



**Internet + Box Charters applicable as of 01 08 2018**

**Changes:**

Article modified	Nature of the modification	Date of application
Addition of articles in the Communication Charter	Change	01 08 2018

Internet+ Box Charters applicable as of 01/08/2018



## ETHICAL RECOMMENDATIONS APPLICABLE TO INTERNET+ BOX 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+box 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, 2004<sup>1</sup>,
- 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.<sup>2</sup>

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.

### 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 addition, a Service

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<sup>1</sup>In 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.

<sup>2</sup>These two articles are codified as Articles L.113-5 and 121-18 of the Consumer Code.  
Internet+ Box Charters applicable as of 01/08/2018



must not involve a different payment method from the Internet+ box solution.

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,

Internet+ Box Charters applicable as of 01/08/2018



- 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

Internet+ Box Charters applicable as of 01/08/2018



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 n° 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 service<sup>3</sup>
- The recommendation regarding the online distribution of financial information by listed companies which supplements the previous recommendation.<sup>4</sup>

### **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.

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<sup>3</sup>Recommendation No. 87-01

<sup>4</sup>Recommendation No. 93-01

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.

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.<sup>5</sup>

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.<sup>6</sup>

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.

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<sup>5</sup>Articles 226- 1 to 226- 2 of the Penal Code

<sup>6</sup> Article 323-1 et seq. of the Penal Code



## **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](http://www.afmm.fr)) are prohibited.



## ALL RULES APPLICABLE TO COMMUNICATION ON INTERNET+ BOX 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 the particular case of a Service that is not available simultaneously in whole or in part on the networks of at least four of the Operator members of the Internet Plus Association, the Publisher must clearly and legibly mention the name of the Operators for whom the Service is available in whole or in part in any communication relating to the Service.

### ARTICLE 1 USERS' INFORMATION

In any media to promote the Service, the Publisher must comply with the following rules:

In particular, SMS-MT or MMS-MT containing a URL redirecting to an Internet page promoting a Service are considered to be promotional media. Advertising banners or links are also considered to be promotional material.

#### A) Tariff information

##### 1. Tariff details

In any digital communication (Internet pages, emails, links or advertising banners) and communication by SMS containing a link, as defined in the design charter, the Publisher must clearly indicate the following tariff indications:

- when it is a one-time purchase: "X EUROS" where X refers to the total price of the Service, including tax
- when it is a subscription to a recurring service: "Subscription: X EUROS by [frequency]" where X refers to the total price of the Service, including tax

The mention EURO or EUROS must be written in full. The € sign can also be used when displayed correctly on the communication medium.

By way of derogation from the foregoing, in the particular case where the communication medium is an SMS-MT, a web advertising link in text format that may not exceed 100 characters, or a web advertising banner with a width of less than or equal to 240 pixels:

- The terms EURO or EUROS may be replaced by EUR
- The term "per" may be replaced by the sign "/"

Internet+ Box Charters applicable as of 01/08/2018



- The term “Subscription” may be replaced by the term “SUB”

If the Service is the subject of a tariff promotion (free period for example), the Publisher may indicate this following the tariff details described above.

## 2. Size and position of the tariff details

The tariff details must, in all circumstances, be legible, clear and non-ambiguous.

- The font used must be one of the following: Arial, Calibri, Verdana, Helvetica
- The case used (lower case/upper case) for the tariff details in Article 1 A) 1. must be respected,
- The contrast between the colour of the tariff details and the background on which these tariff details appear must be higher than or equal to 80%,
- The background on which the tariff details appear must be uniform, with no other character or graphic element around the price indications in a distance at least equivalent to the size of the tariff details,
- The colour used for the tariff details must be the same for all the characters of the price indications,
- The tariff details must be presented horizontally,
- The spaces between the different terms of the tariff details must be respected.

In the event where the Publisher specifies a price promotion (free period, for example) just after the tariff details, this must not be emphasised more than the tariff details. In particular, the size of the indication of the price promotion must not be larger than that of the tariff details.

### i) General case

Outside of the specific cases described below, the tariff details must be positioned in one of the following ways:

- Just next to the Link, below it, of a size at least equal to one third of the height of the Link.



- In the event where the media is not a mobile telephone - Inside the Link, below the explanatory note, of a size at least equal to half the height of the explanatory note.



Internet+ Box Charters applicable as of 01/08/2018

- ii) **Particular case: the explanatory note within the Link is one of the following indications (or a derivative): “Validate”, “Confirm”, “OK”, “Accept”, “Subscribe”, “Pay”, “Buy”**

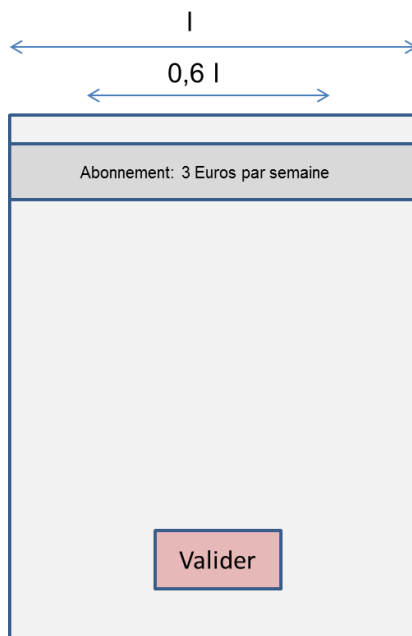
The tariff details must be positioned in one of the following ways:

- In the event where the medium is a mobile telephone and where only services of the same rate appears on this medium - Inside a banner, to the exclusion of any other information. This banner must cover the entire width of the screen. It is located in the upper part of the screen of the mobile telephone. Therefore, when the Internet page appears, this banner is visible without any action by the user being necessary.

The banner is clearly materialised: its background is uniform and sufficiently contrasted with the space in which it is positioned. It is not strictly stuck to the upper part of the screen, so that it cannot be covered by the browser during the downloading of the Internet page.

Inside this banner, the tariff details are horizontally and vertically centred, and represent at least 60% of the width of the banner.

This is possible when the price of the Service is the same, regardless of the Link.



- In the event where the medium is not a mobile telephone - Attached to the Link, below it, of a size at least equal to one quarter of the height of the Link.



- In the event where the medium is not a mobile telephone - Associated with a checkbox, unchecked by default, all the information associated with the checkbox must not exceed 20 words over 2 lines at the most.

Je valide les CGV - Abonnement: 3€ par semaine



iii) **Particular case: the Service is a fee-for-service Service, and the explanatory note within the Link is one of the following (or a derivative): “Pay”, “Buy”**

The tariff details may appear on the Internet page containing the Link, with a size at least equal to one third of the height of the Link when the medium is a mobile telephone, or at least equal to half the size of the explanatory note when the medium is not a mobile telephone.

iv) **Particular case: the tariff details constitute the explanatory note**

In this case, it is not mandatory to recall the tariff details in the page containing the Link.

**B) Information on the identification of the Service and Publisher**

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 commercial name of the Publisher's Service must be sufficiently distinctive to allow its identification. It cannot therefore consist of a generic, usual or necessary name of the Service provided to Users.

The Operators reserve the right to refuse a commercial name of a Service, including a name reproducing a well-known trademark, without formal proof of authorisation of the rights holders to do so.

In any communication on its Service, the Publisher must:

- avoid any confusion between itself and the Operators,
- inform the public of its identity as specified in the contract signed with the Operators, so that Users of its service can directly assert their rights with it case of a complaint.



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.

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>.

The Publisher provides the User with the contact details of its User Assistance Service (as specified in the Design Charter):

- at the place where the Service is consumed
- on any media containing the Link
- on the homepage of the Publisher's website promoting the Service and/or allowing the Service to be consumed.

### **C) 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.

The content delivered within the framework of the Service must be the main object of the communication on the Service, whatever the medium.

#### **- Subscription Services:**

The Publisher mentions clearly and explicitly:

- the fact that it is a subscription Service. As such, the Publisher must use the term “subscription” or a derivative (subscribe, subscriber, etc.). This information may appear explicitly and visibly in the Publisher's communication.
- the duration of the commitment, in the case of a subscription with a commitment period, prior to the purchase of said subscription,
- the possibility for the User to terminate his subscription to the Service at any time and the terms of termination of the subscription as specified in the Design Charter.

The Publisher undertakes to inform the User of how to access the consumption tracking of the Internet+ Service, clearly and explicitly on its commercial site as specified in the Design Charter.

Some advertising operations highlight the possibility of downloading or accessing content offered or more generally being promoted (free period for example). They can only be carried out if the tariff details are shown next to the mention promoting the operation, with:

- a size greater than or equal to one-third of this mention and in accordance with the format of the tariff details defined in Article 1 A) 2.
- and, in the particular case of printed media, with a size greater than or equal to 2 mm. In this case, if the font size of the promotional mention is less than 2 mm, the size of the tariff details must be the same as that of the promotional mention.

The delivery of other content or access to another service of the Publisher or a third-party publisher

Internet+ Box Charters applicable as of 01/08/2018



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.

- **Service giving access to contents inside a Publisher's catalogue**

If the Service consists in accessing several contents within a catalogue of the Publisher, the User must be clearly informed within the communication, as well as of the number of contents accessible, by period in the case of Services with a subscription. These main characteristics must be clear, legible, intelligible and transparent. They may not be indicated only in the legal notices or footnotes.

- **Service giving access or enabling to download contents for mobiles**

When the Service consists in accessing or downloading one or several contents which can be used only on a mobile telephone, and the communication media is an Internet site but is not a mobile telephone, the Publisher must 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.

**D) Information on the essential 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.

- **Services not compatible with all terminals:**

When the promotion medium is such that it does not allow the Publisher to have the characteristics of the User's device, and the Service is not compatible with all devices, the Publisher will then invite the User to verify the compatibility of his device before accessing the payment procedure and makes a compatibility verification tool available to him.

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](http://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.

- **Services requiring a high-speed Internet access:**

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.

## **ARTICLE 2 ADVERTISING AND PROMOTION OF THE SERVICE**

Any advertising for a Service must be identified as such<sup>7</sup> 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.

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.

The Publisher is prohibited in particular 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.

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<sup>7</sup> Article 9 of the Code of the International Chamber of Commerce  
Internet+ Box Charters applicable as of 01/08/2018



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. 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.

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.

Internet+ Box Charters applicable as of 01/08/2018

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](http://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,

Internet+ Box Charters applicable as of 01/08/2018



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 <http://www.internetplus.fr>.

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



## **ALL RULES APPLICABLE TO THE DESIGN OF INTERNET+ BOX 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. It 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 shall send an SMS or email to the User, according to the identifier provided, containing the information enabling him to access his account and the Service subscribed, in particular his identifier and URL to access the Service.

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.

Internet+ Box Charters applicable as of 01/08/2018

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).

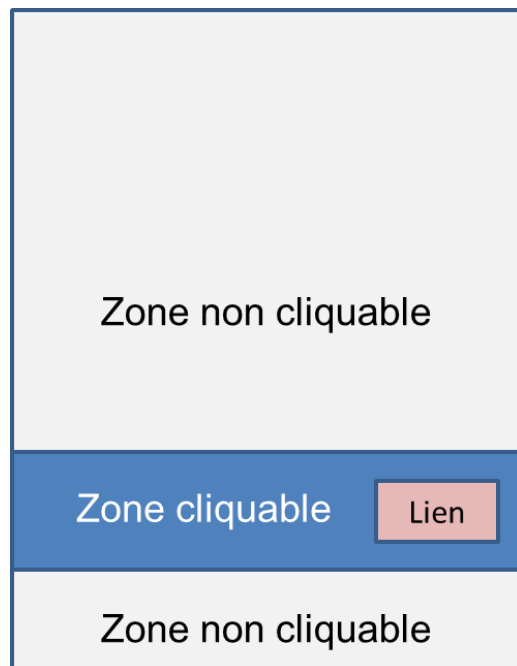
## ARTICLE 2: ACCESS TO THE OPERATOR'S PAYMENT PATH

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 a button (the "Link") containing an explanatory note, as defined in Article 1 A) 2. of the communication charter. This explanatory note must represent at least 40% of the height of the Link. It may not in any event be a promotional indication (for example: "offered", "gift", "free", etc.).



The Payment Path can only be accessed by clicking on the Link, with the exception of a mobile telephone when, for ergonomic reasons, the zone around the Link may be clickable and redirect to the Payment Path, as illustrated below.



Internet+ Box Charters applicable as of 01/08/2018



The User must have agreed to the General Terms and Conditions of the Service before being redirected by the Publisher to the Payment Path.

The User can only be directly redirected to the Payment Path from a digital medium containing all the information described in Article 1 of the Communication Charter.

No mobile application (apk., ipa files, etc.) may be automatically launched or downloaded from this page.

On this medium, the Publisher will show an Internet+ box logo from among those which are available in the Internet+ Brand Usage Kit (excluding pictogram). It is recommended that the Link is associated with this logo, so that the User clicks on the Internet+ logo to initiate the Payment Path.

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.

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>.

### **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**

Internet+ Box Charters applicable as of 01/08/2018



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 any or practically no contents, similar or the same, compatible with the User's device, the Publisher terminates the User's subscription if the Operator so enables, or, otherwise, invites him to unsubscribe, in a clear, explicit and visible manner.

#### **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:

Internet+ Box Charters applicable as of 01/08/2018



- 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](http://www.infoconso-multimedia.fr).

## **ARTICLE 7: INTERNET+ BOX CONSUMPTION TRACKING**

The Publisher undertakes to inform the user of how to access the consumption tracking of the Internet Service+ box, clearly and explicitly on its commercial site.

In addition, the Publisher must indicate on its site the text "Access the Internet+ consumption tracking on the following link: [Internet+ consumption tracking](#)" with "[Internet+ consumption tracking](#)" in a clickable link that redirects to the following URL: <http://www.infoconso-multimedia.fr/desabonnement>.

## **ARTICLE 8: 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.

Internet+ Box Charters applicable as of 01/08/2018



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 + box 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.

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Internet+ Box Charters applicable as of 01/08/2018