Application)

第二十六条 前三節の規定は、次の販売又は役務の提供で訪問販売、通信販売又は電話勧誘販売に該当するものについては、適用しない。

Article 26 (1) The provisions of the preceding three Sections do not apply to the following sales or provision of services that falls under the category of Door-to-Door Sales, Mail Order Sales, or Telemarketing Sales:

- 一 売買契約又は役務提供契約で、その申込みをした者が営業のために若しくは営業として締結するもの又は購入者若しくは役務の提供を受ける者が営業のために若しくは営業として締結するものに係る販売又は役務の提供

- (i) sales or provision of services under a sales contract or Service Contract that the person who offered it, or the purchaser or the service recipient concluded for business purposes or as a part of business;

- 二 本邦外に在る者に対する商品若しくは権利の販売又は役務の提供
- (ii) sales of goods or rights or provision of services to persons residing outside Japan;
- 三 国又は地方公共団体が行う販売又は役務の提供
- (iii) sales or provision of services by the national or local government;
- 四 次の団体はその直接又は間接の構成員に対して行う販売又は役務の提供（その団体が構成員以外の者にその事業又は施設を利用させることができる場合には、これらの者に対して行う販売又は役務の提供を含む。）
- (iv) sales or provision of services by the following organizations to their direct or indirect members (when an organization is able to make its business or facilities available to non-members, this includes sales or provision of services to such non-members):
- イ 特別の法律に基づいて設立された組合並びにその連合会及び中央会
- (a) partnerships established based on a special act and federations or central associations thereof;
- ロ 国家公務員法（昭和二十二年法律第百二十号）第百八条の二又は地方公務員法（昭和二十五年法律第二百六十一号）第五十二条の団体
- (b) organizations under Article 108-2 of the National Public Service Act (Act No. 120 of 1947) or Article 52 of the Local Public Service Act (Act No. 261 of 1950); and
- ハ 労働組合
- (c) labor unions;
- 五 事業者がその従業者に対して行う販売又は役務の提供
- (v) sales or provision of services by a business operator to its employees;
- 六 株式会社以外の者が発行する新聞紙の販売
- (vi) sales of a newspaper published by a person that is not a stock company;
- 七 弁護士が行う弁護士法（昭和二十四年法律第二百五号）第三条第一項に規定する役務の提供及び同法第三十条の二に規定する弁護士法人が行う同法第三条第一項又は第三十条の五に規定する役務の提供並びに外国弁護士による法律事務の取扱いに関する特別措置法（昭和六十一年法律第六十六号）第二条第三号に規定する外国法事務弁護士が行う同法第三条第一項、第五条第一項、第五条の二第一項又は第五条の三に規定する役務の提供
- (vii) provision of the services prescribed in Article 3, paragraph (1) of the Attorney Act (Act No. 205 of 1949) by an attorney-at-law, provision of the services prescribed in Article 3, paragraph (1) or Article 30-5 of the same Act by a legal professional corporation prescribed in Article 30-2 of the same Act, and provision of the services prescribed in Article 3, paragraph (1), Article 5, paragraph (1), Article 5-2, paragraph (1) or Article 5-3 of the Act on Special Measures concerning the Handling of Legal Services by Foreign Lawyers (Act No. 66 of 1986) by a registered foreign lawyer prescribed in Article 2, item (iii) of the same Act;

八 次に掲げる販売又は役務の提供

(viii) the following sales or provision of services:

イ 金融商品取引法（昭和二十三年法律第二十五号）第二条第九項に規定する金融商品取引業者が行う同条第八項に規定する商品の販売又は役務の提供、同条第十二項に規定する金融商品仲介業者が行う同条第十一項に規定する役務の提供、同項に規定する登録金融機関が行う同法第三十三条の五第一項第三号に規定する商品の販売又は役務の提供、同法第七十九条の十に規定する認定投資者保護団体が行う同法第七十九条の七第一項に規定する役務の提供及び同法第二条第三十項に規定する証券金融会社が行う同法第一百五十六条の二十四第一項又は第一百五十六条の二十七第一項に規定する役務の提供

(a) the sale of goods or provision of services prescribed in Article 2, paragraph (8) of the Financial Instruments and Exchange Act (Act No. 25 of 1948) by a financial instruments business operator prescribed in paragraph (9) of the same Article, the provision of services prescribed in paragraph (11) of the same Article by a financial instruments intermediary prescribed in paragraph (12) of the same Article, the sale of goods or provision of services prescribed in Article 33-5, paragraph (1), item (iii) of the same Act by a registered financial institution prescribed in Article 2, paragraph (11) of the same Act, provision of services prescribed in Article 79-7, paragraph (1) of the same Act by a certified investor protection organization prescribed in Article 79-10 of the same Act, and provision of services prescribed in Article 156-24, paragraph (1) or Article 156-27, paragraph (1) of the same Act by a securities finance company prescribed in Article 2, paragraph (30) of the same Act;

ロ 宅地建物取引業法（昭和二十七年法律第七十六号）第二条第三号に規定する宅地建物取引業者（信託会社又は金融機関の信託業務の兼営等に関する法律（昭和十八年法律第四十三号）第一条第一項の認可を受けた金融機関であつて、宅地建物取引業法第二条第二号に規定する宅地建物取引業を営むものを含む。）が行う宅地建物取引業法第二条第二号に規定する商品の販売又は役務の提供

(b) the sale of goods or provision of services prescribed in Article 2, item (ii) of the Building Lots and Buildings Transaction Business Act (Act No. 176 of 1952) by a real estate transaction operator prescribed in Article 2, item (iii) of the same Act (including a trust company or a financial institution that has obtained the authorization set forth in Article 1, paragraph (1) of the Act on Provision, etc. of Trust Business by Financial Institutions (Act No. 43 of 1943) that engages in the real estate transaction business prescribed in Article 2, item (ii) of the Building Lots and Buildings Transaction Business Act);

ハ 旅行業法（昭和二十七年法律第二百三十九号）第六条の四第一項に規定する旅行業者及び同条第三項に規定する旅行業者代理業者が行う同法第二条第三項に規定する役務の提供

(c) the provision of services prescribed in Article 2, paragraph (3) of the Travel Agency Act (Act No. 239 of 1952) by a travel agent prescribed in Article 6-4, paragraph (1) of the same Act or a travel agent's business representative prescribed in paragraph (3) of the same Article; and

ニ イからハまでに掲げるもののほか、他の法律の規定によつて訪問販売、通信販売又は電話勧誘販売における商品若しくは指定権利の売買契約又は役務提供契約について、その勧誘若しくは広告の相手方、その申込みをした者又は購入者若しくは役務の提供を受ける者の利益を保護することができるものと認められる販売又は役務の提供として政令で定めるもの

(d) in addition to what is provided for in (a) to (c), sales and the provision of services that are specified by Cabinet Order as those under a sales contract for goods or Designated Rights or those under a Service Contract, that arise from Door-to-Door Sales, Mail Order Sales, or Telemarketing Sales and for which it is found that the interests of the person who makes the offer, the purchaser, or the service recipient can be protected based on the provisions of another Act.

2 第四条、第五条、第九条、第十八条、第十九条及び第二十四条の規定は、その全部の履行が契約の締結後直ちに行われることが通例である役務の提供として政令で定めるものであつて、訪問販売又は電話勧誘販売に該当するものの全部又は一部が、契約の締結後直ちに履行された場合（主務省令で定める場合に限る。）については、適用しない。

(2) The provisions of Articles 4, 5, 9, 18, 19 and 24 do not apply where the whole or a part of the provision of services that is specified by a Cabinet Order as being normally performed in whole immediately after concluding a contract and that falls under the category of Door-to-Door Sales or Telemarketing Sales, has been performed immediately after concluding the contract (limited to the cases specified by ordinance of the competent ministry).

3 第九条及び第二十四条の規定は、次の販売又は役務の提供で訪問販売又は電話勧誘販売に該当するものについては、適用しない。

(3) The provisions of Articles 9 and 24 do not apply to the following sales or provision of services that falls under the category of Door-to-Door Sales or Telemarketing Sales:

一 その販売条件又は役務の提供条件についての交渉が、販売業者又は役務提供事業者と購入者又は役務の提供を受ける者との間で相当の期間にわたり行われることが通常取引の態様である商品又は役務として政令で定めるものの販売又は提供

(i) sales or the provision of goods or services specified by a Cabinet Order as normally being transacted by negotiating the terms and conditions for the sales or provision of services between the seller or the Service Provider and the purchaser or the service recipient over a reasonable period of time; and

二 契約の締結後速やかに提供されない場合には、その提供を受ける者の利益を著しく害するおそれがある役務として政令で定める役務の提供

(ii) provision of services specified by a Cabinet Order as being likely to significantly prejudice the interests of the service recipient if the services are not offered promptly after concluding the contract.

4 第九条及び第二十四条の規定は、訪問販売又は電話勧誘販売に該当する販売又は役務の提供が次の場合に該当する場合における当該販売又は役務の提供については、適用しない。

(4) The provisions of Articles 9 and 24 do not apply to sales or the provision of services that fall under the category of Door-to-Door Sales or Telemarketing Sales when any of the following applies:

一 第九条第一項に規定する申込者等又は第二十四条第一項に規定する申込者等が第四条若しくは第五条又は第十八条若しくは第十九条の書面を受領した場合において、その使用若しくは一部の消費により価額が著しく減少するおそれがある商品として政令で定めるもの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。）。

(i) where the Purchasing Party prescribed in Article 9, paragraph (1) or the Purchasing Party prescribed in Article 24, paragraph (1) has received a document referred to in Article 4, 5, 18, or 19, when the Purchasing Party has used or consumed in whole or in part goods specified by Cabinet Order as having a value that is likely to decline significantly through their use or partial consumption (except where the seller had caused the Purchasing Party to use or consume said goods in whole or in part);

二 第九条第一項に規定する申込者等又は第二十四条第一項に規定する申込者等が第四条若しくは第五条又は第十八条若しくは第十九条の書面を受領した場合において、相当の期間品質を保持することが難しく、品質の低下により価額が著しく減少するおそれがある商品として政令で定めるものを引き渡されたとき。

(ii) where the Purchasing Party prescribed in Article 9, paragraph (1) or the Purchasing Party prescribed in Article 24, paragraph (1) has received a document referred to in Article 4, 5, 18, or 19, when the goods transferred thereto were goods specified by Cabinet Order as being of a quality that is difficult to maintain for any reasonable period of time and whose value is likely to decline significantly due to a decline in quality; or

三 第五条第二項又は第十九条第二項に規定する場合において、当該売買契約に係る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役務の対価の総額が政令で定める金額に満たないとき。

(iii) in the cases prescribed in Article 5, paragraph (2) or Article 19, paragraph (2), when the total amount of the charges for the goods or the Designated Rights under the sales contract or the consideration for the services under the Service Contract is below the amount specified by Cabinet Order.

5 第四条から第十条までの規定は、次の訪問販売については、適用しない。

(5) The provisions of Articles 4 through 10 do not apply to the following Door-to-

Door Sales:

一 その住居において売買契約若しくは役務提供契約の申込みをし又は売買契約若しくは役務提供契約を締結することを請求した者に対して行う訪問販売

(i) Door-to-Door Sales to a person who offered a sales contract or a Service Contract or requested that such a contract be concluded at his/her residence; and

二 販売業者又は役務提供事業者がその営業所等以外の場所において商品若しくは指定権利若しくは役務につき売買契約若しくは役務提供契約の申込みを受け又は売買契約若しくは役務提供契約を締結することが通例であり、かつ、通常購入者又は役務の提供を受ける者の利益を損なうおそれがないと認められる取引の態様で政令で定めるものに該当する訪問販売

(ii) Door-to-Door Sales that fall under a form of transaction specified by Cabinet Order in which it is normal for the seller or Service Provider to receive offers for or conclude sales contracts for goods or Designated Rights or Service Contracts for services at a place other than a Business Office, etc. and that is found unlikely to prejudice the interests of the purchaser or the service recipient.

6 第十八条、第十九条及び第二十一条から前条までの規定は、次の電話勧誘販売については、適用しない。

(6) The provisions of Articles 18, 19, and 21 through 25 do not apply to the following Telemarketing Sales:

一 売買契約若しくは役務提供契約の申込みをし又は売買契約若しくは役務提供契約を締結するために電話をかけることを請求した者（電話勧誘行為又は政令で定める行為によりこれを請求した者を除く。）に対して行う電話勧誘販売

(i) Telemarketing Sales to a person who requested a telephone call in order to make an offer for or conclude a sales contract or a Service Contract (excluding a person who made such a request as a result of an Act of Telemarketing or because of conduct specified by a Cabinet Order); and

二 販売業者又は役務提供事業者が電話勧誘行為により商品若しくは指定権利若しくは役務につき当該売買契約若しくは当該役務提供契約の申込みを郵便等により受け又は当該売買契約若しくは当該役務提供契約を郵便等により締結することが通例であり、かつ、通常購入者又は役務の提供を受ける者の利益を損なうおそれがないと認められる取引の態様で政令で定めるものに該当する電話勧誘販売

(ii) Telemarketing Sales that fall under a form of transaction specified by a Cabinet Order in which it is normal for the seller or Service Provider to receive offers for or conclude sales contracts for goods or Designated Rights or Service Contracts for services by Postal Mail, etc. as a result of an Act of Telemarketing, and that is found unlikely to prejudice the interests of the purchaser or the service recipient.

7 第十条及び前条の規定は、割賦販売（割賦販売法（昭和三十六年法律第百五十九号）第二条第一項に規定する割賦販売をいう。以下同じ。）で訪問販売又は電話勧誘

販売に該当するものについては、適用しない。

(7) The provisions of Article 10 and the preceding Article do not apply to installment sales (meaning installment sales prescribed in Article 2, paragraph (1) of the Installment Sales Act (Act No. 159 of 1961); the same applies hereinafter) that fall under the category of Door-to-Door Sales or Telemarketing Sales.

8 第十一条及び第十三条の規定は、割賦販売等（割賦販売、割賦販売法第二条第二項に規定するローン提携販売、同条第三項に規定する包括信用購入あつせん又は同条第四項に規定する個別信用購入あつせんに係る販売をいう。次項において同じ。）で通信販売に該当するものについては、適用しない。

(8) The provisions of Articles 11 and 13 do not apply to installment sales, etc. (meaning installment sales, sales with affiliated loans as prescribed in Article 2, paragraph (2) of the Installment Sales Act, sales with comprehensive third party credit as prescribed in paragraph (3) of the same Article, or sales with transaction-specific third party credit as prescribed in paragraph (4) of the same Article; the same applies in the following paragraph) that fall under the category of Mail Order Sales.

9 第二十条の規定は、割賦販売等で電話勧誘販売に該当するものについては、適用しない。

(9) The provisions of Article 20 do not apply to installment sales, etc. that fall under the category of Telemarketing Sales.

(訪問販売協会)

(Door-to-Door Sales Associations)

第二十七条 その名称中に訪問販売協会という文字を用いる一般社団法人は、訪問販売に係る取引を公正にし、並びに購入者及び役務の提供を受ける者の利益を保護するとともに、訪問販売の事業の健全な発展に資することを目的とし、かつ、訪問販売を業として営む者を社員とする旨の定款の定めがあるものに限り、設立することができる。

Article 27 (1) A general incorporated association that includes the words "Door-to-Door Sales Association" in its name may be established, provided that its articles of incorporation contain provisions to the effect that it will ensure the fairness of transactions arising from Door-to-Door Sales, protect the interests of the purchasers or the service recipients, contribute to the sound development of the Door-to-Door Sales business, and have as its members persons who engage in Door-to-Door Sales as a business.

2 前項に規定する定款の定めは、これを変更することができない。

(2) The provisions of the articles of incorporation prescribed in the preceding paragraph may not be changed.

(協会への加入の制限等)

(Restrictions, etc. on Joining the Association)

第二十七条の二 前条第一項の一般社団法人（以下「訪問販売協会」という。）は、その定款において、第八条第一項の規定により訪問販売に関する業務の全部若しくは一部の停止を命ぜられた者又は第二十九条の三に規定する定款の定めによつて当該訪問販売協会から除名の処分を受けた者については、その者が社員として加入することを拒否することができる旨を定めなければならない。

Article 27-2 (1) A general incorporated association set forth in paragraph (1) of the preceding Article (hereinafter referred to as a "Door-to-Door Sales Association") shall provide in its articles of incorporation to the effect that it may refuse to allow any party that has been ordered to suspend those of its business activities that are connected with Door-to-Door Sales in whole or in part pursuant to the provisions of Article 8, paragraph (1), or any party that has been expelled by a Door-to-Door Sales Association pursuant to the provisions of the articles of incorporation prescribed in Article 29-3, to become a member of that Door-to-Door Sales Association.

2 訪問販売協会は、社員の名簿を公衆の縦覧に供しなければならない。

(2) A Door-to-Door Sales Association shall make the directory of its members available for public inspection.

(成立の届出)

(Notification of Incorporation)

第二十七条の三 訪問販売協会は、成立したときは、成立の日から二週間以内に、登記事項証明書及び定款の写しを添えて、その旨を主務大臣に届け出なければならない。

Article 27-3 (1) When a Door-to-Door Sales Association has been incorporated, notification to that effect shall be submitted to the competent minister with a certificate of registered matters and a copy of its articles of incorporation attached thereto, within two weeks from the day of its incorporation.

2 主務大臣は、前項の規定による届出があつたときは、その旨を公示しなければならない。

(2) When a notification under the provisions of the preceding paragraph has been submitted, the competent minister shall issue a public notice to that effect.

(変更の届出)

(Notification of Changes)

第二十七条の四 訪問販売協会は、その名称、住所、定款その他の主務省令で定める事項について変更があつたときは、当該変更の日から二週間以内に、その旨を主務大臣に届け出なければならない。

Article 27-4 (1) When there have been any changes to a Door-to-Door Sales Association's name, address, articles of incorporation or any other information specified by ordinance of the competent ministry, notification to that effect shall be submitted to the competent minister within two weeks from the day on which such change occurred.

2 前条第二項の規定は、前項の規定による届出について準用する。

(2) The provisions of paragraph (2) of the preceding Article applies mutatis mutandis to a notification under the provisions of the preceding paragraph.

(名称の使用制限)

(Restrictions on Name Use)

第二十八条 訪問販売協会でない者は、その名称又は商号中に、訪問販売協会であると誤認されるおそれのある文字を用いてはならない。

Article 28 (1) A person who is not a Door-to-Door Sales Association may not use words in his/her name or trade name that will likely cause him/her to be mistaken for a Door-to-Door Sales Association.

2 訪問販売協会に加入していない者は、その名称又は商号中に、訪問販売協会会員であると誤認されるおそれのある文字を用いてはならない。

(2) A person who is not a member of a Door-to-Door Sales Association may not use words in his/her name or trade name that will likely cause him/her to be mistaken for a Door-to-Door Sales Association member.

(購入者等の利益の保護に関する措置)

(Measures for Protecting the Interests of the Purchaser, etc.)

第二十九条 訪問販売協会は、購入者又は役務の提供を受ける者等から会員の営む訪問販売の業務に関する苦情について解決の申出があつたときは、その相談に応じ、申出人に必要な助言をし、その苦情に係る事情を調査するとともに、当該会員に対しその苦情の内容を通知してその迅速な処理を求めなければならない。

Article 29 (1) When a Door-to-Door Sales Association is requested by a purchaser, a service recipient, or other relevant person to help settle a complaint about business activities for Door-to-Door Sales in which a member is engaging, it shall hold consultations, provide the necessary advice to the requester, and investigate the circumstances surrounding the complaint, as well as notifying the member of the details of the complaint and requesting that it be processed promptly.

2 訪問販売協会は、前項の申出に係る苦情の解決について必要があると認めるときは、当該会員に対し、文書若しくは口頭による説明を求め、又は資料の提出を求めることができる。

(2) When a Door-to-Door Sales Association finds it necessary for settling a complaint connected with a request under the preceding paragraph, it may demand written or oral explanations or the submission of materials from the member.

3 会員は、訪問販売協会から前項の規定による求めがあつたときは、正当な理由がないのに、これを拒んではならない。

(3) A member may not refuse a demand made by a Door-to-Door Sales Association under the provisions of the preceding paragraph without justifiable

grounds.

4 訪問販売協会は、第一項の申出、当該苦情に係る事情及びその解決の結果について会員に周知させなければならない。

(4) A Door-to-Door Sales Association shall fully inform its members about any request under paragraph (1), the circumstances involved in the complaint, and the result of the settlement of the complaint.

第二十九条の二 訪問販売協会は、会員の営む訪問販売の業務に係る売買契約若しくは役務提供契約をこの法律の規定により解除し、又は会員の営む訪問販売の業務に係る売買契約若しくは役務提供契約の申込み若しくはその承諾の意思表示をこの法律の規定により取り消して当該会員に支払った金銭の返還を請求した者に対し、正当な理由なくその金銭の返還がされない場合に、その者に対し、一定の金額の金銭を交付する業務を行うものとする。

Article 29-2 (1) A Door-to-Door Sales Association shall carry out business activities for delivering a certain amount of money to a person who has paid money to a member and requested a refund thereof after canceling, pursuant to the provisions of this Act, a sales contract or Service Contract related to the business activities the member engages in for Door-to-Door Sales or after rescinding, pursuant to the provisions of this Act, the manifested intention to offer a sales contract or Service Contract arising from the business activities the member engages in for Door-to-Door Sales or to accept such offer, if the member has failed to refund such money without justifiable grounds.

2 訪問販売協会は、前項の業務に関する基金を設け、この業務に要する費用に充てることを条件として会員から出えんされた金額の合計額をもつてこれに充てるものとする。

(2) A Door-to-Door Sales Association shall set up a fund for the business activities set forth in the preceding paragraph, and shall allocate to such fund the total amount of money contributed by its members on the condition of its allocation to the expenses required for said business activities.

3 訪問販売協会は、定款において、第一項の業務の実施の方法を定めておかなければならない。

(3) A Door-to-Door Sales Association shall specify the means by which it will implement the business activities set forth in paragraph (1) in its articles of incorporation.

4 訪問販売協会は、前項の規定により業務の実施の方法を定めたときは、これを公表しなければならない。これを変更したときも、同様とする。

(4) When a Door-to-Door Sales Association has specified the means by which it will implement its business activities pursuant to the provisions of the preceding paragraph, it shall issue a public announcement of those means. The same applies when the Door-to-Door Sales Association has changed those means.

(社員に対する処分)

(Disposition against a Member)

第二十九条の三 訪問販売協会は、その定款において、社員が、この法律の規定又はこの法律の規定に基づく処分に違反する行為をした場合に、当該社員に対し、過怠金を課し、定款に定める社員の権利の停止若しくは制限を命じ、又は除名する旨を定めなければならない。

Article 29-3 A Door-to-Door Sales Association shall set forth in its articles of incorporation that, in the event that a member engages in conduct in violation of the provisions of this Act or any disposition based on the provisions of this Act, it will impose a monetary penalty on the member, order the member's rights as provided for in the articles of incorporation to be suspended or restricted, or expel the member.

(情報の提供等)

(Provision of Information, etc.)

第二十九条の四 主務大臣は、訪問販売協会に対し、第二十九条及び第二十九条の二に規定する業務の実施に関し必要な情報及び資料の提供又は指導及び助言を行うものとする。

Article 29-4 The competent minister shall provide the necessary information and materials or offer the necessary guidance and advice concerning the implementation of the business activities prescribed in Articles 29 and 29-2 to a Door-to-Door Sales Association.

(訪問販売協会の業務の監督)

(Supervision of the Business Activities of a Door-to-Door Sales Association)

第二十九条の五 訪問販売協会の業務は、主務大臣の監督に属する。

Article 29-5 (1) The business activities of a Door-to-Door Sales Association are subject to the supervision of the competent minister.

2 主務大臣は、業務の適正な実施を確保するため必要があると認めるときは、この法律の規定の施行に必要な限度において、当該業務及び訪問販売協会の財産の状況を検査し、又は訪問販売協会に対し、その改善に必要な措置をとるべきことを命ずることができる。

(2) Where the competent minister finds it necessary for securing the proper implementation of business activities, he/she may, to the extent necessary for enforcing the provisions of this Act, inspect a Door-to-Door Sales Association's business activities or property status or order a Door-to-Door Sales Association to take any measures necessary for the improvement thereof.

3 主務大臣は、前項の命令をした場合において、購入者又は役務の提供を受ける者の利益を保護するため特に必要があると認めるときは、当該命令をした旨を公表することができる。

(3) When the competent minister has given the order set forth in the preceding paragraph, if he/she finds it particularly necessary for protecting the interests of purchasers or service recipients, he/she may issue a public announcement to the effect that he/she has done so.

(通信販売協会)

(Mail Order Sales Associations)

第三十条 その名称中に通信販売協会という文字を用いる一般社団法人は、通信販売に係る取引を公正にし、並びに購入者及び役務の提供を受ける者の利益を保護するとともに、通信販売の事業の健全な発展に資することを目的とし、かつ、通信販売を業として営む者を社員とする旨の定款の定めがあるものに限り、設立することができる。

Article 30 (1) A general incorporated association that includes the words "Mail Order Sales Association" in its name may be established, provided that its articles of incorporation contain provisions to the effect that it will ensure the fairness of transactions arising from Mail Order Sales, protect the interests of the purchasers or the service recipients, contribute to the sound development of the Mail Order Sales business, and have as its members persons who engage in Mail Order Sales as a business.

2 前項に規定する定款の定めは、これを変更することができない。

(2) The provisions of the articles of incorporation prescribed in the preceding paragraph may not be changed.

(成立の届出)

(Notification of Incorporation)

第三十条の二 前条第一項の一般社団法人（以下「通信販売協会」という。）は、成立したときは、成立の日から二週間以内に、登記事項証明書及び定款の写しを添えて、その旨を主務大臣に届け出なければならない。

Article 30-2 (1) When a general incorporated association set forth in paragraph (1) of the preceding Article (hereinafter referred to as a "Mail Order Sales Association") has been incorporated, notification to that effect shall be submitted to the competent minister with a certificate of registered matters and a copy of its articles of incorporation attached thereto, within two weeks from the day of its incorporation.

2 主務大臣は、前項の規定による届出があつたときは、その旨を公示しなければならない。

(2) When a notification under the provisions of the preceding paragraph has been submitted, the competent minister shall issue a public notice to that effect.

(変更の届出)

(Notification of Changes)

第三十条の三 通信販売協会は、その名称、住所その他の主務省令で定める事項につい

て変更があつたときは、当該変更の日から二週間以内に、その旨を主務大臣に届け出なければならぬ。

Article 30-3 (1) When there have been any changes to a Mail Order Sales Association's name, address, articles of incorporation or any other information specified by ordinance of the competent ministry, notification to that effect shall be submitted the competent minister within two weeks from the day on which such change occurred.

2 前条第二項の規定は、前項の規定による届出について準用する。

(2) The provisions of paragraph (2) of the preceding Article apply mutatis mutandis to a notification under the provisions of the preceding paragraph.

(名称の使用制限)

(Restrictions on Name Use)

第三十一条 通信販売協会でない者は、その名称又は商号中に、通信販売協会であると誤認されるおそれのある文字を用いてはならない。

Article 31 (1) A person who is not a Mail Order Sales Association may not use words in his/her name or trade name that will likely cause him/her to be mistaken for a Mail Order Sales Association.

2 通信販売協会に加入していない者は、その名称又は商号中に、通信販売協会会員であると誤認されるおそれのある文字を用いてはならない。

(2) A person who is not a member of a Mail Order Sales Association may not use words in his/her name or trade name that will likely cause him/her to be mistaken for a Mail Order Sales Association member.

(苦情の解決)

(Settlement of Complaints)

第三十二条 通信販売協会は、購入者又は役務の提供を受ける者等から会員の営む通信販売の業務に関する苦情について解決の申出があつたときは、その相談に応じ、申出人に必要な助言をし、その苦情に係る事情を調査するとともに、当該会員に対しその苦情の内容を通知してその迅速な処理を求めなければならない。

Article 32 (1) When a Mail Order Sales Association is requested by a purchaser, a service recipient, or any other relevant person to help settle a complaint about business activities for Mail Order Sales in which a member is engaging, it shall hold consultations, provide the necessary advice to the requester, and investigate the circumstances surrounding the complaint, as well as notifying the member of the details of the complaint and requesting that it be processed promptly.

2 通信販売協会は、前項の申出に係る苦情の解決について必要があると認めるときは、当該会員に対し、文書若しくは口頭による説明を求め、又は資料の提出を求めることができる。

(2) When a Mail Order Sales Association finds it necessary for settling a

complaint connected with a request under the preceding paragraph, it may demand written or oral explanations or submission of materials from the member.

3 会員は、通信販売協会から前項の規定による求めがあつたときは、正当な理由がないのに、これを拒んではならない。

(3) A member may not refuse a demand made by a Mail Order Sales Association under the provisions of the preceding paragraph without justifiable grounds.

4 通信販売協会は、第一項の申出、当該苦情に係る事情及びその解決の結果について会員に周知させなければならない。

(4) A Mail Order Sales Association shall fully inform its members about any request under paragraph (1), the circumstances involved in the complaint, and the result of settlement of the complaint.

(通信販売協会の業務の監督)

(Supervision of the Business Activities of a Mail Order Sales Association)

第三十二条の二 通信販売協会の業務は、主務大臣の監督に属する。

Article 32-2 (1) The business activities of a Mail Order Sales Association will be placed under the supervision of the competent minister.

2 主務大臣は、前条の業務の適正な実施を確保するため必要があると認めるときは、いつでも、当該業務及び通信販売協会の財産の状況を検査し、又は通信販売協会に対し、当該業務に関し監督上必要な命令をすることができる。

(2) Where the competent minister finds it necessary for securing the proper implementation of the business activities set forth in the preceding Article, he/she may, at any time, inspect a Mail Order Sales Association's business activities or property status or issue a Mail Order Sales Association any order that is necessary from a supervisory perspective, with regard to its business activities.

3 主務大臣は、前項の命令をした場合において、購入者又は役務の提供を受ける者の利益を保護するため特に必要があると認めるときは、当該命令をした旨を公表することができる。

(3) When the competent minister has given the order set forth in the preceding paragraph, if he/she finds it particularly necessary for protecting the interests of purchasers or service recipients, he/she may issue a public announcement to the effect that he/she has done so.

第三章 連鎖販売取引

Chapter III Multilevel Marketing Transactions

(定義)

(Definitions)

第三十三条 この章並びに第五十八条の七第一項及び第三項並びに第六十七条第一項に

において「連鎖販売業」とは、物品（施設を利用し又は役務の提供を受ける権利を含む。以下同じ。）の販売（そのあつせんを含む。）又は有償で行う役務の提供（そのあつせんを含む。）の事業であつて、販売の目的物たる物品（以下この章及び第五十八条の七第一項第一号イにおいて「商品」という。）の再販売（販売の相手方が商品を買って受けて販売することをいう。以下同じ。）、受託販売（販売の委託を受けて商品販売することをいう。以下同じ。）若しくは販売のあつせんをする者又は同種役務の提供（その役務と同一の種類の役務の提供をすることをいう。以下同じ。）若しくはその役務の提供のあつせんをする者を特定利益（その商品の再販売、受託販売若しくは販売のあつせんをする他の者又は同種役務の提供若しくはその役務の提供のあつせんをする他の者が提供する取引料その他の主務省令で定める要件に該当する利益の全部又は一部をいう。以下この章及び第五十八条の七第一項第四号において同じ。）を收受し得ることをもつて誘引し、その者と特定負担（その商品の購入若しくはその役務の対価の支払又は取引料の提供をいう。以下この章及び第五十八条の七第一項第四号において同じ。）を伴うその商品の販売若しくはそのあつせん又は同種役務の提供若しくはその役務の提供のあつせんに係る取引（その取引条件の変更を含む。以下「連鎖販売取引」という。）をするものをいう。

Article 33 (1) The term "Multilevel Marketing" as used in this Chapter and Article 58-7, paragraphs (1) and (3) and Article 67, paragraph (1) means the business of sale (including arranging the sale) of articles (including the rights to use facilities or to be provided with services; the same applies hereinafter) or the provision (including arranging the provision) of services in exchange for payment, wherein a counterparty is induced to resell the articles that have been sold thereto (hereinafter referred to as "Goods" in this Chapter and Article 58-7, paragraph (1), item (i)(a)) ("resell" means purchasing the Goods and then selling them; the same applies hereinafter), wherein a counterparty is induced to sell Goods on consignment (meaning being consigned the Goods and then selling them; the same applies hereinafter), wherein a counterparty is induced to arrange the sale of Goods, wherein a counterparty is induced to provide the same kind of services (meaning providing the same kind of services that have been provided thereto; the same shall apply hereinafter), or wherein a counterparty is induced to arrange for such services to be provided, using the possible receipt of a specified profit (meaning all or part of the transaction fees provided by another person who resells, sells on consignment, or arranges the sale of Goods, all or part of the transaction fees provided by another person who provides the same kind of services or arranges for such services to be provided, and any other profits that satisfy the requirements specified by ordinance of the competent ministry; hereinafter the same applies in this Chapter and Article 58-7, paragraph (1), item (iv)), and wherein transactions that involve a specified burden (meaning the purchase of Goods, payment of consideration for services, or provision of a transaction fee; hereinafter the same applies in this Chapter and Article 58-7, paragraph (1), item (iv)) are

carried out with the counterparty to sell or arrange the sale of Goods, or wherein transactions that involve a specified burden are carried out with the counterparty to provide or arrange the provision of the same type of services (such transactions include any change in the terms of a transaction; hereinafter referred to as "Multilevel Marketing Transactions").

2 この章並びに第五十八条の七、第六十六条第一項及び第六十七条第一項において「統括者」とは、連鎖販売業に係る商品に自己の商標を付し、若しくは連鎖販売業に係る役務の提供について自己の商号その他特定の表示を使用させ、連鎖販売取引に関する約款を定め、又は連鎖販売業を行う者の経営に関し継続的に指導を行う等一連の連鎖販売業を実質的に統括する者をいう。

(2) The term "Coordinator" as used in this Chapter and Article 58-7, Article 66, paragraph (1) and Article 67, paragraph (1) means the person coordinating the Multilevel Marketing program, which includes the person attaching his/her own trademark to the Multilevel Marketing Goods or causing his/her own trade name or other specific indication to be used for the provision of services through Multilevel Marketing, stipulating the adhesive terms and conditions of Multilevel Marketing Transactions, and continuously guiding the operations of the persons engaged in Multilevel Marketing.

3 この章において「取引料」とは、取引料、加盟料、保証金その他いかなる名義をもってするかを問わず、取引をするに際し、又は取引条件を変更するに際し提供される金品をいう。

(3) The term "transaction fee" as used in this Chapter means a transaction fee, a membership fee, a security deposit, or other money or goods provided at the time a transaction is carried out or upon changing the terms of a transaction, irrespective of the name given to it.

(連鎖販売取引における氏名等の明示)

(Clear Indication of Name, etc. in Multilevel Marketing Transactions)

第三十三条の二 統括者、勧誘者（統括者がそ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勧誘を行わせる者をいう。以下同じ。）又は一般連鎖販売業者（統括者又は勧誘者以外の者であつて、連鎖販売業を行う者をいう。以下同じ。）は、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をしようとするときは、その勧誘に先立つて、その相手方に対し、統括者、勧誘者又は一般連鎖販売業者の氏名又は名称（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を含む。）、特定負担を伴う取引についての契約の締結について勧誘をする目的である旨及び当該勧誘に係る商品又は役務の種類を明らかにしなければならない。

Article 33-2 Where a Coordinator, a solicitor (meaning a person who the Coordinator causes to engage in solicitation for Multilevel Marketing Transactions through the Multilevel Marketing program coordinated by the Coordinator; the same applies hereinafter), or a general multilevel marketing

distributor (meaning a person other than a Coordinator or a solicitor who engages in Multilevel Marketing; the same applies hereinafter) seeks to carry out Multilevel Marketing Transactions through the Multilevel Marketing program coordinated by the Coordinator, he/she shall clearly indicate to the counterparty, prior to solicitation, the name of the Coordinator, solicitor, or general multilevel marketing distributor (a solicitor or a general multilevel marketing distributor shall also indicate the name of the Coordinator), the fact that his/her purpose is to solicit a contract for transactions that involve a specified burden, and the type of Goods or services connected with the solicitation.

(禁止行為)

(Prohibited Conduct)

第三十四条 統括者又は勧誘者は、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（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（以下「店舗等」という。）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。）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、次の事項につき、故意に事実を告げず、又は不実のことを告げる行為をしてはならない。

Article 34 (1) No Coordinator or solicitor shall intentionally fail to disclose facts about nor misrepresent the following pieces of information either in soliciting a contract for Multilevel Marketing Transactions through the Multilevel Marketing program coordinated by the Coordinator (limited to a contract with an individual who, without using a store or other similar facility (hereinafter referred to as a "Store, etc."), sells or arranges the sale of the Goods that are sold through the Multilevel Marketing or provides or arranges for the provision of services that are provided through the Multilevel Marketing; hereinafter the same applies in this Article), or in order to prevent the cancellation of a contract for Multilevel Marketing Transactions arising from Multilevel Marketing:

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。）の種類及びその性能若しくは品質又は施設を利用し若しくは役務の提供を受ける権利若しくは役務の種類及びこれらの内容その他これらに類するものとして主務省令で定める事項

(i) the type of Goods (excluding rights to use a facility and to be provided services) and their performance or quality, the type of services, rights to use a facility, or rights to be provided services, the details thereof, and other similar information specified by ordinance of the competent ministry;

二 当該連鎖販売取引に伴う特定負担に関する事項

(ii) information about the specified burden involved in the Multilevel Marketing Transactions;

三 当該契約の解除に関する事項（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。）

(iii) information about cancelling the contract (including information under the provisions of Article 40, paragraphs (1) through (3) and Article 40-2, paragraphs (1) through (5));

四 その連鎖販売業に係る特定利益に関する事項

(iv) information about the specified profit involved in the Multilevel Marketing;

五 前各号に掲げるもののほか、その連鎖販売業に関する事項であつて、連鎖販売取引の相手方の判断に影響を及ぼすこととなる重要なもの

(v) in addition to what is set forth in the preceding items, any material information about the Multilevel Marketing that would affect the decision of the counterparty of the Multilevel Marketing Transactions.

2 一般連鎖販売業者は、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、前項各号の事項につき、不実のことを告げる行為をしてはならない。

(2) No general multilevel marketing distributor shall misrepresent the information listed in the items of the preceding paragraph, either in soliciting the conclusion of a contract for Multilevel Marketing Transactions through the Multilevel Marketing program coordinated by the Coordinator, or in order to prevent the cancellation of a contract for Multilevel Marketing Transactions arising from Multilevel Marketing.

3 統括者、勧誘者又は一般連鎖販売業者は、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てはならない。

(3) No Coordinator, solicitor, or general multilevel marketing distributor shall use intimidation to overwhelm a person in order to cause him/her to conclude a contract for Multilevel Marketing Transactions through the Multilevel Marketing program coordinated by the Coordinator or in order to prevent him/her from canceling a contract for Multilevel Marketing Transactions arising from Multilevel Marketing.

4 統括者、勧誘者又は一般連鎖販売業者は、特定負担を伴う取引についての契約の締結について勧誘をするためのものであることを告げずに営業所、代理店その他の主務省令で定める場所以外の場所において呼び止めて同行させることその他政令で定める方法により誘引した者に対し、公衆の出入りする場所以外の場所において、当該契約の締結について勧誘をしてはならない。

(4) No Coordinator, solicitor, or general multilevel marketing distributor shall solicit the conclusion of a contract for transactions involving a specified burden other than in a place into and out of which the general public comes and goes, from a person whom the Coordinator, solicitor, or general multilevel marketing distributor has stopped and caused to follow him/her or whom he/she has by

any other means specified by Cabinet Order induced away from a place that is not a business office, agency office, or any other place specified by ordinance of the competent ministry, without informing the person that the purpose for doing so is to solicit such a contract.

(合理的な根拠を示す資料の提出)

(Submission of Materials Showing Reasonable Grounds)

第三十四条の二 主務大臣は、前条第一項第一号又は第四号に掲げる事項につき不実のことを告げる行為をしたか否かを判断するため必要があると認めるときは、当該統括者、当該勧誘者又は当該一般連鎖販売業者に対し、期間を定めて、当該告げた事項の裏付けとなる合理的な根拠を示す資料の提出を求めることができる。この場合において、当該統括者、当該勧誘者又は当該一般連鎖販売業者が当該資料を提出しないときは、第三十八条第一項から第三項まで及び第三十九条第一項の規定の適用については、当該統括者、当該勧誘者又は当該一般連鎖販売業者は、前条第一項第一号又は第四号に掲げる事項につき不実のことを告げる行為をしたものとみなす。

Article 34-2 When the competent minister finds it necessary for determining whether or not a Coordinator, solicitor, or general multilevel marketing distributor has misrepresented the information prescribed in Article 34, paragraph (1), item (i) or (iv), he/she may require the Coordinator, solicitor, or general multilevel marketing distributor to submit materials showing reasonable grounds to support the information he/she conveyed to the other party, within a specified period. With regard to the application of the provisions of Article 38, paragraphs (1) through (3) and Article 39, paragraph (1) in such a case, when the Coordinator, solicitor, or general multilevel marketing distributor has failed to submit such materials, he/she is deemed to have misrepresented the information prescribed in Article 34, paragraph (1), item (i) or (iv).

(連鎖販売取引についての広告)

(Advertising Multilevel Marketing Transactions)

第三十五条 統括者、勧誘者又は一般連鎖販売業者は、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広告をするときは、主務省令で定めるところにより、当該広告に、その連鎖販売業に関する次の事項を表示しなければならない。

Article 35 When a Coordinator, a solicitor, or a general multilevel marketing distributor advertises the Multilevel Marketing Transactions that arise from the Multilevel Marketing program coordinated by the Coordinator, it shall indicate the following pieces of information about said Multilevel Marketing in the advertisement, pursuant to the provisions of ordinance of the competent ministry:

一 商品又は役務の種類

(i) the type of Goods or services;

二 当該連鎖販売取引に伴う特定負担に関する事項

(ii) information about the specified burden involved in the Multilevel Marketing Transactions;

三 その連鎖販売業に係る特定利益について広告をするときは、その計算の方法
(iii) if the specified profits for the Multilevel Marketing Transactions are advertised, the method of calculating such profits;

四 前三号に掲げるもののほか、主務省令で定める事項

(iv) in addition to the information listed in the preceding three items, information specified by ordinance of the competent ministry.

(誇大広告等の禁止)

(Prohibition of Misleading Advertising, etc.)

第三十六条 統括者、勧誘者又は一般連鎖販売業者は、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広告をするときは、その連鎖販売業に係る商品（施設を利用し及び役務の提供を受ける権利を除く。）の性能若しくは品質又は施設を利用し若しくは役務の提供を受ける権利若しくは役務の内容、当該連鎖販売取引に伴う特定負担、当該連鎖販売業に係る特定利益その他の主務省令で定める事項について、著しく事実に相違する表示をし、又は実際のものよりも著しく優良であり、若しくは有利であると人を誤認させるような表示をしてはならない。

Article 36 When a Coordinator, solicitor, or general multilevel marketing distributor advertises the Multilevel Marketing Transactions that arise from the Multilevel Marketing program coordinated by the Coordinator, it shall make no representation about the performance or quality of the Goods sold through the Multilevel Marketing (excluding rights to use a facility or to be provided services), the details of the rights to use a facility or to be provided services, or the details of services provided through the Multilevel Marketing, nor about the specified burden involved in the Multilevel Marketing Transactions, the specified profit involved in the Multilevel Marketing, or any other information specified by ordinance of the competent ministry, that differs vastly from the truth or misleads people into believing that it is vastly better or more advantageous than it is in reality.

(合理的な根拠を示す資料の提出)

(Submission of Materials Showing Reasonable Grounds)

第三十六条の二 主務大臣は、前条に規定する表示に該当するか否かを判断するため必要があると認めるときは、当該表示をした統括者、勧誘者又は一般連鎖販売業者に対し、期間を定めて、当該表示の裏付けとなる合理的な根拠を示す資料の提出を求めることができる。この場合において、当該統括者、当該勧誘者又は当該一般連鎖販売業者が当該資料を提出しないときは、第三十八条第一項から第三項まで及び第三十九条第一項の適用については、当該表示は、前条に規定する表示に該当するものとみなす。

Article 36-2 When the competent minister finds it necessary for determining

whether a Coordinator's, solicitor's, or general multilevel marketing distributor's representation falls under the category of representations provided for in the preceding Article, he/she may require the Coordinator, solicitor, or general multilevel marketing distributor who made that representation to submit materials showing reasonable grounds to support it within a specified period. With regard to the application of the provisions of Article 38, paragraphs (1) through (3) and Article 39, paragraph (1) in such a case, when the Coordinator, solicitor, or general multilevel marketing distributor has failed to submit such materials, the representation is deemed to fall under the category of representations provided for in the preceding Article.

(承諾をしていない者に対する電子メール広告の提供の禁止等)

(Prohibition, etc. on Sending E-mail Advertising to a Person Who Has Not Given His/Her Consent)

第三十六条の三 統括者、勧誘者又は一般連鎖販売業者は、次に掲げる場合を除き、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、その相手方となる者の承諾を得ないで電子メール広告をしてはならない。

Article 36-3 (1) Except in the following cases, neither a Coordinator nor a solicitor nor a general multilevel marketing distributor shall advertise the Multilevel Marketing Transactions that arise from the Multilevel Marketing program coordinated by the Coordinator via e-mail without the consent of the advertising target:

一 相手方となる者の請求に基づき、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係る電子メール広告（以下この章において「連鎖販売取引電子メール広告」という。）をするとき。

(i) when sending e-mail advertising the Multilevel Marketing Transactions that arise from the Multilevel Marketing program coordinated by the Coordinator (hereinafter referred to as "E-mail That Advertises Multilevel Marketing Transactions" in this Chapter) at the request of the advertising target; or

二 前号に掲げるもののほか、通常連鎖販売取引電子メール広告の提供を受ける者の利益を損なうおそれがないと認められる場合として主務省令で定める場合において、連鎖販売取引電子メール広告をするとき。

(ii) in addition to what is provided in the preceding item, when sending E-mail That Advertises Multilevel Marketing Transactions in cases specified by ordinance of the competent ministry as cases that are found to be unlikely to prejudice the interests of the target of the E-mail That Advertises Multilevel Marketing Transactions.

2 前項に規定する承諾を得、又は同項第一号に規定する請求を受けた統括者、勧誘者又は一般連鎖販売業者は、当該連鎖販売取引電子メール広告の相手方から連鎖販売取引電子メール広告の提供を受けない旨の意思の表示を受けたときは、当該相手方に対

し、連鎖販売取引電子メール広告をしてはならない。ただし、当該表示を受けた後に再び連鎖販売取引電子メール広告をすることにつき当該相手方から請求を受け、又は当該相手方の承諾を得た場合には、この限りでない。

(2) No Coordinator, solicitor, or general multilevel marketing distributor that has obtained the consent prescribed in the preceding paragraph or that has received a request provided for in item (i) of the same paragraph shall send E-mail That Advertises Multilevel Marketing Transactions to an advertising target if the target of the E-mail That Advertises Multilevel Marketing Transactions indicates that he/she is not willing to receive E-mail That Advertises Multilevel Marketing Transactions; provided, however, that this does not apply where the Coordinator, the solicitor, or the general multilevel marketing distributor has later received a request from the advertising target or has regained the consent of the advertising target to send E-mail That Advertises Multilevel Marketing Transactions.

3 統括者、勧誘者又は一般連鎖販売業者は、連鎖販売取引電子メール広告をするときは、第一項第二号に掲げる場合を除き、当該連鎖販売取引電子メール広告をすることにつきその相手方の承諾を得、又はその相手方から請求を受けたことの記録として主務省令で定めるものを作成し、主務省令で定めるところによりこれを保存しなければならない。

(3) When sending E-mail That Advertises Multilevel Marketing Transactions, a Coordinator, solicitor, or general multilevel marketing distributor shall, except in the case set forth in paragraph (1), item (ii), prepare what is specified by ordinance of the competent ministry as a record of having obtained the consent of the advertising target or having received a request from the advertising target to send E-mail That Advertises Multilevel Marketing Transactions, and shall preserve such records pursuant to the provisions of ordinance of the competent ministry.

4 統括者、勧誘者又は一般連鎖販売業者は、連鎖販売取引電子メール広告をするときは、第一項第二号に掲げる場合を除き、当該連鎖販売取引電子メール広告に、第三十五条各号に掲げる事項のほか、主務省令で定めるところにより、その相手方が連鎖販売取引電子メール広告の提供を受けない旨の意思を表示するために必要な事項として主務省令で定めるものを表示しなければならない。

(4) When sending E-mail That Advertises Multilevel Marketing Transactions, a Coordinator, solicitor, or general multilevel marketing distributor shall, except in the case set forth in paragraph (1), item (ii), indicate in its E-mail That Advertises Multilevel Marketing Transactions, pursuant to the provisions of ordinance of the competent ministry, all that is specified by ordinance of the competent ministry as the information that is necessary in order for the advertising target to indicate that he/she is not willing to receive E-mail That Advertises Multilevel Marketing Transactions, in addition to the information listed in the items of Article 35.

5 前二項の規定は、統括者、勧誘者又は一般連鎖販売業者が他の者に次に掲げる業務のすべてにつき一括して委託しているときは、その委託に係る連鎖販売取引電子メール広告については、適用しない。

- (5) When a Coordinator, a solicitor, or a general multilevel marketing distributor has collectively entrusted all of the following business activities to another person, the provisions of the preceding two paragraphs do not apply to any E-mail That Advertises Multilevel Marketing Transactions under that entrustment:
- 一 連鎖販売取引電子メール広告をすることにつきその相手方の承諾を得、又はその相手方から請求を受ける業務
 - (i) business activities for obtaining the consent of the advertising targets or receiving requests from advertising targets to send E-mail That Advertises Multilevel Marketing Transactions;
 - 二 第三項に規定する記録を作成し、及び保存する業務
 - (ii) business activities for preparing and preserving the records prescribed in paragraph (3); and
 - 三 前項に規定する連鎖販売取引電子メール広告の提供を受けない旨の意思を表示するために必要な事項を表示する業務
 - (iii) business activities for indicating the information necessary for the advertising target to indicate that he/she is not willing to receive E-mail That Advertises Multilevel Marketing Transactions, as prescribed in the preceding paragraph.

第三十六条の四 統括者、勧誘者又は一般連鎖販売業者から前条第五項各号に掲げる業務のすべてにつき一括して委託を受けた者（以下この章並びに第六十六条第四項及び第六項において「連鎖販売取引電子メール広告受託事業者」という。）は、次に掲げる場合を除き、当該業務を委託した統括者、勧誘者又は一般連鎖販売業者（以下この条において「連鎖販売取引電子メール広告委託者」という。）が行う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、その相手方となる者の承諾を得ないで連鎖販売取引電子メール広告をしてはならない。

Article 36-4 (1) Except in the following cases, a party to whom all of the business activities listed in the items of paragraph (5) of the preceding Article have been collectively entrusted by a Coordinator, a solicitor, or a general multilevel marketing distributor (a party so entrusted is hereinafter referred to as a "Business Operator Entrusted with E-mail That Advertises Multilevel Marketing Transactions" in this Chapter and Article 66, paragraphs (4) and (6)) shall not send E-mail That Advertises Multilevel Marketing Transactions for the Multilevel Marketing Transactions arising in the Multilevel Marketing program coordinated by the Coordinator, that are carried out by the Coordinator, the solicitor, or the general multilevel marketing distributor that has entrusted said business activities (hereinafter referred to as the "Party

Entrusting E-mail That Advertises Its Multilevel Marketing Transactions" in this Article) without the consent of the advertising target:

一 相手方となる者の請求に基づき、連鎖販売取引電子メール広告委託者に係る連鎖販売取引電子メール広告をするとき。

(i) when sending E-mail That Advertises the Multilevel Marketing Transactions of a Party Entrusting E-mail That Advertises Its Multilevel Marketing Transactions at the request of the advertising target; and

二 前号に掲げるもののほか、通常連鎖販売取引電子メール広告委託者に係る連鎖販売取引電子メール広告の提供を受ける者の利益を損なうおそれがないと認められる場合として主務省令で定める場合において、連鎖販売取引電子メール広告委託者に係る連鎖販売取引電子メール広告をするとき。

(ii) in addition to what is set forth in the preceding item, when sending E-mail That Advertises the Multilevel Marketing Transactions of a Party Entrusting E-mail That Advertises Its Multilevel Marketing Transactions in cases specified by ordinance of the competent ministry as cases that are found to be unlikely to prejudice the interests of the target of the E-mail That Advertises the Multilevel Marketing Transactions of the Party Entrusting E-mail That Advertises Its Multilevel Marketing Transactions.

2 前条第二項から第四項までの規定は、連鎖販売取引電子メール広告受託事業者による連鎖販売取引電子メール広告委託者に係る連鎖販売取引電子メール広告について準用する。この場合において、同条第三項及び第四項中「第一項第二号」とあるのは、「次条第一項第二号」と読み替えるものとする。

(2) The provisions of paragraphs (2) through (4) of the preceding Article apply mutatis mutandis to the E-mail That Advertises the Multilevel Marketing Transactions of a Party Entrusting E-mail That Advertises Its Multilevel Marketing Transactions, by a Business Operator Entrusted with E-mail That Advertises Multilevel Marketing Transactions. Where such is the case, the phrase "paragraph (1), item (ii)" in paragraphs (3) and (4) of the preceding Article is deemed to be replaced with "paragraph (1), item (ii) of the following Article."

(連鎖販売取引における書面の交付)

(Delivery of Documents in Multilevel Marketing Transactions)

第三十七条 連鎖販売業を行う者（連鎖販売業を行う者以外の者がその連鎖販売業に係る連鎖販売取引に伴う特定負担についての契約を締結する者であるときは、その者）は、連鎖販売取引に伴う特定負担をしようとする者（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等によらないで行う個人に限る。）とその特定負担についての契約を締結しようとするときは、その契約を締結するまでに、主務省令で定めるところにより、その連鎖販売業の概要について記載した書面をその者に交付しなければならない。

Article 37 (1) When a person engaged in Multilevel Marketing (if a person other

than a person engaged in Multilevel Marketing concludes a contract concerning the specified burden involved in Multilevel Marketing Transactions that arise from Multilevel Marketing, the person concluding the contract) seeks to conclude a contract concerning the specified burden involved in Multilevel Marketing Transactions with a person who seeks to bear such specified burden (limited to an individual who, without using a Store, etc., sells or arranges the sale of Goods that are sold through the Multilevel Marketing or provides or arranges the provision of services that are provided through the Multilevel Marketing), he/she shall deliver to that person a document containing an outline of the Multilevel Marketing pursuant to the provisions of ordinance of the competent ministry before concluding the contract.

2 連鎖販売業を行う者は、その連鎖販売業に係る連鎖販売取引についての契約（以下この章において「連鎖販売契約」という。）を締結した場合において、その連鎖販売契約の相手方が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等によらないで行う個人であるときは、遅滞なく、主務省令で定めるところにより、次の事項についてその連鎖販売契約の内容を明らかにする書面をその者に交付しなければならない。

(2) Where a person engaged in Multilevel Marketing has concluded a contract for Multilevel Marketing Transactions arising from Multilevel Marketing (hereinafter referred to as a "Multilevel Marketing Contract" in this Chapter), and the counterparty to the Multilevel Marketing Contract is an individual who, without using a Store, etc. , sells or arranges the sale of Goods that are sold through the Multilevel Marketing or provides or arranges the provision of services that are provided through the Multilevel Marketing, the person engaged in Multilevel Marketing shall deliver a document to that person containing the details of the Multilevel Marketing Contract with respect to the following information without delay, pursuant to the provisions of ordinance of the competent ministry:

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。）の種類及びその性能若しくは品質又は施設を利用し若しくは役務の提供を受ける権利若しくは役務の種類及びこれらの内容に関する事項

(i) the type of Goods (excluding rights to use a facility or to be provided services) and their performance or quality, or the type of services, rights to use a facility, or rights to be provided services, and the details thereof;

二 商品の再販売、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

(ii) information about reselling, selling on consignment, or arranging the sale of the Goods, or about providing the same kind of services or arranging for such services to be provided;

三 当該連鎖販売取引に伴う特定負担に関する事項

(iii) information about the specified burden involved in the Multilevel

Marketing Transactions;

四 当該連鎖販売契約の解除に関する事項（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。）

(iv) information about cancelling the Multilevel Marketing Contract (including information related to the provisions of Article 40, paragraphs (1) through (3) and Article 40-2, paragraphs (1) through (5)); and

五 前各号に掲げるもののほか、主務省令で定める事項

(v) in addition to what is set forth in the preceding items, any other information specified by ordinance of the competent ministry.

(指示)

(Instruction)

第三十八条 主務大臣は、統括者が第三十三条の二、第三十四条第一項、第三項若しくは第四項、第三十五条、第三十六条、第三十六条の三（第五項を除く。）若しくは前条の規定に違反し若しくは次に掲げる行為をした場合又は勧誘者が第三十三条の二、第三十四条第一項、第三項若しくは第四項、第三十五条、第三十六条若しくは第三十六条の三（第五項を除く。）の規定に違反し若しくは第二号から第四号までに掲げる行為をした場合において連鎖販売取引の公正及び連鎖販売取引の相手方の利益が害されるおそれがあると認めるときは、その統括者に対し、必要な措置をとるべきことを指示することができる。

Article 38 (1) Where a Coordinator has violated any of the provisions of Article 33-2, Article 34, paragraph (1), (3), or (4), Article 35, Article 36, Article 36-3 (excluding paragraph (5)), or Article 37 or has engaged in any of the following conduct, or where a solicitor has violated any of the provisions of Article 33-2, Article 34, paragraph (1), (3), or (4), Article 35, Article 36, or Article 36-3 (excluding paragraph (5)) or has engaged in any of the conduct listed in items (ii) through (iv) of this paragraph, if the competent minister finds that the conduct is likely to prejudice the fairness of Multilevel Marketing Transactions or the interests of the counterparty thereto, he/she may instruct the Coordinator to take any necessary measures:

一 その連鎖販売業に係る連鎖販売契約に基づく債務又はそ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。

(i) refusing to perform or unjustly delaying performance of the obligations under a Multilevel Marketing Contract arising from Multilevel Marketing or the obligations that occur through cancellation of such a contract in whole or in part;

二 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き利益を生ずることが確実であると誤解させるべき断定的判断を提供してその連鎖販売業に係る連鎖販売契約（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で店舗等によらないで行う個人との契約に限る。次号において同じ。）の締結について勧誘をすること。

(ii) soliciting a Multilevel Marketing Contract through Multilevel Marketing (limited to a contract with an individual who, without using a Store, etc., sells or arranges the sale of Goods that are sold through the Multilevel Marketing or provides or arranges for the provision of services that are provided through the Multilevel Marketing; hereinafter the same applies in the following item) by providing conclusive evaluations that would likely cause a person to mistakenly believe that the Multilevel Marketing Transactions arising from the Multilevel Marketing program coordinated by the Coordinator are sure to generate a profit;

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契約を締結しない旨の意思を表示している者に対し、当該連鎖販売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すること。

(iii) soliciting the conclusion of a Multilevel Marketing Contract through the Multilevel Marketing program coordinated by the Coordinator from a person who has indicated his/her intention not to conclude such a contract, in a way that such person feels is a nuisance; and

四 前三号に掲げるもののほか、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契約に関する行為であつて、連鎖販売取引の公正及び連鎖販売取引の相手方の利益を害するおそれがあるものとして主務省令で定めるもの。

(iv) in addition to what is set forth in the preceding three items, conduct in connection with a Multilevel Marketing Contract arising from the Multilevel Marketing program coordinated by a Coordinator, that is specified by ordinance of the competent ministry as being likely to prejudice the fairness of Multilevel Marketing Transactions and the interests of the counterparty. .

2 主務大臣は、勧誘者が第三十三条の二、第三十四条第一項、第三項若しくは第四項、第三十五条、第三十六条、第三十六条の三（第五項を除く。）若しくは前条の規定に違反し、又は前項各号に掲げる行為をした場合において連鎖販売取引の公正及び連鎖販売取引の相手方の利益が害されるおそれがあると認めるときは、その勧誘者に対し、必要な措置をとるべきことを指示することができる。

(2) Where a solicitor has violated any of the provisions of Article 33-2, Article 34, paragraph (1), (3), or (4), Article 35, Article 36, Article 36-3 (excluding paragraph (5)), or Article 37 or has engaged in any of the conduct listed in the items of the preceding paragraph, if the competent minister finds that the conduct is likely to prejudice the fairness of Multilevel Marketing Transactions and the interests of the counterparty thereto, he/she may instruct the solicitor to take any necessary measures.

3 主務大臣は、一般連鎖販売業者が第三十三条の二、第三十四条第二項から第四項まで、第三十五条、第三十六条、第三十六条の三（第五項を除く。）若しくは前条の規定に違反し、又は第一項各号に掲げる行為をした場合において連鎖販売取引の公正及び連鎖販売取引の相手方の利益が害されるおそれがあると認めるときは、その一般連鎖販売業者に対し、必要な措置をとるべきことを指示することができる。

(3) Where a general multilevel marketing distributor has violated any of the provisions of Article 33-2, Article 34, paragraphs (2) through (4), Article 35, Article 36, Article 36-3 (excluding paragraph (5)), or Article 37 or has engaged in any of the conduct listed in the items of paragraph (1), if the competent minister finds that the conduct is likely to prejudice the fairness of Multilevel Marketing Transactions and the interests of the counterparty thereto, he/she may instruct the general multilevel marketing distributor to take any necessary measures.

4 主務大臣は、連鎖販売取引電子メール広告受託事業者が第三十六条の四第一項又は同条第二項において準用する第三十六条の三第二項から第四項までの規定に違反した場合において、連鎖販売取引の公正及び連鎖販売取引の相手方の利益が害されるおそれがあると認めるときは、その連鎖販売取引電子メール広告受託事業者に対し、必要な措置をとるべきことを指示することができる。

(4) Where a Business Operator Entrusted with E-mail That Advertises Multilevel Marketing Transactions has violated any of the provisions of Article 36-4, paragraph (1) or Article 36-3, paragraphs (2) through (4) as applied mutatis mutandis pursuant to Article 36-4, paragraph (2), if the competent minister finds that the conduct is likely to prejudice the fairness of Multilevel Marketing Transactions and the interests of the counterparty thereto, he/she may instruct the Business Operator Entrusted with E-mail That Advertises Multilevel Marketing Transactions to take any necessary measures.

(連鎖販売取引の停止等)

(Suspension of Multilevel Marketing Transactions, etc.)

第三十九条 主務大臣は、統括者が第三十三条の二、第三十四条第一項、第三項若しくは第四項、第三十五条、第三十六条、第三十六条の三（第五項を除く。）若しくは第三十七条の規定に違反し若しくは前条第一項各号に掲げる行為をした場合若しくは勧誘者が第三十三条の二、第三十四条第一項、第三項若しくは第四項、第三十五条、第三十六条若しくは第三十六条の三（第五項を除く。）の規定に違反し若しくは前条第一項第二号から第四号までに掲げる行為をした場合において連鎖販売取引の公正及び連鎖販売取引の相手方の利益が著しく害されるおそれがあると認めるとき、又は統括者が同項の規定による指示に従わないときは、その統括者に対し、一年以内の期間を限り、当該連鎖販売業に係る連鎖販売取引について勧誘を行い若しくは勧誘者に行わせることを停止し、又はその行う連鎖販売取引の全部若しくは一部を停止すべきことを命ずることができる。

Article 39 (1) Where a Coordinator has violated any of the provisions of Article 33-2, Article 34, paragraph (1), (3), or (4), Article 35, Article 36, Article 36-3 (excluding paragraph (5)), or Article 37 or has engaged in any of the conduct listed in the items of Article 38, paragraph (1), or where a solicitor has violated any of the provisions of Article 33-2, Article 34, paragraph (1), (3), or (4), Article 35, Article 36, or Article 36-3 (excluding paragraph (5)) or has engaged

in any of the conduct listed in Article 38, paragraph (1), items (ii) through (iv), if the competent minister finds that such conduct is likely to significantly prejudice the fairness of Multilevel Marketing Transactions and the interests of the counterparty thereto, or if the Coordinator has failed to follow the instructions under the provisions of Article 38, paragraph (1), the competent minister may order the Coordinator to stop soliciting or having a solicitor solicit the Multilevel Marketing Transactions involved in its Multilevel Marketing, or may order the Coordinator to suspend its Multilevel Marketing Transactions in whole or in part, during a specified period no longer than one year.

2 主務大臣は、勧誘者が第三十三条の二、第三十四条第一項、第三項若しくは第四項、第三十五条、第三十六条、第三十六条の三（第五項を除く。）若しくは第三十七条の規定に違反し若しくは前条第一項各号に掲げる行為をした場合において連鎖販売取引の公正及び連鎖販売取引の相手方の利益が著しく害されるおそれがあると認めるとき、又は勧誘者が同条第二項の規定による指示に従わないときは、その勧誘者に対し、一年以内の期間を限り、当該連鎖販売業に係る連鎖販売取引について勧誘を行うことを停止し、又はその行う連鎖販売取引の全部若しくは一部を停止すべきことを命ずることができる。

(2) Where a solicitor has violated any of the provisions of Article 33-2, Article 34, paragraph (1), (3), or (4), Article 35, Article 36, Article 36-3 (excluding paragraph (5)), or Article 37 or has engaged in any of the conduct listed in the items of Article 38, paragraph (1), if the competent minister finds that the conduct is likely to significantly prejudice the fairness of Multilevel Marketing Transactions and the interests of the counterparty thereto, or if the solicitor has failed to follow the instructions under the provisions of Article 38, paragraph (2), the competent minister may order the solicitor to stop soliciting Multilevel Marketing Transactions involved in the Multilevel Marketing, or may order the solicitor to suspend his/her Multilevel Marketing Transactions in whole or in part, during a specified period no longer than one year.

3 主務大臣は、一般連鎖販売業者が第三十三条の二、第三十四条第二項から第四項まで、第三十五条、第三十六条、第三十六条の三（第五項を除く。）若しくは第三十七条の規定に違反し若しくは前条第一項各号に掲げる行為をした場合において連鎖販売取引の公正及び連鎖販売取引の相手方の利益が著しく害されるおそれがあると認めるとき、又は一般連鎖販売業者が同条第三項の規定による指示に従わないときは、その一般連鎖販売業者に対し、一年以内の期間を限り、当該連鎖販売業に係る連鎖販売取引について勧誘を行うことを停止し、又はその行う連鎖販売取引の全部若しくは一部を停止すべきことを命ずることができる。

(3) Where a general multilevel marketing distributor has violated any of the provisions of Article 33-2, Article 34, paragraphs (2) through (4), Article 35, Article 36, Article 36-3 (excluding paragraph (5)), or Article 37 or has engaged in any of the conduct listed in the items of Article 38, paragraph (1), if the

competent minister finds that the conduct is likely to significantly prejudice the fairness of Multilevel Marketing Transactions and the interests of the counterparty thereto, or if the general multilevel marketing distributor has failed to follow the instructions under the provisions of Article 38, paragraph (3), the competent minister may order the general multilevel marketing distributor to stop soliciting Multilevel Marketing Transactions through the Multilevel Marketing, or may order the general multilevel marketing distributor to suspend its Multilevel Marketing Transactions in whole or in part, during a specified period of no longer than one year.

4 主務大臣は、連鎖販売取引電子メール広告受託事業者が第三十六条の四第一項若しくは同条第二項において準用する第三十六条の三第二項から第四項までの規定に違反した場合において連鎖販売取引の公正及び連鎖販売取引の相手方の利益が著しく害されるおそれがあると認めるとき、又は連鎖販売取引電子メール広告受託事業者が前条第四項の規定による指示に従わないときは、その連鎖販売取引電子メール広告受託事業者に対し、一年以内の期間を限り、連鎖販売取引電子メール広告に関する業務の全部又は一部を停止すべきことを命ずることができる。

(4) Where a Business Operator Entrusted with E-mail That Advertises Multilevel Marketing Transactions has violated any of the provisions of Article 36-4, paragraph (1) or Article 36-3, paragraphs (2) through (4) as applied mutatis mutandis pursuant to Article 36-4, paragraph (2), if the competent minister finds that the conduct is likely to significantly prejudice the fairness of Multilevel Marketing Transactions and the interests of the counterparty thereto, or if a Business Operator Entrusted with E-mail That Advertises Multilevel Marketing Transactions has failed to follow the instructions under the provisions of paragraph (4) of the preceding Article, the competent minister may order the Business Operator Entrusted with E-mail That Advertises Multilevel Marketing Transactions to suspend those of his/her business activities that are connected with E-mail That Advertises Multilevel Marketing Transactions in whole or in part, during a specified period of no longer than one year.

5 主務大臣は、第一項から第三項までの規定による命令をしたときは、その旨を公表しなければならない。

(5) When the competent minister has issued an order pursuant to paragraphs (1) through (3), he/she shall issue a public announcement to that effect.

6 主務大臣は、第四項の規定による命令をしたときは、その旨を公表しなければならない。

(6) When the competent minister has issued an order pursuant to paragraph (4), he/she shall issue a public announcement to that effect.

(連鎖販売契約の解除等)

(Cancellation of a Multilevel Marketing Contract)

第四十条 連鎖販売業を行う者がその連鎖販売業に係る連鎖販売契約を締結した場合におけるその連鎖販売契約の相手方（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等によらないで行う個人に限る。以下この章において「連鎖販売加入者」という。）は、第三十七条第二項の書面を受領した日（その連鎖販売契約に係る特定負担が再販売をする商品（施設を利用し及び役務の提供を受ける権利を除く。以下この項において同じ。）の購入についてのものである場合において、その連鎖販売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とその受領した日後であるときは、その引渡しを受けた日。次条第一項において同じ。）から起算して二十日を経過したとき（連鎖販売加入者が、統括者若しくは勧誘者が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この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当該告げられた内容が事実であるとの誤認をし、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、これらによつて当該期間を経過するまでにこの項の規定による連鎖販売契約の解除を行わなかつた場合には、当該連鎖販売加入者が、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主務省令で定めるところによりこの項の規定による当該連鎖販売契約の解除を行うことができる旨を記載して交付した書面を受領した日から起算して二十日を経過したとき）を除き、書面によりその連鎖販売契約の解除を行うことができる。この場合において、その連鎖販売業を行う者は、その連鎖販売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。

Article 40 (1) Where a person engaged in Multilevel Marketing has concluded a Multilevel Marketing Contract through that Multilevel Marketing, the counterparty to the Multilevel Marketing Contract (limited to an individual who, without using a Store, etc., sells or arranges the sale of Goods that are sold through the Multilevel Marketing or provides or arranges for the provision of services that are provided through the Multilevel Marketing; hereinafter referred to as a "Multilevel Marketing Affiliate" in this Chapter) may cancel the Multilevel Marketing Contract in writing, except for when 20 days have passed since the date on which the Multilevel Marketing Affiliate received the document referred to in Article 37, paragraph (2) (or except for when 20 have passed since the date the Goods were first delivered, where the specified burden under the Multilevel Marketing Contract is the purchase of Goods (excluding rights to use a facility or to be provided services; hereinafter the same applies in this paragraph) for resale, and if the date of the first delivery of the Goods that were purchased based on the Multilevel Marketing Contract is after the date on which the Multilevel Marketing Affiliate received said document; the same applies in paragraph (1) of the following Article) (if the Multilevel Marketing Affiliate did not cancel the Multilevel Marketing Contract pursuant to the provisions of this paragraph by said time limit because he/she was under the misapprehension that information about

canceling the Multilevel Marketing Contract under the provisions of this paragraph that the Coordinator or the solicitor had misrepresented to him/her, in violation of the provisions of Article 34, paragraph (1), or that the general multilevel marketing distributor had misrepresented to him/her, in violation of Article 34, paragraph (2), was true, or because the Multilevel Marketing Affiliate was overwhelmed due to the Coordinator's, the solicitor's, or the general multilevel marketing distributor's use of intimidation, in violation of the provisions of Article 34, paragraph (3), then except for when 20 days have passed since the date on which he/she received a document delivered thereto by the Coordinator, the solicitor, or the general multilevel marketing distributor, pursuant to the provisions of ordinance of the competent ministry, that contains a notice to the effect that the Multilevel Marketing Affiliate may cancel said Multilevel Marketing Contract pursuant to the provisions of this paragraph). Where such is the case, the person engaged in the Multilevel Marketing may not claim damages or demand payment of any penalty in connection with the cancellation of the Multilevel Marketing Contract.

2 前項の連鎖販売契約の解除は、その連鎖販売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。

(2) The cancellation of a Multilevel Marketing Contract under the preceding paragraph takes effect at the time the Multilevel Marketing Affiliate sets forth in writing that he/she is canceling the Multilevel Marketing Contract.

3 第一項の連鎖販売契約の解除があつた場合において、その連鎖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、その連鎖販売業を行う者の負担とする。

(3) Where a Multilevel Marketing Contract has been canceled pursuant to paragraph (1), the person engaged in the Multilevel Marketing bears the costs required for taking back any Goods that have already been delivered under the Multilevel Marketing Contract.

4 前三項の規定に反する特約でその連鎖販売加入者に不利なものは、無効とする。

(4) Any special provisions of a contract that run counter to the provisions of the preceding three paragraphs and that are disadvantageous to the Multilevel Marketing Affiliate are hereby invalidated.

第四十条の二 連鎖販売加入者は、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（連鎖販売加入者が、統括者若しくは勧誘者が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前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当該告げられた内容が事実であるとの誤認をし、又は統括者、勧誘者若しくは一般連鎖販売業者が第三十四条第三項の規定に違反して威迫したことにより困惑し、これらによつて当該期間を経過するまでに前条第一項の規定による連鎖販売契約の解除を行わなかつた場合には、当該連鎖販売加入者が、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同項の主務省令で定めるところにより同項の規定による当該連鎖販売契約の解除を行うことができる旨を記載して交付した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、将来に向かつてその連鎖販売契約の解除を行うことができる。

Article 40-2 (1) After 20 days have passed since the date on which a Multilevel Marketing Affiliate received the document referred to in Article 37, paragraph (2), he/she may effect the prospective cancellation of the Multilevel Marketing Contract in question (if the Multilevel Marketing Affiliate did not cancel the Multilevel Marketing Contract pursuant to the provisions of paragraph (1) of the preceding Article by the relevant time limit because he/she was under the misapprehension that information about cancelling the Multilevel Marketing Contract under the provisions of said paragraph that the Coordinator or the solicitor had misrepresented to him/her, in violation of the provisions of Article 34, paragraph (1), or that the general multilevel marketing distributor had misrepresented to him/her, in violation of Article 34, paragraph (2), was true,, or because the Multilevel Marketing Affiliate was overwhelmed due to the Coordinator's, the solicitor's, or the general multilevel marketing distributor's use of intimidation, in violation of the provisions of Article 34, paragraph (3), then when 20 days have passed since the date on which he/she received a document delivered thereto by the Coordinator, the solicitor, or the general multilevel marketing distributor, pursuant to the provisions of ordinance of the competent ministry, that contains a notice to the effect that the Multilevel Marketing Affiliate may cancel said Multilevel Marketing Contract pursuant to the provisions of paragraph (1) of the preceding Article).

2 前項の規定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（当該連鎖販売契約（取引条件の変更に係る連鎖販売契約を除く。）を締結した日から一年を経過していない者に限る。以下この条において同じ。）に対し、既に、連鎖販売業に係る商品の販売（そのあつせんを含む。）を行つているときは、連鎖販売加入者は、次に掲げる場合を除き、当該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。以下この条において「商品販売契約」という。）の解除を行うことができる。

(2) Where a Multilevel Marketing Contract has been canceled pursuant to the provisions of the preceding paragraph, if the person engaged in Multilevel Marketing has already sold (including arranging the sale of) the Goods sold through the Multilevel Marketing to the Multilevel Marketing Affiliate (limited to the person who concluded the relevant Multilevel Marketing Contract (excluding a Multilevel Marketing Contract to change the terms of transactions) within the past one year; hereinafter the same applies in this Article), the Multilevel Marketing Affiliate may cancel the Contract for the sale of said Goods (including the part of said Multilevel Marketing Contract

concerning the sale of Goods that are connected with the specified burden involved in the relevant Multilevel Marketing Transactions; hereinafter referred to as the "Sales Contract for Goods" in this Article), except in the following cases:

一 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。以下この条において同じ。）を受けた日から起算して九十日を経過したとき。

(i) when 90 days have passed since the date said Goods were delivered to the Multilevel Marketing Affiliate (where the relevant Goods are the rights to use a facility or to be provided with services, the date he/she was transferred said rights; hereinafter the same applies in this Article);

二 当該商品を再販売したとき。

(ii) when the Multilevel Marketing Affiliate has resold said Goods;

三 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) when the Multilevel Marketing Affiliate has used or consumed said Goods in whole or in part (excluding where the person who sold him/her the Goods through Multilevel Marketing induced the Multilevel Marketing Affiliate to use or consume said Goods in whole or in part); or

四 その他政令で定めるとき。

(iv) when otherwise specified by Cabinet Order.

3 連鎖販売業を行う者は、第一項の規定により連鎖販売契約が解除されたときは、損害賠償額の予定又は違約金の定めがあるときにおいても、契約の締結及び履行のために通常要する費用の額（次の各号のいずれかに該当する場合にあつては、当該額に当該各号に掲げる場合に依り当該各号に定める額を加算した額）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連鎖販売加入者に対して請求することができない。

(3) Where a Multilevel Marketing Contract has been canceled pursuant to the provisions of paragraph (1), the person engaged in the Multilevel Marketing may not demand that the Multilevel Marketing Affiliate pay an amount of money that exceeds the total of the amount of costs normally required for concluding and performing a contract (where the case falls under any of the following items, said amount plus the amount specified in the relevant item in accordance with the case listed therein) and the amount of the relevant delinquency charges based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for penalties:

一 当該連鎖販売契約の解除が当該連鎖販売取引に伴う特定負担に係る商品の引渡し後である場合 次の額を合算した額

(i) where the Multilevel Marketing Contract was canceled after the delivery of Goods connected with Multilevel Marketing Transactions that involved a

specified burden: the total of the following amounts:

イ 引渡しがされた当該商品（当該連鎖販売契約に基づき販売が行われたものに限
り、前項の規定により当該商品に係る商品販売契約が解除されたものを除く。）
の販売価格に相当する額

(a) the amount equivalent to the selling price of the delivered Goods (limited
to those sold under the Multilevel Marketing Contract and excluding those
with regard to which the Sales Contract for Goods has been canceled
pursuant to the provisions of the preceding paragraph); and

ロ 提供された特定利益その他の金品（前項の規定により解除された商品販売契約
に係る商品に係るものに限る。）に相当する額

(b) the amount equivalent to the specified profit or any other money and
goods that were offered (limited to those connected with the Goods under
the Sales Contract for Goods that was canceled pursuant to the provisions
of the preceding paragraph).

二 当該連鎖販売契約の解除が当該連鎖販売取引に伴う特定負担に係る役務の提供開
始後である場合 提供された当該役務（当該連鎖販売契約に基づき提供されたもの
に限る。）の対価に相当する額

(ii) where the Multilevel Marketing Contract was canceled after the services
connected with Multilevel Marketing Transactions that involved a specified
burden started to be provided: the amount equivalent to consideration for the
services provided (limited to those provided under said Multilevel Marketing
Contract).

4 連鎖販売業に係る商品の販売を行った者は、第二項の規定により商品販売契約が解
除されたときは、損害賠償額の予定又は違約金の定めがあるときにおいても、次の各
号に掲げる場合に応じ当該各号に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当該連鎖販売加入者に対して請求す
ることができない。

(4) When a Sales Contract for Goods has been canceled pursuant to the
provisions of paragraph (2), the person engaged in the sale of Goods through
Multilevel Marketing may not demand that the Multilevel Marketing Affiliate
pay an amount of money that exceeds the total of the amount specified in each
of the following items in accordance with the case listed therein and the
amount of the relevant delinquency charges based on the statutory interest
rate, even if there is an agreement for liquidated damages or a provision for
penalties:

一 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) where the Goods were returned or where the Sales Contract for Goods was
cancelled before the delivery of the Goods: the amount equivalent to one-
tenth of the selling price of the Goods; and

二 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) where the Goods were not returned: the amount equivalent to the selling price of the Goods.

5 第二項の規定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。

(5) When a Sales Contract for Goods has been canceled pursuant to the provisions of paragraph (2), the Coordinator of the Multilevel Marketing program to which said Goods are connected shall be jointly and severally liable for the performance of any obligations of the person who sold said Goods that have arisen from such cancellation.

6 前各項の規定に反する特約で連鎖販売加入者に不利なものは、無効とする。

(6) Any special provisions that run counter to the provisions of the preceding paragraphs and that are disadvantageous to the Multilevel Marketing Affiliate are hereby invalidated.

7 第三項及び第四項の規定は、連鎖販売業に係る商品又は役務を割賦販売により販売し又は提供するものについては、適用しない。

(7) The provisions of paragraphs (3) and (4) shall not apply to Multilevel Marketing Goods or services that are sold or provided through installment sales.

(連鎖販売契約の申込み又はその承諾の意思表示の取消し)

(Rescission of the Manifested Intention to Offer a Multilevel Marketing Contract or to Accept Such Offer)

第四十条の三 連鎖販売加入者は、統括者若しくは勧誘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契約の締結について勧誘をするに際し第一号若しくは第二号に掲げる行為をしたことにより当該各号に定める誤認をし、又は一般連鎖販売業者がその連鎖販売業に係る連鎖販売契約の締結について勧誘をするに際し第三号に掲げる行為をしたことにより同号に定める誤認をし、これらによつて当該連鎖販売契約の申込み又はその承諾の意思表示をしたときは、これを取り消すことができる。ただし、当該連鎖販売契約の相手方が、当該連鎖販売契約の締結の当時、当該統括者、当該勧誘者又は当該一般連鎖販売業者がこれらの行為をした事実を知らなかつたときは、この限りでない。

Article 40-3 (1) Where a Multilevel Marketing Affiliate was under the misapprehension specified in item (i) or (ii) as a result of the Coordinator or the solicitor engaging in conduct listed in the relevant item in soliciting a Multilevel Marketing Contract through the Multilevel Marketing program coordinated by the Coordinator, or where the Multilevel Marketing Affiliate was under the misapprehension specified in item (iii) as a result of a general multilevel marketing distributor engaging in conduct listed in said item in soliciting a Multilevel Marketing Contract through the Multilevel Marketing, because of which the Multilevel Marketing Affiliate manifested his/her

intention to offer a Multilevel Marketing Contract or to accept such offer, he/she may rescind the manifested intention to offer such contract or to accept such offer; provided, however, that this does not apply when the counterparty to the Multilevel Marketing Contract was unaware of the conduct by the Coordinator, solicitor, or general multilevel marketing distributor at the time the Multilevel Marketing Contract was concluded:

一 第三十四条第一項の規定に違反して不実のことを告げる行為 当該告げられた内容が事実であるとの誤認

(i) misrepresentation in violation of the provisions of Article 34, paragraph (1): the misapprehension that the information being represented was true;

二 第三十四条第一項の規定に違反して故意に事実を告げない行為 当該事実が存在しないとの誤認

(ii) intentional failure to disclose a fact, in violation of the provisions of Article 34, paragraph (1): the misapprehension that the relevant fact did not exist;

or

三 第三十四条第二項の規定に違反して不実のことを告げる行為 当該告げられた内容が事実であるとの誤認

(iii) misrepresentation in violation of the provisions of Article 34, paragraph (2): the misapprehension that the information being represented was true.

2 第九条の三第二項から第四項までの規定は、前項の規定による連鎖販売契約の申込み又はその承諾の意思表示の取消しについて準用する。

(2) The provisions of Article 9-3, paragraphs (2) through (4) apply mutatis mutandis to the rescission, under the provisions of the preceding paragraph, of the manifested intention to offer a Multilevel Marketing Contract or to accept such offer.

第四章 特定継続的役務提供

Chapter IV Provision of Specified Continuous Services

(定義)

(Definitions)

第四十一条 この章及び第五十八条の八第一項第一号において「特定継続的役務提供」とは、次に掲げるものをいう。

Article 41 (1) The term "Provision of Specified Continuous Services" as used in this Chapter and Article 58-8, paragraph (1), item (i) means the following:

一 役務提供事業者が、特定継続的役務をそれぞれの特定継続的役務ごとに政令で定める期間を超える期間にわたり提供することを約し、相手方がこれに応じて政令で定める金額を超える金銭を支払うことを約する契約（以下この章において「特定継続的役務提供契約」という。）を締結して行う特定継続的役務の提供

(i) provision of Specified Continuous Services that are carried out by a Service Provider who has concluded a contract under which he/she promises to

provide Specified Continuous Services for a period exceeding that which is specified by Cabinet Order for each kind of Specified Continuous Services, and under which the counterparty promises to pay an amount of money that exceeds that which is specified by Cabinet Order in exchange (hereinafter referred to as a "Specified Continuous Service Contract" in this Chapter); and

二 販売業者が、特定継続的役務の提供（前号の政令で定める期間を超える期間にわたり提供するものに限る。）を受ける権利を同号の政令で定める金額を超える金銭を受け取つて販売する契約（以下この章において「特定権利販売契約」という。）を締結して行う特定継続的役務の提供を受ける権利の販売

(ii) the sale of rights to be provided Specified Continuous Services (limited to those to be provided for a period exceeding that which is specified by the Cabinet Order under the preceding item) that is carried out by a seller who has concluded a contract under which the seller sells the rights to be provided Specified Continuous Services by receiving an amount of money exceeding that which is specified by the Cabinet Order under the same item (hereinafter referred to as a "Sales Contract for Specified Rights" in this Chapter).

2 この章並びに第五十八条の八第一項第一号及び第六十七条第一項において「特定継続的役務」とは、国民の日常生活に係る取引において有償で継続的に提供される役務であつて、次の各号のいずれにも該当するものとして、政令で定めるものをいう。

(2) The term "Specified Continuous Services" as used in this Chapter and Article 58-8, paragraph (1), item (i) and Article 67, paragraph (1) means services that are continuously provided, in exchange for payment, during transactions that arise in the daily lives of the people, and that are specified by Cabinet Order as falling under both of the following items:

一 役務の提供を受ける者の身体の美化又は知識若しくは技能の向上その他のその者の心身又は身上に関する目的を実現させることをもつて誘引が行われるもの

(i) services that the recipient is induced to receive through the claim that they will increase his/her physical beauty, increase his/her knowledge or skills, or cause him/her to accomplish any other purpose related to his/her mind, body, or personal affairs; and

二 役務の性質上、前号に規定する目的が実現するかどうかは確実でないもの

(ii) services whose nature makes it uncertain whether the purposes prescribed in the preceding item will be accomplished.

（特定継続的役務提供における書面の交付）

(Delivery of Documents in the Provision of Specified Continuous Services)

第四十二条 役務提供事業者又は販売業者は、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と特定継続的役務提供契約又は特定権利販売契約（以下この章及び第五十八条の八において「特定継続的

役務提供等契約」という。)を締結しようとするときは、当該特定継続的役務提供等契約を締結するまでに、主務省令で定めるところにより、当該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をその者に交付しなければならない。

Article 42 (1) When a Service Provider or a seller seeks to conclude a Specified Continuous Service Contract or a Sales Contract for Specified Rights (hereinafter referred to as a Specified Continuous Service Contract, etc. in this Chapter and Article 58-8) with a person who seeks to be provided with Specified Continuous Services or a person who seeks to purchase the rights to be provided with Specified Continuous Services, the Service Provider or the seller shall deliver a document containing an outline of the Specified Continuous Service Contract, etc. thereto pursuant to the provisions of ordinance of the competent ministry, prior to the conclusion of said Specified Continuous Service Contract, etc.

2 役務提供事業者は、特定継続的役務提供契約を締結したときは、遅滞なく、主務省令で定めるところにより、次の事項について当該特定継続的役務提供契約の内容を明らかにする書面を当該特定継続的役務の提供を受ける者に交付しなければならない。

(2) When a Service Provider has concluded a Specified Continuous Service Contract, he/she shall immediately deliver a document containing the details of said Specified Continuous Service Contract pursuant to the provisions of ordinance of the competent ministry, with respect to the following information:

一 役務の内容であつて主務省令で定める事項及び当該役務の提供に際し当該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その商品名

(i) information specified by ordinance of the competent ministry concerning the details of the services, and if there are goods that the service recipient will need to purchase at the time the services are provided, the name of such goods;

二 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

(ii) the consideration for the services and any other amount of money that the service recipient must pay;

三 前号に掲げる金銭の支払の時期及び方法

(iii) the timing of the payment and means of paying the money referred to in the preceding item;

四 役務の提供期間

(iv) the service period;

五 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。）

(v) information about cancelling the Specified Continuous Service Contract under the provisions of Article 48, paragraph (1) (including information under the provisions of paragraphs (2) through (7) of the same Article);

六 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。）

- (vi) information about cancelling the Specified Continuous Service Contract under the provisions of Article 49, paragraph (1) (including information under the provisions of paragraphs (2), (5), and (6) of the same Article); and
 - 七 前各号に掲げるもののほか、主務省令で定める事項
 - (vii) in addition to what is set forth in the preceding items, any other information specified by ordinance of the competent ministry.
- 3 販売業者は、特定権利販売契約を締結したときは、遅滞なく、主務省令で定めるところにより、次の事項について当該特定権利販売契約の内容を明らかにする書面を当該特定継続的役務の提供を受ける権利の購入者に交付しなければならない。
- (3) When a seller concludes a Sales Contract for Specified Rights, he/she shall immediately deliver a document containing the details of said Sales Contract for Specified Rights pursuant to the provisions of ordinance of the competent ministry, with respect to the following information:
- 一 権利の内容であつて主務省令で定める事項及び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商品名
 - (i) information specified by ordinance of the competent ministry concerning the details of the rights, and if there are goods that the purchaser of the rights to be provided with services will need to purchase at the time the services are provided, the name of such goods;
 - 二 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の購入者が支払わなければならない金銭の額
 - (ii) the selling price of the rights and any other amount of money that the purchaser of the rights to be provided with the services must pay;
 - 三 前号に掲げる金銭の支払の時期及び方法
 - (iii) the timing of payment and means of paying the money referred to in the preceding item;
 - 四 権利の行使により受けることができる役務の提供期間
 - (iv) the service period available through exercise of the rights;
 - 五 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。）
 - (v) information about cancelling the Sales Contract for Specified Rights under the provisions of Article 48, paragraph (1) (including information under the provisions of paragraphs (2) through (7) of the same Article);
 - 六 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。）
 - (vi) information about cancelling the Sales Contract for Specified Rights under the provisions of Article 49, paragraph (3) (including information under the provisions of paragraphs (4) through (6) of the same Article); and
 - 七 前各号に掲げるもののほか、主務省令で定める事項
 - (vii) in addition to what is set forth in the preceding items, any other

information specified by ordinance of the competent ministry.

(誇大広告等の禁止)

(Prohibition of Misleading Advertising, etc.)

第四十三条 役務提供事業者又は販売業者は、特定継続的役務提供をする場合の特定継続的役務の提供条件又は特定継続的役務の提供を受ける権利の販売条件について広告をするときは、当該特定継続的役務の内容又は効果その他の主務省令で定める事項について、著しく事実に相違する表示をし、又は実際のものよりも著しく優良であり、若しくは有利であると人を誤認させるような表示をしてはならない。

Article 43 When, in the Provision of Specified Continuous Services, a Service Provider or seller advertises the terms and conditions under which it provides Specified Continuous Services or under which it sells the rights to be provided with Specified Continuous Services, it shall make no representation about the content, results, or any other information specified by ordinance of the competent ministry concerning said Specified Continuous Services that differs vastly from the truth or misleads people into believing that it is vastly better or more advantageous than it is in reality.

(合理的な根拠を示す資料の提出)

(Submission of Materials Showing Reasonable Grounds)

第四十三条の二 主務大臣は、前条に規定する表示に該当するか否かを判断するため必要があると認めるときは、当該表示をした役務提供事業者又は販売業者に対し、期間を定めて、当該表示の裏付けとなる合理的な根拠を示す資料の提出を求めることができる。この場合において、当該役務提供事業者又は当該販売業者が当該資料を提出しないときは、第四十六条及び第四十七条第一項の規定の適用については、当該表示は、前条に規定する表示に該当するものとみなす。

Article 43-2 When the competent minister finds it necessary for determining whether a Service Provider's or seller's representation falls under the category of representations provided for in the preceding Article, he/she may require the Service Provider or seller who made that representation to submit materials showing reasonable grounds to support it within a specified period. With regard to the application of the provisions of Article 46 and Article 47, paragraph (1) in such a case, when the Service Provider or seller has failed to submit such materials, the representation is deemed to fall under the category of representations provided for in the preceding Article.

(禁止行為)

(Prohibited Conduct)

第四十四条 役務提供事業者又は販売業者は、特定継続的役務提供等契約の締結について勧誘をするに際し、又は特定継続的役務提供等契約の解除を妨げるため、次の事項につき、不実のことを告げる行為をしてはならない。

Article 44 (1) No Service Provider or seller shall misrepresent the following information in soliciting the conclusion of a Specified Continuous Service Contract, etc. or in order to prevent the cancellation of a Specified Continuous Service Contract, etc. :

一 役務又は役務の提供を受ける権利の種類及びこれらの内容又は効果（権利の場合にあつては、当該権利に係る役務の効果）その他これらに類するものとして主務省令で定める事項

(i) the type of services or rights to be provided with services, and the details or results thereof (in the case of rights, the results of the services connected to said rights), and other similar information specified by ordinance of the competent ministry;

二 役務の提供又は権利の行使による役務の提供に際し当該役務の提供を受ける者又は当該権利の購入者が購入する必要がある商品がある場合には、その商品の種類及びその性能又は品質その他これらに類するものとして主務省令で定める事項

(ii) if there are goods that the service recipient or the purchaser of the rights will need to purchase at the time the services are provided or at the time he/she exercises his/her right to be provided with the services, the type of goods and their performance or quality, and other similar information specified by ordinance of the competent ministry;

三 役務の対価又は権利の販売価格その他の役務の提供を受ける者又は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

(iii) the consideration for the services or the selling price of the rights, and any other amount of money that the service recipient or the purchaser of the rights to be provided with services must pay;

四 前号に掲げる金銭の支払の時期及び方法

(iv) the timing of payment and means of paying the money referred to in the preceding item;

五 役務の提供期間又は権利の行使により受けることができる役務の提供期間

(v) the service period or the service period available through exercise of the rights;

六 当該特定継続的役務提供等契約の解除に関する事項（第四十八条第一項から第七項まで及び第四十九条第一項から第六項までの規定に関する事項を含む。）

(vi) information about cancelling the Specified Continuous Service Contract, etc. (including information under the provisions of Article 48, paragraphs (1) through (7) and Article 49, paragraphs (1) through (6));

七 顧客が当該特定継続的役務提供等契約の締結を必要とする事情に関する事項

(vii) information about any circumstances that make it necessary for the customer to conclude the Specified Continuous Service Contract, etc. ; and

八 前各号に掲げるもののほか、当該特定継続的役務提供等契約に関する事項であつて、顧客又は特定継続的役務の提供を受ける者若しくは特定継続的役務の提供を受ける権利の購入者の判断に影響を及ぼすこととなる重要なもの

(viii) in addition to what is set forth in the preceding items, any material information about the Specified Continuous Service Contract, etc. that would affect the decision of the customer, the recipient of the Specified Continuous Services, or the purchaser of the rights to be provided with Specified Continuous Services.

2 役務提供事業者又は販売業者は、特定継続的役務提供等契約の締結について勧誘をするに際し、前項第一号から第六号までに掲げる事項につき、故意に事実を告げない行為をしてはならない。

(2) Neither a Service Provider nor a seller shall intentionally fail to disclose facts with respect to the information listed in items (i) through (vi) of the preceding paragraph in soliciting the conclusion of a Specified Continuous Service Contract, etc.

3 役務提供事業者又は販売業者は、特定継続的役務提供等契約を締結させ、又は特定継続的役務提供等契約の解除を妨げるため、人を威迫して困惑させてはならない。

(3) Neither a Service Provider nor a seller shall use intimidation to overwhelm a person in order to cause him/her to conclude a Specified Continuous Service Contract, etc. or to prevent him/her from canceling a Specified Continuous Service Contract, etc.

(合理的な根拠を示す資料の提出)

(Submission of Materials Showing Reasonable Grounds)

第四十四条の二 主務大臣は、前条第一項第一号又は第二号に掲げる事項につき不実のことを告げる行為をしたか否かを判断するため必要があると認めるときは、当該役務提供事業者又は当該販売業者に対し、期間を定めて、当該告げた事項の裏付けとなる合理的な根拠を示す資料の提出を求めることができる。この場合において、当該役務提供事業者又は当該販売業者が当該資料を提出しないときは、第四十六条及び第四十七条第一項の規定の適用については、当該役務提供事業者又は当該販売業者は、前条第一項第一号又は第二号に掲げる事項につき不実のことを告げる行為をしたものとみなす。

Article 44-2 When the competent minister finds it necessary for determining whether or not a Service Provider or seller has misrepresented the information prescribed in paragraph (1), item (i) or (ii) of the preceding Article, he/she may require the Service Provider or seller to submit materials showing reasonable grounds to support the information he/she conveyed to the counterparty, within a specified period. With regard to the application of the provisions of Article 46 and Article 47, paragraph (1) in such a case, when the Service Provider or seller has failed to submit such materials, he/she is deemed to have misrepresented the information prescribed in paragraph (1), item (i) or (ii) of the preceding Article.

(書類の備付け及び閲覧等)

(Retention and Inspection of Documents)

第四十五条 役務提供事業者又は販売業者は、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政令で定める金額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。次項において同じ。）を行うときは、主務省令で定めるところにより、その業務及び財産の状況を記載した書類を、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備え置かなければならない。

Article 45 (1) When a Service Provider or a seller conducts prepaid transactions during the Provision of Specified Continuous Services (a transaction arising from the Provision of Specified Continuous Services wherein the Service Provider or seller receives an amount of money exceeding an amount specified by Cabinet Order from the counterparty prior to the Provision of Specified Continuous Services; the same applies in the following paragraph), it shall keep documents describing the status of its business and property at the office where it carries out business activities that are connected to Specified Continuous Service Contracts, etc. , pursuant to the provisions of ordinance of the competent ministry.

2 特定継続的役務提供に係る前払取引の相手方は、前項に規定する書類の閲覧を求め、又は前項の役務提供事業者若しくは販売業者の定める費用を支払ってその謄本若しくは抄本の交付を求めることができる。

(2) The counterparty to a prepaid transaction arising from the Provision of Specified Continuous Services may demand to inspect the documents prescribed in the preceding paragraph or may pay the fee specified by the Service Provider or the seller under the preceding paragraph and demand to be delivered a full or extracted copy of the documents.

(指示)

(Instruction)

第四十六条 主務大臣は、役務提供事業者又は販売業者が第四十二条、第四十三条、第四十四条若しくは前条の規定に違反し、又は次に掲げる行為をした場合において、特定継続的役務提供に係る取引の公正及び特定継続的役務提供契約を締結して特定継続的役務の提供を受ける者又は特定権利販売契約を締結して特定継続的役務の提供を受ける権利を購入する者（以下この章において「特定継続的役務提供受領者等」という。）の利益が害されるおそれがあると認めるときは、その役務提供事業者又は販売業者に対し、必要な措置をとるべきことを指示することができる。

Article 46 Where a Service Provider or a seller has violated any of the provisions of Article 42, 43, 44, or 45 or has engaged in any of the following conduct, when the competent minister finds that the conduct is likely to prejudice the fairness of a transaction arising from the Provision of Specified Continuous Services and the interests of a person who concludes a Specified Continuous Service Contract and receives Specified Continuous Services or a person who purchases the rights to be provided with Specified Continuous Services by concluding a

Sales Contract for Specified Rights (hereinafter referred to as the "Specified Continuous Service Recipient, etc." in this Chapter), the competent minister may instruct the Service Provider or the seller to take any necessary measures:

一 特定継続的役務提供等契約に基づく債務又は特定継続的役務提供等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。

(i) refusing to perform or unjustly delaying performance of the obligations under the Specified Continuous Service Contract, etc. or the obligations that occur through cancellation of such contract in whole or in part;

二 特定継続的役務提供等契約の締結について勧誘をするに際し、又は特定継続的役務提供等契約の解除を妨げるため、当該特定継続的役務提供等契約に関する事項であつて、顧客又は特定継続的役務提供受領者等の判断に影響を及ぼすこととなる重要なもの（第四十四条第一項第一号から第六号までに掲げるものを除く。）につき、故意に事実を告げないこと。

(ii) intentionally failing to disclose any material information about the Specified Continuous Service Contract, etc. that would affect the decision of the customer or the Specified Continuous Service Recipient, etc. (excluding the information set forth in Article 44, paragraph (1), items (i) through (vi)) in soliciting the conclusion of a Specified Continuous Service Contract, etc. or in order to prevent the cancellation of a Specified Continuous Service Contract, etc. ; and

三 前二号に掲げるもののほか、特定継続的役務提供に関する行為であつて、特定継続的役務提供に係る取引の公正及び特定継続的役務提供受領者等の利益を害するおそれがあるものとして主務省令で定めるもの

(iii) in addition to what is set forth in the preceding two items, conduct connected with the Provision of Specified Continuous Services that is specified by ordinance of the competent ministry as being likely to prejudice the fairness of a transaction arising from the Provision of Specified Continuous Services and the interests of the Specified Continuous Service Recipient, etc.

(業務の停止等)

(Suspension of Business, etc.)

第四十七条 主務大臣は、役務提供事業者又は販売業者が第四十二条、第四十三条、第四十四条若しくは第四十五条の規定に違反し若しくは前条各号に掲げる行為をした場合において特定継続的役務提供に係る取引の公正及び特定継続的役務提供受領者等の利益が著しく害されるおそれがあると認めるとき、又は役務提供事業者若しくは販売業者が同条の規定による指示に従わないときは、その役務提供事業者又は販売業者に対し、一年以内の期間を限り、特定継続的役務提供に関する業務の全部又は一部を停止すべきことを命ずることができる。

Article 47 (1) Where a Service Provider or a seller has violated any of the provisions of Article 42, 43, 44, or 45 or has engaged in any of the conduct

listed in the items of the preceding Article, if the competent minister finds that the conduct is likely to significantly prejudice the fairness of a transaction arising from the Provision of Specified Continuous Services and the interests of the Specified Continuous Service Recipient, etc. , or if the Service Provider or the seller fails to follow the instructions under the provisions of said Article, the competent minister may order the Service Provider or the seller to suspend those of its business activities that are connected with the Provision of Specified Continuous Services in whole or in part, during a specified period of no longer than one year.

2 主務大臣は、前項の規定による命令をしたときは、その旨を公表しなければならない。

(2) When the competent minister has issued an order pursuant to the preceding paragraph, he/she shall issue a public announcement to that effect.

(特定継続的役務提供等契約の解除等)

(Cancellation of a Specified Continuous Service Contract, etc.)

第四十八条 役務提供事業者又は販売業者が特定継続的役務提供等契約を締結した場合におけるその特定継続的役務提供受領者等は、第四十二条第二項又は第三項の書面を受領した日から起算して八日を経過したとき（特定継続的役務提供受領者等が、役務提供事業者若しくは販売業者が第四十四条第一項の規定に違反してこの項の規定による特定継続的役務提供等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当該告げられた内容が事実であるとの誤認をし、又は役務提供事業者若しく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期間を経過するまでにこの項の規定による特定継続的役務提供等契約の解除を行わなかつた場合には、当該特定継続的役務提供受領者等が、当該役務提供事業者又は当該販売業者が主務省令で定めるところによりこの項の規定による当該特定継続的役務提供等契約の解除を行うことができる旨を記載して交付した書面を受領した日から起算して八日を経過したとき）を除き、書面によりその特定継続的役務提供等契約の解除を行うことができる。

Article 48 (1) Where a Service Provider or a seller has concluded a Specified Continuous Service Contract, etc. , the Specified Continuous Service Recipient, etc. may cancel such Specified Continuous Service Contract, etc. in writing, except when eight days have passed since the date on which he/she received the document referred to in Article 42, paragraph (2) or (3) (if the Specified Continuous Service Recipient, etc. did not cancel the Specified Continuous Service Contract, etc. pursuant to this paragraph by that time limit because he/she was under the misapprehension that information about the cancellation of a Specified Continuous Service Contract, etc. under the provisions of this paragraph that the Service Provider or seller had misrepresented to him/her, in violation of the provisions of Article 44, paragraph (1), was true, or because the Continuous Service Recipient, etc. was overwhelmed due to the Service

Provider's or the seller's use of intimidation, in violation of the provisions of Article 44, paragraph (3), then when eight days have passed since the date on which the Specified Continuous Service Recipient, etc. received a document delivered thereto by the Service Provider or seller pursuant to the provisions of ordinance of the competent ministry that contains a notice to the effect that the Specified Continuous Service Recipient, etc. may cancel the Specified Continuous Service Contract, etc. under the provisions of this paragraph).

2 前項の規定による特定継続的役務提供等契約の解除があつた場合において、役務提供事業者又は販売業者が特定継続的役務の提供に際し特定継続的役務提供受領者等が購入する必要がある商品として政令で定める商品（以下この章並びに第五十八条の八第二項及び第六十六条第二項において「関連商品」という。）の販売又はその代理若しくは媒介を行つている場合には、当該商品の販売に係る契約（以下この条、次条及び第五十八条の八第二項において「関連商品販売契約」という。）についても、前項と同様とする。ただし、特定継続的役務提供受領者等が第四十二条第二項又は第三項の書面を受領した場合において、関連商品であつてその使用若しくは一部の消費により価額が著しく減少するおそれがある商品として政令で定めるものを使用し又はその全部若しくは一部を消費したとき（当該役務提供事業者又は当該販売業者が当該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た場合を除く。）は、この限りでない。

(2) Where a Specified Continuous Service Contract, etc. has been canceled under the provisions of the preceding paragraph, if the Service Provider or seller has sold, acted as an agent for the sale of, or arranged the sale of goods specified by Cabinet Order as goods that a Specified Continuous Service Recipient, etc. needs to purchase at the time he/she is provided Specified Continuous Services (hereinafter referred to as "Related Goods" in this Chapter and Article 58-8, paragraph (2) and Article 66, paragraph (2)), the provisions of the preceding paragraph also apply to any contract connected with the sale of said goods (hereinafter referred to as a "Sales Contract for Related Goods" in this Article, the following Article and Article 58-8, paragraph (2)); provided, however, that this does not apply when, in spite of having received the document referred to in Article 42, paragraph (2) or (3), the Specified Continuous Service Recipient, etc. has used or consumed in whole or in part Related Goods specified by Cabinet Order as having a value that is likely to decline significantly through their use or partial consumption (excluding where the Service Provider or the seller induced the Specified Continuous Service Recipient, etc. to use or consume said Related Goods in whole or in part).

3 前二項の規定による特定継続的役務提供等契約の解除及び関連商品販売契約の解除は、それぞれ当該解除を行う旨の書面を發した時に、その効力を生ずる。

(3) The cancellation of a Specified Continuous Service Contract, etc. and the cancellation of a Sales Contract for Related Goods under the provisions of the preceding two paragraphs take effect at the time the Service Recipient, etc.

sets forth in writing that he/she is canceling them.

- 4 第一項の規定による特定継続的役務提供等契約の解除又は第二項の規定による関連商品販売契約の解除があつた場合においては、役務提供事業者若しくは販売業者又は関連商品の販売を行つた者は、当該解除に伴う損害賠償若しくは違約金の支払を請求することができない。
- (4) Where a Specified Continuous Service Contract, etc. has been canceled under the provisions of paragraph (1) or where a Sales Contract for Related Goods has been canceled under the provisions of paragraph (2), the Service Provider or seller may not claim damages nor demand the payment of any penalty in connection with the cancellation.
- 5 第一項の規定による特定権利販売契約の解除又は第二項の規定による関連商品販売契約の解除があつた場合において、その特定権利販売契約又は関連商品販売契約に係る権利の移転又は関連商品の引渡しに既にされているときは、その返還又は引取りに要する費用は、販売業者又は関連商品の販売を行つた者の負担とする。
- (5) Where a Sales Contract for Specified Rights has been canceled under the provisions of paragraph (1) or where a Sales Contract for Related Goods has been canceled under the provisions of paragraph (2), the seller or the person who sold the Related Goods bears the costs required for taking back or returning any rights already transferred under the Sales Contract for Specified Rights or any Related Goods already delivered under the Sales Contract for Related Goods.
- 6 役務提供事業者又は販売業者は、第一項の規定による特定継続的役務提供等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等契約に基づき特定継続的役務提供が行われたときにおいても、特定継続的役務提供受領者等に対し、当該特定継続的役務提供等契約に係る特定継続的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。
- (6) Where a Specified Continuous Service Contract, etc. has been canceled under the provisions of paragraph (1), the Service Provider or seller may not demand that the Specified Continuous Service Recipient, etc. pay consideration or any other money for Specified Continuous Services under the Specified Continuous Service Contract, etc. , even if Specified Continuous Services have already been provided based on that contract.
- 7 役務提供事業者は、第一項の規定による特定継続的役務提供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、特定継続的役務の提供を受ける者に対し、速やかに、これを返還しなければならない。
- (7) Where a Specified Continuous Service Contract has been canceled under the provisions of paragraph (1), the Service Provider shall promptly return any money he/she has received in association with the Specified Continuous Service Contract to the recipient of the Specified Continuous Services.
- 8 前各項の規定に反する特約で特定継続的役務提供受領者等に不利なものは、無効とする。

- (8) Any special provisions of a contract that run counter to the provisions of the preceding paragraphs and that are disadvantageous to the Specified Continuous Service Recipient, etc. are hereby invalidated.

第四十九条 役務提供事業者が特定継続的役務提供契約を締結した場合におけるその特定継続的役務の提供を受ける者は、第四十二条第二項の書面を受領した日から起算して八日を経過した後（その特定継続的役務の提供を受ける者が、役務提供事業者が第四十四条第一項の規定に違反して前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当該告げられた内容が事実であるとの誤認をし、又は役務提供事業者が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、これらによつて当該期間を経過するまでに前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、当該特定継続的役務の提供を受ける者が、当該役務提供事業者が同項の主務省令で定めるところにより同項の規定による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旨を記載して交付した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、将来に向かつてその特定継続的役務提供契約の解除を行うことができる。

Article 49 (1) Where a Service Provider has concluded a Specified Continuous Service Contract, the recipient of the Specified Continuous Services may effect a prospective cancellation of the contract in question after eight days have passed since the date on which he/she received the document referred to in Article 42, paragraph (2) (if the recipient of the Specified Continuous Services did not cancel the Specified Continuous Service Contract pursuant to the provisions of paragraph (1) of the previous Article by the relevant time limit because he/she was under the misapprehension that information about canceling the Specified Continuous Service Contract pursuant to the provisions of said paragraph that the Service Provider had misrepresented to him/her, in violation of the provisions of Article 44, paragraph (1), was true, or because the recipient of the Specified Continuous Services was overwhelmed due to the Service Provider's use of intimidation, in violation of the provisions of Article 44, paragraph (3), then when eight days have passed since the date on which he/she received a document delivered thereto by the Service Provider, pursuant to the provisions of ordinance of the competent ministry, that contains a notice to the effect that he/she may cancel the Specified Continuous Service Contract under the provisions of paragraph (1) of the previous Article).

- 2 役務提供事業者は、前項の規定により特定継続的役務提供契約が解除されたときは、損害賠償額の予定又は違約金の定めがあるときにおいても、次の各号に掲げる場合に依り当該各号に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特定継続的役務の提供を受ける者に対して請求することができない。

(2) Where a Specified Continuous Service Contract has been canceled pursuant to the provisions of the preceding paragraph, the Service Provider may not

demand that the recipient of the Specified Continuous Services pay an amount of money that exceeds the total of the amount specified in each of the following items in accordance with the case listed therein and the amount of the relevant delinquency charges based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for penalties:

一 当該特定継続的役務提供契約の解除が特定継続的役務の提供開始後である場合
次の額を合算した額

(i) where the Specified Continuous Service Contract was canceled after the Specified Continuous Services began to be provided: the total of the following amounts:

イ 提供された特定継続的役務の対価に相当する額

(a) the amount equivalent to the consideration for the Specified Continuous Services that were provided; and

ロ 当該特定継続的役務提供契約の解除によつて通常生ずる損害の額として第四十一条第二項の政令で定める役務ごとに政令で定める額

(b) the amount specified by the Cabinet Order referred to in Article 41, paragraph (2) in accordance with each of the services specified therein as the amount of damages that are normally caused by the cancellation of the relevant Specified Continuous Service Contract.

二 当該特定継続的役務提供契約の解除が特定継続的役務の提供開始前である場合
契約の締結及び履行のために通常要する費用の額として第四十一条第二項の政令で定める役務ごとに政令で定める額

(ii) where the Specified Continuous Service Contract was canceled before the Specified Continuous Services started to be provided: the amount specified by the Cabinet Order referred to in Article 41, paragraph (2) in accordance with each of the services specified therein as the amount of costs normally required for concluding and performing a contract.

3 販売業者が特定権利販売契約を締結した場合におけるその特定継続的役務の提供を受ける権利の購入者は、第四十二条第三項の書面を受領した日から起算して八日を経過した後（その特定継続的役務の提供を受ける権利の購入者が、販売業者が第四十四条第一項の規定に違反して前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当該告げられた内容が事実であるとの誤認をし、又は販売業者が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、これらによつて当該期間を経過するまでに前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、当該特定継続的役務の提供を受ける権利の購入者が、当該販売業者が同項の主務省令で定めるところにより同項の規定による当該特定権利販売契約の解除を行うことができる旨を記載して交付した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、その特定権利販売契約の解除を行うことができる。

(3) Where a seller has concluded a Sales Contract for Specified Rights, the purchaser of the rights to be provided with Specified Continuous Services may

cancel the Sales Contract for Specified Rights after eight days have passed since the date on which he/she received the document referred to in Article 42, paragraph (3) (if the purchaser of the rights to be provided with the Specified Continuous Services did not cancel the Sales Contract for Specified Rights under the provisions of paragraph (1) of the preceding Article by the relevant time limit because he/she was under the misapprehension that information about canceling the Sales Contract for Specified Rights under the provisions of that paragraph that the seller had misrepresented to him/her, in violation of the provisions of Article 44, paragraph (1), was true, or because the purchaser of the rights to be provided with the Specified Continuous Services was overwhelmed due to the seller's use of intimidation, in violation of the provisions of Article 44, paragraph (3), then when eight days have passed since the date on which he/she received a document delivered thereto by the seller, pursuant to the provisions of ordinance of the competent ministry, that contains a notice to the effect that he/she may cancel said Sales Contract for Specified Rights under the provisions of paragraph (1) of the preceding Article).

4 販売業者は、前項の規定により特定権利販売契約が解除されたときは、損害賠償額の予定又は違約金の定めがあるときにおいても、次の各号に掲げる場合に依り当該各号に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特定継続的役務の提供を受ける権利の購入者に対して請求することができない。

(4) Where a Sales Contract for Specified Rights has been canceled pursuant to the provisions of the preceding paragraph, the seller may not demand that the purchaser of the rights to be provided with Specified Continuous Services pay an amount of money that exceeds the total of the amount specified in each of the following items in accordance with the case listed therein and the amount of the relevant delinquency charges based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for penalties:

一 当該権利が返還された場合 当該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額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）

(i) where the rights were returned: the amount equivalent to the profit that can normally be earned through the exercise of the rights (when an amount equivalent to the selling price of the rights less their market value at the time of their return exceeds the amount equivalent to the profit that can normally be gained through the exercise of the rights, such amount applies);

二 当該権利が返還されない場合 当該権利の販売価格に相当する額

(ii) where the rights are not returned: the amount equivalent to the selling price of the rights;

三 当該契約の解除が当該権利の移転前である場合 契約の締結及び履行のために通

常要する費用の額

(iii) where the contract was canceled prior to the transfer of the rights: the amount of costs normally required for concluding and performing a contract.

5 第一項又は第三項の規定により特定継続的役務提供等契約が解除された場合であつて、役務提供事業者又は販売業者が特定継続的役務提供受領者等に対し、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場合には、特定継続的役務提供受領者等は当該関連商品販売契約の解除を行うことができる。

(5) Where a Specified Continuous Service Contract, etc. has been canceled pursuant to the provisions of paragraph (1) or (3), if the Service Provider or the seller has sold, acted as an agent for the sale of, or arranged for the sale of the Related Goods to the Specified Continuous Service Recipient, etc. , the Specified Continuous Service Recipient, etc. may cancel the Sales Contract for Related Goods.

6 関連商品の販売を行つた者は、前項の規定により関連商品販売契約が解除されたときは、損害賠償額の予定又は違約金の定めがあるときにおいても、次の各号に掲げる場合に依り当該各号に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特定継続的役務提供受領者等に対して請求することができない。

(6) When a Sales Contract for Related Goods has been canceled pursuant to the provisions of the preceding paragraph, the seller of the Related Goods may not demand that the Specified Continuous Service Recipient, etc. pay an amount of money that exceeds the total of the amount specified in each of the following items in accordance with the case listed therein and the amount of the relevant delinquency charges based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for penalties:

一 当該関連商品が返還された場合 当該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額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）

(i) where the Related Goods were returned: the amount equivalent to the ordinary usage fees for the Related Goods (when the amount equivalent to the selling price of the Related Goods less their market value as of the time of their return exceeds the amount equivalent to the ordinary usage fees, such amount applies);

二 当該関連商品が返還されない場合 当該関連商品の販売価格に相当する額

(ii) where the Related Goods are not returned: the amount equivalent to the selling price of the Related Goods;

三 当該契約の解除が当該関連商品の引渡し前である場合 契約の締結及び履行のために通常要する費用の額

(iii) where the contract was canceled prior to the transfer of the Related Goods: the amount of costs normally required for concluding and performing a contract.

7 前各項の規定に反する特約で特定継続的役務提供受領者等に不利なものは、無効とする。

(7) Any special provisions that run counter to the provisions of the preceding paragraphs and that are disadvantageous to the Specified Continuous Service Recipient, etc. , are hereby invalidated.

(特定継続的役務提供等契約の申込み又はその承諾の意思表示の取消し)

(Rescission of the Manifested Intention to Offer a Specified Continuous Service Contract, etc. or to Accept Such Offer)

第四十九条の二 特定継続的役務提供受領者等は、役務提供事業者又は販売業者が特定継続的役務提供等契約の締結について勧誘をするに際し次の各号に掲げる行為をしたことにより、当該各号に定める誤認をし、それによつて当該特定継続的役務提供等契約の申込み又はその承諾の意思表示をしたときは、これを取り消すことができる。

Article 49-2 (1) Where a Specified Continuous Service Recipient, etc. was under the misapprehension specified in each the following items as a result of the Service Provider or the seller engaging in the conduct listed in the relevant item in soliciting the conclusion of a Specified Continuous Service Contract, etc. , because of which the Specified Continuous Service Recipient, etc. manifested his/her intention to offer a Specified Continuous Service Contract, etc. or to accept such offer, he/she may rescind his/her manifested intention to offer such contract or to accept such offer:

一 第四十四条第一項の規定に違反して不実のことを告げる行為 当該告げられた内容が事実であるとの誤認

(i) misrepresentation in violation of the provisions of Article 44, paragraph (1): the misapprehension that the information being represented was true; or

二 第四十四条第二項の規定に違反して故意に事実を告げない行為 当該事実が存在しないとの誤認

(ii) intentional failure to disclose a fact, in violation of the provisions of Article 44, paragraph (2): the misapprehension that the relevant fact did not exist.

2 第九条の三第二項から第四項までの規定は、前項の規定による特定継続的役務提供等契約の申込み又はその承諾の意思表示の取消しについて準用する。

(2) The provisions of Article 9-3, paragraphs (2) through (4) apply mutatis mutandis to rescission, under the provisions of the preceding paragraph, of the manifested intention to offer a Specified Continuous Service Contract, etc. or to accept such offer.

3 前条第五項から第七項までの規定は、第一項の規定により特定継続的役務提供等契約の申込み又はその承諾の意思表示が取り消された場合について準用する。

(3) The provisions of Article 49, paragraphs (5) through (7) apply mutatis mutandis to where the manifested intention to offer a Specified Continuous Service Contract, etc. or to accept such offer has been rescinded pursuant to the provisions of paragraph (1).

(適用除外)

(Exclusion from Application)

第五十条 この章の規定は、次の特定継続的役務提供については、適用しない。

Article 50 (1) The provisions of this Chapter do not apply to the following

Provision of Specified Continuous Services:

一 特定継続的役務提供等契約で、特定継続的役務提供受領者等が営業のために又は営業として締結するものに係る特定継続的役務提供

(i) Provision of Specified Continuous Services under a Specified Continuous Service Contract, etc. concluded by a Specified Continuous Service Recipient, etc. for the purpose of business or as a part of business;

二 本邦外に在る者に対する特定継続的役務提供

(ii) Provision of Specified Continuous Services to a person residing outside Japan;

三 国又は地方公共団体が行う特定継続的役務提供

(iii) Provision of Specified Continuous Services by the national or local government;

四 次の団体がその直接又は間接の構成員に対して行う特定継続的役務提供（その団体が構成員以外の者にその事業又は施設を利用させることができる場合には、これらの者に対して行う特定継続的役務提供を含む。）

(iv) Provision of Specified Continuous Services by the following organizations to their direct or indirect members (if the organization is permitted to allow non-members to make use of its administrative services or facilities, this includes Provision of Specified Continuous Services to such non-members):

イ 特別の法律に基づいて設立された組合並びにその連合会及び中央会

(a) partnerships established based on a special Act and any federation or central association thereof;

ロ 国家公務員法第百八条の二又は地方公務員法第五十二条の団体

(b) organizations under Article 108-2 of the National Public Service Act or Article 52 of the Local Public Service Act; and

ハ 労働組合

(c) labor unions.

五 事業者がその従業者に対して行う特定継続的役務提供

(v) Provision of Specified Continuous Services by a business enterprise to its employees.

2 第四十九条第二項、第四項及び第六項（前条第三項において準用する場合を含む。）の規定は、特定継続的役務又は関連商品を割賦販売により提供し又は販売するものについては、適用しない。

(2) The provisions of Article 49, paragraphs (2), (4), and (6) (including where they apply mutatis mutandis pursuant to Article 49-2, paragraph (3)) do not apply to Specified Continuous Services provided or Related Goods sold through

installment sales.

第五章 業務提供誘引販売取引

Chapter V Business Opportunity Sales Transactions

(定義)

(Definitions)

第五十一条 この章並びに第五十八条の九、第六十六条第一項及び第六十七条第一項において「業務提供誘引販売業」とは、物品の販売（そのあつせんを含む。）又は有償で行う役務の提供（そのあつせんを含む。）の事業であつて、その販売の目的物たる物品（以下この章及び第五十八条の九第一項第一号イにおいて「商品」という。）又はその提供される役務を利用する業務（その商品の販売若しくはそのあつせん又はその役務の提供若しくはそのあつせんを行う者が自ら提供を行い、又はあつせんを行うものに限る。）に従事することにより得られる利益（以下この章及び第五十八条の九第一項第三号において「業務提供利益」という。）を収受し得ることをもつて相手方を誘引し、その者と特定負担（その商品の購入若しくはその役務の対価の支払又は取引料の提供をいう。以下この章及び第五十八条の九第一項第三号において同じ。）を伴うその商品の販売若しくはそのあつせん又はその役務の提供若しくはそのあつせんに係る取引（その取引条件の変更を含む。以下「業務提供誘引販売取引」という。）をするものをいう。

Article 51 (1) The term "Business Opportunity Sales" as used in this Chapter and Article 58-9, Article 66, paragraph (1), and Article 67, paragraph (1) means the business of sale (including arranging the sale) of articles or the provision (including arranging for the provision) of services in exchange for payment, wherein the possible receipt of a profit (hereinafter referred to as "Business Opportunity Profit" in this Chapter and Article 58-9, paragraph (1), item (iii)) through engaging in business activities that use the articles being sold (hereinafter referred to as "Goods" in this Chapter and Article 58-9, paragraph (1), item (i)(a)) or the services being provided (such business activities are limited to those that are directly provided or arranged by the person who sells or arranges the sale of the Goods or who provides or arranges for the provision of the services) is used to induce the counterparty to enter transactions, and wherein transactions that involve a specified burden (meaning purchase of Goods, payment of consideration for services, or provision of a Transaction Fee; hereinafter the same applies in this Chapter and Article 58-9, paragraph (1), item (iii)) are carried out with the counterparty to sell or arrange the sale of Goods or to provide or arrange the provision of services (such transactions include any change in the terms of a transaction; hereinafter referred to as "Business Opportunity Sales Transactions").

2 この章において「取引料」とは、取引料、登録料、保証金その他いかなる名義をもつてするかを問わず、取引をするに際し、又は取引条件を変更するに際し提供される

金品をいう。

(2) The term "Transaction Fee" as used in this Chapter shall mean a transaction fee, a membership fee, a security deposit, or other money or goods provided at the time a transaction is conducted or upon changing the terms of a transaction, irrespective of the name given to it.

(業務提供誘引販売取引における氏名等の明示)

(Clear Indication of Name, etc. in Business Opportunity Sales Transactions)

第五十一条の二 業務提供誘引販売業を行う者は、その業務提供誘引販売業に係る業務提供誘引販売取引をしようとするときは、その勧誘に先立つて、その相手方に対し、業務提供誘引販売業を行う者の氏名又は名称、特定負担を伴う取引についての契約の締結について勧誘をする目的である旨及び当該勧誘に係る商品又は役務の種類を明らかにしなければならない。

Article 51-2 Where a person engaged in Business Opportunity Sales seeks to conduct Business Opportunity Sales Transactions through those Business Opportunity Sales, he/she shall clearly indicate to the counterparty, prior to solicitation, the name of the person engaged in the Business Opportunity Sales, the fact that his/her purpose is to solicit the conclusion of a contract for transactions involving a specified burden, and the type of Goods or services connected with the solicitation.

(禁止行為)

(Prohibited Conduct)

第五十二条 業務提供誘引販売業を行う者は、その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（以下「事業所等」という。）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。）の締結について勧誘をするに際し、又はその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を妨げるため、次の事項につき、故意に事実を告げず、又は不実のことを告げる行為をしてはならない。

Article 52 (1) No person engaged in Business Opportunity Sales shall intentionally fail to disclose facts about or misrepresent the following information in soliciting a contract for Business Opportunity Sales Transactions through Business Opportunity Sales (limited to a contract with an individual who, without using a place of business or other similar facility (hereinafter referred to as a "Place of Business, etc."), engages in business activities that are provided or arranged in connection with the Business Opportunity Sales; hereinafter the same applies in this Article) or in order to prevent the cancellation of a contract for Business Opportunity Sales Transactions arising from Business Opportunity Sales:

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。）の種類及びその性能

若しくは品質又は施設を利用し若しくは役務の提供を受ける権利若しくは役務の種類及びこれらの内容その他これらに類するものとして主務省令で定める事項

(i) the type of Goods (excluding rights to use a facility and to be provided services) and their performance or quality, the type of services, rights to use a facility, or rights to be provided services, the details thereof, and other similar information specified by ordinance of the competent ministry;

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

(ii) information about the specified burden involved in the Business

Opportunity Sales Transactions;

三 当該契約の解除に関する事項（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。）

(iii) information about cancelling the relevant contract (including information under the provisions of Article 58, paragraphs (1) through (3));

四 その業務提供誘引販売業に係る業務提供利益に関する事項

(iv) information about the Business Opportunity Profit from the Business

Opportunity Sales;

五 前各号に掲げるもののほか、その業務提供誘引販売業に関する事項であつて、業務提供誘引販売取引の相手方の判断に影響を及ぼすこととなる重要なもの

(v) in addition to what is set forth in the preceding items, any material information about Business Opportunity Sales that would affect the decision of the counterparty to the Business Opportunity Sales Transactions.

2 業務提供誘引販売業を行う者は、その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、又はその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を妨げるため、人を威迫して困惑させてはならない。

(2) No person engaged in Business Opportunity Sales shall use intimidation to overwhelm a person in order to cause him/her to conclude a contract for Business Opportunity Sales Transactions through Business Opportunity Sales or in order to prevent him/her from canceling a contract for Business Opportunity Sales Transactions arising from Business Opportunity Sales.

3 業務提供誘引販売業を行う者は、特定負担を伴う取引についての契約の締結について勧誘をするためのものであることを告げずに営業所、代理店その他の主務省令で定める場所以外の場所において呼び止めて同行させることその他政令で定める方法により誘引した者に対し、公衆の出入りする場所以外の場所において、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について勧誘をしてはならない。

(3) No person engaged in Business Opportunity Sales shall solicit a contract for Business Opportunity Sales Transactions arising from his/her Business Opportunity Sales other than in a place into and out of which the general public comes and goes, from a person whom the person engaged in Business Opportunity Sales has stopped and caused to follow him/her or whom he/she has by any other means specified by Cabinet Order induced away from a place

that is not a business office, agency office, or any other place specified by ordinance of the competent ministry, without informing the person that the purpose for doing so is to solicit the conclusion of a contract for transactions involving a specified burden.

(合理的な根拠を示す資料の提出)

(Submission of Materials Showing Reasonable Grounds)

第五十二条の二 主務大臣は、前条第一項第一号又は第四号に掲げる事項につき不実のことを告げる行為をしたか否かを判断するため必要があると認めるときは、当該業務提供誘引販売業を行う者に対し、期間を定めて、当該告げた事項の裏付けとなる合理的な根拠を示す資料の提出を求めることができる。この場合において、当該業務提供誘引販売業を行う者が当該資料を提出しないときは、第五十六条第一項及び第五十七条第一項の規定の適用については、当該業務提供誘引販売業を行う者は、前条第一項第一号又は第四号に掲げる事項につき不実のことを告げる行為をしたものとみなす。

Article 52-2 When the competent minister finds it necessary for determining whether or not a person engaged in Business Opportunity Sales has misrepresented the information prescribed in Article 52, paragraph (1), item (i) or (iv), he/she may require the person engaged in Business Opportunity Sales to submit materials showing reasonable grounds to support the information he/she conveyed to the other party within a specified period. With regard to the application of the provisions of Article 56, paragraph (1) and Article 57, paragraph (1) in such a case, when the person engaged in Business Opportunity Sales has failed to submit such materials, he/she is deemed to have misrepresented the information prescribed in Article 52, paragraph (1), item (i) or (iv).

(業務提供誘引販売取引についての広告)

(Advertisements of Business Opportunity Sales Transactions)

第五十三条 業務提供誘引販売業を行う者は、その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広告をするときは、主務省令で定めるところにより、当該広告に、その業務提供誘引販売業に関する次の事項を表示しなければならない。

Article 53 When a person conducting Business Opportunity Sales advertises the Business Opportunity Sales Transactions arising from his/her Business Opportunity Sales, he/she shall indicate the following information concerning his/her Business Opportunity Sales in the advertisement, pursuant to the provisions of ordinance of the competent ministry:

一 商品又は役務の種類

(i) the type of Goods or services;

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

(ii) information about the specified burden involved in the Business Opportunity Sales Transactions;

三 その業務提供誘引販売業に関して提供し、又はあつせんする業務について広告をするときは、その業務の提供条件

(iii) if the person is advertising the business activities that he/she provides or arranges to be provided in connection with the Business Opportunity Sales, the conditions under which these business activities are provided; and

四 前三号に掲げるもののほか、主務省令で定める事項

(iv) in addition to what is set forth in the preceding three items, any other information specified by ordinance of the competent ministry.

(誇大広告等の禁止)

(Prohibition of Misleading Advertising, etc.)

第五十四条 業務提供誘引販売業を行う者は、その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広告をするときは、当該業務提供誘引販売取引に伴う特定負担、当該業務提供誘引販売業に係る業務提供利益その他の主務省令で定める事項について、著しく事実に相違する表示をし、又は実際のものよりも著しく優良であり、若しくは有利であると人を誤認させるような表示をしてはならない。

Article 54 When a person conducting Business Opportunity Sales advertises the Business Opportunity Sales Transactions arising from those Business Opportunity Sales, he/she shall make no representation about the specified burden involved in said Business Opportunity Sales Transactions, the Business Opportunity Profit arising from said Business Opportunity Sales, or any other information specified by ordinance of the competent ministry, that differs vastly from the truth or misleads people into believing that it is vastly better or more advantageous than it is in reality.

(合理的な根拠を示す資料の提出)

(Submission of Materials Showing Reasonable Grounds)

第五十四条の二 主務大臣は、前条に規定する表示に該当するか否かを判断するため必要があると認めるときは、当該表示をした業務提供誘引販売業を行う者に対し、期間を定めて、当該表示の裏付けとなる合理的な根拠を示す資料の提出を求めることができる。この場合において、当該業務提供誘引販売業を行う者が当該資料を提出しないときは、第五十六条第一項及び第五十七条第一項の規定の適用については、当該表示は、前条に規定する表示に該当するものとみなす。

Article 54-2 When the competent minister finds it necessary for determining whether a representation made by a person engaged in Business Opportunity Sales falls under the category of representations provided for in the preceding Article, he/she may require the person engaged in Business Opportunity Sales who made that representation to submit materials showing reasonable grounds to support it within a specified period. With regard to the application of the provisions of Article 56, paragraph (1) and Article 57, paragraph (1) in such a case, when the person engaged in Business Opportunity Sales has failed to

submit such materials, the representation is deemed to fall under the category of representations provided for in the preceding Article.

(承諾をしていない者に対する電子メール広告の提供の禁止等)

(Prohibition, etc. on Sending E-mail Advertising to a Person Who Has Not Given His/Her Consent)

第五十四条の三 業務提供誘引販売業を行う者は、次に掲げる場合を除き、その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、その相手方となる者の承諾を得ないで電子メール広告をしてはならない。

Article 54-3 (1) Except in the following cases, no person engaged in Business Opportunity Sales shall advertise the Business Opportunity Sales Transactions arising from his/her Business Opportunity Sales via e-mail without the consent of the advertising target:

一 相手方となる者の請求に基づき、その業務提供誘引販売業に係る業務提供誘引販売取引に係る電子メール広告（以下この章において「業務提供誘引販売取引電子メール広告」という。）をするとき。

(i) when sending e-mail advertising the Business Opportunity Sales Transactions that arise from his/her Business Opportunity Sales (hereinafter referred to as "E-mail That Advertises Business Opportunity Sales Transactions" in this Chapter) at the request of the counterparty; or

二 前号に掲げるもののほか、通常業務提供誘引販売取引電子メール広告の提供を受ける者の利益を損なうおそれがないと認められる場合として主務省令で定める場合において、業務提供誘引販売取引電子メール広告をするとき。

(ii) in addition to the case set forth in the preceding item, when sending E-mail That Advertises Business Opportunity Sales Transactions in cases specified by ordinance of the competent ministry as cases that are found to be unlikely to prejudice the interests of the target of an E-mail That Advertises Business Opportunity Sales Transactions.

2 前項に規定する承諾を得、又は同項第一号に規定する請求を受けた業務提供誘引販売業を行う者は、当該業務提供誘引販売取引電子メール広告の相手方から業務提供誘引販売取引電子メール広告の提供を受けない旨の意思の表示を受けたときは、当該相手方に対し、業務提供誘引販売取引電子メール広告をしてはならない。ただし、当該表示を受けた後に再び業務提供誘引販売取引電子メール広告をすることにつき当該相手方から請求を受け、又は当該相手方の承諾を得た場合には、この限りでない。

(2) No person engaged in Business Opportunity Sales that has obtained the consent prescribed in the preceding paragraph or that has received the request prescribed in item (i) of the same paragraph shall send an E-mail That Advertises Business Opportunity Sales Transactions to the advertising target if the target of the E-mail That Advertises Business Opportunity Sales Transactions indicates that he/she is not willing to receive E-mail That Advertises Business Opportunity Sales Transactions; provided, however, that

this does not apply where the person conducting Business Opportunity Sales has later received a request from the advertising target or regains the consent of the advertising target with regard to E-mail That Advertises Business Opportunity Sales Transactions.

- 3 業務提供誘引販売業を行う者は、業務提供誘引販売取引電子メール広告をするときは、第一項第二号に掲げる場合を除き、当該業務提供誘引販売取引電子メール広告をすることにつきその相手方の承諾を得、又はその相手方から請求を受けたことの記録として主務省令で定めるものを作成し、主務省令で定めるところによりこれを保存しなければならない。

(3) When sending E-mail That Advertises Business Opportunity Sales Transactions, a person engaged in Business Opportunity Sales shall, except in the case set forth in paragraph (1), item (ii), prepare what is specified by ordinance of the competent ministry as a record of having obtained the consent of the advertising target or having received a request from the advertising target to send E-mail That Advertises Business Opportunity Sales Transactions, and shall preserve such records pursuant to the provisions of ordinance of the competent ministry.

- 4 業務提供誘引販売業を行う者は、業務提供誘引販売取引電子メール広告をするときは、第一項第二号に掲げる場合を除き、当該業務提供誘引販売取引電子メール広告に、第五十三条各号に掲げる事項のほか、主務省令で定めるところにより、その相手方が業務提供誘引販売取引電子メール広告の提供を受けない旨の意思を表示するために必要な事項として主務省令で定めるものを表示しなければならない。

(4) When sending E-mail That Advertises Business Opportunity Sales Transactions, a person engaged in Business Opportunity Sales shall, except in the case set forth in paragraph (1), item (ii), indicate in said E-mail That Advertises Business Opportunity Sales Transactions, pursuant to the provisions of ordinance of the competent ministry, all that is specified by ordinance of the competent ministry as the information that is necessary in order for the advertising target to indicate that he/she is not willing to receive E-mail That Advertises Business Opportunity Sales Transactions, in addition to the information listed in the items of Article 53.

- 5 前二項の規定は、業務提供誘引販売業を行う者が他の者に次に掲げる業務のすべてにつき一括して委託しているときは、その委託に係る業務提供誘引販売取引電子メール広告については、適用しない。

(5) When a person engaged in Business Opportunity Sales has collectively entrusted all of the following business activities to another person, the provisions of the preceding two paragraphs do not apply to any E-mail That Advertises Business Opportunity Sales Transactions under such entrustment:

- 一 業務提供誘引販売取引電子メール広告をすることにつきその相手方の承諾を得、又はその相手方から請求を受ける業務

(i) business activities for obtaining the consent of the advertising targets or

receiving requests from advertising targets to send E-mail That Advertises Business Opportunity Sales Transactions;

二 第三項に規定する記録を作成し、及び保存する業務

(ii) business activities for preparing and preserving the records prescribed in paragraph (3); and

三 前項に規定する業務提供誘引販売取引電子メール広告の提供を受けない旨の意思を表示するために必要な事項を表示する業務

(iii) business activities for indicating the information that is necessary for the advertising target to indicate that he/she is not willing to receive E-mail That Advertises Business Opportunity Sales Transactions, as prescribed in the preceding paragraph.

第五十四条の四 業務提供誘引販売業を行う者から前条第五項各号に掲げる業務のすべてにつき一括して委託を受けた者（以下この章並びに第六十六条第四項及び第六項において「業務提供誘引販売取引電子メール広告受託事業者」という。）は、次に掲げる場合を除き、当該業務を委託した業務提供誘引販売業を行う者（以下この条において「業務提供誘引販売取引電子メール広告委託者」という。）が行うその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、その相手方となる者の承諾を得ないで業務提供誘引販売取引電子メール広告をしてはならない。

Article 54-4 (1) Except in the following cases, a party to whom all of the business activities listed in the items of paragraph (5) of the preceding Article have been collectively entrusted by a person engaged in Business Opportunity Sales (a party so entrusted is hereinafter referred to as a "Business Operator Entrusted with E-mail That Advertises Business Opportunity Sales Transactions" in this Chapter and Article 66, paragraphs (4) and (6)) shall not send E-mail That Advertises Business Opportunity Sales Transactions for the Business Opportunity Sales Transactions that arise from the Business Opportunity Sales that are carried out by the person engaged in Business Opportunity Sales who has entrusted said business activities (hereinafter referred to as the "Party Entrusting E-mail That Advertises Its Business Opportunity Sales Transactions" in this Article) without the consent of the advertising target:

一 相手方となる者の請求に基づき、業務提供誘引販売取引電子メール広告委託者に係る業務提供誘引販売取引電子メール広告をするとき。

(i) when sending E-mail That Advertises the Business Opportunity Sales Transactions of a Party Entrusting E-mail That Advertises Its Business Opportunity Sales Transactions based on the request of the advertising target; and

二 前号に掲げるもののほか、通常業務提供誘引販売取引電子メール広告委託者に係る業務提供誘引販売取引電子メール広告の提供を受ける者の利益を損なうおそれがないと認められる場合として主務省令で定める場合において、業務提供誘引販売取引電子メール広告委託者に係る業務提供誘引販売取引電子メール広告をするとき。

(ii) in addition to what is set forth in the preceding item, when sending E-mail That Advertises the Business Opportunity Sales Transactions of a Party Entrusting E-mail That Advertises Its Business Opportunity Sales Transactions in cases specified by ordinance of the competent ministry as cases that are found to be unlikely to prejudice the interests of the target of the E-mail That Advertises the Business Opportunity Sales Transactions of the Party Entrusting E-mail That Advertises Its Business Opportunity Sales Transactions.

2 前条第二項から第四項までの規定は、業務提供誘引販売取引電子メール広告受託事業者による業務提供誘引販売取引電子メール広告委託者に係る業務提供誘引販売取引電子メール広告について準用する。この場合において、同条第三項及び第四項中「第一項第二号」とあるのは、「次条第一項第二号」と読み替えるものとする。

(2) The provisions of paragraphs (2) through (4) of the preceding Article apply mutatis mutandis to E-mail That Advertises the Business Opportunity Sales Transactions of a Party Entrusting E-mail That Advertises Its Business Opportunity Sales Transactions, by a Business Operator Entrusted with E-mail That Advertises Business Opportunity Sales Transactions. Where such is the case, the phrase "paragraph (1), item (ii)" in paragraph (3) and paragraph (4) of the preceding Article is deemed to be replaced with "paragraph (1), item (ii) of the following Article."

(業務提供誘引販売取引における書面の交付)

(Delivery of Document in Business Opportunity Sales Transactions)

第五十五条 業務提供誘引販売業を行う者は、その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（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等によらないで行う個人に限る。）とその特定負担についての契約を締結しようとするときは、その契約を締結するまでに、主務省令で定めるところにより、その業務提供誘引販売業の概要について記載した書面をその者に交付しなければならない。

Article 55 (1) Where a person engaged in Business Opportunity Sales seeks to conclude a contract concerning the specified burden involved in Business Opportunity Sales Transactions with a person who seeks to bear such specified burden (limited to an individual who, without using a Place of Business, etc., engages in business activities that are provided or arranged in connection with the Business Opportunity Sales), the person engaged in Business Opportunity Sales shall deliver to that person a document containing an outline of the Business Opportunity Sales pursuant to the provisions of ordinance of the competent ministry before concluding the contract.

2 業務提供誘引販売業を行う者は、その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（以下この章において「業務提供誘引販売契約」という。）を締結した場合において、その業務提供誘引販売契約の相手方が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等によらないで行う個人であるときは、遅滞なく、主務省令で定めるところにより、次の事項についてその業務提供誘引販売契約の内容を明らかにする書面をその者に交付しなければならない。

- (2) Where a person engaged in Business Opportunity Sales has concluded a contract for Business Opportunity Sales Transactions arising from his/her Business Opportunity Sales (hereinafter referred to as a "Business Opportunity Sales Contract" in this Chapter), and the counterparty to the Business Opportunity Sales Contract is an individual who, without using a Place of Business, etc. , engages in business activities that are provided or arranged in connection with the Business Opportunity Sales, the person engaged in Business Opportunity Sales shall deliver a document to that person containing the details of the Business Opportunity Sales Contract with respect to the following information without delay, pursuant to the provisions of ordinance of the competent ministry:
- 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。）の種類及びその性能若しくは品質又は施設を利用し若しくは役務の提供を受ける権利若しくは役務の種類及びこれらの内容に関する事項
 - (i) the type of Goods (excluding rights to use a facility or to be provided services) and their performance or quality, or the type of services, rights to use a facility, or rights to be provided services, and the details thereof;
 - 二 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
 - (ii) information about the conditions under which the business activities that use the Goods or the services being provided, are provided;
 - 三 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
 - (iii) information about the specified burden involved in the Business Opportunity Sales Transactions;
 - 四 当該業務提供誘引販売契約の解除に関する事項（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。）
 - (iv) information about cancelling the Business Opportunity Sales Contract (including information under the provisions of Article 58, paragraphs (1) through (3)); and
 - 五 前各号に掲げるもののほか、主務省令で定める事項
 - (v) in addition to what is set forth in the preceding items, any other information specified by ordinance of the competent ministry.

(指示)

(Instruction)

第五十六条 主務大臣は、業務提供誘引販売業を行う者が第五十一条の二、第五十二条、第五十三条、第五十四条、第五十四条の三（第五項を除く。）若しくは前条の規定に違反し、又は次に掲げる行為をした場合において、業務提供誘引販売取引の公正及び

業務提供誘引販売取引の相手方の利益が害されるおそれがあると認めるときは、その業務提供誘引販売業を行う者に対し、必要な措置をとるべきことを指示することができる。

Article 56 (1) Where a person engaging in Business Opportunity Sales has violated any of the provisions of Article 51-2, 52, 53, 54, 54-3 (excluding paragraph (5)), or 55 or has engaged in any of the following conduct, when the competent minister finds that the conduct is likely to prejudice the fairness of a Transaction Arising from Business Opportunity Sales or the interests of the counterparty thereto, he/she may instruct the person engaging in Business Opportunity Sales to take any necessary measures:

一 その業務提供誘引販売業に係る業務提供誘引販売契約に基づく債務又はそ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。

(i) refusing to perform or unjustly delaying performance of the obligations under the Business Opportunity Sales Contract arising from Business Opportunity Sales or the obligations that occur through cancellation of such contract in whole or in part;

二 その業務提供誘引販売業に係る業務提供誘引販売取引につき利益を生ずることが確実であると誤解させるべき断定的判断を提供してその業務提供誘引販売業に係る業務提供誘引販売契約（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等によらないで行う個人との契約に限る。次号において同じ。）の締結について勧誘をすること。

(ii) soliciting a Business Opportunity Sales Contract through Business Opportunity Sales (limited to a contract with an individual who, without using a Place of Business, etc., engages in business activities that are provided or arranged in connection with the Business Opportunity Sales; hereinafter the same applies in the following item) by providing conclusive evaluations that would likely cause a person to mistakenly believe that the Business Opportunity Sales Transactions arising from those Business Opportunity Sales are sure to generate a profit;

三 その業務提供誘引販売業に係る業務提供誘引販売契約を締結しない旨の意思を表示している者に対し、当該業務提供誘引販売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すること。

(iii) soliciting a Business Opportunity Sales Contract through Business Opportunity Sales from a person who has indicated his/her intention not to conclude such a contract, in a way that that such person feels is a nuisance; and

四 前三号に掲げるもののほか、その業務提供誘引販売業に係る業務提供誘引販売契約に関する行為であつて、業務提供誘引販売取引の公正及び業務提供誘引販売取引の相手方の利益を害するおそれがあるものとして主務省令で定めるもの。

(iv) in addition to what is set forth in the preceding three items, conduct connected with a Business Opportunity Sales Contract for Business

Opportunity Sales that is specified by ordinance of the competent ministry as being likely to prejudice the fairness of Business Opportunity Sales Transactions and the interests of the counterparty thereto.

2 主務大臣は、業務提供誘引販売取引電子メール広告受託事業者が第五十四条の四第一項又は同条第二項において準用する第五十四条の三第二項から第四項までの規定に違反した場合において、業務提供誘引販売取引の公正及び業務提供誘引販売取引の相手方の利益が害されるおそれがあると認めるときは、その業務提供誘引販売取引電子メール広告受託事業者に対し、必要な措置をとるべきことを指示することができる。

(2) Where a Business Operator Entrusted with E-mail That Advertises Business Opportunity Sales Transactions has violated any of the provisions of Article 54-4, paragraph (1) or Article 54-3, paragraphs (2) through (4) as applied mutatis mutandis pursuant to Article 54-4, paragraph (2), if the competent minister finds that the conduct is likely to prejudice the fairness of Business Opportunity Sales Transactions or the interests of the counterparty thereto, he/she may instruct the Business Operator Entrusted with E-mail That Advertises Business Opportunity Sales Transactions to take any necessary measures.

(業務提供誘引販売取引の停止等)

(Suspension of Business Opportunity Sales Transactions, etc.)

第五十七条 主務大臣は、業務提供誘引販売業を行う者が第五十一条の二、第五十二条、第五十三条、第五十四条、第五十四条の三（第五項を除く。）若しくは第五十五条の規定に違反し若しくは前条第一項各号に掲げる行為をした場合において業務提供誘引販売取引の公正及び業務提供誘引販売取引の相手方の利益が著しく害されるおそれがあると認めるとき、又は業務提供誘引販売業を行う者が同項の規定による指示に従わないときは、その業務提供誘引販売業を行う者に対し、一年以内の期間を限り、当該業務提供誘引販売業に係る業務提供誘引販売取引の全部又は一部を停止すべきことを命ずることができる。

Article 57 (1) Where a person engaged in Business Opportunity Sales has violated any of the provisions of Article 51-2, 52, 53, 54, 54-3 (excluding paragraph (5)), or 55 or has engaged in any of the conduct listed in the respective items of paragraph (1) of the preceding Article, if the competent minister finds that the conduct is likely to significantly prejudice the fairness of the Business Opportunity Sales Transactions or the interests of the counterparty thereto, or if the person engaged in the Business Opportunity Sales has failed to follow the instructions under the provisions of the same paragraph, the competent minister may order the person engaged in Business Opportunity Sales to suspend the Business Opportunity Sales Transactions that arise from its Business Opportunity Sales in whole or in part, during a specified period of no longer than one year.

2 主務大臣は、業務提供誘引販売取引電子メール広告受託事業者が第五十四条の四第

一項若しくは同条第二項において準用する第五十四条の三第二項から第四項までの規定に違反した場合において業務提供誘引販売取引の公正及び業務提供誘引販売取引の相手方の利益が著しく害されるおそれがあると認めるとき、又は業務提供誘引販売取引電子メール広告受託事業者が前条第二項の規定による指示に従わないときは、その業務提供誘引販売取引電子メール広告受託事業者に対し、一年以内の期間を限り、業務提供誘引販売取引電子メール広告に関する業務の全部又は一部を停止すべきことを命ずることができる。

(2) Where a Business Operator Entrusted with E-mail That Advertises Business Opportunity Sales Transactions has violated any of the provisions of Article 54-4, paragraph (1) or Article 54-3, paragraphs (2) through (4) as applied mutatis mutandis pursuant to Article 54-4, paragraph (2), if the competent minister finds that the conduct is likely to significantly prejudice the fairness of Business Opportunity Sales Transactions or the interests of the counterparty thereto, or if the Business Operator Entrusted with the E-mail That Advertises the Business Opportunity Sales Transactions has failed to follow the instructions under the provisions of paragraph (2) of the preceding Article, the competent minister may order the Business Operator Entrusted with E-mail That Advertises Business Opportunity Sales Transactions to suspend those of his/her business activities that are connected with E-mail That Advertises Business Opportunity Sales Transactions in whole or in part, during a specified period of no longer than one year.

3 主務大臣は、第一項の規定による命令をしたときは、その旨を公表しなければならない。

(3) When the competent minister has issued an order pursuant to paragraph (1), he/she shall issue a public announcement to that effect.

4 主務大臣は、第二項の規定による命令をしたときは、その旨を公表しなければならない。

(4) When the competent minister has issued an order pursuant to paragraph (2), he/she shall issue a public announcement to that effect.

(業務提供誘引販売契約の解除)

(Cancellation of a Business Opportunity Sales Contract)

第五十八条 業務提供誘引販売業を行う者がその業務提供誘引販売業に係る業務提供誘引販売契約を締結した場合におけるその業務提供誘引販売契約の相手方（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等によらないで行う個人に限る。以下この条から第五十八条の三までにおいて「相手方」という。）は、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したとき（相手方が、業務提供誘引販売業を行う者が第五十二条第一項の規定に違反してこの項の規定による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当該告げられた内容が事実であるとの誤認をし、又は業務提供誘引販売業を行う者が同条第二項の規定に違反して威迫したことにより困惑し、これらによつて当

該期間を経過するまでにこの項の規定による業務提供誘引販売契約の解除を行わなかった場合には、相手方が、当該業務提供誘引販売業を行う者が主務省令で定めるところによりこの項の規定による当該業務提供誘引販売契約の解除を行うことができる旨を記載して交付した書面を受領した日から起算して二十日を経過したとき)を除き、書面によりその業務提供誘引販売契約の解除を行うことができる。この場合において、その業務提供誘引販売業を行う者は、その業務提供誘引販売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。

Article 58 (1) Where a person engaged in Business Opportunity Sales has concluded a Business Opportunity Sales Contract arising from the Business Opportunity Sales, the counterparty to the contract (limited to an individual who, without using a Place of Business, etc., engages in business activities that are provided or arranged in connection with the Business Opportunity Sales; hereinafter referred to as the "Counterparty" in this Article through Article 58-3) may cancel such Business Opportunity Sales Contract in writing, except when 20 days have passed since the date on which he/she received the document referred to in Article 55, paragraph (2) (if the Counterparty did not cancel the Business Opportunity Sales Contract pursuant to the provisions of this paragraph by said time limit because he/she was under the misapprehension that the information about cancelling a Business Opportunity Sales Contract under the provisions of this paragraph that the person engaged in Business Opportunity Sales had misrepresented to him/her, in violation of the provisions of Article 52, paragraph (1), was true, or because the Counterparty was overwhelmed due to intimidation by the person engaged in Business Opportunity Sales, in violation of the provisions of Article 52, paragraph (2), then except for when 20 days have passed since the date on which he/she received a document delivered thereto by the person engaged in Business Opportunity Sales, pursuant to ordinance of the competent ministry, that contains a notice to the effect that the Counterparty may cancel said Business Opportunity Sales Contract under the provisions of this paragraph). Where such is the case, the person engaged in Business Opportunity Sales may not claim damages or demand payment of any penalty in connection with the cancellation of the Business Opportunity Sales Contract.

2 前項の業務提供誘引販売契約の解除は、その業務提供誘引販売契約の解除を行う旨の書面を發した時に、その効力を生ずる。

(2) The cancellation of a Business Opportunity Sales Contract pursuant to the preceding paragraph takes effect at the time the Counterparty sets forth in writing that he/she is canceling said Business Opportunity Sales Contract.

3 第一項の業務提供誘引販売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、その業務提供誘引販売業を行う者の負担とする。

(3) When a Business Opportunity Sales Contract has been canceled pursuant to

the provision of paragraph (1), the person conducting Business Opportunity Sales bears the costs required for taking back any goods already delivered under the Business Opportunity Sales Contract.

4 前三項の規定に反する特約でその相手方に不利なものは、無効とする。

(4) Any special provisions of a contract that run counter to the provisions of the preceding three paragraphs and that are disadvantageous to the Counterparty are hereby invalidated.

(業務提供誘引販売契約の申込み又はその承諾の意思表示の取消し)

(Rescission of the Manifested Intention to Offer a Business Opportunity Sales Contract or to Accept Such Offer)

第五十八条の二 相手方は、業務提供誘引販売業を行う者がその業務提供誘引販売業に係る業務提供誘引販売契約の締結について勧誘をするに際し次の各号に掲げる行為をしたことにより、当該各号に定める誤認をし、それによつて当該業務提供誘引販売契約の申込み又はその承諾の意思表示をしたときは、これを取り消すことができる。

Article 58-2 (1) Where a Counterparty was under the misapprehension specified in each of the following items as a result of the person engaged in Business Opportunity Sales engaging in the conduct listed in the relevant item in soliciting the conclusion of a Business Opportunity Sales Contract through the Business Opportunity Sales, because of which the Counterparty manifested his/her intention to offer a Business Opportunity Sales Contract or to accept such offer, he/she may rescind his/her manifested intention to offer such contract or to accept such offer:

一 第五十二条第一項の規定に違反して不実のことを告げる行為 当該告げられた内容が事実であるとの誤認

(i) misrepresentation in violation of the provisions of Article 52, paragraph (1): the misapprehension that the information being represented was true; or

二 第五十二条第一項の規定に違反して故意に事実を告げない行為 当該事実が存在しないとの誤認

(ii) intentional failure to disclose a fact, in violation of the provisions of Article 52, paragraph (1): the misapprehension that the relevant fact did not exist.

2 第九条の三第二項から第四項までの規定は、前項の規定による業務提供誘引販売契約の申込み又はその承諾の意思表示の取消しについて準用する。

(2) The provisions of Article 9-3, paragraphs (2) through (4) apply mutatis mutandis to rescission, under the provisions of the preceding paragraph, of the manifested intention to offer a Business Opportunity Sales Contract or to accept such offer.

(業務提供誘引販売契約の解除等に伴う損害賠償等の額の制限)

(Limitation to the Amount of Damages, etc. for the Cancellation of or Default on a Business Opportunity Sales Contract)

第五十八条の三 業務提供誘引販売業を行う者は、その業務提供誘引販売業に係る業務提供誘引販売契約の締結をした場合において、その業務提供誘引販売契約が解除されたときは、損害賠償額の予定又は違約金の定めがあるときにおいても、次の各号に掲げる場合に応じ当該各号に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その相手方に対して請求することができない。

Article 58-3 (1) Where a person engaged in Business Opportunity Sales has concluded a Business Opportunity Sales Contract through those Business Opportunity Sales, if the Business Opportunity Sales Contract has been canceled, he/she may not demand that the Counterparty pay an amount of money that exceeds the total of the amount specified in each of the following items in accordance with the case listed therein and the amount of the relevant delinquency charges based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for penalties:

一 当該商品（施設を利用し及び役務の提供を受ける権利を除く。以下この項において同じ。）又は当該権利が返還された場合 当該商品の通常の使用料の額又は当該権利の行使により通常得られる利益に相当する額（当該商品又は当該権利の販売価格に相当する額から当該商品又は当該権利の返還された時における価額を控除した額が通常の使用料の額又は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）

(i) where the goods (excluding rights to use a facility or to be provided services; hereinafter the same applies in this paragraph) or the rights were returned: the amount of the ordinary usage fees for the goods or the amount equivalent to the profit that can normally be earned through the exercise of the rights (when the amount equivalent to the selling price of the goods or rights less their market value as of the time of their return exceeds the amount of ordinary usage fees or the amount equivalent to the profit that can normally be earned through the exercise of the rights, such amount applies);

二 当該商品又は当該権利が返還されない場合 当該商品又は当該権利の販売価格に相当する額

(ii) where the goods or the rights are not returned: the amount equivalent to the selling price of the goods or the rights;

三 当該業務提供誘引販売契約の解除が当該役務の提供の開始後である場合 提供された当該役務の対価に相当する額

(iii) where the Business Opportunity Sales Contract was canceled after the services started being provided: the amount equivalent to the consideration for the provided services; and

四 当該業務提供誘引販売契約の解除が当該商品の引渡し若しくは当該権利の移転又は当該役務の提供の開始前である場合 契約の締結及び履行のために通常要する費用の額

(iv) where the Business Opportunity Sales Contract was canceled prior to the delivery of the goods or the transfer of the rights or prior to when the

services started being provided: the amount of costs normally required for concluding and performing a contract.

2 業務提供誘引販売業を行う者は、その業務提供誘引販売業に係る業務提供誘引販売契約の締結をした場合において、その業務提供誘引販売契約に係る商品の代金又は役務の対価の全部又は一部の支払の義務が履行されない場合（業務提供誘引販売契約が解除された場合を除く。）には、損害賠償額の予定又は違約金の定めがあるときにおいても、当該商品の販売価格又は当該役務の対価に相当する額から既に支払われた当該商品の代金又は当該役務の対価の額を控除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相手方に対して請求することができない。

(2) Where a person engaged in Business Opportunity Sales has concluded a Business Opportunity Sales Contract through those Business Opportunity Sales, if the obligation to pay the charges for the goods or the consideration for the services under the Business Opportunity Sales Contract is not performed in whole or in part (excluding where the Business Opportunity Sales Contract has been canceled), he/she may not demand that the Counterparty pay an amount of money that exceeds the total of the amount equivalent to the selling price of the goods or rights or the consideration for the services less the already-paid amount of the charges for the goods or consideration for the services plus the amount of any delinquency charges based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for penalties.

3 前二項の規定は、業務提供誘引販売取引に係る商品又は役務を割賦販売により販売し又は提供するものについては、適用しない。

(3) The provisions of the preceding two paragraphs do not apply to Goods or services under Business Opportunity Sales Transactions that are sold or provided through installment sales.

第五章の二 差止請求権

Chapter V-2 Right to Demand an Injunction

（訪問販売に係る差止請求権）

(Right to Demand an Injunction in Connection with Door-to-Door Sales)

第五十八条の四 消費者契約法（平成十二年法律第六十一号）第二条第四項に規定する適格消費者団体（以下この章において単に「適格消費者団体」という。）は、販売業者又は役務提供事業者が、訪問販売に関し、不特定かつ多数の者に対して次に掲げる行為を現に行い又は行うおそれがあるときは、その販売業者又は役務提供事業者に対し、当該行為の停止若しくは予防又は当該行為に供した物の廃棄若しくは除去その他の当該行為の停止若しくは予防に必要な措置をとることを請求することができる。

Article 58-4 (1) When a seller or a Service Provider has engaged in or is likely to engage in any of the following conduct with many and unspecified persons with

regard to Door-to-Door Sales, a qualified consumer organization prescribed in Article 2, paragraph (4) of the Consumer Contract Act (Act No. 61 of 2000) (hereinafter simply referred to as a "Qualified Consumer Organization" in this Chapter) may demand that such seller or Service Provider discontinue or prevent said the relevant conduct, dispose of or remove any object used for said conduct, or take any other necessary measures for discontinuing or preventing said conduct:

一 売買契約若しくは役務提供契約の締結について勧誘をするに際し、又は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を妨げるため、次に掲げる事項につき、不実のことを告げる行為

(i) misrepresentation of the following information in soliciting the conclusion of a sales contract or a Service Contract, or in order to prevent the withdrawal of an offer for a sales contract or a Service Contract, or in order to prevent the cancellation of such a contract:

イ 商品の種類及びその性能若しくは品質又は権利若しくは役務の種類及びこれらの内容

(a) the type of goods and their performance or quality or the type of rights or services and the details thereof;

ロ 第六条第一項第二号から第五号までに掲げる事項

(b) the information set forth in Article 6, paragraph (1), items (ii) through (v); or

ハ 第六条第一項第六号又は第七号に掲げる事項

(c) the information set forth in Article 6, paragraph (1), item (vi) or (vii);

二 売買契約又は役務提供契約の締結について勧誘をするに際し、前号イ又はロに掲げる事項につき、故意に事実を告げない行為

(ii) intentional failure to disclose facts with respect to the information set forth in (a) or (b) of the preceding item in soliciting the conclusion of a sales contract or a Service Contract; or

三 売買契約若しくは役務提供契約を締結させ、又は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を妨げるため、威迫して困惑させる行為

(iii) use of intimidation to overwhelm a person in order to cause him/her conclude a sales contract or a Service Contract, to prevent him/her from withdrawing an offer for a sales contract or a Service Contract, or to prevent him/her from canceling such a contract.

2 適格消費者団体は、販売業者又は役務提供事業者が、売買契約又は役務提供契約を締結するに際し、不特定かつ多数の者との間で次に掲げる特約を含む売買契約又は役務提供契約の申込み又はその承諾の意思表示を現に行い又は行うおそれがあるときは、その販売業者又は役務提供事業者に対し、当該行為の停止若しくは予防又は当該行為に供した物の廃棄若しくは除去その他の当該行為の停止若しくは予防に必要な措置をとることを請求することができる。

(2) When, at the time of concluding sales contracts or Service Contracts, the

seller or Service Provider has manifested or is likely to manifest the intention to offer, or to accept offers for, sales contracts or Service Contracts that contain any of the following special provisions and are concluded with many and unspecified persons, a Qualified Consumer Organization may demand the seller or Service Provider to discontinue or prevent the relevant conduct, to dispose of or remove any object used for said conduct, or to take any other necessary measures for discontinuing or preventing said conduct:

一 第九条第八項（第九条の二第三項において読み替えて準用する場合を含む。）に規定する特約

(i) the special provisions prescribed in Article 9, paragraph (8) (including the cases where it is applied mutatis mutandis pursuant to Article 9-2, paragraph (3)); or

二 第十条の規定に反する特約

(ii) special provisions that run counter to the provisions of Article 10.

（通信販売に係る差止請求権）

(Right to Demand an Injunction in Connection with Mail Order Sales)

第五十八条の五 適格消費者団体は、販売業者又は役務提供事業者が、通信販売をする場合の商品若しくは指定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に際し、不特定かつ多数の者に対して当該商品の性能若しくは当該権利若しくは当該役務の内容又は当該商品若しくは当該権利の売買契約の申込みの撤回若しくは解除に関する事項（第十五条の二第一項ただし書に規定する特約がある場合には、その内容を含む。）について、著しく事実に相違する表示をし、又は実際のものよりも著しく優良であり、若しくは有利であると誤認させるような表示をする行為を現に行い又は行うおそれがあるときは、その販売業者又は役務提供事業者に対し、当該行為の停止若しくは予防又は当該行為に供した物の廃棄若しくは除去その他の当該行為の停止若しくは予防に必要な措置をとることを請求することができる。

Article 58-5 When, in advertising terms and conditions for selling goods or Designated Rights or for offering services through Mail Order Sales, a seller or a Service Provider makes an indication, to many and unspecified persons, of the performance of the goods or the contents of the rights or services or information concerning the withdrawal of an offer for a sales contract for the goods or the Designated Rights or cancellation of such sales contract (where the special provisions prescribed in the proviso to Article 15-2, paragraph (1) exist, such information shall include the contents of such special provisions) that differs vastly from the truth or misleads such persons into believing that it is vastly better or more advantageous than it is in reality, a Qualified Consumer Organization may demand that such seller or Service Provider discontinue or prevent the relevant conduct, dispose of or remove any object used for said conduct, or take any other necessary measures for discontinuing or preventing said conduct.

(電話勧誘販売に係る差止請求権)

(Right to Demand an Injunction in Connection with Telemarketing Sales)

第五十八条の六 適格消費者団体は、販売業者又は役務提供事業者が、電話勧誘販売に関し、不特定かつ多数の者に対して次に掲げる行為を現に行い又は行うおそれがあるときは、その販売業者又は役務提供事業者に対し、当該行為の停止若しくは予防又は当該行為に供した物の廃棄若しくは除去その他の当該行為の停止若しくは予防に必要な措置をとることを請求することができる。

Article 58-6 (1) When a seller or a Service Provider engages or is likely to engage in any of the following conduct with many and unspecified persons with regard to Telemarketing Sales, a Qualified Consumer Organization may demand that such seller or Service Provider discontinue or prevent the relevant conduct, dispose of or remove any object used for said conduct, or take any other necessary measures for discontinuing or preventing said conduct:

一 売買契約若しくは役務提供契約の締結について勧誘をするに際し、又は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を妨げるため、次に掲げる事項につき、不実のことを告げる行為

(i) misrepresentation of the following information in soliciting the conclusion of a sales contract or a Service Contract or in order to prevent the withdrawal of an offer for a sales contract or Service Contract or the cancellation of such a contract:

イ 商品の種類及びその性能若しくは品質又は権利若しくは役務の種類及びこれらの内容

(a) the type of goods and their performance or quality or the type of rights or services and the details thereof;

ロ 第二十一条第一項第二号から第五号までに掲げる事項

(b) the information listed in Article 21, paragraph (1), items (ii) through (v);
or

ハ 第二十一条第一項第六号又は第七号に掲げる事項

(c) the information listed in Article 21, paragraph (1), item (vi) or (vii);

二 売買契約又は役務提供契約の締結について勧誘をするに際し、前号イ又はロに掲げる事項につき、故意に事実を告げない行為

(ii) intentional failure to disclose facts with respect to the information listed in (a) or (b) of the preceding item in soliciting the conclusion of a sales contract or a Service Contract; or

三 売買契約若しくは役務提供契約を締結させ、又は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を妨げるため、威迫して困惑させる行為

(iii) use of intimidation to overwhelm a person in order to cause him/her conclude a sales contract or a Service Contract or to prevent him/her from withdrawing an offer for a sales contract or a Service Contract or canceling such a contract.

2 適格消費者団体は、販売業者又は役務提供事業者が、売買契約又は役務提供契約を締結するに際し、不特定かつ多数の者との間で次に掲げる特約を含む売買契約又は役務提供契約の申込み又はその承諾の意思表示を現に行い又は行うおそれがあるときは、その販売業者又は役務提供事業者に対し、当該行為の停止若しくは予防又は当該行為に供した物の廃棄若しくは除去その他の当該行為の停止若しくは予防に必要な措置をとることを請求することができる。

(2) When, at the time of concluding sales contracts or Service Contracts, the seller or Service Provider has manifested or is likely to manifest the intention to offer, or to accept offers for, sales contracts or Service Contracts that contain any of the following special provisions and are concluded with many and unspecified persons, a Qualified Consumer Organization may demand the seller or Service Provider to discontinue or prevent the relevant conduct, to dispose of or remove any object used for said conduct, or to take any other necessary measures for discontinuing or preventing said conduct:

一 第二十四条第八項に規定する特約

(i) the special provisions prescribed in Article 24, paragraph (8); or

二 第二十五条の規定に反する特約

(ii) special provisions that run counter to the provisions of Article 25.

(連鎖販売取引に係る差止請求権)

(Right to Demand an Injunction in Connection with Multilevel Marketing Transactions)

第五十八条の七 適格消費者団体は、統括者、勧誘者又は一般連鎖販売業者が、不特定かつ多数の者に対して次に掲げる行為を現に行い又は行うおそれがあるときは、それぞれその統括者、勧誘者又は一般連鎖販売業者に対し、当該行為の停止若しくは予防又は当該行為に供した物の廃棄若しくは除去その他の当該行為の停止若しくは予防に必要な措置をとることを請求することができる。

Article 58-7 (1) When a Coordinator, a solicitor, or a general multilevel marketing distributor engages in or is likely to engage in any of the following conduct with many and unspecified persons, a Qualified Consumer Organization may demand such Coordinator, solicitor, or general multilevel marketing distributor to discontinue or prevent said conduct, dispose of or remove any object used for said conduct, or take any other necessary measures for discontinuing or preventing said conduct:

一 統括者又は勧誘者が、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（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等によらないで行う個人との契約に限る。以下この項及び第三項において同じ。）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、次に掲げる事項につき、故意に事実を告げず、又は不実のことを告げる行為

(i) the Coordinator's intentional failure to disclose facts with regard to the

following information or its misrepresentation thereof in soliciting a contract for Multilevel Marketing Transactions involved in the Multilevel Marketing program coordinated by the Coordinator (limited to a contract with an individual who, without using a Store, etc., sells or arranges the sale of goods that are sold through the Multilevel Marketing or provides or arranges the provision of services that are provided through the Multilevel Marketing; the same applies in this paragraph and paragraph (3)) or for preventing cancellation of a contract for Multilevel Marketing Transactions arising from Multilevel Marketing:

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。第四号において同じ。）の種類及びその性能若しくは品質又は施設を利用し若しくは役務の提供を受ける権利若しくは役務の種類及びこれらの内容

(a) the type of Goods (excluding rights to use a facility and to be provided services; the same applies in item (iv)) and their performance or quality or the type of services, rights to use a facility, or rights to be to be provided services, and the details thereof; or

ロ 第三十四条第一項第二号から第五号までに掲げる事項

(b) the information listed in Article 34, paragraph (1), items (ii) through (v);

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、前号イ又はロに掲げる事項につき、不実のことを告げる行為

(ii) a general multilevel marketing distributor's misrepresentation of the information listed in (a) or (b) of the preceding item in soliciting the conclusion of a contract for Multilevel Marketing Transactions involved in the Multilevel Marketing program coordinated by the Coordinator or for preventing the cancellation of a contract for Multilevel Marketing Transactions arising from Multilevel Marketing;

三 統括者、勧誘者又は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、威迫して困惑させる行為

(iii) the Coordinator's, a solicitor's, or a general multilevel marketing distributor's use of intimidation to overwhelm a person in order to cause him/her conclude a contract for the Multilevel Marketing Transactions involved in the Multilevel Marketing program coordinated by the Coordinator or to prevent him/her from canceling a contract for Multilevel Marketing Transactions arising from Multilevel Marketing;

四 統括者、勧誘者又は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広告をするに際し、その連鎖販売業に係る商品の性能若しくは品質若しくは施設を利用し若しくは役務の提供を受ける権利若しくは役務の内容、当該連鎖販売取引に伴う特定負担又は当該連鎖販売業に係る特定利益に

ついて、著しく事実に相違する表示をし、又は実際のものよりも著しく優良であり、若しくは有利であると誤認させるような表示をする行為

(iv) conduct by a Coordinator, a solicitor, or a general multilevel marketing distributor making an indication, in advertising the Multilevel Marketing Transactions involved in the Multilevel Marketing program coordinated by the Coordinator, of the performance or quality of the Goods or the details of the rights to use a facility or to be provided services or those of the services connected with the Multilevel Marketing, the specified burden involved in the Multilevel Marketing Transactions or the specified profit involved in the Multilevel Marketing that differs vastly from the truth or misleads people into believing that it is vastly better or more advantageous than it is in reality; or

五 統括者、勧誘者又は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き利益を生ずることが確実であると誤解させるべき断定的判断を提供してそ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行為

(v) conduct by a Coordinator, a solicitor, or a general multilevel marketing distributor whereby he/she solicits the conclusion of a contract for Multilevel Marketing Transactions involved in the Multilevel Marketing program coordinated by the Coordinator, by providing conclusive evaluations that would likely cause a person to mistakenly believe that the Multilevel Marketing Transactions arising from that Multilevel Marketing are sure to generate a profit.

2 適格消費者団体は、勧誘者が、不特定かつ多数の者に対して前項第一号又は第三号から第五号までに掲げる行為を現に行い又は行うおそれがあるときは、その統括者に対し、当該行為の停止若しくは予防又は当該行為に供した物の廃棄若しくは除去その他の当該行為の停止若しくは予防に必要な措置をとることを請求することができる。

(2) When a solicitor engages in or is likely to engage in any of the conduct listed in item (i) or (iii) through (v) of the preceding paragraph with many and unspecified persons, a Qualified Consumer Organization may demand such solicitor to discontinue or prevent said conduct, dispose of or remove any object used for said conduct, or take any other necessary measures for discontinuing or preventing said conduct.

3 適格消費者団体は、統括者、勧誘者又は一般連鎖販売業者が、そ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するに際し、不特定かつ多数の者との間で次に掲げる特約を含む連鎖販売業に係る連鎖販売取引についての契約の申込み又はその承諾の意思表示を現に行い又は行うおそれがあるときは、それぞれその統括者、勧誘者又は一般連鎖販売業者に対し、当該行為の停止若しくは予防又は当該行為に供した物の廃棄若しくは除去その他の当該行為の停止若しくは予防に必要な措置をとることを請求することができる。

(3) When, at the time of concluding contracts for Multilevel Marketing

Transactions arising from Multilevel Marketing, the Coordinator, solicitor, or general multilevel marketing distributor has manifested or is likely to manifest the intention to offer, or to accept offers for, contracts on Multilevel Marketing Transactions that arise from Multilevel Marketing, that contain any of the following special provisions and are concluded with many and unspecified persons, a Qualified Consumer Organization may demand the Coordinator, solicitor, or general multilevel marketing distributor to discontinue or prevent the relevant conduct, to dispose of or remove any object used for said conduct, or to take any other necessary measures for discontinuing or preventing said conduct:

一 第四十条第四項に規定する特約

(i) the special provisions prescribed in Article 40, paragraph (4); or

二 第四十条の二第六項に規定する特約

(ii) the special provisions prescribed in Article 40-2, paragraph (6).

(特定継続的役務提供に係る差止請求権)

(Right to demand an injunction pertaining to Provision of Specified Continuous Services)

第五十八条の八 適格消費者団体は、役務提供事業者又は販売業者が、不特定かつ多数の者に対して次に掲げる行為を現に行い又は行うおそれがあるときは、その役務提供事業者又は販売業者に対し、当該行為の停止若しくは予防又は当該行為に供した物の廃棄若しくは除去その他の当該行為の停止若しくは予防に必要な措置をとることを請求することができる。

Article 58-8 (1) When a Service Provider or a seller engages in or is likely to engage in any of the following conduct with many and unspecified persons, a Qualified Consumer Organization may demand such Service Provider or seller to discontinue or prevent the relevant conduct, dispose of or remove any object used for said conduct, or take any other necessary measures for discontinuing or preventing said conduct:

一 特定継続的役務提供をする場合の特定継続的役務の提供条件又は特定継続的役務の提供を受ける権利の販売条件について広告をするに際し、当該特定継続的役務の内容又は効果について、著しく事実に相違する表示をし、又は実際のものよりも著しく優良であり、若しくは有利であると誤認させるような表示をする行為

(i) indication, in advertising terms and conditions for providing Specified Continuous Services or selling rights to be provided Specified Continuous Services in conducting Provision of Specified Continuous Services, of the contents or effects of said Specified Continuous Service that differs vastly from the truth or misleads people into believing that it is vastly better or more advantageous than it is in reality;

二 特定継続的役務提供等契約の締結について勧誘をするに際し、又は特定継続的役務提供等契約の解除を妨げるため、次に掲げる事項につき、不実のことを告げる行

為

(ii) misrepresentation of the following information in soliciting the conclusion of a Specified Continuous Service Contract, etc. or for preventing cancellation of a Specified Continuous Service Contract, etc. :

イ 役務又は役務の提供を受ける権利の種類及びこれらの内容又は効果（権利の場合にあつては、当該権利に係る役務の効果）

(a) the type of services or rights to be provided services and the details or results thereof (in the case of rights, the results of the services connected to said rights);

ロ 役務の提供又は権利の行使による役務の提供に際し当該役務の提供を受ける者又は当該権利の購入者が購入する必要がある商品がある場合には、その商品の種類及びその性能又は品質

(b) if there are goods that need to be purchased by a service recipient or a purchaser of said rights upon provision of the services or provision of the services through exercise of the rights, the type and performance or quality of the goods;

ハ 第四十四条第一項第三号から第六号までに掲げる事項

(c) the information listed in Article 44, paragraph (1), items (iii) through (vi);
or

ニ 第四十四条第一項第七号又は第八号に掲げる事項

(d) the information listed in Article 44, paragraph (1), item (vii) or (viii);

三 特定継続的役務提供等契約の締結について勧誘をするに際し、前号イからハまでに掲げる事項につき、故意に事実を告げない行為

(iii) intentional failure to disclose facts with respect to the information listed in (a) to (c) of the preceding item in soliciting the conclusion of a Specified Continuous Service Contract, etc. ; or

四 特定継続的役務提供等契約を締結させ、又は特定継続的役務提供等契約の解除を妨げるため、威迫して困惑させる行為

(iv) use of intimidation to overwhelm a person in order to cause him/her to conclude a Specified Continuous Service Contract, etc. or to prevent him/her from canceling a Specified Continuous Service Contract, etc.

2 適格消費者団体は、役務提供事業者、販売業者又は関連商品の販売を行う者が、特定継続的役務提供等契約又は関連商品販売契約を締結するに際し、不特定かつ多数の者との間で次に掲げる特約を含む特定継続的役務提供等契約の申込み又はその承諾の意思表示を現に行い又は行うおそれがあるときは、それぞれその役務提供事業者、販売業者又は関連商品の販売を行う者に対し、当該行為の停止若しくは予防又は当該行為に供した物の廃棄若しくは除去その他の当該行為の停止若しくは予防に必要な措置をとることを請求することができる。

(2) When, at the time of concluding Specified Continuous Service Contracts, etc. or Sales Contracts for Related Goods, the Service Provider, seller, or person selling the Related Goods has manifested or is likely to manifest the intention

to offer, or to accept offers for, Specified Continuous Service Contracts, etc. , that contain any of the following special provisions and are concluded with many and unspecified persons, a Qualified Consumer Organization may demand the Service Provider, seller, or person selling the Related Goods to discontinue or prevent the relevant conduct, to dispose of or remove any object used for said conduct, or to take any other necessary measures for discontinuing or preventing said conduct:

一 第四十八条第八項に規定する特約

(i) the special provisions prescribed in Article 48, paragraph (8); or

二 第四十九条第七項（第四十九条の二第三項において準用する場合を含む。）に規定する特約

(ii) the special provisions prescribed in Article 49, paragraph (7) (including the cases where it is applied mutatis mutandis pursuant to Article 49-2, paragraph (3)).

（業務提供誘引販売取引に係る差止請求権）

(Right to Demand an Injunction in Connection with Business Opportunity Sales Transactions)

第五十八条の九 適格消費者団体は、業務提供誘引販売業を行う者が、不特定かつ多数の者に対して次に掲げる行為を現に行い又は行うおそれがあるときは、その業務提供誘引販売業を行う者に対し、当該行為の停止若しくは予防又は当該行為に供した物の廃棄若しくは除去その他の当該行為の停止若しくは予防に必要な措置をとることを請求することができる。

Article 58-9 (1) When a person conducting Business Opportunity Sales engages in or is likely to engage in any of the following conduct with many and unspecified persons, a Qualified Consumer Organization may demand that the person conducting Business Opportunity Sales discontinue or prevent the relevant conduct, dispose of or remove any object used for said conduct, or take any other necessary measures for discontinuing or preventing said conduct:

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等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。）の締結について勧誘をするに際し、又はその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を妨げるため、次に掲げる事項につき、故意に事実を告げず、又は不実のことを告げる行為

(i) intentional failure to disclose facts with regard to the following information or the misrepresentation thereof in soliciting conclusion of a contract on Business Opportunity Sales Transactions pertaining to Business Opportunity Sales (limited to a contract with an individual who, without using a Place of Business, etc., engages in business activities that are provided or arranged in connection with the Business Opportunity Sales; hereinafter the same

applies in this Article) or to prevent cancellation of such contract on Business Opportunity Sales Transactions pertaining to Business Opportunity Sales:

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。）の種類及びその性能若しくは品質又は施設を利用し若しくは役務の提供を受ける権利若しくは役務の種類及びこれらの内容

(a) the type of Goods (excluding rights to use a facility or to be provided services) and their performance or quality or the type rights to use a facility or to be provided services or the type of services, and the details thereof; or

ロ 第五十二条第一項第二号から第五号までに掲げる事項

(b) the information listed in Article 52, paragraph (1), items (ii) through (v);

二 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、又はその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を妨げるため、威迫して困惑させる行為

(ii) use of intimidation to overwhelm a person in order to make him/her conclude a contract on Business Opportunity Sales Transactions pertaining to Business Opportunity Sales or to prevent him/her from canceling such a contract on Business Opportunity Sales Transactions pertaining to Business Opportunity Sales;

三 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広告をするに際し、当該業務提供誘引販売取引に伴う特定負担又は当該業務提供誘引販売業に係る業務提供利益について、著しく事実に相違する表示をし、又は実際のものよりも著しく優良であり、若しくは有利であると誤認させるような表示をする行為

(iii) indication, in advertising Business Opportunity Sales Transactions pertaining to Business Opportunity Sales, of the specified burden involved in said Business Opportunity Sales Transactions or the Business Opportunity Profit pertaining to the Business Opportunity Sales that differs vastly from the truth or misleads people into believing that it is vastly better or more advantageous than it is in reality; or

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き利益を生ずることが確実であると誤解させるべき断定的判断を提供してその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について勧誘をする行為

(iv) conduct whereby the relevant person solicits the conclusion of a contract for Business Opportunity Sales Transactions arising from Business Opportunity Sales, by providing conclusive evaluations that would likely cause a person to mistakenly believe that the Business Opportunity Sales Transactions arising from those Business Opportunity Sales are sure to generate a profit.

2 適格消費者団体は、業務提供誘引販売業を行う者が、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、不特定かつ多数の者との間で次に掲げる特約を含む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

約の申込み又はその承諾の意思表示を現に行い又は行うおそれがあるときは、その業務提供誘引販売業を行う者に対し、当該行為の停止若しくは予防又は当該行為に供した物の廃棄若しくは除去その他の当該行為の停止若しくは予防に必要な措置をとることを請求することができる。

(2) When, at the time of concluding contracts for Business Opportunity Sales Transactions arising from Business Opportunity Sales, the person engaged in the Business Opportunity Sales has manifested or is likely to manifest the intention to offer, to accept offers for, contracts on Business Opportunity Sales Transactions arising from Business Opportunity Sales, that contain any of the following special provisions and are concluded with many and unspecified persons, a Qualified Consumer Organization may demand the person engaged in Business Opportunity Sales to discontinue or prevent the relevant conduct, dispose of or remove any object used for said conduct, or to take any other necessary measures for discontinuing or preventing said conduct:

一 第五十八条第四項に規定する特約

(i) the special provisions prescribed in Article 58, paragraph (4); or

二 第五十八条の三第一項又は第二項の規定に反する特約

(ii) special provisions that run counter to the provisions of Article 58-3, paragraph (1) or (2).

(適用除外)

(Exclusion from Application)

第五十八条の十 次の各号に掲げる規定は、当該各号に定める規定の適用について準用する。

Article 58-10 The provisions listed in the following items apply mutatis mutandis with regard to the application of the provisions set forth in the relevant item:

一 第二十六条第一項 第五十八条の四から第五十八条の六まで

(i) Article 26, paragraph (1): Articles 58-4 through 58-6;

二 第二十六条第五項 第五十八条の四

(ii) Article 26, paragraph (5): Article 58-4;

三 第二十六条第六項 第五十八条の六

(iii) Article 26, paragraph (6): Article 58-6;

四 第二十六条第七項 第五十八条の四第二項（第二号に係る部分に限る。）及び第五十八条の六第二項（第二号に係る部分に限る。）

(iv) Article 26, paragraph (7): Article 58-4, paragraph (2) (limited to the portion involving item (ii)) and Article 58-6, paragraph (2) (limited to the portion involving item (ii));

五 第四十条の二第七項 第五十八条の七第三項（第二号に掲げる特約のうち第四十条の二第三項及び第四項の規定に反するものに係る部分に限る。）

(v) Article 40-2, paragraph (7): Article 58-7, paragraph (3) (limited to the

portion involving the special provisions set forth in item (ii) that run counter to the provisions of Article 40-2, paragraphs (3) and (4));

六 第五十条第一項 第五十八条の八

(vi) Article 50, paragraph (1): Article 58-8;

七 第五十条第二項 第五十八条の八第二項（第二号に掲げる特約のうち第四十九条第二項、第四項及び第六項（第四十九条の二第三項において準用する場合を含む。）の規定に反するものに係る部分に限る。）

(vii) Article 50, paragraph (2): Article 58-8, paragraph (2) (limited to the portion involving the special provisions set forth in item (ii) that run counter to the provisions of Article 49, paragraphs (2), (4) and (6) (including where applied mutatis mutandis pursuant to Article 49-2, paragraph (3))); and

八 第五十八条の三第三項 前条第二項（第二号に係る部分に限る。）

(viii) Article 58-3, paragraph (3): paragraph (2) of the preceding Article (limited to the portion involving item (ii)).

第六章 雑則

Chapter VI Miscellaneous Provisions

(売買契約に基づかないで送付された商品)

(Goods Sent in Absence of Sales Contract Therefor)

第五十九条 販売業者は、売買契約の申込みを受けた場合におけるその申込みをした者及び売買契約を締結した場合におけるその購入者（以下この項において「申込者等」という。）以外の者に対して売買契約の申込みをし、かつ、その申込みに係る商品を送付した場合又は申込者等に対してその売買契約に係る商品以外の商品につき売買契約の申込みをし、かつ、その申込みに係る商品を送付した場合において、その商品の送付があつた日から起算して十四日を経過する日（その日が、その商品の送付を受けた者が販売業者に対してその商品の引取りの請求をした場合におけるその請求の日から起算して七日を経過する日後であるときは、その七日を経過する日）までに、その商品の送付を受けた者がその申込みにつき承諾をせず、かつ、販売業者がその商品の引取りをしないときは、その送付した商品の返還を請求することができない。

Article 59 (1) Where a seller has offered a sales contract and has sent the goods under that offer to a party other than a person who has offered said seller a sales contract or the purchaser under a sales contract that the seller has concluded (hereinafter referred to as a "Purchasing Party" in this paragraph), or where the seller has offered a Purchasing Party a sales contract for goods other than the goods under the sales contract with said Purchasing Party and has sent the goods under that offer, if the person who was sent the goods has not accepted the offer and the seller has not retrieved the goods by the day on which 14 days have passed since the day the goods were sent (or by the day on which seven days have passed since the day on which the person who was sent the goods requested the seller to retrieve them, when the day on which 14 days

have passed since the day the goods were sent falls after the day on which seven days have passed since such request) the seller may not claim the return of the goods that were sent. .

2 前項の規定は、その商品の送付を受けた者のために商行為となる売買契約の申込みについては、適用しない。

(2) The provisions of the preceding paragraph do not apply to an offer for a sales contract that represents a commercial transaction for the person who was sent the goods.

(主務大臣に対する申出)

(Notification of the Competent Minister)

第六十条 何人も、特定商取引の公正及び購入者等の利益が害されるおそれがあると認めるときは、主務大臣に対し、その旨を申し出て、適当な措置をとるべきことを求めることができる。

Article 60 (1) When any person finds it likely that the fairness of a Specified Commercial Transaction or the interests of the purchaser, etc. , will be prejudiced, he/she may notify the competent minister to that effect and ask that appropriate measures be taken.

2 主務大臣は、前項の規定による申出があつたときは、必要な調査を行い、その申出の内容が事実であると認めるときは、この法律に基づく措置その他適当な措置をとらなければならない。

(2) When the competent minister has been notified pursuant to the provisions of the preceding paragraph, he/she shall conduct the necessary investigations and take measures under this Act or any other appropriate measures if he/she finds the content of the notification to be true.

(指定法人)

(Designated Corporations)

第六十一条 主務大臣は、主務省令で定めるところにより、一般社団法人又は一般財団法人であつて、次項に規定する業務（以下この項及び第六十六条第五項において「特定商取引適正化業務」という。）を適正かつ確実に行うことができると認められるものを、その申請により、特定商取引適正化業務を行う者（以下「指定法人」という。）として指定することができる。

Article 61 (1) The competent minister may, pursuant to the provisions of ordinance of the competent ministry, designate a corporation that is a general incorporated association or a general incorporated foundation and that is found to be capable of carrying out the business activities prescribed in the following paragraph (hereinafter referred to as "Business Activities for Ensuring Appropriate Specified Commercial Transactions" in this paragraph and Article 66, paragraph (5)) appropriately without fail as an entity carrying out Business Activities for Ensuring Appropriate Specified Commercial Transactions

(hereinafter referred to as a "Designated Corporation") at the application of such a corporation.

2 指定法人は、次に掲げる業務を行うものとする。

(2) A Designated Corporation shall carry out the following business activities:

一 前条第一項の規定による主務大臣に対する申出をしようとする者に対し指導又は助言を行うこと。

(i) providing guidance or advice to a person who intends to notify the competent minister under the provisions of paragraph (1) of the preceding Article;

二 主務大臣から求められた場合において、前条第二項の申出に係る事実関係につき調査を行うこと。

(ii) conducting investigations with regard to the factuality of the notification under paragraph (2) of the preceding Article when so requested by the competent minister;

三 特定商取引に関する情報又は資料を収集し、及び提供すること。

(iii) collecting and providing information or materials about Specified Commercial Transactions; and

四 特定商取引に関する苦情処理又は相談に係る業務を担当する者を養成すること。

(iv) training persons who will take charge of business activities related to handling complaints or providing advice on Specified Commercial Transactions.

(改善命令)

(Order for Improvement)

第六十二条 主務大臣は、指定法人の前条第二項に規定する業務の運営に関し改善が必要であると認めるときは、その指定法人に対し、その改善に必要な措置を講ずべきことを命ずることができる。

Article 62 Where the competent minister finds it necessary to improve a Designated Corporation's management of the business activities prescribed in paragraph (2) of the preceding Article, he/she may order the Designated Corporation to take any necessary measures for improvement.

(指定の取消し)

(Rescission of Designation)

第六十三条 主務大臣は、指定法人が前条の規定による命令に違反したときは、その指定を取り消すことができる。

Article 63 The competent minister may rescind the designation of a Designated Corporation if the Designated Corporation has violated the order under the provisions of the preceding Article.

(消費者委員会及び消費経済審議会への諮問)

(Consultation with Consumer Commission or Consumer Affairs Council)

第六十四条 主務大臣は、第二条第四項、第二十六条第一項第八号ニ、第二項、第三項各号、第四項第一号若しくは第二号、第五項第二号若しくは第六項第二号、第四十一条第一項第一号（期間に係るものに限る。）若しくは第二項又は第四十八条第二項の政令の制定又は改廃の立案をしようとするときは、政令で定めるところにより、消費者委員会及び消費経済審議会に諮問しなければならない。

Article 64 (1) When planning the enactment, revision, or abolishment of a Cabinet Order under Article 2, paragraph (4), Article 26, paragraph (1), item (viii)(d), Article 26, paragraph (2), the items of Article 26, paragraph (3), Article 26, paragraph (4), item (i) or (ii), Article 26, paragraph (5), item (ii) or Article 26, paragraph (6), item (ii), Article 41, paragraph (1), item (i) (limited to the provisions involving the period) or Article 41, paragraph (2), or Article 48, paragraph (2), the competent minister shall consult with the Consumer Commission or the Consumer Affairs Council pursuant to the provisions of a Cabinet Order.

2 主務大臣は、第二条第一項第二号若しくは第三項、第六条第四項、第二十六条第四項第三号若しくは第六項第一号、第三十四条第四項、第四十条の二第二項第四号、第四十一条第一項第一号（金額に係るものに限る。）、第四十九条第二項第一号ロ若しくは第二号、第五十二条第三項又は第六十六条第二項（密接関係者の定めに係るものに限る。）の政令の制定又は改廃の立案をしようとするときは、政令で定めるところにより、消費者委員会及び消費経済審議会に諮問しなければならない。

(2) When planning the enactment, revision, or abolishment of a Cabinet Order under Article 2, paragraph (1), item (ii) or paragraph (3), Article 6, paragraph (4), Article 26, paragraph (4), item (iii) or paragraph (6), item (i), Article 34, paragraph (4), Article 40-2, paragraph (2), item (iv), Article 41, paragraph (1), item (i) (limited to the portion involving the amount of money), Article 49, paragraph (2), item (i)(b) or item (ii), Article 52, paragraph (3), or Article 66, paragraph (2) (limited to the portion involving a Closely Related Person), the competent minister shall consult with the Consumer Commission or the Consumer Affairs Council pursuant to the provisions of a Cabinet Order.

(経過措置)

(Transitional Measures)

第六十五条 この法律の規定に基づき命令を制定し、又は改廃する場合においては、その命令で、その制定又は改廃に伴い合理的に必要と判断される範囲内において、所要の経過措置（罰則に関する経過措置を含む。）を定めることができる。

Article 65 When an order is enacted, revised, or abolished based on the provisions of this Act, the necessary transitional measures (including transitional measures concerning penal provisions) may be prescribed by such order to the extent that is judged reasonably necessary for the enactment, revision, or abolishment.

(報告及び立入検査)

(Reports and On-site Inspections)

第六十六条 主務大臣は、この法律を施行するため必要があると認めるときは、政令で定めるところにより販売業者、役務提供事業者、統括者、勧誘者、一般連鎖販売業者若しくは業務提供誘引販売業を行う者（以下この条において「販売業者等」という。）に対し報告若しくは帳簿、書類その他の物件の提出を命じ、又はその職員に販売業者等の店舗その他の事業所に立ち入り、帳簿、書類その他の物件を検査させることができる。

Article 66 (1) When the competent minister finds it to be necessary in order to enforce this Act, he/she may order a seller, Service Provider, Coordinator, solicitor, general multilevel marketing distributor, or person engaged in Business Opportunity Sales (hereinafter referred to as the "Seller, etc." in this Article) to submit reports, its books, documents, or any other articles, and may cause government officials to enter the store or any other place of business of the Seller, etc. and inspect its books, documents, or any other articles.

2 主務大臣は、この法律を施行するため特に必要があると認めるときは、政令で定めるところにより関連商品の販売を行う者その他の販売業者等と密接な関係を有する者として政令で定める者（以下この項において「密接関係者」という。）に対し報告若しくは資料の提出を命じ、又はその職員に密接関係者の店舗その他の事業所に立ち入り、帳簿、書類その他の物件を検査させることができる。

(2) When the competent minister finds it to be particularly necessary in order to enforce this Act, he/she may, pursuant to the provisions of Cabinet Order, order a person selling Related Goods or any other person specified by Cabinet Order as being closely related to a Seller, etc. (hereinafter referred to as a "Closely Related Person" in this paragraph) to submit reports or materials, or may cause government officials to enter the store or any other place of business of the Closely Related Person and inspect its books, documents, or any other articles.

3 主務大臣は、この法律を施行するため特に必要があると認めるときは、販売業者等と取引する者（次項の規定が適用される者を除く。）に対し、当該販売業者等の業務又は財産に関し参考となるべき報告又は資料の提出を命ずることができる。

(3) When the competent minister finds it to be particularly necessary in order to enforce this Act, he/she may order a person who has transactions with a Seller, etc. (excluding a person to whom the provisions of the following paragraph apply) to submit reports or materials to which reference should be made with regard to the business or property of the Seller, etc.

4 主務大臣は、この法律を施行するため特に必要があると認めるときは、電気通信事業法（昭和五十九年法律第八十六号）第二条第五号に規定する電気通信事業者その他の者であつて、電磁的方法の利用者を識別するための文字、番号、記号その他の符号又は同条第二号に規定する電気通信設備を識別するための文字、番号、記号その他の

符号（電子メール広告の相手方の使用に係る電子計算機の映像面に表示されたもの又は電子メール広告をするために用いられたもののうち当該電子メール広告をした者に関するものに限る。）を使用する権利を付与したのから、当該権利を付与された者の氏名又は名称、住所その他の当該権利を付与された者を特定するために必要な情報について、報告を求めることができる。

(4) When the competent minister finds it to be particularly necessary in order to enforce this Act, he/she may request a telecommunications carrier prescribed in Article 2, item (v) of the Telecommunications Business Act (Act No. 86 of 1984) or any other party that has granted a person a right to use characters, numbers, symbols, and any other marks by which a user of electromagnetic means is identified or that has granted a person a right to use characters, numbers, symbols, and any other marks by which a telecommunications facility prescribed in item (ii) of the same Article is identified (limited to marks related to the sender of e-mail advertising, that were displayed on the screen of the computer used by the target of said e-mail advertising or that were used for sending said e-mail advertising) to report the name or address of the person to whom said right was granted or any other information necessary for identifying the person to whom said right was granted.

5 主務大臣は、特定商取引適正化業務の適正な運営を確保するために必要な限度において、指定法人に対し、特定商取引適正化業務若しくは資産の状況に関し必要な報告をさせ、又はその職員に、指定法人の事務所に立ち入り、特定商取引適正化業務の状況若しくは帳簿、書類その他の物件を検査させることができる。

(5) The competent minister may, to the extent that is necessary for ensuring the appropriate management of Business Activities for Ensuring Appropriate Specified Commercial Transactions, require a Designated Corporation to make any necessary reports on the state of its Business Activities for Ensuring Appropriate Specified Commercial Transactions or its property, or cause government officials to enter the place of business of the Designated Corporation and inspect the state of its Business Activities for Ensuring Appropriate Specified Commercial Transactions or inspect its books, documents, or any other articles.

6 第一項から第三項までの規定は、通信販売電子メール広告受託事業者、連鎖販売取引電子メール広告受託事業者及び業務提供誘引販売取引電子メール広告受託事業者について準用する。この場合において、第二項及び第三項中「販売業者等」とあるのは、「通信販売電子メール広告受託事業者、連鎖販売取引電子メール広告受託事業者又は業務提供誘引販売取引電子メール広告受託事業者」と読み替えるものとする。

(6) The provisions of paragraphs (1) through (3) apply mutatis mutandis to a Business Operator Entrusted with E-mail That Advertises Mail Order Sales, a Business Operator Entrusted with E-mail That Advertises Multilevel Marketing Transactions, and a Business Operator Entrusted with E-mail That Advertises Business Opportunity Sales Transactions. Where such is the case,

the term "Seller, etc." in paragraphs (2) and (3) is deemed to be replaced with "Business Operator Entrusted with E-mail That Advertises Mail Order Sales, Business Operator Entrusted with E-mail That Advertises Multilevel Marketing Transactions, or Business Operator Entrusted with E-mail That Advertises Business Opportunity Sales Transactions."

7 第一項若しくは第二項（これらの規定を前項において準用する場合を含む。）又は第五項の規定により立入検査をする職員は、その身分を示す証明書を携帯し、関係人に提示しなければならない。

(7) A government official who enters and inspects pursuant to the provisions of paragraph (1) or (2) (including the cases where these provisions are applied mutatis mutandis pursuant to the preceding paragraph) or paragraph (5) shall carry a certificate of identification and present it to the relevant persons.

8 第一項若しくは第二項（これらの規定を第六項において準用する場合を含む。）又は第五項の規定による立入検査の権限は、犯罪捜査のために認められたものと解釈してはならない。

(8) The authority for entry and inspection under the provisions of paragraph (1) or (2) (including where these provisions are applied mutatis mutandis pursuant to the paragraph (6)) and paragraph (5) shall not be construed as having been conferred for the purpose of a criminal investigation.

（主務大臣等）

(Competent Minister, etc.)

第六十七条 この法律における主務大臣は、次のとおりとする。

Article 67 (1) In this Act, the competent minister shall be as follows:

一 商品に係る販売者に関する事項、商品に係る一連の連鎖販売業の統括者、勧誘者及び一般連鎖販売者に関する事項並びに商品に係る業務提供誘引販売業を行う者に関する事項については、内閣総理大臣、経済産業大臣及び当該商品の流通を所掌する大臣

(i) in matters concerning a seller of goods, matters concerning a Coordinator, solicitor, or general multilevel marketing distributor engaged in a Multilevel Marketing program involving goods, and matters concerning a person engaged in Business Opportunity Sales involving goods, the Prime Minister, the Minister of Economy, Trade and Industry, and the minister with jurisdiction over the distribution of said goods;

二 指定権利に係る販売者に関する事項、施設を利用し又は役務の提供を受ける権利に係る一連の連鎖販売業の統括者、勧誘者及び一般連鎖販売者に関する事項、特定継続的役務の提供を受ける権利に係る販売者に関する事項並びに施設を利用し又は役務の提供を受ける権利に係る業務提供誘引販売業を行う者に関する事項については、内閣総理大臣、経済産業大臣及び当該権利に係る施設又は役務の提供を行う事業を所管する大臣

(ii) in matters concerning a seller of Designated Rights, matters concerning a

Coordinator, solicitor, or general multilevel marketing distributor engaged in a Multilevel Marketing program involving rights to use a facility or to be provided services, matters concerning a seller of rights to be provided Specified Continuous Services, and matters concerning a person engaged in Business Opportunity Sales involving rights to use a facility or to be provided services, the Prime Minister, the Minister of Economy, Trade and Industry, and the minister with jurisdiction over the businesses that provide the facilities or services relevant to said rights;

三 役務提供事業者に関する事項、役務に係る一連の連鎖販売業の統括者、勧誘者及び一般連鎖販売業者に関する事項並びに役務に係る業務提供誘引販売業を行う者に関する事項については、内閣総理大臣、経済産業大臣及び当該役務の提供を行う事業を所管する大臣

(iii) in matters concerning a Service Provider, matters concerning a Coordinator, solicitor, or general multilevel marketing distributor engaged in a Multilevel Marketing program involving services, and matters concerning a person engaged in Business Opportunity Sales involving services, the Prime Minister, the Minister of Economy, Trade and Industry, and the minister with jurisdiction over the businesses that provide said services;

四 通信販売電子メール広告受託事業者、連鎖販売取引電子メール広告受託事業者及び業務提供誘引販売取引電子メール広告受託事業者に関する事項、訪問販売協会及び通信販売協会に関する事項並びに第六十四条第二項の規定による消費者委員会及び消費経済審議会への諮問に関する事項については、内閣総理大臣及び経済産業大臣

(iv) in matters concerning a Party Entrusting E-mail That Advertises Mail Order Sales, Business Operator Entrusted with E-mail That Advertises Multilevel Marketing Transactions, or Business Operator Entrusted with E-mail That Advertises Business Opportunity Sales Transactions, matters concerning a Door-to-Door Sales Association or Mail Order Sales Association, and matters concerning consultation with the Consumer Commission or the Consumer Affairs Council under the provisions of Article 64, paragraph (2), the Prime Minister and the Minister of Economy, Trade and Industry;

五 指定法人に関する事項については、内閣総理大臣、経済産業大臣並びに商品の流通を所掌する大臣、指定権利に係る施設又は役務の提供を行う事業を所管する大臣、役務の提供を行う事業を所管する大臣及び特定継続的役務の提供を行う事業を所管する大臣

(v) in matters concerning a Designated Corporation, the Prime Minister, the Minister of Economy, Trade and Industry, the minister with jurisdiction over the distribution of goods, the minister with jurisdiction over the businesses that provide the facilities or services relevant to said rights, the minister with jurisdiction over the businesses that provide services, and the minister with jurisdiction over the businesses that offer Specified Continuous

Services; and

六 第六十四条第一項の規定による消費者委員会及び消費経済審議会への諮問に関する事項については、内閣総理大臣、経済産業大臣及び当該商品の流通を所掌する大臣、当該権利に係る施設若しくは役務の提供を行う事業を所管する大臣又は当該役務の提供を行う事業を所管する大臣

(vi) in matters concerning consultation with the Consumer Commission and the Consumer Affairs Council under the provisions of Article 64, paragraph (1), the Prime Minister, the Minister of Economy, Trade and Industry, the minister with jurisdiction over the distribution of the relevant Goods, the minister with jurisdiction over the businesses that provide the facilities or services relevant to the rights, or the minister with jurisdiction over the businesses that provide the services.

2 内閣総理大臣は、この法律による権限（金融庁の所掌に係るものに限り、政令で定めるものを除く。）を金融庁長官に委任する。

(2) The Prime Minister shall delegate his/her authority under this Act (limited to authority under the jurisdiction of the Financial Services Agency, excluding the authority specified by Cabinet Order) to the Commissioner of the Financial Services Agency.

3 内閣総理大臣は、この法律による権限（消費者庁の所掌に係るものに限り、政令で定めるものを除く。）を消費者庁長官に委任する。

(3) The Prime Minister shall delegate his/her authority under this Act (limited to that under jurisdiction of the Consumer Affairs Agency, excluding the authority specified by Cabinet Order) to the Secretary-General of the Consumer Affairs Agency.

4 この法律における主務省令は、内閣総理大臣及び経済産業大臣が共同で発する命令とする。ただし、第六十一条第一項に規定する主務省令については、第一項第五号に定める主務大臣の発する命令とする。

(4) In this Act, ordinance of the competent ministry shall be an order issued jointly by the Prime Minister and the Minister of Economy, Trade and Industry; provided, however, that the ordinance of the competent ministry prescribed in Article 61, paragraph (1) shall be an order issued by the competent minister specified in paragraph (1), item (v).

（都道府県が処理する事務）

(Administrative Affairs Processed by Prefectural Governments)

第六十八条 この法律に規定する主務大臣の権限に属する事務の一部は、政令で定めるところにより、都道府県知事が行うこととすることができる。

Article 68 Part of the administrative affairs prescribed in this Act that are under the authority of the competent minister may be undertaken by a prefectural governor pursuant to the provisions of a Cabinet Order.

(権限の委任)

(Delegation of Authority)

第六十九条 この法律により主務大臣の権限に属する事項は、政令で定めるところにより、地方支分部局の長に行わせることができる。

Article 69 (1) The competent minister may have the head of a Local Branch Office undertake matters that are placed under his/her authority by this Act, pursuant to the provisions of Cabinet Order.

2 金融庁長官は、政令で定めるところにより、第六十七条第二項の規定により委任された権限の一部を財務局長又は財務支局長に委任することができる。

(2) The Commissioner of the Financial Services Agency may, pursuant to the provisions of Cabinet Order, delegate part of the authority that has been delegated thereto pursuant to the provisions of Article 67, paragraph (2), to the head of a Local Finance Bureau or the head of a Local Finance Branch Bureau.

3 消費者庁長官は、政令で定めるところにより、第六十七条第三項の規定により委任された権限の一部を経済産業局長に委任することができる。

(3) The Secretary-General of the Consumer Affairs Agency may, pursuant to the provisions of a Cabinet Order, delegate part of the authority that has been delegated thereto pursuant to the provisions of Article 67, paragraph (3), to the Director-General of a Bureau of Economy, Trade and Industry.

第七章 罰則

Chapter VII Penal Provisions

第七十条 第六条第一項から第三項まで、第二十一条、第三十四条第一項から第三項まで、第四十四条又は第五十二条第一項若しくは第二項の規定に違反した者は、三年以下の懲役又は三百万円以下の罰金に処し、又はこれを併科する。

Article 70 A person who has violated any provision of Article 6, paragraphs (1) through (3), Article 21, Article 34, paragraphs (1) through (3), Article 44, or Article 52, paragraph (1) or (2) shall be punished by imprisonment with work for not more than three years, a fine of not more than three million yen, or both.

第七十条の二 第八条第一項、第十五条第一項若しくは第二項、第二十三条第一項、第三十九条第一項から第四項まで、第四十七条第一項又は第五十七条第一項若しくは第二項の規定による命令に違反した者は、二年以下の懲役又は三百万円以下の罰金に処し、又はこれを併科する。

Article 70-2 A person who has violated an order under the provisions of Article 8, paragraph (1), Article 15, paragraph (1) or (2), Article 23, paragraph (1), Article 39, paragraphs (1) through (4), Article 47, paragraph (1), or Article 57, paragraph (1) or (2) shall be punished by imprisonment with work for not more than two years, a fine of not more than three million yen, or both.

第七十条の三 第六条第四項、第三十四条第四項又は第五十二条第三項の規定に違反した者は、一年以下の懲役又は二百万円以下の罰金に処し、又はこれを併科する。

Article 70-3 A person who has violated any provision of Article 6, paragraph (4), Article 34, paragraph (4) or Article 52, paragraph (3) shall be punished by imprisonment with work for not more than one year, a fine of not more than two million yen, or both.

第七十一条 第三十七条又は第五十五条の規定に違反して、書面を交付せず、又はこれらの規定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した者は、六月以下の懲役又は百万円以下の罰金に処し、又はこれを併科する。

Article 71 A person who, in violation of the provisions of Article 37 or 55, has failed to deliver a document or who has delivered a document that did not contain the information prescribed in said provisions or that contained false statements shall be punished by imprisonment with work for not more than six months, a fine of not more than one million yen, or both.

第七十二条 次の各号のいずれかに該当する者は、百万円以下の罰金に処する。

Article 72 (1) A person who falls under any of the following items shall be punished by a fine of not more than one million yen:

一 第四条、第五条、第十八条、第十九条又は第四十二条の規定に違反して、書面を交付せず、又はこれらの規定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した者

(i) a person who, in violation of the provisions of Article 4, 5, 18, 19, or 42, has failed to deliver a document or who has delivered a document that does not contain the information prescribed in said provisions or that contained false statements;

二 第七条、第十四条、第二十二條、第三十八条、第四十六条又は第五十六条の規定による指示に違反した者

(ii) a person who has violated the instructions under the provisions of Article 7, 14, 22, 38, 46, or 56;

三 第十二条、第三十六条、第四十三条又は第五十四条の規定に違反して、著しく事実に相違する表示をし、又は実際のものよりも著しく優良であり、若しくは有利であると人を誤認させるような表示をした者

(iii) a person who, in violation of the provisions of Article 12, 36, 43, or 54, has made a representation that differed vastly from the truth or that misled people into believing that a thing was vastly better or more advantageous than it was in reality;

四 第十二条の三第一項若しくは第二項（第十二条の四第二項において準用する場合を含む。）、第十二条の四第一項、第三十六条の三第一項若しくは第二項（第三十六条の四第二項において準用する場合を含む。）、第三十六条の四第一項、第五十

四条の三第一項若しくは第二項（第五十四条の四第二項において準用する場合を含む。）又は第五十四条の四第一項の規定に違反した者

(iv) a person who has violated any provision of Article 12-3, paragraph (1) or (2) (including where it is applied mutatis mutandis pursuant to Article 12-4, paragraph (2)), Article 12-4, paragraph (1), Article 36-3, paragraph (1) or (2) (including where it is applied mutatis mutandis pursuant to Article 36-4, paragraph (2)), Article 36-4, paragraph (1), Article 54-3, paragraph (1) or (2) (including where it is applied mutatis mutandis pursuant to Article 54-4, paragraph (2)) or Article 54-4, paragraph (1);

五 第十二条の三第三項（第十二条の四第二項において読み替えて準用する場合を含む。）、第三十六条の三第三項（第三十六条の四第二項において読み替えて準用する場合を含む。）又は第五十四条の三第三項（第五十四条の四第二項において読み替えて準用する場合を含む。）の規定に違反して、記録を作成せず、若しくは虚偽の記録を作成し、又は記録を保存しなかつた者

(v) a person who, in violation of the provisions of Article 12-3, paragraph (3) (including where it is applied mutatis mutandis by replacing the terms pursuant to Article 12-4, paragraph (2)), Article 36-3, paragraph (3) (including where it is applied mutatis mutandis by replacing the terms pursuant to Article 36-4, paragraph (2)) or Article 54-3, paragraph (3) (including where it is applied mutatis mutandis by replacing the terms pursuant to Article 54-4, paragraph (2)), has failed to prepare a record, has prepared a false record or has failed to preserve a record;

六 第十三条第一項又は第二十条の規定に違反して通知しなかつた者

(vi) a person who, in violation of the provisions of Article 13, paragraph (1) or Article 20, has not notified the relevant person;

七 第三十五条又は第五十三条の規定に違反して表示しなかつた者

(vii) a person who, in violation of the provisions of Article 35 or 53, has not made the relevant indication;

八 第四十五条第一項の規定に違反して、同項に定める書類を備え置かず、又はこれに不正の記載をした者

(viii) a person who, in violation of the provisions of Article 45, paragraph (1), has not kept the documents specified in said paragraph or who has made unlawful statements in the documents;

九 第四十五条第二項の規定に違反して、正当な理由がないのに、書類の閲覧又は謄本若しくは抄本の交付を拒んだ者

(ix) a person who, in violation of the provisions of Article 45, paragraph (2), has refused to allow a person to inspect documents or has refused to deliver a full or extracted copy of the documents, without justifiable grounds;

十 第六十六条第一項（同条第六項において読み替えて準用する場合を含む。以下この号において同じ。）の規定による報告をせず、若しくは虚偽の報告をし、若しくは同条第一項の規定による物件を提出せず、若しくは虚偽の物件を提出し、又は同

項の規定による検査を拒み、妨げ、若しくは忌避した者

(x) a person who has failed to provide the report under the provisions of Article 66, paragraph (1) (including where it is applied mutatis mutandis by replacing the terms pursuant to paragraph (6) of the same Article; hereinafter the same applies in this item), who has provided a false report, who has failed to submit the articles under the provisions of paragraph (1) of the same Article, who has submitted false articles, or who has refused, obstructed, or evaded the inspection under the provisions of the same paragraph; or

十一 第六十六条第二項（同条第六項において読み替えて準用する場合を含む。以下この号において同じ。）の規定による報告をせず、若しくは虚偽の報告をし、若しくは同条第二項の規定による資料を提出せず、若しくは虚偽の資料を提出し、又は同項の規定による検査を拒み、妨げ、若しくは忌避した者

(xi) a person who has failed to provide the report under the provisions of Article 66, paragraph (2) (including where it is applied mutatis mutandis by replacing the terms pursuant to paragraph (6) of the same Article; hereinafter the same applies in this item) who has provided a false report, who has failed to submit materials under the provisions of paragraph (2) of the same Article, who has submitted false materials, or who has refused, obstructed, or evaded the inspection prescribed in the same paragraph.

2 前項第四号の罪を犯した者が、その提供した電子メール広告において、第十一条、第十二条の三第四項（第十二条の四第二項において読み替えて準用する場合を含む。）、第三十五条、第三十六条の三第四項（第三十六条の四第二項において読み替えて準用する場合を含む。）、第五十三条若しくは第五十四条の三第四項（第五十四条の四第二項において読み替えて準用する場合を含む。）の規定に違反して表示しなかつたとき、又は第十二条、第三十六条若しくは第五十四条の規定に違反して著しく事実に相違する表示をし、若しくは実際のものよりも著しく優良であり、若しくは有利であると人を誤認させるような表示をしたときは、一年以下の懲役又は二百万円以下の罰金に処し、又はこれを併科する。

(2) When a person who has committed the offense set forth in item (iv) of the preceding paragraph has failed to make an indication, in violation of the provisions of Article 11, Article 12-3, paragraph (4) (including where it is applied mutatis mutandis by replacing the terms pursuant to Article 12-4, paragraph (2)), Article 35, Article 36-3, paragraph (4) (including where it is applied mutatis mutandis by replacing the terms pursuant to Article 36-4, paragraph (2)), Article 53 or Article 54-3, paragraph (4) (including where it is applied mutatis mutandis by replacing the terms pursuant to Article 54-4, paragraph (2)), or has made a representation that differed vastly from the truth or misled people into believing that a thing was vastly better or more advantageous than it was in reality, in violation of the provisions of Article 12, 36 or 54, in e-mail advertising sent thereby, he/she shall be punished by

imprisonment with work for not more than one year, a fine of not more than two million yen, or both.

第七十三条 次の各号のいずれかに該当する者は、三十万円以下の罰金に処する。

Article 73 Any person who falls under any of the following items shall be punished by a fine of not more than 300,000 yen:

一 第二十八条第二項又は第三十一条第二項の規定に違反して、その名称又は商号中に訪問販売協会会員又は通信販売協会会員であると誤認されるおそれのある文字を用いた者

(i) a person who, in violation of the provisions of Article 28, paragraph (2) or Article 31, paragraph (2), uses words in his/her name or trade name that will likely cause him/her to be mistaken for a Door-to-Door Sales Association member or a Mail Order Sales Association member;

二 第六十六条第三項（同条第六項において読み替えて準用する場合を含む。以下この号において同じ。）の規定による報告をせず、若しくは虚偽の報告をし、又は同条第三項の規定による資料を提出せず、若しくは虚偽の資料を提出した者

(ii) a person who has failed to provide the report under the provisions of Article 66, paragraph (3) (including where it is applied mutatis mutandis by replacing the terms pursuant to paragraph (6) of the same Article; hereinafter the same applies in this item), who has provided a false report, who has failed to submit the materials under the provisions of paragraph (3) of the same Article or who has submitted false materials; or

三 第六十六条第五項の規定による報告をせず、若しくは虚偽の報告をし、又は同項の規定による検査を拒み、妨げ、若しくは忌避した者

(iii) a person who has failed to provide the report under the provisions of Article 66, paragraph (5), who has provided a false report, or who has refused, obstructed, or evaded an inspection under the provisions of the same paragraph.

第七十四条 法人の代表者又は法人若しくは人の代理人、使用人その他の従業者が、その法人又は人の業務に関し、次の各号に掲げる規定の違反行為をしたときは、行為者を罰するほか、その法人に対して当該各号で定める罰金刑を、その人に対して各本条の罰金刑を科する。

Article 74 When the representative of a juridical person, or the agent, employee or any other worker of a juridical person or an individual commits a violation prescribed in any of the provisions of the following items with regard to the business of said juridical person or said individual, not only shall the offender be punished, but the relevant juridical person shall be punished by the fines specified in the relevant item, and the individual shall be punished by the fine prescribed in the relevant Article:

一 第七十条の二 三億円以下の罰金刑

- (i) Article 70-2: a fine of not more than 300 million yen; and
- 二 第七十条又は第七十条の三から前条まで 各本条の罰金刑
- (ii) Article 70 or Article 70-3 through the preceding Article: the fine prescribed in the relevant Articles.

第七十五条 次の各号のいずれかに該当する者は、五十万円以下の過料に処する。

Article 75 A person who falls under any of the following items shall be subject to a non-criminal fine of not more than 500,000 yen:

- 一 第二十七条の三第一項、第二十七条の四第一項、第三十条の二第一項又は第三十条の三第一項の規定による届出をせず、又は虚偽の届出をした者

(i) a person who has failed to submit the notification under the provisions of Article 27-3, paragraph (1), Article 27-4, paragraph (1), Article 30-2, paragraph (1) or Article 30-3, paragraph (1) or who has submitted a false notification; or

- 二 第二十九条の五第二項若しくは第三十二条の二第二項の規定による検査を拒み、妨げ、若しくは忌避し、又は第二十九条の五第二項若しくは第三十二条の二第二項の規定による命令に違反した者

(ii) a person who has refused, obstructed, or evaded an inspection under the provisions of Article 29-5, paragraph (2) or Article 32-2, paragraph (2) or who has violated the order prescribed in Article 29-5, paragraph (2) or Article 32-2, paragraph (2).

第七十六条 第二十八条第一項又は第三十一条第一項の規定に違反して、その名称又は商号中に訪問販売協会又は通信販売協会であると誤認されるおそれのある文字を用いた者は、十万円以下の過料に処する。

Article 76 A person who, in violation of the provisions of Article 28, paragraph (1) or Article 31, paragraph (1), uses words in his/her name or trade name that will likely cause him/her to be mistaken for a Door-to-Door Sales Association or a Mail Order Sales Association shall be punished by a fine of not more than 100,000 yen.

附 則 [抄]

Supplementary Provisions [Extract]

(施行期日)

(Effective Date)

第一条 この法律は、公布の日から起算して六月を超えない範囲内において政令で定める日から施行する。ただし、第十九条、第二十一条第二号、附則第三条及び附則第四条の規定は、公布の日から施行する。

Article 1 This Act shall come into effect as of the date specified by Cabinet Order within a period not exceeding six months from the date of its promulgation;

provided, however, that the provisions of Article 19 and Article 21, item (ii) of the Act and Articles 3 and 4 of the Supplementary Provisions shall come into effect as of the date of its promulgation.

(経過措置)

(Transitional Measures)

第二条 第四条及び第九条の規定は、この法律の施行前に販売業者が受けた売買契約の申込みについては、適用しない。

Article 2 (1) The provisions of Articles 4 and 9 do not apply to an offer for a sales contract that was received by a seller prior to the enforcement of this Act.

2 第五条第一項から第三項まで及び第七条の規定は、この法律の施行前に締結された売買契約については、適用しない。

(2) The provisions of Article 5, paragraphs (1) through (3) and Article 7 do not apply to a sales contract that was concluded prior to the enforcement of this Act.

3 第六条の規定は、この法律の施行前に販売業者が受けた売買契約の申込み若しくはその申込みに係る売買契約がこの法律の施行後に締結された場合におけるその売買契約又はこの法律の施行前に締結された売買契約については、適用しない。

(3) The provisions of Article 6 do not apply to an offer for a sales contract that was received by a seller prior to the enforcement of this Act, any sales contract arising from such an offer that was concluded after the enforcement of this Act, or a sales contract that was concluded prior to the enforcement of this Act.

4 第十五条第二項及び第十六条の規定は、この法律の施行前に第十一条第一項に規定する連鎖販売業に相当する事業を行う者が締結した同項に規定する連鎖販売取引に相当する取引についての契約については、適用しない。

(4) The provisions of Article 15, paragraph (2) and Article 16 do not apply to a contract for transactions equivalent to the Multilevel Marketing Transactions prescribed in Article 11, paragraph (1) that was concluded by a person engaged in business equivalent to the Multilevel Marketing prescribed in the same paragraph prior to the enforcement of this Act.

5 この法律の施行前に販売業者が行った商品の送付についての第十八条の規定の適用については、同条第一項中「その商品の送付があつた日」とあるのは、「この法律の施行の日」とする。

(5) With regard to the application of the provisions of Article 18 to the sending of goods by a seller prior to the enforcement of this Act, "the day the goods were sent" in Article 18, paragraph (1) is deemed to be "the effective date of this Act."

附 則 [昭和五十九年六月二日法律第四十九号] [抄]

Supplementary Provisions [Act No. 49 of June 2, 1984] [Extract]

(訪問販売等に関する法律の一部改正に伴う経過措置)

(Transitional Measures in Connection with the Partial Revision of the Act on Door-to-Door Sales, etc.)

12 この法律の施行前に締結した売買契約又はこの法律の施行前に販売業者が受けた売買契約の申込み若しくはこの法律の施行後当該申込みに係る売買契約が締結された場合における当該売買契約については、前項の規定による改正後の訪問販売等に関する法律第六条の規定にかかわらず、なお従前の例による。

(12) With regard to a sales contract concluded prior to the enforcement of this Act, an offer for a sales contract that a seller received prior to the enforcement of this Act, or a sales contract arising from such an offer that was concluded after the enforcement of this Act, the provisions then in force shall remain applicable, notwithstanding the provisions of Article 6 of the Act on Door-to-Door Sales, etc. as revised by the provisions of the preceding paragraph.

附 則 〔昭和六十三年五月十七日法律第四十三号〕 〔抄〕

Supplementary Provisions [Act No. 43 of May 17, 1988] [Extract]

(施行期日等)

(Effective Date, etc.)

第一条 この法律は、公布の日から起算して六月を超えない範囲内において政令で定める日から施行する。ただし、次条の規定は、公布の日から施行する。

Article 1 This Act shall come into effect as of the date specified by Cabinet Order within a period not exceeding six months from the date of its promulgation; provided, however, that the provisions of the following Article shall come into effect as of the date of its promulgation.

第二条 この法律の施行の日前に、改正後の訪問販売等に関する法律（以下「新法」という。）第二条第一項第二号及び第三項、第六条第一項、第十条第二項第二号又は第十一条第一項の政令の制定の立案をしようとするときは、改正前の訪問販売等に関する法律（以下「旧法」という。）第十九条の規定の例による。

Article 2 If it is planned to enact the Cabinet Order referred to in Article 2, paragraph (1), item (ii) and paragraph (3), Article 6, paragraph (1), Article 10, paragraph (2), item (ii), or Article 11, paragraph (1) of the revised Act on Door-to-Door Sales (hereinafter referred to as the "New Act") prior to the effective date of this Act, the provisions of Article 19 of the pre-revision Act on Door-to-Door Sales (hereinafter referred to as the "Old Act") shall apply.

(経過措置等)

(Transitional Measures, etc.)

第三条 新法第四条の規定は、この法律の施行後に販売業者又は役務提供事業者が受けた売買契約又は役務提供契約の申込みについて適用し、この法律の施行前に販売業者

が受けた新法第二条第三項に規定する指定商品であつて旧法第二条第三項に規定する指定商品に該当するもの（以下「特定指定商品」という。）の売買契約の申込みについては、なお従前の例による。

Article 3 (1) The provisions of Article 4 of the New Act shall apply to an offer for a sales contract or Service Contract that a seller or Service Provider has received after the enforcement of this Act, but with regard to an offer for a sales contract for any Designated Goods prescribed in Article 2, paragraph (3) of the New Act that fall under the category of Designated Goods prescribed in Article 2, paragraph (3) of the Old Act (hereinafter referred to as "Specified Designated Goods"), that a seller received prior to the enforcement of this Act, the provisions then in force shall remain applicable.

2 新法第五条の規定は、この法律の施行後に締結された売買契約又は役務提供契約について適用し、この法律の施行前に締結された特定指定商品の売買契約については、なお従前の例による。

(2) The provisions of Article 5 of the New Act shall apply to a sales contract or a Service Contract that was concluded after the enforcement of this Act, but with regard to a sales contract for Specified Designated Goods that was concluded prior to the enforcement of this Act, the provisions then in force shall remain applicable.

3 新法第六条の規定は、この法律の施行後に販売業者若しくは役務提供事業者が受けた売買契約若しくは役務提供契約の申込み又はこの法律の施行後に締結された売買契約若しくは役務提供契約（この法律の施行前にその申込みを受けたものを除く。）について適用し、この法律の施行前に販売業者が受けた特定指定商品の売買契約の申込み若しくはその申込みに係る売買契約がこの法律の施行後に締結された場合におけるその売買契約又はこの法律の施行前に締結された特定指定商品の売買契約については、なお従前の例による。

(3) The provisions of Article 6 of the New Act shall apply to an offer for a sales contract or Service Contract that a seller or Service Provider has received after the enforcement of this Act or a sales contract or Service Contract that is concluded after the enforcement of this Act (excluding a contract for which an offer was received prior to the enforcement of this Act), but with regard to an offer for a sales contract for Specified Designated Goods that a seller received prior to the enforcement of this Act, any sales contract arising from such an offer that was concluded after the enforcement of this Act, or a sales contract for Specified Designated Goods that was concluded prior to the enforcement of this Act, the provisions before the enforcement of this Act shall remain applicable.

4 新法第七条第一項の規定は、この法律の施行後に締結された売買契約又は役務提供契約について適用し、この法律の施行前に締結された特定指定商品のの売買契約については、なお従前の例による。

(4) The provisions of Article 7, paragraph (1) of the New Act shall apply to a sales

contract or a Service Contract that is concluded after the enforcement of this Act, but with regard to a sales contract for Specified Designated Goods that was concluded prior to the enforcement of this Act, the provisions then in force shall remain applicable.

5 新法第七条第二項の規定は、この法律の施行前に締結された売買契約又は役務提供契約については、適用しない。

(5) The provisions of Article 7, paragraph (2) of the New Act shall not apply to a sales contract or a Service Contract that was concluded prior to the enforcement of this Act.

6 新法第九条の規定は、この法律の施行前に販売業者又は役務提供事業者が受けた新法第二条第三項に規定する指定権利の売買契約又は役務提供契約の申込みについては、適用しない。

(6) The provisions of Article 9 of the New Act shall not apply to an offer for a sales contract or a Service Contract for Designated Rights prescribed in Article 2, paragraph (3) of the New Act that a seller or a Service Provider received prior to the enforcement of this Act.

7 新法第十四条第二項及び第十七条の規定は、この法律の施行後に新法第十一条第一項に規定する連鎖販売業を行う者が締結した同項に規定する連鎖販売取引についての契約について適用し、この法律の施行前に旧法第十一条第一項に規定する連鎖販売業を行う者が締結した同項に規定する連鎖販売取引についての契約については、なお従前の例による。

(7) The provisions of Article 14, paragraph (2) and Article 17 of the New Act shall apply to a contract for Multilevel Marketing Transactions prescribed in Article 11, paragraph (1) of the New Act that is concluded after the enforcement of this Act by a person engaged in Multilevel Marketing under the same paragraph, but with regard to a contract for Multilevel Marketing Transactions prescribed in Article 11, paragraph (1) of the Old Act that was concluded prior to the enforcement of this Act by a person engaged in Multilevel Marketing under the same paragraph, the provisions then in force shall remain applicable.

8 この法律の施行前に販売業者が行った商品の送付についての新法第十八条第一項の規定の適用については、同項中「その商品の送付があつた日から起算して十四日を経過する日（その日が、その商品の送付を受けた者が販売業者に対してその商品の引取りの請求をした場合におけるその請求の日から起算して七日を経過する日後であるときは、その七日を経過する日）」とあるのは、「訪問販売等に関する法律の一部を改正する法律（昭和六十三年法律第四十三号）の施行の日から起算して十四日を経過する日、その商品の送付があつた日から起算して三月を経過する日又はその商品の送付を受けた者が販売業者に対してその商品の引取りの請求をした場合におけるその請求の日から起算して一月を経過する日のいずれか早い日」とする。

(8) With regard to the application of the provisions of Article 18, paragraph (1) of the New Act to the sending of goods by a seller prior to the enforcement of this Act, "the day on which 14 days have passed since the day the goods were sent

(or by the day on which seven days have passed since the day on which the person who was sent the goods requested the seller to retrieve them, when the day on which 14 days have passed since the day the goods were sent falls after the day on which seven days have passed since such request)" is deemed to be replaced with "the day on which 14 days have passed since the date of enforcement of the Act Partially Revising the Act on Door-to-Door Sales, etc. (Act No. 43 of 1988), the date on which three days have passed since the day on which the goods were sent, or, if the person who was sent the goods has requested the seller to retrieve them, the date on which one month has passed since the date of the request, whichever comes earliest."

9 この法律の施行前にした行為並びに第一項、第二項及び第七項の規定により従前の例によることとされる場合におけるこの法律の施行後にした行為に対する罰則の適用については、なお従前の例による。

(9) With regard to the application of the penal provisions against conduct engaged in prior to the enforcement of this Act and against conduct engaged in after the enforcement of this Act where the provisions from before the enforcement of this Act are to remain applicable pursuant to the provisions of paragraphs (1), (2), and (7), the provisions before the enforcement of this Act shall remain applicable.

第四条 昭和五十五年四月一日に設立された社団法人日本訪問販売協会は、この法律の施行の日において新法第十条の二に規定する要件に該当する場合には、新法第十条の三及び第十条の四の規定の適用については、この法律の施行の日に設立された新法第十条の二に規定する法人とみなす。

Article 4 (1) If the Japan Direct Selling Association established on April 1, 1980 satisfies the requirements prescribed in Article 10-2 of the New Act on the effective date of this Act, with regard to the application of the provisions of Articles 10-3 and 10-4 of the New Act, the Japan Direct Selling Association shall be deemed to be the corporation prescribed in Article 10-2 of the New Act that has been established on the effective date of this Act.

2 昭和五十八年十月十一日に設立された社団法人日本通信販売協会は、この法律の施行の日において新法第十条の五に規定する要件に該当する場合には、新法第十条の六及び第十条の七の規定の適用については、この法律の施行の日に設立された新法第十条の五に規定する法人とみなす。

(2) If the Japan Direct Marketing Association established on October 11, 1983 satisfies the requirements prescribed in Article 10-5 of the New Act on the effective date of this Act, with regard to the application of the provisions of Articles 10-6 and 10-7 of the New Act, the Japan Direct Marketing Association shall be deemed to be the corporation prescribed in Article 10-5 of the New Act that has been established on the effective date of this Act.

附 則 〔平成八年五月二十二日法律第四十四号〕 〔抄〕

Supplementary Provisions [Act No. 44 of May 22, 1996] [Extract]

(施行期日)

(Effective Date)

第一条 この法律は、公布の日から起算して六月を超えない範囲内において政令で定める日から施行する。ただし、第一条中訪問販売等に関する法律第十九条及び第二十一条第四号の改正規定、第二条の規定、附則第三条中割賦販売法第三十七条第一項の改正規定並びに附則第四条及び第五条の規定は、公布の日から施行する。

Article 1 This Act shall come into effect as of the date specified by Cabinet Order within a period not exceeding six months from the date of its promulgation; provided, however, that the provisions of Article 1 that revise Article 19 and Article 21, item (iv) of the Act on Door-to-Door Sales, etc. , the provisions of Article 2, the provisions of Article 3 of the Supplementary Provisions that revise Article 37, paragraph (1) of the Installment Sales Act, and the provisions of Articles 4 and 5 of the Supplementary Provisions shall come into effect as of the date of its promulgation.

(経過措置)

(Transitional Measures)

第二条 第一条の規定による改正後の訪問販売等に関する法律（以下「新法」という。）第九条の六及び第九条の八の規定は、この法律の施行前に販売業者又は役務提供事業者が受けた売買契約又は役務提供契約の申込みについては、適用しない。

Article 2 (1) The provisions of Articles 9-6 and 9-8 of the Act on Door-to-Door Sales, etc. as revised by the provisions of Article 1 (hereinafter referred to as the "New Act") shall not apply to an offer for a sales contract or a Service Contract that a seller or a Service Provider received prior to the enforcement of this Act.

2 新法第九条の七及び第九条の十三の規定は、この法律の施行前に締結された売買契約若しくは役務提供契約又はこの法律の施行前に販売業者若しくは役務提供事業者が受けた申込みに係る売買契約若しくは役務提供契約がこの法律の施行後に締結された場合におけるその売買契約若しくは役務提供契約については、適用しない。

(2) The provisions of Articles 9-7 and 9-13 of the New Act shall not apply to a sales contract or Service Contract that was concluded prior to the enforcement of this Act or to a sales contract or Service Contract arising from an offer that a seller or Service Provider received prior to the enforcement of this Act and that was concluded after the enforcement of this Act.

3 新法第九条の十二の規定は、この法律の施行前に販売業者若しくは役務提供事業者が受けた売買契約若しくは役務提供契約の申込み若しくはその申込みに係る売買契約若しくは役務提供契約がこの法律の施行後に締結された場合におけるその売買契約若しくは役務提供契約又はこの法律の施行前に締結された売買契約若しくは役務提供契

約については、適用しない。

(3) The provisions of Article 9-12 of the New Act shall not apply to an offer for a sales contract or Service Contract that was received by a seller or Service Provider prior to the enforcement of this Act, any sales contract or Service Contract arising from such an offer that was concluded after the enforcement of this Act, or a sales contract or Service Contract concluded prior to the enforcement of this Act.

4 この法律の施行前に連鎖販売業を行う者が締結したその連鎖販売業に係る連鎖販売取引についての契約については、新法第十七条の規定にかかわらず、なお従前の例による。

(4) With regard to a contract for Multilevel Marketing Transactions arising from Multilevel Marketing that was concluded prior to the enforcement of this Act by a person engaged in Multilevel Marketing, the provisions then in force shall remain applicable, notwithstanding the provisions of Article 17 of the New Act.

5 この法律の施行前にした行為に対する罰則の適用については、なお従前の例による。

(5) With regard to the application of penal provisions to conduct engaged in prior to the enforcement of this Act, the provisions then in force shall remain applicable.

附 則 〔平成十一年四月二十三日法律第三十四号〕 〔抄〕

Supplementary Provisions [Act No. 34 of April 23, 1999] [Extract]

(施行期日)

(Effective Date)

第一条 この法律は、公布の日から起算して六月を超えない範囲内において政令で定める日から施行する。

Article 1 This Act shall come into effect as of the date specified by Cabinet Order within a period not exceeding six months from the date of its promulgation.

(罰則に関する経過措置)

(Transitional Measures Concerning Penal Provisions)

第三条 この法律の施行前にした行為に対する罰則の適用については、なお従前の例による。

Article 3 With regard to the application of penal provisions to conduct engaged in prior to the enforcement of this Act, the provisions then in force shall remain applicable.

(政令への委任)

(Delegation to Cabinet Order)

第四条 前二条に定めるもののほか、この法律の施行に関して必要な経過措置は、政令で定める。

Article 4 In addition to what is provided for in the preceding two Articles, any transitional measures necessary for enforcement of this Act shall be provided for by Cabinet Order.

附 則 〔平成十二年十一月十七日法律第百二十号〕 〔抄〕

Supplementary Provisions [Act No. 120 of November 17, 2000] [Extract]

(施行期日)

(Effective Date)

第一条 この法律は、平成十三年六月一日から施行する。

Article 1 This Act shall come into effect as of June 1, 2001.

(訪問販売等に関する法律の一部改正に伴う経過措置)

(Transitional Measures in Connection with the Partial Revision of the Act on Door-to-Door Sales, etc.)

第二条 第一条の規定による改正後の特定商取引に関する法律（以下「特定商取引法」という。）第三十七条第二項及び第四十条の規定は、この法律の施行後に特定商取引法第三十三条第一項に規定する連鎖販売業を行う者が締結した同項に規定する連鎖販売取引についての契約について適用し、この法律の施行前に第一条の規定による改正前の訪問販売等に関する法律第十一条第一項に規定する連鎖販売業を行う者が締結した同項に規定する連鎖販売取引についての契約については、なお従前の例による。

Article 2 (1) The provisions of Article 37, paragraph (2) and Article 40 of the Act on Specified Commercial Transactions as revised by the provisions of Article 1 (hereinafter referred to as the "Specified Commercial Transactions Act") shall apply to a contract for Multilevel Marketing Transactions prescribed in Article 33, paragraph (1) of the Specified Commercial Transactions Act that is concluded after the enforcement of this Act by a person engaged in Multilevel Marketing prescribed in the same paragraph, but with regard to a contract for Multilevel Marketing Transactions prescribed in Article 11, paragraph (1) of the Act on Door-to-Door Sales, etc. before its revision by the provisions of Article 1, that was concluded prior to the enforcement of this Act by a person engaged in the Multilevel Marketing prescribed in the same paragraph, the provisions then in force shall remain applicable.

2 特定商取引法第五十五条第二項及び第五十八条の規定は、この法律の施行前に特定商取引法第五十一条第一項に規定する業務提供誘引販売業に相当する事業を行う者が締結した同項に規定する業務提供誘引販売取引に相当する取引についての契約については、適用しない。

(2) The provisions of Article 55, paragraph (2) and Article 58 of the Specified Commercial Transaction Act shall not apply to a contract for transactions equivalent to Business Opportunity Sales Transactions under Article 51, paragraph (1) of the Specified Commercial Transactions Act, that was

concluded prior to the enforcement of this Act by a person engaged in business equivalent to Business Opportunity Sales under the same paragraph.

(罰則に関する経過措置)

(Transitional Measures Concerning Penal Provisions)

第四条 この法律の施行前にした行為及び附則第二条第一項の規定により従前の例によることとされる場合におけるこの法律の施行後にした行為に対する罰則の適用については、なお従前の例による。

Article 4 With regard to the application of the penal provisions for conduct engaged in prior to the enforcement of this Act and for conduct engaged in after the enforcement of this Act where the provisions before the enforcement of this Act are to remain applicable pursuant to the provisions of Article 2, paragraph (1) of the Supplementary Provisions, the provisions before the enforcement of this Act shall remain applicable.

(政令への委任)

(Delegation to Cabinet Order)

第五条 前三条に定めるもののほか、この法律の施行に関して必要な経過措置は、政令で定める。

Article 5 In addition to what is provided for by the preceding three Articles, the transitional measures necessary for enforcement of this Act shall be provided for by Cabinet Order.

(検討)

(Review)

第六条 政府は、国民の日常生活に係る商取引に関する事情その他の経済的社会的環境の変化に応じ、特定商取引法の規定に検討を加え、その結果に基づいて必要な措置を講ずるものとする。

Article 6 The government shall review the provisions of the Specified Commercial Transactions Act in response to any changes in the circumstances of the commercial transactions that arise in the daily lives of the people and any other economic and social conditions, and shall take any necessary measures based on the results of its review.

附 則 〔平成十四年四月十九日法律第二十八号〕

Supplementary Provisions [Act No. 28 of April 19, 2002]

(施行期日)

(Effective Date)

第一条 この法律は、公布の日から起算して三月を超えない範囲内において政令で定める日から施行する。

Article 1 This Act shall come into effect as of the date specified by Cabinet Order within a period not exceeding three months from the date of its promulgation.

(検討)

(Review)

第二条 政府は、この法律の施行後三年を目途として、この法律の施行後の情報技術を活用した商取引に関する事情、特定商取引における電磁的方法による広告の提供の状況等を踏まえ、この法律による改正後の特定商取引に関する法律の規定に基づく電磁的方法による広告に対する措置について検討を加え、その結果に基づいて必要な措置を講ずるものとする。

Article 2 The government shall, after approximately three years from the enforcement of this Act, review any measures established with regard to advertising provided through electromagnetic means, that are based on the provisions of the Act on Specified Commercial Transactions as revised by this Act, in accordance with the circumstances of commercial transactions using information technology, the status of advertising provided through electromagnetic means in Specified Commercial Transactions, and other conditions after the enforcement of this Act, and shall take any necessary measures based on the results of its review.

附 則 [平成十六年五月十二日法律第四十四号] [抄]

Supplementary Provisions [Act No. 44 of May 12, 2004] [Extract]

(施行期日)

(Effective Date)

第一条 この法律は、公布の日から起算して六月を超えない範囲内において政令で定める日から施行する。

Article 1 This Act shall come into effect as of the date specified by Cabinet Order within a period not exceeding six months from the date of its promulgation.

(特定商取引に関する法律の一部改正に伴う経過措置)

(Transitional Measures in Connection with the Partial Revision of the Act on Specified Commercial Transactions)

第二条 第一条の規定による改正後の特定商取引に関する法律（以下「新特定商取引法」という。）第六条の二、第二十一条の二、第三十四条の二、第四十四条の二及び第五十二条の二の規定は、この法律の施行前にした行為については、適用しない。

Article 2 (1) The provisions of Articles 6-2, 21-2, 34-2, 44-2, and 52-2 of the Act on Specified Commercial Transactions as revised by the provision of Article 1 of this Act (hereinafter referred to as the "New Specified Commercial Transaction Act") shall not apply to acts done prior to the enforcement of this Act.

2 新特定商取引法第九条及び第二十四条の規定は、この法律の施行後に販売業者若しくは役務提供事業者が受けた売買契約若しくは役務提供契約の申込み又はこの法律の施行後に締結された売買契約若しくは役務提供契約（この法律の施行前にその申込みを受けたものを除く。）について適用し、この法律の施行前に販売業者若しくは役務提供事業者が受けた売買契約若しくは役務提供契約の申込み若しくはその申込みに係る売買契約若しくは役務提供契約がこの法律の施行後に締結された場合におけるその売買契約若しくは役務提供契約又はこの法律の施行前に締結された売買契約若しくは役務提供契約については、なお従前の例による。

(2) The provisions of Articles 9 and 24 of the New Specified Commercial Transaction Act shall apply to an offer for a sales contract or a Service Contract that a seller or a Service Provider receives after the enforcement of this Act and a sales contract or a Service Contract that is concluded after the enforcement of this Act (excluding such contract for which offer was received prior to the enforcement of this Act), but with regard to an offer for a sales contract or a Service Contract that a seller or a Service Provider received prior to the enforcement of this Act or, where a sales contract or a Service Contract pertaining to such offer is concluded after the enforcement of this Act, such sales contract or Service Contract, or a sales contract or a Service Contract that was concluded prior to the enforcement of this Act, the provisions then in force shall remain applicable.

3 特定商取引に関する法律第九条の三及び第二十四条の二の規定は、この法律の施行前にした売買契約若しくは役務提供契約の申込み又はその承諾の意思表示については、適用しない。

(3) The provisions of Articles 9-3 and 24-2 of the Act on Specified Commercial Transactions shall not apply to the manifested intention to offer a sales contract or Service Contract or to accept such offer that was made prior to the enforcement of this Act.

4 新特定商取引法第四十条の三、第四十九条の二及び第五十八条の二の規定は、この法律の施行前にした特定商取引に関する法律第三十三条第一項に規定する連鎖販売業に係る連鎖販売取引についての契約（以下「連鎖販売契約」という。）、同法第四十一条第一項第一号に規定する特定継続的役務提供契約（以下単に「特定継続的役務提供契約」という。）若しくは同項第二号に規定する特定権利販売契約（以下単に「特定権利販売契約」という。）若しくは同法第五十一条第一項に規定する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（以下「業務提供誘引販売契約」という。）の申込み又はその承諾の意思表示については、適用しない。

(4) The provisions of Articles 40-3, 49-2, and 58-2 of the New Specified Commercial Transaction Act shall not apply to the manifestation of intention to offer, or to accept an offer for, a contract for Multilevel Marketing Transactions connected with Multilevel Marketing prescribed in Article 33, paragraph (1) of the Act on Specified Commercial Transactions (hereinafter referred to as a "Multilevel Marketing Contract"), a Specified Continuous

Service Contract prescribed in Article 41, paragraph (1), item (i) of the same Act (hereinafter simply referred to as a "Specified Continuous Service Contract"), a Sales Contract for Specified Rights prescribed in Article 41, paragraph (1), item (ii) of the same Act (hereinafter simply referred to as a "Sales Contract for Specified Rights"), or a contract on Business Opportunity Sales Transactions pertaining to the Business Opportunity Sales prescribed in Article 51, paragraph (1) of the same Act (hereinafter referred to as a "Business Opportunity Sales Contract"), that was made prior to the enforcement of this Act.

5 新特定商取引法第十二条の二、第三十六条の二、第四十三条の二及び第五十四条の二の規定は、この法律の施行前にした表示については、適用しない。

(5) The provisions of Articles 12-2, 36-2, 43-2, and 54-2 of the New Specified Commercial Transaction Act shall not apply to an indication that was made prior to the enforcement of this Act.

6 新特定商取引法第三十七条第二項の規定は、この法律の施行後に締結された連鎖販売契約について適用し、この法律の施行前に締結された連鎖販売契約については、なお従前の例による。

(6) The provision of Article 37, paragraph (2) of the New Specified Commercial Transaction Act shall apply to a Multilevel Marketing Contract that is concluded after the enforcement of this Act, but with regard to a Multilevel Marketing Contract that was concluded prior to the enforcement of this Act, the provisions then in force shall remain applicable.

7 新特定商取引法第四十条、第四十八条及び第五十八条の規定は、この法律の施行後に締結された連鎖販売契約、特定継続的役務提供契約若しくは特定権利販売契約又は業務提供誘引販売契約について適用し、この法律の施行前に締結された連鎖販売契約、特定継続的役務提供契約若しくは特定権利販売契約又は業務提供誘引販売契約については、なお従前の例による。

(7) The provisions of Articles 40, 48, and 58 of the New Specified Commercial Transaction Act shall apply to a Multilevel Marketing Contract, a Specified Continuous Service Contract or a Sales Contract for Specified Rights, or a Business Opportunity Sales Contract that was concluded after the enforcement of this Act, but with regard to a Multilevel Marketing Contract, a Specified Continuous Service Contract or a Sales Contract for Specified Rights, or a Business Opportunity Sales Contract concluded prior to the enforcement of this Act, the provisions then in force shall remain applicable.

8 新特定商取引法第四十条の二の規定は、この法律の施行前に締結された連鎖販売契約については、適用しない。

(8) The provision of Article 40-2 of the New Specified Commercial Transaction Act shall not apply to a Multilevel Marketing Contract that was concluded prior to the enforcement of this Act.

9 新特定商取引法第五十条第二項の規定は、この法律の施行後に解除された特定継続

的役務提供契約、特定権利販売契約又は特定商取引に関する法律第四十八条第二項に規定する関連商品販売契約（以下単に「関連商品販売契約」という。）について適用し、この法律の施行前に解除された特定継続的役務提供契約、特定権利販売契約又は関連商品販売契約については、なお従前の例による。

(9) The provision of Article 50, paragraph (2) of the New Specified Commercial Transaction Act shall apply to a Specified Continuous Service Contract, a Sales Contract for Specified Rights, or a Sales Contract for Related Goods prescribed in Article 48, paragraph (2) of the Act on Specified Commercial Transactions (hereinafter simply referred to as a "Sales Contract for Related Goods") that is canceled after the enforcement of this Act, but with regard to a Specified Continuous Service Contract, a Sales Contract for Specified Rights, or a Sales Contract for Related Goods that was canceled prior to the enforcement of this Act, the provisions then in force shall remain applicable.

10 新特定商取引法第五十八条の三の規定は、この法律の施行前に締結された業務提供誘引販売契約については、適用しない。

(10) The provision of Article 58-3 of the New Specified Commercial Transactions shall not apply to a Business Opportunity Sales Contract that was concluded prior to the enforcement of this Act.

(政令への委任)

(Delegation to Cabinet Order)

第四条 前二条に定めるもののほか、この法律の施行に関して必要な経過措置は、政令で定める。

Article 4 In addition to what is provided for in the preceding two Articles, the transitional measures necessary for enforcement of this Act shall be provided for by Cabinet Order.

(検討)

(Review)

第五条 政府は、この法律の施行後五年を目途として、国民の日常生活に係る商取引に関する事情その他の経済的社会的環境の変化に応じ、新特定商取引法の規定に検討を加え、その結果に基づいて必要な措置を講ずるものとする。

Article 5 The government shall, after approximately five years from the enforcement of this Act, review the provisions of the New Specified Commercial Transaction Act according to the changes in the situation of commercial transactions that arise during the daily lives of citizens and any other economic and social conditions, and take necessary measures based on the results of the review.

附 則 〔平成十八年六月二日法律第五十号〕 〔抄〕

Supplementary Provisions [Act No. 50 of June 2, 2006] [Extract]

(施行期日)

(Effective Date)

1 この法律は、一般社団・財団法人法の施行の日から施行する。

(1) This Act shall come into effect as of the day of enforcement of the Act on General Incorporated Associations and General Incorporated Foundations.

(調整規定)

(Adjustment Provisions)

2 犯罪の国際化及び組織化並びに情報処理の高度化に対処するための刑法等の一部を改正する法律（平成十八年法律第 号）の施行の日が施行日後となる場合には、施行日から同法の施行の日の前日までの間における組織的な犯罪の処罰及び犯罪収益の規制等に関する法律（平成十一年法律第百三十六号。次項において「組織的犯罪処罰法」という。）別表第六十二号の規定の適用については、同号中「中間法人法（平成十三年法律第四十九号）第百五十七条（理事等の特別背任）の罪」とあるのは、「一般社団法人及び一般財団法人に関する法律（平成十八年法律第四十八号）第三百三十四条（理事等の特別背任）の罪」とする。

(2) Where the day of enforcement of the Act for Partial Revision of the Penal Code, etc. to Respond to Increase in International and Organized Crimes and Advancement of Information Processing (Act No. xxx of 2008) comes after the effective date, with regard to the application of the provisions of item (lxii) of the appended table of the Act on Punishment of Organized Crimes and Control of Crime Proceeds (Act No. 36 of 1999; referred to as the "Organized Crime Punishment Act" in the following paragraph) during the period from the effective date until the day immediately preceding the day of enforcement of said Act for Partial Revision, the phrase "offense set forth in Article 157 (Special breach of trust by directors, etc.) of the Intermediate Juridical Person Act (Act No. 49 of 2001)" in said item is deemed to be replaced with "offense set forth in Article 334 (Special breach of trust by directors, etc.) of the Act on General Incorporated Associations and General Incorporated Foundations (Act No. 48 of 2006)."

3 前項に規定するもののほか、同項の場合において、犯罪の国際化及び組織化並びに情報処理の高度化に対処するための刑法等の一部を改正する法律の施行の日の前日までの間における組織的犯罪処罰法の規定の適用については、第四百五十七条の規定によりなお従前の例によることとされている場合における旧中間法人法第百五十七条（理事等の特別背任）の罪は、組織的犯罪処罰法別表第六十二号に掲げる罪とみなす。

(3) In addition to what is provided for in the preceding paragraph, in the case referred to in said paragraph, with regard to the application of the provisions of the Organized Crime Punishment Act for the period until the day immediately preceding the day of enforcement of the Act for Partial Revision of the Penal Code, etc. to Respond to Increase in International and Organized

Crimes and Advancement of Information Processing, the offense set forth in Article 157 (Special breach of trust by directors, etc.) of the Old Intermediate Juridical Person Act where the provisions then in force shall remain applicable pursuant to the provisions of Article 457 is deemed to be the offense set forth in item (lxii) of the appended table of the Organized Crime Punishment Act.

附 則 〔平成二十年五月二日法律第二十九号〕〔抄〕

Supplementary Provisions [Act No. 29 of May 2, 2008] [Extract]

(施行期日)

(Effective Date)

1 この法律は、平成二十一年四月一日から施行する。ただし、第二条及び第四条の規定は、特定商取引に関する法律及び割賦販売法の一部を改正する法律（平成二十年法律第七十四号）の施行の日から施行する。

(1) This Act shall come into effect as of April 1, 2009; provided, however, that the provisions of Articles 2 and 4 shall come into effect as from the day of enforcement of the Act for Partial Revision of the Act on Specified Commercial Transactions and the Installment Sales Act (Act No. 74 of 2008).

附 則 〔平成二十年六月十八日法律第七十四号〕〔抄〕

Supplementary Provisions [Act No. 74 of June 18, 2008] [Extract]

(施行期日)

(Effective Date)

第一条 この法律は、公布の日から起算して一年六月を超えない範囲内において政令で定める日から施行する。ただし、次の各号に掲げる規定は、当該各号に定める日から施行する。

Article 1 This Act shall come into effect as of the date specified by a Cabinet Order within a period not exceeding one year and six months from the date of promulgation; provided, however, that the provisions listed in the following items shall come into effect as of the dates specified respectively in those items:

一 附則第四条第十一項及び第十二項並びに附則第五条第二十九項の規定 公布の日

(i) the provisions of Article 4, paragraphs (11) and (12) of the Supplementary Provisions and Article 5, paragraph (29) of the Supplementary Provisions- the day of promulgation;

二 第一条及び附則第三条の規定 公布の日から起算して六月を超えない範囲内において政令で定める日

(ii) the provisions of Article 1 of this Act and Article 3 of the Supplementary Provisions- the date specified by a Cabinet Order within a period not exceeding six months from the date of promulgation;

三 第四条の規定 公布の日から起算して二年六月を超えない範囲内において政令で定める日

(iii) the provisions of Article 4 of this Act- the date specified by a Cabinet Order within a period not exceeding two years and six months from the date of promulgation; and

四 附則第十一条の規定 貸金業の規制等に関する法律等の一部を改正する法律（平成十八年法律第百十五号）附則第一条第三号に掲げる規定の施行の日又はこの法律の施行の日のいずれか遅い日

(iv) the provisions of Article 11 of the Supplementary Provisions- the day of enforcement of the provisions set forth in Article 1, item (iii) of the Supplementary Provisions of the Act for Partial Revision of the Act on Regulation of Loan Business (Act No. 115 of 2006) or the day of enforcement of this Act, whichever is later.

（特定商取引に関する法律の一部改正に伴う経過措置）

(Transitional Measures in Connection with the Partial Revision of the Act on Specified Commercial Transactions)

第三条 附則第一条第二号に掲げる規定の施行の際既に第一条の規定による改正後の特定商取引に関する法律（以下この条において「第二号新特定商取引法」という。）第十二条の三第一項第一号に規定する通信販売電子メール広告、第二号新特定商取引法第三十六条の三第一項第一号に規定する連鎖販売取引電子メール広告又は第二号新特定商取引法第五十四条の三第一項第一号に規定する業務提供誘引販売取引電子メール広告（以下この条において「通信販売電子メール広告等」という。）に相当するものをするにつきその相手方から受けている請求又はその相手方から得ている承諾は、通信販売電子メール広告等をするにつきその相手方から受けた請求又はその相手方から得た承諾とみなす。

Article 3 (1) A request that has already been received from an advertising target or consent that has already been obtained from an advertising target as of the time of enforcement of the provisions set forth in Article 1, item (ii) of the Supplementary Provisions with regard to sending said advertising target the equivalent of E-mail That Advertises Mail Order Sales prescribed in Article 12-3, paragraph (1), item (i) of the Act on Specified Commercial Transactions as revised by the provisions of Article 1 (hereinafter referred to as the "Item (ii) New Specified Commercial Transactions Act" in this Article), E-mail That Advertises Multilevel Marketing Transactions prescribed in Article 36-3, paragraph (1), item (i) of the Item (ii) New Specified Commercial Transactions Act, or E-mail That Advertises Business Opportunity Sales Transactions prescribed in Article 54-3, paragraph (1), item (i) of the Item (ii) New Specified Commercial Transactions Act (hereinafter collectively referred to as "E-mail That Advertises Mail Order Sales, etc." in this Article), shall be deemed to be a request that was received from an advertising target or consent that was

obtained from an advertising target with regard to sending said advertising target E-mail That Advertises Mail Order Sales, etc.

2 附則第一条第二号に掲げる規定の施行の際既にされている意思の表示であつて、通信販売電子メール広告等に相当するものの提供を受けない旨のものは、第二号新特定商取引法第十二条の三第二項（第二号新特定商取引法第十二条の四第二項において準用する場合を含む。）、第三十六条の三第二項（第二号新特定商取引法第三十六条の四第二項において準用する場合を含む。）又は第五十四条の三第二項（第二号新特定商取引法第五十四条の四第二項において準用する場合を含む。）に規定する意思の表示とみなす。

(2) A manifestation of intention through which a person has already indicated his/her unwillingness to receive the equivalent of E-mail That Advertises Mail Order Sales, etc. as of the time of enforcement of the provisions set forth in Article 1, item (ii) of the Supplementary Provisions shall be deemed to be the manifestation of intention prescribed in Article 12-3, paragraph (2) of the Item (ii) New Specified Commercial Transactions Act (including where it is applied mutatis mutandis pursuant to Article 12-4, paragraph (2) of the Item (ii) New Specified Commercial Transactions Act), Article 36-3, paragraph (2) of the Item (ii) New Specified Commercial Transactions Act (including where it is applied mutatis mutandis pursuant to Article 36-4, paragraph (2) of the Item (ii) New Specified Commercial Transactions Act), or Article 54-3, paragraph (2) of the Item (ii) New Specified Commercial Transactions Act (including where it is applied mutatis mutandis pursuant to Article 54-4, paragraph (2) of the Item (ii) New Specified Commercial Transactions Act).

3 第二号新特定商取引法第十二条の三第三項（第二号新特定商取引法第十二条の四第二項において読み替えて準用する場合を含む。）、第三十六条の三第三項（第二号新特定商取引法第三十六条の四第二項において読み替えて準用する場合を含む。）及び第五十四条の三第三項（第二号新特定商取引法第五十四条の四第二項において読み替えて準用する場合を含む。）の規定は、附則第一条第二号に掲げる規定の施行の日前に通信販売電子メール広告等に相当するものをするにつきその相手方から受けた請求又はその相手方から得た承諾に基づく通信販売電子メール広告等については、適用しない。

(3) The provisions of Article 12-3, paragraph (3) of the Item (ii) New Specified Commercial Transactions Act (including where it is applied mutatis mutandis by replacing the terms pursuant to Article 12-4, paragraph (2) of the Item (ii) New Specified Commercial Transactions Act), Article 36-3, paragraph (3) of the Item (ii) New Specified Commercial Transactions Act (including where it is applied mutatis mutandis by replacing the terms pursuant to Article 36-4, paragraph (2) of the Item (ii) New Specified Commercial Transactions Act), or Article 54-3, paragraph (3) of the Item (ii) New Specified Commercial Transactions Act (including where it is applied mutatis mutandis pursuant to Article 54-4, paragraph (2) of the Item (ii) New Specified Commercial

Transactions Act) shall not apply to E-mail That Advertises Mail Order Sales, etc. that is sent based on a request that was received from an advertising target or consent that was obtained from an advertising target prior to the day of enforcement of the provisions set forth in Article 1, item (ii) of the Supplementary Provisions with regard to sending said advertising target the equivalent of E-mail That Advertises Mail Order Sales, etc. .

第四条 第二条の規定による改正後の特定商取引に関する法律（以下この条において「新特定商取引法」という。）第四条及び第十八条の規定は、この法律の施行後に販売業者又は役務提供事業者が受けた売買契約又は役務提供契約の申込みについて適用し、この法律の施行前に販売業者又は役務提供事業者が受けた第二条の規定による改正前の特定商取引に関する法律第二条第四項に規定する指定商品若しくは指定権利又は指定役務（以下「特定指定商品等」という。）の売買契約又は役務提供契約の申込みについては、なお従前の例による。

Article 4 (1) The provisions of Articles 4 and 18 of the Act on Specified Commercial Transactions as revised by the provisions of Article 2 (hereinafter referred to as the "New Specified Commercial Transactions Act" in this Article) shall apply to an offer for a sales contract or Service Contract that a seller or Service Provider receives after the enforcement of this Act, but with regard to an offer for a sales contract or Service Contract for any Designated Goods, Designated Rights, or Designated Services (hereinafter referred to as "Specified Designated Goods, etc.") prescribed in Article 2, paragraph (4) of the Act on Specified Commercial Transactions before its revision by the provisions of Article 2, that a seller or Service Provider has received prior to the enforcement of this Act, the provisions then in force shall remain applicable.

2 新特定商取引法第五条及び第十九条の規定は、この法律の施行後に締結された売買契約又は役務提供契約について適用し、この法律の施行前に締結された特定指定商品等の売買契約又は役務提供契約については、なお従前の例による。

(2) The provisions of Articles 5 and 19 of the New Specified Commercial Transactions Act shall apply to a sales contract or Service Contract that is concluded after the enforcement of this Act, but with regard to a sales contract or Service Contract for Specified Designated Goods, etc. that was concluded prior to the enforcement of this Act, the provisions then in force shall remain applicable.

3 新特定商取引法第九条及び第二十四条の規定は、この法律の施行後に販売業者若しくは役務提供事業者が受けた売買契約若しくは役務提供契約の申込み又はこの法律の施行後に締結された売買契約若しくは役務提供契約（この法律の施行前にその申込みを受けたものを除く。）について適用し、この法律の施行前に販売業者若しくは役務提供事業者が受けた特定指定商品等の売買契約若しくは役務提供契約の申込み若しくはその申込みに係る売買契約若しくは役務提供契約がこの法律の施行後に締結された場合におけるその売買契約若しくは役務提供契約又はこの法律の施行前に締結された

特定指定商品等の売買契約若しくは役務提供契約については、なお従前の例による。

(3) The provisions of Articles 9 and 24 of the New Specified Commercial Transactions Act shall apply to an offer for a sales contract or Service Contract that a seller or Service Provider receives after the enforcement of this Act and to a sales contract or Service Contract that is concluded after the enforcement of this Act (excluding any contract for which the seller or Service Provider received an offer prior to the enforcement of this Act), but with regard to an offer for a sales contract or Service Contract that a seller or Service Provider received prior to the enforcement of this Act, a sales contract or Service Contract arising from such an offer and that was concluded after the enforcement of this Act, or a sales contract or Service Contract that was concluded prior to the enforcement of this Act, the provisions then in force shall remain applicable.

4 新特定商取引法第九条の二の規定は、この法律の施行前に販売業者若しくは役務提供事業者が受けた売買契約若しくは役務提供契約の申込み若しくはその申込みに係る売買契約若しくは役務提供契約がこの法律の施行後に締結された場合におけるその売買契約若しくは役務提供契約又はこの法律の施行前に締結された売買契約若しくは役務提供契約については、適用しない。

(4) The provisions of Article 9-2 of the New Specified Commercial Transactions Act shall not apply to an offer for a sales contract or Service Contract that a seller or Service Provider received prior to the enforcement of this Act, any sales contract or Service Contract arising from such an offer that is concluded after the enforcement of this Act, or a sales contract or Service Contract that was concluded prior to the enforcement of this Act.

5 新特定商取引法第十条及び第二十五条の規定は、この法律の施行前に締結された売買契約又は役務提供契約（特定指定商品等に係るものを除く。）については、適用しない。

(5) The provisions of Articles 10 and 25 of the New Specified Commercial Transactions Act shall not apply to a sales contract or Service Contract (excluding one for Specified Designated Goods, etc.) that was concluded prior to the enforcement of this Act.

6 この法律の施行の際既に新特定商取引法第十二条の三第一項第一号に規定する通信販売電子メール広告（特定指定商品等に係るものを除く。）をすることにつきその相手方から受けている請求又はその相手方から得ている承諾は、通信販売電子メール広告をすることにつきその相手方から受けた請求又はその相手方から得た承諾とみなす。

(6) A request that has already been received from an advertising target or consent that has already been obtained from an advertising target as of the time of enforcement of this Act with regard to sending said advertising target E-mail That Advertises Mail Order Sales prescribed in Article 12-3, paragraph (1), item (i) of the New Specified Commercial Transactions Act (excluding e-mail that advertises Specified Designated Goods, etc.) shall be deemed to be a

request that was received from an advertising target or consent that was obtained from an advertising target with regard to sending said advertising target E-mail That Advertises Mail Order Sales.

7 この法律の施行の際既にされている意思の表示であつて、新特定商取引法第十二条の三第一項第一号に規定する通信販売電子メール広告（特定指定商品等に係るものを除く。）の提供を受けない旨のものは、同条第二項（新特定商取引法第十二条の四第二項において準用する場合を含む。）に規定する意思の表示とみなす。

(7) A person's intention not to receive E-mail That Advertises Mail Order Sales prescribed in Article 12-3, paragraph (1), item (i) of the New Specified Commercial Transactions Act (excluding that pertaining to Specified Designated Goods, etc.) that he/she has already manifested at the time of enforcement of this Act shall be deemed to be an intention that he/she manifested pursuant to paragraph (2) of the same Article (including where it is applied mutatis mutandis pursuant to Article 12-4, paragraph (2) of the New Specified Commercial Transactions Act).

8 新特定商取引法第十二条の三第三項（新特定商取引法第十二条の四第二項において読み替えて準用する場合を含む。）の規定は、この法律の施行の日前に新特定商取引法第十二条の三第一項第一号に規定する通信販売電子メール広告（特定指定商品等に係るものを除く。）をすることにつきその相手方から受けた請求又はその相手方から得た承諾に基づく通信販売電子メール広告については、適用しない。

(8) The provisions of Article 12-3, paragraph (3) of the New Specified Commercial Transactions Act (including where it is applied mutatis mutandis by replacing the terms pursuant to Article 12-4, paragraph (2) of the New Specified Commercial Transactions Act) shall not apply to E-mail That Advertises Mail Order Sales that is sent based on a request that was received from an advertising target or consent that was obtained from an advertising target with regard to sending said advertising target E-mail That Advertises Mail Order Sales (excluding e-mail advertising related to Specified Designated Goods, etc.) prescribed in Article 12-3, paragraph (1), item (i) of the New Specified Commercial Transactions Act prior to the day of enforcement of this Act.

9 新特定商取引法第十三条及び第二十条の規定は、この法律の施行前に販売業者又は役務提供事業者が受けた売買契約又は役務提供契約の申込み（特定指定商品等に係るものを除く。）については、適用しない。

(9) The provisions of Articles 13 and 20 of the New Specified Commercial Transactions Act shall not apply to an offer for a sales contract or Service Contract (excluding one for Specified Designated Goods, etc.) that a seller or Service Provider received prior to the enforcement of this Act.

10 新特定商取引法第十五条の二の規定は、この法律の施行前に販売業者が受けた売買契約の申込み若しくはその申込みに係る売買契約がこの法律の施行後に締結された場合におけるその売買契約又はこの法律の施行前に締結された売買契約については、

適用しない。

(10) The provisions of Article 15-2 of the New Specified Commercial Transactions Act shall not apply to an offer for a sales contract that a seller received prior to the enforcement of this Act, to a sales contract arising from such an offer that was concluded after the enforcement of this Act, or to a sales contract that was concluded prior to the enforcement of this Act.

1 1 新特定商取引法第六十七条第一項第五号に定める主務大臣は、この法律の施行の日前においても新特定商取引法第二十六条第一項第八号ニ、第二項、第三項各号、第四項第一号若しくは第二号、第五項第二号又は第六項第二号の政令の制定の立案のために消費経済審議会に諮問することができる。

(11) The competent minister specified in Article 67, paragraph (1), item (v) of the New Specified Commercial Transactions Act may, even prior to the day of enforcement of this Act, consult with the Consumer Affairs Council for the purpose of planning the enactment of the Cabinet Order set forth in Article 26, paragraph (1), item (viii)(d) of the New Specified Commercial Transactions Act, paragraph (2) of the same Article, the items of paragraph (3) of the same Article, paragraph (4), item (i) or (ii) of the same Article, paragraph (5), item (ii) of the same Article, or paragraph (6), item (ii) of the same Article.

1 2 経済産業大臣は、この法律の施行の日前においても新特定商取引法第二十六条第四項第三号又は第六項第一号の政令の制定の立案のために消費経済審議会に諮問することができる。

(12) The Minister of Economy, Trade and Industry may, even prior to the day of enforcement of this Act, consult with the Consumer Affairs Council for the purpose of planning the enactment of the Cabinet Order set forth in Article 26, paragraph (4), item (iii) of the New Specified Commercial Transactions Act or paragraph (6), item (i) of the same Article.

1 3 この法律の施行の際現にその名称又は商号中に、訪問販売協会若しくは訪問販売協会会員又は通信販売協会若しくは通信販売協会会員であると誤認されるおそれのある文字を用いている者については、新特定商取引法第二十八条及び第三十一条の規定は、この法律の施行後六月間は、適用しない。

(13) With regard to a person who already uses words in his/her name or trade name that will likely cause him/her to be mistaken for a Door-to-Door Sales Association or Door-to-Door Sales Association member or for a Mail Order Sales Association or Mail Order Sales Association member, the provisions of Articles 28 and 31 of the New Specified Commercial Transactions Act shall not apply for six months after the enforcement of this Act.

(罰則に関する経過措置)

(Transitional Measures Concerning Penal Provisions)

第六条 この法律の施行前にした行為及び前二条の規定によりなお従前の例によることとされる場合におけるこの法律の施行後にした行為に対する罰則の適用については、

なお従前の例による。

Article 6 With regard to the application of the penal provisions to conduct engaged in prior to the enforcement of this Act and to conduct engaged in after the enforcement of this Act where the provisions before the enforcement of this Act are to remain applicable pursuant to the provisions of the preceding two Articles, the provisions before the enforcement of this Act shall remain applicable.

(政令への委任)

(Delegation to Cabinet Order)

第七条 附則第三条から前条までに規定するもののほか、この法律の施行に伴い必要な経過措置（罰則に関する経過措置を含む。）は、政令で定める。

Article 7 In addition to what is provided for from Article 3 of the Supplementary Provisions to the preceding Article, any transitional measures (including those concerning penal provisions) necessary for enforcement of this Act shall be provided for by Cabinet Order.

(検討)

(Review)

第八条 政府は、この法律の施行後五年を経過した場合において、この法律による改正後の特定商取引に関する法律及び割賦販売法の規定の施行の状況について検討を加え、必要があると認めるときは、その結果に基づいて所要の措置を講ずるものとする。

Article 8 The government shall, when five years have passed since the enforcement of this Act, review the status of enforcement of the provisions of the Act on Specified Commercial Transactions and the Installment Sales Act as revised by this Act, and if it finds it to be necessary, take required measures based on the results of its review.

附 則 〔平成二十一年六月五日法律第四十九号〕 〔抄〕

Supplementary Provisions [Act No. 49 of June 5, 2009] [Extract]

(施行期日)

(Effective Date)

第一条 この法律は、消費者庁及び消費者委員会設置法（平成二十一年法律第四十八号）の施行の日から施行する。ただし、次の各号に掲げる規定は、当該各号に定める日から施行する。

Article 1 This Act shall come into effect as of the day of enforcement of the Act for Establishment of the Consumer Affairs Agency and the Consumer Commission (Act No. 48 of 2009); provided, however, that the provisions listed in the following items shall come into effect as of the dates specified respectively in those items:

一 附則第九条の規定 この法律の公布の日

(i) the provisions of Article 9 of the Supplementary Provisions: the day of the promulgation of this Act;

(罰則の適用に関する経過措置)

(Transitional Measures Concerning the Application of Penal Provision)

第八条 この法律の施行前にした行為及びこの法律の附則においてなお従前の例によることとされる場合におけるこの法律の施行後にした行為に対する罰則の適用については、なお従前の例による。

Article 8 With regard to the application of the penal provisions to conduct engaged in prior to the enforcement of this Act and to conduct engaged in after the enforcement of this Act where the provisions before the enforcement of this Act are to remain applicable pursuant to the provisions of the Supplementary Provisions of this Act, the provisions before the enforcement of this Act shall remain applicable.

(政令への委任)

(Delegation to Cabinet Order)

第九条 附則第二条から前条までに定めるもののほか、この法律の施行に関し必要な経過措置（罰則に関する経過措置を含む。）は、政令で定める。

Article 9 In addition to what is provided for from Article 2 of the Supplementary Provisions to the preceding Article, any transitional measures (including those concerning penal provisions) necessary for the enforcement of this Act shall be specified by Cabinet Order.