

特定商取引に関する法律施行規則 Regulation for Enforcement of the Act on Specified Commercial Transactions

(昭和五十一年十一月二十四日通商産業省令第八十九号)
(Order of the Ministry of International Trade and Industry No. 89 of November
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第一章 訪問販売、通信販売及び電話勧誘販売

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

第一節 定義

Section 1 Definitions

(営業所等)

(Places of Business)

第一条 特定商取引に関する法律（以下「法」という。）第二条第一項第一号の主務省令で定める場所は、第一号から第四号まで及び第六号に掲げるものとし、法第五十八条の四において定める場所は第一号から第三号まで、第五号及び第六号に掲げるものとする。

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):

一 営業所

(i) a business office;

二 代理店

(ii) an agency;

三 露店、屋台店その他これらに類する店

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

四 前三号に掲げるもののほか、一定の期間にわたり、商品を陳列し、当該商品を販売する場所であつて、店舗に類するもの

(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;

五 第一号から第三号までに掲げるもののほか、一定の期間にわたり、購入する物品の種類を掲示し、当該種類の物品を購入する場所であつて、店舗に類するもの

(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;

六 自動販売機その他の設備であつて、当該設備により売買契約又は役務提供契約の締結が行われるものが設置されている場所

(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.

(郵便等)

(Postal Mail)

第二条 法第二条第二項の主務省令で定める方法は、次の各号に掲げるものとする。

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:

一 郵便又は民間事業者による信書の送達に関する法律（平成十四年法律第九十九号）第二条第六項に規定する一般信書便事業者若しくは同条第九項に規定する特定

信書便事業者による同条第二項に規定する信書便

(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;

二 電話機、ファクシミリ装置その他の通信機器又は情報処理の用に供する機器を利用する方法

(ii) a means of using a telephone, a facsimile, or other communications equipment, or equipment for data processing;

三 電報

(iii) telegraph; and

四 預金又は貯金の口座に対する払込み

(iv) payment made to a deposit or savings account.

(誘引方法に係る電磁的方法)

(Electronic or Magnetic Means Relating to Means of Inducement)

第三条 特定商取引に関する法律施行令（昭和五十一年政令第二百九十五号。以下「令」という。）第一条第一号及び第二号、第二条第一号及び第二号、第五条並びに第十九条の電磁的方法は次に掲げるものとする。

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:

一 電話番号を送受信のために用いて電磁的記録を相手方の使用に係る携帯して使用する通信端末機器に送信する方法（他人に委託して行う場合を含む。）

(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);

二 電子メールを送信する方法（他人に委託して行う場合を含む。）

(ii) a means of sending email (including if the activity is entrusted to another person); and

三 前各号に規定するもののほか、その受信をする者を特定して情報を伝達するために用いられる電気通信（電気通信事業法（昭和五十九年法律第八十六号）第二条第一号に規定する電気通信をいう。）を送信する方法（他人に委託して行う場合を含む。）

(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).

(電磁的記録)

(Electronic or Magnetic Records)

第四条 令第二条第一号の主務省令で定める電磁的記録は、HTML（送信可能化（著作権法（昭和四十五年法律第四十八号）第二条第一項第九号の五に規定する送信可能化をいう。以下この条において同じ。）された情報を電子計算機による閲覧の用に供するに当たり、当該情報の表示の配列その他の態様を示すとともに、当該情報以外の情報で送信可能化されたものの送信の求めを簡易に行えるようにするための電磁的記録を作成するために用いられる文字その他の記号及びその体系であつて、国際的な標準となつているものをいう。）その他の記号及びその体系で作成された電磁的記録で送信可能化されたものであつて、インターネットを利用した閲覧の際に、一の送信元識別符号（同法第四十七条の五第一項第一号に規定する送信元識別符号をいう。）によつて特定された一のページとして電子計算機の映像面に表示されることとなるものをいう。

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).

第二節 訪問販売

Section 2 Door-to-Door Sales

(訪問販売における書面の交付等)

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

第五条 法第四条第一項第六号の主務省令で定める事項は、次のとおりとする。

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:

- 一 販売業者又は役務提供事業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名
(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;
- 二 売買契約又は役務提供契約の申込み又は締結を担当した者の氏名
(ii) the name of a person who has been in charge of an offer or entrance into the sales contract or the service contract;
- 三 売買契約又は役務提供契約の申込み又は締結の年月日
(iii) the date on which the sales contract or the service contract has been offered or entered into;
- 四 商品名及び商品の商標又は製造者名
(iv) the name of the goods and the trademark or the name of the manufacturer of the goods;
- 五 商品に型式があるときは、当該型式
(v) the model number of the goods, if any;
- 六 商品の数量
(vi) quantity of the goods;
- 七 引き渡された商品が種類又は品質に関して契約の内容に適合しない場合の販売業者の責任についての定めがあるときは、その内容
(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;
- 八 契約の解除に関する定めがあるときは、その内容
(viii) if there are provisions for cancellation of the contract, the details of the provisions; and
- 九 前二号に掲げるもののほか特約があるときは、その内容
(ix) beyond what is stated in the preceding two items, if there are any special provisions; the details of the special provisions.

第六条 法第四条第一項又は法第五条第一項若しくは第二項の規定により交付する書面（以下この条において「書面」という。）は、次の表の上欄に掲げる事項について、それぞれ同表の下欄の基準に合致したものでなければならない。

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.

事項 Matters	基準 StandardsRequirements
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一 引き渡された商品が種類又は品式に関して契約の内容に適合しない場合の責任に関する事項 (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	引き渡された商品が種類又は品質に関して契約の内容に適合しない場合に販売業者がその不適合について責任を負わない旨が定められていないこと。 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.
二 契約の解除に関する事項 (ii) matters concerning cancellation of the contract	イ 購入者又は役務の提供を受ける者からの契約の解除ができない旨が定められていないこと。 (a) that none of the provisions prohibit the purchaser or the service recipient from canceling the contract. ロ 販売業者又は役務提供事業者の責めに帰すべき事由により契約が解除された場合における販売業者又は役務提供事業者の義務に関し、民法（明治二十九年法律第八十九号）に規定するものより購入者又は役務の提供を受ける者に不利な内容が定められていないこと。 (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.
三 その他の特約に関する事項 (iii) matters concerning other special provisions	法令に違反する特約が定められていないこと。 that no No special provisions are prescribed in violation of laws and regulations.

2 書面には書面の内容を十分に読むべき旨を赤枠の中に赤字で記載しなければならない。

(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 書面には日本産業規格Z八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(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.

第七条 法第四条第一項又は法第五条第一項若しくは第二項の規定により交付する書面に記載する法第四条第一項第五号に掲げる事項については、次項、第三項及び第五項に規定する場合を除き、次の表の上欄に掲げる区分に応じ、それぞれ同表の下欄に掲げる内容を記載しなければならない。

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).

一 商品の売買契約の申込みの撤回又はその売買契約の解除に関する事項 (i) matters Matters concerning withdrawal of the offer for or cancellation of a sales contract for goods	イ 法第五条第一項又は第二項の書面を受領した日（その日前に法第四条第一項の書面を受領した場合にあつては、その書面を受領した日）から起算して八日を経過するまでは、申込者等（法第九条第一項の申込者等をいう。以下この条及び第二十二条において同じ。）は、書面又は電磁的記録により商品の売買契約の申込みの撤回又はその売買契約の解除を行うことができること。 (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).
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ロ イに記載した事項にかかわらず、申込者等が、販売業者が法第六条第一項の規定に違反して商品の売買契約の申込みの撤回又はその売買契約の解除に関する事項につき不実のことを告げる行為をしたことにより誤認をし、又は販売業者が同条第三項の規定に違反して威迫したことにより困惑し、これらによつて当該契約の申込みの撤回又は契約の解除を行わなかつた場合には、当該販売業者が交付した法第九条第一項ただし書の書面を当該申込者等が受領した日から起算して八日を経過するまでは、当該申込者等は、書面又は電磁的記録により当該契約の申込みの撤回又は契約の解除を行うことができること。

(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.

ハ イ又はロの契約の申込みの撤回又は契約の解除は、申込者等が、当該契約の申込みの撤回又は契約の解除に係る書面又は電磁的記録による通知を発した時に、その効力を生ずること。

(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.

ニ イ又はロの契約の申込みの撤回又は契約の解除があつた場合においては、販売業者は、申込者等に対し、その契約の申込みの撤回又は契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。

(d) that ifwhen 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.

ホ イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、その売買契約に係る商品の引渡しが既にされているときは、その引取りに要する費用は販売業者の負担とすること。

(e) that ifwhen 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.

ヘ イ又はロの契約の申込みの撤回又は契約の解除があつた場合には、既に当該売買契約に基づき引き渡された商品が使用されたときにおいても、当該販売業者は、申込者等に対し、当該商品の使用により得られた利益に相当する金銭の支払を請求することができないこと。

(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.

ト イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、商品の代金が支払われているときは、販売業者は、申込者等に対し、速やかに、その全額を返還すること。

(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.

二 権利の売買契約の申込みの撤回又はその売買契約の解除に関する事項 (ii) matters Concerning withdrawal of the offer for or cancellation of a sales contract for rights	イ 法第五条第一項又は第二項の書面を受領した日（その日前に法第四条第一項の書面を受領した場合にあつては、その書面を受領した日）から起算して八日を経過するまでは、申込者等は、書面又は電磁的記録により権利の売買契約の申込みの撤回又はその売買契約の解除を行うことができること。 (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).
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ロ イに記載した事項にかかわらず、申込者等が、販売業者が法第六条第一項の規定に違反して権利の売買契約の申込みの撤回又はその売買契約の解除に関する事項につき不実のことを告げる行為をしたことにより誤認をし、又は販売業者が同条第三項の規定に違反して威迫したことにより困惑し、これらによつて当該契約の申込みの撤回又は契約の解除を行わなかつた場合には、当該販売業者が交付した法第九条第一項第一号ただし書の書面を当該申込者等が受領した日から起算して八日を経過するまでは、当該申込者等は、書面又は電磁的記録により当該契約の申込みの撤回又は契約の解除を行うことができること。

(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.

ハ イ又はロの契約の申込みの撤回又は契約の解除は、申込者等が、当該契約の申込みの撤回又は契約の解除に係る書面又は電磁的記録による通知を発した時に、その効力を生ずること。

(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.

ニ イ又はロの契約の申込みの撤回又は契約の解除があつた場合においては、販売業者は、申込者等に対し、その契約の申込みの撤回又は契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。

(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.

ホ イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、その売買契約に係る権利の移転が既にされているときは、その返還に要する費用は販売業者の負担とすること。

(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.

ヘ イ又はロの契約の申込みの撤回又は契約の解除があつた場合には、既に権利の行使により施設が利用され又は役務が提供されたときにおいても、当該販売業者は、申込者等に対し、当該権利の行使により得られた利益に相当する金銭の支払を請求することができないこと。

(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.

ト イ又はロの契約の申込みの撤回又は契約の解除を行つた場合において、当該権利に係る役務の提供に伴い申込者等の土地又は建物その他の工作物の現状が変更されたときは、当該申込者等は、当該販売業者に対し、その現状回復に必要な措置を無償で講ずることを請求することができること。

(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.

	チ イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、権利の代金が支払われているときは、販売業者は、申込者等に対し、速やかに、その全額を返還すること。 (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.
三 役務提供契約の申込みの撤回又は役務提供契約の解除に関する事項 (iii) matters Concerning withdrawal of offer for or cancellation of a service contract	イ 法第五条第一項又は第二項の書面を受領した日（その日前に法第四条第一項の書面を受領した場合にあつては、その書面を受領した日）から起算して八日を経過するまでは、申込者等は、書面又は電磁的記録により役務提供契約の申込みの撤回又は役務提供契約の解除を行うことができること。 (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).

ロ イに記載した事項にかかわらず、申込者等が、役務提供事業者が法第六条第一項の規定に違反して役務提供契約の申込みの撤回又は役務提供契約の解除に関する事項につき不実のことを告げる行為をしたことにより誤認をし、又は役務提供事業者が同条第三項の規定に違反して威迫したことにより困惑し、これらによつて当該契約の申込みの撤回又は契約の解除を行わなかつた場合には、当該役務提供事業者が交付した法第九条第一項ただし書の書面を当該申込者等が受領した日から起算して八日を経過するまでは、当該申込者等は、書面又は電磁的記録により当該契約の申込みの撤回又は契約の解除を行うことができること。

(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 matters information concerning withdrawal of the offer for or cancellation of the service contract in violation of the provision of Article 6, paragraph (1) of the Act, or due to being disturbed by the service provider's act of intimidating the offeror, 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.

ハ イ又はロの契約の申込みの撤回又は契約の解除は、申込者等が、当該契約の申込みの撤回又は契約の解除に係る書面又は電磁的記録を発した時に、その効力を生ずること。

(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.

ニ イ又はロの契約の申込みの撤回又は契約の解除があつた場合においては、役務提供事業者は、申込者等に対し、その契約の申込みの撤回又は契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。

(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.

ホ イ又はロの契約の申込みの撤回又は契約の解除があつた場合には、既に当該役務提供契約に基づき役務が提供されたときにおいても、役務提供事業者は、申込者等に対し、当該役務提供契約に係る役務の対価その他の金銭の支払を請求することができないこと。

(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.

	ヘ イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、当該役務提供契約に関連して金銭を受領しているときは、役務提供事業者は、申込者等に対し、速やかに、その全額を返還すること。 (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. ト イ又はロの契約の申込みの撤回又は契約の解除を行つた場合において、当該役務提供契約に係る役務の提供に伴い申込者等の土地又は建物その他の工作物の現状が変更されたときは、当該申込者等は、当該役務提供事業者に対し、その原状回復に必要な措置を無償で講ずることを請求することができること。 (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 当該売買契約又は役務提供契約に係る商品または役務の提供が法第二十六条第四項第一号の政令で定める商品又は役務の提供に該当する場合において、その売買契約又は役務提供契約の申込みの撤回又はその売買契約又は役務提供契約の解除を行うことができないこととするときは、前項の書面には、次の各号に掲げる内容を記載しなければならない。

(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:

一 商品又は役務の名称その他当該商品又は役務を特定し得る事項

(i) the name of the goods or the services, and matters that can identify the goods or the services; and

二 当該商品又は役務については契約の申込みの撤回又は契約の解除を行うことができないこと。

(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 当該役務提供契約に係る役務の提供が法第二十六条第四項第二号の政令で定める役務の提供に該当する場合において、その役務提供契約の申込みの撤回又はその役務提供契約の解除を行うことができないこととするときは、第一項の書面には、次の各号に掲げる内容を記載しなければならない。

(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:

一 役務の名称その他当該役務を特定し得る事項

(i) the name of the services, and matters that can identify the services; and

二 当該役務については契約の申込みの撤回又は契約の解除を行うことができないこと。

(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 当該売買契約に係る商品が法第二十六条第五項第一号の政令で定める商品に該当する場合において、当該商品を使用し又はその全部若しくは一部を消費したときはその売買契約の申込みの撤回又はその売買契約の解除を行うことができないこととするときは、第一項の書面には、同項の表第一号の下欄に掲げる内容のほか、次の各号に掲げる内容を記載しなければならない。

(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:

一 商品の名称その他当該商品を特定し得る事項

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

二 当該商品を使用し又はその全部若しくは一部を消費したとき（当該販売業者が当

該申込者等に当該商品を使用させ、又はその全部若しくは一部を消費させた場合を除く。)は契約の申込みの撤回又は契約の解除を行うことができないこと。

(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 法第五条第二項に規定する場合であつて、当該売買契約に係る商品若しくは特定権利の代金又は当該役務提供契約に係る役務の対価の総額が法第二十六条第五項第三号の政令で定める金額に満たない場合において、その売買契約若しくは役務提供契約の申込みの撤回又はその売買契約若しくは役務提供契約の解除を行うことができないこととするときは、第一項の書面には、その契約の申込みの撤回又は契約の解除を行うことができない旨を記載しなければならない。

(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 前各項に掲げる事項は赤字の中に赤字で記載しなければならない。

(6) The matters stated in the preceding paragraphs must indicate in red letters within the red frame.

(法第四条第一項の規定により交付しなければならない書面の交付に係る電磁的方法)

(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)

第八条 法第四条第二項の主務省令で定める方法は、次に掲げるものとする。

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:

一 電子情報処理組織（販売業者又は役務提供事業者の使用に係る電子計算機と申込みをした者の使用に係る電子計算機とを電気通信回線で接続した電子情報処理組織をいう。第十一条において同じ。）を使用する方法のうちイ又はロに掲げるもの

(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

イ 販売業者又は役務提供事業者の使用に係る電子計算機と申込みをした者の使用

に係る電子計算機とを接続する電気通信回線を通じて送信し、当該申込みをした者の使用に係る電子計算機に備えられたファイルに記録する方法

- (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

ロ 販売業者又は役務提供事業者の使用に係る電子計算機に備えられたファイルに記録された書面に記載すべき事項を電気通信回線を通じて申込みをした者の閲覧に供し、当該申込みをした者の使用に係る電子計算機に備えられたファイルに当該事項を記録する方法

- (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;

二 電磁的記録媒体（電子的方式、磁気的方式その他人の知覚によつては認識することができない方式で作られる記録であつて、電子計算機による情報処理の用に供されるものに係る記録媒体をいう。以下同じ。）をもつて調製するファイルに書面に記載すべき事項を記録したものを交付する方法

- (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 前項に掲げる方法は、次に掲げる基準に適合するものでなければならない。

(2) The means stated in the preceding paragraph must conform to the following standards:

一 申込みをした者がファイルへの記録を出力することにより書面を作成できるものであること。

- (i) the means which enables a person who made an offer to prepare a document by outputting what has been recorded in a file;

二 ファイルに記録された書面に記載すべき事項について、改変が行われていないかどうかを確認することができる措置が講じられていること。

- (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

三 前項第一号ロに掲げる方法にあつては、ファイルに記録された書面に記載すべき事項を販売業者又は役務提供事業者の使用に係る電子計算機に備えられたファイルに記録する旨又は記録した旨を申込みをした者に対し通知するものであること。

- (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 販売業者又は役務提供事業者は、第一項に掲げる方法により法第四条第一項の規定による書面の交付に代えて当該書面に記載すべき事項を提供するときは、申込みをした者が当該事項を明瞭に読むことができるように表示しなければならない。

- (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.

(法第四条第一項の規定により交付しなければならない書面の交付に係る電磁的方法の種類及び内容)

(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)

第九条 令第四条第一項の規定により示すべき電磁的方法の種類及び内容は、次に掲げるものとする。

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:

- 一 前条第一項に掲げる方法のうち、販売業者又は役務提供事業者が使用するもの
(i) a means stated in paragraph (1) of the preceding Article that is used by a seller or a service provider; and
- 二 ファイルへの記録の方式
(ii) the format for recording matters into a file.

(法第四条第二項の規定による承諾の取得に当たつての説明及び確認等)

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

第十条 販売業者又は役務提供事業者は、前条に掲げる事項を示すときは、申込みをした者に対し、次に掲げる事項を説明しなければならない。

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:

- 一 申込みをした者がこの項の説明及び第三項の確認を受けた上で、法第四条第二項の規定による承諾をしなければ、同条第一項の書面が交付されること。
(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;

二 法第四条第二項の規定による電磁的方法により提供される事項は、同条第一項の書面に記載すべき事項であり、かつ、申込みをした者にとって重要なものであること。

(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;

三 法第四条第一項の書面に記載すべき事項を同条第二項の規定による電磁的方法（第八条第一項第一号に掲げる方法に限る。）により提供する場合においては、申込みをした者の使用に係る電子計算機に備えられたファイルへの記録がされた時に当該申込みをした者に到達したものとみなされ、かつ、当該記録がされた日から起算して八日を経過した場合においては、法第九条第一項の規定による申込みの撤回等ができなくなること。

(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

四 法第四条第二項の規定による電磁的方法により提供される事項を閲覧するために必要な電子計算機（その映像面の最大径をセンチメートル単位で表した数値を二・五四で除して小数点以下を四捨五入した数値が五以上であるものに限る。以下この条において同じ。）を日常的に使用し、かつ、当該提供を受けるために電子計算機を自ら操作（当該提供が完結するまでの操作をいう。第三項第一号において同じ。）することができる申込みをした者に限り、法第四条第二項の規定による電磁的方法による提供を受けることができること。

(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 販売業者又は役務提供事業者は、前項の説明をするときは、申込みをした者が理解できるように平易な表現を用いなければならない。
- (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 販売業者又は役務提供事業者は、第一項の説明をした上で、次に掲げる事項を確認しなければならない。
- (3) After giving the explanation referred to paragraph (1), a seller or a service provider must confirm the following matters:
- 一 申込みをした者が電子メールの送受信その他の法第四条第二項の規定による電磁的方法により提供される事項を閲覧するために必要な操作を自ら行うことができ、かつ、当該閲覧のために必要な電子計算機及び電子メールアドレス（電子メールにより提供される場合に限る。）を日常的に使用していること。
 - (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;
 - 二 申込みをした者が閲覧のために必要な電子計算機に係るサイバーセキュリティ（サイバーセキュリティ基本法（平成二十六年法律第百四号）第二条に規定するサイバーセキュリティをいう。以下同じ。）を確保していること。
 - (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
 - 三 申込みをした者が法第四条第二項の規定による電磁的方法により提供される事項を当該申込みをした者があらかじめ指定する者に対しても電子メールにより送信することを求める意思の有無及び当該送信を求める場合においては、当該者の電子メールアドレス
 - (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 販売業者又は役務提供事業者は、前項の確認をするときは、申込みをした者が日常的に使用する電子計算機を自ら操作し、当該販売業者又は役務提供事業者の令第二条第一号に規定するウェブページ等を利用する方法により行わなければならない。

- (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 販売業者又は役務提供事業者は、申込みをした者が令第四条第一項の書面等に当該申込みをした者の氏名及び第一項の説明の内容を理解した旨を記入することにより、法第四条第二項の規定による承諾を得るものとする。この場合において、販売業者又は役務提供事業者は、記号の記入その他の当該申込みをした者の当該承諾に係る認識が明らかにならない方法を用いてはならない。
- (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 販売業者又は役務提供事業者は、申込みをした者が第三項第三号の規定により電子メールの送信を求める場合においては、当該申込みをした者があらかじめ指定する者に対し、法第四条第二項の規定による電磁的方法による提供と同時に送信しなければならない。
- (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 販売業者又は役務提供事業者は、第一項の説明及び第三項の確認をした上で、法第四条第二項の規定による承諾を得たときは、申込みをした者に対し、同項の規定による電磁的方法による提供を行うまでに、当該承諾を得たことを証する書面（当該承諾を書面によつて得た場合においては、当該書面の写しを含む。）を交付しなければならない。
- (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.

(法第四条第一項の規定により交付しなければならない書面の交付に係る情報通信の技術を利用した承諾の取得)

(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)

第十一条 令第四条第一項の主務省令で定める方法は、次に掲げるものとする。

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:

一 電子情報処理組織を使用する方法のうちイ又はロに掲げるもの

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

イ 申込みをした者の使用に係る電子計算機から電気通信回線を通じて販売業者又は役務提供事業者の使用に係る電子計算機に令第四条第一項の承諾又は同条第二項の申出（以下この項において「承諾等」という。）をする旨を送信し、当該電子計算機に備えられたファイルに記録する方法

(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

ロ 販売業者又は役務提供事業者の使用に係る電子計算機に備えられたファイルに記録された第九条に掲げる電磁的方法の種類及び内容を電気通信回線を通じて申込みをした者の閲覧に供し、当該電子計算機に備えられたファイルに承諾等をする旨を記録する方法

(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;

二 電磁的記録媒体をもつて調製するファイルに承諾等をする旨を記録したものを交付する方法

(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 前項に掲げる方法は、販売業者又は役務提供事業者がファイルへの記録を出力することにより書面を作成できるものでなければならない。

(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.

(令第四条第三項の規定による確認)

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

第十二条 令第四条第三項の規定による確認は、電話、電子情報処理組織を使用する方法その他の方法で申込みをした者の使用に係る電子計算機に備えられたファイルに記録され、かつ、当該申込みをした者が閲覧することができる状態に置かれたことを確認することにより行うものとする。

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.

(法第四条第三項の主務省令で定める方法)

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

第十三条 法第四条第三項の主務省令で定める方法は、第八条第一項第二号に掲げる方法とする。

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).

(訪問販売における契約締結時交付書面の記載事項)

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

第十四条 法第五条第二項の主務省令で定める事項は、次のとおりとする。

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

一 販売業者又は役務提供事業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(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;

二 売買契約又は役務提供契約の締結を担当した者の氏名

(ii) the name of a person who has been in charge of the entrance into the sales contract or the service contract;

三 売買契約又は役務提供契約の締結の年月日

(iii) the date on which the sales contract or the service contract has been entered into;

四 商品名及び商品の商標又は製造者名

(iv) the name of the goods and the trademark or the name of the manufacturer of the goods;

五 商品に型式があるときは、当該型式

(v) the model number of the goods, if any;

六 商品の数量

(vi) quantity of the goods;

七 引き渡された商品が種類又は品質に関して契約の内容に適合しない場合の販売業者の責任についての定めがあるときは、その内容

(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;

八 契約の解除に関する定めがあるときは、その内容

(viii) if there are provisions for cancellation of the contract, the details of the provisions; and

九 前二号に掲げるもののほか特約があるときは、その内容

(ix) beyond what is stated in the preceding two items, if there are any special provisions, the details of the special provisions.

(法第五条第三項において準用する法第四条第二項及び第三項に係る規定の準用)

(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)

第十五条 第八条から第十三条までの規定は、法第五条第三項において法第四条第二項及び第三項の規定を準用する場合について準用する。この場合において、「同条第一項」とあり、及び「法第四条第一項」とあるのは「法第五条第一項又は第二項」と、「申込みをした者」とあるのは「購入者又は役務の提供を受ける者」と読み替えるものとする。

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."

(訪問販売における重要事項)

(Important Matters in Door-to-Door Sales)

第十六条 法第六条第一項第一号の主務省令で定める事項は、次の各号に掲げるものとする。

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:

一 商品の効能

(i) the efficacy of the goods;

二 商品の商標又は製造者名

(ii) the trademark or the name of the manufacturer of the goods;

三 商品の販売数量

(iii) quantity of goods sold;

四 商品の必要数量

(iv) quantity of goods required; and

五 役務又は権利に係る役務の効果

(v) the effects of the services relating to the services or rights.

(顧客の財産の状況に照らし不相当と認められる行為)

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

第十七条 法第七条第一項第四号の主務省令で定める行為は、次の各号に掲げるものとする。

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:

一 正当な理由がないのに訪問販売に係る売買契約又は役務提供契約の締結について、当該売買契約又は役務提供契約に基づく債務を履行することにより顧客にとって当該売買契約に係る商品若しくは特定権利（法第二条第四項第一号に掲げるものに限る。以下この号及び次号において同じ。）と同種の商品若しくは特定権利の分量がその日常生活において通常必要とされる分量を著しく超えることとなること又は当該役務提供契約に係る役務と同種の役務の提供を受ける回数若しくは期間若しくはその分量がその日常生活において通常必要とされる回数、期間若しくは分量を著しく超えることとなることを知りながら勧誘すること。

(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

二 正当な理由がないのに訪問販売に係る売買契約又は役務提供契約の締結について、当該売買契約に係る商品若しくは特定権利と同種の商品若しくは特定権利の分量がその日常生活において通常必要とされる分量を既に著しく超えていること又は当該役務提供契約に係る役務と同種の役務の提供を受ける回数若しくは期間若しくはその分量がその日常生活において通常必要とされる回数、期間若しくは分量を既に著しく超えていることを知りながら勧誘すること。

(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.

(訪問販売における禁止行為)

(Prohibited Acts in Door-to-Door Sales)

第十八条 法第七条第一項第五号の主務省令で定める行為は、次に掲げるものとする。

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:

一 訪問販売に係る売買契約若しくは役務提供契約の締結について迷惑を覚えさせるような仕方で勧誘をし、又は訪問販売に係る売買契約若しくは役務提供契約の申込みの撤回若しくは解除について迷惑を覚えさせるような仕方でこれを妨げること。

(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;

二 若年者、高齢者その他の者の判断力の不足に乘じ、訪問販売に係る売買契約又は役務提供契約を締結させること。

(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;

三 顧客の知識、経験及び財産の状況に照らして不相当と認められる勧誘を行うこと（法第七条第一項第四号に定めるものを除く。）。

(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);

四 訪問販売に係る売買契約又は役務提供契約を締結するに際し、当該契約に係る書面に年齢、職業その他の事項について虚/偽の記載をさせること。

(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;

五 訪問販売に係る売買契約又は役務提供契約を締結するに際し、次に掲げる書面であつて、購入者又は役務の提供を受ける者（以下この号において「購入者等」という。）が生命保険に関する契約又は生命共済に関する契約（以下「生命保険契約等」という。）の被保険者又は被共済者（以下「被保険者等」という。）となることに同意する旨記載されているもの（当該生命保険契約等についての同意に関する事項が赤字の中に日本産業規格 Z 8305 に規定する八ポイント以上の大きさの赤字で記載されており、かつ当該売買契約又は役務提供契約に関する署名又は押印とは別に当該生命保険契約等に関する署名及び押印をする欄が設けられているものを除く。）に、当該購入者等の署名又は押印をさせること。

(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);

イ 法第四条第一項又は法第五条第一項若しくは第二項の規定により交付する書面

(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

ロ 第三者が販売業者又は役務提供事業者に当該売買契約に係る商品若しくは権利の代金若しくは当該役務提供契約に係る役務の対価（以下「代金等」という。）を交付することを条件として購入者等が当該第三者に当該代金等に相当する額を支払う旨を記載した書面又は購入者等が代金等の全部若しくは一部に充てるための金銭を借り入れる旨を記載した書面

(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.")

六 訪問販売に係る売買契約又は役務提供契約の相手方に当該契約に基づく債務を履

行させるため、次に掲げる行為を行うこと。

(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:

イ 当該訪問販売に係る売買契約又は役務提供契約の相手方の年収、預貯金又は借入れの状況その他の支払能力に関する事項について虚偽の申告をさせること。

(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;

ロ 当該訪問販売に係る売買契約又は役務提供契約の相手方の意に反して貸金業者の営業所、銀行の支店その他これらに類する場所に連行すること。

(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

ハ 当該訪問販売に係る売買契約又は役務提供契約の相手方に割賦販売法（昭和三十六年法律第百五十九号）第三十五条の三の三第一項に規定する個別信用購入あつせん関係受領契約若しくは金銭の借入れに係る契約を締結させ、又は預貯金を引き出させるため、迷惑を覚えさせるような仕方でこれを勧誘すること。

(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;

七 訪問販売に係る売買契約又は役務提供契約の締結について勧誘をするため、道路その他の公共の場所において、顧客の進路に立ちふさがり、又は顧客につきまとうこと。

(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;

八 法第二十六条第五項第一号の政令で定める商品の売買契約の解除を妨げるため、当該売買契約を締結した際、購入者に当該商品を使用させ又はその全部若しくは一部を消費させること。

(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

九 法第四条第二項（法第五条第三項において準用する場合を含む。）の規定により法第四条第一項の規定により交付する書面（法第五条第三項において準用する場合

にあつては、同条第一項又は第二項の規定により交付する書面）に記載すべき事項を電磁的方法により提供するに際し、次に掲げる行為を行うこと。

(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):

イ 電磁的方法による提供を希望しない旨の意思を表示した顧客又は購入者若しくは役務の提供を受ける者に対し、電磁的方法による提供に係る手続を進める行為

(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;

ロ 顧客又は購入者若しくは役務の提供を受ける者の判断に影響を及ぼすこととなるものにつき、不実のことを告げる行為（法第六条第一項に規定する行為を除く。）

(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);

ハ 威迫して困惑させる行為（法第六条第三項に規定する行為を除く。）

(c) an act of using intimidation to overwhelm a person (excluding the acts prescribed in Article 6, paragraph (3) of the Act);

ニ 財産上の利益を供与する行為

(d) an act of giving an economic advantage;

ホ 法第四条第一項又は法第五条第一項若しくは第二項の規定による書面の交付につき、費用の徴収その他財産上の不利益を与える行為（ニに掲げる行為を除く。）

(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));

ヘ 第十条第三項の確認に際し、偽りその他不正の手段により顧客又は購入者若しくは役務の提供を受ける者に不当な影響を与える行為

(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);

ト 第十条第三項の確認をせず、又は確認ができない顧客又は購入者若しくは役務の提供を受ける者に対し電磁的方法による提供をする行為

(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;

チ 偽りその他不正の手段により顧客又は購入者若しくは役務の提供を受ける者の承諾を代行し、又は電磁的方法により提供される事項の受領を代行する行為

(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

リ イからチまでに掲げるもののほか、顧客又は購入者若しくは役務の提供を受ける者の意に反して承諾させ、又は電磁的方法により提供される事項を受領させる行為

(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.

(業務を統括する者に準ずる者)

(Person Who Is Equivalent to a Person Orchestrating the Operations)

第十九条 令第六条第一号又は第二号の主務省令で定める者は、部長、次長、課長その他いかなる名称を有する者であるかを問わず、これらの号に規定する業務を統括する者の職務を日常的に代行する地位にある者その他の実質的に当該職務を代行する者とする。

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.

(令第七条の主務省令で定めるもの)

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

第二十条 令第七条の当該他の法人として主務省令で定めるものは、次に掲げるものとする。

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:

一 販売業者又は役務提供事業者が個人である場合においては、次に掲げる法人

(i) If a seller or service provider is an individual, the following corporation:

イ 当該販売業者若しくは役務提供事業者又はその使用人（令第七条の使用人をい

う。以下この項において同じ。) が代表権を有する役員である法人

- (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;

ロ 当該販売業者若しくは役務提供事業者又はその使用人がその総株主（株主総会において決議をすることができる事項の全部につき議決権を行使することができない株主を除く。以下この項において同じ。）又は総社員の議決権の百分の二十以上百分の五十以下の議決権を保有する会社その他の法人（外国におけるこれらに相当するものを含む。以下この条において「会社等」という。）

- (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

ハ 当該販売業者若しくは役務提供事業者又はその使用人がその総株主又は総社員の議決権の百分の五十を超える議決権を保有する会社等（当該会社等の子会社等及び関連会社等を含む。）

- (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.);

二 販売業者又は役務提供事業者が法人である場合においては、次に掲げる法人

- (ii) If a seller or service provider is a corporation, the following corporation: and

イ 当該販売業者又は役務提供事業者の子会社等、当該販売業者又は役務提供事業者を子会社等とする親会社等、当該販売業者又は役務提供事業者を子会社等とする親会社等の子会社等（当該販売業者又は役務提供事業者、当該販売業者又は役務提供事業者の子会社等及び当該販売業者又は役務提供事業者を子会社等とする親会社等を除く。）及び当該販売業者又は役務提供事業者の関連会社等

- (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;

ロ 当該販売業者又は役務提供事業者の役員（令第七条の役員をいう。ハ及びニにおいて同じ。）又はその使用人が代表権を有する役員である法人

- (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;
- ハ 当該販売業者又は役務提供事業者の役員又はその使用人がその総株主又は総社員の議決権の百分の二十以上百分の五十以下の議決権を保有する会社等
- (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
- ニ 当該販売業者又は役務提供事業者の役員又はその使用人がその総株主又は総社員の議決権の百分の五十を超える議決権を保有する会社等（当該会社等の子会社等及び関連会社等を含む。）
- (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.);
- 三 前二号に掲げるもののほか、販売業者又は役務提供事業者の業務の一部又は当該業務に関連する事業を行っている法人であつて、当該販売業者又は役務提供事業者が出資、人事、資金、技術、取引等の関係を通じて、当該法人の財務及び営業又は事業の方針の決定を支配しているもの又は当該方針の決定に対して重要な影響を与えることができるもの
- (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 前項第二号イに規定する「親会社等」とは、他の会社等の財務及び営業又は事業の方針を決定する機関（株主総会その他これに準ずる機関をいう。以下この項において「意思決定機関」という。）を支配している会社等として次に掲げるもの（財務上又は営業上若しくは事業上の関係からみて他の会社等の意思決定機関を支配していないことが明らかであると認められるものを除く。）をいい、前項及び次項に規定する「子会社等」とは、親会社等によりその意思決定機関を支配されている他の会社等をいう。この場合において、親会社等及び子会社等又は子会社等が他の会社等の意思決定機関を支配している場合における当該他の会社等は、その親会社等の子会社等とみなす。
- (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.:

一 他の会社等（破産手続開始の決定、再生手続開始の決定又は更生手続開始の決定を受けた他の会社等その他これらに準ずる他の会社等であつて、有効な支配従属関係が存在しないと認められるものを除く。以下この項において同じ。）の議決権の過半数を自己の計算において所有している会社等

(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);

二 他の会社等の議決権の百分の四十以上、百分の五十以下を自己の計算において所有している会社等であつて、次に掲げるいずれかの要件に該当するもの

(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

イ 当該会社等が自己の計算において所有している議決権と当該会社等と出資、人事、資金、技術、取引等において緊密な関係があることにより当該会社等の意思と同一の内容の議決権を行使すると認められる者及び当該会社等の意思と同一の内容の議決権を行使することに同意している者が所有している議決権とを合わせて、当該他の会社等の議決権の過半数を占めていること。

(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.;

ロ 当該会社等の役員（取締役、執行役、会計参与（会計参与が法人であるときは、その職務を行うべき社員を含む。）、監査役又はこれらに類する役職にある者をいう。以下同じ。）、業務を執行する社員若しくは使用人である者、又はこれらであつた者であつて当該会社等が当該他の会社等の財務及び営業又は事業の方針の決定に関して影響を与えることができるものが、当該他の会社等の取締役会その他これに準ずる機関の構成員の過半数を占めていること。

(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.;

ハ 当該会社等と当該他の会社等との間に当該他の会社等の重要な財務及び営業又は事業の方針の決定を支配する契約等が存在すること。

(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.;

ニ 当該他の会社等の資金調達額（貸借対照表の負債の部に計上されているものに限る。以下同じ。）の総額の過半について当該会社等が融資（債務の保証及び担保の提供を含む。以下同じ。）を行つていること（当該会社等と出資、人事、資金、技術、取引等において緊密な関係のある者が行う融資の額を合わせて資金調達額の総額の過半となる場合を含む。）。

(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

ホ その他当該会社等が当該他の会社等の意思決定機関を支配していることが推測される事実が存在すること。

(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.;

三 会社等が自己の計算において所有している議決権と当該会社等と出資、人事、資金、技術、取引等において緊密な関係があることにより当該会社等の意思と同一の内容の議決権を行使すると認められる者及び当該会社等の意思と同一の内容の議決権を行使することに同意している者が所有している議決権とを合わせて、他の会社等の議決権の過半数を占めている場合（当該会社等が自己の計算において議決権を所有していない場合を含む。）における当該会社等であつて、前号ロからホまでに掲げるいずれかの要件に該当するもの

(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 第一項に規定する「関連会社等」とは、会社等（当該会社等の子会社等を含む。）が出資、取締役その他これに準ずる役職への当該会社等の役員若しくは使用人である者若しくはこれらであつた者の就任、融資、債務の保証若しくは担保の提供、技術の提供又は営業上若しくは事業上の取引等を通じて、財務及び営業又は事業の方針の決定に対して重要な影響を与えることができる他の会社等（子会社等を除く。）として次に掲げるものをいう。ただし、財務上又は営業上若しくは事業上の関係からみて会社等（当該会社等の子会社等を含む。）が子会社等以外の他の会社等の財務及び営業又は事業の方針の決定に対して重要な影響を与えることができないことが明らかであると認められるときは、この限りでない。

(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:

一 会社等（当該会社等の子会社等を含む。）が子会社等以外の他の会社等（破産手続開始の決定、再生手続開始の決定又は更生手続開始の決定を受けた子会社等以外の他の会社等その他これらに準ずる子会社等以外の他の会社等であつて、当該会社

等がその財務及び営業又は事業の方針の決定に対して重要な影響を与えることができないと認められるものを除く。以下この項において同じ。) の議決権の百分の二十以上を自己の計算において所有している場合における当該子会社等以外の他の会社等

- (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.;

二 会社等（当該会社等の子会社等を含む。）が子会社等以外の他の会社等の議決権の百分の十五以上、百分の二十未満を自己の計算において所有している場合における当該子会社等以外の他の会社等であつて、次に掲げるいずれかの要件に該当するもの

- (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

イ 当該会社等の役員、業務を執行する社員若しくは使用人である者、又はこれらであつた者であつて当該会社等がその財務及び営業又は事業の方針の決定に関して影響を与えることができるものが、その代表取締役、取締役又はこれらに準ずる役職に就任していること。

- (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.;

ロ 当該会社等から重要な融資を受けていること。

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

ハ 当該会社等から重要な技術の提供を受けていること。

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

ニ 当該会社等との間に営業上又は事業上の重要な取引があること。

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

ホ その他当該会社等がその財務及び営業又は事業の方針の決定に対して重要な影響を与えることができることが推測される事実が存在すること。

(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.;

三 会社等（当該会社等の子会社等を含む。）が自己の計算において所有している議決権と当該会社等と出資、人事、資金、技術、取引等において緊密な関係があることにより当該会社等の意思と同一の内容の議決権を行使すると認められる者及び当該会社等の意思と同一の内容の議決権を行使することに同意している者が所有している議決権とを合わせて、子会社等以外の他の会社等の議決権の百分の二十以上を占めている場合（当該会社等が自己の計算において議決権を所有していない場合を含む。）における当該子会社等以外の他の会社等であつて、前号イからホまでに掲げるいずれかの要件に該当するもの

(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.

（法第八条の二第一項の主務省令で定める者）

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

第二十一条 法第八条の二第一項の主務省令で定める者は、法第八条第一項前段の規定により停止を命ぜられた業務の遂行に主導的な役割を果たしている者とする。

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.

(契約の申込みの撤回等の妨害後の書面の交付)

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

第二十二條 法第九條第一項ただし書の書面には、次に掲げる事項を記載しなければならない。

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

一 商品若しくは権利の販売価格又は役務の対価

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

二 法第九條第一項ただし書の規定に基づき、当該書面を受領した日から起算して八日を経過するまでは、書面又は電磁的記録により売買契約若しくは役務提供契約の申込みの撤回又は売買契約若しくは役務提供契約の解除を行うことができること。

(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;

三 法第九條第二項から第七項までの規定に関する事項

(iii) matters concerning the provisions of Article 9, paragraphs (2) through (7) of the Act;

四 売買契約の申込みの撤回又は売買契約の解除があつた場合において、商品又は権利の代金が支払われているときは、販売業者は、申込者等に対し、速やかに、その全額を返還すること。

(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.;

五 販売業者又は役務提供事業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(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;

六 売買契約又は役務提供契約の申込み又は締結を担当した者の氏名

(vi) the name of a person who has been in charge of an offer or entrance into the sales contract or the service contract;

七 売買契約又は役務提供契約の申込み又は締結の年月日

(vii) the date on which the sales contract or the service contract has been offered or entered into;

八 商品名及び商品の商標又は製造者名

(viii) the name of the goods and the trademark or the name of the manufacturer of the goods;

九 商品の型式又は種類（権利又は役務の場合にあつては、当該権利又は当該役務の種類）

- (ix) the model number or type of goods (in the case of rights or services, the type of the rights or services); and
十 商品の数量
(x) quantity of the goods.
- 2 書面には日本産業規格Z八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。
- (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 書面に記載するに際し、第一項第二号から第四号までに掲げる内容については赤枠の中に赤字で記載しなければならない。
- (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 前三項の規定により交付する書面は、様式第一によること。
- (4) The document to be delivered pursuant to the provisions of the preceding three paragraphs must be provided in accordance with Form 1.
- 5 販売業者又は役務提供事業者は、法第九条第一項ただし書の書面を申込者等に交付した際には、直ちに申込者等が当該書面を見ていることを確認した上で、第一項第二号から第四号までに掲げる内容について申込者等に告げなければならない。
- (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.

第三節 通信販売

Section 3 Mail Order Sales

(通信販売についての広告)

(Advertisements for Mail Order Sales)

第二十三条 法第十一条第六号の主務省令で定める事項は、次に掲げるものとする。

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

一 販売業者又は役務提供事業者の氏名又は名称、住所及び電話番号

(i) the name, address, and telephone number of the seller or the service provider;

二 販売業者又は役務提供事業者が法人であつて、電子情報処理組織を使用する方法により広告をする場合には、当該販売業者又は役務提供事業者の代表者又は通信販売に関する業務の責任者の氏名

(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;

三 販売業者又は役務提供事業者が外国法人又は外国に住所を有する個人であつて、国内にその行う事業に係る事務所、事業所その他これらに準ずるもの（以下この号、第七十一条第三号及び第百十二条第三号において「事務所等」という。）を有する場合には、当該事務所等の所在場所及び電話番号

(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.;

四 法第十一条第一号に定める金銭以外に購入者又は役務の提供を受ける者の負担すべき金銭があるときは、その内容及びその額

(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;

五 引き渡された商品が種類又は品質に関して契約の内容に適合しない場合の販売業者の責任についての定めがあるときは、その内容

(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;

六 磁気的方法又は光学的方法によりプログラム（電子計算機に対する指令であつて、一の結果を得ることができるように組み合わせられたものをいう。以下同じ。）を記録した物を販売する場合、又は電子計算機を使用する方法により映画、演劇、音楽、スポーツ、写真若しくは絵画、彫刻その他の美術工芸品を鑑賞させ、若しくは観覧させる役務を提供する場合、若しくはプログラムを電子計算機に備えられたファイルに記録し、若しくは記録させる役務を提供する場合には、当該商品又は役務を利用するために必要な電子計算機の仕様及び性能その他の必要な条件

(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;

七 商品若しくは特定権利の売買契約又は役務提供契約を二回以上継続して締結する必要があるときは、その旨及び金額、契約期間その他の販売条件又は提供条件

(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;

八 前四号に掲げるもののほか商品の販売数量の制限その他の特別の商品若しくは特定権利の販売条件又は役務の提供条件があるときは、その内容

(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;

九 広告の表示事項の一部を表示しない場合であつて、法第十一条ただし書の書面又は電磁的記録を請求した者に当該書面又は電磁的記録に係る金銭を負担させるときは、その額

(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

十 通信販売電子メール広告（法第十二条の三第一項第一号の通信販売電子メール広告をいう。以下同じ。）をするときは、販売業者又は役務提供事業者の電子メールアドレス

(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.

第二十四条 法第十一条本文の規定により通信販売をする場合の商品若しくは特定権利の販売条件又は役務の提供条件について広告をするときは、次に定めるところにより表示しなければならない。

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:

一 商品の送料を表示するときは、金額をもつて表示すること。

(i) when indicating the shipping charge for the goods, the amount of the shipping charge must be indicated;

二 商品の引渡時期若しくは権利の移転時期又は役務の提供時期は期間又は期限をもつて表示すること。

(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

三 商品若しくは特定権利の売買契約又は役務提供契約の申込みの撤回又は解除に関する事項（法第十五条の三第一項ただし書に規定する特約がある場合には、その内容を含む。）については、顧客にとって見やすい箇所において明瞭に判読できるように表示する方法その他顧客にとって容易に認識することができるよう表示すること。

(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.

第二十五条 法第十一条ただし書の規定により同項第一号及び第二十三条第四号に定める購入者又は役務の提供を受ける者の負担すべき金銭を表示しないことができる場合はその金銭を全部表示しない場合とし、この場合において法第十一条第一号から第三号まで、第五号及び第六号に定める事項（第二十三条第六号から第十号までに掲げる事項を除く。）の一部を表示しないことができる。

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 購入者又は役務の提供を受ける者の負担すべき金銭の全部を表示する場合は、法第十一条第二号、第三号、第五号及び第六号に定める事項（第二十三条第四号及び第六号から第十号までに掲げる事項及び法第十五条の三第一項ただし書に規定する特約がある場合にあっては申込みの撤回等の可否、申込みの撤回等が可能である場合にあっては申込みの撤回等が可能である期間その他申込みの撤回等が可能となる条件及び商品又は特定権利の引取り又は返還に要する費用の負担に係る事項を除く。）の一部を表示しないことができる。ただし、売買契約又は役務提供契約に係る金銭の全部又は一部の支払が商品の引渡し若しくは権利の移転又は役務の提供前である場合にあっては商品若しくは権利の代金又は役務の対価の支払時期、売買契約又は役務提供契約の申込みを受けた後遅滞なく当該申込みに係る商品を送付しない場合若しくは権利を移転しない場合又は役務を提供しない場合にあっては法第十一条第三号に掲げる事項及び引き渡された商品が種類又は品質に関して契約の内容に適合しない場合に販売業者がその不適合の責任を負わない場合にあっては販売業者の責任に関する事項についてはこの限りでない。

(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 販売業者又は役務提供事業者は、電子情報処理組織を使用する方法により広告をする場合であつて、次に掲げる方法により法第十一条各号に掲げる事項の一部を提供する旨の表示をするときは、当該事項の一部を表示しないことができる。

(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:

一 販売業者又は役務提供事業者の使用に係る電子計算機と顧客の使用に係る電子計算機とを接続する電気通信回線を通じて送信し、受信者の使用に係る電子計算機に備えられたファイルに記録する方法

(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;

二 販売業者又は役務提供事業者の使用に係る電子計算機に備えられたファイルに記録された書面に記載すべき事項を電気通信回線を通じて顧客の閲覧に供し、当該顧客の使用に係る電子計算機に備えられたファイルに当該事項を記録する方法

(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

三 顧客の使用に係る電子計算機に書面に記載すべき事項を記録するためのファイルが備えられていない場合に、販売業者又は役務提供事業者の使用に係る電子計算機に備えられたファイル（専ら当該顧客の用に供するものに限る。次項第二号において「顧客ファイル」という。）に記録された当該事項を電気通信回線を通じて顧客の閲覧に供する方法

(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 前項に掲げる方法は、次に掲げる技術的基準に適合するものでなければならない。

(4) The means stated in the preceding paragraph must conform to the following technical standards:

一 前項第一号又は第二号に掲げる方法にあつては、顧客がファイルへの記録を出力することによる書面を作成することができるものであること。

(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

二 前項第三号に掲げる方法にあつては、顧客ファイルへの記録がされた書面に記載すべき事項を、当該顧客ファイルに記録された時から起算して六月間、消去し、又は改変できないものであること。

(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.

(誇大広告等の禁止)

(Prohibition of Misleading Advertising)

第二十六条 法第十二条の主務省令で定める事項は次のとおりとする。

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

一 商品の種類、性能、品質若しくは効能、役務の種類、内容若しくは効果又は権利の種類、内容若しくはその権利に係る役務の種類、内容若しくは効果

(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;

二 商品、権利若しくは役務、販売業者若しくは役務提供事業者又は販売業者若しくは役務提供事業者の営む事業についての国、地方公共団体、通信販売協会その他著名な法人その他の団体又は著名な個人の関与

(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;

三 商品の原産地若しくは製造地、商標又は製造者名

(iii) the place of origin or place of production, the trademark, or the name of the manufacturer of the goods; and

四 法第十一条各号に掲げる事項

(iv) the matters stated in the respective items of Article 11 of the Act.

(電子メール広告に係る電磁的方法)

(Electronic or Magnetic Means Relating to Email Advertising)

第二十七条 法第十二条の三第一項に規定する電磁的方法は次に掲げるものとする。

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

一 電話番号を送受信のために用いて電磁的記録を相手方の使用に係る携帯して使用する通信端末機器に送信する方法（他人に委託して行う場合を含む。）

(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

二 電子メールを送信する方法（他人に委託して行う場合を含む。）

(ii) a means of sending email (including if the activity is entrusted to another person).

(契約の内容等の通知の方法等)

(Means for Giving Notice of Contract Details)

第二十八条 法第十二条の三第一項第二号の主務省令で定める方法は電磁的方法とする。

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 法第十二条の三第一項第二号の規定により通信販売電子メール広告をするときは、契約の申込みの受理及び当該申込みの内容、契約の成立及び当該契約の内容、並びに契約の履行に係る事項のうち重要なものの通知に付随して、通信販売電子メール広告をするものとする。

(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.

(法第十二条の三第一項第三号の主務省令で定める場合)

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

第二十九条 法第十二条の三第一項第三号の主務省令で定める場合は次のいずれかの場

合とする。

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:

一 相手方の請求に基づいて、又はその承諾を得て電磁的方法により送信される電磁的記録の一部に掲載することにより広告がなされる場合

(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

二 電磁的方法により送信しようとする電磁的記録の一部に広告を掲載することを条件として利用者に電磁的方法の使用に係る役務を提供する者（販売業者又は役務提供事業者が当該役務を提供する者である場合を含む。）による当該役務の提供に際して、広告がなされる場合（利用者を誘引し、又は強制し、当該役務を利用して電磁的記録を送信させることにより、当該役務の提供に際して広告をするときを除く。）

(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).

（記録の保存）

(Preservation of Records)

第三十条 法第十二条の三第三項の主務省令で定めるものは次に掲げるものとする。

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:

一 電子情報処理組織を使用する方法（電磁的方法を除く。）により相手方から承諾を得、又は請求を受けた場合にあっては、承諾又は請求ごとに当該承諾又は請求があつたことを示す書面又は電磁的記録（以下この条、第三十五条、第七十五条及び第一百六条において「書面等」という。）。ただし、販売業者又は役務提供事業者が、当該承諾を得、又は請求を受けるために定型的な内容を表示しており、かつ、当該承諾を得、又は請求を受けたときに当該承諾又は請求の内容に係る情報を一覧性のある電磁的記録として自動的に編集する方法を用いている場合であつて、当該定型的な内容の表示において、当該電子計算機の操作が当該相手方に通信販売電子メール広告をすることを承諾し、又は請求するものであることを容易に認識できるよう表示している場合には、当該承諾を得、又は請求を受けるために表示した定型的な内容を示す書面等及び当該内容の表示がされた時期を示す書面等。

(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

二 電磁的方法、書面その他の方法により相手方から承諾を得、又は請求を受けた場合にあつては、承諾又は請求ごとに当該承諾又は請求があつたことを示す書面等。ただし、販売業者又は役務提供事業者が、当該承諾を得、又は請求を受けるために定型的な内容を表示しており、かつ、当該承諾を得、又は請求を受けたときに当該承諾又は請求の内容に係る情報を一覧性のある書面等として正確に編集する方法を用いている場合であつて、当該定型的な内容の表示において、当該電磁的方法による電磁的記録の送信、当該書面への記入その他の行為が当該相手方に通信販売電子メール広告をすることを承諾し、又は請求するものであることを容易に認識できるよう表示している場合には、当該承諾を得、又は請求を受けるために表示した定型的な内容を示す書面等及び当該内容の表示がされた時期を示す書面等。

(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 前項の書面等は、相手方に対し通信販売電子メール広告を行つた日から三年間保存

しなければならない。

- (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.

(連絡方法の表示)

(Indication of Means of Contact)

第三十一条 法第十二条の三第四項の主務省令で定めるものは、次のいずれかの事項とし、当該事項は、当該通信販売電子メール広告の本文に容易に認識できるように表示しなければならない。

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:

一 電子メールアドレス（相手方が通信販売電子メール広告の提供を受けない旨の意思の表示をすることができるものに限る。）

(i) an email address (limited to that which enables a counterparty to indicate the intention not to receive email advertising mail order sales); or

二 電子情報処理組織において識別するための文字、記号その他の符号若しくはこれらの結合（電子計算機に入力されることによつて当該電子計算機の映像面に表示される手続に従うことにより、相手方が通信販売電子メール広告の提供を受けない旨の意思の表示をすることができるものに限る。）又はこれに準ずるもの

(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.

(法第十二条の四第一項第二号の主務省令で定める場合)

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

第三十二条 法第十二条の四第一項第二号の主務省令で定める場合は、次のいずれかの場合とする。

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:

一 相手方の請求に基づいて、又はその承諾を得て電磁的方法により送信される電磁的記録の一部に掲載することにより、通信販売電子メール広告委託者（法第十二条の四第一項本文の通信販売電子メール広告委託者をいう。以下同じ。）に係る通信販売電子メール広告がなされる場合

(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

二 電磁的方法により送信しようとする電磁的記録の一部に広告を掲載することを条件として利用者に電磁的方法の使用に係る役務を提供する者（通信販売電子メール広告受託事業者（法第十二条の四第一項本文の通信販売電子メール広告受託事業者をいう。以下同じ。）が当該役務を提供する者である場合を含む。）による当該役務の提供に際して、通信販売電子メール広告委託者に係る通信販売電子メール広告がなされる場合（利用者を誘引し、又は強制し、当該役務を利用して電磁的記録を送信させることにより、当該役務の提供に際して広告をするときを除く。）

(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).

（契約の内容等の通知の方法等）

(Means for Giving Notice of Contract Details)

第三十三条 法第十二条の五第一項第二号の主務省令で定める方法はファクシミリ装置を用いて送信する方法とする。

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 法第十二条の五第一項第二号の規定により通信販売ファクシミリ広告をするときは、契約の申込みの受理及び当該申込みの内容、契約の成立及び当該契約の内容、並びに契約の履行に係る事項のうち重要なものの通知に付随して、通信販売ファクシミリ広告をするものとする。

(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.

(法第十二条の五第一項第三号の主務省令で定める場合)

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

第三十四条 法第十二条の五第一項第三号の主務省令で定める場合は、相手方の請求に基づいて、又はその承諾を得てファクシミリ装置を用いて送信する方法により送信される通信文の一部に掲載することにより広告がなされる場合とする。

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.

(記録の保存)

(Preservation of Records)

第三十五条 法第十二条の五第三項の主務省令で定めるものは、承諾又は請求ごとに当該承諾又は請求があつたことを示す書面等とする。ただし、販売業者又は役務提供事業者が、当該承諾を得、又は請求を受けるために定型的な内容を表示しており、かつ、当該承諾を得、又は請求を受けたときに当該承諾又は請求の内容に係る情報を一覧性のある書面等として正確に編集する方法を用いている場合であつて、当該定型的な内容の表示において、書面への記入その他の行為が当該相手方に通信販売ファクシミリ広告をすることを承諾し、又は請求するものであることを容易に認識できるよう表示している場合には、当該承諾を得、又は請求を受けるために表示した定型的な内容を示す書面等及び当該内容の表示がされた時期を示す書面等とする。

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 前項の書面等は、相手方に対し通信販売ファクシミリ広告を行つた日から一年間保存しなければならない。

- (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.

(連絡方法の表示)

(Indication of Means of Contact)

第三十六条 法第十二条の五第四項の主務省令で定めるものは、ファクシミリ番号（相手方が通信販売ファクシミリ広告の提供を受けない旨の意思の表示をすることができるものに限る。）とし、当該ファクシミリ番号は、当該通信販売ファクシミリ広告の本文に容易に認識できるように表示しなければならない。

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.

(通信販売における承諾等の通知)

(Notice of Acceptance in Mail Order Sales)

第三十七条 法第十三条第一項の主務省令で定める事項は、次のとおりとする。

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

一 申込みを承諾する旨又は承諾しない旨（当該商品若しくは当該権利の代金又は当該役務の対価の受領前にその申込みを承諾する旨又は承諾しない旨をその申込みをした者に通知している場合には、その旨）

(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);

二 販売業者又は役務提供事業者の氏名又は名称、住所及び電話番号

(ii) the name, address, and telephone number of the seller or the service provider;

三 受領した金銭の額及びそれ以前に受領した金銭があるときはその合計額

(iii) the amount of money received and the total amount if any money has been received previously;

四 当該金銭を受領した年月日

(iv) the date on which the money has been received;

五 申込みを受けた商品名及びその数量又は権利若しくは役務の種類

(v) the name and quantity of the goods or the type of the rights or services for which the offer has been made; and

六 申込みを承諾するときは、その商品の引渡時期若しくは権利の移転時期又は役務の提供時期

(vi) when accepting the offer; the delivery date of the goods, the transfer date of the rights, or the date of providing the services.

第三十八条 法第十三条第一項の規定により申込みをした者に書面により通知するときは、次の各号に定めるところにより行わなければならない。

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:

一 申込みを承諾しない旨を通知するときは、既に受領している金銭を直ちに返還する旨及びその方法を記載すること。

(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

二 商品の引渡時期若しくは権利の移転時期又は役務の提供時期は期間又は期限をもつて表示すること。

(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 前項の書面には日本産業規格Z 8305に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(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.

(法第十三条第一項の規定により通知しなければならない書面による通知に係る電磁的方法)

(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)

第三十九条 法第十三条第二項の主務省令で定める方法は、次に掲げるものとする。

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:

一 電子情報処理組織（販売業者又は役務提供事業者の使用に係る電子計算機と申込みをした者の使用に係る電子計算機とを電気通信回線で接続した電子情報処理組織をいう。第四十一条において同じ。）を使用する方法のうち、イ、ロ又はハに掲げるもの

(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

イ 販売業者又は役務提供事業者の使用に係る電子計算機と申込みをした者の使用に係る電子計算機とを接続する電気通信回線を通じて送信し、受信者の使用に係る電子計算機に備えられたファイルに記録する方法

(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;

ロ 販売業者又は役務提供事業者の使用に係る電子計算機に備えられたファイルに記録された通知すべき事項を電気通信回線を通じて申込みをした者の閲覧に供し、当該申込みをした者の使用に係る電子計算機に備えられたファイルに当該事項を記録する方法（法第十三条第二項前段に規定する方法による提供を受ける旨の承諾又は受けない旨の申出をする場合にあっては、販売業者又は役務提供事業者の使用に係る電子計算機に備えられたファイルにその旨を記録する方法）

(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

ハ 申込みをした者の使用に係る電子計算機に通知すべき事項を記録するためのファイルが備えられていない場合に、販売業者又は役務提供事業者の使用に係る電子計算機に備えられたファイル（専ら当該申込みをした者の用に供するものに限る。次項第二号において「申込者ファイル」という。）に記録された当該事項を電気通信回線を通じて申込みをした者の閲覧に供する方法

(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;

二 電磁的記録媒体により一定の事項を確実に記録しておくことができる物をもって調製するファイルに通知すべき事項を記録したものを交付する方法

(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 前項に掲げる方法は、次に掲げる技術的基準に適合するものでなければならない。

(2) The means prescribed in the preceding paragraph must comfort to the following technical standards:

一 前項第一号イ又はロに掲げる方法にあつては、申込みをした者がファイルへの記録を出力することによる書面を作成することができるものであること。

(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

二 前項第一号ハに掲げる方法にあつては、申込者ファイルへの記録がされた通知すべき事項を、当該申込者ファイルに記録された時から起算して六月間、消去し、又は改変できないものであること。

(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 販売業者又は役務提供事業者は、第一項に掲げる方法により法第十三条第一項本文の規定による書面による通知に代えて当該通知すべき事項を提供するときは、申込みをした者が当該事項を明瞭に読むことができるように表示しなければならない。

(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.

(法第十三条第一項の規定により通知しなければならない書面による通知に係る電磁的方法の種類及び内容)

(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)

第四十条 令第八条第一項の規定により示すべき方法の種類及び内容は、次に掲げる事項とする。

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:

一 前条第一項に規定する方法のうち販売業者又は役務提供事業者が使用するもの

(i) a means prescribed in paragraph (1) of the preceding Article that is used by a seller or a service provider; and

二 ファイルへの記録の方式

(ii) the format for recording matters into a file.

(法第十三条第一項の規定により通知しなければならない書面による通知に係る情報通信の技術を利用した承諾の取得)

(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)

第四十一条 令第八条第一項の主務省令で定める方法は、次に掲げるものとする。

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:

一 電子情報処理組織を使用する方法のうちイ又はロに掲げるもの

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

イ 申込みをした者の使用に係る電子計算機から電気通信回線を通じて販売業者又は役務提供事業者の使用に係る電子計算機に令第八条第一項の承諾又は同条第二項の申出（以下この項において「承諾等」という。）をする旨を送信し、当該電子計算機に備えられたファイルに記録する方法

(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

ロ 販売業者又は役務提供事業者の使用に係る電子計算機に備えられたファイルに記録された第四十条に掲げる電磁的方法の種類及び内容を電気通信回線を通じて申込みをした者の閲覧に供し、当該電子計算機に備えられたファイルに承諾等をする旨を記録する方法

(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;

二 電磁的記録媒体をもつて調製するファイルに承諾等をする旨を記録したものを交付する方法

(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 前項に掲げる方法は、販売業者又は役務提供事業者がファイルへの記録を出力することにより書面を作成できるものでなければならない。

(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.

(通信販売における禁止行為)

(Prohibited Acts in Mail Order Sales)

第四十二条 法第十四条第一項第二号の主務省令で定める行為は、販売業者又は役務提供事業者が、電子契約（販売業者又は役務提供事業者と顧客との間で電子情報処理組織を使用する方法その他の情報通信技術を利用する方法により電子計算機の映像面を介して締結される売買契約又は役務提供契約であつて、販売業者若しくは役務提供事業者又はこれらの委託を受けた者が当該映像面に表示する手続に従つて、顧客がその使用する電子計算機を用いて送信することによつてその申込みを行うものをいう。以下この項及び第三項において同じ。）の申込みを受ける場合において、申込みの内容を、顧客が電子契約に係る電子計算機の操作（当該電子契約の申込みとなるものに限る。）を行う際に容易に確認し及び訂正することができるようにしていないこととする。

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 法第十四条第一項第三号の主務省令で定める行為は、次に掲げるものとする。

(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:

一 販売業者又は役務提供事業者が、電子情報処理組織を使用する方法（電磁的方法を除く。）により電子計算機を用いて送信することにより行われる通信販売電子メール広告をすることについての承諾を得、又は請求を受ける受ける場合において、顧客の意に反する承諾又は請求が容易に行われないう、顧客の電子計算機の操作（通信販売電子メール広告をすることについての承諾又は請求となるものに限る。次号において同じ。）が当該通信販売電子メール広告を受けることについての承諾又は請求となることを、顧客が当該操作を行う際に容易に認識できるように表示していないこと。

(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;

二 販売業者又は役務提供事業者が、電磁的方法による電磁的記録の送信、書面への記入その他の行為により行われる通信販売電子メール広告をすることについての承諾を得、又は請求を受ける場合において、当該通信販売電子メール広告をすることについての承諾を得、又は請求を受けるための表示を行う際に、顧客の意に反する承諾又は請求が容易に行われないう、顧客の電磁的方法による電磁的記録の送信、書面への記入その他の行為が当該通信販売電子メール広告を受けることについての承諾又は請求となることを、顧客が容易に認識できるように表示していないこと。

(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

三 販売業者又は役務提供事業者が、法第十二条の四第一項及び第二項で準用する法第十二条の三第二項から第四項までの規定のいずれかに違反する行為を行つている者に、同条第五項各号に掲げる業務の全てにつき一括して委託すること。

(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 法第十四条第二項第一号の主務省令で定める行為は、通信販売電子メール広告受託事業者が、通信販売電子メール広告委託者が電子契約の申込みを受けるための電子メール広告を行う場合において、電子契約に係る電子計算機の操作（当該電子契約の申込みとなるものに限る。）が当該電子契約の申込みとなることを、顧客が当該操作を行う際に容易に認識できるように表示していないこととする。

(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 法第十四条第二項第二号の主務省令で定める行為は、次に掲げるものとする。

(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:

一 通信販売電子メール広告受託事業者が、電子情報処理組織を使用する方法（電磁的方法を除く。）により電子計算機を用いて送信することにより行われる通信販売電子メール広告委託者に係る通信販売電子メール広告をすることについての承諾を得、又は請求を受ける場合において、顧客の意に反する承諾又は請求が容易に行われないよう、顧客の電子計算機の操作（通信販売電子メール広告委託者に係る通信販売電子メール広告をすることについての承諾又は請求となるものに限る。次号において同じ。）が当該通信販売電子メール広告を受けることについての承諾又は請求となることを、顧客が当該操作を行う際に容易に認識できるように表示していないこと。

(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

二 通信販売電子メール広告受託事業者が、電磁的方法による電磁的記録の送信、書面への記入その他の行為により行われる通信販売電子メール広告委託者に係る通信販売電子メール広告をすることについての承諾を得、又は請求を受ける場合において、当該通信販売電子メール広告をすることについての承諾をし、又は請求を受けるための表示を行う際に、顧客の意に反する承諾又は請求が容易に行われないよう、顧客の電磁的方法による電磁的記録の送信、書面への記入その他の行為が当該通信販売電子メール広告を受けることについての承諾又は請求となることを、顧客が容

易に認識できるように表示していないこと。

- (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.

(法第十五条の二第一項の主務省令で定める者)

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

第四十三条 法第十五条の二第一項の主務省令で定める者は、法第十五条第一項前段の規定により停止を命ぜられた業務の遂行に主導的な役割を果たしている者とする。

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.

(申込みの撤回等についての特約を表示する方法)

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

第四十四条 法第十五条の三第一項ただし書の主務省令で定める方法は、顧客の電子計算機の映像面に表示される顧客が商品又は特定権利の売買契約の申込みとなる電子計算機の操作を行うための表示において、顧客にとって見やすい箇所に明瞭に判読できるように表示する方法その他顧客にとって容易に認識することができるよう表示する方法とする。

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.

第四節 電話勧誘販売 Section 4 Telemarketing Sales

(電話勧誘販売における書面の交付等)

(Delivery of Documents in Telemarketing Sales)

第四十五条 法第十八条第一項第六号の主務省令で定める事項は、次のとおりとする。

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:

一 販売業者又は役務提供事業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(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;

二 売買契約又は役務提供契約の申込み又は締結を担当した者の氏名

(ii) the name of a person who has been in charge of an offer or entrance into the sales contract or the service contract;

三 売買契約又は役務提供契約の申込み又は締結の年月日

(iii) the date on which the sales contract or the service contract has been offered or entered into;

四 商品名及び商品の商標又は製造者名

(iv) the name of the goods and the trademark or the name of the manufacturer of the goods;

五 商品の型式があるときは、当該型式

(v) the model number of the goods, if any;

六 商品の数量

(vi) quantity of the goods;

七 引き渡された商品が種類又は品質に関して契約の内容に適合しない場合の販売業者の責任についての定めがあるときは、その内容

(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;

八 契約の解除に関する定めがあるときは、その内容

(viii) if there are provisions on cancellation of the contract, the details of the provisions; and

九 前二号に掲げるもののほか特約があるときは、その内容

(ix) beyond what is stated in the preceding two items, if there are any special provisions; the details of the provisions.

第四十六条 法第十八条第一項又は法第十九条第一項若しくは第二項の規定により交付する書面（以下この条において「書面」という。）は、次の表の上欄に掲げる事項について、それぞれ同表の下欄の基準に合致したものでなければならない。

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.

事項 Matters	基準 Standards Requirements
一 引き渡された商品が種類又は品質に関して契約の内容に適合しない場合の責任に関する事項 (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	引き渡された商品が種類又は品質に関して契約の内容に適合しない場合に販売業者がその不適合について責任を負わない旨が定められていないこと。 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.
二 契約の解除に関する事項 (ii) matters Matters concerning cancellation of the contract	イ 購入者又は役務の提供を受ける者からの契約の解除ができない旨が定められていないこと。 (a) that none of the provisions must prohibit the purchaser or the service recipient from cancelling the contract. ロ 販売業者又は役務提供事業者の責めに帰すべき事由により契約が解除された場合における販売業者又は役務提供事業者の義務に関し、民法に規定するものより購入者又は役務の提供を受ける者に不利な内容が定められていないこと。 (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.

三 その他の特約に関する事項 (iii) matters concerning other special provisions	法令に違反する特約が定められていないこと。 that no No special provisions are must be prescribed in violation of laws and regulations.
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2 書面には書面の内容を十分に読むべき旨を赤枠の中に赤字で記載しなければならない。

(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 書面には日本産業規格Z 8305に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(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.

第四十七条 法第十八条第一項又は法第十九条第一項若しくは第二項の規定により交付する書面に記載する法第十八条第一項第五号に掲げる事項については、次項、第三項及び第五項に規定する場合を除き、次の表の上欄に掲げる区分に応じ、それぞれ同表の下欄に掲げる内容を記載しなければならない。

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).

一 商品の売買契約の申込みの撤回又はその売買契約の解除に関する事項 (i) matters Matters concerning withdrawal of the offer for or cancellation of a sales contract for goods	イ 法第十九条第一項又は第二項の書面を受領した日（その日前に法第十八条第一項の書面を受領した場合にあつては、その書面を受領した日）から起算して八日を経過するまでは、申込者等（法第二十四条第一項の申込者等をいう。以下この条及び第六十六条において同じ。）は、書面又は電磁的記録により商品の売買契約の申込みの撤回又はその売買契約の解除を行うことができること。 (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).
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ロ イに記載した事項にかかわらず、申込者等が、販売業者が法第二十一条第一項の規定に違反して商品の売買契約の申込みの撤回又はその売買契約の解除に関する事項につき不実のことを告げる行為をしたことにより誤認をし、又は販売業者が同条第三項の規定に違反して威迫したことにより困惑し、これらによつて当該契約の申込みの撤回又は契約の解除を行わなかつた場合には、当該販売業者が交付した法第二十四条第一項ただし書の書面を当該申込者等が受領した日から起算して八日を経過するまでは、当該申込者等は、書面又は電磁的記録により当該契約の申込みの撤回又は契約の解除を行うことができること。

(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 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.

ハ イ又はロの契約の申込みの撤回又は契約の解除は、申込者等が、当該契約の申込みの撤回又は契約の解除に係る書面又は電磁的記録を発した時に、その効力を生ずること。

(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.

ニ イ又はロの契約の申込みの撤回又は契約の解除があつた場合においては、販売業者は、申込者等に対し、その契約の申込みの撤回又は契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。

(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.

ホ イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、その売買契約に係る商品の引渡しが既にされているときは、その引取りに要する費用は販売業者の負担とすること。

(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.

ヘ イ又はロの契約の申込みの撤回又は契約の解除があつた場合には、既に当該売買契約に基づき引き渡された商品が使用されたときにおいても、当該販売業者は、申込者等に対し、当該商品の使用により得られた利益に相当する金銭の支払を請求することができないこと。

(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.

ト イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、商品の代金が支払われているときは、販売業者は、申込者等に対し、速やかに、その全額を返還すること。

(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.

二 権利の売買契約の申込みの撤回又はその売買契約の解除に関する事項 (ii) matters Matters concerning withdrawal of the offer for or cancellation of a sales contract for rights	イ 法第十九条第一項又は第二項の書面を受領した日（その日前に法第十八条第一項の書面を受領した場合にあつては、その書面を受領した日）から起算して八日を経過するまでは、申込者等は、書面又は電磁的記録により権利の売買契約の申込みの撤回又はその売買契約の解除を行うことができること。 (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).
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ロ イに記載した事項にかかわらず、申込者等が、販売業者が法第二十一条第一項の規定に違反して権利の売買契約の申込みの撤回又はその売買契約の解除に関する事項につき不実のことを告げる行為をしたことにより誤認をし、又は販売業者が同条第三項の規定に違反して威迫したことにより困惑し、これらによつて当該契約の申込みの撤回又は契約の解除を行わなかつた場合には、当該販売業者が交付した法第二十四条第一項ただし書の書面を当該申込者等が受領した日から起算して八日を経過するまでは、当該申込者等は、書面により当該契約の申込みの撤回又は契約の解除を行うことができること。

(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.

ハ イ又はロの契約の申込みの撤回又は契約の解除は、申込者等が、当該契約の申込みの撤回又は契約の解除に係る書面又は電磁的記録を発した時に、その効力を生ずること。

(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.

ニ イ又はロの契約の申込みの撤回又は契約の解除があつた場合においては、販売業者は、申込者等に対し、その契約の申込みの撤回又は契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。

(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.

ホ イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、その売買契約に係る権利の移転が既にされているときは、その返還に要する費用は販売業者の負担とすること。

(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.

ヘ イ又はロの契約の申込みの撤回又は契約の解除があつた場合には、既に権利の行使により施設が利用され又は役務が提供されたときにおいても、当該販売業者は、申込者等に対し、当該権利の行使により得られた利益に相当する金銭の支払を請求することができないこと。

(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.

	ト イ又はロの契約の申込みの撤回又は契約の解除を行つた場合において、当該権利に係る役務の提供に伴い申込者等の土地又は建物その他の工作物の現状が変更されたときは、当該申込者等は、当該販売業者に対し、その原状回復に必要な措置を無償で講ずることを請求することができること。 (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. チ イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、権利の代金が支払われているときは、販売業者は、申込者等に対し、速やかに、その全額を返還すること。 (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.
三 役務提供契約の申込みの	

撤回又は役務提供契約の解除に関する事項

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

ロ イに記載した事項にかかわらず、申込者等が、役務提供事業者が法第二十一条第一項の規定に違反して役務提供契約の申込みの撤回又は役務提供契約の契約の解除に関する事項につき不実のことを告げる行為をしたことにより誤認をし、又は役務提供事業者が同条第三項の規定に違反して威迫したことにより困惑し、これらによつて当該契約の申込みの撤回又は契約の解除を行わなかつた場合には、当該役務提供事業者が交付した法第二十四条第一項ただし書の書面を当該申込者等が受領した日から起算して八日を経過するまでは、当該申込者等は、書面により当該契約の申込みの撤回又は契約の解除を行うことができること。

(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.

ハ イ又はロの契約の申込みの撤回又は契約の解除は、申込者等が、当該契約の申込みの撤回又は契約の解除に係る書面又は電磁的記録を発した時に、その効力を生ずること。

(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.

ニ イ又はロの契約の申込みの撤回又は契約の解除があつた場合においては、役務提供事業者は、申込者等に対し、その契約の申込みの撤回又は契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。

(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.

ホ イ又はロの契約の申込みの撤回又は契約の解除があつた場合には、既に当該役務提供契約に基づき役務が提供されたときにおいても、役務提供事業者は、申込者等に対し、当該役務提供契約に係る役務の対価その他の金銭の支払を請求することができないこと。

(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.

ヘ イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、当該役務提供契約に関連して金銭を受領しているときは、役務提供事業者は、申込者等に対し、速やかに、その全額を返還すること。

(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.

	ト イ又はロの契約の申込みの撤回又は契約の解除を行つた場合において、当該役務提供契約に係る役務の提供に伴い申込者等の土地又は建物その他の工作物の現状が変更されたときは、当該申込者等は、当該役務提供事業者に対し、その原状回復に必要な措置を無償で講ずることを請求することができること。 (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 当該売買契約又は役務提供契約に係る商品又は役務の提供が法第二十六条第四項第一号の政令で定める商品又は役務の提供に該当する場合において、その売買契約又は役務提供契約の申込みの撤回又はその売買契約又は役務提供契約の解除を行うことができないこととするときは、前項の書面には、次の各号に掲げる内容を記載しなければならない。

(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:

一 商品又は役務の名称その他当該商品又は役務を特定し得る事項

(i) the name of the goods or the services and matters that can identify the goods or the services; and

二 当該商品又は役務については契約の申込みの撤回又は契約の解除を行うことができないこと。

(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 当該役務提供契約に係る役務の提供が法第二十六条第四項第二号の政令で定める役務の提供に該当する場合において、その役務提供契約の申込みの撤回又はその役務提供契約の解除を行うことができないこととするときは、第一項の書面には、次の各号に掲げる内容を記載しなければならない。

(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:

一 役務の名称その他当該役務を特定し得る事項

(i) the name of the services and matters that can identify the services; and

二 当該役務については契約の申込みの撤回又は契約の解除を行うことができないこと。

(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 当該売買契約に係る商品が法第二十六条第五項第一号の政令で定める商品に該当する場合において、当該商品を使用し又はその全部若しくは一部を消費したときはその売買契約の申込みの撤回又はその売買契約の解除を行うことができないこととするときは、第一項の書面には、同項の表第一号の下欄に掲げる内容のほか、次の各号に掲げる内容を記載しなければならない。

(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:

一 商品の名称その他当該商品を特定し得る事項

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

二 当該商品を使用し又はその全部若しくは一部を消費したとき（当該販売業者が当該申込者等に当該商品を使用させ、又はその全部若しくは一部を消費させた場合を除く。）は契約の申込みの撤回又は契約の解除を行うことができないこと。

(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 法第十九条第二項に規定する場合であつて、当該売買契約に係る商品若しくは特定権利の代金又は当該役務提供契約に係る役務の対価の総額が法第二十六条第五項第三号の政令で定める金額に満たない場合において、その売買契約若しくは役務提供契約の申込みの撤回又はその売買契約若しくは役務提供契約の解除を行うことができないこととするときは、第一項の書面には、その契約の申込みの撤回又は契約の解除を行うことができない旨を記載しなければならない。

(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 前各項に掲げる事項は赤字の中に赤字で記載しなければならない。

(6) The matters stated in the preceding paragraphs must be indicated in red letters within the red frame.

(法第十八条第一項の規定により交付しなければならない書面の交付に係る電磁的方法)

(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)

第四十八条 法第十八条第二項の電磁的方法は、次に掲げるものとする。

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

一 電子情報処理組織（販売業者又は役務提供事業者の使用に係る電子計算機と申込みをした者の使用に係る電子計算機とを電気通信回線で接続した電子情報処理組織をいう。第五十一条及び第六十一条において同じ。）を使用する方法のうちイ又はロに掲げるもの

(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

イ 販売業者又は役務提供事業者の使用に係る電子計算機と申込みをした者の使用に係る電子計算機とを接続する電気通信回線を通じて送信し、当該申込みをした者の使用に係る電子計算機に備えられたファイルに記録する方法

(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

ロ 販売業者又は役務提供事業者の使用に係る電子計算機に備えられたファイルに記録された書面に記載すべき事項を電気通信回線を通じて申込みをした者の閲覧に供し、当該申込みをした者の使用に係る電子計算機に備えられたファイルに当該事項を記録する方法

(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;

二 電磁的記録媒体をもつて調製するファイルに書面に記載すべき事項を記録したものを交付する方法

(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 前項に掲げる方法は、次に掲げる基準に適合するものでなければならない。

(2) The means stated in the preceding paragraph must conform to the following standards:

一 申込みをした者がファイルへの記録を出力することにより書面を作成できるものであること。

(i) the means which enables a person who made an offer to prepare a document by outputting what has been recorded in a file;

二 ファイルに記録された書面に記載すべき事項について、改変が行われていないかどうかを確認することができる措置が講じられていること。

(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

三 前項第一号ロに掲げる方法にあつては、ファイルに記録された書面に記載すべき事項を販売業者又は役務提供事業者の使用に係る電子計算機に備えられたファイルに記録する旨又は記録した旨を申込みをした者に対し通知するものであること。

(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 販売業者又は役務提供事業者は、第一項に掲げる方法により法第十八条第一項の規定による書面の交付に代えて当該書面に記載すべき事項を提供するときは、申込みをした者が当該事項を明瞭に読むことができるように表示しなければならない。

(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.

(法第十八条第一項の規定により交付しなければならない書面の交付に係る電磁的方法の種類及び内容)

(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)

第四十九条 令第九条第一項の規定により示すべき電磁的方法の種類及び内容は、次に掲げるものとする。

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:

- 一 前条第一項に掲げる方法のうち、販売業者又は役務提供事業者が使用するもの
(i) a means stated in paragraph (1) of the preceding Article that is used by a seller or a service provider; and
- 二 ファイルへの記録の方式
(ii) the format for recording matters into a file.

(法第十八条第二項の規定による承諾の取得に当たつての説明及び確認等)

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

第五十条 販売業者又は役務提供事業者は、前条に掲げる事項を示すときは、申込みをした者に対し、次に掲げる事項を説明しなければならない。

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:

- 一 申込みをした者がこの項の説明及び第三項の確認を受けた上で、法第十八条第二項の規定による承諾をしなければ、同条第一項の書面が交付されること。

(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;

- 二 法第十八条第二項の規定による電磁的方法により提供される事項は、同条第一項の書面に記載すべき事項であり、かつ、申込みをした者にとって重要なものであること。

(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;

- 三 法第十八条第一項の書面に記載すべき事項を同条第二項の規定による電磁的方法（第四十八条第一項第一号に掲げる方法に限る。）により提供する場合においては、申込みをした者の使用に係る電子計算機に備えられたファイルへの記録がされた時に当該申込みをした者に到達したものとみなされ、かつ、当該記録がされた日から起算して八日を経過した場合においては、法第二十四条第一項の規定による申込みの撤回等ができなくなること。

(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

四 法第十八条第二項の規定による電磁的方法により提供される事項を閲覧するために必要な電子計算機（その映像面の最大径をセンチメートル単位で表した数値を二・五四で除して小数点以下を四捨五入した数値が五以上である電子計算機をいう。以下この条において同じ。）を日常的に使用し、かつ、当該提供を受けるために電子計算機を自ら操作（当該提供が完結するまでの操作をいう。第三項第一号において同じ。）することができる申込みをした者に限り、法第十八条第二項の規定による電磁的方法による提供を受けることができること。

(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 販売業者又は役務提供事業者は、前項の説明をするときは、申込みをした者が理解できるように平易な表現を用いなければならない。

(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 販売業者又は役務提供事業者は、第一項の説明をした上で、次に掲げる事項を確認しなければならない。

(3) After giving the explanation referred to paragraph (1), a seller or a service provider must confirm the following matters:

一 申込みをした者が電子メールの送受信その他の法第十八条第二項の規定による電磁的方法により提供される事項を閲覧するために必要な操作を自ら行うことができ、かつ、当該申込みをした者が当該閲覧のために必要な電子計算機及び電子メールアドレス（電子メールにより提供される場合に限る。）を日常的に使用していること。

(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;
- 二 申込みをした者が閲覧のために必要な電子計算機に係るサイバーセキュリティを確保していること。
- (ii) a person who made an offer ensures cybersecurity for a computer that is necessary for inspection; and
- 三 申込みをした者が法第十八条第二項の規定による電磁的方法により提供される事項を当該申込みをした者があらかじめ指定する者に対しても電子メールにより送信することを求める意思の有無及び当該送信を求める場合においては、当該者の電子メールアドレス
- (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 販売業者又は役務提供事業者は、前項の確認をするときは、申込みをした者が日常的に使用する電子計算機を自ら操作し、当該販売業者又は役務提供事業者の令第二条第一号に規定するウェブページ等を利用する方法により行わなければならない。
- (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 販売業者又は役務提供事業者は、申込みをした者が令第九条第一項の書面等に当該申込みをした者の氏名及び第一項の説明の内容を理解した旨を記入することにより、法第十八条第二項の規定による承諾を得るものとする。この場合において、販売業者又は役務提供事業者は、記号の記入その他の当該申込みをした者の当該承諾に係る認識が明らかにならない方法を用いてはならない。
- (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 販売業者又は役務提供事業者は、申込みをした者が第三項第三号の規定により電子メールの送信を求める場合においては、当該申込みをした者があらかじめ指定する者に対し、法第十八条第二項の規定による電磁的方法による提供と同時に送信しなければならない。
- (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 販売業者又は役務提供事業者は、第一項の説明及び第三項の確認をした上で、法第十八条第二項の規定による承諾を得たときは、申込みをした者に対し、同項の規定による電磁的方法による提供を行うまでに、当該承諾を得たことを証する書面（当該承諾を書面によつて得た場合においては、当該書面の写しを含む。）を交付しなければならない。

- (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.

（法第十八条第一項の規定により交付しなければならない書面の交付に係る情報通信の技術を利用した承諾の取得）

(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)

第五十一条 令第九条第一項の主務省令で定める方法は、次に掲げるものとする。

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:

一 電子情報処理組織を使用する方法のうちイ又はロに掲げるもの

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

イ 申込みをした者の使用に係る電子計算機から電気通信回線を通じて販売業者又は役務提供事業者の使用に係る電子計算機に令第九条第一項の承諾又は同条第二項の申出（以下この項において「承諾等」という。）をする旨を送信し、当該電子計算機に備えられたファイルに記録する方法

- (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

ロ 販売業者又は役務提供事業者の使用に係る電子計算機に備えられたファイルに

記録された第四十九条に掲げる電磁的方法の種類及び内容を電気通信回線を通じて申込みをした者の閲覧に供し、当該電子計算機に備えられたファイルに承諾等をする旨を記録する方法

(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;

二 電磁的記録媒体をもつて調製するファイルに承諾等をする旨を記録したものを交付する方法

(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 前項に掲げる方法は、販売業者又は役務提供事業者がファイルへの記録を出力することにより書面を作成できるものでなければならない。

(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.

(令第九条第三項の規定による確認)

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

第五十二条 令第九条第三項の規定による確認は、電話、電子情報処理組織を使用する方法その他の方法で申込みをした者の使用に係る電子計算機に備えられたファイルに記録され、かつ、当該申込みをした者が閲覧することができる状態に置かれたことを確認することにより行うものとする。

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.

(法第十八条第三項の主務省令で定める方法)

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

第五十三条 法第十八条第三項の主務省令で定める方法は、第四十八条第一項第二号に掲げる方法とする。

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).

(電話勧誘販売における契約締結時交付書面の記載事項)

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

第五十四条 法第十九条第二項の主務省令で定める事項は、次のとおりとする。

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

一 販売業者又は役務提供事業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(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;

二 売買契約又は役務提供契約の締結を担当した者の氏名

(ii) the name of a person who has been in charge of the entrance into the sales contract or the service contract;

三 売買契約又は役務提供契約の締結の年月日

(iii) the date on which the sales contract or the service contract has been entered into;

四 商品名及び商品の商標又は製造者名

(iv) the name of the goods and the trademark or the name of the manufacturer of the goods;

五 商品に型式があるときは、当該型式

(v) the model number of the goods, if any;

六 商品の数量

(vi) quantity of the goods;

七 引き渡された商品が種類又は品質に関して契約の内容に適合しない場合の販売業者の責任についての定めがあるときは、その内容

(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;

八 契約の解除に関する定めがあるときは、その内容

(viii) if there are provisions for cancellation of the contract, the details of the provisions; and

九 前二号に掲げるもののほか特約があるときは、その内容

(ix) beyond what is stated in the preceding two items, if there are any special provisions, the details of the special provisions.

(法第十九条第三項において準用する法第十八条第二項及び第三項に係る規定の準用)

(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)

第五十五条 第四十八条から第五十三条までの規定は、法第十九条第三項において法第十八条第二項及び第三項の規定を準用する場合について準用する。この場合において、「同条第一項」とあり、及び「法第十八条第一項」とあるのは「法第十九条第一項又は第二項」と、「申込みをした者」とあるのは「購入者又は役務の提供を受ける者」と読み替えるものとする。

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."

(電話勧誘販売における承諾等の通知)

(Notice of Acceptance in Telemarketing Sales)

第五十六条 法第二十条第一項の主務省令で定める事項は、次のとおりとする。

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

一 申込みを承諾する旨又は承諾しない旨（当該商品若しくは当該権利の代金又は当該役務の対価の受領前にその申込みを承諾する旨又は承諾しない旨をその申込みをした者に通知している場合には、その旨）

(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);

二 販売業者又は役務提供事業者の氏名又は名称、住所及び電話番号

(ii) the name, address, and telephone number of the seller or the service provider;

三 受領した金銭の額及びそれ以前に受領した金銭があるときはその合計額

(iii) the amount of money received and the total amount if any money has been received previously;

四 当該金銭を受領した年月日

(iv) the date on which the money has been received;

五 申込みを受けた商品名及びその数量又は権利若しくは役務の種類

(v) the name and quantity of the goods or the type of rights or services for which the offer has been made; and

六 申込みを承諾するときは、その商品の引渡時期若しくは権利の移転時期又は役務の提供時期

(vi) when accepting the offer; the delivery date of the goods, the transfer date

of the rights, or the date of providing the services.

第五十七条 法第二十条第一項の規定により申込みをした者に書面により通知するときは、次に定めるところにより行わなければならない。

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:

一 申込みを承諾しない旨を通知するときは、既に受領している金銭を直ちに返還する旨及びその方法を記載すること。

(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

二 商品の引渡時期若しくは権利の移転時期又は役務の提供時期は期間又は期限をもつて表示すること。

(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 前項の書面には日本産業規格Z 8305に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(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.

(法第二十条第一項の規定による承諾等の通知に係る電磁的方法)

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

第五十八条 法第二十条第二項の電磁的方法は、第四十八条第一項に掲げるものとする。

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 前項に掲げる方法は、次に掲げる基準に適合するものでなければならない。

(2) The means stated in the preceding paragraph must conform to the following standards:

一 申込みをした者がファイルへの記録を出力することにより書面を作成できるものであること。

(i) the means which enables a person who made an offer to prepare a document by outputting what has been recorded in a file;

二 ファイルに記録された書面に記載すべき事項について、改変が行われていないかどうかを確認することができる措置が講じられていること。

(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

三 第四十八条第一項第一号ロに掲げる方法にあつては、ファイルに記録された書面に記載すべき事項を販売業者又は役務提供事業者の使用に係る電子計算機に備えられたファイルに記録する旨又は記録した旨を申込みをした者に対し通知するものであること。

(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 販売業者又は役務提供事業者は、第一項に掲げる方法により法第二十条第一項の規定による書面による通知に代えて当該書面に記載すべき事項を提供するときは、申込みをした者が当該事項を明瞭に読むことができるように表示しなければならない。

(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.

(法第二十条第一項の規定による承諾等の通知に係る電磁的方法の種類及び内容)
(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)

第五十九条 令第十条第一項の規定により示すべき電磁的方法の種類及び内容は、次に掲げるものとする。

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:

一 第四十八条第一項に掲げる方法のうち、販売業者又は役務提供事業者が使用するもの

(i) a means stated in Article 48, paragraph (1) that is used by a seller or a service provider; and

二 ファイルへの記録の方式

(ii) the format for recording matters into a file.

(法第二十条第二項の規定による承諾の取得に当たつての説明及び確認等)
(Explanation and Confirmation in Obtaining the Consent Under the Provisions of Article 20, Paragraph (2) of the Act)

第六十条 販売業者又は役務提供事業者は、前条に掲げる事項を示すときは、申込みをした者に対し、次に掲げる事項を説明しなければならない。

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:

一 申込みをした者がこの項の説明及び第三項の確認を受けた上で、法第二十条第二項の規定による承諾をしなければ、同条第一項の書面により通知されること。

(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;

二 法第二十条第二項の規定による電磁的方法により提供される事項は、同条第一項の書面による通知に記載すべき事項であり、かつ、申込みをした者にとって重要なものであること。

(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

三 法第二十条第二項の規定による電磁的方法により提供される事項を閲覧するために必要な電子計算機（その映像面の最大径をセンチメートル単位で表した数値を二・五四で除して小数点以下を四捨五入した数値が五以上である電子計算機をいう。以下この条において同じ。）を日常的に使用し、かつ、当該提供を受けるために電子計算機を自ら操作（当該提供が完結するまでの操作をいう。第三項第一号において同じ。）することができる申込みをした者に限り、法第二十条第二項の規定による電磁的方法による提供を受けることができること。

(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 販売業者又は役務提供事業者は、前項の説明をするときは、申込みをした者が理解できるように平易な表現を用いなければならない。

(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 販売業者又は役務提供事業者は、第一項の説明をした上で、次に掲げる事項を確認しなければならない。

(3) After giving the explanation referred to paragraph (1), a seller or a service

provider must confirm the following matters:

一 申込みをした者が電子メールの送受信その他の法第二十条第二項の規定による電磁的方法により提供される事項を閲覧するために必要な操作を自ら行うことができ、かつ、当該申込みをした者が当該閲覧のために必要な電子計算機及び電子メールアドレス（電子メールにより提供される場合に限る。）を日常的に使用していること。

(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;

二 申込みをした者が閲覧のために必要な電子計算機に係るサイバーセキュリティを確保していること。

(ii) a person who made an offer ensures cybersecurity for a computer that is necessary for inspection; and

三 申込みをした者が法第二十条第二項の規定による電磁的方法により提供される事項を当該申込みをした者があらかじめ指定する者に対しても電子メールにより送信することを求める意思の有無及び当該送信を求める場合においては、当該者の電子メールアドレス

(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 販売業者又は役務提供事業者は、前項の確認をするときは、申込みをした者が日常的に使用する電子計算機を自ら操作し、当該販売業者又は役務提供事業者の令第二条第一号に規定するウェブページ等を利用する方法により行わなければならない。

(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 販売業者又は役務提供事業者は、申込みをした者が令第十条第一項の書面等に当該申込みをした者の氏名及び第一項の説明の内容を理解した旨を記入することにより、法第二十条第二項の規定による承諾を得るものとする。この場合において、販売業者又は役務提供事業者は、記号の記入その他の当該申込みをした者の当該承諾に係る認識が明らかにならない方法を用いてはならない。

(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 販売業者又は役務提供事業者は、申込みをした者が第三項第三号の規定により電子メールの送信を求める場合においては、当該申込みをした者があらかじめ指定する者に対し、法第二十条第二項の規定による電磁的方法による提供と同時に送信しなければならない。

(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 販売業者又は役務提供事業者は、第一項の説明及び第三項の確認をした上で、法第二十条第二項の規定による承諾を得たときは、申込みをした者に対し、同項の規定による電磁的方法による提供を行うまでに、当該承諾を得たことを証する書面（当該承諾を書面によつて得た場合においては、当該書面の写しを含む。）を交付しなければならない。

(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.

（法第二十条第一項の規定による承諾等の通知に係る情報通信の技術を利用した承諾の取得）

(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)

第六十一条 令第十条第一項の主務省令で定める方法は、次に掲げるものとする。

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:

一 電子情報処理組織を使用する方法のうちイ又はロに掲げるもの

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

イ 申込みをした者の使用に係る電子計算機から電気通信回線を通じて販売業者又は役務提供事業者の使用に係る電子計算機に令第十条第一項の承諾又は同条第二項の申出（以下この項において「承諾等」という。）をする旨を送信し、当該電

子計算機に備えられたファイルに記録する方法

- (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

ロ 販売業者又は役務提供事業者の使用に係る電子計算機に備えられたファイルに記録された第五十九条に掲げる電磁的方法の種類及び内容を電気通信回線を通じて申込みをした者の閲覧に供し、当該電子計算機に備えられたファイルに承諾等をする旨を記録する方法

- (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;

二 電磁的記録媒体をもつて調製するファイルに承諾等をする旨を記録したものを交付する方法

- (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 前項に掲げる方法は、販売業者又は役務提供事業者がファイルへの記録を出力することにより書面を作成できるものでなければならない。

- (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.

(電話勧誘販売における重要事項)

(Important Matters in Telemarketing Sales)

第六十二条 法第二十一条第一項第一号の主務省令で定める事項は、次の各号に掲げるものとする。

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:

一 商品の効能

- (i) the efficacy of the goods;

二 商品の商標又は製造者名

- (ii) the trademark or the name of the manufacturer of the goods;

三 商品の販売数量

(iii) quantity of goods sold;

四 商品の必要数量

(iv) quantity of goods required; and

五 役務又は権利に係る役務の効果

(v) the effects of the services relating to the services or rights.

(電話勧誘顧客の財産の状況に照らし不相当と認められる行為)

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

第六十三条 法第二十二条第一項第四号の主務省令で定める行為は、次の各号に掲げるものとする。

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:

一 正当な理由がないのに電話勧誘販売に係る売買契約又は役務提供契約の締結について、当該売買契約又は役務提供契約に基づく債務を履行することにより電話勧誘顧客（法第二条第三項の電話勧誘顧客をいう。次条第三号において同じ。）にとつて当該売買契約に係る商品若しくは特定権利（法第二条第四項第一号に掲げるものに限る。以下この号及び次号において同じ。）と同種の商品若しくは特定権利の分量がその日常生活において通常必要とされる分量を著しく超えることとなること又は当該役務提供契約に係る役務と同種の役務の提供を受ける回数若しくは期間若しくはその分量がその日常生活において通常必要とされる回数、期間若しくは分量を著しく超えることとなることを知りながら勧誘すること。

(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

二 正当な理由がないのに電話勧誘販売に係る売買契約又は役務提供契約の締結について、当該売買契約に係る商品若しくは特定権利と同種の商品若しくは特定権利の分量がその日常生活において通常必要とされる分量を既に著しく超えていること又

は当該役務提供契約に係る役務と同種の役務の提供を受ける回数若しくは期間若しくはその分量がその日常生活において通常必要とされる回数、期間若しくは分量を既に著しく超えていることを知りながら勧誘すること。

- (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.

(電話勧誘販売における禁止行為)

(Prohibited Acts in Telemarketing Sales)

第六十四条 法第二十二条第一項第五号の主務省令で定める行為は、次の各号に掲げるものとする。

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:

- 一 電話勧誘販売に係る売買契約若しくは役務提供契約の締結について迷惑を覚えさせるような仕方で勧誘をし、又は電話勧誘販売に係る売買契約若しくは役務提供契約の申込みの撤回若しくは解除について迷惑を覚えさせるような仕方でこれを妨げること。

- (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;

- 二 若年者、高齢者その他の者の判断力の不足に乘じ、電話勧誘販売に係る売買契約又は役務提供契約を締結させること。

- (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;

- 三 電話勧誘顧客の知識、経験及び財産の状況に照らして不相当と認められる勧誘を行うこと（法第二十二条第一項第四号に定めるものを除く。）。

- (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);

- 四 電話勧誘販売に係る売買契約又は役務提供契約を締結するに際し、当該契約に係る書面に年齢、職業その他の事項について虚偽の記載をさせること。

(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;

五 電話勧誘販売に係る売買契約又は役務提供契約の相手方に当該契約に基づく債務を履行させるため、次に掲げる行為を行うこと。

(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:

イ 当該電話勧誘販売に係る売買契約又は役務提供契約の相手方の年収、預貯金又は借入れの状況その他の支払能力に関する事項について虚偽の申告をさせること。

(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

ロ 当該電話勧誘販売に係る売買契約又は役務提供契約の相手方に割賦販売法第三十五条の三の三第一項に規定する個別信用購入あっせん関係受領契約若しくは金銭の借入れに係る契約を締結させ、又は預貯金を引き出させるため、迷惑を覚えさせるような仕方でこれを勧誘すること。

(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;

六 法第二十六条第五項第一号の政令で定める商品の売買契約の解除を妨げるため、当該売買契約を締結した際、購入者に当該商品を使用させ又はその全部若しくは一部を消費させること。

(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

七 法第十八条第二項（法第十九条第三項において準用する場合を含む。）の規定により法第十八条第一項の規定により交付する書面（法第十九条第三項において準用する場合にあつては同条第一項又は第二項の規定により交付する書面）に記載すべき事項を電磁的方法により又は法第二十条第二項の規定により同条第一項の規定により通知する書面に記載すべき事項を電磁的方法により提供するに際し、次に掲げる行為を行うこと。

(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:

イ 電磁的方法による提供を希望しない旨の意思を表示した顧客又は購入者若しくは役務の提供を受ける者に対し、電磁的方法による提供に係る手続を進める行為

(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;

ロ 顧客又は購入者若しくは役務の提供を受ける者の判断に影響を及ぼすこととなるものにつき、不実のことを告げる行為（法第二十一条第一項に規定する行為を除く。）

(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);

ハ 威迫して困惑させる行為（法第二十一条第三項に規定する行為を除く。）

(c) an act of using intimidation to overwhelm a person (excluding the acts prescribed in Article 21, paragraph (3) of the Act);

ニ 財産上の利益を供与する行為

(d) an act of giving an economic advantage;

ホ 法第十八条第一項又は法第十九条第一項若しくは第二項の規定による書面の交付又は法第二十条第一項の規定による書面による通知につき、費用の徴収その他財産上の不利益を与える行為（ニに掲げる行為を除く。）

(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));

ヘ 第五十条第三項又は第六十条第三項の確認に際し、偽りその他不正の手段により顧客又は購入者若しくは役務の提供を受ける者に不当な影響を与える行為

(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);

ト 第五十条第三項又は第六十条第三項の確認をせず、又は確認ができない顧客又は購入者若しくは役務の提供を受ける者に対し電磁的方法による提供をする行為

(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;

チ 偽りその他不正の手段により顧客又は購入者若しくは役務の提供を受ける者の承諾を代行し、又は電磁的方法により提供される事項の受領を代行する行為

(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

リ イからチまでに掲げるもののほか、顧客又は購入者若しくは役務の提供を受ける者の意に反して承諾させ、又は電磁的方法により提供される事項を受領させる行為

(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.

(法第二十三条の二第一項の主務省令で定める者)

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

第六十五条 法第二十三条の二第一項の主務省令で定める者は、法第二十三条第一項前段の規定により停止を命ぜられた業務の遂行に主導的な役割を果たしている者とする。

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.

(契約の申込みの撤回等の妨害後の書面の交付)

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

第六十六条 法第二十四条第一項ただし書の書面には、次に掲げる事項を記載しなければならない。

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

一 商品若しくは権利の販売価格又は役務の対価

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

二 法第二十四条第一項ただし書の規定に基づき、当該書面を受領した日から起算して八日を経過するまでは、書面又は電磁的記録により売買契約若しくは役務提供契約の申込みの撤回又は売買契約若しくは役務提供契約の解除を行うことができること。

- (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;
- 三 法第二十四条第二項から第七項までの規定に関する事項
- (iii) matters concerning the provisions of Article 24, paragraphs (2) through (7) of the Act;
- 四 売買契約の申込みの撤回又は売買契約の解除があつた場合において、商品又は権利の代金が支払われているときは、販売業者は、申込者等に対し、速やかに、その全額を返還すること。
- (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.;
- 五 販売業者又は役務提供事業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名
- (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;
- 六 売買契約又は役務提供契約の申込み又は締結を担当した者の氏名
- (vi) the name of the person who has been in charge of an offer or entrance into the sales contract or the service contract;
- 七 売買契約又は役務提供契約の申込み又は締結の年月日
- (vii) the date on which the sales contract or the service contract has been offered or entered into;
- 八 商品名及び商品の商標又は製造者名
- (viii) the name of the goods and the trademark or the name of the manufacturer of the goods;
- 九 商品の型式又は種類（権利又は役務の場合にあつては、当該権利又は当該役務の種類）
- (ix) the model number or type of goods (in the case of rights or services; the type of the rights or services); and
- 十 商品の数量
- (x) quantity of the goods.
- 2 書面には日本産業規格 Z 8305 に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。
- (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 書面に記載するに際し、第一項第二号から第四号に掲げる内容については赤枠の中に赤字で記載しなければならない。
- (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 前三項の規定により交付する書面は、様式第一によること。

(4) The document to be delivered pursuant to the provisions of preceding three paragraphs must be provided in accordance with Form 1.

5 販売業者又は役務提供事業者は、法第二十四条第一項ただし書の書面を申込者等に交付した際には、直ちに申込者等が当該書面を見ていることを確認した上で、第一項第二号から第四号までに掲げる内容について申込者等に告げなければならない。

(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.

第五節 雑則

Section 5 Miscellaneous Provisions

(契約の締結後直ちに履行された場合)

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

第六十七条 法第二十六条第三項の主務省令で定める場合は、次の各号に掲げるものとする。

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:

一 当該役務提供契約の締結後、直ちにその全部が履行された場合

(i) if all of the provision of services has been undertaken immediately after the entrance into the service contract; and

二 当該役務提供契約の締結後、直ちにその全部が履行されることとなつている場合であつて、役務の提供を受ける者の申出によつて、その一部のみが履行された場合

(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.

第二章 連鎖販売取引

Chapter II Multilevel Marketing Transactions

(特定利益)

(Specified Profits)

第六十八条 法第三十三条第一項の主務省令で定める要件は、次のいずれかとする。

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:

一 商品（法第三十三条第一項の商品をいう。次条、第七十条、第七十三条、第八十条及び第九十条を除き、以下この章において同じ。）の再販売、受託販売若しくは販売のあつせんをする他の者又は同種役務の提供若しくは役務の提供のあつせんをする他の者が提供する取引料により生ずるものであること。

(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;

二 商品の再販売、受託販売若しくは販売のあつせんをする他の者に対する商品の販売又は同種役務の提供若しくは役務の提供のあつせんをする他の者に対する役務の提供により生ずるものであること。

(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

三 商品の再販売、受託販売若しくは販売のあつせんをする他の者が取引料の提供若しくは商品の購入を行う場合又は同種役務の提供若しくは役務の提供のあつせんをする他の者が取引料の提供若しくは役務の対価の支払を行う場合に当該他の者以外の者が提供する金品により生ずるものであること。

(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.

（連鎖販売取引における重要事項）

(Important Matters in Multilevel Marketing Transactions)

第六十九条 法第三十四条第一項第一号の主務省令で定める事項は、次の各号に掲げるものとする。

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:

一 商品の効能

(i) the efficacy of the goods;

二 商品の商標又は製造者名

(ii) the trademark or the name of the manufacturer of the goods;

三 商品の販売数量

(iii) quantity of goods sold; and

四 役務又は権利に係る役務の効果

(iv) the effects of the services relating to the services or rights.

(法第三十四条第四項の主務省令で定める場所)

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

第七十条 法第三十四条第四項の主務省令で定める場所は、次の各号に掲げるものとする。

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:

一 営業所

(i) a business office;

二 代理店

(ii) an agency;

三 露店、屋台店その他これらに類する店

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

四 前三号に掲げるもののほか、一定の期間にわたり、商品を陳列し、当該商品を販売する場所であつて、店舗に類するもの

(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

五 自動販売機その他の設備であつて、当該設備により売買契約又は役務提供契約の締結が行われるものが設置されている場所

(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.

(連鎖販売取引についての広告)

(Advertisements for Multilevel Marketing Transactions)

第七十一条 法第三十五条第四号の主務省令で定める事項は、次に掲げるものとする。

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

一 広告をする統括者、勧誘者又は一般連鎖販売業者の氏名又は名称、住所及び電話番号（勧誘者又は一般連鎖販売業者にあつては、その連鎖販売業に係る統括者の氏名又は名称、住所及び電話番号を含む。）

(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);

二 統括者、勧誘者又は一般連鎖販売業者が法人であつて、電子情報処理組織を使用する方法により広告をする場合には、当該統括者、勧誘者若しくは一般連鎖販売業

者の代表者又は連鎖販売業に関する業務の責任者の氏名

(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;

三 統括者、勧誘者又は一般連鎖販売業者が外国法人又は外国に住所を有する個人であつて、国内に事務所等を有する場合には、当該事務所等の所在場所及び電話番号

(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.

四 商品名

(iv) the name of the goods; and

五 連鎖販売取引電子メール広告（法第三十六条の三第一項第一号の連鎖販売取引電子メール広告をいう。以下同じ。）をするときは、統括者、勧誘者又は一般連鎖販売業者の電子メールアドレス

(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.

第七十二条 法第三十五条の規定により連鎖販売取引について広告をするときは同条第二号の事項については商品の購入金額若しくは役務の対価の支払の金額又は取の金額（商品の購入又は役務の対価の支払と取引料の提供とが併せて行われる場合にあっては、その商品の購入金額又はその役務の対価の支払の金額と取引料の金額との合計額）を明示しなければならない。

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 法第三十五条の規定により連鎖販売取引について広告をするときは、同条第三号の事項については次に定めるところにより表示しなければならない。

(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:

一 商品の再販売、受託販売若しくは販売のあつせんをする他の者に対する商品の販売金額又は同種役務の提供若しくは役務の提供のあつせんをする他の者に対する役務の対価の支払の金額に対して収受し得る特定利益の金額の割合その他の特定利益の計算の方法の概要を表示すること。

(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;

二 前号に掲げるもののほか、特定利益の全部又は一部が支払われないこととなる場合があるときは、その条件を表示すること。

(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

三 収受し得る金額その他の特定利益の指標を表示するときは、その指標と同等の水準の特定利益を実際に収受している者が当該連鎖販売業に係る商品の再販売、受託販売若しくは販売のあつせんをする者又は同種役務の提供若しくは役務の提供のあつせんをする者の多数を占めることを示す数値を表示するなど、特定利益の見込みについて正確に理解できるように、根拠又は説明を表示すること。

(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.

(誇大広告等の禁止)

(Prohibition of Misleading Advertising)

第七十三条 法第三十六条の主務省令で定める事項は次のとおりとする。

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

一 商品の種類、性能、品質若しくは効能、役務の種類、内容若しくは効果又は権利の種類、内容若しくはその権利に係る役務の種類、内容若しくは効果

(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;

二 商品の原産地若しくは製造地、商標又は製造者名

(ii) the place of origin or place of production, the trademark, or the name of the manufacturer of the goods;

三 当該連鎖販売取引に伴う特定負担に関する事項

(iii) matters concerning the specified burden for the multilevel marketing transactions;

四 連鎖販売業に係る特定利益に関する事項

(iv) matters concerning the specified profits relating to multilevel marketing;

五 商品、権利若しくは役務、統括者、勧誘者若しくは一般連鎖販売業者又は統括者、勧誘者若しくは一般連鎖販売業者の行う事業についての国、地方公共団体、著名な法人その他の団体又は著名な個人の関与

(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

六 連鎖販売業に係る連鎖販売取引についての契約の解除に関する事項（法第四十条第一項から第三項まで及び法第四十条の二第一項から第五項までの規定に関する事項を含む。）

(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).

（法第三十六条の三第一項第二号の主務省令で定める場合）

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

第七十四条 法第三十六条の三第一項第二号の主務省令で定める場合は次のいずれかの場合とする。

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:

一 相手方の請求に基づいて、又はその承諾を得て電磁的方法により送信される電磁的記録の一部に掲載することにより広告がなされる場合

(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

二 電磁的方法により送信しようとする電磁的記録の一部に広告を掲載することを条件として利用者に電磁的方法の使用に係る役務を提供する者（統括者、勧誘者又は一般連鎖販売業者が当該役務を提供する者である場合を含む。）による当該役務の提供に際して、広告がなされる場合（利用者を誘引し、又は強制し、当該役務を利

用して電磁的記録を送信させることにより、当該役務の提供に際して広告をするときを除く。)

- (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).

(記録の保存)

(Preservation of Records)

第七十五条 法第三十六条の三第三項の主務省令で定めるものは次に掲げるものとする。

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:

- 一 電子情報処理組織を使用する方法（電磁的方法を除く。）により相手方から承諾を得、又は請求を受けた場合にあっては、承諾又は請求ごとに当該承諾又は請求があつたことを示す書面等。ただし、統括者、勧誘者又は一般連鎖販売業者が、当該承諾を得、又は請求を受けるために定型的な内容を表示しており、かつ、当該承諾を得、又は請求を受けたときに当該承諾又は請求の内容に係る情報を一覧性のある電磁的記録として自動的に編集する方法を用いている場合であつて、当該定型的な内容の表示において、当該電子計算機の操作が当該相手方に連鎖販売取引電子メール広告をすることを承諾し、又は請求するものであることを容易に認識できるように表示している場合には、当該承諾を得、又は請求を受けるために表示した定型的な内容を示す書面等及び当該内容の表示がされた時期を示す書面等。

- (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

二 電磁的方法、書面その他の方法により相手方から承諾を得、又は請求を受けた場合にあっては、承諾又は請求ごとに当該承諾又は請求があつたことを示す書面等。ただし、統括者、勧誘者又は一般連鎖販売業者が、当該承諾を得、又は請求を受けるために定型的な内容を表示しており、かつ、当該承諾を得、又は請求を受けたときに当該承諾又は請求の内容に係る情報を一覧性のある書面等として正確に編集する方法を用いている場合であつて、当該定型的な内容の表示において、当該電磁的方法による電磁的記録の送信、当該書面への記入その他の行為が当該相手方に連鎖販売取引電子メール広告をすることを承諾し、又は請求するものであることを容易に認識できるよう表示している場合には、当該承諾を得、又は請求を受けるために表示した定型的な内容を示す書面等及び当該内容の表示がされた時期を示す書面等。

(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 前項の書面等は、相手方に対し連鎖販売取引電子メール広告を行つた日から三年間保存しなければならない。

(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.

(連絡方法の表示)

(Indication of Means of Contact)

第七十六条 法第三十六条の三第四項の主務省令で定めるものは、次のいずれかの事項とし、当該事項は、当該連鎖販売取引電子メール広告の本文に容易に認識できるように表示しなければならない。

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:

一 電子メールアドレス（相手方が連鎖販売取引電子メール広告の提供を受けない旨の意思の表示をすることができるものに限る。）

(i) an email address (limited to that which enables a counterparty to indicate the intention not to receive email advertising multilevel marketing transactions); or

二 電子情報処理組織において識別するための文字、記号その他の符号若しくはこれらの結合（電子計算機に入力されることによつて当該電子計算機の映像面に表示される手続に従うことにより、相手方が連鎖販売取引電子メール広告の提供を受けない旨の意思の表示をすることができるものに限る。）又はこれに準ずるもの

(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.

（法第三十六条の四第一項第二号の主務省令で定める場合）

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

第七十七条 法第三十六条の四第一項第二号の主務省令で定める場合は、次のいずれかの場合とする。

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:

一 相手方の請求に基づいて、又はその承諾を得て電磁的方法により送信される電磁的記録の一部に掲載することにより、連鎖販売取引電子メール広告委託者（法第三十六条の四第一項本文の連鎖販売取引電子メール広告委託者をいう。以下同じ。）に係る連鎖販売取引電子メール広告がなされる場合

(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

二 電磁的方法により送信しようとする電磁的記録の一部に広告を掲載することを条件として利用者に電磁的方法の使用に係る役務を提供する者（連鎖販売取引電子メール広告受託事業者（法第三十六条の四第一項本文の連鎖販売取引電子メール広告受託事業者をいう。）が当該役務を提供する者である場合を含む。）による当該役

務の提供に際して、連鎖販売取引電子メール広告委託者に係る連鎖販売取引電子メール広告がなされる場合（利用者を誘引し、又は強制し、当該役務を利用して電磁的記録を送信させることにより、当該役務の提供に際して広告をするときを除く。）

- (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).

（連鎖販売取引における書面の交付）

(Delivery of Documents in Multilevel Marketing Transactions)

第七十八条 法第三十七条第一項の規定により連鎖販売取引に伴う特定負担をしようとする者に交付する書面にはその連鎖販売業に係る次の事項を明記しなければならない。

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:

一 統括者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

- (i) the name, address, and telephone number of the orchestrator, and if the orchestrator is a corporation; the name of their representative;

二 連鎖販売業を行う者が統括者でない場合には、当該連鎖販売業を行う者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

- (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;

三 商品（施設を利用し及び役務の提供を受ける権利を除く。第五号において同じ。）の種類及びその性能若しくは品質に関する重要な事項又は権利若しくは役務の種類及びこれらの内容に関する重要な事項

- (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;

四 商品名

(iv) the name of the goods;

五 商品若しくは権利の販売価格、商品若しくは権利の引渡し若しくは移転の時期及び方法その他の商品若しくは権利の販売条件に関する重要な事項又は役務の対価、役務の提供の時期及び方法その他の役務の提供条件に関する重要な事項

(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;

六 連鎖販売業に係る特定利益に関する事項

(vi) matters concerning the specified profits relating to multilevel marketing;

七 連鎖販売取引に伴う特定負担の内容

(vii) matters concerning the specified burden for multilevel marketing transactions;

八 契約の解除の条件その他の当該連鎖販売業に係る契約に関する重要な事項

(viii) requirements for cancellation of a contract and other important matters concerning contracts for the multilevel marketing;

九 割賦販売法第二条第二項に規定するローン提携販売の方法又は同条第三項に規定する包括信用購入あつせん若しくは同条第四項に規定する個別信用購入あつせんに係る提供の方法により商品の販売又は役務の提供を行う場合には、同法第二十九条の四第二項（同条第三項において準用する場合を含む。）又は同法第三十条の四（同法第三十条の五第一項において準用する場合を含む。）若しくは同法第三十五条の三の十九の規定に基づきローン提携販売業者又は包括信用購入あつせん関係販売業者、個別信用購入あつせん関係販売業者、包括信用購入あつせん関係役務提供事業者若しくは個別信用購入あつせん関係役務提供事業者に対して生じている事由をもつて、商品の購入者又は役務の提供を受ける者はローン提供業者又は包括信用購入あつせん業者若しくは個別信用購入あつせん業者に対抗することができること。

(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

十 法第三十四条に規定する禁止行為に関する事項

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

2 前項の書面には書面の内容を十分に読むべき旨を赤枠の中に赤字で記載しなければならない。

(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 第一項の書面には日本産業規格Z 8305に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(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.

第七十九条 法第三十七条第二項第五号の主務省令で定める事項は、次のとおりとする。

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:

一 統括者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(i) the name, address, and telephone number of the orchestrator, and if the orchestrator is a corporation; the name of their representative;

二 連鎖販売業を行う者が統括者でない場合には、当該連鎖販売業を行う者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(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;

三 契約年月日

(iii) the date of the entrance into;

四 商標、商号その他特定の表示に関する事項

(iv) matters concerning trademarks, trade names, or other specific indications;

五 連鎖販売業に係る特定利益に関する事項

(v) matters concerning the specified profits relating to multilevel marketing;

六 特定負担以外の義務についての定めがあるときは、その内容

(vi) when there are provisions concerning obligations other than the specified burden; the details of the provisions;

七 割賦販売法第二条第二項に規定するローン提携販売の方法又は同条第三項に規定する包括信用購入あつせん若しくは同条第四項に規定する個別信用購入あつせんに係る提供の方法により商品の販売又は役務の提供を行う場合には、同法第二十九条の四第二項（同条第三項において準用する場合を含む。）又は同法第三十条の四（同法第三十条の五第一項において準用する場合を含む。）若しくは同法第三十五条の三の十九の規定に基づきローン提携販売業者又は包括信用購入あつせん関係販売業者、個別信用購入あつせん関係販売業者、包括信用購入あつせん関係役務提供事業者若しくは個別信用購入あつせん関係役務提供事業者に対して生じている事由をもつて、商品の購入者又は役務の提供を受ける者はローン提供業者又は包括信用購入あつせん業者若しくは個別信用購入あつせん業者に対抗することができること。

(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

八 法第三十四条に規定する禁止行為に関する事項

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

第八十条 法第三十七条第二項の規定により連鎖販売業を行う者が契約の相手方に交付する書面（以下この条において「契約書面」という。）には次の表の上欄に掲げる事項については、同表の下欄に掲げる内容を記載しなければならない。

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.

事項 Matters	内容 Details
一 商品若しくは権利の再販売、受託販売若しくは販売のあつせん又は同種役務の提供若しくは役務の提供のあつせんについての条件に関する事項 (1) matters 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	イ 商品又は権利の再販売については、購入する商品又は権利の価格、代金の支払の時期及び方法、商品又は権利の引渡し又は移転の時期及び方法その他商品又は権利の再販売について条件のあるときは、その内容 (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 ロ 商品又は権利の受託販売については、委託を受けて販売する商品又は権利の価格、その引渡し又は移転の時期及び方法、受け取った代金の引渡しの時期及び方法その他商品又は権利の受託販売について条件のあるときは、その内容 (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 ハ 同種役務の提供については、役務の対価、その支払の時期及び方法その他同種役務の提供について条件のあるときは、その内容 (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

	ニ 商品若しくは権利の販売のあつせん又は役務の提供のあつせんについては、当該あつせんについて条件のあるときは、その内容 (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
二 当該連鎖販売取引に伴う特定負担に関する事項 (2) matters Matters concerning the specified burden involved in the Mmultilevel Mmarketing Ttransactions	イ 商品の購入については、その購入先、数量、金額、代金の支払の時期及び方法並びに当該商品の引渡しの時期及び方法 (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 ロ 権利の購入については、その購入先、金額、代金の支払の時期及び方法並びに当該権利の移転の時期及び方法 (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 ハ 役務の対価の支払については、その支払先、金額、対価の支払の時期及び方法並びに当該役務の提供の時期及び方法 (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 ニ 取引料の提供については、その提供先、金額、性格並びに提供の時期及び方法 (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 ホ 取引料のうち返還されるものがあるときは、その返還の条件 (e) when where part of the transaction fee is to be reimbursed, the conditions of the reimbursement

三 法第四十条第一項の規定による当該契約の解除に関する事項（同条第二項及び第三項の規定に関する事項を含む。） (3) matters concerning cancellation of the contract under the provisions of Article 40, paragraph (1) of the Act (including matters concerning the provisions of paragraphs (2) and (3) of that same Article)	イ 契約書面を受領した日（その契約に係る特定負担が再販売をする商品の購入についてのものである場合において、その契約に基づき購入したその商品につき最初の引渡しを受けた日とその受領した日後であるときは、その引渡しを受けた日）から起算して二十日を経過するまでは、連鎖販売加入者は、書面又は電磁的記録によりその契約の解除を行うことができること。 (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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ロ イに記載した事項にかかわらず、連鎖販売加入者が、統括者若しくは勧誘者が法第三十四条第一項の規定に違反し若しくは一般連鎖販売業者が同条第二項の規定に違反して法第四十条第一項の規定による連鎖販売契約の解除に関する事項につき不実のことを告げる行為をしたことにより誤認をし、又は統括者、勧誘者若しくは一般連鎖販売業者が法第三十四条第三項の規定に違反して威迫したことにより困惑し、これらによつて法第四十条第一項の規定による当該契約の解除を行わなかつた場合には、その連鎖販売業に係る統括者、勧誘者又は一般連鎖販売業者が交付した同項の書面を当該連鎖販売加入者が受領した日から起算して二十日を経過するまでは、当該連鎖販売加入者は、書面又は電磁的記録により当該契約の解除を行うことができること。

(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

ハ イ又はロの契約の解除があつた場合において、その連鎖販売業を行う者は、連鎖販売加入者に対し、その契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。

(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

ニ イ又はロの契約の解除は、その契約の解除を行う旨の書面を発した時に、その効力を生ずること。

(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

ホ イ又はロの契約の解除があつた場合において、その契約に係る商品の引渡しに既にされているときは、その引取りに要する費用は、その連鎖販売業を行う者の負担とすること。

(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

	へ イ又はロの契約の解除があつた場合において、当該契約に係る商品若しくは権利の代金若しくは役務の対価の支払又は取引料の提供が行われているときは、連鎖販売業を行う者は、連鎖販売加入者に対し、速やかに、その全額を返還すること。 (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
四 法第四十条の二第一項の規定による商品に係る連鎖販売契約の解除に関する事項（同条第二項から第五項までの規定に関する事項を含む。） (4) 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)	イ 契約書面を受領した日（その契約に係る特定負担が再販売をする商品の購入についてのものである場合において、その契約に基づき購入したその商品につき最初の引渡しを受けた日とその受領した日後であるときは、その引渡しを受けた日）から起算して二十日を経過した後においては、連鎖販売加入者は将来に向かつて連鎖販売契約の解除を行うことができること。 (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

ロ イに記載した事項により連鎖販売契約が解除されたときは、連鎖販売業を行う者は、連鎖販売加入者（当該連鎖販売契約を締結した日から一年を経過していない者に限る。以下この号において同じ。）に対し、契約の締結及び履行のために通常要する費用の額及び次に掲げる額を合算した額にこれに対する法定利率による遅延損害金の額を加算した金額を超える額の金銭の支払を請求することができないこと。

(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:

(1) 当該連鎖販売契約に基づき引渡しがされた当該商品（法第四十条の二第二項の規定により当該商品に係る商品の販売に係る契約（当該連鎖販売契約のうち当該連鎖販売取引に伴う特定負担に係る商品の販売に係る部分を含む。以下この号において「商品販売契約」という。）が解除されたものを除く。）の販売価格に相当する額

(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)

(2) 提供された特定利益その他の金品（法第四十条の二第二項の規定により解除された当該商品販売契約に係る商品に係るものに限る。）に相当する額

(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)

ハ イに記載した事項により連鎖販売契約が解除された場合において、その解除がされる前に、連鎖販売業を行う者が、連鎖販売加入者に対し既に、連鎖販売業に係る商品の販売等を行つているときは、次に掲げる場合を除き、連鎖販売加入者は商品販売契約の解除を行うことができること。

(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:

(1) 当該商品の引渡し（当該商品が施設を利用し又は役務の提供を受ける権利である場合にあっては、その移転。以下この号において同じ。）を受けた日から起算して九十日を経過したとき。

(i) when 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)

(2) 当該商品を再販売したとき。

(ii) when where the goods have been resold

(3) 当該商品を使用し又はその全部若しくは一部を消費したとき（当該連鎖販売業に係る商品の販売を行つた者が当該連鎖販売加入者に当該商品を使用させ、又はその全部若しくは一部を消費させた場合を除く。）。

(iii) when where the goods have been used or consumed in whole or in part (excluding except 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)

(4) 令第二十三条で定めるとき。

(iv) cases specified in Article 23 of the Order

ニ ハに記載した事項により商品販売契約が解除されたときは、連鎖販売業に係る商品の販売を行つた者は、連鎖販売加入者に対し、次の（１）に該当する場合にあつてはその定める額、又は次の（２）に該当する場合にあつてはその定める額にこれに対する法定利率による遅延損害金の額を加算した金額を超える額の金銭の支払を請求することができないこと。

(d) the facta statement that, if when where a sales contract for goods has been canceled pursuant to the matters stated described 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

	(1) 当該商品が返還された場合又は当該商品販売契約の解除が当該商品の引渡し前である場合： 当該商品の販売価格の十分の一に相当する額 (i) if the goods 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
	(2) 当該商品が返還されない場合： 当該商品の販売価格に相当する額 (ii) if the goods were not returned: the amount equivalent to the selling price of the goods へ 連鎖販売契約又は商品販売契約の解除について特約がある場合には、その内容 (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
五 法第四十条の二第一項の規定による役務に係る連鎖販売契約の解除に関する事項（同条第二項から第五項までの規定に関する事項を含む。） (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	イ 契約書面を受領した日から起算して二十日を経過した後においては、連鎖販売加入者は将来に向かつて連鎖販売契約の解除を行うことができること。 (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

of Article 40, paragraphs (2) through (5) of the Act)	ロ イに記載した事項により連鎖販売契約が解除されたときは、連鎖販売業を行う者は、連鎖販売加入者に対し、契約の締結及び履行のために通常要する費用の額及び当該連鎖販売契約に基づき提供された当該役務の対価に相当する額にこれに対する法定利率による遅延損害金の額を加算した金額を超える額の金銭の支払を請求することができないこと。 (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 ハ 連鎖販売契約の解除について特約がある場合には、その内容 (c) if where there are any special provisions concerning cancellation of a multilevel marketing contract, the details of such provisions
六 商標、商号その他特定の表示に関する事項 (6) matters concerning trademarks, trade names, or other specific indications	イ 使用させる商標、商号その他特定の表示 (a) trademarks, trade names, or other specific indications to be used ロ 当該表示の使用について条件があるときは、その内容 (b) if when where there are requirements for use of the indications, the details of the such requirements ハ 商標、商号その他特定の表示の使用を禁じている場合は、その旨 (c) if where use of any trademarks, trade names, or other specific indications is prohibited, a statement to the effect

七 特定利益に関する事項 (7) matters concerning the specified profits	イ 商品若しくは権利の再販売、受託販売若しくは販売のあつせんをする他の者に対する商品若しくは権利の販売金額又は同種役務の提供若しくは役務の提供のあつせんをする他の者に対する役務の対価の支払の金額に対して収受し得る特定利益の金額の割合その他の特定利益の計算の方法 (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 ロ イに掲げるもののほか、特定利益の全部又は一部が支払われないこととなる場合があるときは、その条件 (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 ハ イ及びロに掲げるもののほか、特定利益の支払の時期及び方法その他の特定利益の支払の条件 (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 書面には書面の内容を十分に読むべき旨を赤枠の中に赤字で記載しなければならない。
- (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 書面には日本産業規格Z 8305に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。
- (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 書面に記載するに際し、第一項の表第三号の下欄に掲げる内容については赤枠の中に赤字で記載しなければならない。

- (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.

(法第三十七条第一項又は第二項の規定により交付しなければならない書面の交付に係る電磁的方法)

(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)

第八十一条 法第三十七条第三項の電磁的方法は、次に掲げるものとする。

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

一 電子情報処理組織（連鎖販売業を行う者の使用に係る電子計算機と連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方の使用に係る電子計算機とを電気通信回線で接続した電子情報処理組織をいう。第八十四条において同じ。）を使用する方法のうちイ又はロに掲げるもの

(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

イ 連鎖販売業を行う者の使用に係る電子計算機と連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方の使用に係る電子計算機とを接続する電気通信回線を通じて送信し、当該連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方の使用に係る電子計算機に備えられたファイルに記録する方法

(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

ロ 連鎖販売業を行う者の使用に係る電子計算機に備えられたファイルに記録された書面に記載すべき事項を電気通信回線を通じて連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方の閲覧に供し、当該連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方の使用に係る電子計算機に備えられたファイルに当該事項を記録する方法

- (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;
- 二 電磁的記録媒体をもつて調製するファイルに書面に記載すべき事項を記録したものを交付する方法
- (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 前項に掲げる方法は、次に掲げる基準に適合するものでなければならない。
- (2) The means stated in the preceding paragraph must conform to the following standards:
- 一 連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方がファイルへの記録を出力することにより書面を作成できるものであること。
- (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;
- 二 ファイルに記録された書面に記載すべき事項について、改変が行われていないかどうかを確認することができる措置が講じられていること。
- (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
- 三 前項第一号ロに掲げる方法にあつては、ファイルに記録された書面に記載すべき事項を連鎖販売業を行う者の使用に係る電子計算機に備えられたファイルに記録する旨又は記録した旨を連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方に対し通知するものであること。
- (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 連鎖販売業を行う者は、第一項に掲げる方法により法第三十七条第一項又は第二項の規定による書面の交付に代えて当該書面に記載すべき事項を提供するときは、連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方が当該事項を明

瞭に読むことができるように表示しなければならない。

- (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.

(法第三十七条第一項又は第二項の規定により交付しなければならない書面の交付に係る電磁的方法の種類及び内容)

(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)

第八十二条 令第二十一条第一項の規定により示すべき電磁的方法の種類及び内容は、次に掲げるものとする。

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:

一 前条第一項に掲げる方法のうち、連鎖販売業を行う者が使用するもの

(i) a means stated in paragraph (1) of the preceding Article that is used by a person engaged in multilevel marketing; and

二 ファイルへの記録の方式

(ii) the format for recording matters into a file.

(法第三十七条第三項の規定による承諾の取得に当たつての説明及び確認等)

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

第八十三条 連鎖販売業を行う者は、前条に掲げる事項を示すときは、連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方に対し、次に掲げる事項

(法第三十七条第一項の書面に記載すべき事項を同条第三項に規定する電磁的方法により提供する場合にあつては、第三号に掲げる事項を除く。)を説明しなければならない。

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:

一 連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方がこの項の説明及び第三項の確認を受けた上で、法第三十七条第三項の規定による承諾をしなければ、同条第一項又は第二項の書面が交付されること。

(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;

二 法第三十七条第三項の規定による電磁的方法により提供される事項は、同条第一項又は第二項の書面に記載すべき事項であり、かつ、連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方にとって重要なものであること。

(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;

三 法第三十七条第二項の書面に記載すべき事項を同条第三項の規定による電磁的方法（第八十一条第一項第一号に掲げる方法に限る。）により提供する場合においては、連鎖販売取引の相手方の使用に係る電子計算機に備えられたファイルへの記録がされた時に当該連鎖販売取引の相手方に到達したものとみなされ、かつ、当該記録がされた日から起算して二十日を経過した場合においては、法第四十条第一項の規定による連鎖販売契約の解除ができなくなること。

(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

四 法第三十七条第三項の規定による電磁的方法により提供される事項を閲覧するために必要な電子計算機（その映像面の最大径をセンチメートル単位で表した数値を二・五四で除して小数点以下を四捨五入した数値が五以上である電子計算機をいう。以下この条において同じ。）を日常的に使用し、かつ、当該提供を受けるために電子計算機を自ら操作（当該提供が完結するまでの操作をいう。第三項第一号において同じ。）することができる連鎖販売取引に伴う特定負担をしようとする者又は連

連鎖販売取引の相手方に限り、法第三十七条第三項の規定による電磁的方法による提供を受けることができること。

- (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 連鎖販売業を行う者は、前項の説明をするときは、連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方が理解できるように平易な表現を用いなければならない。
- (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 連鎖販売業を行う者は、第一項の説明をした上で、次に掲げる事項を確認しなければならない。
- (3) After giving the explanation referred to paragraph (1), a person engaged in multilevel marketing must confirm the following matters:
- 一 連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方が電子メールの送受信その他の法第三十七条第三項の規定による電磁的方法により提供される事項を閲覧するために必要な操作を自ら行うことができ、かつ、当該連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方が当該閲覧のために必要な電子計算機及び電子メールアドレス（電子メールにより提供される場合に限る。）を日常的に使用していること。
- (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;
- 二 連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方が閲覧のために必要な電子計算機に係るサイバーセキュリティを確保していること。
- (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
- 三 連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方が法第三十七条第三項の規定による電磁的方法により提供される事項を当該連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方があらかじめ指定する者に対しても電子メールにより送信することを求める意思の有無及び当該送信を求める場合においては、当該者の電子メールアドレス
- (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 連鎖販売業を行う者は、前項の確認をするときは、連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方が日常的に使用する電子計算機を自ら操作し、当該連鎖販売業を行う者の令第二条第一号に規定するウェブページ等を利用する方法により行わなければならない。
- (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 連鎖販売業を行う者は、連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方が令第二十一条第一項の書面等に当該連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方の氏名及び第一項の説明の内容を理解した旨を記入することにより、法第三十七条第三項の規定による承諾を得るものとする。この場合において、連鎖販売業を行う者は、記号の記入その他の当該連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方の当該承諾に係る認識が明らかにならない方法を用いてはならない。
- (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 連鎖販売業を行う者は、連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方が第三項第三号の規定により電子メールの送信を求める場合においては、当該連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方があらかじめ指定する者に対し、法第三十七条第三項の規定による電磁的方法による提供と同時に送信しなければならない。

(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 連鎖販売業を行う者は、第一項の説明及び第三項の確認をした上で、法第三十七条第三項の規定による承諾を得たときは、連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方に対し、同項の規定による電磁的方法による提供を行うまでに、当該承諾を得たことを証する書面（当該承諾を書面によつて得た場合においては、当該書面の写しを含む。以下この項において同じ。）を交付しなければならない。ただし、法第三十七条第一項の書面に記載すべき事項を同条第三項の規定による電磁的方法により提供する場合においては、当該承諾を得たことを証する書面を電磁的方法により提供することができる。

(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.

(法第三十七条第一項又は第二項の規定により交付しなければならない書面の交付に係る情報通信の技術を利用した承諾の取得)

(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)

第八十四条 令第二十一条第一項の主務省令で定める方法は、次に掲げるものとする。

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:

一 電子情報処理組織を使用する方法のうちイ又はロに掲げるもの

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

イ 連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方の使用に係る電子計算機から電気通信回線を通じて連鎖販売業を行う者の使用に係る電子計算機に令第二十一条第一項の承諾又は同条第二項の申出（以下この項において「承諾等」という。）をする旨を送信し、当該電子計算機に備えられたファイルに記録する方法

(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

ロ 連鎖販売業を行う者の使用に係る電子計算機に備えられたファイルに記録された第八十二条に掲げる電磁的方法の種類及び内容を電気通信回線を通じて連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方の閲覧に供し、

当該電子計算機に備えられたファイルに承諾等をする旨を記録する方法

- (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;

二 電磁的記録媒体をもつて調製するファイルに承諾等をする旨を記録したものを交付する方法

- (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 前項に掲げる方法は、連鎖販売業を行う者がファイルへの記録を出力することにより書面を作成できるものでなければならない。

- (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.

(令第二十一条第三項の規定による確認)

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

第八十五条 令第二十一条第三項の規定による確認は、電話、電子情報処理組織を使用する方法その他の方法で連鎖販売取引の相手方の使用に係る電子計算機に備えられたファイルに記録され、かつ、当該連鎖販売取引の相手方が閲覧することができる状態に置かれたことを確認することにより行うものとする。

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.

(法第三十七条第四項の主務省令で定める方法)

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

第八十六条 法第三十七条第四項の主務省令で定める方法は、第八十一条第一項第二号に掲げる方法とする。

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).

(連鎖販売取引における禁止行為)

(Prohibited Acts in Multilevel Marketing Transactions)

第八十七条 法第三十八条第一項第四号の主務省令で定める行為は、次に掲げるものとする。

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:

一 その統括者の統括する一連の連鎖販売業に係る連鎖販売契約（その連鎖販売業に係る商品の販売若しくはそのあつせん又は役務の提供若しくはそのあつせんを店舗その他これに類似する設備によらないで行う個人との契約に限る。以下この条において「連鎖販売業に係る連鎖販売契約」という。）について迷惑を覚えさせるような仕方で解除を妨げること。

(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;

二 連鎖販売業に係る連鎖販売取引の締結について勧誘をするに際し、又はその連鎖販売業に係る連鎖販売契約の解除を妨げるため、法第三十四条第一項各号に掲げる事項につき、故意に事実を告げないことを唆し、又は不実のことを告げることを唆すこと。

(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;

三 連鎖販売業に係る連鎖販売契約を締結させ、又はその連鎖販売業に係る連鎖販売契約の解除を妨げるため、人を威迫して困惑させることを唆すこと。

(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;

四 その連鎖販売業を行う者が法第三十七条第一項又は第二項に規定する書面を交付しなければならない場合において、その書面を交付しないことを唆し、又は同条第一項又は第二項に規定する事項が記載されていない書面若しくは虚偽の記載のある書面を交付することを唆すこと。

(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;

五 若年者、高齢者その他の者の判断力の不足に乘じ、連鎖販売業に係る連鎖販売契約を締結させること。

(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;

六 連鎖販売取引の相手方の知識、経験及び財産の状況に照らして不相当と認められる勧誘を行うこと。

(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;

七 連鎖販売業に係る連鎖販売契約を締結するに際し、当該契約に係る書面に年齢、職業その他の事項について虚偽の記載をさせること。

(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;

八 連鎖販売業に係る連鎖販売契約の相手方に当該契約に基づく債務を履行させるため、次に掲げる行為を行うこと。

(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:

イ 当該連鎖販売業に係る連鎖販売契約の相手方の年収、預貯金又は借入れの状況その他の支払能力に関する事項について虚偽の申告をさせること。

(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;

ロ 当該連鎖販売業に係る連鎖販売契約の相手方の意に反して貸金業者の営業所、銀行の支店その他これらに類する場所に連行すること。

(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;

ハ 当該連鎖販売業に係る連鎖販売契約の相手方に割賦販売法第三十五条の三の三第一項に規定する個別信用購入あつせん関係受領契約若しくは金銭の借入れに係る契約を締結させ、又は預貯金を引き出させるため、迷惑を覚えさせるような仕方で行うこと。

(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;

九 統括者、勧誘者又は一般連鎖販売業者が、電子情報処理組織を使用する方法（電磁的方法を除く。）により電子計算機を用いて送信することにより行われる連鎖販売取引電子メール広告をすることについての承諾を得、又は請求を受ける場合において、顧客の意に反する承諾又は請求が容易に行われないう、顧客の電子計算機の操作（連鎖販売取引電子メール広告をすることについての承諾又は請求となるものに限る。次号において同じ。）が当該連鎖販売取引電子メール広告を受けることについての承諾又は請求となることを、顧客が当該操作を行う際に容易に認識できるように表示していないこと。

(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;

十 統括者、勧誘者又は一般連鎖販売業者が、電磁的方法による電磁的記録の送信、書面への記入その他の行為により行われる連鎖販売取引電子メール広告をすることについての承諾を得、又は請求を受ける場合において、当該連鎖販売取引電子メール広告をすることについての承諾を得、又は請求を受けるための表示を行う際に、顧客の意に反する承諾又は請求が容易に行われないう、顧客の電磁的方法による電磁的記録の送信、書面への記入その他の行為が当該連鎖販売取引電子メール広告を受けることについての承諾又は請求となることを、顧客が容易に認識できるように表示していないこと。

(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;

十一 統括者、勧誘者又は一般連鎖販売業者が、法第三十六条の四第一項及び同条第二項で準用する法第三十六条の三第二項から第四項までの規定のいずれかに違反する行為を行っている者に、同条第五項各号に掲げる業務の全てにつき一括して委託すること。

(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

十二 法第三十七条第三項の規定により同条第一項又は第二項の規定により交付する書面に記載すべき事項を電磁的方法により提供するに際し、次に掲げる行為を行うこと。

(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:

イ 電磁的方法による提供を希望しない旨の意思を表示した連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方に対し、電磁的方法による提供に係る手続を進める行為

(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;

ロ 連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方の判断に影響を及ぼすこととなるものにつき、不実のことを告げる行為（法第三十四条第一項に規定する行為を除く。）

(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);

ハ 威迫して困惑させる行為（法第三十四条第三項に規定する行為を除く。）

(c) an act of using intimidation to overwhelm a person (excluding the acts

- prescribed in Article 34, paragraph (3) of the Act);
- ニ 財産上の利益を供与する行為
- (d) an act of giving an economic advantage;
- ホ 法第三十七条第一項又は第二項の規定による書面の交付につき、費用の徴収その他財産上の不利益を与える行為（ニに掲げる行為を除く。）
- (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));
- ヘ 第八十三条第三項の確認に際し、偽りその他不正の手段により連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方に不当な影響を与える行為
- (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);
- ト 第八十三条第三項の確認をせず、又は確認ができない連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方に対し電磁的方法による提供をする行為
- (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;
- チ 偽りその他不正の手段により連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方の承諾を代行し、又は電磁的方法により提供される事項の受領を代行する行為
- (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
- リ イからチまでに掲げるもののほか、連鎖販売取引に伴う特定負担をしようとする者又は連鎖販売取引の相手方の意に反して承諾させ、又は電磁的方法により提供される事項を受領させる行為
- (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.

(令第二十二条において準用する令第七条の主務省令で定めるもの)

(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)

第八十八条 第二十条の規定は、令第二十二条において読み替えて準用する令第七条に規定する主務省令で定めるものについて準用する。この場合において、第二十条第一項中「販売業者又は役務提供事業者」とあるのは「統括者、勧誘者又は一般連鎖販売業者」と、「販売業者若しくは役務提供事業者」とあるのは「統括者、勧誘者若しくは一般連鎖販売業者」と読み替えるものとする。

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."

(法第三十九条の二の主務省令で定める者)

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

第八十九条 法第三十九条の二第一項の主務省令で定める者は、法第三十九条第一項前段の規定により停止を命ぜられた業務の遂行に主導的な役割を果たしている者とする。

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 法第三十九条の二第二項の主務省令で定める者は、法第三十九条第二項前段の規定により停止を命ぜられた業務の遂行に主導的な役割を果たしている者とする。

(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 法第三十九条の二第三項の主務省令で定める者は、法第三十九条第三項前段の規定により停止を命ぜられた業務の遂行に主導的な役割を果たしている者とする。

(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.

(連鎖販売契約の解除の妨害後の書面の交付)

(Delivery of a Document After Cancellation of Multilevel Marketing Contract is Prevented)

第九十条 法第四十条第一項の規定により交付する書面には、次に掲げる事項を記載しなければならない。

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

一 連鎖販売契約の内容

(i) details of the multilevel marketing contract;

二 法第四十条第一項の規定に基づき、当該書面を受領した日から起算して二十日を経過するまでは、書面又は電磁的記録により連鎖販売契約の解除を行うことができること。

(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;

三 法第四十条第一項後段、第二項及び第三項の規定に関する事項

(iii) matters concerning the provisions of the second sentence of paragraph (1), and paragraph (2), and paragraph (3) of Article 40 of the Act;

四 連鎖販売契約の解除があつた場合において、当該連鎖販売契約に係る商品若しくは権利の代金若しくは役務の対価の支払又は取引料の提供が行われているときは、連鎖販売業を行う者は、連鎖販売加入者に対し、速やかに、その全額を返還すること。

(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;

五 統括者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(v) the name, address, and telephone number of the orchestrator, and if the orchestrator is a corporation; the name of their representative;

六 連鎖販売業を行う者が統括者でない場合には、当該連鎖販売業を行う者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(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

七 契約年月日

(vii) the date of the contract.

2 書面には日本産業規格Z八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(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 書面に記載するに際し、第一項第二号から第四号までに掲げる内容については赤枠の中に赤字で記載しなければならない。

(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 前三項の規定により交付する書面は、様式第二によること。

(4) The document to be delivered pursuant to the provisions of preceding three paragraphs must be provided in accordance with Form 2.

5 統括者、勧誘者又は一般連鎖販売業者は、法第四十条第一項の書面を連鎖販売加入者に交付した際には、直ちに連鎖販売加入者が当該書面を見ていることを確認した上で、第一項第二号から第四号までに掲げる内容について連鎖販売加入者に告げなければならない。

(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 stated in paragraph (1), items (ii) through (iv) immediately after confirming that the multilevel marketing affiliate has read through the relevant document.

第三章 特定継続的役務提供

Chapter III Provision of Specified Continuous Services

(令別表第四の二の項の主務省令で定める方法)

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

第九十一条 令別表第四の二の項の主務省令で定める方法は、次の各号に掲げるものについて、それぞれ当該各号に定めるものとする。

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:

一 脱毛 光の照射又は針を通じて電気を流すことによる方法

(i) hair removal: a means of applying light or sending electric current through a needle;

二 にきび、しみ、そばかす、ほくろ、入れ墨その他の皮膚に付着しているものの除去又は皮膚の活性化 光若しくは音波の照射、薬剤の使用又は機器を用いた刺激による方法

(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;

三 皮膚のしわ又はたるみの症状の軽減 薬剤の使用又は糸の挿入による方法

(iii) mitigation of skin wrinkles or sagging: a means of using a medical agent or inserting threads;

四 脂肪の減少 光若しくは音波の照射、薬剤の使用又は機器を用いた刺激による方法

(iv) reduction of fat: a means of applying light or sound waves, using a medical agent, or utilizing stimulation generated by a device; and

五 歯牙の漂白 歯牙の漂白剤の塗布による方法

(v) teeth whitening: a means of applying a teeth whitener

(特定継続的役務提供における書面の交付等)

(Delivery of Documents in Provision of Specified Continuous Services)

第九十二条 法第四十二条第一項の規定により特定継続的役務の提供を受けようとする者又は特定継続的役務の提供を受ける権利を購入しようとする者に対して交付する特定継続的役務提供等契約の概要について記載した書面には、当該特定継続的役務提供等契約に係る次の事項を明記しなければならない。

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:

一 特定継続的役務提供契約にあつては、次に掲げる事項

(i) the following matters; in the case of a specified continuous service contract:

イ 役務提供事業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(a) the name, address, and telephone number of the service provider, and if the service provider is a corporation; the name of their representative;

ロ 提供される役務の内容

(b) details of the services to be provided;

ハ 役務の提供に際し役務の提供を受けようとする者が購入する必要のある商品がある場合にはその商品名、種類及び数量

(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;
- ニ 役務の対価その他の役務の提供を受けようとする者が支払わなければならない金銭の概算額
- (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;
- ホ ニに掲げる金銭の支払の時期及び方法
- (e) the payment date and method for the money stated in (d);
- ヘ 役務の提供期間
- (f) the period for provision of the services;
- ト 法第四十八条第一項の規定による特定継続的役務提供契約の解除に関する事項（同条第二項から第七項までの規定に関する事項を含む。）
- (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);
- チ 法第四十九条第一項の規定による特定継続的役務提供契約の解除に関する事項（同条第二項、第五項及び第六項の規定に関する事項を含む。）
- (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);
- リ 割賦販売法第二条第二項に規定するローン提携販売の方法又は同条第三項に規定する包括信用購入あつせん若しくは同条第四項に規定する個別信用購入あつせんに係る提供の方法により役務の提供を行う場合には、同法第二十九条の四第二項（同条第三項において準用する場合を含む。）又は同法第三十条の四（同法第三十条の五第一項において準用する場合を含む。）若しくは同法第三十五条の三の十九の規定に基づきローン提携販売業者又は包括信用購入あつせん関係役務提供事業者若しくは個別信用購入あつせん関係役務提供事業者に対して生じている事由をもつて、役務の提供を受ける者はローン提供業者又は包括信用購入あつせん業者若しくは個別信用購入あつせん業者に対抗することができること。
- (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;

ヌ 特定継続的役務提供に係る前払取引（特定継続的役務提供に先立つてその相手方から五万円を超える金銭を受領する特定継続的役務提供に係る取引をいう。以下同じ。）を行うときは、当該前払取引に係る前受金について保全措置を講じているか否か及び、保全措置を講じている場合には、その内容

(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

ル 特約があるときは、その内容

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

二 特定権利販売契約にあつては、次に掲げる事項

(ii) the following matters in the case of a sales contract for a specified right:

イ 販売業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(a) the name, address, and telephone number of the seller, and if the seller is a corporation; the name of their representative;

ロ 権利の行使により受けることができる役務の内容

(b) details of the services that are available through the exercise of the rights;

ハ 権利の行使による役務の提供に際し特定継続的役務の提供を受ける権利を購入しようとする者が購入する必要がある商品がある場合にはその商品名、種類及び数量

(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;

ニ 権利の販売価格その他の当該特定継続的役務の提供を受ける権利を購入しようとする者が支払わなければならない金銭の概算額

(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;

ホ ニに掲げる金銭の支払の時期及び方法

(e) the payment date and method for the money stated in (d);

へ 権利の行使により受けることができる役務の提供期間

(f) the period for provision of the services that are available through the exercise of the rights;

ト 法第四十八条第一項の規定による特定権利販売契約の解除に関する事項（同条第二項から第七項までの規定に関する事項を含む。）

(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);

チ 法第四十九条第三項の規定による特定権利販売契約の解除に関する事項（同条第四項から第六項までの規定に関する事項を含む。）

(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);

リ 割賦販売法第二条第二項に規定するローン提携販売の方法又は同条第三項に規定する包括信用購入あつせん若しくは同条第四項に規定する個別信用購入あつせんに係る販売の方法により権利の販売を行う場合には、同法第二十九条の四第二項（同条第三項において準用する場合を含む。）又は同法第三十条の四（同法第三十条の五第一項において準用する場合を含む。）若しくは同法第三十五条の三の十九の規定に基づきローン提携販売業者又は包括信用購入あつせん関係販売業者若しくは個別信用購入あつせん関係販売業者に対して生じている事由をもつて、特定継続的役務の提供を受ける権利の購入者はローン提供業者又は包括信用購入あつせん業者若しくは個別信用購入あつせん業者に対抗することができること。

(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

ヌ 特約があるときは、その内容

(j) where there are special provisions, the details of the provisions.

2 前項の書面には書面の内容を十分に読むべき旨を赤枠の中に赤字で記載しなければならない。

(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 第一項の書面には日本産業規格 Z 八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(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.

第九十三条 法第四十二条第二項第一号の主務省令で定める事項は、次のとおりとする。

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:

一 役務の種類

(i) the type of services;

二 役務提供の形態又は方法

(ii) the form or method of providing the services;

三 役務を提供する時間数、回数その他の数量の総計

(iii) grand total of hours, number of times and any other quantity of providing the services; and

四 施術を行う者、講師その他の役務を直接提供する者の資格、能力等に関して特約があるときは、その内容

(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 法第四十二条第二項第七号の主務省令で定める事項は、次のとおりとする。

(2) Matters specified by order of the competent ministry referred to in Article 42, paragraph (2), item (vii) of the Act are as follows:

一 役務提供事業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(i) the name, address, and telephone number of the service provider, and if the service provider is a corporation; the name of their representative;

二 特定継続的役務提供契約の締結を担当した者の氏名

(ii) the name of a person who has been in charge of the entrance into the specified continuous service contract;

三 特定継続的役務提供契約の締結の年月日

(iii) the date on which the specified continuous service contract has been

entered into;

四 役務の提供に際し役務の提供を受けようとする者が購入する必要のある商品がある場合にはその種類及び数量

(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;

五 割賦販売法第二条第二項に規定するローン提携販売の方法又は同条第三項に規定する包括信用購入あつせん若しくは同条第四項に規定する個別信用購入あつせんに係る提供の方法により役務の提供を行う場合には、同法第二十九条の四第二項（同条第三項において準用する場合を含む。）又は同法第三十条の四（同法第三十条の五第一項において準用する場合を含む。）若しくは同法第三十五条の三の十九の規定に基づきローン提携販売業者又は包括信用購入あつせん関係役務提供事業者若しくは個別信用購入あつせん関係役務提供事業者に対して生じている事由をもつて、役務の提供を受ける者はローン提供業者又は包括信用購入あつせん業者若しくは個別信用購入あつせん業者に対抗することができること。

(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;

六 特定継続的役務提供に係る前払取引を行うときは、当該前受金について保全措置を講じているか否か及び、講じている場合には、その内容

(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;

七 役務の提供に際し役務の提供を受ける者が購入する必要のある商品がある場合には、当該商品を販売する者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(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

八 特約があるときは、その内容

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

第九十四条 法第四十二条第二項の規定により交付する書面（以下この条において「契約書面」という。）に記載する同項第二号、第五号及び第六号に掲げる事項については次の表の上欄に掲げる区分に応じ、それぞれ同表の下欄に掲げる内容を記載しなければならない。

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.

一 役務の対価その他の役務の提供を受ける者が支払わなければならない金銭の額 (1) the The price consideration for the services and any other amount of money that must be paid by the service recipient	入学金、入会金、授業料その他の役務の対価、施設整備費、入学又は入会のための試験に係る検定料、役務の提供に際し役務の提供を受ける者が購入する必要のある商品の価格その他の費目ごとの明細及びその合計 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
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二 法第四十八条第一項の規定による特定継続的役務提供契約の解除に関する事項（同条第二項から第七項までの規定に関する事項を含む。） (2) 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)	イ 契約書面を受領した日から起算して八日を経過するまでは、特定継続的役務の提供を受ける者は、書面又は電磁的記録により特定継続的役務提供契約の解除を行うことができること。 (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
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ロ イに記載した事項にかかわらず、特定継続的役務の提供を受ける者が、役務提供事業者が法第四十四条第一項の規定に違反して法第四十八条第一項の規定による特定継続的役務提供契約の解除に関する事項につき不実のことを告げる行為をしたことにより誤認をし、又は役務提供事業者が法第四十四条第三項の規定に違反して威迫したことにより困惑し、これらによつて法第四十八条第一項の規定による特定継続的役務提供契約の解除を行わなかつた場合には、当該役務提供事業者が交付した同項の書面を当該特定継続的役務の提供を受ける者が受領した日から起算して八日を経過するまでは、当該特定継続的役務の提供を受ける者は、書面又は電磁的記録により当該特定継続的役務提供契約の解除を行うことができること。

(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

ハ イ又はロの契約の解除は、特定継続的役務の提供を受ける者が、当該契約の解除に係る書面又は電磁的記録による通知を発した時に、その効力を生ずること。

(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

ニ イ又はロの契約の解除があつた場合には、役務提供事業者は、特定継続的役務の提供を受ける者に対し、当該契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。

(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

ホ イ又はロの契約の解除があつた場合には、既に当該特定継続的役務提供契約に基づき役務が提供されたときにおいても、役務提供事業者は、特定継続的役務の提供を受ける者に対し、当該特定継続的役務提供契約に係る役務の対価その他の金銭の支払を請求することができないこと。

(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

ヘ イ又はロの契約の解除があつた場合において、当該特定継続的役務提供契約に関連して金銭を受領しているときは、役務提供事業者は、特定継続的役務の提供を受ける者に対し、速やかに、その全額を返還すること。

(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

ト イ又はロの契約の解除があつた場合において、役務提供事業者が関連商品の販売又はその代理若しくは媒介を行つているときは、特定継続的役務の提供を受ける者は、当該関連商品販売契約についても解除を行うことができること。

(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

チ トの解除の申出先が役務提供事業者と異なる場合には、その旨及び申出先

(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

リ トの契約の解除は、当該契約の解除に係る書面又は電磁的記録による通知を発した時に、その効力を生ずること。

(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

ヌ トの契約の解除があつた場合には、関連商品の販売を行つた者は、特定継続的役務の提供を受ける者に対し、その契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。

(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

ル トの契約の解除があつた場合において、当該関連商品販売契約に係る商品の引渡しが既にされているときは、その引取りに要する費用は関連商品の販売を行つた者の負担とすること。

(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

ヲ トの契約の解除があつた場合において、当該関連商品販売契約に関連して金銭を受領しているときは、関連商品の販売を行つた者は、特定継続的役務の提供を受ける者に対し、速やかに、その全額を返還すること。

(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

三 法第四十九条第一項の規定による特定継続的役務提供契約の解除に関する事項（同条第二項、第五項及び第六項の規定に関する事項を含む。） (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)	イ 契約書面を受領した日から起算して八日を経過した後においては、特定継続的役務の提供を受ける者は、将来に向かつて特定継続的役務提供契約の解除を行うことができること。 (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 ロ イの契約の解除があつた場合には、役務提供事業者は、特定継続的役務の提供を受ける者に対し、提供された役務の対価及び当該解除によつて通常生ずる損害の額又は契約の締結及び履行のために通常要する費用の額にこれらに対する遅延損害金の額を加算した金額を超える額の金銭の支払を請求することができないこと並びに提供された役務の対価の精算方法 (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
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ハ イの契約の解除があつた場合において、役務提供事業者が関連商品の販売又はその代理若しくは媒介を行つているときは、特定継続的役務の提供を受ける者は、当該関連商品販売契約についても解除を行うことができること。

(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

ニ ハの解除の申出先が役務提供事業者と異なる場合には、その旨及び申出先

(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

	ホ ハの契約の解除があつた場合には、関連商品の販売を行つた者は、特定継続的役務の提供を受ける者に対し、関連商品の通常の使用料に相当する額（当該関連商品の販売価格に相当する額から当該関連商品の返還されたときにおける価格を控除した額が通常の使用料に相当する額を超えるときは、その額）、関連商品の販売価格に相当する額又は契約の締結及び履行のために通常要する費用の額にこれらに対する遅延損害金の額を加算した金額を超える額の金銭の支払を請求することができないこと。 (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 ヘ 特定継続的役務提供契約又は関連商品販売契約の解除について特約がある場合には、その内容 (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 特定継続的役務提供契約に係る関連商品が法第四十八条第二項ただし書の政令で定める関連商品に該当する場合において、当該商品を使用し又はその全部若しくは一部を消費したときはその売買契約の解除を行うことができないこととするときは、契約書面には、前項の表第二号の下欄に掲げる内容のほか、次の各号に掲げる内容を記載しなければならない。

(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:

一 商品の名称その他当該商品を特定し得る事項

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

二 当該商品を使用し又はその全部若しくは一部を消費したとき（当該販売業者が当該特定継続的役務の提供を受ける者に当該商品を使用させ、又はその全部若しくは一部を消費させた場合を除く。）は契約の解除を行うことができないこと。

(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 第一項の表第二号の下欄に掲げる事項及び前項に掲げる事項は赤枠の中に赤字で記載しなければならない。

(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 契約書面には書面の内容を十分に読むべき旨を赤枠の中に赤字で記載しなければならない。

(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 契約書面には日本産業規格 Z 8305 に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(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.

第九十五条 法第四十二条第三項第一号の主務省令で定める事項は、次のとおりとする。

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:

一 権利の行使により受けることができる役務の種類

(i) the type of the services that are available through the exercise of the rights;

二 権利の行使により受けることができる役務の提供の形態又は方法

(ii) the form or method of providing the services that are available through the exercise of the rights;

三 権利の行使による役務の提供を受けることができる時間数、回数その他の数量の

総計

(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

四 権利の行使により受けることができる役務について、施術を行う者、講師その他の役務を直接提供する者の資格、能力等に関して特約があるときは、その内容

(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 法第四十二条第三項第七号の主務省令で定める事項は、次のとおりとする。

(2) Matters specified by order of the competent ministry referred to in Article 42, paragraph (3), item (vii) of the Act are as follows:

一 販売業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(i) the name, address, and telephone number of the seller, and if a seller is a corporation; the name of their representative;

二 特定権利販売契約の締結を担当した者の氏名

(ii) the name of the person who has been in charge of the entrance into the sales contract for specified rights;

三 特定権利販売契約の締結の年月日

(iii) the date on which the sales contract for specified rights has been entered into;

四 当該権利の行使による役務の提供に際し当該特定継続的役務の提供を受ける権利の購入者が購入する必要がある商品がある場合にはその種類及び数量

(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;

五 割賦販売法第二条第二項に規定するローン提携販売の方法又は同条第三項に規定する包括信用購入あつせん若しくは同条第四項に規定する個別信用購入あつせんに係る販売の方法により権利の販売を行う場合には、同法第二十九条の四第二項（同条第三項において準用する場合を含む。）又は同法第三十条の四（同法第三十条の五第一項において準用する場合を含む。）若しくは同法第三十五条の三の十九の規定に基づきローン提携販売業者又は包括信用購入あつせん関係販売業者若しくは個別信用購入あつせん関係販売業者に対して生じている事由をもつて、特定継続的役務の提供を受ける権利の購入者はローン提供業者又は包括信用購入あつせん業者若しくは個別信用購入あつせん業者に対抗することができること。

(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;

六 役務の提供に際し特定継続的役務の提供を受ける権利の購入者が購入する必要がある商品がある場合には、当該商品を販売する者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(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

七 特約があるときは、その内容

(vii) if there are special provisions; the details of the provisions.

第九十六条 法第四十二条第三項の規定により交付する書面（以下この条において「契約書面」という。）に記載する同項第二号、第五号及び第六号に掲げる事項については次の表の上欄に掲げる区分に応じ、それぞれ同表の下欄に掲げる内容を記載しなければならない。

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.

一 権利の販売価格その他の特定継続的役務の提供を受ける権利の購入者が支払わなければならない金銭の額 (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	権利の販売価格、当該権利の行使による役務の提供に際し特定継続的役務の提供を受ける権利の購入者が購入する必要のある商品の価格その他の費目ごとの明細及びその合計 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
二 法第四十八条第一項の規定による特定権利販売契約の解除に関する事項（同条第二項から第七項までの規定に関する事項を含む。） (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)	イ 契約書面を受領した日から起算して八日を経過するまでは、特定継続的役務の提供を受ける権利を購入する者は、書面又は電磁的記録により特定権利販売契約の解除を行うことができること。 (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

ロ イに記載した事項にかかわらず、特定継続的役務の提供を受ける権利を購入する者が、販売業者が法第四十四条第一項の規定に違反して法第四十八条第一項の規定による特定権利販売契約の解除に関する事項につき不実のことを告げる行為をしたことにより誤認をし、又は販売業者が法第四十四条第三項の規定に違反して威迫したことにより困惑し、これらによつて法第四十八条第一項の規定による特定権利販売契約の解除を行わなかった場合には、当該販売業者が交付した同項の書面を当該特定継続的役務の提供を受ける権利を購入する者が受領した日から起算して八日を経過するまでは、当該特定継続的役務の提供を受ける権利を購入する者は、書面又は電磁的記録により当該特定権利販売契約の解除を行うことができること。

(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

16 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

ハ イ又はロの契約の解除は、特定継続的役務の提供を受ける権利を購入する者が、当該契約の解除に係る書面又は電磁的記録による通知を発した時に、その効力を生ずること。

(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

ニ イ又はロの契約の解除があつた場合には、販売業者は、特定継続的役務の提供を受ける権利を購入する者に対し、当該契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。

(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

ホ イ又はロの契約の解除があつた場合において、当該特定権利販売契約に係る権利の移転が既にされているときは、その返還に要する費用は販売業者の負担とすること。

(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

ヘ イ又はロの契約の解除があつた場合には、既に権利の行使により役務が提供されたときにおいても、販売業者は、特定継続的役務の提供を受ける権利を購入する者に対し、当該権利の行使により得られた利益に相当する金銭の支払を請求することができないこと。

(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

ト イ又はロの契約の解除があつた場合において、当該特定権利販売契約に関連して金銭を受領しているときは、販売業者は、特定継続的役務の提供を受ける権利を購入する者に対し、速やかに、その全額を返還すること。

(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

チ イ又はロの契約の解除があつた場合において、販売業者が関連商品の販売又はその代理若しくは媒介を行つているときは、特定継続的役務の提供を受ける権利を購入する者は、当該関連商品販売契約についても解除を行うことができること。

(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

リ チの解除の申出先が販売業者と異なる場合には、その旨及び申出先

(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

ヌ チの契約の解除は、当該契約の解除に係る書面又は電磁的記録による通知を発した時に、その効力を生ずること。

(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

ル チの契約の解除があつた場合には、関連商品の販売を行つた者は、特定継続的役務の提供を受ける権利を購入する者に対し、その契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。

(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

ヲ チの契約の解除があつた場合において、当該関連商品販売契約に係る商品の引渡しが既にされているときは、その引取りに要する費用は関連商品の販売を行つた者の負担とすること。

(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

ワ チの契約の解除があつた場合において、当該関連商品販売契約に関連して金銭を受領しているときは、関連商品の販売を行つた者は、特定継続的役務の提供を受ける権利を購入する者に対し、速やかに、その全額を返還すること。

(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

三 法第四十九条第三項の規定による特定権利販売契約の解除に関する事項（同条第四項から第六項までの規定に関する事項を含む。） (3) 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)	イ 契約書面を受領した日から起算して八日を経過した後においては、特定継続的役務の提供を受ける権利を購入する者は、特定権利販売契約の解除を行うことができること。 (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
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ロ イの契約の解除があつた場合には、販売業者は、特定継続的役務の提供を受ける権利を購入する者に対し、権利の行使により通常得られる利益に相当する額（当該権利の販売価格に相当する額から当該権利の返還されたときにおける価格を控除した額が当該権利の行使により通常得られる利益に相当する額を超えるときは、その額）、権利の販売価格に相当する額又は契約の締結及び履行のために通常要する費用の額にこれらに対する遅延損害金の額を加算した金額を超える額の金銭の支払を請求することができないこと。

(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

ハ イの契約の解除があつた場合において、販売業者が関連商品の販売又はその代理若しくは媒介を行つているときは、特定継続的役務の提供を受ける権利を購入する者は、関連商品販売契約についても解除を行うことができること。

(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

ニ ハの解除の申出先が販売業者と異なる場合には、その旨及び申出先

(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

	ホ　ハの契約の解除があつた場合には、関連商品の販売を行つた者は、特定継続的役務の提供を受ける権利を購入する者に対し、関連商品の通常の使用料に相当する額（当該関連商品の販売価格に相当する額から当該関連商品の返還されたときにおける価格を控除した額が通常の使用料に相当する額を超えるときは、その額）、関連商品の販売価格に相当する額又は契約の締結及び履行のために通常要する費用の額にこれらに対する遅延損害金の額を加算した金額を超える額の金銭の支払を請求することができないこと。 (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 へ　特定権利販売契約又は関連商品販売契約の解除について特約がある場合には、その内容 (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　特定権利販売契約に係る関連商品が法第四十八条第二項ただし書の政令で定める関連商品に該当する場合において、当該商品を使用し又はその全部若しくは一部を消費したときはその売買契約の解除を行うことができないこととするときは、契約書面に

は、前項の表第二号の下欄に掲げる内容のほか、次の各号に掲げる内容を記載しなければならない。

- (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:

一 商品の名称その他当該商品を特定し得る事項

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

二 当該商品を使用し又はその全部若しくは一部を消費したとき（当該販売業者が当該特定継続的役務の提供を受ける権利を購入する者に当該商品を使用させ、又はその全部若しくは一部を消費させた場合を除く。）は契約の解除を行うことができないこと。

- (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 第一項の表第二号の下欄に掲げる事項及び前項に掲げる事項は赤枠の中に赤字で記載しなければならない。

- (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 契約書面には書面の内容を十分に読むべき旨を赤枠の中に赤字で記載しなければならない。

- (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 契約書面には日本産業規格Z 8305に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

- (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.

（法第四十二条第一項、第二項又は第三項の規定により交付しなければならない書面の交付に係る電磁的方法）

(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)

第九十七条 法第四十二条第四項の電磁的方法は、次に掲げるものとする。

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

一 電子情報処理組織（役務提供事業者又は販売業者の使用に係る電子計算機と特定継続的役務の提供を受けようとする者若しくは特定継続的役務の提供を受ける権利を購入しようとする者、特定継続的役務の提供を受ける者又は特定継続的役務の提供を受ける権利の購入者（以下この条、第九十九条、第百条及び第百六条第八号において「特定継続的役務の提供を受けようとする者等」という。）の使用に係る電子計算機とを電気通信回線で接続した電子情報処理組織をいう。第百条において同じ。）を使用する方法のうちイ又はロに掲げるもの

(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

イ 役務提供事業者又は販売業者の使用に係る電子計算機と特定継続的役務の提供を受けようとする者等の使用に係る電子計算機とを接続する電気通信回線を通じて送信し、当該特定継続的役務の提供を受けようとする者等の使用に係る電子計算機に備えられたファイルに記録する方法

(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

ロ 役務提供事業者又は販売業者の使用に係る電子計算機に備えられたファイルに記録された書面に記載すべき事項を電気通信回線を通じて特定継続的役務の提供を受けようとする者等の閲覧に供し、当該特定継続的役務の提供を受けようとする者等の使用に係る電子計算機に備えられたファイルに当該事項を記録する方法

(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.;

二 電磁的記録媒体をもつて調製するファイルに書面に記載すべき事項を記録したもの

のを交付する方法

- (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 前項に掲げる方法は、次に掲げる基準に適合するものでなければならない。

(2) The means stated in the preceding paragraph must conform to the following standards:

- 一 特定継続的役務の提供を受けようとする者等がファイルへの記録を出力することにより書面を作成できるものであること。

- (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;

- 二 ファイルに記録された書面に記載すべき事項について、改変が行われていないかどうかを確認することができる措置が講じられていること。

- (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

- 三 前項第一号ロに掲げる方法にあつては、ファイルに記録された書面に記載すべき事項を役務提供事業者又は販売業者の使用に係る電子計算機に備えられたファイルに記録する旨又は記録した旨を特定継続的役務の提供を受けようとする者等に対し通知するものであること。

- (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 役務提供事業者又は販売業者は、第一項に掲げる方法により法第四十二条第一項、第二項又は第三項の規定による書面の交付に代えて当該書面に記載すべき事項を提供するときは、特定継続的役務の提供を受けようとする者等が当該事項を明瞭に読むことができるように表示しなければならない。

(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.

(法第四十二条第一項、第二項又は第三項の規定により交付しなければならない書面の交付に係る電磁的方法の種類及び内容)

(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)

第九十八条 令第二十六条第一項の規定により示すべき電磁的方法の種類及び内容は、次に掲げるものとする。

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:

- 一 前条第一項に掲げる方法のうち、役務提供事業者又は販売業者が使用するもの
(i) a means stated in paragraph (1) of the preceding Article that is used by a service provider or a seller; and
- 二 ファイルへの記録の方式
(ii) the format for recording matters into a file.

(法第四十二条第四項の規定による承諾の取得に当たつての説明及び確認等)

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

第九十九条 役務提供事業者又は販売業者は、前条に掲げる事項を示すときは、特定継続的役務の提供を受けようとする者等に対し、次に掲げる事項（法第四十二条第一項の書面に記載すべき事項を同条第四項の規定による電磁的方法により提供する場合にあつては、第三号に掲げる事項を除く。）を説明しなければならない。

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.:

- 一 特定継続的役務の提供を受けようとする者等がこの項の説明及び第三項の確認を受けた上で、法第四十二条第四項の規定による承諾をしなければ、同条第一項、第二項又は第三項の書面が交付されること。
(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;
- 二 法第四十二条第四項の規定による電磁的方法により提供される事項は、同条第一項、第二項又は第三項の書面に記載すべき事項であり、かつ、特定継続的役務の提供を受けようとする者等にとって重要なものであること。
(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.;

三 法第四十二条第二項又は第三項の書面に記載すべき事項を同条第四項の規定による電磁的方法（第九十七条第一項第一号に掲げる方法に限る。）により提供する場合においては、特定継続的役務の提供を受ける者又は特定継続的役務の提供を受ける権利の購入者の使用に係る電子計算機に備えられたファイルへの記録がされた時に当該特定継続的役務の提供を受ける者又は特定継続的役務の提供を受ける権利の購入者に到達したものとみなされ、かつ、当該記録がされた日から起算して八日を経過した場合においては、法第四十八条第一項の規定による特定継続的役務提供等契約の解除ができなくなることを。

(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 recoded 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

四 法第四十二条第四項の規定による電磁的方法により提供される事項を閲覧するために必要な電子計算機（その映像面の最大径をセンチメートル単位で表した数値を二・五四で除して小数点以下を四捨五入した数値が五以上である電子計算機をいう。以下この条において同じ。）を日常的に使用し、かつ、当該提供を受けるために電子計算機を自ら操作（当該提供が完結するまでの操作をいう。第三項第一号において同じ。）することができる特定継続的役務の提供を受けようとする者等に限り、法第四十二条第四項の規定による電磁的方法による提供を受けることができること。

(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 役務提供事業者又は販売業者は、前項の説明をするときは、特定継続的役務の提供を受けようとする者等が理解できるように平易な表現を用いなければならない。
- (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 役務提供事業者又は販売業者は、第一項の説明をした上で、次に掲げる事項を確認しなければならない。
- (3) After giving the explanation referred to paragraph (1), a service provider or a seller must confirm the following matters:
- 一 特定継続的役務の提供を受けようとする者等が電子メールの送受信その他の法第四十二条第四項の規定による電磁的方法により提供される事項を閲覧するために必要な操作を自ら行うことができ、かつ、当該特定継続的役務の提供を受けようとする者等が当該閲覧のために必要な電子計算機及び電子メールアドレス（電子メールにより提供される場合に限る。）を日常的に使用していること。
- (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;
- 二 特定継続的役務の提供を受けようとする者等が閲覧のために必要な電子計算機に係るサイバーセキュリティを確保していること。
- (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
- 三 特定継続的役務の提供を受けようとする者等が法第四十二条第四項の規定による電磁的方法により提供される事項を当該特定継続的役務の提供を受けようとする者等があらかじめ指定する者に対しても電子メールにより送信することを求める意思の有無及び当該送信を求める場合においては、当該者の電子メールアドレス
- (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 役務提供事業者又は販売業者は、前項の確認をするときは、特定継続的役務の提供を受けようとする者等が日常的に使用する電子計算機を自ら操作し、当該役務提供事業者又は販売業者の令第二条第一号に規定するウェブページ等を利用する方法により行わなければならない。
- (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 役務提供事業者又は販売業者は、特定継続的役務の提供を受けようとする者等が令第二十六条第一項の書面等に当該特定継続的役務の提供を受けようとする者等の氏名及び第一項の説明の内容を理解した旨を記入することにより、法第四十二条第四項の規定による承諾を得るものとする。この場合において、役務提供事業者又は販売業者は、記号の記入その他の当該特定継続的役務の提供を受けようとする者等の当該承諾に係る認識が明らかにならない方法を用いてはならない。
- (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 役務提供事業者又は販売業者は、特定継続的役務の提供を受けようとする者等が第三項第三号の規定により電子メールの送信を求める場合においては、当該特定継続的役務の提供を受けようとする者等があらかじめ指定する者に対し、法第四十二条第四項の規定による電磁的方法による提供と同時に送信しなければならない。
- (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 役務提供事業者又は販売業者は、第一項の説明及び第三項の確認をした上で、法第四十二条第四項の規定による承諾を得たときは、特定継続的役務の提供を受けようとする者等に対し、同項の規定による電磁的方法による提供を行うまでに、当該承諾を得たことを証する書面（当該承諾を書面によつて得た場合においては、当該書面の写しを含む。）を交付しなければならない。

(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 役務提供事業者又は販売業者は、次に掲げる場合には、前項の規定による書面を電磁的方法により提供することができる。

(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:

一 法第四十二条第一項の書面に記載すべき事項を同条第四項の規定による電磁的方法により提供する場合

(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

二 役務提供事業者又は販売業者が第二条第二号に掲げる情報処理の用に供する機器を利用する方法により特定継続的役務提供契約又は特定権利販売契約の申込みを受けて行う特定継続的役務の提供又は特定継続的役務の提供を受ける権利の販売であつて、インターネットを通じて提供する特定継続的役務について、法第四十二条第二項又は第三項の書面に記載すべき事項を同条第四項の規定による電磁的方法により提供する場合

(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).

(法第四十二条第一項、第二項又は第三項の規定により交付しなければならない書面の交付に係る情報通信の技術を利用した承諾の取得)

(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)

第百条 令第二十六条第一項の主務省令で定める方法は、次に掲げるものとする。

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:

一 電子情報処理組織を使用する方法のうちイ又はロに掲げるもの

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

イ 特定継続的役務の提供を受けようとする者等の使用に係る電子計算機から電気通信回線を通じて役務提供事業者又は販売業者の使用に係る電子計算機に令第二十六条第一項の承諾又は同条第二項の申出（以下この項において「承諾等」という。）をする旨を送信し、当該電子計算機に備えられたファイルに記録する方法

(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

ロ 役務提供事業者又は販売業者の使用に係る電子計算機に備えられたファイルに記録された第九十八条に掲げる電磁的方法の種類及び内容を電気通信回線を通じて特定継続的役務の提供を受けようとする者等の閲覧に供し、当該電子計算機に備えられたファイルに承諾等をする旨を記録する方法

(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;

二 電磁的記録媒体をもつて調製するファイルに承諾等をする旨を記録したものを交付する方法

(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 前項に掲げる方法は、役務提供事業者又は販売業者がファイルへの記録を出力することにより書面を作成できるものでなければならない。

(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.

（令第二十六条第三項の規定による確認）

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

第百一条 令第二十六条第三項の規定による確認は、電話、電子情報処理組織を使用する方法その他の方法で特定継続的役務の提供を受ける者又は特定継続的役務の提供を受ける権利の購入者の使用に係る電子計算機に備えられたファイルに記録され、かつ、当該特定継続的役務の提供を受ける者又は特定継続的役務の提供を受ける権利の購入者が閲覧することができる状態に置かれたことを確認することにより行うものとする。

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.

(法第四十二条第五項の主務省令で定める方法)

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

第百二条 法第四十二条第五項の主務省令で定める方法は、第九十七条第一項第二号に掲げる方法とする。

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).

(誇大広告等の禁止)

(Prohibition of Misleading Advertising)

第百三条 法第四十三条の主務省令で定める事項は、次のとおりとする。

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

一 役務又は権利の種類又は内容

(i) the type or details of the services or the rights;

二 役務の効果又は目的

(ii) the effects or the purpose of the services;

三 役務若しくは権利、役務提供事業者若しくは販売業者又は役務提供事業者若しくは販売業者の行う事業についての国、地方公共団体、著名な法人その他の団体又は著名な個人の関与

(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;

四 役務の対価又は権利の販売価格

(iv) the price for the services or the selling price of the rights;

五 役務の対価又は権利の代金の支払の時期及び方法

(v) the payment date and method for the price for the services or the price for the rights;

六 役務の提供期間

(vi) the period for provision of the services;

七 役務提供事業者又は販売業者の氏名又は名称、住所及び電話番号

(vii) the name, address, and telephone number of the service provider or the seller; and

八 第四号に定める金銭以外の特定継続的役務提供受領者等の負担すべき金銭があるときは、その名目及びその額

(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.

(特定継続的役務提供における重要事項)

(Important Matters for Provision of Specified Continuous Services)

第百四条 法第四十四条第一項第二号の主務省令で定める事項は、次の各号に掲げるものとする。

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:

一 商品の効能

(i) the efficacy of the goods;

二 商品の商標又は製造者名

(ii) the trademark or the name of the manufacturer of the goods;

三 商品の販売数量

(iii) quantity of goods sold; and

四 商品の必要数量

(iv) quantity of goods required.

(書類の備付け)

(Keeping Documents)

第百五条 法第四十五条第一項に規定する業務及び財産の状況を記載した書類は、貸借対照表、損益計算書及び事業報告書（会社以外の者にあつては、これらに準ずる書類）とする。

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 当該書類は、事業年度ごとに当該事業年度経過後三月以内に作成し、特定継続的役務提供等契約に関する業務を行う事務所に遅滞なく備え置かなければならない。

(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 備え置いた書類は、備え置いた日から起算して三年を経過する日までの間、保管すること。

(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.

(特定継続的役務提供における禁止行為)

(Prohibited Acts in Provision of Specified Continuous Services)

第百六条 法第四十六条第一項第四号の主務令で定める行為は、次に掲げるものとする。

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:

一 特定継続的役務提供等契約の締結について迷惑を覚えさせるような仕方で勧誘をし、又は特定継続的役務提供等契約の解除について迷惑を覚えさせるような仕方でこれを妨げること。

(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;

二 若年者、高齢者その他の者の判断力の不足に乘じ、特定継続的役務提供等契約を締結させること。

(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;

三 顧客の知識、経験及び財産の状況に照らして不相当と認められる勧誘を行うこと。

(iii) an act of soliciting a contract that is found to be inappropriate in light of the customer's knowledge, experience, and asset situation;

四 特定継続的役務提供等契約を締結するに際し、当該契約に係る書面に年齢、職業その他の事項について虚偽の記載をさせること。

(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;

五 特定継続的役務提供等契約の相手方に当該契約に基づく債務を履行させるため、次に掲げる行為を行うこと。

(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:

イ 当該特定継続的役務提供等契約の相手方の年収、預貯金又は借入れの状況その他の支払能力に関する事項について虚偽の申告をさせること。

- (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;
- ロ 当該特定継続的役務提供等契約の相手方の意に反して貸金業者の営業所、銀行の支店その他これらに類する場所に連行すること。
- (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
- ハ 当該特定継続的役務提供等契約の相手方に割賦販売法第三十五条の三の三第一項に規定する個別信用購入あつせん関係受領契約若しくは金銭の借入に係る契約を締結させ、又は預貯金を引き出させるため、迷惑を覚えさせるような仕方でこれを勧誘すること。
- (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;
- 六 法第四十八条第二項ただし書の政令で定める関連商品の販売に係る契約の解除を妨げるため、当該商品の販売に係る契約を締結した際、特定継続的役務提供受領者等に当該商品を使用させ又はその全部若しくは一部を消費させること。
- (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;
- 七 関連商品販売契約に基づく債務又は関連商品販売契約の解除によつて生ずる債務の全部又は一部の履行を拒否し、又は不当に遅延させること（役務提供事業者又は販売業者が関連商品の販売の代理又は媒介を行つている場合にあっては、関連商品販売契約に基づく債務又は関連商品販売契約の解除によつて生ずる債務の全部又は一部の履行を拒否し、又は不当に遅延させることを唆すること。）。
- (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

八 法第四十二条第四項の規定により同条第一項、第二項又は第三項の規定により交付する書面に記載すべき事項を電磁的方法により提供するに際し、次に掲げる行為を行うこと。

(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:

イ 電磁的方法による提供を希望しない旨の意思を表示した特定継続的役務の提供を受けようとする者等に対し、電磁的方法による提供に係る手続を進める行為

(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;

ロ 特定継続的役務の提供を受けようとする者等の判断に影響を及ぼすこととなるものにつき、不実のことを告げる行為（法第四十四条第一項に規定する行為を除く。）

(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);

ハ 威迫して困惑させる行為（法第四十四条第三項に規定する行為を除く。）

(c) an act of using intimidation to overwhelm a person (excluding the acts prescribed in Article 44, paragraph (3) of the Act);

ニ 財産上の利益を供与する行為

(d) an act of giving an economic advantage;

ホ 法第四十二条第一項、第二項又は第三項の規定による書面の交付につき、費用の徴収その他財産上の不利益を与える行為（ニに掲げる行為を除く。）

(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));

ヘ 第九十九条第三項の確認に際し、偽りその他不正の手段により特定継続的役務の提供を受けようとする者等に不当な影響を与える行為

(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);

ト 第九十九条第三項の確認をせず、又は確認ができない特定継続的役務の提供を受けようとする者等に対し電磁的方法による提供をする行為

(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;

チ 偽りその他不正の手段により特定継続的役務の提供を受けようとする者等の承諾を代行し、又は電磁的方法により提供される事項の受領を代行する行為

(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

リ イからチまでに掲げるもののほか、特定継続的役務の提供を受けようとする者等の意に反して承諾させ、又は電磁的方法により提供される事項を受領させる行為

(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.

(令第二十八条において準用する令第七条の主務省令で定めるもの)

(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)

第百七条 第二十条の規定は、令第二十八条において読み替えて準用する令第七条に規定する主務省令で定めるものについて準用する。

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.

(法第四十七条の二第一項の主務省令で定める者)

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

第百八条 法第四十七条の二第一項の主務省令で定める者は、法第四十七条第一項前段の規定により停止を命ぜられた業務の遂行に主導的な役割を果たしている者とする。

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.

(特定継続的役務提供契約の解除の妨害後の書面の交付)

(Delivery of a Document After Cancellation of Specified Continuous Service Contract is Prevented)

第百九条 法第四十八条第一項の書面には、次に掲げる事項を記載しなければならない。

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

一 特定継続的役務提供等契約の内容及び関連商品の商品名

(i) details of the contract for specified continuous service or sale of specified rights and the name of the related goods;

二 役務の対価又は権利の販売価格その他の特定継続的役務提供受領者等が支払わなければならない金銭の額

(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;

三 法第四十八条第一項の規定に基づき、当該書面を受領した日から起算して八日を経過するまでは、書面又は電磁的記録により特定継続的役務提供等契約の解除等を行うことができること。

(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;

四 法第四十八条第二項から第七項までの規定に関する事項

(iv) matters concerning the provisions of Article 48, paragraphs (2) through (7) of the Act;

五 役務提供事業者又は販売業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(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;

六 特定継続的役務提供等契約の申込み又は締結を担当した者の氏名

(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;

七 特定継続的役務提供等契約の締結の年月日

(vii) the date on which the contract for specified continuous service or sale of specified rights has been entered into; and

八 関連商品がある場合には、当該商品を販売する者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(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 書面には日本産業規格Z 8305に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(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 書面に記載するに際し、第一項第三号及び第四号に掲げる内容については赤枠の中に赤字で記載しなければならない。

(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 前三項の規定により交付する書面は、様式第三によること。

(4) The document to be delivered pursuant to the provisions of the preceding three paragraphs must be provided in accordance with Form 3.

5 役務提供事業者又は販売業者は、法第四十八条第一項の書面を特定継続的役務提供受領者等に交付した際には、直ちに特定継続的役務提供受領者等が当該書面を見ていることを確認した上で、第一項第三号及び第四号に掲げる内容について特定継続的役務提供受領者等に告げなければならない。

(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.

第四章 業務提供誘引販売取引

Chapter IV Business Opportunity Sales Transactions

(業務提供誘引販売取引における重要事項)

(Important Matters in the Business Opportunity Sales Transactions)

第百十条 法第五十二条第一項第一号の主務省令で定める事項は、次の各号に掲げるものとする。

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:

一 商品の効能

(i) the efficacy of the goods;

二 商品の商標又は製造者名

(ii) the trademark or the name of the manufacturer of the goods;

三 商品の販売数量

(iii) quantity of goods sold;

四 商品の必要数量

(iv) quantity of goods required; and

五 役務又は権利に係る役務の効果

(v) the effects of the services relating to the services or the rights.

(法第五十二条第三項の主務省令で定める場所)

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

第百十一条 法第五十二条第三項の主務省令で定める場所は、次の各号に掲げるものとする。

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:

一 営業所

(i) a business office;

二 代理店

(ii) an agency;

三 露店、屋台店その他これらに類する店

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

四 前三号に掲げるもののほか、一定の期間にわたり、商品を陳列し、当該商品を販売する場所であつて、店舗に類するもの

(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

五 自動販売機その他の設備であつて、当該設備により売買契約又は役務提供契約の締結が行われるものが設置されている場所

(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.

(業務提供誘引販売取引についての広告)

(Advertisements for Business Opportunity Sales Transactions)

第百十二条 法第五十三条第四号の主務省令で定める事項は、次に掲げるものとする。

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

一 業務提供誘引販売業を行う者の氏名又は名称、住所及び電話番号

(i) the name, address, and telephone number of the person engaged in business opportunity sales;

二 業務提供誘引販売業を行う者が法人であつて、電子情報処理組織を使用する方法により広告をする場合には、当該業務提供誘引販売業を行う者の代表者又は業務提供誘引販売業に関する業務の責任者の氏名

(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;

三 業務提供誘引販売業を行う者が外国法人又は外国に住所を有する個人であつて、国内に事務所等を有する場合には、当該事務所等の所在場所及び電話番号

(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.

四 商品名

(iv) the name of the goods; and

五 業務提供誘引販売取引電子メール広告（法第五十四条の三第一項第一号の業務提供誘引販売取引電子メール広告をいう。以下同じ。）をするときは、業務提供誘引販売業を行う者の電子メールアドレス

(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;

第百十三条 法第五十三条の規定により業務提供誘引販売取引について広告をするときは、同条第二号の事項については商品（法第五十一条第一項の商品をいう。次条を除き、以下この章において同じ。）の購入金額若しくは役務の対価の支払の金額又は取引料の金額（商品の購入又は役務の対価の支払と取引料の提供とが併せて行われる場合にあっては、その商品の購入金額又はその役務の対価の支払の金額と取引料の金額との合計額）を明示しなければならない。

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 法第五十三条の規定により業務提供誘引販売取引について広告をするときは、同条第三号については次に定めるところにより表示しなければならない。

(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:

一 提供し、又はあつせんする業務の内容を表示すること。

(i) details of the operations to be provided or mediated must be indicated;

二 一定の期間内に業務を提供し、又はあつせんする回数、業務に対する報酬の条件など、業務の提供又はあつせんの態様に応じて、当該業務の提供又はあつせんについての条件に係る重要な事項を表示すること。

(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

三 収受し得る金額その他の業務提供利益の指標を表示するときは、その指標と同等の水準の業務提供利益を実際に収受している者が当該業務提供誘引販売業に関して

業務提供誘引販売取引を行つた者の多数を占めることを示す数値を表示するなど、業務提供利益の見込みについて正確に理解できるように、根拠又は説明を表示すること。

- (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.

(誇大広告等の禁止)

(Prohibition of Misleading Advertising)

第百十四条 法第五十四条の主務省令で定める事項は次のとおりとする。

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

一 当該業務提供誘引販売取引に伴う特定負担に関する事項

- (i) matters concerning the specified burden required for business opportunity sales transactions;

二 当該業務提供誘引販売業に係る業務提供利益その他の業務の提供条件に関する事項

- (ii) matters concerning the business opportunity profit related to the business opportunity sales and any other conditions for providing the operations;

三 商品の種類、性能、品質若しくは効能、役務の種類、内容若しくは効果又は権利の種類、内容若しくはその権利に係る役務の種類、内容若しくは効果

- (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;

四 商品の原産地若しくは製造地、商標又は製造者名

- (iv) the place of origin or place of production, the trademark, or the name of the manufacturer of the goods;

五 商品、権利若しくは役務、業務提供誘引販売業を行う者又は業務提供誘引販売業を行う者の行う事業についての国、地方公共団体、著名な法人その他の団体又は著名な個人の関与

- (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

六 業務提供誘引販売業に係る業務提供誘引販売取引についての契約の解除に関する事項（法第五十八条第一項から第三項までの規定に関する事項を含む。）

(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).

(法第五十四条の三第一項第二号の主務省令で定める場合)

(Case Specified by Order of the Competent Ministry Referred to in Article 54-3, Paragraph (1), Item (ii) of the Act)

第百十五条 法第五十四条の三第一項第二号の主務省令で定める場合は、次のいずれかの場合とする。

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:

一 相手方の請求に基づいて、又はその承諾を得て電磁的方法により送信される電磁的記録の一部に掲載することにより広告がなされる場合

(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

二 電磁的方法により送信しようとする電磁的記録の一部に広告を掲載することを条件として利用者に電磁的方法の使用に係る役務を提供する者（業務提供誘引販売業を行う者が当該役務を提供する者である場合を含む。）による当該役務の提供に際して、広告がなされる場合（利用者を誘引し、又は強制し、当該役務を利用して電磁的記録を送信させることにより、当該役務の提供に際して広告をするときを除く。）

(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).

(記録の保存)

(Preservation of Records)

第百十六条 法第五十四条の三第三項の主務省令で定めるものは次に掲げるものとする。

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:

一 電子情報処理組織を使用する方法（電磁的方法を除く。）により相手方から承諾を得、又は請求を受けた場合にあっては、承諾又は請求ごとに当該承諾又は請求があつたことを示す書面等。ただし、業務提供誘引販売業を行う者が、当該承諾を得、又は請求を受けるために定型的な内容を表示しており、かつ、当該承諾を得、又は

請求を受けたときに当該承諾又は請求の内容に係る情報を一覧性のある電磁的記録として自動的に編集する方法を用いている場合であつて、当該定型的な内容の表示において、当該電子計算機の操作が当該相手方に業務提供誘引販売取引電子メール広告をすることを承諾し、又は請求するものであることを容易に認識できるよう表示している場合には、当該承諾を得、又は請求を受けるために表示した定型的な内容を示す書面等及び当該内容の表示がされた時期を示す書面等。

- (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

二 電磁的方法、書面その他の方法により相手方から承諾を得、又は請求を受けた場合にあつては、承諾又は請求ごとに当該承諾又は請求があつたことを示す書面等。ただし、業務提供誘引販売業を行う者が、当該承諾を得、又は請求を受けるために定型的な内容を表示しており、かつ、当該承諾を得、又は請求を受けたときに当該承諾又は請求の内容に係る情報を一覧性のある書面等として正確に編集する方法を用いている場合であつて、当該定型的な内容の表示において、当該電磁的方法による電磁的記録の送信、当該書面への記入その他の行為が当該相手方に業務提供誘引販売取引電子メール広告をすることを承諾し、又は請求するものであることを容易に認識できるよう表示している場合には、当該承諾を得、又は請求を受けるために表示した定型的な内容を示す書面等及び当該内容の表示がされた時期を示す書面等。

- (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 前項の書面等は、相手方に対し業務提供誘引販売取引電子メール広告を行つた日から三年間保存しなければならない。

(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.

(連絡方法の表示)

(Indication of Means of Contact)

第百十七条 法第五十四条の三第四項の主務省令で定めるものは、次のいずれかの事項とし、当該事項は、当該業務提供誘引販売取引電子メール広告の本文に容易に認識できるように表示しなければならない。

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:

一 電子メールアドレス（相手方が業務提供誘引販売取引電子メール広告の提供を受けない旨の意思の表示をすることができるものに限る。）

(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

二 電子情報処理組織において識別するための文字、記号その他の符号若しくはこれらの結合（電子計算機に入力されることによつて当該電子計算機の映像面に表示される手続に従うことにより、相手方が業務提供誘引販売取引電子メール広告の提供を受けない旨の意思の表示をすることができるものに限る。）又はこれに準ずるもの

(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.

(法第五十四条の四第一項第二号の主務省令で定める場合)

(Case Specified by Order of the Competent Ministry Referred to in Article 54-4,

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

第百十八条 法第五十四条の四第一項第二号の主務省令で定める場合は次のいずれかの場合とする。

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:

一 相手方の請求に基づいて、又はその承諾を得て電磁的方法により送信される電磁的記録の一部に掲載することにより、業務提供誘引販売取引電子メール広告委託者（法第五十四条の四第一項本文の業務提供誘引販売取引電子メール広告委託者をいう。以下同じ。）に係る業務提供誘引販売取引電子メール広告がなされる場合

(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

二 電磁的方法により送信しようとする電磁的記録の一部に広告を掲載することを条件として利用者に電磁的方法の使用に係る役務を提供する者（業務提供誘引販売取引電子メール広告受託事業者（法第五十四条の四第一項本文の業務提供誘引販売取引電子メール広告受託事業者をいう。）が当該役務を提供する者である場合を含む。）による当該役務の提供に際して、業務提供誘引販売取引電子メール広告委託者に係る業務提供誘引販売取引電子メール広告がなされる場合（利用者を誘引し、又は強制し、当該役務を利用して電磁的記録を送信させることにより、当該役務の提供に際して広告をするときを除く。）

(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).

（業務提供誘引販売取引における書面の交付）

(Delivery of Documents in Business Opportunity Sales Transactions)

第百十九条 法第五十五条第一項の規定により業務提供誘引販売取引に伴う特定負担をしようとする者に交付する書面にはその業務提供誘引販売業に係る次の事項を明記しなければならない。

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:

一 業務提供誘引販売業を行う者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(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;

二 商品（施設を利用し及び役務の提供を受ける権利を除く。）の種類及びその性能若しくは品質に関する重要な事項又は権利若しくは役務の種類及びこれらの内容に関する重要な事項

(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;

三 商品名

(iii) the name of the goods;

四 商品若しくは提供される役務を利用する業務の提供又はあつせんについての条件に関する重要な事項

(iv) important matters concerning the conditions to provide or mediate the operations using the goods or the services provided;

五 当該業務提供誘引販売取引に伴う特定負担の内容

(v) matters concerning the specified burden required for the business opportunity sales transaction;

六 契約の解除の条件その他の当該業務提供誘引販売業に係る契約に関する重要な事項

(vi) conditions to cancel a contract and other important matters concerning a contract relating to the business opportunity sales; and

七 割賦販売法第二条第二項に規定するローン提携販売の方法又は同条第三項に規定する包括信用購入あつせん若しくは同条第四項に規定する個別信用購入あつせんに係る提供の方法により商品の販売又は役務の提供を行う場合には、同法第二十九条の四第二項（同条第三項において準用する場合を含む。）又は同法第三十条の四（同法第三十条の五第一項において準用する場合を含む。）若しくは同法第三十五条の三の十九の規定に基づきローン提携販売業者又は包括信用購入あつせん関係販売業者、個別信用購入あつせん関係販売業者、包括信用購入あつせん関係役務提供事業者若しくは個別信用購入あつせん関係役務提供事業者に対して生じている事由をもって、商品の購入者又は役務の提供を受ける者はローン提供業者又は包括信用

購入あつせん業者若しくは個別信用購入あつせん業者に対抗することができること。

(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 前項の書面には書面の内容を十分に読むべき旨を赤枠の中に赤字で記載しなければならない。

(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 第一項の書面には日本産業規格Z 8305に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(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.

第二百二十条 法第五十五条第二項第五号の主務省令で定める事項は、次のとおりとする。

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:

一 当該業務提供誘引販売業を行う者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(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;

二 当該業務提供誘引販売契約の締結を担当した者の氏名

(ii) the name of a person who has been in charge of the entrance into the

business opportunity sales contract;

三 契約年月日

(iii) the date of the contract;

四 商品名及び商品の商標又は製造者名

(iv) the name of the goods and the trademark or the name of the manufacturer of the goods;

五 特定負担以外の義務についての定めがあるときは、その内容

(v) if there are provisions for obligations other than the specified burden; the details of the provisions; and

六 割賦販売法第二条第二項に規定するローン提携販売の方法又は同条第三項に規定する包括信用購入あつせん若しくは同条第四項に規定する個別信用購入あつせんに係る提供の方法により商品の販売又は役務の提供を行う場合には、同法第二十九条の四第二項（同条第三項において準用する場合を含む。）又は同法第三十条の四（同法第三十条の五第一項において準用する場合を含む。）若しくは同法第三十五条の三の十九の規定に基づきローン提携販売業者又は包括信用購入あつせん関係販売業者、個別信用購入あつせん関係販売業者、包括信用購入あつせん関係役務提供事業者若しくは個別信用購入あつせん関係役務提供事業者に対して生じている事由をもつて、商品の購入者又は役務の提供を受ける者はローン提供業者又は包括信用購入あつせん業者若しくは個別信用購入あつせん業者に対抗することができること。

(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.

第二百一十一条 法第五十五条第二項の規定により業務提供誘引販売業を行う者が契約の相手方に交付する書面（以下この条において「契約書面」という。）は、次の表の上

欄に掲げる事項について、それぞれ同表の下欄の基準に合致したものでなければならない。

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.

事項 Matters	基準 Standards Requirements
一 引き渡された商品（施設を利用し及び役務の提供を受ける権利を除く。）が種類又は品質に関して契約の内容に適合しない場合の責任に関する事項 (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	引き渡された商品（施設を利用し及び役務の提供を受ける権利を除く。）が種類又は品質に関して契約の内容に適合しない場合に業務提供誘引販売業を行う者がその不適合について責任を負わない旨が定められていないこと。 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.
二 契約の解除に関する事項 (2) matters Matters concerning cancellation of the contract	イ業務提供誘引販売取引の相手方からの契約の解除ができない旨が定められていないこと。 (a) none of the provisions must prohibit the counterparty to of business opportunity related sales transactions from cancelling the contract.

	ロ業務提供誘引販売業を行う者の責めに帰すべき事由により契約が解除された場合における業務提供誘引販売業を行う者の義務に関し、民法に規定するものより業務提供誘引販売取引の相手方に不利な内容が定められていないこと。 (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.
三 その他の特約に関する事項 (3) matters Matters concerning other special provisions	法令に違反する特約が定められていないこと。 no No special provisions must be prescribed in violation of laws and regulations.

2 契約書面には、次の表の上欄に掲げる事項については、同表の下欄に掲げる内容を記載しなければならない。

(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.

事項 Matters	内容 Details
一 商品若しくは提供される役務を利用する業務の提供又はあつせんについての条件に関する事項	イ 提供し、又はあつせんする業務の内容 (a) details of the operationsbusiness to be made available or mediated

(1) matters concerning the conditions for making available or mediating the operations business using the goods or the services provided offered

ロ 一週間、一月間その他の一定の期間内に提供し、又はあつせんする業務の回数又は時間その他の提供し、又はあつせんする業務の量

(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 operations business to be made available or mediated

ハ 一回当たり又は一時間当たりの業務に対する報酬の単価その他の報酬の単価が定められている場合には、その単価

(c) if where the unit rate of the reward for the operations business per session or per hour, or any other unit rate of the reward has been specified, the unit rate

ニ ロ及びハにより定められるものその他の業務提供利益の計算の方法

(d) the methods of calculating the details specified in (b) and (c) or any other business opportunity profits

ホ ニに掲げるもののほか、業務提供利益の全部又は一部が支払われないこととなる場合があるときは、その条件

(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

ヘ ニ及びホに掲げるもののほか、業務提供利益の支払の時期及び方法その他の業務提供利益の支払の条件

(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

二 当該業務提供誘引販売取引に伴う特定負担に関する事項 (2) matters concerning the specified burden involved in the business opportunity related sales transactions	イ 商品（施設を利用し及び役務の提供を受ける権利を除く。）の購入については、その購入先、数量、金額、代金の支払の時期及び方法並びに当該商品の引渡し時期及び方法 (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 ロ 権利の購入については、その購入先、金額、代金の支払の時期及び方法並びに当該権利の移転の時期及び方法 (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 ハ 役務の対価の支払については、その支払先、金額、対価の支払の時期及び方法並びに当該役務の提供の時期及び方法 (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 ニ 取引料の提供については、その提供先、金額、性格並びに提供の時期及び方法 (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 ホ 取引料のうち返還されるものがあるときは、その返還の条件 (e) if when where part of the transaction fee is to be reimbursed, the conditions of the reimbursement
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三 当該契約の解除に関する事項（法第五十八条第一項から第三項までの規定に関する事項を含む。） (3) matters concerning cancellation of the contract (including matters concerning the provisions of Article 58, paragraphs (1) through (3) of the Act)	イ 契約書面を受領した日から起算して二十日を経過するまでは、業務提供誘引販売取引の相手方は、書面又は電磁的記録によりその契約の解除を行うことができること。 (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
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ロ イに記載した事項にかかわらず、業務提供誘引販売取引の相手方が、業務提供誘引販売業を行う者が法第五十二条第一項の規定に違反して業務提供誘引販売契約の解除に関する事項につき不実のことを告げる行為をしたことにより誤認をし、又は業務提供誘引販売業を行う者が法同条第二項の規定に違反して威迫したことにより困惑し、これらによつて業務提供誘引販売契約の解除を行わなかつた場合には、当該業務提供誘引販売業を行う者が交付した法第五十八条第一項の書面を当該業務提供誘引販売取引の相手方が受領した日から起算して二十日を経過するまでは、当該業務提供誘引販売取引の相手方は、書面又は電磁的記録によりその契約の解除を行うことができること。

(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 matters information concerning cancellation of the sales contract for business opportunity sales contract in violation of the provisions of Article 52, paragraph (1) of the Act, or due to being disturbed by the act of the person engaged in business opportunity sales of intimidating the counterparty 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

ハ イ又はロの契約の解除があつた場合において、その業務提供誘引販売業を行う者は、業務提供誘引販売取引の相手方に対し、その契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。

(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

ニ イ又はロの契約の解除は、業務提供誘引販売取引の相手方が、その契約の解除を行う旨の書面又は電磁的記録を発した時に、その効力を生ずること。

(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

ホ イ又はロの契約の解除があつた場合において、その契約に係る商品（施設を利用し及び役務の提供を受ける権利を除く。）の引渡しが既にされているときは、その引取りに要する費用は、その業務提供誘引販売業を行う者の負担とすること。

(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

	ヘ イ又はロの契約の解除があつた場合において、当該契約に係る商品の代金若しくは役務の対価の支払又は取引料の提供が行われているときは、業務提供誘引販売業を行う者は、業務提供誘引販売取引の相手方に対し、速やかに、その全額を返還すること。 (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 契約書面には書面の内容を十分に読むべき旨を赤枠の中に赤字で記載しなければならない。
- (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 契約書面には日本産業規格Z八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。
- (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 書面に記載するに際し、第二項の表第三号の下欄に掲げる内容については赤枠の中に赤字で記載しなければならない。
- (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.

(法第五十五条第一項又は第二項の規定により交付しなければならない書面の交付に係る電磁的方法)

(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)

第二百二十二条 法第五十五条第三項の電磁的方法は、次に掲げるものとする。

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

一 電子情報処理組織（業務提供誘引販売業を行う者の使用に係る電子計算機と業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方の使用に係る電子計算機とを電気通信回線で接続した電子情報処理組織をいう。第二百二十五条において同じ。）を使用する方法のうちイ又はロに掲げるもの

(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

イ 業務提供誘引販売業を行う者の使用に係る電子計算機と業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方の使用に係る電子計算機とを接続する電気通信回線を通じて送信し、当該業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方の使用に係る電子計算機に備えられたファイルに記録する方法

(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

ロ 業務提供誘引販売業を行う者の使用に係る電子計算機に備えられたファイルに記録された書面に記載すべき事項を電気通信回線を通じて業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方の閲覧に供し、当該業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方の使用に係る電子計算機に備えられたファイルに当該事項を記録する方法

(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;

二 電磁的記録媒体をもつて調製するファイルに書面に記載すべき事項を記録したものを交付する方法

- (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 前項に掲げる方法は、次に掲げる基準に適合するものでなければならない。
- (2) The means stated in the preceding paragraph must conform to the following standards:
- 一 業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方がファイルへの記録を出力することにより書面を作成できるものであること。
- (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;
- 二 ファイルに記録された書面に記載すべき事項について、改変が行われていないかどうかを確認することができる措置が講じられていること。
- (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
- 三 前項第一号ロに掲げる方法にあつては、ファイルに記録された書面に記載すべき事項を業務提供誘引販売業を行う者の使用に係る電子計算機に備えられたファイルに記録する旨又は記録した旨を業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方に対し通知するものであること。
- (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 業務提供誘引販売業を行う者は、第一項に掲げる方法により法第五十五条第一項又は第二項の規定による書面の交付に代えて当該書面に記載すべき事項を提供するときは、業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方が当該事項を明瞭に読むことができるように表示しなければならない。
- (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.

(法第五十五条第一項又は第二項の規定により交付しなければならない書面の交付に係る電磁的方法の種類及び内容)

(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)

第二百二十三条 令第三十二条第一項の規定により示すべき電磁的方法の種類及び内容は、次に掲げるものとする。

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:

- 一 前条第一項に掲げる方法のうち、業務提供誘引販売業を行う者が使用するもの
(i) a means stated in paragraph (1) of the preceding Article that is used by a person engaged in business opportunity sales; and
- 二 ファイルへの記録の方式
(ii) the format for recording matters into a file.

(法第五十五条第三項の規定による承諾の取得に当たつての説明及び確認等)

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

第二百二十四条 業務提供誘引販売業を行う者は、前条に掲げる事項を示すときは、業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方に対し、次に掲げる事項（法第五十五条第一項の書面に記載すべき事項を同条第三項の規定による電磁的方法により提供する場合にあつては、第三号に掲げる事項を除く。）を説明しなければならない。

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:

- 一 業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方がこの項の説明及び第三項の確認を受けた上で、法第五十五条第三項の規定による承諾をしなければ、同条第一項又は第二項の書面が交付されること。
(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;

二 法第五十五条第三項の規定による電磁的方法により提供される事項は、同条第一項又は第二項の書面に記載すべき事項であり、かつ、業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方にとって重要なものであること。

(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;

三 法第五十五条第二項の書面に記載すべき事項を同条第三項の規定による電磁的方法（第百二十二条第一項第一号に掲げる方法に限る。）により提供する場合においては、業務提供誘引販売契約の相手方の使用に係る電子計算機に備えられたファイルへの記録がされた時に当該業務提供誘引販売契約の相手方に到達したものとみなされ、かつ、当該記録がされた日から起算して二十日を経過した場合においては、法第五十八条第一項の規定による業務提供誘引販売契約の解除ができなくなること。

(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

四 法第五十五条第三項の規定による電磁的方法により提供される事項を閲覧するために必要な電子計算機（その映像面の最大径をセンチメートル単位で表した数値を二・五四で除して小数点以下を四捨五入した数値が五以上である電子計算機をいう。以下この条において同じ。）を日常的に使用し、かつ、当該提供を受けるために電子計算機を自ら操作（当該提供が完結するまでの操作をいう。第三項第一号において同じ。）することができる業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方に限り、法第五十五条第三項の規定による電磁的方法による提供を受けることができること。

(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 業務提供誘引販売業を行う者は、前項の説明をするときは、業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方が理解できるように平易な表現を用いなければならない。

(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 業務提供誘引販売業を行う者は、第一項の説明をした上で、次に掲げる事項を確認しなければならない。

(3) After giving the explanation referred to paragraph (1), a person engaged in business opportunity sales must confirm the following matters:

一 業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方が電子メールの送受信その他の法第五十五条第三項の規定による電磁的方法により提供される事項を閲覧するために必要な操作を自ら行うことができ、かつ、当該業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方が当該閲覧のために必要な電子計算機及び電子メールアドレス（電子メールにより提供される場合に限る。）を日常的に使用していること。

(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;

二 業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方が閲覧のために必要な電子計算機に係るサイバーセキュリティを確保していること。

(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

三 業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方が法第五十五条第三項の規定による電磁的方法により提供される事項を当該業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方があらかじめ指定する者に対しても電子メールにより送信することを求める意思の有無及び当該送信を求める場合においては、当該者の電子メールアドレス

(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 業務提供誘引販売業を行う者は、前項の確認をするときは、業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方が日常的に使用する電子計算機を自ら操作し、当該業務提供誘引販売業を行う者の令第二条第一号に規定するウェブページ等を利用する方法により行わなければならない。

(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 業務提供誘引販売業を行う者は、業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方が令第三十二条第一項の書面等に当該業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方の氏名及び第一項の説明の内容を理解した旨を記入することにより、法第五十五条第三項の規定による承諾を得るものとする。この場合において、業務提供誘引販売業を行う者は、記号の記入その他の当該業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方の当該承諾に係る認識が明らかにならない方法を用いてはならない。

(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 業務提供誘引販売業を行う者は、業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方が第三項第三号の規定により電子メールの送信を求める場合においては、当該業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方があらかじめ指定する者に対し、法第五十五条第三項の規定による電磁的方法による提供と同時に送信しなければならない。

(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 業務提供誘引販売業を行う者は、第一項の説明及び第三項の確認をした上で、法第五十五条第三項の規定による承諾を得たときは、当該業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方に対し、同項の規定による電磁的方法による提供を行うまでに、当該承諾を得たことを証する書面（当該承諾を書面によつて得た場合においては、当該書面の写しを含む。以下この項において同じ。）を交付しなければならない。ただし、法第五十五条第一項の書面に記載すべき事項を同条第三項の規定による電磁的方法により提供する場合においては、当該承諾を得たことを証する書面を電磁的方法により提供することができる。

(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.

(法第五十五条第一項又は第二項の規定により交付しなければならない書面の交付に係る情報通信の技術を利用した承諾の取得)

(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)

第百二十五条 令第三十二条第一項の主務省令で定める方法は、次に掲げるものとする。

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:

一 電子情報処理組織を使用する方法のうちイ又はロに掲げるもの

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

イ 業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方の使用に係る電子計算機から電気通信回線を通じて業務提供誘引販売業を行う者の使用に係る電子計算機に令第三十二条第一項の承諾又は同条第二項の申出（以下この項において「承諾等」という。）をする旨を送信し、当該電子計算機に備えられたファイルに記録する方法

(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

ロ 業務提供誘引販売業を行う者の使用に係る電子計算機に備えられたファイルに記録された第百二十三条に掲げる電磁的方法の種類及び内容を電気通信回線を通じて業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方の閲覧に供し、当該電子計算機に備えられたファイルに承諾等をする旨を記録する方法

(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;

二 電磁的記録媒体をもつて調製するファイルに承諾等をする旨を記録したものを交付する方法

(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 前項に掲げる方法は、業務提供誘引販売業を行う者がファイルへの記録を出力することにより書面を作成できるものでなければならない。

(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.

(令第三十二条第三項の規定による確認)

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

第二百二十六条 令第三十二条第三項の規定による確認は、電話、電子情報処理組織を使用する方法その他の方法で業務提供誘引販売契約の相手方の使用に係る電子計算機に備えられたファイルに記録され、かつ、当該業務提供誘引販売契約の相手方が閲覧することができる状態に置かれたことを確認することにより行うものとする。

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.

(法第五十五条第四項の主務省令で定める方法)

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

第二百二十七条 法第五十五条第四項の主務省令で定める方法は、第二百二十二条第一項第二号に掲げる方法とする。

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).

(業務提供誘引販売取引における禁止行為)

(Prohibited Acts in Business Opportunity Sales Transactions)

第二百二十八条 法第五十六条第一項第四号の主務省令で定める行為は、次に掲げるもの

とする。

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:

一 業務提供誘引販売業に係る業務提供誘引販売契約（その業務提供誘引販売業に関して提供され、又はあつせんされる業務を事業所その他これに類似する施設によらないで行う個人との契約に限る。以下この条において同じ。）について迷惑を覚えさせるような仕方で解除を妨げること。

(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;

二 若年者、高齢者その他の者の判断力の不足に乘じ、業務提供誘引販売業に係る業務提供誘引販売契約を締結させること。

(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;

三 業務提供誘引販売取引の相手方の知識、経験及び財産の状況に照らして不相当と認められる勧誘を行うこと。

(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;

四 業務提供誘引販売業に係る業務提供誘引販売契約を締結するに際し、当該契約に係る書面に年齢、職業その他の事項について虚偽の記載をさせること。

(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.

五 業務提供誘引販売業に係る業務提供誘引販売契約の相手方に当該契約に基づく債務を履行させるため、次に掲げる行為を行うこと。

(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:

イ 当該業務提供誘引販売業に係る業務提供誘引販売契約の相手方の年収、預貯金又は借入れの状況その他の支払能力に関する事項について虚偽の申告をさせること。

(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;
- ロ 当該業務提供誘引販売業に係る業務提供誘引販売契約の相手方の意に反して貸金業者の営業所、銀行の支店その他これらに類する場所に連行すること。
- (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
- ハ 当該業務提供誘引販売業に係る業務提供誘引販売契約の相手方に割賦販売法第三十五条の三の三第一項に規定する個別信用購入あつせん関係受領契約若しくは金銭の借入に係る契約を締結させ、又は預貯金を引き出させるため、迷惑を覚えさせるような仕方でこれを勧誘すること。
- (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;
- 六 業務提供誘引販売業を行う者が、電子情報処理組織を使用する方法（電磁的方法を除く。）により電子計算機を用いて送信することにより行われる業務提供誘引販売取引電子メール広告をすることについての承諾を得、又は請求を受ける場合において、顧客の意に反する承諾又は請求が容易に行われないう、顧客の電子計算機の操作（業務提供誘引販売取引電子メール広告をすることについての承諾又は請求となるものに限る。次号において同じ。）が当該業務提供誘引販売取引電子メール広告を受けることについての承諾又は請求となることを、顧客が当該操作を行う際に容易に認識できるように表示していないこと。
- (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;
- 七 業務提供誘引販売業を行う者が、電磁的方法による電磁的記録の送信、書面への記入その他の行為により行われる業務提供誘引販売取引電子メール広告をすること

についての承諾を得、又は請求を受ける場合において、当該業務提供誘引販売取引電子メール広告をすることについての承諾を得、又は請求を受けるための表示を行う際に、顧客の意に反する承諾又は請求が容易に行われないう、顧客の電磁的方法による電磁的記録の送信、書面への記入その他の行為が当該業務提供誘引販売取引電子メール広告を受けることについての承諾又は請求となることを、顧客が容易に認識できるように表示していないこと。

(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;

八 業務提供誘引販売業を行う者が、法第五十四条の四第一項及び同条第二項で準用する法第五十四条の三第二項から第四項までの規定のいずれかに違反する行為を行っている者に、同条第五項各号に掲げる業務の全てにつき一括して委託すること。

(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

九 法第五十五条第三項の規定により同条第一項又は第二項の規定により交付する書面に記載すべき事項を電磁的方法により提供するに際し、次に掲げる行為を行うこと。

(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:

イ 電磁的方法による提供を希望しない旨の意思を表示した業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方に対し、電磁的方法による提供に係る手続を進める行為

(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;
- ロ 業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方の判断に影響を及ぼすこととなるものにつき、不実のことを告げる行為（法第五十二条第一項に規定する行為を除く。）
- (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);
- ハ 威迫して困惑させる行為（法第五十二条第二項に規定する行為を除く。）
- (c) an act of using intimidation to overwhelm a person (excluding the acts prescribed in Article 52, paragraph (2) of the Act);
- ニ 財産上の利益を供与する行為
- (d) an act of giving an economic advantage;
- ホ 法第五十五条第一項又は第二項の規定による書面の交付につき、費用の徴収その他財産上の不利益を与える行為（ニに掲げる行為を除く。）
- (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));
- ヘ 第二百二十四条第三項の確認に際し、偽りその他不正の手段により業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方に不当な影響を与える行為
- (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);
- ト 第二百二十四条第三項の確認をせず、又は確認ができない業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方に対し電磁的方法による提供をする行為
- (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;

チ 偽りその他不正の手段により業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方の承諾を代行し、又は電磁的方法により提供される事項の受領を代行する行為

(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

リ イからチまでに掲げるもののほか、業務提供誘引販売取引に伴う特定負担をしようとする者又は業務提供誘引販売契約の相手方の意に反して承諾させ、又は電磁的方法により提供される事項を受領させる行為

(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.

(令第三十三条において準用する令第七条の主務省令で定めるもの)

(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)

第二百九条 第二十条の規定は、令第三十三条において読み替えて準用する令第七条に規定する主務省令で定めるものについて準用する。この場合において、第二十条第一項中「販売業者又は役務提供事業者」とあり、及び「販売業者若しくは役務提供事業者」とあるのは、「業務提供誘引販売業を行う者」と読み替えるものとする。

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."

(法第五十七条の二第一項の主務省令で定める者)

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

第三十条 法第五十七条の二第一項の主務省令で定める者は、法第五十七条第一項前段の規定により停止を命ぜられた業務の遂行に主導的な役割を果たしている者とする。

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.

(業務提供誘引販売契約の解除の妨害後の書面の交付)

(Delivery of a Document After Cancellation of Business Opportunity Sales Contract is Prevented)

第百三十一条 法第五十八条第一項の書面には、次に掲げる事項を記載しなければならない。

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

一 業務提供誘引販売契約の内容

(i) details of the business opportunity sales contract;

二 法第五十八条第一項の規定に基づき、当該書面を受領した日から起算して二十日を経過するまでは、書面又は電磁的記録により業務提供誘引販売契約の解除を行うことができること。

(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;

三 法第五十八条第一項後段、第二項及び第三項の規定に関する事項

(iii) matters concerning the provisions of the second sentence of paragraph (1), paragraph (2), and paragraph (3) of Article 58 of the Act;

四 業務提供誘引販売契約の解除があつた場合において、当該業務提供誘引販売契約に係る商品の代金若しくは役務の対価の支払又は取引料の提供が行われているときは、業務提供誘引販売業を行う者は、業務提供誘引販売取引の相手方に対し、速やかに、その全額を返還すること。

(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;

五 業務提供誘引販売業を行う者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(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;

六 当該業務提供誘引販売契約の締結を担当した者の氏名

(vi) the name of a person who has been in charge of the entrance into the business opportunity sales contract; and

七 契約年月日

(vii) the date of the contract.

- 2 書面には日本産業規格Z八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。
- (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 書面に記載するに際し、第一項第二号から第四号までに掲げる内容については赤枠の中に赤字で記載しなければならない。
- (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 前三項の規定により交付する書面は、様式第四によること。
- (4) The document to be delivered pursuant to the provisions of the preceding three paragraphs must be provided in accordance with Form 4.
- 5 業務提供誘引販売業を行う者は、法第五十八条第一項の書面を業務提供誘引販売取引の相手方に交付した際には、直ちに業務提供誘引販売取引の相手方が当該書面を見ていることを確認した上で、第一項第二号から第四号に掲げる内容について業務提供誘引販売取引の相手方に告げなければならない。
- (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.

第五章 訪問購入

Chapter V Door-to-Door Purchases

(訪問購入における書面の交付等)

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

第百三十二条 法第五十八条の七第一項第七号の主務省令で定める事項は、次のとおりとする。

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:

一 購入業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名
(i) the name, address, and telephone number of the buyer, and if the buyer is a corporation, the name of their representative;

二 売買契約の申込み又は締結を担当した者の氏名
(ii) the name of a person who has been in charge of the offer for or the entrance into the sales contract;

三 売買契約の申込み又は締結の年月日
(iii) the date on which the sales contract has been offered, or entered into;

四 物品名

(iv) the name of the article;

五 物品の特徴

(v) features of the article;

六 物品又はその附属品に商標、製造者名若しくは販売者名の記載があるとき又は型式があるときは、当該商標、製造者名若しくは販売者名又は型式

(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;

七 契約の解除に関する定めがあるときは、その内容

(vii) if there are provisions for cancellation of the contract, the details of the provisions; and

八 前号に掲げるもののほか特約があるときは、その内容

(viii) beyond what is stated in the preceding item, if there are any special provisions; the details of the special provisions.

第百三十三条 法第五十八条の七第一項又は法第五十八条の八第一項若しくは第二項の規定により交付する書面（以下この条において「書面」という。）は、次の表の上欄に掲げる事項について、それぞれ同表の下欄の基準に合致したものでなければならない。

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.

事項 Matters	基準 Standards Requirements
一 法第五十八条の十五の規定による物品の引渡しの拒絶に関する事項 (i) matters concerning refusal to deliver an article under the provisions of Article 58-15 of the Act	訪問購入に係る物品の購入価格に関し、法第五十八条の十五の規定による物品の引渡しの拒絶をする者に不利な内容が定められていないこと。 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.

二 契約の解除に関する事項 (ii) matters concerning cancellation of the contract	イ 売買契約の相手方からの契約の解除ができない旨が定められていないこと。 (a) none of the provisions prohibit the counterparty to the sales contract from canceling the contract. ロ 購入業者の責めに帰すべき事由により契約が解除された場合における購入業者の義務に関し、民法に規定するものより売買契約の相手方に不利な内容が定められていないこと。 (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.
三 その他の特約に関する事項 (iii) matters concerning other special provisions	法令に違反する特約が定められていないこと。 no special provisions are prescribed in violation of laws and regulations.

2 書面には書面の内容を十分に読むべき旨を赤枠の中に赤字で記載しなければならない。

(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 書面には日本産業規格Z八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(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.

第百三十四条 法第五十八条の七第一項又は法第五十八条の八第一項若しくは第二項の規定により交付する書面に記載する法第五十八条の七第一項第五号に掲げる事項については、次の表の上欄に掲げる区分に応じ、それぞれ同表の下欄に掲げる内容を記載しなければならない。

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.

一 物品の売買契約の申込みの撤回又はその売買契約の解除に関する事項 (i) matters concerning withdrawal of the offer for or cancellation of a sales contract for an article	イ 法第五十八条の八第一項又は第二項の書面を受領した日（その日前に法第五十八条の七第一項の書面を受領した場合にあつては、その書面を受領した日）から起算して八日を経過するまでは、申込者等（法第五十八条の十四第一項の申込者等をいう。以下この条及び第百四十九条において同じ。）は、書面又は電磁的記録により物品の売買契約の申込みの撤回又はその売買契約の解除を行うことができること。 (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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ロ イに記載した事項にかかわらず、申込者等が、購入業者が法第五十八条の十第一項の規定に違反して物品の売買契約の申込みの撤回又はその売買契約の解除に関する事項につき不実のことを告げる行為をしたことにより誤認をし、又は購入業者が同条第三項の規定に違反して威迫したことにより困惑し、これらによつて当該契約の申込みの撤回又は契約の解除を行わなかつた場合には、当該購入業者が交付した法第五十八条の十四第一項ただし書の書面を当該申込者等が受領した日から起算して八日を経過するまでは、当該申込者等は、書面又は電磁的記録により当該契約の申込みの撤回又は契約の解除を行うことができること。

(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

ハ イ又はロの契約の申込みの撤回又は契約の解除は、申込者等が、当該契約の申込みの撤回又は契約の解除に係る書面又は電磁的記録による通知を発した時に、その効力を生ずること。

(c) the fact a 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

ニ イ又はロの契約の申込みの撤回又は契約の解除があつた場合においては、購入業者は、申込者等に対し、その契約の申込みの撤回又は契約の解除に伴う損害賠償又は違約金の支払を請求することができないこと。

(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

ホ イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、その売買契約に係る代金の支払が既にされているときは、その代金の返還に要する費用及びその利息は購入業者の負担とすること。

(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

	へ イ又はロの契約の申込みの撤回又は契約の解除があつた場合において、物品の引渡しが既にされているときは、購入業者は、申込者等に対し、速やかに当該物品を返還すること。 (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 前項及び法第五十八条の七第一項第六号に掲げる事項は赤枠の中に赤字で記載しなければならない。

(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.

(法第五十八条の七第一項の規定により交付しなければならない書面の交付に係る電磁的方法)

(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)

第百三十五条 法第五十八条の七第二項の電磁的方法は、次に掲げるものとする。

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

一 電子情報処理組織（購入業者の使用に係る電子計算機と申込みをした者の使用に係る電子計算機とを電気通信回線で接続した電子情報処理組織をいう。第百三十八条において同じ。）を使用する方法のうちイ又はロに掲げるもの

(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

イ 購入業者の使用に係る電子計算機と申込みをした者の使用に係る電子計算機とを接続する電気通信回線を通じて送信し、当該申込みをした者の使用に係る電子計算機に備えられたファイルに記録する方法

(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

ロ 購入業者の使用に係る電子計算機に備えられたファイルに記録された書面に記載すべき事項を電気通信回線を通じて申込みをした者の閲覧に供し、当該申込みをした者の使用に係る電子計算機に備えられたファイルに当該事項を記録する方法

(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;

二 電磁的記録媒体をもつて調製するファイルに書面に記載すべき事項を記録したものを交付する方法

(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 前項に掲げる方法は、次に掲げる基準に適合するものでなければならない。

(2) The means stated in the preceding paragraph must conform to the following standards:

一 申込みをした者がファイルへの記録を出力することにより書面を作成できるものであること。

(i) the means which enables a person who made an offer to prepare a document by outputting what has been recorded in a file;

二 ファイルに記録された書面に記載すべき事項について、改変が行われていないかどうかを確認することができる措置が講じられていること。

(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

三 前項第一号ロに掲げる方法にあつては、ファイルに記録された書面に記載すべき事項を購入業者の使用に係る電子計算機に備えられたファイルに記録する旨又は記録した旨を申込みをした者に対し通知するものであること。

(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 購入業者は、第一項に掲げる方法により法第五十八条の七第一項の規定による書面の交付に代えて当該書面に記載すべき事項を提供するときは、申込みをした者が当該事項を明瞭に読むことができるように表示しなければならない。

(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.

(法第五十八条の七第一項の規定により交付しなければならない書面の交付に係る電磁的方法の種類及び内容)

(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)

第百三十六条 令第三十五条第一項の規定により示すべき電磁的方法の種類及び内容は、次に掲げるものとする。

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:

一 前条第一項に掲げる方法のうち、購入業者が使用するもの

(i) a means stated in paragraph (1) of the preceding Article that is used by a buyer; and

二 ファイルへの記録の方式

(ii) the format for recording matters into a file.

(法第五十八条の七第二項の規定による承諾の取得に当たつての説明及び確認等)

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

第百三十七条 購入業者は、前条に掲げる事項を示すときは、申込みをした者に対し、次に掲げる事項を説明しなければならない。

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:

一 申込みをした者がこの項の説明及び第三項の確認を受けた上で、法第五十八条の七第二項の規定による承諾をしなければ、同条第一項の書面が交付されること。

(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;

二 法第五十八条の七第二項の規定による電磁的方法により提供される事項は、同条第一項の書面に記載すべき事項であり、かつ、申込みをした者にとって重要なものであること。

(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;

三 法第五十八条の七第一項の書面に記載すべき事項を同条第二項の規定による電磁的方法（第百三十五条第一項第一号に掲げる方法に限る。）により提供する場合においては、申込みをした者の使用に係る電子計算機に備えられたファイルへの記録

がされた時に当該申込みをした者に到達したものとみなされ、かつ、当該記録がされた日から起算して八日を経過した場合においては、法第五十八条の十四第一項の規定による申込みの撤回等ができなくなること。

- (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

四 法第五十八条の七第二項の規定による電磁的方法により提供される事項を閲覧するために必要な電子計算機（その映像面の最大径をセンチメートル単位で表した数値を二・五四で除して小数点以下を四捨五入した数値が五以上である電子計算機をいう。以下この条において同じ。）を日常的に使用し、かつ、当該提供を受けるために電子計算機を自ら操作（当該提供が完結するまでの操作をいう。第三項第一号において同じ。）することができる申込みをした者に限り、法第五十八条の七第二項の規定による電磁的方法による提供を受けることができること。

- (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 購入業者は、前項の説明をするときは、申込みをした者が理解できるように平易な表現を用いなければならない。

- (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 購入業者は、第一項の説明をした上で、次に掲げる事項を確認しなければならない。

- (3) After giving the explanation referred to paragraph (1), a buyer must confirm the following matters:

一 申込みをした者が電子メールの送受信その他の法第五十八条の七第二項の規定に

よる電磁的方法により提供される事項を閲覧するために必要な操作を自ら行うことができ、かつ、当該申込みをした者が当該閲覧のために必要な電子計算機及び電子メールアドレス（電子メールにより提供される場合に限る。）を日常的に使用していること。

- (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;

二 申込みをした者が閲覧のために必要な電子計算機に係るサイバーセキュリティを確保していること。

- (ii) that a person who made an offer ensures cybersecurity for a computer that is necessary for inspection; and

三 申込みをした者が法第五十八条の七第二項の規定による電磁的方法により提供される事項を当該申込みをした者があらかじめ指定する者に対しても電子メールにより送信することを求める意思の有無及び当該送信を求める場合においては、当該者の電子メールアドレス

- (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 購入業者は、前項の確認をするときは、申込みをした者が日常的に使用する電子計算機を自ら操作し、当該購入業者の令第二条第一号に規定するウェブページ等を利用する方法により行わなければならない。

- (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 購入業者は、申込みをした者が令第三十五条第一項の書面等に当該申込みをした者の氏名及び第一項の説明の内容を理解した旨を記入することにより、法第五十八条の七第二項の規定による承諾を得るものとする。この場合において、購入業者は、記号の記入その他の当該申込みをした者の当該承諾に係る認識が明らかにならない方法を用いてはならない。

- (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 購入業者は、申込みをした者が第三項第三号の規定により電子メールの送信を求め
る場合においては、当該申込みをした者があらかじめ指定する者に対し、法第五十八
条の七第二項の規定による電磁的方法による提供と同時に送信しなければならない。

(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 購入業者は、第一項の説明及び第三項の規定による確認をした上で、法第五十八条
の七第二項の規定による承諾を得たときは、申込みをした者に対し、同項の規定によ
る電磁的方法による提供を行うまでに、当該承諾を得たことを証する書面（当該承諾
を書面によつて得た場合においては、当該書面の写しを含む。）を交付しなければな
らない。

(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.

（法第五十八条の七第一項の規定により交付しなければならない書面の交付に係る情
報通信の技術を利用した承諾の取得）

(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)

第百三十八条 令第三十五条第一項の主務省令で定める方法は、次に掲げるものとする。

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:

一 電子情報処理組織を使用する方法のうちイ又はロに掲げるもの

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

イ 申込みをした者の使用に係る電子計算機から電気通信回線を通じて購入業者の
使用に係る電子計算機に令第三十五条第一項の承諾又は同条第二項の申出（以下
この項において「承諾等」という。）をする旨を送信し、当該電子計算機に備え
られたファイルに記録する方法

(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

ロ 購入業者の使用に係る電子計算機に備えられたファイルに記録された第百三十六条に掲げる電磁的方法の種類及び内容を電気通信回線を通じて申込みをした者の閲覧に供し、当該電子計算機に備えられたファイルに承諾等をする旨を記録する方法

(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;

二 電磁的記録媒体をもつて調製するファイルに承諾等をする旨を記録したものを交付する方法

(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 前項に掲げる方法は、購入業者がファイルへの記録を出力することにより書面を作成できるものでなければならない。

(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.

(令第三十五条第三項の規定による確認)

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

第百三十九条 令第三十五条第三項の規定による確認は、電話、電子情報処理組織を使用する方法その他の方法で申込みをした者の使用に係る電子計算機に備えられたファイルに記録され、かつ、当該申込みをした者が閲覧することができる状態に置かれたことを確認することにより行うものとする。

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.

(法第五十八条の七第三項の主務省令で定める方法)

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

第百四十条 法第五十八条の七第三項の主務省令で定める方法は、第百三十五条第一項第二号に掲げる方法とする。

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).

(訪問購入における契約締結時交付書面の記載事項)

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

第百四十一条 法第五十八条の八第二項の主務省令で定める事項は、次のとおりとする。

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:

一 購入業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名
(i) the name, address, and telephone number of the buyer, and if the buyer is a corporation, the name of their representative;

二 売買契約の締結を担当した者の氏名
(ii) the name of a person who has been in charge of the entrance into the sales contract;

三 売買契約の締結の年月日
(iii) the date on which the sales contract has been entered into;

四 物品名
(iv) the name of the article;

五 物品の特徴
(v) features of the article;

六 物品又はその附属品に商標、製造者名若しくは販売者名の記載があるとき又は型式があるときは、当該商標、製造者名若しくは販売者名又は型式
(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;

七 契約の解除に関する定めがあるときは、その内容
(vii) if there are provisions for cancellation of the contract, the details of the provisions;

八 前号に掲げるもののほか特約があるときは、その内容
(viii) beyond what is stated in the preceding item, if there are any special provisions; the details of the special provisions; and

九 売買契約を締結した際に、代金の全部を支払い、かつ、全ての物品の引渡しを受けたとき以外のときは、法第五十八条の七第一項第三号及び第四号の事項
(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.

(法第五十八条の八第三項において準用する法第五十八条の七第二項及び第三項に係る規定の準用)

(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)

第百四十二条 第百三十五条から第百四十条までの規定は、法第五十八条の八第三項において法第五十八条の七第二項及び第三項の規定を準用する場合について準用する。この場合において、「同条第一項」とあり、及び「法第五十八条の七第一項」とあるのは「法第五十八条の八第一項又は第二項」と、「申込みをした者」とあるのは「売買契約の相手方」と読み替えるものとする。

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."

(訪問購入における重要事項)

(Important Matters in Door-to-Door Purchases)

第百四十三条 法第五十八条の十第一項第一号の主務省令で定める事項は、次の各号に掲げるものとする。

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:

一 物品の効能

(i) the efficacy of the article;

二 物品の商標、製造者名及び販売者名

(ii) the trademark, the name of the manufacturer, and the name of the seller of the article; and

三 物品の購入数量

(iii) quantity of articles purchased.

(第三者への物品の引渡しについての相手方に対する通知事項)

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

第百四十四条 法第五十八条の十一の主務省令で定める事項は、次の各号に掲げるものとする。

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

一 第三者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(i) the name, address, and telephone number of the third party, and if the third party is a corporation, the name of their representative;

二 物品を第三者に引き渡した年月日

(ii) the date on which the article was delivered to the third party;

三 物品の種類

(iii) the type of the article;

四 物品名

(iv) the name of the article;

五 物品の特徴

(v) features of the article;

六 物品又はその附属品に商標、製造者名若しくは販売者名の記載があるとき又は型式があるときは、当該商標、製造者名若しくは販売者名又は型式

(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

七 その他売買契約の相手方が第三者への物品の引渡しの状況を知るために参考となるべき事項

(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.

(第三者への物品の引渡しについての通知方法)

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

第百四十五条 法第五十八条の十一の二の規定による通知は、書面により行わなければならない。

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 前項の書面には、次項に規定する場合を除き、次に掲げる事項を記載しなければならない。

(2) Excluding the case prescribed in the following paragraph, the document referred to in the preceding paragraph must include the following matters:

一 第三者に引き渡した物品は、法第五十八条の八第一項各号のいずれかに該当する売買契約の相手方から引渡しを受けた物品であること。

(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;

二 第四号の年月日から起算して八日を経過するまでは、当該契約の相手方は当該売買契約の解除を行うことができること。

(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);

三 当該契約の相手方が、次号の年月日に法第五十八条の七第一項又は法第五十八条の八第一項若しくは第二項の書面を受領していなかった場合及び購入業者が法第五十八条の十第一項の規定に違反して当該契約の解除に関する事項につき不実のことを告げる行為をしたことにより当該告げられた内容が事実であるとの誤認をし、又は購入業者が同条第三項の規定に違反して威迫したことにより困惑し、これらによつて前号の期間を経過するまでに当該契約の解除を行わなかった場合には、当該期間を経過した後も、当該契約の相手方は当該契約の解除を行うことができること。

(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;

四 購入業者が当該物品の売買契約の相手方に対し、当該契約に係る法第五十八条の八第一項又は第二項の書面を交付した年月日（その年月日前に法第五十八条の七第一項の書面を交付した場合にあつては、その書面を交付した年月日）

(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);

五 購入業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名
(v) the name, address, and telephone number of the buyer, and if the buyer is a corporation, the name of their representative;

六 物品を第三者に引き渡す年月日

(vi) the date of delivery of the article to the third party;

七 物品の種類

(vii) the type of the article;

八 物品名

(viii) the name of the article;

九 物品の特徴

(ix) features of the article; and

十 物品又はその附属品に商標、製造者名若しくは販売者名の記載があるとき又は型式があるときは、当該商標、製造者名若しくは販売者名又は型式

(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 法第五十八条の八第一項各号のいずれかに該当する売買契約の相手方が法第五十八条の十四第一項の規定により当該契約を既に解除している場合、第一項の書面には、当該解除の事実及び次に掲げる事項を記載しなければならない。

(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:

一 第三者に引き渡した物品は、法第五十八条の八第一項各号のいずれかに該当する売買契約の相手方から引渡しを受けた物品であること。

(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;

二 当該場合において、物品の引渡しを受けた第三者は、当該契約の相手方からの求めに従い、当該物品を返還すること。

(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;

三 購入業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(iii) the name, address, and telephone number of the buyer, and if the buyer is a corporation, the name of their representative;

四 物品を第三者に引き渡す年月日

(iv) the date of delivery of the article to the third party;

五 物品の種類

(v) the type of the article;

六 物品名

(vi) the name of the article;

七 物品の特徴

(vii) features of the article; and

八 物品又はその附属品に商標、製造者名若しくは販売者名の記載があるとき又は型式があるときは、当該商標、製造者名若しくは販売者名又は型式

(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 書面には日本産業規格Z八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(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 書面に記載するに際し、第二項第一号から第四号（第三項に規定する場合は、当該解除の事実並びに同項第一号及び第二号）までに掲げる内容については赤枠の中に赤字で記載しなければならない。

(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 第二項、第四項及び前項の規定により交付する書面は、様式第五によること。ただし、前三項の規定により交付する書面は、様式第六によること。

(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.

（訪問購入における禁止行為）

(Prohibited Acts in Door-to-Door Purchases)

第四百四十六条 法第五十八条の十二第一項第四号の主務省令で定める行為は、次に掲げるものとする。

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:

- 一 訪問購入に係る売買契約の締結について迷惑を覚えさせるような仕方で勧誘をし、迷惑を覚えさせるような仕方で訪問購入に係る物品の引渡しを受け、又は訪問購入に係る売買契約の申込みの撤回、解除若しくは法第五十八条の十五の規定による物品の引渡しの拒絶について迷惑を覚えさせるような仕方でこれを妨げること。

(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;

- 二 若年者、高齢者その他の者の判断力の不足に乘じ、訪問購入に係る売買契約を締結させ、又は訪問購入に係る物品の引渡しをさせること。

(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;

- 三 顧客の知識及び経験に照らして不相当と認められる勧誘を行うこと。

(iii) an act of soliciting a contract that is found to be inappropriate in light of the customer's knowledge and experience;

四 訪問購入に係る売買契約を締結するに際し、当該契約に係る書面に年齢、職業その他の事項について虚偽の記載をさせること。

(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;

五 訪問購入に係る売買契約の締結について勧誘をするため、道路その他の公共の場所において、顧客の進路に立ちふさがり、又は顧客につきまとうこと。

(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

六 法第五十八条の七第二項（法第五十八条の八第三項において準用する場合を含む。）の規定により法第五十八条の七第一項の規定により交付する書面（法第五十八条の八第三項において準用する場合にあつては、同条第一項又は第二項の規定により交付する書面）に記載すべき事項を電磁的方法により提供するに際し、次に掲げる行為を行うこと。

(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):

イ 電磁的方法による提供を希望しない旨の意思を表示した顧客又は売買契約の相手方に対し、電磁的方法による提供に係る手続を進める行為

(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;

ロ 顧客又は売買契約の相手方の判断に影響を及ぼすこととなるものにつき、不実のことを告げる行為（法第五十八条の十第一項に規定する行為を除く。）

(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);

ハ 威迫して困惑させる行為（法第五十八条の十第三項に規定する行為を除く。）

(c) an act of using intimidation to overwhelm a person (excluding the acts prescribed in Article 58-10, paragraph (3) of the Act);

ニ 財産上の利益を供与する行為

(d) an act of giving an economic advantage;

ホ 法第五十八条の七第一項又は法第五十八条の八第一項若しくは第二項の規定による書面の交付につき、費用の徴収その他財産上の不利益を与える行為（ニに掲

げる行為を除く。)

- (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));

ヘ 第百三十七条第三項の確認に際し、偽りその他不正の手段により顧客又は売買契約の相手方に不当な影響を与える行為

- (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);

ト 第百三十七条第三項の確認をせず、又は確認ができない顧客又は売買契約の相手方に対し電磁的方法による提供をする行為

- (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;

チ 偽りその他不正の手段により顧客又は売買契約の相手方の承諾を代行し、又は電磁的方法により提供される事項の受領を代行する行為

- (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

リ イからチまでに掲げるもののほか、顧客又は売買契約の相手方の意に反して承諾させ、又は電磁的方法により提供される事項を受領させる行為

- (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.

(令第三十六条において準用する令第七条の主務省令で定めるもの)

(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)

第百四十七条 第二十条の規定は、令第三十六条において読み替えて準用する令第七条に規定する主務省令で定めるものについて準用する。この場合において、第二十条第一項中「販売業者又は役務提供事業者」とあり、及び「販売業者若しくは役務提供事業者」とあるのは、「購入業者」と読み替えるものとする。

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."

(法第五十八条の十三の二第一項の主務省令で定める者)

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

第四百四十八条 法第五十八条の十三の二第一項の主務省令で定める者は、法第五十八条の十三第一項前段の規定により停止を命ぜられた業務の遂行に主導的な役割を果たしている者とする。

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.

(契約の申込みの撤回等の妨害後の書面の交付)

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

第四百四十九条 法第五十八条の十四第一項ただし書の書面には、次に掲げる事項を記載しなければならない。

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

一 物品の購入価格

(i) the purchase price of the article;

二 法第五十八条の十四第一項ただし書の規定に基づき、当該書面を受領した日から起算して八日を経過するまでは、書面又は電磁的記録により売買契約の申込みの撤回又は売買契約の解除を行うことができること。

(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;

三 法第五十八条の十四第二項から第五項までの規定に関する事項

(iii) matters concerning the provisions of Article 58-14, paragraphs (2) through (5) of the Act;

四 売買契約の申込みの撤回又は売買契約の解除があつた場合において、物品の引渡しに既にされているときは、購入業者は、申込者等に対し、速やかに当該物品を返還すること。

(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.;

五 購入業者の氏名又は名称、住所及び電話番号並びに法人にあつては代表者の氏名

(v) the name, address, and telephone number of the buyer, and if the buyer is a corporation; the name of their representative;

六 売買契約の申込み又は締結を担当した者の氏名

(vi) the name of a person who was in charge of an offer for or entrance into the sales contract;

七 売買契約の申込み又は締結の年月日

(vii) the date on which the sales contract has been offered or entered into;

八 物品名

(viii) the name of the article;

九 物品の特徴

(ix) features of the article; and

十 物品又はその附属品に商標、製造者名若しくは販売者名の記載があるとき又は型式があるときは、当該商標、製造者名若しくは販売者名又は型式

(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 書面には日本産業規格Z八三〇五に規定する八ポイント以上の大きさの文字及び数字を用いなければならない。

(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 書面に記載するに際し、第一項第二号から第四号までに掲げる内容については赤枠の中に赤字で記載しなければならない。

(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 前三項の規定により交付する書面は、様式第七によること。

(4) The document to be delivered pursuant to the provisions of the preceding three paragraphs must be provided in accordance with Form 7.

5 購入業者は、法第五十八条の十四第一項ただし書の書面を申込者等に交付した際には、直ちに申込者等が当該書面を見ていることを確認した上で、第一項第二号から第四号までに掲げる内容について申込者等に告げなければならない。

(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.

(通常売買契約の相手方が物品を処分する意思を有すると認められる場合)

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

第百五十条 令第三十七条第四号の主務省令で定める場合は、売買契約の相手方がその

住居から退去することとしている場合とする。

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.

第六章 雑則

Chapter VI Miscellaneous Provisions

(主務大臣に対する申出の手続き)

(Procedure for Making Proposals to the Competent Minister)

第百五十一条 法第六十条第一項の規定により主務大臣に対して申出をしようとする者は、次の事項を記載した申出書を提出しなければならない。

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:

一 申出人の氏名又は名称及び住所

(i) the name and address of the person making the proposal;

二 申出に係る取引の態様

(ii) the circumstances of transactions relating to the proposal;

三 申出の趣旨

(iii) purpose of the proposal; and

四 その他参考となる事項

(iv) any other matters for references.

2 前項の規定により提出する申出書は、様式第八によること。

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

(親法人等又は関連法人等)

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

第百五十二条 令第四十条の表の備考第一号の主務省令で定めるものは、次に掲げる法人等（同号に規定する法人等をいう。以下この条において同じ。）とする。ただし、財務上又は営業上若しくは事業上の関係からみて他の法人等の意思決定機関（同号に規定する意思決定機関をいう。以下この項において同じ。）を支配していないことが明らかであると認められるときは、この限りでない。

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:

一 他の法人等（破産手続開始の決定、再生手続開始の決定又は更生手続開始の決定を受けた他の法人等その他これらに準ずる他の法人等であつて、有効な支配従属関係が存在しないと認められるものを除く。以下この項において同じ。）の議決権の過半数を自己の計算において所有している法人等

(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);

二 他の法人等の議決権の百分の四十以上、百分の五十以下を自己の計算において所有している法人等であつて、次に掲げるいずれかの要件に該当するもの

(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

イ 当該法人等が自己の計算において所有している議決権と当該法人等と出資、人事、資金、技術、取引等において緊密な関係があることにより当該法人等の意思と同一の内容の議決権を行使すると認められる者及び当該法人等の意思と同一の内容の議決権を行使することに同意している者が所有している議決権とを合わせて、当該他の法人等の議決権の過半数を占めていること。

(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.;

ロ 当該法人等の役員、業務を執行する社員若しくは使用人である者、又はこれらであつた者であつて当該法人等が当該他の法人等の財務及び営業又は事業の方針の決定に関して影響を与えることができるものが、当該他の法人等の取締役会その他これに準ずる機関の構成員の過半数を占めていること。

(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.;

ハ 当該法人等と当該他の法人等との間に当該他の法人等の重要な財務及び営業又は事業の方針の決定を支配する契約等が存在すること。

(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.;

ニ 当該他の法人等の資金調達額の総額の過半について当該法人等が融資を行っていること（当該法人等と出資、人事、資金、技術、取引等において緊密な関係のある者が行う融資の額を合わせて資金調達額の総額の過半となる場合を含む。）。

(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

ホ その他当該法人等が当該他の法人等の意思決定機関を支配していることが推測される事実が存在すること。

(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.;

三 法人等が自己の計算において所有している議決権と当該法人等と出資、人事、資金、技術、取引等において緊密な関係があることにより当該法人等の意思と同一の内容の議決権を行使すると認められる者及び当該法人等の意思と同一の内容の議決権を行使することに同意している者が所有している議決権とを合わせて、他の法人等の議決権の過半数を占めている場合（当該法人等が自己の計算において議決権を所有していない場合を含む。）における当該法人等であつて、前号ロからホまでに掲げるいずれかの要件に該当するもの

(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 令第四十条の表備考第二号の主務省令で定めるものは、次に掲げるものとする。ただし、財務上又は営業上若しくは事業上の関係からみて法人等（当該法人等の子法人等（同表備考第一号に規定する子法人等をいう。以下この項において同じ。）を含む。）が子法人等以外の他の法人等の財務及び営業又は事業の方針の決定に対して重

要な影響を与えることができないことが明らかであると認められるときは、この限りでない。

- (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:

一 法人等（当該法人等の子法人等を含む。）が子法人等以外の他の法人等（破産手続開始の決定、再生手続開始の決定又は更生手続開始の決定を受けた子法人等以外の他の法人等その他これらに準ずる子法人等以外の他の法人等であつて、当該法人等がその財務及び営業又は事業の方針の決定に対して重要な影響を与えることができないと認められるものを除く。以下この項において同じ。）の議決権の百分の二十以上を自己の計算において所有している場合における当該子法人等以外の他の法人等

- (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.;

二 法人等（当該法人等の子法人等を含む。）が子法人等以外の他の法人等の議決権の百分の十五以上、百分の二十未満を自己の計算において所有している場合における当該子法人等以外の他の法人等であつて、次に掲げるいずれかの要件に該当するもの

- (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

イ 当該法人等の役員、業務を執行する社員若しくは使用人である者、又はこれらであつた者であつて当該法人等がその財務及び営業又は事業の方針の決定に関して影響を与えることができるものが、その代表取締役、取締役又はこれらに準ずる役職に就任していること。

(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.;

ロ 当該法人等から重要な融資を受けていること。

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

ハ 当該法人等から重要な技術の提供を受けていること。

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

ニ 当該法人等との間に営業上又は事業上の重要な取引があること。

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

ホ その他当該法人等がその財務及び営業又は事業の方針の決定に対して重要な影響を与えることができることが推測される事実が存在すること。

(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.;

三 法人等（当該法人等の子法人等を含む。）が自己の計算において所有している議決権と当該法人等と出資、人事、資金、技術、取引等において緊密な関係があることにより当該法人等の意思と同一の内容の議決権を行使すると認められる者及び当該法人等の意思と同一の内容の議決権を行使することに同意している者が所有している議決権とを合わせて、子法人等以外の他の法人等の議決権の百分の二十以上を占めている場合（当該法人等が自己の計算において議決権を所有していない場合を含む。）における当該子法人等以外の他の法人等であつて、前号イからホまでに掲げるいずれかの要件に該当するもの

(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.

(法第六十六条の三の主務省令で定める書類)

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

第百五十三条 法第六十六条の三の主務省令で定める書類は、不利益処分内容及び根拠となる法令の条項並びにその原因となつた事実を記載した書類とする。

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.

附 則

Supplementary Provisions

この省令は、法の施行の日（昭和五十一年十二月三日）から施行する。

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

附 則 〔昭和五十九年十一月十七日通商産業省令第八十三号〕

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

この省令は、昭和五十九年十二月一日から施行する。

This Ministerial Order comes into effect on December 1, 1984.

附 則 〔昭和六十三年十一月十六日通商産業省令第七十二号〕

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

1 この省令は、訪問販売等に関する法律の一部を改正する法律（昭和六十三年法律第四十三号）の施行の日（昭和六十三年十一月十六日）から施行する。

(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 訪問販売等に関する法律第九条の規定は、この省令の施行前に販売業者が受けた改

正後の訪問販売等に関する法律第二条第三項に規定する指定商品であつて改正前の訪問販売等に関する法律第二条第三項に規定する指定商品に該当するものの売買契約の申込みについては、適用しない。

- (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 この省令の施行前にした行為に対する罰則の適用については、なお従前の例による。

- (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.

附 則 〔平成八年十月三十日通商産業省令第七十四号〕

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

1 この省令は、訪問販売等に関する法律及び通商産業省設置法の一部を改正する法律（平成八年法律第四十四号）の施行の日（平成八年十一月二十一日）から施行する。

- (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 この省令の施行前にした行為に対する罰則の適用については、なお従前の例による。

- (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.

附 則 〔平成十年五月十九日通商産業省令第五十二号〕

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

この省令は、平成十年六月一日から施行する。

This Ministerial Order comes into effect on June 1, 1998.

附 則 〔平成十一年十月二十二日通商産業省令第九十四号〕

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

（施行期日）

(Effective Date)

- 1 この省令は、訪問販売等に関する法律及び割賦販売法の一部を改正する法律（平成十一年法律第三十四号）の施行の日（平成十一年十月二十二日）から施行する。

(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).

(経過措置)

(Transitional Measures)

- 2 第二十五条第一号の規定は、この省令の施行の日を含む事業年度以後の事業年度に適用する。

(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.

附 則 〔平成十二年十月三十一日通商産業省令第二百九十三号〕

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

この省令は、平成十三年一月六日から施行する。

This Ministerial Order comes into effect on January 6, 2001.

附 則 〔平成十三年三月二十六日経済産業省令第三十九号〕

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

この省令は、書面の交付等に関する情報通信の技術の利用のための関係法律の整備に関する法律の施行の日（平成十三年四月一日）から施行する。

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).

附 則 〔平成十三年四月二十五日経済産業省令第一百五十二号〕

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

この省令は、平成十三年六月一日から施行する。

This Ministerial Order comes into effect on June 1, 2001.

附 則 〔平成十三年十月十日経済産業省令第二百四号〕

Supplementary Provisions [Order of the Ministry of Economy, Trade and

Industry No. 204 of October 10, 2001]

この省令は、公布の日から施行する。

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

附 則 〔平成十四年一月十日経済産業省令第一号〕

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

この省令は、平成十四年二月一日から施行する。

This Ministerial Order comes into effect on February 1, 2002.

附 則 〔平成十四年六月二十一日経済産業省令第八十六号〕

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

この省令は、平成十四年七月一日から施行する。

This Ministerial Order comes into effect on July 1, 2002.

附 則 〔平成十五年三月二十八日経済産業省令第三十三号〕

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

この省令は、平成十五年四月一日から施行する。

This Ministerial Order comes into effect on April 1, 2003.

附 則 〔平成十六年八月二十七日経済産業省令第八十七号〕

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

(施行期日)

(Effective Date)

第一条 この省令は、平成十六年十一月十一日から施行する。

Article 1 This Ministerial Order comes into effect on November 11, 2004.

(経過措置)

(Transitional Measures)

第二条 改正後の特定商取引に関する法律施行規則（以下「新省令」という。）第六条及び第二十条の規定は、この省令の施行後に販売業者若しくは役務提供事業者が受けた売買契約若しくは役務提供契約の申込み又はこの省令の施行後に締結された売買契約若しくは役務提供契約（この省令の施行前にその申込みを受けたものを除く。）に

ついて適用し、この省令の施行前に販売業者若しくは役務提供事業者が受けた売買契約若しくは役務提供契約の申込み若しくはその申込みに係る売買契約若しくは役務提供契約がこの省令の施行後に締結された場合におけるその売買契約若しくは役務提供契約又はこの省令の施行前に締結された売買契約若しくは役務提供契約については、なお従前の例による。

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 新省令第二十九条、第三十条、第三十三条から第三十六条まで及び第四十五条の規定は、この省令の施行後に締結された特定商取引に関する法律第三十三条第一項に規定する連鎖販売業に係る連鎖販売取引についての契約（以下「連鎖販売契約」という。）、同法第四十一条第一項第一号に規定する特定継続的役務提供契約（以下単に「特定継続的役務提供契約」という。）若しくは同項第二号に規定する特定権利販売契約（以下単に「特定権利販売契約」という。）又は同法第五十一条第一項に規定する業務提供誘引販売業に係る業務提供誘引販売取引についての契約（以下「業務提供誘引販売契約」という。）について適用し、この省令の施行前に締結された連鎖販売契約、特定継続的役務提供契約若しくは特定権利販売契約又は業務提供誘引販売契約については、なお従前の例による。

(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.

附 則 〔平成十八年四月二十八日経済産業省令第六十三号〕 〔抄〕
Supplementary Provisions [Order of the Ministry of Economy, Trade and Industry No. 63 of April 28, 2006] [Extract]

(施行期日)

(Effective Date)

第一条 この省令は、会社法の施行の日（平成十八年五月一日）から施行する。
Article 1 This Ministerial Order comes into effect on the date on which the Companies Act comes into effect (May 1, 2006).

附 則 〔平成十八年十二月二十六日経済産業省令第百九号〕
Supplementary Provisions [Order of the Ministry of Economy, Trade and Industry No. 109 of December 26, 2006]

この省令は、平成十九年一月十五日から施行する。
This Ministerial Order comes into effect on January 15, 2007.

附 則 〔平成二十年十月一日経済産業省令第七十四号〕
Supplementary Provisions [Order of the Ministry of Economy, Trade and Industry No. 74 of October 1, 2008]

この省令は、特定商取引に関する法律及び割賦販売法の一部を改正する法律附則第一条第二号に掲げる規定の施行の日（平成二十年十二月一日）から施行する。

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).

附 則 〔平成二十一年六月二十四日経済産業省令第三十六号〕
Supplementary Provisions [Order of the Ministry of Economy, Trade and Industry No. 36 of June 24, 2009]

この省令は、特定商取引に関する法律及び割賦販売法の一部を改正する法律の施行の日（平成二十一年十二月一日）から施行する。

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).

附 則 〔平成二十五年二月八日内閣府・経済産業省令第一号〕

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

この命令は、特定商取引に関する法律の一部を改正する法律の施行の日（平成二十五年二月二十一日）から施行する。

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).

附 則 〔平成二十九年六月三十日内閣府・経済産業省令第一号〕

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

この命令は、特定商取引に関する法律の一部を改正する法律の施行の日（平成二十九年十二月一日）から施行する。

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).

附 則 〔令和元年六月二十八日内閣府・経済産業省令第一号〕

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

この命令は、不正競争防止法等の一部を改正する法律の施行の日（令和元年七月一日）から施行する。

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).

附 則 〔令和二年三月十八日内閣府・経済産業省令第一号〕

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

（施行期日）

（Effective Date）

第一条 この命令は、民法の一部を改正する法律の施行の日（令和二年四月一日）から施行する。

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).

(経過措置)

(Transitional Measures)

第二条 この命令による改正後の特定商取引に関する法律施行規則（以下「新規則」という。）第三条から第五条まで（同条第一項の表第二号に係る部分を除く。）、第十七条から第十九条まで（同条第一項の表第二号に係る部分を除く。）及び第二十条（第一項の表第一号イに係る部分を除く。）の規定は、この命令の施行後に販売業者若しくは役務提供事業者（以下「販売業者等」という。）が受けた売買契約若しくは役務提供契約（以下「売買契約等」という。）の申込み又はこの命令の施行後に締結された売買契約等（この命令の施行前にその申込みを受けたものを除く。）について適用し、この命令の施行前に販売業者等が受けた売買契約等の申込み若しくはその申込みに係る売買契約等がこの命令の施行後に締結された場合におけるその売買契約等又はこの命令の施行前に締結された売買契約等については、なお従前の例による。

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 新規則第四十五条（第一項の表第一号に係る部分に限る。）の規定は、この命令の施行後に締結された特定商取引に関する法律第五十一条第一項に規定する業務提供誘引販売業に係る業務提供誘引販売取引についての契約（以下「業務提供誘引販売契約」という。）について適用し、この命令の施行前に締結された業務提供誘引販売契約については、なお従前の例による。

(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.

附 則 〔令和二年十二月二十四日内閣府・経済産業省令第八号〕

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

この命令は、公布の日から施行する。

This Order comes into effect on the date of promulgation.

附 則 〔令和四年一月四日内閣府・経済産業省令第一号〕

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

この命令は、消費者被害の防止及びその回復の促進を図るための特定商取引に関する法律等の一部を改正する法律の施行の日（令和四年六月一日）から施行する。

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).

附 則 〔令和五年二月一日内閣府・経済産業省令第二号〕

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

（施行期日）

(Effective Date)

第一条 この命令は、消費者被害の防止及びその回復の促進を図るための特定商取引に関する法律等の一部を改正する法律（附則第四条において「改正法」という。）附則第一条第三号に掲げる規定の施行の日（令和五年六月一日。以下「施行日」という。）から施行する。

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").

（経過措置）

(Transitional Measures)

第二条 この命令による改正後の特定商取引に関する法律施行規則（次条から附則第八条までにおいて「新省令」という。）第八条から第十三条まで第四十八条から第五十三条まで及び第五十八条から第六十一条までの規定は、施行日以後に販売業者又は役

務提供事業者が受ける売買契約又は役務提供契約の申込みについて適用する。

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.

第三条 新省令第十五条において読み替えて準用する新省令第八条から第十三条までの規定及び新省令第五十五条において読み替えて準用する新省令第四十八条から第五十三条までの規定は、施行日以後に締結される売買契約又は役務提供契約について適用する。

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.

第四条 新省令第八十一条から第八十六条までの規定は、施行日以後に締結される改正法による改正後の特定商取引に関する法律（次条から附則第七条までにおいて「新法」という。）第三十三条第一項に規定する連鎖販売取引についての契約について適用する。

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.

第五条 新省令第九十七条から第百二条までの規定は、施行日以後に締結される新法第四十一条第一項第一号に規定する特定継続的役務提供契約又は同項第二号に規定する特定権利販売契約について適用する。

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.

第六条 新省令第百二十二条から第百二十七条までの規定は、施行日以後に締結される

新法第五十一条第一項に規定する業務提供誘引販売取引についての契約について適用する。

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.

第七条 新省令第百三十五条から第百四十条までの規定は、施行日以後に新法第五十八条の四に規定する購入業者が受ける売買契約の申込みについて適用する。

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.

第八条 新省令第百四十二条において読み替えて準用する新省令第百三十五条から第百四十条までの規定は、施行日以後に締結される売買契約について適用する。

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.

様式第一（第二十二條及び第六十六條關係）

Form 1 (Re: Article 22 and Article 66)

様式第二（第九十條關係）

Form 2 (Re: Article 90)

様式第三（第百九條關係）

Form 3 (Re: Article 109)

様式第四（第百三十一條關係）

Form 4 (Re: Article 131)

様式第五（第百四十五條關係）

Form 5 (Re: Article 145)

様式第六（第百四十五條關係）

Form 6 (Re: Article 145)

様式第七（第百四十九條關係）

Form 7 (Re: Article 149)

様式第八（第百五十一条関係）
Form 8 (Re: Article 151)