



ACN COMMUNICATIONS FRANCE SAS

CODE OF PRACTICE



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CODE OF PRACTICE (“Code”)

INTRODUCTION

This Code is currently in force and has been prepared and published following the requirements of the Order from 31 December 2013 issued by the Ministry of Economics and Finance.

ACN is committed to reviewing on a regular basis its systems, procedures and documentations, including this Code, to ensure compliance with the existing requirements. This Code is published on ACN’s websites and can be provided free of charge by contacting ACN Customer Service (see “**Useful Contacts**” section of this Code).

This Code provides:

- An introduction to ACN Communications France SAS (also referred to as “**ACN**”, “**Us**”, “**Our**” or “**We**” in this Code);
- Information on the services We offer to Our customers (also referred to as “**You**” or “**Your**” in this Code);
- General Information on the additional services provided to You by ACN when You subscribe to Our services;
- Information on Our complaint handling procedure (“**Complaints Code**”); and
- Useful contact details – how to contact Us, as well as alternative dispute resolution and telecommunications regulatory bodies in France.



ABOUT ACN COMMUNICATIONS FRANCE SAS

ACN Communications France SAS is a company duly incorporated under the laws of France with its registered office address at 9/11 allée de l'Arche, 92671 Courbevoie Cedex, France.

ACN is a wholly owned subsidiary of ACN Europe B.V., located in the Netherlands. The ACN Group is a large direct selling telecommunications company with operations in North and Latin America, Europe and Asia and the Pacific. “**ACN Group**” means all legal persons under common ownership with ACN Communications France SAS.

In France, We currently provide Carrier Pre-selection Services (“**CPS**”), Line Rental (“**WLR**”) Services, Digital Phone Services (“**DPS**”) and 4G (fourth generation) Mobile SIM Services under the trademark JOi, incorporating mobile internet voice, text and data services mainly to residential but also to small business customers in certain circumstances. Please, see the relevant Standard Terms and Conditions for Your chosen product or service for additional information.

OUR COMMUNICATIONS WITH YOU

We communicate with You in a variety of ways. Please, note that We adhere to all applicable data protection rules in the course of Our communications with You.

You will occasionally receive “update information” together with Your monthly bill. This is specific news relevant to the product or service that You currently receive from Us or information about major promotions or announcements.

Our current Standard Terms and Conditions and the Price Lists, as well as the latest information on Our Services are all available on Our websites.

CUSTOMER CONFIDENTIALITY

We have a [Privacy Policy](#) that describes how We collect and process information provided by You, Your right to limit Our processing of Your information, and Your right to access, correct, and delete the information that We hold.

Additional details about Our use of Your information can be found in the relevant Standard Terms and Conditions, as well as in Our [Privacy Policy](#), a copy of which is always available on Our websites. We will only use Your personal information in accordance with Our [Privacy Policy](#), the relevant Standard Terms and Conditions, and French data protection and privacy legislation.

COMPLIANCE

We have a number of legal obligations found in various pieces of French legislation, including telecommunications regulations, marketing rules and consumer codes. We have an internal Legal department (based in Amsterdam, The Netherlands) and strong links to external counsel in France



in order to ensure that We remain up to date with new developments in the law and regulation in France and that the necessary steps are taken to ensure compliance.

If You have any questions regarding this Code or You believe that any of the principles laid down in this Code have not been complied with, then, please, contact Our Legal department directly.

By Post:

Legal Department
ACN Europe B.V.
Adam Smith Building
Thomas R. Malthusstraat 1-3
1066 JR Amsterdam
The Netherlands

By e-mail:

amsterdam.legal@acneuro.com

TERMS AND CONDITIONS

For all Our services, You will be asked to read and agree to the Standard Terms and Conditions relevant for Your chosen service prior to submitting Your order. If Your chosen service has a minimum term, You are expected to pay any outstanding sums owed to the end of the minimum term of Your contract as described by our Standard Terms and Conditions. We reserve the right to terminate the service if You fail to pay for Your service or otherwise breach Our Standard Terms and Conditions. A copy of Our latest Standard Terms and Conditions will be sent to You when You complete Your order and can always be viewed on our websites.

NUMBER PORTABILITY

If You are a new customer to ACN, You may want to transfer Your existing fixed or mobile telephone number to Us.

To port Your existing fixed telephone number to Us, simply provide the details requested during the ordering process and agree to the authorizations, which provide Us with a mandate to port Your telephone number.

To port Your number to Us, You will need to obtain Your Record of Identity Operator (“**RIO**”) which is a unique 12 number long code assigned to each number. You can obtain Your RIO code by simply dialing 3179 from Your mobile phone, free of charge. The 3179 service is available 24/7 and You will be connected to a voice service which will provide You with Your unique RIO code. You can dial 3179 from any number and You will receive the unique RIO code for that number. This means that if You are not able to make outbound calls from the number You want to port to ACN, You will need to contact Customer Service for assistance. Once You have Your RIO code You need to provide it to Us before We can move Your number to Us. See Our website for additional information.

Remember that if You port Your number (fixed or mobile) to Us during a minimum initial term of contract with Your old provider, You may be liable for payments under that contract.



If You are an ACN customer and You want to transfer Your number to another service provider, You will need to dial 3179 to request to unique RIO code. You will need to give Your RIO to Your new service provider to port Your mobile number to that network.

RETURNS POLICIES

You may change your mind within 14 days after conclusion of the agreement (“**Withdrawal Period**”). Please, see the relevant Standard Terms and Conditions for Your chosen service for additional information and contact Customer Service to follow the appropriate returns procedure for Your chosen service.

Please, keep in mind that You may be charged if You have used any services during the 14 day Withdrawal Period. You may also be charged for any damaged or missing accessories or if Your purchase is not in a condition to resell.

NETWORK RELIABILITY

ACN will use reasonable care to provide continuous, high-quality service to You. ACN undertakes to ensure service availability of 90% in a network covered area each calendar month. However, we rely on other network providers to provide Our services to You. Events beyond Our or Our network providers’ control, such as network failures or congestion by other telecommunications providers, power outages, severe weather, governmental or labor actions, and acts of God, may prevent us from providing the services to You or affect service quality.

There can also be instances where the service is interrupted for short periods while essential maintenance is carried out. We and Our network providers will try to keep these periods at a minimum. Where possible, We will notify You of maintenance activities that may impact You in advance.

EMERGENCY SERVICES

You can make free calls to emergency service numbers such as 112 and 999 using Your CPS, WLR or DPS service. However, remember that for DPS access to emergency service numbers may be subject to technical limitations that may not apply to fixed line telephones. For example, calls to emergency service numbers may fail if your Internet connection is unavailable or if there is a power outage.

Emergency services operators may not be able to locate You automatically if You call them using Your DPS at a location other than the one provided to ACN. If You choose to use DPS at a different location, You must always update your location information with ACN. If You do not update your location, the information provided to the emergency service operators by ACN may be incorrect.

Calls to emergency service numbers via the ACN Companion App may not be available due to network restrictions. In these cases, calls to emergency service numbers should be made using your network operator’s service.



For mobile services, when You are outside of the network coverage area, Your mobile phone will try to locate another mobile network so that You can make emergency calls. Emergency service calls cannot be made using Skype, WhatsApp, Viber, Facebook Messenger, or any other similar service on Your mobile.

Please, see the Standard Terms and Conditions relevant to Your service for additional information on access to emergency services.

CUSTOMER COMPLAINTS CODE

Customer satisfaction is Our primary goal. We have implemented various procedures and processes to maintain the highest possible quality in the provision of customer services. These procedures and processes include regular internal audits, preventative and corrective procedures, provisioning processes, billing processes, complaint procedures, customer satisfaction surveys and continuing staff training.

Making a Complaint

If You want to make a complaint, please, contact Us using any of the methods provided in the “**Useful Contacts**” section at the end of this Code.

Should You lodge a complaint, to ensure Your complaint is resolved as quickly as possible, please, provide Us with sufficient details including:

- The main details of Your complaint;
- Your account number with ACN; and
- Your name, telephone number, e-mail and postal address, as applicable; and
- Information how we should contact you back.

If We require further information from You, We will promptly contact You.

Resolving Your Complaint

We have developed an internal escalation process for dealing with customer complaints. Your initial complaint will be submitted to ACN’s Customer Service department whose goal is to investigate and resolve complaints within a maximum of 30 days, depending on the complexity of the complaint, unless that is not reasonably possible.

Should You not be satisfied with how Your initial complaint has been handled, You may refer Your complaint to ACN’s Consumer Services department who will investigate Your complaint and the resolution of ACN’s Customer Services department. ACN’s Consumer Services department will contact You with their resolution within 30 days, unless that is not reasonably possible.

In the event that We are unable to resolve Your complaint satisfactorily within 2 months from receipt of Your complaint, You may refer Your complaint to the Association Médiation des



Communications Electroniques (“AMCE”) (www.mediateur-telecom.fr), an independent Alternative Dispute Resolution body.

The Mediator will take evidence from both You and Us and will make an independent decision based purely on the merits of the case.

The full contact details of the Mediator can be found in the “Useful Contacts” section at the end of this Code.

USEFUL CONTACTS

ACN Communications France SAS (ACN)

We strive to provide excellent customer service. Contacting Us could not be simpler. You can get in touch with Us online (e-mail, webform and chat on some websites), as well as by phone or sending Us a letter.

Contact details:

9/11 allée de l’Arche
92671 Courbevoie Cedex

Telephone numbers:

CPS/WLR	01 82 634 222
DPS	01 82 634 333
JOi Services*	05 35 900 121 or 121 from the JOi network (Monday to Friday from 9.30am to 5.30pm)

* JOi Services include the JOi Mobile Service

E-mail Customer Service: france.numerique@myacn.fr
service.client@joitelecom.fr

E-mail Consumer Service: service.consommateurs@myacn.fr
service.consommateurs@joitelecom.fr

Website: acneuro.fr
[myacn.eu/FR_FR/
joitelecom.fr](http://myacn.eu/FR_FR/joitelecom.fr)

Autorité de régulation des communications électroniques et des postes (“ARCEP”)

ARCEP is the independent French regulator for the communications industries with responsibilities for the TV and radio sectors, fixed line and mobile telecommunications and postal services.

Contact details:

7, Square Max Hymans
75730 Paris Cedex 15



Telephone number: 01 40 47 70 00

E-mail: consommateurs@arcep.fr

Website: www.arcep.fr

Association Médiation des Communications Electroniques (“AMCE”)

AMCE is an independent organization dedicated to sorting out disputes between customers and providers of electronic communications. Please, note the AMCE will only consider complaints which are over 2 months old and which You have already referred to ACN’s Customer Service and Consumer Service departments without being satisfied with the resolution.

Contact details:

CS 30342

94257 Gentilly Cedex

Website: www.mediateur-telecom.fr

Directions départementales de la protection des population (“DDPP”) and Direction générale de la concurrence, de la consommation et de la répression des fraudes (“DGCCRF”)

DDPP and DGCCRF are public bodies in charge of protection of the public and amongst other advising on and investigating consumer protection issues.

To contact the nearest office to You, please, check this website:

www.economie.gouv.fr/dgccrf/coordonnees-des-DDPP-et-DDCSPP

Online Dispute Resolution (“ODR”) Platform

If You purchased Your product or service online, You may also be able to use the ODR platform managed by the European Commission, also available in all EU languages, to resolve your dispute.

Contact details:

National contact point - France

ODR Contact Point for France

59 bd Vincent Auriol, Télédoc 063, cedex 13

75703 Paris

France

Telephone number: 0 1 44 97 06 12

Fax: 01 44 97 33 66

E-mail: odr-france@dgccrf.finances.gouv.fr

Website: ec.europa.eu/odr/