



af2m

French Association for the Development of Multi-operator Multimedia Services and Uses
(Association Française pour le développement des services et usages
Multimédias Multi-opérateurs)
Association governed by the law of 1 July 1901

af2m Extranet General terms and conditions **Effective as of 1 August 2020**

It has been previously stated that:

The Association brings together electronic communications operators, service publishers, technical service providers and representative groups of these actors, wishing to self-regulate, promote and develop multi-operator micropayment solutions on operator invoices.

As such, the Association:

- defines the ethical rules;
- promotes its implementation among all the actors involved;
- publishes and disseminates them to the consumer sector;
- ensures, by carrying out controls, that the various types of services comply with the ethical rules;
- alerts, depending on the seriousness of the breaches, its operator members for action and the actors involved
- provides the public authorities with an overview of the association's activities related to the self-regulation of multi-operator invoice payment solutions.

The Association informs and protects consumers and provides them with appropriate tools in the context of multi-operator invoice payment solutions.

As such, the Association:

- defines and implements anti-fraud rules;
- publishes a reverse directory of SMS+ numbers and Internet+ services;
- publishes the infoconso-multimedia.fr information website

In order to carry out its duties of self-regulating, protecting and informing consumers, the Association implements an Extranet with the following objectives:

- Collecting market observatory data



- Increasing the transparency of the ecosystem
- Facilitating ethical reviews
- Listing all the customer services of the Internet+ and SMS+ Services in order to make them available to end-users and subscribers on the Directory of the website www.surmafature.fr (formerly infoconso-multimedia.fr).

These general terms conditions (hereinafter referred to as the “General Terms and Conditions”) define the terms and conditions that the parties involved (i.e. the Co-contracting Party and af2m) must respect in the context of the af2m Extranet service.

ARTICLE 1. DEFINITIONS

Directory: means the platform made available to Users by af2m allowing the customer service contact details of all the Services to be displayed, via a search engine.

Co-contracting Party: means the natural or legal person who accepts af2m’s general terms and conditions. The Co-contracting Party must be in a contractual relationship with at least one af2m member Operator for the implementation of the Service for at least one Micropayment Solution. The Co-contracting Party may be the Service Provider or an intermediary providing the Service Provider with the Micropayment Solution.

Service Publisher (hereinafter Publisher): Refers to the natural or legal person who publishes and operates a Service.

Extranet: means the tool made available to the Co-contracting Party by af2m, enabling the Co-contracting Party to declare all the Services for which it has a contract with at least one of the Operators, and in particular the information describing the Service, the information relating to the User Helpdesk which is displayed in the Directory, and the information enabling the Service Publisher to be identified

Operator: Refers to the Internet+ and/or SMS+ electronic communications operator that is a member of af2m.

User Support Service: refers to the help and information service made available to Users by the Service Publisher and capable of responding to requests for information, complaints and claims concerning the Service.

Service: Refers to any digital content (good or service) invoiced to Users on the Operators’ invoice through a Micropayment Solution

Micropayment solution: Refers to the Internet+ micropayment solution and/or the SMS+ micropayment solution;



User: Refers to any customer who has subscribed to an offer with one of the af2m member Operators and has purchased a Service.

ARTICLE 2. PURPOSE

The purpose of these General Terms and Conditions is to define the conditions under which

1. af2m provides the Co-contracting Parties with an Extranet that allows the Co-contracting Parties to declare all their Services:
 - Information describing the Service;
 - information on the User helpdesk, which is displayed in the Directory;
 - Information enabling the Service Publisher to be identified.
2. af2m provides Users of the Services with an online Directory which enables them to identify, from the Service reference number, the name of the Publisher of this Service or, failing that, that of the Co-contracting Party and the contact details of the User helpdesk.

The Co-contracting Party is informed that the Operator, in its contractual relationship with the User of the service, may inform the latter, on its website, of the existence of this tool and the means of accessing it.

ARTICLE 3. OBLIGATIONS OF THE CO-CONTRACTING PARTY

- 3.1. The Co-contracting Party undertakes to comply with af2m's Internet+ and SMS+ charters of the af2m in effect (available on www.af2m.org).
- 3.2. In accordance with these Internet+ and SMS+ charters:
 - The information relating to the identification of the Service and the Publisher is filled in and permanently updated on the Extranet provided for this purpose and accessible at the following address: <https://extranetafmm.fr>.
 - The contact details of the means of access to this User Helpdesk are given and permanently updated on the extranet provided for this purpose and accessible at the following address: <https://extranetafmm.fr> . The Publisher is informed that all this information is made available to the public on the website www.surmafature.fr (formerly infoconso-multimedia.fr).
- 3.3. The Co-contracting Party is responsible for the information entered on the Extranet and published on the website www.surmafature.fr (formerly infoconso-multimedia.fr). The procedures for creating and updating this information in the Extranet are defined in Appendix 1.
- 3.4. The Co-contracting Party undertakes to provide only reliable and up-to-date information on the Extranet. It will therefore carry out as many updates as necessary. It shall ensure



consistency with the information contained in the contracts with the Operators and with the information made available to the Service User. af2m may verify the information contained in the Extranet, and inform the Operators in the event of inaccuracy or inconsistency.

- 3.5. The Co-contracting Party undertakes to pay the amount corresponding to the services provided by af2m, as defined in Appendix 2 Financial Conditions.
- 3.6. The Co-contracting Party undertakes to comply with the regulations in effect.
- 3.7. If the Co-contracting Party wishes to provide payment services within the meaning of Article L. 314-1 of the French Monetary and Financial Code on a regular basis to third-party Publishers, the Co-contracting Party must prove that it has obtained authorisation from the ACPR (French Prudential Supervision and Resolution Authority) as a payment institution, electronic money institution or Agent appointed by a payment service provider.

In application of the principle of mutual recognition of authorisations, the Co-contracting Party may also obtain a European passport allowing it to benefit from an authorisation obtained from a competent authority located in the European Economic Area (EEA) to carry out its activities as a Payment Service Provider in France provided that the required formalities have been completed and that the competent authority of the country of origin has informed the ACPR.

ARTICLE 4. LIABILITY

af2m undertakes to use all the means at its disposal to provide the services covered by this agreement.

af2m cannot be held liable in the event of facts beyond its control, the actions of a third party or the prescription of a judicial, legal or regulatory authority or in the event of force majeure within the meaning of Article 1148 of the Civil Code and as consistently recognised by case law.

af2m's liability towards the Co-contracting Party is limited to compensation for direct damage resulting from its own actions. The liability of af2m is limited, irrespective of the nature of the damage, to the amount of the annual remuneration received by af2m under the General Terms and Conditions.

ARTICLE 5. TERMS OF PAYMENT

5.1 The prices are defined in Appendix 2 "Financial Conditions"

5.2 The sums due to af2m under the Agreement will be invoiced by the latter to the Co-contracting Party in accordance with the terms and conditions defined in Appendix 2 "Financial Conditions". These sums must be paid in euros to af2m no later than 30 (thirty) days after the date of the invoice.



In the event of late payment, a fixed penalty for collection costs will also be applied as of right from the first day of default and without prior formal notice. The amount of this penalty shall be equal to €40, as established by Article D441-5 of the French Commercial Code, as of the first day of default.

5.3 Payment can be made by cheque or bank transfer.

ARTICLE 6. DURATION

The Agreement takes effect from the date of signature by the Co-contracting Party for an indefinite period.

ARTICLE 7. TERMINATION

The Parties agree that either Party may terminate the General Terms and Conditions at any time, subject to a notice period of one (1) month by registered letter with acknowledgement of receipt.

In the event that one of the Parties fails to fulfil any of its obligations under the General Terms and Conditions, the other Party may terminate the Agreement after eight days have elapsed following the sending of a formal notice that has remained without effect. Such suspension or termination shall be without compensation to the party at fault.

ARTICLE 8. MODIFICATION OF THE GENERAL TERMS AND CONDITIONS

8.1 Subject to compliance with the Co-contracting Party's obligations mentioned in Article 3 and the process for updating the information specified in Appendix 1, the Co-contracting Party may modify its data at any time.

8.2 The General Terms and Conditions may be modified unilaterally by af2m provided that it gives the Co-contracting Party at least 1 (one) month's notice by letter or e-mail. After this period has elapsed, during which time the Co-contracting Party is entitled to terminate the General Terms and Conditions, it shall be deemed to have accepted the amendments in full. The amendments are applicable to all agreements, including those currently in force.

8.3 The Co-contracting Party must, without delay, comply with each new version of the Internet+ and SMS+ charter(s) available on the website www.af2m.org which comes into effect.

ARTICLE 9. APPLICABLE LAW AND COMPETENT JURISDICTION

The validity of the General Terms and Conditions and any other question or dispute relating to its interpretation, performance or termination shall be governed by French law.



The Parties undertake to use their best efforts to find an amicable solution to any issues or disputes that may arise between them, prior to referral to the court specified below.

In the event that an amicable solution cannot be reached, the Parties agree that any dispute relating to the validity, interpretation, performance or termination of this agreement shall be brought before the Court of First Instance of Paris.

ARTICLE 10. CONFIDENTIALITY AND PERSONAL DATA

The Parties undertake to keep confidential all information concerning the other Party exchanged in application of the General Terms and Conditions, of whatever nature, to which they may have had access during the performance herein. This obligation of confidentiality shall not, however, apply to any information which is or would become public without the receiving Party having breached this obligation of confidentiality. Each of the Parties undertakes to bring these confidentiality obligations to the attention of its personnel in charge of the execution of the General Terms and Conditions and of any external person who may intervene, and to ensure that these obligations are respected by all these persons.

All the information entered on the Extranet is accessible by the Operators. Each Operator has access to all the data that concerns it and is likely to use it.

If requested by the public authorities, any information entered on the Extranet may be communicated to them.

Data relating to the User Helpdesk is accessible by query in the Directory.

The information entered on the Extranet remains accessible after the termination of a Service.

As part of af2m's self-regulatory duties, the information entered on the Extranet may be used by af2m and its service providers to facilitate ethical audits.

Given the personal nature of the information or data that it may come to possess in the performance of this Agreement, af2m undertakes to ensure that the said information or data is processed in strict compliance with the provisions of the Act of 6 January 1978 known as the "Data Protection Act".

In accordance with Act No. 78-17 of 6 January 1978, known as the Data Protection Act, the Co-contracting Party has the right to consult, modify and withdraw all data that concerns it.



ARTICLE 11. NULLITY

If one or more provisions of the General Terms and Conditions are considered invalid or declared as such in application of a law, a regulation or as a result of a final decision issued by a competent court, the other provisions of the Agreement shall retain all their force and scope.

The Parties agree to replace the clause declared null and void by a clause that is as close as possible in content to the clause initially agreed to.

ARTICLE 12. MISCELLANEOUS

12.1 The failure of either Party at any time to require strict performance by the other party of any provision or condition of this Agreement shall not be deemed a definitive waiver of the performance of that provision.

12.2 These General Terms and Conditions contain the entire contractual obligations of the Parties. The General Terms and Conditions cancel and supersede all previous agreements, correspondence or understandings.

12.3 The Parties authorise each other to make reference to the existence of the acceptance of these General Terms and Conditions by the Co-contracting Party when dealing with third parties. Furthermore, af2m is expressly authorised to pass on to the Operators any information relating to the Co-contracting Party.

In _____ On _____

Full name: _____

Role: _____

Signature and stamp of the company:

APPENDIX 1 - PROCEDURE FOR DECLARING A SERVICE ON THE EXTRANET

Appendix 1 specifies the procedure to be followed on the Extranet by the Co-contracting Party in order to fill in and update the information related to the Service. This appendix presents the procedure for:

1. Creation of an account for the Co-contracting Party on the Extranet,
 2. Declaration and updating of information related to the Service
1. Creation of the Co-contracting Party's account (if the Co-contracting Party has not already created one):
 - Go to the Extranet <https://extranetafmm.fr>;
 - Click on "Create a company account";
 - Fill in the following information to create the Co-contracting Party's company account:
 - o Company name,
 - o The RCS number,
 - o The surname of the operational contact,
 - o The forename of the operational contact,
 - o The email of the operational contact,
 - o The telephone of the operational contact,
 - o The account password by confirming it on the next line,
 - o Click on "Create account" to confirm the creation of the company account.

An email confirming the creation of an account will be sent to the email address provided. The operational contact who has received the confirmation email must click on the link in the email received to finalise the creation of the Co-contracting Party's account.

2. Declaration and updating of information related to the Service

- Complete your profile
In order to declare a Service, it is necessary to complete a profile and to fill in the information concerning the ethical contact (full name, email address, telephone number).
- Declaring a Service
Select the box corresponding to the nature of the Service: SMS+ or Internet+ Service
In this box, click on the "Import a file" button
A file template is then offered for download. Download the file and follow the instructions in the INSTRUCTIONS tab to complete the file.
Once the file is completed and saved, click on the "Choose a file" button and select the newly completed file. Click on the "Import" button to import the data from the file into the Extranet.
In the event of errors in the file, an error report shall indicate exactly which lines and fields are affected.
The Co-contracting Party must only declare the Services for which it has a contract with one of the Operators.

- Updating a Service

The process is the same as for declaring a new Service. To update a Service, it is necessary to import a file containing all the Services already declared. An incomplete file will be automatically rejected.

To delete a Service, the Co-contracting Party must enter the “end date of the contract”. The Service is then automatically set to “archived” status and should no longer appear in the files.

APPENDIX 2 - FINANCIAL CONDITIONS

I - Annual Internet+ fee:

The financial conditions linked to this contract are defined and fixed by the Board of Directors of the Association.

They are published on the Association’s website. In the event of a change, the Association shall inform the contracting parties by email or any other means.

The co-contracting party has a period of 30 days to request the termination of the contract (Art. 7 of the contract).

Any year started is payable in full.

II - Annual SMS+ fee:

- Fee included in the annual fee for the SMS+ Reservation Agreement