

Regulation for Enforcement of the Act on Specified Commercial Transactions (Tentative translation)

(Order of the Ministry of International Trade and Industry No. 89 of June 1,
2023)

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

Section 1 Definitions

(Places of Business)

Article 1 The places specified by order of the competent ministry referred to in Article 2, paragraph (1), item (i) of the Act on Specified Commercial Transactions (hereinafter referred to as the "Act") are places prescribed in items (i) through (iv) and (vi), and the places specified in Article 58-4 of the Act are places prescribed in items (i) through (iii), (v), and (vi):

(i) a business office;

(ii) an agency;

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

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

(v) beyond what are set forth in items (i) through (iii), a place similar to a store where types of articles to be purchased are displayed, and articles of that type are purchased, for a specific period;

(vi) a place where a vending machine or any other piece of equipment whereby sales contracts or service contracts are concluded is installed.

(Postal Mail)

Article 2 Methods specified by order of the competent ministry referred to in Article 2, paragraph (2) of the Act are methods prescribed in the following items:

- (i) postal mail or correspondence delivery prescribed in Article 2, paragraph (2) of the Act on Correspondence Delivery by Private Business Operators (Act No. 99 of 2002) handled by a general correspondence delivery service provider prescribed in Article 2, paragraph (6) of that Act or a specified correspondence delivery service provider prescribed in Article 2, paragraph (9) of that Act;
- (ii) a method using a telephone, a facsimile, or other communications equipment, or equipment for data processing;
- (iii) telegraph; or
- (iv) payment made to a deposit or savings account.

(Electronic or Magnetic Means Pertaining to Means of Inducement)

Article 3 The electronic or magnetic means referred to in Article 1, items (i) and (ii), Article 2, items (i) and (ii), and Articles 5 and 19 of the Order for Enforcement of the Act on Specified Commercial Transactions (Cabinet Order No. 295 of 1976; hereinafter referred to as the "Order") is as follows:

- (i) a means transmitting an electronic or magnetic record to a communication terminal for portable use that is used by the counterparty, using a telephone number for transmissions (including the case where the activity is entrusted to another person);
- (ii) a means sending e-mail (including the case where the activity is entrusted to another person); or
- (iii) Beyond what are provided for in the preceding items, a means sending telecommunications (meaning telecommunications prescribed in Article 2, item (i) of the Telecommunications Business Act (Act No. 86 of 1984)) used to communicate information to a specified recipient (including the case where the activity is entrusted to another person).

(Electronic or Magnetic Records)

Article 4 The electronic or magnetic record specified by order of the competent ministry referred to in Article 2, item (i) of the Order means an electronic or magnetic record that is created by using HTML (meaning, in making information made available for transmission (meaning making available for transmission prescribed in Article 2, paragraph (1), item (ix)-5 of the Copyright Act (Act No. 48 of 1970); hereinafter the same applies in this Article) available for inspection with a computer, characters and other symbols and the system for their use that are used as means of creating an electronic or magnetic

record for the purpose of indicating a layout and other manners of the information and enabling a request for transmission of information made available for transmission other than the information in an easy manner and that are accepted as international standards) or any other symbols and the system for their use, that is made available for transmission, and that is to be indicated on the screen of a computer as a page identified by one transmitter identification code (meaning transmitter identification code prescribed in Article 47-5, paragraph (1), item (i) of the same Act) in inspection using the Internet.

Section 2 Door-to-Door Sales

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

Article 5 Particulars specified by order of the competent ministry referred to in Article 4, paragraph (1), item (vi) of the Act are as follows:

- (i) the name, address, and telephone number of the seller or the service provider, and if the seller or the service provider is the juridical person; the name of its representative;
- (ii) the name of the person who offers or concludes the sales contract or the service contract;
- (iii) the date on which the sales contract or the service contract is offered or concluded;
- (iv) the name of the goods and the trademark or the name of the manufacturer of the goods;
- (v) the model number of the goods, if any;
- (vi) quantity of the goods;
- (vii) if there are provisions for the liability of the seller in the case where the delivered goods do not conform to the terms of the contract with respect to the type or quality, the details of the provisions;
- (viii) if there are provisions for cancellation of the contract, the details of the provisions; and
- (ix) beyond what is set forth in the preceding two paragraphs, if there are any special provisions; the details of the special provisions.

Article 6 (1) A document to be delivered pursuant to the provisions of Article 4, paragraph (1) of the Act or Article 5, paragraph (1) or (2) of the Act (hereinafter referred to as the "document" in this Article) must respectively meet the requirements set forth in the lower column of the following table with regard to the particulars prescribed in the upper column of that table.

Matters	Requirements
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(i) matters concerning liability in the case where the delivered goods do not conform to the terms of the contract with respect to the type or quality	None of the provisions exempt the seller from liability for the non-conformity in the case where the delivered goods do not conform to the terms of the contract with respect to the type or quality.
(ii) matters concerning cancellation of the contract	(a) none of the provisions prohibit the purchaser or the service recipient from canceling the contract. (b) none of the provisions are more disadvantageous for the purchaser or the service recipient than those prescribed in the Civil Code (Act No. 89 of 1896) with regard to the obligations of the seller or the service provider in the case the contract is cancelled due to a cause imputable to the seller or the service provider.
(iii) matters concerning other special provisions	No special provisions are prescribed in violation of laws and regulations.

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

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

Article 7 (1) With regard to the information prescribed in Article 4, paragraph (1), item (v) of the Act that is included in the document that is delivered pursuant to the provisions of Article 4, paragraph (1) or Article 5, paragraph (1) or (2), the details prescribed in the lower column of the following table must be respectively included according to the classification prescribed in the upper column of that table, except for the cases prescribed in the following paragraph, and paragraphs (3) and (5).

<p>(i) Matters concerning withdrawal of the offer for or cancellation of a sales contract for goods</p>	<p>(a) the offeror or counterparty (which means the offeror or counterparty referred to in Article 9, paragraph (1) of the Act; hereinafter the same applies in this Article and Article 22) is able to withdraw the offer for or cancel the sales contract for goods in writing or by an electronic or magnetic record for a period until eight days have passed from the date on which the offeror or counterparty received the document referred to in Article 5, paragraph (1) or (2) of the Act (or from the date of receipt of the document referred to in Article 4, paragraph (1) of the Act where the offeror or counterparty has received such document on an earlier date).</p> <p>(b) notwithstanding the matter stated in (a), if the offeror or counterparty had not withdrawn the offer for or cancelled the sales contract for goods due to being misled by the seller's act of misrepresenting information concerning withdrawal of the offer for or cancellation of the sales contract in violation of the provision of Article 6, paragraph (1) of the Act, or due to being disturbed by the seller's act of intimidating the offeror or counterparty in violation of the provision of paragraph (3) of that Article of the Act, the offeror or counterparty must be able to withdraw the offer for or cancel the sales contract in writing or by an electronic or magnetic record for a period until eight days have passed from the date on which the offeror or counterparty received the document referred to in the proviso to Article 9, paragraph (1) of the Act that has been issued by the seller.</p> <p>(c) the withdrawal of the offer for or cancellation of the contract referred to in (a) or (b) takes effect when the offeror or counterparty issues the document or notice using an electronic or magnetic record pertaining to the withdrawal of the offer for or the cancellation of the contract.</p>
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	<p>(d) when there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), the seller may not claim damages or demand payment of a penalty pertaining to the withdrawal of the offer for or cancellation of the contract from the offeror or counterparty.</p> <p>(e) when there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), the seller must bear the costs required for taking back any goods already delivered under the sales contract.</p> <p>(f) when there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), the seller may not claim payment of money equivalent to the interests gained through the use of the goods from the offeror or counterparty even if the goods delivered based on the sales contract have already been used.</p> <p>(g) where there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), if the charge for the goods has already been paid, the seller must promptly return the full amount to the offeror or counterparty.</p>
(ii) Matters concerning withdrawal of the offer for or cancellation of a sales contract for rights	<p>(a) the offeror or counterparty must be able to withdraw the offer for or cancel the sales contract for rights in writing or by an electronic or magnetic record for a period until eight days have passed from the date on which the offeror or counterparty received the document referred to in Article 5, paragraph (1) or (2) of the Act (or from the date of receipt of the document referred to in Article 4, paragraph (1) of the Act where the offeror or counterparty has received such document on an earlier date).</p>

(b) notwithstanding the matter stated in (a), if the offeror or counterparty had not withdrawn the offer for or cancelled the sales contract for rights due to being misled by the seller's act of misrepresenting information concerning withdrawal of the offer for or cancellation of the sales contract in violation of the provision of Article 6, paragraph (1) of the Act, or due to being disturbed by the seller's act of intimidating the offeror or counterparty in violation of the provision of paragraph (3) of that Article of the Act, the offeror or counterparty must be able to withdraw the offer for or cancel the sales contract in writing or by an electronic or magnetic record for a period until eight days have passed from the date on which the offeror or counterparty received the document referred to in the proviso to Article 9, paragraph (1) of the Act that has been issued by the seller.

(c) the withdrawal of the offer for or cancellation of the contract referred to in (a) or (b) must take effect when the offeror or counterparty issues the document or notice using an electronic or magnetic record pertaining to the withdrawal of the offer for or the cancellation of the contract.

(d) when there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), the seller may not claim damages or demand payment of a penalty pertaining to the withdrawal of the offer for or cancellation of the contract from the offeror or counterparty.

(e) when there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), the seller must bear the costs required for returning any rights already transferred under the sales contract.

	<p>(f) when there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), the seller may not claim payment of money equivalent to the interests gained through the exercise of the rights from the offeror or counterparty even if facilities have already been used or services have already been provided through exercise of the rights.</p> <p>(g) where there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), if the existing state of the offeror's or counterparty's land, building, or other structure has been changed due to provision of the services pertaining to the rights, the offeror or counterparty may demand that the seller takes necessary measures for returning it to the original state without charge.</p> <p>(h) where there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), if the charge for the rights has already been paid, the seller must promptly return the full amount to the offeror or counterparty.</p>
(iii) Matters concerning withdrawal of offer for or cancellation of a service contract	<p>(a) the offeror or counterparty must be able to withdraw the offer for or cancel the service contract in writing or by an electronic or magnetic record for a period until eight days have passed from the date on which the offeror or counterparty received the document referred to in Article 5, paragraph (1) or (2) of the Act (or from the date of receipt of the document referred to in Article 4, paragraph (1) of the Act where the offeror or counterparty has received the document on an earlier date).</p>

(b) notwithstanding the matter stated in (a), if the offeror or counterparty had not withdrawn the offer for or canceled the service contract due to being misled by the service provider's act of misrepresenting information concerning withdrawal of the offer for or cancellation of the service contract in violation of the provision of Article 6, paragraph (1) of the Act, or due to being disturbed by the service provider's act of intimidating the offeror or counterparty in violation of the provision of paragraph (3) of that Article of the Act, the offeror or counterparty must be able to withdraw the offer for or cancel the service contract in writing or by an electronic or magnetic record for a period until eight days have passed from the date on which the offeror or counterparty received the document referred to in the proviso to Article 9, paragraph (1) of the Act that has been issued by the service provider.

(c) the withdrawal of the offer for or cancellation of the contract referred to in (a) or (b) must take effect when the offeror or counterparty issues the document or electronic or magnetic record pertaining to the withdrawal of the offer for or the cancellation of the contract.

(d) when there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), the service provider may not claim damages or demand payment of a penalty pertaining to the withdrawal of the offer for or cancellation of the contract from the offeror or counterparty.

(e) when there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), the service provider may not claim payment of the consideration for the services pertaining to the service contract or any other money from the offeror or counterparty even if services have already been provided based on the service contract.

	<p>(f) where there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), if the service provider has already received money in relation to the service contract, it must promptly return the full amount to the offeror or counterparty.</p> <p>(g) where there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), if the existing state of the offeror's or counterparty's land, building, or other structure has been changed due to provision of the services pertaining to the service contract, the offeror or counterparty may demand that the service provider takes necessary measures for returning it to the original state without charge.</p>
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(2) If goods or provision of services pertaining to the sales contract or the service contract falls under the goods or provision of services specified by Cabinet Order referred to in Article 26, paragraph (4), item (1) of the Act, and the offeror or counterparty may not withdraw the offer for the sales contract or the service contract, or cancel the sales contract or the service contract, the details prescribed in the following respective items must be included in the document referred to in the preceding paragraph:

- (i) the name of the goods or the services and other information that can identify the goods or the services; and
- (ii) the fact that the offer for the contract for the goods or the services may not be withdrawn or the contract for the goods or the services may not be cancelled.

(3) If provision of services pertaining to the service contract falls under the provision of services specified by Cabinet Order referred to in Article 26, paragraph (4), item (ii) of the Act, and the offeror or counterparty may not withdraw the offer for the service contract or cancel the service contract, the document referred to in paragraph (1) must include the details prescribed in the following items:

- (i) the name of the services and other information that can identify the services; and
- (ii) the fact that the offer for the contract for the services may not be withdrawn or the contract for the services may not be cancelled.

(4) If goods pertaining to the sales contract fall under the goods specified by

Cabinet Order referred to in Article 26, paragraph (5), item (i) of the Act, and the offeror or counterparty may not withdraw the offer for the sales contract or cancel the sales contract in the case where the goods have been used or consumed in whole or in part, the document referred to in paragraph (1) must include the details set forth in the following items, in addition to the details set forth in the lower columns of item (i) of the table of the same paragraph:

- (i) the name of the goods and other information that can identify the goods; and
- (ii) the fact that the offer for the contract may not be withdrawn or the contract may not be cancelled if the goods have been used or consumed in whole or in part (except the case where the seller has caused the offeror or counterparty to use the goods or consume the goods in whole or in part).

(5) In the case prescribed in Article 5, paragraph (2) of the Act, if the total amount of goods or specified rights pertaining to the sales contract or the total amount of services pertaining to the service contract is less than the amount specified by Cabinet Order referred to in Article 26, paragraph (5), item (iii) of the Act, when the offer for the sales contract or the service contract may not be withdrawn or the sales contract or the service contract may not be cancelled, the document referred to in paragraph (1) must include the statement that the offeror or counterparty may not withdraw the offer for or cancel the sales contract or the service contract.

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

(Electronic or Magnetic Means for Delivery of a Document That Must Be

Delivered Pursuant to the Provisions of Article 4, Paragraph (1) of the Act)

Article 8 (1) The means specified by order of the competent ministry referred to in Article 4, paragraph (2) of the Act is as follows:

- (i) a means that uses an electronic data processing system (meaning an electronic data processing system that connects a computer used by a seller or a service provider and a computer used by a person who made an offer via a telecommunications line; the same applies in Article 11) and that is set forth in (a) or (b) below:

- (a) a means sending information via a telecommunications line connecting a computer used by a seller or a service provider and a computer used by a person who made an offer, and recording it in a file stored on the computer used by the person who made an offer; or

- (b) a means making information that should be described in a document and that has been recorded in a file stored on a computer used by a seller or a service provider available via a telecommunications line for inspection by a person who made an offer, and recording the information in a file stored on a computer used by the person who made an offer; or

- (ii) a means delivering a file prepared by using an electronic or magnetic recording medium (meaning a recording medium for a record that is created in an electronic form, magnetic form, or any other form that cannot be perceived by the human senses and that is to be made available for information processing with a computer; hereinafter the same applies) in which information that should be described in a document is recorded.
- (2) The means set forth in the preceding paragraph must conform to the following requirements:
 - (i) the means enables a person who made an offer to prepare a document by outputting what has been recorded in a file;
 - (ii) measures are taken to confirm that there is no alteration in information that should be described in a document and that has been recorded in a file; and
 - (iii) in the case of the means set forth in item (1)(b) of the preceding paragraph, the means informs a person who made an offer that information that should be described in a document and that has been recorded in a file will be or has been recorded in a file stored on a computer used by a seller or a service provider.
- (3) If, in place of delivery of a document under Article 4, paragraph (1) of the Act, a seller or a service provider provides information that should be described in the document by using the means set forth in paragraph (1), the seller or the service provider must indicate the information in a manner that enables a person who made an offer to read the information clearly.

(Type and Details of Electronic or Magnetic Means for Delivery of a Document That Must Be Delivered Pursuant to the Provisions of Article 4, Paragraph (1) of the Act)

Article 9 The type and details of an electronic or magnetic means that is to be indicated pursuant to the provisions of Article 4, paragraph (1) of the Order are as follows:

- (i) a means set forth in paragraph (1) of the preceding Article that is used by a seller or a service provider; and
- (ii) the format for recording information into a file.

(Explanation and Confirmation in Obtaining the Consent Under Article 4, Paragraph (2) of the Act)

Article 10 (1) When indicating the information set forth in the preceding Article, a seller or a service provider must explain the following matters to a person who made an offer:

- (i) that unless a person who made an offer gives the consent under Article 4, paragraph (2) of the Act after receiving the explanation referred to in this

- paragraph and the confirmation referred to in paragraph (3), the document referred to in paragraph (1) of the same Article will be delivered;
- (ii) that information provided by an electronic or magnetic means under Article 4, paragraph (2) of the Act is the information that should be described in the document referred to in paragraph (1) of the same Article and is important for a person who made an offer;
 - (iii) in the case where the information that should be described in the document referred to in Article 4, paragraph (1) of the Act is provided by an electronic or magnetic means (limited to those set forth in Article 8, paragraph (1), item (i)) under Article 4, paragraph (2) of the Act, that the information will be deemed to have arrived at a person who made an offer at the time when the information is recoded in a file stored on a computer used by the person who made an offer and that when eight days have passed from the day of recording, the person who made an offer will no longer be able to withdraw the offer for or cancel the contract under Article 9, paragraph (1) of the Act; and
 - (iv) that only if a person who made an offer uses on a daily basis a computer that is necessary for inspection of information to be provided by an electronic or magnetic means under Article 4, paragraph (2) of the Act (limited to a computer for which the figure obtained by dividing the figure of the maximum diameter of the screen expressed in the unit of centimeter by 2.54 and rounding off the decimal points to the nearest whole number is five or above; hereinafter the same applies in this Article) and can perform operations of the computer by oneself to receive the provision of information (meaning operations until the completion of the provision of information; the same applies in paragraph (3), item (i)), the person who made an offer may receive provision of information by an electronic or magnetic means under Article 4, paragraph (2) of the Act.
- (2) When giving the explanation referred to in the preceding paragraph, a seller or a service provider must use simple and easy expressions so that a person who made an offer can understand it.
- (3) After giving the explanation referred to paragraph (1), a seller or a service provider must confirm the following matters:
- (i) a person who made an offer can perform by oneself operations necessary for inspection of information to be provided through transmissions of e-mail or by any other electronic or magnetic means under Article 4, paragraph (2) of the Act and uses on a daily basis a computer and an e-mail address (limited to the case where the information is provided via e-mail) that are necessary for the inspection;
 - (ii) a person who made an offer ensures cybersecurity (meaning cybersecurity prescribed in Article 2 of the Basic Act on Cybersecurity (Act No. 104 of

- 2014); hereinafter the same applies) for a computer that is necessary for inspection; and
- (iii) Whether or not a person who made an offer wishes to have information to be provided by using an electronic or magnetic means under Article 4, paragraph (2) of the Act be sent via e-mail to a person designated by the person who made an offer in advance; and if the person who made an offer so wishes, an e-mail address of the designated person.
 - (4) When conducting the confirmation referred to in the preceding paragraph, a seller or a service provider must use a means in which a person who made an offer operates by oneself a computer used by the person on a daily basis and use a webpage, etc. prescribed in Article 2, item (i) of the Order of the seller or the service provider.
 - (5) A seller or a service provider is to obtain the consent under Article 4, paragraph (2) of the Act by having a person who made an offer enter the name of the person and a statement to the effect that the person understood the content of the explanation referred to in paragraph (1), into the document, etc. referred to in Article 4, paragraph (1) of the Order. In this case, the seller or the service provider must not use a means entering symbols or any other means that cannot clarify the recognition of the person who made an offer on the consent.
 - (6) If a person who made an offer demands sending of e-mail pursuant to the provisions of paragraph (3), item (iii), a seller or a service provider must send e-mail to a person designated by the person who made an offer in advance at the same time as provision of information by an electronic or magnetic means under Article 4, paragraph (2) of the Act.
 - (7) If a seller or a service provider has obtained the consent under Article 4, paragraph (2) of the Act after conducting the explanation referred to in paragraph (1) and the confirmation referred to in paragraph (3), the seller or the service provider must deliver a document evidencing that the consent has been obtained (and if the consent has been obtained by using a document, including a copy of the document) to a person who made an offer by the time of provision of information by an electronic or magnetic means under Article 4, paragraph (2) of the Act.

(Obtaining Consent Using Information and Communications Technology for Delivery of a Document That Must Be Delivered Pursuant to the Provisions of Article 4, Paragraph (1) of the Act)

Article 11 (1) The means specified by order of the competent ministry referred to in Article 4, paragraph (1) of the Order is as follows:

- (i) a means that uses an electronic data processing system and that is set forth in (a) or (b) below:

- (a) a means sending a statement to the effect that a person who made an offer gives the consent referred to in Article 4, paragraph (1) of the Order or the refusal referred to in paragraph (2) of the same Article (hereinafter referred to as the "consent, etc." in this paragraph) from a computer used by the person who made an offer to a computer used by a seller or a service provider via a telecommunications line, and recording the statement in a file stored on the computer used by the seller or the service provider; or
 - (b) a means making the type and details of the electronic or magnetic means set forth in Article 9 that have been recorded in a file stored on a computer used by a seller or a service provider available via a telecommunications line for inspection by a person who made an offer, and recording a statement to the effect that the consent, etc. is given, in a file stored on the computer; or
 - (ii) a means delivering a file prepared by using an electronic or magnetic recording medium in which a statement to the effect that the consent, etc. is given has been recorded.
- (2) The means set forth in the preceding paragraph must be a means that enables a seller or a service provider to prepare a document by outputting what has been recorded in the file.

(Confirmation Under Article 4, Paragraph (3) of the Order)

Article 12 The confirmation under Article 4, paragraph (3) of the Order is to be conducted by confirming that the information has been recorded in a file stored on a computer used by a person who made an offer, and that the information is in a state that enables inspection by the person who made an offer, by telephone, a means that uses an electronic data processing system or any other means.

(Means Specified by Order of the Competent Ministry Referred to in Article 4, Paragraph (3) of the Act)

Article 13 The means specified by order of the competent ministry referred to in Article 4, paragraph (3) of the Act is to be the means set forth in Article 8, paragraph (1), item (ii).

(Information to Be Specified in Documents Delivered at the Time of Concluding Contracts in Door-to-Door Sales)

Article 14 The information specified by order of the competent ministry referred to in Article 5, paragraph (2) of the Act is as follows:

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

- (ii) the name of a person who was in charge of the conclusion of the sales contract or the service contract;
- (iii) the date on which the sales contract or the service contract was concluded;
- (iv) the name of the goods, and the trademark or the name of the manufacturer of the goods;
- (v) the model number of the goods, if any;
- (vi) quantity of the goods;
- (vii) if there are provisions for liability of the seller in the case where the delivered goods do not conform to the terms of the contract with respect to the type or quality, the details of the provisions;
- (viii) if there are provisions for cancellation of the contract, the details of the provisions; and
- (ix) beyond what are set forth in the preceding two items, if there are any special provisions, the details of the special provisions.

(Application, Mutatis Mutandis of Provisions Pertaining to Article 4, Paragraphs (2) and (3) of the Act, as Applied Mutatis Mutandis Pursuant to Article 5, Paragraph (3) of the Act)

Article 15 The provisions of Articles 8 through 13 apply mutatis mutandis to the case where the provisions of Article 4, paragraphs (2) and (3) of the Act applies mutatis mutandis pursuant to Article 5, paragraph (3) of the Act. In this case, the terms "paragraph (1) of the same Article" and "Article 4, paragraph (1) of the Act" are deemed to be replaced with "Article 5, paragraph (1) or (2) of the Act," and the term "a person who made an offer" is deemed to be replaced with "a purchaser or a service recipient."

(Important matters in Door-to-Door Sales)

Article 16 Particulars specified by order of the competent ministry referred to in Article 6, paragraph (1), item (i) of the Act are particulars prescribed in the following items:

- (i) the efficacy of the goods;
- (ii) the trademark or the name of the manufacturer of the goods;
- (iii) quantity of goods sold;
- (iv) quantity of goods required; and
- (v) the effects of the services pertaining to the services or rights.

(Acts That Are Found to Be Inappropriate in Light of the Customer's Financial Status)

Article 17 The acts specified by order of the competent ministry referred to in Article 7, paragraph (1), item (iv) of the Act are to be those set forth in the following items:

- (i) Soliciting a customer to conclude a sales contract or service contract pertaining to a door-to-door sale, without reasonable grounds, knowing that performance of its obligations under the sales contract or the service contract would cause the quantity of any of the customer's goods or specified rights (limited to those set forth in Article 2, paragraph (4), item (i) of the Act; hereinafter the same applies in this item and the following item) of the same kind as the goods or specified rights under the sales contract to considerably exceed what would normally be required in the customer's daily life, or that performance of those obligations would cause the frequency, period, or quantity of any services with which the customer was being provided of the same kind as the services under the service contract to considerably exceed what would normally be required in the customer's daily life; and
- (ii) Soliciting a customer to conclude a sales contract or service contract pertaining to a door-to-door sale, without reasonable grounds, knowing that the quantity of any of the customer's goods or specified rights of the same kind as the goods or specified rights under the sales contract has already considerably exceeded what would normally be required in the customer's daily life, or that the frequency, period, or quantity of services with which the customer was being provided of the same kind as the services under the service contract has already considerably exceeded what would normally be required in the customer's daily life.

(Prohibited Acts in Door-to-Door Sales)

Article 18 Acts specified by order of the competent ministry referred to in Article 7, paragraph (1), item (v) of the Act are as follows:

- (i) an act of soliciting a sales contract or a service contract pertaining to door-to-door sales in ways that make a person feel annoyed or an act of preventing a person from withdrawing the offer for the sales contract or the service contract or cancelling the sales contract or service contract pertaining to door-to-door sales in ways that make the person feel annoyed;
- (ii) an act of having a young person, elderly person or any other person to conclude a sales contract or a service contract pertaining to door-to-door sales, by taking advantage of the impaired judgment of the person;
- (iii) an act of soliciting a contract that is deemed inappropriate in light of the customer's knowledge, experience, and asset situation (excluding those prescribed in Article 7, paragraph (1), item (iv) of the Act);
- (iv) an act of having a person provide false information concerning age, occupation, or other information in a document pertaining to the contract, when concluding a sales contract or a service contract pertaining to door-to-door sales;
- (v) an act of having a purchaser or service recipient (hereinafter referred to as

- a "purchaser, etc." in this item) sign or seal the following document which contain the consent of a purchaser, etc. to be the insured person of a life insurance contract or mutual aid life insurance contract (hereinafter referred to as "life insurance contract, etc.") in concluding a sales contract or a service contract pertaining to door-to-door sales (except those which states the particulars concerning the consent to the relevant life insurance contract, etc. are indicated in red letters larger than those with a font size of 8 points specified in the Japanese Industrial Standard Z 8305 within the red frame and also a sign and seal column concerning the life insurance contract, etc. is prepared separately from a sign or seal column for the sales contract or a service contract pertaining to door-to-door sales);
- (a) the document to be delivered pursuant to the provisions of Article 4, paragraph (1) of the Act, or Article 5, paragraph (1) or (2) of the Act
 - (b) the document stating that a purchaser, etc. pays for the cost equivalent to the cost of the goods or rights pertaining to the sales contract or borrows money to pay for the cost in whole or in part on the condition that the third party pays for the costs of the goods or services pertaining to the sales contract provided by the seller or the service provider or the price for the services pertaining to the service contract (hereinafter referred to as "cost, etc.")
- (vi) conducting any of the following acts for the purpose of having a counterparty to a sales contract or service contract pertaining to a door-to-door sale perform obligations under the contract:
- (a) an act of having the counterparty to a sales contract or service contract pertaining to a door-to-door sale make false statements on matters related to the counterparty's annual income, deposits and savings or loan status or any other ability to pay;
 - (b) an act of taking the counterparty to a sales contract or service contract pertaining to a door-to-door sale to a money lender's business office, bank branch or any other place similar thereto, against the counterparty's will; or
 - (c) an act of soliciting the counterparty to a sales contract or service contract pertaining to a door-to-door sale, in a way that makes the counterparty feel annoyed, for the purpose of having the counterparty conclude the contract stipulating the receipt of monies subject to the intermediation of individual credit purchases prescribed in Article 35-3-3, paragraph (1) of the Installment Sales Act (Act No. 159 of 1961) or a contract for a money loan, or withdraw deposits and savings;
- (vii) an act of standing in the way of a customer or following around a customer on a road or at other public places in order to solicit a sales contract or a service contract pertaining to door-to-door sales;

- (viii) having the purchaser use or consume the goods in whole or in part, in order to prevent cancellation of a sales contract for goods specified by Cabinet Order referred to in Article 26, paragraph (5), item (i) of the Act, when concluding the sales contract; or
- (ix) conducting any of the following acts in providing information that should be described in a document to be delivered pursuant to the provisions of Article 4, paragraph (1) (or in the case of application, *mutatis mutandis* pursuant to Article 5, paragraph (3) of the Act, a document to be delivered pursuant to the provisions of paragraph (1) or (2) of the same Article), by an electronic or magnetic means pursuant to the provisions of Article 4, paragraph (2) of the Act (including as applied *mutatis mutandis* pursuant to Article 5, paragraph (3) of the Act):
 - (a) an act of proceeding with procedures for provision of information by an electronic or magnetic means, for a customer, or a purchaser or service recipient who has expressed the intension not to receive provision of information by an electronic or magnetic means;
 - (b) an act of misrepresenting information that would affect the decision of a customer, or a purchaser or service recipient (excluding the acts prescribed in Article 6, paragraph (1) of the Act);
 - (c) an act of using intimidation to overwhelm a person (excluding the acts prescribed in Article 6, paragraph (3) of the Act);
 - (d) an act of giving an economic advantage;
 - (e) an act of collecting an expense or otherwise giving an economic disadvantage in connection with delivery of a document under Article 4, paragraph (1) of the Act, or Article 5, paragraph (1) or (2) of the Act (excluding the act set forth in (d));
 - (f) an act of having an undue influence on a customer, or a purchaser or service recipient by deception or other wrongful means in conducting the confirmation referred to in Article 10, paragraph (3);
 - (g) an act of providing information by an electronic or magnetic means to a customer, or a purchaser or service recipient without conducting the confirmation referred to in Article 10, paragraph (3) or to a customer, or a purchaser or service recipient for whom the confirmation cannot be conducted;
 - (h) an act of acting for a customer, or a purchaser or service recipient to give consent or receive information to be provided by an electronic or magnetic means, by deception or other wrongful means; or
 - (i) beyond what are set forth in (a) through (h) above, an act of having a customer, or a purchaser or service recipient to give consent or receive information to be provided by an electronic or magnetic means against the person's will.

(Person Who Is Equivalent to a Person Supervising the Business Operations)

Article 19 The person specified by order of the competent ministry referred to in Article 6, item (i) or (ii) of the Order is to be a person who is in a position to regularly take on duties of the person supervising the business operations prescribed in those items or any other person who takes on those duties to a substantial extent, irrespective of being a department manager, assistant manager, section chief or having any other title.

(Corporation Specified by Order of the Competent Ministry Referred to in Article 7 of the Order)

Article 20 (1) The corporation specified by order of the competent ministry as the relevant other corporation referred to in Article 7 of the Order is as follows:

- (i) If a seller or service provider is an individual, the following corporation:
 - (a) a corporation for which the seller or service provider, or its employee (meaning the employee referred to in Article 7 of the Order; hereinafter the same applies in this paragraph) is an officer having the authority as representative;
 - (b) a company or any other corporation (including those equivalent thereto in a foreign state; hereinafter referred to as a "company, etc." in this Article) for which the seller or service provider, or its employee holds voting rights that constitute not less than 20 percent but not more than 50 percent of the voting rights held by all the shareholders (excluding shareholders who may not vote on all matters that may be resolved at shareholders meetings; hereinafter the same applies in this paragraph) or all the members; or
 - (c) a company, etc. for which the seller or service provider, or its employee holds voting rights exceeding 50 percent of the voting rights held by all the shareholders or all the members (including subsidiary companies, etc. and affiliated companies, etc. of the company, etc.);
- (ii) If a seller of service provider is a corporation, the following corporation:
 - (a) a subsidiary company, etc. of the seller or service provider, a parent company, etc. having the seller or service provider as its subsidiary company, etc., a subsidiary company, etc. of a parent company, etc. having the seller or service provider as its subsidiary company, etc. (excluding the seller or service provider, a subsidiary company, etc. of the seller or service provider, and a parent company, etc. having the seller or service provider as its subsidiary company, etc.), and an affiliated company, etc. of the seller or service provider;
 - (b) a corporation for which an officer (meaning the officer referred to in Article 7 of the Order; the same applies in (c) and (d) below) or employee of the seller or service provider is an officer having the authority as

- representative;
- (c) a company, etc. for which an officer or employee of the seller or service provider holds voting rights that constitute not less than 20 percent but not more than 50 percent of the voting rights held by all the shareholders or all the members; or
 - (d) a company, etc. for which an officer or employee of the seller or service provider holds voting rights exceeding 50 percent of the voting rights held by all the shareholders or all the members (including subsidiary companies, etc. and affiliated companies, etc. of the company, etc.); or
- (iii) beyond what are set forth in the preceding two items, a corporation that conducts part of business activities of a seller or a service provider or conducts business related to the business activities and for which the seller or the service provider has control over decisions on financial and operational or business policies of the corporation or is able to exert a significant influence on decisions on those policies due to the relationship in terms of equity, personnel affairs, funds, technology, transactions, etc.
- (2) The term "parent company, etc." prescribed in item (ii)(a) of the preceding paragraph means any of the following companies, etc. that are set forth as a company, etc. having control over the organ that makes decisions on financial and operational or business policies of another company, etc. (meaning the shareholders meeting or any other organ equivalent thereto; hereinafter referred to as the "decision-making body" in this paragraph) (excluding a company, etc. that is found to clearly have no control over the decision-making body of another company, etc. in view of their financial, or operational or business relationship), and the term "subsidiary company, etc." prescribed in the preceding paragraph and the following paragraph means another company, etc. whose decision-making body is controlled by its parent company, etc. In this case, if a parent company, etc. and a subsidiary company, etc. have, or a subsidiary company, etc. has, control over the decision-making body of another company, etc., the relevant other company, etc. is deemed as a subsidiary company, etc. of the parent company, etc.:
- (i) a company, etc. that holds, on its own account, a majority of the voting rights in another company, etc. (excluding another company, etc. that has been subject to an order commencing bankruptcy proceedings, order commencing rehabilitation proceedings, or order commencing reorganization proceedings or any other company, etc. equivalent thereto for which it is found that no effective controlling interest exists; hereinafter the same applies in this paragraph);
 - (ii) a company, etc. that holds, on its own account, not less than 40 percent but not more than 50 percent of the voting rights in another company, etc., and that falls under any of the following requirements:

- (a) that the voting rights held by the company, etc. on its own account, and the voting rights held by any person who is found to exercise the voting rights in concert with the intention of the company, etc. due to a close relationship with the company, etc. in terms of equity, personnel affairs, funds, technology, transactions, etc. and by any person who has consented to exercising the voting rights in concert with the intention of the company, etc. constitute a majority of the voting rights in the relevant other company, etc.;
 - (b) that persons who are officers (meaning directors, executive officers, accounting advisors (if the accounting advisor is a corporation, including its member who is to perform the relevant duties), auditors, or persons holding a position similar thereto; hereinafter the same applies), members executing business or employees of the company, etc., or persons who have formerly been in those positions and who are able to exert an influence on decisions on financial and operational or business policies of the relevant other company, etc. from the standpoint of the company, etc. constitute a majority of the members of the board of directors or any other organ equivalent thereto of the relevant other company, etc.;
 - (c) that there exists a contract, etc. concluded between the company, etc. and the relevant other company, etc. that provides for control over significant decisions on financial and operational or business policies of the relevant other company, etc.;
 - (d) that the company, etc. has financed (including guarantee of an obligation and provision of a collateral; hereinafter the same applies) more than half of the total amount of funds procured by the relevant other company, etc. (limited to the amount inserted into the liability section of the balance sheet; hereinafter the same applies) (including the case where the amount financed by the company, etc., and the amount financed by a person with a close relationship with the company, etc. in terms of equity, personnel affairs, funds, technology, transactions, etc. constitute more than half of the total amount of the funds procured); or
 - (e) that there exists any other fact implying that the company, etc. has control over the decision-making body of the relevant other company, etc.;
- or
- (iii) if the voting rights held by a company, etc. on its own account, and the voting rights held by any person who is found to exercise the voting rights in concert with the intention of the company, etc. due to a close relationship with the company, etc. in terms of equity, personnel affairs, funds, technology, transactions, etc. and by any person who has consented to exercising the voting rights in concert with the intention of the company, etc. constitute a majority of the voting rights in another company, etc. (including

the case where the company, etc. does not hold the voting rights on its own account), the company, etc. that falls under any of the requirements set forth in (b) through (e) of the preceding item.

(3) The term "affiliated company, etc." prescribed in paragraph (1) means any of the following other companies, etc. that are set forth as another company, etc. (excluding subsidiary companies, etc.) for which a company, etc. (including subsidiary companies, etc. of the company, etc.) is able to exert a significant influence on decisions on financial and operational or business policies through investment, assumption of the office of a director or any other equivalent position by a person who is or has been an officer or employee of the company, etc., financing, guarantee of an obligation, provision of a collateral, provision of technology, or operational or business transactions, etc.; provided, however, that this does not apply if it is clearly found that a company, etc. (including subsidiary companies, etc. of the company, etc.) is unable to exert any significant influence on decisions on financial and operational or business policies of another company, etc. other than a subsidiary company, etc., in view of their financial, or operational or business relationship:

(i) if a company, etc. (including subsidiary companies, etc. of the company, etc.) holds, on its own account, 20 percent or more of the voting rights in another company, etc. other than a subsidiary company, etc. (excluding another company, etc. other than a subsidiary company, etc. that has been subject to an order commencing bankruptcy proceedings, order commencing rehabilitation proceedings, or order commencing reorganization proceedings or any other company, etc. other than a subsidiary company, etc. equivalent thereto for which it is found that the company, etc. is unable to exert any significant influence on decisions on financial and operational or business policies of the relevant other company, etc. other than a subsidiary company, etc.; hereinafter the same applied in this paragraph), the relevant other company, etc. other than a subsidiary company, etc.;

(ii) if a company, etc. (including subsidiary companies, etc. of the company, etc.) holds, on its own account, not less than 15 percent but not more than 20 percent of the voting rights in another company, etc. other than a subsidiary company, etc., the relevant other company, etc. other than a subsidiary company, etc. that falls under any of the following requirements:

(a) that a person who is an officer, member executing business, or employee of the company, etc., or a person who has formerly been in any of those positions and who is able to exert an influence on decisions on financial and operational or business policies of the relevant other company, etc. other than a subsidiary company, etc. from the standpoint of the company, etc. assumes the office of a representative director, director or any other position equivalent thereto of the relevant other company, etc. other than a

- subsidiary company, etc.;
- (b) that significant financing has been granted by the company, etc.;
- (c) that significant technology has been provided by the company, etc.
- (d) that there are significant operational or business transactions with the company, etc.; or
- (e) that there exists any other fact implying that the company, etc. is able to exert a significant influence on decisions on financial and operational or business policies of the relevant other company, etc. other than a subsidiary company, etc.; or
- (iii) if the voting rights held by a company, etc. (including subsidiary companies, etc. of the company, etc.) on its own account, and the voting rights held by any person who is found to exercise the voting rights in concert with the intention of the company, etc. due to a close relationship with the company, etc. in terms of equity, personnel affairs, funds, technology, transactions, etc. and by any person who has consented to exercising the voting rights in concert with the intention of the company, etc. constitute 20 percent or more of the voting rights in another company, etc. other than a subsidiary company, etc. (including the case where the company, etc. does not hold the voting rights on its own account), the relevant other company, etc. other than a subsidiary company, etc. that falls under any of the requirements set forth in (a) through (e) of the preceding item.

(Person Specified by Order of the Competent Ministry Referred to in Article 8-2, Paragraph (1) of the Act)

Article 21 The person specified by order of the competent ministry referred to in Article 8-2, paragraph (1) of the Act is to be a person who plays the leading role in performing the business activities that have become subject to an order for suspension pursuant to the provisions of the first sentence of Article 8, paragraph (1) of the Act.

(Delivery of a Document after Withdrawal of Offer for Contract is Prevented)

Article 22 (1) The document referred to in the proviso to Article 9, paragraph (1) of the Act must provide the following information:

- (i) the selling price of the goods or rights or the price for the services;
- (ii) the fact that the offeror or counterparty may withdraw the offer for the sales contract or service contract or cancel the sales contract or the service contract in writing or by an electronic or magnetic record within eight days from the date on which the relevant document is received, pursuant to the provisions of the proviso to Article 9, paragraph (1) of the Act;
- (iii) particulars concerning the provisions of Article 9, paragraphs (2) through (7) of the Act;

- (iv) the fact that if the offer for the sales contract is withdrawn, or the sales contract is canceled, and the charges for the goods or rights have been paid, the seller will promptly return the total amount of those charges to the offeror or counterparty;
 - (v) the name, address, and telephone number of the seller or the service provider, and if the seller or the service provider is the juridical person; the name of its representative;
 - (vi) the name of the person who offers or concludes the sales contract or the service contract;
 - (vii) the date on which the sales contract or the service contract is offered or concluded;
 - (viii) the name of the goods and the trademark or the name of the manufacturer of the goods;
 - (ix) the model number or type of goods (in the case of rights or services, the type of the rights or services); and
 - (x) quantity of the goods.
- (2) The document must use letters and numbers larger than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.
- (3) When providing the information in the document, the details prescribed in paragraph (1), items (ii) through (iv) must be provided in red letters within the red frame.
- (4) The document to be delivered pursuant to the provisions of preceding three paragraphs must be provided in accordance with Form 1.
- (5) When a seller or a service provider delivers the document referred to in the proviso to Article 9, paragraph (1) of the Act to the offeror or counterparty, they must immediately inform the offeror or counterparty of the details prescribed in paragraph (1), items (ii) through (iv) after confirming that the offeror or counterparty has read through the relevant document.

Section 3 Mail Order Sales

(Advertisements for Mail Order Sales)

Article 23 Particulars specified by order of the competent ministry referred to in Article 11, item (vi) of the Act are as follows:

- (i) the name, address, and telephone number of the seller or the service provider;
- (ii) if the seller or the service provider is the juridical person that advertises by using an electronic data processing system; the name of the representative of the seller or the service provider or the person responsible for the sales concerning mail order sales;
- (iii) if the seller or the service provider is a foreign corporation or an individual

- domiciled in a foreign state and has its business office, place of business or any other place equivalent thereto (hereinafter referred to as an "office, etc." in this item, Article 71, item (iii), and Article 112, item (iii)) in Japan; the location and telephone number of the office, etc.;
- (iv) if there is any money that must be borne by the purchaser or the service recipient other than the money specified in Article 11, item (i) of the Act; the details and the amount;
 - (v) if there are provisions for the liability of the seller in the case where the delivered goods do not conform to the terms of the contract with respect to the type or quality; the details of these provisions;
 - (vi) when selling products in which programs (meaning a command to a computer program that are combined to obtain a single result; the same applies hereinafter) are recorded by using electromagnetic or optical means, or when offering services to users to enable them to view or listen to movies, dramas, musical performances, sports, photographs, or paintings, sculptures or other fine arts and crafts or offering the services to enable the users to view those by using a computer, or when offering services to record or allow the users to record programs in computer files; the computer specifications, performance, and other requirements necessary for using the relevant goods or services;
 - (vii) if the sales contract for goods or specified rights, or the service contract needs to be concluded continuously twice or more; a statement to that effect, and the amount, the term of contract and other conditions for selling or provision;
 - (viii) beyond what are set forth in the preceding four items, if there are restrictions on the quantity of goods sold or other special conditions to sell goods or specified rights or conditions to provide services; the restrictions or the conditions;
 - (ix) when the information to be provided in the advertisements are partially omitted, and if the person who requests the document or electronic or magnetic record referred to in the proviso to Article 11 of the Act must pay money pertaining to the document or electronic or magnetic record; the amount of money; and
 - (x) when e-mail that advertises mail order sales (meaning e-mail that advertises mail order sales referred to in Article 12-3, paragraph (1), item (i) of the Act; hereinafter the same applies) is sent; e-mail address of the seller or the service provider.

Article 24 When advertising the conditions to sell goods or specified rights or conditions to provide services in the case those are sold through mail order pursuant to the provisions of the main clause of Article 11 of the Act, this must

be indicated as prescribed below:

- (i) when indicating the shipment charge for the goods, the amount of the shipping charge must be indicated;
- (ii) the delivery date of the goods, the transfer date of the rights, or the length of the services must be indicated, specifying the length of the relevant contract or the relevant deadline; and
- (iii) Information related to withdrawal of an offer for, or cancellation of, a sales contract for goods or specified rights, or a service contract (if there are the special provisions prescribed in the proviso to Article 15-3, paragraph (1) of the Act, including the details of the special provisions) must be indicated by a means of indication in a place that can be easily seen by customers in a manner that is clearly read by customers or any other means of indication that can be easily perceived by customers.

Article 25 (1) The case where the indication of the money that must be borne by the purchaser or the service recipient specified in Article 11, item (i) of the Act and Article 23, item (iv) may be omitted pursuant to the proviso to Article 11 of the Act is the case when the indication of the money is totally omitted, and in this case, the information specified in Article 11, items (i) through (iii), (v) and (vi) of the Act (excluding the information prescribed in Article 23, items (vi) through (x)) may be partially omitted.

- (2) When the seller or the service provider fully indicates the money that should be borne by the purchaser or the service recipient, the seller or the service provider may partially omit the information specified in Article 11, items (ii), (iii), (v), and (vi) (excluding the information prescribed in Article 23, items (iv), and (vi) through (x)); and if there are the special provisions prescribed in the proviso to Article 15-3, paragraph (1) of the Act, information pertaining to whether or not withdrawal of an offer for or cancellation of a contract is possible, in the case where withdrawal of an offer for or cancellation of a contract is possible, the period and other conditions for withdrawal of an offer for or cancellation of a contract, and the burden of costs required for taking back or returning goods or specified rights); provided, however, that this does not apply to the payment date for the goods or the rights or the price for the services where the payment pertaining to the sales contract or the service contract is made fully or partially prior to the delivery of the goods, transfer of the rights, or provision of the services; the information prescribed in Article 11, item (iii) of the Act where the seller or the service provider fails to deliver the goods, transfer the rights, or provide the services pertaining to the offer without delay after the sales contract or service contract is offered; and the particulars concerning the liability of the seller where the seller is not liable for non-conformity when the delivered goods do not conform to the terms of the

contract with respect to the type or quality.

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

- (i) a method of sending the information via a telecommunications line connecting the computer used by the seller or the service provider to the computer used by the customer so as to record the information in a file on the computer used by the receiver;
- (ii) a method of providing the information that should be specified in a document, which are recorded in a file on the computer used by the seller or the service provider, to the customer for inspection via a telecommunications line so as to record the relevant information in the file on the computer used by the customer; or
- (iii) a method of providing the information that should be specified in a document, which are recorded in a file on the computer used by the seller or the service provider (limited to a file used exclusively for the relevant customer; referred to as a "customer file" in item (ii) of the following paragraph), to the customer for inspection via a telecommunications line, if a file in which the information to be provided in the document is not on the computer used by the customer.

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

- (i) a method referred to in item (i) or (ii) of the preceding paragraph must be a method that enables the customer to prepare the document by outputting the information recorded in the file; and
- (ii) a method referred to in item (iii) of the preceding paragraph must be a method to prevent the information that should be described in a document and recorded in the customer file from deletion or change for six months from the date on which the information is recorded in the customer file.

(Prohibition of Misleading Advertising)

Article 26 Particulars specified by order of the competent ministry referred to in Article 12 of the Act are as follows:

- (i) the type, performance, quality or efficacy of the goods; the type, description or effects of the services; or the type or description of the rights, or the type, description, or effects of the services pertaining to the rights;
- (ii) involvement of the State, a local government, the Japan Direct Marketing Association, any other famous juridical person, any other organization, or a famous individual in the goods, the rights, or the services, or the seller or the

- service provider, or the business operated by the seller or the service provider;
- (iii) the place of origin or place of production, the trademark, or the name of manufacturer of the goods; and
- (iv) the particulars prescribed in the respective items of Article 11 of the Act.

(Electronic or Magnetic Means Pertaining to E-mail Advertising)

Article 27 The electronic or magnetic means prescribed in Article 12-3, paragraph (1) of the Act is as follows:

- (i) a means transmitting an electronic or magnetic record to a communication terminal for portable use that is used by the counterparty, using a telephone number for transmissions (including the case where the activity is entrusted to another person); or
- (ii) a means sending e-mail (including the case where the activity is entrusted to another person).

(Means for Giving Notice of Contract Details)

Article 28 (1) The means specified by order of the competent ministry referred to in Article 12-3, paragraph (1), item (ii) of the Act is to be an electronic or magnetic means.

- (2) If e-mail that advertises mail order sales is sent pursuant to the provisions of Article 12-3, paragraph (1), item (ii) of the Act, e-mail that advertises mail order sales is to be sent incidentally with notice of material information among the receipt of an offer for a contract and the details of the offer, the conclusion of a contract and the details of the contract, and matters pertaining to performance of a contract.

(Case Specified by Order of the Competent Ministry Referred to in Article 12-3, Paragraph (1), Item (iii) of the Act)

Article 29 The case specified by order of the competent ministry referred to in Article 12-3, paragraph (1), item (iii) of the Act is to be any of the following cases:

- (i) the case of advertising by placing an advertisement in part of an electronic or magnetic record that is sent by an electronic or magnetic means at the request or with the consent of an advertising target; or
- (ii) the case of advertising on the occasion of provision of services by a person who provides services connected with the use of an electronic or magnetic means to a user on the condition that an advertisement is placed in part of an electronic or magnetic record to be sent by an electronic or magnetic means (including the case where a seller or a service provider is the person who provides services) (excluding the case of advertising on the occasion of

the provision of services by inducing or forcing an user to use the services and cause an electronic or magnetic record to be sent).

(Preservation of Records)

Article 30 (1) The what is specified by order of the competent ministry referred to in Article 12-3, paragraph (3) of the Act is as follows:

- (i) if the consent has been obtained, or the request has been received, from an advertising target by a means that uses an electronic data processing system (excluding an electronic or magnetic means), a document or electronic or magnetic record (hereinafter referred to as a "document, etc." in this Article, and Articles 35, 75, 116) showing that there was the consent or the request, for each consent or request; provided, however, that if a seller or a service provider has indicated template contents in order to obtain the consent or receive the request and uses a means by which, if the consent is obtained, or the request is received, information on the details of the consent or request is automatically edited as an electronic or magnetic record in a list, and if the indication of the template contents includes a statement that the computer operation constitutes consent or request to the recipient for sending e-mail that advertises mail order sales, in a manner that can be easily perceived, a document, etc. showing the template contents indicated to obtain the consent or receive the request, and a document, etc. showing the period of indication of the description; or
 - (ii) if the consent has been obtained, or the request has been received, from an advertising target by an electronic or magnetic means, document or any other means, a document, etc. showing that there was the consent or the request, for each consent or request; provided, however, that if a seller or a service provider has indicated template contents in order to obtain the consent or receive the request and uses a means by which, if the consent is obtained, or the request is received, information on the details of the consent or request is accurately edited as a document, etc. in a list, and if the indication of the template contents includes a statement that the transmission of an electronic or magnetic record by an electronic or magnetic means, the entry into a document or any other relevant act constitutes consent or request to the recipient for sending e-mail that advertises mail order sales, in a manner that can be easily perceived, a document, etc. showing the template contents indicated to obtain the consent or receive the request, and a document, etc. showing the period of indication of the description.
- (2) The document, etc. referred to in the preceding paragraph must be preserved for three years from the day on which e-mail that advertises mail order sales is sent to an advertising target.

(Indication of Means of Contact)

Article 31 The information specified by order of the competent ministry referred to in Article 12-3, paragraph (4) of the Act is any of the following matters, and the information must be indicated in the main text of the e-mail that advertises mail order sales in a manner that can be easily perceived:

- (i) an e-mail address (limited to that which enables an advertisement target to manifest the intention not to receive e-mail that advertises mail order sales); or
- (ii) characters, symbols or other codes, or a combination thereof for identification in an electronic data processing system (limited to those which enable an advertisement target to, by entering them into a computer and following the procedures indicated on the screen of the computer, manifest the intention not to receive e-mail that advertises mail order sales), or what is equivalent thereto.

(Case Specified by Order of the Competent Ministry Referred to in Article 12-4, Paragraph (1), Item (ii) of the Act)

Article 32 The case specified by order of the competent ministry referred to in Article 12-4, paragraph (1), item (ii) of the Act is to be any of the following cases:

- (i) the case where e-mail that advertises mail order sales of the party entrusting a contractor with e-mail that advertises mail order sales (meaning the party entrusting a contractor with e-mail that advertises mail order sales referred to in the main clause of Article 12-4, paragraph (1) of the Act; hereinafter the same applies) is sent by placing an advertisement in part of an electronic or magnetic record that is sent by an electronic or magnetic means at the request or with the consent of an advertising target; or
- (ii) the case where e-mail that advertises mail order sales of the party entrusting a contractor with e-mail that advertises mail order sales is sent on the occasion of provision of services by a person who provides services connected with the use of an electronic or magnetic means to a user on the condition that an advertisement is placed in part of an electronic or magnetic record to be sent by an electronic or magnetic means (including the case where a contractor entrusted with e-mail that advertises mail order sales (meaning a contractor entrusted with e-mail that advertises mail order sales referred to in the main clause of Article 12-4, paragraph (1) of the Act; hereinafter the same applies) is the person who provides services) (excluding the case of advertising on the occasion of the provision of services by inducing or forcing an user to use the services and cause an electronic or magnetic record to be sent).

(Means for Giving Notice of Contract Details)

Article 33 (1) The means specified by order of the competent ministry referred to in Article 12-5, paragraph (1), item (ii) of the Act is to be a means sending information by using a facsimile machine.

(2) If facsimile advertisements for mail order sales are sent pursuant to the provisions of Article 12-5, paragraph (1), item (ii) of the Act, facsimile advertisements for mail order sales are to be sent incidentally with notice of material information among the receipt of an offer for a contract and the details of the offer, the conclusion of a contract and the details of the contract, and matters pertaining to performance of a contract.

(Case Specified by Order of the Competent Ministry Referred to in Article 12-5, Paragraph (1), item (iii) of the Act)

Article 34 The case specified by order of the competent ministry referred to in Article 12-5, paragraph (1), item (iii) of the Act is to be the case of advertising by placing an advertisement in part of a message that is sent by using a facsimile machine at the request or with the consent of an advertising target.

(Preservation of Records)

Article 35 (1) The what is specified by order of the competent ministry referred to in Article 12-5, paragraph (3) of the Act is to be a document, etc. showing that there was the consent or the request, for each consent or request; provided, however, that if a seller or a service provider has indicated template contents in order to obtain the consent or receive the request and uses a means by which, if the consent is obtained, or the request is received, information on the details of the consent or request is accurately edited as a document, etc. in a list, and if the indication of the template contents includes a statement that the entry into the document or any other relevant act constitutes consent or request to the recipient for sending facsimile advertisements for mail order sales, in a manner that can be easily perceived, a document, etc. showing the template contents indicated to obtain the consent or receive the request, and a document, etc. showing the period of indication of the description.

(2) The document, etc. referred to in the preceding paragraph must be preserved for one year from the day on which a facsimile advertisement for mail order sales is sent to an advertising target.

(Indication of Means of Contact)

Article 36 The information specified by order of the competent ministry referred to in Article 12-5, paragraph (4) of the Act is to be a facsimile number (limited to that which enables an advertisement target to manifest the intention not to

receive facsimile advertisements for mail order sales), and the facsimile number must be indicated in the main text of the facsimile advertisements for mail order sales in a manner that can be easily perceived.

(Notice of Acceptance in Mail Order Sales)

Article 37 Particulars specified by order of the competent ministry referred to in Article 13, paragraph (1) of the Act are as follows:

- (i) 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 the charges for the goods or the rights or the consideration for the services; the seller or the service provider must send the person a notice to that effect);
- (ii) the name, address, and telephone number of the seller or the service provider;
- (iii) the amount of money received and the total amount if any money has been received previously;
- (iv) the date on which the money is received;
- (v) the name and quantity of the goods or the type of the rights or services for which the offer was made; and
- (vi) when accepting the offer; the delivery date of the goods, the transfer date of the rights, or the length of the services.

Article 38 (1) When a seller or a service provider notifies the person who made the offer pursuant to the provisions of Article 13, paragraph (1) of the Act in writing, the seller or the service provider must give a notice as prescribed in the following items:

- (i) when giving a notice of non-acceptance of the offer, the notice must state that the money that has already been paid will be refunded immediately and the method of refunding; and
 - (ii) the delivery date of the goods, the transfer date of the rights, or the length of services must be indicated, specifying the length of the relevant contract or the relevant deadline.
- (2) The document referred to in the preceding paragraph must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

(Electronic or Magnetic Means for Notice Using a Document That Must Be Given Pursuant to the Provisions of Article 13, Paragraph (1) of the Act)

Article 39 (1) The means specified by order of the competent ministry referred to in Article 13, paragraph (2) of the Act is as follows:

- (i) a means that uses an electronic data processing system (meaning an

electronic data processing system that connects a computer used by a seller or a service provider and a computer used by a person who made an offer via a telecommunications line; the same applies in Article 41) and that falls under any of (a), (b), or (c) below:

- (a) a means to send the information via a telecommunications line that connects the computer used by the seller or the service provider to the computer used by the person who made the offer so as to record the data in a file on the computer used by the receiver;
 - (b) a means to make the information that must be notified, which are recorded in a file on the computer used by the seller or the service provider, available for an inspection by a person who made the offer via a telecommunications line so as to record the data in a file on the computer used by the person who made the offer (when a person who made the offer accepts or refuses the offer to receive the information through the method prescribed in the first sentence of Article 13, paragraph (2) of the Act; a method to record the person's acceptance or refusal in a file on the computer used by the seller or the service provider); or
 - (c) a means to make the information that must be notified, which is recorded in a file on the computer used by the seller or the service provider (limited to files that are used exclusively by the person who made the offer; referred to as a "offeror file" in item (ii) of the following paragraph), available for an inspection by the person who made the offer via a telecommunications line, if the computer used by the person who made the offer does not have a file to record the relevant data; or
 - (ii) a means delivering a file prepared by using an electronic or magnetic recording medium that can reliably record certain information, in which the information that must be notified is recorded.
- (2) The means prescribed in the preceding paragraph must comply with the following technical standards:
- (i) a means referred to in (a) or (b) of item (i) of the preceding paragraph must be a means that the person who made the offer is able to prepare a document by outputting the information recorded in the file; and
 - (ii) a means referred to in (c) of item (i) of the preceding paragraph must be a means to prevent the information that must be notified from deletion or change for six months from the date on which the relevant information is recorded in the relevant offeror file.
- (3) When providing the information that must be notified pursuant to the provisions of paragraph (1) in place of a written notice under the main clause of Article 13, paragraph (1) of the Act, the seller or the service provider must indicate the information clearly so that the person who made the offer may read it.

(Type and Details of Electronic or Magnetic Means for Notice Using a Document That Must Be Given Pursuant to the Provisions of Article 13, Paragraph (1) of the Act)

Article 40 The type and details of the means that must be indicated pursuant to the provisions of Article 8, paragraph (1) of the Order are the following information:

- (i) a means prescribed in paragraph (1) of the preceding Article that is used by the seller or the service provider; and
- (ii) a method to record the information in a file.

(Obtaining Consent Using Information and Communications Technology for Notice Using a Document That Must Be Given Pursuant to the Provisions of Article 13, Paragraph (1) of the Act)

Article 41 (1) The means specified by order of the competent ministry referred to in Article 8, paragraph (1) of the Order is as follows:

- (i) a means that uses an electronic data processing system and that is set forth in (a) or (b) below:
 - (a) a means sending a statement to the effect that a person who made an offer gives the consent referred to in Article 8, paragraph (1) of the Order or the refusal referred to in paragraph (2) of the same Article (hereinafter referred to as the "consent, etc." in this paragraph) from a computer used by the person who made an offer to a computer used by a seller or a service provider via a telecommunications line, and recording the statement in a file stored on the computer used by the seller or the service provider; or
 - (b) a means making the type and details of the electronic or magnetic means set forth in Article 40 that have been recorded in a file stored on a computer used by a seller or a service provider available via a telecommunications line for inspection by a person who made an offer, and recording a statement to the effect that the consent, etc. is given, in a file stored on the computer; or
 - (ii) a means delivering a file prepared by using an electronic or magnetic recording medium in which a statement to the effect that the consent, etc. is given has been recorded.
- (2) The means set forth in the preceding paragraph must be a means that enables a seller or a service provider to prepare a document by outputting what has been recorded in the file.

(Prohibited Acts in Mail Order Sales)

Article 42 (1) The act specified by order of the competent ministry referred to in Article 14, paragraph (1), item (ii) of the Act is to be an act of a seller or a

service provider, if it receives an offer for an electronic contract (meaning a sales contract or service contract which is concluded between a seller or a service provider and a customer through the screen of a computer by using a means that uses an electronic data processing system or any other means that uses information and communications technology and for which a customer makes an offer by sending an offer by using a computer used by the customer in accordance with procedures indicated on that screen by the seller or the service provider, or a person entrusted with the indication work by the seller or the service provider; hereinafter the same applies in this paragraph and paragraph (3)), failing to enable the customer to easily confirm or correct the details of the offer when the customer is performing an operation of a computer for the electronic contract (limited to an operation constituting the offer for the electronic contract).

(2) The act specified by order of the competent ministry referred to in Article 14, paragraph (1), item (iii) of the Act is as follows:

- (i) an act of a seller or a service provider, when obtaining the consent to, or receiving the request for, e-mail that advertises mail order sales which is given or made through a transmission using a computer by a means that uses an electronic data processing system (excluding an electronic or magnetic means), failing to indicate, in a manner that can be easily perceived by a customer when the customer is performing an operation of a computer (limited to an operation constituting the consent to, or the request for, e-mail that advertises mail order sales; the same applies in the following item), that the operation constitutes the consent to, or the request for, the e-mail that advertises mail order sales, so that the consent would not be given or the request would not be made easily against the customer's will;
- (ii) an act of a seller or a service provider, when obtaining the consent to, or receiving the request for, e-mail that advertises mail order sales which is given or made through a transmission of an electronic or magnetic record by an electronic or magnetic means, entry into a document or any other relevant act, failing to indicate, in a manner that can be easily perceived by a customer, that the customer's transmission of an electronic or magnetic record by an electronic or magnetic means, entry into a document or any other relevant act constitutes the consent to, or the request for, the e-mail that advertises mail order sales, so that the consent would not be given or the request would not be made easily against the customer's will, when giving an indication for obtaining the consent to or receiving the request for the e-mail that advertises mail order sales; or
- (iii) an act of a seller or a service provider entrusting all of the business activities set forth in the items of Article 12-3, paragraph (5) of the Act at once to a person who is committing an act in violation of any of the

provisions of Article 12-4, paragraph (1) of the Act, and Article 12-3, paragraphs (2) through (4) of the Act, as applied mutatis mutandis pursuant to Article 12-4, paragraph (2) of the Act.

- (3) The act specified by order of the competent ministry referred to in Article 14, paragraph (2), item (i) of the Act is to be an act of a contractor entrusted with e-mail that advertises mail order sales, if it runs e-mail advertising for the purpose of receiving offers for electronic contracts, failing to indicate, in a manner that can be perceived by a customer when the customer is performing an operation of a computer for an electronic contract (limited to an operation constituting an offer for the electronic contract), that the operation constitutes an offer for the electronic contract.
- (4) The act specified by order of the competent ministry referred to in Article 14, paragraph (2), item (ii) of the Act is as follows:
- (i) an act of a contractor entrusted with e-mail that advertises mail order sales, when obtaining the consent, or receiving the request for, e-mail that advertises mail order sales of the party entrusting a contractor with e-mail that advertises mail order sales which is given or made through a transmission using a computer by a means that uses an electronic data processing system (excluding an electronic or magnetic means), failing to indicate, in a manner that can be easily perceived by a customer when the customer is performing an operation of a computer (limited to an operation constituting the consent to or the request for e-mail that advertises mail order sales of the party entrusting a contractor with e-mail that advertises mail order sales; the same applies in the following item) that the operation constitutes the consent to or the request for the e-mail that advertises mail order sales, so that the consent would not be given or the request would not be made easily against the customer's will; or
 - (ii) an act of a contractor entrusted with e-mail that advertises mail order sales, when obtaining the consent, or receiving the request for, e-mail that advertises mail order sales of the party entrusting a contractor with e-mail that advertises mail order sales which is given or made through a transmission of an electronic or magnetic record by an electronic or magnetic means, entry into a document or any other relevant act, failing to indicate, in a manner that can be easily perceived by a customer, that the customer's transmission of an electronic or magnetic record by an electronic or magnetic means, entry into a document or any other relevant act constitutes the consent to, or the request for, the e-mail that advertises mail order sales, so that the consent would not be given or the request would not be made easily against the customer's will, when giving an indication in order to obtain the consent to or receive the request for the e-mail that advertises mail order sales.

(Person Specified by Order of the Competent Ministry Referred to in Article 15-2, Paragraph (1) of the Act)

Article 43 The person specified by order of the competent ministry referred to in Article 15-2, paragraph (1) of the Act is to be a person who plays the leading role in performing the business activities that have become subject to an order for suspension pursuant to the provisions of the first sentence of Article 15, paragraph (1) of the Act.

(Method of Indicating Special Provisions on Withdrawal of an Offer)

Article 44 The means specified by order of the competent ministry referred to in the proviso to Article 15-3, paragraph (1) of the Act is to be a means of indication in a place that can be easily seen by customers in a manner that is clearly read by customers or any other means of indication that can be easily perceived by customers, which is included in an indication on the screen of a customer's computer for the customer to perform a computer operation that constitutes an offer for a sales contract for goods or specific rights.

Section 4 Telemarketing Sales

(Delivery of Documents in Telemarketing Sales)

Article 45 Particulars specified by Order of the Competent Ministry referred to in Article 18, paragraph (1), item (vi) of the Act are as follows:

- (i) the name, address, and telephone number of the seller or the service provider, and if the seller or the service provider is a juridical person; the name of its representative;
- (ii) the name of the person who offers or concludes the sales contract or the service contract;
- (iii) the date on which the sales contract or the service contract is offered or concluded;
- (iv) the name of the goods and the trademark or the name of the manufacturer of the goods;
- (v) the model number of the goods, if any;
- (vi) quantity of the goods;
- (vii) if there are provisions on the liability of the seller in the case where the delivered goods do not conform to the terms of the contract with respect to the type or quality; the details of the provisions;
- (viii) if there are provisions on cancellation of the contract, the details of the provisions; and
- (ix) if there are any special provisions beyond what is set forth in the preceding two paragraphs; the details of the provisions.

Article 46 (1) A document to be delivered pursuant to the provisions of Article 18, paragraph (1) of the Act or Article 19, paragraph (1) or (2) of the Act (hereinafter referred to as the "document" in this Article) must respectively meet the requirements set forth in the lower column of the following table for the particulars prescribed in the upper column of that table.

Matters	Requirements
(i) Matters concerning the liability in the case where the delivered goods do not conform to the terms of the contract with respect to the type or quality	None of the provisions must exempt the seller from liability for the non-conformity in the case where the delivered goods do not conform to the terms of the contract with respect to the type or quality.
(ii) Matters concerning cancellation of the contract	(a) none of the provisions must prohibit the purchaser or the service recipient from cancelling the contract. (b) none of the provisions must be more disadvantageous for the purchaser or the service recipient than those prescribed in the Civil Code with regard to the obligations of the seller or the service provider in the case the contract is cancelled due to a cause imputable to the seller or the service provider.
(iii) Matters concerning other special provisions	No special provisions must be prescribed in violation of laws and regulations.

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

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

Article 47 (1) With regard to the particulars prescribed in Article 18, paragraph (1), item (v) of the Act that are included in the document which is delivered pursuant to the provisions of Article 18, paragraph (1) of the Act or Article 19, paragraph (1) or (2) of the Act, the details prescribed in the lower column of the following table must be respectively provided according to the classification specified in the upper column of that table, except for the cases prescribed in the following paragraph, and paragraphs (3) and (5).

<p>(i) Matters concerning withdrawal of the offer for or cancellation of a sales contract for goods</p>	<p>(a) the offeror or counterparty (meaning the offeror or counterparty prescribed in Article 24, paragraph (1) of the Act; hereinafter the same applies in this Article and Article 66) must be able to withdraw the offer for or cancel the sales contract for goods in writing or by an electronic or magnetic record for a period until eight days have passed from the date on which the offeror or counterparty received the document referred to in Article 19, paragraph (1) or (2) of the Act (or from the date of receipt of the document referred to in Article 18, paragraph (1) of the Act where the offeror or counterparty has received the document on an earlier date).</p> <p>(b) notwithstanding the matter stated in (a), if the offeror or counterparty had not withdrawn the offer for or cancelled the sales contract for goods due to being misled by the seller's act of misrepresenting information concerning withdrawal of the offer for or cancellation of the sales contract in violation of the provision of Article 21, paragraph (1) of the Act, or due to being disturbed by the seller's act of intimidating the offeror or counterparty in violation of the provision of paragraph (3) of that Article of the Act, the offeror or counterparty must be able to withdraw the offer for or cancel the sales contract in writing or by an electronic or magnetic record for a period until eight days have passed from the date on which the offeror or counterparty received the document referred to in the proviso to Article 24, paragraph (1) of the Act that has been issued by the seller.</p> <p>(c) the withdrawal of the offer for or cancellation of the contract referred to in (a) or (b) must take effect when the offeror or counterparty issues the document or electronic or magnetic record pertaining to the withdrawal of the offer for or the cancellation of the contract.</p> <p>(d) when there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), the seller may not claim damages or demand payment of a penalty pertaining to the withdrawal of the offer for or cancellation of the contract from the offeror or counterparty.</p>
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	<p>(e) when there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), the seller must bear the costs required for taking back any goods already delivered under the sales contract.</p> <p>(f) when there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), the seller may not claim payment of money equivalent to the interests gained through the use of the goods from the offeror or counterparty even if the goods delivered based on the sales contract have already been used.</p> <p>(g) where there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), if the charge for the goods has already been paid, the seller must promptly return the full amount to the offeror or counterparty.</p>
(ii) Matters concerning withdrawal of the offer for or cancellation of a sales contract for rights	<p>(a) the offeror or counterparty must be able to withdraw the offer for or cancel the sales contract for rights in writing or by an electronic or magnetic record for a period until eight days have passed from the date on which the offeror or counterparty received the document referred to in Article 19, paragraph (1) or (2) of the Act (or from the date of receipt of the document referred to in Article 18, paragraph (1) of the Act where the offeror or counterparty has received the document on an earlier date).</p> <p>(b) notwithstanding the matter stated in (a), if the offeror or counterparty had not withdrawn the offer for or cancelled the sales contract for rights due to being misled by the seller's act of misrepresenting information concerning withdrawal of the offer for or cancellation of the sales contract in violation of the provision of Article 21, paragraph (1) of the Act, or due to being disturbed by the seller's act of intimidating the offeror or counterparty in violation of the provision of paragraph (3) of that Article of the Act, the offeror or counterparty must be able to withdraw the offer for or cancel the sales contract in writing for a period until eight days have passed from the date on which the offeror or counterparty received the document referred to in the proviso to Article 24, paragraph (1) of the Act that has been issued by the seller.</p>

(c) the withdrawal of the offer for or cancellation of the contract referred to in (a) or (b) must take effect when the offeror or counterparty issues the document or electronic or magnetic record pertaining to the withdrawal of the offer for or the cancellation of the contract.

(d) when there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), the seller may not claim damages or demand payment of a penalty pertaining to the withdrawal of the offer for or cancellation of the contract from the offeror or counterparty.

(e) when there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), the seller must bear the costs required for returning any rights already transferred under the sales contract.

(f) when there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), the seller may not claim payment of money equivalent to the interests gained through the exercise of the rights from the offeror or counterparty even if facilities have already been used or services have already been provided through exercise of the rights.

(g) where there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), if the existing state of the offeror's or counterparty's land, building, or other structure has been changed due to provision of the services pertaining to the rights, the offeror or counterparty may demand that the seller takes necessary measures for restoring it to the original state without charge.

(h) where there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), if the charge for the rights has already been paid, the seller must promptly return the full amount to offeror or counterparty.

(iii) Matters concerning withdrawal of offer for or cancellation of a service contract

(a) the offeror or counterparty must be able to withdraw the offer for or cancel the service contract in writing or by an electronic or magnetic record for a period until eight days have passed from the date on which the offeror or counterparty received the document referred to in Article 19, paragraph (1) or (2) of the Act (or from the date of receipt of the document referred to in Article 18, paragraph (1) of the Act where the offeror or counterparty has received the document on an earlier date).

(b) notwithstanding the matter stated in (a), if the offeror or counterparty had not withdrawn the offer for or cancelled the service contract due to being misled by the service provider's act of misrepresenting information concerning withdrawal of the offer for or cancellation of the service contract in violation of the provision of Article 21, paragraph (1) of the Act, or due to being disturbed by the service provider's act of intimidating the offeror or counterparty in violation of the provision of paragraph (3) of that Article of the Act, the offeror or counterparty must be able to withdraw the offer for or cancel the service contract in writing for a period until eight days have passed from the date on which the offeror or counterparty received the document referred to in the proviso to Article 24, paragraph (1) of the Act that has been issued by the service provider.

(c) the withdrawal of the offer for or cancellation of the contract referred to in (a) or (b) must take effect when the offeror or counterparty issues the document or electronic or magnetic record pertaining to the withdrawal of the offer for or the cancellation of the contract.

(d) when there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), the service provider may not claim damages or demand payment of a penalty pertaining to the withdrawal of the offer for or cancellation of the contract from the offeror or counterparty.

	<p>(e) when there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), the service provider may not claim payment of the consideration for the services pertaining to the service contract or any other money from the offeror or counterparty even if services have already been provided based on the service contract.</p> <p>(f) where there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), if the service provider has already received money in relation to the service contract, it must promptly return the full amount to the offeror or counterparty.</p> <p>(g) where there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), if the existing state of the offeror or counterparty's land, building, or other structure has been changed due to provision of the services pertaining to the service contract, the offeror or counterparty may demand that the service provider takes necessary measures for restoring it to the original state without charge.</p>
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(2) If goods or provision of services pertaining to the sales contract or the service contract fall under the goods or provision of services specified by Cabinet Order referred to in Article 26, paragraph (4), item (i) of the Act, and the offeror or counterparty may not withdraw the offer for the sales contract or the service contract, or cancel the sales contract or the service contract, the document referred to in the preceding paragraph must include the contents set forth in the following items:

- (i) the name of the goods or the services and other information that can identify the goods or the services; and
- (ii) the fact that the offeror or counterparty may not withdraw the offer for or cancel the contract for the goods or the services.

(3) If provision of services pertaining to the service contract falls under the provision of services specified by Cabinet Order referred to in Article 26, paragraph (4), item (ii) of the Act, and the offeror or counterparty may not withdraw the offer for the service contract, or cancel the service contract, the document referred to in paragraph (1) must include the contents set forth in the following items:

- (i) the name of the services and other information that can identify the services; and
- (ii) the fact that the offeror or counterparty may not withdraw the offer for or

cancel the contract for the services.

- (4) If goods pertaining to the sales contract fall under the goods specified by Cabinet Order referred to in Article 26, paragraph (5), item (i) of the Act, and the offer for the sales contract may not be withdrawn or the sales contract may not be cancelled in the case where the offeror or counterparty has used or consumed the goods in whole or in part, the seller must include the details prescribed in the following respective items in the document referred to in paragraph (1), in addition to the details prescribed in the lower columns of table (1) referred to in the same paragraph:
- (i) the name of the goods and other information that can identify the goods; and
 - (ii) the fact that the offeror or counterparty may not withdraw the offer for the contract or cancel the contract when the offeror or counterparty has used or consumed the goods in whole or in part (except the cases where the seller has forced the offeror or counterparty, etc. to use the goods or to consume the goods in whole or in part).
- (5) In the case prescribed in Article 19, paragraph (2) of the Act, in which the total amount of goods or specified rights pertaining to the sales contract or the price for services pertaining to the service contract is less than the amount specified by Cabinet Order referred to in Article 26, paragraph (5), item (iii) of the Act, if the offer for the sales contract or the service contract may not be withdrawn or the sales contract or service contract may not be cancelled, the seller or the service provider must state the fact that the offeror or counterparty may not withdraw the offer for the contract or cancel the contract in the document referred to in paragraph (1).
- (6) The particulars prescribed in the preceding paragraphs must be provided in red letters within the red frame.

(Electronic or Magnetic Means for Delivery of a Document That Must Be

Delivered Pursuant to the Provisions of Article 18, Paragraph (1) of the Act)

Article 48 (1) The electronic or magnetic means referred to in Article 18, paragraph (2) of the Act is as follows:

- (i) a means that uses an electronic data processing system (meaning an electronic data processing system that connects a computer used by a seller or a service provider and a computer used by a person who made an offer via a telecommunications line; the same applies in Articles 51 and 61) and that is set forth in (a) or (b) below:
 - (a) a means sending information via a telecommunications line connecting a computer used by a seller or a service provider and a computer used by a person who made an offer, and recording it in a file stored on the computer used by the person who made an offer; or
 - (b) a means making information that should be described in a document and

- that has been recorded in a file stored on a computer used by a seller or a service provider available via a telecommunications line for inspection by a person who made an offer, and recording the information in a file stored on a computer used by the person who made an offer; or
- (ii) a means delivering a file prepared by using an electronic or magnetic recording medium in which information that should be described in a document is recorded.
- (2) The means set forth in the preceding paragraph must conform to the following requirements:
- (i) the means enables a person who made an offer to prepare a document by outputting what has been recorded in a file;
- (ii) measures are taken to confirm that there is no alteration in information that should be described in a document and that has been recorded in a file; and
- (iii) in the case of the means set forth in item (1)(b) of the preceding paragraph, the means informs a person who made an offer that information that should be described in a document and that has been recorded in a file will be or has been recorded in a file stored on a computer used by a seller or a service provider.
- (3) If, in place of delivery of a document under Article 18, paragraph (1) of the Act, a seller or a service provider provides information that should be described in the document by using the means set forth in paragraph (1), the seller or the service provider must indicate the information in a manner that enables a person who made an offer to read the information clearly.

(Type and Details of Electronic or Magnetic Means for Delivery of a Document That Must Be Delivered Pursuant to the Provisions of Article 18, Paragraph (1) of the Act)

Article 49 The type and details of an electronic or magnetic means that is to be indicated pursuant to the provisions of Article 9, paragraph (1) of the Order are as follows:

- (i) a means set forth in paragraph (1) of the preceding Article that is used by a seller or a service provider; and
- (ii) the format for recording information into a file.

(Explanation and Confirmation in Obtaining the Consent Under Article 18, Paragraph (2) of the Act)

Article 50 (1) When indicating the information set forth in the preceding Article, a seller or a service provider must explain the following matters to a person who made an offer:

- (i) that unless a person who made an offer gives the consent under Article 18,

- paragraph (2) of the Act after receiving the explanation referred to in this paragraph and the confirmation referred to in paragraph (3), the document referred to in paragraph (1) of the same Article will be delivered;
- (ii) that information provided by an electronic or magnetic means under Article 18, paragraph (2) of the Act is the information that should be described in the document referred to in paragraph (1) of the same Article and is important for a person who made an offer;
 - (iii) in the case where the information that should be described in the document referred to in Article 18, paragraph (1) of the Act is provided by an electronic or magnetic means (limited to those set forth in Article 48, paragraph (1), item (i)) under Article 18, paragraph (2) of the Act, that the information will be deemed to have arrived at a person who made an offer at the time when the information is recoded in a file stored on a computer used by the person who made an offer and that when eight days have passed from the day of recording, the person who made an offer will no longer be able to withdraw the offer for or cancel the contract under Article 24, paragraph (1) of the Act; and
 - (iv) that only if a person who made an offer uses on a daily basis a computer that is necessary for inspection of information to be provided by an electronic or magnetic means under Article 18, paragraph (2) of the Act (limited to a computer for which the figure obtained by dividing the figure of the maximum diameter of the screen expressed in the unit of centimeter by 2.54 and rounding off the decimal points to the nearest whole number is five or above; hereinafter the same applies in this Article) and can perform operations of the computer by oneself to receive the provision of information (meaning operations until the completion of the provision of information; the same applies in paragraph (3), item (i)), the person who made an offer may receive provision of information by an electronic or magnetic means under Article 18, paragraph (2) of the Act.
- (2) When giving the explanation referred to in the preceding paragraph, a seller or a service provider must use simple and easy expressions so that a person who made an offer can understand it.
- (3) After giving the explanation referred to paragraph (1), a seller or a service provider must confirm the following matters:
- (i) a person who made an offer can perform by oneself operations necessary for inspection of information to be provided through transmissions of e-mail or by any other electronic or magnetic means under Article 18, paragraph (2) of the Act and uses on a daily basis a computer and an e-mail address (limited to the case where the information is provided via e-mail) that are necessary for the inspection;
 - (ii) a person who made an offer ensures cybersecurity for a computer that is

- necessary for inspection; and
- (iii) Whether or not a person who made an offer wishes to have information to be provided by using an electronic or magnetic means under Article 18, paragraph (2) of the Act be sent via e-mail to a person designated by the person who made an offer in advance; and if the person who made an offer so wishes, an e-mail address of the designated person.
 - (4) When conducting the confirmation referred to in the preceding paragraph, a seller or a service provider must use a means in which a person who made an offer operates by oneself a computer used by the person on a daily basis and use a webpage, etc. prescribed in Article 2, item (i) of the Order of the seller or the service provider.
 - (5) A seller or a service provider is to obtain the consent under Article 18, paragraph (2) of the Act by having a person who made an offer enter the name of the person and a statement to the effect that the person understood the content of the explanation referred to in paragraph (1), into the document, etc. referred to in Article 9, paragraph (1) of the Order. In this case, the seller or the service provider must not use a means entering symbols or any other means that cannot clarify the recognition of the person who made an offer on the consent.
 - (6) If a person who made an offer demands sending of e-mail pursuant to the provisions of paragraph (3), item (iii), a seller or a service provider must send e-mail to a person designated by the person who made an offer in advance at the same time as provision of information by an electronic or magnetic means under Article 18, paragraph (2) of the Act.
 - (7) If a seller or a service provider has obtained the consent under Article 18, paragraph (2) of the Act after conducting the explanation referred to in paragraph (1) and the confirmation referred to in paragraph (3), the seller or the service provider must deliver a document evidencing that the consent has been obtained (and if the consent has been obtained by using a document, including a copy of the document) to a person who made an offer by the time of provision of information by an electronic or magnetic means under Article 18, paragraph (2) of the Act.

(Obtaining Consent Using Information and Communications Technology for Delivery of a Document That Must Be Delivered Pursuant to the Provisions of Article 18, Paragraph (1) of the Act)

Article 51 (1) The means specified by order of the competent ministry referred to in Article 9, paragraph (1) of the Order is as follows:

- (i) a means that uses an electronic data processing system and that falls under any of (a) or (b) below:
 - (a) a means sending a statement to the effect that a person who made an

- offer gives the consent referred to in Article 9, paragraph (1) of the Order or the refusal referred to in paragraph (2) of the same Article (hereinafter referred to as the "consent, etc." in this paragraph) from a computer used by the person who made an offer to a computer used by a seller or a service provider via a telecommunications line, and recording the statement in a file stored on the computer used by the seller or the service provider; or
- (b) a means making the type and details of the electronic or magnetic means set forth in Article 49 that have been recorded in a file stored on a computer used by a seller or a service provider available via a telecommunications line for inspection by a person who made an offer, and recording a statement to the effect that the consent, etc. is given, in a file stored on the computer; or
- (ii) a means delivering a file prepared by using an electronic or magnetic recording medium in which a statement to the effect that the consent, etc. is given has been recorded.
- (2) The means prescribed in the preceding paragraph must be a means that enables the seller or the service provider to prepare a document by outputting what has been recorded in the file.

(Confirmation Under Article 9, Paragraph (3) of the Order)

Article 52 The confirmation under Article 9, paragraph (3) of the Order is to be conducted by confirming that the information has been recorded in a file stored on a computer used by a person who made an offer, and that the information is in a state that enables inspection by the person who made an offer, by telephone, a means that uses an electronic data processing system or any other means.

(Means Specified by Order of the Competent Ministry Referred to in Article 18, Paragraph (3) of the Act)

Article 53 The means specified by order of the competent ministry referred to in Article 18, paragraph (3) of the Act is to be the means set forth in Article 48, paragraph (1), item (ii).

(Information to Be Specified in Documents Delivered at the Time of Concluding Contracts in Telemarketing Sales)

Article 54 The information specified by order of the competent ministry referred to in Article 19, paragraph (2) of the Act is as follows:

- (i) the name, address, and telephone number of the seller or the service provider, and if the seller or the service provider is a juridical person, the name of its representative;
- (ii) the name of a person who was in charge of the conclusion of the sales

- contract or the service contract;
- (iii) the date on which the sales contract or the service contract was concluded;
- (iv) the name of the goods and the trademark or the name of the manufacturer of the goods;
- (v) the model number of the goods, if any;
- (vi) quantity of the goods;
- (vii) if there are provisions for liability of the seller in the case where the delivered goods do not conform to the terms of the contract with respect to the type or quality, the details of the provisions;
- (viii) if there are provisions for cancellation of the contract, the details of the provisions; and
- (ix) beyond what are set forth in the preceding two items, if there are any special provisions, the details of the special provisions.

(Application, Mutatis Mutandis of Provisions Pertaining to Article 18, Paragraphs (2) and (3) of the Act, as Applied Mutatis Mutandis Pursuant to Article 19, Paragraph (3) of the Act)

Article 55 The provisions of Articles 48 through 53 apply mutatis mutandis to the case where the provisions of Article 18, paragraphs (2) and (3) of the Act applies mutatis mutandis pursuant to Article 19, paragraph (3) of the Act. In this case, the terms "paragraph (1) of the same Article" and "Article 18, paragraph (1) of the Act" are deemed to be replaced with "Article 19, paragraph (1) or (2) of the Act," and the term "a person who made an offer" is deemed to be replaced with "a purchaser or a service recipient."

(Notice of Acceptance for Mail Order Sales)

Article 56 Particulars specified by order of the competent ministry referred to in Article 20, paragraph (1) of the Act are as follows:

- (i) 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 the charges for the goods or rights or the consideration for the services; the seller or the service provider must send the person a notice to that effect);
- (ii) the name, address, and telephone number of the seller or the service provider;
- (iii) the amount of money received and the total amount if any money has been received previously;
- (iv) the date on which the money is received;
- (v) the name and quantity of the goods or the type of rights or services for which the offer is made; and
- (vi) when accepting the offer; the delivery date of the goods, the transfer date

of the rights, or the length for the services.

Article 57 (1) When a seller or a service provider notifies the person who made the offer pursuant to the provisions of Article 20, paragraph (1) of the Act in writing, the seller or the service provider must give a notice as follows:

- (i) when giving a notice of non-acceptance of the offer, the notice must state that the money that has already been paid will be refunded immediately and the method of refunding; and
 - (ii) the delivery date of the goods, the transfer date of the rights, or the length of the services must be indicated, specifying the length of the relevant contract or the relevant deadline.
- (2) The document referred to in the preceding paragraph must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

(Electronic or Magnetic Means Pertaining to Notice of Acceptance That Is Given Under Article 20, Paragraph (1) of the Act)

Article 58 (1) The electronic or magnetic means referred to in Article 20, paragraph (2) of the Act is to be that set forth in Article 48, paragraph (1).

(2) The means set forth in the preceding paragraph must conform to the following requirements:

- (i) the means enables a person who made an offer to prepare a document by outputting what has been recorded in a file;
 - (ii) measures are taken to confirm that there is no alteration in information that should be described in a document and that has been recorded in a file; and
 - (iii) in the case of the means set forth in Article 48, paragraph (1), item (1)(b), the means informs a person who made an offer that information that should be described in a document and that has been recorded in a file will be or has been recorded in a file stored on a computer used by a seller or a service provider.
- (3) If, in place of notice using a document under Article 20, paragraph (1) of the Act, it provides information that should be described in the document by using the means set forth in paragraph (1), a seller or a service provider must indicate the information in a manner that enables a person who made an offer to read the information clearly.

(Type and Details of Electronic or Magnetic Means Pertaining to Notice of Acceptance That Is Given Under Article 20, Paragraph (1) of the Act)

Article 59 The type and details of an electronic or magnetic means that is to be indicated pursuant to the provisions of Article 10, paragraph (1) of the Order

are as follows:

- (i) a means set forth in Article 48, paragraph (1) that is used by a seller or a service provider; and
- (ii) the format for recording information into a file.

(Explanation and Confirmation in Obtaining the Consent Under Article 20, Paragraph (2) of the Act)

Article 60 (1) When indicating the information set forth in the preceding Article, a seller or a service provider must explain the following matters to a person who made an offer:

- (i) that unless a person who made an offer gives the consent under Article 20, paragraph (2) of the Act after receiving the explanation referred to in this paragraph and the confirmation referred to in paragraph (3), the document referred to in paragraph (1) of the same Article will be delivered;
 - (ii) that information provided by an electronic or magnetic means under Article 20, paragraph (2) of the Act is the information that should be described in notice using a document referred to in paragraph (1) of the same Article and is important for a person who made an offer;; and
 - (iii) that only if a person who made an offer uses on a daily basis a computer that is necessary for inspection of information to be provided by an electronic or magnetic means under Article 20, paragraph (2) of the Act (limited to a computer for which the figure obtained by dividing the figure of the maximum diameter of the screen expressed in the unit of centimeter by 2.54 and rounding off the decimal points to the nearest whole number is five or above; hereinafter the same applies in this Article) and can perform operations of the computer by oneself to receive the provision of information (meaning operations until the completion of the provision of information; the same applies in paragraph (3), item (i)), the person who made an offer may receive provision of information by an electronic or magnetic means under Article 20, paragraph (2) of the Act.
- (2) When giving the explanation referred to in the preceding paragraph, a seller or a service provider must use simple and easy expressions so that a person who made an offer can understand it.
- (3) After giving the explanation referred to paragraph (1), a seller or a service provider must confirm the following matters:
- (i) a person who made an offer can perform by oneself operations necessary for inspection of information to be provided through transmissions of e-mail or by any other electronic or magnetic means under Article 20, paragraph (2) of the Act and uses on a daily basis a computer and an e-mail address (limited to the case where the information is provided via e-mail) that are necessary for the inspection;

- (ii) a person who made an offer ensures cybersecurity for a computer that is necessary for inspection; and
 - (iii) Whether or not a person who made an offer wishes to have information to be provided by using an electronic or magnetic means under Article 20, paragraph (2) of the Act be sent via e-mail to a person designated by the person who made an offer in advance; and if the person who made an offer so wishes, an e-mail address of the designated person.
- (4) When conducting the confirmation referred to in the preceding paragraph, a seller or a service provider must use a means in which a person who made an offer operates by oneself a computer used by the person on a daily basis and use a webpage, etc. prescribed in Article 2, item (i) of the Order of the seller or the service provider.
- (5) A seller or a service provider is to obtain the consent under Article 20, paragraph (2) of the Act by having a person who made an offer enter the name of the person and a statement to the effect that the person understood the content of the explanation referred to in paragraph (1), into the document, etc. referred to in Article 10, paragraph (1) of the Order. In this case, the seller or the service provider must not use a means entering symbols or any other means that cannot clarify the recognition of the person who made an offer on the consent.
- (6) If a person who made an offer demands sending of e-mail pursuant to the provisions of paragraph (3), item (iii), a seller or a service provider must send e-mail to a person designated by the person who made an offer in advance at the same time as provision of information by an electronic or magnetic means under Article 20, paragraph (2) of the Act.
- (7) If a seller or a service provider has obtained the consent under Article 20, paragraph (2) of the Act after conducting the explanation referred to in paragraph (1) and the confirmation referred to in paragraph (3), the seller or the service provider must deliver a document evidencing that the consent has been obtained (and if the consent has been obtained by using a document, including a copy of the document) to a person who made an offer by the time of provision of information by an electronic or magnetic means under Article 20, paragraph (2) of the Act.

(Obtaining Consent Using Information and Communications Technology for Notice of Acceptance That Is Given Under Article 20, Paragraph (1) of the Act)

Article 61 (1) The means specified by order of the competent ministry referred to in Article 10, paragraph (1) of the Order is as follows:

- (i) a means that uses an electronic data processing system and that falls under any of (a) or (b) below:

- (a) a means sending a statement to the effect that a person who made an offer gives the consent referred to in Article 10, paragraph (1) of the Order or the refusal referred to in paragraph (2) of the same Article (hereinafter referred to as the "consent, etc." in this paragraph) from a computer used by the person who made an offer to a computer used by a seller or a service provider via a telecommunications line, and recording the statement in a file stored on the computer used by the seller or the service provider; or
- (b) a means making the type and details of the electronic or magnetic means set forth in Article 59 that have been recorded in a file stored on a computer used by a seller or a service provider available via a telecommunications line for inspection by a person who made an offer, and recording a statement to the effect that the consent, etc. is given, in a file stored on the computer; or
- (ii) a means delivering a file prepared by using an electronic or magnetic recording medium in which a statement to the effect that the consent, etc. is given has been recorded.
- (2) The means prescribed in the preceding paragraph must be a means that enables the seller or the service provider to prepare a document by outputting what has been recorded in the file.

(Important Matters on Telemarketing Sales)

Article 62 Particulars specified by order of the competent ministry referred to in Article 21, paragraph (1), item (i) of the Act are particulars prescribed in the following items:

- (i) the efficacy of the goods;
- (ii) the trademark or the name of the manufacturer of the goods;
- (iii) quantity of goods sold;
- (iv) quantity of goods required; and
- (v) the effects of the services pertaining to the services or rights.

(Acts That Are Found to Be Inappropriate in Light of the Telemarketing Target's Financial Status)

Article 63 The acts specified by order of the competent ministry referred to in Article 22, paragraph (1), item (iv) of the Act are to be those set forth in the following items:

- (i) Soliciting a telemarketing target (meaning a telemarketing target referred to in Article 2, paragraph (3) of the Act; the same applies in item (iii) of the following Article) to conclude a sales contract or service contract pertaining to a telemarketing sale, without reasonable grounds, knowing that performance of its obligations under the sales contract or the service contract would cause the quantity of any of the telemarketing target's goods or

- specified rights (limited to those set forth in Article 2, paragraph (4), item (i) of the Act; hereinafter the same applies in this item and the following item) of the same kind as the goods or specified rights under the sales contract to considerably exceed what would normally be required in the telemarketing target's daily life, or that performance of those obligations would cause the frequency, period, or quantity of any services with which the telemarketing target was being provided of the same kind as the services under the service contract to considerably exceed what would normally be required in the telemarketing target's daily life; and
- (ii) Soliciting a telemarketing target to conclude a sales contract or service contract pertaining to a telemarketing sale, without reasonable grounds, knowing that the quantity of any of the telemarketing target's goods or specified rights of the same kind as the goods or specified rights under the sales contract has already considerably exceeded what would normally be required in the telemarketing target's daily life, or that the frequency, period, or quantity of services with which the telemarketing target was being provided of the same kind as the services under the service contract has already considerably exceeded what would normally be required in the telemarketing target's daily life.

(Prohibited Acts in Telemarketing Sales)

Article 64 Acts specified by order of the competent ministry referred to in Article 22, paragraph (1), item (v) of the Act are acts prescribed in the following items:

- (i) an act of soliciting a sales contract or a service contract pertaining to telemarketing sales in ways that makes a person feel annoyed or an act of preventing a person from withdrawing the offer for the sales contract or service contract or cancelling the sales contract or service contract pertaining to telemarketing sales in ways that makes the person feel annoyed;
- (ii) an act of having a young person, elderly person or any other person to conclude a sales contract or a service contract pertaining to telemarketing sales, by taking advantage of the impaired judgment of the person;
- (iii) an act of soliciting a contract that is deemed inappropriate in light of the telemarketing target's knowledge, experience, and asset situation (excluding those prescribed in Article 22, paragraph (1), item (iv) of the Act);
- (iv) an act of having a person provide false information concerning age, occupation, or other particulars in a document pertaining to the contract, when concluding a sales contract or a service contract pertaining to telemarketing sales;
- (v) conducting any of the following acts for the purpose of having a counterparty to a sales contract or service contract pertaining to a telemarketing sale perform obligations under the contract:

- (a) an act of having the counterparty to a sales contract or service contract pertaining to a telemarketing sale make false statements on matters related to the counterparty's annual income, deposits and savings or loan status or any other ability to pay; or
- (b) an act of soliciting the counterparty to a sales contract or service contract pertaining to a telemarketing sale, in a way that makes the counterparty feel annoyed, for the purpose of having the counterparty conclude the contract stipulating the receipt of monies subject to the intermediation of individual credit purchases prescribed in Article 35-3-3, paragraph (1) of the Installment Sales Act or a contract for a money loan, or withdraw deposits and savings;
- (vi) having the purchaser use the goods or use or consume the goods in whole in part in order to prevent cancellation of a sales contract for goods specified by Cabinet Order referred to in Article 26, paragraph (5), item (i) of the Act, when concluding the sales contract; and
- (vii) conducting any of the following acts in providing information that should be described in a document to be delivered pursuant to the provisions of Article 18, paragraph (1) (or in the case of application, *mutatis mutandis* pursuant to Article 19, paragraph (3) of the Act, a document to be delivered pursuant to the provisions of paragraph (1) or (2) of the same Article), by an electronic or magnetic means pursuant to the provisions of Article 18, paragraph (2) of the Act (including as applied *mutatis mutandis* pursuant to Article 19, paragraph (3) of the Act), or providing information that should be described in a document and that is notified pursuant to the provisions of Article 20, paragraph (1) of the Act, by an electronic or magnetic means pursuant to the provisions of paragraph (2) of the same Article:
 - (a) an act of proceeding with procedures for provision of information by an electronic or magnetic means, for a customer, or a purchaser or service recipient who has expressed the intention not to receive provision of information by an electronic or magnetic means;
 - (b) an act of misrepresenting information that would affect the decision of a customer, or a purchaser or service recipient (excluding the acts prescribed in Article 21, paragraph (1) of the Act);
 - (c) an act of using intimidation to overwhelm a person (excluding the acts prescribed in Article 21, paragraph (3) of the Act);
 - (d) an act of giving an economic advantage;
 - (e) an act of collecting an expense or otherwise giving an economic disadvantage in connection with delivery of a document under Article 18, paragraph (1) of the Act, or Article 19, paragraph (1) or (2) of the Act, or with notice using a document under Article 20, paragraph (1) of the Act (excluding the act set forth in (d));

- (f) an act of having an undue influence on a customer, or a purchaser or service recipient by deception or other wrongful means in conducting the confirmation referred to in Article 50, paragraph (3) or Article 60, paragraph (3);
- (g) an act of providing information by an electronic or magnetic means to a customer, or a purchaser or service recipient without conducting the confirmation referred to in Article 50, paragraph (3) or Article 60, paragraph (3), or to a customer, or a purchaser or service recipient for whom the confirmation cannot be conducted;
- (h) an act of acting for a customer, or a purchaser or service recipient to give consent or receive information to be provided by an electronic or magnetic means, by deception or other wrongful means; or
- (i) beyond what are set forth in (a) through (h) above, an act of having a customer, or a purchaser or service recipient to give consent or receive information to be provided by an electronic or magnetic means against the person's will.

(Person Specified by Order of the Competent Ministry Referred to in Article 23-2, Paragraph (1) of the Act)

Article 65 The person specified by order of the competent ministry referred to in Article 23-2, paragraph (1) of the Act is to be a person who plays the leading role in performing the business activities that have become subject to an order for suspension pursuant to the provisions of the first sentence of Article 23, paragraph (1) of the Act.

(Delivery of a Document after Withdrawal of Offer for Contract is Prevented)

Article 66 (1) The document referred to in the proviso to Article 24, paragraph (1) of the Act must include the following particulars:

- (i) the selling price of the goods or rights or the price for the services;
- (ii) the fact that the offeror or counterparty may withdraw the offer for the sales contract or the service contract or cancel the sales contract or service contract in writing or by an electronic or magnetic record within eight days from the date on which the relevant document is received, pursuant to the provisions of the proviso to Article 24, paragraph (1) of the Act;
- (iii) particulars concerning the provisions of Article 24, paragraphs (2) through (7) of the Act;
- (iv) the fact that if the offer for the sales contract is withdrawn, or the sales contract is canceled, and the charges for the goods or rights have been paid, the seller will promptly return the total amount of those charges to the offeror or counterparty;
- (v) the name, address, and telephone number of the seller or the service

- provider, and if the seller or the service provider is the juridical person; the name of its representative;
- (vi) the name of the person who offers or concludes the sales contract or the service contract;
 - (vii) the date on which the sales contract or the service contract is offered or concluded;
 - (viii) the name of the goods and the trademark or the name of the manufacturer of the goods;
 - (ix) the model number or type of goods (in the case of rights or services; the type of rights or services); and
 - (x) quantity of the goods.
- (2) The document must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.
- (3) When providing the information in the document, the details prescribed in paragraph (1), items (ii) through (iv) must be provided in red letters within the red frame.
- (4) The document to be delivered pursuant to the provisions of preceding three paragraphs must be provided in accordance with Form 1.
- (5) When a seller or a service provider delivers the document referred to in the proviso to Article 24, paragraph (1) of the Act to the offeror or counterparty, the seller or the service provider must immediately inform the offeror or counterparty of the details prescribed in paragraph (1), items (ii) through (iv) after confirming that the offeror or counterparty has read through the relevant document.

Section 5 Miscellaneous Provisions

(If the Provision of Services Has Been Undertaken Immediately After the Conclusion of the Contract)

Article 67 The cases specified by order of the competent ministry referred to in Article 26, paragraph (3) of the Act are to be those set forth in the following items:

- (i) the case where all of the provision of services has been undertaken immediately after the conclusion of the service contract; and
- (ii) the case where all of the provision of services is to be undertaken immediately after the conclusion of the service contract, and only part thereof has been undertaken due to a request of the service recipient.

Chapter II Multilevel Marketing Transactions

(Specified Profits)

Article 68 The requirement specified by order of the competent ministry referred to in Article 33, paragraph (1) of the Act is any of the following requirements:

- (i) profits coming from resale of the goods, sale of goods entrusted to another person (meaning the goods referred to in Article 33, paragraph (1) of the Act; the same applies hereinafter in this chapter except the following Article, Article 70, Article 73, Article 80, and Article 90), or from transaction fees paid by another person that mediates the sale or another person that provides the similar services or mediates the provision of the services;
- (ii) profits coming from sale of the goods to another person that resells, sells goods entrusted to another person or mediates the sales of the goods, or from the provision of services to another person that provides the similar services or mediates the provision of the services; or
- (iii) when another person that resells, sells the goods entrusted to that person, or mediates the sales of the goods pays a transaction fee or purchases the goods, or when another person that provides the similar services, or mediates the provision of the services pays a transaction fee or pays the price for the services; profits coming from money and goods provided by a person other than that person.

(Important Matters for Multilevel Marketing Transactions)

Article 69 Particulars specified by order of the competent ministry referred to in Article 34, paragraph (1), item (i) of the Act are particulars prescribed in the following items:

- (i) the efficacy of the goods;
- (ii) the trademark or the name of the manufacturer of the goods;
- (iii) quantity of goods sold; and
- (iv) the effects of the services pertaining to the services or rights.

(Places Specified by Order of the Competent Ministry Referred to in Article 34, Paragraph (4) of the Act)

Article 70 Places specified by order of the competent ministry referred to in Article 34, paragraph (4) of the Act are places prescribed in the following items:

- (i) a business office;
- (ii) an agency;
- (iii) a street stall, a food stall, or any other similar store;
- (iv) beyond what is set forth in the preceding three items, a place similar to a store that displays and sells the goods for a specific period; and
- (v) a place where a vending machine or any other piece of equipment whereby sales contracts or service contracts are concluded is installed.

(Advertisements for Multilevel Marketing Transactions)

Article 71 Particulars specified by order of the competent ministry referred to in Article 35, item (iv) of the Act are as follows:

- (i) the name, address, and telephone number of the advertising supervisor, solicitor, or general distributors in multilevel marketing (in the case of a solicitor or a general distributor in multilevel marketing; the name, address, and telephone number of the supervisor pertaining to the multilevel marketing);
- (ii) when the supervisor, the solicitor, or the general distributor in multilevel marketing is a juridical person and places an advertisement using a means that uses an electronic data processing system; the name of the representative of the supervisor, the solicitor, or the general distributors in multilevel marketing or the person responsible for the sale concerning multilevel marketing;
- (iii) when the supervisor, the solicitor, or the general distributor in multilevel marketing is a foreign corporation or an individual domiciled in a foreign state and has its office, etc. in Japan; the location and telephone number of the office, etc.
- (iv) the name of the goods; and
- (v) when e-mail that advertises multilevel marketing transactions (meaning e-mail that advertises multilevel marketing transactions referred to in Article 36-3 paragraph (1), item (i) of the Act) is sent, the e-mail address of the supervisor, the solicitor, or the general distributor in multilevel marketing.

Article 72 (1) When an advertisement is placed for multilevel marketing transactions pursuant to the provisions of Article 35 of the Act, the purchase amount of the goods or payment amount for the services or the amount of transaction fees (if the payment for the purchase of goods, price for services is combined with a transaction fee; the total of the purchase amount of the goods, payment for the services and the amount of transaction fee) must be clearly indicated, with respect to the particulars referred to in item (ii) of that paragraph.

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

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

- indicated;
- (ii) beyond what is set forth in the preceding item, if there is a case where the specified profits are not paid in whole or in part, the relevant conditions must be indicated; and
 - (iii) when indicating the amount of money that can be received or any other indicator of the specified profit, grounds or explanations that enable accurate understanding of the potential specified profit must be indicated, such as indicating numerical data showing that people who actually receive the same level of specified profit as such indicator constitute a large proportion of persons that resell, sell goods entrusted to those persons, or mediates the sale of the goods or persons that provides the similar services or mediates the provision of the services pertaining to the multilevel marketing.

(Prohibition of Misleading Advertising)

Article 73 Particulars specified by order of the competent ministry referred to in Article 36 of the Act are as follows:

- (i) the type, performance, quality, or efficacy of the goods, the type, details, or effects of the services, or the type or details of the rights, or the type, details, or effects of the services pertaining to the rights;
- (ii) the place of origin or place of production, the trademark, or the name of manufacturer of the goods;
- (iii) particulars concerning the specified burden for the multilevel marketing transactions;
- (iv) particulars concerning the specified profits pertaining to the multilevel marketing;
- (v) involvement of the State, a local government, any famous juridical person or other organization, or a famous individual in the goods, the rights, or the services, the supervisor, the solicitor, or the general distributor in multilevel marketing, or the business operated by the supervisor, the solicitor, or the general distributor in multilevel marketing; and
- (vi) particulars concerning cancellation of a contract for multilevel marketing transactions pertaining to multilevel marketing (including matters prescribed in Article 40, paragraphs (1) through (3) of the Act and Article 40-2, paragraphs (1) through (5) of the Act).

(Case Specified by Order of the Competent Ministry Referred to in Article 36-3, Paragraph (1), Item (ii) of the Act)

Article 74 The case specified by order of the competent ministry referred to in Article 36-3, paragraph (1), item (ii) of the Act is to be any of the following cases:

- (i) the case of advertising by placing an advertisement in part of an electronic

- or magnetic record that is sent by an electronic or magnetic means at the request or with the consent of an advertising target; or
- (ii) the case of advertising on the occasion of provision of services by a person who provides services connected with the use of an electronic or magnetic means to a user on the condition that an advertisement is placed in part of an electronic or magnetic record to be sent by an electronic or magnetic means (including the case where a supervisor, a solicitor, or a general distributor in multilevel marketing is the person who provides services) (excluding the case of advertising on the occasion of the provision of services by inducing or forcing an user to use the services and cause an electronic or magnetic record to be sent).

(Preservation of Records)

Article 75 (1) The what is specified by order of the competent ministry referred to in Article 36-3, paragraph (3) of the Act is as follows:

- (i) if the consent has been obtained, or the request has been received, from an advertising target by a means that uses an electronic data processing system (excluding an electronic or magnetic means), a document, etc. showing that there was the consent or the request, for each consent or request; provided, however, that if a supervisor, a solicitor, or a general distributor in multilevel marketing has indicated template contents in order to obtain the consent or receive the request and uses a means by which, if the consent is obtained, or the request is received, information on the details of the consent or request is automatically edited as an electronic or magnetic record in a list, and if the indication of the template contents includes a statement that the computer operation constitutes consent or request to the recipient for sending e-mail that advertises multilevel marketing transactions, in a manner that can be easily perceived, a document, etc. showing the template contents indicated to obtain the consent or receive the request, and a document, etc. showing the period of indication of the description; or
- (ii) if the consent has been obtained, or the request has been received, from an advertising target by an electronic or magnetic means, document or any other means, a document, etc. showing that there was the consent or the request, for each consent or request; provided, however, that if a supervisor, a solicitor, or a general distributor in multilevel marketing has indicated template contents in order to obtain the consent or receive the request and uses a means by which, if the consent is obtained, or the request is received, information on the details of the consent or request is accurately edited as a document, etc. in a list, and if the indication of the template contents includes a statement that the transmission of an electronic or magnetic record by an electronic or magnetic means, the entry into a document or any

other relevant act constitutes consent or request to the recipient for sending e-mail that advertises mail order sales, in a manner that can be easily perceived, a document, etc. showing the template contents indicated to obtain the consent or receive the request, and a document, etc. showing the period of indication of the description.

- (2) The document, etc. referred to in the preceding paragraph must be preserved for three years from the day on which e-mail that advertises multilevel marketing transactions is sent to an advertising target.

(Indication of Means of Contact)

Article 76 The information specified by order of the competent ministry referred to in Article 36-3, paragraph (4) of the Act is any of the following matters, and the information must be indicated in the main text of the e-mail that advertises multilevel marketing transactions in a manner that can be easily perceived:

- (i) an e-mail address (limited to that which enables an advertisement target to manifest the intention not to receive e-mail that advertises multilevel marketing transactions); or
- (ii) characters, symbols or other codes, or a combination thereof for identification in an electronic data processing system (limited to those which enable an advertisement target to, by entering them into a computer and following the procedures indicated on the screen of the computer, manifest the intention not to receive e-mail that advertises multilevel marketing transactions), or what is equivalent thereto.

(Case Specified by Order of the Competent Ministry Referred to in Article 36-4, Paragraph (1), Item (ii) of the Act)

Article 77 The case specified by order of the competent ministry referred to in Article 36-4, paragraph (1), item (ii) of the Act is to be any of the following cases:

- (i) the case where e-mail that advertises multilevel marketing transactions of the party entrusting a contractor with e-mail that advertises its multilevel marketing transactions (meaning the party entrusting a contractor with e-mail that advertises its multilevel marketing transactions referred to in the main clause of Article 36-4, paragraph (1) of the Act; hereinafter the same applies) is sent by placing an advertisement in part of an electronic or magnetic record that is sent by an electronic or magnetic means at the request or with the consent of an advertising target; or
- (ii) the case where e-mail that advertises multilevel marketing transactions of the party entrusting a contractor with e-mail that advertises its multilevel marketing transactions is sent on the occasion of provision of services by a

person who provides services connected with the use of an electronic or magnetic means to a user on the condition that an advertisement is placed in part of an electronic or magnetic record to be sent by an electronic or magnetic means (including the case where a contractor entrusted with e-mail that advertises mail order sales (meaning a contractor entrusted with e-mail that advertises multilevel marketing transactions referred to in the main clause of Article 36-4, paragraph (1) of the Act) is the person who provides services) (excluding the case of advertising on the occasion of the provision of services by inducing or forcing an user to use the services and cause an electronic or magnetic record to be sent).

(Delivery of Documents in Multilevel Marketing Transactions)

Article 78 (1) A document to be delivered to a person who intends to bear the specified burden involved in multilevel marketing transactions pursuant to the provisions of Article 37, paragraph (1) of the Act must clearly indicate the following particulars pertaining to the multilevel marketing:

- (i) the name, address, and telephone number of the supervisor, and if the supervisor is the juridical person; the name of its representative;
- (ii) when the person conducting multilevel marketing is not the supervisor, the name, address, and telephone number of the person conducting multilevel marketing, and if the person conducting multilevel marketing is the juridical person; the name of its representative;
- (iii) important information concerning the type, performance, or quality of the goods (excluding rights to use a facility or to receive provision of services; the same applies in item (v)) or important information concerning the type or details of the rights or the services;
- (iv) the name of the goods;
- (v) important information concerning the selling price of the goods or rights, the date and method of delivery of the goods or transfer of the rights, or any other conditions for selling the goods or the rights, or important information concerning the price for the services, the date and method of providing the services, or any other conditions of providing the services;
- (vi) particulars concerning the specified profits pertaining to the multilevel marketing;
- (vii) particulars concerning the specified burden for the multilevel marketing transactions;
- (viii) requirements for cancellation of a contract and other important matters concerning contracts for the multilevel marketing;
- (ix) if the goods are sold or the services are provided through a means of the loan-backed sale prescribed in Article 2, paragraph (2) of the Installment Sales Act or through a means of provision connected with the intermediation

- of comprehensive credit purchases prescribed in paragraph (3) of the same Article or the intermediation of individual credit purchases prescribed in paragraph (4) of the same Article, a statement that the purchaser of the goods or the service recipient may duly assert against the loan provider, or the comprehensive credit purchase intermediary or the individual credit purchase intermediary any defense which has arisen against the loan-based installment seller, or the seller affiliated with the intermediation of comprehensive credit purchases, the seller affiliated with the intermediation of individual credit purchases, the service provider affiliated with the intermediation of comprehensive credit purchases, or the service provider affiliated with the intermediation of individual credit purchases pursuant to the provision of Article 29-4, paragraph (2) of the same Act (including as applied mutatis mutandis pursuant to the provisions of paragraph (3) of the same Article), or Article 30-4 of the same Act (including as applied mutatis mutandis pursuant to the provisions of Article 30-5, paragraph (1) of the same Act) or Article 35-3-19 of the same Act; and
- (x) particulars concerning the prohibited acts prescribed in Article 34 of the Act.
- (2) The document referred to in the preceding paragraph must indicate that a person must read through its contents very carefully, in red letters within the red frame.
- (3) The document referred to in paragraph 1 must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

Article 79 Particulars specified by order of the competent ministry referred to in Article 37, paragraph (2), item (v) of the Act are as follows:

- (i) the name, address, and telephone number of the supervisor, and if the supervisor is a juridical person; the name of its representative;
- (ii) if the person conducting multilevel marketing is not the supervisor, the name, address, and telephone number of the person conducting multi-level marketing, and if the person is the juridical person; the name of its representative;
- (iii) the date of the contract;
- (iv) particulars concerning trademarks, trade names, or other specific indications;
- (v) particulars concerning the specified profits pertaining to the multilevel marketing;
- (vi) if there are provisions on obligations other than the specified burden; the details of the provisions;
- (vii) if the goods are sold or the services are provided through a means of the loan-backed sale prescribed in Article 2, paragraph (2) of the Installment

Sales Act or through a means of provision connected with the intermediation of comprehensive credit purchases prescribed in paragraph (3) of the same Article or the intermediation of individual credit purchases prescribed in paragraph (4) of the same Article, a statement that the purchaser of the goods or the recipient of the services may duly assert against the loan provider, or the comprehensive credit purchase intermediary or the individual credit purchase intermediary any defense which has arisen against the loan-based installment seller, or the seller affiliated with the intermediation of comprehensive credit purchases, the seller affiliated with the intermediation of individual credit purchases, the service provider affiliated with the intermediation of comprehensive credit purchases, or the service provider affiliated with the intermediation of individual credit purchases pursuant to the provisions of Article 29-4, paragraph (2) of the same Act (including as applied mutatis mutandis pursuant to the provisions of paragraph (3) of the same Article), or Article 30-4 of the same Act (including as applied mutatis mutandis pursuant to the provisions of Article 30-5, paragraph (1) of the same Act) or Article 35-3-19 of the same Act; and (viii) particulars concerning the prohibited acts prescribed in Article 34 of the Act.

Article 80 (1) The document to be delivered by a person conducting multilevel marketing to the counterparty to the contract pursuant to the provisions of Article 37, paragraph (2) of the Act (hereinafter referred to as the "contract document " in this Article) must respectively include the details prescribed in the lower column of the following table with regard to the particulars prescribed in the upper column of that table.

Matters	Details
(1) Matters concerning the conditions of resale, consignment sale, or mediation of sale of the goods or the rights, or provision of the same kind of services, or mediation of provision of such services	(a) with regard to resale of the goods or the rights, the price of the goods or the rights to be purchased, the time and method of payment of the charge, the time and method of delivery of the goods or transfer of the rights, and where there are any other conditions of resale of the goods or the rights, the details of such conditions

	<p>(b) with regard to consignment sale of the goods or the rights, the price of the goods or the rights to be sold on consignment, the time and method of delivery of the goods or transfer of the rights, the time and method of delivery of the received payment, and where there are any other conditions of consignment sale of the goods or the rights, the details of such conditions</p> <p>(c) with regard to provision of the same kind of services, the consideration for the services, the time and method of its payment, and where there are any other conditions of provision of the same kind of services, the details of such conditions</p> <p>(d) with regard to mediation of sales of the goods or the rights or mediation of provision of such services, where there are any conditions of the mediation, the details of such conditions</p>
(2) Matters concerning the specified burden involved in the Multilevel Marketing Transactions	<p>(a) with regard to purchase of the goods, the supplier, the quantity, and the purchase amount of the goods, the time and method of payment of the amount, and the time and method of delivering the goods</p> <p>(b) with regard to purchase of the rights, the supplier and the purchase amount of the rights, the time and method of payment of the amount, and the time and method of transferring the rights</p> <p>(c) with regard to payment of the consideration for the services, the recipient and the amount of payment, the time and method of payment, and the time and method of providing the services</p> <p>(d) with regard to provision of a transaction fee, the recipient, the amount, and the nature of the fee, and the time and method of providing the fee</p> <p>(e) where part of the transaction fee is to be reimbursed, the conditions of the reimbursement</p>

<p>(3) Matters concerning cancellation of the contract under the provisions of Article 40, paragraph (1) of the Act (including matters concerning the provisions of paragraphs (2) and (3) of the same Article)</p>	<p>(a) statement that the new multilevel marketing distributor may cancel the contract in writing or by an electronic or magnetic record for a period until 20 days have passed from the date on which they received the contract document (or the date of the first delivery of the goods, where the specified burden pertaining to the contract relates to purchase of the goods to be resold and the date of the first delivery of the goods purchased under the contract was after the date on which they received the document)</p> <p>(b) statement that, notwithstanding the matter stated in (a), if the new multilevel marketing distributor had not canceled the contract pursuant to the provision of Article 40, paragraph (1) of the Act due to the supervisor's or the solicitor's act, in violation of the provision of Article 34, paragraph (1) of the Act, or the general multilevel marketing distributor's act, in violation of Article 34, paragraph (2) of the Act, of misrepresenting information concerning cancellation of multilevel marketing contract pursuant to the provision of Article 40, paragraph (1) of the Act, or due to being disturbed by the supervisor's, the solicitor's, or the general multilevel marketing distributor's act of intimidating the new multilevel marketing distributor in violation of the provision of Article 34, paragraph (3) of the Act, the new multilevel marketing distributor may cancel the contract in writing or by an electronic or magnetic record for a period until 20 days have passed from the date on which the new multilevel marketing distributor received the document referred to in Article 40, paragraph (1) of the Act, which has been issued by the supervisor, the solicitor, or the general multilevel marketing distributor pertaining to such multilevel marketing</p>
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	<p>(c) statement that, when there has been cancellation of the contract referred to in (a) or (b), the person conducting such multilevel marketing may not claim damages or demand payment of a penalty pertaining to the cancellation of the contract from the new multilevel marketing distributor</p> <p>(d) statement that the cancellation of the contract referred to in (a) or (b) takes effect when the document stating the intention to cancel the contract has been issued</p> <p>(e) statement that, when there has been cancellation of the contract referred to in (a) or (b), the person conducting such multilevel marketing bears the costs required for taking back any goods already delivered under the contract</p> <p>(f) statement that, where there has been cancellation of the contract referred to in (a) or (b), if the charge for the goods or the rights or the consideration for the services has already been paid, or if a transaction fee has already been provided, the person conducting such multilevel marketing promptly returns the full amount to the new multilevel marketing distributor</p>
<p>(4) Matters concerning cancellation of a multilevel marketing contract pertaining to goods under the provisions Article 40-2, paragraph (1) of the Act (including matters concerning the provisions of Article 40, paragraphs (2) through (5) of the Act)</p>	<p>(a) statement that, where 20 days have passed from the date on which the new multilevel marketing distributor received the contract document (or the date of the first delivery of the goods, where the specified burden pertaining to the contract relates to purchase of the goods to be resold and the date of the first delivery of the goods purchased under the contract was after the date on which they received the document), they may terminate the multilevel marketing contract</p>

(b) statement that, where a multilevel marketing contract has been canceled pursuant to the matter described in (a), the person conducting multilevel marketing may not demand that the new multilevel marketing distributor (limited to a person who has concluded the multilevel marketing contract within the past one year; hereinafter the same in this item) pays an amount of money that exceeds the total of the sum of costs normally required for concluding and performing a contract and the following amounts and the amount of the relevant delay damages based on the statutory interest rate

(i) the amount equivalent to the selling price of the goods delivered under the multilevel marketing contract (excluding those for which the contract concerning sales of goods [including the part of the multilevel marketing contract concerning sale of goods pertaining to the specified burden involved in the multilevel marketing transactions; hereinafter referred to as the "sales contract for goods" in this item] has been canceled pursuant to the provisions of Article 40-2, paragraph (2) of the Act)

(ii) the amount equivalent to the specified profit or other money and goods offered (limited to those concerning the goods pertaining to the sales contract for goods that was canceled pursuant to the provisions of Article 40-2, paragraph (2) of the Act)

(c) statement that, where a multilevel marketing contract has been canceled pursuant to the matter described in (a), if the person conducting multilevel marketing had already sold, etc. the goods pertaining to the multilevel marketing to the new multilevel marketing distributor prior to the cancellation, the new multilevel marketing distributor may cancel the sales contract for goods except in the following cases

(i) where 90 days have passed from the date of delivery of the goods (where the goods are the rights to use a facility or to receive provisions of services, the date of transfer of such rights; hereinafter the same applies in this item)

(ii) where the goods have been resold

(iii) where the goods have been used or consumed in whole or in part (except where the person who sold the goods pertaining to the multilevel marketing induced the new multilevel marketing distributor to use or consume in whole or in part of the goods)

(iv) cases specified in Article 23 of the Order

(d) statement that, where a sales contract for goods has been canceled pursuant to the matter described in (c), the person conducting multilevel marketing may not demand that the new multilevel marketing distributor pays an amount of money that exceeds the total of the amount specified in (i) if the case falls under (i) or the amount specified in (ii) if the case falls under (ii) and the amount of the relevant delay damages based on the statutory interest rate

(i) if the goods were returned or if cancellation of the sales contract for goods was before the delivery of the goods the amount equivalent to one-tenth of the selling price of the goods
(ii) if the goods were not returned the amount equivalent to the selling price of the goods

(e) statement that, where a sales contract for goods has been canceled pursuant to the matter described in (c), the supervisor of the series of multilevel marketing activities pertaining to the goods is jointly and severally liable to performance of the obligations of the person who sold the goods that have arisen from such r cancellation

	(f) where there are any special provisions on cancellation of a multilevel marketing contract or a sales contract for goods, the details of such provisions
(5) Matters concerning cancellation of a multilevel marketing contract pertaining to services under the provisions of Article 40-2, paragraph (1) of the Act (including matters concerning the provisions of Article 40, paragraphs (2) through (5) of the Act)	<p>(a) statement that, where 20 days have passed from the date on which the new multilevel marketing distributor received the contract document, they may terminate the multilevel marketing contract</p> <p>(b) statement that, where a multilevel marketing contract has been canceled pursuant to the matter described in (a), the person conducting multilevel marketing distributor pays an amount of money that exceeds the total of costs normally required for concluding and performing a contract, the amount equivalent to the consideration for the services offered under the multilevel marketing contract, and the amount of the relevant delay damages based on the statutory interest rate</p> <p>(c) where there are any special provisions concerning cancellation of a multilevel marketing contract, the details of such provisions</p>
(6) Matters concerning trademarks, trade names, or other specific indications	<p>(a) trademarks, trade names, or other specific indications to be used</p> <p>(b) where there are requirements for use of the indications, the details of such requirements</p> <p>(c) where use of any trademarks, trade names, or other specific indications is prohibited, a statement to the effect</p>
(7) Matters concerning the specified profits	(a) the percentage amount of specified profit that can be received in the amount of proceeds from selling the goods or the rights to another person engaged in the resale, consignment sale, or mediation of sales of the goods or the rights or in the amount of consideration received from providing the services to another person engaged in providing the same kind of services, or mediation of provision of such services, and the method for calculating any other specified profits

	(b) beyond what is set forth in (a), when there is a case where the specified profit is not paid in whole or in part, the conditions for such a case (c) beyond what is set forth in (a) and (b), the time and method of payment of the specified profit and other conditions of payment of the specified profit
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- (2) The document must indicate that a person must read through its contents very carefully, in red letters within the red frame.
- (3) The document must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.
- (4) When providing the information in the document, the details prescribed in the lower column of table (3) referred to in paragraph (1) must be provided in red letters within the red frame.

(Electronic or Magnetic Means for Delivery of a Document That Must Be Delivered Pursuant to the Provisions of Article 37, Paragraph (1) or (2) of the Act)

Article 81 (1) The electronic or magnetic means referred to in Article 37, paragraph (3) of the Act is as follows:

- (i) a means that uses an electronic data processing system (meaning an electronic data processing system that connects a computer used by a person conducting multilevel marketing and a computer used by a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions via a telecommunications line; the same applies in Article 84) and that is set forth in (a) or (b) below:
 - (a) a means sending information via a telecommunications line connecting a computer used by a person conducting multilevel marketing and a computer used by a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions, and recording it in a file stored on the computer used by the person who intends to bear a specified burden involved in multilevel marketing transactions or the counterparty to multilevel marketing transactions; or
 - (b) a means making information that should be described in a document and that has been recorded in a file stored on a computer used by a person conducting multilevel marketing available via a telecommunications line for inspection by a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel

- marketing transactions, and recording the information in a file stored on a computer used by the person who intends to bear a specified burden involved in multilevel marketing transactions or the counterparty to multilevel marketing transactions; or
- (ii) a means delivering a file prepared by using an electronic or magnetic recording medium in which information that should be described in a document is recorded.
- (2) The means set forth in the preceding paragraph must conform to the following requirements:
- (i) the means enables a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions to prepare a document by outputting what has been recorded in a file;
- (ii) measures are taken to confirm that there is no alteration in information that should be described in a document and that has been recorded in a file; and
- (iii) in the case of the means set forth in item (1)(b) of the preceding paragraph, the means informs a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions that information that should be described in a document and that has been recorded in a file will be or has been recorded in a file stored on a computer used by a person conducting multilevel marketing.
- (3) If, in place of delivery of a document under Article 37, paragraph (1) or (2) of the Act, a person conducting multilevel marketing provides information that should be described in the document by using the means set forth in paragraph (1), the person conducting multilevel marketing must indicate the information in a manner that enables a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions to read the information clearly.

(Type and Details of Electronic or Magnetic Means for Delivery of a Document That Must Be Delivered Pursuant to the Provisions of Article 37, Paragraph (1) or (2) of the Act)

Article 82 The type and details of an electronic or magnetic means that is to be indicated pursuant to the provisions of Article 21, paragraph (1) of the Order are as follows:

- (i) a means set forth in paragraph (1) of the preceding Article that is used by a person conducting multilevel marketing; and
- (ii) the format for recording information into a file.

(Explanation and Confirmation in Obtaining the Consent Under Article 37,

Paragraph (3) of the Act)

Article 83 (1) When indicating the information set forth in the preceding Article, a person conducting multilevel marketing must explain the following matters (excluding the matter set forth in item (iii) in the case of providing the information that should be described in the document referred to in Article 37, paragraph (1) of the Act by the electronic or magnetic means prescribed in paragraph (3) of the same Article) to a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions:

- (i) that unless a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions gives the consent under Article 37, paragraph (3) of the Act after receiving the explanation referred to in this paragraph and the confirmation referred to in paragraph (3), the document referred to in paragraph (1) or (2) of the same Article will be delivered;
- (ii) that information provided by an electronic or magnetic means under Article 37, paragraph (3) of the Act is the information that should be described in the document referred to in paragraph (1) or (2) of the same Article and is important for a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions;
- (iii) in the case where the information that should be described in the document referred to in Article 37, paragraph (2) of the Act is provided by an electronic or magnetic means (limited to those set forth in Article 81, paragraph (1), item (i)) under Article 37, paragraph (3) of the Act, that the information will be deemed to have arrived at a counterparty to multilevel marketing transactions at the time when the information is recoded in a file stored on a computer used by the counterparty to multilevel marketing transactions and that when 20 days have passed from the day of recording, the counterparty to multilevel marketing transactions will no longer be able to cancel the multilevel marketing contract under Article 40, paragraph (1) of the Act; and
- (iv) that only if a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions uses on a daily basis a computer that is necessary for inspection of information to be provided by an electronic or magnetic means under Article 37, paragraph (3) of the Act (limited to a computer for which the figure obtained by dividing the figure of the maximum diameter of the screen expressed in the unit of centimeter by 2.54 and rounding off the decimal points to the nearest whole number is five or above; hereinafter the same applies in this Article) and can perform operations of the computer by oneself

- to receive the provision of information (meaning operations until the completion of the provision of information; the same applies in paragraph (3), item (i)), the person who intends to bear a specified burden involved in multilevel marketing transactions or the counterparty to multilevel marketing transactions may receive provision of information by an electronic or magnetic means under Article 37, paragraph (3) of the Act.
- (2) When giving the explanation referred to in the preceding paragraph, a person conducting multilevel marketing must use simple and easy expressions so that a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions can understand it.
- (3) After giving the explanation referred to paragraph (1), a person conducting multilevel marketing must confirm the following matters:
- (i) a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions can perform by oneself operations necessary for inspection of information to be provided through transmissions of e-mail or by any other electronic or magnetic means under Article 37, paragraph (3) of the Act and uses on a daily basis a computer and an e-mail address (limited to the case where the information is provided via e-mail) that are necessary for the inspection;
 - (ii) a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions ensures cybersecurity for a computer that is necessary for inspection; and
 - (iii) Whether or not a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions wishes to have information to be provided by using an electronic or magnetic means under Article 37, paragraph (3) of the Act be sent via e-mail to a person designated by the person who intends to bear a specified burden involved in multilevel marketing transactions or the counterparty to multilevel marketing transactions in advance; and if the person or the counterparty so wishes, an e-mail address of the designated person.
- (4) When conducting the confirmation referred to in the preceding paragraph, a person conducting multilevel marketing must use a means in which a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions operates by oneself a computer used by the person or the counterparty on a daily basis and use a webpage, etc. prescribed in Article 2, item (i) of the Order of the person conducting multilevel marketing.
- (5) A person conducting multilevel marketing is to obtain the consent under

Article 37, paragraph (3) of the Act by having a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions enter the name of the person who intends to bear a specified burden involved in multilevel marketing transactions or the counterparty to multilevel marketing transactions and a statement to the effect that the person or the counterparty understood the content of the explanation referred to in paragraph (1), into the document, etc. referred to in Article 21, paragraph (1) of the Order. In this case, the person conducting multilevel marketing must not use a means entering symbols or any other means that cannot clarify the recognition of the person who intends to bear a specified burden involved in multilevel marketing transactions or the counterparty to multilevel marketing transactions on the consent.

- (6) If a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions demands sending of e-mail pursuant to the provisions of paragraph (3), item (iii), a person conducting multilevel marketing must send e-mail to a person designated by the person who intends to bear a specified burden involved in multilevel marketing transactions or the counterparty to multilevel marketing transactions in advance at the same time as provision of information by an electronic or magnetic means under Article 37, paragraph (3) of the Act.
- (7) If a person conducting multilevel marketing has obtained the consent under Article 37, paragraph (3) of the Act after conducting the explanation referred to in paragraph (1) and the confirmation referred to in paragraph (3), the person conducting multilevel marketing must deliver a document evidencing that the consent has been obtained (and if the consent has been obtained by using a document, including a copy of the document; hereinafter the same applies in this paragraph) to a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions by the time of provision of information by an electronic or magnetic means under Article 37, paragraph (3) of the Act; provided, however, that if the information that should be described in the document referred to in Article 37, paragraph (1) of the Act is provided by an electronic or magnetic means under paragraph (3) of the same Article, the person conducting multilevel marketing may provide the document evidencing that the consent has been obtained by an electronic or magnetic means.

(Obtaining Consent Using Information and Communications Technology for Delivery of a Document That Must Be Delivered Pursuant to the Provisions of Article 37, Paragraph (1) or (2) of the Act)

Article 84 (1) The means specified by order of the competent ministry referred to in Article 21, paragraph (1) of the Order is as follows:

- (i) a means that uses an electronic data processing system and that falls under any of (a) or (b) below:
 - (a) a means sending a statement to the effect that a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions gives the consent referred to in Article 21, paragraph (1) of the Order or the refusal referred to in paragraph (2) of the same Article (hereinafter referred to as the "consent, etc." in this paragraph) from a computer used by the person who intends to bear a specified burden involved in multilevel marketing transactions or the counterparty to multilevel marketing transactions to a computer used by a person conducting multilevel marketing via a telecommunications line, and recording the statement in a file stored on the computer used by the person conducting multilevel marketing; or
 - (b) a means making the type and details of the electronic or magnetic means set forth in Article 82 that have been recorded in a file stored on a computer used by a person conducting multilevel marketing available via a telecommunications line for inspection by a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions, and recording a statement to the effect that the consent, etc. is given, in a file stored on the computer; or
- (ii) a means delivering a file prepared by using an electronic or magnetic recording medium in which a statement to the effect that the consent, etc. is given has been recorded.
- (2) The means set forth in the preceding paragraph must be a means that enables a person conducting multilevel marketing to prepare a document by outputting what has been recorded in the file.

(Confirmation Under Article 21, Paragraph (3) of the Order)

Article 85 The confirmation under Article 21, paragraph (3) of the Order is to be conducted by confirming that the information has been recorded in a file stored on a computer used by a counterparty to multilevel marketing transactions, and that the information is in a state that enables inspection by the counterparty to multilevel marketing transactions, by telephone, a means that uses an electronic data processing system or any other means.

(Means Specified by Order of the Competent Ministry Referred to in Article 37, Paragraph (4) of the Act)

Article 86 The means specified by order of the competent ministry referred to in Article 37, paragraph (4) of the Act is to be the means set forth in Article 81, paragraph (1), item (ii).

(Prohibited Acts in Multilevel Marketing Transactions)

Article 87 Acts specified by order of the competent ministry referred to in Article 38, paragraph (1), item (iv) of the Act are acts prescribed in the following items:

- (i) an act of preventing a person from cancelling a multilevel marketing contract pertaining to the set of related multilevel marketing undertakings supervised by the supervisor (limited to a contract with an individual who sells or mediates a sale of goods or provides or mediates provision of services pertaining to the multilevel marketing by means other than through a store or other facility similar to these; hereinafter referred to as a "multilevel marketing contract pertaining to multilevel marketing" in this Article) in ways that makes the person feel annoyed;
- (ii) an act of inducing a relevant person to intentionally fail to disclose facts about, or misrepresent, the information set forth in the items of Article 34, paragraph (1) of the Act either in soliciting a person for concluding a multilevel marketing contract pertaining to multilevel marketing or in order to prevent the cancellation of a multilevel marketing contract pertaining to multilevel marketing;
- (iii) an act of inducing a relevant person to use intimidation to overwhelm a person in order to have the person conclude a multilevel marketing contract pertaining to multilevel marketing or in order to prevent the cancellation of a multilevel marketing contract pertaining to multilevel marketing;
- (iv) in the case where the person conducting multilevel marketing must deliver the document prescribed in Article 37, paragraph (1) or (2) of the Act, an act of inducing a relevant person not to deliver that document or to deliver a document that does not contain the information prescribed in paragraph (1) or (2) of the same Article or contains false information;
- (v) an act of having a young person, elderly person or any other person to conclude a multilevel marketing contract pertaining to multilevel marketing, by taking advantage of the impaired judgment of the person;
- (vi) an act of soliciting a contract that is deemed inappropriate in light of a counterparty to multilevel marketing transactions' knowledge, experience, and asset situation;
- (vii) an act of having a person provide false information concerning age, occupation or any other relevant matter in a document pertaining to a multilevel marketing contract pertaining to multilevel marketing when concluding the contract;
- (viii) conducting any of the following acts for the purpose of having a counterparty to a multilevel marketing contract pertaining to multilevel marketing perform obligations under the contract:

- (a) an act of having the counterparty to a multilevel marketing contract pertaining to multilevel marketing make false statements on matters related to the counterparty's annual income, deposits and savings or loan status or any other ability to pay;
- (b) an act of taking the counterparty to a multilevel marketing contract pertaining to multilevel marketing to a money lender's business office, bank branch or any other place similar thereto, against the counterparty's will; or
- (c) an act of soliciting the counterparty to a multilevel marketing contract pertaining to multilevel marketing, in a way that makes the counterparty feel annoyed, for the purpose of having the counterparty conclude the contract stipulating the receipt of monies subject to the intermediation of individual credit purchases prescribed in Article 35-3-3, paragraph (1) of the Installment Sales Act or a contract for a money loan, or withdraw deposits and savings;
- (ix) an act of a supervisor, a solicitor, or a general distributor in multilevel marketing, when obtaining the consent to, or receiving the request for, e-mail that advertises multilevel marketing transactions which is given or made through a transmission using a computer by a means that uses an electronic data processing system (excluding an electronic or magnetic means), failing to indicate, in a manner that can be easily perceived by a customer when the customer is performing an operation of a computer (limited to an operation constituting the consent to, or the request for, e-mail that advertises multilevel marketing transactions; the same applies in the following item), that the operation constitutes the consent to, or the request for, the e-mail that advertises multilevel marketing transactions, so that the consent would not be given or the request would not be made easily against the customer's will;
- (x) an act of a supervisor, a solicitor, or a general distributor in multilevel marketing, when obtaining the consent to, or receiving the request for, e-mail that advertises multilevel marketing transactions which is given or made through a transmission of an electronic or magnetic record by an electronic or magnetic means, entry into a document or any other relevant act, failing to indicate, in a manner that can be easily perceived by a customer, that the customer's transmission of an electronic or magnetic record by an electronic or magnetic means, entry into a document or any other relevant act constitutes the consent to, or the request for, the e-mail that advertises multilevel marketing transactions, so that the consent would not be given or the request would not be made easily against the customer's will, when giving an indication for obtaining the consent to or receiving the request for the e-mail that advertises multilevel marketing transactions;

- (xi) an act of a supervisor, a solicitor, or a general distributor in multilevel marketing entrusting all of the business activities set forth in the items of Article 36-3, paragraph (5) of the Act at once to a person who is committing an act in violation of any of the provisions of Article 36-4, paragraph (1) of the Act, and Article 36-3, paragraphs (2) through (4) of the Act, as applied *mutatis mutandis* pursuant to Article 36-4, paragraph (2) of the Act; and
- (xii) conducting any of the following acts in providing information that should be described in a document to be delivered pursuant to the provisions of Article 37, paragraph (1) or (2) of the Act by an electronic or magnetic means pursuant to the provisions of paragraph (3) of the same Article:
 - (a) an act of proceeding with procedures for provision of information by an electronic or magnetic means, for a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions who has expressed the intension not to receive provision of information by an electronic or magnetic means;
 - (b) an act of misrepresenting information that would affect the decision of a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions (excluding the acts prescribed in Article 34, paragraph (1) of the Act);
 - (c) an act of using intimidation to overwhelm a person (excluding the acts prescribed in Article 34, paragraph (3) of the Act);
 - (d) an act of giving an economic advantage;
 - (e) an act of collecting an expense or otherwise giving an economic disadvantage in connection with delivery of a document under Article 37, paragraph (1) or (2) of the Act (excluding the act set forth in (d));
 - (f) an act of having an undue influence on a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions by deception or other wrongful means in conducting the confirmation referred to in Article 83, paragraph (3);
 - (g) an act of providing information by an electronic or magnetic means to a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions without conducting the confirmation referred to in Article 83, paragraph (3) or to a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions for whom the confirmation cannot be conducted;
 - (h) an act of acting for a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to

multilevel marketing transactions to give consent or receive information to be provided by an electronic or magnetic means, by deception or other wrongful means; or

- (i) beyond what are set forth in (a) through (h) above, an act of having a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions to give consent or receive information to be provided by an electronic or magnetic means against the person's or the counterparty's will.

(Corporation Specified by Order of the Competent Ministry Referred to in Article 7 of the Order, as Applied Mutatis Mutandis Pursuant to Article 22 of the Order)

Article 88 The provisions of Article 20 apply mutatis mutandis to the corporation specified by order of the competent ministry prescribed in Article 7 of the Order, as applied mutatis mutandis pursuant to Article 22 of the Order following the deemed replacement of terms. In this case, the term "a seller or a service provider" in Article 20, paragraph (1) is deemed to be replaced with "a supervisor, a solicitor, or a general distributor in multilevel marketing."

(Person Specified by Order of the Competent Ministry Referred to in Article 39-2 of the Act)

Article 89 (1) The person specified by order of the competent ministry referred to in Article 39-2, paragraph (1) of the Act is to be a person who plays the leading role in performing the business activities that have become subject to an order for suspension pursuant to the provisions of the first sentence of Article 39, paragraph (1) of the Act.

(2) The person specified by order of the competent ministry referred to in Article 39-2, paragraph (2) of the Act is to be a person who plays the leading role in performing the business activities that have become subject to an order for suspension pursuant to the provisions of the first sentence of Article 39, paragraph (2) of the Act.

(3) The person specified by order of the competent ministry referred to in Article 39-2, paragraph (3) of the Act is to be a person who plays the leading role in performing the business activities that have become subject to an order for suspension pursuant to the provisions of the first sentence of Article 39, paragraph (3) of the Act.

(Delivery of a Document after Cancellation of Contract for Multilevel Marketing Transaction is Prevented)

Article 90 (1) The document to be delivered pursuant to the provisions of Article

40, paragraph (1) must include the following information:

- (i) details of the contract for multilevel marketing transaction;
 - (ii) a statement that the new distributor in multilevel marketing may cancel the contract for multilevel marketing transaction in writing or by an electronic or magnetic record within 20 days from the date on which the multilevel marketing affiliate receives the document pursuant to the provisions of Article 40, paragraph (1) of the Act;
 - (iii) particulars concerning the provisions of the second sentence of paragraph (1), and paragraph (2), and paragraph (3) of Article 40 of the Act;
 - (iv) a statement that if the multilevel marketing contract is canceled, and the charges for the goods or rights, or the consideration for the services pertaining to the multilevel marketing contract have been paid, or the transaction fees pertaining to the multilevel marketing contract have been provided, the person conducting multilevel marketing will promptly return the total amount of those money to the new distributor in multilevel marketing;
 - (v) the name, address, and telephone number of the supervisor, and if the supervisor is the juridical person; the name of its representative;
 - (vi) when the person conducting multilevel marketing is not the supervisor, the name, address, and telephone number of the person conducting multilevel marketing, and if the person conducting multilevel marketing is the juridical person; the name of its representative; and
 - (vii) the date of the contract.
- (2) The document must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.
- (3) When providing the information in the document, the details prescribed in paragraph (1), items (ii) and (iii) must be provided in red letters within the red frame.
- (4) The document to be delivered pursuant to the provisions of preceding three paragraphs must be provided in accordance with Form 2.
- (5) When a supervisor, a solicitor, or a general distributor in multilevel marketing delivers the document referred to in Article 40, paragraph (1) of the Act to a new distributor in multilevel marketing, they must immediately inform the new distributor in multilevel marketing of the details prescribed in paragraph (1), items (ii) through (iv) after confirming that the new distributor in multilevel marketing has read through the document.

Chapter III Provision of Specified Continuous Services

(Means Specified by Order of the Competent Ministry Referred to in Row 2 of Appended Table 4 of the Order)

Article 91 The means specified by order of the competent ministry referred to in row 2 of Appended Table 4 of the Order are to be the means provided in the respective items for the matters set forth in the following items:

- (i) hair removal: a means applying light or sending electric current through a needle;
- (ii) removal of pimples, spots, freckles, moles, tattoos or any other things attached to skin, or activation of skin: a means applying light or sound waves, using a medical agent, or utilizing stimulation generated by a device;
- (iii) mitigation of skin wrinkles or sagging: a means using a medical agent or inserting threads;
- (iv) reduction of fat: a means applying light or sound waves, using a medical agent, or utilizing stimulation generated by a device; and
- (v) teeth whitening: a means applying a teeth whitener

(Delivery of Documents in Provision of Specified Continuous Services)

Article 92 (1) The document containing the outline of a specified continuous service or sales contract to be delivered to a person who intends to receive the provision of specified continuous service or a person who intends to purchase rights to receive the provision of specified continuous services pursuant to the provisions of Article 42, paragraph (1) of the Act must clearly indicate the following information pertaining to the specified continuous service or sales contract:

- (i) the following information; in the case of a contract for provision of specified continuous service:
 - (a) the name, address, and telephone number of the service provider, and if the service provider is a juridical person; the name of its representative;
 - (b) details of the services to be offered;
 - (c) if there are goods that need to be purchased by the person that intends to receive the service when the service is provided; the name, type, and quantity of the goods;
 - (d) the estimated amounts of the price for the services and those that must be paid by the person who intends to use the service;
 - (e) the date and method of payment of the money specified in (d);
 - (f) the length of the services;
 - (g) particulars concerning cancellation of the contract for provision of specified continuous service pursuant to the provisions of Article 48, paragraph (1) of the Act (including particulars concerning the provisions of paragraphs (2) through (7) of that Article);
 - (h) particulars concerning cancellation of the contract for provision of specified continuous service pursuant to the provisions of Article 49, paragraph (1) of the Act (including particulars concerning the provisions of

- paragraphs 2, 5, and 6 of that Article);
- (i) if the services are provided through a means of the loan-backed sale prescribed in Article 2, paragraph (2) of the Installment Sales Act or through a means of provision connected with the intermediation of comprehensive credit purchases prescribed in paragraph (3) of the same Article or the intermediation of individual credit purchases prescribed in paragraph (4) of the same Article, a statement that the service recipient may duly assert against the loan provider, or the comprehensive credit purchase intermediary or the individual credit purchase intermediary any defense which has arisen against the loan-based installment seller, or the service provider affiliated with the intermediation of comprehensive credit purchases or the service provider affiliated with the intermediation of individual credit purchases pursuant to the provision of Article 29-4, paragraph (2) of the same Act (including as applied *mutatis mutandis* pursuant to the provisions of paragraph (3) of the same Article), or Article 30-4 of the same Act (including as applied *mutatis mutandis* pursuant to the provisions of Article 30-5, paragraph (1) of the same Act) or Article 35-3-19 of the same Act;
 - (j) when conducting a prepaid transaction pertaining to provision of specified continuous service (meaning a transaction pertaining to provision of specified continuous service where the money exceeding 50,000 yen is received from the counterparty prior to the provision of specified continuous service; the same applies hereinafter), a statement of whether or not the measure for securing the advance payment pertaining to the prepaid transaction is taken, and if the measure for securing it is taken; the details of the measure; and
 - (k) if there are special provisions, the details of the provisions.
- (ii) the following information in the case of a sales contract for specified right:
- (a) the name, address, and telephone number of the seller, and if the seller is the juridical person; the name of its representative;
 - (b) details of the services that are available through the exercise of the rights;
 - (c) if there are goods that need to be purchased by the person who intends to purchase the right to receive the provision of specified continuous services when the services are provided by exercising the right; the name, type, and quantity of the goods;
 - (d) the estimated amounts of the selling price of the rights and any other money that must be paid by the person intends to purchase the rights to receive the provision of specified continuous services;
 - (e) the payment date and method for the money specified in (d);
 - (f) the length of the services that are available through the exercise of the

- rights;
- (g) particulars concerning cancellation of the sales contract for specified rights pursuant to the provisions of Article 48, paragraph (1) of the Act (including particulars concerning the provisions of paragraphs (2) through (7) of that Article);
 - (h) particulars concerning cancellation of the sales contract for specified rights pursuant to the provisions of Article 49, paragraph (3) of the Act (including particulars concerning the provisions of paragraphs (4) through (6) of that Article);
 - (i) if the rights are sold through a means of the loan-backed sale prescribed in Article 2, paragraph (2) of the Installment Sales Act or through a means of sale connected with the intermediation of comprehensive credit purchases prescribed in paragraph (3) of the same Article or the intermediation of individual credit purchases prescribed in paragraph (4) of the same Article, a statement that the purchaser of the right to receive the provision of specified continuous services may duly assert against the loan provider, or the comprehensive credit purchase intermediary or the individual credit purchase intermediary any defense which has arisen against the loan-based installment seller, or the seller affiliated with the intermediation of comprehensive credit purchases or the seller affiliated with the intermediation of individual credit purchases pursuant to the provisions of Article 29-4, paragraph (2) of the same Act (including as applied *mutatis mutandis* pursuant to the provisions of paragraph (3) of the same Article), or Article 30-4 of the same Act (including as applied *mutatis mutandis* pursuant to the provisions of Article 30-5, paragraph (1) of the same Act) or Article 35-3-19 of the same Act;
 - (j) where there are special provisions, the details of the provisions.
- (2) The document referred to in the preceding paragraph must indicate that a person must read through its contents very carefully, in red letters within the red frame.
- (3) The document referred to in paragraph (1) must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

Article 93 (1) Particulars specified by order of the competent ministry referred to in Article 42, paragraph (2), item (i) of the Act are as follows:

- (i) the type of services;
 - (ii) the form or method of offering the services;
 - (iii) hours or numbers of the service, or grand total of the relevant numbers;
- and
- (iv) if there are special provisions concerning the qualification, ability, etc. of

- the person conducting the treatment, the lecturer, or any other person directly offering the services; the details of the provisions.
- (2) Particulars specified by order of the competent ministry referred to in Article 42, paragraph (2), item (vii) of the Act are as follows:
- (i) the name, address, and telephone number of the service provider, and if the service provider is the juridical person; the name of its representative;
 - (ii) the name of the person concludes the contract for provision of specified continuous service;
 - (iii) the date on which the contract for provision of specified continuous services is concluded;
 - (iv) if there are goods that need to be purchased by the person that intends to receive the services; the type and quantity of the goods;
 - (v) if the services are provided through a means of the loan-backed sale prescribed in Article 2, paragraph (2) of the Installment Sales Act or through a means of provision connected with the intermediation of comprehensive credit purchases prescribed in paragraph (3) of the same Article or the intermediation of individual credit purchases prescribed in paragraph (4) of the same Article, a statement that the service recipient may duly assert against the loan provider or the comprehensive credit purchase intermediary or the individual credit purchase intermediary any defense which has arisen against the loan-based installment seller, or the service provider affiliated with the intermediation of comprehensive credit purchases or the service provider affiliated with the intermediation of individual credit purchases pursuant to the provision of Article 29-4, paragraph (2) of the same Act (including as applied *mutatis mutandis* pursuant to the provisions of paragraph (3) of the same Article), or Article 30-4 of the same Act (including as applied *mutatis mutandis* pursuant to the provisions of Article 30-5, paragraph (1) of the same Act) or Article 35-3-19 of the same Act;
 - (vi) when conducting a prepaid transaction pertaining to the provision of specified continuous service; a statement of whether or not a measure to secure the advance payment is taken, and if the measure is taken; the details of the measure;
 - (vii) if there are goods that need to be purchased by the service recipient when the service is provided; the name, address, and telephone number of the person selling the goods, and if a person is a juridical person; the name of its representative; and
 - (viii) if there are special provisions, the details of the provisions.

Article 94 (1) Information specified in Article 42, paragraph (2), items (ii), (v), and (vi) of the Act to be provided in the document to be delivered pursuant to the provisions of that paragraph (hereinafter referred to as the "contract

document " in this Article) must respectively include the details prescribed in the lower column of the following table according to the classification prescribed in the upper column of that table.

(1) The consideration for the services and any other amount of money that must be paid by the service recipient	A detailed statement and the total amount of any enrollment fee, entrance fee, lesson fee, or other consideration for the services, facility maintenance fee, examination fee for an entrance test, the price of any goods that need to be purchased by the service recipient upon provision of the services, and any other expense items
(2) Matters concerning cancellation of a contract for provision of specified continuous service under the provisions of Article 48, paragraph (1) of the Act (including matters concerning the provisions of paragraphs 2 through 7 of that Article)	(a) statement that the person who receives provision of specified continuous services may cancel the contract for provision of specified continuous service in writing or by an electronic or magnetic record for a period until eight days have passed from the date on which the person who receives provision of specified continuous services received the contract document

(b) statement that, notwithstanding the matter stated in (a), if the person who receives provision of specified continuous service had not cancelled the contract for provision of specified continuous service pursuant to the provisions of Article 48, paragraph (1) of the Act due to being misled by the service provider's act of misrepresenting information concerning cancellation of the contract for provision of specified continuous service pursuant to the provisions of Article 48, paragraph (1) of the Act, in violation of the provisions of Article 44, paragraph (1) of the Act, or due to being disturbed by the service provider's act of intimidating the person who receives provision of specified continuous service in violation of the provisions of Article 44, paragraph (3) of the Act, the person who receives provision of specified continuous services may cancel the contract for provision of specified continuous service in writing or by an electronic or magnetic record for a period until eight days have passed from the date on which the person who receives provision of specified continuous service received the document referred to in Article 48, paragraph (1) of the Act, which has been issued by the service provider

(c) statement that the cancellation of the contract referred to in (a) or (b) must take effect when the person who receives provision of specified continuous service issues the document or notice using an electronic or magnetic record pertaining to the cancellation of the contract

(d) statement that, when there has been cancellation of the contract referred to in (a) or (b), the service provider may not claim damages or demand payment of a penalty pertaining to the cancellation of the contract from the person who receives provision of specified continuous service

(e) statement that, where there has been cancellation of the contract referred to in (a) or (b), the service provider may not claim payment of the consideration for the service pertaining to the contract for provision of specified continuous service or any other money from the person who receives provision of specified continuous service even if the service has already been provided based on the contract for provision of specified continuous service

(f) statement that, where there has been cancellation of the contract referred to in (a) or (b), if the service provider has already received any money in association with the contract for provision of specified continuous service, it must promptly return the full amount to the person who receives provision of specified continuous service

(g) statement that, where there has been cancellation of the contract referred to in (a) or (b), if the service provider sells, acts as an agent for sale, or intermediates the sale of the related goods, the person who receives provision of specified continuous service may also cancel the sales contract for related goods

(h) where the request for the cancellation referred to in (g) is to be made with a person other than the service provider, a statement to the effect and the person with which the request should be made

(i) statement that the cancellation of the contract referred to in (g) must take effect when the document or notice using an electronic or magnetic record pertaining to cancellation of the contract is issued

(j) statement that, where there has been cancellation of the contract referred to in (g), the person who sold the related goods may not claim compensation for damage or demand payment of a penalty pertaining to the cancellation of the contract from the person who receives provision of specified continuous service

	<p>(k) statement that, where there has been cancellation of the contract referred to in (g), the person who sold the related goods must bear the costs required for taking back any goods already delivered under the sales contract for related goods</p> <p>(l) statement that, where there has been cancellation of the contract referred to in (g), if the person who sold the related goods has already received any money in association with the sales contract for related goods, it must promptly return the full amount to the person who receives provision of specified continuous service</p>
<p>(3) Matters concerning cancellation of a contract for provision of specified continuous service under the provisions of Article 49(1) of the Act (including matters concerning the provisions of Paragraphs 2, 5, and 6 of the same Article)</p>	<p>(a) statement that, where eight days have passed from the date on which the person who receives provision of specified continuous service received the contract document, the person may terminate the contract for provision of specified continuous service</p> <p>(b) statement that, where there has been cancellation of the contract referred to in (a), the service provider may not demand that the person who receives provision of specified continuous service pays an amount of money that exceeds the total of the consideration for the service offered, the amount of damages normally caused by the cancellation or the amount of costs normally required for concluding and performing a contract, and the amount of the relevant delay damages, as well as the method of settling the consideration for the service offered</p> <p>(c) statement that, where there has been cancellation of the contract referred to in (a), if the service provider sells, acts as an agent for sale, or intermediates the sale of the related goods, the person who receives provision of specified continuous service may also cancel the sales contract for related goods</p>

	<p>(d) where the request for the cancellation referred to in (c) is to be made with a person other than the service provider, a statement to the effect and the person with which the request should be made</p> <p>(e) statement that, where there has been cancellation of the contract referred to in (c), the person who sold the related goods may not demand that the person who receives provision of specified continuous service pays an amount of money that exceeds the total of the amount equivalent to an ordinary royalty for the related goods (when an amount deducting the market value for the related goods at the time of their return from the amount equivalent to their selling price exceeds the amount equivalent to an ordinary royalty, the amount apply), the amount equivalent to the selling price of the related goods or the amount of costs normally required for concluding and performing a contract, and the amount of the relevant delay damages</p> <p>(f) where there are any special provisions concerning cancellation of a contract for provision of specified continuous service or a sales contract for related goods, the details of the provisions</p>
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(2) If the service provider intends to prohibit cancellation of the sales contract for the relevant goods pertaining to the contract for provision of specified continuous service when the goods fall under the relevant goods specified by Cabinet Order referred to in the proviso to Article 48, paragraph (2) of the Act and the goods have been used or consumed in whole or in part, the contract document must include the details prescribed in the following items in addition to the details prescribed in the lower column of table (ii) in the preceding paragraph:

- (i) the name of the goods and other information that can identify the relevant goods; and
- (ii) the fact that when the goods have been used or consumed in whole or in part, (except when the seller has induced the person who receives the provision of specified continuous service to use or consume the goods in whole or in part), the contract for provision of specified continuous service

may not be cancelled.

- (3) Particulars prescribed in the lower column of table (ii) referred to in paragraph (1) and the particulars prescribed in the preceding paragraph must be provided in red letters within the red frame.
- (4) The contract document must indicate that a person must read through its contents very carefully, in red letters within the red frame.
- (5) The contract document must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

Article 95 (1) Particulars specified by order of the competent ministry referred to in Article 42, paragraph (3), item (i) of the Act are as follows:

- (i) the type of the services that are available through the exercise of the rights;
 - (ii) the form or method of providing the services that are available through the exercise of the rights;
 - (iii) the number of hours, times, or grand total of the relevant number of the services that are available through the exercise of the rights; and
 - (iv) if there are special provisions concerning the qualification, ability, etc. of the person conducting the treatment, the lecturer, or any other person directly offering the services with respect to the services that are available through the exercise of the rights; the details of the provisions.
- (2) Particulars specified by order of the competent ministry referred to in Article 42, paragraph (3), item (vii) of the Act are as follows:
- (i) the name, address, and telephone number of the seller, and if a seller is a juridical person; the name of its representative;
 - (ii) the name of the person who concludes the sales contract for specified right;
 - (iii) the date on which the sales contract for specified right is concluded;
 - (iv) if there are goods that need to be purchased by the purchaser of the rights to receive the provision of specified continuous services when the services through the exercise of the rights are provided; the type and quantity of the goods;
 - (v) if the rights are sold through a means of the loan-backed sale prescribed in Article 2, paragraph (2) of the Installment Sales Act or through a means of sale connected with the intermediation of comprehensive credit purchases prescribed in paragraph (3) of the same Article or the intermediation of individual credit purchases prescribed in paragraph (4) of the same Article, a statement that the purchaser of the rights to receive the provision of specified continuous service may duly assert against the loan provider, or the comprehensive credit purchase intermediary or the individual credit purchase intermediary any defense which has arisen against the loan-based installment seller, or the seller affiliated with the intermediation of comprehensive credit purchases or the seller affiliated with the

intermediation of individual credit purchases pursuant to the provisions of Article 29-4, paragraph (2) of the same Act (including as applied mutatis mutandis pursuant to the provisions of paragraph (3) of the same Article), or Article 30-4 of the same Act (including as applied mutatis mutandis pursuant to the provisions of Article 30-5, paragraph (1) of the same Act) or Article 35-3-19 of the same Act;

- (vi) if there are goods that need to be purchased by the purchaser of the rights to receive the provision of specified continuous services when the services are provided; the name, address, and telephone number of the person selling the goods, and if a person is a juridical person; the name of its representative; and
- (vii) if there are special provisions; the details of the provisions.

Article 96 (1) Particulars prescribed in Article 42, paragraph (3), items (ii), (v), and (vi) of the Act to be provided in the document to be delivered pursuant to the provisions of that paragraph (hereinafter referred to as the "contract document " in this Article) must respectively include the details prescribed in the lower column of the following table according to the classification prescribed in the upper column of that table.

(1) The selling price of the rights and any other amount of money that must be paid by the purchaser of the rights to receive the provision of specified continuous service	A detailed statement and the total amount of the selling price of the rights, the price of any goods that need to be purchased by the purchaser of the rights to receive the provision of specified continuous service upon provision of the services through exercise of the rights, and any other expense items
(2) Matters concerning cancellation of a contract for provision of specified continuous service under the provisions of Article 48, paragraph (1) of the Act (including matters concerning the provisions of paragraphs 2 through 7 of that Article)	(a) statement that the purchaser of the rights to receive the provision of specified continuous service may cancel the contract for provision of specified continuous service in writing or by an electronic or magnetic record for a period until eight days have passed from the date on which the purchaser received the contract document

(b) statement that, notwithstanding the matter stated in (a), if the purchaser of the rights to receive the provision of specified continuous service had not cancelled the contract for provision of specified continuous service under the provisions of Article 48, paragraph (1) of the Act due to being misled by the seller's act of misrepresenting information concerning cancellation of the contract for provision of specified continuous service under the provisions of Article 48, paragraph (1) of the Act, in violation of the provisions of Article 44, paragraph (1) of the Act, or due to being disturbed by the seller's act of intimidating the purchaser of the rights to receive the provision of specified continuous service in violation of the provisions of Article 44, paragraph (3) of the Act, the purchaser of the rights to receive the provision of specified continuous service may cancel the contract for provision of specified continuous service in writing or by an electronic or magnetic record for a period until eight days have passed from the date on which the purchaser of the rights to receive the provision of specified continuous service received the document referred to in Article 48, paragraph (1) of the Act, which has been issued by the seller

(c) statement that the cancellation of the contract referred to in (a) or (b) must take effect when the purchaser of the rights to receive the provision of specified continuous service issues the document or notice using an electronic or magnetic record pertaining to the cancellation of the contract

(d) statement that, where there has been cancellation of the contract referred to in (a) or (b), the seller may not claim damages or demand payment of a penalty pertaining to the cancellation of the contract from the purchaser of the rights to receive the provision of specified continuous service

(e) statement that, when there has been cancellation of the contract referred to in (a) or (b), the seller must bear the costs required for returning any rights already transferred under the contract for provision of specified continuous service

(f) statement that, where there has been cancellation of the contract referred to in (a) or (b), the seller may not claim payment of the amount equivalent to the interests gained through exercising the rights from the purchaser of the rights to receive the provision of specified continuous service even if the service has already been provided through exercising the rights

(g) statement that, where there has been cancellation of the contract referred to in (a) or (b), if the seller has already received any money in association with the sales contract for specified right, it must promptly return the full amount to the purchaser of the rights to receive the provision of specified continuous service

(h) statement that, where there has been cancellation of the contract referred to in (a) or (b), if the seller sells, acts as an agent for sale, or intermediates the sale of the related goods, the purchaser of the rights to receive the provision of specified continuous service may also cancel the sales contract for related goods

	<p>(i) where the request for the cancellation referred to in (h) is to be made with a person other than the seller, a statement to the effect and the person with which the request should be made</p> <p>(j) statement that the cancellation of the contract referred to in (h) must take effect when the document or notice using an electronic or magnetic record pertaining to cancellation of the contract is issued</p> <p>(k) statement that, where there has been cancellation of the contract referred to in (h), the person who sold the related goods may not claim compensation for damages or demand payment of a penalty pertaining to the cancellation of the contract from the purchaser of the rights to receive the provision of specified continuous service</p> <p>(l) statement that, when there has been cancellation of the contract referred to in (h), the person who sold the related goods must bear the costs required for taking back any goods already delivered under the sales contract for related goods</p> <p>(m) statement that, where there has been cancellation of the contract referred to in (h), if the person who sold the related goods has already received any money in association with the sales contract for related goods, it must promptly return the full amount to the purchaser of the rights to receive the provision of specified continuous service</p>
<p>(3) Matters concerning cancellation of a sales contract for specified right under the provisions of Article 49, paragraph (3) of the Act (including matters concerning the provisions of paragraphs 4 through 6 of that Article)</p>	<p>(a) statement that, where eight days have passed from the date on which the purchaser of the rights to receive the provision of specified continuous service received the contract document, the purchaser may cancel the sales contract for specified right</p>

(b) statement that, where there has been cancellation of the contract referred to in (a), the seller may not demand that the purchaser of the rights to receive the provision of specified continuous service pays an amount of money that exceeds the total of the amount equivalent to the interests that can normally be gained through exercising the rights (when an amount deducting the market value for the rights at the time of their return from the amount equivalent to their selling price exceeds the amount equivalent to the interests that can normally be gained through exercising the rights, the amount applies), the amount equivalent to the selling price of the rights, the amount of costs normally required for concluding and performing a contract, and the amount of the relevant delay damages

(c) statement that, where there has been cancellation of the contract referred to in (a), if the seller sells, acts as an agent for sale, or intermediates the sale of the related goods, the purchaser of the rights to receive the provision of specified continuous service may also cancel the sales contract for related goods

(d) where the request for the cancellation referred to in (c) is to be made with a person other than the seller, a statement to the effect and the person with which the request should be made

	<p>(e) statement that, where there has been cancellation of the contract referred to in (c), the person who sold the related goods may not demand that the purchaser of the rights to receive the provision of specified continuous service pays an amount of money that exceeds the total of the amount equivalent to an ordinary royalty for the related goods (when an amount deducting the market value for the related goods at the time of their return from the amount equivalent to their selling price exceeds the amount equivalent to an ordinary royalty, the amount applies), the amount equivalent to the selling price of the related goods or the amount of costs normally required for concluding and performing a contract, and the amount of the relevant delay damages</p> <p>(f) where there are any special provisions on cancellation of a sales contract for specified right or a sales contract for related goods, the details of the provisions</p>
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- (2) If the seller intends to prohibit cancellation of the sales contract for the relevant goods pertaining to the sales contract for specified right when the goods fall under the relevant goods as specified by Cabinet Order referred to in the proviso to Article 48, paragraph (2) of the Act and the goods have been used or consumed in whole or in part, the contract document must include the details prescribed in the following items in addition to the details prescribed in the lower column of table (2) in the preceding paragraph:
- (i) the name of the goods and other information that can identify the relevant goods; and
 - (ii) the fact that when the goods have been used or consumed in whole or in part (except the case when the seller has forced the purchaser of the rights to receive the provision of specified continuous services to use or consume the goods in whole or in part), a contract may not be cancelled.
- (3) Particular prescribed in the lower column of table (2) referred to in paragraph (1) and the particulars prescribed in the preceding paragraph must be provided in red letters within the red frame.
- (4) The contract document must indicate that a person must read through its contents very carefully, in red letters within the red frame.

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

(Electronic or Magnetic Means for Delivery of a Document That Must Be Delivered Pursuant to the Provisions of Article 42, Paragraph (1), (2), or (3) of the Act)

Article 97 (1) The electronic or magnetic means referred to in Article 42, paragraph (4) of the Act is as follows:

(i) a means that uses an electronic data processing system (meaning an electronic data processing system that connects a computer used by a service provider or a seller and a computer used by a person who intends to receive provision of specified continuous services or a person who intends to purchase rights to receive provision of specified continuous services, a person who receives provision of specified continuous services, or a purchaser of rights to receive provision of specified continuous services (hereinafter referred to as a "person who intends to receive provision of specified continuous services, etc." in this Article, Article 99, Article 100, and Article 106, item (viii)) via a telecommunications line; the same applies in Article 100) and that is set forth in (a) or (b) below:

(a) a means sending information via a telecommunications line connecting a computer used by a service provider or a seller and a computer used by a person who intends to receive provision of specified continuous services, etc., and recording it in a file stored on the computer used by the person who intends to receive provision of specified continuous services, etc.; or

(b) a means making information that should be described in a document and that has been recorded in a file stored on a computer used by a service provider or a seller available via a telecommunications line for inspection by a person who intends to receive provision of specified continuous services, etc., and recording the information in a file stored on a computer used by the person who intends to receive provision of specified continuous services, etc.; or

(ii) a means delivering a file prepared by using an electronic or magnetic recording medium in which information that should be described in a document is recorded.

(2) The means set forth in the preceding paragraph must conform to the following requirements:

(i) the means enables a person who intends to receive provision of specified continuous services, etc. to prepare a document by outputting what has been recorded in a file;

(ii) measures are taken to confirm that there is no alteration in information that should be described in a document and that has been recorded in a file;

and

(iii) in the case of the means set forth in item (1)(b) of the preceding paragraph, the means informs a person who intends to receive provision of specified continuous services, etc. that information that should be described in a document and that has been recorded in a file will be or has been recorded in a file stored on a computer used by a service provider or a seller.

(3) If, in place of delivery of a document under Article 42, paragraph (1), (2), or (3) of the Act, a service provider or a seller provides information that should be described in the document by using the means set forth in paragraph (1), the service provider or the seller must indicate the information in a manner that enables a person who intends to receive provision of specified continuous services, etc. to read the information clearly.

(Type and Details of Electronic or Magnetic Means for Delivery of a Document That Must Be Delivered Pursuant to the Provisions of Article 42, Paragraph (1), (2), or (3) of the Act)

Article 98 The type and details of an electronic or magnetic means that is to be indicated pursuant to the provisions of Article 26, paragraph (1) of the Order are as follows:

- (i) a means set forth in paragraph (1) of the preceding Article that is used by a service provider or a seller; and
- (ii) the format for recording information into a file.

(Explanation and Confirmation in Obtaining the Consent Under Article 42, Paragraph (4) of the Act)

Article 99 (1) When indicating the information set forth in the preceding Article, a service provider or a seller must explain the following matters (excluding the matter set forth in item (iii) in the case of providing the information that should be described in the document referred to in Article 42, paragraph (1) of the Act by the electronic or magnetic means under paragraph (4) of the same Article) to a person who intends to receive provision of specified continuous services, etc.:

- (i) that unless a person who intends to receive provision of specified continuous services, etc. gives the consent under Article 42, paragraph (4) of the Act after receiving the explanation referred to in this paragraph and the confirmation referred to in paragraph (3), the document referred to in paragraph (1), (2), or (3) of the same Article will be delivered;
- (ii) that information provided by an electronic or magnetic means under Article 42, paragraph (4) of the Act is the information that should be described in the document referred to in paragraph (1), (2), or (3) of the same Article and is important for a person who intends to receive provision of specified

continuous services, etc.;

- (iii) in the case where the information that should be described in the document referred to in Article 42, paragraph (2) or (3) of the Act is provided by an electronic or magnetic means (limited to those set forth in Article 97, paragraph (1), item (i)) under Article 42, paragraph (4) of the Act, that the information will be deemed to have arrived at a person who receives provision of specified continuous services or purchaser of rights to receive provision of specified continuous services at the time when the information is recorded in a file stored on a computer used by the person who receives provision of specified continuous services or purchaser of rights to receive provision of specified continuous services and that when eight days have passed from the day of recording, the person who receives provision of specified continuous services or purchaser of rights to receive provision of specified continuous services will no longer be able to cancel the specified continuous service or sales contract under Article 48, paragraph (1) of the Act; and
 - (iv) that only if a person who intends to receive provision of specified continuous services, etc. uses on a daily basis a computer that is necessary for inspection of information to be provided by an electronic or magnetic means under Article 42, paragraph (4) of the Act (limited to a computer for which the figure obtained by dividing the figure of the maximum diameter of the screen expressed in the unit of centimeter by 2.54 and rounding off the decimal points to the nearest whole number is five or above; hereinafter the same applies in this Article) and can perform operations of the computer by oneself to receive the provision of information (meaning operations until the completion of the provision of information; the same applies in paragraph (3), item (i)), the person who intends to receive provision of specified continuous services, etc. may receive provision of information by an electronic or magnetic means under Article 42, paragraph (4) of the Act.
- (2) When giving the explanation referred to in the preceding paragraph, a service provider or a seller must use simple and easy expressions so that a person who intends to receive provision of specified continuous services, etc. can understand it.
- (3) After giving the explanation referred to paragraph (1), a service provider or a seller must confirm the following matters:
- (i) a person who intends to receive provision of specified continuous services, etc. can perform by oneself operations necessary for inspection of information to be provided through transmissions of e-mail or by any other electronic or magnetic means under Article 42, paragraph (4) of the Act and uses on a daily basis a computer and an e-mail address (limited to the case where the information is provided via e-mail) that are necessary for the inspection;

- (ii) a person who intends to receive provision of specified continuous services, etc. ensures cybersecurity for a computer that is necessary for inspection; and
 - (iii) Whether or not a person who intends to receive provision of specified continuous services, etc. wishes to have information to be provided by using an electronic or magnetic means under Article 42, paragraph (4) of the Act be sent via e-mail to a person designated by the person who intends to receive provision of specified continuous services, etc. in advance; and if the person who intends to receive provision of specified continuous services, etc. so wishes, an e-mail address of the designated person.
- (4) When conducting the confirmation referred to in the preceding paragraph, a service provider or a seller must use a means in which a person who intends to receive provision of specified continuous services, etc. operates by oneself a computer used by the person on a daily basis and use a webpage, etc. prescribed in Article 2, item (i) of the Order of the service provider or the seller.
- (5) A service provider or a seller is to obtain the consent under Article 42, paragraph (4) of the Act by having a person who intends to receive provision of specified continuous services, etc. enter the name of the person and a statement to the effect that the person understood the content of the explanation referred to in paragraph (1), into the document, etc. referred to in Article 26, paragraph (1) of the Order. In this case, the service provider or the seller must not use a means entering symbols or any other means that cannot clarify the recognition of the person who intends to receive provision of specified continuous services, etc. on the consent.
- (6) If a person who intends to receive provision of specified continuous services, etc. demands sending of e-mail pursuant to the provisions of paragraph (3), item (iii), a service provider or a seller must send e-mail to a person designated by the person who intends to receive provision of specified continuous services, etc. in advance at the same time as provision of information by an electronic or magnetic means under Article 42, paragraph (4) of the Act.
- (7) If a service provider or a seller has obtained the consent under Article 42, paragraph (4) of the Act after conducting the explanation referred to in paragraph (1) and the confirmation referred to in paragraph (3), the service provider or the seller must deliver a document evidencing that the consent has been obtained (and if the consent has been obtained by using a document, including a copy of the document) to a person who intends to receive provision of specified continuous services, etc. by the time of provision of information by an electronic or magnetic means under Article 42, paragraph (4) of the Act.
- (8) A service provider or a seller may provide a document under the preceding paragraph by an electronic or magnetic means in any of the following cases:
- (i) case of providing the information that should be described in the document

- referred to in Article 42, paragraph (1) of the Act by an electronic or magnetic means under paragraph (4) of the same Article; or
- (ii) case of providing the information that should be described in the document referred to in Article 42, paragraph (2) or (3) of the Act by an electronic or magnetic means under paragraph (4) of the same Article for specified continuous services provided via the Internet for provision of specified continuous services or sale of rights to receive provision of specified continuous services that is conducted by a service provider or a seller upon receiving an offer for a specified continuous service contract or a sales contract for specified rights by the means using equipment for data processing set forth in Article 2, item (ii).

(Obtaining Consent Using Information and Communications Technology for Delivery of a Document That Must Be Delivered Pursuant to the Provisions of Article 42, Paragraph (1), (2), or (3) of the Act)

Article 100 (1) The means specified by order of the competent ministry referred to in Article 26, paragraph (1) of the Order is as follows:

- (i) a means that uses an electronic data processing system and that falls under any of (a) or (b) below:
- (a) a means sending a statement to the effect that a person who intends to receive provision of specified continuous services, etc. gives the consent referred to in Article 26, paragraph (1) of the Order or the refusal referred to in paragraph (2) of the same Article (hereinafter referred to as the "consent, etc." in this paragraph) from a computer used by the person who intends to receive provision of specified continuous services, etc. to a computer used by a service provider or a seller via a telecommunications line, and recording the statement in a file stored on the computer used by the service provider or the seller; or
- (b) a means making the type and details of the electronic or magnetic means set forth in Article 98 that have been recorded in a file stored on a computer used by a service provider or a seller available via a telecommunications line for inspection by a person who intends to receive provision of specified continuous services, etc., and recording a statement to the effect that the consent, etc. is given, in a file stored on the computer; or
- (ii) a means delivering a file prepared by using an electronic or magnetic recording medium in which a statement to the effect that the consent, etc. is given has been recorded.
- (2) The means set forth in the preceding paragraph must be a means that enables a service provider or a seller to prepare a document by outputting what has been recorded in the file.

(Confirmation Under Article 26, Paragraph (3) of the Order)

Article 101 The confirmation under Article 26, paragraph (3) of the Order is to be conducted by confirming that the information has been recorded in a file stored on a computer used by a person who receives provision of specified continuous services or a purchaser of rights to receive provision of specified continuous services, and that the information is in a state that enables inspection by the person who receives provision of specified continuous services or the purchaser of rights to receive provision of specified continuous services, by telephone, a means that uses an electronic data processing system or any other means.

(Means Specified by Order of the Competent Ministry Referred to in Article 42, Paragraph (5) of the Act)

Article 102 The means specified by order of the competent ministry referred to in Article 42, paragraph (5) of the Act is to be the means set forth in Article 97, paragraph (1), item (ii).

(Prohibition of Misleading Advertising)

Article 103 Particulars specified by order of the competent ministry referred to in Article 43 of the Act are as follows:

- (i) the type or details of the services or the rights;
- (ii) the effects or the purpose of the services;
- (iii) involvement of the State, a local government, any famous juridical person or other organization, or a famous individual in the services or the rights, the service provider or the seller, or the business operated by the service provider or the seller;
- (iv) the price for the services or the selling price of the rights;
- (v) the payment date and method for the price for the services or the cost for the rights;
- (vi) the length of the services; and
- (vii) the name, address, and telephone number of the service provider or the seller;
- (viii) if there is money to be borne by the recipient of the specified continuous service other than the money specified in item (iv); the name and the amount of money.

(Important Matters for Provision of Specified Continuous Services)

Article 104 Particulars specified by order of the competent ministry referred to in Article 44, paragraph (1), item (ii) of the Act are particulars prescribed in the following items:

- (i) the efficacy of the goods;
- (ii) the trademark or the name of the manufacturer of the goods;
- (iii) quantity of goods sold; and
- (iv) quantity of goods required.

(Keeping Documents)

Article 105 (1) The documents describing the business and asset situation under Article 45, paragraph (1) of the Act are the balance sheet, the profit and loss statement, and the business report (in the case of a person that is not a company; documents equivalent to these).

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

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

(Prohibited Acts in Provision of Specified Continuous Services)

Article 106 Acts specified by order of the competent ministry referred to in Article 46, paragraph (1), item (iv) of the Act are acts prescribed in the following items:

- (i) an act of soliciting a specified continuous service or sales contract in ways that makes a person feel annoyed or an act of preventing a person from cancelling a specified continuous service or sales contract in ways that makes the person feel annoyed;
- (ii) an act of having a young person, elderly person or any other person to conclude a specified continuous service or sales contract by taking advantage of the impaired judgment of the person;
- (iii) an act of soliciting a contract that is deemed inappropriate in light of the customer's knowledge, experience, and asset situation;
- (iv) an act of having a person provide false information concerning age, occupation, or other particulars in the document pertaining to the contract, when concluding a specified continuous service or sales contract;
- (v) conducting any of the following acts for the purpose of having a counterparty to a specified continuous service or sales contract perform obligations under the contract:
 - (a) an act of having the counterparty to a specified continuous service or sales contract make false statements on matters related to the counterparty's annual income, deposits and savings or loan status or any other ability to pay;
 - (b) an act of taking the counterparty to a specified continuous service or sales

- contract to a money lender's business office, bank branch or any other place similar thereto, against the counterparty's will; or
- (c) an act of soliciting the counterparty to a specified continuous service or sales contract, in a way that makes the counterparty feel annoyed, for the purpose of having the counterparty conclude the contract stipulating the receipt of monies subject to the intermediation of individual credit purchases prescribed in Article 35-3-3, paragraph (1) of the Installment Sales Act or a contract for a money loan, or withdraw deposits and savings;
 - (vi) in order to prevent cancellation of a sales contract for relevant goods specified by Cabinet Order referred to in the proviso to Article 48, paragraph (2) of the Act, an act of having the recipient of the specified continuous service use the goods or consume the goods in whole or in part when concluding the sales contract for the goods;
 - (vii) an act of refusing the performance of obligations in whole or in part under the sales contract for the relevant goods or the obligations due to the cancellation of the contract, or an act of unjustly delaying the performance of obligation (when the service provider or the seller acts as an agent or a broker for sale of the relevant goods; an act of inducing a person to refuse the performance of obligations under the sales contract for the relevant goods or the performance of obligations due to the cancellation of the contract in whole or in part, or unjustly delay the performance of obligations); and
 - (viii) conducting any of the following acts in providing information that should be described in a document to be delivered pursuant to the provisions of Article 42, paragraph (1), (2), or (3) of the Act by an electronic or magnetic means pursuant to the provisions of paragraph (4) of the same Article:
 - (a) an act of proceeding with procedures for provision of information by an electronic or magnetic means, for a person who intends to receive provision of specified continuous services, etc. and who has expressed the intension not to receive provision of information by an electronic or magnetic means;
 - (b) an act of misrepresenting information that would affect the decision of a person who intends to receive provision of specified continuous services, etc. (excluding the acts prescribed in Article 44, paragraph (1) of the Act);
 - (c) an act of using intimidation to overwhelm a person (excluding the acts prescribed in Article 44, paragraph (3) of the Act);
 - (d) an act of giving an economic advantage;
 - (e) an act of collecting an expense or otherwise giving an economic disadvantage in connection with delivery of a document under Article 42, paragraph (1), (2), or (3) of the Act (excluding the act set forth in (d));
 - (f) an act of having an undue influence on a person who intends to receive provision of specified continuous services, etc. by deception or other wrongful means in conducting the confirmation referred to in Article 99,

paragraph (3);

- (g) an act of providing information by an electronic or magnetic means to a person who intends to receive provision of specified continuous services, etc. without conducting the confirmation referred to in Article 99, paragraph (3) or to a person who intends to receive provision of specified continuous services, etc. and for whom the confirmation cannot be conducted;
- (h) an act of acting for a person who intends to receive provision of specified continuous services, etc. to give consent or receive information to be provided by an electronic or magnetic means, by deception or other wrongful means; or
- (i) beyond what are set forth in (a) through (h) above, an act of having a person who intends to receive provision of specified continuous services, etc. to give consent or receive information to be provided by an electronic or magnetic means against the person's will.

(Corporation Specified by Order of the Competent Ministry Referred to in Article 7 of the Order, as Applied Mutatis Mutandis Pursuant to Article 28 of the Order)

Article 107 The provisions of Article 20 apply mutatis mutandis to the corporation specified by order of competent ministry prescribed in Article 7 of the Order, as applied mutatis mutandis pursuant to Article 28 of the Order following the deemed replacement of terms.

(Person Specified by Order of the Competent Ministry Referred to in Article 47-2, Paragraph (1) of the Act)

Article 108 The person specified by order of the competent ministry referred to in Article 47-2, paragraph (1) of the Act is to be a person who plays the leading role in performing the business activities that have become subject to an order for suspension pursuant to the provisions of the first sentence of Article 47, paragraph (1) of the Act.

(Delivery of a Document after Cancellation of Contract for Provision of Specified Continuous Service is Prevented)

Article 109 (1) The document referred to in Article 48, paragraph (1) of the Act must contain the following information:

- (i) details of the specified continuous service or sales contract and the name of the relevant goods;
- (ii) the price for the services or the selling price of the rights, and any other money that must be paid by the recipient of the specified continuous service, etc.;
- (iii) a statement that a person may cancel the specified continuous service or

- sales contract in writing or by an electronic or magnetic record within eight days from the date on which the person receives the document, pursuant to the provisions of Article 48, paragraph (1) of the Act;
- (iv) particulars concerning the provisions of Article 48, paragraphs (2) through (7) of the Act;
 - (v) the name, address, and telephone number of the service provider or the seller, and if the service provider or the seller is the juridical person; the name of its representative;
 - (vi) the name of the person who offers or concludes the specified continuous service or sales contract;
 - (vii) the date on which the specified continuous service or sales contract is concluded; and
 - (viii) if there are any relevant goods; the name, address, and telephone number of the person selling the relevant goods, and if the person is the juridical person; the name of its representative.
- (2) The document must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.
- (3) When providing the information in the document, the details prescribed in paragraph (1), items (iii) and (iv) must be provided in red letters within the red frame.
- (4) The document to be delivered pursuant to the provisions of preceding three paragraphs must be provided in accordance with Form 3.
- (5) When a service provider or a seller delivers the document referred to in Article 48, paragraph (1) of the Act to the recipient of the specified continuous service, etc., they must immediately inform the recipient of the specified continuous service, etc. of the details prescribed in paragraph (1), items (iii) and (iv) after confirming that the recipient of the specified continuous service, etc. has read through the document.

Chapter IV Business Opportunity Sales Transactions

- (Important Matters Concerning the Business Opportunity Sales Transactions)
- Article 110 Particulars specified by order of the competent ministry referred to in Article 52, paragraph (1), item (i) of the Act are particulars prescribed in the following items:
- (i) the efficacy of the goods;
 - (ii) the trademark or the name of the manufacturer of the goods;
 - (iii) quantity of goods sold; and
 - (iv) quantity of goods required; and
 - (v) the effects of the services pertaining to the services or the rights.

(Places Specified by Order of the Competent Ministry Referred to in Article 52, Paragraph (3) of the Act)

Article 111 Places specified by order of the competent ministry referred to in Article 52, paragraph (3) of the Act are places specified in the following items:

- (i) a business office;
- (ii) an agency;
- (iii) a street stall, a food stall, or any other store similar to these;
- (iv) beyond what is set forth in the preceding three items, a place similar to a store that displays and sells the goods for a specific period; and
- (v) a place where a vending machine or any other piece of equipment whereby sales contracts or service contracts are concluded is installed.

(Advertisements for Business Opportunity Sales Transactions)

Article 112 Particulars specified by order of the competent ministry referred to in Article 53, item (iv) of the Act are as follows:

- (i) the name, address, and telephone number of the person engaged in business opportunity sales;
- (ii) when the person engaged in business opportunity sales is the juridical person and places advertisement by a means that uses an electronic data processing system; the name of the representative of the person engaged in business opportunity sales or the person responsible for the business concerning business opportunity;
- (iii) when the person engaged in business opportunity sales is a foreign corporation or an individual domiciled in a foreign state and has its office, etc. in Japan; the location and telephone number of the office, etc.
- (iv) the name of the goods;
- (v) when e-mail that advertises business opportunity sales transactions (meaning e-mail that advertises business opportunity sales transactions referred to in Article 54-3, paragraph (1), item (i) of the Act; the same applies hereinafter) is sent; the e-mail address of the person engaged in business opportunity sales;

Article 113 (1) When an advertisement is placed for sales transaction related to business opportunity related sales transactions pursuant to the provisions of Article 53, of the Act, the purchase amount of the goods (meaning the goods referred to in Article 51, paragraph (1) of the Act; the same applies hereinafter in this chapter except the following Article) or the amount to be paid for the price for the services or the amount of transaction fee (when a purchase of goods or payment for the price for the services is combined with the payment for a transaction fee; the total amount for purchasing goods or for paying the price for the services combined with the amount of transaction fee) must be

clearly indicated, with respect to the particulars referred to in Article 53, item (ii) of the Act.

- (2) When an advertisement for a business transaction related to business opportunity is placed pursuant to the provisions of Article 53, the particulars referred to in item (iii) of the same Article must be indicated as followings:
- (i) details of the business to be offered or mediated must be indicated;
 - (ii) important information concerning the conditions for offering or mediating the business must be indicated according to the ways of offering or mediating the business, such as the number of times they offer or mediate the business during a specific period or the conditions for the rewards for the business;
 - (iii) when indicating the amount of money that can be received or any other indicator of the profits from business opportunities, grounds or explanations that enable accurate understanding of the profitability of the business opportunity must be indicated, such as indicating numerical data showing that people who actually receive the same level of profits from business opportunities as such indicator constitute a large proportion of persons conducting a sales transaction related to business opportunity pertaining to the sales related to business opportunity.

(Prohibition of Misleading Advertising)

Article 114 Particulars specified by order of the competent ministry referred to in Article 54 of the Act are as follows:

- (i) particulars concerning the specified burden required for the business opportunity sales transactions;
- (ii) particulars concerning the profits from the sales transactions related to business opportunities and any other conditions for offering the businesses;
- (iii) the type, performance, quality, or efficacy of the goods, the type, details, or effects of the services, or the type or details of the rights, or the type, details, or effects of the services pertaining to the rights;
- (iv) the place of origin or place of production, the trademark, or the name of manufacturer of the goods;
- (v) involvement of the State, a local government, any famous juridical person or other organization, or a famous individual in the goods, the rights, or the services, the person engaged in business opportunity sales, or the business operated by the person engaged in business opportunity sales; and
- (vi) particulars concerning cancellation of a contract for sales transaction related to business opportunity pertaining to the sales of business opportunity (including the particulars prescribed in Article 58, paragraph (1) through (3) of the Act).

(Case Specified by Order of the Competent Ministry Referred to in Article 54-3,

Paragraph (1), Item (ii) of the Act)

Article 115 The case specified by order of the competent ministry referred to in Article 54-3, paragraph (1), item (ii) of the Act is to be any of the following cases:

- (i) the case of advertising by placing an advertisement in part of an electronic or magnetic record that is sent by an electronic or magnetic means at the request or with the consent of an advertising target; or
- (ii) the case of advertising on the occasion of provision of services by a person who provides services connected with the use of an electronic or magnetic means to a user on the condition that an advertisement is placed in part of an electronic or magnetic record to be sent by an electronic or magnetic means (including the case where a person engaged in business opportunity sales is the person who provides services) (excluding the case of advertising on the occasion of the provision of services by inducing or forcing an user to use the services and cause an electronic or magnetic record to be sent).

(Preservation of Records)

Article 116 (1) The what is specified by order of the competent ministry referred to in Article 54-3, paragraph (3) of the Act is as follows:

- (i) if the consent has been obtained, or the request has been received, from an advertising target by a means that uses an electronic data processing system (excluding an electronic or magnetic means), a document, etc. showing that there was the consent or the request, for each consent or request; provided, however, that if a person engaged in business opportunity sales has indicated template contents in order to obtain the consent or receive the request and uses a means by which, if the consent is obtained, or the request is received, information on the details of the consent or request is automatically edited as an electronic or magnetic record in a list, and if the indication of the template contents includes a statement that the computer operation constitutes consent or request to the recipient for sending e-mail that advertises business opportunity sales transactions, in a manner that can be easily perceived, a document, etc. showing the template contents indicated to obtain the consent or receive the request, and a document, etc. showing the period of indication of the description; or
- (ii) if the consent has been obtained, or the request has been received, from an advertising target by an electronic or magnetic means, document or any other means, a document, etc. showing that there was the consent or the request, for each consent or request; provided, however, that if a person engaged in business opportunity sales has indicated template contents in order to obtain the consent or receive the request and uses a means by which, if the consent is obtained, or the request is received, information on the

details of the consent or request is accurately edited as a document, etc. in a list, and if the indication of the template contents includes a statement that the transmission of an electronic or magnetic record by an electronic or magnetic means, the entry into a document or any other relevant act constitutes consent or request to the recipient for sending e-mail that advertises business opportunity sales transactions, in a manner that can be easily perceived, a document, etc. showing the template contents indicated to obtain the consent or receive the request, and a document, etc. showing the period of indication of the description.

- (2) The document, etc. referred to in the preceding paragraph must be preserved for three years from the day on which e-mail that advertises business opportunity sales transactions is sent to an advertising target.

(Indication of Means of Contact)

Article 117 The information specified by order of the competent ministry referred to in Article 54-3, paragraph (4) of the Act is any of the following matters, and the information must be indicated in the main text of the e-mail that advertises business opportunity sales transactions in a manner that can be easily perceived:

- (i) an e-mail address (limited to that which enables an advertisement target to manifest the intention not to receive e-mail that advertises business opportunity sales transactions); or
- (ii) characters, symbols or other codes, or a combination thereof for identification in an electronic data processing system (limited to those which enable an advertisement target to, by entering them into a computer and following the procedures indicated on the screen of the computer, manifest the intention not to receive e-mail that advertises business opportunity sales transactions), or what is equivalent thereto.

(Case Specified by Order of the Competent Ministry Referred to in Article 54-4, Paragraph (1), Item (ii) of the Act)

Article 118 The case specified by order of the competent ministry referred to in Article 54-4, paragraph (1), item (ii) of the Act is to be any of the following cases:

- (i) the case where e-mail that advertises business opportunity sales transactions of the party entrusting a contractor with e-mail that advertises its business opportunity sales transactions (meaning the party entrusting a contractor with e-mail that advertises its business opportunity sales transactions referred to in the main clause of Article 54-4, paragraph (1) of the Act; hereinafter the same applies) is sent by placing an advertisement in part of an electronic or magnetic record that is sent by an electronic or

magnetic means at the request or with the consent of an advertising target;
or

- (ii) the case where e-mail that advertises business opportunity sales transactions of the party entrusting a contractor with e-mail that advertises its business opportunity sales transactions is sent on the occasion of provision of services by a person who provides services connected with the use of an electronic or magnetic means to a user on the condition that an advertisement is placed in part of an electronic or magnetic record to be sent by an electronic or magnetic means (including the case where a contractor entrusted with e-mail that advertises business opportunity sales transactions (meaning a contractor entrusted with e-mail that advertises business opportunity sales transactions referred to in the main clause of Article 54-4, paragraph (1) of the Act) is the person who provides services) (excluding the case of advertising on the occasion of the provision of services by inducing or forcing an user to use the services and cause an electronic or magnetic record to be sent).

(Delivery of Documents in Business Opportunity Sales Transactions)

Article 119 (1) A document to be delivered to a person who intends to bear the specified burden required for a sales transaction related to business opportunity pursuant to the provisions of Article 55, paragraph (1) of the Act must clearly indicate the following information pertaining to the sales of business opportunity:

- (i) the name, address, and telephone number of the person engaged in business opportunity sales, and if the person is the juridical person; the name of its representative;
- (ii) important information concerning the type, performance, or quality of the goods (excluding rights to use a facility or to receive the services) or important information concerning the type or details of the rights or the services;
- (iii) the name of the goods;
- (iv) important information concerning the conditions to offer or mediate the business using the goods or the services offered;
- (v) particulars concerning the specified burden required for the sales transaction related to business opportunity;
- (vi) requirements to cancel a contract and other important information concerning contracts pertaining to the sales of business opportunity; and
- (vii) if the goods are sold or the services are provided through a means of the loan-backed sale prescribed in Article 2, paragraph (2) of the Installment Sales Act or through a means of provision connected with the intermediation of comprehensive credit purchases prescribed in paragraph (3) of the same

Article or the intermediation of individual credit purchases prescribed in paragraph (4) of the same Article, a statement that the purchaser of the goods or the service recipient may duly assert against the loan provider, or the comprehensive credit purchase intermediary or the individual credit purchase intermediary any defense which has arisen against the loan-based installment seller, or the seller affiliated with the intermediation of comprehensive credit purchases, the seller affiliated with the intermediation of individual credit purchases, the service provider affiliated with the intermediation of comprehensive credit purchases, or the service provider affiliated with the intermediation of individual credit purchases pursuant to the provisions of Article 29-4, paragraph (2) of the same Act (including as applied mutatis mutandis pursuant to the provisions of paragraph (3) of the same Article) or Article 30-4 of the same Act (including as applied mutatis mutandis pursuant to the provisions of Article 30-5, paragraph (1) of the same Act) or Article 35-3-19 of the same Act.

- (2) The document referred to in the preceding paragraph must indicate that a person must read through its contents very carefully, in red letters within the red frame.
- (3) The document referred to in paragraph (1) must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

Article 120 Particulars specified by order of the competent ministry referred to in Article 55, paragraph (2), item (v) of the Act are as follows:

- (i) the name, address, and telephone number of the person engaged in business opportunity sales, and if the person is the juridical person; the name of its representative;
- (ii) the name of the person who was in charge of the conclusion of the business opportunity sales contract;
- (iii) the date of the contract;
- (iv) the name of the goods and the trademark or the name of the manufacturer of the goods;
- (v) if there are provisions for obligations other than the specified burden; the details of the provisions; and
- (vi) if the goods are sold or the services are provided through a means of the loan-backed sale prescribed in Article 2, paragraph (2) of the Installment Sales Act or through a means of provision connected with the intermediation of comprehensive credit purchases prescribed in paragraph (3) of the same Article or the intermediation of individual credit purchases prescribed in paragraph (4) of the same Article, a statement that the purchaser of the goods or the service recipient may duly assert against the loan provider, or

the comprehensive credit purchase intermediary or the individual credit purchase intermediary any defense which has arisen against the loan-based installment seller, or the seller affiliated with the intermediation of comprehensive credit purchases, the seller affiliated with the intermediation of individual credit purchases, the service provider affiliated with the intermediation of comprehensive credit purchases, or the service provider affiliated with the intermediation of individual credit purchases pursuant to the provisions of Article 29-4, paragraph (2) of the same Act (including as applied mutatis mutandis pursuant to the provisions of paragraph (3) of the same Article) or Article 30-4 of the same Act (including as applied mutatis mutandis pursuant to the provisions of Article 30-5, paragraph (1) of the same Act) or Article 35-3-19 of the same Act.

Article 121 (1) A document to be delivered by the person engaged in business opportunity sales to the counterparty to the contract pursuant to the provisions of Article 55, paragraph (2) of the Act (hereinafter referred to as the "contract document " in this Article) must respectively meet the requirements set forth in the lower column of the following table with regard to the particulars prescribed in the upper column of that table.

Matters	Requirements
(1) Matters concerning the liability in the case where the delivered goods (excluding rights to use a facility or to receive provision of services) do not conform to the terms of the contract with respect to the type or quality	None of the provisions must exempt the person engaged in business opportunity sales from liability for the non-conformity in the case where the delivered goods (excluding rights to use a facility or to receive provision of services) do not conform to the terms of the contract with respect to the type or quality.
(2) Matters concerning cancellation of the contract	(a) none of the provisions must prohibit the counterparty of business opportunity related sales transactions from cancelling the contract.

	(b) none of the provisions must be more disadvantageous for the counterparty of business opportunity related sales transactions than those prescribed in the Civil Code with regard to the obligations of the person engaged in business opportunity sales in the case the contract is cancelled due to a cause imputable to the person engaged in business opportunity sales.
(3) Matters concerning other special provisions	No special provisions must be prescribed in violation of laws and regulations.

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

Matters	Details
(1) Matters concerning the conditions for making available or mediating the business using the goods or the services offered	<p>(a) details of the business to be made available or mediated</p> <p>(b) the number of times or the number of hours the business is made available or mediated per week, per month, or during any other specific period, or any other quantity of the business to be made available or mediated</p> <p>(c) where the unit rate of the reward for the business per session or per hour, or any other unit rate of the reward has been specified, the unit rate</p> <p>(d) the methods of calculating the details specified in (b) and (c) or any other business opportunity profits</p> <p>(e) beyond what is set forth in (d), when there is a case where the business opportunity profits are not paid in whole or in part, the conditions for the case must be indicated</p>

	(f) beyond what is set forth in (d) and (e), the time and method of payment of the business opportunity profits and any other conditions of payment of the business opportunity profits
(2) Matters concerning the specified burden involved in the business opportunity related sales transactions	<p>(a) with regard to purchase of the goods (excluding rights to use a facility or to receive provision of services), the supplier, the quantity, and the purchase amount of the goods, the time and method of payment of the amount, and the time and method of delivery of the goods</p> <p>(b) with regard to purchase of the rights, the supplier and the purchase amount of the rights, the time and method of payment of the amount, and the time and method of transfer of the rights(b) with regard to purchase of the rights, the supplier and the purchase amount of the rights, the time and method of payment of the amount, and the time and method of transfer of the rights</p> <p>(c) with regard to payment of the consideration for the services, the recipient and the amount of payment, the time and method of payment, and the time and method of providing the services</p> <p>(d) with regard to provision of a transaction fee, the recipient, the amount, and the nature of the fee, and the time and method of providing the fee</p> <p>(e) where part of the transaction fee is to be reimbursed, the conditions of the reimbursement</p>
(3) Matters concerning cancellation of the contract (including matters concerning the provisions of Article 58, paragraphs (1) through (3) of the Act)	(a) statement that the counterparty of the business opportunity related sales transactions may cancel the contract in writing or by an electronic or magnetic record for a period until 20 days have passed from the date on which the counterparty received the contract document

(b) statement that, notwithstanding the matter stated in (a), if the counterparty of the business opportunity related sales transactions had not cancelled the contract due to being misled by the act of the person engaged in business opportunity sales of misrepresenting information concerning cancellation of the sales contract for business opportunity in violation of the provisions of Article 52, paragraph (1) of the Act, or due to being disturbed by the act of the person engaged in business opportunity sales of intimidating the counterparty of the business opportunity related sales transactions in violation of the provisions of paragraph (2) of the same Article, the counterparty of the business opportunity related sales transactions may cancel the contract in writing or by an electronic or magnetic record for a period until 20 days have passed from the date on which the counterparty of the business opportunity related sales transactions received the document referred to in Article 58, paragraph (1) of the Act, which has been issued by the person engaged in business opportunity sales

(c) statement that, when there has been cancellation of the contract referred to in (a) or (b), the person engaged in business opportunity sales may not claim compensation for damages or demand payment of a penalty pertaining to the cancellation of the contract from the counterparty of the business opportunity related sales transactions

(d) statement that the cancellation of the contract referred to in (a) or (b) must take effect when the counterparty of the business opportunity related sales transactions issues the document or electronic or magnetic record stating the intention to cancel the contract

	<p>(e) statement that, when there has been cancellation of the contract referred to in (a) or (b), the person engaged in business opportunity sales must bear the costs required for taking back any goods (excluding rights to use a facility or to receive provision of services) already delivered under the contract</p> <p>(f) statement that, where there has been cancellation of the contract referred to in (a) or (b), if the charge for the goods or the consideration for the services pertaining to the contract has already been paid, or if a transaction fee has already been provided, the person engaged in business opportunity sales must promptly return the full amount to the counterparty of the business opportunity related sales transactions</p>
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- (3) The contract document must indicate that a person must read through its contents very carefully, in red letters within the red frame.
- (4) The contract document must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.
- (5) When providing the information in the document, the details prescribed in the lower column of table (3) referred to in paragraph (2) must be provided in red letters within the red frame.

(Electronic or Magnetic Means for Delivery of a Document That Must Be Delivered Pursuant to the Provisions of Article 55, Paragraph (1) or (2) of the Act)

Article 122 (1) The electronic or magnetic means referred to in Article 55, paragraph (3) of the Act is as follows:

- (i) a means that uses an electronic data processing system (meaning an electronic data processing system that connects a computer used by a person engaged in business opportunity sales and a computer used by a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract via a telecommunications line; the same applies in Article 125) and that is set forth in (a) or (b) below:
- (a) a means sending information via a telecommunications line connecting a computer used by a person engaged in business opportunity sales and a

- computer used by a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract, and recording it in a file stored on the computer used by the person who intends to bear a specified burden involved in business opportunity sales transactions or the counterparty to a business opportunity sales contract; or
- (b) a means making information that should be described in a document and that has been recorded in a file stored on a computer used by a person engaged in business opportunity sales available via a telecommunications line for inspection by a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract, and recording the information in a file stored on a computer used by the person who intends to bear a specified burden involved in business opportunity sales transactions or the counterparty to a business opportunity sales contract; or
- (ii) a means delivering a file prepared by using an electronic or magnetic recording medium in which information that should be described in a document is recorded.
- (2) The means set forth in the preceding paragraph must conform to the following requirements:
- (i) the means enables a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract to prepare a document by outputting what has been recorded in a file;
- (ii) measures are taken to confirm that there is no alteration in information that should be described in a document and that has been recorded in a file; and
- (iii) in the case of the means set forth in item (1)(b) of the preceding paragraph, the means informs a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract that information that should be described in a document and that has been recorded in a file will be or has been recorded in a file stored on a computer used by a person engaged in business opportunity sales.
- (3) If, in place of delivery of a document under Article 55, paragraph (1) or (2) of the Act, a person engaged in business opportunity sales provides information that should be described in the document by using the means set forth in paragraph (1), the person engaged in business opportunity sales must indicate the information in a manner that enables a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract to read the information

clearly.

(Type and Details of Electronic or Magnetic Means for Delivery of a Document That Must Be Delivered Pursuant to the Provisions of Article 55, Paragraph (1) or (2) of the Act)

Article 123 The type and details of an electronic or magnetic means that is to be indicated pursuant to the provisions of Article 32, paragraph (1) of the Order are as follows:

- (i) a means set forth in paragraph (1) of the preceding Article that is used by a person engaged in business opportunity sales; and
- (ii) the format for recording information into a file.

(Explanation and Confirmation in Obtaining the Consent Under Article 55, Paragraph (3) of the Act)

Article 124 (1) When indicating the information set forth in the preceding Article, a person engaged in business opportunity sales must explain the following matters (excluding the matter set forth in item (iii) in the case of providing the information that should be described in the document referred to in Article 55, paragraph (1) of the Act by the electronic or magnetic means under paragraph (3) of the same Article) to a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract:

- (i) that unless a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract gives the consent under Article 55, paragraph (3) of the Act after receiving the explanation referred to in this paragraph and the confirmation referred to in paragraph (3), the document referred to in paragraph (1) or (2) of the same Article will be delivered;
- (ii) that information provided by an electronic or magnetic means under Article 55, paragraph (3) of the Act is the information that should be described in the document referred to in paragraph (1) or (2) of the same Article and is important for a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract;
- (iii) in the case where the information that should be described in the document referred to in Article 55, paragraph (2) of the Act is provided by an electronic or magnetic means (limited to those set forth in Article 122, paragraph (1), item (i)) under Article 55, paragraph (3) of the Act, that the information will be deemed to have arrived at a counterparty to a business opportunity sales contract at the time when the information is recoded in a file stored on a computer used by the counterparty to a business opportunity

- sales contract and that when 20 days have passed from the day of recording, the counterparty to a business opportunity sales contract will no longer be able to cancel the business opportunity sales contract under Article 58, paragraph (1) of the Act; and
- (iv) that only if a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract uses on a daily basis a computer that is necessary for inspection of information to be provided by an electronic or magnetic means under Article 55, paragraph (3) of the Act (limited to a computer for which the figure obtained by dividing the figure of the maximum diameter of the screen expressed in the unit of centimeter by 2.54 and rounding off the decimal points to the nearest whole number is five or above; hereinafter the same applies in this Article) and can perform operations of the computer by oneself to receive the provision of information (meaning operations until the completion of the provision of information; the same applies in paragraph (3), item (i)), the person who intends to bear a specified burden involved in business opportunity sales transactions or the counterparty to a business opportunity sales contract may receive provision of information by an electronic or magnetic means under Article 55, paragraph (3) of the Act.
- (2) When giving the explanation referred to in the preceding paragraph, a person engaged in business opportunity sales must use simple and easy expressions so that a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract can understand it.
- (3) After giving the explanation referred to paragraph (1), a person engaged in business opportunity sales must confirm the following matters:
- (i) a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract can perform by oneself operations necessary for inspection of information to be provided through transmissions of e-mail or by any other electronic or magnetic means under Article 55, paragraph (3) of the Act and uses on a daily basis a computer and an e-mail address (limited to the case where the information is provided via e-mail) that are necessary for the inspection;
 - (ii) a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract ensures cybersecurity for a computer that is necessary for inspection; and
 - (iii) Whether or not a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract wishes to have information to be provided by

using an electronic or magnetic means under Article 55, paragraph (3) of the Act be sent via e-mail to a person designated by the person who intends to bear a specified burden involved in business opportunity sales transactions or the counterparty to a business opportunity sales contract in advance; and if the person or the counterparty so wishes, an e-mail address of the designated person.

- (4) When conducting the confirmation referred to in the preceding paragraph, a person engaged in business opportunity sales must use a means in which a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract operates by oneself a computer used by the person or the counterparty on a daily basis and use a webpage, etc. prescribed in Article 2, item (i) of the Order of the person engaged in business opportunity sales.
- (5) A person engaged in business opportunity sales is to obtain the consent under Article 55, paragraph (3) of the Act by having a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract enter the name of the person or the counterparty and a statement to the effect that the person or the counterparty understood the content of the explanation referred to in paragraph (1), into the document, etc. referred to in Article 32, paragraph (1) of the Order. In this case, the person engaged in business opportunity sales must not use a means entering symbols or any other means that cannot clarify the recognition of the person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract.
- (6) If a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract demands sending of e-mail pursuant to the provisions of paragraph (3), item (iii), a person engaged in business opportunity sales must send e-mail to a person designated by the person who intends to bear a specified burden involved in business opportunity sales transactions or the counterparty to a business opportunity sales contract in advance at the same time as provision of information by an electronic or magnetic means under Article 55, paragraph (3) of the Act.
- (7) If a person engaged in business opportunity sales has obtained the consent under Article 55, paragraph (3) of the Act after conducting the explanation referred to in paragraph (1) and the confirmation referred to in paragraph (3), the person engaged in business opportunity sales must deliver a document evidencing that the consent has been obtained (and if the consent has been obtained by using a document, including a copy of the document) to a person who intends to bear a specified burden involved in business opportunity sales

transactions or a counterparty to a business opportunity sales contract by the time of provision of information by an electronic or magnetic means under Article 55, paragraph (3) of the Act; provided, however, that if the information that should be described in the document referred to in Article 55, paragraph (1) of the Act is provided by an electronic or magnetic means under paragraph (3) of the same Article, the person engaged in business opportunity sales may provide the document evidencing that the consent has been obtained by an electronic or magnetic means.

(Obtaining Consent Using Information and Communications Technology for Delivery of a Document That Must Be Delivered Pursuant to the Provisions of Article 55, Paragraph (1) or (2) of the Act)

Article 125 (1) The means specified by order of the competent ministry referred to in Article 32, paragraph (1) of the Order is as follows:

- (i) a means that uses an electronic data processing system and that falls under any of (a) or (b) below:
 - (a) a means sending a statement to the effect that a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract gives the consent referred to in Article 32, paragraph (1) of the Order or the refusal referred to in paragraph (2) of the same Article (hereinafter referred to as the "consent, etc." in this paragraph) from a computer used by the person or the counterparty to a computer used by a person engaged in business opportunity sales via a telecommunications line, and recording the statement in a file stored on the computer used by the person engaged in business opportunity sales; or
 - (b) a means making the type and details of the electronic or magnetic means set forth in Article 123 that have been recorded in a file stored on a computer used by a person engaged in business opportunity sales available via a telecommunications line for inspection by a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract, and recording a statement to the effect that the consent, etc. is given, in a file stored on the computer; or
 - (ii) a means delivering a file prepared by using an electronic or magnetic recording medium in which a statement to the effect that the consent, etc. is given has been recorded.
- (2) The means set forth in the preceding paragraph must be a means that enables a person engaged in business opportunity sales to prepare a document by outputting what has been recorded in the file.

(Confirmation Under Article 32, Paragraph (3) of the Order)

Article 126 The confirmation under Article 32, paragraph (3) of the Order is to be conducted by confirming that the information has been recorded in a file stored on a computer used by a counterparty to a business opportunity sales contract, and that the information is in a state that enables inspection by the counterparty to a business opportunity sales contract, by telephone, a means that uses an electronic data processing system or any other means.

(Means Specified by Order of the Competent Ministry Referred to in Article 55, Paragraph (4) of the Act)

Article 127 The means specified by order of the competent ministry referred to in Article 55, paragraph (4) of the Act is to be the means set forth in Article 122, paragraph (1), item (ii).

(Prohibited Acts in Business Opportunity Sales Transactions)

Article 128 Acts specified by order of the competent ministry referred to in Article 56, paragraph (1), item (iv) of the Act are acts prescribed in the following items:

- (i) an act of preventing a person from cancelling a business opportunity sales contract pertaining to business opportunity sales (limited to a contract with an individual who conducts business offered or mediated related to the sales of business opportunity at a place other than a place of business or other facility similar to this; the same applies hereinafter in this Article) in ways that make the person feel annoyed;
- (ii) an act of having a young person, elderly person or any other person to conclude a business opportunity sales contract pertaining to business opportunity sales, by taking advantage of the impaired judgment of the person;
- (iii) an act of soliciting a contract that is deemed inappropriate in light of the knowledge, experience, and asset situation of the counterparty to the sales transaction related to business opportunity; and
- (iv) an act of forcing the counterparty to provide false information concerning age, occupation, or other information in the document pertaining to a business opportunity sales contract pertaining to business opportunity sales, when concluding the contract.
- (v) conducting any of the following acts for the purpose of having a counterparty to a business opportunity sales contract pertaining to business opportunity sales perform obligations under the contract:
 - (a) an act of having the counterparty to a business opportunity sales contract pertaining to business opportunity sales make false statements on matters related to the counterparty's annual income, deposits and savings or loan

- status or any other ability to pay;
- (b) an act of taking the counterparty to a business opportunity sales contract pertaining to business opportunity sales to a money lender's business office, bank branch or any other place similar thereto, against the counterparty's will; or
 - (c) an act of soliciting the counterparty to a business opportunity sales contract pertaining to business opportunity sales, in a way that makes the counterparty feel annoyed, for the purpose of having the counterparty conclude the contract stipulating the receipt of monies subject to the intermediation of individual credit purchases prescribed in Article 35-3-3, paragraph (1) of the Installment Sales Act or a contract for a money loan, or withdraw deposits and savings;
 - (vi) an act of a person engaged in business opportunity sales, when obtaining the consent to, or receiving the request for, e-mail that advertises business opportunity sales transactions which is given or made through a transmission using a computer by a means that uses an electronic data processing system (excluding an electronic or magnetic means), failing to indicate, in a manner that can be easily perceived by a customer when the customer is performing an operation of a computer (limited to an operation constituting the consent to, or the request for, e-mail that advertises business opportunity sales transactions; the same applies in the following item), that the operation constitutes the consent to, or the request for, the e-mail that advertises business opportunity sales transactions, so that the consent would not be given or the request would not be made easily against the customer's will;
 - (vii) an act of a person engaged in business opportunity sales, when obtaining the consent to, or receiving the request for, e-mail that advertises business opportunity sales transactions which is given or made through a transmission of an electronic or magnetic record by an electronic or magnetic means, entry into a document or any other relevant act, failing to indicate, in a manner that can be easily perceived by a customer, that the customer's transmission of an electronic or magnetic record by an electronic or magnetic means, entry into a document or any other relevant act constitutes the consent to, or the request for, the e-mail that advertises business opportunity sales transactions, so that the consent would not be given or the request would not be made easily against the customer's will, when giving an indication in order to obtaining the consent to or receiving the request for the e-mail that advertises business opportunity sales transactions;
 - (viii) an act of a person engaged in business opportunity sales entrusting all of the business activities set forth in the items of Article 54-3, paragraph (5) of the Act at once to a person who is committing an act in violation of any of the

- provisions of Article 54-4, paragraph (1) of the Act, and Article 54-3, paragraphs (2) through (4) of the Act, as applied mutatis mutandis pursuant to Article 54-4, paragraph (2) of the Act; and
- (ix) conducting any of the following acts in providing information that should be described in a document to be delivered pursuant to the provisions of Article 55-3, paragraph (1) or (2) of the Act by an electronic or magnetic means pursuant to the provisions of paragraph (3) of the same Article:
- (a) an act of proceeding with procedures for provision of information by an electronic or magnetic means, for a person who intends to bear a specified burden involved in business opportunity sales transactions or counterparty to a business opportunity sales contract who has expressed the intension not to receive provision of information by an electronic or magnetic means;
 - (b) an act of misrepresenting information that would affect the decision of a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract (excluding the acts prescribed in Article 52, paragraph (1) of the Act);
 - (c) an act of using intimidation to overwhelm a person (excluding the acts prescribed in Article 52, paragraph (2) of the Act);
 - (d) an act of giving an economic advantage;
 - (e) an act of collecting an expense or otherwise giving an economic disadvantage in connection with delivery of a document under Article 55, paragraph (1) or (2) of the Act (excluding the act set forth in (d));
 - (f) an act of having an undue influence on a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract by deception or other wrongful means in conducting the confirmation referred to in Article 124, paragraph (3);
 - (g) an act of providing information by an electronic or magnetic means to a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract without conducting the confirmation referred to in Article 124, paragraph (3) or to a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract for whom the confirmation cannot be conducted;
 - (h) an act of acting for a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract to give consent or receive information to be provided by an electronic or magnetic means, by deception or other wrongful means; or

- (i) beyond what are set forth in (a) through (h) above, an act of having a person who intends to bear a specified burden involved in business opportunity sales transactions or a counterparty to a business opportunity sales contract to give consent or receive information to be provided by an electronic or magnetic means against the person's or the counterparty's will.

(Corporation Specified by Order of the Competent Ministry Referred to in Article 7 of the Order, as Applied Mutatis Mutandis Pursuant to Article 33 of the Order)

Article 129 The provisions of Article 20 apply mutatis mutandis to the corporation specified by order of the competent ministry prescribed in Article 7 of the Order, as applied mutatis mutandis pursuant to Article 33 of the Order following the deemed replacement of terms. In this case, the term "a seller or a service provider" in Article 20, paragraph (1) is deemed to be replaced with "a person engaged in business opportunity sales."

(Person Specified by Order of the Competent Ministry Referred to in Article 57-2, Paragraph (1) of the Act)

Article 130 The person specified by order of the competent ministry referred to in Article 57-2, paragraph (1) of the Act is to be a person who plays the leading role in performing the business activities that have become subject to an order for suspension pursuant to the provisions of the first sentence of Article 57, paragraph (1) of the Act.

(Delivery of a Document after Cancellation of Sales Contracts for Business Opportunities is Prevented)

Article 131 (1) The document referred to in Article 58, paragraph (1) of the Act must provide the following information:

- (i) details of the business opportunity sales contract;
- (ii) a statement that the counterparty may cancel the business opportunity sales contract in writing or by an electronic or magnetic record within 20 days from the date on which the counterparty receives the document pursuant to the provisions of Article 58, paragraph (1) of the Act;
- (iii) particulars concerning the provisions of the second sentence of paragraph (1), paragraph (2), and paragraph (3) of Article 58 of the Act;
- (iv) a statement that if a business opportunity sales contract is canceled, and the charges for the goods or the consideration for the services pertaining to the business opportunity sales contract have been paid, or the transaction fees pertaining to the business opportunity sales contract have been provided, the person engaged in business opportunity sales will promptly return the

- total amount of those money to the counterparty to business opportunity sales transactions;
- (v) the name, address, and telephone number of the person engaged in business opportunity sales, and if the person is the juridical person; the name of its representative;
 - (vi) the name of the person who was in charge of the conclusion of the business opportunity sales contract; and
 - (vii) the date of the contract.
- (2) The document must use larger letters and numbers than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.
- (3) When providing the information in the document, the details prescribed in paragraph (1), items (ii) through (iv) must be described in red letters within the red frame.
- (4) The document to be delivered pursuant to the provisions of preceding three paragraphs must be provided in accordance with Form 4.
- (5) When a person engaged in business opportunity sales delivers the document referred to in Article 58, paragraph (1) of the Act to the counterparty to the sales transaction related to business opportunity, that person must immediately inform the counterparty to the sales transaction related to business opportunity of the details prescribed in paragraph (1), items (ii) through (iv) after confirming that the counterparty to the sales transaction related to business opportunity has read through the document.

Chapter V Door-to-Door Purchases

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

- Article 132 The information specified by order of the competent ministry referred to in Article 58-7, paragraph (1), item (vii) of the Act is as follows:
- (i) the name, address, and telephone number of the commercial purchaser, and if the commercial purchaser is a juridical person, the name of its representative;
 - (ii) the name of a person who was in charge of the offer for or the conclusion of the sales contract;
 - (iii) the date on which the offer for the sales contract was made, or the sales contract was concluded;
 - (iv) the name of the article;
 - (v) features of the article;
 - (vi) if a trademark, the name of the manufacturer or seller is specified on the article or its accessories, or there is the model number of the article or its accessories, the trademark, the name of the manufacturer or seller, or the model number;

- (vii) if there are provisions for cancellation of the contract, the details of the provisions; and
- (viii) if there are any special provisions beyond what is set forth in the preceding item, the details of the special provisions.

Article 133 (1) A document to be delivered pursuant to the provisions of Article 58-7, paragraph (1) of the Act or Article 58-8, paragraph (1) or (2) of the Act (hereinafter referred to as the "document" in this Article) must respectively meet the requirements set forth in the lower column of the following table for the matters set forth in the upper column of that table.

Matters	Requirements
(i) matters concerning refusal to deliver an article under Article 58-15 of the Act	none of the provisions are disadvantageous for a person refusing to deliver an article under Article 58-15 of the Act with regard to the purchase price of an article pertaining to a door-to-door purchase.
(ii) matters concerning cancellation of the contract	(a) none of the provisions prohibit the counterparty to the sales contract from canceling the contract. (b) none of the provisions are more disadvantageous for the counterparty to the sales contract than those prescribed in the Civil Code with regard to the obligations of the commercial purchaser in the case where the contract is cancelled due to a cause imputable to the commercial purchaser.
(iii) matters concerning other special provisions	no special provisions are prescribed in violation of laws and regulations.

- (2) The document must indicate that a person must read through its contents very carefully, in red letters within a red frame.
- (3) The document must use letters and numbers with a font size of 8 points specified in the Japanese Industrial Standards Z 8305 or more.

Article 134 (1) The information set forth in Article 58-7, paragraph (1), item (v) of the Act that is to be described in a document to be delivered pursuant to the provisions of Article 58-7, paragraph (1) of the Act, or Article 58-8, paragraph (1) or (2) of the Act must respectively include the details set forth in the lower column of the following table according to the classification set forth in the upper column of that table.

<p>(i) matters concerning withdrawal of the offer for or cancellation of a sales contract for an article</p>	<p>(a) a statement that the offeror or counterparty (meaning the offeror or counterparty referred to in Article 58-14, paragraph (1) of the Act; hereinafter the same applies in this Article and Article 149) may withdraw the offer for or cancel the sales contract for an article in writing or by an electronic or magnetic record for a period until eight days have passed from the date on which the offeror or counterparty received the document referred to in Article 58-8, paragraph (1) or (2) of the Act (or from the date of receipt of the document referred to in Article 58-7, paragraph (1) of the Act where the offeror or counterparty has received such document on an earlier date)</p>
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(b) a statement that, notwithstanding the matter stated in (a), if the offeror or counterparty has not withdrawn the offer for or cancelled the sales contract for an article due to being misled by the commercial purchaser's act of misrepresenting information concerning withdrawal of the offer for or cancellation of the sales contract in violation of the provision of Article 58-10, paragraph (1) of the Act, or due to being disturbed by the commercial purchaser's act of intimidating the offeror or counterparty in violation of the provision of paragraph (3) of the same Article, the offeror or counterparty may withdraw the offer for or cancel the contract in writing or by an electronic or magnetic record for a period until eight days have passed from the date on which the offeror or counterparty received the document referred to in the proviso to Article 58-14, paragraph (1) of the Act that has been delivered by the commercial purchaser

(c) a statement that the withdrawal of the offer for or cancellation of the contract referred to in (a) or (b) takes effect when the offeror or counterparty issues a document or notice using an electronic or magnetic record pertaining to the withdrawal of the offer for or the cancellation of the contract

(d) a statement that if there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), the commercial purchaser may not claim damages or demand payment of a penalty pertaining to the withdrawal of the offer for or cancellation of the contract from the offeror or counterparty

	<p>(e) a statement that if there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), and the price for the sales contract has already been paid, the commercial purchaser bears the costs required for returning the price and the interest</p> <p>(f) a statement that if there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), and an article has already been delivered, the commercial purchaser returns the article promptly to the offeror or counterparty</p>
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(2) The information set forth in the preceding paragraph and Article 58-7, paragraph (1), item (vi) of the Act must be described in red letters within a red frame.

(Electronic or Magnetic Means for Delivery of a Document That Must Be Delivered Pursuant to the Provisions of Article 58-7, Paragraph (1) of the Act)

Article 135 (1) The electronic or magnetic means referred to in Article 58-7, paragraph (2) of the Act is as follows:

- (i) a means that uses an electronic data processing system (meaning an electronic data processing system that connects a computer used by a commercial purchaser and a computer used by a person who made an offer via a telecommunications line; the same applies in Article 138) and that is set forth in (a) or (b) below:
 - (a) a means sending information via a telecommunications line connecting a computer used by a commercial purchaser and a computer used by a person who made an offer, and recording it in a file stored on the computer used by the person who made an offer; or
 - (b) a means making information that should be described in a document and that has been recorded in a file stored on a computer used by a commercial purchaser available via a telecommunications line for inspection by a person who made an offer, and recording the information in a file stored on a computer used by the person who made an offer; or
- (ii) a means delivering a file prepared by using an electronic or magnetic recording medium in which information that should be described in a document is recorded.

(2) The means set forth in the preceding paragraph must conform to the following requirements:

- (i) the means enables a person who made an offer to prepare a document by outputting what has been recorded in a file;
 - (ii) measures are taken to confirm that there is no alteration in information that should be described in a document and that has been recorded in a file; and
 - (iii) in the case of the means set forth in item (1)(b) of the preceding paragraph, the means informs a person who made an offer that information that should be described in a document and that has been recorded in a file will be or has been recorded in a file stored on a computer used by a commercial purchaser.
- (3) If, in place of delivery of a document under Article 58-7, paragraph (1) of the Act, a commercial purchaser provides information that should be described in the document by using the means set forth in paragraph (1), the commercial purchaser must indicate the information in a manner that enables a person who made an offer to read the information clearly.

(Type and Details of Electronic or Magnetic Means for Delivery of a Document That Must Be Delivered Pursuant to the Provisions of Article 58-7, Paragraph (1) of the Act)

Article 136 The type and details of an electronic or magnetic means that is to be indicated pursuant to the provisions of Article 35, paragraph (1) of the Order are as follows:

- (i) a means set forth in paragraph (1) of the preceding Article that is used by a commercial purchaser; and
- (ii) the format for recording information into a file.

(Explanation and Confirmation in Obtaining the Consent Under Article 58-7, Paragraph (2) of the Act)

Article 137 (1) When indicating the information set forth in the preceding Article, a commercial purchaser must explain the following matters to a person who made an offer:

- (i) that unless a person who made an offer gives the consent under Article 58-7, paragraph (2) of the Act after receiving the explanation referred to in this paragraph and the confirmation referred to in paragraph (3), the document referred to in paragraph (1) of the same Article will be delivered;
- (ii) that information provided by an electronic or magnetic means under Article 58-7, paragraph (2) of the Act is the information that should be described in the document referred to in paragraph (1) of the same Article and is important for a person who made an offer;
- (iii) in the case where the information that should be described in the

- document referred to in Article 58-7, paragraph (1) of the Act is provided by an electronic or magnetic means (limited to those set forth in Article 135, paragraph (1), item (i)) under Article 58-7, paragraph (2) of the Act, that the information will be deemed to have arrived at a person who made an offer at the time when the information is recoded in a file stored on a computer used by the person who made an offer and that if eight days have passed from the day of recording, the person who made an offer will no longer be able to withdraw the offer for or cancel the contract under Article 58-14, paragraph (1) of the Act; and
- (iv) that only if a person who made an offer uses on a daily basis a computer that is necessary for inspection of information to be provided by an electronic or magnetic means under Article 58-7, paragraph (2) of the Act (limited to a computer for which the figure obtained by dividing the figure of the maximum diameter of the screen expressed in the unit of centimeter by 2.54 and rounding off the decimal points to the nearest whole number is five or above; hereinafter the same applies in this Article) and can perform operations of the computer by oneself to receive the provision of information (meaning operations until the completion of the provision of information; the same applies in paragraph (3), item (i)), the person who made an offer may receive provision of information by an electronic or magnetic means under Article 58-7, paragraph (2) of the Act.
- (2) When giving the explanation referred to in the preceding paragraph, a commercial purchaser must use simple and easy expressions so that a person who made an offer can understand it.
- (3) After giving the explanation referred to paragraph (1), a commercial purchaser must confirm the following matters:
- (i) a person who made an offer can perform by oneself operations necessary for inspection of information to be provided through transmissions of e-mail or by any other electronic or magnetic means under Article 58-7, paragraph (2) of the Act and uses on a daily basis a computer and an e-mail address (limited to the case where the information is provided via e-mail) that are necessary for the inspection;
- (ii) a person who made an offer ensures cybersecurity for a computer that is necessary for inspection; and
- (iii) Whether or not a person who made an offer wishes to have information to be provided by using an electronic or magnetic means under Article 58-7, paragraph (2) of the Act be sent via e-mail to a person designated by the person who made an offer in advance; and if the person who made an offer so wishes, an e-mail address of the designated person.
- (4) When conducting the confirmation referred to in the preceding paragraph, a commercial purchaser must use a means in which a person who made an offer

operates by oneself a computer used by the person on a daily basis and use a webpage, etc. prescribed in Article 2, item (i) of the Order of the commercial purchaser.

- (5) A commercial purchaser is to obtain the consent under Article 58-7, paragraph (2) of the Act by having a person who made an offer enter the name of the person and a statement to the effect that the person understood the content of the explanation referred to in paragraph (1), into the document, etc. referred to in Article 35, paragraph (1) of the Order. In this case, the commercial purchaser must not use a means entering symbols or any other means that cannot clarify the recognition of the person who made an offer on the consent.
- (6) If a person who made an offer demands sending of e-mail pursuant to the provisions of paragraph (3), item (iii), a commercial purchaser must send e-mail to a person designated by the person who made an offer in advance at the same time as provision of information by an electronic or magnetic means under Article 58-7, paragraph (2) of the Act.
- (7) If a commercial purchaser has obtained the consent under Article 58-7, paragraph (2) of the Act after conducting the explanation under paragraph (1) and the confirmation under paragraph (3), the commercial purchaser must deliver a document evidencing that the consent has been obtained (and if the consent has been obtained by using a document, including a copy of the document) to a person who made an offer by the time of provision of information by an electronic or magnetic means under Article 58-7, paragraph (2) of the Act.

(Obtaining Consent Using Information and Communications Technology for Delivery of a Document That Must Be Delivered Pursuant to the Provisions of Article 58-7, Paragraph (1) of the Act)

Article 138 (1) The means specified by order of the competent ministry referred to in Article 35, paragraph (1) of the Order is as follows:

- (i) a means that uses an electronic data processing system and that falls under any of (a) or (b) below:
 - (a) a means sending a statement to the effect that a person who made an offer gives the consent referred to in Article 35, paragraph (1) of the Order or the refusal referred to in paragraph (2) of the same Article (hereinafter referred to as the "consent, etc." in this paragraph) from a computer used by the person who made an offer to a computer used by a commercial purchaser via a telecommunications line, and recording the statement in a file stored on the computer used by the commercial purchaser; or
 - (b) a means making the type and details of the electronic or magnetic means set forth in Article 136 that have been recorded in a file stored on a

computer used by a commercial purchaser available via a telecommunications line for inspection by a person who made an offer, and recording a statement to the effect that the consent, etc. is given, in a file stored on the computer; or

(ii) a means delivering a file prepared by using an electronic or magnetic recording medium in which a statement to the effect that the consent, etc. is given has been recorded.

(2) The means set forth in the preceding paragraph must be a means that enables a commercial purchaser to prepare a document by outputting what has been recorded in the file.

(Confirmation Under Article 35, Paragraph (3) of the Order)

Article 139 The confirmation under Article 35, paragraph (3) of the Order is to be conducted by confirming that the information has been recorded in a file stored on a computer used by a person who made an offer, and that the information is in a state that enables inspection by the person who made an offer, by telephone, a means that uses an electronic data processing system or any other means.

(Means Specified by Order of the Competent Ministry Referred to in Article 58-7, Paragraph (3) of the Act)

Article 140 The means specified by order of the competent ministry referred to in Article 58-7, paragraph (3) of the Act is to be the means set forth in Article 135, paragraph (1), item (ii).

(Information to Be Specified in Documents Delivered at the Time of Concluding Contracts in Door-to-Door Purchases)

Article 141 The information specified by order of the competent ministry referred to in Article 58-8, paragraph (2) of the Act is as follows:

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

(ii) the name of a person who was in charge of the conclusion of the sales contract;

(iii) the date on which the sales contract was concluded;

(iv) the name of the article;

(v) features of the article;

(vi) if a trademark, the name of the manufacturer or seller is specified on the article or its accessories, or there is the model number of the article or its accessories, the trademark, the name of the manufacturer or seller, or the model number;

- (vii) if there are provisions for cancellation of the contract, the details of the provisions;
- (viii) if there are any special provisions beyond what is set forth in the preceding item, the details of the special provisions; and
- (ix) in a case other than the case where the entirety of the price has been paid and all articles have been delivered at the time of the conclusion of the sales contract, the information referred to in Article 58-7, paragraph (1), items (iii) and (iv) of the Act.

(Application, Mutatis Mutandis of Provisions Pertaining to Article 58-7, Paragraphs (2) and (3) of the Act, as Applied Mutatis Mutandis Pursuant to Article 58-8, Paragraph (3) of the Act)

Article 142 The provisions of Articles 135 through 140 apply mutatis mutandis to the case where the provisions of Article 58-7, paragraphs (2) and (3) of the Act applies mutatis mutandis pursuant to Article 58-8, paragraph (3) of the Act. In this case, the terms "paragraph (1) of the same Article" and "Article 58-7, paragraph (1) of the Act" are deemed to be replaced with "Article 58, paragraph (1) or (2) of the Act," and the term "a person who made an offer" is deemed to be replaced with "a counterparty to a sales contract."

(Important Matters in Door-to-Door Purchases)

Article 143 The information specified by order of the competent ministry referred to in Article 58-10, paragraph (1), item (i) of the Act is to be those set forth in the following items:

- (i) the efficacy of the article;
- (ii) the trademark, the name of the manufacturer, and the name of the seller of the article; and
- (iii) quantity of articles purchased.

(Information to Be Notified to the Counterparty Regarding the Delivery of Articles to a Third Party)

Article 144 The information specified by order of the competent ministry referred to in Article 58-11 is to be those set forth in the following items:

- (i) the name, address, and telephone number of the third party, and if the third party is a juridical person, the name of its representative;
- (ii) the date on which the article was delivered to the third party;
- (iii) the type of the article;
- (iv) the name of the article;
- (v) features of the article;
- (vi) if a trademark, the name of the manufacturer or seller is specified on the article or its accessories, or there is the model number of the article or its

- accessories, the trademark, the name of the manufacturer or seller, or the model number; and
- (vii) any other information that should serve as a reference for the counterparty to the sales contract to learn the situation of the delivery of the article to the third party.

(Means of Giving Notice Regarding the Delivery of Articles to a Third Party)

Article 145 (1) A written document must be used to give the notice under Article 58-11-2 of the Act.

- (2) Except in the case prescribed in the following paragraph, the document referred to in the preceding paragraph must include the following information:
- (i) a statement that an article delivered to a third party is an article delivered by the counterparty to a sales contract that falls under any of the items of Article 58-8, paragraph (1) of the Act;
 - (ii) a statement that the counterparty to the contract may cancel the contract until eight days have passed from the date referred to in item (iv);
 - (iii) a statement that if the counterparty to the contract has not received the document referred to in Article 58-7, paragraph (1) of the Act, or Article 58-8, paragraph (1) or (2) of the Act on the date referred to in the following item, or if the counterparty to the contract has not cancelled the contract by the time limit referred to in the preceding item because the counterparty to the contract was under the misapprehension that information about the cancellation of the contract that the commercial purchaser had misrepresented to the counterparty to the contract, in violation of the provisions of Article 58-10, paragraph (1), was true, or because the counterparty to the contract was overwhelmed due to the commercial purchaser's use of intimidation, in violation of the provisions of paragraph (3) of the same Article, the counterparty to the contract may cancel the contract even after that time limit;
 - (iv) the date on which the commercial purchaser delivered the document referred to in Article 58-8, paragraph (1) or (2) of the Article pertaining to the contract to the counterparty to the sales contract for an article (or in the case where the document referred to in Article 58-7, paragraph (1) of the Act has been delivered at an earlier date, the date on which the document was delivered);
 - (v) the name, address, and telephone number of the commercial purchaser, and if the commercial purchaser is a juridical person, the name of its representative;
 - (vi) the date of delivery of the article to the third party;
 - (vii) the type of the article;
 - (viii) the name of the article;

- (ix) features of the article; and
 - (x) if a trademark, the name of the manufacturer or seller is specified on the article or its accessories, or there is the model number of the article or its accessories, the trademark, the name of the manufacturer or seller, or the model number.
- (3) If the counterparty to a sales contract that falls under any of the items of Article 58-8, paragraph (1) of the Act has already canceled the contract pursuant to the provisions of Article 58-14, paragraph (1) of the Act, the document referred to in paragraph (1) must include the fact of the cancellation and the following information:
- (i) a statement that an article delivered to a third party is an article delivered by the counterparty to a sales contract that falls under any of the items of Article 58-8, paragraph (1) of the Act;
 - (ii) a statement that in that case, the third party to whom the article was delivered will return the article in accordance with a demand from the counterparty to the contract;
 - (iii) the name, address, and telephone number of the commercial purchaser, and if the commercial purchaser is a juridical person, the name of its representative;
 - (iv) the date of delivery of the article to the third party;
 - (v) the type of the article;
 - (vi) the name of the article;
 - (vii) features of the article; and
 - (viii) if a trademark, the name of the manufacturer or seller is specified on the article or its accessories, or there is the model number of the article or its accessories, the trademark, the name of the manufacturer or seller, or the model number.
- (4) The document must use letters and numbers with a font size of 8 points specified in the Japanese Industrial Standards Z 8305 or more.
- (5) When being described in a document, the contents set forth in paragraph (2), items (i) through (iv) (or in the case prescribed in paragraph (3), the fact of the cancellation, and items (i) and (ii) of the same paragraph) must be described in red letters within a red frame.
- (6) A document to be delivered pursuant to the provisions of paragraph (2), paragraph (4), and the preceding paragraph must be in accordance with Form 5; provided, however, that a document to be delivered pursuant to the provisions of paragraph (3) must be in accordance with Form 6.

(Prohibited Acts in Door-to-Door Purchases)

Article 146 The acts specified by order of the competent ministry referred to in Article 58-12, paragraph (1), item (iv) of the Act are as follows:

- (i) an act of soliciting a sales contract connected with a door-to-door purchase in a way that makes a person feel annoyed, receiving delivery of an article connected with a door-to-door purchase in a way that makes a person feel annoyed, or preventing a person from withdrawing an offer for, or cancelling, a sales contract connected with a door-to-door purchase or refusing delivery of an article under Article 58-15 of the Act in a way that makes the person feel annoyed;
- (ii) an act of having a young person, elderly person or any other person to conclude a sales contract connected with a door-to-door purchase or deliver an article connected with a door-to-door purchase, by taking advantage of the impaired judgment of the person;
- (iii) an act of soliciting a contract that is deemed inappropriate in light of a customer's knowledge and experience;
- (iv) an act of having a person provide false information concerning age, occupation or any other relevant matter in a document pertaining to a sales contract connected with a door-to-door purchase when concluding the contract;
- (v) an act of standing in the way of a customer or following around a customer on a road or at any other public place in order to solicit a sales contract connected with a door-to-door purchase;
- (vi) conducting any of the following acts in providing information that should be described in a document to be delivered pursuant to the provisions of Article 58-7, paragraph (1) (or in the case of application, *mutatis mutandis* pursuant to Article 58-8, paragraph (3) of the Act, a document to be delivered pursuant to the provisions of paragraph (1) or (2) of the same Article), by an electronic or magnetic means pursuant to the provisions of Article 58-7, paragraph (2) of the Act (including as applied *mutatis mutandis* pursuant to Article 58-8, paragraph (3) of the Act):
 - (a) an act of proceeding with procedures for provision of information by an electronic or magnetic means, for a customer or a counterparty to a sales contract who has expressed the intension not to receive provision of information by an electronic or magnetic means;
 - (b) an act of misrepresenting information that would affect the decision of a customer or a counterparty to a sales contract (excluding the acts prescribed in Article 58-10, paragraph (1) of the Act);
 - (c) an act of using intimidation to overwhelm a person (excluding the acts prescribed in Article 58-10, paragraph (3) of the Act);
 - (d) an act of giving an economic advantage;
 - (e) an act of collecting an expense or otherwise giving an economic disadvantage in connection with delivery of a document under Article 58-7, paragraph (1) of the Act, or Article 58-8, paragraph (1) or (2) of the Act

- (excluding the act set forth in (d));
- (f) an act of having an undue influence on a customer or a counterparty to a sales contract by deception or other wrongful means in conducting the confirmation referred to in Article 137, paragraph (3);
- (g) an act of providing information by an electronic or magnetic means to a customer or a counterparty to a sales contract without conducting the confirmation referred to in Article 137, paragraph (3) or to a customer or a counterparty to a sales contract for whom the confirmation cannot be conducted;
- (h) an act of acting for a customer or a counterparty to a sales contract to give consent or receive information to be provided by an electronic or magnetic means, by deception or other wrongful means; or
- (i) beyond what are set forth in (a) through (h) above, an act of having a customer or a counterparty to a sales contract to give consent or receive information to be provided by an electronic or magnetic means against the person's will.

(Corporation Specified by Order of the Competent Ministry Referred to in Article 7 of the Order, as Applied Mutatis Mutandis Pursuant to Article 36 of the Order)

Article 147 The provisions of Article 20 apply mutatis mutandis to the corporation specified by order of the competent ministry prescribed in Article 7 of the Order, as applied mutatis mutandis pursuant to Article 36 of the Order following the deemed replacement of terms. In this case, the term "a seller or a service provider" in Article 20, paragraph (1) is deemed to be replaced with "a commercial purchaser."

(Person Specified by Order of the Competent Ministry Referred to in Article 58-13-2, Paragraph (1) of the Act)

Article 148 The person specified by order of the competent ministry referred to in Article 58-13-2, paragraph (1) of the Act is to be a person who plays the leading role in performing the business activities that have become subject to an order for suspension pursuant to the provisions of the first sentence of Article 58-13, paragraph (1) of the Act.

(Delivery of a Document After Withdrawal of Offer for Contract Is Prevented)

Article 149 (1) The document referred to in the proviso to Article 58-14, paragraph (1) of the Act must include the following information:

- (i) the purchase price of the article;
- (ii) a statement that the offeror or counterparty may withdraw the offer for or cancel the sales contract in writing or by an electronic or magnetic means

- until eight days have passed from the day of receiving the document based on the provisions of the proviso to Article 58-14, paragraph (1) of the Act;
- (iii) particulars concerning the provisions of Article 58-14, paragraphs (2) through (5) of the Act;
 - (iv) a statement that if there has been withdrawal of the offer for or cancellation of the sales contract, and the article has already been delivered, the commercial purchaser returns the article promptly to the offeror or counterparty;
 - (v) the name, address, and telephone number of the commercial purchaser, and if the commercial purchaser is a juridical person, the name of its representative;
 - (vi) the name of a person who was in charge of the offer for or the conclusion of the sales contract;
 - (vii) the date on which the offer for the sales contract was made, or the sales contract was concluded;
 - (viii) the name of the article;
 - (ix) features of the article; and
 - (x) if a trademark, the name of the manufacturer or seller is specified on the article or its accessories, or there is the model number of the article or its accessories, the trademark, the name of the manufacturer or seller, or the model number.
- (2) The document must use letters and numbers with a font size of 8 points specified in the Japanese Industrial Standards Z 8305 or more.
 - (3) When being described in a document, the contents set forth in paragraph (1), items (ii) through (iv) must be described in red letters within a red frame.
 - (4) A document to be delivered pursuant to the provisions of the preceding three paragraphs must be in accordance with Form 7.
 - (5) When a commercial purchaser delivers the document referred to in the proviso to Article 58-14, paragraph (1) of the Act to the offeror or counterparty, the commercial purchaser must immediately inform the offeror or counterparty of the details set forth in paragraph (1), items (ii) through (iv) after confirming that the offeror or counterparty has read through the relevant document.

(Case Where the Counterparty to a Sales Contract Is Found to Normally Have the Intention to Dispose of the Article)

Article 150 The case specified by order of the competent ministry referred to in Article 37, item (iv) of the Order is to be the case where the counterparty to a sales contract is going to vacate the counterparty's residence.

Chapter VI Miscellaneous Provisions

(Procedure for Making Proposals to the Competent Minister)

Article 151 (1) A person who intends to make a proposal to the competent minister pursuant to the provisions of Article 60, paragraph (1) of the Act must submit a written proposal including the following information:

- (i) the name and address of the person making the proposal;
- (ii) the mode of transactions pertaining to the proposal;
- (iii) purport of the proposal; and
- (iv) any other information for references.

(2) The written proposal submitted pursuant to the provisions of preceding paragraph must be submitted in accordance with Form 8.

(Parent Corporation, etc. or Affiliated Corporation, etc.)

Article 152 (1) The corporation, etc. specified by order of the competent ministry referred to in item (i) of Remark of the table of Article 40 of the Order is to be the following corporation etc. (meaning a corporation, etc. prescribed in the same item; hereinafter the same applies in this Article); provided, however, that this does not apply to a corporation etc. that is found to clearly have no control over the decision-making body (meaning the decision-making body prescribed in the same item; hereinafter the same applies in this paragraph) of another corporation, etc. in view of their financial, or operational or business relationship:

- (i) a corporation, etc. that holds, on its own account, a majority of the voting rights in another corporation, etc. (excluding another corporation, etc. that has been subject to an order commencing bankruptcy proceedings, order commencing rehabilitation proceedings, or order commencing reorganization proceedings or any other corporation, etc. equivalent thereto for which it is found that no effective controlling interest exists; hereinafter the same applies in this paragraph);
- (ii) a corporation, etc. that holds, on its own account, not less than 40 percent but not more than 50 percent of the voting rights in another corporation, etc., and that falls under any of the following requirements:
 - (a) that the voting rights held by the corporation, etc. on its own account, and the voting rights held by any person who is found to exercise the voting rights in concert with the intention of the corporation, etc. due to a close relationship with the corporation, etc. in terms of equity, personnel affairs, funds, technology, transactions, etc. and by any person who has consented to exercising the voting rights in concert with the intention of the corporation, etc. constitute a majority of the voting rights in the relevant other corporation, etc.;
 - (b) that persons who are officers, members executing business or employees of the corporation, etc., or persons who have formerly been in those

- positions and who are able to exert an influence on decisions on financial and operational or business policies of the relevant other corporation, etc. from the standpoint of the corporation, etc. constitute a majority of the members of the board of directors or any other organ equivalent thereto of the relevant other corporation, etc.;
- (c) that there exists a contract, etc. concluded between the corporation, etc. and the relevant other corporation, etc. that provides for control over significant decisions on financial and operational or business policies of the relevant other corporation, etc.;
- (d) that the corporation, etc. has financed more than half of the total amount of funds procured by the relevant other corporation, etc. (including the case where the amount financed by the corporation, etc., and the amount financed by a person with a close relationship with the corporation, etc. in terms of equity, personnel affairs, funds, technology, transactions, etc. constitute more than half of the total amount of the funds procured); or
- (e) that there exists any other fact implying that the corporation, etc. has control over the decision-making body of the relevant other corporation, etc.; or
- (iii) if the voting rights held by a corporation, etc. on its own account, and the voting rights held by any person who is found to exercise the voting rights in concert with the intention of the corporation, etc. due to a close relationship with the corporation, etc. in terms of equity, personnel affairs, funds, technology, transactions, etc. and by any person who has consented to exercising the voting rights in concert with the intention of the corporation, etc. constitute a majority of the voting rights in another corporation, etc. (including the case where the corporation, etc. does not hold the voting rights on its own account), the corporation, etc. that falls under any of the requirements set forth in (b) through (e) of the preceding item.
- (2) The corporation, etc. specified by order of the competent ministry referred to in item (ii) of Remark of the table of Article 40 of the Order is as follows; provided, however, that this does not apply if it is clearly found that a corporation, etc. (including subsidiary corporations, etc. (meaning subsidiary corporations prescribed in item (i) of Remark of the same table; hereinafter the same applies in this paragraph) of the corporation, etc.) is unable to exert any significant influence on decisions on financial and operational or business policies of another corporation, etc. other than a subsidiary corporation, etc., in view of their financial, or operational or business relationship:
- (i) if a corporation, etc. (including subsidiary corporations, etc. of the corporation, etc.) holds, on its own account, 20 percent or more of the voting rights in another corporation, etc. other than a subsidiary corporation, etc. (excluding another corporation, etc. other than a subsidiary corporation, etc.

that has been subject to an order commencing bankruptcy proceedings, order commencing rehabilitation proceedings, or order commencing reorganization proceedings or any other corporation, etc. other than a subsidiary corporation, etc. equivalent thereto for which it is found that the corporation, etc. is unable to exert any significant influence on decisions on financial and operational or business policies of the relevant other corporation, etc. other than a subsidiary corporation, etc.; hereinafter the same applied in this paragraph), the relevant other corporation, etc. other than a subsidiary corporation, etc.;

(ii) if a corporation, etc. (including subsidiary corporations, etc. of the corporation, etc.) holds, on its own account, not less than 15 percent but not more than 20 percent of the voting rights in another corporation, etc. other than a subsidiary corporation, etc., the relevant other corporation, etc. other than a subsidiary corporation, etc. that falls under any of the following requirements:

(a) that a person who is an officer, member executing business, or employee of the corporation, etc., or a person who has formerly been in any of those positions and who is able to exert an influence on decisions on financial and operational or business policies of the relevant other corporation, etc. other than a subsidiary corporation, etc. from the standpoint of the corporation, etc. assumes the office of a representative director, director or any other position equivalent thereto of the relevant other corporation, etc. other than a subsidiary corporation, etc.;

(b) that significant financing has been granted by the corporation, etc.;

(c) that significant technology has been provided by the corporation, etc.

(d) that there are significant operational or business transactions with the corporation, etc.; or

(e) that there exists any other fact implying that the corporation, etc. is able to exert a significant influence on decisions on financial and operational or business policies of the relevant other corporation, etc. other than a subsidiary corporation, etc.; or

(iii) if the voting rights held by a corporation, etc. (including subsidiary corporations, etc. of the corporation, etc.) on its own account, and the voting rights held by any person who is found to exercise the voting rights in concert with the intention of the corporation, etc. due to a close relationship with the corporation, etc. in terms of equity, personnel affairs, funds, technology, transactions, etc. and by any person who has consented to exercising the voting rights in concert with the intention of the corporation, etc. constitute 20 percent or more of the voting rights in another corporation, etc. other than a subsidiary corporation, etc. (including the case where the corporation, etc. does not hold the voting rights on its own account), the

relevant other corporation, etc. other than a subsidiary corporation etc. that falls under any of the requirements set forth in (a) through (e) of the preceding item.

(Document Specified by Order of the Competent Ministry Referred to in Article 66-3 of the Act)

Article 153 The document specified by order of the competent ministry referred to in Article 66-3 of the Act is to be a document stating the contents of an adverse disposition and the specific provisions of laws and regulations which will be the grounds for the adverse disposition, and the facts that caused the adverse disposition.

Supplementary Provisions

This Ministerial Order comes into effect as of the date on which the Act comes into effect (December 3, 1976).

Supplementary Provisions [Order of the Ministry of International Trade and Industry No. 83 of November 17, 1984]

This Ministerial Order comes into effect as of December 1, 1984.

Supplementary Provisions [Order of the Ministry of International Trade and Industry No. 72 of November 16, 1988]

- (1) This Ministerial Order comes into effect as of the date on which the Act to Partially Amend the Act on Door-to-Door Sales (Act No. 43 of 1988) comes into effect (November 16, 1988).
- (2) The provisions of Article 9 of the Act on Door-to-Door Sales do not apply to an offer for a sales contract that a seller received prior to the enforcement of this Ministerial Order for any of the designated goods that are prescribed in Article 2, paragraph (3) of the Act on Door-to-Door Sales after the amendment and that fall under the designated goods prescribed in Article 2, paragraph (3) of the Act on Door-to-Door Sales prior to the amendment.
- (3) Prior laws continue to govern the application of penal provisions to conduct that a person engages in prior to the enforcement of this Ministerial Order.

Supplementary Provisions [Order of the Ministry of International Trade and Industry No. 74 of October 30, 1996]

- (1) This Ministerial Order comes into effect as of the date on which the Act to

Partially Amend the Act on Door-to-Door Sales and the Act to Establish the Ministry of International Trade and Industry (Act No. 44 of 1996) comes into effect (November 21, 1996).

- (2) Prior laws continue to govern the application of penal provisions to conduct that a person engages in prior to the enforcement of this Ministerial Order.

Supplementary Provisions [Order of the Ministry of International Trade and Industry No. 52 of May 19, 1998]

This Ministerial Order comes into effect as of June 1, 1998.

Supplementary Provisions [Order of the Ministry of International Trade and Industry No. 94 of October 22, 1999]

(Effective Date)

- (1) This Ministerial Order comes into effect as of the date on which the Act to Partially Amend the Act on Door-to-Door Sales and the Installment Sales Act (Act No. 34 of 1999) comes into effect (October 22, 1999).

(Transitional Measures)

- (2) The provisions of Article 25, item (i) apply to the business year including the date on which this Ministerial Order comes into effect and subsequent business years.

Supplementary Provisions [Order of the Ministry of International Trade and Industry No. 293 of October 31, 2000]

This Ministerial Order comes into effect as of January 6, 2001.

Supplementary Provisions [Order of the Ministry of Economy, Trade and Industry No. 39 of March 26, 2001]

This Ministerial Order comes into effect as of the date on which the Act to Consolidate the Relevant Acts for the Use of Information and Communications Technology Relating to Issuance of Documents comes into effect (April 1, 2001).

Supplementary Provisions [Order of the Ministry of Economy, Trade and Industry No. 152 of April 25, 2001]

This Ministerial Order comes into effect as of June 1, 2001.

Supplementary Provisions [Order of the Ministry of Economy, Trade and Industry No. 204 of October 10, 2001]

This Ministerial Order comes into effect as of the date of promulgation.

Supplementary Provisions [Order of the Ministry of Economy, Trade and Industry No. 1 of January 10, 2002]

This Ministerial Order comes into effect as of February 1, 2002.

Supplementary Provisions [Order of the Ministry of Economy, Trade and Industry No. 86 of June 21, 2002]

This Ministerial Order comes into effect as of July 1, 2002.

Supplementary Provisions [Order of the Ministry of Economy, Trade and Industry No. 33 of March 28, 2003]

This Ministerial Order comes into effect as of April 1, 2003.

Supplementary Provisions [Order of the Ministry of Economy, Trade and Industry No. 87 of August 27, 2004]

(Effective Date)

Article 1 This Ministerial Order comes into effect as of December 11, 2004.

(Transitional Measures)

Article 2 (1) The provisions of Articles 6 and 20 of the Regulations for Enforcement of the Act on Specified Commercial Transactions after the amendment (hereinafter referred to as the "New Ministerial Order") apply to an offer for a sales contract or a service contract that a seller or a service provider receives after the enforcement of this Ministerial Order, or a sales contract or a service contract that is concluded after the enforcement of this Ministerial Order (excluding those for which the offer has been received prior to the enforcement of this Ministerial Order); prior laws continue to govern an offer for a sales contract or a service contract that a seller or a service provider has received prior to the enforcement of this Ministerial Order or a sales contract or a service contract connected with the offer that is concluded after the enforcement of this Ministerial Order, or a sales contract or a service contract that has been concluded prior to the enforcement of this Ministerial Order.

(2) The provisions of Articles 29, 30, 33 through 36, and 45 of the New Ministerial Order apply to a contract involving multilevel marketing transactions that are connected to multilevel marketing undertakings prescribed in Article 33, paragraph (1) of the Act on Specified Commercial Transactions (hereinafter referred to as a "multilevel marketing contract"), a specified continuous service contract prescribed in Article 41, paragraph (1), item (i) of the same Act (hereinafter simply referred to as a "specified continuous service contract") or a sales contract for specified rights prescribed in item (ii) of the same paragraph (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 the same Act (hereinafter referred to as a "business opportunity sales contract"), that is concluded after the enforcement of this Ministerial Order; prior laws continue to govern a multilevel marketing contract, specified continuous service contract or sales contract for specified rights, or business opportunity sales contract that has been concluded prior to the enforcement of this Ministerial Order.

Supplementary Provisions [Order of the Ministry of Economy, Trade and Industry No. 63 of April 28, 2006] [Extract]

(Effective Date)

Article 1 This Ministerial Order comes into effect as of the date on which the Companies Act comes into effect (May 1, 2006).

Supplementary Provisions [Order of the Ministry of Economy, Trade and Industry No. 109 of December 26, 2006]

This Ministerial Order comes into effect as of January 15, 2007.

Supplementary Provisions [Order of the Ministry of Economy, Trade and Industry No. 74 of October 1, 2008]

This Ministerial Order comes into effect as of the date on which the provisions set forth in Article 1, item (ii) of the Supplementary Provisions of the Act to Partially Amend the Act on Specified Commercial Transactions and the Installment Sales Act come into effect (December 1, 2008).

Supplementary Provisions [Order of the Ministry of Economy, Trade and Industry No. 36 of June 24, 2009]

This Ministerial Order comes into effect as of the date on which the Act to Partially Amend the Act on Specified Commercial Transactions and the Installment Sales Act comes into effect (December 1, 2009).

Supplementary Provisions [Order of the Cabinet Office and the Ministry of Economy, Trade and Industry No. 1 of February 8, 2013]

This Order comes into effect as of the date on which the Act to Partially Amend the Act on Specified Commercial Transactions comes into effect (February 21, 2013).

Supplementary Provisions [Order of the Cabinet Office and the Ministry of Economy, Trade and Industry No. 1 of June 30, 2017]

This Order comes into effect as of the date on which the Act to Partially Amend the Act on Specified Commercial Transactions comes into effect (December 1, 2017).

Supplementary Provisions [Order of the Cabinet Office and the Ministry of Economy, Trade and Industry No. 1 of June 28, 2019]

This Order comes into effect as of the date on which the Act to Partially Amend the Unfair Competition Prevention Act, etc. comes into effect (July 1, 2019).

Supplementary Provisions [Order of the Cabinet Office and the Ministry of Economy, Trade and Industry No. 1 of March 18, 2020]

(Effective Date)

Article 1 This Order comes into effect as of the date on which the Act to Partially Amend the Civil Code comes into effect (April 1, 2020).

(Transitional Measures)

Article 2 (1) The provisions of Articles 3 through 5 (excluding the part pertaining to item (ii) of the table of paragraph (1) of the same Article), Articles 17 through 19 (excluding the part pertaining to item (ii) of the table of paragraph (1) of the same Article), and Article 20 (excluding the part pertaining to item (i)(a) of the table of paragraph (1)) of the Regulations for Enforcement of the Act on Specified Commercial Transactions amended by this Order (hereinafter referred to as the "New Regulations") apply to an offer for a sales contract or a service contract (hereinafter referred to as a "sales contract, etc.") that is received by a seller or a service provider (hereinafter referred to

as a "seller, etc.") after the enforcement of this Order, or a sales contract, etc. that is concluded after the enforcement of this Order (excluding those for which the offer has been received prior to the enforcement of this Order); prior laws continue to govern an offer for a sales contract, etc. that a seller, etc. has received prior to the enforcement of this Order or a sales contract, etc. connected with the offer that is concluded after the enforcement of this Order, or a sales contract, etc. that has been concluded prior to the enforcement of this Order.

- (2) The provisions of Article 45 of the New Regulations (limited to the part pertaining to item (i) of the table of paragraph (1)) apply to a contract for a business opportunity sales transaction connected with business opportunity sales prescribed in Article 51, paragraph (1) of the Act on Specified Commercial Transactions (hereinafter referred to as a "business opportunity sales contract") that is concluded after the enforcement of this Order; prior laws continue to govern a business opportunity sales contract that has been concluded prior to the enforcement of this Order.

Supplementary Provisions [Order of the Cabinet Office and the Ministry of Economy, Trade and Industry No. 8 of December 24, 2020]

This Order comes into effect as of the date of promulgation.

Supplementary Provisions [Order of the Cabinet Office and the Ministry of Economy, Trade and Industry No. 1 of January 4, 2022]

This Order comes into effect as of the date on which the Act to Partially Amend the Act on Specified Commercial Transactions, etc. to Prevent Damage to and Promote the Recovery of Consumers comes into effect (June 1, 2022).

Supplementary Provisions [Order of the Cabinet Office and the Ministry of Economy, Trade and Industry No. 2 of February 1, 2023]

(Effective Date)

Article 1 This Order comes into effect as of the date on which the provisions set forth in Article 1, item (iii) of the Supplementary Provisions of the Act to Partially Amend the Act on Specified Commercial Transactions, etc. to Prevent Damage to and Promote the Recovery of Consumers (referred to as the "Amendment Act" in Article 4 of the Supplementary Provisions) come into effect (June 1, 2023; hereinafter referred to as the "Effective Date").

(Transitional Measures)

Article 2 The provisions of Articles 8 through 13, 48 through 53, and 58 through 61 of the Regulations for Enforcement of the Act on Specified Commercial Transactions amended by this Order (referred to as the "New Ministerial Order" in the following Article through Article 8 of the Supplementary Provisions) 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.

Article 3 The provisions of Articles 8 through 13 of the New Ministerial Order, as applied mutatis mutandis pursuant to Article 15 of the New Ministerial Order following the deemed replacement of terms, and the provisions of Articles 48 through 53 of the New Ministerial Order, as applied mutatis mutandis pursuant to Article 55 of the New Ministerial Order following the deemed replacement of terms, apply to a sales contract or a service contract that is concluded on or after the Effective Date.

Article 4 The provisions of Articles 81 through 86 of the New Ministerial Order apply to a multilevel marketing contract prescribed in Article 33, paragraph (1) of the Act on Specified Commercial Transactions amended by the Amendment Act (referred to as the "New Act" in the following Article through Article 7 of the Supplementary Provisions) that is concluded on or after the Effective Date.

Article 5 The provisions of Articles 97 through 102 of the New Ministerial Order apply to a specified continuous service contract prescribed in Article 41, paragraph (1), item (i) of the New Act or a sales contract for specified rights prescribed in item (ii) of the same paragraph that is concluded on or after the Effective Date.

Article 6 The provisions of Articles 122 through 127 of the New Ministerial Order apply to a contract for a business opportunity sales transaction prescribed in Article 51, paragraph (1) of the New Act that is concluded on or after the Effective Date.

Article 7 The provisions of Articles 135 through 140 of the New Ministerial Order apply to an offer for a sales contract that is received by a commercial purchaser prescribed in Article 58-4 of the New Act on or after the Effective Date.

Article 8 The provisions of Articles 135 through 140 of the New Ministerial Order, as applied mutatis mutandis pursuant to Article 142 of the New Ministerial Order following the deemed replacement of terms, apply to a sales contract that is concluded on or after the Effective Date.

Form 1 (Re: Article 22 and Article 66)

Form 2 (Re: Article 90)

Form 3 (Re: Article 109)

Form 4 (Re: Article 131)

Form 5 (Re: Article 145)

Form 6 (Re: Article 145)

Form 7 (Re: Article 149)

Form 8 (Re: Article 151)