

2.2 Hypothetical ClaimSet B: Financing service

(1) Claim interpretation

	USPTO	JPO
1	<p>The term small amount is indefinite and the Examiner ignored this term. The claimed invention covers a method , which makes use of a system to allow a customer to receive an application for a forward exchange contract (i.e. an invitation to apply for a forward exchange contract). The customer completes and transmits an application for a forward exchange contract by submitting a name, credit card number, locked in exchange rate (i.e. current market rate for a particular foreign currency), start and end date of the contract, and the amount of the contract once the application data is transmitted by the customer and received by and processed by the system, the customer may transact a purchase with a member shop (i.e. merchant) using the designated credit card. The member shop then submits charges associated with the purchase transaction to the system after checking the customer's status with the system. The system totals the required settlement of the customer's transactions. If the settlement amount is less than the amount remaining in the customer's contracted amount designated in the forward exchange contract , approval is given for the settlement amount at the contracted for exchange rate. However, if the settlement amount exceeds the contracted for amount, the approval of the settlement amount up to the contract limit is given and the amount in excess over the contracted for amount is charged at the prevailing exchange rate.</p>	<p>The scope of the claim is interpreted in accordance with the language of the descriptions of the claim.</p> <p>Since none of the terms described in the claim are obscure, the claim was literally interpreted.</p> <p>Therefore, the scope of the claimed invention was interpreted as the broadest-possible scope within a reasonable limit when the invention is judged for the statutory subject matter or for its novelty and an inventive step.</p>

2	Same as for claim 1. However, the claim differs from claim 1 in that the method is performed on the Internet and if the settlement amount is less than the amount remaining in the customer's contracted amount designated in the forward exchange contract, the settlement amount is charged at the contracted for exchange rate. However, if the settlement amount exceeds the contracted for amount, the settlement amount is charged up to the contract limit and the amount in excess over the contracted for amount is settled at the prevailing exchange rate.	Same as above.
3	Same as claim 2 and additionally the claim covers tying the amount of the contract to a credit card limit.	Same as above.
4	The Examiner interpreted the claim language as to place an additional limit to the validation step of claim 3. Same as claim 3 wherein the additional limitation is that the credit card is a specific type of card, a gold card.	Same as above.
5	Same as claim 3 wherein additionally the claim covers using the prevailing exchange rate (i.e. exchange rate on the closing date) for a transaction when the credit card owner with a transaction record that exceeds a specified value declares at the time of the transaction that the transaction will not be settled under the terms of the forward exchange contract.	Same as above.
6	The term "certain period in the past" is indefinite. The Examiner interpreted this limitation to include the prevailing rate of the current date of the transaction. Same as claim 3 and in addition, the claim covers for credit card owners with a transaction record that exceeds a specified value applying for the service, sending an applet to the browser of the credit card owner graphically indicating exchange rate fluctuations for a certain period of time in the past. However, if the credit card owner sends a notice that he will not close a forward exchange contract for the transaction, the transaction will be settled at the prevailing exchange rate.	Same as above.

(2) Answers and analysis about statutory subject matter

	USPTO	JPO
1	<p>No:</p> <p>The claim is supported by a specification that describes a computer implemented version of the method. Clearly, the claimed invention is in the technological arts. However, the claimed method does not provide a practical application. The result of the method is that two parties agree to enter into a forward exchange contract where future transactions at a foreign exchange rate specified in the contract are approved if certain conditions are met. Agreement to the terms of the foreign exchange contract merely alerts the customer that future transactions may be settled at the foreign exchange rate specified in the contract. However, the claimed method does not include the step of settling the transactions. As a result, no practical application is recited.</p>	<p>No:</p> <p>The claimed method, which is on forward exchange contracts, does not represent a data process method to be executed on a computer, but merely describes arbitrary procedural steps.</p> <p>According to “Implementing Guidelines for Industrially Applicable Inventions,” these arbitrary procedural steps clearly fall under arbitrary arrangements under “non-statutory inventions.”</p> <p>Therefore, the claimed invention does not constitute statutory subject matter for the reason that it is an arbitrary arrangement and cannot be interpreted as a creation of technical ideas by which a law of nature is utilized.</p>
2	<p>Yes:</p> <p>The claim is supported by a specification that describes a computer implemented version of the method and the recited method explicitly includes carrying out the steps of the method on a computer system. Therefore, the method is within the technological arts. In addition, the claim recites charging a settlement amount at a specified exchange rate thereby associating the exchange rate with a real world value. Therefore, a practical application is recited, namely, settling a transaction at a specified foreign exchange rate.</p>	<p>Yes:</p> <p>The claimed method realizes a series of procedural steps for forward exchange contracts into a process that can be implemented on a computer.</p> <p>Accordingly, the claimed invention can be regarded as an example of “information processing in which hardware resources are used” set forth in the Implementing Guidelines.</p> <p>Therefore, the claimed invention constitutes patentable subject matter for the reason that it is a creation of technical ideas by which a law of nature is utilized.</p>
3	<p>Yes:</p> <p>As this claim ultimately depends from independent claim 2 which is statutory, this claim is also statutory.</p>	<p>Yes:</p> <p>Same as above.</p>
4	<p>Yes:</p> <p>As this claim ultimately depends from independent claim 2 which is statutory, this claim is also statutory.</p>	<p>Yes:</p> <p>Same as above.</p>
5	<p>Yes:</p> <p>As this claim ultimately depends from independent claim 2 which is statutory, this claim is also statutory.</p>	<p>Yes:</p> <p>Same as above.</p>
6	<p>Yes:</p> <p>As this claim ultimately depends from independent claim 2 which is statutory, this claim is also statutory.</p>	<p>Yes:</p> <p>Same as above.</p>

(3) Novelty, Inventive step (Obviousness) case 1

	USPTO	JPO
1	<p>Novelty : No, Inventive step : No Claim 1 would be rejected for lack of novelty as the prior art (claim 1) would disclose all claimed limitations.</p>	<p>Novelty : No, Inventive step : No The claimed invention is not novel in view of Prior Art Document (a) disclosing an art constituted from the claim.</p>
2	<p>Novelty : Yes, Inventive step : No Claim 2 lacks an inventive step. The prior art teaches all the limitations of claim 2 except: the use of a computer system to process forward exchange contracts between a customer and a company offering the contract and settling the transactions at the approved and contracted for exchange rates.</p> <p>With respect to the use of a computer system to process forward exchange contracts between a customer and a company offering the contract, since the prior art discloses at least manually performing the steps of approving a forward exchange contract, this difference represents the mere general automation of steps known to have been previously performed manually. Such automation was well known in the arts, extending offers for services and performing routine determinations of whether one known amount exceeded a known monetary limit. It would have been obvious to one of ordinary skill in the art to modify the teachings of claim 1 to include the use of a computer system to process forward exchange contracts between a customer and a company offering the contract for the well known advantages of automating manual steps, namely, eliminating human error associated with carrying out the steps manually and processing applications for forward exchange contracts more quickly.</p>	<p>Novelty : Yes, Inventive step : No Presupposing that an art corresponding to Claim 1 has been discovered in Prior Art Document (a), the claimed invention is merely “systematization of existing human transactions in an applied field by means of a computer, since the transactions are such that they can be realized by a routine application of usual system analysis and system design technologies.” Accordingly, the invention does not involve an inventive step as it falls within the exercise of ordinary creative ability expected of a person skilled in the art.</p> <p>With respect to settling the transactions at the approved and contracted for exchange rates, once the customer and company approved a forward exchange contract, the parties to the contract have a duty to perform the terms of the contract. Parties to a contract are obligated to each other and may demand performance of what is promised by each party respectively. Therefore, the terms of a forward exchange contract obligate a customer and company to settle certain transactions at a specified foreign exchange rate. Thus it would have been obvious to one of ordinary skill in the art to modify the teachings of claim 1 to include settling the transactions at the approved and contracted for exchange rates since the customer and company have an obligation to fulfill the terms of the forward exchange contract to settle certain transactions at a specified foreign exchange rate.</p>

<p>3</p>	<p>Novelty : Yes, Inventive step : No Claim 3 lacks an inventive step. The prior art teaches all the limitations of claim 3 except : the use of a computer system to process forward exchange contracts between a customer and a company offering the contract, settling the transactions at the approved and contracted for exchange rates, the use of the Internet to apply for and advertise the service, and tying the amount of the contract to a credit card limit.</p> <p>With respect to the use of a computer system to process forward exchange contracts between a customer and a company offering the contract, since the prior art discloses at least manually performing the steps of approving a forward exchange contract, this difference represents the mere general automation of steps known to have been previously performed manually. Such automation was well known in the arts. It would have been obvious to one of ordinary skill in the art to modify the teachings of claim 1 to include the use of a computer system to process forward exchange contracts between a customer and a company offering the contract for the well known advantages of automating manual steps, namely, eliminating human error associated with carrying out the steps manually and processing applications for forward exchange contracts more quickly.</p>	<p>Novelty : Yes, Inventive step : No The claimed invention adds the following features to Claim 3: “invite applications for forward exchange contracts by posting an advertisement on the web server,” and “receive user identification information entered by the users in an application form on the display screen on their user terminal that appears when the users click on the advertisement page on the browser.” “Invite applications for forward exchange contracts by posting an advertisement on the web server,” and “receive user identification information entered by the users in an application form on the display screen on their user terminal that appears when the users click on the advertisement page on the browser” are commonly conducted in the Internet world as technical idea and/or commercial rule, thus the claimed invention does not involve an inventive step.</p>
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With respect to settling certain transactions at the approved and contracted for exchange rates, once the customer and company approved a forward exchange contract, the parties to the contract have a duty to perform the terms of the contract. Parties to a contract are obligated to each other and may demand performance of what is promised by each party respectively. Therefore, the terms of a forward exchange contract obligate a customer and company to settle certain transactions at a specified foreign exchange rate. Thus it would have been obvious to one of ordinary skill in the art to modify the teachings of claim 1 to include settling certain transactions at the approved and contracted for exchange rates since the customer and company have an obligation to fulfill the terms of the forward exchange contract to settle certain transactions at a specified foreign exchange rate.

With respect to the use of the Internet to apply for the service, the use of the Internet for shopping was well known in the art and would have been used as an alternative to a private on line system such as a telephone or fax application. Thus it would have been obvious to one of ordinary skill in the art to modify the teachings of claim 1 to include the use of the Internet to apply for the service in order to entice customers to shop at the Internet site.

With respect to posting an advertisement of the service on a web site.

However, the use of advertising was well known in the arts to attract customers to a service offered by the advertiser. It would have been obvious to one of ordinary skill in the art to modify the teachings of claim 1 to include posting an advertisement of the service on a web site in order to notify and attract potential customers to the service.

With respect to tying the amount of the contract to a credit card limit, using a credit card limit to approve a customer transaction was well known in the art. The purpose of a credit card limit was to determine a customer's ability to pay for a transaction. Thus it would have been obvious to one of ordinary skill in the art to modify the teachings of claim 1 to include tying the amount of the contract to a credit card limit in order to ascertain the customer's ability to pay for the contracted for amount in the application.

<p>4</p>	<p>Novelty : Yes, Inventive step : No Claim 4 lacks an inventive step. The prior art teaches all the limitations of claim 4 except : the use of a computer system to process forward exchange contracts between a customer and a company offering the contract, settling the transactions at the approved and contracted for exchange rates, disclose the use of the Internet to apply for and advertise the service, tying the amount of the contract to a credit card limit, and rejecting the application if the credit card owner is not a gold card owner.</p> <p>With respect to the use of a computer system to process forward exchange contracts between a customer and a company offering the contract, since the prior art discloses at least manually performing the steps of approving a forward exchange contract, this difference represents the mere general automation of steps known to have been previously performed manually. Such automation was well known in the arts. It would have been obvious to one of ordinary skill in the art to modify the teachings of claim 1 to include the use of a computer system to process forward exchange contracts between a customer and a company offering the contract for the well known advantages of automating manual steps, namely, eliminating human error associated with carrying out the steps manually and processing applications for forward exchange contracts more quickly.</p>	<p>Novelty : Yes, Inventive step : No The claimed invention adds a feature to Claim 3 “to check whether the applicant for a forward exchange contract is a gold card owner in order to limit the use of the method solely to gold card owners”.</p> <p>Considering that the method to give an additional benefit to gold card owners was already known as described in Document (b) and that the procedural step to check whether to authorize a specific operation is a customary method in information processing services, the claimed invention does not involve an inventive step.</p>
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With respect to settling certain transactions at the approved and contracted for exchange rates, once the customer and company approved a forward exchange contract, the parties to the contract have a duty to perform the terms of the contract. Parties to a contract are obligated to each other and may demand performance of what is promised by each party respectively. Therefore, the terms of a forward exchange contract obligate a customer and company to settle certain transactions at a specified foreign exchange rate. Thus it would have been obvious to one of ordinary skill in the art to modify the teachings of claim 1 to include settling certain transactions at the approved and contracted for exchange rates since the customer and company have an obligation to fulfill the terms of the forward exchange contract to settle certain transactions at a specified foreign exchange rate.

With respect to the use of the Internet to apply for the service, the use of the Internet for shopping was well known in the art and would have been used as an alternative to a private on line system. Thus it would have been obvious to one of ordinary skill in the art to modify the teachings of claim 1 to include the use of the Internet to apply for the service in order to entice customers to shop at the Internet site.

With respect to posting an advertisement of the service on a web site.

However, the use of advertising was well known in the arts to attract customers to a service offered by the advertiser. It would have been obvious to one of ordinary skill in the art to modify the teachings of claim 1 to include posting an advertisement of the service on a web site in order to notify and attract potential customers to the service.

With respect to tying the amount of the contract to a credit card limit, using a credit card limit to approve a customer transaction was well known in the art. The purpose of a credit card limit was to determine a customer's ability to pay for a transaction. Thus it would have been obvious to one of ordinary skill in the art to modify the teachings of claim 1 to include tying the amount of the contract to a credit card limit in order to ascertain the customer's ability to pay for the contracted for amount in the application.

With respect to rejecting the application if the credit card owner is not a gold card owner, providing special or additional services to gold card owners was well known. Additional services were offered to gold card owners to encourage increased use of a class of credit card by owners who meet the more stringent membership requirements of Gold card membership and who are more likely to pay off their credit card transactions than regular credit card owners thereby reducing the risk of nonpayment of credit card transactions to credit card companies. Thus it would have been obvious to one of ordinary skill in the art to modify the teachings of claim 1 to include rejecting the application if the credit card owner is not a gold card owner for the advantage of providing a service to a class of credit card owners more likely and able to pay for the service.

<p>5</p>	<p>Novelty : Yes, Inventive step : No Claim 5 lacks an inventive step. The prior art teaches all the limitations of claim 5 except : the use of a computer system to process forward exchange contracts between a customer and a company offering the contract, settling the transactions at the approved and contracted for exchange rates, disclose the use of the Internet to apply for and advertise the service, tying the amount of the contract to a credit card limit, and using the prevailing exchange rate for credit card owners with a transaction record that exceeds a specified value who declare at the time of the transaction that the transaction will not be settled under the terms of the forward exchange contract.</p> <p>With respect to the use of a computer system to process forward exchange contracts between a customer and a company offering the contract, since the prior art discloses at least manually performing the steps of approving a forward exchange contract, this difference represents the mere general automation of steps known to have been previously performed manually. Such automation was well known in the arts. It would have been obvious to one of ordinary skill in the art to modify the teachings of claim 1 to include the use of a computer system to process forward exchange contracts between a customer and a company offering the contract for the well known advantages of automating manual steps, namely, eliminating human error associated with carrying out the steps manually and processing applications for forward exchange contracts more quickly.</p>	<p>Novelty : Yes, Inventive step : No The claimed invention adds a feature to Claim 3 that a card owner can optionally declare not to close any forward exchange contract for certain transactions. The novelty and the inventive step of the invention of Claim 5 can be judged as follows: It is assumed that "to declare not to close forward exchange contracts selectively" is not known as technical idea and/or commercial rule. However, it is well-known as an ordinary transaction to require the cancellation of the inconvenient reservation. Therefore, it would have been easy to apply this ordinary transaction to claim 3. Thus the invention does not involve an inventive step.</p>
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With respect to settling certain transactions at the approved and contracted for exchange rates, once the customer and company approved a forward exchange contract, the parties to the contract have a duty to perform the terms of the contract. Parties to a contract are obligated to each other and may demand performance of what is promised by each party respectively. Therefore, the terms of a forward exchange contract obligate a customer and company to settle certain transactions at a specified foreign exchange rate. Thus it would have been obvious to one of ordinary skill in the art to modify the teachings of claim 1 to include settling certain transactions at the approved and contracted for exchange rates since the customer and company have an obligation to fulfill the terms of the forward exchange contract to settle certain transactions at a specified foreign exchange rate.

With respect to the use of the Internet to apply for the service, the use of the Internet for shopping was well known in the art and would have been used as an alternative to a private on line system. Thus it would have been obvious to one of ordinary skill in the art to modify the teachings of claim 1 to include the use of the Internet to apply for the service in order to entice customers to shop at the Internet site.

With respect to posting an advertisement of the service on a web site.

However, the use of advertising was well known in the arts to attract customers to a service offered by the advertiser. It would have been obvious to one of ordinary skill in the art to modify the teachings of claim 1 to include posting an advertisement of the service on a web site in order to notify and attract potential customers to the service.

With respect to tying the amount of the contract to a credit card limit, using a credit card limit to approve a customer transaction was well known in the art. The purpose of a credit card limit was to determine a customer's ability to pay for a transaction. Thus it would have been obvious to one of ordinary skill in the art to modify the teachings of claim 1 to include tying the amount of the contract to a credit card limit in order to ascertain the customer's ability to pay for the contracted for amount in the application.

With respect to using the prevailing exchange rate for credit card owners with a transaction record that exceeds a specified value who declare at the time of the transaction that the transaction will not be settled under the terms of the forward exchange contract, the use of customer loyalty programs was well known in the art. The use of providing incentives or additional services to frequent shoppers (i.e. loyal customers or loyalty programs) by companies was well known. Customer loyalty programs entice customers to shop as frequently as possible thereby increasing profits for a company. Thus it would have been obvious to one of ordinary skill in the art to modify the teachings of claim 1 to include using the prevailing exchange rate for credit card owners with a transaction record that exceeds a specified value who declare at the time of the transaction that the transaction will not be settled under the terms of the forward exchange contract in order to provide special services to frequent or loyal customers.

6	Novelty : Yes, Inventive step : Yes Claim 6 meets the criteria for novelty and inventive step as the stated prior art fails to teach for credit card owners with a transaction record that exceeds a specified value who apply for the service, sending an applet to the browser of the credit card owner graphically indicating exchange rate fluctuations for a certain period of time in the past.	Novelty : Yes, Inventive step : Yes The claimed invention adds a feature to Claim 3 that data on the exchange rate fluctuations should be displayed graphically at the time of transaction with the online shop on the Internet to be used for determining whether to close a forward exchange contract. The claim in question is novel and involves an inventive step.
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(4) Novelty, Inventive step (Obviousness) case 2

	USPTO	JPO
1	Novelty : No, Inventive step : No Claim 1 lacks novelty as the indicated prior art of claim 3 meets each of the steps recited. Claim 1 is a broader version of claim 3 and therefore claim 3 includes the same limitations.	Novelty : No, Inventive step : No The claimed invention is not novel nor does it involve an inventive step in view of a prior art constituted from this claim.
2	Novelty : No, Inventive step : No Claims 2 lacks novelty as the indicated prior art of claim 3 meets each of the steps recited. Claim 2 is a broader version of claim 3 and includes the same limitations.	Novelty : No, Inventive step : No Same as above.
3	Novelty : No, Inventive step : No Claim 3 lacks novelty by definition in that it is indicated as prior art to applicant.	Novelty : No, Inventive step : No Same as above.
4	Novelty : Yes, Inventive step : No Claim 4 lacks an inventive step. The prior art teaches all the limitations of claim 4 except rejecting the application if the credit card owner is not a gold card owner. However, providing special or additional services to gold card owners was well known. Additional services were offered to gold card owners to encourage increased use of a class of credit card by owners who meet the more stringent membership requirements of Gold card membership and who are more likely to pay off their credit card transactions than regular credit card owners thereby reducing the risk of nonpayment of credit card transactions to credit card companies. Thus it would have been obvious to one of ordinary skill in the art to modify the teachings of claim 1 to include rejecting the application if the credit card owner is not a gold card owner for the advantage of automatically providing a service to a class of credit card owners more likely and able to pay for the service.	Novelty : Yes, Inventive step : No The claimed invention adds a feature to Claim 3 “to check whether the applicant for a forward exchange contract is a gold card owner in order to limit the use of the method solely to gold card owners”. Considering that the method to give an additional benefit to gold card owners was already known as described in Prior Art Document (d) and that the procedural step to check whether to authorize a specific operation is a customary method in information processing services, the claimed invention does not involve an inventive step.

5	<p>Novelty : Yes, Inventive step : No Claim 5 lacks an inventive step. The prior art teaches all the limitations of claim 5 except using the prevailing exchange rate for credit card owners with a transaction record that exceeds a specified value who declare at the time of the transaction that the transaction will not be settled under the terms of the forward exchange contract However, the use of customer loyalty programs was well known in the art. The use of providing incentives or additional services to frequent shoppers (i.e. loyal customers or loyalty programs) by companies was well known. Customer loyalty programs entice customers to shop as frequently as possible thereby increasing profits for a company. Thus it would have been obvious to one of ordinary skill in the art to modify the teachings of claim 1 to include using the prevailing exchange rate for credit card owners with a transaction record that exceeds a specified value who declare at the time of the transaction that the transaction will not be settled under the terms of the forward exchange contract in order to provide special services to frequent or loyal customers.</p>	<p>Novelty : Yes, Inventive step : No The claimed invention adds a feature to Claim 3 that a card owner can optionally declare not to close any forward exchange contract for certain transactions. The novelty and the inventive step of the invention of Claim 5 can be judged as follows: It is assumed that "to declare not to close forward exchange contracts selectively" is not known as technical idea and/or commercial rule. However, it is well-known as an ordinary transaction to require the cancellation of the inconvenient reservation. Therefore, it would have been easy to apply this ordinary transaction to claim 3. Thus the invention does not involve an inventive step.</p>
6	<p>Novelty : Yes, Inventive step : Yes Claim 6 meets the criteria for novelty and inventive step as the stated prior art fails to teach for credit card owners with a transaction record that exceeds a specified value who apply for the service, sending an applet to the browser of the credit card owner graphically indicating exchange rate fluctuations for a certain period of time in the past.</p>	<p>Novelty : Yes, Inventive step : Yes The claimed invention adds a feature to Claim 3 that data on the exchange rate fluctuations should be displayed graphically at the time of transaction with the online shop on the Internet to be used for determining whether to close a forward exchange contract. The claim in question is novel and involves an inventive step.</p>