

# 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)

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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、業務提供誘引販売取引並びに訪問購入に係る取引をいう。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 and others and ensure that the distribution of things such as goods and the provision of services is appropriate and smooth by ensuring fairness in specified commercial transactions (meaning transactions connected with door-to-door sales, mail order sales, and telemarketing sales; multilevel marketing transactions; transactions connected with the provision of specified continuous services; business opportunity sales transactions; and transactions connected with door-to-door purchases; the same applies hereinafter) and preventing damage that may be caused to purchasers and others, 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

第二条 この章及び第五十八条の十八第一項において「訪問販売」とは、次に掲げるものをいう。

Article 2 (1) The term "door-to-door sale" as used in this Chapter and in Article 58-18, 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特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) a sale of goods or specified rights or the provision of services that a seller or a person engaged in the business of providing the services (hereinafter referred to as a "service provider") undertakes after having received an offer for a sales contract or for a contract to provide services in exchange for payment (hereinafter referred to as a "service contract"), or after having entered into a sales contract or a service contract, at a place other than a

business office, agency office, or any other place specified by order of the competent ministry (hereinafter referred to as an "office or other such location"); 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特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) a sale of goods or specified rights or the provision of services that a seller or a service provider undertakes after having received an offer for a sales contract or a service contract at an office or other such location from a person whom the seller or the service provider has stopped at a place other than an office or other such location and taken along with them to an office or other such location, or from a person whom the seller or the service provider has induced away from a place that is not an office or other such location by any other means specified by Cabinet Order (such a person is hereinafter referred to as a "specified customer"), or that a seller or a service provider undertakes after having entered into a sales contract or a service contract at an office or other such location with a specified customer.

2 この章及び第五十八条の十九において「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特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 sale" as used in this Chapter and in Article 58-19 means a sale of goods or specified rights or the provision of services that a seller or a service provider undertakes after having received an offer for a sales contract or a service contract by postal mail or other means specified by order of the competent ministry (hereinafter referred to as "postal mail or a similar means"), and that does not fall under the category of telemarketing sales.

3 この章及び第五十八条の二十第一項において「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特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 sale" as used in this Chapter and in Article 58-20, paragraph (1) means a sale of goods or specified rights or the provision of services that the seller or the service provider undertakes after having telephoned a person or caused a person to telephone the seller or the service

provider by a means specified by Cabinet Order, during which telephone call the seller or the service provider has solicited the person to enter into a sales contract or a service contract (hereinafter referred to as an "act of telemarketing"), due to which the seller or service provider received the relevant offer of a sales contract or a service contract from the solicited person (hereinafter referred to as a "telemarketing target") by postal mail or a similar means, or due to which the seller or the service provider entered into such a sales contract or a service contract with the telemarketing target via postal mail or a similar means

4 この章並びに第五十八条の十九及び第六十七条第一項において「特定権利」とは、次に掲げる権利をいう。

(4) The term "specified right" as used in this Chapter and in Article 58-19 and Article 67, paragraph (1) means the following rights:

一 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

(i) the right to use a facility or to receive a service, which is sold in a transaction connected with people's daily lives, and which is specified by Cabinet Order;

二 社債その他の金銭債権

(ii) a corporate bond or other monetary claim; and

三 株式会社の株式、合同会社、合名会社若しくは合資会社の社員の持分若しくはその他の社団法人の社員権又は外国法人の社員権でこれらの権利の性質を有するもの

(iii) a share in a stock company; the equity interest of a member of a limited liability company, general partnership company, or limited partnership company; a membership right in any other incorporated association; or a membership right in a foreign corporation that has the characteristics of any of the foregoing rights.

## 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 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, the seller or the service provider must clearly indicate to the other party, prior to solicitation, the name of the seller or the service provider, the fact that the purpose is to solicit the person to enter into a sales contract or a service

contract, and the type of goods, rights, or services connected with the 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 on Soliciting the Business of a Person Who Has Indicated an Unwillingness to Enter Into a Contract)**

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 a door-to-door sale, the seller or the service provider must endeavor to confirm that the other party 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) It is prohibited for a seller or service provider to solicit a person to enter into a sales contract or service contract connected with a door-to-door sale if that person has indicated an unwillingness to enter into 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特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特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 specified rights or an offer for a service contract for services at a place other than an office or other such location, or has received an offer for a sales contract for goods or specified rights or an offer for a service contract for services at an office or other such location from a specified customer, the seller or the service provider, pursuant to the provisions of order of the competent ministry, must immediately deliver a document to the person who made the offer, giving the details of the offer with respect to the following information; provided, however, that this does not apply if the seller or the service provider enters into 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 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 sales 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 and method of payment of 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 timing of the delivery of the goods, the timing of the transfer of the rights, or the timing of the provision of the services;
- 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（第二十六条第二項、第四項又は第五項の規定の適用がある場合にあっては、当該各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 canceling the sales contract or the service contract under the provisions of Article 9, paragraph (1) (including information under the provisions of paragraphs (2) through (7) of that Article (when the provisions of Article 26, paragraph (2), (4) or (5) apply, this includes information under the provisions of those paragraphs)); 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) information specified by order of the competent ministry, beyond what is set forth in the preceding items.

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) Except as prescribed in the following paragraph, if a seller or a service provider falls under one of the following items, the seller or the service provider must deliver a document to the purchaser or the service recipient that clarifies the details of the sales contract or the service contract with respect to the information referred to in each item of the preceding Article (with respect to the information referred to in item (v) of that Article, this is limited to information about the cancellation of the sales contract or the service contract) without delay (or immediately, in the case prescribed in the proviso to that Article), pursuant to the provisions of order of the competent ministry:

- 一 営業所等以外の場所において、商品若しくは特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) the seller or the service provider has entered into a sales contract for goods or specified rights or a service contract for services at a place other than an office or other such location (this excludes if the seller or the service provider received the offer at an office or other such location, from a customer who is not a specified customer, and entered into the sales contract or the service contract at a place other than an office or other such location);

二 営業所等以外の場所において商品若しくは特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) the seller or the service provider has received an offer for a sales contract for goods or specified rights or a service contract for services at a place other than an office or other such location and entered into the sales contract or the service contract at an office or other such location; and

三 営業所等において、特定顧客と商品若しくは特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) the seller or the service provider has entered into a sales contract for goods or specified rights or a service contract for services at an office or other such location 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、若しくは特定権利を移転し、又は役務を提供し、かつ、商品若しくは特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) If a seller or a service provider falls under one of the items of the preceding paragraph and, upon entering into a sales contract or a service contract, the seller or the service provider delivers the goods, transfers the specified rights, or provides the services and receives the total amount of the charges for the goods or specified rights or the consideration for the services, the seller or the service provider, pursuant to the provisions of order of the competent ministry, must immediately deliver to the purchaser or the service recipient a document giving the information referred to in items (i) and (ii) of the preceding Article, the portion of the information referred to in item (v) of that Article that is about canceling the sales contract or the service contract, and any other information specified by order 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) It is prohibited for a seller or service provider to misrepresent the following information, either in soliciting a person to enter into a sales contract or service contract connected with a door-to-door sale, or in order to prevent the withdrawal of an offer for a sales contract or service contract connected with a door-to-door sale or 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, or other similar information specified by order 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 sales 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 or method of payment of 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 timing of the delivery of the goods, the timing of the transfer of the rights, or the timing of the provision of the services;

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（第二十六条第二項、第四項又は第五項の規定の適用がある場合にあつては、当該各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 canceling the sales contract or the service contract (including information under the provisions of Article 9, paragraphs (1) through (7) (when the provisions of Article 26, paragraph (2), (4) or (5) apply, this includes information under the provisions of the paragraphs));

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 enter into 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、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) beyond what is set forth in the preceding items, any material information about the sales contract or the service contract that would affect the decision of the customer, the purchaser, or the 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) It is prohibited for a seller or service provider to intentionally fail to disclose facts with respect to the information listed in items (i) through (v) of the preceding paragraph in soliciting a person to enter into a sales contract or service contract connected with a door-to-door sale.

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) It is prohibited for a seller or service provider to use intimidation to overwhelm a person in order to cause that person to enter into a sales contract or service contract connected with a door-to-door sale, in order to prevent the person from withdrawing an offer for a sales contract or service contract connected with a door-to-door sale, or in order to prevent the person 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) It is prohibited for a seller or service provider to solicit a person whom the seller or the service provider has stopped and taken along with them or whom the seller or the service provider has induced away from a place that is not an office or other such location by any other means specified by Cabinet Order, to enter into a sales contract or service contract connected with a door-to-door sale other than in a place into and out of which the general public comes and goes, without first having informed the person that the purpose for doing so is to solicit the person to enter into such a sales contract or a 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、次条第一項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 On finding that it is necessary to do so in order to determine whether a seller or a service provider has misrepresented the information prescribed in paragraph (1), item (i) of the preceding Article, the competent minister may ask the seller or the service provider to submit materials showing reasonable grounds to support the information conveyed to the other party, within a

specified period. To apply the provisions of paragraph (1) of the following Article and Article 8, paragraph (1) in such a case, if the seller or the service provider fails to submit those materials, the seller or the service provider is deemed to have misrepresented the information prescribed in that item.

(指示等)

(Instructions)

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、当該違反又は当該行為の是正のための措置、購入者又は役務の提供を受ける者の利益の保護を図るための措置その他の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 (1) If 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, and the competent minister finds that the conduct is likely to prejudice the fairness of a transaction connected with a door-to-door sale and the interests of the purchaser or the service recipient, the competent minister may instruct the seller or the service provider to take measures to correct the violation or conduct, measures to protect the interests of the purchaser or the service recipient, and any other 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 the performance of all or part of the obligations under a sales contract or service contract connected with a door-to-door sale or the obligations arising due to the cancellation of a sales contract or service contract connected with a door-to-door sale;

二 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、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 a service contract that would affect the decision of the customer (excluding the information listed in Article 6, paragraph (1), items (i) through (v)) in soliciting a person to enter into a sales contract or service contract connected with a door-to-door sale;

三 訪問販売に係る売買契約又は役務提供契約の申込みの撤回又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につき、故意に事実を告げないこと。

(iii) intentionally failing to disclose any material information about a sales contract or service contract connected with a door-to-door sale that would affect the decision of the customer, the purchaser, or the service recipient in order to prevent the withdrawal of an offer for such a sales contract or service contract or the cancellation of such a contract;

四 正当な理由がないのに訪問販売に係る売買契約又は役務提供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若しくは特定権利（第二条第四項第一号に掲げるものに限る。）の売買契約又は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

(iv) soliciting a person, without reasonable grounds, to enter into a sales contract or service contract connected with a door-to-door sale for goods or specified rights (limited to those set forth in Article 2, paragraph (4), item (i)) of a quantity that considerably exceeds what is normally required in daily life or for a service whose frequency, period, or quantity considerably exceeds what is normally required in daily life, or any other conduct specified by order of the competent ministry as conduct that is found to be inappropriate in light of the customer's financial status; and

五 前各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

(v) beyond as set forth in the preceding items, conduct in connection with a door-to-door sale that is specified by order of the competent ministry as being likely to prejudice the fairness of a transaction connected with a door-to-door sale and the interests of the purchaser or the service recipient.

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

(2) Having given an instruction under the provisions of the preceding paragraph, the competent minister must issue a public announcement to that effect.

(業務の停止等)

(Suspension of Business)

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第一項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、二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。この場合において、主務大臣は、その販売業者又は役務提供事業者が個人である場合にあつては、その者に対して、当該停止を命ずる期間

と同一の期間を定めて、当該停止を命ずる範囲の業務を営む法人（人格のない社団又は財団で代表者又は管理人の定めのあるものを含む。以下同じ。）の当該業務を担当する役員（業務を執行する社員、取締役、執行役、代表者、管理人又はこれらに準ずる者をいい、相談役、顧問その他いかなる名称を有する者であるかを問わず、法人に対し業務を執行する社員、取締役、執行役、代表者、管理人又はこれらに準ずる者と同等以上の支配力を有するものと認められる者を含む。以下同じ。）となることの禁止を併せて命ずることができる。

Article 8 (1) If a seller or a service provider has violated any of the provisions of Article 3, Article 3-2, paragraph (2), or Articles 4 to 6 or has engaged in any of the conduct listed in the items of paragraph (1) of the preceding Article, and the competent minister finds that the conduct is likely to significantly prejudice the fairness of a transaction connected with a door-to-door sale and the interests of the purchaser or the service recipient or the seller or the service provider fails to follow the instructions under the provisions of that paragraph, the competent minister may order the seller or the service provider to suspend those of its business activities that are connected with door-to-door sales in whole or in part, during a specified period of no longer than two years. In this case, if the seller or the service provider is an individual, the competent minister may also prohibit the individual from becoming an officer (meaning a member in charge of the executive management of business operations, a director, an operating officer, a representative, a manager, etc., and including a person that has controlling power over a corporation that is equal or superior to a member in charge of the executive management of business operations, a director, an operating officer, a representative, a manager, etc., regardless of the name of the person's position, such as consultant or adviser; the same applies hereinafter) in charge of the business activities that are subject to such a suspension at a corporation (including an association or a foundation without legal personality that has designated a representative or a manager; hereinafter the same applies) that engages in those business activities, for a period equal to the period of that suspension.

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) Having issued an order under the provisions of the preceding paragraph, the competent minister must issue a public announcement to that effect.

（業務の禁止等）

(Prohibition of Business)

第八条の二 主務大臣は、販売業者又は役務提供事業者に対して前条第一項の規定により業務の停止を命ずる場合において、次の各号に掲げる場合の区分に応じ、当該各号に定める者が当該命令の理由となつた事実及び当該事実に関してその者が有していた責任の程度を考慮して当該命令の実効性を確保するためにその者による訪問販売に関

する業務を制限することが相当と認められる者として主務省令で定める者に該当するときは、その者に対して、当該停止を命ずる期間と同一の期間を定めて、当該停止を命ずる範囲の業務を新たに開始すること（当該業務を営む法人の当該業務を担当する役員となることを含む。）の禁止を命ずることができる。

Article 8-2 (1) If the competent minister orders a seller or a service provider to suspend its business activities pursuant to paragraph (1) of the preceding Article, and a person that the relevant of the following items prescribes for the category of case set forth in that item is a person specified by order of the competent ministry as one whose door-to-door sales should be restricted so as to ensure the effectiveness of the order in consideration of the facts constituting the grounds for the order and the weight of the responsibility that the person had for those facts, the competent minister may prohibit the person from commencing new business activities that fall within the scope of the suspension (including becoming an officer in charge of the relevant business activities of a corporation that engages in such business activities) for a period equal to the period of that suspension:

一 当該販売業者又は当該役務提供事業者が法人である場合その役員及び当該命令の日前六十日以内においてその役員であつた者並びにその営業所の業務を統括する者その他の政令で定める使用人（以下単に「使用人」という。）及び当該命令の日前六十日以内においてその使用人であつた者

(i) if the seller or service provider is a corporation: its officer or a person who was its officer in the sixty days before the date of the order; a person supervising the business operations of its business office or any other employee specified by Cabinet Order (hereinafter simply referred to as an "employee"); or a person who was its employee in the sixty days before the date of the order; or

二 当該販売業者又は当該役務提供事業者が個人である場合その使用人及び当該命令の日前六十日以内においてその使用人であつた者

(ii) if the seller or service provider is an individual: an employee or a person who was an employee in the sixty days before the date of the order.

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) Having issued an order under the provisions of the preceding paragraph, the competent minister must 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 of an Offer or Cancellation of a Door-to-Door Sales Contract)

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特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特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特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特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) If a seller or a service provider has received an offer for a sales contract for goods or specified rights or an offer for a service contract for services at a place other than an office or other such location; if a seller or a service provider has received an offer for a sales contract for goods or specified rights or an offer for a service contract for services at an office or other such location from a specified customer; if a seller or a service provider has entered into a sales contract for goods or specified rights or a service contract for services at a place other than an office or other such location (excluding if the seller or the service provider received the offer at an office or other such location and entered into the sales contract or the service contract at a place other than an office or other such location); or if a seller or a service provider has entered into a sales contract for goods or specified rights or a service contract for services at an office or other such location with a specified customer, the person who made the offer or the purchaser or the service recipient (hereinafter referred to as the "offeror or counterparty" in this Article to Article 9-3) may withdraw the offer for a sales contract or a service contract or cancel the sales contract or the service contract (hereinafter referred to as the "withdrawal of an offer or cancellation" of a contract in this Article) in writing; provided, however, that this does not apply once eight days have passed after the date on which the offeror or counterparty received the document referred to in Article 5 (or after the date on which the offeror or counterparty received the document referred to in Article 4, if the offeror or

counterparty received the document under Article 4 at an earlier date than that on which the offeror or counterparty received the document referred to in Article 5) (if the offeror or counterparty did not withdraw the offer or cancel the contract before the end of that period because of having been under the misapprehension that information about the withdrawal of an offer or cancellation of the contract that the seller or the service provider had misrepresented to the offeror or counterparty, in violation of the provisions of Article 6, paragraph (1), was true, or because the offeror or counterparty was overwhelmed due to the seller's or the service provider's use of intimidation, in violation of the provisions of paragraph (3) of that Article, the first part of this paragraph does not apply once eight days have passed after the date on which the offeror or counterparty received a document delivered thereto by the seller or the service provider pursuant to the provisions of order of the competent ministry that contains a notice to the effect that the offeror or counterparty may withdraw the offer or cancel the 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) The withdrawal of an offer or cancellation of a contract takes effect at the time the withdrawal or 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) If a person withdraws an offer or cancels a contract, the seller or the service provider may not claim damages nor demand the payment of any penalty in connection with the withdrawal of the offer or cancellation of the contract.

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) If a person Withdraws an offer or cancels a contract, 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、商品若しくは特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が行使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) If a person withdraws an offer or cancels a sales contract for goods or specified rights or a service contract, the seller or the service provider may not demand that the offeror or counterparty pay money equal to any benefit gained through the use of the goods or through the exercise of the rights, nor may the seller or the service provider demand that the offeror or counterparty 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 or the rights have already been exercised, or 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) If a person withdraws an offer or cancels a service contract, the service provider must promptly return any money the service provider has received in association with the service contract to the offeror or counterparty.

7 役務提供契約又は特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特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特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) If the offeror or counterparty under a service contract or a sales contract for specified rights has withdrawn the offer for or canceled the service contract or the sales contract, and the existing state of the offeror or counterparty'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 specified rights, the offeror or counterparty may demand that the service provider or the seller of the specified 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 offeror or counterparty are invalid.

(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 of an Offer for or Cancellation of a Sales Contract for Goods of a Quantity That Considerably Exceeds What Is Normally Required)

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) An offeror or counterparty may withdraw an offer for a sales contract or a service contract that falls under the category of any of the following contracts, or may cancel such a sales contract or service contract (hereinafter referred to as "withdrawal of an offer or cancellation" of a contract in this Article); provided, however, that this does not apply if there are special circumstances that make it necessary for the offeror or counterparty to enter



into 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特定権利（第二条第四項第一号に掲げるものに限る。次号において同じ。）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 specified rights (limited to those set forth in Article 2, paragraph (4), item (i); hereinafter the same applies in the following item) of a quantity that considerably exceeds what would normally be required in the offeror's or counterparty's daily life or a service contract for the offeror or counterparty to be provided with services of a frequency, period, or quantity that considerably exceeds what would normally be required in the offeror's or counterparty's 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特定権利と同種の商品若しくは特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特定権利と同種の商品若しくは特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 a service contract for which the seller or the service provider has received an offer or that the seller or the service provider has entered into with the knowledge that performing its obligations under the sales contract or the service contract would cause the quantity of any of the offeror's or counterparty's goods or specified rights of the same kind as the goods or specified rights under the sales contract to considerably exceed what would normally be required in the offeror's or counterparty's daily life; that performing those obligations would cause the frequency, period, or quantity of any services with which the offeror or counterparty was being provided of the same kind as the services under the service contract to considerably exceed what would normally be required in the offeror's or counterparty's daily life; or with the knowledge that the quantity of any of the offeror's or counterparty's goods or specified rights of the same kind as the goods or specified rights under the sales contract already considerably exceeded what would normally be required in the offeror's or counterparty's daily life or that the frequency, period, or quantity of services with which the offeror or counterparty was being provided of the same kind as the services under the

service contract already considerably exceeded what would normally be required in the offeror or counterparty'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) An offeror or counterparty must exercise the right under the provisions of the preceding paragraph within one year from the time of entry into the 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 the withdrawal of an offer or cancellation of a contract under the provisions of paragraph (1). When this is the case, the term "the preceding paragraphs" in paragraph (8) of that 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 that 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)

(Retraction of the Manifestation of an Intention to Offer a Door-to-Door Sales Contract or to Accept Such an 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) If the offeror or counterparty was under a misapprehension specified in one of the following items as a result of the seller's or the service provider's having engaged in the conduct listed in that item in soliciting the offeror's or counterparty's entry into a sales contract or service contract connected with a door-to-door sale, because of which the offeror or counterparty indicated the intention to offer a sales contract or a service contract or to accept such an offer, the offeror or counterparty may retract the manifestation of that intention to offer the contract or to accept that 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) a 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) the 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 retraction under the provisions of the preceding paragraph of the manifestation of the intention to offer a sales contract or service contract connected with a door-to-door sale or to accept such an offer may not be duly asserted against a third party in good faith.

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 connected with a door-to-door sale prescribed in the paragraph or to accept such an 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一年間行わないときは、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 a retraction under the provisions of paragraph (1) extinguishes by prescription if it is not exercised within one year from the time that a contract can be ratified. The same applies once five years have passed after the time that the relevant sales contract or service contract was entered into.

5 民法第二百二十一条の二第一項の規定にかかわらず、訪問販売に係る売買契約又は役務提供契約に基づく債務の履行として給付を受けた申込者等は、第一項の規定により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取り消した場合において、給付を受けた当時その意思表示が取り消すことができるものであることを知らなかつたときは、当該売買契約又は当該役務提供契約によつて現に利益を受けている限度において、返還の義務を負う。

(5) Notwithstanding the provisions of Article 121-2, paragraph (1) of the Civil Code, if an offeror or counterparty to whom a benefit has been conferred through the performance of an obligation under a sales contract or service contract connected with a door-to-door sale retracts the manifestation of the intention to offer such a contract or to accept such an offer pursuant to the provisions of paragraph (1), but the offeror or counterparty did not know that the manifestation of the intention could be retracted when the benefit was conferred, the offeror or counterparty bears the obligation to return up to the extent of the actual benefit received based on the sales contract or service contract.

(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 on the Amount of Damages for Cancelling or Defaulting on a Door-to-Door Sales Contract)

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 10 (1) If a seller or a service provider has entered into a sales contract or a service contract falling under any of the items in Article 5, paragraph (1), but the sales contract or the service contract is canceled, the seller or the service provider may not demand that the purchaser or the service recipient pay an amount of money that exceeds the aggregate of the amount specified in the relevant of the following items for the event listed therein and the amount of the relevant damages for delay based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for a penalty:

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) if the goods or rights are returned: the amount constituting the normal charges for use of such goods or the amount equal to the profit that can normally be earned through the exercise of such rights (or the amount equal to the sales price of the goods or rights less the value of those goods or rights at the time of their return, if this exceeds the amount constituting the normal charges for use of such goods or the amount equal to the profit that can normally be earned through the exercise of such rights);

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) if the goods or rights are not returned: the amount equal to the sales 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) if the service contract is canceled after the services started to be provided: the amount equal 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) if the contract is canceled prior to the start of the delivery of the goods or the transfer of the rights or the provision of the services: the amount of costs normally required for entering into 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) If a seller or a service provider has entered into a sales contract or a service contract falling under any of the items in Article 5, paragraph (1), but 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 when the sales contract or the service contract has been canceled), the seller or the service provider may not demand that the purchaser or the service recipient pay an amount of money that exceeds the aggregate of the amount equal to the sales 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 the consideration for the services plus the amount of any damages for delay based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for a penalty.

### 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特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 a service provider advertises the terms and conditions under which the seller or the service provider sells goods or specified rights or provides services through mail order sales, the seller or the service provider must indicate the following information concerning the goods, rights, or services in the advertisement pursuant to the provisions of order of

the competent ministry; provided, however, that the seller or the service provider is permitted not to indicate a portion of this information, pursuant to the provisions of order of the competent ministry, if the seller or the service provider indicates in the advertisement that upon request, the seller or the service provider will deliver a document or provide an electronic or magnetic record (meaning a record used in computerized data processing that has been created in electronic form, magnetic form, or any other form that cannot be perceived by the human senses) that gives this 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 sales price of the goods or rights or the consideration for the services (meaning the sales price and the shipping charges for the goods, if shipping charges for the goods are not included in the sales price);

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 and method of payment of 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 timing of the delivery of the goods, the timing of the transfer of the rights, or the timing of the provision of the services;

四 商品若しくは特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（第十五条の三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、第二十六条第二項の規定の適用がある場合には同項の規定に関する事項を含む。）

(iv) information concerning the withdrawal of an offer for a sales contract for the goods or specified rights or the cancellation of such a sales contract (if there are special provisions as prescribed in the proviso to Article 15-3, paragraph (1), this information includes the details of those special provisions; and if the provisions of Article 26, paragraph (2) apply, this information includes information concerning those 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) information specified by order of the competent ministry, beyond what is set forth in the preceding items.

（誇大広告等の禁止）

#### (Prohibition against Misleading Advertising)

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特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（第十五条の三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 the seller or the service provider sells goods or specified rights or provides services through mail order sales, the seller or the service provider must not make a representation regarding the performance of the goods or the details of the rights or services, regarding information on the withdrawal of an offer for a sales contract for the goods or the rights or the cancellation of such a sales contract (if there are special provisions as prescribed in the proviso to Article 15-3, paragraph (1), this information includes the details of those special provisions), or regarding any other information specified by order of the competent ministry with respect to mail order sales, that differs vastly from the truth or could mislead 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 On finding that it is necessary to do so in order to determine whether a seller's or service provider's representation falls under the category of representations provided in the preceding Article, the competent minister may ask the seller or the service provider that 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, if the seller or the service provider fails to submit those materials, the representation is deemed to fall under the category of representations provided 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 on Sending E-mail Advertising to a Person Who Has Not Given 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特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, it is prohibited for a seller or a service provider to advertise via e-mail (meaning advertising by sending advertising text or any other data by an electronic or magnetic means (meaning a means of using an electronic data processing system or applying other information and communications technology, which is specified by order of the competent ministry; the same applies hereinafter) in a way that causes it to 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 the seller or the service provider sells goods or specified 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特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 terms and conditions under which the seller or the service provider sells goods or specified 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特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 order of the competent ministry while notifying a person who has offered a sales contract for goods or specified rights sold by the seller or a service contract for services provided by the service provider or a person who has entered into such a sales contract or a service contract, of information concerning the details of the offer or contract or the performance of the contract through a means specified by order 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) beyond as provided in the preceding two items, when sending e-mail that advertises mail order sales in the cases specified by order 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、当該意思の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) It is prohibited for a seller or service provider that has obtained the consent prescribed in the preceding paragraph or that has received the request prescribed in item (i) of that paragraph to 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 an unwillingness to receive e-mail that advertises mail order sales; provided, however, that this does not apply if the seller or the service provider later receives another request from the advertising target or regains 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) Except in the case set forth in paragraph (1), item (ii) or (iii), when sending e-mail that advertises mail order sales, a seller or a service provider must prepare what is specified by order 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 must preserve such records pursuant to the provisions of order 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の表示を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) Except in the case set forth in paragraph (1), item (ii) or (iii), when sending e-mail that advertises mail order sales, a seller or a service provider must indicate in its e-mail that advertises mail order sales, pursuant to the provisions of order of the competent ministry, the information that order of the competent ministry specifies as information that an advertising target needs to have in order to indicate an unwillingness 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全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) If a seller or a service provider has entrusted another person with all of the following business activities at once, the provisions of the preceding two

paragraphs do not apply to any e-mail that advertises mail order sales subject to 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の表示を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 an advertising target needs to have in order to indicate an unwillingness 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全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五項及び第六十七条第一項第四号において「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特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 person entrusted with all of the business activities listed in the items of paragraph (5) of the preceding Article at once by a seller or a service provider (such a person is hereinafter referred to as a "contractor entrusted with e-mail that advertises mail order sales" in this Section, Article 66, paragraph (5) and Article 67, paragraph(1), item (iv)) must not send e-mail that advertises mail order sales with regard to the terms and conditions under which the seller or the service provider that entrusted the contractor with those business activities (hereinafter referred to as the "party entrusting a contractor with e-mail that advertises mail order sales" in this Section) sells goods or specified 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 the party entrusting the contractor with 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) beyond as provided in the preceding item, when sending e-mail that advertises the mail order sales of the party entrusting the contractor with e-mail that advertises mail order sales in cases specified by order 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 a contractor with 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 a contractor with e-mail that advertises mail order sales which is sent by the contractor entrusted with e-mail that advertises mail order sales. When 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".

(承諾をしていない者に対するファクシミリ広告の提供の禁止等)

(Prohibition on Sending Facsimile Advertisements to a Person Who Has Not Given Consent)

第十二条の五 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特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ファクシミリ広告（当該広告に係る通信文その他の情報をファクシミリ装置を用いて送信する方法により行う広告をいう。第一号において同じ。）をしてはならない。

Article 12-5 (1) Except in the following cases, it is prohibited for a seller or a service provider to advertise via facsimile (meaning advertising by sending advertising text or any other information by using a facsimile machine; the same applies in the following item) with regard to the terms and conditions under which the seller or the service provider sells goods or specified 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特定権利の販売条件又は役務の提供条件に係るファクシミリ広告（以下この条において「通信販売ファクシミリ広告」という。）をするとき。

(i) when sending facsimile advertising regarding the terms and conditions under which the seller or the service provider sells goods or specified rights or provides services through mail order sales (hereinafter referred to as

"facsimile advertisements for mail order sales" in this Article) 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特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ファクシミリ広告をするとき。

(ii) when sending facsimile advertisements for mail order sales pursuant to the provisions of order of the competent ministry while notifying a person who has offered a sales contract for goods or specified rights sold by the seller or a service contract for services provided by the service provider or a person who has entered into such a sales contract or service contract, of information concerning the details of the offer or contract or the performance of the contract using a method specified by order of the competent ministry; or

三 前二号に掲げるもののほか、通常通信販売ファクシミリ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、通信販売ファクシミリ広告をするとき。

(iii) beyond as provided in the preceding two items, when sending facsimile advertisements for mail order sales in the cases specified by order of the competent ministry as cases that are found to be unlikely to prejudice the interests of the target of the facsimile advertisements for 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、当該通信販売ファクシミリ広告の相手方から通信販売ファクシミリ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、通信販売ファクシミリ広告をしてはならない。ただし、当該意思の表示を受けた後に再び通信販売ファクシミリ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) It is prohibited for a seller or service provider that has obtained the consent prescribed in the preceding paragraph or that has received a request prescribed in item (i) of that paragraph to send facsimile advertisements for mail order sales to an advertising target if the target of the facsimile advertisements for mail order sales indicates an unwillingness to receive facsimile advertisements for mail order sales; provided, however, that this does not apply if the seller or the service provider later receives another request from the advertising target or regains the consent of the advertising target to send facsimile advertisements for mail order sales.

3 販売業者又は役務提供事業者は、通信販売ファクシミリ広告をするときは、第一項第二号又は第三号に掲げる場合を除き、当該通信販売ファクシミリ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) Except in a case set forth in paragraph (1), item (ii) or (iii), when sending facsimile advertisements for mail order sales, a seller or a service provider must prepare what is specified by order 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 facsimile advertisements for mail order sales, and must preserve those records pursuant to the provisions of order of the competent ministry.

4 販売業者又は役務提供事業者は、通信販売ファクシミリ広告をするときは、第一項第二号又は第三号に掲げる場合を除き、当該通信販売ファクシミリ広告に、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ファクシミリ広告の提供を受けない旨の意思の表示を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) Except in a case set forth in paragraph (1), item (ii) or (iii), when sending facsimile advertisements for mail order sales, a seller or a service provider, pursuant to the provisions of order of the competent ministry, must indicate in its facsimile advertisements for mail order sales information that is specified by order of the competent ministry as the information that an advertising target needs to have in order to indicate an unwillingness to receive facsimile advertisements for mail order sales, beyond the information listed in the items of Article 11.

(通信販売における承諾等の通知)

#### (Notification of Acceptance in Mail Order Sales)

第十三条 販売業者又は役務提供事業者は、商品若しくは特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っ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) If a seller or a service provider engages in mail order sales in which the seller or the service provider receives charges for goods or rights or the 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 specified rights or who has offered a

service contract for services, and the seller or the service provider receives an offer for a sales contract for goods or rights or a service contract for services by postal mail or a similar means and receives the charges for the goods or rights or the consideration for the services in whole or in part, the seller or the service provider must notify the person who made the offer in writing of the acceptance or non-acceptance of the offer (if the seller or the service provider notified the person who made the offer of the acceptance or non-acceptance of the offer before receiving those charges or that consideration, the seller or the service provider must send the person a notice to that effect) and of any other information specified by order of the competent ministry without delay, pursuant to the provisions of order of the competent ministry; provided, however, that this does not apply if the seller or the 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 a service provider may provide the information of which the seller or the service provider must notify the person by an electronic or magnetic means or any other means specified by order of the competent ministry, after gaining the consent of the person who made the offer, pursuant to Cabinet Order. When such is the case, the seller or the service provider is deemed to have made the notification in writing.

(指示等)

(Instructions)

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。）、第十二条の五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、当該違反又は当該行為の是正のための措置、購入者又は役務の提供を受ける者の利益の保護を図るための措置その他の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) If a seller or a service provider has violated any of the provisions of Article 11, 12, or 12-3 (excluding paragraph (5)), Article 12-5, or Article 13, paragraph (1) or has engaged in any of the following conduct, and the competent minister finds that the conduct is likely to prejudice the fairness of

a transaction connected with a mail order sale and the interests of the purchaser or the service recipient, the competent minister may instruct the seller or the service provider to take measures for correcting the violation or conduct, measures for protecting the interests of the purchaser or the service recipient, and any other 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 connected with a mail order sale or the obligations that occur through the cancellation of a sales contract or a service contract connected with a mail order sale 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 order of the competent ministry as conduct through which the relevant person sought to cause a customer to offer a sales contract or service contract connected with a mail order sale against the customer's 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) beyond as set forth in the preceding two items, conduct in connection with a mail order sale that is specified by order of the competent ministry as being likely to prejudice the fairness of a transaction connected with a mail order sale 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) If a contractor 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, and the competent minister finds that the conduct is likely to prejudice the fairness of a transaction connected with mail order sales and the interests of the purchaser or the service recipient, the competent minister may instruct the contractor 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 order of the competent ministry as conduct through which the relevant person sought to cause a customer to offer the party entrusting a contractor with e-mail that advertises mail order sales a sales contract or a service contract during mail order sales, against the customer's 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) beyond as set forth in the preceding item, conduct in connection with a mail order sale that is specified by order of the competent ministry as being likely to prejudice the fairness of a transaction connected with a mail order sale and the interests of the purchaser or the service recipient.

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

(3) Having given an instruction under the provisions of paragraph (1), the competent minister must issue a public announcement to that effect.

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

(4) Having given an instruction under the provisions of paragraph (2), the competent minister must issue a public announcement to that effect.

(業務の停止等)

(Suspension of Business)

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。）、第十二条の五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、二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。この場合において、主務大臣は、その販売業者又は役務提供事業者が個人である場合にあつては、その者に対して、当該停止を命ずる期間と同一の期間を定めて、当該停止を命ずる範囲の業務を営む法人の当該業務を担当する役員となることの禁止を併せて命ずることができる。

Article 15 (1) If a seller or a service provider has violated any of the provisions of Article 11, 12, or 12-3 (excluding paragraph (5)), Article 12-5, or Article 13, paragraph (1) or has engaged in any of the conduct listed in the items of paragraph (1) of the preceding Article, and the competent minister finds that the conduct is likely to significantly prejudice the fairness of a transaction connected with a mail order sale and the interests of the purchaser or the service recipient or the seller or the service provider fails to follow the



instructions under the provisions of that paragraph, the competent minister may order the seller or the service provider to suspend those of its business activities that are connected with mail order sales in whole or in part, during a specified period of no longer than two years. In such a case, if the seller or the service provider is an individual, the competent minister may also prohibit the individual from becoming an officer in charge of business activities that are subject to the suspension at a corporation that engages in those business activities for a period equal to the period of that suspension.

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) If a contractor 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, and the competent minister finds that the conduct is likely to significantly prejudice the fairness of a transaction connected with mail order sales and the interests of the purchaser or the service recipient, or if a contractor entrusted with e-mail that advertises mail order sales fails to follow the instructions under the provisions of that paragraph, the competent minister may order the contractor entrusted with e-mail that advertises mail order sales to suspend those of its 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) Having issued an order under the provisions of paragraph (1), the competent minister must 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) Having issued an order under the provisions of paragraph (2), the competent minister must issue a public announcement to that effect.

(業務の禁止等)

(Prohibition of Business)

第十五条の二 主務大臣は、販売業者又は役務提供事業者に対して前条第一項の規定に

より業務の停止を命ずる場合において、次の各号に掲げる場合の区分に応じ、当該各号に定める者が当該命令の理由となつた事実及び当該事実に関してその者が有していた責任の程度を考慮して当該命令の実効性を確保するためにその者による通信販売に関する業務を制限することが相当と認められる者として主務省令で定める者に該当するときは、その者に対して、当該停止を命ずる期間と同一の期間を定めて、当該停止を命ずる範囲の業務を新たに開始すること（当該業務を営む法人の当該業務を担当する役員となることを含む。）の禁止を命ずることができる。

Article 15-2 (1) If the competent minister orders a seller or a service provider to suspend its business activities pursuant to paragraph (1) of the preceding Article, and a person that the relevant of the following items prescribes for the category of case set forth in that item is a person specified by order of the competent ministry as one whose mail order sales should be restricted so as to ensure the effectiveness of the order in consideration the facts constituting the grounds for the order and the weight of the responsibility that the person had for those facts, the competent minister may prohibit the person from commencing new business activities that fall within the scope of the suspension (including becoming an officer in charge of the relevant business activities of a corporation that engages in such business activities) for a period equal to the period of that suspension:

一 当該販売業者又は当該役務提供事業者が法人である場合その役員及び当該命令の日前六十日以内においてその役員であつた者並びにその使用人及び当該命令の日前六十日以内においてその使用人であつた者

(i) if the seller or service provider is a corporation: its officer or a person who was its officer in the sixty days before the date of the order, or its employee or a person who was its employee in the sixty days before the date of the order; or

二 当該販売業者又は当該役務提供事業者が個人である場合その使用人及び当該命令の日前六十日以内においてその使用人であつた者

(ii) if the seller or service provider is an individual: an employee or a person who was an employee in the sixty days before the date of the order.

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) Having issued an order under the provisions of the preceding paragraph, the competent minister must issue a public announcement to that effect.

(通信販売における契約の解除等)

(Cancellation of a Contract in Mail Order Sales)

第十五条の三 通信販売をする場合の商品又は特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特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特定権利の移転

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 15-3 (1) When a seller that has advertised terms and conditions for selling goods or specified rights through mail order sales has received an offer for a sales contract for those goods or specified rights or entered into a sales contract for those goods or specified rights, the person making the offer or the purchaser (simply referred to as the "purchaser" in the following paragraph) may withdraw the offer for the sales contract or cancel the sales contract (hereinafter referred to as a "withdrawal of an offer or cancellation" of a contract 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 specified rights; provided, however, that this does not apply if the seller had indicated special provisions on withdrawal of an offer or cancellation of a contract in its advertisement (if 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 Notice (Act No. 95 of 2001) or in any other cases specified by order of the competent ministry, this means if the seller had indicated special provisions in its advertisement and had also indicated those special provisions by a method other than an advertisement that is specified by order 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特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) If a person withdraws an offer (or cancels a contract), the purchaser bears the costs required for taking back or returning any goods already delivered or any specified 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 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** When a seller or a service provider seeks to conduct telemarketing sales, the seller or the service provider must tell the other party, 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 person to enter into 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 on Soliciting the Business of a Person Who Has Indicated an Unwillingness to Enter Into a Contract)**

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** It is prohibited for a seller or service provider to solicit a person to enter into a sales contract or service contract connected with a telemarketing sale if that person has indicated an unwillingness to enter into such 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特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** When a seller or a service provider receives an offer for a sales contract for goods or specified rights or an offer for a service contract for services from a telemarketing target by postal mail or a similar means as a result of an act of telemarketing, the seller or the service provider must deliver a document giving the details of the offer to the person who made the offer with respect to the following information without delay, pursuant to the provisions of order of the competent ministry; provided, however, that this does not apply if the seller or the service provider has entered into 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 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 sales 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 and method of payment of 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 timing of the delivery of the goods, the timing of the transfer of the rights, or the timing of the provision of the services;  
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（第二十六条第二項、第四項又は第五項の規定の適用がある場合にあつては、当該各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 canceling the sales contract or the service contract under the provisions of Article 24, paragraph (1) (including information under the provisions of paragraphs (2) through (7) of that Article (when the provisions of Article 26, paragraph (2), (4) or (5) apply, this includes information under the provisions of the paragraphs)); 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) information specified by order of the competent ministry, beyond what is set forth in the preceding items.

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) Except as prescribed in the following paragraph, if a seller or a service provider falls under one of the following items, the seller or the service provider must deliver a document to the purchaser or the service recipient that clarifies the details of the sales contract or the service contract with respect to the information referred to in the items of the preceding Article (with respect to the information referred to in item (v) of that Article, limited to information about the cancellation of the sales contract or the service contract) without delay, pursuant to the provisions of an order 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特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) the seller or the service provider has entered into a sales contract for goods or specified rights or a service contract for services with a telemarketing target by postal mail or a similar means as a result of an 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特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) the seller or the service provider has received an offer for a sales contract for goods or specified rights or an offer for a service contract for services from a telemarketing target by postal mail or a similar means as a result of an 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、若しくは特定権利を移転し、又は役務を提供し、かつ、商品若しくは特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) If a seller or a service provider falls under item (ii) of the preceding paragraph and, upon entering into a sales contract or a service contract, the seller or the service provider delivers the goods, transfers the specified rights, or provides the services and receives the total amount of the charges for the goods or specified rights or the consideration for the services, the seller or the service provider, pursuant to the provisions of order of the competent ministry, must immediately deliver to the purchaser or the service recipient a document giving the information referred to in items (i) and (ii) of the preceding Article, the portion of the information referred to in item (v) of that Article that is about canceling the sales contract or the service contract, and any information specified by order of the competent ministry.

(電話勧誘販売における承諾等の通知)

(Notification of Acceptance in Telemarketing Sales)

第二十条 販売業者又は役務提供事業者は、商品若しくは特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 If a seller or a service provider engages in telemarketing sales in

which the seller or the service provider receives charges for goods or rights or the 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 specified rights or who has offered a service contract for services, when the seller or the service provider has received an offer for a sales contract for goods or rights or a service contract for services by postal mail or a similar means and has received the charges for the goods or rights or the consideration for the services in whole or in part, the seller or the service provider must notify the person who made the offer in writing of the acceptance or non-acceptance of the offer (if the seller or the service provider has notified the person who made the offer of the acceptance or non-acceptance of the offer before receiving such charges or consideration, the seller or the service provider must send the person a notice to that effect) and of any other information specified by order of the competent ministry without delay, pursuant to the provisions of order of the competent ministry; provided, however, that this does not apply if the seller or the 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) It is prohibited for a seller or service provider to misrepresent the following information, either in soliciting a person to enter into a sales contract or service contract connected with a telemarketing sale, or in order to prevent the withdrawal of an offer for a sales contract or a service contract connected with a telemarketing sale or 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 order 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 sales 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 or method of payment of 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 timing of the delivery of the goods, the timing of the transfer of the rights, or the timing of the provision of the services;

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（第二十六条第二項、第四項又は第五項の規定の適用がある場合にあつては、当該各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 canceling the sales contract or the service contract (including information under the provisions of Article 24, paragraphs (1) through (7) (when the provisions of Article 26, paragraph (2), (4) or (5) apply, this includes information under the provisions of the paragraphs));

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 enter into 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) beyond what is as set forth in the preceding items, any material information about the sales contract or the 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) It is prohibited for a seller or service provider to intentionally fail to disclose facts with respect to the information listed in items (i) through (v) of the preceding paragraph in soliciting a person to enter into a sales contract or service contract connected with a telemarketing sale.

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) It is prohibited for a seller or service provider to use intimidation to overwhelm a person, either in order to cause the person to enter into a sales contract or service contract connected with a telemarketing sale, or to prevent the person from withdrawing an offer for a sales contract or service contract connected with a telemarketing sale or 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、次条第一項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 On finding that it is necessary to do so in order to determine whether a seller or a service provider has misrepresented the information prescribed in paragraph (1), item (i) of the preceding Article, the competent minister may ask the seller or the service provider to submit materials showing reasonable grounds to support the information conveyed to the other party, within a specified period. With regard to the application of the provisions of paragraph (1) of the following Article and Article 23, paragraph (1) in such a case, if the seller or the service provider fails to submit those materials, the seller or the service provider is deemed to have misrepresented the information prescribed in that item.

(指示等)

(Instructions)

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、当該違反又は当該行為の是正のための措置、購入者又は役務の提供を受ける者の利益の保護を図るための措置その他の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 (1) If a seller or a service provider has violated any of the provisions of Articles 16 through 21 or has engaged in any of the following conduct, and the competent minister finds that the conduct is likely to prejudice the fairness of a transaction connected with a telemarketing sale and the interests of the purchaser or the service recipient, the competent minister may instruct the seller or the service provider to take measures for correcting the violation or conduct, measures for protecting the interests of the purchaser or the service recipient, and any other 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 the performance of the obligations under a sales contract or a service contract connected with a telemarketing sale or the obligations that occur through the cancellation of a sales contract

or a service contract connected with a telemarketing sale in whole or in part;

二 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、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 a service contract that would affect the decision of the telemarketing target (excluding the information listed in Article 21, paragraph (1), items (i) through (v)) in soliciting a person to enter into a sales contract or service contract connected with a telemarketing sale;

三 電話勧誘販売に係る売買契約又は役務提供契約の申込みの撤回又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につき、故意に事実を告げないこと。

(iii) intentionally failing to disclose any material information about a sales contract or a service contract connected with a telemarketing sale that would affect the decision of the telemarketing target, the purchaser, or the service recipient, in order to prevent the withdrawal of an offer for such a sales contract or service contract or the cancellation of such a contract;

四 正当な理由がないのに電話勧誘販売に係る売買契約又は役務提供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若しくは特定権利（第二条第四項第一号に掲げるものに限る。）の売買契約又は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の締結について勧誘することその他電話勧誘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

(iv) soliciting, without reasonable grounds, a person's entry into a sales contract or service contract connected with a telemarketing sale for goods or specified rights (limited to those set forth in Article 2, paragraph (4), item (i)) of a quantity that considerably exceeds what is normally required in daily life or for a service whose frequency, period, or quantity considerably exceeds what is normally required in daily life, or any other conduct specified by order of the competent ministry as conduct that is found to be inappropriate in light of the telemarketing target's financial status; and

五 前各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。

(v) beyond as set forth in the preceding items, conduct in connection with a telemarketing sale that is specified by order of the competent ministry as being likely to prejudice the fairness of a transaction connected with a telemarketing sale and the interests of the purchaser or the service recipient.

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

い。

(2) Having given an instruction under the provisions of the preceding paragraph, the competent minister must issue a public announcement to that effect.

(業務の停止等)

(Suspension of Business)

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第一項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、二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。この場合において、主務大臣は、その販売業者又は役務提供事業者が個人である場合にあつては、その者に対して、当該停止を命ずる期間と同一の期間を定めて、当該停止を命ずる範囲の業務を営む法人の当該業務を担当する役員となることの禁止を併せて命ずることができる。

Article 23 (1) If 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 paragraph (1) of the preceding Article, and the competent minister finds that the conduct is likely to significantly prejudice the fairness of a transaction connected with a telemarketing sale and the interests of the purchaser or the service recipient or the seller or the service provider fails to follow the instructions under the provisions of that paragraph, the competent minister may order the seller or the service provider to suspend those of its business activities that are connected with telemarketing sales in whole or in part, during a specified period of no longer than two years. In such a case, if the seller or the service provider is an individual, the competent minister may also prohibit the individual from becoming an officer in charge of the business activities of a corporation that engages business activities which fall within the scope of the suspension, for a period equal to the period of that suspension.

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) Having issued an order under the provisions of the preceding paragraph, the competent minister must issue a public announcement to that effect.

(業務の禁止等)

(Prohibition of Business)

第二十三条の二 主務大臣は、販売業者又は役務提供事業者に対して前条第一項の規定により業務の停止を命ずる場合において、次の各号に掲げる場合の区分に応じ、当該各号に定める者が当該命令の理由となつた事実及び当該事実に関してその者が有していた責任の程度を考慮して当該命令の実効性を確保するためにその者による電話勧誘

販売に関する業務を制限することが相当と認められる者として主務省令で定める者に該当するときは、その者に対して、当該停止を命ずる期間と同一の期間を定めて、当該停止を命ずる範囲の業務を新たに開始すること（当該業務を営む法人の当該業務を担当する役員となることを含む。）の禁止を命ずることができる。

Article 23-2 (1) If the competent minister orders a seller or a service provider to suspend its business activities pursuant to paragraph (1) of the preceding Article, and a person that the relevant of the following items prescribes for the category of case set forth in that item is a person specified by order of the competent ministry as one whose telemarketing sales should be restricted so as to ensure the effectiveness of the order in consideration of the facts constituting the grounds for the order and the weight of the responsibility that the person had for those facts, the competent minister may prohibit the person from commencing new business activities that fall within the scope of the suspension (including becoming an officer in charge of the relevant business activities of a corporation that engages in such business activities) for a period equal to the period of that suspension:

一 当該販売業者又は当該役務提供事業者が法人である場合その役員及び当該命令の日前六十日以内においてその役員であつた者並びにその使用人及び当該命令の日前六十日以内においてその使用人であつた者

(i) if the seller or service provider is a corporation: its officer or a person who was its officer in the sixty days before the date of the order, or its employee or a person who was its employee in the sixty days before the date of the order; or

二 当該販売業者又は当該役務提供事業者が個人である場合その使用人及び当該命令の日前六十日以内においてその使用人であつた者

(ii) if the seller or service provider is an individual: an employee or a person who was an employee in the sixty days before the date of the order.

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) Having issued an order under the provisions of the preceding paragraph, the competent minister must 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 of an Offer or Cancellation of a 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特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特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（以下この条から第二十四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) If a seller or a service provider has received an offer for a sales contract for goods or specified rights or an offer for a service contract for services from a telemarketing target by postal mail or a similar means as the result of an act of telemarketing, or when a seller or a service provider enters into a sales contract for goods or specified rights or a service contract for services with a telemarketing target by postal mail or a similar means 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 "offeror or counterparty" in this Article through Article 24-3) may withdraw the offer for the sales contract or service contract or cancel the sales contract or service contract (hereinafter referred to as "withdrawal of an offer or cancellation" of a contract in this Article) in writing; provided, however, that this does not apply once eight days have passed after the date on which the offeror or counterparty received the document referred to in Article 19 (or after the date on which the offeror or counterparty received the document referred to in Article 18, if the offeror or counterparty received the document under Article 18 at an earlier date than that on which the offeror or counterparty received the document referred to in Article 19) (if the offeror or counterparty did not withdraw the offer or cancel the contract by that time limit because the offeror or counterparty was under the misapprehension that information about the withdrawal of an offer or cancellation of a contract that the seller or the service provider had misrepresented to the offeror or counterparty, in violation of the provisions of Article 21, paragraph (1), was true, or because the offeror or counterparty was overwhelmed due to the seller's or service provider's use of intimidation, in violation of the provisions of paragraph (3) of that Article, the first part of this paragraph does not apply once eight days have passed after the date on which the offeror or counterparty received a document delivered thereto by the seller or the service provider pursuant to the provisions of order of the competent ministry that contains a notice to the effect that the offeror or

counterparty may withdraw the offer for or cancel the 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 of an offer or cancellation of a contract takes effect at the time the withdrawal of the offer or cancellation of the contract 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) If a person withdraws an offer or cancels a contract, the seller or the service provider may not claim damages nor demand the payment of any penalty in connection with the withdrawal of the offer or cancellation of the contract.

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) If a person withdraws an offer or cancels a contract, 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、商品若しくは特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が行使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) If a person withdraws an offer or cancels a sales contract for goods or specified rights or a service contract, the seller or the service provider may not demand that the offeror or counterparty pay money equal to any benefit gained through the use of the goods or through the exercise of the rights, nor may the seller or the service provider demand that the offeror or counterparty 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 or the rights have already been exercised, or 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) If a person withdraws an offer or cancels a service contract, the service provider must promptly return any money the service provider has received in association with the service contract to the offeror or counterparty.

7 役務提供契約又は特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特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特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) If the offeror or counterparty to a service contract or a sales contract for specified rights has withdrawn the offer or canceled the service contract or sales contract, and the existing state of the offeror or counterparty'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 specified rights, the offeror or counterparty may demand that the service provider or the seller of the specified 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 offeror or counterparty are invalid.

(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 of an Offer or Cancellation of a Sales Contract for Goods of a Quantity That Considerably Exceeds What Is Normally Required)

第二十四条の二 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 24-2 (1) An offeror or counterparty may withdraw an offer for a sales contract or service contract falls under the category of any of the following contracts, or may cancel such a sales contract or a service contract (hereinafter referred to as "withdrawal of an offer or cancellation" of a contract in this Article); provided, however, that this does not apply when there are special circumstances that make it necessary for the offeror or counterparty to enter into 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特定権利（第二条第四項第一号に掲げるものに限る。次号において同じ。）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 specified rights (limited to those set forth in Article 2, paragraph (4), item (i); hereinafter the same applies in the following item) of a quantity that considerably exceeds what would normally be required in the offeror's or counterparty's daily life or a service contract for the offeror or counterparty to be provided with services of a frequency, period or quantity that considerably exceeds what would normally be required in the offeror's or counterparty's 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特定権利と同種の商品若しくは特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特定権利と同種の商品若しくは特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 the service provider has received an offer or that the seller or the service provider has entered into with the knowledge that performing its obligations under the sales contract or the service contract would cause the quantity of any of the offeror's or counterparty's goods or specified rights of the same kind as the goods or specified rights under the sales contract to considerably exceed what would normally be required in the offeror's or counterparty's daily life, that performing those obligations would cause the frequency, period or quantity of any services the offeror or counterparty was being provided of the same kind as the services under the service contract to considerably exceed what would normally be required in the offeror's or counterparty's daily life, or with the knowledge that the quantity of any of the offeror's or counterparty's goods or specified rights of the same kind as the goods or specified rights under the sales contract already considerably exceeded what would normally be required in the offeror's or counterparty's daily life or that the frequency, period or quantity of services the offeror or counterparty was being provided of the same kind as the services under the service contract already considerably exceeded what would normally be required in the offeror's or counterparty'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) An offeror or counterparty must exercise the right under the provisions of the preceding paragraph within one year from the time of entry into the 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 the withdrawal of an offer or cancellation of a contract



under the provisions of paragraph (1). When such is the case, the term "the preceding paragraphs" in paragraph (8) of that 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 that Article".

(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)

(Retraction of the Manifestation of an Intention to Offer a Telemarketing Sales Contract or to Accept Such an Offer)

第二十四条の三 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 24-3 (1) If an offeror or counterparty was under a misapprehension specified in one of the following items as a result of the seller's or the service provider's having engaged in the conduct listed in that item in soliciting a person to enter into a sales contract or service contract connected with a telemarketing sale, because of which the offeror or counterparty manifested the intention to offer a sales contract or a service contract or to accept such an offer, the offeror or counterparty may retract the manifestation of that intention to offer such a contract or to accept that 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) a 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) the 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五項までの規定は、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 (5) apply mutatis mutandis to a retraction, under the provisions of the preceding paragraph, of the manifestation of an intention to offer a sales contract or service contract connected with a telemarketing sale or to accept such an 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 on the Amount of Damages for Cancelling or Defaulting on a

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 25 (1) If a seller or a service provider has entered into a sales contract or service contract falling under any of the items in Article 19, paragraph (1), and the sales contract or the service contract is canceled, the seller or the service provider may not demand that the purchaser or the service recipient pay an amount of money that exceeds the aggregate of the amount specified in the relevant of the following items for the event listed therein and the amount of the relevant damages for delay based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for a penalty:

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) if the goods or rights are returned: the amount constituting the normal charges for use of such goods or the amount equal to the profit that can normally be earned through the exercise of such rights (or the amount equal to the sales price of the goods or rights less the value of those goods or rights at the time of their return, if this exceeds the amount constituting the normal charges for use of such goods or the amount equal to the profit that can normally be earned through the exercise of such rights);

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) if the goods or rights are not returned: the amount equal to the sales 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) if the service contract is canceled after the services started to be provided: the amount equal 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) if the contract is canceled prior to the start of the delivery of the goods or the transfer of the rights or the provision of the services: the amount of costs normally required for entering into 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) If a seller or a service provider has entered into a sales contract or a service contract falling under any of the items in Article 19, paragraph (1), and 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 (except if the sales contract or the service contract has been canceled), the seller or the service provider may not demand that the purchaser or the service recipient pay an amount of money that exceeds the aggregate of the amount equal to the sales 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 the consideration for the services plus the amount of any damages for delay based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for a penalty.

## 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、第二条第一項から第三項までに規定する売買契約若しくは役務提供契約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) a sale or the provision of services under a sales contract or service contract as prescribed in paragraphs (1) through (3) of Article 2, that the person offering the sales contract or the purchaser or service recipient enters into 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) a sale of goods or rights or the provision of services to a person located

outside of Japan;

三 国又は地方公共団体が行う販売又は役務の提供

(iii) a sale or the 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) a sale or the provision of services by one of the following organizations to its direct or indirect member (if an organization is able to make its business or facilities available to non-members, this includes a sale or provision of services to such a non-member):

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) a partnership established based on a special law or a federation or central association of such partnerships;

ロ 国家公務員法（昭和二十二年法律第二十号）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) an organization as referred to in 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) a labor union;

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) a sale or the provision of services by a business to its employee;

六 株式会社以外の者が発行する新聞紙の販売

(vi) the sale 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) the provision of services as prescribed in Article 3, paragraph (1) of the Attorney Act (Act No. 205 of 1949) by an attorney-at-law, the provision of services as prescribed in Article 3, paragraph (1) or Article 30-5 of that Act by a legal professional corporation as prescribed in Article 30-2 of that Act, and the provision of services as 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-qualified lawyer prescribed in Article 2, item (iii) of that 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) a sale of goods or the provision of services as 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 that Article, the provision of services as prescribed in paragraph (11) of that Article by a financial instruments intermediary prescribed in paragraph (12) of that Article, the sale of goods or provision of services as prescribed in Article 33-5, paragraph (1), item (iii) of that Act by a registered financial institution prescribed in Article 2, paragraph (11) of that Act, the provision of services prescribed in Article 79-7, paragraph (1) of that Act by a certified investor protection organization as prescribed in Article 79-10 of that Act, and the provision of services as prescribed in Article 156-24, paragraph (1) or Article 156-27, paragraph (1) of that Act by a securities finance company as prescribed in Article 2, paragraph (30) of that 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。）が行う同条第二号に規定する商品の販売又は役務の提供

(b) a sale of goods or the provision of services as prescribed in Article 2, item (ii) of the Real Estate Brokerage Act (Act No. 176 of 1952) by a real estate broker prescribed in Article 2, item (iii) of that 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 Engagement in Trust Business Activities by Financial Institutions (Act No. 43 of 1943) that engages in the real estate brokerage prescribed in Article 2, item (ii) of the Real Estate Brokerage 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 as prescribed in Article 2, paragraph (3) of the Travel Agency Act (Act No. 239 of 1952) by a travel agent as prescribed in Article 6-4, paragraph (1) of that Act or a travel agent's business

representative as prescribed in paragraph (3) of that 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特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) beyond as provided in (a) through (c), a sale or the provision of services under a sales contract for goods or specified rights or service contract in door-to-door sales, mail order sales, or telemarketing sales, which is specified by cabinet order a sale or the provision of services in which it is found that the interests of the target of solicitation or advertisement, person making the offer, or the purchaser or service recipient can be protected based on the provisions of other Acts.

2 第九条から第九条の三まで、第十五条の三及び第二十四条から第二十四条の三までの規定は、会社法（平成十七年法律第八十六号）その他の法律により詐欺又は強迫を理由として取消しをすることができないものとされている株式若しくは出資の引受け又は基金の拠出としてされた特定権利の販売で訪問販売、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。

(2) The provisions of Articles 9 through 9-3, 15-3, and 24 through 24-3 do not apply to a sale of specified rights that falls under the category of a door-to-door sale, mail order sale, or telemarketing sale that has been undertaken as a subscription for shares or for contributions, or as a contribution of funds, which pursuant to the Companies Act (Act No. 86 of 2005) or any other Act, cannot be retracted on grounds of fraud or duress.

3 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。

(3) The provisions of Articles 4, 5, 9, 18, 19 and 24 do not apply if the whole or a part of the provision of services that is specified by Cabinet Order as being normally undertaken in whole immediately after the parties enter into a contract, and which falls under the category of a door-to-door sale or telemarketing sale, has been undertaken immediately after the parties enter into the contract (limited to the cases specified by order of the competent ministry).

4 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。

(4) The provisions of Articles 9 and 24 do not apply to the following sales or provision of services falling under the category of a door-to-door sale or telemarketing sale:

- 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の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) a sale of goods or the provision of services that are specified by Cabinet Order as goods or services whose transactions normally feature negotiations over the terms and conditions of their sale or the terms and conditions for the provision of services taking place 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) the provision of services that are specified by Cabinet Order as being likely to significantly prejudice the interests of the service recipient if they are not provided promptly after the contract is entered into.
- 5 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。
- (5) The provisions of Articles 9 and 24 do not apply to a sale or the provision of a service that falls under the category of a door-to-door sale or telemarketing sale if 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) an offeror or counterparty as prescribed in Article 9, paragraph (1) or an offeror or counterparty as prescribed in Article 24, paragraph (1) has received a document as referred to in Article 4, 5, 18, or 19, and the offeror or counterparty 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 when the seller had caused the offeror or counterparty to use or consume the 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) an offeror or counterparty as prescribed in Article 9, paragraph (1) or an offeror or counterparty as prescribed in Article 24, paragraph (1) has received a document as referred to in Article 4, 5, 18, or 19, and the goods transferred thereto are 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特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 a case as prescribed in Article 5, paragraph (2) or Article 19, paragraph (2), if the total amount of the charges for the goods or the specified rights under the sales contract or the consideration for the services under the service contract is below the amount specified by Cabinet Order.

6 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。

(6) 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) a door-to-door sale to a person that has offered a sales contract or a service contract or requested that such a contract be entered into at the person's 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特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) a door-to-door sale that falls under a form of transaction specified by Cabinet Order in which it is normal for the seller or the service provider to receive offers for or enter into sales contracts for goods or specified rights or service contracts for services at a place other than an office or other such location and that is found unlikely to prejudice the interests of the purchaser or the service recipient.

7 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。

(7) 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) a telemarketing sale to a person that has requested a telephone call in order to make an offer for or enter into a sales contract or a service contract (excluding a person that has made such a request as a result of an act of telemarketing or because of conduct specified by 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特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) a telemarketing sale that falls under a form of transaction specified by Cabinet Order in which it is normal for the seller or the service provider to receive offers for or enter into sales contracts for goods or specified rights or service contracts for services by postal mail or a similar means as a result of an act of telemarketing, and that is found unlikely to prejudice the interests of the purchaser or the service recipient.

8 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。

(8) The provisions of Article 10 and the preceding Article do not apply to installment sales (meaning installment sales as 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.

9 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。

(9) The provisions of Articles 11 and 13 do not apply to installment sales, etc. (meaning installment sales, loan-backed sales as prescribed in Article 2, paragraph (2) of the Installment Sales Act, intermediation of comprehensive credit purchases as prescribed in paragraph (3) of that Article, or intermediation of individual credit purchases as prescribed in paragraph (4) of that Article; the same applies in the following paragraph) that fall under the category of mail order sales.

10 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。

(10) 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 characters "訪問販売協会"(pronounced "houmon-hanbai-kyoukai", meaning "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 connected with 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 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") must 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 must make the directory of its members available for public inspection.

(成立の届出)

(Notification of Establishment)

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 established, a notification to that effect must be submitted to the competent minister with a certificate of registered information and a copy of its articles of incorporation attached thereto, within two weeks from the day of its establishment.

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 is

submitted, the competent minister must 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) If there has been a change involving a door-to-door sales association's name, address, articles of incorporation or any other information specified by order of the competent ministry, a notification to that effect must be submitted to the competent minister within two weeks from the day on which the 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 that is not a door-to-door sales association must not use a character in its name or trade name that could cause it 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 that is not a member of a door-to-door sales association must not use a character in its name or trade name that could cause it 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 Purchasers and Others)

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 must 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 request 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 ask for a written or oral explanation or for 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 must not refuse what a door-to-door sales association has asked it to do under the provisions of the preceding paragraph without reasonable 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 must 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.

第二十九条之二 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 must carry out business activities for delivering a certain amount of money to a person that has requested a refund of the money that the person has paid to a member after canceling, pursuant to the provisions of this Act, a sales contract or a service contract connected with the business activities in door-to-door sales in which the member is engaged or after retracting, pursuant to the provisions of this Act, a manifestation of the intention to offer a sales contract or a service contract connected with the business activities in door-to-door sales in which the member is engaged or to accept such an offer, if the member has failed to refund that money without reasonable 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 must set up a fund for the business activities set forth in the preceding paragraph, and must allocate to the fund the total amount of money contributed by its members on the condition of its allocation

to the expenses required for the 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 must 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) Once 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 must issue a public announcement of those means. The same applies if 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 must set forth in its articles of incorporation that, in the event that a member engages in conduct violating the provisions of this Act or a disposition based on the provisions of this Act, it will impose a monetary penalty on the member, order the member's rights as provided in the articles of incorporation to be suspended or restricted, or expel the member.

(情報の提供等)

(Provision of Information)

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 must 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) On finding that it is necessary to do so in order to ensure the proper implementation of business activities, the competent minister, to the extent necessary for enforcing the provisions of this Act, may inspect a door-to-door sales association's business activities or financial 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) Having issued the order set forth in the preceding paragraph, upon finding that it is particularly necessary to do so in order to protect the interests of purchasers or service recipients, the competent minister may issue a public announcement to the effect that the order has been issued.

(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 characters "通信販売協会" (pronounced "tsushin-hanbai kyokai" and meaning "mail order sales association") in its name may be established, but only if its articles of incorporation contain provisions to the effect that it will ensure the fairness of transactions connected with 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 engaged 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 Establishment)

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") is established, a notification to that effect must be submitted to the competent minister with a certificate of registered information and a copy of its articles of incorporation attached thereto, within two weeks from the day of its establishment.

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 is submitted, the competent minister must 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ない。

Article 30-3 (1) If there has been a change involving a mail order sales association's name, address, articles of incorporation or any other information specified by order of the competent ministry, a notification to that effect must be submitted to the competent minister within two weeks from the day on which the 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 that is not a mail order sales association must not use a character in its name or trade name that could cause it 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 that is not a member of a mail order sales association must not use a character in its name or trade name that could cause it 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 must hold consultations, provide the necessary advice to the requester, and investigate the circumstances surrounding the complaint, as well as notify the member of the details of the complaint and ask 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 ask for a written or oral explanation or for the 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 must not refuse what a mail order sales association has asked for under the provisions of the preceding paragraph without reasonable 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 must 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 are subject to 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) On finding that it is necessary to do so in order to ensure the proper implementation of the business activities set forth in the preceding Article, the competent minister, at any time, may inspect a mail order sales association's business activities or financial 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) Having issued an order as set forth in the preceding paragraph, and on finding it particularly necessary for protecting the interests of purchasers or service recipients, the competent minister may issue a public announcement to the effect that the order has been issued.

### 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二十一第一項及び第三項並びに第六十七条第一項において「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。以下この章及び第五章において同じ。）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二十一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を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二十一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二十一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 undertaking" as used in this Chapter and Article 58-21, paragraphs (1) and (3) and Article 67, paragraph (1) means the business of selling (including arranging for another person to sell) articles (including rights to use facilities or to be provided with services; the same applies hereinafter in this Chapter and Chapter 5) or of providing (including arranging for another person to provide) 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 58-21, 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 applies 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 those services to be provided, and any other profits that satisfy the requirements specified by order of the competent ministry; hereinafter the same applies in this Chapter and Article 58-21, paragraph (1), item (iv)), and wherein transactions that involve a specified burden (meaning the purchase of goods, payment of the consideration for services, or provision of a transaction fee; hereinafter the same applies in this Chapter and Article 58-21, 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二十一、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 "orchestrator" as used in this Chapter and Article 58-21, Article 66, paragraph (1) and Article 67, paragraph (1) means the person materially orchestrating a set of related multilevel marketing undertakings, which includes the orchestrator attaching its own trademark to the multilevel marketing goods or causing its own trade name or other specific indication to be used for the provision of services in connection with multilevel marketing undertakings, stipulating the adhesive terms and conditions of multilevel marketing transactions, and continuously guiding the operations of persons carrying on multilevel marketing undertakings.

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。

(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 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 When an orchestrator, a salesperson (meaning a person whom an orchestrator causes to solicit other persons in connection with multilevel marketing transactions that are connected to the set of related multilevel marketing undertakings orchestrated by that orchestrator; the same applies hereinafter), or a general multilevel marketing distributor (meaning a person, other than an orchestrator or a salesperson, who carries on a multilevel marketing undertaking; the same applies hereinafter) seeks to carry out a multilevel marketing transaction that is connected to the set of related multilevel marketing undertakings orchestrated by that orchestrator, the orchestrator, the salesperson, or the general multilevel marketing distributor must clearly indicate to the other party, prior to solicitation, the name of the orchestrator, the salesperson, or the general multilevel marketing distributor (a salesperson or a general multilevel marketing distributor must also indicate the name of the orchestrator), the fact that the purpose is to solicit the person to enter into a contract involving transactions that give rise to 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。以下この条及び第三十八条第三項第二号において同じ。）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) It is prohibited for an orchestrator or salesperson to intentionally fail to disclose facts about or to misrepresent the following information either in soliciting a person to enter into a contract involving multilevel marketing transactions that are connected to the set of related multilevel marketing undertakings orchestrated by the orchestrator (limited to a contract with an

individual who, without using a store or other similar facility (hereinafter referred to as a "store or similar facility"), will sell or arrange the sale of goods associated with that multilevel marketing undertaking or will provide or arrange for the provision of services associated with that multilevel marketing undertaking; hereinafter the same applies in this Article and Article 38, paragraph (3), item (ii)), or in order to prevent the cancellation of a contract involving multilevel marketing transactions that are connected to its multilevel marketing undertaking:

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 with services) and their performance or quality, the type of services, rights to use a facility, or rights to be provided with services, the details thereof, and other similar information specified by order 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 canceling 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 that multilevel marketing undertaking;

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) beyond as set forth in the preceding items, any material information about that multilevel marketing undertaking that would affect the decision of the counterparty to 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) It is prohibited for a general multilevel marketing distributor to misrepresent the information listed in the items of the preceding paragraph, either in soliciting a person to enter into a contract involving multilevel marketing transactions that are connected to a set of related multilevel marketing undertakings orchestrated by an orchestrator, or in order to prevent the cancellation of a contract for multilevel marketing transactions connected with

that multilevel marketing undertaking.

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) It is prohibited for an orchestrator, salesperson, or general multilevel marketing distributor to use intimidation to overwhelm a person in order to cause the person to enter into a contract involving multilevel marketing transactions that are connected to a set of related multilevel marketing undertakings orchestrated by that orchestrator or in order to prevent the person from canceling a contract involving multilevel marketing transactions that are connected to its multilevel marketing undertaking.

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) It is prohibited for an orchestrator, salesperson, or general multilevel marketing distributor to solicit a person whom the orchestrator, the salesperson, or the general multilevel marketing distributor has stopped and taken along with them or whom the orchestrator, the salesperson, or the general multilevel marketing distributor has induced away from a place that is not a business office, agency office, or any other place specified by order of the competent ministry by any other means specified by Cabinet Order, to enter into a contract involving transactions that give rise to a specified burden other than in a place into and out of which the general public comes and goes, without first having informed the person that the purpose for doing so is to solicit the person to enter into 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 On finding that it is necessary to do so in order to determine whether an orchestrator, a salesperson, or a general multilevel marketing distributor has misrepresented the information prescribed in Article 34,

paragraph (1), item (i) or (iv), the competent minister may ask the orchestrator, the salesperson, or the general multilevel marketing distributor to submit materials showing reasonable grounds to support the information 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, if the orchestrator, the salesperson, or the general multilevel marketing distributor fails to submit those materials, the orchestrator, the salesperson, or the general multilevel marketing distributor 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 an orchestrator, a salesperson, or a general multilevel marketing distributor advertises the multilevel marketing transactions that are connected with the set of related multilevel marketing undertakings orchestrated by the orchestrator, it must indicate the following information about its multilevel marketing undertaking in the advertisement, pursuant to the provisions of order 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 connected with its multilevel marketing undertaking are advertised, the method of calculating those 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) beyond what is listed in the preceding three items, information specified by order of the competent ministry.

(誇大広告等の禁止)

(Prohibition against Misleading Advertising)

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 an orchestrator, a salesperson, or a general multilevel marketing distributor advertises multilevel marketing transactions that are connected with the set of related multilevel marketing undertakings orchestrated by the orchestrator, it must not make a representation about the performance or quality of the goods associated with its multilevel marketing undertaking (excluding rights to use a facility or to be provided with services), the details of the rights to use a facility or to be provided with services, or the details of services associated with its multilevel marketing undertaking, nor about the specified burden involved in those multilevel marketing transactions, the specified profit involved in that multilevel marketing undertaking, or any other information specified by order 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** On finding that it is necessary to do so in order to determine whether an orchestrator's, salesperson's, or general multilevel marketing distributor's representation falls under the category of representations provided in the preceding Article, the competent minister may ask the orchestrator, the salesperson, or the general multilevel marketing distributor that 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, if the orchestrator, the salesperson, or the general multilevel marketing distributor fails to submit those 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 on Sending E-mail Advertising to a Person Who Has Not Given 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, it is prohibited for an orchestrator, a salesperson, or a general multilevel marketing distributor to advertise multilevel marketing transactions that are connected with the set of related multilevel marketing undertakings orchestrated by that orchestrator 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 multilevel marketing transactions that are connected with the set of related multilevel marketing undertakings orchestrated by that orchestrator (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) beyond as provided in the preceding item, when sending e-mail that advertises multilevel marketing transactions in cases specified by order 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、当該意思の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) It is prohibited for an orchestrator, salesperson, or general multilevel marketing distributor that has obtained the consent prescribed in the preceding paragraph or that has received a request provided in item (i) of that paragraph to 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 an unwillingness to receive e-mail that advertises multilevel marketing transactions; provided, however, that this does not apply if the orchestrator, the salesperson, or the general multilevel marketing distributor later receives a request from the advertising target or regains 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) Except in the case set forth in paragraph (1), item (ii), when sending e-mail that advertises multilevel marketing transactions, an orchestrator, a salesperson, or a general multilevel marketing distributor must prepare what is specified by order 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 must preserve such records pursuant to the provisions of order 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の表示を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) Except in the case set forth in paragraph (1), item (ii), when sending e-mail that advertises multilevel marketing transactions, an orchestrator, a salesperson, or a general multilevel marketing distributor must indicate in its e-mail that advertises multilevel marketing transactions, pursuant to the provisions of order of the competent ministry, information that is specified by order of the competent ministry as the information that an advertising target needs to have in order to indicate an unwillingness 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全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) If an orchestrator, a salesperson, or a general multilevel marketing distributor has entrusted another person with all of the following business activities at once, the provisions of the preceding two paragraphs do not apply to any e-mail that advertises multilevel marketing transactions subject to 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の表示をするために必要な事項を表示する業務

(iii) business activities for indicating the information an advertising target needs to have in order to indicate an unwillingness 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全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五項及び第六十七条第一項第四号において「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 person entrusted with all of the business activities listed in the items of paragraph (5) of the preceding Article at once by an orchestrator, a salesperson, or a general multilevel marketing distributor (a person so entrusted is hereinafter referred to as a "contractor entrusted with e-mail that advertises multilevel marketing transactions" in this Chapter and Article 66, paragraph (5) and Article 67, paragraph (1), item (iv)) must not send e-mail that advertises multilevel marketing transactions for multilevel marketing transactions that are connected with the set of related multilevel marketing undertakings orchestrated by the orchestrator, that are carried out by the orchestrator, the salesperson, or the general multilevel marketing distributor that entrusted the contractor with those business activities (hereinafter referred to as the "party entrusting a contractor with 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 a contractor with 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) beyond as set forth in the preceding item, when sending e-mail that advertises the multilevel marketing transactions of a party entrusting a contractor with e-mail that advertises its multilevel marketing transactions

in cases specified by order 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 a contractor with 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 a contractor with e-mail that advertises its multilevel marketing transactions, by a contractor entrusted with e-mail that advertises multilevel marketing transactions. When this 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 carrying on a multilevel marketing undertaking (if a person other than a person carrying on a multilevel marketing undertaking will enter into a contract concerning the specified burden involved in multilevel marketing transactions that are connected with that multilevel marketing undertaking, the person entering into the contract) seeks to enter into a contract concerning the specified burden involved in multilevel marketing transactions with a person seeking to bear that specified burden (limited to an individual who, without using a store or similar facility, will sell or arrange the sale of goods associated with that multilevel marketing undertaking or will provide or arrange for the provision of services associated with its multilevel marketing undertaking), the person carrying on that multilevel marketing undertaking must deliver to that person a document containing an outline of its multilevel marketing undertaking pursuant to the provisions of order of the competent ministry before entering into that 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) If a person carrying on a multilevel marketing undertaking has entered into a contract involving multilevel marketing transactions that are connected with its multilevel marketing undertaking (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 or similar facility, will sell or arrange the sale of goods associated with that multilevel marketing undertaking or will provide or arrange for the provision of services associated with that multilevel marketing undertaking, the person engaged in multilevel marketing must deliver to that person a document containing the details of that multilevel marketing contract with respect to the following information without delay, pursuant to the provisions of order 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 with services) and their performance or quality, or the type of services, rights to use a facility, or rights to be provided with 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 conditions for reselling, selling on consignment, or arranging the sale of the goods, or about providing the same kind of services or arranging for those 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 canceling 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) information specified by order of the competent ministry, beyond what is set forth in the preceding items.

(指示等)

(Instructions)

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、当該違反又は当該行為の是正のための措置、連鎖販売取引の相手方の利益の保護を図るための措置その他の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) If an orchestrator 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 if a salesperson 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, and the competent minister finds that the conduct is likely to prejudice the fairness of multilevel marketing transactions and the interests of the counterparty thereto, the competent minister may instruct the orchestrator to take measures for correcting the violation or conduct, measures for protecting the interests of the counterparty to the multilevel marketing transactions, or any other 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 the performance of the obligations under a multilevel marketing contract connected with multilevel marketing or the obligations that occur through the 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を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 person's entry into a multilevel marketing contract connected with a multilevel marketing undertaking (limited to a contract with an individual who, without using a store or similar facility, will sell or arrange the sale of goods associated with that multilevel marketing undertaking or will provide or arrange for the provision of services associated with that multilevel marketing undertaking; 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 connected with the set of related multilevel marketing undertakings

orchestrated by the orchestrator 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 a person who has indicated an unwillingness to enter into a multilevel marketing contract connected with the set of related multilevel marketing undertakings orchestrated by the orchestrator to enter into such a contract, in a way that the 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) beyond as set forth in the preceding three items, conduct in connection with a multilevel marketing contract connected with the set of related multilevel marketing undertakings orchestrated by a orchestrator, that is specified by order 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、当該違反又は当該行為の是正のための措置、連鎖販売取引の相手方の利益の保護を図るための措置その他の必要な措置をとるべきことを指示することができる。

(2) If a salesperson 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, and the competent minister finds that the conduct is likely to prejudice the fairness of multilevel marketing transactions and the interests of the counterparty thereto, the competent minister may instruct the salesperson to take measures for correcting the violation or conduct, measures for protecting the interests of the counterparty to multilevel marketing transactions, and any other 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、又は次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、当該違反又は当該行為の是正のための措置、連鎖販売取引の相手方の利益の保護を図るための措置その他の必要な措置をとるべきことを指示することができる。

(3) If 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 following items, and the competent minister finds that the conduct is likely to prejudice the fairness of multilevel marketing transactions and the interests of the counterparty thereto, the competent minister may instruct the general multilevel marketing distributor to take measures for correcting the violation or conduct, measures for protecting the interests of the counterparty to multilevel marketing transactions, or any other necessary measures:

一 第一項各号に掲げる行為

(i) conduct mentioned in the items of paragraph (1); or

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、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につき、故意に事実を告げないこと。

(ii) intentionally failing to disclose any material information about its multilevel marketing undertaking that would affect the decision of the other party, either in soliciting a person to enter into a contract involving multilevel marketing transactions that are connected to a set of related multilevel marketing undertakings orchestrated by an orchestrator or in order to prevent the cancellation of a contract involving multilevel marketing transactions that are connected to its multilevel marketing undertaking.

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) If a contractor 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), and the competent minister finds that the conduct is likely to prejudice the fairness of multilevel marketing transactions and the interests of the counterparty thereto, the competent minister may instruct the contractor entrusted with e-mail that advertises multilevel marketing transactions to take any necessary measures.

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

(5) Having given an instruction under the provisions of paragraphs (1) through (3), the competent minister must issue a public announcement to that effect.

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

(6) Having given an instruction under the provisions of paragraph (4), the

competent minister must issue a public announcement to that effect.

(連鎖販売取引の停止等)

(Suspension of Multilevel Marketing Transactions)

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、二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。この場合において、主務大臣は、その統括者が個人である場合にあつては、その者に対して、当該停止を命ずる期間と同一の期間を定めて、当該停止を命ずる範囲の連鎖販売取引に係る業務を営む法人の当該業務を担当する役員となることの禁止を併せて命ずることができる。

Article 39 (1) If an orchestrator 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 if a salesperson 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), and the competent minister finds that that conduct is likely to significantly prejudice the fairness of multilevel marketing transactions and the interests of the counterparty thereto, or the orchestrator fails to follow the instructions under the provisions of Article 38, paragraph (1), the competent minister may order the orchestrator to stop soliciting or causing a salesperson to solicit persons in connection with the multilevel marketing transactions that are connected to its multilevel marketing undertaking, or may order the orchestrator to suspend its multilevel marketing transactions in whole or in part, during a specified period of no longer than two years. In such a case, if the orchestrator is an individual, the competent minister may also prohibit the individual from becoming an officer in charge of the business activities of a corporation that engages in business activities related to multilevel marketing transactions which fall within the scope of the suspension for a period equal to the period of that suspension.

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、二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。この場合において、主務大臣は、その勧誘者が個人である場合にあつては、その者に対して、当該停止を命ずる期間と同一の期間を定めて、当該停止を命ずる範囲の連鎖販売取引に係る業務を営む法人の当該業務を担当する役員となることの禁止を併せて命ずることができる。

(2) If a salesperson 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), and 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 the salesperson fails to follow the instructions under the provisions of Article 38, paragraph (2), the competent minister may order the salesperson to stop soliciting persons in connection with the multilevel marketing transactions that are connected to its multilevel marketing undertaking, or may order the salesperson to suspend its multilevel marketing transactions in whole or in part, during a specified period of no longer than two years. In such a case, if the salesperson is an individual, the competent minister may also prohibit the individual from becoming an officer in charge of the business activities of a corporation that engages in business activities related to multilevel marketing transactions which fall within the scope of the suspension for a period equal to the period of that suspension.

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三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、二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。この場合において、主務大臣は、その一般連鎖販売業者が個人である場合にあつては、その者に対して、当該停止を命ずる期間と同一の期間を定めて、当該停止を命ずる範囲の連鎖販売取引に係る業務を営む法人の当該業務を担当する役員となることの禁止を併せて命ずることができる。

(3) If 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 (3) of the preceding

Article, and 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 the general multilevel marketing distributor fails to follow the instructions under the provisions of that paragraph, the competent minister may order the general multilevel marketing distributor to stop soliciting persons in connection with the multilevel marketing transactions that are connected to its multilevel marketing undertaking, 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 two years. In such a case, if the general multilevel marketing distributor is an individual, the competent minister may also prohibit the individual from becoming an officer in charge of the business activities of a corporation that engages in business activities related to multilevel marketing transactions which fall within the scope of the suspension for a period equal to the period of that suspension.

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) If a contractor 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), and 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 the contractor entrusted with e-mail that advertises multilevel marketing transactions fails to follow the instructions under the provisions of paragraph (4) of the preceding Article, the competent minister may order the contractor entrusted with e-mail that advertises multilevel marketing transactions to suspend those of its 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) Having issued an order under the provisions of paragraphs (1) through (3), the competent minister must 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) Having issued an order under the provisions of paragraph (4), the competent minister must issue a public announcement to that effect.

(業務の禁止等)

**(Prohibition of Business)**

第三十九条の二 主務大臣は、統括者に対して前条第一項の規定によりその行う連鎖販売取引の停止を命ずる場合において、次の各号に掲げる場合の区分に応じ、当該各号に定める者が当該命令の理由となつた事実及び当該事実に関してその者が有していた責任の程度を考慮して当該命令の実効性を確保するためにその者による連鎖販売取引に係る業務を制限することが相当と認められる者として主務省令で定める者に該当するときは、その者に対して、当該停止を命ずる期間と同一の期間を定めて、当該停止を命ずる範囲の連鎖販売取引に係る業務を新たに開始すること（当該業務を営む法人の当該業務を担当する役員となることを含む。）の禁止を命ずることができる。

Article 39-2 (1) If the competent minister orders an orchestrator to suspend its multilevel marketing transactions pursuant to paragraph (1) of the preceding Article, and a person that the relevant of the following items prescribes for the category of case set forth in that item is a person specified by order of the competent ministry as a person whose multilevel marketing transactions should be restricted so as to ensure the effectiveness of the order in consideration of the facts constituting the grounds for the order and the extent of the responsibility that the person had for those facts, the competent minister may prohibit the person from commencing new business activities related to multilevel marketing transactions that fall within the scope of the suspension (including becoming an officer in charge of the relevant business activities of a corporation that engages in such business activities) for a period equal to the period of that suspension:

一 当該統括者が法人である場合その役員及び当該命令の日前六十日以内においてその役員であつた者並びにその使用人及び当該命令の日前六十日以内においてその使用人であつた者

(i) if the orchestrator is a corporation: its officer or a person who was its officer in the sixty days before the date of the order, or its employee or a person who was its employee in the sixty days before the date of the order; or

二 当該統括者が個人である場合その使用人及び当該命令の日前六十日以内においてその使用人であつた者

(ii) if the orchestrator is an individual: an employee or a person who was an employee in the sixty days before the date of the order.

2 主務大臣は、勧誘者に対して前条第二項の規定によりその行う連鎖販売取引の停止を命ずる場合において、次の各号に掲げる場合の区分に応じ、当該各号に定める者が当該命令の理由となつた事実及び当該事実に関してその者が有していた責任の程度を考慮して当該命令の実効性を確保するためにその者による連鎖販売取引に係る業務を制限することが相当と認められる者として主務省令で定める者に該当するときは、そ

の者に対して、当該停止を命ずる期間と同一の期間を定めて、当該停止を命ずる範囲の連鎖販売取引に係る業務を新たに開始すること（当該業務を営む法人の当該業務を担当する役員となることを含む。）の禁止を命ずることができる。

(2) If the competent minister orders a salesperson to suspend its multilevel marketing transactions pursuant to paragraph (2) of the preceding Article, and a person that the relevant of the following items prescribes for the category of case set forth in that item is a person specified by order of the competent ministry as one whose multilevel marketing transactions should be restricted so as to ensure the effectiveness of the order in consideration of the facts constituting the grounds for the order and the extent of the responsibility that the person had for those facts, the competent minister may prohibit the person from commencing new business activities related to multilevel marketing transactions that fall within the scope of the suspension (including becoming an officer in charge of the relevant business activities of a corporation that engages in such business activities) for a period equal to the period of that suspension:

一 当該勧誘者が法人である場合その役員及び当該命令の日前六十日以内においてその役員であつた者並びにその使用人及び当該命令の日前六十日以内においてその使用人であつた者

(i) if the salesperson is a corporation: its officer or a person who was its officer in the sixty days before the date of the order, or its employee or a person who was its employee in the sixty days before the date of the order; or

二 当該勧誘者が個人である場合その使用人及び当該命令の日前六十日以内においてその使用人であつた者

(ii) if the salesperson is an individual: an employee or a person who was an employee in the sixty days before the date of the order.

3 主務大臣は、一般連鎖販売業者に対して前条第三項の規定によりその行う連鎖販売取引の停止を命ずる場合において、次の各号に掲げる場合の区分に応じ、当該各号に定める者が当該命令の理由となつた事実及び当該事実に関してその者が有していた責任の程度を考慮して当該命令の実効性を確保するためにその者による連鎖販売取引に係る業務を制限することが相当と認められる者として主務省令で定める者に該当するときは、その者に対して、当該停止を命ずる期間と同一の期間を定めて、当該停止を命ずる範囲の連鎖販売取引に係る業務を新たに開始すること（当該業務を営む法人の当該業務を担当する役員となることを含む。）の禁止を命ずることができる。

(3) If the competent minister orders a general multilevel marketing distributor to suspend its multilevel marketing transactions pursuant to paragraph (3) of the preceding Article, and a person that the relevant of the following items prescribes for the category of case set forth in that item is a person specified by order of the competent ministry as one whose multilevel marketing transactions should be restricted so as to ensure the effectiveness of the order in consideration of the facts constituting the grounds for the order and the

extent of the responsibility that the person had for those facts, the competent minister may prohibit the person from commencing new business activities related to multilevel marketing transactions that fall within the scope of the suspension (including becoming an officer in charge of the relevant business activities of a corporation that engages in such business activities) for a period equal to the period of that suspension:

一 当該一般連鎖販売業者が法人である場合その役員及び当該命令の日前六十日以内においてその役員であつた者並びにその使用人及び当該命令の日前六十日以内においてその使用人であつた者

(i) if the general multilevel marketing distributor is a corporation: its officer or a person who was its officer in the sixty days before the date of the order, or its employees or a person who was its employee in the sixty days before the date of the order; or

二 当該一般連鎖販売業者が個人である場合その使用人及び当該命令の日前六十日以内においてその使用人であつた者

(ii) if the general multilevel marketing distributor is an individual: an employee or a person who was an employee in the sixty days before the date of the order.

4 主務大臣は、前三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) Having issued an order under the provisions of the preceding three paragraphs, the competent minister must 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) When a person carrying on a multilevel marketing undertaking has entered into a multilevel marketing contract in connection with its multilevel marketing undertaking, the counterparty to the multilevel marketing contract (limited to an individual who, without using a store or similar facility, will sell or arrange the sale of goods associated with that multilevel marketing or will provide or arrange for the provision of services associated with that multilevel marketing undertaking; hereinafter referred to as a "multilevel marketing affiliate" in this Chapter) may cancel the multilevel marketing contract in writing, except once 20 days have passed after the date on which the multilevel marketing affiliate received the document referred to in Article 37, paragraph (2) (or except once 20 have passed since the date the goods were first delivered, if the specified burden under the multilevel marketing contract is the purchase of goods (excluding rights to use a facility or to be provided with 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 the document; the same applies in paragraph (1) of the following Article) (if the multilevel marketing affiliate did not cancel the multilevel marketing contract under the provisions of this paragraph by that time limit because the multilevel marketing affiliate was under the misapprehension that information about canceling the multilevel marketing contract under the provisions of this paragraph that the orchestrator or the salesperson had misrepresented to the multilevel marketing affiliate, in violation of the provisions of Article 34, paragraph (1), or that the general multilevel marketing distributor had misrepresented to the multilevel marketing affiliate, in violation of Article 34, paragraph (2), was true, or because the multilevel marketing affiliate was overwhelmed due to the orchestrator's, the salesperson's, or the general multilevel marketing distributor's use of intimidation, in violation of the provisions of Article 34, paragraph (3), then except once 20 days have passed after the date on which the multilevel marketing affiliate received a document delivered thereto by the orchestrator, the salesperson, or the general multilevel marketing distributor, pursuant to the provisions of order of the competent ministry, that contains a notice to the effect that the multilevel marketing affiliate may cancel the multilevel marketing contract pursuant to the provisions of this paragraph).

When such is the case, the person engaged in multilevel marketing may not claim damages or demand the 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發した時に、その効力を生ずる。

(2) The cancellation of a multilevel marketing contract as referred to in the preceding paragraph takes effect at the time the multilevel marketing affiliate sets forth in writing that the multilevel marketing affiliate 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に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) If a multilevel marketing contract is canceled as referred to in paragraph (1), the person engaged in 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) Once 20 days have passed after the date on which a multilevel marketing affiliate has received the document referred to in Article 37, paragraph (2), the multilevel marketing affiliate may effect a prospective cancellation of the multilevel marketing contract in question (if the multilevel marketing affiliate did not cancel the multilevel marketing contract under the provisions of paragraph (1) of the preceding Article by the relevant time limit because the multilevel marketing affiliate was under the misapprehension that information about canceling the multilevel marketing contract under the

provisions of that paragraph that the orchestrator or the salesperson had misrepresented to the multilevel marketing affiliate, in violation of the provisions of Article 34, paragraph (1), or that the general multilevel marketing distributor had misrepresented, in violation of Article 34, paragraph (2), was true, or because the multilevel marketing affiliate was overwhelmed due to the orchestrator's, the salesperson's, or the general multilevel marketing distributor's use of intimidation, in violation of the provisions of Article 34, paragraph (3), then once 20 days have passed after the date on which the multilevel marketing affiliate received a document delivered thereto by the orchestrator, the salesperson, or the general multilevel marketing distributor, pursuant to the provisions of order of the competent ministry, that contains a notice to the effect that the multilevel marketing affiliate may cancel the multilevel marketing contract under 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) If a multilevel marketing contract has been canceled pursuant to the provisions of the preceding paragraph, and the person carrying on the multilevel marketing undertaking has already sold (including arranging the sale of) the goods associated with the multilevel marketing undertaking to the multilevel marketing affiliate (limited to the person who entered into 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 the goods (including the part of the 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っては、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) once 90 days have passed after the date the goods were delivered to the multilevel marketing affiliate (if those goods constitute rights to use a facility or to be provided with services, the date the multilevel marketing



affiliate was transferred the rights; hereinafter the same applies in this Article);

二 当該商品を再販売したとき。

(ii) if the multilevel marketing affiliate has resold the 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) if the multilevel marketing affiliate has used or consumed the goods in whole or in part (excluding if the person that sold the multilevel marketing affiliate the goods associated with that multilevel marketing undertaking induced the multilevel marketing affiliate to use or consume the 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) If a multilevel marketing contract is canceled pursuant to the provisions of paragraph (1), the person carrying on the multilevel marketing undertaking may not demand that the multilevel marketing affiliate pay an amount of money that exceeds the aggregate of the amount of costs normally required for entering into and performing a contract (if the case falls under one of the following items, that amount plus the amount specified in the relevant item for the event listed therein) and the amount of the relevant damages for delay based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for a penalty:

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) if the multilevel marketing contract is canceled after the delivery of goods connected with multilevel marketing transactions that involve 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る、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 equal to the sales 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 equal 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) if the multilevel marketing contract is canceled after the services connected with multilevel marketing transactions that involve a specified burden started to be provided: the amount equal to the consideration for the services provided (limited to those provided under the 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 is canceled pursuant to the provisions of paragraph (2), the person engaged in the sale of goods associated with that multilevel marketing undertaking may not demand that the multilevel marketing affiliate pay an amount of money that exceeds the aggregate of the amount specified in the relevant of the following items for the event listed therein and the amount of the relevant damages for delay based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for a penalty:
- 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) if the goods have been returned or the sales contract for goods has been cancelled before the delivery of the goods: the amount equal to one-tenth of the sales 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) if the goods are not returned: the amount equal to the sales 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った者の債務の弁済の責めに任ずる。
- (5) If a sales contract for goods is canceled pursuant to the provisions of paragraph (2), the orchestrator of the set of related multilevel marketing undertakings with which the goods are associated is jointly and severally liable for the performance of any obligations of the person selling the goods which

have arisen from that 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) do not apply to goods or services associated with a multilevel marketing undertaking 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)

(Retraction of the Manifestation of an Intention to Offer a Multilevel Marketing Contract or to Accept Such an 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) If a multilevel marketing affiliate was under a misapprehension specified in item (i) or (ii) as a result of the orchestrator's or the salesperson's having engaged in conduct listed in that item in soliciting a multilevel marketing contract connected with the set of related multilevel marketing undertakings orchestrated by the orchestrator, or if the multilevel marketing affiliate was under a misapprehension specified in item (iii) as a result of a general multilevel marketing distributor's having engaged in conduct listed in that item in soliciting the affiliate's entry into the multilevel marketing contract connected with its multilevel marketing undertaking, because of which the multilevel marketing affiliate manifested the intention to offer a multilevel marketing contract or to accept such an offer, the multilevel marketing affiliate may retract the manifestation of the intention to offer such a contract or to accept that offer; provided, however, that this does not apply if the counterparty to the multilevel marketing contract was unaware of the conduct by the orchestrator, the salesperson, or the general multilevel marketing distributor at the time the multilevel marketing contract was entered into:

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) a 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) an intentional failure to disclose a fact, in violation of the provisions of

Article 34, paragraph (1): the misapprehension that the relevant fact does 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) a misrepresentation in violation of the provisions of Article 34, paragraph

(2): the misapprehension that the information being represented is true.

2 第九条の三第二項から第五項までの規定は、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 (5) apply mutatis mutandis to a retraction, under the provisions of the preceding paragraph, of the manifestation of the intention to offer a multilevel marketing contract or to accept such an 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二十二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 58-22, 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) the provision of specified continuous services that a service provider undertakes after having entered into a contract under which the service provider 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って販売する契約(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 with specified continuous services (limited to those to be provided for a period exceeding that which is specified by Cabinet Order under the preceding item) that a seller undertakes after having entered into a contract under which the seller sells the rights to be provided with specified continuous services and receives an amount of money exceeding that which is specified by Cabinet Order under that 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二十二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 58-22, 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 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的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 the recipient's physical beauty, increase the recipient's knowledge or skills, or cause the recipient to accomplish any other purpose related to the recipient's 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二十二において「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) If a service provider or a seller seeks to enter into a specified continuous service contract or a sales contract for specified rights (hereinafter referred to as a "specified service or sales contract" in this Chapter and Article 58-22) 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 must deliver a document containing an outline of the specified service or sales contract thereto pursuant to the provisions of order of the competent ministry, prior to the person's entry into the specified service or sales contract.

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) Having entered into a specified continuous service contract, a service provider must immediately deliver to the person being provided the specified continuous services a document containing the details of the specified continuous service contract pursuant to the provisions of order 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がある商品がある場合にはその商品名

(i) information specified by order 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 those 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 canceling the specified continuous service contract under the provisions of Article 48, paragraph (1) (including information under the provisions of paragraphs (2) through (7) of that 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 canceling 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 that 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) information specified by order of the competent ministry, beyond what is set forth in the preceding items.

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) Having entered into a sales contract for specified rights, a seller must immediately deliver to the purchaser a document containing the details of the sales contract for specified rights pursuant to the provisions of an order 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 order 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 those 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 sales 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 and method of payment of 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 for the services that the purchaser can receive by exercising 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 canceling 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 that 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 canceling 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 that 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) information specified by order of the competent ministry, beyond what is set forth in the preceding items.

（誇大広告等の禁止）

(Prohibition against Misleading Advertising)

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 a 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 must not make a representation about the content, results, or any other information specified by order of the competent ministry concerning the 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、第四十六条第一項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** On finding that it is necessary to do so in order to determine whether a service provider's or seller's representation falls under the category of representations provided in the preceding Article, the competent minister may ask the service provider or the seller that 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, paragraph (1) and Article 47, paragraph (1) in such a case, when the service provider or the seller fails to submit those materials, the representation is deemed to fall under the category of representations provided 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) It is prohibited for a service provider or seller to misrepresent the following information in soliciting a person to enter into a specified service or sales contract or in order to prevent the cancellation of a specified service or sales contract:

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 the rights), and other similar information specified by order 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 the purchaser of the rights exercises the right to be provided with the services, the type of goods and their performance or quality, and other similar information specified by order 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 sales 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 and method of payment of 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 for the services that the purchaser can receive by exercising 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 canceling the specified service or sales contract (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 enter into the specified service or sales contract; 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) beyond as set forth in the preceding items, any material information about the specified service or sales contract 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) It is prohibited for a service provider or a seller to intentionally fail to disclose facts with respect to the information listed in items (i) through (vi) of the preceding paragraph in soliciting a person to enter into a specified service or sales contract.

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) It is prohibited for a service provider or a seller to use intimidation to overwhelm a person in order to cause the person to enter into a specified service or sales contract or to prevent the person from canceling a specified service or sales contract.

(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、第四十六条第一項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 On finding that it is necessary to do so in order to determine whether a service provider or a seller has misrepresented the information prescribed in paragraph (1), item (i) or (ii) of the preceding Article, the competent minister may ask the service provider or the seller to submit materials showing reasonable grounds to support the information conveyed to the other party, within a specified period. With regard to the application of the provisions of Article 46, paragraph (1) and Article 47, paragraph (1) in such a case, if the service provider or the seller fails to submit those materials, the service provider or the seller 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 (meaning a transaction connected with the provision of specified continuous services wherein the service provider or the 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 must keep documents describing its business and financial status at the office where it carries out business activities that are connected to specified service or sales contracts, pursuant to the provisions of order 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 connected with the provision of specified continuous services may ask 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 ask to be delivered a full or extracted copy of the documents.

(指示等)

(Instructions)

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、当該違反又は当該行為の是正のための措置、特定継続的役務提供受領者等の利益の保護を図るための措置その他の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 (1) If 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, and the competent minister finds that the conduct is likely to prejudice the fairness of a transaction connected with the provision of specified continuous services and the interests of a person entering into a specified continuous service contract and receiving specified continuous services or a person purchasing the rights to be provided with specified continuous services after entering into a sales contract for specified rights (hereinafter referred to as the "service recipient or purchaser" in this Chapter), the competent minister may instruct the service provider or the seller to take measures for correcting the violation or conduct, measures for protecting the interests of the service recipient or purchaser, and any other 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 the performance of the obligations under the specified service or sales contract or the obligations that occur through the cancellation of the 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、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 service or sales contract that would affect the decision of the customer (excluding the information set forth in Article 44, paragraph (1), items (i) through (vi)) in soliciting a person to enter into a specified service or sales contract;

三 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、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につき、故意に事実を告げないこと。

(iii) intentionally failing to disclose any material information about the specified service or sales contract that would affect the decision of the service recipient or purchaser in order to prevent the cancellation of a specified service or sales contract; and

四 前三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

(iv) beyond as set forth in the preceding three items, conduct in connection with the Provision of a specified continuous service that is specified by order of the competent ministry as being likely to prejudice the fairness of a transaction connected with the provision of a specified continuous service and the interests of the service recipient or purchaser

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

(2) Having given an instruction under the provisions of the preceding paragraph, the competent minister must issue a public announcement to that effect.

(業務の停止等)

(Suspension of Business)

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第一項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項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、二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。この場合において、主務大臣は、その役務提供事業者又は販売業者が個人である場合にあつては、その者に対して、当該停止を命ずる期間と同一の期間を定めて、当該停止を命ずる範囲の業務を営む法人の当該業務を担当する役員となることの禁止を併せて命ずることができる。

Article 47 (1) If 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 paragraph (1) of the preceding Article, and the competent minister finds that the conduct is likely to significantly prejudice the fairness of a transaction connected with the provision of a specified continuous service and the interests of the service recipient or purchaser or the service provider or the seller fails to follow the instructions under the provisions of that paragraph, 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 two years. In such a case, if the service provider or the seller is an individual, the competent minister may also prohibit the individual from becoming an officer in charge of business activities that are subject to the suspension at a corporation that engages in those business activities for a period equal to the period of the suspension.

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) Having issued an order under the provisions of the preceding paragraph, the competent minister must issue a public announcement to that effect.

(業務の禁止等)

(Prohibition of Business)

第四十七条の二 主務大臣は、役務提供事業者又は販売業者に対して前条第一項の規定により業務の停止を命ずる場合において、次の各号に掲げる場合の区分に応じ、当該各号に定める者が当該命令の理由となつた事実及び当該事実に関してその者が有していた責任の程度を考慮して当該命令の実効性を確保するためにその者による特定継続的役務提供に関する業務を制限することが相当と認められる者として主務省令で定める者に該当するときは、その者に対して、当該停止を命ずる期間と同一の期間を定めて、当該停止を命ずる範囲の業務を新たに開始すること（当該業務を営む法人の当該業務を担当する役員となることを含む。）の禁止を命ずることができる。

Article 47-2 (1) If the competent minister orders a service provider or a seller to suspend its business activities pursuant to paragraph (1) of the preceding Article, and a person that the relevant of the following items prescribes for the category of case set forth in that item is a person specified by order of the competent ministry as one whose provision of specified continuous services should be restricted so as to ensure the effectiveness of the order in

consideration of the facts constituting the grounds for the order and the extent of the responsibility that the person had for those facts, the competent minister may prohibit the person from commencing new business activities that fall within the scope of the suspension (including becoming an officer in charge of the relevant business activities of a corporation that engages in that business activities) for a period equal to the period of that suspension:

一 当該役務提供事業者又は当該販売業者が法人である場合その役員及び当該命令の日前六十日以内においてその役員であつた者並びにその使用人及び当該命令の日前六十日以内においてその使用人であつた者

(i) if the service provider or seller is a corporation: its officer or a person who was its officer in the sixty days before the date of the order, or its employee or a person who was its employee in the sixty days before the date of the order; or

二 当該役務提供事業者又は当該販売業者が個人である場合その使用人及び当該命令の日前六十日以内においてその使用人であつた者

(ii) if the service provider or seller is an individual: an employee or a person who was an employee in the sixty days before the date of the order.

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) Having issued an order under the provisions of the preceding paragraph, the competent minister must 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 Service or Sales Contract)

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) If a service provider or a seller has entered into a specified service or sales contract, the service recipient or purchaser may cancel the specified service or sales contract in writing, except once eight days have passed after the date on which the service recipient or purchaser received the document

referred to in Article 42, paragraph (2) or (3) (if the service recipient or purchaser did not cancel the specified service or sales contract under this paragraph by that time limit because the service recipient or purchaser was under the misapprehension that information about the cancellation of a specified service or sales contract under the provisions of this paragraph that the service provider or the seller had misrepresented to the service recipient or purchaser, in violation of the provisions of Article 44, paragraph (1), was true, or because the service recipient or purchaser 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 once eight days have passed after the date on which the service recipient or purchaser received a document delivered thereto by the service provider or the seller pursuant to the provisions of order of the competent ministry that contains a notice to the effect that the service recipient or purchaser may cancel the specified service or sales contract 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の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二十二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二十二第二項において「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) If a specified service or sales contract has been canceled under the provisions of the preceding paragraph, and the service provider or the 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 service recipient or purchaser needs to purchase at the time the service recipient or purchaser is provided with specified continuous Services (hereinafter referred to as "related goods" in this Chapter and Article 58-22, paragraph (2) and Article 66, paragraph (2)), the provisions of the preceding paragraph also apply to any contract connected with the sale of the goods (hereinafter referred to as a "sales contract for related goods" in this Article, the following Article and Article 58-22, paragraph (2)); provided, however, that this does not apply if, in spite of having received the document referred to in Article 42, paragraph (2) or (3), the service recipient or purchaser 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 if the service provider or the seller induced the service recipient or purchaser to use or consume the 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 service or sales contract 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 or purchaser sets forth in writing that the service recipient or purchaser 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) If a specified service or sales contract is canceled under the provisions of paragraph (1) or if a sales contract for related goods is canceled under the provisions of paragraph (2), the service provider or the 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) If a sales contract for specified Rights is canceled under the provisions of paragraph (1) or if a sales contract for related goods is canceled under the provisions of paragraph (2), the seller or the person selling 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) If a specified service or sales contract is canceled under the provisions of paragraph (1), the service provider or the seller may not demand that the service recipient or purchaser pay consideration or any other money for specified continuous services under the specified service or sales contract, 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) If a specified continuous service contract is canceled under the provisions of paragraph (1), the service provider must promptly return any money the service provider 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 service recipient or purchaser 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った場合には、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) If a service provider has entered into a specified continuous service contract, the recipient of the specified continuous services may effect a prospective cancellation of the contract in question once eight days have passed after the date on which the recipient of the specified continuous services has 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 under the provisions of paragraph (1) of the preceding Article by the relevant time limit because the recipient of the specified continuous services was under the misapprehension that information about canceling the specified continuous service contract under the provisions of the paragraph that the service provider had misrepresented to the recipient of the specified continuous services, 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 once eight days have passed after the date on which the recipient of the specified continuous services received a document delivered thereto by the service provider, pursuant to the provisions of order of the competent ministry, that contains a notice to the

effect that the recipient of the specified continuous services may cancel the specified continuous service contract under the provisions of paragraph (1) of the preceding 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) If a specified continuous service contract is 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 aggregate of the amount specified in each of the following items for the event listed therein and the amount of the relevant damages for delay based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for a penalty:

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) if the specified continuous service contract is 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 equal 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 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) if the specified continuous service contract is canceled before the specified continuous services started to be provided: the amount specified by 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 entering into 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) If a seller enters into a sales contract for specified rights, the purchaser of the right to be provided with specified continuous services may cancel the sales contract for specified rights once eight days have passed after the date on which the purchaser of the right to be provided with specified continuous services has received the document referred to in Article 42, paragraph (3) (if the purchaser of the right to be provided with the specified continuous services does not cancel the sales contract for specified rights under the provisions of paragraph (1) of the preceding Article by the relevant time limit because the purchaser of the right to be provided with specified continuous services 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 the purchaser of the rights to be provided with specified continuous services, in violation of the provisions of Article 44, paragraph (1), was true, or because the purchaser of the right 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 once eight days have passed after the date on which the purchaser of the right to be provided with specified continuous services has received a document delivered thereto by the seller, pursuant to the provisions of order of the competent ministry, that contains a notice to the effect that the purchaser of the right to be provided with specified continuous services may cancel the 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) If 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 right to be provided with specified continuous services pay an amount of money that exceeds the aggregate of the amount specified in the relevant of the following items for the case listed therein and the amount of the relevant damages for delay based on the statutory interest rate, even if there is

an agreement for liquidated damages or a provision for a penalty:

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) if the rights are returned: the amount equal to the profit that can normally be earned through the exercise of such rights (or the amount equal to the sales price of the rights less the value of those rights at the time of their return, if this exceeds the amount equal to the profit that can normally be gained through the exercise of such rights);

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) if the rights are not returned: the amount equal to the sales 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) If the contract is canceled prior to the transfer of the rights: the amount of costs normally required for entering into 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) If a specified service or sales contract has been canceled pursuant to the provisions of paragraph (1) or (3), and 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 service recipient or purchaser, the service recipient or purchaser 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) If a sales contract for related goods is canceled pursuant to the provisions of the preceding paragraph, the seller of the related goods may not demand that the service recipient or purchaser pay an amount of money that exceeds the aggregate of the amount specified in the relevant of the following items for the event listed therein and the amount of the relevant damages for delay based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for a penalty:

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) if the related goods are returned: the amount constituting the normal charges for use of such related goods (or the amount equal to the sales price of the related goods less the value of those related goods at the time of their return, if this exceeds the amount constituting the normal charges for use of such goods);

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) if the related goods are not returned: the amount equal to the sales 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) if the contract is canceled prior to the transfer of the related goods: the amount of costs normally required for entering into 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 service recipient or purchaser, 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)

(Retraction of the Manifestation of an Intention to Offer a Specified Continuous Service Contract or to Accept Such an 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) If a service recipient or purchaser was under a misapprehension specified in one the following items as a result of the service provider's or the seller's having engaged in the conduct listed in that item in soliciting the service recipient or purchaser to enter into a specified service or sales contract, because of which the service recipient or purchaser manifested the intention to offer a specified service or sales contract or to accept such an offer, the service recipient or purchaser may retract the manifestation of that intention to offer such a contract or to accept that 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) a 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) the 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五項までの規定は、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 (5) apply mutatis mutandis to the retraction, under the provisions of the preceding paragraph, of the manifestation of an intention to offer a specified service or sales contract or to accept such an 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 if the manifestation of an intention to offer a specified service or sales contract or to accept such an offer has been retracted 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 any provision of specified continuous services as follows:

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) the provision of specified continuous services under a specified continuous service or sales contract entered into by a service recipient or purchaser for business purposes 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) the provision of specified continuous services to a person located outside of Japan;

三 国又は地方公共団体が行う特定継続的役務提供

(iii) the 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) the provision of specified continuous services by one of the following organizations to its direct or indirect member (if an organization is able to make its business or facilities available to a non-member, this includes the provision of specified continuous services to such a non-member):

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) a partnership established based on a special law or a federation or central association of such partnerships;

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) an organization 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) a labor union.

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) the Provision of Specified Continuous Services by a business to its employee.

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 as applied 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二十三、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二十三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二十三第一項第三号において「業務提供利益」という。）を收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二十三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 58-23, Article 66, paragraph (1), and Article 67, paragraph (1) means the business of selling (including arranging for another person to sell) articles or providing (including arranging for another person to provide) services in exchange for payment, wherein the possible receipt of a profit (hereinafter referred to as "business opportunity profit" in this Chapter and Article 58-23, paragraph (1), item (iii)) through engagement in business activities that use the articles being sold (hereinafter referred to as "goods" in this Chapter and

Article 58-23, 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 will sell or arrange the sale of the goods or who will provide or arrange for the provision of the services) is used to induce the other party to enter transactions, 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 58-23, paragraph (1), item (iii)) are carried out with the other party 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。

(2) 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 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 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、その勧誘に先立って、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 When a person engaged in business opportunity sales seeks to conduct a business opportunity sales transaction connected with its business opportunity sales, the person engaged in business opportunity sales must clearly indicate to the other party, prior to solicitation, the name of the person engaged in the business opportunity sales, the fact that the purpose is to solicit the person to enter into a contract involving transactions that give rise to 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) It is prohibited for a person engaged in business opportunity sales to intentionally fail to disclose facts about or misrepresent the following information in soliciting a person to enter into a contract for business opportunity sales transactions connected with its 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 or similar facility"), engages in business activities that will be provided or arranged in connection with those opportunity sales; hereinafter the same applies in this Article) or in order to prevent the cancellation of a contract for business opportunity sales transactions connected with 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 with services) and their performance or quality, the type of services, rights to use a facility, or rights to be provided with services, the details thereof, and other similar information specified by order 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 canceling 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 connected with its 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) beyond as 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) It is prohibited for a person engaged in business opportunity sales to use intimidation to overwhelm a person in order to cause the person to enter into a

contract for a business opportunity sales transaction connected with its business opportunity sales or in order to prevent the person from canceling a contract for a business opportunity sales transaction connected with its business opportunity sale.

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) It is prohibited for a person engaged in business opportunity sales to solicit a person whom the person engaged in business opportunity sales has stopped and taken along with them or whom the person engaged in business opportunity sales has induced away from a place that is not a business office, agency office, or any other place specified by order of the competent ministry by any other means specified by Cabinet Order, to enter into a contract involving a business opportunity sales transaction connected with its business opportunity sales other than in a place into and out of which the general public comes and goes, without first having informed the person that the purpose for doing so is to solicit the person to enter into 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 On finding that it is necessary to do so in order to determine whether a person engaged in business opportunity sales has misrepresented the information prescribed in Article 52, paragraph (1), item (i) or (iv), the competent minister may ask the person engaged in business opportunity sales to submit materials showing reasonable grounds to support the information 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, if the person engaged in business opportunity sales fails to submit those materials, the person engaged in business opportunity sales 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)

**(Advertisement 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 connected with its business opportunity sales, the person conducting the business opportunity sales must indicate the following information concerning its business opportunity sales in the advertisement, pursuant to the provisions of order 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 the person 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) beyond as set forth in the preceding three items, any other information specified by order of the competent ministry.

(誇大広告等の禁止)

**(Prohibition against Misleading Advertising)**

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 connected with its business opportunity sales, the person conducting business opportunity sales must not make a representation about the specified burden involved in the business opportunity sales transactions, the business opportunity profit connected with its business opportunity sales, or any other information specified by order 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** On finding that it is necessary to do so in order to determine whether a representation made by a person engaged in business opportunity sales falls under the category of representations provided in the preceding Article, the competent minister may ask the person engaged in business opportunity sales that 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, if the person engaged in business opportunity sales fails to submit those materials, the representation is deemed to fall under the category of representations provided 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 on Sending E-mail Advertising to a Person Who Has Not Given 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, a person engaged in business opportunity sales must not advertise a business opportunity sales transaction connected with its 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 are connected with 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) beyond as set forth in the preceding item, when sending e-mail that advertises business opportunity sales transactions in cases specified by order 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、当該意思の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) A 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 that paragraph must not 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 an unwillingness to receive e-mail that advertises business opportunity sales transactions; provided, however, that this does not apply if the person conducting business opportunity sales later receives 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 must, except in the case set forth in paragraph (1), item (ii), prepare what is specified by order 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 must preserve those records pursuant to the provisions of order 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の表示を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) Except in the case set forth in paragraph (1), item (ii), when sending e-mail that advertises business opportunity sales transactions, a person engaged in

business opportunity sales must indicate in the e-mail that advertises business opportunity sales transactions, pursuant to the provisions of order of the competent ministry, the information that is specified by order of the competent ministry as the information that an advertising target needs to have in order to indicate an unwillingness to receive e-mail that advertises business opportunity sales transactions, beyond 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全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) If a person engaged in business opportunity sales has entrusted another person with all of the following business activities at once, the provisions of the preceding two paragraphs do not apply to any e-mail that advertises business opportunity sales transactions subject to that 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の表示を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 an advertising target needs to have in order to indicate an unwillingness 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全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五項及び第六十七条第一項第四号において「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 person entrusted with all of the business activities listed in the items of paragraph (5) of the preceding Article at once by a person engaged in business opportunity sales (a person so entrusted is hereinafter referred to as a "contractor entrusted with e-mail that advertises business opportunity sales transactions" in this Chapter, Article 66,

paragraph (5) and Article 67, paragraph (1), item (iv)) must not send e-mail that advertises business opportunity sales transactions for the business opportunity sales transactions that are connected with the business opportunity sales that are carried out by the person engaged in business opportunity sales that has entrusted the contractor with those business activities (hereinafter referred to as the "party entrusting a contractor with 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 a contractor with 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) beyond as set forth in the preceding item, when sending e-mail that advertises the business opportunity sales transactions of a party entrusting a contractor with e-mail that advertises its business opportunity sales transactions in cases specified by order 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 a contractor with 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 a contractor with e-mail that advertises its business opportunity sales transactions, by a contractor entrusted with e-mail that advertises business opportunity sales transactions. When 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 Documents 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) When a person engaged in business opportunity sales seeks to enter into a contract concerning a specified burden involved in its business opportunity sales transactions with a person seeking to bear that specified burden (limited to an individual who, without using a place of business or similar facility, engages in business activities that are provided or arranged in connection with those business opportunity sales), the person engaged in business opportunity sales must deliver to that person a document containing an outline of the business opportunity sales pursuant to the provisions of order of the competent ministry before entering into 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) If a person engaged in business opportunity sales has entered into a contract for a business opportunity sales transaction connected with its 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 or similar facility, engages in business activities that are provided or arranged in connection with those business opportunity sales, the person engaged in business opportunity sales must 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 order 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 with services) and their performance or quality, or the type of services, rights to use a facility, or rights to be provided with 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 canceling 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) information specified by order of the competent ministry, beyond what is set forth in the preceding items.

(指示等)

(Instructions)

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、当該違反又は当該行為の是正のための措置、業務提供誘引販売取引の相手方の利益の保護を図るための措置その他の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) If 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, and the competent minister finds that the conduct is likely to prejudice the fairness of a transaction connected with business opportunity sales and the interests of the counterparty thereto, the competent minister may instruct the person engaging in business opportunity sales to take measures for correcting the violation or conduct, measures for protecting the interests of the counterparty to business opportunity sales transactions, and any other 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 the performance of the obligations under the business opportunity sales contract connected with its business opportunity sales or the obligations that occur through the cancellation of that 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 person to enter into a business opportunity sales contract connected with its business opportunity sales (limited to a contract with an individual who, without using a place of business or similar facility, engages in business activities that are provided or arranged in connection with those 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 connected with its 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 person who has indicated an unwillingness to enter into a business opportunity sales contract connected with business opportunity sales to enter into such a contract, in a way that that the 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) beyond as set forth in the preceding three items, conduct in connection with a business opportunity sales contract connected with its business opportunity sales, which is specified by order 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) If a contractor 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), and 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, the competent minister may instruct the contractor entrusted with e-mail that advertises business opportunity sales transactions to take any necessary measures.

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

(3) Having given an instruction under the provisions of paragraph (1), the competent minister must issue a public announcement to that effect.

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

(4) Having given an instruction under the provisions of paragraph (2), the competent minister must issue a public announcement to that effect.

(業務提供誘引販売取引の停止等)

(Suspension of Business Opportunity Sales Transactions)

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、二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。この場合において、主務大臣は、その業務提供誘引販売業を行う者が個人である場合にあつては、その者に対して、当該停止を命ずる期間と同一の期間を定めて、当該停止を命ずる範囲の業務提供誘引販売取引に係る業務を営む法人の当該業務を担当する役員となることの禁止を併せて命ずることができる。

Article 57 (1) If 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 items of paragraph (1) of the preceding Article, and 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 the person engaged in business opportunity sales fails to follow the instructions under the provisions of that paragraph, the competent minister may order the person engaged in business opportunity sales to suspend the business opportunity sales transactions that are connected with its business opportunity sales in whole or in part, during a specified period of no longer than two years. In such a case, if the person engaged in business opportunity sales is an individual, the competent minister may also prohibit the individual from becoming an officer in charge of business activities related to business opportunity sales transactions that are subject to the suspension at a corporation that engages in those business activities for a period equal to the period of that suspension.

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) If a contractor 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), and 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 the contractor entrusted with the e-mail that advertises the business opportunity sales transactions fails to follow the instructions under the provisions of paragraph (2) of the preceding Article, the competent minister may order the contractor entrusted with e-mail that advertises business opportunity sales transactions to suspend those of its 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) Having issued an order under the provisions of paragraph (1), the competent minister must 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) Having issued an order under the provisions of paragraph (2), the competent minister must issue a public announcement to that effect.

(業務の禁止等)

(Prohibition of Business)

第五十七条の二 主務大臣は、業務提供誘引販売業を行う者に対して前条第一項の規定によりその業務提供誘引販売業に係る業務提供誘引販売取引の停止を命ずる場合において、次の各号に掲げる場合の区分に応じ、当該各号に定める者が当該命令の理由となつた事実及び当該事実に関してその者が有していた責任の程度を考慮して当該命令の実効性を確保するためにその者による業務提供誘引販売取引に係る業務を制限することが相当と認められる者として主務省令で定める者に該当するときは、その者に対して、当該停止を命ずる期間と同一の期間を定めて、当該停止を命ずる範囲の業務提供誘引販売取引に係る業務を新たに開始すること（当該業務を営む法人の当該業務を担当する役員となることを含む。）の禁止を命ずることができる。

Article 57-2 (1) If the competent minister orders a person engaged in business opportunity sales to suspend the business opportunity sales transactions connected with its business opportunity sales pursuant to paragraph (1) of the preceding Article, and a person that the relevant of the following items prescribes for the category of case set forth in that item is a person specified by order of the competent ministry as one whose business opportunity sales

transactions should be restricted so as to ensure the effectiveness of the order in consideration of the facts constituting the grounds for the order and the extent of the responsibility that the person had for those facts, the competent minister may prohibit the person from commencing new business activities related to business opportunity sales transactions that fall within the scope of the suspension (including becoming an officer in charge of the relevant business activities of a corporation that engages in such business activities) for a period equal to the period of that suspension:

一 当該業務提供誘引販売業を行う者が法人である場合その役員及び当該命令の日前六十日以内においてその役員であつた者並びにその使用人及び当該命令の日前六十日以内においてその使用人であつた者

(i) if the person engaged in business opportunity sales is a corporation: its officer or a person who was its officer in the sixty days before the date of the order, or its employee or a person who was its employee in the sixty days before the date of the order; or

二 当該業務提供誘引販売業を行う者が個人である場合その使用人及び当該命令の日前六十日以内においてその使用人であつた者

(ii) if the person engaged in business opportunity sales is an individual: an employee or a person who was an employee in the sixty days before the date of the order.

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) Having issued an order under the provisions of the preceding paragraph, the competent minister must 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つた場合には、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) When a person engaged in business opportunity sales has entered into a business opportunity sales contract connected with its business opportunity sales, the counterparty to the contract (limited to an individual who, without using a place of business or similar facility, engages in business activities that are provided or arranged in connection with those business opportunity sales; hereinafter referred to as the " opportunity sales contract in writing, except once 20 days have passed after the date on which the counterparty received the document referred to in Article 55, paragraph (2) (if the counterparty does not cancel the business opportunity sales contract under the provisions of this paragraph by that time limit because the counterparty was under the misapprehension that the information about canceling a business opportunity sales contract under the provisions of this paragraph that the person engaged in business opportunity sales had misrepresented to the counterparty, 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 once 20 days have passed after the date on which the counterparty received a document delivered thereto by the person engaged in business opportunity sales, pursuant to order of the competent ministry, that contains a notice to the effect that the counterparty may cancel the business opportunity sales contract under the provisions of this paragraph). When such is the case, the person engaged in business opportunity sales may not claim damages or demand the 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 as referred to in the preceding paragraph takes effect at the time the counterparty sets forth in writing that it is canceling the 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) If a business opportunity sales contract is canceled as referred to in 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)

**(Retraction of the Manifestation of an Intention to Offer a Business Opportunity Sales Contract or to Accept Such an 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) If a counterparty was under a misapprehension specified in one of the following items as a result of the person engaged in business opportunity sales' having engaged in the conduct listed in that item in soliciting the counterparty to enter into a business opportunity sales contract connected with its business opportunity sales, because of which the counterparty manifested the intention to offer a business opportunity sales contract or to accept such an offer, the counterparty may retract the manifestation of that intention to offer such a contract or to accept that 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) a 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) the 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五項までの規定は、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 (5) apply mutatis mutandis to the retraction, under the provisions of the preceding paragraph, of the manifestation of the intention to offer a business opportunity sales contract or to accept such an 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 on the Amount of Damages for Cancelling or Defaulting 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) If a person engaged in business opportunity sales has entered into a business opportunity sales connected with its business opportunity sales, and the business opportunity sales contract is canceled, the person engaged in business opportunity sales may not demand that the counterparty pay an amount of money that exceeds the aggregate of the amount specified in the relevant of the following items for the event listed therein and the amount of the relevant damages for delay based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for a penalty:

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) if the goods (this excludes rights to use a facility or to be provided with services; hereinafter the same applies in this paragraph) or the rights are returned: the amount constituting the normal charges for use of such goods or the amount equal to the profit that can normally be earned through the exercise of such rights (or the amount equal to the sales price of the goods or rights less the value of those goods or rights at the time of their return, if this exceeds the amount constituting the normal charges for use of such goods or the amount equal to the profit that can normally be earned through the exercise of such rights);

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) when the goods or the rights are not returned: the amount equal to the sales 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) if the business opportunity sales contract is canceled after the services started to be provided: the amount equal 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) if the business opportunity sales contract is canceled prior to the start of the delivery of the goods or the transfer of the rights or the provision of the services: the amount of costs normally required for entering into 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) If a person engaged in business opportunity sales has entered into a business opportunity sales contract connected with its business opportunity sales, and 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 if the business opportunity sales contract has been canceled), the person engaged in business opportunity sales may not demand that the counterparty pay an amount of money that exceeds the aggregate of the amount equal to the sales price of the goods or rights or the consideration for the services less the already-paid amount of charges for the goods or consideration for the services plus the amount of any damages for delay based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for a penalty.

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 connected with business opportunity sales transactions that are sold or provided through installment sales.

## 第五章の二 訪問購入

### Chapter V-2 Door-to-Door Purchases

(定義)

(Definitions)

第五十八条の四 この章及び第五十八条の二十四第一項において「訪問購入」とは、物品の購入を業として営む者（以下「購入業者」という。）が営業所等以外の場所において、売買契約の申込みを受け、又は売買契約を締結して行う物品（当該売買契約の相手方の利益を損なうおそれがないと認められる物品又はこの章の規定の適用を受けることとされた場合に流通が著しく害されるおそれがあると認められる物品であつて、政令で定めるものを除く。以下この章、同項及び第六十七条第一項において同じ。）の購入をいう。

Article 58-4 The term "door-to-door purchase" as used in this Chapter and Article 58-24, paragraph (1) means the purchasing of an article (excluding an article that is found to be unlikely to prejudice the interests of the counterparty to the sales contract or an article whose distribution it is considered would be hindered considerably if the provisions of this Chapter

apply and that are specified by Cabinet Order; the same applies hereinafter in this Chapter and Article 67, paragraph (1)) that a person that purchases articles in the course of trade (hereinafter referred to as a "commercial purchaser") undertakes after receiving an offer for or entering into a sales contract for that article at a place other than an office or other such location.

(訪問購入における氏名等の明示)

(Clear Indication of Name in Door-to-Door Purchase)

第五十八条の五 購入業者は、訪問購入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、購入業者の氏名又は名称、売買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物品の種類を明らかにしなければならない。

Article 58-5 When a commercial purchaser seeks to conduct a door-to-door purchase, the commercial purchaser must clearly indicate to the other party, prior to solicitation, the name of the commercial purchaser, the fact that the purpose is to solicit the person to enter into a sales contract, and the type of articles connected with the solicitation.

(勧誘の要請をしていない者に対する勧誘の禁止等)

(Prohibition on Soliciting the Business of a Person Who Has Not Requested to Have Their Business Solicited)

第五十八条の六 購入業者は、訪問購入に係る売買契約の締結についての勧誘の要請をしていない者に対し、営業所等以外の場所において、当該売買契約の締結について勧誘をし、又は勧誘を受ける意思の有無を確認してはならない。

Article 58-6 (1) A commercial purchaser must not solicit a person to enter into a sales contract connected with a door-to-door purchase or check whether a person is willing to be solicited at a place other than an office or other such location, if the person has not requested to be solicited in connection with such a contract.

2 購入業者は、訪問購入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、勧誘を受ける意思があることを確認することをしないで勧誘をしてはならない。

(2) When seeking to conduct a door-to-door purchase, a commercial purchaser must not engage in solicitation without checking whether the other party is willing to be solicited prior to the solicitation.

3 購入業者は、訪問購入に係る売買契約を締結しない旨の意思を表示した者に対し、当該売買契約の締結について勧誘をしてはならない。

(3) It is prohibited for a commercial purchaser to solicit a person to enter into a sales contract connected with a door-to-door purchase if that person has indicated an unwillingness to enter into such a sales contract.

(訪問購入における書面の交付)

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

第五十八条の七 購入業者は、営業所等以外の場所において物品につき売買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を締結した場合においては、この限りでない。

Article 58-7 When a commercial purchaser has received an offer for a sales contract for articles at a place other than an office or other such location, the commercial purchaser, pursuant to the provisions of order of the competent ministry, must immediately deliver a document to the person who made the offer, giving the details of the offer with respect to the following information; provided, however, that this does not apply if the commercial purchaser has entered into the sales contract upon receiving the offer:

一 物品の種類

(i) the type of articles;

二 物品の購入価格

(ii) the purchase price of the articles;

三 物品の代金の支払の時期及び方法

(iii) the timing and method of payment of the charges for the articles;

四 物品の引渡時期及び引渡しの方法

(iv) the timing and method of handing over the articles;

五 第五十八条の十四第一項の規定による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（同条第二項から第五項までの規定に関する事項を含む。）

(v) information about withdrawing the offer for the sales contract or about canceling the sales contract under the provisions of Article 58-14, paragraph (1) (including information under the provisions of paragraphs (2) through (5) of that Article);

六 第五十八条の十五の規定による物品の引渡しの拒絶に関する事項

(vi) information about the refusal to hand over articles under the provisions of Article 58-15; 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) information specified by order of the competent ministry, beyond what is set forth in the preceding items.

第五十八条の八 購入業者は、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、売買契約の解除に関する事項に限る。）についてその売買契約の内容を明らかにする書面をその売買契約の相手方に交付しなければならない。

Article 58-8 (1) Except as prescribed in the following paragraph, if a commercial purchaser falls under one of the following items, the commercial purchaser must deliver a document to the counterparty to the sales contract that clarifies the details of the sales contract with respect to the information referred to in

the items of the preceding Article (limited to information about the cancellation of the sales contract with respect to the information referred to in item (v) of that Article) without delay (or immediately, in the case prescribed in the proviso to that Article), pursuant to the provisions of order of the competent ministry:

一 営業所等以外の場所において、物品につき売買契約を締結したとき（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を締結したときを除く。）。

(i) the commercial purchaser has entered into a sales contract for articles at a place other than an office or other such location (excluding if the commercial purchaser received the offer at an office or other such location, and entered into the sales contract at a place other than an office or other such location);

or

二 営業所等以外の場所において物品につき売買契約の申込みを受け、営業所等においてその売買契約を締結したとき。

(ii) the commercial purchaser has received an offer for a sales contract for articles at a place other than an office or other such location and entered into the sales contract at an office or other such location

2 購入業者は、前項各号のいずれかに該当する場合において、その売買契約を締結した際に、代金を支払い、かつ、物品の引渡しを受けたときは、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その売買契約の相手方に交付しなければならない。

(2) If a commercial purchaser falls under one of the items of the preceding paragraph and, upon entering into a sales contract, the commercial purchaser pays the price for the articles and receives those articles, the commercial purchaser, pursuant to the provisions of order of the competent ministry, must immediately deliver a document to the counterparty to the sales contract giving the information referred to in items (i) and (ii) of the preceding Article, the portion of the information referred to in item (v) of that Article that is about canceling the sales contract, and any information specified by order of the competent ministry.

(物品の引渡しの拒絶に関する告知)

(Notification regarding the Refusal to Hand over Articles)

第五十八条の九 購入業者は、訪問購入に係る売買契約の相手方から直接物品の引渡しを受ける時は、その売買契約の相手方に対し、第五十八条の十四第一項ただし書に規定する場合を除き、当該物品の引渡しを拒むことができる旨を告げなければならない。

Article 58-9 When receiving articles directly from the counterparty to a sales contract connected with a door-to-door purchase, a commercial purchaser must inform the counterparty to the sales contract that it is possible to refuse to

hand over the articles, except in the case specified in the proviso to Article 58-14, paragraph (1).

(禁止行為)

(Prohibited Conduct)

第五十八条の十 購入業者は、訪問購入に係る売買契約の締結について勧誘をするに際し、又は訪問購入に係る売買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 58-10 (1) It is prohibited for a commercial purchaser to misrepresent the following information, either in soliciting a person to enter into a sales contract in connection with a door-to-door purchase, or in order to prevent the withdrawal of an offer for a sales contract connected with a door-to-door purchase or the cancellation of such a contract:

一 物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

(i) the type of articles and their performance or quality, and other similar information specified by order of the competent ministry;

二 物品の購入価格

(ii) the purchase price of the articles;

三 物品の代金の支払の時期及び方法

(iii) the timing and method of payment of the charges for the articles;

四 物品の引渡時期及び引渡しの方法

(iv) the timing and method of handing over the articles;

五 当該売買契約の申込みの撤回又は当該売買契約の解除に関する事項（第五十八条の十四第一項から第五項までの規定に関する事項を含む。）

(v) information about withdrawing the offer for the sales contract or about canceling the sales contract (including information under the provisions of Article 58-14 paragraphs (1) through (5));

六 第五十八条の十五の規定による物品の引渡しの拒絶に関する事項

(vi) information about the refusal to hand over articles under the provisions of Article 58-15;

七 顧客が当該売買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 enter into the sales contract; and

八 前各号に掲げるもののほか、当該売買契約に関する事項であつて、顧客又は売買契約の相手方の判断に影響を及ぼすこととなる重要なもの

(viii) beyond as set forth in the preceding items, any material information about the sales contract that would affect the decision of the customer or counterparty to the sales contract.

2 購入業者は、訪問購入に係る売買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) It is prohibited for a commercial purchaser to intentionally fail to disclose facts with respect to the information listed in items (i) through (vi) of the preceding paragraph in soliciting a person to enter into a sales contract connected with a door-to-door purchase.

3 購入業者は、訪問購入に係る売買契約を締結させ、又は訪問購入に係る売買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) It is prohibited for a commercial purchaser to use intimidation to overwhelm a person, either in order to cause the person to enter into a sales contract connected with a door-to-door purchase, or to prevent the person from withdrawing the offer of a sales contract connected with a door-to-door purchase or from canceling such a contract.

4 購入業者は、訪問購入に係る物品の引渡しを受けるため、物品の引渡時期その他物品の引渡しに関する事項であつて、売買契約の相手方の判断に影響を及ぼすこととなる重要なものにつき、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。

(4) It is prohibited for a commercial purchaser to intentionally fail to disclose facts about or misrepresent the timing at which articles will be handed over or other material information relating to the handing over of articles that would affect the decision of the counterparty to the sales contract, in order to receive articles connected with a door-to-door purchase.

5 購入業者は、訪問購入に係る物品の引渡しを受けるため、人を威迫して困惑させてはならない。

(5) It is prohibited for a commercial purchaser to use intimidation to overwhelm a person in order to receive articles connected with a door-to-door purchase.

(第三者への物品の引渡しについての相手方に対する通知)

(Notification of the Counterparty regarding the Handing Over of Articles to a Third Party)

第五十八条の十一 購入業者は、第五十八条の八第一項各号のいずれかに該当する売買契約の相手方から物品の引渡しを受けた後に、第三者に当該物品を引き渡したときは、第五十八条の十四第一項ただし書に規定する場合を除き、その旨及びその引渡しに関する事項として主務省令で定める事項を、遅滞なく、その売買契約の相手方に通知しなければならない。

Article 58-11 If the commercial purchaser receives articles from the counterparty to a sales contract falling under one of the items of Article 58-8, paragraph (1) and then hands over those articles to a third party, the commercial purchaser must notify the counterparty to the sales contract of the handover and the information about the handover specified by order of the competent ministry without delay, except in the case prescribed in the proviso to Article 58-14, paragraph (1).

(物品の引渡しを受ける第三者に対する通知)

**(Notification of a Third Party Receiving Articles)**

第五十八条の十一の二 購入業者は、第五十八条の八第一項各号のいずれかに該当する売買契約の相手方から物品の引渡しを受けた後に、第五十八条の十四第一項ただし書に規定する場合以外の場合において第三者に当該物品を引き渡すときは、主務省令で定めるところにより、同項の規定により当該物品の売買契約が解除された旨又は解除されることのある旨を、その第三者に通知しなければならない。

**Article 58-11-2** If a commercial purchaser receives articles from the counterparty to a sales contract falling under one of the items in Article 58-8, paragraph (1) and then hands over those articles to a third party in a case other than as prescribed in the proviso to Article 58-14, paragraph (1), the commercial purchaser must inform the third party that the sales contract for the articles has been cancelled or may be cancelled pursuant to that paragraph, as specified by order of the competent ministry.

(指示等)

**(Instructions)**

第五十八条の十二 主務大臣は、購入業者が第五十八条の五から前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、訪問購入に係る取引の公正及び売買契約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、その購入業者に対し、当該違反又は当該行為の是正のための措置、売買契約の相手方の利益の保護を図るための措置その他の必要な措置をとるべきことを指示することができる。

**Article 58-12 (1)** If a commercial purchaser has violated any of the provisions of Article 58-5 to the preceding Article, or has engaged in any of the following conduct, and the competent minister finds that the conduct is likely to prejudice the fairness of a transaction connected with a door-to-door purchase and the interests of the counterparty to the sales contract, the competent minister may instruct the commercial purchaser to take measures for correcting the violation or conduct, measures for protecting the interests of the counterparty to the sales contract, or any other necessary measures:

一 訪問購入に係る売買契約に基づく債務又は訪問購入に係る売買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 connected with a door-to-door purchase or the obligations that occur through the cancellation of a sales contract connected with a door-to-door purchase in whole or in part;

二 訪問購入に係る売買契約の締結について勧誘をするに際し、当該売買契約に関する事項であつて、顧客の判断に影響を及ぼすこととなる重要なもの（第五十八条の十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 a sales

contract that would affect the decision of the customer (excluding the information listed in Article 58-10, paragraph (1), items (i) through (vi)) in soliciting a person to enter into a sales contract in connection with a door-to-door purchase;

三 訪問購入に係る売買契約の申込みの撤回又は解除を妨げるため、当該売買契約に関する事項であつて、顧客又は売買契約の相手方の判断に影響を及ぼすこととなる重要なものにつき、故意に事実を告げないこと。

(iii) intentionally failing to disclose any material information about a sales contract connected with a door-to-door purchase that would affect the decision of the customer or the counterparty to the sales contract in order to prevent the withdrawal of an offer for a sales contract or the cancellation of such a contract; or

四 前三号に掲げるもののほか、訪問購入に関する行為であつて、訪問購入に係る取引の公正及び売買契約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) beyond as set forth in the preceding three items, conduct in connection with a door-to-door purchase that is specified by order of the competent ministry as being likely to prejudice the fairness of a transaction connected with a door-to-door purchase and the interests of the counterparty to a sales contract.

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

(2) Having given an instruction under the provisions of the preceding paragraph, the competent minister must issue a public announcement to that effect.

(業務の停止等)

(Suspension of Business)

第五十八条の十三 主務大臣は、購入業者が第五十八条の五から第五十八条の十一の二まで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訪問購入に係る取引の公正及び売買契約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、又は購入業者が同項の規定による指示に従わないときは、その購入業者に対し、二年以内の期間を限り、訪問購入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。この場合において、主務大臣は、その購入業者が個人である場合にあつては、その者に対して、当該停止を命ずる期間と同一の期間を定めて、当該停止を命ずる範囲の業務を営む法人の当該業務を担当する役員となることの禁止を併せて命ずることができる。

Article 58-13 (1) If a commercial purchaser has violated any of the provisions of Article 58-5 through Article 58-11-2 or has engaged in any of the conduct listed in the items of paragraph (1) of the preceding Article, and the competent minister finds that the conduct is likely to significantly prejudice the fairness of a transaction connected with a door-to-door purchase and the interests of the



counterparty to a sales contract or the commercial purchaser fails to follow the instructions under the provisions of that paragraph, the competent minister may order the commercial purchaser to suspend those of its business activities that are connected with door-to-door purchases in whole or in part, during a specified period of no longer than two years. In such a case, if the commercial purchaser is an individual, the competent minister may also prohibit the individual from becoming an officer in charge of business activities that are subject to the suspension at a corporation that engages in those business activities for a period equal to the period of the suspension.

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) Having issued an order under the provisions of the preceding paragraph, the competent minister must issue a public announcement to that effect.

(業務の禁止等)

(Prohibition of Business)

第五十八条の十三の二 主務大臣は、購入業者に対して前条第一項の規定により業務の停止を命ずる場合において、次の各号に掲げる場合の区分に応じ、当該各号に定める者が当該命令の理由となつた事実及び当該事実に関してその者が有していた責任の程度を考慮して当該命令の実効性を確保するためにその者による訪問購入に関する業務を制限することが相当と認められる者として主務省令で定める者に該当するときは、その者に対して、当該停止を命ずる期間と同一の期間を定めて、当該停止を命ずる範囲の業務を新たに開始すること（当該業務を営む法人の当該業務を担当する役員となることを含む。）の禁止を命ずることができる。

Article 58-13-2 (1) If the competent minister orders a commercial purchaser to suspend its business activities pursuant to paragraph (1) of the preceding Article, and a person that the relevant of the following items prescribes for the category of case set forth in that item is a person specified by order of the competent ministry as one whose door-to-door purchases should be restricted so as to ensure the effectiveness of the order in consideration of the facts constituting the grounds for the order and the extent of the responsibility that the person had for those facts, the competent minister may prohibit the person from commencing new business activities that fall within the scope of the suspension (including becoming an officer in charge of the relevant business activities of a corporation that engages in such business activities) for a period equal to the period of that suspension:

一 当該購入業者が法人である場合その役員及び当該命令の日前六十日以内においてその役員であつた者並びにその使用人及び当該命令の日前六十日以内においてその使用人であつた者

(i) if the commercial purchaser is a corporation: its officer or a person who was its officer in the sixty days before the date of the order, or its employee or a

person who was its employee in the sixty days before the date of the order; or  
二 当該購入業者が個人である場合その使用人及び当該命令の日前六十日以内においてその使用人であつた者

(ii) if the commercial purchaser is an individual: an employee or a person who was an employee in the sixty days before the date of the order.

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) Having issued an order under the preceding paragraph, the competent minister must issue a public announcement to that effect.

(訪問購入における契約の申込みの撤回等)

(Withdrawal of an Offer or Cancellation of a Door-to-Door Purchase Contract)

第五十八条の十四 購入業者が営業所等以外の場所において物品につき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購入業者が営業所等以外の場所において物品につき売買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を締結した場合を除く。）におけるその売買契約の相手方（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、申込者等が第五十八条の八の書面を受領した日（その日前に第五十八条の七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、購入業者が第五十八条の十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、又は購入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、当該購入業者が主務省令で定めるところにより当該売買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 58-14 (1) If a commercial purchaser has received an offer for a sales contract for articles at a place other than an office or other such location, or if a commercial purchaser has entered into a sales contract for articles at a place other than an office or other such location (excluding if the commercial purchaser has received the offer at an office or other such location and entered into the sales contract at a place other than an office or other such location), the person making the offer or the counterparty to the sales contract (hereinafter referred to as the "offeror or counterparty" in this Article to the following Article) may withdraw the offer for a sales contract or cancel the sales contract (hereinafter referred to as "withdrawal of an offer or cancellation" of a contract in this Article) in writing; provided, however, that this does not apply once eight days have passed after the date on which the offeror or counterparty received the document referred to in Article 58-8 (or

once eight days have passed after the date on which the offeror or counterparty received the document referred to in Article 58-7, if the offeror or counterparty received the document under Article 58-7 at an earlier date than that on which the offeror or counterparty received the document referred to in Article 58-8) (if the offeror or counterparty did not withdraw an offer or cancel the contract by that time limit because the offeror or counterparty was under the misapprehension that information about the withdrawal of an offer or cancellation of a contract that the commercial purchaser had misrepresented to the offeror or counterparty, in violation of the provisions of Article 58-10, paragraph (1), was true, or because the offeror or counterparty was overwhelmed due to the commercial purchaser's use of intimidation, in violation of the provisions of paragraph (3) of that Article, the first part of this paragraph does not apply once eight days have passed after the date on which the offeror or counterparty has received a document delivered thereto by the commercial purchaser pursuant to the provisions of order of the competent ministry that contains a notice to the effect that the offeror or counterparty may withdraw the offer for or cancel the sales 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) The withdrawal of an offer or cancellation of a contract takes effect at the time the withdrawal of the offer or cancellation of the contract is set forth in writing.

3 申込者等である売買契約の相手方は、第一項の規定による売買契約の解除をもって、第三者に対抗することができる。ただし、第三者が善意であり、かつ、過失がないときは、この限りでない。

(3) The party to a sales contract who constitutes the offeror or counterparty may duly assert the cancellation of the sales contract under the provisions of paragraph (1) against a third party; provided, however, that this does not apply if that third party constitutes a non-negligent third party in good faith.

4 申込みの撤回等があつた場合においては、購入業者は、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。

(4) If a person withdraws an offer or cancels a contract, a commercial purchaser may not claim damages or demand the payment of any penalty in connection with the withdrawal of the offer or cancellation of the contract.

5 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代金の支払が既にされているときは、その代金の返還に要する費用及びその利息は、購入業者の負担とする。

(5) If a person withdraws an offer or cancels a contract, and the price for the sales contract has already been paid, the commercial purchaser bears the costs required for returning its price and the interest.

6 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。

(6) Any special provisions of a contract that run counter to the provisions of the

preceding paragraphs and that are disadvantageous to the offeror or counterparty are invalid.

(物品の引渡しの拒絶)

(Refusal to Hand Over Articles)

第五十八条の十五 申込者等である売買契約の相手方は、前条第一項ただし書に規定する場合を除き、引渡しの期日の定めがあるときにおいても、購入業者及びその承継人に対し、訪問購入に係る物品の引渡しを拒むことができる。

Article 58-15 The party to a sales contract who constitutes the offeror or counterparty may refuse to hand over articles connected with a door-to-door purchase to the commercial purchaser or a successor thereof even if there is a deadline for handing over the articles, except in the case prescribed in the proviso to paragraph (1) of the preceding Article.

(訪問購入における契約の解除等に伴う損害賠償等の額の制限)

(Limitation on the Amount of Damages for Cancelling or Defaulting on a Door-to-Door Purchase Contract)

第五十八条の十六 購入業者は、第五十八条の八第一項各号のいずれかに該当する売買契約の締結をした場合において、その売買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その売買契約の相手方に対して請求することができない。

Article 58-16 (1) If a commercial purchaser has entered into a sales contract falling under one of the items of Article 58-8, paragraph (1), and that sales contract is canceled, the commercial purchaser may not demand that the counterparty to the sales contract pay an amount of money that exceeds the aggregate of the amount specified in the relevant of the following items for the event listed therein and the amount of the relevant damages for delay based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for a penalty:

一 当該売買契約の解除が当該売買契約についての代金の支払後である場合 当該代金に相当する額及びその利息

(i) if the sales contract is canceled after the payment of the price for the contract: the amount equal to the price and the interest; and

二 当該売買契約の解除が当該売買契約についての代金の支払前である場合 契約の締結及び履行のために通常要する費用の額

(ii) if the sales contract is canceled prior to the payment of the price for the sales contract: the amount of costs normally required for entering into and performing a contract.

2 購入業者は、第五十八条の八第一項各号のいずれかに該当する売買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物品の引渡しの義務が履行されない場合

(売買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、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その売買契約の相手方に対して請求することができない。

(2) If a commercial purchaser has entered into a sales contract falling under one of the items of Article 58-8, paragraph (1), and the obligation to hand over articles under that sales contract is not performed (excluding if the sales contract is canceled), the commercial purchaser may not demand that the counterparty to the sales contract pay an amount of money that exceeds the aggregate of the amount specified in the relevant of the following items for the event listed therein and the amount of the relevant damages for delay based on the statutory interest rate, even if there is an agreement for liquidated damages or a provision for a penalty:

一 履行期限後に当該物品が引き渡された場合 当該物品の通常の使用料の額（当該物品の購入価格に相当する額から当該物品の引渡しの時における価額を控除した額が通常の使用料の額を超えるときは、その額）

(i) if the articles are handed over after the deadline for fulfilling the obligation: the amount constituting the normal charges for use of such articles (or the amount equal to the purchase price of the articles less the value of those articles at the time they are handed over, if this exceeds the amount constituting the normal charges for use of such articles); and

二 当該物品が引き渡されない場合 当該物品の購入価格に相当する額

(ii) if the articles are not handed over: the amount equal to the purchase price of those articles.

(適用除外)

(Exclusion from Application)

第五十八条の十七 この章の規定は、次の訪問購入については、適用しない。

Article 58-17 (1) The provisions of this Chapter do not apply to the following door-to-door purchases:

一 売買契約で、第五十八条の四に規定する売買契約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その売買契約の相手方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訪問購入

(i) a door-to-door purchase under a sales contract as prescribed in Article 58-4 that the person making the offer for the sales contract or the counterparty to the sales contract enters into for business purposes or as a part of business;

二 本邦外に在る者に対する訪問購入

(ii) a door-to-door purchase from a person located outside of Japan;

三 国又は地方公共団体が行う訪問購入

(iii) a door-to-door purchase 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訪問購入（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訪問購入を含む。)

(iv) a door-to-door purchase by one of the following organizations from its direct or indirect member (if an organization is able to make its business or facilities available to a non-member, this includes a door-to-door purchase from such a non-member):

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) a partnership established based on a special law or a federation or central association of such partnerships;

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) an organization 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) a labor union.

五 事業者がその従業者に対して行う訪問購入

(v) a door-to-door purchase by a business from its employee.

2 第五十八条の六第一項及び第五十八条の七から前条までの規定は、次の訪問購入については、適用しない。

(2) The provisions of Article 58-6, paragraph (1), and Article 58-7 through the preceding Article do not apply to the following door-to-door purchases:

一 その住居において売買契約の申込みをし又は売買契約を締結することを請求した者に対して行う訪問購入

(i) a door-to-door purchase from a person offering a sales contract or requesting such a contract be entered into at the person's residence; and

二 購入業者がその営業所等以外の場所において物品につき売買契約の申込みを受け又は売買契約を締結することが通例であり、かつ、通常売買契約の相手方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購入

(ii) a door-to-door purchase that falls under a form of transaction specified by Cabinet Order as one in which it is normal for the commercial purchaser to receive offers for or enter into sales contracts for articles at a place other than an office or other such location and that is found unlikely to prejudice the interests of the counterparty to the sales contract.

### 第五章の三 差止請求権

#### Chapter V-3 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)

第五十八条の十八 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 58-18 (1) If a seller or a service provider has engaged in or is likely to engage in any of the following conduct toward a large number of unspecified persons in connection with door-to-door sales, a qualified consumer organization as 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 the seller or service provider discontinue or prevent the conduct, dispose of or remove any object used for the conduct, or take any other necessary measures for discontinuing or preventing the 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) misrepresenting the following information in soliciting persons to enter into sales contracts or service contracts, or in order to prevent the withdrawal of offers for sales contracts or service contracts or the cancellation of such contracts:

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) intentionally failing to disclose facts with respect to the information set forth in (a) or (b) of the preceding item in soliciting persons to enter into sales contracts or service contracts; 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) using intimidation to overwhelm persons in order to cause them to enter into sales contracts or service contracts or in order to prevent them from withdrawing their offers for sales contracts or service contracts or from canceling such contracts.

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) If, on the occasion of entering into sales contracts or service contracts, a seller or service provider has manifested or is likely to manifest the intention to offer or accept offers, between itself and a large number of unspecified persons, for sales contracts or service contracts that contain any of the following special provisions, a qualified consumer organization may demand that the seller or service provider discontinue or prevent that conduct, dispose of or remove any object used for that conduct, or take any other necessary measures for discontinuing or preventing that 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 as applied mutatis mutandis by replacing the terms 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)**

第五十八条の十九 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特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（第十五条の三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、著しく事実と相違する表示をし、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 58-19 If, in advertising the terms and conditions for selling goods or specified rights or for offering services through mail order sales, a seller or a service provider makes an indication, to a large number of unspecified persons, regarding the performance of the goods or the details of the rights or services or information concerning the withdrawal of an offer for a sales contract for the goods or the specified rights or the cancellation of such a sales contract (if there are special provisions as prescribed in the proviso to Article 15-3, paragraph (1), this information includes the details of those special provisions)



that differs vastly from the truth or misleads those persons into believing that it is vastly better or more advantageous than it is in reality, a qualified consumer organization may demand that the seller or service provider discontinue or prevent the conduct, dispose of or remove any object used for the conduct, or take any other necessary measures for discontinuing or preventing the 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)

第五十八条の二十 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 58-20 (1) If a seller or a service provider has engaged in or is likely to engage in any of the following conduct toward a large number of unspecified persons in connection with telemarketing sales, a qualified consumer organization may demand that the seller or service provider discontinue or prevent the conduct, dispose of or remove any object used for the conduct, or take any other necessary measures for discontinuing or preventing the 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) misrepresenting the following information in soliciting persons to enter into sales contracts or service contracts, or in order to prevent the withdrawal of offers for sales contracts or service contracts or the cancellation of such contracts:

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) intentionally failing to disclose facts with respect to the information set forth in (a) or (b) of the preceding item in soliciting persons to enter into sales contracts or service contracts; 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) using intimidation to overwhelm persons in order to cause them to enter into sales contracts or service contracts or in order to prevent them from withdrawing their offers for sales contracts or service contracts or from canceling such contracts.

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) If, on the occasion of entering into sales contracts or service contracts, a seller or service provider has manifested or is likely to manifest the intention to offer or accept offers, between itself and a large number of unspecified persons, for sales contracts or service contracts that contain any of the following special provisions, a qualified consumer organization may demand that the seller or service provider discontinue or prevent that conduct, dispose of or remove any object used for that conduct, or take any other necessary measures for discontinuing or preventing that conduct:

一 第二十四条第八項（第二十四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 24, paragraph (8) (including as applied mutatis mutandis by replacing the terms pursuant to Article 24-2, paragraph (3)); 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)

第五十八条の二十一 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 58-21 (1) If an orchestrator, a salesperson, or a general multilevel marketing distributor has engaged in or is likely to engage in any of the following conduct toward a large number of unspecified persons, a qualified consumer organization may demand that the orchestrator, salesperson, or general multilevel marketing distributor discontinue or prevent that conduct,

dispose of or remove any object used for that conduct, or take any other necessary measures for discontinuing or preventing that 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 orchestrator or salesperson intentionally fails to disclose facts with regard to the following information or misrepresents that information in soliciting persons to enter into contracts involving multilevel marketing transactions that are connected to the set of related multilevel marketing undertakings orchestrated by that orchestrator (limited to a contract with an individual who, without using a store or similar facility, will sell or arrange the sale of goods associated with that multilevel marketing undertaking or will provide or arrange the provision of services associated with that multilevel marketing undertaking; the same applies in this paragraph and paragraph (3)) or for preventing the cancellation of a contract involving multilevel marketing transactions that are connected to its multilevel marketing undertaking:

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 with 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 provided with 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) the general multilevel marketing distributor misrepresents the information listed in (a) or (b) of the preceding item in soliciting a person to enter into a contract involving multilevel marketing transactions that are connected to the set of related multilevel marketing undertakings orchestrated by that orchestrator or in order to prevent the cancellation of a contract involving multilevel marketing transactions that are connected with its multilevel marketing undertaking;

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 orchestrator, salesperson, or general multilevel marketing distributor uses intimidation to overwhelm a person in order to cause the person to enter into a contract involving multilevel marketing transactions that are connected to the set of related multilevel marketing undertakings orchestrated by the orchestrator or to prevent the person from canceling a contract involving multilevel marketing transactions that are connected with its multilevel marketing undertaking;

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) the orchestrator, salesperson, or general multilevel marketing distributor makes an indication, in advertising the multilevel marketing transactions connected with the set of related multilevel marketing undertakings orchestrated by that orchestrator, of the performance or quality of the goods or the details of the rights to use a facility or to be provided with services or those of its services connected with the multilevel marketing undertaking, the specified burden involved in the multilevel marketing transactions or the specified profit involved in that multilevel marketing undertaking 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) the orchestrator, salesperson, or general multilevel marketing distributor solicits a person to enter into a contract involving multilevel marketing transactions that are connected to the set of related multilevel marketing undertakings orchestrated by that orchestrator, by providing conclusive evaluations that would likely cause a person to mistakenly believe that the multilevel marketing transactions connected with its multilevel marketing undertaking 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) If a salesperson has engaged in or is likely to engage in any of the conduct

listed in item (i) or (iii) through (v) of the preceding paragraph toward a large number of unspecified persons, a qualified consumer organization may demand that the salesperson discontinue or prevent the conduct, dispose of or remove any object used for the conduct, or take any other necessary measures for discontinuing or preventing the 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) If, on the occasion of entering into contracts involving multilevel marketing transactions that are connected with its multilevel marketing undertaking, an orchestrator, salesperson, or general multilevel marketing distributor has manifested or is likely to manifest the intention to offer or accept offers, between itself and a large number of unspecified persons, for contracts involving the multilevel marketing transactions that are connected with its multilevel marketing undertaking, that contain any of the following special provisions, a qualified consumer organization may demand that the orchestrator, salesperson, or general multilevel marketing distributor discontinue or prevent that conduct, dispose of or remove any object used for that conduct, or take any other necessary measures for discontinuing or preventing that 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 in Connection with the Provision of Specified Continuous Services)

第五十八条の二十二 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 58-22 (1) If a service provider or a seller has engaged in or is likely to engage in any of the following conduct toward a large number of unspecified persons, a qualified consumer organization may demand that the service provider or seller discontinue or prevent that conduct, dispose of or remove any

object used for that conduct, or take any other necessary measures for discontinuing or preventing that 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) indicating, in advertising the terms and conditions for providing specified continuous services or selling rights to be provided with specified continuous services in conducting the provision of specified continuous services, details or effects of that specified continuous service that differ vastly from the truth or mislead people into believing that they are vastly better or more advantageous than they are 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) misrepresenting the following information in soliciting persons to enter into specified service or sales contracts or for preventing the cancellation of specified service or sales contracts:

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 with services and the details or results thereof (in the case of rights, the results of the services connected to the 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 the rights upon provision of the services or provision of the services through the 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) intentionally failing to disclose facts with respect to the information listed in (a) through (c) of the preceding item in soliciting persons to enter into specified service or sales contracts; 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) using intimidation to overwhelm persons in order to cause them to enter into specified service or sales contracts or to prevent them from canceling specified service or sales contracts.

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) If, on the occasion of entering into specified service or sales contracts or sales contracts for related goods, a service provider, seller, or person selling the related goods has manifested or is likely to manifest the intention to offer or accept offers, between itself and a large number of unspecified persons, for specified service or sales contracts that contain any of the following special provisions, a qualified consumer organization may demand that the service provider, seller, or person selling the related goods discontinue or prevent that conduct, dispose of or remove any object used for that conduct, or take any other necessary measures for discontinuing or preventing that 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 as 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)

第五十八条の二十三 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 58-23 (1) If a person conducting business opportunity sales has engaged in or is likely to engage in any of the following conduct toward a large number of unspecified persons, a qualified consumer organization may demand that the person conducting business opportunity sales discontinue or prevent that conduct, dispose of or remove any object used for that conduct, or take any other necessary measures for discontinuing or preventing that 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) intentionally failing to disclose facts with regard to the following information or misrepresenting that information in soliciting persons to enter into contracts for business opportunity sales transactions connected with its business opportunity sales (limited to a contract with an individual who, without using a place of business or similar facility, engages in business activities that are provided or arranged in connection with those business opportunity sales; hereinafter the same applies in this Article) or in order to prevent the cancellation of contracts for business opportunity sales transactions connected with its 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 with services) and their performance or quality or the type of rights to use a facility or to be provided with 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) using intimidation to overwhelm persons in order to make them conclude contracts for business opportunity sales transactions connected with its business opportunity sales or to prevent them from canceling contracts for business opportunity sales transactions connected with its 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) indicating, in advertising business opportunity sales transactions connected with its business opportunity sales, a specified burden involved in the business opportunity sales transactions or the business opportunity profit connected with its 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) soliciting persons to enter into contracts for business opportunity sales transactions connected with its business opportunity sales, by providing conclusive evaluations that would likely cause a person to mistakenly believe that the business opportunity sales transactions connected with its 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) If, on the occasion of entering into contracts for business opportunity sales transactions connected with business opportunity sales, a person engaged in business opportunity sales has manifested or is likely to manifest the intention to offer or accept offers, between itself and a large number of unspecified persons, for contracts involving business opportunity sales transactions connected with its business opportunity sales, that contain any of the following special provisions, a qualified consumer organization may demand that the person conducting business opportunity sales discontinue or prevent that conduct, dispose of or remove any object used for that conduct, or take any other necessary measures for discontinuing or preventing that 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).

(訪問購入に係る差止請求権)

(Right to Demand an Injunction in Connection with Door-to-Door Purchases)

第五十八条の二十四 適格消費者団体は、購入業者が、訪問購入に関し、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、その購入業者に対し、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 58-24 (1) If a commercial purchaser has engaged in or is likely to engage in any of the following conduct toward a large number of unspecified persons in

connection with a door-to-door purchase, a qualified consumer organization may demand that the commercial purchaser discontinue or prevent the conduct, dispose of or remove any object used for the conduct, or take any other necessary measures for discontinuing or preventing the conduct:

一 売買契約の締結について勧誘をするに際し、又は売買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) misrepresenting the following information in soliciting persons to enter into sales contracts, or in order to prevent the withdrawal of offers for sales contracts or the cancellation of such contracts:

イ 物品の種類及びその性能又は品質

(a) the type of articles and their performance or quality;

ロ 第五十八条の十第一項第二号から第六号までに掲げる事項

(b) the information listed in Article 58-10, paragraph (1), items (ii) through (vi); or

ハ 第五十八条の十第一項第七号又は第八号に掲げる事項

(c) the information listed in Article 58-10, paragraph (1), item (vii) or (viii).

二 売買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) intentionally failing to disclose facts with respect to the information listed in (a) or (b) of the preceding item in soliciting persons to enter into sales contracts;

三 売買契約を締結させ、又は売買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) using intimidation to overwhelm persons in order to cause them to enter into sales contracts or in order to prevent them from withdrawing their offers for sales contracts or from canceling such contracts;

四 物品の引渡しを受けるため、物品の引渡時期その他物品の引渡しに関する事項であつて、売買契約の相手方の判断に影響を及ぼすこととなる重要なものにつき、故意に事実を告げず、又は不実のことを告げる行為

(iv) intentionally failing to disclose facts about or misrepresenting the timing at which articles will be delivered or other material information related to the handover of articles that would affect the decision of the counterparties to the sales contracts in order to receive articles; or

五 物品の引渡しを受けるため、威迫して困惑させる行為

(v) using intimidation to overwhelm persons in order to receive articles.

2 適格消費者団体は、購入業者が、売買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、その購入業者に対し、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) If, on the occasion of entering into sales contracts, a commercial purchaser

has manifested or is likely to manifest the intention to offer or accept offers, between itself and a large number of unspecified persons, for sales contracts that contain any of the following special provisions, a qualified consumer organization may demand that the commercial purchaser discontinue or prevent that conduct, dispose of or remove any object used for that conduct, or take any other necessary measures for discontinuing or preventing that conduct:

一 第五十八条の十四第六項に規定する特約

(i) the special provisions prescribed in Article 58-14, paragraph (6); or

二 第五十八条の十六の規定に反する特約

(ii) special provisions that run counter to the provisions of Article 58-16.

(適用除外)

(Exclusion from Application)

第五十八条の二十五 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 58-25 To apply the provisions set forth in the relevant of the following items, the provisions listed in that item applies mutatis mutandis:

一 第二十六条第一項第五十八条の十八から第五十八条の二十まで

(i) Article 26, paragraph (1): Articles 58-18 through 58-20;

二 第二十六条第六項第五十八条の十八

(ii) Article 26, paragraph (6): Article 58-18;

三 第二十六条第七項第五十八条の二十

(iii) Article 26, paragraph (7): Article 58-20;

四 第二十六条第八項第五十八条の十八第二項（第二号に係る部分に限る。）及び第五十八条の二十第二項（第二号に係る部分に限る。）

(iv) Article 26, paragraph (8): Article 58-18, paragraph (2) (limited to the part involving item (ii)) and Article 58-20, paragraph (2) (limited to the part involving item (ii));

五 第四十条の二第七項第五十八条の二十一第三項（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 58-21, paragraph (3) (limited to the part 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二十二

(vi) Article 50, paragraph (1): Article 58-22;

七 第五十条第二項第五十八条の二十二第二項（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 58-22, paragraph (2) (limited to the part involving the special provisions set forth in item (ii) that run counter to the

- provisions of Article 49, paragraphs (2), (4) and (6) (including as applied mutatis mutandis pursuant to Article 49-2, paragraph (3));
- 八 第五十八条の三第三項第五十八条の二十三第二項（第二号に係る部分に限る。）
- (viii) Article 58-3, paragraph (3): Article 58-23, paragraph (2) (limited to the part involving item (ii)); and
- 九 第五十八条の十七前条
- (ix) Article 58-17: the preceding Article.

## 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)

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) If a seller has offered a sales contract and sent the goods under that offer to a person other than one that has offered the seller a sales contract or to a person other than the purchaser under a sales contract that the seller has concluded (hereinafter referred to as the "offeror or purchaser" in this paragraph), or if a seller has offered an offeror or purchaser a sales contract for goods other than those under a sales contract with the offeror or purchaser and has sent the goods under that offer, but the person who was sent the goods has not accepted the offer and the seller has not taken the goods back 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 that was sent the goods requested that the seller take them back, if 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 a request) the seller may not demand 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 to which the

goods were sent.

(主務大臣に対する申出)

(Notifying 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) If any person finds it to be likely that the fairness of a Specified Commercial Transaction or the interests of a purchaser or other person, will be prejudiced, the person 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) Upon being notified as under the provisions of the preceding paragraph, the competent minister must conduct the necessary investigations and take measures under this Act or any other appropriate measures if the minister finds the details of which the minister has been notified 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四項において「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, pursuant to the provisions of order of the competent ministry, may 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 (4)) appropriately without fail as a person that will carry 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 is to 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 seeking 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 a 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 to 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 When 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, the competent minister 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 the Consumer Commission or Consumer Affairs Council)

第六十四条 主務大臣は、第二条第四項第一号、第二十六条第一項第八号二、第三項、第四項各号、第五項第一号若しくは第二号、第六項第二号若しくは第七項第二号、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、第四十八条第二項、第五十八条の四又は第五十八条の十七第二項第二号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), item (i), Article 26, paragraph

(1), item (viii)(d), Article 26, paragraph (3), the items of Article 26, paragraph (4), Article 26, paragraph (5), item (i) or (ii), Article 26, paragraph (6), item (ii), Article 26, paragraph (7), item (ii), Article 41, paragraph (1), item (i) (limited to the provisions involving the period), Article 41, paragraph (2), Article 48, paragraph (2), Article 58-4, or Article 58-17, paragraph (2), item (ii), the competent minister must consult with the Consumer Commission or the Consumer Affairs Council pursuant to the provisions of 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、第二十六条第五項第三号若しくは第七項第一号、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 (5), item (iii) or paragraph (7), item (i), Article 34, paragraph (4), Article 40-2, paragraph (2), item (iv), Article 41, paragraph (1), item (i) (limited to the part 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 part involving a closely related person), the competent minister must consult with the consumer commission or the Consumer Affairs Council pursuant to the provisions of 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, amended, 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、業務提供誘引販売業を行う者若しくは購入業者（以下「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、若しくは従業

員その他の関係者に質問させることができる。

Article 66 (1) On finding that it is necessary to do so in order to enforce this Act, the competent minister may order a seller, a service provider, an orchestrator, a salesperson, a general multilevel marketing distributor, a person engaged in business opportunity sales, or a commercial purchaser (hereinafter referred to as the "seller or equivalent person") 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 or equivalent person and inspect its books, documents, or any other articles, or question the workers or other related people.

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、若しくは従業員その他の関係者に質問させることができる。

(2) When the competent minister finds it particularly necessary to enforce this Act, the competent minister, pursuant to the provisions of Cabinet Order, may order a person selling related goods or any other person specified by Cabinet Order as being closely related to a seller or equivalent person (hereinafter referred to as a "closely related person" in this paragraph) to submit reports or materials, or may cause ministry 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, or question the workers or other related people.

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 particularly necessary to enforce this Act, the competent minister may order a person that has dealings with a seller or equivalent person to submit reports or materials to which reference should be made with regard to the business or property of the seller or equivalent person.

4 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。

(4) The competent minister, to the extent that is necessary for ensuring the appropriate management of business activities for ensuring appropriate specified commercial transactions, may have a designated corporation make the necessary reports on the state of its business activities for ensuring appropriate specified commercial transactions or its property, or cause



ministry 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.

5 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。

(5) The provisions of paragraphs (1) through (3) apply mutatis mutandis to a contractor entrusted with e-mail that advertises mail order sales, a contractor entrusted with e-mail that advertises multilevel marketing transactions, and a contractor entrusted with e-mail that advertises business opportunity sales transactions. When such is the case, the term "seller or equivalent person" in paragraphs (2) and (3) is deemed to be replaced with "contractor entrusted with e-mail that advertises mail order sales, contractor entrusted with e-mail that advertises multilevel marketing transactions, or contractor entrusted with e-mail that advertises business opportunity sales transactions".

6 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。）又は第四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。

(6) A ministry official who enters and inspects a store or any other place of business pursuant to the provisions of paragraph (1) or (2) (including as applied mutatis mutandis pursuant to the preceding paragraph) or paragraph (4) must carry identification and present it to the relevant persons.

7 第一項若しくは第二項（これらの規定を第五項において準用する場合を含む。）又は第四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。

(7) The authority for entry and inspection under the provisions of paragraph (1) or (2) (including as applied mutatis mutandis pursuant to paragraph (5)) and paragraph (4) must not be construed as having been conferred for the purpose of a criminal investigation.

（協力依頼）

(Request for Cooperation)

第六十六条の二 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、官庁、公共団体その他の者に照会し、又は協力を求めることができる。

Article 66-2 On finding that it is necessary to do so in order to enforce this Act, the competent minister may consult with government agencies, public entities, and others, or ask for the cooperation thereof.

(指示等の方式)

(Means of Instruction)

第六十六条の三 この法律の規定による指示又は命令は、主務省令で定める書類を送達して行う。

Article 66-3 Each instruction or order under the provisions of this Act must be given by serving a document specified by order of the competent ministry.

(送達に関する民事訴訟法の準用)

(Application Mutatis Mutandis of the Code of Civil Procedure Concerning Service)

第六十六条の四 書類の送達については、民事訴訟法（平成八年法律第百九号）第九十九条、第一百一条、第一百三條、第一百五條、第一百六條、第一百八條及び第一百九條の規定を準用する。この場合において、同法第九十九条第一項中「執行官」とあるのは「主務大臣の職員」と、同法第一百八條中「裁判長」とあり、及び同法第一百九條中「裁判所」とあるのは「主務大臣」と読み替えるものとする。

Article 66-4 The provisions of Articles 99, 101, 103, 105, 106, 108, and 109 of the Code of Civil Procedure (Act No. 109 of 1996) apply mutatis mutandis to the service of documents. In this case, the term "court execution officer" in Article 99, paragraph (1) of the Act is deemed to be replaced by "ministry official", and the terms "presiding judge" in Article 108 of the Act and "court" in Article 109 of the Act are deemed to be replaced by "competent minister".

(公示送達)

(Service by Publication)

第六十六条の五 主務大臣は、次に掲げる場合には、公示送達をすることができる。

Article 66-5 (1) The competent minister may effect service by publication in the following cases:

一 送達を受けるべき者の住所、居所その他送達をすべき場所が知れない場合

(i) if the domicile or residence of the person to be served or the place where service is to be effected is unknown;

二 外国においてすべき送達について、前条において準用する民事訴訟法第一百八條の規定によることができず、又はこれによつても送達をすることができないと認めるべき場合

(ii) if, with regard to service that would be effected in a foreign country, it is impossible to effect service by the means prescribed in Article 108 of the Code of Civil Procedure as applied mutatis mutandis pursuant to the preceding Article, or it is found to be impossible to effect service by those means; or

三 前条において準用する民事訴訟法第一百八條の規定により外国の管轄官庁に嘱託を發した後六月を経過してもその送達を証する書面の送付がない場合

(iii) if, even after six months have passed since a commission was issued to the

competent government agency of a foreign country pursuant to the provisions of Article 108 of the Code of Civil Procedure as applied mutatis mutandis pursuant to the preceding Article, no document that certifies that the agency has effected service has been sent.

2 公示送達は、送達すべき書類を送達を受けるべき者にいつでも交付すべき旨を主務大臣の事務所の掲示場に掲示することにより行う。

(2) Service by publication is effected by posting on the notice board of the office of the competent minister to the effect that the documents to be served will be delivered at any time to the person to be served.

3 公示送達は、前項の規定による掲示を始めた日から二週間を経過することによつて、その効力を生ずる。

(3) Service by publication becomes effective once two weeks have passed from the date on which the posting under the provisions of the preceding paragraph was commenced.

4 外国においてすべき送達についてした公示送達にあつては、前項の期間は、六週間とする。

(4) The period set forth in the preceding paragraph is six weeks for service by publication that is done for service that would be effected in a foreign country.

(電子情報処理組織の使用)

(Use of Electronic Data Processing Systems)

第六十六条の六 行政手続等における情報通信の技術の利用に関する法律（平成十四年法律第百五十一号）第二条第七号に規定する処分通知等であつて、この章の規定により書類の送達により行うこととしているものについては、同法第四条第一項の規定にかかわらず、当該処分通知等の相手方が送達を受ける旨の主務省令で定める方式による意思の表示をしないときは、電子情報処理組織（同項に規定する電子情報処理組織をいう。次項において同じ。）を使用して行うことができない。

Article 66-6 (1) Notwithstanding the provisions of Article 4, paragraph (1) of the Act on the Utilization of Information and Communications Technology in Administrative Proceedings (Act No. 151 of 2002), a disposition notice, etc. as prescribed in Article 2, item (vii) of that Act, which is to be given by serving a document pursuant to the provisions of this Chapter, may not be given using an electronic data processing system (meaning an electronic data processing system prescribed in Article 4, paragraph (1) of that Act; hereinafter the same applies in the following paragraph) unless the recipient of the disposition notice, etc. indicates, in the form specified by order of the competent ministry, that the recipient will be so served.

2 主務大臣の職員が前項に規定する処分通知等に関する事務を電子情報処理組織を使用して行つたときは、第六十六条の四において準用する民事訴訟法第百九条の規定による送達に関する事項を記載した書面の作成及び提出に代えて、当該事項を電子情報処理組織を使用して主務大臣の使用に係る電子計算機（入出力装置を含む。）に備え

られたファイルに記録しなければならない。

(2) When a ministry official uses an electronic data processing system to do administrative work involving a disposition notice, etc. prescribed in the preceding paragraph, the official must use that electronic data processing system to record the particulars of the service under the provisions of Article 109 of the Code of Civil Procedure as applied mutatis mutandis pursuant to Article 66-4, in a file that is stored on a computer (including input or output device) used by the competent minister instead of preparing and submitting a document that states those particulars.

(主務大臣等)

(Competent Minister)

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 is as follows:

一 商品及び特定権利（第二条第四項第二号及び第三号に掲げるものに限る。以下この号において同じ。）に係る販売業者に関する事項、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業者に関する事項、商品に係る業務提供誘引販売業を行う者に関する事項並びに物品に係る購入業者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当該商品、特定権利及び物品の流通を所掌する大臣

(i) in a matter concerning a seller of goods and specified rights (limited to those set forth in Article 2, paragraph (4), items (ii) and (iii); hereinafter the same applies in this item); a matter concerning the orchestrator, salesperson, or general multilevel marketing distributor involved in a set of related multilevel marketing undertakings involving goods; a matter concerning a person engaged in business opportunity sales involving goods; or a matter concerning a commercial purchaser of articles, the Prime Minister, the Minister of Economy, Trade and Industry, and the minister with jurisdiction over the distribution of the goods, specified rights or articles;

二 特定権利（第二条第四項第一号に掲げるものに限る。）に係る販売業者に関する事項、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業者に関する事項、特定継続的役務の提供を受ける権利に係る販売業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 a matter concerning a seller of specified rights (limited to those set forth in Article 2, paragraph (4), item (i)); a matter concerning an orchestrator, salesperson, or general multilevel marketing distributor involved in a set of related multilevel marketing undertakings involving rights to use a facility or to be provided with services; a matter concerning a seller of rights to be provided with specified continuous services; and a matter concerning a

- person engaged in business opportunity sales involving rights to use a facility or to be provided with 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 the 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 a matter concerning a service provider; a matter concerning an orchestrator, salesperson, or general multilevel marketing distributor involved in a set of related multilevel marketing undertakings involving services; or a matter 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 the 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 a matter concerning a party entrusting a contractor with e-mail that advertises mail order sales, contractor entrusted with e-mail that advertises multilevel marketing transactions, or contractor entrusted with e-mail that advertises business opportunity sales transactions; a matter concerning a door-to-door sales association or mail order sales association; or a matter concerning a 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販売に係る商品及び特定権利（第二条第四項第二号及び第三号に掲げるものに限る。）並びに購入に係る物品の流通を所掌する大臣、特定権利（同項第一号に掲げるものに限る。）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並びに特定継続的役務の提供を行う事業を所管する大臣
- (v) in a matter concerning a designated corporation, the Prime Minister, the Minister of Economy, Trade and Industry, the minister with jurisdiction over the distribution of goods and specified rights (limited to those listed in Article 2, paragraph (4), items (ii) and (iii)) for sales and articles for purchase, the minister with jurisdiction over the businesses that provide the facilities or services relevant to specified rights (limited to those listed in item (i) of that paragraph), 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、特定権利（第二条第四項第二号及び第三号に掲げるものに限る。）若しくは物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 a matter concerning consultations 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, specified rights (limited to those listed in Article 2, paragraph (4), items (ii) and (iii)) or articles, 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 delegates the 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 delegates the 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, order of the competent ministry means an order issued jointly by the Prime Minister and the Minister of Economy, Trade and Industry; provided, however, that the order of the competent ministry prescribed in Article 61, paragraph (1) means an order issued by the competent minister as specified in paragraph (1), item (v).

(都道府県が処理する事務)

(Administrative Functions Handled 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 functions 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 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 a matter that is placed under that minister's 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, pursuant to the provisions of Cabinet Order, may delegate part of the authority that has been delegated thereto pursuant to the provisions of Article 67, paragraph (2), to the Director-General of a Local Finance Bureau or the Director-General 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, pursuant to the provisions of Cabinet Order, may 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.

(関係者相互の連携)

(Mutual Coordination among Related People)

第六十九条の二 主務大臣、関係行政機関の長（当該行政機関が合議制の機関である場合にあつては、当該行政機関）、関係地方公共団体の長、独立行政法人国民生活センターの長その他の関係者は、特定商取引を公正にするとともに購入者等が受けることのある損害の防止を図るため、必要な情報交換を行うことその他相互の密接な連携の確保に努めるものとする。

Article 69-2 The competent minister, the heads of relevant administrative organs (if the administrative organ is an organ based on a council system, the administrative organ), the heads of relevant local governments, the head of the National Consumer Affairs Center of Japan, and other related persons must make efforts to exchange necessary information and secure other close mutual coordination, in order to ensure fairness in specified commercial transactions and prevent damage that may be caused to purchasers and others.

## 第七章 罰則

### Chapter VII Penal Provisions

第七十条 次の各号のいずれかに該当する者は、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 falling under one of the following items is subject to imprisonment for not more than three years, a fine of not more than three million yen, or both:

一 第六条、第二十一条、第三十四条、第四十四条、第五十二条又は第五十八条の十の規定に違反した者

(i) a person violating any provision of Article 6, 21, 34, 44, 52, or 58-10; or

二 第八条第一項、第八条の二第一項、第十五条第一項若しくは第二項、第十五条の二第一項、第二十三条第一項、第二十三条の二第一項、第三十九条第一項から第四項まで、第三十九条の二第一項から第三項まで、第四十七条第一項、第四十七条の二第一項、第五十七条第一項若しくは第二項、第五十七条の二第一項、第五十八条の十三第一項又は第五十八条の十三の二第一項の規定による命令に違反した者

(ii) a person violating an order under the provisions of Article 8, paragraph (1), Article 8-2, paragraph (1), Article 15, paragraph (1) or (2), Article 15-2, paragraph (1), Article 23, paragraph (1), Article 23-2, paragraph (1), Article 39, paragraphs (1) through (4), Article 39-2, paragraphs (1) through (3), Article 47, paragraph (1), Article 47-2, paragraph (1), Article 57, paragraph (1) or (2), Article 57-2, paragraph (1), Article 58-13, paragraph (1) or Article 58-13-2, paragraph (1).

第七十一条 次の各号のいずれかに該当する者は、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 falling under one of the following items is subject to imprisonment for not more than six months, a fine of not more than one million yen, or both:

一 第四条、第五条、第十八条、第十九条、第三十七条、第四十二条、第五十五条、第五十八条の七又は第五十八条の八の規定に違反して、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 that, in violation of the provisions of Articles 4, 5, 18, 19, 37, 42, 55, 58-7, or 58-8, fails to deliver a document or delivers a document that does not contain the information prescribed in the provisions or that contains false information;

二 第七条第一項、第十四条第一項若しくは第二項、第二十二条第一項、第三十八条第一項から第四項まで、第四十六条第一項、第五十六条第一項若しくは第二項又は第五十八条の十二第一項の規定による指示に違反した者

(ii) a person violating an instruction under the provisions of Article 7, paragraph (1), Article 14, paragraph (1) or (2), Article 22, paragraph (1), Article 38, paragraphs (1) through (4), Article 46, paragraph (1), Article 56, paragraph (1) or (2), or Article 58-12, paragraph (1);



三 第六十六条第一項（同条第五項におい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、若しくは同項の規定による質問に対し陳述をせず、若しくは虚偽の陳述をした者

(iii) a person failing to provide the report under the provisions of Article 66, paragraph (1) (including as applied mutatis mutandis pursuant to paragraph (5) of that Article; hereinafter the same applies in this item) or has provided a false report, has failed to submit the articles under the provisions of paragraph (1) of that Article or has submitted false articles, has rejected, hindered, or avoided the inspection under the provisions of that paragraph, or has failed to answer questions under the provisions of that paragraph or has made false statements; or

四 第六十六条第二項（同条第五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、若しくは同項の規定による質問に対し陳述をせず、若しくは虚偽の陳述をした者

(iv) a person failing to provide the report under the provisions of Article 66, paragraph (2) (including as applied mutatis mutandis by replacing the terms pursuant to paragraph (5) of that Article; hereinafter the same applies in this item) or providing a false report; failing to submit the materials under the provisions of paragraph (2) of that Article or submitting false materials; rejecting, hindering, or avoiding the inspection under the provisions of that paragraph; or failing to answer questions under the provisions of that paragraph or making false statements.

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 falling under one of the following items is subject to a fine of not more than one million yen:

一第十二条、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

(i) a person that, 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;

二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

(ii) a person violating any provision of Article 12-3, paragraph (1) or (2) (including as applied mutatis mutandis pursuant to Article 12-4, paragraph (2)), Article 12-4, paragraph (1), Article 36-3, paragraph (1) or (2) (including as applied mutatis mutandis pursuant to Article 36-4, paragraph (2)), Article 36-4, paragraph (1), Article 54-3, paragraph (1) or (2) (including as applied mutatis mutandis pursuant to Article 54-4, paragraph (2)) or Article 54-4, paragraph (1);

三 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

(iii) a person that, in violation of the provisions of Article 12-3, paragraph (3) (including as applied mutatis mutandis following a deemed replacement of terms pursuant to Article 12-4, paragraph (2)), Article 36-3, paragraph (3) (including as applied mutatis mutandis following a deemed replacement of terms pursuant to Article 36-4, paragraph (2)) or Article 54-3, paragraph (3) (including as applied mutatis mutandis following a deemed replacement of 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;

四 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

(iv) a person that, in violation of the provisions of Article 13, paragraph (1) or Article 20, has not notified the relevant person;

五 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

(v) a person that, in violation of the provisions of Article 35 or 53, has not made the relevant indication;

六 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

(vi) a person that, in violation of the provisions of Article 45, paragraph (1), has not kept the documents specified in that paragraph or that has made unlawful statements in those documents;

七 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

(vii) a person that, 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 reasonable grounds.

2 前項第二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 that has committed the offense set forth in item (ii) of the preceding paragraph has failed to make an indication, in violation of the provisions of Article 11, Article 12-3, paragraph (4) (including as applied mutatis mutandis following a deemed replacement of terms pursuant to Article 12-4, paragraph (2)), Article 35, Article 36-3, paragraph (4) (including as applied mutatis mutandis following a deemed replacement of terms pursuant to Article 36-4, paragraph (2)), Article 53 or Article 54-3, paragraph (4) (including as applied mutatis mutandis following a deemed replacement of 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, the person is subject to imprisonment 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 falling under one of the following items is subject to 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 that, in violation of the provisions of Article 28, paragraph (2) or Article 31, paragraph (2), uses a character in its name or trade name that could cause it 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（同条第五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 failing to provide the report under the provisions of Article 66, paragraph (3) (including as applied mutatis mutandis following a deemed replacement of terms pursuant to paragraph (5) of that Article; hereinafter the same applies in this item) or providing a false report; or failing to submit the materials under the provisions of paragraph (3) of that Article or submitting false materials; or

三 第六十六条第四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 failing to provide the report under the provisions of Article 66,

paragraph (4) or providing a false report; or refusing, obstructing, or evading the inspection under the provisions of that paragraph.

第七十四条 法人の代表者若しくは管理人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 (1) If the representative or manager of a corporation, or the agent, employee or any other worker of a corporation or individual commits a violation prescribed in any of the provisions of the following items with regard to the business of that corporation or individual, in addition to the punishment to which the offender is subject, the relevant corporation is subject to the fine specified in the relevant item, and the individual is subject to the fine prescribed in the relevant Article:

一 第七十条第二号三億円以下の罰金刑

(i) Article 70, item (ii): a fine of not more than 300 million yen;

二 第七十条第一号一億円以下の罰金刑

(ii) Article 70, item (i): a fine of not more than 100 million yen; and

三 前三条各本条の罰金刑

(iii) the preceding three Articles: the fine prescribed in the relevant Article.

2 人格のない社団又は財団について前項の規定の適用がある場合には、その代表者又は管理人がその訴訟行為につきその人格のない社団又は財団を代表するほか、法人を被告人又は被疑者とする場合の刑事訴訟に関する法律の規定を準用する。

(2) If the preceding paragraph applies to an association or a foundation without legal personality, the representative or manager thereof represents it with respect to procedural acts, and the provisions of the laws concerning criminal procedure when a corporation is the accused or a suspect apply *mutatis mutandis*.

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 falling under one of the following items is subject to a civil 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 failing 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 submitting 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 refusing, obstructing, or evading an inspection under the

provisions of Article 29-5, paragraph (2) or Article 32-2, paragraph (2), or violating the order under the provisions of 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 that, in violation of the provisions of Article 28, paragraph (1) or Article 31, paragraph (1), uses a character in its name or trade name that could cause it to be mistaken for a door-to-door sales association or a mail order sales association is subject to 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 comes 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 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 is received by a seller before to this Act comes into effect.

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 is entered into before this Act comes into effect.

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 is received by a seller before this Act comes into effect, to a sales contract

connected with such an offer that is entered into after this Act comes into effect, or to a sales contract that is entered into before this Act comes into effect.

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 is entered into by a person engaged in business equivalent to a multilevel marketing undertaking prescribed in that paragraph before this Act comes into effect.

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 before this Act comes into effect, the phrase "the day the goods were sent" in Article 18, paragraph (1) is deemed to be replaced with "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]

(施行期日)

(Effective Date)

1 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。

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

(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 Amendment of the Act on Door-to-Door Sales)

1 2 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) Notwithstanding the provisions of Article 6 of the Act on Door-to-Door Sales as amended by the provisions of the preceding paragraph prior laws continue to govern a sales contract entered into before this Act comes into effect, an offer for a sales contract that a seller has received before this Act comes into effect, or a sales contract connected with such an offer that has been entered

into after this Act comes into effect.

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)

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 comes 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 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 amended 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-amendment Act on Door-to-Door Sales (hereinafter referred to as the "Former Act") applies.

(経過措置等)

(Transitional Measures)

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 apply to an offer for a sales contract or a service contract that a seller or a service provider receives after this Act comes into effect, but prior laws continue to govern 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 Former Act (hereinafter referred to as "specified designated goods"), that a seller has received before this Act comes into effect.

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 apply to a sales contract or a service contract that is entered into after this Act comes into effect, but prior laws continue to govern a sales contract for specified designated goods that has been entered into before this Act comes into effect.

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 apply to an offer for a sales contract or a service contract that a seller or a service provider receives after this Act comes into effect or a sales contract or service contract that is entered into after this Act comes into effect (excluding a contract for which the offer has been received before this Act comes into effect), but prior laws continue to govern an offer for a sales contract for specified designated goods that a seller has received before this Act comes into effect, a sales contract connected with such an offer that has been entered into after this Act comes into effect, or a sales contract for specified designated goods that has been entered into before this Act comes into effect.

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 apply to a sales contract or a service contract that is entered into after this Act comes into effect, but prior laws continue to govern a sales contract for specified designated goods that has been entered into before this Act comes into effect.

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 do not apply to a sales contract or a service contract that has been entered into before this Act comes into effect.

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 do not apply to an offer for a sales contract or a service contract for specified rights prescribed in Article 2, paragraph (3) of the New Act that a seller or a service provider has received before this Act comes into effect.



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 apply to a contract for multilevel marketing transactions prescribed in Article 11, paragraph (1) of the New Act that is entered into after this Act comes into effect by a person carrying on a multilevel marketing undertaking under that paragraph, but prior laws continue to govern a contract for multilevel marketing transactions prescribed in Article 11, paragraph (1) of the Former Act that has been entered into before this Act comes into effect by a person carrying on a multilevel marketing undertaking under that paragraph.

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 before this Act comes into effect, the phrase "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 that was sent the goods requested that the seller take them back, if 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 a request)" is deemed to be replaced with "by the day on which 14 days have passed since the date of enforcement of the Act Partially Amending the Act on Door-to-Door Sales (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 that was sent the goods has requested that the seller take them back, 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) Prior laws continue to govern the applicability of penal provisions to conduct in which a person engages before this Act comes into effect and to conduct in which a person engages after this Act comes into effect if the situation

continues to be governed by prior laws pursuant to the provisions of paragraphs (1), (2), and (7).

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 is 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 is 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 comes 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 amend Article 19 and Article 21, item (iv) of the Act on Door-to-Door Sales, the provisions of Article 2, the provisions of Article 3 of the Supplementary Provisions that amend Article 37, paragraph (1) of the Installment Sales Act, and the provisions of Articles 4 and 5 of the Supplementary Provisions 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 as amended by the provisions of Article 1 (hereinafter referred to as the "New Act") do not apply to an offer for a sales contract or a service contract that a seller or a service provider has received before this Act comes into effect.

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 do not apply to a sales contract or service contract that has been entered into before this Act comes into effect or to a sales contract or service contract connected with an offer that a seller or a service provider has received before this Act comes into effect but that is entered into after this Act comes into effect.

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 do not apply to an offer for a sales contract or service contract that has been received by a seller or a service provider before this Act comes into effect, to a sales contract or service contract connected with such an offer that is entered into after this Act comes into effect, or to a sales contract or service contract that has been entered into before this Act comes into effect.

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) Notwithstanding the provisions of Article 17 of the New Act, prior laws continue to govern a contract that a person carrying on a multilevel marketing undertaking has entered into in prior to this Act coming into effect in respect of multilevel marketing transactions that are connected with its multilevel marketing undertaking.

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) Prior laws continue to govern the applicability of penal provisions to conduct in which a person engages before this Act comes into effect.

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 comes 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 Prior laws continue to govern the applicability of penal provisions to conduct in which a person engages before this Act comes into effect.

(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 Beyond as provided in the preceding two Articles, any transitional measures necessary for the enforcement of this Act are provided 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 comes 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 Amendment of the Act on Door-to-Door Sales)

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 amended by the provisions of Article 1 (hereinafter referred to as the "Specified Commercial Transactions Act") apply to a contract involving multilevel marketing transactions prescribed in Article 33, paragraph (1) of the Specified Commercial Transactions Act that is entered into after this Act comes into effect by a person engaged in multilevel marketing prescribed in that paragraph, but prior laws continue to govern a contract involving multilevel marketing transactions prescribed in Article 11, paragraph (1) of the Act on Door-to-Door Sales before its amendment by the provisions of Article 1, that has been entered into before this Act comes into effect by a person carrying on a multilevel marketing undertaking prescribed in that paragraph.

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 Transactions Act do not apply to a contract involving transactions equivalent to business opportunity sales transactions under Article 51, paragraph (1) of the Specified Commercial Transactions Act, that has been entered into before this Act comes into effect by a person engaged in business equivalent to business opportunity sales under that 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 Prior laws continue to govern the applicability of penal provisions to conduct in which a person engages before this Act comes into effect and to conduct in which a person engages after this Act comes into effect if the situation continues to be governed by prior laws pursuant to the provisions of Article 2, paragraph (1) of the Supplementary Provisions.

(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 Beyond as provided in the preceding three Articles, the transitional

measures necessary for the enforcement of this Act are provided 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 is to 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 people and any other economic and social conditions, and is to 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 comes 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 Approximately three years after the enforcement of this Act, the government is to review any measures established with regard to advertising provided through electronic or magnetic means, that are based on the provisions of the Act on Specified Commercial Transactions as amended by this Act, in accordance with the circumstances of commercial transactions using information technology, the status of advertising provided through electronic or magnetic means in specified commercial transactions, and other conditions after this Act comes into effect, and is to 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 comes 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 Amendment 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 amended by the provisions of Article 1 of this Act (hereinafter referred to as the "New Specified Commercial Transactions Act") do not apply to conduct in which a person has engaged before this Act comes into effect.

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 Transactions Act apply to an offer for a sales contract or a service contract that a seller or a service provider receives after this Act comes into effect and a sales contract or a service contract that is entered into after this Act comes into effect (excluding such contract for which an offer was received before this Act comes into effect), but prior laws continue to govern an offer for a sales contract or service contract that a seller or a service provider has received before this Act comes into effect, a sales contract or service contract connected with such an offer that is entered into after this Act comes into effect, or a sales contract or service contract that has been entered into before this Act comes into effect.

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 do not apply to the manifestation of an intention to offer a sales contract or a service contract or to accept such an offer that has been made before this Act comes into effect.

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 Transactions Act do not apply to the manifestation of an intention to offer, or to accept an offer for, a contract involving multilevel marketing transactions connected with a multilevel marketing undertaking 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 that 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 that Act (hereinafter simply referred to as a "sales contract for specified rights"), or a contract for business opportunity sales transactions connected with business opportunity sales prescribed in Article 51, paragraph (1) of that Act (hereinafter referred to as a "business opportunity sales contract"), that has been made before this Act comes into effect.

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 Transactions Act do not apply to an indication that has been made before this Act comes into effect.

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 provisions of Article 37, paragraph (2) of the New Specified Commercial Transactions Act apply to a multilevel marketing contract that is entered into after this Act comes into effect, but prior laws continue to govern a multilevel marketing contract that has been entered into before this Act comes into effect.

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 Transactions Act apply to a multilevel marketing contract, a specified continuous service contract or sales contract for specified rights, or a business opportunity sales contract that is entered into after this Act comes into effect, but prior laws continue to govern a multilevel marketing contract, a specified continuous service contract or sales contract for specified rights, or a business opportunity sales contract that has been entered into before this Act comes into effect.

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 provisions of Article 40-2 of the New Specified Commercial Transactions Act do not apply to a multilevel marketing contract that was entered into before this Act comes into effect.

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 provisions of Article 50, paragraph (2) of the New Specified Commercial Transactions Act 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 this Act comes into effect, but prior laws continue to govern a specified continuous service contract, a sales contract for specified rights, or a sales contract for related goods that has been canceled before this Act comes into effect.

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 provisions of Article 58-3 of the New Specified Commercial Transactions Act do not apply to a business opportunity sales contract that has been entered into before this Act comes into effect.

(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 Beyond as provided in the preceding two Articles, the transitional measures necessary for the enforcement of this Act are provided 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 Approximately five years after the enforcement of this Act, the government is to review the provisions of the New Specified Commercial Transactions 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 its 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)

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 comes into effect as of the effective date of the Act on General Incorporated Associations and General Incorporated Foundations.

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 comes into effect as of April 1, 2009; provided, however, that the provisions of Articles 2 and 4 come into effect as of the effective date of the Act for Partial Amendment 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 comes into effect as of the date specified by Cabinet Order within a period not exceeding one year and six months from the date of its promulgation; provided, however, that the provisions listed in the following items come into effect as of the dates specified 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 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 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 effective date of the provisions set forth in Article 1, item (iii) of the Supplementary Provisions of the Act for Partial Amendment of the Act on Regulation of Loan Business (Act No. 115 of 2006) or the effective date 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 Amendment 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 the 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 amended by the provisions of Article 1 (hereinafter referred to as the "New Specified Commercial Transactions Act No. 2" in this Article), e-mail that advertises multilevel marketing transactions prescribed in Article 36-3, paragraph (1), item (i) of the New Specified Commercial Transactions Act No. 2, or e-mail that advertises business opportunity sales transactions prescribed in Article 54-3, paragraph (1), item (i) of the New Specified Commercial Transactions Act No. 2 (hereinafter collectively referred to as "e-mail that advertises mail order sales, etc." in this Article), is 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 the 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 an intention through which a person has already indicated the 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 is deemed to be the manifestation of an intention as prescribed in Article 12-3, paragraph (2) of the New Specified Commercial Transactions Act No. 2 (including as applied mutatis mutandis pursuant to Article 12-4, paragraph (2) of the New Specified Commercial Transactions Act No. 2), Article 36-3, paragraph (2) of the New Specified Commercial Transactions Act No. 2 (including as applied mutatis mutandis pursuant to Article 36-4, paragraph (2) of the New Specified Commercial Transactions Act No. 2), or Article 54-3, paragraph (2) of the New Specified Commercial Transactions Act No. 2 (including as applied mutatis mutandis pursuant to Article 54-4, paragraph (2) of the New Specified Commercial Transactions Act No. 2).

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 New Specified Commercial Transactions Act No. 2 (including as applied mutatis mutandis following a deemed replacement of terms pursuant to Article 12-4, paragraph (2) of the New Specified Commercial Transactions Act No. 2), Article 36-3, paragraph (3) of the New Specified Commercial Transactions Act No. 2 (including as applied mutatis mutandis following a deemed replacement of terms pursuant to Article 36-4, paragraph (2) of the New Specified Commercial Transactions Act No. 2), or Article 54-3, paragraph (3) of the New Specified Commercial Transactions Act No. 2 (including as applied mutatis mutandis following a deemed replacement of terms pursuant to Article 54-4, paragraph (2) of the New Specified Commercial Transactions Act No. 2) do 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 before the effective date of the provisions set forth in Article 1, item (ii) of the Supplementary Provisions with regard to sending the 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 amended by the provisions of Article 2 (hereinafter referred to as the "New Specified Commercial Transactions Act" in this Article) apply to an offer for a sales contract or a service contract that a seller or a service provider receives after this Act comes into effect, but prior laws continue to govern an offer for a sales contract or a service contract for any designated goods, designated rights, or designated services (hereinafter referred to as "specified designated goods, rights, or services") prescribed in Article 2, paragraph (4) of the Act on Specified Commercial Transactions before

its amendment by the provisions of Article 2, that a seller or a service provider has received before this Act comes into effect.

- 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 apply to a sales contract or a service contract that is entered into after this Act comes into effect, but prior laws continue to govern a sales contract or a service contract for specified designated goods, rights, or services that has been entered into before this Act comes into effect.

- 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 apply to an offer for a sales contract or a service contract that a seller or a service provider receives after this Act comes into effect and to a sales contract or service contract that is entered into after this Act comes into effect (excluding any contract for which the seller or the service provider received an offer before this Act comes into effect), but prior laws continue to govern an offer for a sales contract or service contract for specified designated goods, rights, or services that a seller or a service provider has received before this Act comes into effect, a sales contract or service contract connected with such an offer that has been entered into after this Act comes into effect, or a sales contract or service contract for specified designated goods, rights, or services that has been entered into before this Act comes into effect.

- 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 do not apply to an offer for a sales contract or service contract that a seller or a service provider has received before this Act comes into effect, any sales contract or service contract connected with such an offer that has been entered into after this Act comes into effect, or a sales contract or a service contract that has been entered into before this Act comes into effect.

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 do not apply to a sales contract or a service contract (excluding one for specified designated goods, rights, or services) that has been entered into before this Act comes into effect.

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 the 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, rights, or services) is 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 the 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, rights, or services) that the person has already manifested at the time of enforcement of this Act is deemed to be an intention that the person has manifested pursuant to paragraph (2) of that Article (including as 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 as applied mutatis mutandis following a deemed replacement of terms pursuant to Article 12-4, paragraph (2) of the New Specified Commercial Transactions Act) do 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 the advertising target e-mail that advertises mail order sales (excluding e-mail advertising related to specified designated goods, rights, or services) prescribed in Article 12-3, paragraph (1), item (i) of the New Specified Commercial Transactions Act before the effective date 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 do not apply to an offer for a sales contract or a service contract (excluding one for specified designated goods, rights, or services) that a seller or a service provider has received before this Act comes into effect.

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 do not apply to an offer for a sales contract that a seller has received before this Act comes into effect, to a sales contract connected with such an offer that is entered into after this Act comes into effect, or to a sales contract that has been entered into before this Act comes into effect.

11 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二、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, even before the effective date of this Act, may consult with the Consumer Affairs Council for the purpose of planning the enactment of Cabinet Order set forth in Article 26, paragraph (1), item (viii)(d) of the New Specified Commercial Transactions Act, paragraph (2) of that Article, the items of paragraph (3) of that Article, paragraph (4), item (i) or (ii) of that Article, paragraph (5), item (ii) of that Article, or paragraph (6), item (ii) of that Article.

12 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, even before the effective date of this Act, may consult with the Consumer Affairs Council for the purpose of planning the enactment of Cabinet Order set forth in Article 26, paragraph (4), item (iii) of the New Specified Commercial Transactions Act or paragraph (6),



item (i) of that Article.

13 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 that already uses a character in its name or trade name that could cause it 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 do not apply for six months after this Act comes into effect.

(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 Prior laws continue to govern the applicability of penal provisions to conduct in which a person engages before this Act comes into effect and to conduct in which a person engages after this Act comes into effect if the situation continues to be governed by prior laws pursuant to the provisions of the preceding two Articles.

(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 Beyond as provided from Article 3 of the Supplementary Provisions to the preceding Article, any transitional measures (including those concerning penal provisions) necessary for the enforcement of this Act are provided 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 Once five years have passed after the enforcement of this Act, the government is to review the status of enforcement of the provisions of the Act on Specified Commercial Transactions and the Installment Sales Act as amended by this Act, and if it finds it to be necessary, is to take any necessary

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 comes into effect as of the effective date 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 come into effect as of the dates specified 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 Applicability 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 Prior laws continue to govern the applicability of penal provisions to conduct in which a person engages before this Act comes into effect and to conduct in which a person engages after this Act comes into effect if the situation continues to be governed by prior laws pursuant to the provisions of the Supplementary Provisions of this Act.

(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 Beyond as provided 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 are specified by Cabinet Order.

附 則 〔平成二十四年八月二十二日法律第五十九号〕 〔抄〕

**Supplementary Provisions [Act No. 59 of August 22, 2012] [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、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 comes 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 listed in the following items come into effect as of the dates specified in those items:

一 次条第五項並びに附則第三条及び第七条の規定公布の日

(i) the provisions of paragraph (5) of the following Article, and Article 3 and 7 of the Supplementary Provisions: the day of promulgation;

二 附則第六条の規定国家公務員法等の一部を改正する法律等の施行に伴う関係法律の整備等に関する法律（平成二十四年法律第号）の公布の日又はこの法律の公布の日のいずれか遅い日

(ii) the provisions of Article 6 of the Supplementary Provisions: the day of promulgation of the Act on the Coordination of Related Acts in Connection with the Coming Into Effect of the Act Partially Amending the National Public Service Act and Other Acts (Act No. XX of 2012) or the day of promulgation of this Act, whichever is later.

(経過措置)

(Transitional Measures)

第二条 この法律による改正後の特定商取引に関する法律（以下この条及び附則第四条において「新特定商取引法」という。）第五十八条の七の規定は、この法律の施行前に新特定商取引法第五十八条の四に規定する購入業者に相当する者（第三項及び第四項において「旧購入業者」という。）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 Article 58-7 of the Act on Specified Commercial Transactions as amended by this Act (hereinafter referred to as the "New Specified Commercial Transactions Act" in this Article and Article 4 of the Supplementary Provisions) do not apply to an offer for a sales contract that a person equivalent to the commercial purchaser prescribed in Article 58-4 of the New Specified Commercial Transactions Act (referred to as a "person equivalent to a commercial purchaser" in paragraphs (3) and (4)) has received before this Act comes into effect.

2 新特定商取引法第五十八条の八及び第五十八条の十六の規定は、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 Articles 58-8 and 58-16 of the New Specified Commercial Transactions Act do not apply to a sales contract that has been entered into before this Act comes into effect.

3 新特定商取引法第五十八条の九、第五十八条の十一、第五十八条の十一の二及び第五十八条の十五の規定は、この法律の施行前に旧購入業者が受けた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 Articles 58-9, 58-11, 58-11-2 and 58-15 of the New Specified Commercial Transactions Act do not apply to a sales contract connected with an offer that a person equivalent to a commercial purchaser has received before this Act comes into effect and which is entered into after this Act comes into effect, or a sales contract that has been entered into before this Act comes into effect.

4 新特定商取引法第五十八条の十四の規定は、この法律の施行前に旧購入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。

(4) The provisions of Article 58-14 of the New Specified Commercial Transactions Act do not apply to an offer for a sales contract that a person equivalent to a commercial purchaser has received before this Act comes into effect, a sales contract connected with such an offer that is entered into after this Act comes into effect, or a sales contract that has been entered into before this Act comes into effect.

5 新特定商取引法第六十七条第一項第六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五十八条の四又は第五十八条の十七第二項第二号の政令の制定の立案のために、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することができる。

(5) The competent minister specified in Article 67, paragraph (1), item (vi) of the New Specified Commercial Transactions Act, even before the effective date of this Act, may consult with the Consumer Commission and the Consumer Affairs Council for the purpose of planning the enactment of Cabinet Order set forth in Article 58-4 or 58-17, paragraph (2), item (ii) of the New Specified Commercial Transactions Act pursuant to the provisions of Cabinet Order.

(政令への委任)

(Delegation to Cabinet Order)

第三条 前条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は、政令で定める。

Article 3 Beyond as provided in the preceding Article, any transitional measures necessary for enforcement of this Act are specified by Cabinet Order.

(検討)

(Review)

第四条 政府は、新特定商取引法第五十八条の十四第一項に規定する申込者等が同項の

規定による売買契約の解除をした場合において当該申込者等が新特定商取引法第五十八条の四に規定する訪問購入に係る物品の占有を確実に回復し又は保持することができるようにするための制度について検討を加え、その結果に基づいて所要の措置を講ずるものとする。

Article 4 (1) The government is to review the system that enables an offeror or counterparty prescribed in the provisions of Article 58-14, paragraph (1) of the New Specified Commercial Transactions Act to reliably regain or keep possession of articles connected with a door-to-door purchase transaction prescribed in the provisions of Article 58-4 of that Act in the event that the offeror or counterparty has canceled the sales contract as under the provisions of Article 58-14, paragraph (1) of that Act, and is to take the necessary measures based on the results of its review.

2 政府は、前項に規定するもののほか、この法律の施行後三年を経過した場合において、新特定商取引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。

(2) Beyond as set forth in the preceding paragraph, once three years have passed after the enforcement of this Act, the government is to review the status of enforcement of the provisions of the New Act on Specified Commercial Transactions, and if it finds it to be necessary, take any necessary measures based on the results of its review.

附 則 〔平成二十六年四月二十五日法律第二十九号〕 〔抄〕

**Supplementary Provisions [Act No. 29 of April 25, 2014] [Extract]**

(施行期日)

(Effective Date)

1 この法律は、公布の日から起算して二年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。

(1) This Act comes into effect as of the date specified by Cabinet Order within a period not exceeding two years from the date of its promulgation;

附 則

**Supplementary Provisions**

(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 comes into effect as of the date specified by Cabinet Order within a period not exceeding one year and six months from the date of its

promulgation; provided, however, that the provisions listed in the following items come into effect as of the dates specified in those items:

一 附則第五条の規定公布の日

(i) the provisions of Article 5 of the Supplementary Provisions: the day of promulgation;

二 第二条の規定及び附則第三条の規定民法の一部を改正する法律（平成二十八年法律第号）の施行の日

(ii) the provisions of Article 2 of this Act and Article 3 of the Supplementary Provisions: the effective date of the Act for Partial Amendment of the Civil Code (Act No. XX of 2016); or

三 附則第八条の規定民法の一部を改正する法律の施行に伴う関係法律の整備等に関する法律（平成二十八年法律第号）の公布の日又はこの法律の公布の日のいずれか遅い日

(iii) the provisions of Article 8 of the Supplementary Provisions: the day of promulgation of the Act on the Coordination of Related Acts in Connection with the Coming Into Effect of the Act Partially Amending the Civil Code (Act No. XX of 2016) or the day of promulgation of this Act, whichever is later.

（経過措置）

(Transitional Measures)

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（以下この条において「新法」という。）第四条、第十三条、第十八条及び第二十条の規定は、この法律の施行の日（以下「施行日」という。）以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、施行日前に販売業者又は役務提供事業者が受けた商品若しくは第一条の規定による改正前の特定商取引に関する法律（以下この条において「旧法」という。）第二条第四項に規定する指定権利又は役務（以下この条において「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 2 (1) The provisions of Articles 4, 13, 18, and 20 of the Act on Specified Commercial Transactions as amended by the provisions of Article 1 (hereinafter referred to as "the New Act" in this Article) apply to an offer for a sales contract or a service contract that a seller or a service provider receives on or after the effective date of this Act (hereinafter referred to as "the effective date"), but prior laws continue to govern an offer for a sales contract or a service contract regarding the goods, designated rights or services prescribed in Article 2, paragraph (4) of the Act on Specified Commercial Transactions before its revision by the provisions of Article 1 (hereinafter referred to as "the Former Act" in this Article) (hereinafter referred to as "goods, rights, or services" in this Article) that a seller or a service provider has received before the effective date.

- 2 新法第五条、第十条、第十九条及び第二十五条の規定は、施行日以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、施行日前に締結された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, 10, 19, and 25 of the New Act apply to a sales contract or a service contract that is entered into on or after the effective date, but prior laws continue to govern a sales contract or a service contract for goods, rights, or services that has been entered into before the effective date.
- 3 新法第七条第二項、第十四条第三項及び第四項、第二十二条第二項、第三十八条第五項及び第六項、第四十六条第二項、第五十六条第三項及び第四項並びに第五十八条の十二第二項の規定は、施行日前に旧法第七条、第十四条、第二十二条、第三十八条、第四十六条、第五十六条又は第五十八条の十二の規定によりした指示については、適用しない。
- (3) The provisions of Article 7, paragraph (2), Article 14, paragraphs (3) and (4), Article 22, paragraph (2), Article 38, paragraphs (5) and (6), Article 46, paragraph (2), Article 56, paragraphs (3) and (4), and Article 58-12, paragraph (2) of the New Act do not apply to instructions that have been given before the effective date pursuant to Article 7, 14, 22, 38, 46, 56, or 58-12 of the Former Act.
- 4 販売業者又は役務提供事業者の施行日前にした旧法第三条、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する行為若しくは旧法第七条各号に掲げる行為又は同条の規定による指示に従わない行為については、新法第八条第一項の規定にかかわらず、なお従前の例による。
- (4) Notwithstanding the provisions of Article 8, paragraph (1) of the New Act, prior laws continue to govern conduct violating any provision of Article 3, Article 3-2, paragraph (2), or Articles 4 through 6 of the Former Act or conduct listed in the items of Article 7 of the Former Act, or conduct involving a failure to follow instructions under the provisions of that Article, in which a seller or a service provider has engaged before the effective date.
- 5 新法第八条の二第一項の規定は、前項に規定する行為に関して業務の停止を命ずる場合については、適用しない。
- (5) The provisions of Article 8-2, paragraph (1) of the New Act do not apply if a suspension of business is ordered in connection with the conduct prescribed in the preceding paragraph.
- 6 新法第九条、第九条の二、第十五条の三及び第二十四条の規定は、施行日以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施行日以後に締結された売買契約若しくは役務提供契約（施行日前にその申込みを受けたものを除く。）について適用し、施行日前に販売業者若しくは役務提供事業者が受けた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施行日以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施行日前に締結された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。

(6) The provisions of Article 9, Article 9-2, Article 15-3, and Article 24 of the New Act apply to an offer for a sales contract or service contract received by a seller or a service provider on or after the effective date and a sales contract or service contract entered into after the effective date (excluding those for which offers were made before the effective date), but prior laws continue to govern an offer for a sales contract or service contract for goods, rights, or services that a seller or a service provider has received before the effective date, a sales contract or service contract connected with such an offer that is entered into on or after the effective date, or a sales contract or service contract for goods, rights, or services that has been entered into before the effective date.

7 新法第九条の三第四項（新法第二十四条の三第二項、第四十条の三第二項、第四十九条の二第二項及び第五十八条の二第二項において準用する場合を含む。）の規定は、施行日以後にした売買契約若しくは役務提供契約、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若しくは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に係る取消権について適用し、施行日前にした商品等の売買契約若しくは役務提供契約、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若しくは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に係る取消権については、なお従前の例による。

(7) The provisions of Article 9-3, paragraph (4) of the New Act (including as applied *mutatis mutandis* pursuant to Article 24-3, paragraph (2), Article 40-3, paragraph (2), Article 49-2, paragraph (2), and Article 58-2, paragraph (2) of the New Act) apply to the right to retract a manifestation that is made on or before the effective date indicating the intention to offer or accept an offer for a sales contract, a service contract, a multilevel marketing contract, a specified continuous service contract, a sales contract for specified rights, or a business opportunity sales contract, but prior laws continue to govern the right to retract a manifestation that has been made after the effective date indicating the intention to offer or accept an offer for a sales contract for goods, rights, or services, a service contract, a multilevel marketing contract, a specified continuous service contract, a sales contract for specified rights, or a business opportunity sales contract.

8 施行日において既に新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（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。

(8) The request or consent of a target customer regarding e-mail that advertises mail order sales (excluding those related to goods, rights, or services) specified in Article 12-3, paragraph (1), item (i) of the New Act received before the effective date is deemed to be a request or consent received regarding e-mail that advertises mail order sales.

9 施行日において既にされている意思の表示であって、新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（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。

(9) An indication made before the effective date of an unwillingness to be provided with e-mail that advertises mail order sales (excluding those related to goods, rights, or services) specified in Article 12-3, paragraph (1), item (i) of the New Act is deemed to be the manifestation of an intention set forth in paragraph (2) of that Article (including as applied mutatis mutandis pursuant to Article 12-4, paragraph (2) of the New Act).

10 新法第十二条の三第三項（新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、施行日前に新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（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。

(10) The provisions of Article 12-3, paragraph (3) of the New Act (including as applied mutatis mutandis following a deemed replacement of terms pursuant to Article 12-4, paragraph (2) of the New Act) do not apply to e-mail that advertises mail order sales that is based on a request or consent that has been received before the effective date from a target customer regarding the sending of an e-mail that advertises mail order sales (excluding those related to goods, rights, or services) specified in Article 12-3, paragraph (1), item (i) of the New Act.

11 施行日において既に新法第十二条の五第一項第一号に規定する通信販売ファクシミリ広告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、通信販売ファクシミリ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。

(11) A request or consent that has been received as of the effective date from a target customer regarding the sending of facsimile advertisements for mail order sales specified in Article 12-5, paragraph (1), item (i) of the New Act is deemed to be a request or consent received from a target customer regarding the facsimile advertisements for mail order sales.

12 施行日において既にされている意思の表示であって、新法第十二条の五第一項第一号に規定する通信販売ファクシミリ広告に相当するものの提供を受けない旨のものは、同条第二項に規定する意思の表示とみなす。

(12) The indication of an unwillingness to be provided with facsimile advertisements for mail order sales as specified in Article 12-5, paragraph (1), item (i) of the New Act before the effective date is deemed to be the manifestation of an intention as set forth in paragraph (2) of that Article.

13 新法第十二条の五第三項の規定は、施行日前に同条第一項第一号に規定する通信販売ファクシミリ広告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ファクシミリ広告については、適用し

ない。

(13) The provisions of Article 12-5, paragraph (3) of the New Act do not apply to facsimile advertisements for mail order sales based on a request or consent that has been received before the effective date from a target customer regarding the sending of facsimile advertisements for mail order sales specified in paragraph (1), item (i) of that Article.

1 4 販売業者又は役務提供事業者の施行日前にした旧法第十一条、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する行為若しくは旧法第十四条第一項各号に掲げる行為又は同項の規定による指示に従わない行為については、新法第十五条第一項の規定にかかわらず、なお従前の例による。

(14) Notwithstanding the provisions of Article 15, paragraph (1) of the New Act, prior laws continue to govern conduct violating any provision of Article 11, 12, 12-3 (excluding paragraph (5)), or Article 13, paragraph (1) of the Former Act or conduct listed in the items of Article 14, paragraph (1) of the Former Act, or conduct involving a failure to follow instructions under the provisions of that paragraph, in which a seller or a service provider has engaged before the effective date.

1 5 新法第十五条の二第一項の規定は、前項に規定する行為に関して業務の停止を命ずる場合については、適用しない。

(15) The provisions of Article 15-2, paragraph (1) of the New Act do not apply if a suspension of business is ordered in connection with the conduct prescribed in the preceding paragraph.

1 6 販売業者又は役務提供事業者の施行日前にした旧法第十六条から第二十一条までの規定に違反する行為若しくは旧法第二十二条各号に掲げる行為又は同条の規定による指示に従わない行為については、新法第二十三条第一項の規定にかかわらず、なお従前の例による。

(16) Notwithstanding the provisions of Article 23, paragraph (1) of the New Act, prior laws continue to govern conduct violating any provision of Articles 16 through 21 of the Former Act or conduct listed in the items in Article 22 of the Former Act, or conduct involving a failure to follow instructions under the provisions of that Article, in which a seller or a service provider has engaged before the effective date.

1 7 新法第二十三条の二第一項の規定は、前項に規定する行為に関して業務の停止を命ずる場合については、適用しない。

(17) The provisions of Article 23-2, paragraph (1) of the New Act do not apply if a suspension of business is ordered in connection with the conduct prescribed in the preceding paragraph.

1 8 新法第二十四条の二の規定は、施行日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施行日以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施行日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。

(18) The provisions of Article 24-2 of the New Act do not apply to an offer for a sales contract or service contract that a seller or a service provider has received before the effective date, to a sales contract or service contract connected with such an offer which is entered into after the effective date, or to a sales contract or service contract that has been entered into before the effective date.

19 統括者の施行日前にした旧法第三十三条の二、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する行為若しくは旧法第三十八条第一項各号に掲げる行為若しくは同項の規定による指示に従わない行為又は勧誘者の施行日前にした旧法第三十三条の二、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。）の規定に違反する行為若しくは旧法第三十八条第一項第二号から第四号までに掲げる行為については、新法第三十九条第一項の規定にかかわらず、なお従前の例による。

(19) Notwithstanding the provisions of Article 39, paragraph (1) of the New Act, prior laws continue to govern conduct violating any provision of Article 33-2, Article 34, paragraph (1), (3), or (4), Article 35, 36, 36-3 (excluding paragraph (5)) or 37 of the Former Act or conduct listed in the items of Article 38, paragraph (1) of the Former Act or conduct involving a failure to follow instructions under the provisions of that paragraph, in which an orchestrator has engaged before the effective date, or with regard to conduct violating any provision of Article 33-2, Article 34, paragraph (1), (3), or (4), Article 35, 36, or 36-3 (excluding paragraph (5)) or conduct listed in Article 38, paragraph (1), items (ii) through (iv) of the Former Act, in which a salesperson has engaged before the effective date.

20 勧誘者の施行日前にした旧法第三十三条の二、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する行為若しくは旧法第三十八条第一項各号に掲げる行為又は同条第二項の規定による指示に従わない行為については、新法第三十九条第二項の規定にかかわらず、なお従前の例による。

(20) Notwithstanding the provisions of Article 39, paragraph (2) of the New Act, prior laws continue to govern conduct violating any provision of Article 33-2, Article 34, paragraph (1), (3) or (4), Article 35, 36, 36-3 (excluding paragraph (5)), or Article 37 of the Former Act or conduct listed in the items of Article 38, paragraph (1) of the Former Act, or conduct involving a failure to follow instructions under the provisions of paragraph (2) of that Article, in which a salesperson has engaged before the effective date.

21 一般連鎖販売業者の施行日前にした旧法第三十三条の二、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する行為若しくは旧法第三十八条第一項各号に掲げる行為

又は同条第三項の規定による指示に従わない行為については、新法第三十九条第三項の規定にかかわらず、なお従前の例による。

(21) Notwithstanding the provisions of Article 39, paragraph (3) of the New Act, prior laws continue to govern conduct violating any provision of Article 33-2, Article 34, paragraphs (2) through (4), Article 35, 36, 36-3 (excluding paragraph (5)), or Article 37 of the Former Act or conduct listed in the items of Article 38, paragraph (1) of the Former Act, or conduct involving a failure to follow instructions under the provisions of paragraph (3) of that Article, in which a general multilevel marketing distributor has engaged before the effective date.

2 2 新法第三十九条の二第一項の規定は、第十九項に規定する行為に関して連鎖販売取引の停止を命ずる場合については、適用しない。

(22) The provisions of Article 39-2, paragraph (1) of the New Act do not apply if a suspension of multilevel marketing transactions is ordered in connection with the conduct prescribed in paragraph (19).

2 3 新法第三十九条の二第二項の規定は、第二十項に規定する行為に関して連鎖販売取引の停止を命ずる場合については、適用しない。

(23) The provisions of Article 39-2, paragraph (2) of the New Act do not apply if a suspension of multilevel marketing transactions is ordered in connection with the conduct prescribed in paragraph (20).

2 4 新法第三十九条の二第三項の規定は、第二十一項に規定する行為に関して連鎖販売取引の停止を命ずる場合については、適用しない。

(24) The provisions of Article 39-2, paragraph (3) of the New Act do not apply if a suspension of multilevel marketing transactions is ordered in connection with the conduct prescribed in paragraph (21).

2 5 役務提供事業者又は販売業者の施行日前にした旧法第四十二条、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する行為若しくは旧法第四十六条各号に掲げる行為又は同条の規定による指示に従わない行為については、新法第四十七条第一項の規定にかかわらず、なお従前の例による。

(25) Notwithstanding the provisions of Article 47, paragraph (1) of the New Act, prior laws continue to govern conduct violating any provision of Article 42, 43, 44, or 45 of the Former Act or conduct listed in the items of Article 46 of the Former Act, or conduct involving a failure to follow instructions under the provisions of that Article, in which a service provider or a seller has engaged before the effective date.

2 6 新法第四十七条の二第一項の規定は、前項に規定する行為に関して業務の停止を命ずる場合については、適用しない。

(26) The provisions of Article 47-2, paragraph (1) of the New Act do not apply if a suspension of business is ordered in connection with the conduct prescribed in the preceding paragraph.

2 7 業務提供誘引販売業を行う者の施行日前にした旧法第五十一条の二、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する行為若しくは旧法第五十六条第一項各号に掲げる行為又は同項の規定による指示に従わない行為については、新法第五十七条第一項の規定にかかわらず、なお従前の例による。

(27) Notwithstanding the provisions of Article 57, paragraph (1) of the New Act, prior laws continue to govern conduct violating any provision of Article 51-2, 52, 53, 54, 54-3 (excluding paragraph (5)), or 55 of the Former Act or conduct listed in the items of Article 56, paragraph (1) of the Former Act, or conduct involving a failure to follow instructions under the provisions of that paragraph, in which a person engaged in business opportunity sales has engaged before the effective date.

28 新法第五十七条の二第一項の規定は、前項に規定する行為に関して業務提供誘引販売業に係る業務提供誘引販売取引の停止を命ずる場合については、適用しない。

(28) The provisions of Article 57-2, paragraph (1) of the New Act do not apply if a suspension of business opportunity sales transactions involved in business opportunity sales is ordered in connection with the conduct prescribed in the preceding paragraph.

29 購入業者の施行日前にした旧法第五十八条の五から第五十八条の十一の二までの規定に違反する行為若しくは旧法第五十八条の十二各号に掲げる行為又は同条の規定による指示に従わない行為については、新法第五十八条の十三第一項の規定にかかわらず、なお従前の例による。

(29) Notwithstanding the provisions of Article 58-13, paragraph (1) of the New Act, prior laws continue to govern conduct violating any provision of Articles 58-5 through 58-11-2 of the Former Act or conduct listed in the items of Article 58-12 of the Former Act, or conduct involving a failure to follow instructions under the provisions of that Article, in which a commercial purchaser has engaged before the effective date.

30 新法第五十八条の十三の二第一項の規定は、前項に規定する行為に関して業務の停止を命ずる場合については、適用しない。

(30) The provisions of Article 58-13-2, paragraph (1) of the New Act do not apply if a suspension of business is ordered in connection with the conduct prescribed in the preceding paragraph.

第三条 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「第二号新法」という。）第九条の三第五項（第二号新法第二十四条の三第二項、第四十条の三第二項、第四十九条の二第二項及び第五十八条の二第二項におい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前に売買契約若しくは役務提供契約、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基づく債務の履行として給付がされた場合におけるその給付を受けた者の返還の義務については、適用しない。

Article 3 The provisions of Article 9-3, paragraph (5) of the Act on Specified

Commercial Transactions as amended by the provisions of Article 2 (hereinafter referred to as "the New Act 2" in this Article) (including as applied mutatis mutandis pursuant to Article 24-3, paragraph (2), Article 40-3, paragraph (2), Article 49-2, paragraph (2), and Article 58-2, paragraph (2) of the New Act 2) do not apply to the obligation of any person that received, prior to the enforcement of the provisions of Article 1, item (ii) of the Supplementary Provisions, benefits through the fulfillment of obligations pursuant to a sales contract or a service contract, a multilevel marketing contract, a specified continuous service contract or a sales contract for specified rights, or a business opportunity sales contract to return such benefits.

(罰則に関する経過措置)

(Transitional Measures Concerning Penal Provisions)

第四条 附則第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施行日以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 Prior laws continue to govern the applicability of penal provisions to conduct in which a person engages after the effective date if the situation continues to be governed by prior laws pursuant to the provisions of Article 2 of the Supplementary Provisions.

(政令への委任)

(Delegation to Cabinet Order)

第五条 前三条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は、政令で定める。

Article 5 Beyond as provided in the preceding three Articles, any transitional measures necessary for the enforcement of this Act are specified by Cabinet Order.

(検討)

(Review)

第六条 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 6 Once five years have passed after the enforcement of this Act, the government is to review the status of enforcement of the provisions of the Act on Specified Commercial Transactions as amended by this Act, and if it finds it to be necessary, take any necessary measures based on the results of its review.

(割賦販売法の一部改正)

(Partial Amendment of the Installment Sales Act)

第七条 割賦販売法（昭和三十六年法律第百五十九号）の一部を次のように改正する。

第三十五条の三の六十第三項第二号中「第二十六条第五項各号」を「第二十六条第六項各号」に、「同条第六項各号」を「同条第七項各号」に改め、同条第四項第一号中「第二十六条第二項」を「第二十六条第三項」に改め、同項第二号中「第二十六条第三項各号」を「第二十六条第四項各号」に改め、同項第三号中「第二十六条第四項第一号」を「第二十六条第五項第一号」に改める。

Article 7 The Installment Sales Act (Act No. 159 of 1961) is partially amended as follows. In Article 35-3-60, paragraph (3), item (ii), the phrase "items of Article 26, paragraph (5)" is amended to read "items of Article 26, paragraph (6)", and the phrase "items of paragraph (6) of that Article" is amended to read "items of paragraph (7) of that Article". In paragraph (4), item (i) of that Article, the phrase "Article 26, paragraph (2)" is amended to read "Article 26, paragraph (3)". In item (ii) of that paragraph, the phrase "items of Article 26, paragraph (3)" is amended to read "items of Article 26, paragraph (4)". In item (iii) of that paragraph, the phrase "Article 26, paragraph (4), item (i)" is amended to read "Article 26, paragraph (5), item (i)".

(民法の一部を改正する法律の施行に伴う関係法律の整備等に関する法律の一部改正)

(Partial Amendment of the Act on Coordination of Related Acts in Connection with the Coming Into Effect of the Act Partially Amending the Civil Code)

第八条 民法の一部を改正する法律の施行に伴う関係法律の整備等に関する法律の一部を次のように改正する。第九十四条のうち特定商取引に関する法律第十五条の二第一項ただし書の改正規定中「第十五条の二第一項ただし書」を「第十五条の三第一項ただし書」に改める。第九十五条中「第二十四条の二第二項」を「第二十四条の三第二項」に改める。

Article 8 The Act on Coordination of Related Acts in Connection with the Coming Into Effect of the Act Partially Amending the Civil Code is partially amended as follows. In the provisions amending the proviso to Article 15-2, paragraph (1) of the Act on Specified Commercial Transactions in Article 94, the phrase "the proviso to Article 15-2, paragraph (1)" is amended to read "the proviso to Article 15-3, paragraph (1)". In Article 95, the phrase "Article 24-2, paragraph (2)" is amended to read "Article 24-3, paragraph (2)".