



CHARTER
APPLICABLE TO
BUSINESS MESSAGING SERVICES

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DEFINITIONS

A2P Message (Application-To-Person): Message sent by a Publisher to an End User (End Users).

Aggregator: refers to a Category 3 operator offering electronic communications services to the public, as defined in Article L. 32 6 of the French Postal and Electronic Communications Code (CPCE).

ARPP: Autorité de Régulation Professionnelle de la Publicité (Professional Advertising Regulatory Authority).

Business Messaging: activity consisting of ensuring the routing of Messages between Publishers and End User(s).

Campaign: set of Promotional Messages containing the same content (excluding personalisation elements), addressed to different Users, and sent from the same Sender Field.

Chain Actor: Refers individually to one of the stakeholders involved in the creation and transmission of the Message to the End User(s). This includes: Operators, Operator Partners, Intermediaries, Technical Platform Manager(s), and Publishers.

Charter: this document and its appendices.

Co-contractor: refers to a party among the Chain Actors who enters into a contractual agreement alongside one or more other parties.

Conversational SMS (or A2P/P2A): interactive channel allowing dialogue between Publishers and End User(s), dialogue initiated by an A2P Message (Campaigns to get in touch with their End User(s)) or by a P2A Message (contact initiated by End User(s), within the framework of their customer relationship).

End User(s): person using the Service, recipient of Messages sent by Publishers, and who in return can send Messages.

Functional Message: Transactional A2P messages, commonly used for service messages.

Functional Messages can be used, for example, to:

- Send delivery notifications
- Confirm payment validations, reservations, appointment reminders
- Authentication
- Send Messages for Debt Collection Services

Intermediary(ies): refers to any legal entity that intervenes in the value chain between the Operator's Partner and the Publisher and that is contractually linked with the higher and lower level legal entities in the Services value chain, which notably includes the Technical Platform Manager(s).

Interpersonal Communications: service defined in Article L. 32 6 bis of the CPCE, which allows the direct interpersonal and interactive exchange of information via electronic communication networks between a finite number of people, whereby the people who initiate or participate in the communication determine the recipient(s).

Message: content made available to individuals via the electronic communication services provided by the Aggregator. The term " Message " covers the channels used for the three push services: SMS, RCS, and Conversational SMS.

MNO: refers to a Category 1 Operator operating a publicly accessible mobile communications network and providing mobile radio communication services to the public using that network.

MT-SMS: Mobile Terminated SMS: SMS Message received by End User(s). In the context of Business Messaging, MT-SMS corresponds to A2P Messages.

MO-SMS: Mobile Originated SMS: SMS Message sent by End User(s). In the context of Business Messaging, MO-SMS corresponds to P2A Messages.

MVNO: refers to a Category 2 Operator not directly operating their own publicly accessible mobile communications radio network and offering mobile radio communication services to the public using the network of Category 1 Operators with whom they have entered into a so-called "MVNO" contract.

Multi-Purpose Number Usable for Exchanges with a Technical Platform (or NPUEPT): refers to a long number usable for exchanges with a technical platform assigned by ARCEP in accordance with its decision no. 2022-1583 of 1 September 2022 to the Operator.

Operator: refers to Category 1 or Category 2 Operators.

Operator Partner: the operator responsible for (i) the technical and interoperable connection of electronic communication channels on behalf of Publishers or other Intermediaries and (ii) enabling Service Publishers to distribute their Service over electronic communication networks (push SMS, RCS, or Conversational SMS). This refers to the legal entity which signs the contract with the Operator.

P2A Message (Person-To-Application): Message sent by End User(s) to a Publisher.

Promotional Message: Promotional or informational A2P messages (promoting products, services, or events) are sent to End User(s) who have given their consent (opt-in).

Promotional Messages can be used, for example, to:

- Send out Direct Marketing Campaigns
- Distribute discount coupons
- Deliver content that is personalised or even enriched with multimedia elements

Publisher: company in direct or indirect contractual relationship with the Operator's Partner and which is civilly and criminally liable for the content disseminated to natural persons, via the electronic communications services provided by the Operator's Partner.

Push SMS: Message sending service to End User(s) who have given their consent (opt-in), on behalf of Publishers.

RBM Agent: a device enabling a brand to exchange RCS Messages with End User(s) in a communication thread, for marketing or functional purposes. RBM Agents are registered by the Operator's Partner in the Technical Platform Manager's RBM console and validated by the Operator before being activated.

RCS for Business or RBM (*Rich Business Messaging*): solution enabling Publishers to send RCS messages to End User(s) via Intermediaries, the Operator's Partner, and the Operator

RCS (*Rich Communication Services*): consumer messaging system, supported by the IP channel, for sending and receiving Messages, serving Publishers who build a Conversational relationship with their Users based on the protocol of the same name.

Sender Field: refers to the string of characters displayed in the sender field of the recipient's Messaging application upon receipt of the Message. The Sender Field can also be referred to as:

- The OADC (Originating Address Code) or Shortcode in the context of the SMS protocol
- The RBM Agent Name in the RCS protocol
- The NPUEPT in the context of the Conversational SMS service

Service: any digital content or service (SMS Push, RCS or Conversational SMS) delivered by means of electronic communications services within the meaning of Article L. 32 6 of the CPCE.

SMS Creation Portal / Message Creation Portal: technical tool allowing the Editor to create the content of the Message.

Technical Platform Manager: legal entity having responsibility for the physical or software infrastructure operated on behalf of a Chain Actor which makes it possible for a User to send and receive, directly or indirectly, calls or Messages as part of a service related to an electronic communications service. The software infrastructure may also include the provision of a Message and/or Service creation tool.

Note: the same Actor can have multiple roles.

Illustrative diagrams of the roles of the Actors can be found in an Appendix for each of the services.

PREAMBLE

The Business Messaging market has seen development through the introduction of new types of Services allowing one-way or A2P/P2A message exchanges, supported by a dedicated channel: Push SMS, RCS for Business and Conversational SMS.

To help combat fraud and preserve the market value of these Services, Af2m members have joined forces to develop this Charter.

This Charter sets out the rules to be respected by all Chain Actors involved in sending or receiving Messages within the framework of these Business Messaging services. This Charter applies to all Chain Actors as well as Publishers. Each Chain Actor must incorporate this Charter into its contracts with its lower-level service providers or Co-contractors.

This Charter applies to A2P and P2A usage. Excluded are interpersonal (or P2P) usage and any other messaging service involving fourteen-digit mobile numbers, which are reserved for M2M (Machine-to-Machine) use.

Additional provisions to this Charter may be included in the contracts between the various Chain Actors.

Furthermore, each Chain Actor commits to complying with applicable obligations and regulations, particularly those concerning the processing and collection of personal data.

It is reiterated that electronic communications via RCS or SMS messages between a Publisher and End User(s) can only be conducted through one of the Services covered by this Charter, namely: Push SMS, RCS for Business and Conversational SMS.

A. CONTRACTUALISATION BY THE CHAIN ACTORS

The Operator's Partner agrees to comply with the following principles:

- To be contractually bound, directly or indirectly, to each of the Intermediaries using the Service it provides, which consists in particular of ensuring the distribution of Messages from Publishers to and from the End User(s) of the Operators.
- To implement (or have implemented), an identification and verification procedure aimed at identifying the Chain Actors up to the Publisher. This identification and verification procedure (KYC - Know Your Customer) must be carried out by each Chain Actor with their Co-contractor in order to guarantee its reliability and respond to the Operator's requests as quickly as possible.

Each Chain Actor:

- Will respect and ensure that its lower-level Co-contractor, up to and including the Publisher, respects these obligations
- Must be able to take the actions stipulated in its contract with its higher-level Co-contractor to put an end to non-compliant practices.

In any event, compliance with the Charter does not release the Operator's Partner and the Publisher from compliance with the contract they have with the MNO or with the laws, regulations and decisions of the competent authorities in force at any time during the performance of the service.

B. GENERAL RULES APPLICABLE TO ALL SERVICES

B.1. Loyalty of Service

The Publisher undertakes, in all commercial communications and written or oral information, to avoid creating any confusion in the minds of End User(s) or damaging the reputation of the MNO Services and the Chain Actors.

Each of the Chain Actors undertakes to its lower-level Co-contractor to cease any transmission of content that violates these terms.

As such, the Publisher undertakes to comply with the regulations in force applicable to its activities and in particular Articles L.121-1 to L.121-7 and L. 122-1 to L. 122-10 of the Consumer Code.

B.1.1. Loyalty with regard to End User(s)

Notwithstanding the above, the Publisher, responsible for the content of the A2P Message, undertakes the following for A2P Messages delivered within the framework of the Service:

- Not to send misleading A2P Messages about the nature of the promoted good or service, which could mislead the End User(s) and/or cause them harm,
- To ensure that the End User(s) clearly identify the Publisher without any ambiguity or trademark infringement by specifying the Publisher's trade name at the beginning of the first A2P Message,
- To offer the End User(s) the opportunity to respond to or contact the Publisher,

- To inform the End User(s) of the paid nature, if any, of the products associated with the promoted service,
- The phrase "free service" must only be used in the A2P Message if all the content and products promoted in the A2P Message are free , and the other conditions of the Consumer Code must be respected, particularly regarding pricing information , which must be clearly stated,
- To ensure that the Service advertised to the End User(s), particularly regarding the delivered content, is genuine and does not constitute an attempt at fraud,
- To include information compliant with CNIL recommendations regarding Users' rights of access, modification and objection,
- To provide the End User(s) with contact information to submit complaints, in accordance with the Consumer Code,
- To refrain from sending A2P Messages that violate applicable laws,
- To refrain from sending A2P Messages whose content is contrary to public order or morality,
- To comply with applicable regulations for specific content or services and adhere to ARPP rules regarding service promotion,
- To refrain from sending unsolicited Messages that encourage users to call a premium-rate number or send a premium-rate SMS,
- To refrain from transmitting A2P messages of a violent nature, or those that glorify, deny, or trivialise crimes against humanity, incitement to commit acts of terrorism or their glorification, incitement to racial hatred, hatred towards people based on their sex, sexual orientation, gender identity, or disability, as well as child pornography, incitement to violence, including incitement to sexual and gender-based violence, and attacks on human dignity,
- To refrain from forwarding A2P messages that encourage the commission of crimes and/or offences or incite the use of prohibited substances or suicide,
- To refrain from forwarding A2P messages that fall under the category of Interpersonal Communications,
- To refrain from suggesting entering and sending bank details or any other information that could enable any fraudulent activity,
- To refrain from infringing on the privacy of others by capturing, recording or transmitting, without the consent of their author, words or writings emitted privately or confidentially in accordance with Articles 226-1 and 226- 2 of the Penal Code,
- To comply with all applicable laws and regulations regarding Business Messaging communications. The Publisher must therefore ensure their proper compliance, particularly with regard to mandatory legal notices, targeting, and tone of voice,
- To respect individuals' rights to the processing of their data, in accordance with the General Data Protection Regulation (GDPR), including the management of End User(s)' consent to receive Promotional Messages.

Beyond the application of existing regulations, certain types of Messages are subject to additional regulatory measures, as detailed in the table below:

Sector / Product Type	Specific Framework
CBD	Promotional Messages prohibited, Functional Messages permitted
Political Parties	Messages are permitted, subject to identification of the Campaign Manager, who is responsible for collecting the associated opt-in.
Adult Content	Promotional messages are prohibited. Functional messages are permitted (e.g.: OTPs)

<p>Online games not regulated by the ANJ (National Gaming Authority)</p>	<p>Promotional messages permitted within the limits of the law, Functional messages permitted</p>
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This table is not an exhaustive list and may change depending on the occurrence of incidents related to Campaigns that could massively harm End User(s).

B.1.2. Loyalty with regard to third parties

Furthermore, for A2P Messages transmitted within the Service, all Chain Actors commit:

- To engage in fair competition and specifically refrains from intervening in any way that could disrupt the proper functioning of the Service,
- Not to impersonate any third party, under any circumstances, which could involve phishing or similar practices,
- In general, not to damage or harm in any way the image or reputation of any professional (including institutions, organisations, and stakeholders),
- To refrain from any practice that could potentially create any confusion between its service and any other service, brand, or any other legal entity,
- Not to infringe upon the intellectual property rights or industrial property rights of a third party without the necessary authorisations.

B.2. Protection of Young audiences

- Services intended for young audiences must, in particular, not include any promotional or advertising sections or messages.

B.3. Right of Objection for End User(s)

The Publisher further undertakes, for A2P Messages delivered within the Service, to comply with the mechanisms implemented to meet this obligation without any additional charges for the End User(s).

The Operator's Partner and/or its Intermediaries provide the Publisher with the technical means to enable End User(s) to exercise their right to object and to stop receiving A2P Messages from the Publisher.

The Publisher undertakes to process these User requests as quickly as possible.

The methods of identification and objection, such as the management of the keywords CONTACT and STOP, are detailed in the articles related to each Service.

For Promotional Messages, the Publisher and the Operator's Partner agree to send them only between 08:00 and 21:30. Publishers are advised not to exert excessive or unjustified commercial pressure on Sundays and public holidays, and to prioritise sending messages from Monday to Saturday.

For Functional Messages generated following an upstream request from the End User(s) (e.g. , deliveries, account queries, etc.), no time restrictions will apply.

Regardless of the method used by the various Chain Actors, an opt-out request from the End User(s) must be acknowledged and processed immediately by the Publisher.

Exercising this right to opt out of receiving marketing communications via SMS/RCS must not be subject to a complex process or require payment. For example, making the right to opt out contingent on a paid call or SMS, or on submitting a form to be completed on the Publisher's or Aggregator's website, constitutes a breach of regulations.

B.4. Unsolicited Mailings – Combatting Fraud

The various Chain Actors undertake to respect and ensure that their contracting parties respect the provisions of Article L. 34-5 of the French Postal and Electronic Communications Code.

Therefore, the Publisher is specifically obligated to:

- Send A2P Messages only to End User(s) whose prior consent has been obtained in accordance with data protection regulations,
- Refrain from generating A2P Messages randomly, regardless of the nature of these Messages,
- Refrain from sending A2P Messages usurping the identity of third parties, whose content is misleading, particularly for the purposes of fraudulent practices.

B.5. Personal Data Protection

In the course of implementing this Charter, one or more of the Chain Actors may be required to process personal data. In this context, each of them acknowledges having full and complete knowledge of the personal data regulations applicable to them under this Charter.

B.6. Advertising and Promotion of the Service

All advertising for a service must be clearly identified as such and must comply with all applicable legal obligations and the ARPP Recommendations, including:

- The explicit identification of the Publisher and, where applicable, the commercial nature of the communication,
- This identification may be made by any clearly perceptible means that immediately makes the advertising nature of the Message unambiguous to the User.
- The Publisher observes the rules in force in particular regarding communication with children in accordance with the principles retained in Articles 18 (on fair practices from 18.1 to 18.4) and 19.4 to 19.5 (in particular on the protection of personal data of children) of the Code of the International Chamber of Commerce (ICC) and the Child Recommendation of the ARPP,
- The Publisher complies with the rules of intelligibility, clarity, and transparency regarding the indication of the price of the service offered, in accordance with the ARPP's *Price Advertising Recommendation*,
- The Publisher's commercial communication must comply with the rules of human dignity, decency, non-discrimination and non-submission, as set out in the ARPP's *Image and Respect for the Person Recommendation*,



- The Publisher undertakes to ensure that its commercial communications are fair, truthful, and honest, so as not to mislead the consumer, in accordance with the ARPP's *Digital Advertising Communication* Recommendation.

More generally, for all its commercial communications, the Publisher undertakes to observe the applicable ARPP Recommendation(s) according to the nature and purpose of the communication.

In addition, the Publisher observes all laws and rules in force governing communication on products, services or regulated content.

C. RULES SPECIFIC TO EACH SERVICE

The Chain Actors undertake to observe the uses defined for each of the Services.

C.1. Push SMS Service

Within the framework of the Push SMS Service, A2P Messages are SMS messages, and the parties involved are:

- The MNO
- The Partner of the Operator assigned the short code provided by af2m
- Intermediaries are any company facilitating the transmission of SMS messages from the Publisher to the MNO's subscribers, including digital marketing agencies, communication agencies, and aggregators that are not directly related to the MNO in the context of service delivery
- The Publisher using the short number (Shortcode)

C.1.1. Main principles of use of the Service

The Push SMS service is a solution for sending SMS messages to End User(s) who have already given their consent (opt-in) to the Publisher.

The service allows for the sending of SMS Messages on various themes to perfectly meet different needs.

It is possible to change the sender number to the name of the business or brand, according to certain criteria defined in Section C.1.3.

It is specified that in the case of Push SMS, short numbers intended for promotional use are short numbers in the format 36XXX and those intended for functional use are short numbers in the format 38XXX (where X is a digit between 0 and 9).

C.1.2. Personal rights and Consumer Protection

The identification and opt-out method chosen by the Chain Actors must allow the End User(s):

- To identify the sender of the Message using the following information by sending the keyword CONTACT
 - o The Publisher's trade name
 - o A means of contacting the Publisher: customer service number
 - o The Publisher's website (if available)
- To exercise their right to opt out and no longer receive Messages from the Publisher:
 - o Sending the keyword STOP via an SMS Push Short Code
 - o Sending the keyword STOP followed by a space or hyphen and another keyword
 - o Via the use of an unsubscribe URL contained in the Message. This mechanism can be used alone or in conjunction with the use of the keyword STOP, according to the terms and conditions stipulated in each MNO operator's contract.

The opt-out mechanism does not apply to Functional Messages.

C.1.3. Specific Rules for Modifying the Sender Field

C.1.3.1. DEFINITION OF AUTHORISED SENDER FIELDS

The Operator's Partner may modify the Sender Field of the SMS-MT to a string of exclusively alphanumeric characters, limited to eleven (11) characters.

The Sender Field must, under all circumstances, meet the following conditions:

- The modified Sender Field must not resemble a telephone number. Therefore, it cannot be composed exclusively of numeric characters.
- The modified Sender Field must allow for the clear and immediate identification of the Publisher, one of its brands, or one of its products.
It must not be confusingly similar to a third-party trademark.
- It cannot be a generic term (examples: " notification ", " fines ", etc.), unless it is the name of a company, brand, or product, subject to presentation of valid proof.
- The modified Sender Field must contain only Latin alphanumeric characters (digits from 0 to 9 and letters from " a " to " z " or from " A " to " Z ").
 - All other characters are prohibited: accented characters, spaces, punctuation marks, non-Latin alphabets.
 - Exceptions to this typography may be accepted, provided they are explicitly listed, justified by an agreement from the brand concerned, and subject to operator approval: see C.1.3.3.

C.1.3.2. SPECIAL CASE: RULES LINKED TO SO-CALLED SENSITIVE SENDER FIELDS

The Operator's Partner and the Publisher undertake to guarantee the legitimacy and fairness of the Sender Fields used for routing SMS Campaigns.

When a breach is detected, the Operator's Partner and the MNO will conduct the necessary checks and implement appropriate measures to prevent the recurrence of this breach.

In particular, to provide specific protection for Sender Fields of particular sensitivity, AF2M will establish two lists:

- A list of Sender Fields " Prohibited except with authorisation "

This list will contain the legitimate Sender Fields that we wish to protect against the risk of misuse.

The use of these Sender Fields will be authorised for MNO Partners or resellers who have obtained written authorisation from the relevant Publisher.

Obtaining this authorisation by the Operator's Partner or reseller is mandatory, as is their declaration to af2m as soon as the name used is added to this list within the defined timeframe (see end of paragraph).

Providing the authorisation document will not be systematically required. The provision of the authorisation document may, however, be requested on a case-by-case basis, particularly in cases of suspected identity theft. The Operator's Partner's failure to provide the document upon request from the MNO within two months will constitute a breach.

MNO Partners without this authorisation will treat these Sender Fields as " Strictly Prohibited " (see following paragraph).

- A list of " strictly prohibited " Sender Fields (SP)

This list will contain the Sender Fields identified as likely to mislead the End User(s) regarding the Publisher's true identity or as deceptive.

The use of these Sender Fields is prohibited. They must be blocked when leaving the Operator Partner's Network.

Adding Sender Fields to the " Prohibited unless authorised " or " Strictly Prohibited " Sender Field lists can be done through the process facilitated by AF2M for this purpose. Proposals for additions may be made at the initiative of the Operators or the Aggregators.

Proposals to add Sender Fields to the " Prohibited unless authorised " or " Strictly Prohibited " Sender Field lists will be submitted to the aggregators for their opinion, with the final decision resting with the Operators.

The lists of Emitting Fields " Prohibited unless authorised " or " Strictly Prohibited " will be regularly published by AF2M.

Once the decision has been made to add a Sender Field to one of these lists, the MNO Partners have the deadlines specified in a document available on the AF2M website (<https://af2m.org/protection-des-oadc-sensibles/>) to comply. The date on which AF2M publishes updates to these lists marks the starting point for the aforementioned deadlines.

C.1.3.3. SPECIAL CASE: HANDLING EXCEPTIONS REGARDING THE PRESENCE OF SPECIAL CHARACTERS IN A SENDER FIELD

It may be legitimate for a brand to want to use a special character in the Sender Field without this posing any risk of confusion to the End User(s).

In such cases, it will be possible to request that this Sender Field be used as an exception to the general rule that prohibits the use of special characters in Sender Fields.

The exceptions must be explicitly listed as Sender Fields marked " Prohibited unless authorised ". They will follow the same submission and validation process as the other Sender Fields proposed for addition to the list of Sender Fields " Prohibited unless authorised " within the framework of the process managed by AF2M.

C.2. A2P/P2A (or Conversational) SMS service via a multi-purpose number usable for exchanges with a technical platform – Conversational SMS

C.2.1. Main principles of use of the Service

Within the framework of the A2P/P2A SMS service (also called Time2Chat or Conversational SMS) via a Multi-Purpose Number usable for exchanges with a technical platform (or NPUEPT), the chain actors are:

- The MNO,
- The Publisher, the assignee of the Multi-Purpose Numbers made available by the Operator's Partner,
- The Operator's Partner, allocated blocks of Multi-Purpose Numbers for exchanges with a technical platform as defined by ARCEP,
- Intermediaries, in particular any company facilitating the routing/transit of SMS messages from the Publisher to the subscribers of the MNO or MVNO and which do not have a direct relationship with the Publisher and which may be a technical service provider managing the Technical Platform

The A2P/P2A SMS service (or Conversational SMS) via a multi-purpose number usable for communication with a technical platform is a universal solution for managing customer relationships through Conversational SMS exchanges initiated by the Publisher or the End User(s).

As part of the provision of the Conversational SMS Service, the aforementioned actors undertake to:

- Respect the defined and promoted practices for each of the number ranges dedicated to this Service,
- Use this Service and the Multi-Purpose Numbers available for exchanges with a technical platform as provided for by the national numbering plan,
- Not to promote, on a 09 Number, any Publishers other than those to which it has been previously assigned, given that the sharing of 09 Numbers is strictly prohibited by the ARCEP decision,
- To use only the 09 number(s) assigned to the Publisher (brand) in the Sender Field, as per the ARCEP decision,
- Not to have more than one technical intermediary between the Operator's Partner and the Publisher
- To clearly identify the Publisher when sending the first SMS-MT

As part of the provision of the Conversational SMS Service, Aggregators must declare monthly to af2m and the Operators, the allocations and terminations of numbering resources that have taken place since the previous declaration as well as the Publishers associated with these resources.

C.2.2. Personal rights and Consumer Protection

The identification and opt-out mechanism chosen by the Operator's Partner and implemented by the Publisher must allow End User(s):

- To identify the sender of the Message using the following information by sending the keyword CONTACT:
 - o The Publisher's trade name
 - o A means of contacting the Publisher (or customer service number)
 - o The Publisher's website (if applicable)
- To exercise your right to opt-out, send the following in your first message:
 - o The keyword STOP to number 09
 - o The keyword STOP followed by a space or a hyphen from another keyword
 - o Via the use of an unsubscribe URL contained in the Message. This mechanism can be used alone or in conjunction with the use of the keyword STOP, according to the terms and conditions stipulated in each MNO operator's contract.

C.3. RCS Service

As part of the RCS Service, the Chain Actors are:

- The MNO
- The RBM platform manager
- The Operator’s Partner is an aggregator or a media agency managing the RBM Agent and providing the platform that allows the routing of the Message between the technical platform and the RBM platform
- -The Intermediary is, for example, a digital marketing, communications or media agency
- The Publisher, holder of the RBM agent

C.3.1. Main principles of the Service

The RCS (Rich Communication Services) service is a mobile IP messaging channel available through the default instant messaging application (e.g., Android Messages, Samsung Messages, or iMessage).

The RBM service enables the enrichment of A2P messages and allows direct communication with publishers (brands) via RCS RBM Agents. It relies on the same opt-in consent as SMS, given by the End User(s) to the Publisher.

Similarly, the RBM service enables the sending of P2A messages.

The Basic Messages service allows the sending of messages containing only text of 160 characters or less.

C.3.2. Personal rights and Consumer Protection

The Publisher and the Operator's Partner, by choosing the identification and opt-out method selected by the Publisher, commit to ensuring that the End User(s) can:

- Identify and contact the sender of the Message by providing all relevant and necessary information:
 - o Company name
 - o At least one of the following contact points must be available in French:
 - Email,
 - Contact form,
 - Contact phone number with pricing information

When using a premium-rate number, the premium-rate service agreement (SVA) is the reference document for displaying pricing.

The Publisher must therefore indicate the service price and the call cost directly in the message box, regardless of the medium used. The free message at the beginning of the call (containing the pricing information related to the number called) remains mandatory. Pricing must comply with current regulations.

- Exercise a right to opt out and no longer receive Messages from the Publisher:
 - o By sending the keyword STOP mentioned in the bot at the end of the message. If multiple messages are sent for the same bot, then the keyword STOP will be mentioned in the last message.
 - o By using a clickable CTA (Call to Action) button.
 - o Via the use of an unsubscribe URL contained in the Message. This mechanism can be used alone or in addition to the use of the keyword STOP

C.3.3. Combatting fraud

The Publisher agrees not to use short URLs in Messages and to verify the URLs accessible via the buttons on the RBM Agent.

By way of exception, due to character limitations, Basic Messages may use short URLs.

C.3.4. RBM Agent Configuration

NAMING CONFIDENTIALITY

For the purposes of processing by the MNO and in compliance with the rights of individuals (Article 3), the Operator's Partner and the Publisher agree to adhere to the naming conventions on the service platforms and those of their RBM Agents, as specified below.

OPERATOR'S PARTNER IDENTIFIER ON THE SOLUTION

The Operator's Partner agrees to use only one brand name to identify itself when declaring its RBM Agents.

BRAND ID OF THE BRAND REPRESENTED BY THE RBM AGENT

The Operator's Partner undertakes to include in the name of each of its registered RBM Agents the trade name or company name of the Publisher associated with that same RBM Agent, in order to allow the End User(s) to clearly identify the Publisher.

RBM AGENT VALIDATION

RBM agents may be refused validation by the Operators or the RBM platform operator. Such a refusal must be duly justified by the Operators or the RBM platform operator.

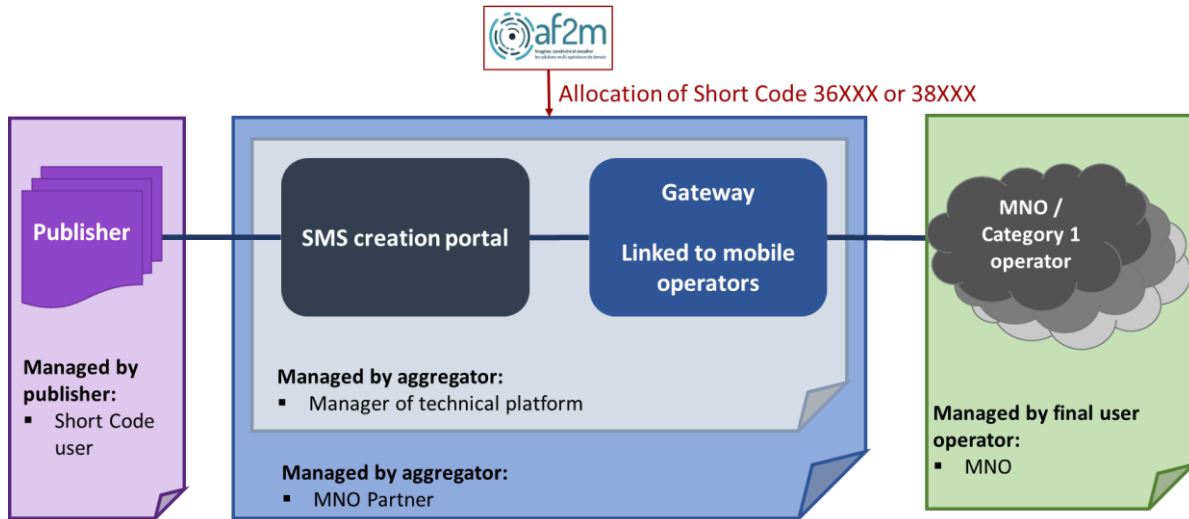
D. FRAMEWORK FOR BREACHES

A breach is characterised by non-compliance with the rules. MNO Partners and Publishers have an obligation to prevent and remedy any breaches.

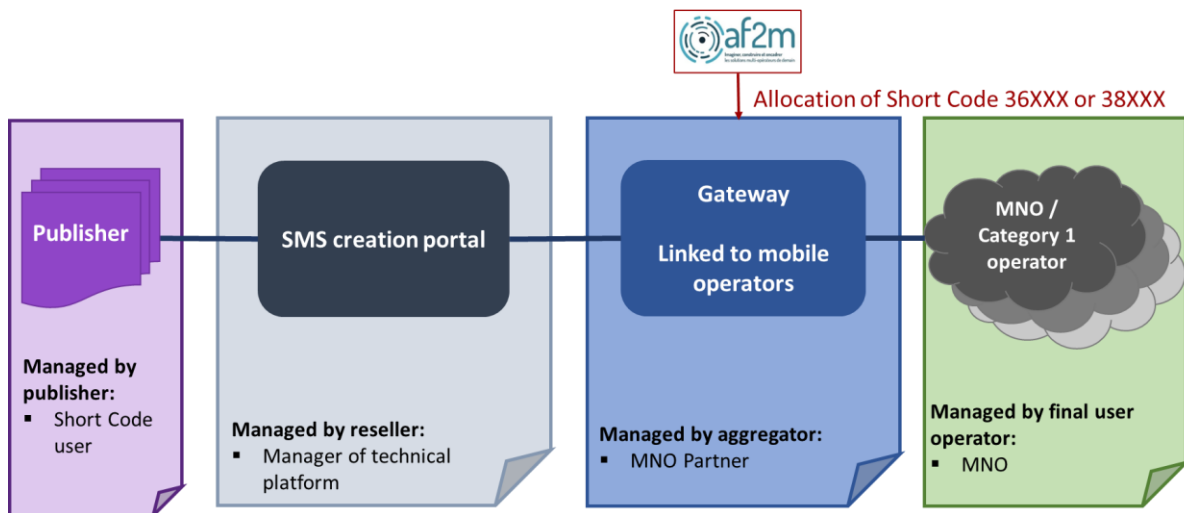
APPENDICES

Appendix I: Illustrative diagrams for Push services via Short Code

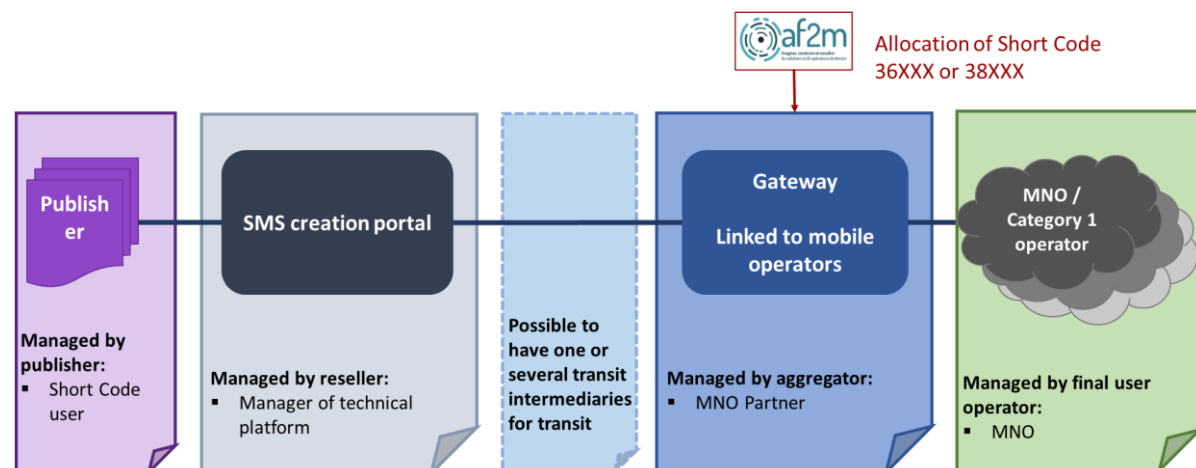
Case 1: A Publisher directly with an Aggregator¹.



Case 2: A Publisher contracts with a reseller for the SMS Creation Portal. This reseller uses an Aggregator for SMS transit to MNOs.



Case 3: A Publisher contracts with a reseller for the SMS Creation Portal. This reseller uses Intermediaries and an Aggregator for SMS transit to MNOs

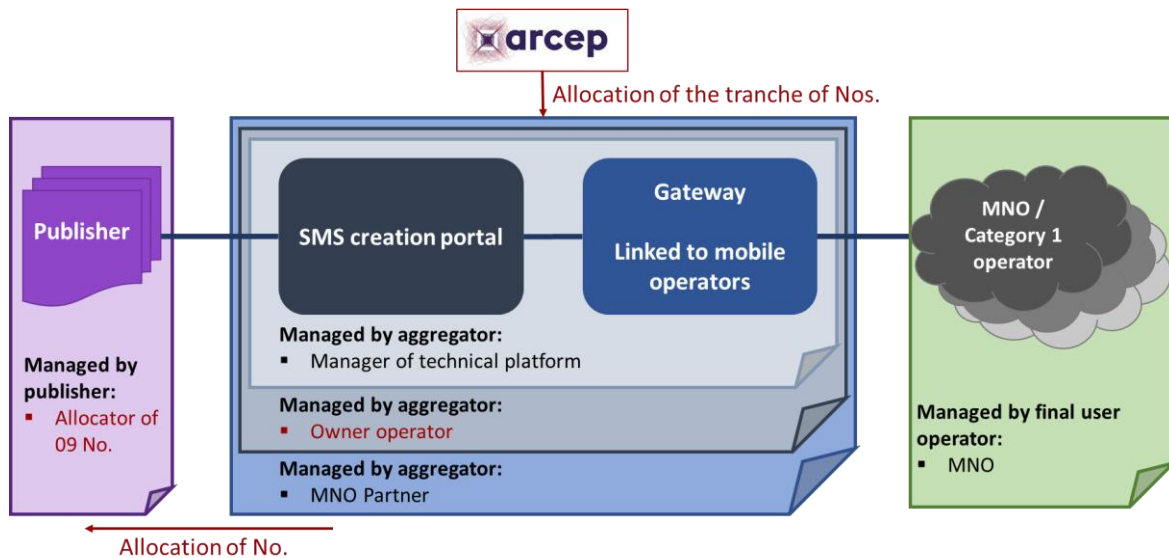


Appendix II: Illustrative diagrams for A2P/P2A SMS Services

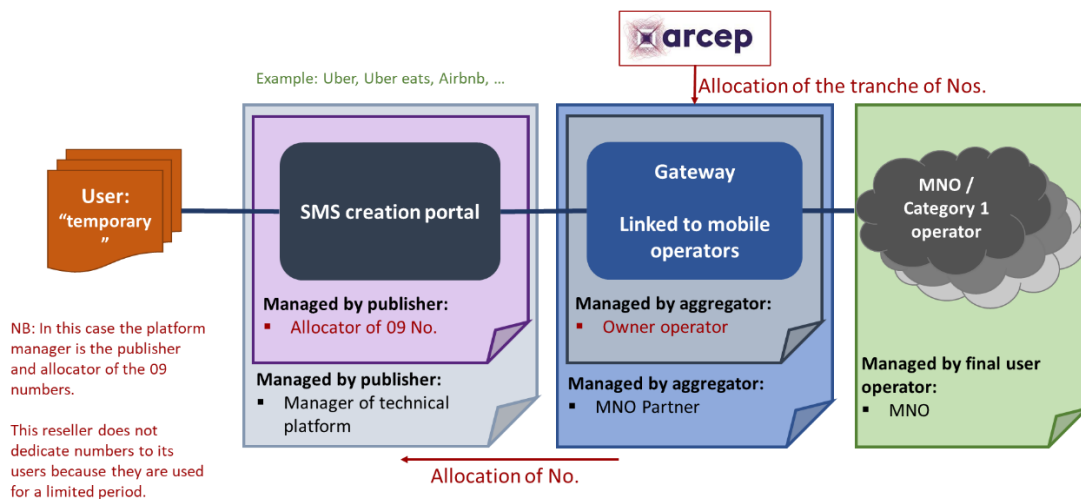
These diagrams are provided for information purposes only and only the definition in the body of the text of roles and responsibilities is authentic. This sentence will specify that their regulatory compliance must be assessed on a case-by-case basis, pending possible validation by ARCEP. Therefore, their inclusion is by way of example and does not bind the parties in the value chain.

The term "Operator" necessarily implies that the electronic communications operator is assigned by ARCEP the relevant range of long 09 numbers.

Case 1: A Publisher directly with an Aggregator¹.



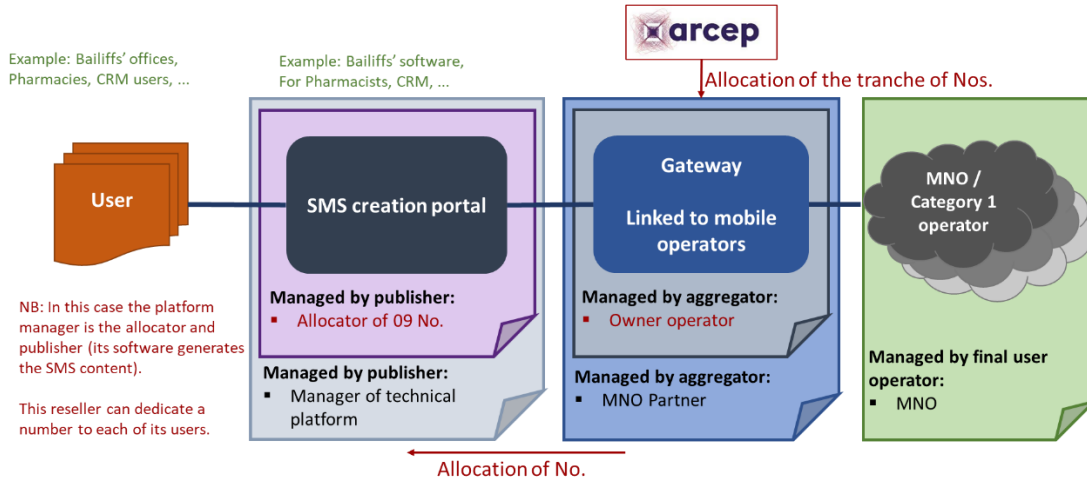
Case 2A: An Aggregator allocates numbers to a Technical Platform Manager who offers a Service with "temporary" numbers.



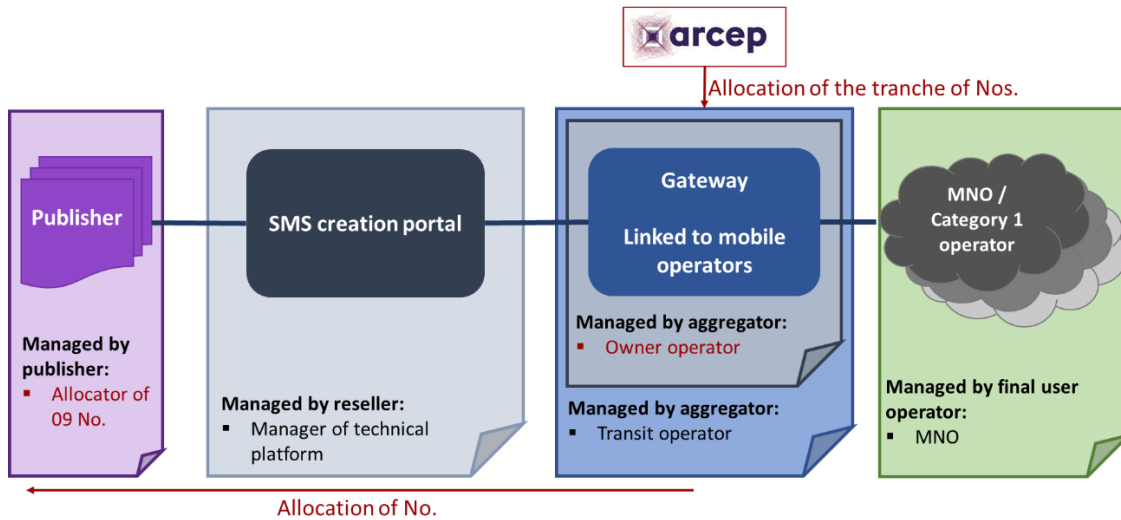
NB: In this case the platform manager is the publisher and allocator of the 09 numbers.

This reseller does not dedicate numbers to its users because they are used for a limited period.

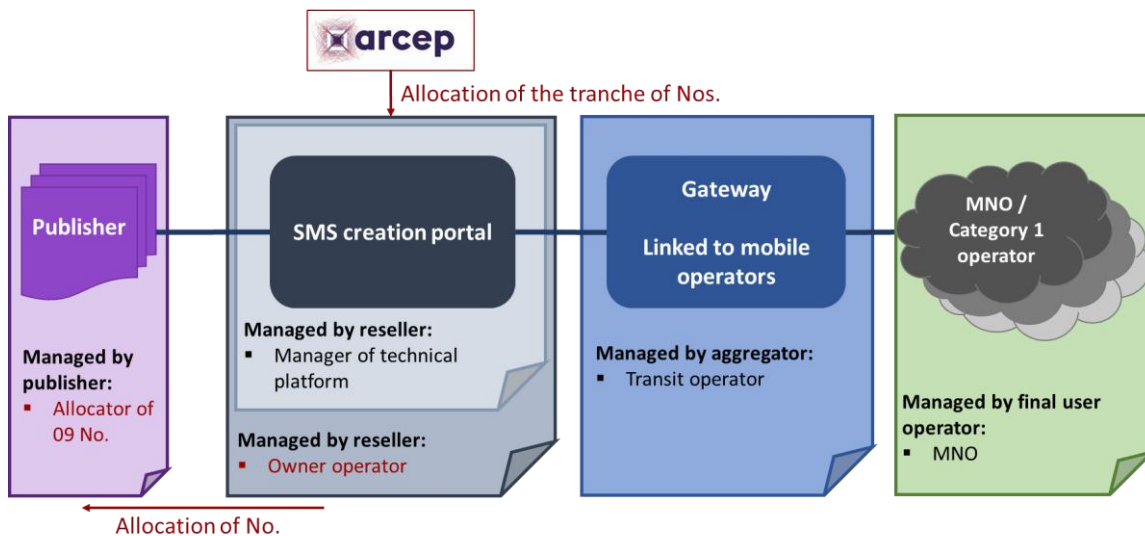
Case 2B: An aggregator allocates a number to a reseller (only one Intermediary possible) who offers a packaged Service including A2P/P2A SMS



Case 2C: An aggregator assigns a 09 to a Publisher to exchange SMS via a technical platform managed by a third party



Case 3: A reseller is allocated 09. It uses its technical platform and an Aggregator¹ for transit

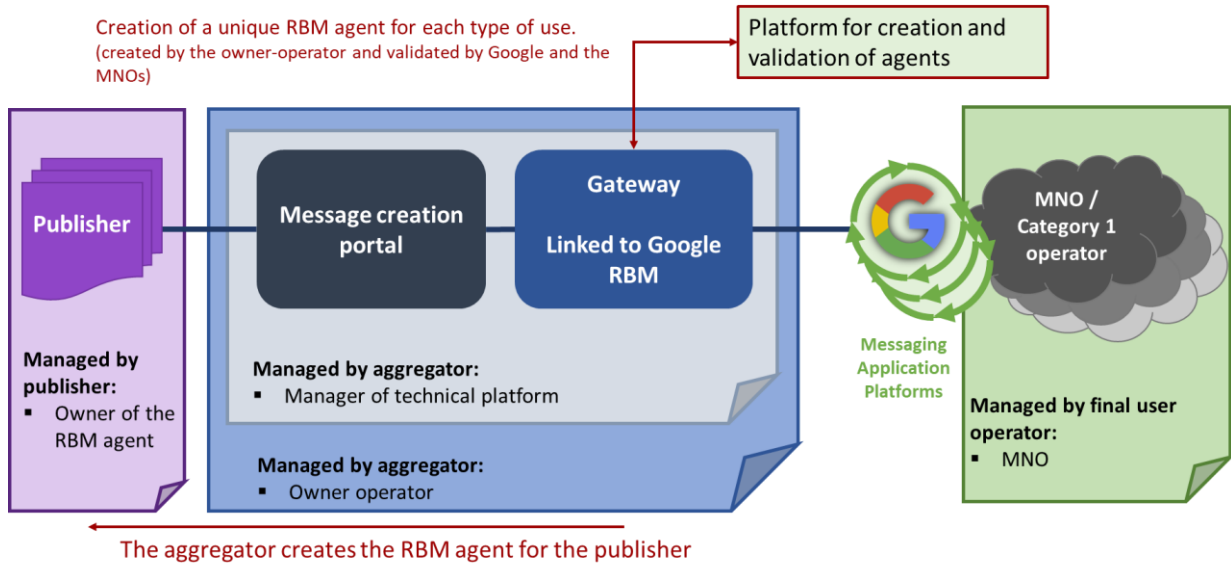


¹which provides a SaaS-based SMS creation tool (in API mode, the Publisher uses its own SMS creation tool).

Appendix III: Illustrative diagrams for RCS Services

The term Operator implies that the Operator makes the declaration of the RBM Agents the RBM console of the Technical Platform Manager.

Case 1: A Publisher works directly with an aggregator that provides a SaaS-based RCS creation tool (in API mode, the Publisher uses its own RCS creation tool).



Case 2: A Publisher contracts with a reseller for the RCS Message Creation Portal. This reseller uses an aggregator for the transit of the Message to Google

