



The E-mail Charter

Code governing the traceability of e-mail addresses used for the direct or indirect collection of data

Foreword

This « E-mails Collection» charter has been designed and drafted by members of the Collectif des Plateformes d’Affiliation² (CPA) and by e-mailer publishers taking part in the CPA E-mailing Commission.

The purpose of this initiative consists in maintaining the quality of the service offered by companies that are members of the CPA and also by advertisers who are clients of the aforementioned companies.

Through this initiative, the CPA confirms its support for the respect of the fundamental principles of personal data protection when collecting and updating electronic data (end use principles, transparency and the right to erasure of data as established by article 6 of the Law on Data Protection of the 6th January 1978 modified on the 6th August 2004) and establishes the sound practices required for the purpose of collaboration with CPA member companies.

The CPA reserves the right to amend, revise or supplement this Charter in order to bring its articles into line with emerging new practices and / or changes in regulations or even in order to enhance its effectiveness.

The text of the Charter is accessible online at:
http://www.cpa-france.org/CPA_CharterEmails_2011_Diffusion.pdf

By signing this page, the Company acknowledges that it has read and approved all the clauses constituting the E-mails Charter.

Signatory affiliate network:
Signature, date, Company stamp

Signatory Company:
Signature, date, Company stamp

This Charter must be returned to your CPA member affiliate network duly signed by one of your Company’s legal representatives and dated and initialled in the spaces provided for this purpose.

By return, you will receive a copy duly signed by the legal representative of the CPA member affiliate network.

Each CPA member may request from the Signatory a copy of this page which the latter has signed together with another member of the CPA.

² The CPA includes: *affilinet, Commission Junction, Effiliation, Netaffiliation, Public-Idées, Reactivpub, TradeDoubler, Webgains and zanox*



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Initialed for the affiliate network

Initialed for the signatory



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1. Definitions

Within the context of this code, the terms listed below will be construed as follows:

- Affiliation: a system whereby an advertiser makes use of a network of sites termed «publishers» which, through an advertisement or a link, will direct traffic to his site. When a Websurfer who visits the affiliated site clicks on the advertisement and performs a predetermined action on the advertiser's site, then the member is remunerated. Thus, the advertiser only pays when a predetermined action is performed, based on the economic model designated « coût par action » (CPA) [cost per action]. This predetermined action can either be a sale, the completion of a form or any other action that is not paid for in advance (request for a quotation, subscription to a newsletter, downloads etc.).
- E-mailer publishers : the category of publishers who make use of e-mail contact files (comprising clients or prospects) that he has himself collated or purchased or that he uses under a supply agreement.
- Owner base (hereinafter «Owner Base» or « Source Base »): any file generated by collecting electronic data produced and held by the Controller.
- Managed base: any file generated by collecting electronic data not produced by the Controller but managed by him.
- Pooled base (shared emailing base) (hereinafter « Pooled Base»): Pooled base (shared emailing base) shall be construed as any Base containing addresses originating from the Owner Bases, called Source Bases, not collated by the Controller. The addresses in a Source Base are deemed to have been transferred into the Pooled base (shared emailing base) when the addresses of the aforementioned Source Base receive a message informing them that they will henceforth form part of the Pooled base (shared emailing base); this message must contain a link allowing each address in the aforementioned Source Base to decline this transfer. The transfer must be temporary and must be covered by a specific contract for use by the pooled base (shared emailing base).
- E-mail address: the e-mail address of a physical or legal entity and the related personal data (surname, forename, postal address, etc.)
- E-mailing: mass transmission, by internet, of electronic mail for sales or advertising purposes. Also designated in the remainder of this code as « advertising e-mails » or « advertising offers»
- The Controller is the keeper and/or the manager of the e-mail addresses constituting his bases. These bases consist of e-mail addresses provided by physical entities who have agreed to receive e-mails for commercial purposes. Therefore, he is responsible for the proper application of the rights held by those who own the e-mail addresses (collection/right to object/consultation/amendment/information/deletion) that is to say for tracking the e-mail addresses collected. The websurfer must remain master of his e-mail address at all times.
- The subcontracting professional: the person responsible who is neither the owner nor the user of the e-mail address details and who is acting as an agent. For example, affiliate networks can be regarded as subcontracting Professionals.



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2. Object

Within the context of their affiliation activity, CPA members allow advertisers or/and their agencies to feature their advertisements in newsletters or dedicated e-mailings produced by their e-mailer publishers. These e-mailings are sent to prospects and clients constituting owner bases and/or the management of e-mailer publishers and advertisers.

The purpose of this code consists in providing support for the activities of not only e-mailer publishers but also agencies and advertisers, in order to avoid any overflow that could adversely affect both the latter and the market itself.

It targets Controllers and Subcontractor Professionals that are also designated « the Signatories » hereinafter.

The rules presented in the following have been produced more specifically for detailing the rights and obligations of the Signatories with regard to the constitution and updating (traceability) of e-mail address (clients and prospects) files as part of their marketing and direct mailing operations.

E-mail address processing will not be discussed in this code but may form part of future additions.

All Professional signatories undertake to respect this Charter, according to the obligations incumbent on them, for all direct marketing and canvassing campaigns targeting prospects and clients who benefit from the protection measures applied under French law.

3. The role and obligations incumbent on the Signatory with regard to the origin of the Bases and their conformity with currently applicable regulations

I. The general principle: checking the source of the Base

The Controller guarantees the source of the base that he has constituted or purchased or that he uses under a supply agreement, covering elements such as: the method of their acquisition, the IP, the time and date of the collection, the browser, the registration form used together with the web site to which the form was attached or the paper form. He must be capable at all times of demonstrating provenance at the request of the affiliate network with which he is working.

In this context, the Controller agrees to keep informed, should this be necessary, his affiliate network of his acquisitions, describing his methods and the partners involved.

When, on legal grounds, the Controller cannot identify his partners, he must provide a "white list" containing his managed publishers as well as other editors.

For example:

The delivery of a printout of 70 publishers featuring the 40 Production publishers as well as the 30 publishers who are not partners of this Production.

The platform then specifies which publisher it rejects.



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II. Nature of the obligations incumbent on the Signatory: Rights enjoyed by prospects and clients under the Data Protection Act

The Controller guarantees that his Base has been produced according to currently applicable rules, especially those applicable under the provisions of the Data Protection Act of the 6th January 1978 modified on the 6th August 2004 (Enactment decree n° 2005-1309 of the 20th October 2005) and law n° 2004-575 of the 21st June 2004 concerning trust in the e-economy (LCEN).

- a. The Controller guarantees that he has completed all declaration obligations applicable to his business or has appointed a data protection spokesman from within his organisation who is responsible for keeping a list of processing carried out on this issue.
- b. Appointing a data protection spokesman in a personal capacity effectively helps to ensure that the principles detailed are respected. In particular, it provides the advantage of simplifying certain formalities and a customised access to the CNIL services (extranet, practical workshops, dedicated telephone line and e-mail etc.)
- c. The Controller undertakes to ensure that data collected has been obtained in an honest and transparent manner.
Consent must be freely and specifically given.
- d. The Controller undertakes to respect the opt-in (or the person's prior consent) condition for his base as part of a business by businesses to private individuals.
The opt-in condition refers to a deliberate action by the prospect who wishes to receive advertising e-mails. The Controller undertakes not to use any pre-ticked forms in accordance with the recommendations of the CNIL and the Data Protection Act of the 6th January 1978 modified on the 6th August 2004.
As detailed in the Ethics Code applicable to Direct Electronic Communications of the SNCD (March 2005), clauses concerning the obtaining of consent must be of a size and layout comparable to those of the remainder of the text, positioned before or after the data which is to be used and before the validation button when one is included.

Example of texts relating to the obtaining of consent:

- I agree to receive offers from xxx.fr for marketing purposes, by e-mail

Example when information is collected for canvassing purposes by the partner of the collecting company (co-registration):

- I agree to receive marketing offers by e-mail from the commercial partners of the Company s xxx.fr

When the websurfer agrees to his e-mail address details being transmitted to partners of the company collecting said details, these may only be disclosed to a third party with the websurfer's explicit consent.

- e. The Controller guarantees that the client or prospect has been informed of all his rights according to the provisions of article 32 of the Data Protection Act at the time his personal data was collected.
As detailed in the SNCD Ethics Code applicable to Direct E-mails (March 2005), the clauses concerning the obtaining of consent must be of a size and layout comparable to those of



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the remainder of the text, positioned before or after the data which is to be used and before the validation button when one is included.

Example of text referring to the rights of the individual associated with the obtaining of consent by businesses from private individuals:

« You have the right to access, amend, object to and delete your personal data (article 38 of the « Data Protection Act » n°78-17 of the 6th January 1978 modified). To use this right, please send a letter or an e-mail to – Company name, Company address, www.sitewebsociété.com. Collection processing controller: Company name, Purpose of the processing: client file management / canvassing. You may also use our contact form: www.sitewebsociete/contacts.com »

For the purpose of exercising the right to object and in accordance with the provisions of article 96 of the decree of the 20th October 2005, the websurfer must be capable of explicitly expressing his choice before finally validating his responses. This is construed as the websurfer having agreed to being registered under conditions of total transparency. The Controller to whom the right to object was submitted immediately reports this objection to any other Controller to whom he had provided the personal data subject of the objection as required by the terms and conditions of article 97 of the aforementioned decree.

- f. In accordance with his legal obligations³, as the Controller is mainly addressing an audience of minors, he must ensure that the steps taken to warn, inform and protect minors are featured on the form used to collect data online. In particular, this text must stipulate that the [minor's] legal representative agrees to data being collected on the minor in his care.

The end usage principle must also result in sites targeting minors to only collect data that is strictly required for the end usage.

The collection of any information from minors concerning their family background, the lifestyle enjoyed by their relatives and their social and professional status is deemed excessive and dishonest.

The collection of sensitive data from children must be regarded as prohibited save when the site controller can demonstrate that the parents have expressly given their consent thereto.

Under no circumstances may the use of a game or lottery intended for minors lead to the data thus obtained being disclosed to third parties when the site controller is unable to demonstrate that the parent have expressly consented thereto.

- g. Save having obtained the explicit consent of the physical entity, the Controller undertakes, in accordance with the provisions of article 8 of the Law of the 6th January 1978 modified, not to collect or process personal data that reveal, whether directly or indirectly, race or ethnic origins, political, philosophical or religious opinions or the person's membership of a trade union or data concerning the person's health or sex life.

³ Articles 389.3 and 488 of the civil code civil and of the jurisprudence on daily life actions likely to be validly performed by a minor; Article 14 of the "International code on legal advertising practices" approved by the International Chamber of Commerce.



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- h. The Controller undertakes to exclude from the Base(s) for which he is responsible all addresses originating in the exchange of files of e-mail address details.
For example:
- (i) The Controller of Base A and that of Base B cannot come to any agreement on the exchange of all or part or in any form whatsoever of addresses pertaining to Base A and to Base B so that Base A contains addresses from Base B that had not formed part of Base A and conversely.
 - (ii) The Controller of Base A and that of Base B cannot come to any agreement such that:
 - a message be transmitted to the addresses in Base A informing them that henceforth they will form part of Base B and have effectively been transferred into Base B, and even if this message contains a link allowing the Base A websurfer to object to this transfer.
 - and a message be transmitted to the addresses in Base B informing them that henceforth they will form part of Base A and have effectively been transferred into Base A, and even if this message contains a link allowing the Base B websurfer to object to this transfer.
- i. The subcontracting Professional must take every useful step to safeguard the safety and confidential nature of personal data: he undertakes not to reuse the data collected for purposes other than those for which they were provided and to protect the confidential nature of data relating to physical entities (e-mail, data relating to named persons or any other collection related information)

III. Bases monitoring carried out by the Professionals Responsible for their processing.

- a. The Business Controller certifies that he has familiarised himself with the process concerning the dissemination of a campaign using e-mails:
The systematic transmission of a BAT [batch file] for the purpose of validating both tracking and compliance with the advertiser's wishes (graphics chart, spelling mistakes, content). It is compulsory for this BAT to contain the following information:
1. Sender
 2. Subject
 3. A valid reply address
 4. A mirror page link
 5. Date and time sent
 6. Volume of addresses
 7. Reminder of the target (if requested)
 8. An unsubscribe link
- b. A screen snapshot of his transmission tool may be demanded at the request of the CPA member affiliate network.
- c. The Business Controller agrees to discuss his transmission programme per area of business in total transparency with the CPA member affiliate network advertiser account manager(s).



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- d. The Business Controller agrees to discuss actions and requirements with the CPA member affiliate network e-mailing manager(s) designed to optimise the deliverability and performance of his e-mailings.
- e. The Business Controller agrees to discuss with the CPA member affiliate network e-mailing manager(s) the conclusions reached from his discussions with FAIs-webmails-routers in order to enable the platform to provide its advertisers with visibility and to best meet the requirements of the e-mailer publisher.

IV. Specific rules applicable to pooled bases (shared emailing base)

As a reminder, a Pooled base (shared emailing base) is any Base that contains addresses sourced in Owner Bases, designated Source Bases, that have not been produced by the Controller. The addresses in a Source Base are deemed to have been transferred into the Pooled base (shared emailing base) when the addresses in the aforementioned Source Base receive a message informing them that, henceforth, they form part of the Pooled base (shared emailing base); this message must contain a link allowing each address in the aforementioned Source Base to decline this transfer. The transfer must be temporary and must be covered by a contract specifically allowing it to be used by the pooled base (shared emailing base).

- a. The Controller of a Pooled base (shared emailing base) must first check that all the Source Bases he uses as part of his e-mailing transmissions satisfy the rules referred to above and that customers and prospects have consented, in legal form and under legal conditions to be included in such Bases. In particular, the websurfer must have given his explicit consent to receiving offers from the partners of the Controller who owns the Source Base.
- b. The Controller of a Pooled base (shared emailing base) must check that each Controller of a Source Base used in the Pooled base (shared emailing base) has signed up to the Charter or respects the obligations of this Charter as detailed under points 3.I and 3.II above.
- c. When using the Pooled base (shared emailing base), every message must include an unsubscribe link enabling each address to unsubscribe from the Pooled base (shared emailing base). This unsubscribe link must be permanent in the Pooled base (shared emailing base) inclusive of cases where the same address also pertains to another present or future Source Base in the aforementioned Pooled base (shared emailing base).
Examples: The Pooled base (shared emailing base) M comprises addresses taken from Source Bases A, B, C and D integrated and used in the base M.
(i) The monemail@monfai.fr address is in the Pooled base (shared emailing base) M because it is found in Source Base A. The monemail@monfai.fr address requests an unsubscribe from the base M. The monemail@monfai.fr address must be permanently unsubscribed from the Pooled base (shared emailing base) M even if it is also part of one of the Bases Source B, C or D at the time of this unsubscribe and, therefore, must no longer be used by M.
(ii) The monemail@monfai.fr address is in the Pooled base (shared emailing base) M because it is present in the Source Base A. The monemail@monfai.fr address asks to unsubscribe from the base M. The monemail@monfai.fr address must be permanently unsubscribed from the Pooled base (shared emailing base) M and this applies even if, in future, it becomes part of a new Source Base E.



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V. Obligations incumbent on the subcontracting Business

The subcontracting Business undertakes to check that the Base has been produced in compliance with this Charter before rendering services to a Controller.

When the subcontracting Business is required to work with a Controller who has not signed up to the Charter, he must then inform his future co-contactor of the obligations incumbent on him by virtue of these conditions in accordance with the provisions of article 5 (Signatory Status) of the Charter.

4. Checks and Audits carried out on Signatories

I. Acceptance of CPA members to the member affiliate network

Signatories must ensure that, with regard to the collection and updating of e-mail address details, the contractual stipulations binding them to their partners satisfy the obligations of this Charter as listed under points 3.I and 3.II above, reproducing the obligations imposed by currently applicable French regulations.

II. Checks and audits carried out on Controllers during the term of the contracts

- a. Insofar as the CPA has identified or been informed by a Signatory of a procedure that does not comply with the conditions set by the Charter, each CPA member affiliate network may put in place a procedure for checking and auditing Controllers and the costs concerned will be borne by said Controllers.
- b. Each CPA member affiliate network, without providing any advance notice thereof, may carry out tests using «dummy addresses» certified by a third party solution and added into the Controller Bases in order to check that all the provisions of this Charter are being applied. Controllers agree to respond in writing to requests for clarification within a time frame set by the member affiliate network. If no conclusive response is provided within that time, the Controller will be liable to the sanctions defined in this document without prejudice to those that could be applied according to the contractual conditions between the Controller and his member affiliate network.
- c. Tests on unsubscribe links may be carried out without any advance warning by the CPA member affiliate network and/or the CPA. Should the test fail, the Controller must reply to requests for clarification within the timescale set by the membership platform and put in place an effective, systematic and immediate unsubscribe procedure in order to enable prospects and customers to exercise the right to object. Failure to take action will render the Controller liable to the sanctions detailed in this document.

5. Status of Signatories to the E-Mail Collection Charter.



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- a. Signatories to the E-Mail Collection Charter shall act as regulators: any operation carried out with the Base of a Controller and/or by a subcontracting Business must satisfy the commitments entered into under the CPA E-Mail Collection Charter.
- b. Therefore, each Signatory to the E-Mail Collection Charter undertakes to work exclusively with Controllers of subcontracting Businesses who in turn have agreed to respect this CPA Charter or who have entered into commitments consistent with its provisions.
- c. Should a Signatory receive advertising e-mails that do not comply with the E-Mail Collection Charter merely on the grounds of a breach of the provisions under article 3, he shall inform the member affiliate network with which he is in contact together with the CPA using the following e-mail address: abuse@cpa-france.org.

He shall only carry out this notification after having checked that the offers concerned are non compliant as the result of the co-contractor's proven refusal to guarantee the origin and conformity of his Base, as required by said articles and shall be required to justify this notification to the CPA and to his member affiliate network.

Furthermore, the Signatory shall inform the co-contractor of his refusal to maintain contractual relations with him accompanied by the reasons motivating this refusal and by the notification commitments imposed on him by this Charter.

For the purpose of investigating these proven refusals to guarantee the origin and compliance of their base and to submit corrective measures, a monthly Parity Committee meeting will be organised by the CPA and attended by Controllers and subcontractor Businesses.

The CPA will contact to co-contractor requesting his comments. The co-contractor will also be informed of the possibility of implementing corrective actions within a reasonable period of time and this step will be taken before the CPA transmits to the Signatories of this code an e-mail informing them of the co-contractor's refusal to guarantee the origin and conformity of his base.

- d. The Signatory to the E-Mail Collection Charter shall be entitled to use the « signatory to the CPA E-Mail Collection Charter» logo on all his media as proof of the quality of his Bases and the services rendered. The logo will be available:
 - i. by application to one of the CPA members or
 - ii. by application to the CPA (contact@cpa-france.org)

6. Procedure for becoming a member of this E-Mail Collection Charter

- a. The E-Mail Collection Charter must be signed at the request of the Controllers and/or Subcontractor Businesses and/or one of the members of the CPA. It must be signed exclusively on behalf of the CPA, by the legal representative of one of its members.
- b. Each member of the CPA may ask the Signatory for a copy of the Charter that the signatory has signed with another member of the CPA.
- c. Therefore, signature of the E-Mail Collection Charter with one of the members of the CPA will allow the Signatory to work as he sees fit with any other CPA member platform

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Collectif des Plateformes d’Affiliation

4 rue du Faubourg Montmartre
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provided he presents a copy of this Charter signed and stamped by a legal representative of CPA members.

- d. An application to join this Charter may be rejected if the Controller has already applied practices that do not conform to this Charter

7. Infringements of rules and sanctions

- a. The proven infringement of the rules set out in this document, whether or not deliberate, could result in the application of sanctions established under the contractual conditions binding on the and his member affiliate network and/or his co-contractors, member of the CPA, and /or the E-Mail Collection Charter.
- b. Any misuse of the logo will instantly result in the forfeiture of the aforesaid logo
- c. Any sanctions incurred through the breach of this E-Mail Collection Charter consist in :
- i. The suspension of the Signatory's account for all CPA member platforms and those of the Signatories to this Charter
 - ii. The withdrawal of the logo
 - iii. Legal proceedings and especially a declaration of the infringement reported to the CNIL by the parties concerned including the CPA.

8. Applicable law

This Charter is governed by French law and all related issues shall be submitted to French judges for a ruling.

9. Acknowledgements

The Member Affiliate network Collective wishes to thank the FTPA Partnership (Me Philippe Pochet and Me Caroline Belotti, Barristers at Law in Paris (<http://www.ftpa.com/fr/>), who have assisted the CPA with the writing of this text.



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APPENDICES

APPENDIX 1 – Reminder of CNIL uses and recommendations

a. Direct canvassing by businesses: in accordance with articles [L.34-5](#) of the postal and e-communication code and [L.121-20-5](#) of the Consumer Code, the Controller undertakes to respect the preliminary consent conditions and the right to object as part of his business to business activity. The use of business addresses by name therefore continues to be governed by the rules of the data protection act. In particular, the holders of these addresses must be in a position to object to any commercial use being made of their details at the time their e-address is being collected. The CNIL recommends that prior consent or the exercise of the right to object be recorded in the form of a tick box. The use of a pre-ticked box must be banned as it is contrary to the law. Additionally, clauses on the exercise of the right to object must be featured in a size and format comparable with the remainder of the text, placed before or after the data to be used and before the validation button when this exists. The object of the prompt must be consistent with the profession of the person approached (e.g. a message describing merits of software to paul.toto@surnamedelasociété, head of data processing services). However, generic business addresses such as (info@surnamesociete.fr, contact@surnamesociete.fr, commande@surnamesociete.fr) are the contact details for companies. They are not subject to the principles of consent or to the right to object.

b. Transfers of data of a personal nature to countries outside the European Union: the Controller is required to inform the individual whose data is being processed whenever it is intended to transfer these data to countries outside the European Economic Area (EEA). Furthermore, personal data can only be transferred to a country outside the EEA under certain conditions. These conditions are laid down in the Guide published by the CNIL «Transferring personal data to countries outside the European Union⁴». Clauses on the transfer of personal data to countries outside the European Union must be featured in a size and format comparable with the remainder of the text, placed before or after the data to be used and before the validation button when this exists.

Examples of notices on the transfer of personal data to countries outside the European Union:

..... **(Identity of the Controller)** has (have) the data processing resources intended for the management of **(Please specify the end purpose of the processing)**.

The information saved is exclusively intended for the use of the service(s) concerned and must not be disclosed to the following addressees: ... **(Please specify the addressees)**.

Some of these addressees are located outside the European Union and especially the following addressees **(Please provide the name of the addressee entities or services together with the country where establishment is effected)** These addressees will be provided with the following data **(to be specified, e.g. detail surname, forename, registration number, business contact details, salary, connection data etc.)**

This data is being transmitted to addressees outside the European Union for the following purpose **(Please indicate the end purpose of this data transfer)**.

⁴ CNIL – Transferring personal data to countries outside the European Union – June 2008 – Accessible on line : <http://www.cnil.fr/fileadmin/documents/approfondir/dossier/international/Guide-tranfertdedonnees.pdf> and <http://www.cnil.fr/vos-responsabilites/le-transfert-de-donnees-a-letranger/>

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The following guarantees must be provided in order to ensure an adequate level of protection for personal data:

- The European Commission has decided that the country of the addressee(s) offers an adequate level of protection: (Please detail);
- The addressee(s) support the Safe Harbour principles;
- The transfer of data has been approved by the CNIL and is supported by type contractual clauses produced by the European Commission (please provide the number of the decision authorising the transfer);
- The transfer of data has been approved by the CNIL and is supported by internal rules validated by the CNIL;
- The Company benefits from one of the exemptions mentioned in article 69 of the law of the 6th January 1978 modified in 2004: (Please specify which).

In accordance with the provisions of articles 39 and following of law n° 78-17 of the 6th January 1978 modified in 2004 on data processing, files and data protection, any individual can request and, if applicable, amend or delete his personal information by contacting the department. **(Please provide the name of the department where the right of access can be exercised).**

c. Personal data conservation period: personal data concerning prospects may only be kept for the period during which they are required for the canvassing activity. The CNIL recommends that data collected from prospects be deleted no later than one year after said prospects have made their latest contact or when they have failed to respond to two successive approaches.

d. The Controller agrees to implement an unsubscribe procedure (net of telecommunication costs), that is accessible and effective, in e-mails addressed to the prospect, in particular in response to a sales message transmitted or the despatch of a message to an unsubscribe address included in the sales message or access to an unsubscribe web page whose url address is shown in the sales message. Clauses concerning the exercise of the right to object must be featured in a size and format comparable with the remainder of the text, placed before or after the data to be used and before the validation button when this exists.

e. The Controller undertakes to put in place an efficient service for the exercise of access, amendment and objection rights within a maximum of 7 days and this must be effected within a maximum period of two months as stipulated in Decree n° 2007-451 of the 25th March 2007 (modifying decree n° 2005-1309 of the 20th October 2005 enacting law n° 78-17 of the 6th January 1978)

APPENDIX 2 – Reference texts

- a) Law n° 78-17 of the 6th January 1978 by the law of the 6th August 2004 on data protection, computerised data and files

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4 rue du Faubourg Montmartre
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- b) Chapter 2 (Advertising by e-mail) of law n° 2004-575 of the 21st June 2004 on trust and e-businesses
- c) Article L.34-5 of the Postal and E-Mailing Code on the legal conditions applicable to e-mails
- d) Article L.121-20-5 of the Consumers' Code on the legal conditions applicable to e-mails and the consumer.
- e) Article 488 of the civil code and of the jurisprudence (on actions carried out as part of daily life that can validly be performed by minors)
- f) Article 14 of the "International code on legal advertising practices " approved by the International Chamber of Commerce (1997)
- g) European directive 2002/58/CE of the 12th July 2002 from the European Parliament and Council on the processing of personal data and the protection of private life in the field of e-mail communications (the private life and e-mail directive)
- h) Directive n°95/46 of the European Parliament and the Council of the European Union of the 24th October 1995 on the protection of physical persons with regard to the processing of personal data and the free movement of data
- i) Dossier « Transfers of personal data to countries not members of the European Union » CNIL – June 2008 – Accessible online: <http://www.cnil.fr/fileadmin/documents/approfondir/dossier/international/Guide-tranfertdedonnees.pdf>
- j) Code of ethics applicable to direct e-mailing – SNCD – March 2005: http://www.sncd.org/uses/lib/3853/d_ontologie_e_mailing_2005_revuCNIL.pdf
- k) Code on the use of digital contact details for the purpose of direct canvassing – UFMD – March 2005: http://www.ufmd.org/telechar/code_ufmd_prospection_emailing.pdf
- l) Legal provisions concerning the declaration or application for database approval from the CNIL
- m) For further information, please also refer to the CNIL site: www.cnil.fr