

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

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

(平成十三年六月二十九日法律第九十五号)

(Act No. 95 of June 29, 2001)

(目的)

(Purpose)

第一条 この法律は、消費者が行う電子消費者契約の要素に特定の錯誤があった場合及び隔地者間の契約において電子承諾通知を発する場合に関し民法（明治二十九年法律第八十九号）の特例を定めるものとする。

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

(定義)

(Definitions)

第二条 この法律において「電子消費者契約」とは、消費者と事業者との間で電磁的方法により電子計算機の映像面を介して締結される契約であつて、事業者又はその委託を受けた者が当該映像面に表示する手続に従つて消費者がその使用する電子計算機を用いて送信することによつてその申込み又はその承諾の意思表示を行うものをいう。

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

2 この法律において「消費者」とは、個人（事業として又は事業のために契約の当事者となる場合におけるものを除く。）をいい、「事業者」とは、法人その他の団体及び事業として又は事業のために契約の当事者となる場合における個人をいう。

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

organization, or an individual becoming a party to the contract as their business or for their business.

3 この法律において「電磁的方法」とは、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をいう。

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

4 この法律において「電子承諾通知」とは、契約の申込みに対する承諾の通知であつて、電磁的方法のうち契約の申込みに対する承諾をしようとする者が使用する電子計算機等（電子計算機、ファクシミリ装置、テレックス又は電話機をいう。以下同じ。）と当該契約の申込みをした者が使用する電子計算機等とを接続する電気通信回線を通じて送信する方法により行うものをいう。

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

（電子消費者契約に関する民法の特例）

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

第三条 民法第九十五条ただし書の規定は、消費者が行う電子消費者契約の申込み又はその承諾の意思表示について、その電子消費者契約の要素に錯誤があつた場合であつて、当該錯誤が次のいずれかに該当するときは、適用しない。ただし、当該電子消費者契約の相手方である事業者（その委託を受けた者を含む。以下同じ。）が、当該申込み又はその承諾の意思表示に際して、電磁的方法によりその映像面を介して、その消費者の申込み若しくはその承諾の意思表示を行う意思の有無について確認を求める措置を講じた場合又はその消費者から当該事業者に対して当該措置を講ずる必要がない旨の意思の表明があつた場合は、この限りでない。

Article 3 The proviso to Article 95 of the Civil Code does not apply to the cases where there is a mistake regarding any element in an electronic consumer contract in the course of making an offer or accepting the offer for an electronic consumer contract by a consumer, and when that mistake falls under any of the following items; provided, however, that this does not apply to the cases where the business entity that is the counterparty to the relevant electronic consumer contract (including the person entrusted by the business entity, the same applies hereinafter) has taken measures to confirm the consumer's intention to make an offer or to accept the offer by electromagnetic means on the visual browser, or where the consumer manifests expressly their intention

to the business entity that there is no need for the relevant confirmation measures.

一 消費者がその使用する電子計算機を用いて送信した時に当該事業者との間で電子消費者契約の申込み又はその承諾の意思表示を行う意思がなかったとき。

(i) where the consumer did not intend to manifest their intentions to make an offer or to accept the offer for an electronic consumer contract with the relevant business entity at the time when they transmitted such manifestation of intention by using their computer.

二 消費者がその使用する電子計算機を用いて送信した時に当該電子消費者契約の申込み又はその承諾の意思表示と異なる内容の意思表示を行う意思があったとき。

(ii) where the consumer intended to manifest their intention different from the one actually manifested in making an offer or accepting the offer for the relevant electronic consumer contract at the time when they transmitted such manifestation of intention by using their computer.

(電子承諾通知に関する民法の特例)

(Special Provision to the Civil Code Concerning Electronic Acceptance Notice)

第四条 民法第五百二十六条第一項 及び第五百二十七条 の規定は、隔地者間の契約において電子承諾通知を発する場合については、適用しない。

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

附 則

Supplementary Provisions

(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 force as of the day specified by Cabinet Order within a period not exceeding six months from the date of promulgation.

(経過措置)

(Transitional Measures)

2 この法律の施行前にその申込み又はその承諾の意思表示を行った電子消費者契約については、なお従前の例による。

(2) With regard to the electronic consumer contracts for which the intention to offer or to accept was manifested prior to the enforcement of this Act, the provisions then in force remain applicable.

3 この法律の施行前に隔地者間の契約において発した電子承諾通知については、なお

従前の例による。

- (3) With regard to the electronic acceptance notices that were dispatched for a contract made between parties at a distance prior to the enforcement of this Act, the provisions then in force remain applicable.