

Act on Special Provisions of the Civil Code for Electronic Consumer Contracts (Act No. 95 of 2001)

(Act No. 95 of 2001)

(Purpose)

Article 1 This Act establishes special provisions to the Civil Code (Act No. 89 of 1896) with respect to cases where a specific mistake has occurred in a consumer's manifestation of intention to make an offer for, or to accept an offer for, an electronic consumer contract.

(Definitions)

Article 2 (1) The term "electronic consumer contract" as used in this Act means a contract entered into between a consumer and a business operator by electronic or magnetic means through the screen of a computer, in which the consumer manifests their intention to make an offer for, or to accept an offer for, the contract by transmitting it using a computer operated by the consumer in accordance with procedures displayed on such screen by the business operator or a person entrusted by the business operator.

(2) The term "consumer" as used in this Act means an individual (excluding an individual who becomes a party to a contract in the course of business or for business purposes), and the term "business operator" as used in this Act means a corporation or other organization, or an individual who becomes a party to a contract in the course of business or for business purposes.

(3) The term "electronic or magnetic means" as used in this Act means a method using an electronic data processing system or other information and communications technology.

(Special Provisions of the Civil Code for Electronic Consumer Contracts)

Article 3 (1) The provisions of Article 95, paragraph (3) of the Civil Code do not apply to a consumer's manifestation of intention to make an offer for, or to accept an offer for, an electronic consumer contract if the manifestation is based on a mistake stated in paragraph (1), item (i) of that Article, the mistake is material in light of the purpose of the juridical act and socially accepted conventions in transactions, and the mistake falls under any of the following; provided, however, that this does not apply if the business operator that is the counterparty to the electronic consumer contract (including a person entrusted by the business operator; the same applies below) takes measures, when the consumer makes the offer or acceptance, to confirm whether the consumer intends to make the offer or acceptance by electronic or magnetic means through a screen, or if the consumer has indicated to the business operator that such measures are not necessary:

(i) if the consumer did not intend to manifest an intention to make an offer for, or to accept an offer for, an electronic consumer contract with the business operator at the time of transmitting it using their computer;

(ii) if the consumer intended to manifest an intention to make an offer for, or to accept an offer for, on terms different from those of the electronic consumer contract at the time of transmitting it using their computer.