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This English translation of the Regulations for Enforcement of the Act on Specified Commercial Transactions has been prepared (up to the revisions of Ordinance of the Ministry No. 87 of 2003 (Effective November 11, 2004)) in compliance with the Standard Bilingual Dictionary (March 2006 edition).

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Regulations for Enforcement of the Act on Specified Commercial Transactions

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

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Chapter 1 Door-to-Door Sales, Mail Order Sales, and Telemarketing Sales

Section 1 Definitions

Article 1 (Place of Business, etc.)

A place specified by an Ordinance of the Ministry of Economy, Trade and Industry

referred to in Article 2(1)(i) of the Act on Specified Commercial Transactions (hereinafter referred to as the "Act") shall be any of the places listed in the following items:

- (i) a business office;
- (ii) an agency;
- (iii) a street stall, a food stall, or any other similar stall;
- (iv) in addition to those listed in the preceding three items, a place similar to a store where Designated Goods are displayed and sold for a specific period.

Article 2 (Postal Mail, etc.)

A method specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 2(2) of the Act shall be any of the methods listed in the following items:

- (i) postal mail or correspondence delivery prescribed in Article 2(2) of the Act on Letter Service by Private Business Operators (Act No. 99 of 2002) made by a general correspondence delivery operator prescribed in Article 2(6) of the same Act or a specified letter delivery operator prescribed in Article 2(9) of the same Act;
- (ii) a method using a telephone set, a facsimile machine, or other communications equipment, or equipment for information processing;
- (iii) telegraph; or
- (iv) payment to a deposit or savings account.

Section 2 Door-to-Door Sales

Article 3 (Delivery of document in Door-to-Door Sales)

Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 4(v) of the Act shall be as follows:

- (i) the name, address, and telephone number of the seller or the Service Provider, and where the seller or the Service Provider is a juridical person, the name of its representative;
- (ii) the name of the person who took charge of the application for or conclusion of the sales contract or the Service Contract;
- (iii) the date of the application for or conclusion of the sales contract or the Service Contract;
- (iv) the name of the goods and the trademark or the name of the manufacturer of the goods;
- (v) the model or type of goods (in the case of rights or services, the type of rights or services);
- (vi) quantity of the goods;

- (vii) where there are provisions on the liability of the seller in the case the goods have a hidden defect, the details of such provisions;
- (viii) where there are provisions on rescission of the contract, the details of such provisions; and
- (ix) where there are any special provisions other than those listed in the preceding two paragraphs, the details of such provisions.

Article 4

Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 5(2) of the Act shall be as follows:

- (i) the name, address, and telephone number of the seller or the Service Provider, and where the seller or the Service Provider is a juridical person, the name of its representative;
- (ii) the name of the person who took charge of conclusion of the sales contract or the Service Contract;
- (iii) the date of conclusion of the sales contract or the Service Contract;
- (iv) the name of the goods and the trademark or the name of the manufacturer of the goods;
- (v) the model or type of goods (in the case of rights or services, the type of rights or services);
- (vi) quantity of the goods;
- (vii) where there are provisions on the liability of the seller in the case the goods have a hidden defect, the details of such provisions;
- (viii) where there are provisions on rescission of the contract, the details of such provisions; and
- (ix) where there are any special provisions other than those listed in the preceding two paragraphs, the details of such provisions.

Article 5

- (1) The document delivered pursuant to the provisions of Article 4 or Article 5 of the Act (hereinafter referred to as the "Document" in this article) shall respectively satisfy the requirements set forth in the lower column of the following table with regard to the matters listed in the upper column of the same table.

Matters	Requirements
(i) Matters concerning liability in the case the goods have a hidden defect	None of the provisions shall exempt the seller from liability for the defect in the case the goods have a hidden defect.

(ii) Matters concerning rescission of the contract	<p>(a) None of the provisions shall prohibit the purchaser or the service recipient from rescinding the contract.</p> <p>(b) None of the provisions shall be more disadvantageous for the purchaser or the service recipient than those prescribed in the Civil Code (Act No. 89 of 1896) with regard to the obligations of the seller or the Service Provider in the case the contract is rescinded due to a cause imputable to the seller or the Service Provider.</p>
(iii) Matters concerning other special provisions	No special provisions shall be prescribed in violation of laws and regulations.

(2) The Document shall indicate in red letters within a red frame that its contents should be read sufficiently.

(3) The Document shall use letters and numbers with a font size of 8 points or larger as provided for in the Japanese Industrial Standards Z 8305.

Article 6

With regard to the matters prescribed in Article 4(iv) of the Act that are to be described in the document that is delivered pursuant to the provisions of Article 4 or Article 5, the details listed in the lower column of the following table shall be respectively described according to the classification listed in the upper column of the same table, except for the cases prescribed in the following paragraph and Paragraph 4.

(1) Matters concerning withdrawal of application for or rescission of a sales contract on goods	<p>(a) The Purchasing Party (which means the Purchasing Party referred to in Article 9(1) of the Act; hereinafter the same shall apply in this article and Article 7-2) shall be able to withdraw the application for or rescind the sales contract on goods in writing for a period until eight days have passed from the date on which he/she received the document referred to in Article 5 of the Act (or from the date of receipt of the document referred to in Article 4 of the Act where the Purchasing Party has received such document on an earlier date).</p> <p>(b) Notwithstanding the matter stated in (a), if the Purchasing Party had not withdrawn the application for or rescinded the sales contract on goods due to being</p>
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	<p>misled by the seller's act of misrepresenting information concerning withdrawal of the application for or rescission of said sales contract in violation of the provision of Article 6(1) of the Act, or due to being disturbed by the seller's act of intimidating the Purchasing Party in violation of the provision of Paragraph (3) of the same article of the Act, said Purchasing Party shall be able to withdraw the application for or rescind the sales contract in writing for a period until eight days have passed from the date on which he/she received the document referred to in Article 9(1)(i) of the Act that has been issued by the seller.</p> <p>(c) The withdrawal of the application for or rescission of the contract referred to in (a) or (b) shall take effect when the Purchasing Party issues the document pertaining to the withdrawal of the application for or the rescission of the contract.</p> <p>(d) When there has been withdrawal of the application for or rescission of the contract referred to in (a) or (b), the seller may not claim damages or demand payment of a penalty pertaining to the withdrawal of the application for or rescission of the contract from the Purchasing Party.</p> <p>(e) When there has been withdrawal of the application for or rescission of the contract referred to in (a) or (b), the seller shall bear the costs required for taking back any goods already delivered under the sales contract.</p> <p>(f) Where there has been withdrawal of the application for or rescission of the contract referred to in (a) or (b), if the charge for the goods has already been paid, the seller shall promptly return the full amount to the Purchasing Party.</p>
(2) Matters concerning withdrawal of application for or rescission of a sales contract on rights	<p>(a) The Purchasing Party shall be able to withdraw the application for or rescind the sales contract on rights in writing for a period until eight days have passed from the date on which he/she received the document referred to in Article 5 of the Act (or from the date of receipt of the document referred to in Article 4 of the Act where the</p>

Purchasing Party has received such document on an earlier date).

(b) Notwithstanding the matter stated in (a), if the Purchasing Party had not withdrawn the application for or rescinded the sales contract on rights due to being misled by the seller's act of misrepresenting information concerning withdrawal of the application for or rescission of said sales contract in violation of the provision of Article 6(1) of the Act, or due to being disturbed by the seller's act of intimidating the Purchasing Party in violation of the provision of Paragraph (3) of the same article of the Act, said Purchasing Party shall be able to withdraw the application for or rescind the sales contract in writing for a period until eight days have passed from the date on which he/she received the document referred to in Article 9(1)(i) of the Act that has been issued by the seller.

(c) The withdrawal of the application for or rescission of the contract referred to in (a) or (b) shall take effect when the Purchasing Party issues the document pertaining to the withdrawal of the application for or the rescission of the contract.

(d) When there has been withdrawal of the application for or rescission of the contract referred to in (a) or (b), the seller may not claim damages or demand payment of a penalty pertaining to the withdrawal of the application for or rescission of the contract from the Purchasing Party.

(e) When there has been withdrawal of the application for or rescission of the contract referred to in (a) or (b), the seller shall bear the costs required for returning any rights already delivered under the sales contract.

(f) When there has been withdrawal of the application for or rescission 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 Purchasing Party even if facilities have already been used or services have already been offered through exercise of the rights.

(g) Where there has been withdrawal of the application

	<p>for or rescission of the contract referred to in (a) or (b), if the existing state of the Purchasing Party's land, building, or other structure has been changed due to offer of the services pertaining to said rights, the Purchasing Party may demand that the seller takes necessary measures for returning it to the original state without charge.</p> <p>(h) Where there has been withdrawal of the application for or rescission of the contract referred to in (a) or (b), if the charge for the rights has already been paid, the seller shall promptly return the full amount to the Purchasing Party.</p>
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<p>(3) Matters concerning withdrawal of application for or rescission of a Service Contract</p>	<p>(a) The Purchasing Party shall be able to withdraw the application for or rescind the Service Contract in writing for a period until eight days have passed from the date on which he/she received the document referred to in Article 5 of the Act (or from the date of receipt of the document referred to in Article 4 of the Act where the Purchasing Party has received such document on an earlier date).</p> <p>(b) Notwithstanding the matter stated in (a), if the Purchasing Party had not withdrawn the application for or rescinded the Service Contract due to being misled by the Service Provider's act of misrepresenting information concerning withdrawal of the application for or rescission of said Service Contract in violation of the provision of Article 6(1) of the Act, or due to being disturbed by the Service Provider's act of intimidating the Purchasing Party in violation of the provision of Paragraph (3) of the same article of the Act, said Purchasing Party shall be able to withdraw the application for or rescind the Service Contract in writing for a period until eight days have passed from the date on which he/she received the document referred to in Article 9(1)(i) of the Act that has been issued by the Service Provider.</p> <p>(c) The withdrawal of the application for or rescission of the contract referred to in (a) or (b) shall take effect when the Purchasing Party issues the document pertaining to</p>
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	<p>the withdrawal of the application for or the rescission of the contract.</p> <p>(d) When there has been withdrawal of the application for or rescission of the contract referred to in (a) or (b), the Service Provider may not claim damages or demand payment of a penalty pertaining to the withdrawal of the application for or rescission of the contract from the Purchasing Party.</p> <p>(e) When there has been withdrawal of the application for or rescission of the contract referred to in (a) or (b), the Service Provider may not claim payment of the consideration for the services pertaining to the Service Contract or any other money from the Purchasing Party even if services have already been offered based on the Service Contract.</p> <p>(f) Where there has been withdrawal of the application for or rescission of the contract referred to in (a) or (b), if the Service Provider has already received money in relation to the Service Contract, it shall promptly return the full amount to the Purchasing Party.</p> <p>(g) Where there has been withdrawal of the application for or rescission of the contract referred to in (a) or (b), if the existing state of the Purchasing Party's land, building, or other structure has been changed due to offer of the services pertaining to said Service Contract, the Purchasing Party may demand that the Service Provider takes necessary measures for returning it to the original state without charge.</p>
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(2) Where Designated Goods pertaining to the sales contract correspond to Designated Goods specified by a Cabinet Order referred to in Article 9(1) (excluding Item 2) of the Act, if the seller wishes to prohibit the Purchasing Party from withdrawing the application for or rescinding the sales contract, the seller shall include the details listed in the following respective items in the document referred to in the preceding paragraph:

- (i)** the name of the goods and other matters for identifying said goods; and
- (ii)** the fact that the Purchasing Party may not withdraw the application for or rescind the contract on said goods.

(3) Where Designated Goods pertaining to the sales contract correspond to Designated Goods specified by a Cabinet Order referred to in Article 9(1)(ii) of the

Act, if the seller wishes to prohibit the Purchasing Party from withdrawing the application for or rescinding the sales contract when the Purchasing Party had used or consumed in whole or in part such Designated Goods, the seller shall include the details listed in the following respective items in the document referred to in Paragraph 1, in addition to the details listed in the lower columns of (1) in the table in Paragraph 1:

- (i) the name of the goods and other matters for identifying said goods; and
 - (ii) the fact that the Purchasing Party may not withdraw the application for or rescind the contract when he/she has used or consumed in whole or in part said goods (except where the seller has induced the Purchasing Party to use or consume in whole or in part said goods).
- (4) Where, in the case prescribed in Article 5(2) of the Act, the total amount of charge for Designated Goods or the Designated Rights pertaining to the sales contract or the consideration for Designated Services pertaining to the Service Contract does not reach the amount specified by a Cabinet Order referred to in Article 9(1)(iii) of the Act, if the seller or the Service Provider wishes to prohibit the Purchasing Party from withdrawing the application for or rescinding the sales contract or the Service Contract, the seller or the Service Provider shall include the fact that the Purchasing Party may not withdraw the application for or rescind the contract in the document referred to in Paragraph 1.
- (5) The matters listed in the preceding paragraphs shall be described in red letters within a red frame.

Article 6-2 (Important matters in Door-to-Door Sales)

Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 6(1)(i) of the Act shall be the matters listed in the following items:

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

Article 7 (Prohibited acts in Door-to-Door Sales)

Acts specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 7(iii) of the Act shall be the acts listed in the following items:

- (i) an act of soliciting a sales contract or a Service Contract pertaining to Door-to-Door Sales in a way that makes the customer feel annoyed or an act of preventing a purchaser or a service recipient from withdrawing the application for or rescinding a sales contract or a Service Contract pertaining to Door-to-Door

- Sales in a way that makes the person feel annoyed;
- (ii) an act of taking advantage of the impaired judgment of an elderly or other person and having such person conclude a sales contract or a Service Contract pertaining to Door-to-Door Sales;
 - (iii) an act of conducting solicitation that is found to be inappropriate in light of the state of the customer's knowledge, experience, and assets;
 - (iv) an act of having a customer describe false information on his/her age, occupation, or other matters in the document pertaining to the contract, when concluding a sales contract or a Service Contract pertaining to Door-to-Door Sales;
 - (v) an act of having a purchaser or a service recipient sign or seal the following documents which contain the entry to be the insured of a life insurance in concluding a sales contract or a service contract pertaining to Door-to-Door Sales (except where matters concerning the consent to the said life insurance are indicated in red letters with a font size of 8 points or larger as provided for in the Japanese Industrial Standard Z 8305 within a red frame and also a space for sign and seal concerning the said life insurance is prepared beside spaces for signs or seals for the a sales contract or a service contract pertaining to Door-to-Door Sales),;
 - (a) the document delivered pursuant to the provisions of Article 4 or Article 5 of the Act
 - (b) the document to pay the value corresponding to the charge for the goods or the rights pertaining to said sales contract or the consideration for the services pertaining to the said service contract (hereinafter referred to as "Charges") to a third party on the condition that the third party deliver the Charges to the seller or the Service Provider or the document to borrow money in order to appropriate for the whole or the part of the Charges
 - (vi) an act of standing in the way of a customer or following around a customer on a road or at other public place in order to solicit a sales contract or a Service Contract pertaining to Door-to-Door Sales;
 - (vii) an act, conducted in order to prevent rescission of a sales contract on goods specified by a Cabinet Order referred to in Article 9(1)(ii) of the Act, of having the purchaser use or consume in whole or in part said goods when concluding said sales contract.

Article 7-2 (Delivery of document after obstructing withdrawal of application for or rescission of contract)

- (1) The document referred to in Article 9(1)(i) of the Act shall contain the following matters:
 - (i) the selling price of the goods or rights or the consideration for the services;
 - (ii) the fact that the Purchasing Party may withdraw the application for or rescind

- the sales contract or the Service Contract in writing for a period until eight days have passed from the date on which the Purchasing Party received the document, pursuant to the provision of Article 9(1)(i) of the Act;
- (iii) matters concerning the provisions of Article 9(2) to (7) of the Act;
 - (iv) the name, address, and telephone number of the seller or the Service Provider, and where the seller or the Service Provider is a juridical person, the name of its representative;
 - (v) the name of the person who took charge of the application for or conclusion of the sales contract or the Service Contract;
 - (vi) the date of the application for or conclusion of the sales contract or the Service Contract;
 - (vii) the name of the goods and the trademark or the name of the manufacturer of the goods;
 - (v) the model or type of goods (in the case of rights or services, the type of rights or services); and
 - (ix) quantity of the goods.
- (2) The document shall use letters and numbers with a font size of 8 points or larger as provided for in the Japanese Industrial Standards Z 8305.
- (3) When describing the matters in the document, the details listed in Item 2 and Item 3 of Paragraph 1 shall be described in red letters within a red frame.
- (4) The document delivered pursuant to the preceding three paragraphs shall be in accordance with Form 1.
- (5) When a seller or a Service Provider delivers the document referred to in Article 9(1)(i) of the Act to the Purchasing Party, it shall immediately tell the Purchasing Party the details listed in Items 2 and Item 3 of Paragraph 1 after confirming that the Purchasing Party is looking at said document.

Section 3 Mail Order Sales

Article 8 (Advertisements of Mail Order Sales)

- (1) Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 11(1)(v) of the Act shall be as follows:
- (i) the name, address, and telephone number of the seller or the Service Provider;
 - (ii) where the seller or the Service Provider is a juridical person and it advertises by a method using an electronic data processing system (which means an electronic data processing system connecting a computer used by the seller or the Service Provider and a computer used by the customer through an electric telecommunication line; the same shall apply Article 10(3) and Article 14(1)), the name of the representative of the seller or the Service Provider or the person responsible for the affairs concerning Mail Order Sales;

- (iii) where there is a time limit for application, such time limit;
- (iv) where there is any money that is to be borne by the purchaser or the service recipient apart from the money specified in Article 11(1)(i) of the Act, its details and the amount;
- (v) where there are provisions on the liability of the seller in the case the goods have a hidden defect, the details of these provisions;
- (vi) when selling matters in which programs (computer commands that are combined in such a way to obtain a single result; hereinafter the same shall apply) are recorded by magnetic or optical means, or offering services to have people view or listen to movies, dramas, musical performances, sports, photographs, or paintings, sculptures or other art and craft works by means of using a computer, or offering services to record or have people record programs into computer files, the computer specifications, performance, and other conditions necessary for using said goods or services;
- (vii) where, in addition to the matters listed in the preceding three items, there is limitation to the quantity of goods sold or other special conditions of sale of goods or rights or conditions of offering services, the details of such limitation or conditions;
- (viii) where the matters to be indicated in the advertisements are partially omitted, if the seller or the Service Provider wishes to have a person requesting the document referred to in the proviso to Article 11(1) of the Act pay money in association with said document, the amount of such money;
- (ix) when advertising by electromagnetic means (which means the electromagnetic means referred to in Article 11(2) of the Act; hereinafter the same shall apply except in Article 16), the e-mail address of the seller or the Service Provider;
- (x) except in cases falling under the following (a) or (b), when advertising by electromagnetic means without request or consent of the advertising target, statement to the effect:
 - (a) when an advertisement is made by placing the advertisement in part of the electromagnetic record that is sent by electromagnetic means upon request or with consent of the advertising target; or
 - (b) where a person provides services pertaining to use of electromagnetic means to a user on a condition that an advertisement will be placed in part of the electromagnetic record that is to be sent by electromagnetic means (including cases where the person who provides such services is the seller or the Service Provider; the same shall apply in Article 10-3(ii), Article 25(1)(v), Article 26-2(ii), Article 40(1)(v), and Article 41-2(ii)), when an advertisement is made upon offer of said services (excluding when an advertisement is made upon offer of said services by having the user send the electromagnetic record by using said services through inducement or compulsion; the same shall apply in Article

10-3(ii), Article 25(1)(v), Article 26-2(ii), Article 40(1)(v), and Article 41-2(ii)).

- (2) With regard to the matters listed in Item 10 of the preceding paragraph, a seller or a Service Provider shall indicate “未承諾広告” (mish daku k kou*) at the very beginning of the title part of the electromagnetic record used for the advertisement, encoding the characters with the same character set as that used for the main text. However, when the indication in the title part of the electromagnetic record is further encoded by another encoding method to the extent necessary for transmission of said electromagnetic record, the character set before the further encoding shall be the same as the character set used for the main text.

Article 9

When advertising terms and conditions for selling Designated Goods or Designated Rights or for offering Designated Services through Mail Order Sales pursuant to the main clause of Article 11(1) of the Act, the indication shall be made according to the following:

- (i) when indicating the shipment charge for the goods, the amount of the shipping charge shall be indicated; and
- (ii) when indicating the time of delivery of the goods, the time of transfer of the rights, or the time of offering the services, the period or the time limit shall be indicated.

Article 10

- (1) The case where the seller or the Service Provider may omit indication of the money that should be borne by the purchaser or the service recipient specified in Article 11(1)(i) of the Act and Article 8(1)(iv) hereof pursuant to the proviso to Article 11(1) of the Act shall be when the seller or the Service Provider makes no indication of such money, and in this case, the seller or the Service Provider may partially omit indication of the matters specified in the respective items of Article 11(1) of the Act (excluding the matters listed in Article 8(1)(iii) and (vi) to (x)).
- (2) When the seller or the Service Provider makes full indication of the money that should be borne by the purchaser or the service recipient, the seller or the Service Provider may partially omit indication of the matters specified in Article 11(1)(ii) to (v) (excluding the matters listed in Article 8(1)(iii), (iv), and (vi) to (x)). However, this shall not apply to the time of payment of the charge for the goods or the rights or the consideration for the services where the money pertaining to the sales contract or the Service Contract has been fully or partially paid prior to the delivery of the goods, transfer of the rights, or the offer of the services, to the matters listed in Article 11(1)(iii) of the Act where the seller or the Service Provider does not deliver the goods, transfer the rights, or offer the services

pertaining to the application without delay after receiving an application for a sales contract or a Service Contract, and to the matters concerning the liability of the seller where the seller does not bear the liability when the goods have a hidden defect.

(3) Where a seller or a Service Provider advertises by means of using an electronic data processing system, if it indicates to the effect that it will offer part of the matters listed in the respective items of Article 11(1) of the Act by any of the following means, the seller or the Service Provider may omit indication of such matters:

- (i) a means of sending the matters through an electric telecommunication line connecting the computer used by the seller or the Service Provider and the computer used by the customer, and recording them into a file on the computer used by the recipient;
- (ii) a means of offering the matters to be described in the document, which are recorded into a file on the computer used by the seller or the Service Provider to the customer for inspection through an electric telecommunication line, and recording said matters into a file on the computer used by the customer; or
- (iii) a means of offering the matters to be described in the document, which are recorded into a file on the computer used by the seller or the Service Provider (limited to a file solely to be used for said customer; referred to as a "Customer File" in Item 2 of the following paragraph), to the customer for inspection through an electric telecommunication line, when the computer used by the customer does not have a file for recording said matters.

(4) The means listed in the preceding paragraph shall comply with the following technical standards:

- (i) in the means referred to in Item 1 or 2 of the preceding paragraph, the customer shall be able to create a document by outputting the contents recorded into the file; and
- (ii) in the means referred to in Item 3 of the preceding paragraph, the matters to be described in the document that are recorded into the Customer File shall neither be deletable nor alterable for six months from the time they were recorded into the Customer File.

Article 10-2 (Electromagnetic means)

Means of using information and communications technology that is specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 11 (2) of the Act shall be means of offering an electromagnetic record by sending it to the computer used by the advertising target by using an electronic data processing system (including cases where this is conducted by entrusting it to another person).

Article 10-3 (Exclusion from application)

(1) When advertising in response to a request by the advertising target or in other cases specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 11(2) of the Act shall be any of the following cases:

- (i) where the seller or the Service Provider advertises by entrusting it to another person, when the entrusted person falls under both of the following (a) and (b) with respect to the entrusted business:
 - (a) the person directly receives a request from the advertising target, and makes an advertisement by an electromagnetic means based on such request (including cases where the person directly receives a request from the advertising target, and places an advertisement in part of an electromagnetic record sent by an electromagnetic means based on such request; hereinafter the same shall apply in this item, Article 26-2(i), and Article 41-2(i)); and
 - (b) the person indicates, in an easy to understand manner, a method for the advertising target that requested the offer of advertisements by an electromagnetic means to manifest his/her intention of wishing to stop receiving advertisements by an electromagnetic means, and stops offering advertisements by an electromagnetic means upon receiving such manifestation of intention;
- (ii) where a person provides services pertaining to use of electromagnetic means to a user on a condition that an advertisement will be placed in part of the electromagnetic record that is to be sent by electromagnetic means, when the seller or the Service Provider makes an advertisement upon offer of said services.

Article 10-4 (Indication of the contact method)

When advertising by electromagnetic means without a request or consent of the advertising target (except when the advertisement is made by placing it in part of the electromagnetic record that is sent by electromagnetic means upon request or with consent of the advertising target; the same shall apply in Article 26-3 and Article 41-3) and indicating a method for the advertising target to manifest his/her intention of not wishing to receive advertisements by an electromagnetic means pursuant to the provision of Article 11(2) of the Act, the seller or the Service Provider shall indicate the following matters at the very beginning of the main text of the electromagnetic record to be used for such advertisement, following the indication “ 事業者 ” (business operator), as well as clarify that offer of advertisements by electromagnetic means from the seller or the Service Provider will stop if the advertising target gives notice of the fact that he/she does not wish to receive offer of such advertisements along with his/her e-mail address:

- (i) name of the seller or the Service Provider; and
- (ii) e-mail address to which the advertising target may send a notification of the

fact that he/she does not wish to receive offer of advertisements by electromagnetic means.

Article 11 (Prohibition of misleading advertising, etc.)

Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 12 of the Act shall be as follows:

- (i) the type, performance, quality, or efficacy of the goods, the type, details, or effects of the services, or the type or details of the rights, or the effects of the services pertaining to the rights;
- (ii) involvement of the State, a local government, a Mail Order Sales Association, any other famous juridical person, any other organization, or a famous individual in the goods, the rights, or the services, the seller or the Service Provider, or the business operated by the seller or the Service Provider;
- (iii) the place of origin or place of production, the trademark, or the name of manufacturer of the goods; and
- (iv) the matters listed in the respective items of Article 11(1) of the Act.

Article 12 (Notification of acceptance, etc. in Mail Order Sales)

Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 13(1) of the Act shall be as follows:

- (i) a statement of acceptance or non-acceptance of the application (when the seller or the Service Provider has notified the person who made the application about the acceptance or non-acceptance of such application before receiving the charge for said goods or said rights or the consideration for said services, a statement to the effect);
- (ii) the name, address, and telephone number of the seller or the Service Provider;
- (iii) the amount of money received and the total amount if any money has been received previously;
- (iv) the date of receipt of the money;
- (v) the name and quantity of the goods or the type of rights or services for which the application was made; and
- (vi) if accepting the application, the time of delivery of the goods, the time of transfer of the rights, or the time of offering the services.

Article 13

(1) When a seller or a Service Provider notifies the person who made the application in writing pursuant to the provision of Article 13(1) of the Act, the seller or the Service Provider shall give notice in accordance with the following items:

- (i) when giving notice of non-acceptance of the application, the notification shall state the fact that the money already received will be immediately returned as well as its method; and

- (ii) when indicating the time of delivery of the goods, the time of transfer of the rights, or the time of offering the services, the period or the time limit shall be indicated.
- (2) The document referred to in the preceding paragraph shall use letters and numbers with a font size of 8 points or larger as provided for in the Japanese Industrial Standards Z 8305.

Article 14 (Means of using information and communications technology)

Means specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 13(2) of the Act shall be the following:

- (i) among means of using the electronic data processing system, those prescribed in (a), (b), or (c):
 - (a) a means of sending the document through an electric telecommunication line connecting the computer used by the seller or the Service Provider and the computer used by the person who made the application, and recording it into a file on the computer used by the recipient;
 - (b) a means of offering the matters to be notified, which are recorded into a file on the computer used by the seller or the Service Provider, to the person who made the application for inspection through an electric telecommunication line, and recording them into a file on the computer used by the person who made the application (when giving consent to receive or denying consent to receive offer of the document by means prescribed in the first sentence of Article 13(2) of the Act, a means of recording a statement to the effect into a file on the computer used by the seller or the Service Provider); or
 - (c) a means of offering the matters to be notified, which are recorded into a file on the computer used by the seller or the Service Provider (limited to a file solely to be used for said person who made the application; referred to as a "Purchasing Party File" in Item 2 of the following paragraph), to the person who made the application for inspection through an electric telecommunication line, when the computer used by the person who made the application does not have a file for recording said matters; and
- (ii) a means of delivering a file containing the matters to be notified that is prepared on a magnetic disk, a CD-ROM, or any other medium in which certain matters can be securely recorded by equivalent means.
- (2) The means listed in the preceding paragraph shall comply with the following technical standards:
 - (i) in the means referred to in (a) or (b) of Item 1 of the preceding paragraph, the person who made the application shall be able to create a document by outputting the contents recorded into the file;
 - (ii) in the means referred to in (c) of Item 1 of the preceding paragraph, the

matters to be notified that are recorded into the Purchasing Party File shall neither be deletable nor alterable for six months from the time they were recorded into the Purchasing Party File; and

- (iii) when offering the matters to be notified by means listed in Paragraph 1 in place of a notification in writing prescribed in the main clause of Article 13(1) of the Act, the seller or the Service Provider shall indicate the matters in such a way that the person who made the application may read the matters clearly.

Article 15

The type and details of the means to be indicated pursuant to the provision of Article 7(1) of the Order for Enforcement of the Act on Specified Commercial Transactions (Cabinet Order No. 295 of 1976; hereinafter referred to as the "Order") shall be the following matters:

- (i) of the means prescribed in Paragraph 1 of the preceding article, the one to be used by the seller or the Service Provider; and
- (ii) the method of recording into the file.

Article 16 (Act of causing customer to make application for contract against his/her will)

- (1) An act specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 14 shall be as follows:

- (i) when receiving an application for an electronic contract, the seller or the Service Provider fails to indicate that the computer operations pertaining to the electronic contract (limited to those that constitute an application for said electronic contract; the same shall apply in the following item) will constitute an application for said electronic contract, in a manner easily recognizable by the customer when conducting said operations;
- (ii) when receiving an application for an electronic contract, the seller or the Service Provider fails to enable the customer to easily confirm and correct the details of the application when conducting the computer operations pertaining to the electronic contract; and
- (iii) when the seller or the Service Provider receives an application for a sales contract or a Service Contract by a document on which the form of an application is printed, the seller or the Service Provider fails to indicate that the sending of said document will constitute an application in a manner easily recognizable by the customer.

- (2) An "electronic contract" referred to in the preceding paragraph shall mean a sales contract or a Service Contract concluded between the seller or the Service Provider and the customer by an electromagnetic means through computer screens, for which application is made when the customer sends the application from the

computer he/she uses in accordance with the procedure that is displayed on the screen by the seller or the Service Provider or a person entrusted by the seller or the Service Provider.

Section 4 Telemarketing Sales

Article 17 (Delivery of document, etc. in Telemarketing Sales)

Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 18(v) of the Act shall be as follows:

- (i) the name, address, and telephone number of the seller or the Service Provider, and where the seller or the Service Provider is a juridical person, the name of its representative;
- (ii) the name of the person who took charge of the application for or conclusion of the sales contract or the Service Contract;
- (iii) the date of the application for or conclusion of the sales contract or the Service Contract;
- (iv) the name of the goods and the trademark or the name of the manufacturer of the goods;
- (v) the model or type of goods (in the case of rights or services, the type of rights or services);
- (vi) quantity of the goods;
- (vii) where there are provisions on the liability of the seller in the case the goods have a hidden defect, the details of such provisions;
- (viii) where there are provisions on rescission of the contract, the details of such provisions; and
- (ix) where there are any special provisions other than those listed in the preceding two paragraphs, the details of such provisions.

Article 18

Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 19(2) of the Act shall be as follows:

- (i) the name, address, and telephone number of the seller or the Service Provider, and where the seller or the Service Provider is a juridical person, the name of its representative;
- (ii) the name of the person who took charge of the application for or conclusion of the sales contract or the Service Contract;
- (iii) the date of the application for or conclusion of the sales contract or the Service Contract;
- (iv) the name of the goods and the trademark or the name of the manufacturer of the goods;

- (v) the model or type of goods (in the case of rights or services, the type of rights or services);
- (vi) quantity of the goods;
- (vii) where there are provisions on the liability of the seller in the case the goods have a hidden defect, the details of such provisions;
- (viii) where there are provisions on rescission of the contract, the details of such provisions; and
- (ix) where there are any special provisions other than those listed in the preceding two paragraphs, the details of such provisions.

Article 19

The document delivered pursuant to the provisions of Article 18 or Article 19 of the Act (hereinafter referred to as the "Document" in this article) shall respectively satisfy the requirements set forth in the lower column of the following table with regard to the matters listed in the upper column of the same table.

Matters	Requirements
(1) Matters concerning the liability in the case the goods have a hidden defect	None of the provisions shall exempt the seller from liability for the defect in the case the goods have a hidden defect.
(2) Matters concerning rescission of the contract	<p>(a) None of the provisions shall prohibit the purchaser or the service recipient from rescinding the contract.</p> <p>(b) None of the provisions shall be more disadvantageous for the purchaser or the service recipient than those prescribed in the Civil Code with regard to the obligations of the seller or the Service Provider in the case the contract is rescinded due to a cause imputable to the seller or the Service Provider.</p>
(3) Matters concerning other special provisions	No special provisions shall be prescribed in violation of laws and regulations.

- (2) The Document shall indicate that its contents should be read and understood sufficiently in red letters within a red frame.
- (3) The Document shall use letters and numbers with a font size of 8 points or larger as provided for in the Japanese Industrial Standards Z 8305.

Article 20

With regard to the matters prescribed in Article 18(iv) of the Act that are to be described in the document that is delivered pursuant to the provisions of Article 18 or Article 19, the details listed in the lower column of the following table shall be respectively described according to the classification listed in the upper column of the same table, except for the cases prescribed in the following paragraph and Paragraph 4.

<p>(1) Matters concerning withdrawal of application for or rescission of a sales contract on goods</p>	<p>(a) The Purchasing Party (which means the Purchasing Party prescribed in Article 24(1) of the Act; hereinafter the same shall apply in this article and Article 23-2) shall be able to withdraw the application for or rescind the sales contract on goods in writing for a period until eight days have passed from the date on which he/she received the document referred to in Article 19 of the Act (or from the date of receipt of the document referred to in Article 18 of the Act where the Purchasing Party has received such document on an earlier date).</p> <p>(b) Notwithstanding the matter stated in (a), if the Purchasing Party had not withdrawn the application for or rescinded the sales contract on goods due to being misled by the seller's act of misrepresenting information concerning withdrawal of the application for or rescission of said sales contract in violation of the provision of Article 21(1) of the Act, or due to being disturbed by the seller's act of intimidating the Purchasing Party in violation of the provision of Paragraph (3) of the same article of the Act, said Purchasing Party shall be able to withdraw the application for or rescind the sales contract in writing for a period until eight days have passed from the date on which he/she received the document referred to in Article 24(1)(i) of the Act that has been issued by the seller.</p> <p>(c) The withdrawal of the application for or rescission of the contract referred to in (a) or (b) shall take effect when the Purchasing Party issues the document pertaining to the withdrawal of the application for or</p>
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	<p>the rescission of the contract.</p> <p>(d) When there has been withdrawal of the application for or rescission of the contract referred to in (a) or (b), the seller may not claim damages or demand payment of a penalty pertaining to the withdrawal of the application for or rescission of the contract from the Purchasing Party.</p> <p>(e) When there has been withdrawal of the application for or rescission of the contract referred to in (a) or (b), the seller shall bear the costs required for taking back any goods already delivered under the sales contract.</p> <p>(f) Where there has been withdrawal of the application for or rescission of the contract referred to in (a) or (b), if the charge for the goods has already been paid, the seller shall promptly return the full amount to the Purchasing Party.</p>
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<p>(2) Matters concerning withdrawal of application for or rescission of a sales contract on rights</p>	<p>(a) The Purchasing Party shall be able to withdraw the application for or rescind the sales contract on rights in writing for a period until eight days have passed from the date on which he/she received the document referred to in Article 19 of the Act (or from the date of receipt of the document referred to in Article 18 of the Act where the Purchasing Party has received such document on an earlier date).</p> <p>(b) Notwithstanding the matter stated in (a), if the Purchasing Party had not withdrawn the application for or rescinded the sales contract on rights due to being misled by the seller's act of misrepresenting information concerning withdrawal of the application for or rescission of said sales contract in violation of the provision of Article 21(1) of the Act, or due to being disturbed by the seller's act of intimidating the Purchasing Party in violation of the provision of Paragraph (3) of the same article of the Act, said Purchasing Party shall be able to withdraw the application for or rescind the sales contract in writing for a period until eight days have passed from the date</p>
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on which he/she received the document referred to in Article 24(1)(i) of the Act that has been issued by the seller.

(c) The withdrawal of the application for or rescission of the contract referred to in (a) or (b) shall take effect when the Purchasing Party issues the document pertaining to the withdrawal of the application for or the rescission of the contract.

(d) When there has been withdrawal of the application for or rescission of the contract referred to in (a) or (b), the seller may not claim damages or demand payment of a penalty pertaining to the withdrawal of the application for or rescission of the contract from the Purchasing Party.

(e) When there has been withdrawal of the application for or rescission of the contract referred to in (a) or (b), the seller shall bear the costs required for returning any rights already delivered under the sales contract.

(f) When there has been withdrawal of the application for or rescission 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 Purchasing Party even if facilities have already been used or services have already been offered through exercise of the rights.

(g) Where there has been withdrawal of the application for or rescission of the contract referred to in (a) or (b), if the existing state of the Purchasing Party's land, building, or other structure has been changed due to offer of the services pertaining to said rights, the Purchasing Party may demand that the seller takes necessary measures for returning it to the original state without charge.

(h) Where there has been withdrawal of the application for or rescission of the contract referred to in (a) or (b), if the charge for the rights has already been paid, the seller shall promptly return the full amount to the Purchasing Party.

<p>(2) Matters concerning withdrawal of application for or rescission of a Service Contract</p>	<p>(a) The Purchasing Party shall be able to withdraw the application for or rescind the Service Contract in writing for a period until eight days have passed from the date on which he/she received the document referred to in Article 19 of the Act (or from the date of receipt of the document referred to in Article 18 of the Act where the Purchasing Party has received such document on an earlier date).</p> <p>(b) Notwithstanding the matter stated in (a), if the Purchasing Party had not withdrawn the application for or rescinded the Service Contract due to being misled by the Service Provider's act of misrepresenting information concerning withdrawal of the application for or rescission of said Service Contract in violation of the provision of Article 21(1) of the Act, or due to being disturbed by the Service Provider's act of intimidating the Purchasing Party in violation of the provision of Paragraph (3) of the same article of the Act, said Purchasing Party shall be able to withdraw the application for or rescind the Service Contract in writing for a period until eight days have passed from the date on which he/she received the document referred to in Article 24(1)(i) of the Act that has been issued by the Service Provider.</p> <p>(c) The withdrawal of the application for or rescission of the contract referred to in (a) or (b) shall take effect when the Purchasing Party issues the document pertaining to the withdrawal of the application for or the rescission of the contract.</p> <p>(d) When there has been withdrawal of the application for or rescission of the contract referred to in (a) or (b), the Service Provider may not claim damages or demand payment of a penalty pertaining to the withdrawal of the application for or rescission of the contract from the Purchasing Party.</p> <p>(e) When there has been withdrawal of the application for or rescission of the contract referred to in (a) or (b), the Service Provider may not claim</p>
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	<p>payment of the consideration for the services pertaining to the Service Contract or any other money from the Purchasing Party even if services have already been offered based on the Service Contract.</p> <p>(f) Where there has been withdrawal of the application for or rescission of the contract referred to in (a) or (b), if the Service Provider has already received money in relation to the Service Contract, it shall promptly return the full amount to the Purchasing Party.</p> <p>(g) Where there has been withdrawal of the application for or rescission of the contract referred to in (a) or (b), if the existing state of the Purchasing Party's land, building, or other structure has been changed due to offer of the services pertaining to said Service Contract, the Purchasing Party may demand that the Service Provider takes necessary measures for returning it to the original state without charge.</p>
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(2) Where Designated Goods pertaining to the sales contract correspond to Designated Goods specified by a Cabinet Order referred to in Article 24(1) (excluding Item 2) of the Act, if the seller wishes to prohibit the Purchasing Party from withdrawing the application for or rescinding the sales contract, the seller shall include the details listed in the following respective items in the document referred to in the preceding paragraph:

- (i) the name of the goods and other matters for identifying said goods; and
- (ii) the fact that the Purchasing Party may not withdraw the application for or rescind the contract on said goods.

(3) Where Designated Goods pertaining to the sales contract correspond to Designated Goods specified by a Cabinet Order referred to in Article 24(1)(ii) of the Act, if the seller wishes to prohibit the Purchasing Party from withdrawing the application for or rescinding the sales contract when the Purchasing Party had used or consumed in whole or in part such Designated Goods, the seller shall include the details listed in the following respective items in the document referred to in Paragraph 1, in addition to the details listed in the lower columns of (1) in the table in Paragraph 1:

- (i) the name of the goods and other matters for identifying said goods; and
- (ii) the fact that the Purchasing Party may not withdraw the application for or rescind the contract when he/she has used or consumed in whole or in part said goods (except where the seller has induced the Purchasing Party to use or

consume in whole or in part said goods).

- (4) Where, in the case prescribed in Article 19(2) of the Act, the total amount of charge for Designated Goods or the Designated Rights pertaining to the sales contract or the consideration for Designated Services pertaining to the Service Contract does not reach the amount specified by a Cabinet Order referred to in Article 24(1)(iii) of the Act, if the seller or the Service Provider wishes to prohibit the Purchasing Party from withdrawing the application for or rescinding the sales contract or the Service Contract, the seller or the Service Provider shall include the fact that the Purchasing Party may not withdraw the application for or rescind the contract in the document referred to in Paragraph 1.
- (5) The matters listed in the preceding paragraphs shall be described in red letters within a red frame.

Article 21 (Notification of acceptance, etc. in Mail Order Sales)

Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 20 of the Act shall be as follows:

- (i) a statement of acceptance or non-acceptance of the application (when the seller or the Service Provider has notified the person who made the application about the acceptance or non-acceptance of such application before receiving the charge for said goods or said rights or the consideration for said services, a statement to the effect);
- (ii) the name, address, and telephone number of the seller or the Service Provider;
- (iii) the amount of money received and the total amount if any money has been received previously;
- (iv) the date of receipt of the money;
- (v) the name and quantity of the goods or the type of rights or services for which the application was made; and
- (vi) if accepting the application, the time of delivery of the goods, the time of transfer of the rights, or the time of offering the services.

Article 22

- (1) When a seller or a Service Provider notifies the person who made the application in writing pursuant to the provision of Article 20 of the Act, the seller or the Service Provider shall give notice in accordance with the following items:
- (i) when giving notice of non-acceptance of the application, the notification shall state the fact that the money already received will be immediately returned as well as its method; and
 - (ii) when indicating the time of delivery of the goods, the time of transfer of the rights, or the time of offering the services, the period or the time limit shall be indicated.

- (2) The document referred to in the preceding paragraph shall use letters and numbers with a font size of 8 points or larger as provided for in the Japanese Industrial Standards Z 8305.

Article 22-2 (Important matters in Telemarketing Sales)

Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 21(1)(i) of the Act shall be the matters listed in the following items:

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

Article 23 (Prohibited acts in Telemarketing Sales)

Acts specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 22(iii) of the Act shall be the acts listed in the following items:

- (i) an act of soliciting a sales contract or a Service Contract pertaining to Telemarketing Sales in a way that makes the customer feel annoyed or an act of preventing a purchaser or a service recipient from withdrawing the application for or rescinding a sales contract or a Service Contract pertaining to Telemarketing Sales in a way that makes the person feel annoyed;
- (ii) an act of taking advantage of the impaired judgment of an elderly or other person and having such person conclude a sales contract or a Service Contract pertaining to Telemarketing Sales;
- (iii) an act of conducting solicitation that is found to be inappropriate in light of the state of the customer's knowledge, experience, and assets;
- (iv) an act of having a customer describe false information on his/her age, occupation, or other matters in the document pertaining to the contract, when concluding a sales contract or a Service Contract pertaining to Telemarketing Sales;
- (v) an act, conducted in order to prevent rescission of a sales contract on goods specified by a Cabinet Order referred to in Article 24(1)(ii) of the Act, of having the purchaser use or consume in whole or in part said goods when concluding said sales contract.

Article 23-2 (Delivery of document after obstructing withdrawal of application for or rescission of contract)

- (1) The document referred to in Article 24(1)(i) of the Act shall contain the following matters:

- (i) the selling price of the goods or rights or the consideration for the services;
 - (ii) the fact that the Purchasing Party may withdraw the application for or rescind the sales contract or the Service Contract in writing for a period until eight days have passed from the date on which the Purchasing Party received the document, pursuant to the provision of Article 24(1)(i) of the Act;
 - (iii) matters concerning the provisions of Article 24(2) to (7) of the Act;
 - (iv) the name, address, and telephone number of the seller or the Service Provider, and where the seller or the Service Provider is a juridical person, the name of its representative;
 - (v) the name of the person who took charge of the application for or conclusion of the sales contract or the Service Contract;
 - (vi) the date of the application for or conclusion of the sales contract or the Service Contract;
 - (vii) the name of the goods and the trademark or the name of the manufacturer of the goods;
 - (v) the model or type of goods (in the case of rights or services, the type of rights or services); and
 - (ix) quantity of the goods.
- (2) The document shall use letters and numbers with a font size of 8 points or larger as provided for in the Japanese Industrial Standards Z 8305.
- (3) When describing the matters in the document, the details listed in Item 2 and Item 3 of Paragraph 1 shall be described in red letters within a red frame.
- (4) The document delivered pursuant to the preceding three paragraphs shall be in accordance with Form 1.
- (5) When a seller or a Service Provider delivers the document referred to in Article 24(1)(i) of the Act to the Purchasing Party, it shall immediately tell the Purchasing Party the details listed in Items 2 and Item 3 of Paragraph 1 after confirming that the Purchasing Party is looking at said document.

Chapter 2 Multilevel Marketing Transactions

Article 24 (Specified profit)

The requirements specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 33(1) of the Act shall mean any of the following:

- (i) profits arising from the transaction fee provided by another person engaged in the resale, consignment sale, or mediation of sales of the Goods (which means the Goods referred to in Article 33(1) of the Act; hereinafter the same shall apply in this chapter except in Article 27, Article 28, and Article 30) or another person engaged in offering the same kind of services, or mediation of offers of such services;

- (ii) profits arising from sale of the Goods to another person engaged in the resale, consignment sale, or mediation of sales of the Goods or from offer of services to another person engaged in offering the same kind of services, or mediation of offers of such services; or
- (iii) when another person engaged in the resale, consignment sale, or mediation of sales of the Goods provides a transaction fee or purchases the Goods or another person engaged in offering the same kind of services, or mediation of offers of such services provides a transaction fee or pays the consideration for the services, profits arising from money or goods provided by a person other than such person.

Article 24-2 (Important matters in Multilevel Marketing Transactions)

Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 34(1)(i) of the Act shall be the matters listed in the following items:

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

Article 24-3 (Place specified by Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 34(4) of the Act)

A place specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 34(4) of the Act shall be the places listed in the following items:

- (i) a business office;
- (ii) an agency;
- (iii) a street stall, a food stall, or any other similar stall;
- (iv) in addition to those listed in the preceding three items, a place similar to a store where the Goods are displayed and sold for a specific period.

Article 25 (Advertisements of Multilevel Marketing Transactions)

(1) Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 35(1)(iv) of the Act shall be as follows:

- (i) the name, address, and telephone number of the advertising Supervisor, solicitor, or general multilevel marketing distributor (in the case of a solicitor or a general multilevel marketing distributor, also the name, address, and telephone number of the Supervisor pertaining to the Multilevel Marketing Transactions);
- (ii) where the Supervisor, the solicitor, or the general multilevel marketing

distributor is a juridical person and it advertises by a method using an electronic data processing system (which means an electronic data processing system connecting a computer used by the Supervisor, the solicitor, or the general multilevel marketing distributor and a computer used by the customer by an electric telecommunication line), the name of the representative of the Supervisor, the solicitor, or the general multilevel marketing distributor or the person responsible for the affairs concerning Multilevel Marketing Transactions;

(iii) the name of the Goods;

(iv) when advertising by electromagnetic means, the e-mail address of the Supervisor, the solicitor, or the general multilevel marketing distributor;

(v) except in cases falling under the following (a) or (b), when advertising by electromagnetic means without a request or consent of the advertising target, statement to the effect:

(a) when advertisement is made by placing the advertisement in part of the electromagnetic record that is sent by electromagnetic means upon request or with consent of the advertising target; or

(b) where a person provides services pertaining to use of electromagnetic means to a user on a condition that an advertisement will be placed in part of the electromagnetic record that is to be sent by electromagnetic means, when advertisement is made upon offer of said services.

(2) With regard to the matters listed in Item 5 of the preceding paragraph, a Supervisor, a solicitor, or a general multilevel marketing distributor shall indicate "未承諾広告" (mish daku k kou*) at the very beginning of the title part of the electromagnetic record used for the advertisement, encoding the characters with the same character set as that used for the main text. However, when the indication in the title part of the electromagnetic record is further encoded by another encoding method to the extent necessary for transmission of said electromagnetic record, the character set before the further encoding shall be the same as the character set used for the main text.

Article 26

(1) When advertising Multilevel Marketing Transactions pursuant to the provision of Article 35(1) of the Act, the amount required for purchasing Goods or for paying the consideration for services or the amount of transaction fee (where the customer is required to purchase Goods or pay the consideration for services as well as provide a transaction fee, the total of the amount required for purchasing Goods or for paying the consideration for services and the amount of transaction fee) shall be clearly indicated, with respect to the matter referred to in Item 2 of the same paragraph.

(2) When advertising Multilevel Marketing Transactions pursuant to the provision

of Article 35(1), the matter referred to in Item 3 of the same paragraph shall be indicated in accordance with the following:

- (i) the percentage amount of specified profit that can be received in the amount of proceeds from selling the Goods to another person engaged in the resale, consignment sale, or mediation of sales of the Goods or in the amount of consideration received from offering the services to another person engaged in offering the same kind of services, or mediation of offers of such services, and outline of the method for calculating any other specified profits shall be indicated;
- (ii) in addition to the matters listed in the preceding item, when there is a case where the specified profit is not paid in whole or in part, the conditions for such a case shall be indicated; and
- (iii) when indicating the amount of money that can be received or any other indicator of the specified profit, grounds or explanations that enable accurate understanding of the potential specified profit shall be indicated, such as indicating numerical data showing that people who actually receive the same level of specified profit as such indicator constitute a large proportion of persons engaged in the resale, consignment sale, or mediation of sales of the Goods or persons engaged in offering the same kind of services or mediation of offers of such services pertaining to said Multilevel Marketing.

Article 26-2 (Exclusion from application)

When advertising in response to a request by the advertising target or in other cases specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 35(2) of the Act shall be any of the following cases:

- (i) where the Supervisor, the solicitor, or the general multilevel marketing distributor advertises by entrusting it to another person, when the entrusted person falls under both of the following (a) and (b) with respect to the entrusted business:
 - (a) the person directly receives a request from the advertising target, and makes advertisement by an electromagnetic means based on such request; and
 - (b) the person indicates, in an easy to understand manner, a method for the advertising target that requested the offer of advertisements by an electromagnetic means to manifest his/her intention of wishing to stop receiving advertisements by an electromagnetic means, and stops offering advertisements by an electromagnetic means upon receiving such manifestation of intention;
- (ii) where a person provides services pertaining to use of electromagnetic means to a user on a condition that an advertisement will be placed in part of the electromagnetic record that is to be sent by electromagnetic means, when the

Supervisor, the solicitor, or the general multilevel marketing distributor makes advertisement upon offer of said services.

Article 26-3 (Indication of the contact method)

When advertising by electromagnetic means without a request or consent of the advertising target and indicating a method for the advertising target to manifest his/her intention of not wishing to receive advertisements by an electromagnetic means pursuant to the provision of Article 35(2) of the Act, the Supervisor, the solicitor, or the general multilevel marketing distributor shall indicate the following matters at the very beginning of the main text of the electromagnetic record to be used for such advertisement, following the indication “ 事業者 ” (business operator), as well as clarify that offer of advertisements by electromagnetic means from the Supervisor, the solicitor, or the general multilevel marketing distributor will stop if the advertising target notifies the fact that he/she does not wish to receive offer of such advertisements along with his/her e-mail address:

- (i) name of the Supervisor, the solicitor, or the general multilevel marketing distributor; and
- (ii) e-mail address to which the advertising target may send a notification of the fact that he/she does not wish to receive offer of advertisements by electromagnetic means.

Article 27 (Prohibition of misleading advertising, etc.)

Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 36 of the Act shall be as follows:

- (i) the type, performance, quality, or efficacy of the Goods, the type, details, or effects of the services, or the type or details of the rights, or the effects of the services pertaining to the rights;
- (ii) the place of origin or place of production, the trademark, or the name of manufacturer of the Goods;
- (iii) matters concerning the specified burden involved in said Multilevel Marketing Transactions;
- (iv) matters concerning the specified profits pertaining to the Multilevel Marketing;
- (v) involvement of the State, a local government, any famous juridical person or other organization, or a famous individual in the Goods, the rights, or the services, the Supervisor, the solicitor, or the general multilevel marketing distributor, or the business operated by the Supervisor, the solicitor, or the general multilevel marketing distributor; and
- (vi) matters concerning rescission of a contract on Multilevel Marketing Transactions pertaining to Multilevel Marketing (including matters prescribed in

Article 40(1) to (3) and Article 40-2(1) to (5)).

Article 28 (Delivery of document in Multilevel Marketing Transactions)

A document to be delivered to a person who intends to bear the specified burden involved in Multilevel Marketing Transactions pursuant to the provision of Article 37 (1) of the Act shall clearly indicate the following matters pertaining to the Multilevel Marketing:

- (i) the name, address, and telephone number of the Supervisor, and where the Supervisor is a juridical person, the name of its representative;
 - (ii) when the person conducting Multilevel Marketing is not the Supervisor, the name, address, and telephone number of the person conducting Multilevel Marketing, and where the person conducting Multilevel Marketing is a juridical person, the name of its representative;
 - (iii) important matters concerning the type, performance, or quality of the Goods or important matters concerning the type or details of the rights or the services;
 - (iv) the name of the Goods;
 - (v) important matters concerning the selling price of the Goods or rights, the time and method of delivery of the goods or transfer of the rights, or any other conditions of sale of the Goods or the rights, or important matters concerning the consideration for the services, the time and method of offering the services, or any other conditions of offering the services;
 - (vi) matters concerning the specified profits pertaining to the Multilevel Marketing;
 - (vii) matters concerning the specified burden involved in said Multilevel Marketing Transactions;
 - (viii) requirements for rescinding a contract and other important matters concerning contracts pertaining to said Multilevel Marketing;
 - (ix) When the Goods are sold or the services are offered through sales on the affiliated loan prescribed in Article 2(2) of the Installment Sales Act (Act No. 159 of 1961) or third party sales credit prescribed in Paragraph 3 of the same article, a statement that the purchaser of the Goods or the service recipient may set up against the loan provider or the third party credit provider any defense which has arisen against the seller affiliated with the loan provider, the seller related to the third party sales credit, or the service provider related to the third party sales credit pursuant to the provision of Article 29-4(2) of the same Act (including the cases where it is applied *mutatis mutandis* pursuant to Paragraph 3 of the same article) or Article 30-4 of the same Act (including the cases where it is applied *mutatis mutandis* pursuant to Article 30-5(1) of the same Act); and
 - (x) matters concerning the prohibited acts prescribed in Article 34 of the Act.
- (2) The document referred to in the preceding paragraph shall indicate that its

contents should be read and understood sufficiently in red letters within a red frame.

- (3) The document referred to in Paragraph 1 shall use letters and numbers with a font size of 8 points or larger as provided for in the Japanese Industrial Standards Z 8305.

Article 29

Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 37(2)(v) of the Act shall be as follows:

- (i) the name, address, and telephone number of the Supervisor, and where the Supervisor is a juridical person, the name of its representative;
- (ii) when the person conducting Multilevel Marketing is not the Supervisor, the name, address, and telephone number of the person conducting Multilevel Marketing, and where such person is a juridical person, the name of its representative;
- (iii) the date of contract;
- (iv) matters concerning trademarks, trade names, or other specific indications;
- (v) matters concerning the specified profits pertaining to the Multilevel Marketing;
- (vi) where there are provisions on obligations other than the specified burden, the details of such provisions;
- (vii) When the Goods are sold or the services are offered through sales on the affiliated loan prescribed in Article 2(2) of the Installment Sales Act or third party sales credit prescribed in Paragraph 3 of the same article, a statement that the purchaser of the Goods or the recipient of the offer of the services may set up against the loan provider or the third party credit provider any defense which has arisen against the seller affiliated with the loan provider, the seller related to the third party sales credit, or the service provider related to the third party sales credit pursuant to the provision of Article 29-4(2) of the same Act (including the cases where it is applied *mutatis mutandis* pursuant to Paragraph 3 of the same article) or Article 30-4 of the same Act (including the cases where it is applied *mutatis mutandis* pursuant to Article 30-5(1) of the same Act); and
- (viii) matters concerning the prohibited acts prescribed in Article 34 of the Act.

Article 30

The document to be delivered by a person conducting Multilevel Marketing to the counterparty of the contract pursuant to the provision of Article 37(2) of the Act (hereinafter referred to as the "Document" in this article) shall respectively contain the details listed in the lower column of the following table with regard to the matters listed in the upper column of the same table.

Matters	Details
<p>(1) Matters concerning the conditions of resale, consignment sale, or mediation of sales of the Goods or the rights or offering of the same kind of services, or mediation of offers of such services</p>	<p>(a) With regard to resale of the Goods or the rights, the price of the Goods or the rights to be purchased, the time and method of payment of the charge, the time and method of delivery of the Goods or transfer of the rights, and where there are any other conditions of resale of the Goods or the rights, the details of such conditions</p> <p>(b) With regard to consignment sale of the Goods or the rights, the price of the Goods or the rights to be sold on consignment, the time and method of delivery of the Goods or transfer of the rights, the time and method of delivery of the received payment, and where there are any other conditions of consignment sale of the Goods or the rights, the details of such conditions</p> <p>(c) With regard to offering of the same kind of services, the consideration for the services, the time and method of its payment, and where there are any other conditions of offering of the same kind of services, the details of such conditions</p> <p>(d) With regard to mediation of sales of the Goods or the rights or mediation of offers of such services, where there are any conditions of said mediation, the details of such conditions</p>
<p>(2) Matters concerning the specified burden involved in said Multilevel Marketing Transactions</p>	<p>(a) With regard to purchase of the Goods, the supplier, the quantity, and the purchase amount of the Goods, the time and method of payment of the amount, and the time and method of delivery of the Goods</p> <p>(b) With regard to purchase of the rights, the supplier and the purchase amount of the rights, the time and method of payment of the amount, and the time and method of transfer of the rights</p> <p>(c) With regard to payment of the consideration for the services, the recipient and the amount of payment, the time and method of payment, and the time and method of offering the services</p>

	<p>(d) With regard to provision of a transaction fee, the recipient, the amount, and the nature of the fee, and the time and method of providing the fee</p>
<p>(3) Matters concerning rescission of the contract pursuant to the provision of Article 40(1) of the Act (including matters concerning the provisions of Article 40(2) and (3) of the Act)</p>	<p>(a) Statement that the New Multilevel Marketing Distributor may rescind the contract in writing for a period until 20 days have passed from the date on which he/she received the document referred to in Article 37(2) of the Act (or the date of the first delivery of the Goods, where the specified burden pertaining to the contract relates to purchase of the Goods to be resold and the date of the first delivery of the Goods purchased under the contract was after the date on which he/she received the document)</p> <p>(b) Statement that, notwithstanding the matter stated in (a), if the New Multilevel Marketing Distributor had not rescinded the contract pursuant to the provision of Article 40(1) of the Act due to the Supervisor's or the solicitor's act, in violation of the provision of Article 34(1) of the Act, or the general multilevel marketing distributor's act, in violation of Article 34(2) of the Act, of misrepresenting information concerning rescission of Multilevel Marketing Contract pursuant to the provision of Article 40(19) of the Act, or due to being disturbed by the Supervisor's, the solicitor's, or the general multilevel marketing distributor's act of intimidating the New Multilevel Marketing Distributor in violation of the provision of Article 34(3) of the Act, the New Multilevel Marketing Distributor may rescind the contract in writing for a period until 20 days have passed from the date on which the New Multilevel Marketing Distributor received the document referred to in Article 40(1) of the Act, which has been issued by the Supervisor, the solicitor, or the general multilevel marketing distributor pertaining to such Multilevel Marketing</p> <p>(c) Statement that, when there has been rescission of the contract referred to in (a) or (b), the person conducting such Multilevel Marketing may not claim</p>

	<p>damages or demand payment of a penalty pertaining to the rescission of the contract from the New Multilevel Marketing Distributor</p> <p>(d) Statement that the rescission of the contract referred to in (a) or (b) shall take effect when the document stating the intention to rescind the contract has been issued</p> <p>(e) Statement that, when there has been rescission of the contract referred to in (a) or (b), the person conducting such Multilevel Marketing shall bear the costs required for taking back any Goods already delivered under the contract</p> <p>(f) Statement that, where there has been rescission of the contract referred to in (a) or (b), if the charge for the goods or the rights or the consideration for the services has already been paid, or if a transaction fee has already been provided, the person conducting such Multilevel Marketing shall promptly return the full amount to the New Multilevel Marketing Distributor</p>
<p>(4) Matters concerning rescission of a Multilevel Marketing Contract pertaining to Goods pursuant to Article 40-2 (1) of the Act (including matters concerning the provisions of Article 40 (2) to (5) of the Act)</p>	<p>(a) Statement that, where 20 days have passed from the date on which the New Multilevel Marketing Distributor received the document referred to in Article 37(2) (or the date of the first delivery of the Goods, where the specified burden pertaining to the contract relates to purchase of the Goods to be resold and the date of the first delivery of the Goods purchased under the contract was after the date on which he/she received the document), he/she may terminate the Multilevel Marketing Contract</p> <p>(b) Statement that, where a Multilevel Marketing Contract has been rescinded pursuant to the matter described in (a), the person conducting Multilevel Marketing may not demand that the New Multilevel Marketing Distributor (limited to a person who has concluded said Multilevel Marketing Contract within the past one year; hereinafter the same in this item) pays an amount of money that exceeds the total of the sum of costs normally required for concluding and performing a contract and the following amounts and</p>

the amount of the relevant delay damages based on the statutory interest rate

(i) The amount equivalent to the selling price of the Goods delivered under said Multilevel Marketing Contract (excluding those for which the contract concerning sales of Goods [including the part of said Multilevel Marketing Contract concerning sales of Goods pertaining to the specified burden involved in said Multilevel Marketing Transactions; hereinafter referred to as the "Sales Contract on Goods" in this item] has been rescinded pursuant to the provision of Article 40-2(2) of the Act)

(ii) The amount equivalent to the specified profit or other money and goods offered (limited to those concerning the Goods pertaining to the Sales Contract on Goods that was rescinded pursuant to the provision of Article 40-2(2) of the Act)

(c) Statement that, where a Multilevel Marketing Contract has been rescinded pursuant to the matter described in (a), if the person conducting Multilevel Marketing had already sold, etc. the Goods pertaining to the Multilevel Marketing to the New Multilevel Marketing Distributor prior to the rescission, the New Multilevel Marketing Distributor may rescind the Sales Contract on Goods except in the following cases

(i) Where 90 days have passed from the date of delivery of said Goods (where said Goods are the rights to use a facility or to receive offers of services, the date of transfer of such rights; hereinafter the same shall apply in this item)

(ii) Where said Goods have been resold

(iii) Where said Goods have been used or consumed in whole or in part (except where the person who sold the Goods pertaining said Multilevel Marketing induced the New Multilevel Marketing Distributor to use or consume in whole or in part said Goods)

(iv) cases specified in Article 10-2 of the Cabinet Order

(d) Statement that, where a Sales Contract on Goods has been rescinded pursuant to the matter described

	<p>in (c), the person conducting Multilevel Marketing may not demand that the New Multilevel Marketing Distributor pays an amount of money that exceeds the total of the amount specified in (i) if the case falls under (i) or the amount specified in (ii) if the case falls under (ii) and the amount of the relevant delay damages based on the statutory interest rate</p> <p>(i) if the Goods were returned or if rescission of said Sales Contract on Goods was before the delivery of the Goods the amount equivalent to one-tenth of the selling price of the Goods</p> <p>(ii) if the Goods were not returned the amount equivalent to the selling price of the Goods</p> <p>(e) Statement that, where a Sales Contract on Goods has been rescinded pursuant to the matter described in (c), the Supervisor of the series of Multilevel Marketing activities pertaining to said Goods shall be jointly and severally liable to performance of the obligations of the person who sold said Goods that have arisen from such rescission</p> <p>(f) Where there are any special provisions on rescission of a Multilevel Marketing Contract or a Sales Contract on Goods, the details of such provisions</p>
<p>(5) Matters concerning rescission of a Multilevel Marketing Contract pertaining to services pursuant to Article 40-2 (1) of the Act (including matters concerning the provisions of Article 40 (2) to (5) of the Act)</p>	<p>(a) Statement that, where 20 days have passed from the date on which the New Multilevel Marketing Distributor received the document referred to in Article 37(2), he/she may terminate the Multilevel Marketing Contract</p> <p>(b) Statement that, where a Multilevel Marketing Contract has been rescinded pursuant to the matter described in (a), the person conducting Multilevel Marketing may not demand that the New Multilevel Marketing Distributor pays an amount of money that exceeds the total of costs normally required for concluding and performing a contract, the amount equivalent to the consideration for the services offered under said Multilevel Marketing Contract, and the amount of the relevant delay damages based on the statutory interest rate</p>

	(c) Where there are any special provisions on rescission of a Multilevel Marketing Contract, the details of such provisions
(6) Matters concerning trademarks, trade names	<p>(a) Trademarks, trade names, or other specific indications to be used</p> <p>(b) Where there are requirements for use of said indications, or other specific indications the details of such requirements</p> <p>(c) Where use of any trademarks, trade names, or other specific indications is prohibited, a statement to the effect</p>
(7) Matters concerning the specified profit	<p>(a) The percentage amount of specified profit that can be the specified profit received in the amount of proceeds from selling the Goods or the rights to another person engaged in the resale, consignment sale, or mediation of sales of the Goods or the rights or in the amount of consideration received from offering the services to another person engaged in offering the same kind of services, or mediation of offers of such services, and the method for calculating any other specified profits</p> <p>(b) In addition to the matters listed in (a), when there is a case where the specified profit is not paid in whole or in part, the conditions for such a case</p> <p>(c) In addition to the matters listed in (a) and (b), the time and method of payment of the specified profit and other conditions of payment of the specified profit</p>

- (2) The document shall indicate that its contents should be read and understood sufficiently in red letters within a red frame.
- (3) The document shall use letters and numbers with a font size of 8 points or larger as provided for in the Japanese Industrial Standards Z 8305.
- (4) When describing the matters in the document, the details listed in the lower column of (3) in the table in Paragraph 1 shall be described in red letters within a red frame.

Article 31 (Prohibited acts in Multilevel Marketing Transactions)

Acts specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 38(iv) of the Act shall be the acts listed in the following items:

- (i) an act of preventing a person from rescinding a contract concerning Multilevel Marketing Transactions pertaining to the Multilevel Marketing (limited to a contract with an individual who sells or mediates sales of Goods or offers or mediates offers of services pertaining to the Multilevel Marketing by means other than through a store or other similar facility; hereinafter the same shall apply in this article) in a way that makes the person feel annoyed;
- (ii) a general multilevel marketing distributor's act of intentionally failing to disclose facts with regard to the matters listed in the respective items of Article 34(1) of the Act in soliciting a contract concerning Multilevel Marketing Transactions pertaining to a series of Multilevel Marketing activities supervised by the Supervisor or in order to prevent rescission of a contract concerning Multilevel Marketing Transactions pertaining to such Multilevel Marketing;
- (iii) an act of inciting a person to intentionally fail to disclose facts or give false information with regard to the matters listed in the respective items of Article 34(1) of the Act in soliciting a contract concerning Multilevel Marketing Transactions pertaining to a series of Multilevel Marketing activities supervised by the Supervisor or in order to prevent rescission of a contract concerning Multilevel Marketing Transactions pertaining to such Multilevel Marketing;
- (iv) an act of inciting a person to intimidate and disturb another person in order to make him/her conclude a contract concerning Multilevel Marketing Transactions pertaining to a series of Multilevel Marketing activities supervised by the Supervisor or to prevent him/her from rescinding a contract concerning Multilevel Marketing Transactions pertaining to such Multilevel Marketing;
- (v) where a person conducting the Multilevel Marketing must deliver the document prescribed in Article 37 of the Act, an act of inciting such person not to deliver the document or to deliver a document that does not contain the matters prescribed in the same article or a document containing false information;
- (vi) an act of taking advantage of the impaired judgment of a minor or other person and having such person conclude a contract concerning Multilevel Marketing Transactions pertaining to the Multilevel Marketing;
- (vii) an act of conducting solicitation that is found to be inappropriate in light of the state of the counterparty's knowledge, experience, and assets; and
- (viii) an act of having the counterparty describe false information on his/her age, occupation, or other matters in the document pertaining to the contract, when concluding a contract concerning Multilevel Marketing Transactions pertaining to the Multilevel Marketing.

Article 31-2 (Delivery of document after obstructing rescission of contract)

- (1) The document to be delivered pursuant to the provision of Article 40(1) shall contain the following matters:

- (i) details of the Multilevel Marketing Contract;
 - (ii) a statement that the counterparty may rescind the Multilevel Marketing Contract in writing for a period until 20 days have passed from the date on which he/she receives said document pursuant to the provision of in Article 40(1) of the Act;
 - (iii) matters concerning the provisions of Article 40(2) and (3) of the Act;
 - (iv) the name, address, and telephone number of the Supervisor, and where the Supervisor is a juridical person, the name of its representative;
 - (v) when the person conducting Multilevel Marketing is not the Supervisor, the name, address, and telephone number of the person conducting Multilevel Marketing, and where the person conducting Multilevel Marketing is a juridical person, the name of its representative; and
 - (vi) the date of contract.
- (2) The document shall use letters and numbers with a font size of 8 points or larger as provided for in the Japanese Industrial Standards Z 8305.
- (3) When describing the matters in the document, the details listed in Item 2 and Item 3 of Paragraph 1 shall be described in red letters within a red frame.
- (4) The document delivered pursuant to the preceding three paragraphs shall be in accordance with Form 2.
- (5) When a Supervisor, a solicitor, or a general multilevel marketing distributor delivers the document referred to in Article 40(1) of the Act to the New Multilevel Marketing Distributor, it shall immediately tell the New Multilevel Marketing Distributor the details listed in Items 2 and Item 3 of Paragraph 1 after confirming that the New Multilevel Marketing Distributor is looking at said document.

Chapter 3 Specified Continuous Service Offers

Article 32 (Delivery of document, etc. in Specified Continuous Service Offers)

The document containing the outline of a Contract on Specified Continuous Service Offers, etc. to be delivered to a person who intends to receive offer of Specified Continuous Services or a person who intends to purchase rights to receive offer of Specified Continuous Services pursuant to the provision of Article 42(1) of the Act shall clearly indicate the following matters pertaining to said Contract on Specified Continuous Service Offers, etc.:

- (i) the following matters in the case of a Specified Continuous Service Contract:
 - (a) the name, address, and telephone number of the Service Provider, and where the Service Provider is a juridical person, the name of its representative;
 - (b) details of the services to be offered;
 - (c) if there are goods that need to be purchased by the service recipient upon offering of said services, the name, type, and quantity of such goods;

- (d) the estimated amounts of the consideration for the services and any other money that must be paid by the service recipient;
 - (e) the time and method of payment of the money listed in (d);
 - (f) the time of offering the services;
 - (g) matters concerning rescission of the Specified Continuous Service Contract pursuant to the provisions of Article 48(1) of the Act (including matters concerning the provisions of Paragraphs (2) to (7) of the same article);
 - (h) matters concerning rescission of the Specified Continuous Service Contract pursuant to the provisions of Article 49(1) of the Act (including matters concerning the provisions of Paragraphs 2, 5, and 6 of the same article);
 - (i) when the services are offered through sales on the affiliated loan prescribed in Article 2(2) of the Installment Sales Act or third party sales credit prescribed in Paragraph 3 of the same article, a statement that the service recipient may set up against the loan provider or the third party credit provider any defense which has arisen against the seller affiliated with the loan provider or the service provider related to the third party sales credit pursuant to the provision of Article 29-4(2) of the same Act (including the cases where it is applied *mutatis mutandis* pursuant to Paragraph 3 of the same article) or Article 30-4 of the same Act (including the cases where it is applied *mutatis mutandis* pursuant to Article 30-5(1) of the same Act);
 - (j) when conducting a prepaid transaction pertaining to Specified Continuous Service Offers (a transaction pertaining to Specified Continuous Service Offers where the Service Provider or the seller receives an amount of money exceeding 50,000 yen from the counterparty prior to the Specified Continuous Service Offers; hereinafter the same shall apply), a statement of whether or not a preservative measure is taken for the advance received pertaining to the prepaid transaction, and if a preservative measure is taken, the details of the measure; and
 - (k) where there are special provisions, the details of such provisions.
- (ii) the following matters in the case of a Specified Right Sales Contract:
- (a) the name, address, and telephone number of the seller, and where the seller is a juridical person, the name of its representative;
 - (b) details of the services that are available through exercise of the rights;
 - (c) if there are goods that need to be purchased by the purchaser of the right to receive offer of Specified Continuous Services upon offering of said services, the name, type, and quantity of such goods;
 - (d) the estimated amounts of the selling price of the rights and any other money that must be paid by the purchaser of the rights to receive offer of said Specified Continuous Services;
 - (e) the time and method of payment of the money listed in (d);

- (f) the time of offering the services that are available through exercise of the rights;
 - (g) matters concerning rescission of the Specified Continuous Service Contract pursuant to the provisions of Article 48(1) of the Act (including matters concerning the provisions of Paragraphs (2) to (7) of the same article);
 - (h) matters concerning rescission of the Specified Continuous Service Contract pursuant to the provisions of Article 49(3) of the Act (including matters concerning the provisions of Paragraphs 2, 5, and 6 of the same article);
 - (i) when the rights are sold through sales on the affiliated loan prescribed in Article 2(2) of the Installment Sales Act or third party sales credit prescribed in Paragraph 3 of the same article, a statement that the purchaser of the right to receive offer of Specified Continuous Services may set up against the loan provider or the third party credit provider any defense which has arisen against the seller affiliated with the loan provider or the seller related to the third party sales credit pursuant to the provision of Article 29-4(2) of the same Act (including the cases where it is applied *mutatis mutandis* pursuant to Paragraph 3 of the same article) or Article 30-4 of the same Act (including the cases where it is applied *mutatis mutandis* pursuant to Article 30-5(1) of the same Act);
 - (j) where there are special provisions, the details of such provisions.
- (2) The document referred to in the preceding paragraph shall indicate that its contents should be read and understood sufficiently in red letters within a red frame.
- (3) The document referred to in Paragraph 1 shall use letters and numbers with a font size of 8 points or larger as provided for in the Japanese Industrial Standards Z 8305.

Article 33

Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 42(2)(i) of the Act shall be as follows:

- (i) the type of services;
 - (ii) the style or method of offering the services;
 - (iii) total of the number of hours, the number of times, or other quantity of offering the services; and
 - (iv) where there are special provisions concerning the qualification, ability, etc. of the person conducting the treatment, the lecturer, or any other person directly offering the services, the details of such provisions.
- (2) Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 42(2)(vii) of the Act shall be as follows:
- (i) the name, address, and telephone number of the Service Provider, and where

- the Service Provider is a juridical person, the name of its representative;
- (ii) the name of the person who took charge of conclusion of the Specified Continuous Service Contract;
 - (iii) the date of conclusion of the Specified Continuous Service Contract;
 - (iv) if there are goods that need to be purchased by the service recipient upon offering of said services, the type and quantity of such goods;
 - (v) when the services are offered through sales on the affiliated loan prescribed in Article 2(2) of the Installment Sales Act or third party sales credit prescribed in Paragraph 3 of the same article, a statement that the service recipient may set up against the loan provider or the third party credit provider any defense which has arisen against the seller affiliated with the loan provider or the service provider related to the third party sales credit pursuant to the provision of Article 29-4(2) of the same Act (including the cases where it is applied *mutatis mutandis* pursuant to Paragraph 3 of the same article) or Article 30-4 of the same Act (including the cases where it is applied *mutatis mutandis* pursuant to Article 30-5(1) of the same Act);
 - (vi) when conducting a prepaid transaction pertaining to Specified Continuous Service Offers, a statement of whether or not a preservative measure is taken for the advance received, and if a preservative measure is taken, the details of the measure;
 - (vii) if there are goods that need to be purchased by the service recipient upon offering of said services, the name, address, and telephone number of the person selling said goods, and where such person is a juridical person, the name of its representative; and
 - (viii) where there are special provisions, the details of such provisions.

Article 34

Matters listed in Items 2, 5, and 6 of Article 42(2) of the Act to be described in the document to be delivered pursuant to the provision of the same paragraph (hereinafter referred to as the "Contract Document" in this article) shall respectively contain the details listed in the lower column of the following table according to the classification listed in the upper column of the same table.

(1) The consideration for the services and any other amount of money that must be paid by the service recipient	A detailed statement and the total amount of any enrollment fee, entrance fee, lesson fee, or other consideration for the services, facility maintenance fee, examination fee for an entrance test, the price of any goods that need to be purchased by the service recipient upon offering of said services, and any other expense items
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<p>(2) Matters concerning rescission of a Specified Continuous Service Contract pursuant to the provision of Article 48(1) of the Act (including matters concerning the provisions of Paragraphs 2 to 7 of the same article)</p>	<p>(a) Statement that the purchaser of the rights to receive offer of the Specified Continuous Services may rescind the Specified Continuous Service Contract in writing for a period until eight days have passed from the date on which he/she received the Contract Document</p> <p>(b) Statement that, notwithstanding the matter stated in (a), if the person who receives offer of Specified Continuous Services had not rescinded the Specified Continuous Service Contract pursuant to the provision of Article 48(1) of the Act due to being misled by the Service Provider's act of misrepresenting information concerning rescission of the Specified Continuous Service Contract pursuant to the provision of Article 48 (1) of the Act, in violation of the provision of Article 44 (1) of the Act, or due to being disturbed by the Service Provider's act of intimidating the person who receives offer of Specified Continuous Services in violation of the provision of Article 44(3) of the Act, the person who receives offer of Specified Continuous Services may rescind the Specified Continuous Service Contract in writing for a period until eight days have passed from the date on which the person who receives offer of Specified Continuous Services received the document referred to in Article 48(1) of the Act, which has been issued by the Service Provider</p> <p>(c) Statement that the rescission of the contract referred to in (a) or (b) shall take effect when the person who receives offer of Specified Continuous Services issues the document pertaining to the rescission of said contract</p> <p>(d) Statement that, when there has been rescission of the contract referred to in (a) or (b), the Service Provider may not claim damages or demand payment of a penalty pertaining to the rescission of the contract from the person who receives offer of Specified Continuous Services</p> <p>(e) Statement that, where there has been rescission of the contract referred to in (a) or (b), the Service</p>
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Provider may not claim payment of the consideration for the services pertaining to the Specified Continuous Service Contract or any other money from the person who receives offer of Specified Continuous Services even if services have already been offered based on the Specified Continuous Service Contract

(f) Statement that, where there has been rescission of the contract referred to in (a) or (b), if the Service Provider has already received any money in association with said Specified Continuous Service Contract, it shall promptly return the full amount to the person who receives offer of Specified Continuous Services

(g) Statement that, where there has been rescission of the contract referred to in (a) or (b), if the Service Provider sells, acts as an agent for sale, or mediates the sale of the Related Goods, the person who receives offer of Specified Continuous Services may also rescind the Sales Contract on Related Goods

(h) Where the request for the rescission referred to in (g) is to be made with a person other than the Service Provider, a statement to the effect and the person with which such request should be made

(i) Statement that the rescission of the contract referred to in (g) shall take effect when the document pertaining to rescission of said document is issued

(j) Statement that, where there has been rescission of the contract referred to in (g), the person who sold the Related Goods may not claim damages or demand payment of a penalty pertaining to the rescission of the contract from the person who receives offer of Specified Continuous Services

(k) Statement that, where there has been rescission of the contract referred to in (g), the person who sold the Related Goods shall bear the costs required for taking back any Goods already delivered under the Sales Contract on Related Goods

(l) Statement that, where there has been rescission of the contract referred to in (g), if the person who sold the Related Goods has already received any money in association with said Sales Contract on Related Goods,

	it shall promptly return the full amount to the person who receives offer of Specified Continuous Services
<p>(3) Matters concerning rescission of a Specified Continuous Service Contract pursuant to the provision of Article 49(1) of the Act (including matters concerning the provisions of Paragraphs 2, 5, and 6 of the same article)</p>	<p>(a) Statement that, where eight days have passed from the date on which the person who receives offer of Specified Continuous Services received the Contract Document, he/she may terminate the Specified Continuous Service Contract</p> <p>(b) Statement that, where there has been rescission of the contract referred to in (a), the Service Provider may not demand that the person who receives offer of Specified Continuous Services pays an amount of money that exceeds the total of the consideration for the services offered, the amount of damages normally caused by such rescission or the amount of costs normally required for concluding and performing a contract, and the amount of the relevant delay damages, as well as the method of settling the consideration for the services offered</p> <p>(c) Statement that, where there has been rescission of the contract referred to in (a), if the Service Provider sells, acts as an agent for sale, or mediates the sale of the Related Goods, the person who receives offer of Specified Continuous Services may also rescind the Sales Contract on Related Goods</p> <p>(d) Where the request for the rescission referred to in (c) is to be made with a person other than the Service Provider, a statement to the effect and the person with which such request should be made</p> <p>(e) Statement that, where there has been rescission of the contract referred to in (c), the person who sold the Related Goods may not demand that the person who receives offer of Specified Continuous Services 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, such amount shall apply), the amount equivalent to the selling price</p>

	<p>of the Related Goods or the amount of costs normally required for concluding and performing a contract, and the amount of the relevant delay damages</p> <p>(f) Where there are any special provisions on rescission of a Specified Continuous Service Contract or a Sales Contract on Related Goods, the details of such provisions</p>
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(2) If the Service Provider intends to prohibit rescission of the sales contract on the Related Goods pertaining to a Specified Continuous Service Contract when said goods fall under the Related Goods as specified by a Cabinet Order referred to in the proviso to Article 48(2) of the Act and said goods have been used or consumed in whole or in part, the document referred to in the preceding paragraph shall contain the details listed in the following items in addition to the details listed in the lower column of (2) in the table in the same paragraph:

- (i) the name of the goods and other matters for identifying said goods; and
- (ii) the fact that the person who receives offer of Specified Continuous Services may not rescind the contract when he/she has used or consumed in whole or in part said goods (except where the seller has induced the person who receives offer of Specified Continuous Services to use or consume in whole or in part said goods).

(3) Matters listed in the lower column of (2) in the table in Paragraph 1 and the matters listed in the preceding paragraph shall be described in red letters within a red frame.

(4) The Contract Document shall indicate that its contents should be read and understood sufficiently in red letters within a red frame.

(5) The Contract Document shall use letters and numbers with a font size of 8 points or larger as provided for in the Japanese Industrial Standards Z 8305.

Article 35

(1) Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 42(3)(i) of the Act shall be as follows:

- (i) the type of the services that are available through exercise of the rights;
- (ii) the style or method of offering the services that are available through exercise of the rights;
- (iii) total of the number of hours, the number of times, or other quantity of offering the services that are available through exercise of the rights; and
- (iv) where there are special provisions concerning the qualification, ability, etc. of the person conducting the treatment, the lecturer, or any other person directly offering the services with respect to the services that are available through exercise of the rights, the details of such provisions.

(2) Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 42(3)(vii) of the Act shall be as follows:

- (i) the name, address, and telephone number of the seller, and where the seller is a juridical person, the name of its representative;
- (ii) the name of the person who took charge of conclusion of the Specified Continuous Service Contract;
- (iii) the date of conclusion of the Specified Continuous Service Contract;
- (iv) if there are goods that need to be purchased by the purchaser of the rights to receive offer of the Specified Continuous Services upon offering of said services through exercise of the rights, the type and quantity of such goods;
- (v) when the rights are sold through sales on the affiliated loan prescribed in Article 2(2) of the Installment Sales Act or third party sales credit prescribed in Paragraph 3 of the same article, a statement that the purchaser of the rights to receive offer of the Specified Continuous Services may set up against the loan provider or the third party credit provider any defense which has arisen against the seller affiliated with the loan provider or the seller related to the third party sales credit pursuant to the provision of Article 29-4(2) of the same Act (including the cases where it is applied *mutatis mutandis* pursuant to Paragraph 3 of the same article) or Article 30-4 of the same Act (including the cases where it is applied *mutatis mutandis* pursuant to Article 30-5(1) of the same Act);
- (vi) if there are goods that need to be purchased by the purchaser of the rights to receive offer of the Specified Continuous Services upon offering of said services, the name, address, and telephone number of the person selling said goods, and where such person is a juridical person, the name of its representative; and
- (vii) where there are special provisions, the details of such provisions.

Article 36

(1) Matters listed in Items 2, 5, and 6 of Article 42(3) of the Act to be described in the document to be delivered pursuant to the provision of the same paragraph (hereinafter referred to as the "Contract Document" in this article) shall respectively contain the details listed in the lower column of the following table according to the classification listed in the upper column of the same table.

(1) The selling price of the rights and any other amount of money that must be paid by the purchaser of the rights to receive offer of the Specified Continuous	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 offer of the Specified Continuous Services upon offering of said services through exercise of the rights, and any other expense items
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Services	
<p>(2) Matters concerning rescission of a Specified Continuous Service Contract pursuant to the provision of Article 48(1) of the Act (including matters concerning the provisions of Paragraphs 2 to 7 of the same article)</p>	<p>(a) Statement that the purchaser of the rights to receive offer of the Specified Continuous Services may rescind the Specified Continuous Service Contract in writing for a period until eight days have passed from the date on which he/she received the Contract Document</p> <p>(b) Statement that, notwithstanding the matter stated in (a), if the purchaser of the rights to receive offer of the Specified Continuous Services had not rescinded the Specified Continuous Service Contract pursuant to the provision of Article 48(1) of the Act due to being misled by the seller's act of misrepresenting information concerning rescission of the Specified Continuous Service Contract pursuant to the provision of Article 48(1) of the Act, in violation of the provision of Article 44(1) of the Act, or due to being disturbed by the seller's act of intimidating the purchaser of the rights to receive offer of the Specified Continuous Services in violation of the provision of Article 44(3) of the Act, the purchaser of the rights to receive offer of the Specified Continuous Services may rescind the Specified Continuous Service Contract in writing for a period until eight days have passed from the date on which the purchaser of the rights to receive offer of the Specified Continuous Services received the document referred to in Article 48(1) of the Act, which has been issued by the seller</p> <p>(c) Statement that the rescission of the contract referred to in (a) or (b) shall take effect when the purchaser of the rights to receive offer of the Specified Continuous Services issues the document pertaining to the rescission of said contract</p> <p>(d) Statement that, where there has been rescission of the contract referred to in (a) or (b), the seller may not claim damages or demand payment of a penalty pertaining to the rescission of the contract from the purchaser of the rights to receive offer of the</p>

Specified Continuous Services

(e) Statement that, when there has been rescission of the contract referred to in (a) or (b), the seller shall bear the costs required for returning any rights already transferred under the Specified Continuous Service Contract

(f) Statement that, where there has been rescission 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 offer of the Specified Continuous Services even if services have already been offered through exercising the rights

(g) Statement that, where there has been rescission of the contract referred to in (a) or (b), if the seller has already received any money in association with said Specified Continuous Service Contract, it shall promptly return the full amount to the purchaser of the rights to receive offer of the Specified Continuous Services

(h) Statement that, where there has been rescission of the contract referred to in (a) or (b), if the seller sells, acts as an agent for sale, or mediates the sale of the Related Goods, the purchaser of the rights to receive offer of the Specified Continuous Services may also rescind the Sales Contract on Related Goods

(i) Where the request for the rescission referred to in (h) is to be made with a person other than the seller, a statement to the effect and the person with which such request should be made

(j) Statement that the rescission of the contract referred to in (h) shall take effect when the document pertaining to rescission of said document is issued

(k) Statement that, where there has been rescission of the contract referred to in (h), the person who sold the Related Goods may not claim damages or demand payment of a penalty pertaining to the rescission of the contract from the purchaser of the rights to receive offer of the Specified Continuous Services

(l) Statement that, when there has been rescission of

	<p>the contract referred to in (h), the person who sold the Related Goods shall bear the costs required for taking back any Goods already delivered under the Sales Contract on Related Goods</p> <p>(m) Statement that, where there has been rescission of the contract referred to in (h), if the person who sold the Related Goods has already received any money in association with said Sales Contract on Related Goods, it shall promptly return the full amount to the purchaser of the rights to receive offer of the Specified Continuous Services</p>
<p>(3) Matters concerning rescission of a Specified Right Sales Contract pursuant to the provision of Article 49(3) of the Act (including matters concerning the provisions of Paragraphs 4 to 6 of the same article)</p>	<p>(a) Statement that, where eight days have passed from the date on which the purchaser of the rights to receive offer of the Specified Continuous Services received the Contract Document, he/she may rescind the Specified Right Sales Contract</p> <p>(b) Statement that, where there has been rescission of the contract referred to in (a), the seller may not demand that the purchaser of the rights to receive offer of the Specified Continuous Services 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, such amount shall apply), the amount equivalent to the selling price of the rights, the amount of costs normally required for concluding and performing a contract, and the amount of the relevant delay damages</p> <p>(c) Statement that, where there has been rescission of the contract referred to in (a), if the seller sells, acts as an agent for sale, or mediates the sale of the Related Goods, the purchaser of the rights to receive offer of the Specified Continuous Services may also rescind the Sales Contract on Related Goods</p> <p>(d) Where the request for the rescission referred to in</p>

	<p>(c) is to be made with a person other than the seller, a statement to the effect and the person with which such request should be made</p> <p>(e) Statement that, where there has been rescission 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 offer of the Specified Continuous Services 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, such amount shall apply), the amount equivalent to the selling price of the Related Goods or the amount of costs normally required for concluding and performing a contract, and the amount of the relevant delay damages</p> <p>(f) Where there are any special provisions on rescission of a Specified Right Sales Contract or a Sales Contract on Related Goods, the details of such provisions</p>
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(2) If the seller intends to prohibit rescission of the sales contract on the Related Goods pertaining to a Specified Right Sales Contract when said goods fall under the Related Goods as specified by a Cabinet Order referred to in the proviso to Article 48(2) of the Act and said goods have been used or consumed in whole or in part, the document referred to in the preceding paragraph shall contain the details listed in the following items in addition to the details listed in the lower column of (2) in the table in the same paragraph:

- (i)** the name of the goods and other matters for identifying said goods; and
- (ii)** the fact that the purchaser of the rights to receive offer of the Specified Continuous Services may not rescind the contract when he/she has used or consumed in whole or in part said goods (except where the seller has induced the purchaser of the rights to receive offer of the Specified Continuous Services to use or consume in whole or in part said goods).

(3) Matters listed in the lower column of (2) in the table in Paragraph 1 and the matters listed in the preceding paragraph shall be described in red letters within a red frame.

(4) The Contract Document shall indicate that its contents should be read and

understood sufficiently in red letters within a red frame.

- (5) The Contract Document shall use letters and numbers with a font size of 8 points or larger as provided for in the Japanese Industrial Standards Z 8305.

Article 37 (Prohibition of misleading advertising, etc.)

Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 43 of the Act shall be as follows:

- (i) the type or details of the services or the rights;
- (ii) the effects or the purpose of the services;
- (iii) involvement of the State, a local government, any famous juridical person or other organization, or a famous individual in the services or the rights, the Service Provider or the seller, or the business operated by the Service Provider or the seller;
- (iv) the consideration for the services or the selling price of the rights;
- (v) the time and method of payment of the consideration for the services or the charge for the rights;
- (vi) the time of offering the services; and
- (vii) the name, address, and telephone number of the Service Provider or the seller;
- (viii) where there is money to be borne by the Specified Continuous Service Recipient, etc. other than the money specified in Item 4, the name and amount of such money.

Article 37-2 (Important matters in Specified Continuous Service Offers)

Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 44(1)(ii) of the Act shall be the matters listed in the following items:

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

Article 38 (Keeping documents)

- (1) The documents describing the state of business and property prescribed in Article 45(1) of the Act shall be the balance sheet, the profit and loss statement, and the business report (in the case of a person who is not a corporation, equivalent documents).
- (2) Said documents shall be produced for each business year within three months from the end of the business year, and kept without delay at an office where the business pertaining to the Contract on Specified Continuous Service Offers, etc. is conducted.

- (3) The kept documents shall be retained for a period until the date on which three years have passed from the date of starting to keep the documents.

Article 39 (Prohibited acts in Specified Continuous Service Offers)

Acts specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 46(iii) of the Act shall be the acts listed in the following items:

- (i) an act of soliciting a Contract on Specified Continuous Service Offers, etc. in a way that makes the person feel annoyed or an act of preventing a person from rescinding a Contract on Specified Continuous Service Offers, etc. in a way that makes the person feel annoyed;
- (ii) an act of taking advantage of the impaired judgment of an elderly or other person and having such person conclude a Contract on Specified Continuous Service Offers, etc.;
- (iii) an act of conducting solicitation that is found to be inappropriate in light of the state of the customer's knowledge, experience, and assets;
- (iv) an act of having a person describe false information on his/her age, occupation, or other matters in the document pertaining to the contract, when concluding a Contract on Specified Continuous Service Offers, etc.;
- (v) an act, conducted in order to prevent rescission of a contract on sale of Related Goods specified by a Cabinet Order referred to in the proviso to Article 48(2) of the Act, of having the Specified Continuous Service Recipient, etc. use or consume in whole or in part said goods when concluding the contract on sale of the goods; and
- (vi) an act of refusing to perform or unjustly delaying performance of the obligations under the Sales Contract on Related Goods or the obligations that occur through rescission of such contract in whole or in part (where the Service Provider or the seller acts as an agent for sale or mediates the sale of the Related Goods, and act of inciting refusal of performance or unjust delay of performance of the obligations under the Sales Contract on Related Goods or the obligations that occur through rescission of such contract in whole or in part).

Article 39-2 (Delivery of document after obstructing rescission of Contract on Specified Continuous Service Offers, etc.)

- (1) The document to be delivered pursuant to the provision of Article 48(1) shall contain the following matters:
- (i) details of the Contract on Specified Continuous Service Offers, etc. and the name of the Related Goods;
 - (ii) the consideration for the services or the selling price of the rights, and any other money that must be paid by the Specified Continuous Service Recipient, etc.;

- (iii) a statement that the counterparty may rescind the Contract on Specified Continuous Service Offers, etc. in writing for a period until eight days have passed from the date on which he/she receives said document pursuant to the provision of Article 48(1) of the Act;
 - (iv) matters concerning the provisions of Article 48(2) to (7) of the Act;
 - (v) the name, address, and telephone number of the Service Provider or the seller, and where the Service Provider or the seller is a juridical person, the name of its representative;
 - (vi) the name of the person who took charge of the application for or conclusion of the Contract on Specified Continuous Service Offers, etc.;
 - (vii) the date of conclusion of the Contract on Specified Continuous Service Offers, etc.; and
 - (viii) if there are Related Goods, the name, address, and telephone number of the person selling the Related Goods, and where such person is a juridical person, the name of its representative.
- (2) The document shall use letters and numbers with a font size of 8 points or larger as provided for in the Japanese Industrial Standards Z 8305.
- (3) When describing the matters in the document, the details listed in Item 3 and Item 4 of Paragraph 1 shall be described in red letters within a red frame.
- (4) The document delivered pursuant to the preceding three paragraphs shall be in accordance with Form 3.
- (5) When a Service Provider or a seller delivers the document referred to in Article 48(1) of the Act to the Specified Continuous Service Recipient, etc., it shall immediately tell the Specified Continuous Service Recipient, etc. the details listed in Items 3 and Item 4 of Paragraph 1 after confirming that the Specified Continuous Service Recipient, etc. is looking at said document.

Chapter 4 Business Opportunity Related Sales Transactions

Article 39-3 (Important matters in Business Opportunity Related Sales Transactions)

Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 52(1)(i) of the Act shall be the matters listed in the following items:

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

Article 39-4 (Place specified by Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 52(3) of the Act)

A place specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 52(3) of the Act shall be the places listed in the following items:

- (i) a business office;
- (ii) an agency;
- (iii) a street stall, a food stall, or any other similar stall;
- (iv) in addition to those listed in the preceding three items, a place similar to a store where the Goods are displayed and sold for a specific period.

Article 40 (Advertisements of Business Opportunity Related Sales Transactions)

(1) Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 53(1)(iv) of the Act shall be as follows:

- (i) the name, address, and telephone number of the advertising person conducting Business Opportunity Related Sales;
- (ii) where the person conducting Business Opportunity Related Sales is a juridical person and it advertises by a method using an electronic data processing system (which means an electronic data processing system connecting a computer used by the person conducting Business Opportunity Related Sales and a computer used by the customer by an electric telecommunication line), the name of the representative of the Person conducting Business Opportunity Related Sales or the person responsible for the affairs concerning Business Opportunity Related Sales Transactions;
- (iii) the name of the Goods;
- (iv) when advertising by electromagnetic means, the e-mail address of the person conducting Business Opportunity Related Sales;
- (v) except in cases falling under the following (a) or (b), when advertising by electromagnetic means without a request or consent of the advertising target, statement to the effect:
 - (a) when advertisement is made by placing the advertisement in part of the electromagnetic record that is sent by electromagnetic means upon request or with consent of the advertising target; or
 - (b) where a person provides services pertaining to use of electromagnetic means to a user on a condition that an advertisement will be placed in part of the electromagnetic record that is to be sent by electromagnetic means, when advertisement is made upon offer of said services.

(2) With regard to the matters listed in Item 5 of the preceding paragraph, a person conducting Business Opportunity Related Sales shall indicate “未承諾広告” (mish daku k kou*) at the very beginning of the title part of the electromagnetic record used for the advertisement, encoding the characters with the same character set as that used for the main text. However, when the

indication in the title part of the electromagnetic record is further encoded by another encoding method to the extent necessary for transmission of said electromagnetic record, the character set before the further encoding shall be the same as the character set used for the main text.

Article 41

- (1) When advertising Business Opportunity Related Sales Transactions pursuant to the provision of Article 53(1) of the Act, the amount required for purchasing Goods (which means the Goods referred to in Article 51(1) of the Act; hereinafter the same shall apply in this chapter except in the following article) or for paying the consideration for services or the amount of transaction fee (where customer is required to purchase Goods or pay the consideration for services as well as provide a transaction fee, the total of the amount required for purchasing Goods or for paying the consideration for services and the amount of transaction fee) shall be clearly indicated, with respect to the matter referred to in Item 2 of the same paragraph.
- (2) When advertising Business Opportunity Related Sales Transactions pursuant to the provision of Article 53(1), the matter referred to in Item 3 of the same paragraph shall be indicated in accordance with the following:
 - (i) details of the business made available or mediated shall be indicated;
 - (ii) important matters concerning the conditions for making available or mediating the business shall be indicated according to the style of making available or mediating the business, such as the number of times the business is made available or mediated during a specific period or the conditions on the reward for the business;
 - (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 shall be indicated, such as indicating numerical data showing that people who actually receive the same level of Business Opportunity Profit as such indicator constitute a large proportion of persons engaged in Business Opportunity Related Sales Transactions pertaining to said Business Opportunity Related Sales.

Article 41-2 (Exclusion from application)

When advertising in response to a request by the advertising target or in other cases specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 53(2) of the Act shall be any of the following cases:

- (i) where the person conducting Business Opportunity Related Sales advertises by entrusting it to another person, when the entrusted person falls under both of the following items with respect to the entrusted business:

- (a) the person directly receives a request from the advertising target, and makes advertisement by an electromagnetic means based on such request; and
- (b) the person indicates, in an easy to understand manner, a method for the advertising target that requested the offer of advertisements by an electromagnetic means to manifest his/her intention of wishing to stop receiving advertisements by an electromagnetic means, and stops offering advertisements by an electromagnetic means upon receiving such manifestation of intention;
- (ii) where a person provides services pertaining to use of electromagnetic means to a user on a condition that an advertisement will be placed in part of the electromagnetic record that is to be sent by electromagnetic means, when the person conducting Business Opportunity Related Sales makes advertisement upon offer of said services.

Article 41-3 (Indication of the contact method)

When advertising by electromagnetic means without a request or consent of the advertising target and indicating a method for the advertising target to manifest his/her intention of not wishing to receive advertisements by an electromagnetic means pursuant to the provision of Article 53(2) of the Act, the person conducting Business Opportunity Related Sales shall indicate the following matters at the very beginning of the main text of the electromagnetic record to be used for such advertisement, following the indication " 事業者 " (business operator), as well as clarify that offer of advertisements by electromagnetic means from the person conducting Business Opportunity Related Sales will stop if the advertising target notifies the fact that he/she does not wish to receive offer of such advertisements along with his/her e-mail address:

- (i) name of the person conducting Business Opportunity Related Sales; and
- (ii) e-mail address to which the advertising target may send a notification of the fact that he/she does not wish to receive offer of advertisements by electromagnetic means.

Article 42 (Prohibition of misleading advertising, etc.)

Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 54 of the Act shall be as follows:

- (i) matters concerning the specified burden involved in said Business Opportunity Related Sales Transactions;
- (ii) matters concerning the Business Opportunity Profit pertaining to said Business Opportunity Related Sales and any other conditions for making the business available;
- (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 effects of the services pertaining to the rights;

- (iv) the place of origin or place of production, the trademark, or the name of manufacturer of the Goods;
- (v) involvement of the State, a local government, any famous juridical person or other organization, or a famous individual in the Goods, the rights, or the services, the person conducting Business Opportunity Related Sales, or the business operated by the person conducting Business Opportunity Related Sales; and
- (vi) matters concerning rescission of a contract on Business Opportunity Related Sales Transactions pertaining to the Business Opportunity Related Sales (including matters prescribed in Article 58(1) to (3) of the Act).

Article 43 (Delivery of document in Business Opportunity Related Sales Transactions)

A document to be delivered to a person who intends to bear the specified burden involved in Business Opportunity Related Sales Transactions pursuant to the provision of Article 55(1) of the Act shall clearly indicate the following matters pertaining to the Business Opportunity Related Sales:

- (i) the name, address, and telephone number of the person conducting Business Opportunity Related Sales, and where such person is a juridical person, the name of its representative;
- (ii) important matters concerning the type, performance, or quality of the Goods (excluding rights to use a facility or to receive offer of services) or important matters concerning the type or details of the rights or the services;
- (iii) the name of the Goods;
- (iv) important matters concerning the conditions for making available or mediating the business using the Goods or the services offered;
- (v) matters concerning the specified burden involved in said Business Opportunity Related Sales Transactions;
- (vi) requirements for rescinding a contract and other important matters concerning contracts pertaining to said Business Opportunity Related Sales; and
- (vii) when the Goods are sold or the services are offered through sales on the affiliated loan prescribed in Article 2(2) of the Installment Sales Act or third party sales credit prescribed in Paragraph 3 of the same article, a statement that the purchaser of the Goods or the service recipient may set up against the loan provider or the third party credit provider any defense which has arisen against the seller affiliated with the loan provider, the seller related to the third party sales credit, or the service provider related to the third party sales credit pursuant to the provision of Article 29-4(2) of the same Act (including the cases

where it is applied *mutatis mutandis* pursuant to Paragraph 3 of the same article) or Article 30-4 of the same Act (including the cases where it is applied *mutatis mutandis* pursuant to Article 30-5(1) of the same Act).

- (2) The document referred to in the preceding paragraph shall indicate that its contents should be read and understood sufficiently in red letters within a red frame.
- (3) The document referred to in Paragraph 1 shall use letters and numbers with a font size of 8 points or larger as provided for in the Japanese Industrial Standards Z 8305.

Article 44

Matters specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 55(2)(v) of the Act shall be as follows:

- (i) the name, address, and telephone number of the person conducting Business Opportunity Related Sales, and where such person is a juridical person, the name of its representative;
- (ii) the name of the person who took charge of conclusion of the contract concerning Business Opportunity Related Sales Transactions pertaining to such Business Opportunity Related Sales;
- (iii) the date of contract;
- (iv) the name of the Goods and the trademark or the name of the manufacturer of the Goods;
- (v) where there are provisions on obligations other than the specified burden, the details of such provisions; and
- (vi) when the Goods are sold or the services are offered through sales on the affiliated loan prescribed in Article 2(2) of the Installment Sales Act or third party sales credit prescribed in Paragraph 3 of the same article, a statement that the purchaser of the Goods or the service recipient may set up against the loan provider or the third party credit provider any defense which has arisen against the seller affiliated with the loan provider, the seller related to the third party sales credit, or the service provider related to the third party sales credit pursuant to the provision of Article 29-4(2) of the same Act (including the cases where it is applied *mutatis mutandis* pursuant to Paragraph 3 of the same article) or Article 30-4 of the same Act (including the cases where it is applied *mutatis mutandis* pursuant to Article 30-5(1) of the same Act).

Article 45

The document delivered by the person conducting Business Opportunity Related Sales to the counterparty of the contract pursuant to the provision of Article 55(2) of the Act (hereinafter referred to as the "Document" in this article) shall respectively

satisfy the requirements set forth in the lower column of the following table with regard to the matters listed in the upper column of the same table.

Matters	Requirements
(1) Matters concerning the liability in the case the Goods (excluding rights to use a facility or to receive offer of services) have a hidden defect	None of the provisions shall exempt the seller from liability for the defect in the case the Goods (excluding rights to use a facility or to receive offer of services) have a hidden defect.
(2) Matters concerning rescission of the contract	<p>(a) None of the provisions shall prohibit the counterparty of Business Opportunity Related Sales Transactions from rescinding the contract.</p> <p>(b) None of the provisions shall be more disadvantageous for the counterparty of Business Opportunity Related Sales Transactions than those prescribed in the Civil Code with regard to the obligations of the person conducting Business Opportunity Related Sales in the case the contract is rescinded due to a cause imputable to the person conducting Business Opportunity Related Sales.</p>
(3) Matters concerning other special provisions	No special provisions shall be prescribed in violation of laws and regulations.

(2) The Document shall respectively contain the details listed in the lower column of the following table with regard to the matters listed in the upper column of the same table.

Matters	Details
(1) Matters concerning the conditions for making available or mediating the business using the Goods or the services offered	<p>(a) Details of the business to be made available or mediated</p> <p>(b) The number of times or the number of hours the business is made available or mediated per week, per month, or during any other specific period, or any other quantity of the business to be made available or mediated</p>

	<p>(c) Where the unit rate of the reward for the business per session or per hour, or any other unit rate of the reward has been specified, such unit rate</p> <p>(d) The methods of calculating the details specified in (b) and (c) or any other Business Opportunity Profit</p> <p>(e) In addition to the details listed in (d), when there is a case where the Business Opportunity Profit is not paid in whole or in part, the conditions for such a case shall be indicated</p> <p>(f) In addition to the details listed in (d) and (e), the time and method of payment of the Business Opportunity Profit and any other conditions of payment of the Business Opportunity Profit</p>
<p>(2) Matters concerning the specified burden involved in said Business Opportunity Related Sales Transactions</p>	<p>(a) With regard to purchase of the Goods (excluding rights to use a facility or to receive offer of services), the supplier, the quantity, and the purchase amount of the Goods, the time and method of payment of the amount, and the time and method of delivery of the Goods</p> <p>(b) With regard to purchase of the rights, the supplier and the purchase amount of the rights, the time and method of payment of the amount, and the time and method of transfer of the rights</p> <p>(c) With regard to payment of the consideration for the services, the recipient and the amount of payment, the time and method of payment, and the time and method of offering the services</p> <p>(d) With regard to provision of a transaction fee, the recipient, the amount, and the nature of the fee, and the time and method of providing the fee</p> <p>(e) Where part of the transaction fee is to be reimbursed, the conditions of the reimbursement</p>
<p>(3) Matters concerning rescission of the contract (including matters concerning the provisions of Article 58</p>	<p>(a) Statement that the counterparty of the Business Opportunity Related Sales Transactions may rescind the contract in writing for a period until 20 days have passed from the date on which he/she received the document referred to in Article 55(2) of</p>

(1) to (3) of the Act)

the Act

(b) Statement that, notwithstanding the matter stated in (a), if the counterparty of the Business Opportunity Related Sales Transactions had not rescinded the contract due to being misled by the act of the person conducting Business Opportunity Related Sales of misrepresenting information concerning rescission of the Business Opportunity Related Sales Contract in violation of the provision of Article 52(1) of the Act, or due to being disturbed by the act of the person conducting Business Opportunity Related Sales of intimidating the counterparty of the Business Opportunity Related Sales Transactions in violation of the provision of Article 52(2) of the Act, the counterparty of the Business Opportunity Related Sales Transactions may rescind the contract in writing for a period until 20 days have passed from the date on which the counterparty of the Business Opportunity Related Sales Transactions received the document referred to in Article 58(1) of the Act, which has been issued by the person conducting Business Opportunity Related Sales

(c) Statement that, when there has been rescission of the contract referred to in (a) or (b), the person conducting Business Opportunity Related Sales may not claim damages or demand payment of a penalty pertaining to the rescission of the contract from the counterparty of the Business Opportunity Related Sales Transactions

(d) Statement that the rescission of the contract referred to in (a) or (b) shall take effect when the counterparty of the Business Opportunity Related Sales Transactions issues the document stating the intention to rescind the contract

(e) Statement that, when there has been rescission of the contract referred to in (a) or (b), the person conducting Business Opportunity Related Sales shall bear the costs required for taking back any Goods (excluding rights to use a facility or to

	<p>receive offer of services) already delivered under the contract</p> <p>(f) Statement that, where there has been rescission of the contract referred to in (a) or (b), if the charge for the Goods or the consideration for the services pertaining to the contract has already been paid, or if a transaction fee has already been provided, the person conducting Business Opportunity Related Sales shall promptly return the full amount to the counterparty of the Business Opportunity Related Sales Transactions</p>
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- (3) The Document shall indicate that its contents should be read and understood sufficiently in red letters within a red frame.
- (4) The Document shall use letters and numbers with a font size of 8 points or larger as provided for in the Japanese Industrial Standards Z 8305.
- (5) When describing the matters in the Document, the details listed in the lower column of (3) in the table in Paragraph 2 shall be described in red letters within a red frame.

Article 46 (Prohibited acts in Business Opportunity Related Sales Transactions)

Acts specified by an Ordinance of the Ministry of Economy, Trade and Industry referred to in Article 56(iv) of the Act shall be the acts listed in the following items:

- (i) an act of preventing a person from rescinding a contract concerning Business Opportunity Related Sales Transactions pertaining to the Business Opportunity Related Sales (limited to a contract with an individual who conducts business made available or mediated in relation to such Business Opportunity Related Sales at a place other than a business establishment or other similar facility; hereinafter the same shall apply in this article) in a way that makes the person feel annoyed;
- (ii) an act of taking advantage of the impaired judgment of a minor or other person and having such person conclude a contract concerning Business Opportunity Related Sales Transactions pertaining to the Business Opportunity Related Sales;
- (iii) an act of conducting solicitation that is found to be inappropriate in light of the state of the knowledge, experience, and assets of the counterparty of Business Opportunity Related Sales Transactions; and
- (iv) an act of having the counterparty describe false information on his/her age, occupation, or other matters in the document pertaining to the contract, when concluding a contract concerning Business Opportunity Related Sales

Transactions pertaining to the Business Opportunity Related Sales.

Article 46-2 (Delivery of document in Business Opportunity Related Sales Transactions)

(1) The document referred to in Article 58(1) of the Act shall contain the following matters:

- (i) details of the contract concerning Business Opportunity Related Sales Transactions;
 - (ii) a statement that the counterparty may rescind the contract concerning Business Opportunity Related Sales Transactions in writing for a period until 20 days have passed from the date on which he/she receives said document pursuant to the provision of Article 58(1) of the Act;
 - (iii) matters concerning the provisions of Article 58(2) and (3) of the Act;
 - (iv) the name, address, and telephone number of the person conducting Business Opportunity Related Sales, and where the such person is a juridical person, the name of its representative;
 - (v) the name of the person who took charge of conclusion of the contract concerning Business Opportunity Related Sales Transactions pertaining to the Business Opportunity Related Sales; and
 - (vi) the date of contract.
- (2) The document shall use letters and numbers with a font size of 8 points or larger as provided for in the Japanese Industrial Standards Z 8305.
- (3) When describing the matters in the document, the details listed in Item 2 and Item 3 of Paragraph 1 shall be described in red letters within a red frame.
- (4) The document delivered pursuant to the preceding three paragraphs shall be in accordance with Form 4.
- (5) When a person conducting Business Opportunity Related Sales delivers the document referred to in Article 58(1) of the Act to the counterparty of the Business Opportunity Related Sales Transactions, it shall immediately tell the counterparty of the Business Opportunity Related Sales Transactions the details listed in Items 2 and Item 3 of Paragraph 1 after confirming that the counterparty of the Business Opportunity Related Sales Transactions is looking at said document.

Chapter 5 Miscellaneous Provisions

Article 47 (Procedure of notification to the competent minister)

(1) A person who intends to notify the competent minister pursuant to the provision of Article 60(1) of the Act shall submit a notification form containing the following matters:

- (i) the name and address of the person making the notification;

- (ii) the mode of transactions subject to notification;
 - (iii) gist of the notification; and
 - (iv) any other matter that will be of reference.
- (2) The notification form submitted pursuant to the preceding paragraph shall be in accordance with Form 5

Supplementary Provisions (omitted)

Form 1 (Re: Article 7-2 and Article 23-2)

The document for canceling the cooling off disturbance which is based on the legal ninth provision first section regarding specific trade transaction method

This document informs that the cooling off time limit has not arrived ,because the seller informs faithless thing or intimidates and disturbs.

(1)Receiving this document, until 8 days it elapses from the day when you received the explanation concerning the contents, you can do cooling off.

(2)When sending the document , it causes the effect of cooling off.

(3)At that time, as for the seller it is not possible to claim all compensation for damage or the payment of penalty.

(4)The cost which is required for the pulling taking of the commodity becomes burden of the seller.

(5)When price of the commodity is paid already, the seller must return the payment in full rapidly.

< The transaction which becomes the object of cooling off >

The name of contractor

The day of contract

The contents of contract

The amount of contract

The name of seller

Sign

Address

Telephone Number

The name of the man in charge

Notes:

- (1) In the case of Telemarketing Sales, "Article 9(1)" in the Form shall be replaced with "Article 24(1)."
- (2) In the case of a sales contract on rights, the following matters shall be described as the matters to be described pursuant to Article 7-2(1)(ii) and (iii) (Article 23-2(1)(ii) and (iii) in the case of Telemarketing Sales) of the Regulations for Enforcement of the Act on Specified Commercial Transactions (hereinafter referred to as the "Ministerial Ordinance"):

This document informs that the cooling off time limit has not arrived, because the seller informs faithless thing or intimidates and disturbs.

(1) Receiving this document, until 8 days it elapses from the day when you received the explanation concerning the contents, you can do cooling off.

(2) When sending the document, it causes the effect of cooling off.

(3) At that time, as for the seller it is not possible to claim all compensation for damage or the payment of penalty.

(4) The cost which is required for the return of the right becomes burden of the seller.

(5) Already, making use of the facility, receiving the offer of service, as for the seller it is not possible to claim the price.

(6) You can gratuitously order the seller to devise measure that is necessary for returning.

(7) When price of the right is paid already, the seller must return the payment in full rapidly.

- (3) In the case of a Service Contract, "seller" in the Form shall be replaced with "Service Provider."
- (4) In the case of a Service Contract, the following matters shall be described as the matters to be described pursuant to Article 7-2(1)(ii) and (iii) (Article 23-2(1)(ii) and (iii) in the case of Telemarketing Sales) of the Ministerial Ordinance:

This document informs that the cooling off time limit has not

arrived ,because the seller informs faithless thing or intimidates and disturbs.

(1)Receiving this document, until 8 days it elapses from the day when you received the explanation concerning the contents, you can do cooling off.

(2)When sending the document , it causes the effect of cooling off.

(3)At that time, as for the Service Provider it is not possible to claim all compensation for damage or the payment of penalty.

(4)Already, making use of the facility, receiving the offer of service, as for the seller it is not possible to claim the price.

(5)You can gratuitously order the Service Provider to devise measure that is necessary for returning .

(6)When price of the service is paid already, the Service Provider must return the payment in full rapidly.

Form 2 (Re: Article 31-2)

The document for canceling the cooling off disturbance which is based on the legal forty first provision first section regarding specific trade transaction method

This document informs that the cooling off time limit has not arrived ,because the seller informs faithless thing or intimidates and disturbs.

(1)Receiving this document, until 20 days it elapses from the day when you received the explanation concerning the contents, you can do cooling off.

(2)When sending the document , it causes the effect of cooling off.

(3)At that time, as for the chain seller it is not possible to claim all compensation for damage or the payment of penalty.

(4)The cost which is required for the pulling taking of the commodity becomes burden of the chain seller.

(5)When price of the commodity is paid already, the chain seller must return the payment in full rapidly.

< The transaction which becomes the object of cooling off >

The name of contractor
The day of contract
The contents of contract
The amount of contract

The name of chain seller
Address
Telephone Number

Sign

The name of the generalization person
Address
Telephone Number

Form 3 (Re: Article 39-2)

The document for canceling the cooling off disturbance which
is based on the legal forty eighth provision first section
regarding specific trade transaction method

This document informs that the cooling off time limit has not
arrived ,because the seller informs faithless thing or intimidates
and disturbs.

(1)Receiving this document, until 20 days it elapses from the day
when you received the explanation concerning the contents, you
can do cooling off.

(2)When sending the document , it causes the effect of cooling off.

(3)At that time, as for the Service Provider it is not possible to
claim all compensation for damage or the payment of penalty.

(4)The cost which is required for the pulling taking of the
commodity becomes burden of the Service Provider .

(5)When price of the commodity is paid already, the Service
Provider must return the payment in full rapidly.

(6)In the same way ,concerning the related commodity ,you can do
cooling off .

< The transaction which becomes the object of cooling off >

The name of contractor	
The day of contract	
The contents of contract	
The amount of contract	
The name of Service Provider	Sign
Address	
Telephone Number	
The name of the seller of related commodity	
Address	
Telephone Number	

Notes:

- (1) In the case of a sales contract on rights, "Service Provider" in the Form shall be replaced with "seller."
- (2) In the case of a sales contract on rights, the following matters shall be described as the matters to be described pursuant to Article 39-2(1)(ii) and (iii) of the Ministerial Ordinance:

This document informs that the cooling off time limit has not arrived ,because the seller informs faithless thing or intimidates and disturbs.

- (1)Receiving this document, until 8 days it elapses from the day when you received the explanation concerning the contents, you can do cooling off.
- (2)When sending the document , it causes the effect of cooling off.
- (3)At that time, as for the seller it is not possible to claim all compensation for damage or the payment of penalty.
- (4)Already, receiving the offer of service, as for the seller it is not possible to claim the price.
- (5)When price of the service is paid already, the seller must return the payment in full rapidly.
- (6)In the same way ,concerning the related commodity ,you can do cooling off .

Form 4 (Re: Article 46-2)

The document for canceling the cooling off disturbance which is based on the legal fifty eighth provision first section regarding specific trade transaction method

This document informs that the cooling off time limit has not arrived ,because the seller informs faithless thing or intimidates and disturbs.

(1)Receiving this document, until 20 days it elapses from the day when you received the explanation concerning the contents, you can do cooling off.

(2)When sending the document , it causes the effect of cooling off.

(3)At that time, as for the seller of Transactions of Sales Related to Business Opportunities it is not possible to claim all compensation for damage or the payment of penalty.

(4)The cost which is required for the pulling taking of the commodity becomes burden of the seller of Transactions of Sales Related to Business Opportunities .

(5)When price of the commodity is paid already, the seller of Transactions of Sales Related to Business Opportunities must return the payment in full rapidly.

(6)In the same way ,concerning the related commodity ,you can do cooling off .

< The transaction which becomes the object of cooling off >

The name of contractor

The day of contract

The contents of contract

The amount of contract

The name of seller of

Transactions of Sales Related to Business Opportunities

Sign

Address

Telephone Number

The name of the man in charge

Form 5 (Re: Article 47)

Notification Form	
Date:	
To:	Name:
	Address:
	Telephone:
Sign	
<p>I notify of the following, pursuant to Article 60 of the Act on Specified Commercial Transactions, as having the risk of impairing the fairness of the Specified Commercial Transactions or harming the interests of the purchaser, etc., and ask that an appropriate measure be taken.</p> <p>1. Business operator subject to notification</p> <p>Address:</p> <p>Name:</p> <p>2. Mode of transactions subject to notification</p> <p>3. Gist of the notification</p> <p>4. Any other matter that will be of reference</p>	