Internet+ Mobile Guidelines

Effective as of 30 October, 2026

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

AMENDMENTS

Key Amendments	Type of Amendment
Preamble: principle of applying obligations across the entire contractual chain	Addition
Definitions: clarification of concepts referred to in the Guidelines	Addition
Service communication: stricter requirements for advertisements	Amendment
Service design: implementation of two payment flows (Standard and Alternative)	Update
Service design: enhanced guidance on the Page containing the Link to the Operator Payment Page	Revision
Service design: specific guidelines for TV/radio interactivity and prize competitions	Addition
Change to the content classification framework, based on ARCOM recommendations. Creation of an appendix	Amendment
References to legal provisions and hyperlinks	Update

Non-exhaustive list

CONTENTS

Table of Contents

ARTICLE 1 – USER INFORMATION 9

ARTICLE 2 – FAIRNESS OF SERVICE PROVISION 10

2.1 Fairness towards Users 10

2.2 Fairness towards professionals 10

2.2.1 Fairness towards competing Providers 11

2.2.2 Fairness towards Operators 11

2.2.3 Fairness towards rights holders 11

ARTICLE 3 – SCOPE OF SERVICES 11

3.1 Consultancy services 11

3.2 Distance-selling services 12

3.3 Services facilitating contact between registered Users 12

3.4 Prize competitions promising winnings and lotteries 12

3.5 Listing services 13

3.6 Stock market information services 13

3.7 Services that make use of a reward 13

3.8 Services providing access to a financial consideration 13

3.9 Services that use facilitators 13

3.10 Sting services 13

ARTICLE 4 – PROTECTION OF USERS, YOUNG PEOPLE AND MINORS 14

4.1 Principles regarding all Users 14

4.2 Principles regarding young people 14

4.3 "Adult-only" Services 15

ARTICLE 1 – USER INFORMATION 16

ARTICLE 2 – ADVERTISING AND PROMOTION OF THE SERVICE 16

ARTICLE 3 – SPECIFIC ASPECTS RELATING TO DIRECT MARKETING 20

ARTICLE 4 – USE OF THE INTERNET+ BRAND 22

PREAMBLE: NATURE OF SERVICES ELIGIBLE FOR A SUBSCRIPTION 23

ARTICLE 1 – ACCOUNT CREATION AND PROVISION OF A "MY ACCOUNT" AREA FOR SUBSCRIPTION-BASED SERVICES 23

ARTICLE 2 – ACCESS TO THE PAYMENT PROCESS 24
2.1 Rules and specifications applicable to the Standard Process 24
2.1.1 Characteristics and format of the Link 25
Format of the Pricing Statement 28
Background Colour of the Pricing Statement 29
Example layout for Pricing Statement 29
2.1.4 Clickable visual(s) with direct access to the Operator Payment Page. 30
2.1.5 Presence of multiple links to the Operator Payment Page on a single page 30
2.1.6 User Information 30
2.1.7 Availability of multiple payment methods for a one-off purchase or a subscription 32
2.1.8 Transmission of the original URL (referrer) 32
2.1.9 Timer 33
2.2 Rules applicable to the Alternative Process 33
2.2.1 Service description 33
2.2.2 Characteristics and format of the Link 33
2.2.3 Explanatory statement within the Link 33
2.2.4 Pricing Statement 34
ARTICLE 3 – USER CONFIRMATION 35
ARTICLE 4 – ACCESS TO THE SERVICE 35
ARTICLE 5 – TERMINATION OF SUBSCRIPTION SERVICES 36
ARTICLE 6 – USER SUPPORT SERVICE 37
ARTICLE 7 – SERVICE WITH ACCESS CODE 37
ARTICLE 8 – THRESHOLDS FOR COMBATING FRAUD AND EXCESSIVE USE 38
ARTICLE 9 – PRICE OF SERVICES 38
ARTICLE 1 – GUIDING PRINCIPLES 40
1.1 Fairness towards Users 40
1.2 Principles regarding young people 41
1.3 Fairness towards professionals 41
1.3.1 Fairness towards competing Providers 41
1.3.2 Fairness towards Operators and Af2m 41
1.3.3 Fairness towards rights holders 42
1.3.4 Fairness towards regulated professions / public authorities 42

1.4. Uniqueness of the Service Name 42
1.5. Services classified as "not recommended for under-16s" 42
ARTICLE 2 – SYNTACTIC CONSTRAINTS 42
ARTICLE 3 – GROUNDS FOR REFUSAL OF THE SERVICE NAME UPON DECLARATION TO Af2m..... 43
ARTICLE 4 – RULES APPLICABLE TO VISUALS AND TAGLINES 43

PREAMBLE

These Guidelines were developed collectively within Af2m through an open and transparent process involving operators and representatives of the relevant providers and aggregators. It applies within the framework of bilateral contractual relationships between each operator and each aggregator or provider wishing to offer services based on the Internet+ Solution. During each revision of the Guidelines, Af2m ensures that the defined rules are objective, transparent, non-discriminatory, and proportionate to the objective of protecting the User and securing Payment Processes. The association reminds its members, within the framework of the working groups, that these rules must under no circumstances aim to protect or favour incumbent players, nor constitute a barrier to entry for new entrants or innovative business models.

The purpose of these Guidelines is to define the rules regarding ethics, communication, design, operation, and naming applicable to the Services offered to Users and billed via the Internet+ Solution.

Its specific objectives are:

- to ensure that the User receives clear, visible, legible, intelligible, and fair information at every stage of the Service's presentation, subscription, purchase, and use;
- to ensure fair practices regarding the communication, promotion, design, and operation of the Services;
- to ensure that, prior to final confirmation of their order, the User has access to information enabling them to understand the nature of the Service, its price, payment terms, and - where applicable - its recurring nature;
- to prevent practices that are misleading, aggressive, fraudulent, or likely to lead to an unwanted subscription, purchase, or consumption;
- to protect Users, particularly minors and vulnerable groups;
- to ensure compliance with applicable laws and regulations, decisions by competent authorities, and, where applicable, professional guidelines relevant to the Services.

These Guidelines must be interpreted in light of applicable legal and regulatory provisions, particularly regarding consumer law, electronic communications, e-commerce, personal data protection, intellectual property, and public protection.

They apply to any digital service offered for purchase on a per-process or subscription basis, where payment is made via the Internet+ Solution, as well as to the communication, promotion, subscription, payment, delivery, and support activities associated with said Service, under the conditions specified in these Guidelines.

The obligations set forth in these Guidelines apply to all stakeholders involved, in accordance with their respective roles and responsibilities, in the creation, promotion, marketing, making available, payment, or delivery of the Service to the User.
Each stakeholder must pass the obligations of these Guidelines applicable to it into its contractual relationships with its downstream contracting parties and/or service providers involved in the provision of the Service. It shall ensure that the latter comply with the provisions of these Guidelines applicable to their involvement.

Compliance with these Guidelines does not absolve any stakeholder of its obligations under applicable laws and regulations, decisions by competent authorities, applicable professional recommendations, or contractual commitments to which it is subject at the time the Service is provided.

Provisions supplementing these Guidelines may be included in contracts concluded between the various stakeholders involved in the provision of the Internet+ Solution and the Services.

DEFINITIONS

Guidelines or Internet+ Guidelines: refers to this document, comprising four main parts, each corresponding to a distinct set of Guidelines: the "Guidelines of Ethical Recommendations", the "Communication Guidelines", the "Design Guidelines", and the "Naming Guidelines".

(Service) Provider: refers to the legal entity responsible for providing, operating, and making the Service available to Users, including, in particular, managing the Service content, the Pages containing the Link, promotional materials, and the Link itself, as well as complying with the legal, regulatory, contractual, and ethical obligations applicable to Services billed via the Internet+ Solution.

Link: refers to the button or clickable element located on the Page containing the Link, the activation of which allows the User to access the next step of the Payment Process for the purpose of subscribing to or purchasing the Service.

Pricing Information: refers to information regarding the price of the Service and its frequency (see Article 2.1.3 of the Design Guidelines).

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.

Authentification Page: refers to the page or step in the process provided by the Operator that enables the User's identity to be verified when the User is not on the Operator's network - specifically via a one-time code sent by SMS or any other equivalent authentication method as part of an OTP Process.

Page containing the Link: refers to any page made available by the Provider on which the Link appears. It is part of the Standard Process. Within the Alternative Process, it is situated upstream of the verification and confirmation stages handled by the Operator.

Confirmation Page: refers to the page displayed to the User following the payment made via the Operator Payment Page, summarising information regarding the purchase or the subscription taken out.

Operator Payment Page (OPP): refers to the page provided by the Operator where the User definitively confirms their order and proceeds with payment using the Internet+ Solution.

Intermediate Payment Page: refers to the page displayed by the Operator at its own initiative to summarise the purchase/subscription details before accessing the Operator Payment Page. Adding this page to the payment process is called: Alternative Process.

Alternative Process: refers to the Payment Process in which, following the activation of the Link, the Operator chooses to add an intermediate payment page prior to the Operator Payment Page, and for which the various steps required to conclude the contract remotely by electronic means are the responsibility of the Operator.

Standard Process: refers to the Payment Process in which the Operator chooses not to include an Intermediate Payment Page and for which the first step in concluding the contract remotely by electronic means takes place on the page containing the Link, before the User is redirected to the Operator Payment Page to definitively confirm their order and proceed with payment.

Payment Process: refers to the set of pages and actions enabling the User to conclude the contract remotely by electronic means and to make payment for the Service, in accordance with applicable contractual, legal, and regulatory provisions.

OTP Process: refers to the payment process implemented when the User is not on the mobile network of the Operator offering the Internet+ Solution.

Service: refers to the digital service, offered by the Provider to Users on a subscription or pay-per-use basis, including all associated content, features, services, interfaces, subscription pages, and access methods, and billed to the User via the Internet+ Solution provided by the Operator.

Internet+ Solution: refers to the operator billing payment solution enabling the User to purchase or subscribe to a digital Service using their mobile line, with the corresponding amount billed via their Operator.

Promotional Medium: refers to any communication or promotional medium, whether current or future, used by the Provider to present or promote the Service to Users, or to enable access thereto, including, without limitation, SMS, RCS, emails, notifications, advertising banners, web pages, or social media.

User: refers to any natural person who accesses the Service, views promotional material, uses a subscription page, or proceeds to purchase or subscribe to the Service via the Internet+ Solution made available by the Operator.

GUIDELINES OF ETHICAL RECOMMENDATIONS: ETHICAL RECOMMENDATIONS APPLICABLE TO INTERNET+ MOBILE SERVICES

The Service Provider (hereinafter the "Provider") must comply with these rules applicable to services billed to the User via the Internet+ mobile solution (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 – USER INFORMATION

The Service Provider must communicate to the User, or make available to them - clearly and unequivocally, by any appropriate means, and in accordance with the Communication and Design Guidelines - the following:

- The information referred to in Article 1-1 III of the LCEN (Law on Confidence in the Digital Economy) of 21 June, 2004[1],
- Pricing information referred to in Articles L.112-1 to L.112-9 of the Consumer Code,
- The essential characteristics of the Service,
- The essential conditions required for the provision of the Service,
- All information enabling any person to lodge a complaint (Articles R. 111-1 and R. 111-2 of the Consumer Code) and to exercise their rights.[2]

The Provider shall inform the User regarding the frequency of Service updates or management, specifically by providing the date and/or time whenever necessary to ensure the User is fully informed.

When the Service requires the use of personal data or private information, or when the User may be prompted to provide such data (for example, in connection services), the Provider shall inform the User of how that data may be used (Articles 12 to 14 of Regulation (EU) 2016/679 of 27 April 2016).

When the Service is subject to specific restrictions by its nature, the Provider shall notify the User.

Information regarding the identification and description of the Service and the Provider is entered and continuously updated on the dedicated extranet accessible at the following address: https://extranetafmm.fr

[1] For an individual: detailed contact information (surname, first name, home address, telephone number, and RCS registration number, if applicable). For a legal entity: statutory company details. In both cases: the name of the Provider's director.

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

ARTICLE 2 – FAIRNESS OF SERVICE PROVISION

2.1 Fairness towards Users

The Provider shall provide a loyal service. To this end, the User must not be misled in any way, particularly regarding the content, pricing, options, or delivery terms of the proposed Service.

The Service must be provided in full at the rate quoted to the User.

For subscription services, the Provider must ensure that cancellation remains simple, easily accessible, and free of charge for the User.

It is strictly prohibited to initiate the provision of a Service without the User's explicit and informed consent.

Any advertising within the Service must be identified as such.

The Provider shall not use a User's contact details, specifically their telephone number or email address, without their express consent, and shall comply with the recommendations of the CNIL (French Data Protection Authority).

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

Similarly, in the event of the purchase or rental of data files, the Provider shall ensure that its supplier complies with the laws and regulations in force in France, while the Provider remains liable.

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

Beyond personal information, the Provider must not request information from the User that is not necessary for the provision of the Service or has no direct link to it, neither within the Service's workflow nor in its communications.

Based on the technical information available to it or provided by the User, the Provider shall not initiate billing for a Service that cannot be delivered to the User for any reason whatsoever, and shall inform the User accordingly where applicable.

2.2 Fairness towards professionals

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 trade mark or company name to promote his Service without the express consent of the entity holding the rights.

2.2.1 Fairness towards competing Providers

The Provider must:

- Engage in fair competition and, in particular, refrain from interfering with a Service with the intent of disrupting its proper functioning, harming a competing Provider, or diverting its Users;
- Conduct preliminary searches to ensure that the name of their Service cannot be confused with existing names or infringe upon the rights of third parties,
- Refrain from any practice likely to create - even potentially - any confusion between themselves and a competing provider, or between their Service and the services of competing providers.

2.2.2 Fairness towards Operators

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

It must:

- Comply with the purpose of the Service as declared to the Operator,
- Refrain from any practice likely to create - even potentially - any confusion between itself and the Operators, or between its Service and the Operators' services.

2.2.3 Fairness towards rights holders

The Provider shall provide a Service that does not infringe upon or misappropriate any patent, trademark, copyright, or other intellectual property right.

The Provider is responsible for obtaining the necessary authorisations from the relevant rights holders and authors' societies for the reproduction and dissemination of the works or excerpts of works used within the scope of the Services, and for paying the remuneration due for the reproduction and communication to the public of said works or excerpts (rights payable to the Société des Auteurs, Compositeurs et Editeurs de Musique (SACEM) or other collective management organisations (copyright societies)).

ARTICLE 3 – SCOPE OF SERVICES

The Provider shall assume full responsibility for the Service provided.
Certain Services are subject to specific rules with which the Provider must comply.

3.1 Consultancy services

The Provider must inform the User that the information or advice provided as part of the Service is for informational purposes only and must state the names of the authors.

3.2 Distance-selling services

The remittance service provided by the Operator must not, as such, be used as a means of payment for tangible goods or services other than Services that comply with these Guidelines.

3.3 Services facilitating contact between registered Users

In the event that the Service permits the simultaneous or near-simultaneous exchange of messages between Users, whether or not their identities are definitively established:

- public content is monitored,
- rules of conduct consistent with these recommendations are brought to the public's attention via any means appropriate to the communication medium used,
- a warning is issued to the User at the start of the communication, stating that they may be barred from the Service for behaviour that violates these rules,
- minors are explicitly informed that they must not share any personal contact details,
- a warning page must be displayed upon entering the application. The message may use the following text: "To communicate safely, we strongly recommend that you never share your personal contact details. You can never know for certain who you are talking to. Do you wish to continue? "

3.4 Prize competitions promising winnings and lotteries

In accordance with Article L. 320-1 of the Internal Security Code[3], prize competitions promising winnings determined solely by chance, "instant win" games, and lotteries are prohibited. This prohibition does not extend to advertising activities, provided they take the form of promotional operations as described in Article L. 122-8 of the Consumer Code and are not unfair within the meaning of Article L. 121-1 of the same Code.

Furthermore, in accordance with Article L. 322-7 of the Internal Security Code[4], prize competitions and lotteries organised as part of television and radio programmes, as well as in press publications defined in Article 1 of Law No. 86-897 of 1 August 1986, are authorised, provided that the game rules allow participants to obtain reimbursement of expenses incurred and that participants are informed of this in advance; it is specified that such games and competitions may only serve as a supplement to said programmes and publications. When participation in these games or competitions is offered via the Internet+ Solution - exclusively on a pay-per-transaction basis - access to the Page containing the Link is restricted to the terms set out in Article 2.1.2.2, "Special case of Services offered as part of on-air interactivity – TV or Radio Media ", of these Guidelines. It may thus result solely from an on-air announcement made during the relevant TV or radio programme, or from a self-promotional campaign broadcast on the media outlet's own channels. Any other access path - specifically, one involving external advertising acquisition - is excluded.

[3] https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000039182525
[4] https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000044259914

3.5 Listing services

The Provider must:

- verify the accuracy of the listings,
- ensure necessary updates are made.

3.6 Stock market information services

The Provider shall comply with the guidelines of the Autorité des Marchés Financiers (AMF), particularly:

- The recommendation aimed at enabling the public to assess the scope and reliability of the information accessed via a service[5]
- The recommendation regarding the online dissemination of financial information by listed companies, which aims to supplement the previous recommendation.[6]

3.7 Services that make use of a reward

Regardless of the Service, any principle of direct or indirect reward - in any form whatsoever (such as a prize, a voucher, access rights to another Service, the promise of a higher expected return in the context of prize-based contests or lotteries, etc.) - that is directly linked, in whole or in part, to the number of purchases of the Service is prohibited.

3.8 Services providing access to a financial consideration

Services enabling the User to obtain financial compensation - whether direct or indirect, and whether certain or virtually certain, however small - are prohibited.

By way of illustration, in the context of a prize-based competition Service, the financial consideration is notably considered certain or virtually certain when the following two 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).

3.9 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.

3.10 Sting services

Sting services involving a third party without their knowledge or consent are prohibited.

[5] Recommendation DOC-2016-08

[6] Recommendation DOC-2016-05

ARTICLE 4 – PROTECTION OF USERS, YOUNG PEOPLE AND MINORS

4.1 Principles regarding 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:

- are liable, by their nature, to infringe upon respect for the human person and their dignity, equality between women and men, and the protection of children and adolescents,
- encourage the perpetration of crimes and/or offences, or incite 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 infringing 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.[7]

The Provider must guarantee the User compliance with the rights of data subjects as provided for by data protection regulations.

The Provider must protect his files from any fraudulent attacks to which its data processing system might be subject.[8]

Each Operator shall provide a parental control system that allows a User, upon request, to limit access to Services based on their content classification level. The classification level of content associated with the Service (General Audience, Not recommended for children under 12, Not recommended for children under 16) must therefore be declared to the Operator.

4.2 Principles regarding young people

Services aimed at young people must, in particular, contain no sections, messages, or advertisements that:

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

[7] Articles 226-1 to 226-2 of the Criminal Code

[8] Article 323-1 et seq. of the Penal Code and Article 32 of the GDPR regarding the security of processing

The Provider also undertakes not to advertise high-cost Services (as defined in these Guidelines) to young children and minors.

4.3 "Adult-only" Services

"-18" Services (services prohibited to minors under the age of 18) falling under Category V, as defined by ARCOM, are prohibited. An evaluation grid is provided for reference in Appendix 1.

COMMUNICATION GUIDELINES: SET OF RULES APPLICABLE TO COMMUNICATION REGARDING INTERNET+ MOBILE SERVICES

The Provider shall comply with applicable laws and regulations, as well as the recommendations of bodies such as ARCOM and the Self-Regulatory Organisation for Advertising (ARPP) and these Communication Guidelines, in all communication activities or promotional materials regarding the Service.

The promotional material must direct users to a Service page or a page containing one or more Links. Where the page containing the Link falls under the Standard Process, it must comply with the specific design rules set out in Article 2.1 of the Design Guidelines. When falling under the Alternative Process, it remains subject to applicable legal, ethical, and communication rules, without being subject to the specific design rules set out in Article 2.1.

ARTICLE 1 – USER INFORMATION

In all communications regarding its Service, the Provider must designate its Service by the trade name that appears on the Operator Payment Page.

The Provider must avoid any confusion between itself and the Operators in its communications.

In the specific case where the Provider involves a partner in the promotion of its Service, the Provider must include the phrase "provided by" followed by the Provider's company name and RCS registration number.

Advertisements must enable Users to easily identify the Provider's service:
• either by the presence of its name;
• or by the presence of its logo;
• or by the presence of its URL.

ARTICLE 2 – ADVERTISING AND PROMOTION OF THE SERVICE

Any advertisement for a Service must be identified as such and must comply with all legal obligations and ARPP guidelines. In particular:

- The explicit identification of the advertiser and the commercial communication;
- Any commercial communication "must be clearly identifiable as such, regardless of the form it takes". This identification "may be effected by any clearly perceptible means that makes the advertising nature of the message immediately unequivocal for the consumer".

The Provider shall comply with applicable rules, particularly regarding communication directed at children, in accordance with the principles set out in Article 20 and Chapter E ("Children and Adolescents") of the International Chamber of Commerce Code (ICC Code on Advertising and Marketing Communication) and the ARPP's "Children" Recommendation.[9].

The Provider undertakes to specify the nature of the Service in any promotional material and to accurately represent the nature of the Service being promoted. Any information regarding the description of the Service must be consistent with its nature and must not mislead the User.

It is strictly prohibited to suggest the existence of features, such as the ability to download a file or access specific content, when this is not actually the case. The Provider must not mislead Users regarding the content, pricing, features, or delivery terms of the Service offered.

Any call to action included in the Service's promotional material must be accompanied by a clear textual tagline that allows the nature of the Service to be understood. This tagline and its call to action must not be confused with the advertising space where it appears.

When a call to action is placed within an image, it must be located inside that same image and positioned so that the User understands it relates to the call to action shown within the image. The accompanying text must be of sufficient size and contrast.

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). Such offers may only be mentioned if the following rules are observed:

- The formatting of promotional and pricing details must comply with the rules defined in the Design Guidelines.
- In the specific case of printed media, pricing information must be at least 2 mm in size.

The Provider also undertakes not to create confusion between its online communication materials - of any kind (banners, calls to action, etc.) - and the context in which they are placed.

The following practices, constituting unfair, aggressive, and/or misleading communication, are prohibited:

- Leading the User to believe that a problem has been detected on their phone (e.g., viruses detected, an application requiring an update);

[9] https://www.arpp.org/nous-consulter/regles/regles-de-deontologie/enfant/

- Using visual elements (text, images, video) likely to give the User the impression that action is required on their part - for example, and without limitation, by mimicking the receipt of a notification, message, or other communication designed to prompt action by simulating an alert or warning message ;
- Using a visual style and text designed to induce anxiety;
- Using messages that create a sense of urgency to compel immediate action from the user (e.g. "Limited offer", "Last chance", "Free", "Complimentary"), unless the situation is contextualised and genuine (e.g. "Offer limited until [date]"). Any mention of a free offer must specify its duration;
- Initiating the user journey with a pop-up that offers no way for the User to exit the sequence and aggressively steers them toward the Page containing the Link;
- Psychologically conditioning the User to automatically click on action and payment buttons and/or automatically enter their phone number. In particular, any click-trap system is prohibited. The aim of a "click trap" or "click training" is to force a maximum number of clicks while establishing a deceptive and unfair process regarding the nature of the product sold or the subscription purchased. For example, a multi-page flow is considered misleading if text and/or graphic and visual elements are repeated in a way that prompts the customer to click the "Link" by diverting their attention and manipulating their consent;
- Using - without adequate contextual justification - icons or graphic elements that might represent features not present on the promotional material (such as a mock media player or a download icon), thereby potentially leading the User to believe that they can directly access or use such a feature on the promotional material.

The delivery of other content or access to another service provided by the Provider or a third-party provider may not be made conditional upon, linked to, or contingent on subscribing to a Service. Consequently, methods involving inducing the User to subscribe to a Service in order to enter a prize draw, find out about winnings, view test results, access other content or services, etc., are prohibited, even if the Service actually provided once registration is complete is itself permitted. In particular, the practice known as ‘content locking’, or tied selling, is prohibited.

In the context of Subscription Services, no promise of winnings, whether obtained in whole or in part by chance, may be mentioned in the Service’s promotional materials.

In accordance with the recommendations of the ARPP Code and the International Chamber of Commerce Code, the following points must be observed, among others:

- All commercial communications must be legal, decent, honest, and truthful.
- Commercial communications must respect human dignity and must not incite or condone any form of discrimination, including discrimination based on ethnic or national origin, religion, gender, age, physical attributes, mental health, disability, or sexual orientation.

Commercial communications must not contain any incitement to, nor appear to endorse or encourage, any illegal, illicit, or reprehensible acts covered by applicable legislation.

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

It 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.

Affiliation

The Provider undertakes to ensure that all its advertising activities will be managed by itself. Control of advertising operations means that the Provider must, at all times:

- be able to control the dissemination of advertising messages: placement, suspension/modification, etc.
- be able to ensure that all creative content provided has been approved by it in advance.

To combat fraudulent practices and misleading commercial communications associated with complex affiliate chains, the use of affiliate marketing practices based on a cost-per-acquisition (CPA) model involving a succession of intermediaries is not permitted in the acquisition strategy for services using the Internet+ Solution. This ban aims to ensure fair acquisition processes and consumer protection.

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 its traffic in real time

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

The promotion and presentation of a Service falling under the "not recommended for under-16s" category, as defined by ARCOM (an assessment grid is provided for guidance in Appendix 1), must not include:

- any content falling under the "Adults Only" category, as defined by ARCOM, regardless of its nature (images, videos, text, etc.);
- any information:
    - referring to a pornographic context (e.g. "Porn video", "X-rated film");
    - referring to the requirement to be of legal age to access the Service (e.g. "adults only", "prohibited for minors", etc.);
    - 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 unrelated to the Service, the Provider will ensure that these other elements do not contain any content falling within the "Adults Only" category, regardless of the nature of said content (images, videos, text, etc.), particularly on web pages preceding the Payment Process, so that there is no possible ambiguity for the User regarding the nature of the Service.

The Provider shall display the following logo, accompanied by the statement "This service offers content not recommended for under-16s", on the User warning page indicating the Service category, or on the Page containing the Link:



ARTICLE 3 – SPECIFIC ASPECTS RELATING TO DIRECT MARKETING

3. A) The Provider must not engage in commercial practices deemed aggressive, as defined in Article 121-6 of the Consumer Code.

Accordingly, the Provider shall refrain from:

- Engaging in repeated or unsolicited solicitations via any means of remote communication.
- Creating the impression that the User has already won, will win, or will win - by performing a specific action - a prize or other equivalent benefit, when in fact:
    - either no prize or equivalent benefit exists,
    - or the performance of an action related to claiming the prize or equivalent benefit is conditional upon the User paying money or incurring a cost.
- Posing as a private individual.

The Provider must comply with the provisions of Article L. 34-5 of the 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).

Self-promotional SMS content may only be sent to a User between 0800 and 1000, Monday through Saturday (excluding public holidays), or alternatively, within one hour of the User's last purchase. The Provider must not send more than three (3) self-promotional SMS messages per week to any individual User following that User's last purchase. Furthermore, self-promotional SMS messages must be sent within 60 days of the purchase or the end of a subscription made by the User, or - in the absence of a purchase - within 60 days of the User consenting to receive such messages.

For Pay-per-Use Services, self-promotional content may only be distributed after full delivery of the content ordered by the User.

For Subscription services, self-promotional content must be delivered only after at least one piece of content has been provided to the User.

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 must appear 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 User or similar services provided by

the same Provider. When the service being promoted is not the Provider's Service but that of a third party, the transfer of the User's personal data must be expressly authorised by the User.

Self-promotional content must consist exclusively of advertising or promotional material intended for the general public or for an audience within an age bracket equal to or lower than the one previously selected by the User, such age brackets being determined in accordance with ARCOM recommendations (and the assessment grid provided for guidance in Appendix 1). 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 of the option to exercise their right to object to receiving further self-promotional content from the Provider:

- If the medium is SMS, by sending the keyword "STOP" to the SMS number;
- If the self-promotional content contains a URL, the destination URL must include an explicit link allowing the User to opt out of receiving further self-promotional content.

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

ARTICLE 4 – USE OF THE INTERNET+ BRAND

The Provider shall comply with the Internet+ brand usage guidelines for any visual communication regarding any Service launched with the Operators. The Internet+ brand usage kit is available at www.af2m.org/internet-plus

The Provider undertakes to place a link to the website www.surmafacture.fr on its website whenever the Internet+ Solution is present.

DESIGN GUIDELINES: SET OF RULES APPLICABLE TO THE DESIGN OF INTERNET+ MOBILE SERVICES

The provisions of these Guidelines 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 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.

PREAMBLE: NATURE OF SERVICES ELIGIBLE FOR A SUBSCRIPTION

When designing the Service, the Provider undertakes to offer a subscription only for content or services where the nature of the offering warrants it. The nature of the service must be compatible with subscription renewal (e.g., unlimited access to content or services, regular delivery of content, etc.).

ARTICLE 1 – ACCOUNT CREATION AND PROVISION OF A "MY ACCOUNT" AREA FOR SUBSCRIPTION-BASED SERVICES

Creating an account is mandatory for subscription-based services. The purpose of this account is to enable the User to identify themselves in order to access the subscribed Service.

Based on this account identifier and any other information at its disposal, the Provider must ensure that the User cannot subscribe to the same Service multiple times, regardless of the device or connection used when subscribing to said Service.

The Account may be created, at the Provider's discretion, either before or after accessing the Payment Process, as defined in Article 2 of the Design Guidelines.

If the account is created prior to accessing the Payment Process, the User enters either their mobile phone number or email address in the designated field, or authenticates using a method based on either of these pieces of personal information (e.g. Facebook Connect).

If the account is created after accessing the Payment Process, the Provider shall offer the User the option - on the first webpage displayed following the Payment Process, which is dedicated exclusively to this purpose - to create an account by providing either their mobile phone number or email address, or by authenticating via any method based on either of these pieces of personal information (e.g. Facebook Connect). If, for any reason attributable to the User, the User does not provide an identifier, the Provider shall assign an identifier of its choice to the User.

In all cases, the User must be able to change their Service access identifier at any time within their "My Account" area.

Immediately following the subscription to the Service, the Provider shall send the following information to the User via SMS:

- The information required to access their account and the subscribed Service;
- The contact details for the User support service, specifically the telephone number or email address as defined in Article 6 below.

The Provider may also send this information via email, provided that the User has supplied an email address.

No advertising or self-promotional messages may be sent prior to the Provider sending this SMS or email. No advertising or self-promotional messages may be included in this SMS or email.

On all pages of the Provider's Service (i.e., the Service's homepage, the pages displayed by the Provider following the Payment Process, the pages where the service is delivered, the pages where the service is offered to the User, and specifically the page containing the Link), the Provider shall make a "My Account" button available to the User. Access to the "My Account" area will enable the User, in particular, to access the service via their Account (Article 4), terminate the service (Article 5), and obtain the contact details for the User support service (Article 6).

ARTICLE 2 – ACCESS TO THE PAYMENT PROCESS

The Payment Process comprises the various steps involved in concluding a remote contract electronically, in accordance with applicable legal provisions.

The rules applicable to the Page containing the Link depend on whether or not the Operator adds an Intermediate Payment Page.

An Authentication Page or any step intended exclusively to identify the User has no bearing on this classification. Similarly, a page added by the Operator for corrective purposes following an ethical or contractual breach by the Provider does not allow the Standard Process to be reclassified as an Alternative Process.

2.1 Rules and specifications applicable to the Standard Process

Under the "Standard Process", the steps required to conclude the remote contract electronically, as prescribed by regulations, are distributed between the Page containing the Link and the Operator Payment Page.

The Page containing the Link constitutes the order stage, whereas the Operator Payment Page allows the User to definitively confirm their order and proceed with payment.

Under the Standard Process, the Page containing the Link is subject to the specific design rules set out in this Article 2.1.

On the Page containing the Link, the Provider must display an Internet+ logo selected from those available in the Internet + brand usage kit (excluding the pictogram).

The URLs of Pages containing the Link that fall under the Standard Process must be registered and continuously updated on the dedicated extranet.

The use of any technical means to circumvent rules regarding dimensions, font sizes, or information visibility is prohibited. The following tag must be present in the header of the Page containing the Link:

<meta name="viewport" content="width=device-width,initial-scale=1.0" />

No mobile application, particularly in the form of an .apk or .ipa file, may be automatically launched or downloaded from the Page containing the Link.

In the case of a Subscription Service, where the Account is created after payment confirmation, the Provider implements a user identification mechanism prior to activating the Link, based either on information transmitted by the Operator or on a cookie-based system.

2.1.1 Characteristics and format of the Link

The Link takes the form of a clickable button that must comply with the following conditions:

1. It must not exceed 100 pixels in height, regardless of the device or display orientation (landscape or portrait).
2. It must be square or rectangular in shape only, with or without rounded corners.
3. Its surface area constitutes the clickable zone leading to the Operator Payment Page (subject to the exception in point 2.1.4).
4. It must not contain an icon, even one placed alongside the explanatory text.
5. Its background colour must be solid (no background image).
6. Any text or graphic element must be positioned at least 10 pixels away from the button.
7. A layer or pop-up containing a Link may lead to the Operator Payment Page, provided it complies with all conditions 1 through 6 described earlier in this article.

When using a mobile network connection (as opposed to Wi-Fi), the Link - presented as a clickable button - must comply with the following additional condition:

Each Operator shall provide Providers with the technical specifications regarding the positioning of its payment button on its Operator Payment Page, including, in particular, the information required to identify the display area for said button.

Based on the specifications thus provided, Providers shall ensure the Link is positioned so as to avoid placement at the same level or in direct visual alignment with the Operator’s

payment button, in order to minimise any risk of confusion within the user process subject to display variations inherent to the technical environments, devices, and screen formats used.

2.1.2 Explanatory statement within the Link

2.1.2.1 General case for services outside of on-air interactivity (TV or radio media)

The Link must include an explanatory statement meeting the following conditions:

• The authorised terms are as follows:

Pay-per-Use Service: Based on the concept of "Buy" and "Pay"	Subscription Service: Based on the concept of "Pay"	Subscription Service: Based on the concept of "Subscribe"
I buy	Payment / Pay / I pay	Subscribe to [name of service]
Payment	Proceed to payment	I subscribe to [name of service]
Pay / I pay	Go to payment	Subscribe in two clicks
Proceed to payment	Go to payment	Continue and subscribe
Go to payment	Confirm and pay	I wish to subscribe
Go to payment	Start trial, pay in 7 days	Yes, I'll subscribe
Confirm and pay		Subscribe
		Subscribe and pay

• The font used must be Arial, Calibri, Helvetica or Verdana.

• The size must be between 12 and 35 pixels

In cases where the explanatory text within the Link flashes, its display duration must exceed the duration of the interval during which it is not displayed. No graphic effect must encroach upon the minimum 10-pixel gap between the button and the Pricing Statement.

2.1.2.2 Specific case of Services offered as part of on-air interactive features (TV or Radio media)

The provisions set out below apply solely to Services offered as part of an on-air interactive campaign broadcast by a TV or Radio medium, where the Page containing the Link is hosted on the website of the relevant media provider.

Access to this Page containing the Link may result from:

- an on-air announcement made as part of the relevant TV or radio programme; or
- a self-promotional campaign by the media outlet, broadcast on its own platforms.

For the purposes of this article, "self-promotion" by the media outlet is defined as any communication issued directly by the provider of the media outlet in question, under its own responsibility and via its own broadcast channels, websites, applications, official social media accounts, or other editorial spaces.

By way of exception to the general rules applicable to the explanatory statement included within the Link, wording adapted for on-air interactive features may be used, provided that the Link directly states either the term "pay" (or a variation thereof) or the amount (including tax) charged to the User for the purchase.

By way of example - and without limitation - the following wording may be used:

- "I'm paying for my participation";
- "I'm paying for my vote";
- "I'm paying €[amount] to participate";
- "I'm paying €[amount] to vote";
- "Confirm and pay €[amount]";
- "I'm participating for €[amount]";
- "I'm voting for €[amount]";
- "Play now – €[amount]";
- "I'm trying my luck – €[amount]".

Other wordings may be used provided they comply with the conditions set out in this article.
Other requirements applicable to the Link remain unchanged.

2.1.3 Pricing information

Format of the Pricing Statement

On any page containing a Link, the Provider must display the Pricing Statement in a visible, legible, and unambiguous manner. Its visibility must not be compromised by the "free-style" font used for marketing taglines.

The Price Notice must comply with the following rules:

- It must be fixed and static, positioned outside the button, with no elements obscuring it.
- It must be placed at a distance of 10 pixels from the link.
- Any other graphic or textual element must be at a minimum distance of 10 pixels from the Pricing Statement.
- If a cookie banner appears on the page, it must not obscure the Pricing Statement.
- It must be specified as follows:

    - For a one-off purchase: "X EUROS", where X represents the total price of the Service, inclusive of tax.
    - For a recurring service subscription: "Subscription: X EURO(S) per [frequency]" or "subscription: X euro(s) per [frequency]", where X represents the total price of the Service, inclusive of tax. The order of these elements within the Pricing Statement may not be altered.

- The term "Subscription" is the one placed next to the service price. Consequently, the Pricing Statement cannot simply consist of the service name followed immediately by the price.
- The word "per" may be replaced by "/".
- The word "Subscription" / "subscription" cannot be abbreviated.
- The word "EURO" or "EUROS" must be written out in full. The symbol € may also be used. No other modifications may be made to this text.
- The spacing between the various terms of the Pricing Statement must be maintained.
- It must be displayed in a horizontal orientation.
- All information contained in the Pricing Statement must use the same font size - at least 14 pixels. The font used must be Arial, Calibri, Helvetica, or Verdana.
- The colour of the Pricing Statement is at your discretion, provided the contrast rules specified in Article 3.3 are met.
- If the service offers a promotional period, this must appear on a separate line from the Pricing Statement.
- The Pricing Statement and, where applicable, the promotional pricing period must be stated on a separate line using one of the following phrases: "Paid via your mobile bill", "Charged to your mobile bill", "Mobile bill payment",

"Subscription/Purchase paid via your mobile bill", or "Subscription/Purchase charged to your mobile bill";
- Any graphic or textual element following this information must be placed at a minimum distance of 10 pixels.

Background Colour of the Pricing Statement

The Pricing Statement is always placed on a solid background.
In all cases, the background colour must:

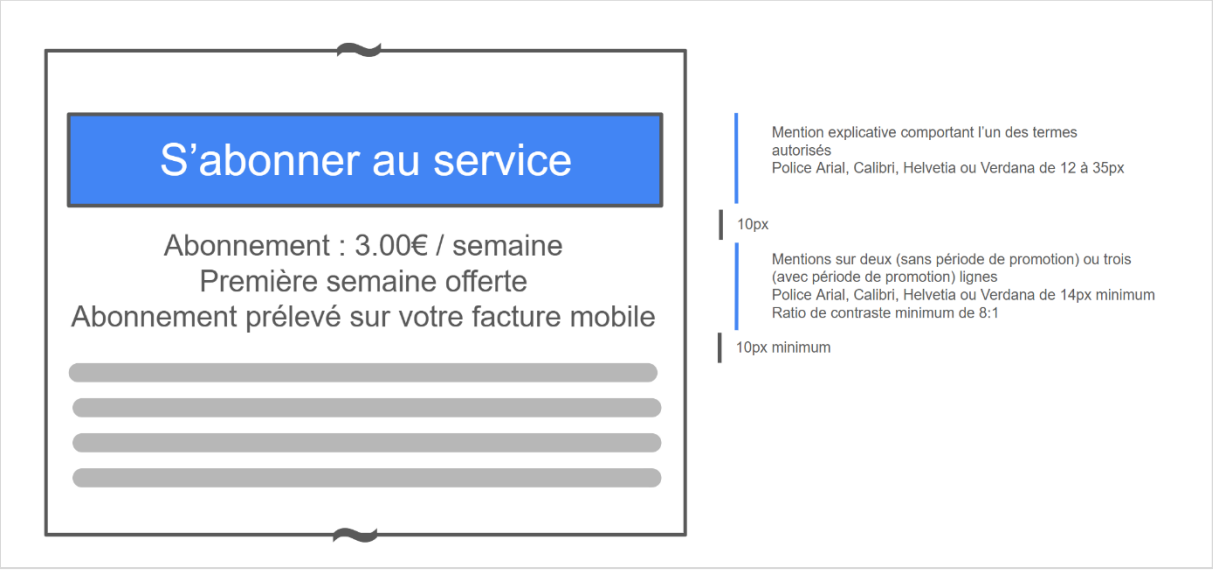
- Have 100% opacity.

- Validate a contrast ratio greater than 8:1 according to the WCAG standard.

* The contrast ratio will be calculated here according to the W3C (World Wide Web Consortium) recommendations for web content accessibility (WCAG 2.0), available at this URL: https://www.w3.org/TR/WCAG20/#contrast-ratiodef

For reference, a tool for easily calculating this ratio is available at this URL: https://webaim.org/resources/contrastchecker/

Example layout for Pricing Statement



The presentation of the Pricing Statement must follow this order:

- Subscription: €x per week
- First week free (if applicable)
- Subscription/Purchase charged to your mobile phone bill

2.1.4 Clickable visual(s) with direct access to the Operator Payment Page.

1. A clickable area with a maximum height of 150 pixels, containing a button between 75 and 100 pixels high, is permitted. This clickable area must be the only one leading to the Operator Payment Page. No text may be added within this area.

2. The button colour must contrast with the background of the visual(s).

3. The visual(s) must not be a paused video ("player" mode) and must not include any icons (e.g., play triangles, player controls, etc.).

4. If a clickable area is partially visible on the screen when the page loads, the Pricing Statement corresponding to that clickable area must be fully visible.

2.1.5 Presence of multiple links to the Operator Payment Page on a single page

The presence of multiple links leading to the Operator Payment Page is permitted, provided that all such Links comply with all the rules set out in Articles 2.1.1 to 2.1.4 above. These links leading to the Operator Payment Page must be spaced at least 100 pixels apart.

2.1.6 User Information

Pages containing a Link must provide the User with certain information so that they can give their informed consent when confirming their purchase. To this end, these pages must include, in particular, a link to the Service's General Terms and Conditions of Sale (GTCS), as well as the following information:

a. Information on the key features of the Service

The key features of the Service must be presented on the Page containing the Link. These key features must be clear, legible, comprehensible, transparent, and comprehensive. They cannot be included solely in the legal notices or footnotes.

If the Service involves access to multiple items of content within the Provider's catalogue, the User must be clearly informed of this - as well as the number of accessible items (or the number per period, in the case of subscription Services) - on the page containing the Link.

When the Service involves accessing or downloading one or more items of content usable solely on a mobile phone, and the page containing the Link is not accessed via a mobile phone, the Provider must clearly indicate that such content is available only for mobile

phones. There must be no ambiguity as to whether this content might also be available on another device.

In addition to the key features of the Service, the Provider must include, above the Link, a clear and fair description of the Service as well as a visual illustration related to said Service.

Descriptions or illustrations that merely describe the action required of the User without describing the Service itself are prohibited.

The text must be written in French, and the illustration cannot consist solely of the service's logo.

Descriptions or illustrations must not mislead the User.

b. Information on the key requirements for providing the Service

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

Where the Service is not compatible with all devices, the Provider shall offer the User only those Services or content items compatible with their device. If the Provider wishes to offer Services or content that are incompatible with the User's device, or if there is any doubt regarding compatibility, the Provider shall encourage the User to verify their device's compatibility before accessing the Payment Process and shall provide a compatibility check tool.

This tool is accessible on all web pages displaying the Link, either directly or via a link. In the latter case, the Link is positioned outside the legal notices or footer information. Furthermore, alongside this Link and the compatibility check tool, the Provider shall display one of the icons available on the www.af2m.org, website, bearing the text "Is my mobile compatible? ".

The compatibility check tool must be easy to use and operate via selection from lists and/or visual recognition. For example, the User will first be prompted to select the device brand, followed by the model. The Provider will endeavour, to the extent possible, to align common device names with their technical designations.

The result provided by the compatibility check tool must relate to content - or a type of content - that behaves consistently across all devices. In the context of Subscription Services, the User must be able to verify the compatibility of their device with content - or a type of content - that behaves consistently across all devices.

When the promotional medium provides the Provider with the User's device specifications (for example, the User Agent in the case of mobile devices), the Provider shall offer only Services or content compatible with the User's device.

A Provider offering a Service (such as streaming, downloading, etc.) that requires high-speed Internet access for its proper execution must inform the User of this requirement.

2.1.7 Availability of multiple payment methods for a one-off purchase or a subscription

a. When the pricing offer is identical

Where the Provider offers a choice of several payment methods on the same page - such as bank card and/or PayPal alongside the Internet+ Solution - that page may provide access to the Operator Payment Page.

The shop name and the Pricing Statement must appear in a clearly identified area with a solid background, positioned 15 pixels above the selection area for the first payment method.

Clear text must invite the user to choose a payment method. For example: "Choose your payment method", "Select your payment method", etc.

The Pricing Statement must state the name of the service, its price, and the billing frequency. It may also indicate that there is "no fixed-term commitment".

All these elements must appear on the page without the User needing to scroll (above the fold).

b. When multiple pricing offers are presented

The Pricing Statement must be placed within the Link when the page background is not solid-coloured.

The Pricing Statement may be placed near the Link when the page background is solid-coloured, at a distance of 10 pixels, with no other elements between the Link and the Pricing Statement.

If the Pricing Statement is neither within nor in the immediate vicinity of the Link, clicking the "Internet+ Mobile Solution selection" button must direct the user to a landing page or an overlay/pop-up that complies with the rules set out in Article 2, "Explanatory notice within the Link."

2.1.8 Transmission of the original URL (referrer)

Where technically feasible, the Provider implements the necessary measures when setting up the payment flows for the Services via the Internet+ Solution to ensure that the referrer for the Operator Payment Page exactly matches the URL of the Page containing the Link that directed the User to the Operator Payment Page.

2.1.9 Timer

A 500-millisecond timer must be implemented on the page containing the Link to the Operator Payment Page. Consequently, no User click on the Link made within this timeframe can redirect the user to the Operator Payment Page.

2.2 Rules applicable to the Alternative Process

The Process is designated as an "Alternative Process" when the Operator chooses to add an Intermediate Payment Page. In this case, following the activation of the Link, the various steps required to conclude the remote contract electronically, as prescribed by regulations, are the responsibility of the Operator.

In this context, the Page containing the Link does not participate in the conclusion of the contract electronically. It is therefore not subject to the specific design rules set out in Article 2.1.
However, the Page containing the Link remains subject to applicable legal and regulatory provisions, as well as the ethical and communication rules of these Guidelines. It must also comply with the following rules.

2.2.1 Service description

The landing page must present a clear and honest description of the service offered without misleading the User. When the Link appears above the fold upon page load, all the information listed below must also appear above the fold.

2.2.2 Characteristics and format of the Link

The Link takes the form of a clickable button that must comply with the following conditions:
1. It must not exceed 100 pixels in height, regardless of the device or display orientation (landscape or portrait).

2. It must be square or rectangular in shape only, with or without rounded corners.

3. Its surface is the clickable area leading to the OPP.

4. It must not contain an icon, even one placed alongside the explanatory text.

5. Its background colour must be solid (no background image).

6. Any text or graphic element must be positioned at least 10 pixels away from the button.

7. A layer or pop-up containing a Link may lead to the Operator Payment Page, provided it complies with all conditions 1 through 6 described earlier in this article.

2.2.3 Explanatory statement within the Link

The Link must include an explanatory statement meeting the following conditions:

1. The authorised terms are as follows: "OK", "Validate", "Confirm", "Continue", "Accept", "Subscribe", "Pay", "Buy", "Take advantage", "Access", "Agree", "Proceed", or one of their derivatives (e.g. "I accept", "I subscribe", "I'll take advantage of this") or consist of the Pricing Statement itself.
The explanatory statement may include two terms from this list. E.g.: "Continue and Confirm".

2. The size must be between 12 and 35 pixels.

2.2.4 Pricing Statement

A. Size of the statement
The Pricing Statement must be legible, using a minimum font size of 12 pixels.
If a cookie banner appears on the page, it must not obscure the Pricing Statement.

A. Contrast of the statement
The Pricing Statement is always placed on a solid 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 Pricing Statements 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 Statements displayed in 12-pixel non-bold text (which may occur when the price is contained within the Link).

A. Content of the statement
For a one-off purchase: "X EUROS", where X represents the total price of the Service, inclusive of tax.
For a recurring service subscription: "Subscription: X EURO(S) per [frequency]" or "subscription: X euro(s) per [frequency]", where X represents the total price of the Service, inclusive of tax. The order of these elements within the Pricing Statement may not be altered.

- The term "Subscription" is the one placed next to the service price. Consequently, the Pricing Statement cannot simply consist of the service name followed immediately by the price.

- The word "per" may be replaced by "/".
- The term "Subscription" / "subscription") may be abbreviated as "Sub" (or "sub").

- The terms "No commitment" or "No fixed-term commitment" may be added following the Pricing Statement.

When a free trial period is offered, this detail also applies within the Pricing Statement.

d. Positioning of the Pricing Statement
The positioning of the Pricing Statement is subject to the following rules.

It must be located:
- within the Link
or
- outside the Link. Any graphic or textual element must be at a minimum distance of 10 pixels from the Pricing Statement.

If the page background is not solid-coloured, it must appear on a solid-coloured background adjacent to the Link.

ARTICLE 3 – USER CONFIRMATION

To ensure the User can confirm their purchase with full knowledge of the facts, the trade name of the Service appearing on the Operator Payment Page must be explicit and must not mislead the User. This trade name must be similar to the name used by the Provider to refer to the Service in communications. It must enable the User to clearly and explicitly identify the name of the Provider's merchant site and the Service being sold.

The Operator Payment Page includes the following information:

- The trade name of the Service, the price of the service,
- The name of the Provider,
- Where applicable, the fact that it is a subscription service (using the term "subscription" or a derivative thereof: subscriber, subscribe, etc.),
- A button or link to confirm the purchase,
- A button or link to cancel the purchase

In the event that this page is embedded in a site (e.g. via an iframe), the Provider shall ensure that all the information specified above is visible to the User without requiring any action on their part.

ARTICLE 4 – ACCESS TO THE SERVICE

Following the Payment Process, or, where applicable, the creation of the Account, the User is automatically redirected to the webpage where they can use the Service.

For Subscription Services, the User may visit this same page throughout the subscription period to access the Service. The Provider shall inform the User of this.

In the specific case where the Service is to be accessed on a different digital device, the Provider must indicate, on the page following the Payment Process, the website URL the User must visit to access the Service.

In all cases involving a subscription service, the User may access the Service at any time by logging into their Account in the "My Account" area.

If the Service is inaccessible at the time of delivery to the User, a specific page displaying the reason for the failure, the trade name of the Service, and the User support contact details will be shown to the User.

If the Provider detects an incompatibility between the User's device and the Service or the content promoted as part of the Service, it shall clearly inform the User. In the case of Subscription Services involving access to or downloading of multiple items of content from the Provider's catalogue:

- Where the Provider's catalogue contains content that is similar or analogous and compatible with the User's device, only such compatible content is offered to the User as part of the Service.

- If the Provider's catalogue contains little or no content that is similar or analogous and compatible with the User's device, the Provider shall inform the User of the various ways to access the service (e.g. via a computer) and must advise the User of the option to unsubscribe at any time should the User lack other means of accessing the service.

ARTICLE 5 – TERMINATION OF SUBSCRIPTION SERVICES

The "My Account" homepage features a clearly labelled button allowing the User to unsubscribe, available for the period prescribed by applicable regulation[10].

To this end, the Provider uses one of the terms "Unsubscribe" or "Terminate" (or a derivative thereof).
By clicking this button, the User is redirected to a page clearly displaying - without the need for the User to navigate the page - either:

[10] https://signal.conso.gouv.fr/fr/actualites/resilier-contrats-en-ligne

- An "Unsubscribe" or "Cancel" button, enabling the User, provided they are authenticated by the Provider and the Operator permits it, to cancel their subscription without any further action on their part.
- Otherwise, the instructions the User must follow to unsubscribe from the Service.

ARTICLE 6 – 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 shall extend a warm welcome to Users and deals with all enquiries in French.

This support service must be accessible - without premium-rate charges - 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 at least one of the following: a postal address in France or an email address.

The Support Service must provide a response to the User within five business days when the request is made by post or email.

The telephone number and the email or postal address of this support service must appear on all promotional materials for the Service, where space permits. They also appear in the "My Account" area for subscription services.

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://extranetafmm.fr. The Provider is informed that all this information is made available to the public on the website www.surmafacture.fr.

Furthermore, the Provider must reference the website www.surmafacture.fr on the "My Account" page by including a hyperlink to the site's URL.

ARTICLE 7 – SERVICE WITH ACCESS CODE

An Access-Code-Based Service enables a User to access - via a digital medium - content or a digital service offered by a Provider, without that content or service being delivered immediately upon the User’s payment for the Service.

Only a single access code must be required for the User to acquire the content or digital service.

It is prohibited to induce a User to enter multiple access codes without providing them - after the entry of each access code - with the content or digital service corresponding to that code,

regardless of the reason (e.g., a promise of increased odds of winning a game, saving time, etc.).

An Access-Code-Based Service must under no circumstances provide access to content or a service belonging to the "Adults Only" category.

Any digital content or service offered by the Provider as part of an Access-Code-Based Service must comply with all ethical and communication standards applicable to Internet+ Mobile Services.

The Provider must limit the validity period of an access code to 48 hours following its delivery to the User. Moreover, in this case, the access code must remain valid for at least one hour after it has been issued.

Access-Code Delivery Services are not permitted for subscription.

ARTICLE 8 – THRESHOLDS FOR COMBATING FRAUD AND EXCESSIVE USE

In connection with the Services - with each Service identified by a trade name (displayed on the Operator Payment Page) - the Provider must:

- Limit the User's total expenditure to €25 (inclusive of tax) per Service per User over a 4-minute period,
- Limit the User's total expenditure to €50 (inclusive of tax) per Service per User per calendar day.

Upon reaching this spending threshold, the Provider must inform the User of the threshold amount (in euros) that has been reached and the time at which the User may resume using the Service. It must not promote any other premium-rate service.

ARTICLE 9 – PRICE OF SERVICES

All services must comply with the following conditions:

- A single price for a given Service, regardless of whether the User accesses it via Wi-Fi, 3G, etc.
- Uniform Service pricing (price, period, promotion) across all operators

	Maximum authorised price* (inclusive of tax, excluding connection costs)
One-off purchase	€20
Weekly subscription	€3 per week
Monthly subscription	€10 per month

** This table is provided for information purposes only, without regard to specific Operator terms (prices generally observed).*

NAMING GUIDELINES: SET OF RULES APPLICABLE TO THE NAMING OF INTERNET+ MOBILE SERVICES

The Service Provider, hereinafter referred to as the "Provider", must comply with the rules set forth herein regarding the naming of services billed to the User via the Internet + Solution. 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.
The purpose of these Guidelines is to ensure transparency and fairness in the provision of the Service.

ARTICLE 1 – GUIDING PRINCIPLES

1.1 Fairness towards Users

The Name of the Service provided by the Provider must be fair. It must not be liable to mislead the User regarding the content or nature of the proposed Service, the pricing, or the options or terms of delivery of the proposed Service - as described by the Provider when registering the Service with Af2m - nor create confusion with the services of a third party.

The Name of the Service provided by the Provider must not use terminology related to advertising or promotion.

The Name of the Service may not consist of a designation that is exclusively generic, customary, or necessary to designate the Service provided by the Provider to Users, nor may it be composed exclusively of terms indicating the essential quality or composition of the Service provided by the Provider to Users.

For example, names consisting exclusively of the name of a musical genre (such as "POP", "HARD ROCK", or "HOUSE"), a sport (such as "RUGBY" or "FOOTBALL"), a well-known city (such as "PARIS", "MARSEILLE", "LYON", "MADRID", or "ROME"), or a regulated profession (such as "LAWYER(S)" or "NOTARY/NOTARIES") cannot be registered.

The Provider undertakes to ensure that the Service Name does not infringe upon:

- public order
- respect for the human person and human dignity, gender equality, and the protection of children and adolescents
- applicable regulations, and in particular:
    - the Law of 29 July 1881 on Freedom of the Press For example, Service Names consisting of abusive, racist, sexist, or homophobic terms are prohibited;
    - consumer protection laws. Thus, names containing references to pricing, promotional offers (e.g. "Try", "Gift", "Free", "Unlimited"), or pricing structures (e.g., one-off purchase/subscription) are prohibited.

The Provider undertakes to ensure that the Service Name:

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

1.2 Principles regarding young people

The Service Name provided by the Provider and intended for young audiences must, in particular, contain no message that:

- might be offensive to young children and minors,
- presents in a favourable light any behaviour generally regarded as reprehensible,
- is of a violent or pornographic nature.

1.3 Fairness towards professionals

In general, the Service Name provided by the Provider must not in any way harm the image or reputation of the institutions or bodies involved in establishing the rules governing this activity. It shall not use any trade mark or company name to promote its Service without the express consent of the entity holding the rights.

1.3.1 Fairness towards competing Providers

The Provider must conduct preliminary searches to ensure that the Service Name does not create a likelihood of confusion with existing names, nor with corporate names, trade names, domain names, any other prior distinctive signs, or previously registered Service Names. In this regard, the Provider undertakes to verify the availability of the chosen Service Name and to conduct any necessary prior art searches.
To this end, in particular, the Provider is advised to verify the availability of the Service Name on the website www.surmafacture.fr

1.3.2 Fairness towards Operators and Af2m

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

The Service Name must align with the purpose of the Service as declared to the Operator and must not be of a nature that could. even potentially, lead to any confusion between the Provider and the Operators, or between its Service and the Operators' services.

The Provider also undertakes to ensure that the Service Name does not create a risk of confusion with Af2m.

Consequently, the Provider undertakes to indemnify Af2m and the Operators against any direct consequences - including legal fees - arising from any failure to comply with this obligation that causes harm to Af2m and/or the Operators.

1.3.3 Fairness towards rights holders

The Service Name provided by the Provider must not infringe upon or misappropriate any trademark, copyright, or other intellectual property right.

The Provider declares that the Service Name does not infringe upon any rights that a third party might assert, including - without limitation - trademarks, personality rights (such as surnames, pseudonyms, etc.), copyrights, or the Providers' prior Service Names.

1.3.4 Fairness towards regulated professions / public authorities

The Provider undertakes not to use Service Names consisting of the names of regulated professions, terms related to the functioning of the State (such as, in particular, "ministry", etc.) and local authorities or their deliberative bodies ("town hall", "regional council", etc.) without holding rights to such terms.

1.4. Uniqueness of the Service Name

The Provider is responsible for the data declared to the Operator or transmitted in real time during payment transactions.
Thus, the declared Service Name - whether transmitted in real-time to the Operator or included in user information SMS messages - must be strictly identical to the "service name" field in the Af2m Extranet, using exactly the same spelling and capitalisation (lowercase/uppercase), and must under no circumstances be supplemented by a tagline.

1.5. Services classified as "not recommended for under-16s"

The name of a service falling into the "not recommended for under-16s" category must not include elements referring to a pornographic context or suggesting that the service might contain pornographic content.

ARTICLE 2 – SYNTACTIC CONSTRAINTS

The Service Name may consist of a maximum of 18 characters. It must be alphanumeric - that is, composed solely of letters and numbers. It must not contain any symbols (€, $, £, etc.). The only permitted special characters are the period (.) and the hyphen (-).
The Service Name cannot be a numerical variation of an existing Service (e.g. NAME 1, NAME 2, etc.). It must not include any punctuation marks or diacritics (accents and cedillas).

The Service Name must not contain any legal entity designations such as SA, SARL, etc.

URLs are not permitted.
The use of uppercase letters is subject to the following rules:

- Capitalisation is permitted only for the first letter; however, if the Service name consists of two or more conjoined words, an initial capital letter is permitted for each word to enhance readability.
- When the Service name consists of multiple words, capitalisation is permitted for each word.
- Service names consisting exclusively of uppercase letters are prohibited, with the exception of those composed of 2, 3, or 4 uppercase letters.

Regarding information entered into the Af2m Extranet:

- the "Service Name" field cannot be a URL.
- The general service access URL will be entered exactly as is (without the "http://" prefix) in the "Keywords" field of the Af2m Extranet, to facilitate searching for User Support contact details in the reverse lookup directory available on the website https://www.surmafacture.fr

ARTICLE 3 – GROUNDS FOR REFUSAL OF THE SERVICE NAME UPON DECLARATION TO Af2m

Af2m does not conduct any searches or analyses regarding the availability of the Service Name with respect to the prior rights of third parties. Verifying that the Service Name does not infringe upon prior rights held by third parties is the sole responsibility of the Provider.

Af2m reserves the right to refuse a Service Name if it contravenes the provisions of the articles of these Naming Guidelines.

Af2m also reserves the right to refuse a Service Name for any other legitimate reason.

ARTICLE 4 – RULES APPLICABLE TO VISUALS AND TAGLINES

The visual element and the associated tagline, implemented on the Operator Payment Page, must comply with all applicable requirements regarding service naming. The tagline must feature concise and clear wording.

APPENDIX 1: CONTENT CLASSIFICATION

Content classification rules follow the ARCOM recommendations available here: https://www.arcom.fr/actualites/campagne-de-sensibilisation-la-signaletique-jeunesse-de-larcom-proteger-les-mineurs-face-aux-ecrans

For reference purposes, the analysis grid below is provided by af2m and is based on the "Classification of Mobile Multimedia Content" issued by the Internet Rights Forum on 17 October, 2006.

1. Evaluation grid

The evaluation grid provides examples for each category to help Providers identify the category into which their content falls. These examples should be assessed taking into account the modifying factors set out in point 2.

1.1. Nudity - sex

Category	Evaluation criterion	Examples
Not recommended for under-12s	Depiction or description of scenes with sexual connotations.	Full nudity; suggestive poses; nudity combined with suggestive situations; persistent depiction of nudity (video, frequency of depiction).
Not recommended for under-16s	Depiction or description of scenes intended to sexually arouse the user.	Provocative demeanor; depiction reducing a person to a sexual object; sexual touching and simulated or suggested sexual acts.
For adults only	Depiction or description of scenes of a pornographic nature.	Display or exposure of genitals; sexual touching and masturbation; sexual acts that are not simulated or in which genitals are visible.

1.2. Physical or psychological violence

Category	Evaluation criterion	Examples
Not recommended for under-12s	Depiction or description of scenes of physical or psychological violence.	Gratuitous violence against fictional characters; positive or persistent depiction of the use of realistic weapons; distressing scenes.

Category	Evaluation criterion	Examples
Not recommended for under-16s	Depiction or description of scenes of extreme violence.	Violence towards human beings or animals; scenes involving blood or suicide; scenes of horror.
For adults only	Depiction or description of scenes of extreme violence.	Violence against vulnerable human beings; blood and/or injuries in large quantities or in detail; mutilation; slapping.

1.3. Language

Category	Evaluation criterion
Not recommended for under-12s	Strong language.
Not recommended for under-16s	Crude, foul, and obscene language.

1.4. Potential risk – socially unacceptable behaviour.

Category	Evaluation criterion	Examples
Not recommended for under-12s	Depiction or description of actions likely to incite minors under the age of 12 to commit dangerous acts or acts condemned by society.	Wanton and deliberate destruction of objects; use of dangerous objects and products.
Not recommended for under-16s	Depiction or description of actions likely to incite minors under the age of 16 to commit dangerous acts or acts condemned by society.	Gambling operated by authorised entities; positive depiction of tobacco and alcohol consumption; portrayal of criminal or illegal acts in a positive light; drug use; activities likely to be imitated that could result in serious injury or death.

Category	Evaluation criterion	Examples
For adults only	Depiction or description of actions likely to encourage minors to commit illegal acts or acts frowned upon by society.	Glorification of activities likely to be easily imitated that could result in serious injury or death.

2. Adjustment of the rating

When evaluating content offered to the public by an online service, it is appropriate to consider factors that may influence the perception of the content made available.

Context, current events at the time of classification, and the treatment and intent of the depiction or description can have an aggravating or mitigating effect on the perception of the content in question, leading the Provider to raise or lower the content's classification level. In general, anything that helps convey the meaning of images or messages can lead to a more flexible approach to classification; conversely, anything that bypasses meaning - particularly through editing, pacing, or framing - can lead to a stricter classification assessment.

2.1. Intent and context

The context in which a scene is depicted or described shapes part of its meaning and how it is perceived.

Presenting a subject that is potentially harmful to minors for educational, artistic, or humorous purposes may mitigate its impact. Conversely, depicting this subject matter for strictly "recreational" purposes or to arouse the audience - as well as inciting the performance of the depicted act - may render the subject more sensitive, thereby warranting a stricter classification. Similarly, placing subject matter that is potentially harmful to minors within a more elaborate narrative context may mitigate the perception of harm. Thus, the depiction of sexual acts or the representation of genitals in a strictly educational context may justify a less restrictive content classification, as may the broadcasting of violent imagery for informational purposes and within an informational framework.

2.2. Current events

Current events constitute another contextual factor that can influence the perception of content. The classification must therefore take this into account.

Broaching certain subjects may become inappropriate depending on current events, justifying a stricter content classification.

2.3. Treatment

The way a subject is presented can significantly influence public perception. The medium, such as a drawing, image, or text, the degree of realism and detail, the format of the depiction, the sound level, and the prevalence of similar scenes can all serve to either mitigate or intensify the shocking nature of the content.

A single, isolated scene depicting a suggestive pose will likely receive a lower classification rating when it forms part of a narrative. Conversely, a film clip - particularly a trailer - can have a far greater impact on a minor if it focuses on one or more potentially harmful scenes than the same scene would when viewed within the context of a full-length film. Finally, the volume or persistence of certain depictions can lead to a form of trivialisation that may warrant a higher classification - particularly when images of violence or sexual content are normalised.