

Regulation for Enforcement of the Act on Specified Commercial Transactions

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

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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 (referred to below as the "Act") are places stated in items (i) through (iv) and (vi), and the places specified in Article 58-4 of the Act are places stated in items (i) through (iii), (v), and (vi):

- (i) a business office;
- (ii) an agency;
- (iii) a street stall, a food stall, or a store similar to these;
- (iv) beyond what is stated in the preceding three items, a place similar to a store which displays goods and sells those for a specific period;
- (v) beyond what is stated 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 by which

sales contracts or service contracts are entered into is installed.

(Postal Mail)

Article 2 The means specified by order of the competent ministry referred to in Article 2, paragraph (2) of the Act is the means stated 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) delivered 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 means of using a telephone, a facsimile, or other communications equipment, or equipment for data processing;
- (iii) telegraph; and
- (iv) payment made to a deposit or savings account.

(Electronic or Magnetic Means Relating 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; referred to below as the "Order") is as follows:

- (i) a means of 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 if the activity is entrusted to another person);
- (ii) a means of sending email (including if the activity is entrusted to another person); and
- (iii) Beyond what is provided for in the preceding items, a means of 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 if 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); the same applies below 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 for inspection using the internet 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).

Section 2 Door-to-Door Sales

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

Article 5 Matters 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 a corporation; the name of their representative;
- (ii) the name of a person who has been in charge of an offer or entrance into the sales contract or the service contract;
- (iii) the date on which the sales contract or the service contract has been offered or entered into;
- (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 when 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 stated in the preceding two items, 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 (referred to below as the "document" in this Article) must respectively meet the standards referred to in the lower column of the following table with regard to the matters stated in the upper column of that table.

Matters	StandardsRequirements
(i) matters concerning liability if in the case where the delivered goods do not conform to the terms of the contract with respect to the type or quality	that none None of the provisions exempt the seller from liability for the non-conformity if 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) that none of the provisions prohibit the purchaser or the service recipient from canceling the contract. (b) that 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 if in the case the contract is cancelled due to a cause attributable imputable to the seller or the service provider.
(iii) matters concerning other special provisions	that no 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 very carefully.
- (3) 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.

Article 7 (1) With regard to the matters stated 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 stated in the lower column of the following table must be respectively included according to the classification stated in the upper column of that table, excluding the cases prescribed in the following paragraph, and paragraphs (3) and (5).

(i) matters concerning withdrawal of the offer for or cancellation of a sales contract for goods	(a) that the offeror, etc. or counterparty (which meanings the offeror, etc. or counterparty referred to in Article 9, paragraph (1) of the Act; hereinafter the same applies below 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 8 eight days have passed from the date on which the offeror, etc. 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 if where the offeror, etc. or counterparty has received the such document on an earlier date). (b) that notwithstanding the matters stated in (a), if the offeror, etc. or counterparty has had not withdrawn the offer for or cancelled the sales contract for goods due to being misled by the seller's act of misrepresenting matters 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, etc. or counterparty in violation of the provision of paragraph (3) of that Article of the Act, the offeror, etc. or counterparty may 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 8 eight days have passed from the date on which the offeror, etc. or counterparty received the document referred to in the proviso of to Article 9, paragraph (1) of the Act that has been issued by the seller.
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(c) that the withdrawal of the offer for or cancellation of the contract referred to in (a) or (b) takes effect when the offeror, etc. or counterparty issues the document or notice using an electronic or magnetic record relating pertaining to the withdrawal of the offer for or the cancellation of the contract.

(d) that if 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 relating pertaining to the withdrawal of the offer for or cancellation of the contract from the offeror, etc. or counterparty.

(e) that if 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.

(f) that if 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, etc. or counterparty even if the goods delivered based on the sales contract have already been used.

(g) that if where there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), and if when if the price charge for the goods has already been paid, the seller must promptly return the full amount to the offeror, etc. or counterparty.

(ii) matters concerning withdrawal of the offer for or cancellation of a sales contract for rights	(a) that the offeror, etc. or counterparty may 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 8 eight days have passed from the date on which the offeror, etc. 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, etc. or counterparty has received the such document on an earlier date). (b) that notwithstanding the matters stated in (a), if the offeror, etc. or counterparty has had not withdrawn the offer for or cancelled the sales contract for rights due to being misled by the seller's act of misrepresenting matters information concerning withdrawal of the offer for or cancellation of the sales contract in violation of the provisions provision of Article 6, paragraph (1) of the Act, or due to being disturbed by the seller's act of intimidating the offeror, etc. or counterparty in violation of the provisions provision of paragraph (3) of that Article of the Act, the offeror, etc. or counterparty may 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 8 eight days have passed from the date on which the offeror, etc. or counterparty received the document referred to in the proviso to of to Article 9, paragraph (1) of the Act that has been issued by the seller. (c) that the withdrawal of the offer for or cancellation of the contract referred to in (a) or (b) must take effect when the offeror, etc. or counterparty issues the document or notice using an electronic or magnetic record relating pertaining to the withdrawal of the offer for or the cancellation of the contract.
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(d) that if 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 relating pertaining to the withdrawal of the offer for or cancellation of the contract from the offeror, etc. or counterparty.

(e) that if 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) that if 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, etc. or counterparty even if facilities have already been used or services have already been provided through exercise of the rights.

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

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

(iii) matters concerning withdrawal of offer for or cancellation of a service contract	(a) that the offeror, etc. or counterparty may 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 8 eight days have passed from the date on which the offeror, etc. 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 if where the offeror, etc. or counterparty has received the document on an earlier date). (b) that notwithstanding the matters stated in (a), if the offeror, etc. or counterparty has had not withdrawn the offer for or canceled the service contract due to being misled by the service provider's act of misrepresenting mattersinformation 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, etc. or counterparty in violation of the provision of paragraph (3) of that Article of the Act, the offeror, etc. or counterparty may 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 8 eight days have passed from the date on which the offeror, etc. or counterparty received the document referred to in the proviso of to Article 9, paragraph (1) of the Act that has been issued by the service provider. (c) that the withdrawal of the offer for or cancellation of the contract referred to in (a) or (b) must take effect when the offeror, etc. or counterparty issues the document or electronic or magnetic record relating pertaining to the withdrawal of the offer for or the cancellation of the contract.
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	(d) that if 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 relating pertaining to the withdrawal of the offer for or cancellation of the contract from the offeror, etc. or counterparty. (e) that if 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 priceconsideration for the services relating pertaining to the service contract or any other money from the offeror, etc. or counterparty even if services have already been provided based on the service contract. (f) that if where there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), and if when if the service provider has already received money in relation to the service contract, the service provider they it must promptly return the full amount to the offeror, etc. or counterparty. (g) that if where there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), and if when if the existing state of the offeror's or counterparty's land, building, or other structure of the offeror, etc. has been changed due to provision of the services relating pertaining to the service contract, the offeror, etc. or counterparty may demand that the service provider takes necessary measures for returning it to the original state without charge.
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(2) If goods or provision of services relating 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 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 the preceding paragraph must include the details stated in the

following items:

- (i) the name of the goods or the services, and matters 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 relating 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 offer for the service contract may not be withdrawn or the service contract may not be cancelled, the document referred to in paragraph (1) must include the details stated in the following items:
- (i) the name of the services, and matters 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 relating 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 if the goods have been used or consumed in whole or in part, the document referred to in paragraph (1) must include the details stated in the following items, in addition to the details listed in the lower columns of item (i) of the table of that paragraph:
- (i) the name of the goods, and matters 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 (excluding if the seller has caused the offeror, etc. 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 relating to the sales contract or the total amount of services relating 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 offer for the contract may not be withdrawn or the contract may not be cancelled.
- (6) The matters stated in the preceding paragraphs must indicate 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 stated in (a) or (b) below: and
 - (a) a means of sending matters 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 the matters in a file stored on the computer used by the person who made an offer; or
 - (b) a means of making matters available that should be included in a document and that has been recorded in a file stored on a computer used by a seller or a service provider via a telecommunications line for inspection by a person who made an offer, and recording the matters in a file stored on a computer used by the person who made an offer;
 - (ii) a means of 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; the same applies below) in which matters that should be included in a document is recorded.
- (2) The means stated in the preceding paragraph must conform to the following standards:
- (i) the means which 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 whether or not there is any alteration concerning matters that should be included in a document recorded in a file; and
 - (iii) in the case of the means stated in item (1)(b) of the preceding paragraph, the means which informs a person who made an offer that matters that should be included in a document recorded in a file will be or have 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 the provisions of Article 4, paragraph (1) of the Act, a seller or a service provider provides matters that should be included in the document by using the means stated in paragraph (1), the seller or the service provider must indicate the matters in a manner that enables a person who made an offer to read the matters 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 stated in paragraph (1) of the preceding Article that is used by a seller or a service provider; and
- (ii) the format for recording matters into a file.

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

Article 10 (1) When indicating the matters stated 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 the provisions of 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 that Article will be delivered;
- (ii) that matters provided by an electronic or magnetic means under the provisions of Article 4, paragraph (2) of the Act are the matters that should be included in the document referred to in paragraph (1) of that Article and are important for a person who made an offer;
- (iii) if the matters that should be included in the document referred to in Article 4, paragraph (1) of the Act are provided by an electronic or magnetic means (limited to those stated in Article 8, paragraph (1), item (i)) under the provisions of Article 4, paragraph (2) of the Act, that the matters will be deemed to have arrived at a person who made an offer at the time when the matters are recorded in a file stored on a computer used by the person who made an offer and that when 8 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 the provisions of 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 matters to be provided by an electronic or magnetic means under the provisions of 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 units of centimeters by 2.54 and rounding off the decimal points to the nearest whole number is five or above; the same applies below in this Article) and can perform operations of the computer by themselves to receive the provision of matters (meaning operations until the completion of the provision of matters; the same applies

- in paragraph (3), item (i)), the person who made an offer may receive provision of matters by an electronic or magnetic means under the provisions of 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) that a person who made an offer can perform by themselves operations necessary for inspection of matters to be provided through transmissions of email 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 email address (limited to if the matters are provided via email) that are necessary for the inspection;
 - (ii) that 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); the same applies below) for a computer that is necessary for inspection; and
 - (iii) whether or not a person who made an offer wishes to have matters to be provided by using an electronic or magnetic means under the provisions of Article 4, paragraph (2) of the Act be sent via email to a person designated in advance by the person who made an offer in; and if the person who made an offer so wishes, an email 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 themselves a computer used by the person on a daily basis and must use a webpage, etc. of the seller or service provider prescribed in Article 2, item (i) of the Order.
- (5) A seller or a service provider is to obtain the consent under the provisions of Article 4, paragraph (2) of the Act by having a person who made an offer enter the name of the person and a statement indicating that the person understood the contents 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 of entering symbols or any other means that cannot clarify the recognition of the person who made an offer related to the consent.
- (6) If a person who made an offer demands sending of email pursuant to the provisions of paragraph (3), item (iii), a seller or a service provider must send email to a person designated in advance by the person who made an offer at the same time as provision of matters by an electronic or magnetic means under the provisions of Article 4, paragraph (2) of the Act.

- (7) If a seller or a service provider has obtained the consent under the provisions of 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 confirming 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 matters by an electronic or magnetic means under the provisions of 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 stated in (a) or (b) below: and
 - (a) a means of sending a statement indicating that a person who made an offer gives the consent referred to in Article 4, paragraph (1) of the Order or the proposal referred to in paragraph (2) of that Article (referred to below 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 of making available the type and details of the electronic or magnetic means stated in Article 9 that have been recorded in a file stored on a computer used by a seller or a service provider via a telecommunications line for inspection by a person who made an offer, and recording a statement indicating that the consent, etc. is given, in a file stored on the computer;
 - (ii) a means of delivering a file prepared by using an electronic or magnetic recording medium in which a statement indicating that the consent, etc. is given has been recorded.
- (2) The means stated 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 the Provisions of Article 4, Paragraph (3) of the Order)

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

and that those matters are in a state that enables inspection by the person who made an offer.

(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 stated in Article 8, paragraph (1), item (ii).

(Matters to Be Specified in Documents Delivered at the Time of Entering Into Contracts in Door-to-Door Sales)

Article 14 The matters specified by order of the competent ministry referred to in Article 5, paragraph (2) 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 corporation, the name of their representative;
- (ii) the name of a person who has been in charge of the entrance into the sales contract or the service contract;
- (iii) the date on which the sales contract or the service contract has been entered into;
- (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 when 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 stated in the preceding two items, if there are any special provisions, the details of the special provisions.

(Application, Mutatis Mutandis of Provisions Relating 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 if the provisions of Article 4, paragraphs (2) and (3) of the Act apply mutatis mutandis pursuant to Article 5, paragraph (3) of the Act. In this case, the terms "paragraph (1) of that 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 Matters specified by order of the competent ministry referred to in Article 6, paragraph (1), item (i) of the Act are the matters stated 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 relating 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 stated in the following items:

- (i) Soliciting a customer to enter into a sales contract or service contract relating to a door-to-door sale, without reasonable grounds, knowing that performance of the 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 stated in Article 2, paragraph (4), item (i) of the Act; the same applies below 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 enter into a sales contract or service contract relating 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 relating 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 relating 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 enter into a sales contract or a service contract relating to door-to-door sales, by taking advantage of the impaired judgment of the person;
- (iii) an act of soliciting a contract that is found to be inappropriate in light of the customer's knowledge, experience, and asset situation (excluding those specified in Article 7, paragraph (1), item (iv) of the Act);
- (iv) an act of having a person provide false matters concerning age, occupation, or other matters in a document relating to the contract, when entering into a sales contract or a service contract relating to door-to-door sales;
- (v) an act of having a purchaser or service recipient (referred to below 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 or the person covered by mutual aid (referred to below as an "insured person, etc.") of a life insurance contract or mutual aid life insurance contract (referred to below as "life insurance contract, etc.") in entering into a sales contract or a service contract relating to door-to-door sales (excluding those in which the matters 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 signature and seal column concerning the life insurance contract, etc. is prepared separately from a signature or seal column for the relevant sales contract or service contract);
 - (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; and
 - (b) the document stating that a purchaser, etc. pays to a third party for the price equivalent to the price of the goods or rights or services relating to the sales or service contract or borrows money to pay for the price in whole or in part on the condition that the third party pays for the price of the goods or services relating to the sales contract provided by the seller or the service provider or the price for the services relating to the service contract (referred to below as "price, etc.")
- (vi) conducting any of the following acts for the purpose of having a counterparty to a sales contract or service contract relating 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

- relating to the door-to-door sale make false statements concerning 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 relating to the door-to-door sale to a money lender's business office, bank branch, or a place similar to them, against the counterparty's will; and
 - (c) an act of soliciting the counterparty to a sales contract or service contract relating to the door-to-door sale, in a way that makes the counterparty feel annoyed, for the purpose of having the counterparty enter into the contract providing 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 relating to a door-to-door sale;
- (viii) an act of 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 entering into the sales contract; and
- (ix) conducting any of the following acts in providing matters that should be included 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 that 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 matters 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 matters by an electronic or magnetic means;
 - (b) an act of misrepresenting matters 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 the provisions of Article 4, paragraph (1) of the Act, or Article 5, paragraph (1)

- or (2) of the Act (excluding the act stated 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 matters 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 matters to be provided by an electronic or magnetic means, by deception or other wrongful means; and
- (i) beyond what is stated in (a) through (h) above, an act of having a customer, or a purchaser or service recipient give consent or receive matters to be provided by an electronic or magnetic means against the person's will.

(Person Who Is Equivalent to a Person Orchestrating the 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 orchestrating the operations prescribed in those items or any other person who takes on those duties to a substantial extent, irrespective of being a department manager, deputy 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 their employee (meaning the employee referred to in Article 7 of the Order; the same applies below in this paragraph) is an officer having the authority as representative;
 - (b) a company or any other corporation (including those equivalent to it in a foreign country; referred to below as a "company, etc." in this Article) for which the seller or service provider, or their 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; the same applies in this paragraph) or all the members; and

- (c) a company, etc. for which the seller or service provider, or their employee holds voting rights exceeding 50 percent of the voting rights held by all the shareholders or all the members (including a subsidiary company, etc. and affiliated company, etc. of the company, etc.);
- (ii) If a seller or service provider is a corporation, the following corporation: and
 - (a) a subsidiary company, etc. of the seller or service provider, a parent company, etc. having the seller or service provider as their subsidiary company, etc., a subsidiary company, etc. of a parent company, etc. having the seller or service provider as their 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 their 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; and
 - (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 a subsidiary company, etc. and affiliated company, etc. of the company, etc.);
- (iii) beyond what is stated in the preceding two items, a corporation that conducts part of the operations of a seller or a service provider or conducts business related to the operations and for which the seller or the service provider has control over decisions on financial and operational or business policies of the corporation through the relationship in terms of equity, personnel affairs, funds, technology, transactions, etc., or is able to exert a significant influence on decisions on those policies;
- (2) The term "parent company, etc." prescribed in item (ii)(a) of the preceding paragraph means any of the following companies, etc. that is 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 to it; referred to below 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., or a subsidiary company, etc. having 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 to them for which it is found that no effective controlling interest exists; the same applies below 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: and
 - (a) that the voting rights held by the company, etc. on its own account, and together with 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 to them; the same applies below), members executing operations 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 concerning 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 to it of the relevant other company, etc.;
 - (c) that there exists a contract, etc. entered into between the company, etc. and the relevant other company, etc. that provides for control over decisions on significant 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; the same applies below) 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; the same applies below) (including if the amount financed by the company, etc., and together with 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.;
- (iii) if the voting rights held by a company, etc. on its own account, and together with 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 if the company, etc. does not hold the voting rights on its own account), the company, etc. that falls under any of the requirements stated 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 is able to exert a significant influence on decisions concerning 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 a subsidiary company, etc. of the company, etc.) is unable to exert any significant influence on decisions concerning 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 a subsidiary company, 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 to it for which it is found that the company, etc. is unable to exert any significant influence on decisions concerning financial and operational or business policies of the relevant other company, etc. other than a subsidiary

- company, etc.; the same applies below in this paragraph), the relevant other company, etc. other than the subsidiary company, etc.;
- (ii) if a company, etc. (including a subsidiary company, 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: and
 - (a) that a person who is an officer, member executing operations, 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 concerning 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 to it 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 concerning financial and operational or business policies of the relevant other company, etc. other than a subsidiary company, etc.;
 - (iii) if the voting rights held by a company, etc. (including a subsidiary company, etc. of the company, etc.) on its own account, and together with 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 if 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 stated 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 operations 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 indicate the following matters:

- (i) the selling price of the goods or rights or the price for the services;
 - (ii) the fact that the offer for the sales contract or service contract may be withdrawn or the sales contract or the service contract may be cancelled in writing or by an electronic or magnetic record until 8 days have passed from the date on which the relevant document is received, based on the provisions of the proviso to Article 9, paragraph (1) of the Act;
 - (iii) matters 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 price for the goods or rights has been paid, the seller will promptly return the total amount to the offeror, etc.;
 - (v) the name, address, and telephone number of the seller or the service provider, and if the seller or the service provider is a corporation; the name of their representative;
 - (vi) the name of a person who has been in charge of an offer or entrance into the sales contract or the service contract;
 - (vii) the date on which the sales contract or the service contract has been offered or entered into;
 - (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 matters in the document, the details stated in paragraph (1), items (ii) through (iv) must be indicated in red letters within the red frame.
- (4) The document to be delivered pursuant to the provisions of the 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, etc., they must inform the offeror, etc. of the details stated in paragraph (1), items (ii) through (iv) immediately after confirming that the offeror, etc. has read through the relevant document.

Section 3 Mail Order Sales

(Advertisements for Mail Order Sales)

Article 23 Matters 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 a corporation and 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 operations concerning mail order sales;
- (iii) if the seller or the service provider is a foreign corporation or an individual domiciled in a foreign country and has their business office, place of business or any other place equivalent to them (referred to below 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 when 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 commands to a computer program that are combined to obtain a single result; the same applies below) are recorded by using magnetic or optical means, or when offering services that allow users to appreciate or view movies, plays, music, sports, photographs, or paintings, sculptures or other fine arts and crafts 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 entered into 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 is stated 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) if the matters to be provided in the advertisements is 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 relating to

the document or electronic or magnetic record; the amount of money; and
(x) when email advertising mail order sales (meaning email advertising mail order sales referred to in Article 12-3, paragraph (1), item (i) of the Act; the same applies below) is sent; email 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 if 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 specified below:

- (i) when indicating the shipping 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 date of providing the services must be indicated by specifying the period or time limit; and
- (iii) Matters concerning 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 a customer in a manner that is clearly read by a customer or any other means of indication that can be easily perceived by a customer.

Article 25 (1) If 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 matters specified in Article 11, items (i) through (iii), (v) and (vi) of the Act (excluding the matters stated in Article 23, items (vi) through (x)) may be partially omitted.

- (2) If 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 matters specified in Article 11, items (ii), (iii), (v), and (vi) (excluding the matters stated 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, matters concerning whether or not withdrawal of an offer for or cancellation of a contract is possible, if 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 money relating to the sales contract or the service contract is paid fully or partially before the delivery of the goods, transfer of the rights, or provision of the services; the matters stated 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 relating to the offer without delay after the sales contract or service contract is offered; and the matters 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 advertises by using an electronic data processing system and indicates that the seller or service provider partially provides the matters stated 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 matters:
- (i) a means of sending the matters via a telecommunications line connecting a computer used by a seller or a service provider and a computer used by the customer, and recording the matters in a file on the computer used by the receiver;
 - (ii) a means of making matters available that should be included in a document and that has been recorded in a file on a computer used by a seller or a service provider via a telecommunications line for inspection by the customer, and recording the matters in a file stored on a computer used by the customer; and
 - (iii) a means of making the matters available, which is recorded in a file on the computer used by the seller or the service provider (limited to a file used exclusively by the relevant customer; referred to as a "customer file" in item (ii) of the following paragraph), for inspection by the customer via a telecommunications line, if the computer used by the customer does not have a file to record the matters to be indicated in the document.
- (4) The means stated in the preceding paragraph must conform to the following technical standards:
- (i) the means stated in item (i) or (ii) of the preceding paragraph must be a means that enables the customer to prepare the document by outputting what has been recorded in the file; and
 - (ii) the means stated in item (iii) of the preceding paragraph must be a means to prevent the matters that should be included in a document and recorded in the customer file from deletion or alteration for six months from the date on which the matters are recorded in the customer file.

(Prohibition of Misleading Advertising)

Article 26 Matters 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, details or effects of the services; or the type or details of the rights, or the type, details or effects of the services relating to the rights;
- (ii) involvement of the national government, a local government, the Japan Direct Marketing Association, or a famous corporation, or 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 the manufacturer of the goods; and
- (iv) the matters stated in the respective items of Article 11 of the Act.

(Electronic or Magnetic Means Relating to Email Advertising)

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

- (i) a means of 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 if the activity is entrusted to another person); and
- (ii) a means of sending email (including if 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 email advertising mail order sales is sent pursuant to the provisions of Article 12-3, paragraph (1), item (ii) of the Act, email advertising mail order sales is to be sent incidentally with notice of material matters along with the receipt of an offer for a contract and the details of the offer, the entrance into a contract and the details of the contract, and matters relating 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 a counterparty; 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 (including if a seller or a service provider is the person who provides services) 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 (excluding the case of advertising on the occasion of the provision of services by inducing or forcing a user to use the services and cause an electronic or magnetic record to be sent).

(Preservation of Records)

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

- (i) if the consent has been obtained, or the request has been received, from a counterparty by a means that uses an electronic data processing system (excluding an electronic or magnetic means), a document or electronic or magnetic record (referred to below 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 concerning 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 indicates the fact that the computer operation constitutes consent or request to the counterparty for sending email advertising 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 contents; and
- (ii) if the consent has been obtained, or the request has been received, from a counterparty 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 concerning 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 indicates the fact 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 counterparty for sending email advertising 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 contents.

- (2) The document, etc. referred to in the preceding paragraph must be preserved for three years from the day on which email advertising mail order sales is sent to a counterparty.

(Indication of Means of Contact)

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

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

(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) if email advertising mail order sales of the party entrusting a contractor with email advertising mail order sales (meaning the party entrusting a contractor with email advertising mail order sales referred to in the main clause of Article 12-4, paragraph (1) of the Act; the same applies below) 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 a counterparty; or
- (ii) if email advertising mail order sales of the party entrusting a contractor with email advertising mail order sales is sent to a user on the occasion of provision of services by a person who provides services connected with the use of an electronic or magnetic means 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 if a contractor entrusted with email advertising mail order sales (meaning a contractor entrusted with email advertising mail order sales referred to in the main clause of Article

12-4, paragraph (1) of the Act; the same applies below) is the person who provides services) (excluding the case of advertising on the occasion of the provision of services by inducing or forcing a 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 of sending matters 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 matters along with the receipt of an offer for a contract and the details of the offer, the entrance into a contract and the details of the contract, and matters relating 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 a counterparty.

(Preservation of Records)

Article 35 (1) The records specified by order of the competent ministry referred to in Article 12-5, paragraph (3) of the Act are 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 concerning 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 indicates the fact that the entry into the document or any other relevant act constitutes consent or request to the counterparty 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 contents.

(2) The document, etc. referred to in the preceding paragraph must be preserved for one year from the day on which facsimile advertisements for mail order sales are sent to a counterparty.

(Indication of Means of Contact)

Article 36 The matters specified by order of the competent ministry referred to in Article 12-5, paragraph (4) of the Act are to be a facsimile number (limited to that which enables a counterparty to indicate 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 Matters 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 price for the goods or the rights or the price 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 has been received;
- (v) the name and quantity of the goods or the type of the rights or services for which the offer has been made; and
- (vi) when accepting the offer; the delivery date of the goods, the transfer date of the rights, or the date of providing 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 specified in the following items:

- (i) when giving a notice of non-acceptance of the offer, the notice must indicate that the money that has already been paid will be refunded immediately and the means of refunding; and
 - (ii) the delivery date of the goods, the transfer date of the rights, or the date of providing the services must be indicated by specifying period or time limit.
- (2) The document referred to in the preceding paragraph must use letters and numbers larger 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: and
 - (a) a means of sending the matters via a telecommunications line connecting the computer used by the seller or the service provider and the computer used by the person who made the offer, and recording the matters in a file on the computer used by the receiver;
 - (b) a means of making matters available that must be notified and that has been recorded in a file on the computer used by the seller or the service provider via a telecommunications line for inspection by the person who made the offer, and recording the matters in a file stored 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 matters through the means prescribed in the first sentence of Article 13, paragraph (2) of the Act; a means of recording the person's acceptance or refusal in a file on the computer used by the seller or the service provider); or
 - (c) a means of making the matters available, which is recorded in a file on the computer used by the seller or the service provider (limited to a file used exclusively by the person who made the offer; referred to as a "offeror file" in item (ii) of the following paragraph), for 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 matters to be notified;
 - (ii) a means of delivering a file prepared by using an electronic or magnetic recording medium that can reliably record certain matters, in which the matters that must be notified are recorded.
- (2) The means prescribed in the preceding paragraph must conform to the following technical standards:
- (i) the means referred to in (a) or (b) of item (i) of the preceding paragraph must be a means by which the person who made the offer is able to prepare a document by outputting the matters recorded in the file; and
 - (ii) the means stated in (c) of item (i) of the preceding paragraph must be a means to prevent the matters that must be notified from deletion or alteration for six months from the date on which the matters are recorded in the offeror file.
- (3) If, in place of a written notice under the provisions of the main clause of Article 13, paragraph (1) of the Act, a seller or service provider provides the

matters that must be notified pursuant to the provisions of paragraph (1), the seller or the service provider must indicate the matters in a manner that enables a person who made an offer to read the matter clearly.

(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 is to be indicated pursuant to the provisions of Article 8, paragraph (1) of the Order are the following matters:

- (i) a means prescribed in paragraph (1) of the preceding Article that is used by a seller or a service provider; and
- (ii) the format for recording matters into 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 stated in (a) or (b) below: and
 - (a) a means of sending a statement indicating that a person who made an offer gives the consent referred to in Article 8, paragraph (1) of the Order or the proposal referred to in paragraph (2) of that Article (referred to below 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 of making available the type and details of the electronic or magnetic means stated in Article 40 that have been recorded in a file stored on a computer used by a seller or a service provider via a telecommunications line for inspection by a person who made an offer, and recording a statement indicating that the consent, etc. is given, in a file stored on the computer;
 - (ii) a means of delivering a file prepared by using an electronic or magnetic recording medium in which a statement indicating that the consent, etc. is given has been recorded.
- (2) The means stated 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 entered into 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 procedure by the seller or the service provider; the same applies below 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, email advertising 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, email advertising mail order sales; the same applies in the following item), that the operation constitutes the consent to, or the request for, the email advertising 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, email advertising 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 email advertising 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 email advertising mail order sales; and

- (iii) an act of a seller or a service provider entrusting all of the operations stated 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 12-3, paragraphs (2) through (4) of the Act, as applied *mutatis mutandis* pursuant to Article 12-4, paragraphs (1) and (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 email advertising mail order sales, if a party entrusting a contractor with email advertising mail order sales runs email advertising for the purpose of receiving offers for electronic contracts, failing to indicate, in a manner that can be easily 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 email advertising mail order sales, when obtaining the consent, or receiving the request for, email advertising mail order sales of the party entrusting a contractor with email advertising 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 email advertising mail order sales of the party entrusting a contractor with email advertising mail order sales; the same applies in the following item) that the operation constitutes the consent to or the request for the email advertising mail order sales, so that the consent would not be given or the request would not be made easily against the customer's will; and
 - (ii) an act of a contractor entrusted with email advertising mail order sales, when obtaining the consent, or receiving the request for, email advertising mail order sales of the party entrusting a contractor with email advertising 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 email advertising 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 email advertising 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 operations 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.

(Means 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, concerning 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 Matters 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 corporation; the name of their representative;
- (ii) the name of a person who has been in charge of an offer or entrance into the sales contract or the service contract;
- (iii) the date on which the sales contract or the service contract has been offered or entered into;
- (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 when 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) beyond what is stated in the preceding two items, if there are any special provisions; 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 (referred to below as the "document" in this Article) must respectively meet the standards listed in the lower column of the following table for the matters listed in the upper column of that table.

Matters	Standards Requirements
(i) matters Matters concerning the liability if in the case where the delivered goods do not conform to the terms of the contract with respect to the type or quality	that none None of the provisions must exempt the seller from liability for the non-conformity if 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 Matters concerning cancellation of the contract	(a) that none of the provisions must prohibit the purchaser or the service recipient from cancelling the contract. (b) that 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 if in the case the contract is cancelled due to a cause attributable imputable to the seller or the service provider.
(iii) matters Matters concerning other special provisions	that no No special provisions are must be 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 very carefully.
- (3) 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.

Article 47 (1) With regard to the matters stated in Article 18, paragraph (1), item (v) of the Act that are indicated 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 listed in the lower column of the following table must be respectively included according to the classification

listed in the upper column of that table, excluding the cases prescribed in the following paragraph, and paragraphs (3) and (5).

(i) matters concerning withdrawal of the offer for or cancellation of a sales contract for goods	(a) that the offeror, etc. or counterparty (meaning the offeror, etc. or counterparty prescribed in Article 24, paragraph (1) of the Act; hereinafter the same applies below in this Article and Article 66) may 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 8 eight days have passed from the date on which the offeror, etc. 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 if where the offeror, etc. or counterparty has received the document on an earlier date). (b) that notwithstanding the matters stated in (a), if the offeror, etc. or counterparty has had not withdrawn the offer for or cancelled the sales contract for goods due to being misled by the seller's act of misrepresenting mattersinformation concerning withdrawal of the offer for or cancellation of the sales contract in violation of the provisions provision of Article 21, paragraph (1) of the Act, or due to being disturbed by the seller's act of intimidating the offeror, etc. or counterparty in violation of the provisions provision of paragraph (3) of that Article of the Act, the offeror, etc. or counterparty may 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 8 eight days have passed from the date on which the offeror, etc. or counterparty received the document referred to in the proviso to of to Article 24, paragraph (1) of the Act that has been issued by the seller. (c) that the withdrawal of the offer for or cancellation of the contract referred to in (a) or (b) must take effect when the offeror, etc. or counterparty issues the document or electronic or magnetic record relating pertaining to the withdrawal of the offer for or the cancellation of the contract.
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	(d) that if 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 relating pertaining to the withdrawal of the offer for or cancellation of the contract from the offeror, etc. or counterparty. (e) that if 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. (f) that if 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, etc. or counterparty even if the goods delivered based on the sales contract have already been used. (g) that if where there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), and if when if the price charge for the goods has already been paid, the seller must promptly return the full amount to the offeror, etc. or counterparty.
(ii) matters Matters concerning withdrawal of the offer for or cancellation of a sales contract for rights	(a) that the offeror, etc. or counterparty may 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 8 eight days have passed from the date on which the offeror, etc. 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 if where the offeror, etc. or counterparty has received the document on an earlier date).

(b) that notwithstanding the matters stated in (a), if the offeror, etc. or counterparty has had not withdrawn the offer for or cancelled the sales contract for rights due to being misled by the seller's act of misrepresenting matters 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, etc. or counterparty in violation of the provision of paragraph (3) of that Article of the Act, the offeror, etc. or counterparty may 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 of to Article 24, paragraph (1) of the Act that has been issued by the seller.

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

(d) that if 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 relating pertaining to the withdrawal of the offer for or cancellation of the contract from the offeror, etc. or counterparty.

(e) that if 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) that if 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, etc. or counterparty even if facilities have already been used or services have already been provided through exercise of the rights.

	(g) that if where there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), and if the existing state of the offeror's or counterparty's land, building, or other structure of the offeror, etc. has been changed due to provision of the services relating pertaining to the rights, the offeror, etc. or counterparty may demand that the seller takes necessary measures for restoring it to the original state without charge. (h) that if where there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), and if when the price charge for the rights has already been paid, the seller must promptly return the full amount to the offeror, etc. or counterparty.
(iii) matters Matters concerning withdrawal of offer for or cancellation of a service contract	(b) that if notwithstanding the matters stated in (a), if the offeror, etc. or counterparty has had not withdrawn the offer for or cancelled the service contract due to being misled by the service provider's act of misrepresenting matters 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, etc. or counterparty in violation of the provision of paragraph (3) of that Article of the Act, the offeror, etc. or counterparty may must be able to withdraw the offer for or cancel the service contract in writing for a period until 8 eight days have passed from the date on which the offeror, etc. or counterparty received the document referred to in the proviso to of to Article 24, paragraph (1) of the Act that has been issued by the service provider. (c) that the withdrawal of the offer for or cancellation of the contract referred to in (a) or (b) must take effect when the offeror, etc. or counterparty issues the document or electronic or magnetic record relating pertaining to the withdrawal of the offer for or the cancellation of the contract.

	(d) that if 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 relating pertaining to the withdrawal of the offer for or cancellation of the contract from the offeror, etc. or counterparty. (e) that if 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 price consideration for the services relating pertaining to the service contract or any other money from the offeror, etc. or counterparty even if services have already been provided based on the service contract. (f) that if where there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), and if when if the service provider has already received money in relation to the service contract, the service provider they it must promptly return the full amount to the offeror, etc. or counterparty. (g) that if where there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), and if the existing state of the offeror or counterparty's land, building, or other structure of the offeror, etc. has been changed due to provision of the services relating pertaining to the service contract, the offeror, etc. or counterparty may demand that the service provider takes necessary measures for restoring it to the original state without charge.
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(2) If goods or provision of services relating 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 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 the preceding paragraph must include the contents stated in the following items:

- (i) the name of the goods or the services and matters 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 relating 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 offer for the service contract may not be withdrawn or the service contract may not be cancelled, the document referred to in paragraph (1) must include the contents stated in the following items:
- (i) the name of the services and matters 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 relating 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 when the goods have been used or consumed in whole or in part, the document referred to in paragraph (1) must include the details stated in the following items, in addition to the details listed in the lower columns of table (1) of that paragraph:
- (i) the name of the goods and matters 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 when the goods have been used or consumed in whole or in part (excluding in the cases where the seller has forced the offeror, 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 relating to the sales contract or the price for services relating 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 document referred to in paragraph (1) must include the statement that the offer for the contract may not be withdrawn or the contract may not be cancelled.
- (6) The matters stated in the preceding paragraphs must be indicated 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 stated in (a) or (b) below: and
- (a) a means of sending matters 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 the matters in a file stored on the computer used by the person who made an offer; or
 - (b) a means of making matters available that should be included in a document and that has been recorded in a file stored on a computer used by a seller or a service provider via a telecommunications line for inspection by a person who made an offer, and recording the matters in a file stored on a computer used by the person who made an offer;
 - (ii) a means of delivering a file prepared by using an electronic or magnetic recording medium in which matters that should be included in a document is recorded.
- (2) The means stated in the preceding paragraph must conform to the following standards:
- (i) the means which 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 whether or not there is any alteration concerning matters that should be included in a document recorded in a file; and
 - (iii) in the case of the means stated in item (1)(b) of the preceding paragraph, the means which informs a person who made an offer that matters that should be included in a document 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 the provisions of Article 18, paragraph (1) of the Act, a seller or a service provider provides matters that should be included in the document by using the means stated in paragraph (1), the seller or the service provider must indicate the matters in a manner that enables a person who made an offer to read the matters 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 stated in paragraph (1) of the preceding Article that is used by a seller or a service provider; and
- (ii) the format for recording matters into a file.

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

Article 50 (1) When indicating the matters stated 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 the provisions of 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 that Article will be delivered;
 - (ii) that matters provided by an electronic or magnetic means under the provisions of Article 18, paragraph (2) of the Act is the matters that should be included in the document referred to in paragraph (1) of that Article and is important for a person who made an offer;
 - (iii) if the matters that should be included in the document referred to in Article 18, paragraph (1) of the Act is provided by an electronic or magnetic means (limited to those stated in Article 48, paragraph (1), item (i)) under the provisions of Article 18, paragraph (2) of the Act, that the matters will be deemed to have arrived at a person who made an offer at the time when the matters are recorded in a file stored on a computer used by the person who made an offer and that when 8 days have passed from the day of recording, the person who made an offer will no longer be able to withdraw the offer 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 matters to be provided by an electronic or magnetic means under the provisions of 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 units of centimeters by 2.54 and rounding off the decimal points to the nearest whole number is five or above; the same applies below in this Article) and can perform operations of the computer by themselves to receive the provision of matters (meaning operations until the completion of the provision of matters; the same applies in paragraph (3), item (i)), the person who made an offer may receive provision of matters by an electronic or magnetic means under the provisions of 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 themselves operations necessary

- for inspection of matters to be provided through transmissions of email or by any other electronic or magnetic means under the provisions of Article 18, paragraph (2) of the Act and the person who made an offer uses on a daily basis a computer and an email address (limited to if the matters is provided via email) 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 matters to be provided by using an electronic or magnetic means under the provisions of Article 18, paragraph (2) of the Act be sent via email to a person designated in advance by the person who made an offer; and if the person who made an offer so wishes, an email 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 themselves a computer used by the person on a daily basis and use a webpage, etc. of the seller or the service provider prescribed in Article 2, item (i) of the Order.
- (5) A seller or a service provider is to obtain the consent under the provisions of Article 18, paragraph (2) of the Act by having a person who made an offer enter the name of the person and a statement indicating 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 of entering symbols or any other means that cannot clarify the recognition of the person who made an offer related to the consent.
- (6) If a person who made an offer demands sending of email pursuant to the provisions of paragraph (3), item (iii), a seller or a service provider must send email to a person designated in advance by the person who made an offer at the same time as provision of matters by an electronic or magnetic means under the provisions of Article 18, paragraph (2) of the Act.
- (7) If a seller or a service provider has obtained the consent under the provisions of 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 confirming 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 matters by an electronic or magnetic means under the provisions of 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 is stated in (a) or (b) below: and
 - (a) a means of sending a statement indicating that a person who made an offer gives the consent referred to in Article 9, paragraph (1) of the Order or the proposal referred to in paragraph (2) of that Article (referred to below 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 of making available the type and details of the electronic or magnetic means stated in Article 49 that have been recorded in a file stored on a computer used by a seller or a service provider via a telecommunications line for inspection by a person who made an offer, and recording a statement indicating that the consent, etc. is given, in a file stored on the computer;
 - (ii) a means of delivering a file prepared by using an electronic or magnetic recording medium in which a statement indicating that the consent, etc. is given has been recorded.
- (2) The means stated 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 the Provisions of Article 9, Paragraph (3) of the Order)

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

(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 stated in Article 48, paragraph (1), item (ii).

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

Article 54 The matters 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 corporation, the name of their representative;
- (ii) the name of a person who has been in charge of the entrance into the sales contract or the service contract;
- (iii) the date on which the sales contract or the service contract has been entered into;
- (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 when 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 stated in the preceding two items, if there are any special provisions, the details of the special provisions.

(Application, Mutatis Mutandis of Provisions Relating 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 if the provisions of Article 18, paragraphs (2) and (3) of the Act apply mutatis mutandis pursuant to Article 19, paragraph (3) of the Act. In this case, the terms "paragraph (1) of that 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 in Telemarketing Sales)

Article 56 Matters 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 price for the goods or rights or the price 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 has been received;
- (v) the name and quantity of the goods or the type of rights or services for which the offer has been made; and
- (vi) when accepting the offer; the delivery date of the goods, the transfer date of the rights, or the date of providing 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 indicate that the money that has already been paid will be refunded immediately and the means of refunding; and
 - (ii) the delivery date of the goods, the transfer date of the rights, or the date of providing the services must be indicated by specifying the period or time limit.
- (2) The document referred to in the preceding paragraph must use letters and numbers larger than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

(Electronic or Magnetic Means Relating to Notice of Acceptance That Is Given Under the Provisions of 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 stated in Article 48, paragraph (1).

- (2) The means stated in the preceding paragraph must conform to the following standards:
- (i) the means which 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 whether or not there is any alteration concerning matters that should be included in a document recorded in a file; and
 - (iii) in the case of the means stated in Article 48, paragraph (1), item (1)(b), the means which informs a person who made an offer that matters that should be included in a document recorded in a file will be or have 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 the provisions of Article 20, paragraph (1) of the Act, a seller or a service provider provides matters that should be included in the document by using the means stated in paragraph (1), the seller or the service provider must indicate the matters in a manner that

enables a person who made an offer to read the matters clearly.

(Type and Details of Electronic or Magnetic Means Relating to Notice of Acceptance That Is Given Under the Provisions of 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 stated in Article 48, paragraph (1) that is used by a seller or a service provider; and
- (ii) the format for recording matters into a file.

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

Article 60 (1) When indicating the matters stated 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 the provisions of 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 that Article will be notified;
- (ii) that matters provided by an electronic or magnetic means under the provisions of Article 20, paragraph (2) of the Act are the matters that should be indicated in a notice using a document referred to in paragraph (1) of that Article and are 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 matters to be provided by an electronic or magnetic means under the provisions of Article 20, paragraph (2) of the Act (meaning a computer for which the figure obtained by dividing the figure of the maximum diameter of the screen expressed in units of centimeters by 2.54 and rounding off the decimal points to the nearest whole number is five or above; the same applies below in this Article) and can perform operations of the computer by themselves to receive the provision of matters (meaning operations until the completion of the provision of matters; the same applies in paragraph (3), item (i)), the person who made an offer may receive provision of matters by an electronic or magnetic means under the provisions of 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 themselves operations necessary for inspection of matters to be provided through transmissions of email or by any other electronic or magnetic means under the provisions of Article 20, paragraph (2) of the Act and the person who made an offer uses on a daily basis a computer and an email address (limited to if the matter are provided via email) 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 matters to be provided by using an electronic or magnetic means under the provisions of Article 20, paragraph (2) of the Act be sent via email to a person designated in advance by the person who made an offer ; and if the person who made an offer so wishes, an email 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 themselves a computer used by the person on a daily basis and must use a webpage, etc. of the seller or the service provider prescribed in Article 2, item (i) of the Order.
- (5) A seller or a service provider is to obtain the consent under the provisions of Article 20, paragraph (2) of the Act by having a person who made an offer enter the name of the person and a statement indicating that the person understood the contents 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 of entering symbols or any other means that cannot clarify the recognition of the person who made an offer related to the consent.
- (6) If a person who made an offer demands sending of email pursuant to the provisions of paragraph (3), item (iii), a seller or a service provider must send email to a person designated in advance by the person who made an offer at the same time as provision of matters by an electronic or magnetic means under the provisions of Article 20, paragraph (2) of the Act.
- (7) If a seller or a service provider has obtained the consent under the provisions of 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 confirming 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 matters by an electronic or magnetic means under the provisions of Article 20, paragraph (2) of the Act.

(Obtaining Consent Using Information and Communications Technology for Notice of Acceptance That Is Given Under the Provisions of 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 is stated in (a) or (b) below: and

(a) a means of sending a statement indicating that a person who made an offer gives the consent referred to in Article 10, paragraph (1) of the Order or the proposal referred to in paragraph (2) of that Article (referred to below 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 of making available the type and details of the electronic or magnetic means stated in Article 59 that have been recorded in a file stored on a computer used by a seller or a service provider via a telecommunications line for inspection by a person who made an offer, and recording a statement indicating that the consent, etc. is given, in a file stored on the computer;

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

(2) The means stated 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.

(Important Matters in Telemarketing Sales)

Article 62 Matters specified by order of the competent ministry referred to in Article 21, paragraph (1), item (i) of the Act are matters stated 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 relating to the services or rights.

(Acts That Are Found to Be Inappropriate in Light of the Telemarketing Customer'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 stated in the following items:

- (i) Soliciting a telemarketing customer (meaning a telemarketing customer referred to in Article 2, paragraph (3) of the Act; the same applies in item (iii) of the following Article) to enter into a sales contract or service contract relating to a telemarketing sale, without reasonable grounds, knowing that performance of their obligations under the sales contract or the service contract would cause the quantity of any of the telemarketing customer's goods or specified rights (limited to those stated in Article 2, paragraph (4), item (i) of the Act; the same applies below 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 customer's daily life, or that performance of those obligations would cause the frequency, period, or quantity of any services with which the telemarketing 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 telemarketing customer's daily life; and
- (ii) Soliciting a telemarketing customer to enter into a sales contract or service contract relating to a telemarketing sale, without reasonable grounds, knowing that the quantity of any of the telemarketing 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 telemarketing customer's daily life, or that the frequency, period, or quantity of services with which the telemarketing 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 telemarketing customer'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 stated in the following items:

- (i) an act of soliciting a sales contract or a service contract relating 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 relating 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 enter into a sales contract or a service contract relating to telemarketing sales, by taking advantage of the impaired judgment of the person;
- (iii) an act of soliciting a contract that is found to be inappropriate in light of the telemarketing customer's knowledge, experience, and asset situation

- (excluding those specified in Article 22, paragraph (1), item (iv) of the Act);
- (iv) an act of having a person provide false matters concerning age, occupation, or other matters in a document relating to the contract, when entering into a sales contract or a service contract relating to telemarketing sales;
 - (v) conducting any of the following acts for the purpose of having a counterparty to a sales contract or service contract relating to a telemarketing sale perform obligations under the contract:
 - (a) an act of having the counterparty to a sales contract or service contract relating to a telemarketing sale make false statements concerning matters related to the counterparty's annual income, deposits and savings or loan status or any other ability to pay; and
 - (b) an act of soliciting the counterparty to a sales contract or service contract relating to a telemarketing sale, in a way that makes the counterparty feel annoyed, for the purpose of having the counterparty enter into the contract providing 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 having the purchaser use the goods or 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 entering into the sales contract; and
 - (vii) conducting any of the following acts in providing matters that should be included 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 that 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 matters that should be included 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 that Article:
 - (a) an act of proceeding with procedures for provision of matters 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 matters by an electronic or magnetic means;
 - (b) an act of misrepresenting matters 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 the provisions of Article 18, paragraph (1) of the Act, or Article 19, paragraph (1) or (2) of the Act, or with notice using a document under the provisions of Article 20, paragraph (1) of the Act (excluding the act stated 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 matters 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 matters to be provided by an electronic or magnetic means, by deception or other wrongful means; and
- (i) beyond what is stated in (a) through (h) above, an act of having a customer, or a purchaser or service recipient to give consent or receive matters 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 operations 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 indicate the following matters:

- (i) the selling price of the goods or rights or the price for the services;
- (ii) the fact that the offer for the sales contract or the service contract may be withdrawn or the sales contract or service contract may be cancelled in writing or by an electronic or magnetic record until 8 days have passed from the date on which the relevant document is received, pursuant to the provisions of the proviso of Article 24, paragraph (1) of the Act;

- (iii) matters 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 price for the goods or rights has been paid, the seller will promptly return the total amount of the price to the offeror, etc.;
 - (v) the name, address, and telephone number of the seller or the service provider, and if the seller or the service provider is a corporation; the name of their representative;
 - (vi) the name of the person who has been in charge of an offer or entrance into the sales contract or the service contract;
 - (vii) the date on which the sales contract or the service contract has been offered or entered into;
 - (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 matters in the document, the details prescribed in paragraph (1), items (ii) through (iv) must be indicated 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, etc., they must inform the offeror, etc. of the details stated in paragraph (1), items (ii) through (iv) immediately after confirming that the offeror, etc. has read through the relevant document.

Section 5 Miscellaneous Provisions

(If the Provision of Services Has Been Undertaken Immediately After the Entrance Into 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 stated in the following items:

- (i) if all of the provision of services has been undertaken immediately after the entrance into the service contract; and
- (ii) if all of the provision of services is to be undertaken immediately after the entrance into the service contract, and only part of it 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 below 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 in Multilevel Marketing Transactions)

Article 69 Matters specified by order of the competent ministry referred to in Article 34, paragraph (1), item (i) of the Act are matters stated 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 relating 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 stated in the following items:

- (i) a business office;
- (ii) an agency;
- (iii) a street stall, a food stall, or store similar to these;
- (iv) beyond what is stated in the preceding three items, a place similar to a

- store which displays goods and sells those for a specific period; and
- (v) a place where a vending machine or any other piece of equipment by which sales contracts or service contracts are entered into is installed.

(Advertisements for Multilevel Marketing Transactions)

Article 71 Matters 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 orchestrator, solicitor, or a general multilevel marketing distributor (in the case of a solicitor or a general multilevel marketing distributor; the name, address, and telephone number of the orchestrator relating to the multilevel marketing);
- (ii) when the orchestrator, the solicitor, or the general multilevel marketing distributor is a corporation and places an advertisement using a means that uses an electronic data processing system; the name of the representative of the orchestrator, the solicitor, or the general multilevel marketing distributor or the person responsible for the sale concerning multilevel marketing;
- (iii) when the orchestrator, the solicitor, or the general multilevel marketing distributor is a foreign corporation or an individual domiciled in a foreign country and has their office, etc. in Japan; the location and telephone number of the office, etc.
- (iv) the name of the goods; and
- (v) when email advertising multilevel marketing transactions (meaning email advertising multilevel marketing transactions referred to in Article 36-3 paragraph (1), item (i) of the Act; the same applies below) is sent, the email address of the orchestrator, the solicitor, or the general multilevel marketing distributor.

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 price for 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 price for services and the amount of transaction fee) must be clearly indicated, with respect to the matters referred to in Article 35, item (ii) of the Act.

(2) When an advertisement is placed for multilevel marketing transactions pursuant to the provisions of Article 35, the matters referred to in item (iii) of that Article must be indicated as specified 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 profits received from the provision of the services to another person that provides 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 stated in the preceding item, if 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 the indicator constitute a large proportion of persons that resell, sell goods entrusted to those persons, or mediate the sale of the goods or persons that provide similar services or mediate the provision of the services relating to multilevel marketing.

(Prohibition of Misleading Advertising)

Article 73 Matters 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 relating to the rights;
- (ii) the place of origin or place of production, the trademark, or the name of the manufacturer of the goods;
- (iii) matters concerning the specified burden for the multilevel marketing transactions;
- (iv) matters concerning the specified profits relating to multilevel marketing;
- (v) involvement of the national government, a local government, a famous corporation or any other organization, or a famous individual in the goods, the rights, or the services, the orchestrator, the solicitor, or the general multilevel marketing distributor, or the business operated by the orchestrator, the solicitor, or the general multilevel marketing distributor; and
- (vi) matters concerning cancellation of a contract for multilevel marketing transactions relating 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 a counterparty; 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 (including if an orchestrator, a solicitor, or a general distributor in multilevel marketing is the person who provides services) 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 (excluding the case of advertising on the occasion of the provision of services by inducing or forcing a user to use the services and cause an electronic or magnetic record to be sent).

(Preservation of Records)

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

- (i) if the consent has been obtained, or the request has been received, from a counterparty 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 an orchestrator, a solicitor, or a general multilevel marketing distributor 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 concerning 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 indicates the fact that the computer operation constitutes consent or request to the counterparty for sending email advertising 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 contents; and
- (ii) if the consent has been obtained, or the request has been received, from a counterparty 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 an orchestrator, a solicitor, or a general multilevel marketing distributor 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 concerning 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 indicates the fact 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 counterparty for sending email advertising 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 contents.

- (2) The document, etc. referred to in the preceding paragraph must be preserved for three years from the day on which email advertising multilevel marketing transactions is sent to a counterparty.

(Indication of Means of Contact)

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

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

(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) if email advertising multilevel marketing transactions of the party entrusting a contractor with email advertising multilevel marketing transactions (meaning the party entrusting a contractor with email advertising multilevel marketing transactions referred to in the main clause of Article 36-4, paragraph (1) of the Act; the same applies below) 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 a counterparty; or

- (ii) if email advertising multilevel marketing transactions of the party entrusting a contractor with email advertising multilevel marketing transactions is sent to a user on the occasion of provision of services by a person who provides services connected with the use of an electronic or magnetic means 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 if a contractor entrusted with email advertising multilevel marketing transactions (meaning a contractor entrusted with email advertising 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 a 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 matters relating to the multilevel marketing:

- (i) the name, address, and telephone number of the orchestrator, and if the orchestrator is a corporation; the name of their representative;
- (ii) if the person engaged in multilevel marketing is not the orchestrator, the name, address, and telephone number of the person engaged in multilevel marketing, and if the person engaged in multilevel marketing is a corporation; the name of their representative;
- (iii) important matters concerning the type, performance, or quality of the goods (excluding rights to use a facility and to receive provision of services; the same applies in item (v)), or important matters concerning the type and details of the rights or the services;
- (iv) the name of the goods;
- (v) important matters 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 matters concerning the price for the services, the date and method of providing the services, or any other conditions of providing the services;
- (vi) matters concerning the specified profits relating to multilevel marketing;
- (vii) matters concerning the specified burden for 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-affiliated installment sales 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 that Article or the intermediation of individual credit purchases prescribed in paragraph (4) of that Article, the fact 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-affiliated 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 that Act (including as applied mutatis mutandis pursuant to the provisions of paragraph (3) of that 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 that Act) or Article 35-3-19 of that Act; and

- (x) matters concerning the prohibited acts prescribed in Article 34 of the Act.
- (2) The document referred to in the preceding paragraph must indicate in red letters within the red frame that a person must read through the contents of the document very carefully.
- (3) The document referred to in paragraph 1 must use letters and numbers larger than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.

Article 79 Matters 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 orchestrator, and if the orchestrator is a corporation; the name of their representative;
- (ii) if the person engaged in multilevel marketing is not the orchestrator, the name, address, and telephone number of the person engaged in multi-level marketing, and if the person engaged in multilevel marketing is a corporation; the name of their representative;
- (iii) the date of the entrance into;
- (iv) matters concerning trademarks, trade names, or other specific indications;
- (v) matters concerning the specified profits relating to multilevel marketing;
- (vi) when there are provisions concerning 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-affiliated installment sales 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 that Article or the intermediation of individual credit purchases prescribed in paragraph (4) of that Article, the fact 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-affiliated 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 that Act (including as applied mutatis mutandis pursuant to the provisions of paragraph (3) of that Article), or Article 30-4 of that Act (including as applied mutatis mutandis pursuant to the provisions of Article 30-5, paragraph (1) of that Act) or Article 35-3-19 of that Act; and

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

Article 80 (1) A document to be delivered by a person engaged in multilevel marketing to the counterparty to the contract pursuant to the provisions of Article 37, paragraph (2) of the Act (referred to below as the "contract document " in this Article) must respectively include the details listed in the lower column of the following table with regard to the matters listed 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 the 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 price charge, the time and method of delivery of the goods or transfer of the rights, and if where there are any other conditions of resale of the goods or the rights, the details of the such conditions

	(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 if where there are any other conditions of consignment sale of the goods or the rights, the details of the such conditions (c) with regard to provision of the same kind of services, the price consideration for the services, the time and method of its payment, and if where there are any other conditions of provision of the same kind of services, the details of the such conditions (d) with regard to mediation of sales of the goods or the rights or mediation of provision of the such services, if where there are any conditions of the mediation, the details of the such conditions
(2) matters Matters concerning the specified burden involved in the Mmultilevel Mmarketing Ttransactions	(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 (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 (c) with regard to payment of the price 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 (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 (e) when where part of the transaction fee is to be reimbursed, the conditions of the reimbursement

(3) matters 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 thate same Article)	(a) the fact a statement that the new multilevel marketing affiliate 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, when where the specified burden relating 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)
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(b) the fact a statement that, notwithstanding the matters stated in (a), if the new multilevel marketing affiliate distributor has had not canceled the contract pursuant to the provision of Article 40, paragraph (1) of the Act due to the orchestrator's 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 matters information concerning cancellation of the multilevel marketing contract pursuant to the provisions provision of Article 40, paragraph (1) of the Act, or due to being disturbed by the orchestrator's supervisor's, the solicitor's, or the general multilevel marketing distributor's act of intimidating the new multilevel marketing affiliate distributor in violation of the provisions provision of Article 34, paragraph (3) of the Act, the new multilevel marketing affiliate 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 affiliate distributor received the document referred to in Article 40, paragraph (1) of the Act, which has been issued by the orchestrator supervisor, the solicitor, or the general multilevel marketing distributor relating pertaining to the such multilevel marketing

(c) the fact a statement that, if when there has been cancellation of the contract referred to in (a) or (b), the person engaged in conducting the such multilevel marketing may not claim damages or demand payment of a penalty relating pertaining to the cancellation of the contract from the new multilevel marketing affiliate distributor

	(d) the fact a 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 (e) the fact a statement that, if when there has been cancellation of the contract referred to in (a) or (b), the person engaged in conducting the such multilevel marketing bears the costs required for taking back any goods already delivered under the contract (f) the fact a statement that, if where there has been cancellation of the contract referred to in (a) or (b), and if the price charge for the goods or the rights or the price consideration for the services has already been paid, or if a transaction fee has already been provided, the person engaged in conducting the such multilevel marketing promptly returns the full amount to the new multilevel marketing affiliate distributor
(4) matters Matters concerning cancellation of a multilevel marketing contract relating pertaining to goods 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)	(a) the fact a statement that, if where 20 days have passed from the date on which the new multilevel marketing affiliate distributor received the contract document (or the date of the first delivery of the goods, when where the specified burden relating 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 cancel terminate the multilevel marketing contract

(b) the fact a statement that, if when where a multilevel marketing contract has been canceled pursuant to the matters stateddescribed in (a), the person engaged in conducting multilevel marketing may not demand that the new multilevel marketing affiliate distributor (limited to a person who has entered into concluded the multilevel marketing contract within the past one year; hereinafter the same applies below in this item) pays an amount of money that exceeds the total of the sum of costs normally required for entering into 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 relating pertaining to the specified burden involved in the multilevel marketing transactions; hereinafter referred to below 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 relating pertaining to the sales contract for goods that has been was canceled pursuant to the provisions of Article 40-2, paragraph (2) of the Act)

(c) the fact a statement that, if where a multilevel marketing contract has been canceled pursuant to the matters described in (a), and ifwhen if the person engaged inconducting multilevel marketing has had already sold, etc. the goods relating pertaining to the multilevel marketing to the new multilevel marketing affiliatedistributor before prior to the cancellation, the new multilevel marketing affiliatedistributor may cancel the sales contract for goods except in the following cases:

(i) when 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 provision provisions of services, the date of transfer of the such rights; hereinafter the same applies below in this item)

(ii) when where the goods have been resold

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

(iv) cases specified in Article 23 of the Order

(d) the facta statement that, ifwhen where a sales contract for goods has been canceled pursuant to the matters stateddescribed in (c), the person engaged in 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 (f) if where there are any special provisions on cancellation of a multilevel marketing contract or a sales contract for goods, the details of the such provisions
(5) matters concerning cancellation of a multilevel marketing contract relating 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)	(a) the fact a statement that, if where 20 days have passed from the date on which the new multilevel marketing affiliate distributor received the contract document, they may cancel/terminate the multilevel marketing contract towards the future (b) the fact a statement that, if when where a multilevel marketing contract has been canceled pursuant to the matters stated described in (a), the person engaged in conducting multilevel marketing may not demand that the new multilevel marketing affiliate distributor pays an amount of money that exceeds the total of costs normally required for entering into concluding and performing a contract, the amount equivalent to the price consideration for the services provided offered under the multilevel marketing contract, and the amount of the relevant delay damages based on the statutory interest rate (c) if where there are any special provisions concerning cancellation of a multilevel marketing contract, the details of such provisions
(6) matters concerning trademarks, trade names, or other specific indications	(a) trademarks, trade names, or other specific indications to be used (b) if when where there are requirements for use of the indications, the details of the such requirements (c) if where use of any trademarks, trade names, or other specific indications is prohibited, a statement to the effect

(7) matters 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 priceconsideration received from providing the services to another person engaged in providing the same kind of services, or mediation of provision of the such services, and the method for calculating any other specified profits (b) beyond what is stated set forth in (a), if when there is a case where the specified profit is not paid in whole or in part, the conditions for that such a case (c) beyond what is stated 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 in red letters within the red frame that a person must read through the contents of the document very carefully.
- (3) 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.
- (4) When providing the matters in the document, the details listed in the lower column of table (3) referred to in paragraph (1) must be indicated 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 engaged in 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 stated in (a) or (b) below: and
- (a) a means of sending matters via a telecommunications line connecting a computer used by a person engaged in 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 the matters 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 of making matters available that should be included in a document and that has been recorded in a file stored on a computer used by a person engaged in multilevel marketing 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 matters 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;
 - (ii) a means of delivering a file prepared by using an electronic or magnetic recording medium in which matters that should be included in a document are recorded.
- (2) The means stated in the preceding paragraph must conform to the following standards:
- (i) the means which 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 whether or not there is any alteration concerning matters that should be included in a document recorded in a file; and
 - (iii) in the case of the means stated in item (1)(b) of the preceding paragraph, the means which informs a person who intends to bear a specified burden involved in multilevel marketing transactions or a counterparty to multilevel marketing transactions that matters that should be included in a document recorded in a file will be or have been recorded in a file stored on a computer used by a person engaged in multilevel marketing.
- (3) If, in place of delivery of a document under the provisions of Article 37, paragraph (1) or (2) of the Act, a person engaged in multilevel marketing provides matters that should be included in the document by using the means stated in paragraph (1), the person engaged in multilevel marketing must indicate the matters 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 matters 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 stated in paragraph (1) of the preceding Article that is used by a person engaged in multilevel marketing; and
- (ii) the format for recording matters into a file.

(Explanation and Confirmation in Obtaining the Consent Under the Provisions of Article 37, Paragraph (3) of the Act)

Article 83 (1) When indicating the matters stated in the preceding Article, a person engaged in multilevel marketing must explain the following matters (excluding the matters stated in item (iii) in the case of providing the matters that should be included in the document referred to in Article 37, paragraph (1) of the Act by the electronic or magnetic means prescribed in paragraph (3) of that 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 the provisions of 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 that Article will be delivered;
- (ii) that matters provided by an electronic or magnetic means under the provisions of Article 37, paragraph (3) of the Act are the matters that should be included in the document referred to in paragraph (1) or (2) of that Article and are important for a person who intends to bear a specified burden involved in multilevel marketing transactions or for a counterparty to multilevel marketing transactions;
- (iii) if the matters that should be included in the document referred to in Article 37, paragraph (2) of the Act are provided by an electronic or magnetic means (limited to those stated in Article 81, paragraph (1), item (i)) under the provisions of Article 37, paragraph (3) of the Act, that the matters will be deemed to have arrived at a counterparty to multilevel marketing transactions at the time when the matters are recorded 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 the provisions of 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 matters to be provided by an electronic or magnetic means under the provisions of Article 37, paragraph (3) of the Act (meaning a computer for which the figure obtained by dividing the figure of the maximum diameter of the screen expressed in units of centimeters by 2.54 and rounding off the decimal points to the nearest whole number is five or above; the same applies below in this Article) and can perform operations of the computer by themselves to receive the provision of matters (meaning operations until the completion of the provision of matters; 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 matters by an electronic or magnetic means under the provisions of Article 37, paragraph (3) of the Act.
- (2) When giving the explanation referred to in the preceding paragraph, a person engaged in 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 engaged in 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 themselves operations necessary for inspection of matters to be provided through transmissions of email or by any other electronic or magnetic means under the provisions of Article 37, paragraph (3) of the Act and uses on a daily basis a computer and an email address (limited to if the matters are provided via email) 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 matters to be provided by using an electronic or magnetic means under the provisions of Article 37, paragraph (3) of the Act be sent via email to a person designated in advance by the person who

- intends to bear a specified burden involved in multilevel marketing transactions or the counterparty to multilevel marketing transactions; and if the person or the counterparty so wishes, an email address of the designated person.
- (4) When conducting the confirmation referred to in the preceding paragraph, a person engaged in 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 themselves a computer used by the person or the counterparty on a daily basis and must use a webpage, etc. of the person engaged in multilevel marketing prescribed in Article 2, item (i) of the Order.
- (5) A person engaged in multilevel marketing is to obtain the consent under the provisions of 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 indicating 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 engaged in multilevel marketing must not use a means of 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 related to 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 email pursuant to the provisions of paragraph (3), item (iii), a person engaged in multilevel marketing must send email to a person designated in advance by the person who intends to bear a specified burden involved in multilevel marketing transactions or the counterparty to multilevel marketing transactions at the same time as provision of matters by an electronic or magnetic means under the provisions of Article 37, paragraph (3) of the Act.
- (7) If a person engaged in multilevel marketing has obtained the consent under the provisions of 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 engaged in multilevel marketing must deliver a document confirming that the consent has been obtained (and if the consent has been obtained by using a document, including a copy of the document; the same applies below 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 matters by an electronic or magnetic means under the provisions of Article 37, paragraph (3) of the Act; provided, however, that if the matters that should be included in the document referred to in Article 37, paragraph (1) of the Act are provided by an electronic or magnetic means under the provisions of paragraph (3) of that Article, the person engaged in multilevel marketing may provide the document confirming 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 is stated in (a) or (b) below: and
 - (a) a means of sending a statement indicating 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 proposal referred to in paragraph (2) of that Article (referred to below 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 engaged in multilevel marketing via a telecommunications line, and recording the statement in a file stored on the computer used by the person engaged in multilevel marketing; or
 - (b) a means of making available the type and details of the electronic or magnetic means stated in Article 82 that have been recorded in a file stored on a computer used by a person engaged in multilevel marketing 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 indicating that the consent, etc. is given, in a file stored on the computer;
 - (ii) a means of delivering a file prepared by using an electronic or magnetic recording medium in which a statement indicating that the consent, etc. is given has been recorded.
- (2) The means stated in the preceding paragraph must be a means that enables a person engaged in multilevel marketing to prepare a document by outputting

what has been recorded in the file.

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

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

(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 stated 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 relating to the set of related multilevel marketing undertakings orchestrated by the orchestrator (limited to a contract with an individual who sells or mediates a sale of goods or provides or mediates provision of services relating to multilevel marketing by means other than through a store or other facility similar to these; referred to below as a "multilevel marketing contract relating 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 matters stated in the items of Article 34, paragraph (1) of the Act either in soliciting a person for entering into a multilevel marketing contract relating to multilevel marketing or in order to prevent the cancellation of a multilevel marketing contract relating to multilevel marketing;
- (iii) an act of inducing a relevant person to use intimidation to overwhelm a person in order to have the person enter into a multilevel marketing contract relating to multilevel marketing or in order to prevent the cancellation of a multilevel marketing contract relating to multilevel marketing;
- (iv) if the person engaged in 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 include the matters prescribed in paragraph (1) or (2) of that Article or include false matters;
- (v) an act of having a young person, elderly person or any other person to enter into a multilevel marketing contract relating to multilevel marketing, by taking advantage of the impaired judgment of the person;
 - (vi) an act of soliciting a contract that is found to be inappropriate in light of a counterparty to multilevel marketing transactions' knowledge, experience, and asset situation;
 - (vii) an act of having a person provide false matters concerning age, occupation or other matters in a document relating to the contract, when entering into a multilevel marketing contract relating to multilevel marketing;
 - (viii) conducting any of the following acts for the purpose of having a counterparty to a multilevel marketing contract relating to multilevel marketing perform obligations under the contract:
 - (a) an act of having the counterparty to a multilevel marketing contract relating to multilevel marketing make false statements concerning 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 relating to multilevel marketing to a money lender's business office, bank branch or any other place similar to them, against the counterparty's will;
 - (c) an act of soliciting the counterparty to a multilevel marketing contract relating to multilevel marketing, in a way that makes the counterparty feel annoyed, for the purpose of having the counterparty enter into the contract providing 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 an orchestrator, a solicitor, or a general multilevel marketing distributor, when obtaining the consent to, or receiving the request for, email advertising 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, email advertising multilevel marketing transactions; the same applies in the following item), that the operation constitutes the consent to, or the request for, the email advertising 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 an orchestrator, a solicitor, or a general multilevel marketing

distributor, when obtaining the consent to, or receiving the request for, email advertising 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 email advertising 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 email advertising multilevel marketing transactions;

- (xi) an act of an orchestrator, a solicitor, or a general multilevel marketing distributor entrusting all of the operations stated 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 matters that should be included 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 that Article:
 - (a) an act of proceeding with procedures for provision of matters 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 intention not to receive provision of matters by an electronic or magnetic means;
 - (b) an act of misrepresenting matters 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 the provisions of Article 37, paragraph (1) or (2) of the Act (excluding the act stated 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 matters 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 matters to be provided by an electronic or magnetic means, by deception or other wrongful means; and
- (i) beyond what is stated 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 matters 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 "an orchestrator, a solicitor, or a general multilevel marketing distributor."

(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 operations 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 operations 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 operations 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 Multilevel Marketing Contract is Prevented)

Article 90 (1) The document to be delivered pursuant to the provisions of Article 40, paragraph (1) must indicate the following matters:

- (i) details of the multilevel marketing contract;
 - (ii) the fact that a counterparty to the multilevel marketing distributor may cancel the multilevel marketing contract in writing or by an electronic or magnetic record until 20 days have passed from the date on which the counterparty receives the document pursuant to the provisions of Article 40, paragraph (1) of the Act;
 - (iii) matters concerning the provisions of the second sentence of paragraph (1), and paragraph (2), and paragraph (3) of Article 40 of the Act;
 - (iv) the fact that if the multilevel marketing contract is canceled, and the price for the goods or rights, or the price for the services relating to the multilevel marketing contract has been paid, or the transaction fees relating to the multilevel marketing contract have been provided, the person engaged in multilevel marketing will promptly return the total amount of those monies to the multilevel marketing affiliate;
 - (v) the name, address, and telephone number of the orchestrator, and if the orchestrator is a corporation; the name of their representative;
 - (vi) when the person engaged in multilevel marketing is not the orchestrator, the name, address, and telephone number of the person engaged in multilevel marketing, and if the person engaged in multilevel marketing is a corporation; the name of their representative; and
 - (vii) the date of the contract.
- (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 matters in the document, the details prescribed in paragraph (1), items (ii) and (iii) must be indicated 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 an orchestrator, a solicitor, or a general multilevel marketing distributor delivers the document referred to in Article 40, paragraph (1) of the Act to a multilevel marketing affiliate, they must inform the multilevel marketing affiliate of the details atated in paragraph (1), items (ii) through (iv) immediately after confirming that the multilevel marketing affiliate has read through the relevant 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 is to be the means specified in the respective items for the matters stated in the following items:

- (i) hair removal: a means of 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 of 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 of using a medical agent or inserting threads;
- (iv) reduction of fat: a means of applying light or sound waves, using a medical agent, or utilizing stimulation generated by a device; and
- (v) teeth whitening: a means of applying a teeth whitener

(Delivery of Documents in Provision of Specified Continuous Services)

Article 92 (1) The document including the outline of a contract for specified continuous service or sale of specified rights 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 matters relating to the contract for specified continuous service or sale of specified rights:

- (i) the following matters; in the case of a specified continuous service contract:
 - (a) the name, address, and telephone number of the service provider, and if the service provider is a corporation; the name of their representative;
 - (b) details of the services to be provided;
 - (c) if there are goods that need to be purchased by the person who intends to receive the services when the services are provided; the name, type, and quantity of the goods;
 - (d) the estimated amount of the price for the services and of money that must

- be paid by the person who intends to receive other services;
- (e) the payment date and method for the money stated in (d);
- (f) the period for provision of the services;
- (g) matters concerning cancellation of the specified continuous service contract under the provisions of Article 48, paragraph (1) of the Act (including matters concerning the provisions of paragraphs (2) through (7) of that Article);
- (h) matters concerning cancellation of the specified continuous service contract under the provisions of Article 49, paragraph (1) of the Act (including matters concerning the provisions of paragraphs (2), (5), and (6) of that Article);
- (i) if the services are provided through a means of the loan-affiliated sales 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 that Article or the intermediation of individual credit purchases prescribed in paragraph (4) of that Article, the fact 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-affiliated 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 that Act (including as applied mutatis mutandis pursuant to the provisions of paragraph (3) of that Article), or Article 30-4 of that Act (including as applied mutatis mutandis pursuant to the provisions of Article 30-5, paragraph (1) of that Act) or Article 35-3-19 of that Act;
- (j) when conducting a prepaid transaction relating to the provision of specified continuous service (meaning a transaction relating to provision of specified continuous service where the money exceeding 50,000 yen is received from the counterparty before the provision of specified continuous service; the same applies below), a statement of whether or not measures to secure the advances received relating to the prepaid transaction are taken, and if the measures to secure it are taken; the details of the measures; and
- (k) if there are special provisions, the details of the provisions.
- (ii) the following matters in the case of a sales contract for a specified right:
 - (a) the name, address, and telephone number of the seller, and if the seller is a corporation; the name of their 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 amount of the price for the rights and of money that must be paid by the person who intends to purchase other rights to receive the provision of specified continuous services;
 - (e) the payment date and method for the money stated in (d);
 - (f) the period for provision of the services that are available through the exercise of the rights;
 - (g) matters concerning cancellation of the sales contract for specified rights under the provisions of Article 48, paragraph (1) of the Act (including matters concerning the provisions of paragraphs (2) through (7) of that Article);
 - (h) matters concerning cancellation of the sales contract for specified rights under the provisions of Article 49, paragraph (3) of the Act (including matters concerning the provisions of paragraphs (4) through (6) of that Article);
 - (i) if the rights are sold through a means of the loan-affiliated sales 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 that Article or the intermediation of individual credit purchases prescribed in paragraph (4) of that Article, the fact 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-affiliated 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 that Act (including as applied mutatis mutandis pursuant to the provisions of paragraph (3) of that Article), or Article 30-4 of that Act (including as applied mutatis mutandis pursuant to the provisions of Article 30-5, paragraph (1) of that Act) or Article 35-3-19 of that Act; and
 - (j) where there are special provisions, the details of the provisions.
- (2) The document referred to in the preceding paragraph must indicate in red letters within the red frame that a person must read through the contents of the document very carefully.
- (3) The document referred to in paragraph (1) must use letters and numbers larger than those with a font size of 8 points specified in the Japanese

Industrial Standards Z 8305.

Article 93 (1) Matters 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 providing the services;
- (iii) grand total of hours, number of times and any other quantity of providing the services; 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 providing the services; the details of the provisions.

(2) Matters 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 a corporation; the name of their representative;
- (ii) the name of a person who has been in charge of the entrance into the specified continuous service contract;
- (iii) the date on which the specified continuous service contract has been entered into;
- (iv) if there are goods that need to be purchased by the person who intends to receive the services when the services are provided; the type and quantity of the goods;
- (v) if the services are provided through a means of the loan-affiliated installment sales 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 that Article or the intermediation of individual credit purchases prescribed in paragraph (4) of that Article, the fact 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-affiliated 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 provisions of Article 29-4, paragraph (2) of that Act (including as applied mutatis mutandis pursuant to the provisions of paragraph (3) of that Article), or Article 30-4 of that Act (including as applied mutatis mutandis pursuant to the provisions of Article 30-5, paragraph (1) of that Act) or Article 35-3-19 of that Act;
- (vi) when conducting a prepaid transaction relating to the provision of specified continuous service; a statement of whether or not measures to secure the advances received are taken, and if the measures are taken; the details of the

measures;

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

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

Article 94 (1) Matters stated in Article 42, paragraph (2), items (ii), (v), and (vi) of the Act to be indicated in the document to be delivered pursuant to the provisions of that paragraph (referred to below as the "contract document " in this Article) must respectively include the details listed in the lower column of the following table according to the classification listed in the upper column of that table.

(1) the The price consideration for the services and any other amount of money that must be paid by the service recipient	a A detailed statement and the total amount of any enrollment fee, entrance fee, lesson fee, or other price 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 Matters concerning cancellation of a contract for provision of specified continuous service contract 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) a statement that the person who receives provision of specified continuous services may cancel the contract for provision of specified continuous service contracts service in writing or by an electronic or magnetic record for a period until 8 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 services service has had not cancelled the contract for provision of specified continuous services 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 services 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 services 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 services 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 service received the document referred to in Article 48, paragraph (1) of the Act, which has been issued by the service provider

(c) a 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 relating pertaining to the cancellation of the contract

(d) a statement that, if 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 relating pertaining to the cancellation of the contract from the person who receives provision of specified continuous services service

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

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

(g) a statement that, if where there has been cancellation of the contract referred to in (a) or (b), and when 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 services service may also cancel the sales contract for related goods

(h) if 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 whom which the request should be made

	(i) a 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 relating pertaining to cancellation of the contract is issued (j) a statement that, if 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 relating pertaining to the cancellation of the contract from the person who receives provision of specified continuous services service (k) a statement that, if 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 (l) a statement that, if where there has been cancellation of the contract referred to in (g), and when if the person who sold the related goods has already received any money in association with the sales contract for related goods, they it must promptly return the full amount to the person who receives provision of specified continuous services service
(3) Matters concerning cancellation of a contract for provision of specified continuous services 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)	(a) a statement that, if where eight days have passed from the date on which the person who receives provision of specified continuous services service received the contract document, the person may terminate the contract for provision of specified continuous services service

(b) a statement that, if 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 services service pays an amount of money that exceeds the total of the price consideration for the service offered, the amount of damages normally caused by the cancellation or the amount of costs normally required for entering into concluding and performing a contract, and the amount of the relevant delay damages, as well as the method of settling the priceconsideration for the service providedoffered

(c) the fact a statement that, if where there has been cancellation of the contract referred to in (a), and 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 services service may also cancel the sales contract for related goods

(d) if 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 whom which the request should be made

	(e) the fact a statement that, if 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 services 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, that amount), the amount equivalent to the selling price of the related goods or the amount of costs normally required for entering into concluding and performing a contract, and the amount of the relevant delay damages (f) if where there are any special provisions concerning cancellation of a contract for provision of specified continuous service contracts service or a sales contract for related goods, the details of the provisions
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(2) If related goods relating to the specified continuous service contract fall under the related goods specified by Cabinet Order referred to in the proviso to Article 48, paragraph (2) of the Act, and the sales contract may not be cancelled when the goods have been used or consumed in whole or in part, the contract document must include the details stated in the following items in addition to the details listed in the lower column of table (ii) in the preceding paragraph:

- (i) the name of the goods and other matters that can identify the relevant goods; and
- (ii) the fact that when the goods have been used or consumed in whole or in part, (excluding 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 specified continuous service contract may not be cancelled.

(3) Matters listed in the lower column of table (ii) referred to in paragraph (1) and the matters stated in the preceding paragraph must be indicated in red letters within the red frame.

(4) The contract document must indicate in red letters within the red frame that

a person must read through the contents of the document very carefully.

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

Article 95 (1) Matters 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) grand total of hours, number of times, and any other quantity of providing 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 providing the services with respect to the services that are available through the exercise of the rights; the details of the provisions.

(2) Matters 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 corporation; the name of their representative;
- (ii) the name of the person who has been in charge of the entrance into the sales contract for specified rights;
- (iii) the date on which the sales contract for specified rights has been entered into;
- (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-affiliated installment sales 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 that Article or the intermediation of individual credit purchases prescribed in paragraph (4) of that Article, the fact 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-affiliated 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 that Act (including as applied *mutatis mutandis* pursuant to the provisions of paragraph (3) of that Article), or

Article 30-4 of that Act (including as applied mutatis mutandis pursuant to the provisions of Article 30-5, paragraph (1) of that Act) or Article 35-3-19 of that 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 corporation; the name of their representative; and
- (vii) if there are special provisions; the details of the provisions.

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

(1) the 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 services service	a 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 services service upon provision of the services through exercise of the rights, and any other expense items
(2) matters Matters concerning cancellation of a sales contract for specigied rights provision of specified continuous services 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) a statement that the purchaser of the rights to receive the provision of specified continuous services service may cancel the sales contract for specified rights provision of specified continuous services service in writing or by an electronic or magnetic record for a period until 8 eight days have passed from the date on which the purchaser received the contract document

(b) a statement that, notwithstanding the matter stated in (a), if the purchaser of the rights to receive the provision of specified continuous services service has had not cancelled the sales contract for specified rights provision of specified continuous services service under the provisions of Article 48, paragraph (1) of the Act due to being misled by the seller's act of misrepresenting matters information concerning cancellation of the sales contract for specified rights provision of specified continuous services 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 services 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 services service may cancel the sales contract for specified rights provision of specified continuous services 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 services service received the document referred to in Article 48, paragraph (1) of the Act, which has been issued by the seller

(c) a 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 services service issues the document or notice using an electronic or magnetic record relating pertaining to the cancellation of the contract

(d) a statement that, if 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 relating pertaining to the cancellation of the contract from the purchaser of the rights to receive the provision of specified continuous services service

(e) a statement that, if 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 services service

(f) a statement that, if 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 services service even if the services have service has already been provided through exercising the rights

(g) a statement that, if 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 rights right, they it must promptly return the full amount to the purchaser of the rights to receive the provision of specified continuous services service

(h) the fact a statement that, if where there has been cancellation of the contract referred to in (a) or (b), when 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 services service may also cancel the sales contract for related goods

	(i) if 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 whom which the request should be made (j) the fact a 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 relating to cancellation of the contract is issued (k) the fact a statement that, if 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 relating pertaining to the cancellation of the contract from the purchaser of the rights to receive the provision of specified continuous services service (l) the fact a statement that, if 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 (m) the fact a statement that, if where there has been cancellation of the contract referred to in (h), and if the person who sold the related goods has already received any money in association with the sales contract for related goods, they it must promptly return the full amount to the purchaser of the rights to receive the provision of specified continuous services service
(3) matters Matters concerning cancellation of a sales contract for specified rights 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)	(a) the fact a statement that, if where 8 eight days have passed from the date on which the purchaser of the rights to receive the provision of specified continuous services service received the contract document, the purchaser may cancel the sales contract for specified rights right

(b) the fact a statement that, if 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 services 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, that the amount applies), the amount equivalent to the selling price of the rights, the amount of costs normally required for entering into concluding and performing a contract, and the amount of the relevant delay damages

(c) the fact a statement that, if where there has been cancellation of the contract referred to in (a), and when 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 services service may also cancel the sales contract for related goods

(d) if 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 whom which the request should be made

	(e) the fact a statement that, if 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 services 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, that the amount applies), the amount equivalent to the selling price of the related goods or the amount of costs normally required for entering into concluding and performing a contract, and the amount of the relevant delay damages (f) if where there are any special provisions concerning on cancellation of a sales contract for specified rights right or a sales contract for related goods, the details of the provisions
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(2) If related goods relating to the sales contract for specified rights fall under the related goods specified by Cabinet Order referred to in the proviso to Article 48, paragraph (2) of the Act, and the sales contract may not be cancelled when the goods have been used or consumed in whole or in part, the contract document must include the details stated in the following items in addition to the details listed in the lower column of table (ii) in the preceding paragraph:

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

(ii) the fact that when the goods have been used or consumed in whole or in part (excluding when the seller has induced the purchaser of the rights to receive the provision of specified continuous services to use or consume the goods in whole or in part), the sales contract for specified rights may not be cancelled.

(3) Matters listed in the lower column of table (ii) referred to in paragraph (1) and the matters stated in the preceding paragraph must be indicated in red letters within the red frame.

- (4) The contract document must indicate in red letters within the red frame that a person must read through the contents of the document very carefully.
- (5) The contract document must use letters and numbers larger 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 (referred to below 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 stated in (a) or (b) below: and
 - (a) a means of 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 of making matters available that should be included in a document and that has been recorded in a file stored on a computer used by a service provider or a seller via a telecommunications line for inspection by a person who intends to receive provision of specified continuous services, etc., and recording the matters in a file stored on a computer used by the person who intends to receive provision of specified continuous services, etc.;
 - (ii) a means of delivering a file prepared by using an electronic or magnetic recording medium in which matters that should be included in a document is recorded.
- (2) The means stated in the preceding paragraph must conform to the following standards:
- (i) the means which 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 whether or not there is any alteration concerning matters that should be included in a document recorded in a file; and
 - (iii) in the case of the means stated in item (1)(b) of the preceding paragraph, the means informs a person who intends to receive provision of specified continuous services, etc. that matters that should be included in a document recorded in a file will be or have 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 the provisions of Article 42, paragraph (1), (2), or (3) of the Act, a service provider or a seller provides matters that should be included in the document by using the means stated in paragraph (1), the service provider or the seller must indicate the matters in a manner that enables a person who intends to receive provision of specified continuous services, etc. to read the matters 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 stated in paragraph (1) of the preceding Article that is used by a service provider or a seller; and
- (ii) the format for recording matters into a file.

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

Article 99 (1) When indicating the matters stated in the preceding Article, a service provider or a seller must explain the following matters (excluding the matter stated in item (iii) in the case of providing the matters that should be included in the document referred to in Article 42, paragraph (1) of the Act by the electronic or magnetic means under the provisions of paragraph (4) of that 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 the provisions of 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 that Article will be delivered;
- (ii) that matters provided by an electronic or magnetic means under the provisions of Article 42, paragraph (4) of the Act are the matters that should

- be included in the document referred to in paragraph (1), (2), or (3) of that Article and are important for a person who intends to receive provision of specified continuous services, etc.;
- (iii) if the matters that should be included in the document referred to in Article 42, paragraph (2) or (3) of the Act are provided by an electronic or magnetic means (limited to those stated in Article 97, paragraph (1), item (i)) under the provisions of Article 42, paragraph (4) of the Act, that the matters 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 matters are 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 8 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 contract for specified continuous service or sale of specified rights under the provisions of 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 matters to be provided by an electronic or magnetic means under the provisions of 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 units of centimeters by 2.54 and rounding off the decimal points to the nearest whole number is five or above; the same applies below in this Article) and can perform operations of the computer by themselves to receive the provision of matters (meaning operations until the completion of the provision of matters; the same applies in paragraph (3), item (i)), the person who intends to receive provision of specified continuous services, etc. may receive provision of matters by an electronic or magnetic means under the provisions of 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) that a person who intends to receive provision of specified continuous services, etc. can perform by themselves operations necessary for inspection of matters to be provided through transmissions of email or by any other

- electronic or magnetic means under the provisions of Article 42, paragraph (4) of the Act and uses on a daily basis a computer and an email address (limited to if the matters are provided via email) that are necessary for the inspection;
- (ii) that 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 matters to be provided by using an electronic or magnetic means under the provisions of Article 42, paragraph (4) of the Act be sent via email to a person designated in advance by the person who intends to receive provision of specified continuous services, etc.; and if the person who intends to receive provision of specified continuous services, etc. so wishes, an email 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 themselves a computer used by the person on a daily basis and must use a webpage, etc. of the service provider or seller prescribed in Article 2, item (i) of the Order.
- (5) A service provider or a seller is to obtain the consent under the provisions of 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 indicating 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 of entering symbols or any other means that cannot clarify the recognition of the person who intends to receive provision of specified continuous services, etc. related to the consent.
- (6) If a person who intends to receive provision of specified continuous services, etc. demands sending of email pursuant to the provisions of paragraph (3), item (iii), a service provider or a seller must send email to a person designated in advance by the person who intends to receive provision of specified continuous services, etc. at the same time as provision of matters by an electronic or magnetic means under the provisions of Article 42, paragraph (4) of the Act.
- (7) If a service provider or a seller has obtained the consent under the provisions of 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 confirming 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 matters by an electronic or magnetic means under the provisions of Article 42, paragraph (4) of the Act.

(8) A service provider or a seller may provide a document under the provisions of the preceding paragraph by an electronic or magnetic means in any of the following cases:

- (i) in case of providing the matters that should be included in the document referred to in Article 42, paragraph (1) of the Act by an electronic or magnetic means under the provisions of paragraph (4) of that Article; or
- (ii) in case of providing the matters that should be included in the document referred to in Article 42, paragraph (2) or (3) of the Act by an electronic or magnetic means under the provisions of paragraph (4) of that 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 stated 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 is stated in (a) or (b) below: and
 - (a) a means of sending a statement indicating 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 proposal referred to in paragraph (2) of that Article (referred to below 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 of making available the type and details of the electronic or magnetic means stated in Article 98 that have been recorded in a file stored on a computer used by a service provider or a seller via a telecommunications line for inspection by a person who intends to receive provision of specified continuous services, etc., and recording a statement indicating that the consent, etc. is given, in a file stored on the computer;

- (ii) a means of delivering a file prepared by using an electronic or magnetic recording medium in which a statement indicating that the consent, etc. is given has been recorded.
- (2) The means stated 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 the Provisions of Article 26, Paragraph (3) of the Order)

Article 101 The confirmation under the provisions of Article 26, paragraph (3) of the Order is to be conducted by confirming that the matters have 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, by telephone, a means that uses an electronic data processing system or any other means, and that those matters are 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.

(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 stated in Article 97, paragraph (1), item (ii).

(Prohibition of Misleading Advertising)

Article 103 Matters 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 national government, a local government, a famous corporation or any 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 price for the rights;
- (vi) the period for provision of the services;
- (vii) the name, address, and telephone number of the service provider or the seller; and
- (viii) if there is money to be borne by the service recipient or purchaser 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 Matters specified by order of the competent ministry referred to in Article 44, paragraph (1), item (ii) of the Act are matters stated 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 indicating the business and asset situation under the provisions of 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 relating to the contract for specified continuous service or sale of specified rights 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 as follows:

- (i) an act of soliciting a contract for specified continuous service or sale of specified rights in ways that make a person feel annoyed or an act of preventing a person from cancelling a contract for specified continuous service or sale of specified rights in ways that make the person feel annoyed;
- (ii) an act of having a young person, elderly person or any other person to enter into a contract for specified continuous service or sale of specified rights by taking advantage of the impaired judgment of the person;
- (iii) an act of soliciting a contract that is found to be inappropriate in light of the customer's knowledge, experience, and asset situation;
- (iv) an act of having a person provide false matters concerning age, occupation, or other matters in a document relating to the contract, when entering into a contract for specified continuous service or sale of specified rights;
- (v) conducting any of the following acts for the purpose of having a counterparty to a contract for specified continuous service or sale of specified rights perform obligations under the contract:
 - (a) an act of having the counterparty to a contract for specified continuous

- service or sale of specified rights make false statements concerning 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 contract for specified continuous service or sale of specified rights to a money lender's business office, bank branch or a place similar to them, against the counterparty's will; and
 - (c) an act of soliciting the counterparty to a contract for specified continuous service or sale of specified rights, in a way that makes the counterparty feel annoyed, for the purpose of having the counterparty enter into the contract providing 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 having the service recipient or purchaser use or consume the goods in whole or in part in order to prevent cancellation of a sales contract for related goods specified by Cabinet Order referred to in the proviso to Article 48, paragraph (2) of the Act, when entering into the sales contract for the goods;
 - (vii) an act of refusing the performance of obligations in whole or in part based on the sales contract for the related goods or the obligations due to the cancellation of the contract, or an act of unjustly delaying the performance of obligations (when the service provider or the seller acts as an agent or a broker for sale of the related goods; an act of inducing a person to refuse the performance of obligations under the sales contract for the related 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 matters that should be included 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 that Article:
 - (a) an act of proceeding with procedures for provision of matters by an electronic or magnetic means, for a person who intends to receive provision of specified continuous services, etc. and who has expressed the intention not to receive provision of information by an electronic or magnetic means;
 - (b) an act of misrepresenting matters 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 the provisions of Article 42, paragraph (1), (2), or (3) of the Act (excluding the act stated 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 matters 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. 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 matters to be provided by an electronic or magnetic means, by deception or other wrongful means; and
- (i) beyond what is stated in (a) through (h) above, an act of having a person who intends to receive provision of specified continuous services, etc. give consent or receive matters 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 operations 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 Specified Continuous Service Contract is Prevented)

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

- (i) details of the contract for specified continuous service or sale of specified rights and the name of the related goods;
 - (ii) the price for the services or the selling price of the rights, and any other money that must be paid by the service recipient or purchaser;
 - (iii) the fact that the contract for specified continuous service or sale of specified rights may be cancelled in writing or by an electronic or magnetic record until 8 days have passed from the date on which the relevant document is received, based on the provisions of Article 48, paragraph (1) of the Act;
 - (iv) matters 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 a corporation; the name of their representative;
 - (vi) the name of the person who has been in charge of an offer or entrance into the contract for specified continuous service or sale of specified rights;
 - (vii) the date on which the contract for specified continuous service or sale of specified rights has been entered into; and
 - (viii) if there are any related goods; the name, address, and telephone number of the person selling the related goods, and if the person is a corporation; the name of their representative.
- (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 matters in the document, the details stated in paragraph (1), items (iii) and (iv) must be indicated in red letters within the red frame.
- (4) The document to be delivered pursuant to the provisions of the 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 service recipient or purchaser, they must inform the service recipient or purchaser of the details stated in paragraph (1), items (iii) and (iv) immediately after confirming that the service recipient or purchaser has read through the relevant document.

Chapter IV Business Opportunity Sales Transactions

(Important Matters in the Business Opportunity Sales Transactions)

Article 110 Matters specified by order of the competent ministry referred to in Article 52, paragraph (1), item (i) of the Act are matters stated 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 relating 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 stated in the following items:

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

(Advertisements for Business Opportunity Sales Transactions)

Article 112 Matters 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) if the person engaged in business opportunity sales is a corporation and that advertises by using an electronic data processing system; the name of the representative of the person engaged in business opportunity sales or the person responsible for the operations concerning business opportunity sales;
- (iii) if the person engaged in business opportunity sales is a foreign corporation or an individual domiciled in a foreign country and has its office, etc. in Japan; the location and telephone number of the office, etc.
- (iv) the name of the goods; and
- (v) if email advertising business opportunity sales transactions (meaning email that advertises business opportunity sales transactions referred to in Article 54-3, paragraph (1), item (i) of the Act; the same applies below) is sent; the email address of the person engaged in business opportunity sales;

Article 113 (1) When an advertisement is placed for business opportunity 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 below in this Chapter excluding the following Article) or payment amount for the price for the services or the amount of transaction fee (if the payment for the purchase of goods, price for the services is combined with a transaction fee; the total of the purchase amount of the

goods, payment for the price for the services and the amount of transaction fee) must be clearly indicated, with respect to the matters referred to in Article 53, item (ii) of the Act.

(2) When an advertisement is placed for business opportunity sales transactions pursuant to the provisions of Article 53, the matters referred to in item (iii) of the same Article must be indicated as specified below:

- (i) details of the operations to be provided or mediated must be indicated;
- (ii) important matters concerning the conditions for providing or mediating the operations must be indicated according to the ways of providing or mediating the operations, such as the number of times they provide or mediate the operations during a specific period or the conditions for the rewards for the operations; and
- (iii) when indicating the amount of money that can be received or any other indicator of the business opportunity profit, grounds or explanations that enable accurate understanding of the potential business opportunity profit must be indicated, such as indicating numerical data showing that people who actually receive the same level of business opportunity profit as the indicator constitute a large proportion of persons conducting business opportunity sales transactions related to the business opportunity sales.

(Prohibition of Misleading Advertising)

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

- (i) matters concerning the specified burden required for business opportunity sales transactions;
- (ii) matters concerning the business opportunity profit related to the business opportunity sales and any other conditions for providing the operations;
- (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 relating to the rights;
- (iv) the place of origin or place of production, the trademark, or the name of the manufacturer of the goods;
- (v) involvement of the national government, a local government, a famous corporation or any 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) matters concerning cancellation of a contract for business opportunity sales transaction relating to business opportunity sales (including the matters prescribed in Article 58, paragraph (1) through paragraph (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 a counterparty; or
- (ii) if an advertisement is sent to a user on the occasion of provision of services by a person who provides services connected with the use of an electronic or magnetic means 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 if 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 a user to use the services and cause an electronic or magnetic record to be sent).

(Preservation of Records)

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

- (i) if the consent has been obtained, or the request has been received, from a counterparty 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 concerning 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 indicates the fact that the computer operation constitutes consent or request to the counterparty for sending email advertising 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 contents; and
- (ii) if the consent has been obtained, or the request has been received, from a counterparty 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 concerning 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 indicates the fact 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 counterparty for sending email advertising 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 contents.

- (2) The document, etc. referred to in the preceding paragraph must be preserved for three years from the day on which email advertising business opportunity sales transactions is sent to a counterparty.

(Indication of Means of Contact)

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

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

(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) if email advertising business opportunity sales transactions of the party entrusting a contractor with email advertising business opportunity sales transactions (meaning the party entrusting a contractor with email advertising business opportunity sales transactions referred to in the main clause of Article 54-4, paragraph (1) of the Act; the same applies below) 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 a counterparty; or

- (ii) if email advertising business opportunity sales transactions of the party entrusting a contractor with email advertising business opportunity sales transactions is sent to a user on the occasion of provision of services by a person who provides services connected with the use of an electronic or magnetic means 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 if a contractor entrusted with email advertising business opportunity sales transactions (meaning a contractor entrusted with email advertising 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 a 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 business opportunity sales transactions pursuant to the provisions of Article 55, paragraph (1) of the Act must clearly indicate the following matters relating to the business opportunity sales:

- (i) the name, address, and telephone number of the person engaged in business opportunity sales, and if the person is a corporation; the name of their representative;
- (ii) important matters concerning the type, performance, or quality of the goods (excluding rights to use a facility and to receive the services) or important matters concerning the type of the rights or the services, and details of these;
- (iii) the name of the goods;
- (iv) important matters concerning the conditions to provide or mediate the operations using the goods or the services provided;
- (v) matters concerning the specified burden required for the business opportunity sales transaction;
- (vi) conditions to cancel a contract and other important matters concerning a contract relating to the business opportunity sales; and
- (vii) if the goods are sold or the services are provided through a means of the loan-affiliated installment sales 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 that Article or the intermediation of individual credit purchases prescribed in paragraph (4) of that Article, the fact 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-affiliated 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 that Act (including as applied *mutatis mutandis* pursuant to the provisions of paragraph (3) of that Article) or Article 30-4 of that Act (including as applied *mutatis mutandis* pursuant to the provisions of Article 30-5, paragraph (1) of that Act) or Article 35-3-19 of that Act.

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

Article 120 Matters 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 a corporation; the name of their representative;
- (ii) the name of a person who has been in charge of the entrance into 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-affiliated installment sales 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 that Article or the intermediation of individual credit purchases prescribed in paragraph (4) of that Article, the fact 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-affiliated 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 that Act (including as applied mutatis mutandis pursuant to the provisions of paragraph (3) of that Article), or Article 30-4 of that Act (including as applied mutatis mutandis pursuant to the provisions of Article 30-5, paragraph (1) of that Act) or Article 35-3-19 of that Act.

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

Matters	Standards Requirements
(1) matters Matters concerning the liability if 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 if 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 Matters concerning cancellation of the contract	(a) none of the provisions must prohibit the counterparty to of business opportunity related sales transactions from cancelling the contract.

	(b) none of the provisions must be more disadvantageous for the counterparty to 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 if in the case the contract is cancelled due to a cause attributable imputable to the person engaged in business opportunity sales.
(3) matters Matters concerning other special provisions	no No special provisions must be prescribed in violation of laws and regulations.

(2) The contract document must respectively indicate the details listed in the lower column of the following table with regard to the matters listed in the upper column of that table.

Matters	Details
(1) matters Matters concerning the conditions for making available or mediating the operationsbusiness using the goods or the services provided offered	(a) details of the operationsbusiness to be made available or mediated (b) the number of times or the number of hours the operations are business is made available or mediated per week, per month, or during any other specific period, or any other quantity of the operationsbusiness to be made available or mediated (c) if where the unit rate of the reward for the operationsbusiness per session or per hour, or any other unit rate of the reward has been specified, the unit rate (d) the methods of calculating the details specified in (b) and (c) or any other business opportunity profits (e) beyond what is stated set forth in (d), if 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

	(f) beyond what is stated 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 Matters concerning the specified burden involved in the business opportunity related sales transactions	(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 (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 (c) with regard to payment of the priceconsideration 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 (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 (e) ifwhen where part of the transaction fee is to be reimbursed, the conditions of the reimbursement
(3) matters Matters concerning cancellation of the contract (including matters concerning the provisions of Article 58, paragraphs (1) through (3) of the Act)	(a) the fact a statement that the counterparty to 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) the fact a statement that, notwithstanding the matter stated in (a), if the counterparty to of the business opportunity related sales transactions has had not cancelled the contract due to being misled by the act of the person engaged in business opportunity sales of misrepresenting mattersinformation concerning cancellation of the sales contract for business opportunity sales contractin 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 to of the business opportunity related sales transactions in violation of the provisions of paragraph (2) of that the same Article, the counterparty to 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 to 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) the fact a statement that, if 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 relating pertaining to the cancellation of the contract from the counterparty to of the business opportunity related sales transactions

	(d) the fact a statement that the cancellation of the contract referred to in (a) or (b) must take effect when the counterparty to of the business opportunity related sales transactions issues the document or electronic or magnetic record stating the intention to cancel the contract (e) the fact a statement that, if 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 (f) the fact a statement that, if where there has been cancellation of the contract referred to in (a) or (b), and when if the price charge for the goods or the price consideration for the services relating 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 to of the business opportunity related sales transactions
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- (3) The contract document must indicate in red letters within the red frame that a person must read through the contents of the document very carefully.
- (4) The contract document must use letters and numbers larger than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.
- (5) When providing the matters in the document, the details listed in the lower column of table (3) referred to in paragraph (2) must be indicated 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 stated in (a) or (b) below: and

- (a) a means of sending matters 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 the matters 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 of making matters available that should be included in a document and that has been recorded in a file stored on a computer used by a person engaged in business opportunity sales 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 matters 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;
 - (ii) a means of delivering a file prepared by using an electronic or magnetic recording medium in which matters that should be included in a document is recorded.
- (2) The means stated in the preceding paragraph must conform to the following standards:
- (i) the means which 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 whether or not there is any alteration concerning matters that should be included in a document recorded in a file; and
 - (iii) in the case of the means stated in item (1)(b) of the preceding paragraph, the means which 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 matters that should be included in a document recorded in a file will be or have 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 the provisions of Article 55, paragraph (1) or (2) of the Act, a person engaged in business opportunity sales provides matters that should be included in the document by using the means stated in paragraph (1), the person engaged in business opportunity sales must indicate the matters 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 matters 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 stated in paragraph (1) of the preceding Article that is used by a person engaged in business opportunity sales; and
- (ii) the format for recording matters into a file.

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

Article 124 (1) When indicating the matters stated in the preceding Article, a person engaged in business opportunity sales must explain the following matters (excluding the matter stated in item (iii) in the case of providing the matters that should be included in the document referred to in Article 55, paragraph (1) of the Act by the electronic or magnetic means under paragraph (3) of that 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 the provisions of 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 that Article will be delivered;
- (ii) that matters provided by an electronic or magnetic means under the provisions of Article 55, paragraph (3) of the Act are the matters that should be included in the document referred to in paragraph (1) or (2) of that Article and are 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) if the matters that should be included in the document referred to in Article 55, paragraph (2) of the Act are provided by an electronic or magnetic means (limited to those stated in Article 122, paragraph (1), item (i)) under the provisions of Article 55, paragraph (3) of the Act, that the matters will be deemed to have arrived at a counterparty to a business opportunity sales contract at the time when the matters are recorded 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 the provisions of 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 matters to be provided by an electronic or magnetic means under Article 55, paragraph (3) of the Act (meaning a computer for which the figure obtained by dividing the figure of the maximum diameter of the screen expressed in units of centimeters by 2.54 and rounding off the decimal points to the nearest whole number is five or above; the same applies below in this Article) and can perform operations of the computer by themselves to receive the provision of matters (meaning operations until the completion of the provision of matters; 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 matters by an electronic or magnetic means under the provisions of 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 themselves operations necessary for inspection of matters to be provided through transmissions of email or by any other electronic or magnetic means under the provisions of Article 55, paragraph (3) of the Act and uses on a daily basis a computer and an email address (limited to if the matters are provided via email) 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 matters to be provided by using an electronic or magnetic means under the provisions of Article 55, paragraph (3) of the Act be sent via email to a person designated in advance 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; and if the person or the counterparty so wishes, an email 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 themselves a computer used by the person or the counterparty on a daily basis and must use a webpage, etc. of the person engaged in business opportunity sales prescribed in Article 2, item (i) of the Order.
- (5) A person engaged in business opportunity sales is to obtain the consent under the provisions of 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 who intends to bear a specified burden involved in business opportunity sales transactions or the counterparty to a business opportunity sales contract and a statement indicating 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 of 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 the 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 email pursuant to the provisions of paragraph (3), item (iii), a person engaged in business opportunity sales must send email to a person designated in advance 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 at the same time as

provision of matters by an electronic or magnetic means under the provisions of Article 55, paragraph (3) of the Act.

- (7) If a person engaged in business opportunity sales has obtained the consent under the provisions of 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 confirming that the consent has been obtained (and if the consent has been obtained by using a document, including a copy of the document; the same applies below in this paragraph) 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 matters by an electronic or magnetic means under the provisions of Article 55, paragraph (3) of the Act; provided, however, that if the matters that should be included in the document referred to in Article 55, paragraph (1) of the Act are provided by an electronic or magnetic means under the provisions of paragraph (3) of that Article, the person engaged in business opportunity sales may provide the document confirming 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 is stated in (a) or (b) below: and
- (a) a means of sending a statement indicating 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 proposal referred to in paragraph (2) of that Article (referred to below as the "consent, etc." in this paragraph) from 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 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 of making available the type and details of the electronic or magnetic means stated in Article 123 that have been recorded in a file stored on a computer used by a person engaged in business opportunity sales 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 indicating that the consent, etc. is given, in a file stored on the computer;

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

(2) The means stated 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 the Provisions of Article 32, Paragraph (3) of the Order)

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

(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 stated 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 stated in the following items:

(i) an act of preventing a person from cancelling a business opportunity sales contract relating to business opportunity sales (limited to a contract with an individual who conducts operations provided 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 below 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 enter into a business opportunity sales contract relating to business opportunity sales, by taking advantage of the impaired judgment of the person;

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

- (iv) an act of forcing the counterparty to provide false matters concerning age, occupation, or other matters in a document relating to the contract, when entering into a business opportunity sales contract relating to business opportunity sales.
- (v) conducting any of the following acts for the purpose of having a counterparty to a business opportunity sales contract relating to business opportunity sales perform obligations under the contract:
 - (a) an act of having the counterparty to a business opportunity sales contract relating to business opportunity sales make false statements concerning 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 relating to business opportunity sales to a money lender's business office, bank branch or any other place similar to them, against the counterparty's will; and
 - (c) an act of soliciting the counterparty to a business opportunity sales contract relating to business opportunity sales, in a way that makes the counterparty feel annoyed, for the purpose of having the counterparty enter into the contract providing 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, email advertising 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, email advertising business opportunity sales transactions; the same applies in the following item), that the operation constitutes the consent to, or the request for, the email advertising 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, email advertising 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 email advertising 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 for obtaining the consent to or receiving the request for the email advertising business opportunity sales transactions;
- (viii) an act of a person engaged in business opportunity sales entrusting all of the operations stated 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 54-3, paragraphs (2) through (4) of the Act, as applied *mutatis mutandis* pursuant to Article 54-4, paragraphs (1) and (2) of the Act; and
 - (ix) conducting any of the following acts in providing matters that should be included 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 that Article:
 - (a) an act of proceeding with procedures for provision of matters by an electronic or magnetic means, 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 who has expressed the intention not to receive provision of matters by an electronic or magnetic means;
 - (b) an act of misrepresenting matters 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 the provisions of Article 55, paragraph (1) or (2) of the Act (excluding the act stated 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 matters 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 matters to be provided by an electronic or magnetic means, by deception or other wrongful means; and
- (i) beyond what is stated 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 matters 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 operations 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 Business Opportunity Sales Contract is Prevented)

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

- (i) details of the business opportunity sales contract;

- (ii) the fact that the business opportunity sales contract may be cancelled in writing or by an electronic or magnetic record until 20 days have passed from the date on which the relevant document is received, based on the provisions of Article 58, paragraph (1) of the Act;
 - (iii) matters concerning the provisions of the second sentence of paragraph (1), paragraph (2), and paragraph (3) of Article 58 of the Act;
 - (iv) the fact that if a business opportunity sales contract is canceled, and the price for the goods or the price for the services relating to the business opportunity sales contract have been paid, or the transaction fees relating to the business opportunity sales contract have been provided, the person engaged in business opportunity sales will promptly return the total amount 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 a corporation; the name of their representative;
 - (vi) the name of a person who has been in charge of the entrance into the business opportunity sales contract; and
 - (vii) the date of the contract.
- (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 matters in the document, the details stated in paragraph (1), items (ii) through (iv) must be indicated in red letters within the red frame.
 - (4) The document to be delivered pursuant to the provisions of the 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 business opportunity sales transaction, that person must inform the counterparty to the business opportunity sales transactions of the details stated in paragraph (1), items (ii) through (iv) immediately after confirming that the counterparty to the business opportunity sales transactions has read through the relevant document.

Chapter V Door-to-Door Purchases

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

Article 132 The matters specified by order of the competent ministry referred to in Article 58-7, paragraph (1), item (vii) of the Act are as follows:

- (i) the name, address, and telephone number of the buyer, and if the buyer is a corporation, the name of their representative;
- (ii) the name of a person who has been in charge of the offer for or the entrance into the sales contract;

- (iii) the date on which the sales contract has been offered, or entered into;
- (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) beyond what is stated in the preceding item, if there are any special provisions; 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 (referred to below as the "document" in this Article) must respectively meet the standards listed in the lower column of the following table for the matters listed in the upper column of that table.

Matters	Standards Requirements
(i) matters concerning refusal to deliver an article under the provisions of Article 58-15 of the Act	none of the provisions are disadvantageous for a person refusing to deliver an article under the provisions of Article 58-15 of the Act with regard to the purchase price of an article relating 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 buyer commercial purchaser if in the case where the contract is cancelled due to a cause attributable imputable to the buyer commercial purchaser.
(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 a red frame that a person must read through the contents of the document very carefully.
- (3) 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.

Article 134 (1) The matters stated in Article 58-7, paragraph (1), item (v) of the Act that is to be included 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 content listed in the lower column of the following table according to the classification listed in the upper column of that table.

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

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

	(d) the fact a statement that if there has been withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), the buyercommercial purchaser may not claim damages or demand payment of a penalty relating pertaining to the withdrawal of the offer for or cancellation of the contract from the offeror, etc. or counterparty (e) the fact a statement that if there has been a withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), and if the price for the sales contract has already been paid, the buyercommercial purchaser must bears the costs required for returning the price and the interest (f) the fact a statement that if there has been a withdrawal of the offer for or cancellation of the contract referred to in (a) or (b), and if an article has already been delivered, the buyer commercial purchaser must promptly returns the article promptly to the offeror or counterparty
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(2) The matters stated in the preceding paragraph and Article 58-7, paragraph (1), item (vi) of the Act must be indicated 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 buyer and a computer used by a person who made an offer via a telecommunications line; the same applies in Article 138) and that is stated in (a) or (b) below: and
 - (a) a means of sending matters via a telecommunications line connecting a computer used by a buyer and a computer used by a person who made an offer, and recording the matters in a file stored on the computer used by

- the person who made an offer; or
 - (b) a means of making matters available that should be included in a document and that has been recorded in a file stored on a computer used by a buyer via a telecommunications line for inspection by a person who made an offer, and recording the matters in a file stored on a computer used by the person who made the offer;
 - (ii) a means of delivering a file prepared by using an electronic or magnetic recording medium in which matters that should be included in a document are recorded.
- (2) The means stated in the preceding paragraph must conform to the following standards:
- (i) the means which 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 whether or not there is any alteration concerning matters that should be included in a document recorded in a file; and
 - (iii) in the case of the means stated in item (i)(b) of the preceding paragraph, the means informs a person who made an offer that matters that should be included in a document recorded in a file will be or have been recorded in a file stored on a computer used by a buyer.
- (3) If, in place of delivery of a document under the provisions of Article 58-7, paragraph (1) of the Act, a buyer provides matters that should be included in the document by using the means stated in paragraph (1), the buyer must indicate the matters in a manner that enables a person who made an offer to read the matters 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 stated in paragraph (1) of the preceding Article that is used by a buyer; and
- (ii) the format for recording matters into a file.

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

Article 137 (1) When indicating the matters stated in the preceding Article, a buyer 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 the

- provisions of 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 that Article will be delivered;
- (ii) that matters provided by an electronic or magnetic means under Article 58-7, paragraph (2) of the Act are the matters that should be included in the document referred to in paragraph (1) of that Article and are important for a person who made an offer;
 - (iii) if the matters that should be included in the document referred to in Article 58-7, paragraph (1) of the Act are provided by an electronic or magnetic means (limited to those stated in Article 135, paragraph (1), item (i)) under the provisions of Article 58-7, paragraph (2) of the Act, that the matters will be deemed to have arrived at a person who made an offer at the time when the matters are recorded in a file stored on a computer used by the person who made an offer and that when 8 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 the provisions of 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 matters to be provided by an electronic or magnetic means under the provisions of 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 units of centimeters by 2.54 and rounding off the decimal points to the nearest whole number is five or above; the same applies below in this Article) and can perform operations of the computer by themselves to receive the provision of matters (meaning operations until the completion of the provision of matters; the same applies in paragraph (3), item (i)), the person who made an offer may receive provision of matters by an electronic or magnetic means under the provisions of Article 58-7, paragraph (2) of the Act.
- (2) When giving the explanation referred to in the preceding paragraph, a buyer 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 buyer must confirm the following matters:
- (i) that a person who made an offer can perform by themselves operations necessary for inspection of matters to be provided through transmissions of email or by any other electronic or magnetic means under the provisions of Article 58-7, paragraph (2) of the Act and uses on a daily basis a computer and an email address (limited to if the matters are provided via email) that are necessary for the inspection;

- (ii) that 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 matters to be provided by using an electronic or magnetic means under the provisions of Article 58-7, paragraph (2) of the Act be sent via email to a person designated in advance by the person who made an offer; and if the person who made an offer so wishes, an email address of the designated person.
- (4) When conducting the confirmation referred to in the preceding paragraph, a buyer must use a means in which a person who made an offer operates by themselves a computer used by the person on a daily basis and must use a webpage, etc. of the buyer prescribed in Article 2, item (i) of the Order.
- (5) A buyer is to obtain the consent under the provisions of 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 indicating that the person understood the contents 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 buyer must not use a means of entering symbols or any other means that cannot clarify the recognition of the person who made an offer related to the consent.
- (6) If a person who made an offer demands sending of email pursuant to the provisions of paragraph (3), item (iii), a buyer must send email to a person designated in advance by the person who made an offer at the same time as provision of matters by an electronic or magnetic means under the provisions of Article 58-7, paragraph (2) of the Act.
- (7) If a buyer has obtained the consent under the provisions of Article 58-7, paragraph (2) of the Act after conducting the explanation under the provisions of paragraph (1) and the confirmation under the provisions of paragraph (3), the buyer must deliver a document confirming 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 matters by an electronic or magnetic means under the provisions of 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 is stated in (a) or (b) below: and
 - (a) a means of sending a statement indicating that a person who made an offer gives the consent referred to in Article 35, paragraph (1) of the Order

or the proposal referred to in paragraph (2) of that Article (referred to below as the "consent, etc." in this paragraph) from a computer used by the person who made an offer to a computer used by a buyer via a telecommunications line, and recording the statement in a file stored on the computer used by the buyer; or

- (b) a means of making available the type and details of the electronic or magnetic means stated in Article 136 that have been recorded in a file stored on a computer used by a buyer via a telecommunications line for inspection by a person who made an offer, and recording a statement indicating that the consent, etc. is given, in a file stored on the computer;
 - (ii) a means of delivering a file prepared by using an electronic or magnetic recording medium in which a statement indicating that the consent, etc. is given has been recorded.
- (2) The means stated in the preceding paragraph must be a means that enables a buyer to prepare a document by outputting what has been recorded in the file.

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

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

(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 stated in Article 135, paragraph (1), item (ii).

(Matters to Be Specified in Documents Delivered at the Time of Entering Into Contracts in Door-to-Door Purchases)

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

- (i) the name, address, and telephone number of the buyer, and if the buyer is a corporation, the name of their representative;
- (ii) the name of a person who has been in charge of the entrance into the sales contract;
- (iii) the date on which the sales contract has been entered into;
- (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) beyond what is stated in the preceding item, if there are any special provisions; the details of the special provisions; and
- (ix) if there is a case other than when the entirety of the price has been paid and all articles have been delivered at the time of the entrance into the sales contract, the matters referred to in Article 58-7, paragraph (1), items (iii) and (iv) of the Act.

(Application, Mutatis Mutandis of Provisions Relating 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 if the provisions of Article 58-7, paragraphs (2) and (3) of the Act apply mutatis mutandis pursuant to Article 58-8, paragraph (3) of the Act. In this case, the terms "paragraph (1) of that 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 Matters specified by order of the competent ministry referred to in Article 58-10, paragraph (1), item (i) of the Act are the matters stated 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.

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

Article 144 Matters specified by order of the competent ministry referred to in Article 58-11 are the matters stated in the following items:

- (i) the name, address, and telephone number of the third party, and if the third party is a corporation, the name of their 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 matters 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 the provisions of Article 58-11-2 of the Act.

- (2) Excluding the case prescribed in the following paragraph, the document referred to in the preceding paragraph must include the following matters:
 - (i) the fact 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) the fact that the counterparty to the contract may cancel the contract until 8 days have passed from the date referred to in item (iv);
 - (iii) the fact 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 buyer 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 buyer's use of intimidation, in violation of the provisions of paragraph (3) of that Article, the counterparty to the contract may cancel the contract even after that time limit;
 - (iv) the date on which the buyer delivered the document referred to in Article 58-8, paragraph (1) or (2) of the Article relating to the contract to the counterparty to the sales contract for the article (or if 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 buyer, and if the buyer is a corporation, the name of their 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 matters:
- (i) the fact 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) the fact 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 buyer, and if the buyer is a corporation, the name of their 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 larger than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.
- (5) When providing the matters in the document, the contents stated 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 that paragraph) must be indicated in red letters within a red frame.
- (6) The document to be delivered pursuant to the provisions of paragraph (2), paragraph (4), and the preceding paragraph must be provided in accordance with Form 5; provided, however, that the document to be delivered pursuant to the provisions of paragraph (3) must be provided in accordance with Form 6.

(Prohibited Acts in Door-to-Door Purchases)

Article 146 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 relating to 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 the provisions of 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 enter into a sales contract relating to a door-to-door purchase or deliver an article relating to a door-to-door purchase, by taking advantage of the impaired judgment of the person;
- (iii) an act of soliciting a contract that is found to be inappropriate in light of the customer's knowledge and experience;
- (iv) an act of having a person provide false matters concerning age, occupation or other matters in a document relating to the sales contract, when entering into a sales contract relating a door-to-door purchase;
- (v) 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 relating to a door-to-door purchase; and
- (vi) conducting any of the following acts in providing matters that should be included 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 that 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 matters by an electronic or magnetic means, for a customer or a counterparty to a sales contract who has expressed the intention not to receive provision of matters by an electronic or magnetic means;
 - (b) an act of misrepresenting matters 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 the provisions of Article 58-7, paragraph (1) of the Act, or Article 58-8, paragraph (1) or (2) of the Act (excluding the act stated 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 matters 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 matters to be provided by an electronic or magnetic means, by deception or other wrongful means; and
- (i) beyond what is stated in (a) through (h) above, an act of having a customer or a counterparty to a sales contract give consent or receive matters 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 buyer."

(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 operations 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 of Article 58-14, paragraph (1) of the Act must indicate the following matters:

- (i) the purchase price of the article;
- (ii) the fact that the offer for the sales contract may be withdrawn or the sales contract may be cancelled in writing or by an electronic or magnetic record until 8 days have passed from the date on which the relevant document is

- received, based on the provisions of the proviso to Article 58-14, paragraph (1) of the Act;
- (iii) matters concerning the provisions of Article 58-14, paragraphs (2) through (5) of the Act;
 - (iv) the fact that if the offer for the sales contract is withdrawn or the sales contract is cancelled, and an article has already been delivered, the buyer will promptly return the article to the offeror, etc.;
 - (v) the name, address, and telephone number of the buyer, and if the buyer is a corporation; the name of their representative;
 - (vi) the name of a person who was in charge of an offer for or entrance into the sales contract;
 - (vii) the date on which the sales contract has been offered or entered into;
 - (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 larger than those with a font size of 8 points specified in the Japanese Industrial Standards Z 8305.
- (3) When providing the matters in the document, the contents stated in paragraph (1), items (ii) through (iv) must be indicated in red letters within a red frame.
- (4) The document to be delivered pursuant to the provisions of the preceding three paragraphs must be provided in accordance with Form 7.
- (5) When a buyer delivers the document referred to in the proviso to Article 58-14, paragraph (1) of the Act to the offeror, etc., the buyer must inform the offeror, etc. of the details stated in paragraph (1), items (ii) through (iv) immediately after confirming that the offeror, etc. 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 if the counterparty to a sales contract will 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 matters:

- (i) the name and address of the person making the proposal;
- (ii) the circumstances of transactions relating to the proposal;
- (iii) purpose of the proposal; and
- (iv) any other matters for references.

(2) The written proposal submitted pursuant to the provisions of the preceding paragraph must be provided 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 remarks of the table of Article 40 of the Order is to be the following corporation etc. (meaning a corporation, etc. prescribed in that item; the same applies below 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; the same applies below 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 to it for which it is found that no effective controlling interest exists; the same applies below 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: and
 - (a) that the voting rights held by the corporation, etc. on its own account, and together with 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 operations 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 concerning 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 to it of the relevant other corporation, etc.;
- (c) that there exists a contract, etc. entered into 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 if 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.;
- (iii) if the voting rights held by a corporation, etc. on its own account, and together with 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 if the corporation, etc. does not hold the voting rights on its own account), the corporation, etc. that falls under any of the requirements stated 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 remarks 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 a subsidiary corporation, etc. (meaning a subsidiary corporation prescribed in item (i) of remarks of that table; the same applies below in this paragraph) of the corporation, etc.) is unable to exert any significant influence on decisions concerning 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 a subsidiary corporation, 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 to it for which it is found that the corporation, etc. is unable to exert any significant influence on decisions concerning financial and operational or business policies of the relevant other corporation, etc. other than a subsidiary corporation, etc.; the same applies below in this paragraph), the relevant other corporation, etc. other than the subsidiary corporation, etc.;

- (ii) if a corporation, etc. (including a subsidiary corporation, 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: and
 - (a) that a person who is an officer, member executing operations, 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 concerning 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 to it 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 concerning financial and operational or business policies of the relevant other corporation, etc. other than a subsidiary corporation, etc.;
- (iii) if the voting rights held by a corporation, etc. (including a subsidiary corporation, etc. of the corporation, etc.) on its own account, and together with 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 if 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 stated 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 on 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 on 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 on the date on which the Act Partially Amending 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 before 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 before the amendment.
- (3) Prior laws and regulations continue to govern the application of penal provisions to conduct that a person engages in before 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 on the date on which the Act Partially Amending 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 and regulations continue to govern the application of penal provisions to conduct that a person engages in before 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 on 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 on the date on which the Act Partially Amending 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 on 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 on 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 on 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 on 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 on 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 on 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 on 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 on November 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 (referred to below 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 entered into after the enforcement of this Ministerial Order (excluding those for which the offer has been received before the enforcement of this Ministerial Order); prior laws and regulations continue to govern an offer for a sales contract or a service contract that a seller or a service provider has received before the enforcement of this Ministerial Order or a sales contract or a service contract connected with the offer that is entered into after the enforcement of this Ministerial Order, or a sales contract or a service contract that has been entered into before 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 for multilevel marketing transactions relating to

multilevel marketing prescribed in Article 33, paragraph (1) of the Act on Specified Commercial Transactions (referred to below as a "multilevel marketing contract"), a specified continuous service contract prescribed in Article 41, paragraph (1), item (i) of that Act (simply referred to below as a "specified continuous service contract") or a sales contract for specified rights prescribed in item (ii) of that paragraph (simply referred to below as a "sales contract for specified rights"), or a contract for business opportunity sales transactions relating to business opportunity sales prescribed in Article 51, paragraph (1) of that Act (referred to below as a "business opportunity sales contract"), that has been entered into after the enforcement of this Ministerial Order; prior laws and regulations 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 entered into before 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 on 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 on 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 on the date on which the provisions stated in Article 1, item (ii) of the Supplementary Provisions of the Act Partially Amending 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 on the date on which the Act Partially Amending 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 on the date on which the Act Partially Amending 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 on the date on which the Act Partially Amending 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 on the date on which the Act Partially Amending the Unfair Competition Prevention Act 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 on the date on which the Act Partially Amending the Civil Code comes into effect (April 1, 2020).

(Transitional Measures)

Article 2 (1) The provisions of Articles 3 through 5 (excluding the part relating to item (ii) of the table of paragraph (1) of that Article), Articles 17 through 19 (excluding the part relating to item (ii) of the table of paragraph (1) of that Article), and Article 20 (excluding the part relating 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 (referred to below as the "new Regulations") apply to an offer for a sales contract or a service contract (referred to below as a "sales contract, etc.") that has been received by a seller or a service provider (referred to below as a "seller, etc.") after the enforcement of this Order, or a sales contract, etc. that has been entered into after the enforcement of this Order (excluding those for which the offer has been received before the enforcement of this Order); prior laws and regulations

continue to govern an offer for a sales contract, etc. that a seller, etc. has received before the enforcement of this Order or a sales contract, etc. relating to the offer that is entered into after the enforcement of this Order, or a sales contract, etc. that has been entered into before the enforcement of this Order.

- (2) The provisions of Article 45 of the new Regulations (limited to the part relating to item (i) of the table of paragraph (1)) apply to a contract for a business opportunity sales transaction relating to business opportunity sales prescribed in Article 51, paragraph (1) of the Act on Specified Commercial Transactions (referred to below as a "business opportunity sales contract") that has been entered into after the enforcement of this Order; prior laws and regulations continue to govern a business opportunity sales contract that has been entered into before 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 on 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 on the date on which the Act Partially Amending 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 on the date on which the provisions stated in Article 1, item (iii) of the Supplementary Provisions of the Act Partially Amending 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; referred to below 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 entered into on or after the effective date.

Article 4 The provisions of Articles 81 through 86 of the new Ministerial Order apply to a contract for multilevel marketing transactions 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 entered into 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 that paragraph that is entered into 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 entered into 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 buyer 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 entered into 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)