



## SFR

Reference offer for  
Wholesale access to international Roaming  
services on the SFR mobile network  
(roaming in) in accordance with the  
regulation n° 531/2012 to the European  
Parliament and the Council of 13 June 2012.



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## **Article 1. Object**

The present document constitutes the reference offer for Wholesale access to International Roaming Services on the SFR mobile network (« roaming in »), in accordance with the regulation n° 531/2012 to the European Parliament and the Council of 13 June 2012.

This offer is proposed to mobile Operators providing electronic communications services to Roaming Clients (not including metropolitan operators).

## **Article 2. Description of offer**

### **2.1. Definitions**

« Direct Wholesale Roaming access »: means the making available of facilities and/or services by a mobile network operator to another undertaking, under defined conditions, for the purpose of that other undertaking providing regulated roaming services to roaming customers.

« Regulated Roaming call » or “Calls”: means a mobile voice telephony call made by a roaming customer, originating on a visited network and terminating on a public communications network within the Union or received by a roaming customer, originating on a public communications network within the Union and terminating on a visited network.

« Roaming Customer » or « Customer »: means a customer of a roaming provider of regulated roaming services, by means of a terrestrial public mobile communications network situated in the Union, whose contract or arrangement with that roaming provider permits Union-wide roaming.

« Union-wide roaming »: means the use of a mobile device by a roaming customer to make or receive intra-Union calls, to send or receive intra-Union SMS messages, or to use packet switched data communications, while in a Member State other than that in which the network of the domestic provider is located, by means of arrangements between the home network operator and the visited network operator. ‘Home network’ means a public communications network located within a Member State and used by the roaming provider for the provision of regulated retail roaming services to a roaming customer; ‘Visited network’ means a terrestrial public mobile communications network situated in a Member State other than that of the roaming customer’s domestic provider that permits a roaming customer to make or receive calls, to send or receive SMS messages or to use packet switched data communications, by means of arrangements with the home network operator;



« Operator »: means a natural person or legal entity who or which operate a publicly available electronic communications services or provide a publicly available electronic communications services.

« Regulated Data Roaming Service»: means a roaming service enabling the use of packet switched data communications by a roaming customer by means of his mobile device while it is connected to a visited network. A regulated data roaming service does not include the transmission or receipt of regulated roaming calls or SMS messages, but does include the transmission and receipt of MMS messages.

« Regulated Roaming SMS message » or « SMS »: means an SMS message sent by a roaming customer, originating on a visited network and terminating on a public communications network within the Union or received by a roaming customer, originating on a public communications network with the Union and terminating on a visited network.

## ***2.2. Definition of offer***

In accordance with the present offer, SFR provides telecommunication services to the beneficiary Operator using Customers of the latter finding themselves in an international roaming situation on the SFR network.

This offer cannot be subjected to a resale by the beneficiary Operator, without SFR's express prior agreement.

## ***2.3. Services proposed***

The proposed services include :

- The routing and termination of Calls
- The routing and termination of SMS calls up to the SMSCs used by the Operator's Customers
- The routing and termination of MMS calls
- The connectivity to the Internet network
- The reception of Calls made to the beneficiary Operator's Customers, to the extent where that Call would have been correctly routed to the SFR network
- The reception of SMS calls made to the beneficiary Operator's Customers, to the extent where that SMS call would have been correctly routed to the SFR network



#### ***2.4. SFR's commitment and Quality of service***

SFR undertake in such a way that the availability and the quality of services proposed be equivalent to the one provided to SFR's retail customers. SFR commits to using its best endeavours for the provision of these services.

#### **Article 3. Tariffs**

The tariffs are expressed in Euros excluding all taxes.

The main tariffs are listed in annex 1.

The other tariffs are supplied upon request.

#### **Article 4. Availability and conditions for access to the offer**

The offer is available as from 1st January 2018.

Access to the offer is determined by prior signature of the Wholesale Access to International Roaming Services on SFR Agreement.

This Agreement will specify in particular the inter network functioning and billing tests that must be carried out before the Service launches.

#### **Article 5. Permanent Roaming and Anomalous or Abusive Use**

**5.1.** Where SFR, according to objective indicators, has the suspicion that Permanent Roaming and/or Anomalous or Abusive Use is taking place, SFR may request the Home network operator to provide information (such as but not limited to IMSIs and volume). This information helps to establish if the Home network operator's customers are in a situation of Permanent Roaming and/or Anomalous or Abusive Use on the network of SFR.. Upon SFR request, the Home network operator shall provide the respective information within 4 (four) calendar weeks.

**5.2.** The provision of this information is without prejudice to EU and national data protection requirements,

**5.3.** In case the Home network operator fails to provide any or sufficient information in due time, Permanent Roaming and/or Anomalous or Abusive Use is deemed to be established.

**5.4.** Where SFR has established that Permanent Roaming and/or Anomalous or



Abusive Use of the Home network operator's customers is taking place or such situation is deemed to be established, SFR may notify the Home network operator respectively and may request the Home network operator to cease such Permanent Roaming and/or Anomalous or Abusive Use within 14 (fourteen) days.

- 5.5. Where the Home network operator does not cease Permanent Roaming, SFR may according to Recital 12 of the Regulation (EU) 2017/920 apply wholesale charges provided in the Regulation (EU) 2017/920 related to the traffic for the faulty abusive Roaming Customer(s), upon notification to the Home network operator.
- 5.6. Where the Home network operator does not cease Anomalous or Abusive Use, SFR may without liability suspend all or any of its Services to the abusive Home network operator's Roaming Customer(s) until receipt of a written confirmation of the Home network operator to cease such Anomalous or Abusive Use. SFR may also without liability suspend all or any of its Services to the Home network operator's Roaming Customer(s) where measures listed above are not deemed appropriate or sufficient.
- 5.7. If the Home network operator does not provide written proof to SFR within a period of eight [8] calendar weeks after the start of the notification that the reasons leading to the Permanent Roaming by a significant share of the Roaming Customers have been remedied, SFR shall have the right to terminate the Agreement. Termination of the agreement will be by written notice and follow prior authorization of the national regulatory authority.

In case of contradiction of the terms of the offers between the French version and the English version, the French version prevails.

## Annex 1: Main Tariffs

Tariffs valid from 1<sup>st</sup> January 2018 until 31<sup>st</sup> December 2018.

		Tariff all taxes excluded (in euros)	
Calls	Incoming Calls*	Tariffs upon request	
	Outgoing Calls** <b>excluding PRS calls (Premium Rate Service)</b>	0.032/min	Billing per 1 second after the first initial minimum 30 seconds
	Outgoing Calls to another destination	Tariffs upon request	
SMS	Incoming	Free	
	Outgoing** <b>excluding PRS SMS (Premium Rate Service)</b>	0.01	
	Outgoing to another destination	Tariffs upon request	
Regulated Data roaming service ** *		6/Go (=0,006/Mo)	Billing by initial minimum and subsequent unitisation of 1 Ko

\* The free of charge applied by SFR does not exonerate the beneficiary Operator from payment for the service relating to the routing of the call to SFR via its international carrier

\*\* To the zone covered by the regulation 531/2012

\*\*\* Standard GPRS/ 3GSM / 4G