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This English translation of the Act on Special Provisions to the Civil Code Concerning Electronic Consumer Contracts and Electronic Acceptance Notices (Effective December 25, 2001) has been prepared in compliance with the Standard Bilingual Dictionary (March 2006 edition).

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Act on Special Provisions to the Civil Code Concerning Electronic Consumer Contracts and Electronic Acceptance Notice (Act No. 95 of June 29, 2001)

Article 1 (Purpose)

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

Article 2 (Definitions)

- (1) In this Act, an "electronic consumer contract" means a contract that is made between a consumer and a business entity by electromagnetic method through a visual browser of a computer in cases where the consumer manifests his/her intention to make an offer or to accept the offer by transmitting his/her intention through his/her computer in accordance with the procedures prepared on this visual browser by the business entity or its designee.
- (2) In this Act, "consumer" means an individual (excluding the cases where an individual becomes a party to a contract as his/her business or for his/her business), and "business entity" means a juridical person, other organization, or an individual becoming a party to the contract as his/her business or for his/her business.

(3) In this Act, "electromagnetic method" means a method using electronic information processing system or other types of information communication technology.

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

Article 3 (Special Provisions to the Civil Code Concerning Electronic Consumer Contracts)

The proviso to Article 95 of the Civil Code shall not apply to the cases where there is a mistake regarding any element in an electronic consumer contract in the course of making an offer or accepting the offer for an electronic consumer contract by a consumer, and when such mistake falls under any of the following items; provided, however, that this shall not apply to the cases where the business entity that is the counterparty to such electronic consumer contract (including the person entrusted by the business entity, the same shall apply hereinafter) has taken measures to confirm the consumer's intention to make an offer or to accept the offer by electromagnetic means on the visual browser, or where the consumer manifests expressly his/her intention to the business entity that there is no need for such confirmation measures.

(i) Where the consumer did not intend to manifest his/her intentions to make an offer or to accept the offer for an electronic consumer contract with such business entity at the time when he/she transmitted such manifestation of intention by using his/her computer.

(ii) Where the consumer intended to manifest his/her intention different from the one actually manifested in making an offer or accepting the offer for the relevant electronic consumer contract at the time when he/she transmitted such manifestation of intention by using his/her computer.

Article 4 (Special Provision to the Civil Code Concerning Electronic Acceptance Notice)

The provisions of Article 526, Paragraph 1 and Article 527 of the Civil Code shall not apply to the cases where an electronic acceptance notice is dispatched for a

contract made between persons at a distance.

Supplementary Provisions

(Effective Date)

- (1) This Act shall come into force as from the date specified by a Cabinet Order within a period not exceeding six months from the day of promulgation.

(Transitional Measures)

- (2) With regard to the electronic consumer contracts for which the intention to offer or to accept was manifested prior to the enforcement of this Act, the provisions then in force shall remain applicable.
- (3) With regard to the electronic acceptance notices that were dispatched for a contract made between persons at a distance prior to the enforcement of this Act, the provisions then in force shall remain applicable.