SMS+ Policy applicable from 30.10.2026

NB : In any case of difference between the current translation and the French version, please consider the French version as correct.

Preamble

The purpose of this Policy is to set out the rules governing professional conduct, communication, design and operation applicable to services offered to the public via the SMS+ Service.

The main purpose of the Policy is, in particular, to:

- ensure that the information provided to the End User is accurate, clear, prominent, legible and understandable;
- ensure fair practices in the communication, design and operation of SMS+ Services;
- prevent practices that are misleading, aggressive, fraudulent or likely to lead to excessive consumption;
- protect End Users, in particular minors;
- ensure compliance with applicable laws, regulations, decisions of competent authorities, professional recommendations and contractual obligations.

This Policy must be interpreted in the light of the applicable rules on consumer protection, electronic communications, intellectual property, data protection, advertising and the protection of the public.

It applies to any Service Provider using a short SMS+ number to provide an End User with a service accessible via SMS, including where that service provides access to digital content or a digital service on another platform.

Each stakeholder must incorporate this Policy into their contracts with their sub-contractors and/or service providers. The term ‘stakeholder’ means all parties involved in the process from the creation and delivery of the SMS+ Service right through to the End User(s). It applies to: operators, operators’ partners, intermediaries, technical platform manager(s) and software providers
Compliance with this Policy does not exempt the Provider or the parties involved in the creation and provision of the SMS+ Service from complying with all laws, regulations, decisions of competent authorities, professional recommendations and contractual obligations applicable at the time the service is provided.

Additional provisions to this Policy may be included in the contracts between the various parties involved in the provision of the SMS+ Service.

Definitions

Application: An application means a type of service.

- Category 1 Applications enable, via the Provider's Services Platform, an End User who sends an SMS:
  - to receive content or take part in an event via a limited and pre-announced number of SMS exchanges,
  - to chat one-to-one with a host.
- Category 2 Applications enable an End User to exchange text messages indirectly with other Users who are identified and registered with the Service. Text messages exchanged between Users must be sent via the Provider's Service Platform.

All Services provided via a single SMS+ Short Number may only correspond to a single Application category.

Autofill: A method of initiating a Service whereby the End User is directed to the SMS composition interface on their mobile device, with the recipient's number and/or the text of the SMS-MO pre-populated.

Button or Link: A clickable interactive element, integrated into a digital medium, which triggers the opening of the SMS composition interface in Auto-fill mode on the User's device.

Donation: Donation paid by the End User via text message. These SMS Donations are not part of the SMS+ offer.

(Service) Administrator: A legal entity (company, association, public authority or similar body) which, as the holder of a Short Number, makes one or more Services available to the public, is responsible for the design, selection, organisation and presentation of the content, and assumes editorial responsibility for them.

Interaction: A deliberate action carried out by an End User whilst using a Service, resulting in an SMS-MO or an SMS-MT.

Price Information: Information intended for the End User, clearly, visibly and unambiguously stating the rate applicable to the Service associated with a Short Number, including the cost of the text message.

Short Number: A five (5)-digit mobile telephone number, used for sending and receiving SMS-MO and SMS-MT messages as part of the provision of the Services, and linked to an Application category and a Tier that determines its general terms and conditions of use and pricing.

Operator: Category 1 electronic communications operators, operating a mobile radio network open to the public and providing mobile communications services to the public, and Category 2 operators.

Tier: Short Number classification level, defined by the first digit of the Short Number, and associated with a service and a maximum rate applicable to text messages.

Services Platform: A set of technical resources enabling the management, routing, processing or delivery of SMS-MO and SMS-MT as part of a Service.

Service or SMS+ Service: A service provided to the public via a Short Number, access to which is facilitated by the sending and/or receiving of SMS-MO and SMS-MT messages as part of a relationship with an End User, whether free of charge or for a fee, or with a view to receiving remuneration.

SMS: means an SMS-MO and an SMS-MT.

SMS-MO (Mobile Originated): An SMS message sent by an End User to a Service or a Short Number.

SMS-MT (Mobile Terminated): An SMS message sent by a Service to one or more End Users.

Ticketing: A transport, parking or ticket purchase made by the End User via text message. These SMS purchases are not part of the SMS+ offer.

User or End User: A natural person using a Service who may send or receive SMS Messages in this context.

ETHICAL RECOMMENDATIONS FOR SMS+ SERVICES

The SMS Service Provider, hereinafter referred to as the 'Provider', must comply with these rules applicable to SMS+ Services (hereinafter referred to as the 'Services'). In addition, compliance with these rules does not exempt the Provider from complying with the laws, regulations and decisions of the competent authorities in force at the time the Service is provided.

ARTICLE 1 – INFORMATION FOR END USERS

The Service Provider will communicate to the End User, or make available to them, in a clear, legible and unambiguous manner, by any appropriate means, and in accordance with the Communication and Design Policies:

- information relating to the trader's identity, physical address, email address and telephone contact details, as well as, where applicable, their registration number in the Trade and Companies Register and their VAT registration number, in accordance with the provisions of the Act of 21 June 2004 on Consumer Confidence in the Digital Economy concerning Electronic Commerce (Article 19 of Act No. 2004-575 of 21 June 2004) and the general pre-contractual information obligations under the Consumer Code (Article L111-1 of the Consumer Code ; Article R111-1 of the Consumer Code, and, where applicable, Articles L221-5 and R221-2 of the Consumer Code);

- pricing information relating to the service, including the total price inclusive of all taxes, the costs associated with the use of the means of distance communication (cost of SMS+ and any subscription fee), as well as, where these cannot be determined in advance, the method of calculating these charges, in accordance with the provisions of the Consumer Code on pre-contractual information and misleading commercial practices (Article L111-1 of the Consumer Code ; Article R111-1 of the Consumer Code ; Article R221-2 of the Consumer Code ; Article L121-3 of the

  Consumer Code` ; Article L112-1 of the Consumer Code) and the Act of 21 June 2004 on Confidence in the Digital Economy (Article 19 of Act No. 2004-575 of 21 June 2004) ;

- the essential characteristics of the service, including the nature of the content provided, the frequency of messages, any additional features and the essential conditions necessary for the provision of the service (technical requirements, device compatibility, duration of the contract), in accordance with the pre-contractual information obligations set out in the Consumer Code (Article L111-1 of the Consumer Code ; Article R111-1 of the Consumer Code ; https://www.doctrine.fr/l/texts/codes/LEGITEXT000006069565/articles/LEGIARTI000032807238?originalQueryKey=f74e8632-abfb-44f2-995d-5a39f13c7c81-1&sourcePage=Assistant&source=assistant-chatbot

- all the information enabling the end user to make a complaint and exercise their rights, in particular the procedures for handling complaints, the contact details of the relevant consumer ombudsman(s) and, where applicable, the conditions and procedures for exercising rights, in accordance with the provisions of the Consumer Code relating to pre-contractual information and recourse to a consumer ombudsman (Article L111-1 of the Consumer Code ; Article R111-1 of the Consumer Code ; Article R221-2 of the Consumer Code).

Furthermore, the Provider will include the following in the SMS-MT messages required for the provision of its Service, which he sends to End Users:

- message header, the trade name of the Service,
- the pricing information specified in Article 1(A) of the Communications Policy:
    - whenever the End User's spend on a single Service reaches a threshold of EUR 5 including VAT, i.e. every five euros including VAT, in the case of Services falling within categories 1 and 2,
    - in the first SMS-MT, in the case of Services falling within Category 1, where the maximum number of SMS messages required to provide the Service is known to the Provider, and where the total price of the Service may exceed 5 euros including VAT,
    - in the first SMS-MT, in the case of Services falling within categories 1 and 2, where the Service requires multiple SMS exchanges, the number of which is unknown to the Provider,
    - in every SMS-MT sent by the Provider, in the case of Services requiring an access code or involving interaction, as defined in the Design Policy.

The Provide will enable the End User to ascertain the frequency of updates or maintenance of the Service, in particular by providing the date and/or time where these are necessary to ensure the End User is fully informed.

Where the Service requires the use of personal data or private information, or where the End User may be encouraged to provide such information (for example, in matchmaking services) the Provider will inform them of the use that may be made of such data (in accordance with Act No. 78-17 of 6 January 1978 on information technology, data files and civil liberties, as amended in particular by Act No. 2018-493 of 20 June 2018 on the protection of personal data).

Where the Service is, by its very nature, subject to specific restrictions, the Provider will notify the End User accordingly.

ARTICLE 2 – LOYALTY OF SERVICE PROVISION

2.1 Loyalty towards End Users

The Provider will provide a loyal service. To this end, the End User must not, under any circumstances, be misled regarding the content, prices, features or terms and conditions of provision of the Service offered.

The Service must be provided in full at the rate quoted to the User. Where the Service requires several SMS exchanges, all such exchanges must be carried out using the same SMS+ Short Number. Furthermore, any initiation of a payment process for a Service via SMS+ must result in the full delivery of the Service without the involvement of any other payment solution.

The Provider will not provide a Service without the User's explicit and informed consent, in particular in the case of Interactions (as defined in the SMS+ Design Policy).

Any advertising within the Service must be identified as such.

The Provider must not use an End User's contact details – in particular their telephone number – without their express consent, and must comply with the relevant laws referred to above, as well as with the recommendations of the French Data Protection Authority (CNIL).

Similarly, in the case of the purchase or hire of files (e.g. a video), the Provider will ensure that its supplier complies with the laws and regulations in force in France, whilst the Provider remains liable.

The Provider must never collect personal information from the End User without the User's explicit consent.

The Provider must immediately amend or remove an End User's personal information from its Service as soon as the End User has complained that such information was published on the Service without their consent.

Apart from personal information, the Provider must not ask the End User to send, via SMS-MO, any information that is not necessary for the provision of the Service or that has no direct connection with it, either within the Service's user interface or in its communications.

The Provider, based on the information provided by the End User or the Operator, must not initiate or continue a Service that cannot be delivered to the End User for any reason whatsoever, and, where applicable, will inform the End User accordingly.

2.2 Loyalty towards professional entities

Generally speaking, the Provider must not in any way damage the image or reputation of the institutions and bodies involved in drawing up the rules governing this activity.

He will not use any trademark or company name to promote his Service without the express consent of the entity holding the rights.

2.2.1 Loyalty towards competing Providers

The Provider must:

- must compete fairly and will, in particular, refrain from interfering with a third-party service with the intention of disrupting its proper functioning, harming a competing publisher or diverting its Users,
- carry out the necessary checks to ensure that the name and access number of its Service do not give rise to confusion with those already in use, or infringe the rights of third parties,
- The Publisher must refrain from any practice that might, even potentially, cause confusion between itself and a competing Provider, or between its Service and the Services of competing Providers.

2.2.2 Loyalty towards Operators

The Provider undertakes not to damage the image or reputation of the Operators in any way.

He must:

- comply with the purpose of his Service as set out when the contract with the Operator was signed or in any subsequent amendments to that contract,

- refrain from any practice that might, even potentially, give rise to any confusion between himself and the Operators or between his Service and the Operators' services.

2.2.3 Loyalty towards rights holders

The Provider will provide a Service that does not infringe or misappropriate any patent, trademark, copyright or any other intellectual property right of a third party.

The Provider is responsible for obtaining the necessary authorisations from the relevant copyright organisations for the reproduction and distribution of works or extracts from works used in connection with the Services, and for paying the remuneration due in respect of reproduction rights and the communication to the public of such works or extracts from works (royalties payable to the Society of Authors, Composers and Music Publishers (SACEM) or other copyright organisations).

ARTICLE 3 – SCOPE OF SERVICES

The Provider assumes full responsibility for the Service provided.
Certain Services are subject to specific rules with which the Provider must comply, such as the following:

3.1 Consultancy services

The Provider must inform the End User that the information and advice provided as part of its Service is for guidance only and must state the names of the authors.

3.2 Distance-selling services

The payment service provided by the Operator to the Provider must not, in itself, be used as a means of payment for goods or Services other than Services provided via SMS.

3.3 Matchmaking services for registered End Users

The Provider of a service such as a chat room, forum, messaging service, etc., must identify End Users (by whatever means) and must monitor the public content posted by them.

He will make the public aware, by any means appropriate to the communication medium used, of the rules of conduct in accordance with these recommendations.

The Provider will refrain from offering Services involving the direct, simultaneous or near-simultaneous exchange of text messages (SMS) between unidentified End Users.

Indirect text messaging between an End User and other End Users who are identified and registered with the Service (Chat) will only be permitted within the context of Category 2 Applications.

3.4 Prize-draw services and lotteries

The Provider undertakes not to organise games of chance within the meaning of activities offering the public the prospect of a prize due, even partially, to chance and involving a financial outlay on the part of participants; such games are prohibited except in the cases expressly provided for by law, in particular games subject to exclusive rights, traditionally authorised betting and lotteries (Article L320-1 of the Internal Security Code, Article L320-6 du Code of the Internal Security Code, Article L322-4 of the Internal Security Code, Article L322-9 of the Internal Security Code).

Competitions and lotteries organised by the Provider may only take the form of authorised promotional campaigns, aimed at awarding a prize or benefit by means of a prize draw or an element of chance, provided that they are not unfair within the meaning of the rules governing commercial practices and that they fall within the scope of the advertising regulations referred to in paragraph 7 of Article L.320-6 and Article L.121-20 of the Consumer Code (Article L320-6 of the Internal Security Code, Article L121-20 of the Consumer Code).

Where the Provider organises competitions or prize draws as part of television or radio programmes, or within a press publication within the meaning of the Act of 1 August 1986, such activities will constitute a supplement to said programmes or publications only, and the competition rules will provide for the possibility for participants to be reimbursed for their entry fees, of which they are informed in advance (Article L322-7 of the Internal Security Code, Article 1 of the Act of 1 August 1986).

Regardless of how the competition operates, the number of exchanges between the End User and the Provider will be limited and will be brought to the End User's attention, in particular in the manner set out in Article 1(C) of the Communications Policy.

3.5 Advertising services

The Provider must:

- verify the accuracy of the advertisements, and
- ensure that the necessary updates are carried out.

3.6 Stock market information services

This Publisher complies with relevant regulations in this area, as well as the recommendations and/or guidance issued by the Autorité des Marchés Financiers (AMF, the French Financial Markets Authority), in particular:

- the Guide to Ongoing Disclosure and the Management of Inside Information
- any recommendations intended to enable the public to assess the scope and reliability of the information to which they have access via a Service[1]
- any recommendations relating to the online publication of financial information by listed companies, which are intended to supplement the previous recommendation.[2]

3.7 Donation and Ticketing Services

- Any appeal for public generosity (donations) must under no circumstances involve the SMS+ payment method
- Under no circumstances may Ticketing use the SMS+ payment solution.

3.8 Services that make use of a reward

Regardless of the Service, Regardless of the Service, any form of direct or indirect reward (for example, a prize, a voucher, access to another Service, a promise of a higher chance of winning in prize draws and lotteries, etc.) that is directly linked, in whole or in part, to the number of text messages sent or received will be prohibited.

3.9 Services providing access to a financial consideration

Services that enable the End User to receive a financial consideration, however small, whether direct or indirect, certain or virtually certain, in connection with the sending or receiving of one or more text messages are prohibited.

[1] Former Recommendation No. 87-01: https://www.amf-france.org/fr/reglementation/doctrine/doc-2016-08
[2] Former Recommendation No. 93-01

By way of illustration, in the context of a prize draw service offering a chance to win a prize, the financial consideration will be regarded as certain or virtually certain where both of the following conditions are met:

- Lack of genuine competition from other players,
- A genuine absence of any intervention by fate, or an absence of any real difficulties (relating to logic, knowledge, skill, agility or cunning).

3.10 Services that use facilitators

Where the Service uses facilitators (whether individuals or automated systems), the Provider must state this in the description of his Service and bring it to the attention of Users.

3.11 Specific features of Tier 3 (as defined in the policy 'Set of Rules Applicable to the Design of Services')

Level 3 Services are a distinctive feature. They enable us to offer free services such as:

- Personal care services
- Alert services
- Customer notification services
- Etc.

As such, they are not covered by this Policy.

ARTICLE 4 – PROTECTION OF USERS, YOUNG PEOPLE AND MINORS

4.1 Obligations towards all Users

The Provider must not use or suggest depicting activities that contravene laws and regulations in force and, in particular, must not make the following messages or content available to the public, which:

- by their very nature, are likely to undermine respect for human beings and their dignity, equality between women and men, and the protection of children and young people,
- encourage the perpetration of crimes and/or offences, or inciting the use of prohibited substances or suicide,
- incite discrimination, hatred or violence.

Consequently, the Provider must constantly monitor information intended for public dissemination, so as to remove, prior to publication, any messages that may contravene the laws and regulations in force.

The Provider must refrain from infringe upon the privacy of others by intercepting, recording or transmitting words or writings expressed in a private or confidential capacity without the author's consent.[3]

The Provider must guarantee the End User data confidentiality and the right to withdraw consent or amend their data, as provided for by the CNIL.

The Provider must protect his files from any fraudulent attacks to which his data processing system might be subject.[4]

[3] Articles 226-1 to 226-2 of the Criminal Code
[4] Article 323-1 et seq. of the Criminal Code.

The Provider undertakes to limit the number of text messages and reminders sent to any one User, in accordance with the limits and best practices set out in the operators' policies and contracts.

4.2 Obligations towards young people

Services aimed at young people must, in particular, not contain any section, message or advertisement that:

- might be offensive to young children and minors,
- portrays in a favourable light any behaviour generally regarded as reprehensible, or
- encourages young children and minors to access other paid online services
- of a violent or pornographic nature.

The Provider also undertakes not to advertise high-cost Services to young children and minors.

4.3 'Adult-only' services

Adult-only services[5] are prohibited on the SMS+ payment solution.

[5] https://www.arcom.fr/se-documenter/ressources-pedagogiques/protection-des-mineurs

SET OF RULES APPLICABLE TO COMMUNICATION REGARDING THE SERVICE

The Provider will comply with applicable laws and regulations and, where relevant, the recommendations of relevant authorities, such as those of the Regulatory Authority for Audiovisual and Digital Communications (ARCOM), the Professional Advertising Regulatory Authority, the Directorate-General for Competition, Consumer Affairs and Fraud Control (DGCCRF), as well as this Communications Policy, in all communications and promotional material relating to the Service.

In the case of audiovisual media (television and radio programmes), communication is also governed by ARCOM's regulations, in particular with regard to the identification of commercial communications, the protection of audiences and the regulation of on-air games and interactive features. For example, clearly displaying the price of the text message, using the same font size as the number displayed. (please see the Decision of 4 December 2007 on the Promotion of Premium Rate SMS and Telephone Services[6])

Where a Service that is not available, in whole or in part, simultaneously on the networks of at least three of af2m's member Operators (French Association for the Development of Multi-operator Multimedia Services and Uses https://af2m.org/), the Provider must clearly and legibly state the name of the Operator or Operators through whom the Service is available, in whole or in part, in any communication relating to its SMS+ Short Number.

ARTICLE 1 INFORMATION FOR END USERS

In any promotional material for the Service, the Provider must comply with the following rules.

In particular, MT text messages containing a URL that redirects to a web page promoting a Service are regarded as promotional material. Advertising banners and links are regarded as promotional media.

Printed materials (magazines, posters, etc.) and digital billboards, etc., are also be considered promotional material.

Please note: the list of media formats above is not intended to be exhaustive.

A) Pricing information

1. Pricing information

In any communication relating to the SMS+ Short Number allocated to it, the Provider must clearly state the following pricing information:

- for Category 1 Applications, where the provision of the Service requires a single exchange, or multiple exchanges of SMS messages, the number of which is known to the Provider, one of the following two pricing statements, at the Provider's discretion:

[6] please see the Decision of 4 December 2007 on the Promotion of Premium Rate SMS and Telephone Services: https://www.legifrance.gouv.fr/jorf/id/JORFTEXT000017787393

- "X EURO per Service + n text messages", where X is the total price of the Service including VAT, and n is the number of exchanges required to complete the Service. The term 'Service' may be replaced by a term that describes the nature of the Service more precisely and explicitly (for example, 'X EURO per download', 'X EURO per vote', 'X EURO per code', etc.)
- "n × X EURO + SMS charge", where X means the price of the premium-rate SMS including VAT, and n is the number of exchanges required to complete the provision of the Service.

In the case of prize draws, where he is only aware of the maximum number of exchanges, the Publisher may precede the Pricing Information with the words 'maximum' or 'up to'.

- for Category 1 Applications, where the provision of the Service requires multiple SMS exchanges, the number of which is unknown to the Provider (for example, in the case of a chat with a host), or for Category 2 Applications, the pricing information 'X EURO per SMS + SMS price', where X refers to the price of the Service including VAT.

  - The term 'SMS price' can be replaced by the term 'SMS cost',
  - In this case, the term 'SMS' may be replaced by a term that describes the nature of the Service more precisely and explicitly (for example, 'X euros per question').

In all the above cases, the word 'EURO' or 'EUROS' must be written out in full. The € symbol may also be used provided it is displayed correctly on the communication medium.

Notwithstanding the above, where the communication medium is an SMS-MT, a text-based web advert link not exceeding 100 characters, or a web banner advert with a width of 240 pixels or less:

- The terms 'EURO' or 'EUROS' may be replaced by 'EUR'
- The word 'per' may be replaced by the symbol '/'

Furthermore, the Provider must clearly state:

- the cost of the redirection if the SMS-MT sent to the end user offers a redirection to a telematics service accessible via a mobile device,

- the fact that http/https connections are subject to a charge if the provision of the Service requires such connections to be established. This chargeable service must be confirmed by text message upon delivery of the URL,

- with the pricing details of any new Service promoted by the Provider included in a reply text message to the User.

2. Format and positioning of pricing information

2.a) Any reference to the Short Number must be accompanied by details of the rates charged. Pricing information must always be displayed alongside the Short Number or the Call-to-Action button, where applicable. No reference may be made to the rate information by means of an asterisk or any other cross-reference.

The size of the pricing information must be similar to, or at least equal to, one third of the font size used for the Short Number or the Call-to-Action button, where applicable. Online, the font size of the price label must be at least 12 pixels. On other media, it must comply with the regulations in force.

Illustration:



€4.50 per text message

2.b) Pricing information must, under all circumstances, be legible, clear and unambiguous.

- The font used must be one of the following: Arial, Calibri, Verdana, Helvetica
- The case (lower-case / upper-case) used for the price details in Article 1(A)(1) must be adhered to,
- The contrast between the colour of the pricing information and the background against which it is displayed must be at least 80 per cent,
- The background on which the pricing information is displayed must be plain, with no other text or graphic elements around the pricing information within a distance at least equal to the size of such information,
- The colour used for the pricing information must be the same for all characters in the pricing information,
- Pricing information must be presented horizontally.
- The spaces between the various terms in the pricing information must be maintained.

2.c) In the case of promotional or advertising messages in print, the minimum size of the pricing information is 2 mm. Where the font size of the Short Number is less than 2 mm, the font size of the pricing information must be the same as that of the Short Number.

2.d) In the case of promotional or advertising messages broadcast on television or shown in cinemas, pricing information may be included in a fixed banner, to the exclusion of any other information. This banner must cover at least 7 per cent of the screen's height and the entire width of the screen. It is located at the bottom of the screen and must remain visible for the entire duration of the advert. Pricing information must be centred within this banner; its size must be 40 per cent of the banner's height and must comply with the requirements set out in paragraph 2(b)[7].

2.e) In the case of promotional or advertising messages broadcast on the radio, pricing information must be audible. It must be listed immediately after the last instance of the Short Number.

[7] https://www.arpp.org/wp-content/uploads/2017/11/CST-RT-018-TV-Zones-s%C3%A9curit%C3%A9-Titres-et-bandeaux-en-publicit%C3%A9-TV-v3-0-2017.pdf

2.f) In the specific case of communications on a website, where the End User is encouraged to continue sending text messages to a Short Number, as part of the Service or when registering for the Service, without that Short Number being mentioned, the pricing information must be displayed alongside the text encouraging the End User to send a text message. In this case, the size of the pricing information must be at least half the size of the characters used for the text prompting the recipient to send a text message.

Example:

- Category 1 application (prize draws): “Please reply with 1 or 2 to the question you’ve just received by text message”

2.g) The specific case of SMS+ Interactions is described in Article 6 of the Design Policy.

2.h) In the specific case of audiovisual media (television and radio programmes), communication is also governed by ARCOM regulations, particularly with regard to the identification of commercial communications, the protection of audiences and the regulation of on-air games and interactive features. For example, clearly displaying the price of the text message, using the same font size as the number displayed.

B) Information regarding the identification of the Service and the Provider

In any communication relating to its Service, the Provider must:

- refer to his Service by the trade name it registered with af2m at the time of reserving that Short Number,
- include, in the header of any text message sent from the SMS+ Short Number allocated to it, the trading name registered with af2m at the time that Short Number was reserved.

The trade name of the Provider’s Service must be sufficiently distinctive to enable it to be identified. It must not, therefore, consist of a generic, common or necessary term for the Service provided to Users.

af2m and each of its member operators reserve the right to reject a trade name for a service, in particular:

- a name that replicates a well-known trademark, unless there is formal proof of authorisation from the rights holders to do so,
- a name containing ‘+’ or ‘plus’, except where the Provider can claim prior rights to the SMS+ trademark in respect of the registered Service name, and in the case of well-known trademarks,
- a name that replicates the SMS+ Short Number assigned to the Provider or any other name that replicates a five-digit number sequence.

In any communication relating to its Service, the Provider must:

- avoid any confusion between himself, af2m and the operators,
- disclose to the public his identity as specified in the contract signed with the Operators, so that End Users of his Service may assert their rights directly with the Provider in the event of a complaint,
- include either the keyword ‘CONTACT’, specifying that by sending this to the Service’s Short Number, the End User can obtain all relevant information, in particular to exercise their rights in the context of a complaint, or the contact details for the User Support Service.

Where the Publisher involves a partner in the communication relating to its Service, the Provider must

- include the words 'provided by', followed by his company name and RCS number,
- include, in the header of every SMS-MT message sent from the SMS+ Short Number, the name of the Service as presented to End Users in all communications relating to the Service, which may differ from the name declared by the Provider to af2m.

Information regarding the identification and description of the Service and the Provider will be provided and updated on an ongoing basis on the extranet set up for this purpose, which can be accessed at the following address https://extranetafmm.fr/.
The URLs, keywords and descriptions approved on the af2m extranet must be included in the customer journeys.

C) Information on the key features of the Service

The key features of the Service must be presented in a clear, legible, comprehensible, transparent and comprehensive manner. They cannot be included solely in the legal notices or footnotes.

The content provided as part of the Service must match the Service as described, regardless of the medium. It must include a text introducing the Service and an illustrative image relating to that Service. This text and this illustration must enable the Customer to identify the Service provided without any ambiguity. The text must be written in French. For example, descriptions or illustrations such as 'download' or 'continue', which describe the action required of the Customer without providing a precise description of the Service, are prohibited.
Signing up for the Service must not be encouraged by creating a sense of urgency that suggests the consumer should take immediate action. For example, it is prohibited to display a "timer" or to imply a time limit that forces the End User to make a purchase in a hurry. Any activity of this kind is prohibited.
The nature of SMS means it is not possible to provide a so-called 'real-time' service. The Provider must therefore not imply that the content is real-time.

- **Category 1 or 2 applications requiring the User to register or meet certain eligibility criteria beforehand**

In the case of Category 1 or 2 Applications relating to Services that require the User to register or meet certain eligibility criteria in advance, the Provider must specify the number of text messages required for such registration or eligibility assessment, irrespective of the provision of the Service (for example, '2 text messages for registration').

In addition, the Provider must refer to the website https://www.surmafacture.fr/ in all communications on digital media by including a hyperlink to the website's URL.

Some advertising campaigns highlight the option to download or access content that is being offered free of charge or, more generally, as part of a promotion (such as a free trial period). They may only be applied if the pricing information described in Article 1(A)(1) is displayed alongside the statement highlighting this option, along with:

- a size equal to or greater than one-third of this description and in accordance with the format for price descriptions set out in Article 1(A)(2),
- and, in the case of printed materials, with a size of 2 mm or greater. In this case, if the font size of the promotional message is less than 2 mm, the font size of the price information must be the same as that of the promotional message.

The provision of any other content or access to any other Service provided by the Provider or a third-party provider must not be made conditional upon, linked to or dependent on the purchase of a Service. Consequently, practices that involve encouraging the End User to send a premium-rate text message in order to enter a prize draw, find out their prize, view the results of a test, access other content or Services, etc., are prohibited, even if the Service actually provided once registration is complete is permitted. In particular, the practice known as 'content locking', or tied selling, is prohibited.

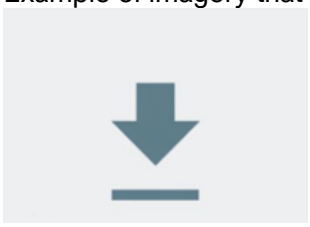
- **Service providing access to content within the Provider's catalogue**

If the Service involves accessing multiple items of content within the Provider's catalogue, the End User must be clearly informed of this in the communication, along with the number of items of content available... These key features must be clear, legible, comprehensible and transparent. They cannot be included solely in the legal notices or footnotes.

- **Services whose primary purpose is to facilitate downloading (Wallpapers, Photos, Music, Ringtones, Executable content, Videos, etc.) within the context of Category 1 Applications:**

In any communication concerning Services belonging to Category 1 Applications, the primary purpose of which is a download, the Provider must explicitly inform the End User that the Service consists of downloading one or more items of content. In addition, for Category 1 Applications, content can only be ordered by sending an SMS-MO containing a keyword specified by the Provider.

Example of imagery that should not be used in the Department's presentation materials:









- **Prize draw services**

In any communication relating to prize-draw services, the Provider must explicitly inform the End User of the number of entries – whether a fixed number or a maximum number – required to stand a chance of winning the prize mentioned in the communication. With regard to this information, a reference to the competition rules is not sufficient.

- **Content access or download service for mobile devices**

Where the Service involves accessing or downloading one or more items of content that can only be used on a mobile phone, and the medium of communication is a website but not a mobile phone, the Provider must clearly state that such content is available only on mobile phones. There must be no ambiguity as to whether this content might also be available on another device.

D) Information on the key requirements for providing the Service

The Provider must clearly and explicitly inform the End User of any material restrictions that may prevent or limit the proper provision of the Service.

If the Service does not offer content compatible with the majority of Users' mobile phones, the Provider must clearly state this in any promotion of the Service. (E.g.,: (Service compatible with iPhone or Android only).

In addition, where a promotion allows the user agent to be identified, the Provider must not offer a Service that is not compatible.

ARTICLE 2 – ADVERTISING AND PROMOTION OF THE SERVICE

Any advertisement for a Service must be identified as such [8] and must comply with all legal obligations and the ARPP's guidelines. In particular:

- The explicit identification of the advertiser and the commercial communication;
- Such identification "may be achieved by any clearly perceptible means that makes the advertising nature of the message immediately and unambiguously clear to the consumer".

The Provider complies with the rules in force, in particular those relating to communications with children, in accordance with the principles set out in Articles 18 and 19 of the International Chamber of Commerce (ICC) Code and the ARPP's Recommendation on Children (Recommendation on Children – ARPP)

The Provider must not, in any promotional material for the Service, mislead End Users regarding the content, prices, features or terms of provision of the Service offered.

In particular, the Provider undertakes not to create confusion between his Internet communication media of any kind (banners, call-to-action buttons, etc.) and the context in which they appear – whether through their wording or their position on the page on which they appear. For example, the practice of placing a button on or near a video on a video-streaming website, leading the End User to believe that they will be able to play that video, when in fact the Button links to the Provider's Service, is prohibited.

In line with the ARPP's recommendations:

[8] Article 9 of the Code of the International Chamber of Commerce, available online: https://iccwbo.org/wp-content/uploads/sites/3/2023/06/ICC-Advertising-and-Marketing-Communications-Code-FRENCH.pdf

- advertising must not contain any statement or visual representation that is contrary to what is considered appropriate according to generally accepted standards,
- advertising must not condone any form of discrimination, including discrimination on the grounds of race, national origin, religion, gender or age, nor must it in any way undermine human dignity,
- advertising must not contain any incitement, nor must it appear to condone or encourage unlawful or reprehensible behaviour.

The Provider must not advertise, either directly or indirectly, any Service that contravenes these guidelines.

He must comply with all applicable laws and regulations governing the communication of information relating to regulated products, Services or content.

Any promotion within a Service, relating to other content or a paid Service, must be clearly separated and placed after the content or Service(s) pertaining to the provision of the Service.

Prohibition on the use of affiliation

The Provider undertakes to ensure that all his advertising activities will be managed by himself.
'Control of advertising operations' means that the Provider must, at all times:
- be able to influence the distribution of its advertising messages: placements, interruptions, modifications, etc.
- be able to ensure that all creative content provided has been approved by him in advance.
In addition, the use of affiliate marketing practices based on a cost-per-action (CPA) payment model and involving a chain of intermediaries will not be permitted in the customer acquisition strategy for services using the SMS+ payment solution.
The Provider therefore undertakes to implement a strategy for acquiring users via controlled traffic, which is achieved in particular through the following sources: Google (Search, Display), social media, programmatic buying (via DSPs and on ad exchanges), direct buying from advertising agencies (media sites, mobile operators, native advertising networks, video advertising networks).
Moreover, the use of media buying does not exempt the Provider from implementing solutions to monitor his advertising activity, in particular to:
- Detect any abnormal behaviour,
- Monitor all his traffic in real time.

Services classified as 'not recommended for under-16s'

The promotion and presentation of a Service falling within the 'not recommended for under-16s' category, as defined by the Internet Rights Forum's Recommendation on the classification of mobile multimedia content published on 17 October 2006 (available at https://af2m.org/https://af2m.org/https://af2m.org/), must not include:

- neither any content falling within the 'Adults Only' category, as defined by that same recommendation, regardless of its nature (images, videos, text, etc.);
- nor any information:
    - referring to pornography (e.g.,: 'porn video', 'X-rated film');

- referring to the requirement to be of legal age to access the Service (e.g.,: 'for adults only', 'no under-18s', …);
- suggesting that the Service contains pornographic content (e.g. the inclusion on an image of labels such as 'censored' or symbols implying that the images hidden and/or obscured by these elements are of a pornographic nature).

Where a web page contains promotional material for the Service (e.g. an advertising banner), as well as other elements not relating to the Service, the Provider will ensure that these other elements do not contain any content falling within the 'Adults Only' category, whatever its nature (images, videos, text, …), particularly on web pages preceding the payment process, so that there is no possible ambiguity for the End User regarding the nature of the Service.

On all online platforms featuring the Short Number, excluding those relating to audiovisual communications, the Provider will display the following logo, accompanied by the statement: 'This service contains content not suitable for under-16s. '



ARTICLE 3 – SPECIFIC ASPECTS RELATING TO DIRECT MARKETING

3. A) The Provider must not engage in commercial practices deemed to be aggressive, as defined in Articles L.121-6 and L.121-7 of the Consumer Code.

The Service Provider therefore undertakes not to:
- engage in repeated or undesired solicitation by any means of remote communication,
- give the impression that the End User has already won, will win or will win a prize or other equivalent benefit by performing a particular action, when in fact:
  - either no prize or equivalent benefit exists,
  - or the performance of an action relating to the claim for the prize or equivalent benefit is conditional upon the End User being required to pay money or bear the cost,
- pose as a private individual.

The Provider must comply with the provisions of Article L 34-5 of the French Postal and Electronic Communications Code, in particular:
- The Provider undertakes not to carry out direct marketing, by any means whatsoever, using, in any form whatsoever, the personal data of a natural person who has not given their prior consent to receive direct marketing by that means,
- Direct marketing is permitted:
  - provided that the recipient's contact details have been obtained directly from them, in accordance with the provisions of the Data Protection Act,
  - in connection with a sale or the provision of services, provided that the direct marketing relates to similar products or services supplied by the same natural person or legal entity, and provided that the recipient is offered, expressly and unambiguously, the option to object, free of charge (apart from any costs associated with sending the refusal) and in a straightforward manner, to the use of their contact details whenever these are collected and whenever a marketing communication is sent to them.

In any event, the frequency of contact for the purposes of direct marketing must be reasonable and must not cause a nuisance to the User.

Moreover, in accordance with the CNIL's recommendations, the Provider will not use the personal data collected from prospective customers and will delete it no later than one year after the last contact from them or if they have failed to respond to two successive enquiries.

3. B) Self-promotion

If the self-promotional content is linked to the provision of the Service subscribed to by the User, the Provider must ensure that this content appears after the content relating to the provision of the Service (that is to say, depending on how the Service is provided, either the content of the Service or the link providing access to the Service).

Apart from the provision of the Service, the sending of self-promotional content from a Short Number to an End User is permitted provided that the Provider complies with the following conditions:
- delivery can only take place from Monday to Saturday, between 8.00 am and 10.00 pm, excluding public holidays, or, failing that, within one hour of the End User sending the last SMS-MO;
- the text message must be free of charge for the User.

For Services falling within categories 1 and 2, self-promotional content may only be sent once the content ordered by the User has been delivered in full.

The Provider must not send each End User more than three (3) SMS-MT messages containing self-promotional content per week following the last SMS-MO message sent by the User.

Additionally, SMS-MT messages containing self-promotional content must be sent within 60 days of the End User making a purchase or taking out a subscription, or, if no purchase has been made, within 60 days of the End User giving their consent to receive such messages.

As part of a television or radio programme, any self-promotional content may be broadcast as part of the programme, including on Sundays and public holidays between 8.00 am and 10.00 pm.

The promotional nature of a self-promotional message must be clearly identified as such. The Provider's name or the trade name of the Service, as registered with af2m, must be stated in the header of the self-promotional content. Self-promotional content must consist exclusively of advertising or promotional material relating to the Service used by the End User or similar Services published by the same Provider and accessible via a mobile device. Where the promoted Service is not the Provider's Service but a third party's Service, the transfer of the End User's personal data must be expressly authorised by the End User.

Self-promotional content must consist exclusively of advertising or promotional material intended for the general public or for an audience corresponding to an age group that is lower than or equal to the one previously selected by the End User; these age groups are determined in accordance with the 'Classification of Mobile Multimedia Content' recommendation issued by the Internet Rights Forum. Any text or content of a pornographic or violent nature is prohibited.

The Service promoted in the self-promotional content must be in a format compatible with the User's device. If the self-promotional content contains a URL, the Provider must state within such content that this message is free of charge, subject to any connection charges.

Self-promotional content must inform the User, in the SMS-MT, of their right to opt out of receiving further self-promotional content from the Provider by sending the keyword 'STOP' to the Service's Short Number. If the self-promotional content contains a URL, that destination URL must include an explicit link enabling the End User to opt out of receiving further self-promotional content.

Self-promotional content must comply with all ethical, communication and design guidelines.

ARTICLE 4: SMS+ BRAND USAGE GUIDE

The Provider will comply with the SMS+ Brand Usage Guidelines in all visual communications relating to any Service offered by all mobile operators that are members of af2m. The SMS+ Brand Usage Guide is available from af2m (https://af2m.org/ or info@af2m.org) and explains how to use the SMS+ logo on the internet, on television and in print media.

SET OF RULES APPLICABLE TO THE DESIGN OF SERVICES

The Provider may only send premium-rate SMS-MT messages as part of his Service in response to a request from a User, made via SMS-MO (in the case of Category 1 and 2 Applications).

In the case of Category 1 Applications, each SMS-MO sent must be accompanied by an SMS-MT from the Provider.

The provisions of this Policy relating to the visual presentation, ergonomic and functional design applicable to the payment stage – in particular with regard to wording, colour scheme, contrast, typography, spacing, positioning and the obtaining of consent – are intended solely to help protect the End User, ensure the legibility of pricing information and secure consent to payment. They are intended to apply exclusively to the final stage of the process leading to the actual initiation of payment or a chargeable interaction, and must not be interpreted as being intended to regulate, guide or harmonise, beyond what is strictly necessary for this purpose, the choices made by Providers regarding the design of the earlier stages of their customer journeys, in particular with regard to the presentation of products, services, content, promotions, commercial messages or interfaces. The Policy is based on voluntary participation and is intended to serve as a trusted framework for the protection of end users during the payment process for those parties who choose to adhere to it.

ARTICLE 1: SETTING SPECIFIC KEYWORDS

1/ STOP

For every SMS-MO sent by an End User to the Service's Short Number(s) and containing the keyword STOP, the Provider must:

- send the End User an SMS-MT informing them that they will no longer receive any messages from the Service,
- cease sending any SMS-MT messages – whether premium-rate or standard-rate – to that End User, until such time as the End User sends another SMS-MO to the Service's Short Number(s).

The Provider must state that this text message will be charged at no extra cost.

2/ CONTACT

In response to a text message containing the keyword CONTACT, the Provider will send a multi-party text message (SMS-MT) containing the phrase 'provided by', followed, as a mandatory requirement, by its company name, its RCS number, and the contact details of its User Support Service.

The Provider must state that this text message will be charged at no extra cost.

3/ Prohibited keywords

The Provider must not use the following keywords or derivatives thereof (regardless of case) as search terms for the Service by the End User: STOP, CONTACT, OK, NON, NOK, OUI.

ARTICLE 3: SMS-MT CHARGES FOR USERS

The following SMS-MT messages must be free of charge for Users:

- SMS-MT messages in response to any of the following keywords: 'STOP', 'CONTACT',
- SMS-MT messages whose content is not directly related to the purpose of the Service subscribed to by the End User (in particular, SMS messages containing only self-promotional or advertising content),
- text messages informing the End User that they cannot access the Service (in the event of an error, incompatibility, malfunction of the Service, etc.),
- SMS-MT messages used to configure terminals,
- SMS-MT messages sent in response to an incorrect keyword.

ARTICLE 4: TERMS AND CONDITIONS OF ACCESS TO THE SERVICE

The Provider will explicitly inform the End User of how to access its Service, should it not be delivered via the premium-rate SMS-MT. To this end, the premium-rate SMS-MT must:

- either specify the Service for which the End User has been charged a premium rate,
- or set out the terms and conditions for accessing said Service at standard rates.

The Provider will always include the Service's commercial name or short number in the SMS-MT containing the link.

Once a connection has been established on the Provider's website, the page displayed by the Publisher must include the following links, free of charge:

- a link to the instructions to be followed by the End User to ensure the successful delivery of the Service,
- a link to their contact details or those of their User Support team...

To mitigate any connection failures, the Provider will allow several connection attempts over a period of at least one hour.

Compliance with the GDPR (in particular Act no. 78-17 of 6 January 1978 on Information Technology, Data Files and Civil Liberties, as amended, in particular, by Act no. 2018-493 of 20 June 2018 on the Protection of Personal Data)

In accordance with current regulations, making the signing up for the Service conditional upon the End User's consent to receive advertising (obtaining an 'opt-in')[9]) or suggesting that they do so is prohibited:

- In the information materials about the Service
- In the T&Cs (Terms and Conditions of Sale)
- and by any other means

[9] A concept referred to, in particular, in the CNIL factsheet: Question | CNIL

Sample prohibited statement: ‘By activating the Service, you confirm that you have read the Terms and Conditions and agree to receive free marketing and advertising material from the Service provider.` ’

ARTICLE 5: DEVICE COMPATIBILITY

The Provider is responsible for managing the user agent. The user agent is used to identify the model and make of the User’s device... If a device is not compatible with the Service, the Provider must not offer the Service.

ARTICLE 6: SMS+ AUTO-FILL

6.1. Definitions

SMS+ Autofill means any Service initiated by the End User via one of the following devices:

Via a mobile app: preparing to send a text message generated from executable content (a programme or app installed on the phone).

From a website: setting up the sending of a text message following a click on a button or link within a web page.

Via a QR code: initiation of an online journey, with or without a landing page, by scanning a QR code, which leads to the preparation of a text message.

Preparation for sending means opening the text messaging application on the Customer’s device, with at least a single recipient’s number pre-filled.

6.2. General constraints

Autofill may only be carried out once per SMS+ session and must enable the Service to be delivered in full. Pre-filling multiple recipient numbers is strictly prohibited.

User Consent

The Provider **agrees not to allow any executable content** (programme, application, script, or any element containing instructions that can be executed on a mobile phone) **to automatically trigger the sending of a text message without the User’s explicit involvement**.

Permitted: Manual initiation by the User

The sending of a text message must be **initiated voluntarily** by the End User through **an explicit and deliberate action** (e.g. clicking a ‘Send’ button, confirming a pre-filled message). The Action Button and the Auto-fill message must comply with the requirements to provide the End User with information on the key features of the Service, as set out in paragraph 6.3 – including the price.

By default, QR code Auto-fill is not permitted on premium Tiers (except for the TV and Media exemption as set out in 6.4).

Prohibited: Automatic sending without any explicit action

Sending a text message **in the background** or **without the End User's consent** is prohibited.

Any mechanism that automatically triggers a message to be sent (e.g. a script within an application, an action invisible to the user) is prohibited.

Any breach of this rule constitutes a violation of the terms of use and may result in sanctions.

Transparency and information

The End User must be informed in advance of the price, the number of exchanges, if any, and the key terms and conditions governing the provision of the Service.

In the case of Autofill via a Button on a web page (see 6.3) or a QR code, the **Pricing Information** must be placed next to the CTA (call-to-action).

Accessibility and compliance

All Services referred to in this paragraph must comply with the SMS+ communication, design and ethical guidelines.

The SMS-MT message generated must always remain accessible in the phone's messages folder.

6.3 Information – prior consent from the End User

In accordance with Article 2.1 of the Code of Ethics, an Interaction may not be initiated without the User's prior consent.

The term 'Link' or 'Button' means the clickable link that will open the text message composition interface, which will appear pre-filled. Autofill can only be triggered by clicking the Button. For the Button or link to be clickable, the customer must first tick a box to authorise the provider to use Autofill.

The End User must always confirm the initiation of the Interaction by clicking on the Button containing an explanatory note, alongside which the Pricing Information is displayed if it does not appear on the Button itself.

Where the Interaction is initiated from executable content, the End User must be informed, on the page where the Button is located, that the cost of the Service will be charged to their mobile phone bill or prepaid mobile account.

The End User must be clearly informed in advance, within the executable content or on the relevant website, of the information specified in Article 1 of the Communications Policy.

Where the Interaction is initiated from executable content, the SMS-MT must always be accessible to the End User via their phone's messaging app. In accordance with the Communications Charter (Article 1) and the Code of Ethics (Article 1), this SMS-MT must include details of the charges.

The Service must be provided in full, without any additional charges, at the price previously quoted to the user.

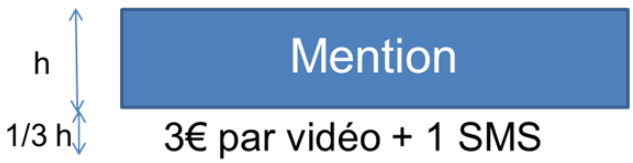
6.3.1 Formatting the Button's graphic elements and content

The Link must include an explanatory note that meets the following conditions:

- The payment or purchase concept must be incorporated into the Button in a clear and legible manner
- The only terms permitted are:
    - Complete payment
    - Confirm payment
    - Buy
    - Pay
    - Continue and pay
    - Continue and buy
    - or be the Pricing Information itself
- The font used must be Arial, Calibri, Helvetica or Verdana.
    - The size must be between 12 and 35 pixels.
- In any instances where the explanatory text within the Button flashes, the duration for which it is displayed must be longer than the duration during which it is not displayed.
- The Button must comply with the following requirements:
    - It must not exceed 100 pixels in height, regardless of the device or display orientation (landscape or portrait).
    - It must be square or rectangular in shape only, with or without rounded corners.
    - Its surface is the clickable area with which you can interact.
    - It must not contain any icons, catchphrases or promotional text (e.g. 'free', 'gift', 'no charge', etc.)
    - Its background colour must be a solid colour (no background image) with 100% opacity.
- Any text or graphic must be at least 10 pixels away from the Button.
- No graphical effect must encroach on the minimum distance of 10 pixels between the Button and the Pricing Information.

6.3.2 Legibility of Pricing Information

Pricing information must be placed next to the Button, either above or below it, and must be at least one-third the height of the Button, as shown below. The minimum size is 12 pixels.



Colour of the background on which Pricing Information is displayed

The Pricing Information and the text in the Button are always positioned on a plain background. In all cases, the background colour and the Button colour must:

- Have 100% opacity.
- Comply with section 1.4.6 of the WCAG standard (Enhanced Contrast, Level AAA) which, in this case, means a contrast ratio* of more than 4.5:1 for Pricing Information displayed in 12-pixel bold text (as a general rule).
- Comply with section 1.4.6 of the WCAG standard (Enhanced Contrast, Level AAA) which, in this case, means a contrast ratio* of greater than 7:1 for Pricing Information displayed in 12-pixel non-bold text (which may occur when the price is contained within the link).
* The contrast ratio will be calculated here in accordance with the W3C (World Wide Web Consortium) guidelines on web content accessibility (WCAG 2.0), available at this URL: https://www.w3.org/TR/WCAG20/#contrast-ratiodefhttps://www.w3.org/TR/WCAG20/#contrast-ratiodef
For information purposes, a tool that allows you to calculate this ratio easily is available at this URL:
https://webaim.org/resources/contrastchecker/https://webaim.org/resources/contrastchecker/https://webaim.org/resources/contrastchecker/

Web Content Accessibility Guidelines (WCAG) 2.0

6.3.3 How the tick box works
Autofill can only be activated by clicking the Button. The End User must always confirm the initiation of the Interaction by clicking on the Button containing an explanatory note, alongside which Pricing Information is displayed if it is not included within the Button itself. The tick box must always be shown as unticked on the page containing the link. The tick box must be in the form of a tick box only (and not a radio button or any other alternative)

The end customer must tick a box on the page containing the link to authorise the provider to auto-fill the text message.
Until the customer has ticked the box, the action button cannot be clicked. Clicking on the box changes the colour of the button, with sufficient contrast to ensure that the transition from ‘unclickable’ to ‘clickable’ is unambiguous for the end user

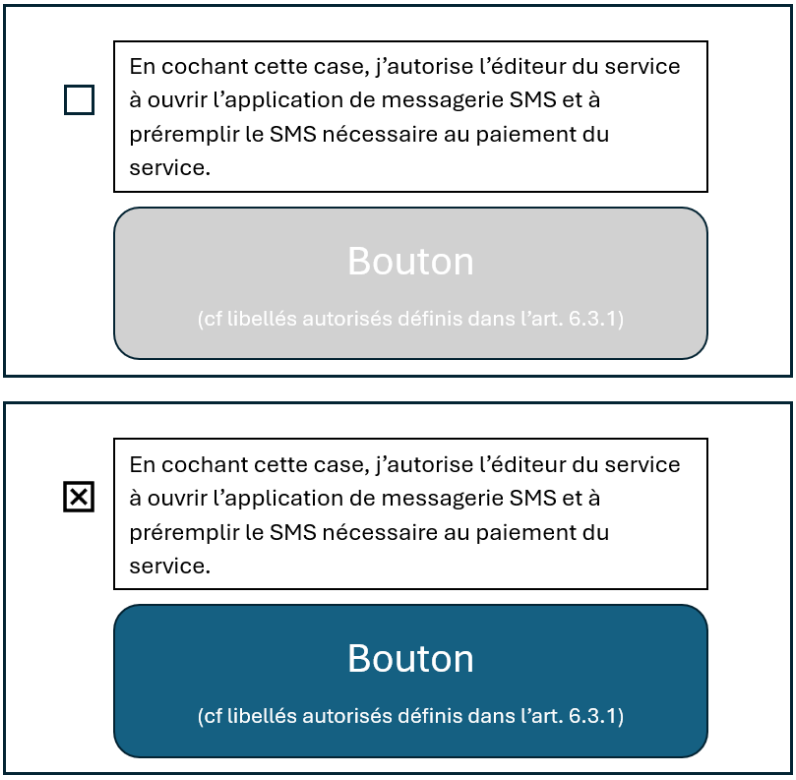
The text in the tick box must appear above the Button and be at least 11 pixels in size.
The text must be worded as follows: ‘By ticking this box, I authorise the service provider to open the text messaging app and pre-fill the text message required to pay for the service. ’

The colour of the background on which the text of the tick box appears

The text in the tick box must always be set against a plain background.
In all cases, the background colour must:
- Have 100% opacity.
- Comply with section 1.4.6 of the WCAG standard (Enhanced Contrast, Level AAA) which, in this case, means a contrast ratio* of more than 4.5:1 for the text in the 11-pixel bold checkbox (general case).
- Comply with section 1.4.6 of the WCAG standard (Enhanced Contrast – Level AAA) which, in this case, means a contrast ratio* greater than 7:1 for the text in the 11-pixel, non-bold tick box
* The contrast ratio will be calculated here in accordance with the W3C (World Wide Web Consortium) guidelines on web content accessibility (WCAG 2.0), available at this URL: https://www.w3.org/TR/WCAG20/#contrast-ratiodef
For information, a tool that allows you to easily calculate this ratio is available at this URL: https://webaim.org/resources/contrastchecker/

The button becomes clickable if the box is ticked.

Example, with text to be retained



Where the Interaction is initiated from executable content, the End User must be informed, on the page where the Button is located, that they will be charged for the Service via their mobile phone bill or from their prepaid mobile account.

The End User must be clearly informed in advance, within the executable content or on the relevant website, of the information specified in Article 1 of the Communications Policy.

The Service must be provided in full, without any additional charges, at the price previously quoted to the user.

6.4. Special cases relating to TV and Radio (on-air interactivity)

The use of SMS+ Autofill in audiovisual programmes (TV, radio) is permitted provided that the following rules are observed:

- **Compliance with said ARCOM guidelines:** adherence to the requirements regarding the identification of commercial communications, the protection of the public and advertising rules.

- **Pricing: maximum charge set at €0.99 per text message.**

- **Refunds:** the costs of entering competitions (text messages and, where applicable, connection charges) must be refundable in accordance with the regulations in force.

Notwithstanding the general rules, the Media, TV and Radio:

- The following are authorised to use QR code Auto-fill. When pre-filling is initiated via a QR code, an intermediate page must ask the end user to confirm that they wish to open the text messaging interface before any action is taken.

- The following are exempt from the obligations set out in Article 6.3 in the context of interactions relating to broadcast programmes:

6.5 Pricing information in Auto-filled SMS MO messages

- The SMS-MO Autofill must always be accessible to the End User in their phone's messaging app. In accordance with the Communications Charter (Article 1) and the Code of Ethics (Article 1), this SMS-MO must include details of the charges.

ARTICLE 7: SERVICE WITH ACCESS CODE

An SMS+ service with an access code enables an End User to access, via a digital device, content or a digital service provided by a Provider, without that content or service being delivered directly to the End User's mobile phone via SMS-MT (text message or clickable link).

A Service with an access code may be designed exclusively in one of the following two ways:

- Either the End User sends a keyword (hereinafter the 'Keyword') via SMS-MO, enabling them to receive an access code via SMS-MT which uniquely identifies them, which they then enter in the space provided for this purpose on the digital medium in order to access the said content or Service.
- Or the End User sends, via SMS-MO, an access code provided by the Provider on the digital medium (possibly supplemented by a keyword), enabling them to be uniquely identified and to access the said content or digital service. In this case, however, the Provider is required to send an SMS-MT acknowledging receipt to the User.

The Access Code Service can only be used for a single SMS+ session.

Where the access code is provided by the Publisher in an SMS-MT, it must not take the form of a link to a web page. In addition, only one access code should be required for the User to purchase the content or the Digital Service.

It is prohibited to encourage an End User to enter multiple access codes without providing them, after each access code has been entered, with the content or Digital Service corresponding to that access code, for whatever reason (such as the promise of an increased chance of winning a game, a time saving, etc.).

Where the access code is sent by the End User via SMS-MO, a single session must be sufficient for the User to obtain the content or Digital Service.

In accordance with the Communications Policy (Article 1) and the Code of Ethics (Article 1), pricing information must be included in every communication relating to the Service and in every SMS-MT message.

In line with all premium-rate SMS+ services, an SMS+ service with an access code must under no circumstances provide access to content or a Service classified as 'Adults Only'.

The content or Digital Service offered by the Provider as part of a Service requiring an access code must comply with all the ethical and communication standards applicable to SMS+ Services.

Where the access code is delivered by the Provider via SMS-MT, the Provider must limit the validity period of an access code to 48 hours from the time it is delivered to the End User via SMS-MT. Moreover, in this case, the access code must remain valid for at least one hour after it has been issued.

Services requiring an access code are only permitted in Category 1 Applications.

ARTICLE 8: THRESHOLDS FOR COMBATING FRAUD AND EXCESSIVE USE

As part of the SMS+ Services, the Provider must:
- To limit the total amount spent by the End User to 25 euros (including VAT) per Short Number per End User over a period of 4 minutes,
- Limit the total amount spent by the End User to 50 euros (including VAT) per Short Number, per End User and per calendar day.

In the case of services requiring multiple SMS exchanges, where the number of exchanges is known to the Provider, or in the case of prize draws where only the maximum number of exchanges is known to the Provider, the Provider must anticipate when the usage threshold will be reached in such a way that the End User can benefit from the full provision of the Service.

When this usage threshold is reached, the SMS-MT must specify the threshold in euros that has been reached, and the time from which the End User will be able to use the Service again. He must not promote any other premium-rate service. This SMS-MT must be free of charge for the User.

ARTICLE 9: USER SUPPORT SERVICE

The Provider must have a User Support Service capable of responding to requests for information, complaints and claims relating to the Service. The Provider extends a warm welcome to Users and deals with all enquiries in French.

This support service must be accessible via:
- a standard-rate telephone number within the French numbering plan, available on working days and during working hours (outside these opening hours, a recorded message must state the opening hours.)
- and an email address.
- The postal address is optional.

The Support Service must provide a response to the End User within five working days of the request being made by post or email.

This Support Service's telephone number and email address must be included in the text message reply to the keyword CONTACT, in accordance with the Design Policy, and must appear in all promotional materials for the Service (excluding SMS-MT) where the Service permits this.

Details of how to contact this User Support Service are provided and regularly updated on the extranet set up for this purpose, which can be accessed at the following address: https://extranet.afmm.fr. The Provider is informed that all of this information is made available to the public at https://www.surmafacture.fr/.

ARTICLE 10: SPECIFIC PROVISIONS

Specific provisions for Tiers 7 and 8

The following are excluded from Tier 7:

- SMS+ Chat Services between registered Users
- SMS+ Gaming Services between registered Users,
- SMS+ Services providing access to a specific and comprehensive advert,
- SMS+ Services for one-to-one messaging. However, services involving one-to-one, personalised chats with a human moderator, under the Provider's responsibility, are permitted.

All SMS+ Services aimed at young people are also excluded from Tier P7.

Only the following SMS+ Services are permitted on Tier 8:

- SMS+ Services whose primary purpose is to facilitate a download (wallpapers, photos, ringtones, executable content, videos), i.e. those enabling an End User to purchase Content whilst connected to the mobile internet, to store it on their device's memory and access it offline, or to access a catalogue of digital content (e.g. streaming videos, HTML games, etc.)
- Services requiring an access code, as described in Article 7 of the Design Policy,

ARTICLE 11: SERVICE PRICES

A) Maximum price permitted per transaction (SMS)

Tiers	Maximum price permitted per transaction (including VAT, excluding delivery)
P8	€4.50
P7	€0.99
P6	€0.50
P5	€0.20
P4	€0.05
P3	€0

Tiers	Authorised rates by bracket* (including VAT, excluding transport)
P8	€1.00 / €1.50 / €2.00 / €2.99 / €3.00 / €3.50 / €3.99 / €4.00 / €4.50
P7	€0.50 / €0.65 / €0.75 / €0.99
P6	€0.35 / €0.50
P5	€0.10 / €0.20
P4	€0.05
P3	€0

**This table is provided for information purposes only and does not reflect the Operators' conditions (prices generally observed).*

In accordance with Article 10, the Tier used must be consistent with the nature of the service provided.

B) Maximum number of exchanges permitted in order to provide the full Service to Users

Where the provision of the Service requires multiple SMS exchanges, the exact number or maximum number of which is known in advance by the Provider, the maximum number of SMS exchanges may not exceed 10.

Where the provision of the Service requires multiple SMS exchanges, the exact number or maximum number of which is not known to the Provider in advance, there is no limit on the maximum number of text messages exchanged. This applies in particular to Chat Services between registered users or to Chat Services with a moderator.

For SMS+ services requiring an access code in particular, as well as for SMS+ interactions, only one exchange is permitted to deliver the Service in full.