

Internet+ mobile Charters - applicable as of 01 01 2019
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Changes:

Article modified	Nature of the modification	Date of application
Article 2 in the Charter "All Rules Applicable To The Design Of Internet+ Mobile Services" (p.15 to p.21)	Evolution	01 01 2019

ETHICAL RECOMMENDATIONS APPLICABLE TO INTERNET + MOBILE SERVICES

The Publisher of the service, hereinafter the Publisher, must comply with these rules applicable to the services invoiced to the User by means of the Internet+ mobile solution (hereinafter referred to as the “Services”). Moreover, compliance with these rules does not relieve the Publisher from compliance with the laws, regulations and decisions of the competent authorities in force at the time of delivery of the Service.

ARTICLE 1 - USERS' INFORMATION

The Publisher of the Service must communicate to the User or make available to him, in a clear and unambiguous manner by any appropriate method and in accordance with the communication and design charters:

- the information referred to in Article 6 III of the LCEN of June 21, 2004¹,
- the tariff information referred to in Article L.113-3 of the Consumer Code,
- the essential features of the Service,
- the essential conditions necessary for the delivery of the Service
- all the elements to allow any person to make a claim (Chatel Law, Article 29, LME Article 87) and to exercise his rights.²

The Publisher informs the User about the periodicity of updating or managing the Service, in particular by notifying the date and/or time when they are necessary for full information of the User.

When the Service requires the use of personal data or information of a private nature or when the User may be encouraged to communicate them (for example in connection Services) the Publisher informs him of the use which may be made of this data (Chapter 5 of the Information Technology and Civil Liberties Law).

When the Service is subject by its nature to particular restrictions, the Publisher alerts the User.

The information relating to the identification and description of the Service and Publisher are provided and permanently updated on the extranet provided for this purpose and accessible at the following address: <http://extranet.afmm.fr>.

¹In the case of a natural person, the detailed contact information (surname, first name, address, telephone number, as well as the registration number with the Registry of Trade and Companies, if applicable). In the case of a legal person, the legal notices. In both cases, the name of the Publication Director.

²These two articles are codified as Articles L.113-5 and 121-18 of the Consumer Code.

ARTICLE 2 - LOYALTY OF THE SERVICE

2.1 Loyalty to Users

The Publisher offers a loyal service. For this purpose, the User shall in no way be misled about the content, the rates, the possibilities or the procedures for the delivery of the proposed Service.

The Service must be delivered in its entirety at the rate announced to the User.

In the case of subscription services, the Publisher must ensure that their termination remains simple, easy to access and free for the User.

It is strictly forbidden to trigger the provision of a Service without the express and informed consent of the User.

Any advertising message within the Service must be identified as such.

The Publisher must not use the contact details of a User, in particular his telephone number or his email address, without his express agreement and comply with the recommendations of the French Data Protection Authority (Commission nationale de l'informatique et des libertés (CNIL)).

The Publisher must never collect personal information from the User without his express consent.

Similarly, in the case of purchase or rental of files, the Publisher shall ensure compliance by its supplier with the laws and regulations in force in France, with the Publisher remaining responsible.

The Publisher must immediately modify or withdraw from its Service the personal information of a User if he complains that said information was mentioned on the Service without his consent.

In addition to personal information, the Publisher must not ask the User for information that is not necessary for the provision of the Service or which has no direct link with the Service, neither in the kinematics of the Service, nor in its communication.

The Publisher, on the basis of the technical information available to it or that transmitted by the User, must not trigger the billing of a Service that could not be delivered to the User for any reason whatsoever, and, if applicable, inform the User.

2.2 Loyalty to professionals

In general, the Publisher must in no way undermine the image or the reputation of the institutions and organisations involved in establishing the rules governing this activity.

It is prohibited from using a trademark or a company name to promote its Service without the express agreement of the entity holding the rights.

2.2.1 Loyalty to competing publishers

The Publisher must:

- exercise fair competition and, in particular, refrain from interfering with a Service with the intention of undermining its proper functioning, harming a competing Publisher or diverting Users,
- carry out preliminary research so that the name of its Service cannot be confused with those which already exist, or infringe the rights of third parties,
- refrain from any practice likely to induce, even potentially, any confusion between itself and a competing publisher or between its Service and the services of competing publishers.

2.2.2 Loyalty to Operators

The Publisher is prohibited from undermining in any way the image or reputation of Operators.

It must:

- respect the purpose of the Service as declared to the Operator,
- prohibit any practice of nature to induce, even potentially, any confusion between itself and the Operators or between its Service and the services of the Operators.

2.2.3 Loyalty to rights holders

The Publisher offers a Service that cannot prejudice or infringe any patent, trademark, copyright or any other intellectual property right.

The Publisher is responsible for seeking the necessary authorisations for the reproduction and distribution of the works or extracts of works used within the framework of the Services from the authors' societies concerned and for paying the remuneration due for the rights of reproduction as well as for the communication to the public of such works or extracts of works (duties owed the Société des Auteurs, Compositeurs et Editeurs de Musique (SACEM) or other copyright societies).

ARTICLE 3 – CONTENT OF THE SERVICES

The Publisher assumes full responsibility for the content or Service delivered.
Some content or Services are subject to specific rules that the Publisher must respect.

3.1 Advisory services

The Publisher must indicate to the User that the information/advice given within the framework of its Service is indicative and will mention the name of the authors.

3.2 Distance selling services

The repayment service provided by the Operator shall not, as such, be used as a means of payment for material goods or services other than the Services in accordance with this Charter.

3.3 Services for connecting registered users

In the event that the simultaneous or almost simultaneous exchange of messages between Users, identified or unidentified, is allowed by the Service:

- the public content is monitored,
- the rules of conduct in accordance with these recommendations are made known to the public by any means appropriate to the communication medium used,
- a warning is sent to the User at the beginning of the communication, stating that he may be excluded from the Service in case of behaviour that does not comply with these rules,
- minors are expressly informed that they must not give any personal details,
- a warning page when entering the application must be displayed. The message may include the following text: “To communicate safely, we strongly recommend that you never give your personal details. You can never be sure who the other person is. Do you want to continue?”

3.4 Service offering game contests with the promise of a reward and lotteries

In accordance with Articles L. 322-2 and L. 322-2-1 of the Internal Security Code, competitions with the promise of a reward acquired only by means of a draw, instant win games and lotteries are prohibited. According to Article L. 322-2-2 of the same code, this prohibition does not include advertising operations when they take the form of promotional operations such as described in Article L. 121-36 of the Consumer Code and are not unfair within the meaning of Article L. 120-1 of the same Code.

Furthermore, in accordance with Article L. 322-7 of the Internal Security Code, contests with the promise of a reward and lotteries organised in the framework of television and radio programmes, as well as the press publications defined in Article 1 of Law no. 86-897 of August 1, 1986 when the possibility for participants to obtain the reimbursement of costs incurred is provided for in the contest rules and the participants are informed of this in advance, are authorised, it being specified that these games and contest must only constitute a supplement to said programmes and publications.

3.5 Advertising Services

The Publisher must:

- check the reality of adverts,
- perform the necessary updates.

3.6 Stock market information Services

The Publisher respects the information of the French Financial Markets Authority (AMF), in particular:

- the recommendation to enable the public to appreciate the scope and reliability of the information accessed through a service³

³Recommendation No. 87-01

- The recommendation regarding the online distribution of financial information by listed companies which supplements the previous recommendation.⁴

3.7 Services appealing to the generosity of the public

Services used for the purpose of appealing to the generosity of the public must in no way use the repayment function provided by the Operator as an intrinsic means of payment of donations.

3.8 Services using a bonus

Whatever the Service, the principle of a direct or indirect bonus in any form whatsoever (e.g. prize, voucher, right of access to another Service, promise of a better expectation of winning in the context of contests with a promise of winnings and lotteries, etc.) and directly linked in whole or in part to the number of purchases of the Service is prohibited.

3.9 Services enabling access to a financial counterpart

Services enabling the User to access a financial counterpart, however small it may be, direct or indirect, certain or virtually certain, are prohibited.

As an example, within the framework of a games/competition Service with the promise of a gain, the financial counterpart is in particular considered as certain or almost certain when the two following conditions are fulfilled:

- Absence of real competition with other players,
- Real absence of fate or absence of real difficulties (relating to logic, knowledge, address, agility or ruse).

3.10 Services using animators

When the Service uses animators (individuals or PLCs), the Publisher must mention this in the description of its Service and bring it to the attention of Users.

3.11 Trap services

Trap services involving a third party without their knowledge and consent are prohibited.

ARTICLE 4 PROTECTION OF USERS, YOUTH AND MINORS

4.1 Principles in respect of all Users

The Publisher must not use or suggest the representation of activities contrary to the laws and regulations in force and in particular it must not make available to the public messages and contents:

- likely by their nature to undermine respect for the human person and his dignity, equality between women and men and the protection of children and young people,
- encouraging the commission of crimes and/or offences or inciting the use of prohibited substances or suicide,
- inciting discrimination, hatred or violence.

⁴Recommendation No. 93-01

Consequently, the Publisher must constantly monitor information that is intended to be made available to the public, so as to eliminate messages that may be contrary to the laws and regulations in force before they are disseminated.

The Publisher is prohibited from violating the privacy of the private life of others by capturing, recording or transmitting, without the consent of their author, words or writings issued in a private or confidential capacity.⁵

The Publisher must guarantee to the User the confidentiality of data and the exercise of his right of withdrawal or modification as provided by the CNIL.

The Publisher must protect its files from any fraudulent infringement of its data processing system.⁶

Each Operator has a parental control system that allows, at the request of a User, to limit his access to the Services according to the level of classification of the content. The level of classification of the content associated with its Service (All audiences, Not recommended for children under 12, Not recommended for children under 16) should therefore be declared to the Operator.

4.2 Principles in respect of youth

Youth Services in particular must not contain any topic, message or advertising:

- that can offend the sensitivity of young children and minors,
- presenting in a favourable light any behaviour usually considered reprehensible,
- encouraging young children and minors to consult other paid services online,
- of a violent or pornographic nature,

The Publisher is also prohibited from advertising premium rate Services to young children and minors.

4.3 “Adult Only” Services

Services of the “Adult only” category as defined by the recommendation of the Internet Rights Forum relating to the classification of mobile multimedia contents published on October 17, 2006 (available on the website www.afmm.fr) are prohibited.

⁵ Article 226- 1 to 226- 2 of the Penal Code

⁶ Article 323-1 et seq. of the Penal Code.

ALL RULES APPLICABLE TO COMMUNICATION ON INTERNET+ MOBILE SERVICES

The Publisher respects the laws and regulations in force, including any recommendations of bodies such as those of the French Audiovisual Council (Conseil Supérieur de l'Audiovisuel (CSA)), the French Professional Advertising Regulatory Authority (Autorité de Régulation Professionnelle de la Publicité (AEPP)), as well as this Communication Charter in any communication operation or media to promote the Service.

In particular, SMS, MMS, emails and operator links are considered as promotional media. Promotional material must refer to a page of the Service or a page containing one or more Links respecting the design charter, in particular regarding the display of tariffs and information intended for the User.

ARTICLE 1 USERS' INFORMATION

In any communication on its Service, the Publisher must designate its Service by the business name that appears on the Operator's payment page.

The Publisher must avoid any confusion between itself and the Operators in its communication.

In the particular case where the Publisher associates a partner in the communication on its Service, the Publisher must indicate the mention "published by" followed by the Publisher's company name and registration number with the Registry of Trade and Companies.

ARTICLE 2 ADVERTISING AND PROMOTION OF THE SERVICE

Any advertising for a Service must be identified as such⁶ and must comply with all legal obligations and recommendations of the ARPP. In particular:

- The explicit identification of the advertiser and the commercial communication;
- This identification "can be done by any clearly perceptible means making it immediately clear to the consumer the advertising nature of the message".

The Publisher complies with the rules in force, particularly regarding communication to children in accordance with the principles set out in Articles 18 and 19 of the Code of the International Chamber of Commerce (ICC) and the Child Recommendation of the ARPP.

⁶Article 9 of the Code of the International Chamber of Commerce

It is recalled that the Publisher, in any promotional material of the Service, must not mislead the Users about the content, the rates, the possibilities or the methods of delivery of the proposed Service.

Some advertising operations highlight the possibility of downloading or accessing content offered or more generally being promoted (free period for example). These can only be mentioned if the following rules are respected:

- The format of the Promotional Information and Tariff Details must comply with the rules defined in Articles 2 C) and 2 D) of the Design Charter.
- In the particular case of printed media, the tariff details must be of a size greater than or equal to 2 mm.

The Publisher is also prohibited from creating any confusion between any of its Internet communication media whatsoever (banners, click to action, etc.) and the context in which they are positioned - both in their wording and position on the page where they are present. For example, the process of positioning a button on or near a video, on a video streaming site, suggesting to the User that he will be able to play this video, while this button refers to the Publisher's service, is prohibited.

The following methods of unfair, aggressive and/or misleading communication are prohibited:

- Making the User believe that a problem has been detected on his phone (viruses detected, application to be updated, etc.);
- Using an anxiety-provoking graphical environment and texts;
- Initiating the path by a pop-up which does not provide the User with the possibility to exit the sequence and aggressively leads him to the page containing the Link;
- Psychologically conditioning the User so that he automatically clicks on the action and payment buttons and / or automatically enters his phone number. In particular, any click bait system is prohibited. In particular, any click bait system is prohibited. The purpose of the "click baits" or "*click training*" is to impose a maximum of clicks while establishing a path which is unfair and misleading as to the purpose of the product sold or subscription purchased. For example, a path containing several pages where the texts and/or graphic elements and visuals are repeated so as to push the customer to click on the "Link" by diverting his attention and consent, is considered misleading.

The delivery of other content or access to another service of the Publisher or a third-party publisher may not be conditioned, linked or subordinated to subscription to a Service. Thus, the processes of inciting the User to subscribe to a Service, to participate in a draw, to find out what he has won, to know the results of a test, to access other contents or services, etc. are prohibited, even if the Service actually delivered once the registration is finalised is authorised. In particular, the practice known as "content locking" or tied selling is prohibited.

Within the framework of subscription Services, no promise of a win, acquired in whole or part by a prize, may be mentioned in the promotional material of the Service.

In accordance with the recommendations of the ARPP:

- advertising must not contain any statement or visual presentation contrary to propriety according to the currently accepted standards.
- advertising must not endorse any form of discrimination, including that based on race, national origin, religion, sex or age, or in any way undermine human dignity.
- advertising must not contain any incentive or appear to condone or encourage illegal or reprehensible behaviour.

The Publisher must not advertise directly or indirectly for a Service contrary to these recommendations.

It must comply with all applicable laws and regulations governing communication on regulated products, services or content.

Any promotion within a Service, for another paying service or content, must clearly be separated and positioned after the content(s) or service(s) corresponding to the delivery of the Service.

Case of affiliation

The Publisher undertakes to ensure that it controls all advertising operations. Control of advertising operations means that the Publisher must, at all times:

- be able to take action on the dissemination of its advertising messages: spaces, cuts/changes, etc.
- be able to guarantee that it has validated all the creative elements upstream.

In addition, the use of marketing affiliate practices based on a sales remuneration model (CPA) and involving a succession of intermediaries is not allowed in the acquisition strategy for services using the Internet+ payment solution.

Thus, the Publisher undertakes to implement a practice of acquiring users via controlled traffic materialised in particular by the following sources: Google (Search, Display), social media, programmatic buying (via DSPs and on AdExchange), direct purchase from advertising agencies (media sites, mobile operators, native advertising networks, video advertising networks).

In addition, the use of media buying does not exonerate the Publisher from implementing monitoring solutions for its advertising activity, in particular to:

- Detect any abnormal behaviour
- Control all its traffic in real time, etc.

Case of Services in the "not recommended for persons under the age of 16" category

The promotion and the presentation of a Service belonging to the "not recommended for persons under the age of 16" category, as defined by the recommendation of the Internet Rights Forum relating to the classification of mobile multimedia contents published on October 17, 2006 (available on the website www.afmm.fr), must not include:

- any content belonging to the "Adults Only" category, as defined by this same recommendation, regardless of the nature thereof (images, videos, text, etc.);
- or any elements:
 - referring to a pornographic universe (examples: "Porn video", "X-rated film");
 - referring to the need to be an adult to access the service (examples: "adults only", "prohibited to minors", etc.);
 - suggesting that the service contains pornographic content (examples: placing of a visual showing the word "censored" or symbols which suggest that the images hidden and/or dissimulated by these elements are of a pornographic nature).

When an Internet page contains elements promoting the Service (e.g.: advertising banner), as well as other elements which do not concern the Service, the Publisher will ensure that these other elements do not contain any content belonging to the "Adults Only" category, regardless of the nature thereof (images, videos, text, etc.), and in particular in the Internet pages preceding the Payment Path, so that there is no ambiguity possible for the User as to the nature of the Service.

The Publisher will affix the following logo, accompanied by the words "This service offers content not recommended for persons under the age of 16", on the page warning the User, informing him of the category of the Service, or on the page containing the Link:



ARTICLE 3 – SPECIFICITIES RELATED TO DIRECT PROSPECTING

3. A) The Publisher must not engage in aggressive commercial practices as defined in Articles L.122-11 and L.122-11-1 of the Consumer Code.

The Publisher therefore undertakes to refrain from:

- engaging in repeated and unwanted solicitations by any means of remote communication.
- giving the impression that the User has already won, will win or will win by performing such act a prize or other equivalent benefit, whereas, in fact:
 - either there is no prize or other equivalent benefit
 - or taking any action in relation to claiming the prize or other equivalent benefit is subject to the User paying money or incurring a cost.
- pretending to be an individual.

The Publisher must comply with the provisions of Article L. 34-5 of the Postal and Electronic Communications Code, in particular:

- The Publisher is prohibited from direct prospecting, by any means whatsoever, using, in any form whatsoever, the personal data of a natural person who has not expressed his prior consent to be directly solicited by this means,
- Direct prospecting is allowed:

- if the recipient's contact details were collected directly from him, in accordance with the provisions of the Data Protection Act.
- on the occasion of a sale or delivery of services, if the direct marketing concerns similar products or services provided by the same natural or legal person, and if the addressee is offered, expressly and without ambiguity, the possibility of opposing, free of charge, except the costs related to the transmission of the refusal, and in a simple way, the use of his contact details when they are collected and whenever a prospecting action is addressed to him.

In any case, the frequency of solicitation for direct marketing purposes must be reasonable and not be a nuisance for the User.

In addition, the Publisher, in accordance with the recommendations of the CNIL, will not use the personal data collected from prospects and will delete it a maximum of one year after the last contact from them or when they have not responded to two successive solicitations.

3. B) Self-promotion

If the self-promotional content is associated with the delivery of the Service subscribed by the User, the Publisher must ensure that this content is positioned after the content corresponding to the delivery of the Service (i.e., depending on the delivery method of the Service, the content of the Service or the link to access the Service).

The sending of self-promotional content by SMS to a User can take place only from Monday to Saturday, from 8 am to 10 pm, excluding public holidays or, otherwise, in the hour which follows the last purchase by the User. The Publisher must not send to each User more than three (3) SMS containing self-promotional content per week following the last purchase by the User. In addition, the SMS containing self-promotional content must be sent within 60 days after the act of purchase or the end of a subscription purchased by the User or, in the absence of a purchase, which follows the expression of his consent to receive such messages.

For Services paid on a fee-for-service basis, the self-promotional content can only be disseminated after full delivery of the content ordered by the User.

For subscription Services, the self-promotional content must be disseminated after the delivery of at least one content to the User.

The advertising nature of the self-promotional message must be clearly identified as such. The name of the Publisher or the commercial name of the Service must be indicated in the header of the text of the self-promotional content. The self-promotional content must contain only advertising or promotional content relating to the Service consumed by the User or similar services published by the same Publisher. When the promoted service is not the Publisher's Service but the service of a third party, the transfer of the User's personal data must be expressly authorised by him.

The self-promotional content must contain exclusively advertising or promotional content intended for any audience or an audience corresponding to an age range less than or equal to that which the User has previously used, these age ranges being determined according to the recommendation of the "Classification of Mobile Multimedia Content" of the Internet Rights Forum. Any text or content that is pornographic or violent is prohibited.

The Service promoted in the self-promotional content must be in a format compatible with the User's terminal. If the self-promotional content contains a URL, the Publisher must indicate in the self-promotional content that this message is free subject to any connection costs.

The self-promotional content must inform the User of the possibility of exercising his right of opposition to no longer receive the Publisher's self-promotional content:

- if the medium is an SMS, by sending the keyword STOP to the SMS number
- if the self-promotional content contains a URL, this incoming URL must contain an explicit link allowing the User to no longer receive any self-promotional content.

Self-promotional content must comply with all the rules of ethics, communication and design.

ARTICLE 4: USE OF THE INTERNET+ BRAND

The Publisher respects the Internet+ Brand Usage Kit for any visual communication relating to any Service open with all Operators. The Internet + Brand Usage Kit is available on the website www.internetplus.fr.

The Publisher agrees to post a link to the website of the association Internet+ (www.internetplus.fr) on its website when the Internet+ solution is present.

ALL RULES APPLICABLE TO THE DESIGN OF INTERNET+ MOBILE SERVICES

PREAMBLE: NATURE OF THE SERVICES WHICH MAY GIVE RISE TO A SUBSCRIPTION

Within the framework of the design of its Service, the Publisher undertakes to offer the purchase of a subscription only for the content or services whose nature so requires. This must be compatible with the renewal of the subscription (examples: unlimited access to content or services, regular delivery of content, etc.).

ARTICLE 1: CREATION OF AN ACCOUNT AND PROVISION OF A "MY ACCOUNT" SPACE IN THE CASE OF SUBSCRIPTION SERVICES

Creating an account is obligatory in the case of subscription services. The purpose of this account is to enable the User to identify himself and access the Service subscribed.

On the basis of this account ID, and any other information it has, the Publisher must ensure that the User cannot subscribe more than once to the same Service, regardless of the device or connection used when subscribing to said service.

The account can be created, at the Publisher's choice, before or after access to the payment path, as defined in Article 2 of the Design Charter.

If the account is created before access to the payment path, the User indicates, in a place provided for this purpose, either his mobile telephone number or his email address, or identifies himself via any process based on either of these personal details (e.g.: Facebook connect).

If the account is created after access to the payment path, the Publisher invites the User, on the first Internet page it displays after the payment path, exclusively dedicated to this use, to create an account entering either his mobile telephone number or his email address, or by identifying himself via any process based on either of these personal details (e.g.: Facebook connect). If, for any reason specific to the User, he does not enter his identifier, the Publisher will assign the identifier of its choice to the User.

In all cases, the User must be able to change his Service access login at any time, in his My Account space.

Immediately following the subscription to the Service, the Publisher sends to the User by SMS:

- the information allowing him to access his account and the Service subscribed, in particular his login, password if it has been created automatically by the Publisher and the URL to access the Service.
- the contact details of the User assistance Service, in particular the telephone number or email address as defined in Article 6 below

It can also send this information to him by email, provided that the User has entered his email address.

No advertising or self-promotional message can be sent before the sending of this SMS or email by the Publisher. No advertising or self-promotional message may be present in this SMS or email.

On all the pages of the Publisher's Service (i.e. the home page of the Service, pages displayed by the Publisher following the Payment Path, those on which the service is delivered, those on which the service is offered to the User, and in particular the one containing the Link), the Publisher makes a "My Account" button available to the User. Access to the "My Account" space will allow the User, in particular, to access the service via his Account (Article 4), to terminate the service (Article 5), to access the contact details of the user assistance service (Article 6).

ARTICLE 2: ACCESS TO THE OPERATOR'S PAYMENT PATH

The Operator's payment path, hereafter the "Payment Path", corresponds to all the Operator's pages which enable to proceed with the payment of the Service (authentication page if necessary, payment validation page, payment confirmation page, if applicable).

The User accesses the Payment Path by clicking on a button (the "Link") present on a landing page or a layer/pop-up and respecting the rules described in the Articles below.

On the page where contains this Link, the Publisher will show an Internet+ logo from among those which are available in the kit for the use of the Internet+ mark (excluding pictogram).

The URLs of the pages containing the Link are provided and continuously updated on the extranet provided for this purpose and accessible at the following address: <http://extranet.afmm.fr>.

It should be noted that the use of any technical means to circumvent the rules mentioning dimensions in pixels or font sizes in order, in particular, to make the price appear smaller, is strictly prohibited. As such, the presence of the code below in the <head> tag of the pages containing a Link will be requested:

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<meta name="viewport" content="width=device-width,initial-scale=1.0" />
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No mobile applicaiton (apk., ipa files, etc.) may be automatically launched or downloaded from a page containing a Link.

In the particular case of a subscription Service, when the Account is created after the Payment Path, the Publisher must implement prior to the Payment Path another mechanism for identifying the User, based either on information transmitted by the operator (single Identifier) or a cookies system.

1. Link to the Operator Payment Page (OPP): features and format

The Link is represented by a clickable button that must meet the following conditions:

1. It must not exceed 100 pixels in height regardless of the terminal or display mode used (landscape or portrait).
2. It should only be square or rectangular, with or without rounded corners.
3. Its surface is the clickable zone leading to the OPP (apart from the point 5 exception).
4. It cannot contain any icon, even if the icon is next to the explanatory notice.
5. Its background colour must be plain (no background image).
6. Any textual or graphical element must be more than 10 pixels away from the button.
7. A layer or pop-up with a Link may lead to the Operator Payment Page but must meet all the standards described in Articles 1 to 8 of this document.

2. Explanatory notice within the Link

The Link must contain an explanatory notice that meets the following conditions:

- The authorised terms are the following ones: “OK”, “Validate”, “Confirm”, “Continue”, “Accept”, “Subscribe”, “Pay”, “Buy”, “Benefit from”, “Access”, “Agree” or one of their derivatives (e.g.: “I accept”, “I subscribe”, “I benefit from”) or be the Tariff Details themselves, provided that it strictly complies with point 3 below.

The explanatory notice may include two terms from this list. E.g.: “Continue and Confirm”.

- The font used must be Arial, Calibri, Helvetica or Verdana.
- The size must be between 12 and 35 pixels.

Should the explanatory notice within the Link flashes, its display time needs to be longer than its undisplay time.

No graphic effect should crop the distance of at least 10 pixels between the button and the Tariff Details.

3. Tariff information

3.1. Tariff Details format

In all pages including a Link, the Publisher must indicate the Tariff Details in a visible, legible and unambiguous manner. Its visibility must not be altered by the “free” font of the marketing taglines.

The Tariff Details shall comply with the following rules:

- They are fixed and frozen in or out of the button without any element that could hide their presence.
- If a cookie bar appears on the page, it must not hide the Tariff Details.
 - If the cookie bar is at the top of the page the Tariff Details will be placed below the button.

- If the cookie bar is at the bottom of the page the Tariff Details will be placed above the button.
- It will be specified as follows:
 - In the case of a one-time purchase: "X EUROS" where X refers to the total price of the Service, including taxes.
 - In the case of a subscription to a recurring service: "Subscription X EURO(S) per [frequency]" or "subscription: X EUROS per [frequency]" where X refers to the total price of the Service, including taxes. The word order of the Tariff Details cannot be altered.
 - The term "Subscription" or "Sub" is always coupled with the service price. Therefore, the Tariff Details cannot be the name of the service followed immediately by the service price.
 - The term "by" may be replaced by the sign "/".
 - The term "Subscription" can be abbreviated to "Sub".
 - The mention EURO or EUROS must be written in full. The € sign can also be used. No other changes can be made to these terms.
 - The spaces between the different terms of the Tariff Details must be respected.
 - Tariff Details must be presented horizontally.
 - All the information in the Tariff Details must have the same font size, at least 12 pixels.
 - The font used must be Arial, Calibri, Helvetia or Verdana.
 - The colour of the Tariff Details is free as long as the contrast rules, specified in Article 3.3 are respected.
 - The terms "No commitment" or "No time commitment" may be added following the Tariff Details.
 - In this case, they are an integral part of the Tariff Details and therefore, must follow the same rules as described in this article.
 - In the case of a promotional period, the rules specified in Article 4 "Mention of a tariff promotional period" shall apply in addition to the Tariff Details.

3.2. Tariff Details position

The Tariff Details position must follow all rules below.

They are located:

- Inside the Link
- or
- Outside the Link. Any graphic or textual element will be at a minimum distance of 10 pixels from the Tariff Details.

If the page background is not plain, the Tariff Details must be placed on a plain background next to the Link.

3.3. Background colour on which the Tariff Details are written

The Tariff Details are always positioned on a plain background.

In all cases, the background colour must:

- Have 100% opacity.
- Validate point 1.4.6 of the WCAG standard (Enhanced contrast level AAA) corresponding here to a contrast ratio* greater than 4.5: 1 for Tariff Details of 12 pixels in bold (general case)
- Validate point 1.4.6 of the WCAG standard (Enhanced Contrast Level AAA) corresponding here to a contrast ratio* greater than 7: 1 for non-bold 12 pixel-Tariff Details (possible when the price is within the Link)

* The contrast ratio will be calculated here according to the recommendations of the W3C (World Wide Web Consortium) in terms of accessibility of web contents (WCAG 2.0) accessible on this URL:

<https://www.w3.org/TR/WCAG20/#contrast-ratiodef>

As an indication, a tool allowing to simply calculate this ratio is available on this URL:

<https://webaim.org/resources/contrastchecker/>

4. Mention of a tariff promotional period

If the Publisher wants to promote a special tariff period (for example “first week free”), he/she must comply with the following additional rules:

4.1. Free marketing tagline advertising a tariff promotional period

- The Tariff Details are then indicated in the button and comply with the requirements set out in Article 3 "Tariff Information".
- It is always preceded by "Then". Example: "Then subscription: 3 Euros per week".
- In the case of a « free » sized marketing tagline promoting a special tariff period, the marketing tagline can include the words “0€ “ or “free” but always coupled with the promotional period, e.g.: “1st week free” or “0€ the 1st week”.
- The tariff promotion and its marketing tagline can never contain crossed-out prices.

4.2. Marketing tagline advertising a tariff promotional period subjected to specific requirements

If the Tariff Details are located outside the button then the marketing tagline advertising the tariff promotional period must meet the following specific requirements:

- It will not exceed a 20 pixels size.
- An asterisk must be added at the end.

This asterisk:

- Will share the same font and size with the marketing tagline ex.: "1st week free*".
- It will refer to the Tariff Details outside the button and comply with the requirements set out in Article 3 "Tariff Information".
- It will precede the Tariff Details. E.g.: "*Then subscription: 3 Euros per week".

The promotional price and its marketing tagline can never contain crossed-out prices.

4.3. Lack of a promotional tariff marketing tagline

If the promotional period is not mentioned in the page where the Link is located, then in this particular case, the Tariff Details can begin with the mention of the promotional period. E.g.: "7 days free then subscription 3 Euros per week".

5. Clickable visual(s) in addition to the button with direct access to the OPP

1. It is allowed to implement a clickable area not exceeding a 150 pixels height that includes a button with a height from 75 to 100 pixels. This clickable area must be the only one to lead to the Operator Payment Page (OPP). No text will be added to this area.
2. The button colour must be different from the visual(s) background one.
3. The visual(s) will not be an unplayed video ("player" mode) and will not have an icon (no validation triangle, player, etc.).
4. When loading the page, if there is clickable area partially displayed on the screen, then the Tariff Details related to this clickable area must be perfectly visible.

6. Page with several Links to the OPP

Several Links leading to the OPP can be placed as long as all the Links comply with all the rules set out in Articles 1 to 5 above. However spaces between these Links to the OPP should always exceed 100 pixels.

7. User information

The pages containing a Link must provide a certain amount of information to the User so that he can give his informed consent when confirming his act of purchase. To this end, these pages must contain a link to the general conditions of sale (GCS) of the Service, as well as the following information:

7.1 Information on the essential characteristics of the Service

The main characteristics of the Service must be presented on the page that contains the link. These main characteristics must be clear, legible, intelligible, transparent and exhaustive. They may not be indicated only in the legal notices or footnotes.

If the Service consists in accessing several contents within a catalogue of the Publisher, the User must be clearly informed within the page containing the Link, as well as the number of contents accessible, by period in the case of subscription Services.

When the Service consists in accessing or downloading one or several contents which can be used only on a mobile telephone, and the page containing the Link is not on a mobile phone, the Publisher must then clearly indicate that these contents are available only for mobile telephones. There should be no ambiguity about the fact that these contents might also be available on another device.

7.2 Information on the conditions necessary for the delivery of the Service

The Publisher must clearly and explicitly inform the User of any essential restrictions that may prevent or limit the proper execution of the Service.

When the Service is not compatible with all terminals, the Publisher offers the User only Services or content compatible with his terminal. If it wishes to offer Services or content not compatible with his terminal or if there is a doubt about compatibility, the Publisher encourages the User to check the compatibility of his terminal before accessing the Payment path and provides a compatibility check tool.

This tool is accessible in all the Internet pages on which the Link appears, directly or via a link. In the last case, the Link is positioned outside of the legal notices or footnotes. The Publisher also places, near this Link, along with the compatibility verification tool, one of the pictograms offered on the website www.afmm.fr, in which appears the words "Is my mobile compatible?".

The compatibility verification tool must be easy to use and operate by selection within a list of choices, and/or by recognition of visuals. For example, the User will be invited to first select the brand of his device, then the model. The Publisher will endeavour to the extent possible to match the common and technical names of devices.

The reply provided by the compatibility verification tool must relate to a content or a typology of contents having homogeneous behaviour on all devices. Within the framework Services

which are subscribed, the User must be able to verify the compatibility of his device for a content or typology of contents having homogeneous behaviour on all devices.

When the promotion medium is such that it enables the Publisher to have the characteristics of the User's device (for example, in the case of mobile devices, the User Agent), the Publisher will only offer Services or contents which are compatible with the User's device.

The Publisher proposing a Service (such as streaming, downloading, etc.) that requires high-speed Internet access for its proper execution must inform the User of this restriction.

8. Availability of several payment methods for a one-time purchase or subscription

8.1. For an identical price offer

If the Publisher offers the choice of several payment methods on the same page, including credit card and/or PayPal in addition to the Internet+ solution, it will be tolerated that this page gives access to the operator payment page.

The store name and the Tariff Details must then be located in a clearly identified area with a plain background, at a 15 pixels distance above the selection area of the 1st payment method.

A clear text must invite the user to choose one of the payment methods. For example: "Choose your payment", "Select your payment method", etc.

The Tariff Details must mention the Service name, its price and its billing frequency. The mention "No time commitment" may be added.

All these elements need to be on the page without the user having to scrolling the page down (above the fold).

8.2. For several price offers

If the background of the page is not a plain colour, then the Tariff Details must be located inside the Link.

The Tariff Details can be located near the Link when the background of the page is plain, and at a 10 pixels distance without any other element separating the Link and the Tariff Details.

If the Tariff Details are neither inside nor near the Link, clicking on the "Internet+ Mobile Solution Choice" button must always lead to a landing page or layer/pop-up complying with the rules described in Article 2 "Explanatory notice within the Link".

ARTICLE 3: USER CONFIRMATION

In order for the User to validate his purchase in full knowledge of the facts, the commercial name of the Service that will appear on the Operator's payment confirmation page must be

explicit and not misleading for the User. This commercial name should be similar to the one used by the Publisher to designate its Service in communications. This must allow the User to identify clearly and explicitly the name of the Publisher's commercial site and the Service sold.

The Operator's payment confirmation page contains the following information:

- the commercial name of the Service
- the price of the Service,
- If applicable, whether it is a subscription service (with the term "subscription" or a derivative: subscribe, subscriber, etc.),
- a button or a link to confirm the purchase,
- a button or link to cancel the purchase.

In the event that this page is integrated into a site (for example in the form of an iframe), the Publisher will ensure that all the information indicated above is readable by the User without the need for any action on his part.

ARTICLE 4: ACCESS TO THE SERVICE

Following the Payment path or, where applicable, following the creation of the Account, the Publisher automatically redirects the User to the Internet page on which the User can consume the Service.

In the case of subscription Services, the User may visit this same page for the duration of the subscription to consume the Service. He is informed by the Publisher.

In the particular case where the Service must be consumed on another digital terminal, the Publisher must indicate on the page following the Payment path the URL of the website which the User must access to consume the Service.

For all cases involving a subscription Service, the User can access the service at any time by connecting to his Account in the "My Account" space.

In the case where the inaccessibility of the Service occurs during the delivery of the Service to the User, a specific page containing the reason for the failure, the commercial name of the Service, the contact details of the User Support Service will be displayed to the User.

In the event where the Publisher detects an incompatibility of the User's device with the Service or the content promoted within the framework of the Service, it will clearly inform the User. In the case of Services with a subscription consisting in accessing or downloading content within a catalogue of the Publisher:

- When the Publisher's catalogue contains contents, similar or the same, compatible with the User's device, the compatible content, and only these, are offered within the framework of the Service to the User.

- When the Publisher's catalogue does not contain or contains very little content, which is similar, compatible with the User's terminal, the Publisher informs the User of the various means of access to the Service (from a computer, for example) and must inform him of the possibility to unsubscribe at any time if the User does not have other means to access the Service.

ARTICLE 5: TERMINATION OF THE SERVICE IN CASE OF SUBSCRIPTION SERVICES

On the home page of the "My Account" space, there is a dedicated button that allows the User to unsubscribe. In this regard, the Publisher uses one of the words "Unsubscribe" or "Cancellation" or a derivative term.

By clicking on this button, the User is redirected to a page which clearly shows, without the User being required to browse the page:

- An "Unsubscribe" or "Cancel" button allowing him, if he is authenticated by the Publisher and to the extent where the Operators allows, to cancel his subscription, without the need for any further action on his part.
- Otherwise, the instructions to be followed by the User to unsubscribe from the Service.

ARTICLE 6: USER ASSISTANCE SERVICE

The Publisher must have a User assistance service to respond to requests for information, complaints and claims concerning the Service. The Publisher welcomes users and handles all requests in French.

This assistance service must be accessible, and not surcharged, via:

- a French telephone number, available during working days and hours (outside these opening hours, a recorded message must indicate the opening hours).
- and at least one of two ways: a postal address in France, an email address.

The assistance service must provide the User with a response within five working days when the request is made by post or email.

The telephone number and email or postal address of this assistance service must appear on all promotional material for the Service where possible. They are also shown in the "My Account" space in the case of subscription services.

The details of the means of access to this User assistance service will be provided and continuously updated on the extranet provided for this purpose and accessible at the following address: <http://extranet.afmm.fr>. The Publisher is informed that all this information is made available to the public on the site www.infoconso-multimedia.fr.

In addition, the Publisher must refer to the site www.infoconso-multimedia.fr on the “My Account” page, including a hypertext link to the URL of the site.

ARTICLE 7: SERVICE WITH AN ACCESS CODE

A Service with an access code allows a User to access, on a digital medium, a content or a digital service offered by a Publisher, without this content or service being delivered directly following the payment of the Service by the User.

Only one access code must be required for the acquisition of the digital content or service by the User.

It is prohibited to invite a User to enter several access codes without providing him, after entering each access code, the content or the digital service corresponding to the access code, regardless of the reason (promise of an increase in chances of winning in a game, saving time, etc.).

A Service with an access code must under no circumstances allow access to a content or service belonging to the “Adult Only” category.

The digital content or service offered by the Publisher as part of a Service with an access code must comply with all the commitments of ethics and communication of Internet + Mobile Services.

The Publisher must limit the validity period of an access code to 48 hours after its delivery to the User. Moreover, in this case, the access code must have a validity period of at least one hour after delivery.

Access code delivery services cannot be subscription services.

ARTICLE 8: THRESHOLDS FOR THE FIGHT AGAINST FRAUD AND OVER-CONSUMPTION

Within the framework of the Services, each Service being identified by a commercial name (appearing on the Operator’s Payment path), the Publisher must:

- Limit the total amount of expenditure of the User to 25 Euros, including tax, per Service and per user over a period of 4 minutes,
- Limit the total amount of expenditure of the User to 50 Euros, including tax, per Service and per User and per calendar day.

Upon reaching this consumption threshold, the Publisher must inform the User that the threshold in Euros has been reached, and the time from which the User can use the Service again. It must not promote another premium rate service.

ARTICLE 9: PRICE OF SERVICES

All services must comply with the following conditions:

- A single price for a given Service which the User accesses by WIFI, 3G, etc.
- A single price list for the Service (price, period, promotion) whatever the Operator

	Maximum price allowed (including tax, excluding connection costs)
Act	20€
Weekly subscription	3 € per week
Monthly subscription	10 € per month

ALL RULES APPLICABLE TO THE NAMING OF INTERNET+ MOBILE SERVICES

The Publisher of the service, hereinafter the Publisher, must comply with these rules applicable to the services invoiced to the User by means of the Internet + mobile solution. Moreover, compliance with these rules does not relieve the Publisher from compliance with the laws, regulations and decisions of the competent authorities in force at the time of delivery of the Service.

The purpose of this Charter is to ensure transparency and fairness in the delivery of the Service.

ARTICLE 1 GUIDING PRINCIPLES

1. Loyalty to Users

The Service Name provided by the Publisher must be fair. It must not be likely to mislead the User about the content, the nature of the proposed Service, the rates, the possibilities or the modalities of the delivery of the proposed Service, as described by the Publisher at the time of declaration of the Service to the AFMM and create confusion with the services of a third party.

The Service Name provided by the Publisher must not use the lexical field for advertising or promotion.

The Service Name cannot consist of an exclusively generic, usual or necessary name to designate the Service provided by the Publisher to Users, nor be composed exclusively of terms indicating the essential quality or the composition of the Service provided by the Publisher to Users.

For example, names exclusively consisting of a musical current such as “POP”, “HARD ROCK”, “HOUSE”, of a sport such as “RUGBY”, “FOOTBALL”, a well-known city, such as “PARIS”, “MARSEILLE”, “LYON”, “MADRID”, “ROME”, of a regulated profession such as “LAWYER(S)”, “NOTARY(IES)”, etc, cannot be registered.

The Publisher undertakes to ensure that the Service Name does not undermine:

- public order
- respect for the human person and his dignity, equality between women and men and the protection of children and adolescents - the regulations in force, and in particular:
 - the Law of July 29, 1881 relating on the freedom of the press. By way of example, Service Names consisting of abusive, racist, sexist or homophobic terms are thus prohibited;
 - consumer law. Thus, names including a reference to a concept of price, promotional offer (Try, Free, Unlimited), tariff format (act / subscription) are prohibited.

The Publisher undertakes to ensure that the Service Name:

- does not encourage the commission of crimes and/or offences or inciting the use of prohibited substances or suicide
- does not incite discrimination, hatred or violence.

2. Principles in respect of youth

The Name of the Service provided by the Publisher and intended for young people must not in particular contain any message:

- that can offend the sensitivity of young children and minors,
- presenting in a favourable light any behaviour usually considered reprehensible,
- of a violent or pornographic nature,

3. Loyalty to professionals

In general, the Service Name Publisher must in no way undermine the image or the reputation of the institutions and organisations involved in establishing the rules governing this activity. It is prohibited from using a trademark or a company name to promote its Service without the express agreement of the entity holding the rights.

3.1. Loyalty to competing Publishers

The Publisher must carry out the preliminary searches so that the name of its Service cannot be confused with existing ones, but also with the corporate names, trade names, domain names or any other previous distinctive sign and Service Names previously registered. As such, the Publisher undertakes to check the availability of the chosen Service Name and to carry out any necessary search for prior rights.

For this purpose, in particular, the Publisher is invited to ensure the availability of the Service Name on the site www.infoconso-multimedia.fr

3.2. Loyalty to Operators and the AFMM

The Publisher is prohibited from undermining in any way the image or reputation of Operators.

The Name of the Service must respect the purpose of the Service as declared to the Operator and must not be such as to induce, even potentially, any confusion between the Publisher and the Operators or between its Service and the services of the Operators.

The Publisher also undertakes to ensure that the Name of the Service is not likely to cause a risk of confusion with the AFMM.

Consequently, the Publisher undertakes to hold the AFMM and the Operators harmless against any direct consequence of non-compliance with this obligation, including legal fees, that could cause harm to the AFMM and/or the Operators.

3.3. Loyalty to rights holders

The Service Name provided by the Publisher must not prejudice or infringe any trademark, copyright or other intellectual property right.

The Publisher declares that the Name of the Service does not infringe any right which a third party could claim, and in particular, without this list being exhaustive, the prior trademarks, including any personality rights (patronymic name, pseudonym, etc.), copyrights and Service Names of Publishers.

#3.4. Loyalty to regulated professions/Public Authorities

The Publisher undertakes not to use Service Names consisting of the name of regulated professions, terms related to the functioning of the State (such as in particular, “Ministry”, etc. and and local authorities or their deliberative bodies (“Town Hall”, “regional council”, etc.) without holding any rights on such terms.

4. Uniqueness of the Service Name

The Publisher is responsible for the data declared to the Operator or transmitted from time to time during payment transactions.

Thus, the name of the declared Service, transmitted from time to time to the Operator or indicated in the User Information SMS must be strictly the same as the “service name” field of the AFMM Extranet, with the same spelling and the same case (lower/upper) and must in no case be completed by a tagline.

5. Case of Services “not recommended for children under the age of 16”

The name of the Service belonging to the “not recommended for children under the age of 16” category must not contain elements referring to a pornographic universe or suggesting that the service could contain pornographic content.

ARTICLE 2 SYNTAXIC CONSTRAINTS

The Service Name can consist of up to 18 characters. It must be alphanumeric, i.e. formed only by letters and numbers. It must not contain any symbols (€, \$; £...). The only special characters allowed are the dot (.) and the dash (-).

The name of the Service may not be a digital declination of an already existing Service (e.g.: NAME 1, NAME 2 ...). It must not include any punctuation or diacritics (accents and cedillas).

The Name of the Service must not contain any legal form such as SA, SARL, etc.

URLS are not allowed.

The use of capitalisation is subject to the following rules:

- capitalisation is authorised only for the first letter except when the Service is composed of two or more contiguous words, to enhance its readability, an initial capital letter is allowed for each word.
- when the Service is composed of several words, capitalisation is allowed for each word
- It is forbidden to use Service names consisting exclusively of capital letters, with the exception, however, of those consisting of 2, 3 or 4 capital letters.

Regarding information provided in the AFMM Extranet:

- the "service name" field cannot be a URL
- the general URL to access the service will be shown identically (without the http:// prefix) in the Keywords field of the AFMM Extranet, in order to facilitate the search for the User Assistance contact information in the infoconso-multimedia.fr directory.

ARTICLE 3 REASONS FOR REFUSAL OF THE SERVICE NAME ON THE DECLARATION TO THE AFMM

The AFMM does not carry out any research or analysis regarding the availability of the Service Name with respect to the prior rights of third parties. Verification of the non-use of the Service Name with respect to prior rights of third parties is the sole responsibility of the Publisher.

The AFMM reserves the right to refuse a Service Name if it breaches the provisions of the articles of this Naming Charter.

The AFMM also reserves the right to refuse a Service Name for any other legitimate reason.

ARTICLE 4 RULES APPLICABLE TO THE VISUAL AND TAGLINE

The visual and the associated tagline, implemented on the Operator's payment page, must respect all the obligations applicable to the naming of services. The tagline must offer a concise and explicit text.