

# WhatsApp Client Terms

**1. Acceptance of the Terms.** The company set forth in the signature block below (“**Client**” or “**you**”) agrees to be bound by the WhatsApp Business Solution Terms (currently available at: <https://www.whatsapp.com/legal/business-solution-terms>), which incorporates without limitation, the WhatsApp Business Terms of Service (currently available at <https://www.whatsapp.com/legal/business-terms/>) (collectively, the “**TOS**”), as varied by these Terms. For clarity, except as expressly stated herein, the TOS applies unchanged and in full force and effect to you. In the event of any conflict or inconsistency between the provisions of these Terms and the provisions of the TOS, the provisions of these Terms will control, but only to the extent of such conflict or inconsistency. Capitalized terms that are not defined below or in the designated places throughout these Terms have the meaning set forth in the TOS.

**2. Variations to the TOS and Additional Terms.** The TOS prohibits, among other things, distributing, selling, reselling, or renting the WhatsApp Business Solution to third parties, and sharing, transferring, or distributing data obtained from using the WhatsApp Business Solution to third parties. In violation of the TOS, certain Solution Providers and/or Clients have granted ISVs access to the WhatsApp Business Solution (including messages). FB (on behalf of itself and WhatsApp) is offering a program, during the Term, to permit certain Solution Providers and Clients (including you) to grant, and to continue to grant, ISVs access to the WhatsApp Business Solution (including messages) on the condition that (among other things) such Clients comply with these Terms (the “**Program**”). Accordingly, notwithstanding anything to the contrary set forth in the TOS, solely during the Term, you agree:

2.1. **Disclose Existing Client ISVs.** If you have already Onboarded one or more Client ISVs on or before the Effective Date, within fourteen (14) days of the Effective Date, you will disclose to WhatsApp (in the format and medium as directed by WhatsApp) details of (a) all existing Client ISVs that you have Onboarded or directed your applicable Solution Provider to Onboard, including the Client ISV’s name, address, and the nature of services provided by such ISV, and (b) such other information as WhatsApp may request.

2.2. **Requirements Before Onboarding New Client ISVs.** Before Onboarding any new Client ISVs, you must (a) notify WhatsApp and your Solution Provider in writing (in the format and medium as directed by WhatsApp) of the name, address, and the nature of services to be provided by such ISV in connection with your proposed integration; (b) receive our approval in writing (email will suffice) of the proposed Client ISV (which may be granted or withheld in our sole discretion); and (c) provide written evidence to WhatsApp that the Client ISV has satisfied any Compliance Checks we may require (in our sole discretion) and has executed the ISV Terms.

2.3. **Compliance Checks and ISV Terms.** You will cause all existing, and future (if applicable), Client ISVs to:

- (a) submit to any Compliance Checks we may require (in our sole discretion);
- (b) enter into a written agreement with you that is consistent with the terms of the Agreement;
- (c) execute the ISV Terms and provide WhatsApp with written evidence of execution; and
- (d) satisfy all such other requirements as FB or WhatsApp may reasonably request.

You may only Onboard new Client ISVs that we have approved (per Section 2.2 (Requirements Before Onboarding New Client ISVs) above) and that have satisfied the requirements set forth in paragraphs (a) to (d) (inclusive) above. If any existing Client ISV fails, or does not complete all of the requirements set forth in paragraphs (a) to (d) (inclusive) above, you will immediately Off-board such Client ISV, subject to a wind-down period not to exceed thirty (30) days following such failure (to the extent required to ensure that you are not adversely affected by the Off-boarding, as long as such wind-down period is not prohibited under applicable Laws) to assist such Client ISV to migrate you to a Solution Provider or to enable you to assume control yourself (as instructed by you).

2.4. **Notification.** You must maintain an up-to-date list of all Onboarded Client ISVs including their name, address, the nature of services provided by each Client ISV, the types of User Data you share with such Client ISVs, and such other information as FB or WhatsApp may request, and promptly provide it to WhatsApp within fourteen (14) days of the Effective Date, and at any time WhatsApp requests it. You must also promptly notify your Solution Providers of the Client ISVs (including their name, address, and the nature of services they are providing) that you are using connection with the WhatsApp Business Solution.

2.5. **No Resale or Re-Use.** You agree that you will not permit any Client ISV to (a) resell the WhatsApp Business Solution or allow third parties to integrate with, access or use the WhatsApp Business Solution (including messages); or (b) use our names and trademarks to promote such Client ISV’s business or in any other way (unless otherwise approved in writing by WhatsApp). You will expressly prohibit such activities under your agreement with the Client ISV.

2.6. **Termination of Client ISVs.** You agree to immediately Off-board any Client ISVs upon written notice (email will suffice) from FB or WhatsApp, which we may provide in our sole discretion, subject to a wind-down period not to exceed thirty (30) days from the date of such notice (to the extent required to ensure that you are not adversely affected by the Off-boarding, as long as such wind-down period is not prohibited under applicable Laws) to enable

such Client ISV to meet its migration obligations under the ISV Terms.

2.7. Responsibility for Client ISVs. As between you and FB or WhatsApp, you are responsible for all acts, omissions and obligations of your Client ISVs, including (a) the Client ISV's access to or use of the WhatsApp Business Solution, including all information provided therewith (e.g., the acts and omissions of Client ISVs will be deemed your actions or omissions under the Agreement); and (b) the Client ISV's breach or alleged breach of the ISV Terms or applicable Laws. You agree that your indemnification obligation under the TOS extends to any Claims relating to, arising out of, or in any way in connection with any of the following: (i) any Client ISV's access to or use of the WhatsApp Business Solution, including information provided in connection therewith; and (ii) any Client ISV's breach or alleged breach of the ISV Terms or applicable Laws.

**3. Anti-Corruption and Trade Compliance.** You represent and warrant that you have not engaged in, and covenant that you will refrain from, offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting money or anything of value, including cash or a cash equivalent (including "grease", "expediting" or facilitation payments), discounts, rebates, gifts, meals, entertainment, hospitality, use of materials, facilities or equipment, transportation, lodging, or promise of future employment ("**Anything of Value**"), directly or indirectly, to or from: (a) (i) any official or employee of any multinational, national, regional, territorial, provincial or local government in any country, including any official or employee of any government department, agency, commission, or division; (ii) any official or employee of any government-owned or -controlled enterprise; (iii) any official or employee of any public educational, scientific, or research institution; (iv) any political party or official or employee of a political party; (v) any candidate for public office; (vi) any official or employee of a public international organization; or (vii) any person acting on behalf of or any relatives, family, or household members of any of those listed above (collectively, "**Government Official**") to (1) influence any act or decision of a Government Official in his or her official capacity, (2) induce a Government Official to use his or her influence with a government or instrumentality thereof, or (3) otherwise secure any improper advantage; or (b) any person in any manner that would constitute bribery or an illegal kickback, or would otherwise violate applicable anti-corruption Laws, in each case, in connection with your participation in the Program under these Terms. You represent and warrant that you have not made a voluntary or other disclosure to, or received any notice, subpoena, request for information, or citation from, or are aware of any past or present investigation of you by a U.S. or non-U.S. multinational, national, regional, federal, state, municipal, local, territorial, provincial or other governmental department, regulatory authority, commission, board, bureau, agency, ministry, self-regulatory organization or legislative, judicial or administrative body, including any other entities funded in whole or in part by any of the foregoing ("**Governmental Authority**") related to alleged violations of any anti-corruption Laws. You acknowledge that U.S. and E.U. trade sanctions Laws are applicable to FB, WhatsApp and the WhatsApp Business Solution and, as such, you represent and warrant that you are not subject to any U.S., E.U., or other applicable trade sanctions or economic restrictions. Notwithstanding any other provision of these Terms or any applicable non-disclosure agreement, WhatsApp may disclose the existence and terms of these Terms, as well as information relating to any probable violation of this Section 3 (Anti-Corruption and Trade Compliance), to any Governmental Authority whenever WhatsApp considers it necessary or prudent to do so.

**4. Term and Termination.** These Terms become effective on the date accepted and agreed by you below and will continue, unless earlier terminated in accordance with these Terms or the TOS, until the date we, in our sole discretion, make the Program (or some variation or successor thereof) generally publicly available under the TOS (after which only the TOS (unvaried by these Terms) will apply (and you may or may not be permitted to continue using ISVs as permitted under the Program (the "**Term**"). Without limiting our termination rights under the TOS, these Terms may be terminated by (a) either party with or without cause upon thirty (30) days' advance written notice to the other party, or (b) by FB with immediate effect if you are in violation of Section 3 (Anti-Corruption and Trade Compliance). Sections 1 (Acceptance of the TOS), 3 (Term and Termination), 4 (Certain Definitions), 5 (Confidentiality), and 6 (Miscellaneous) of these Terms and the provisions of the TOS, will survive any termination or expiration of these Terms.

**5. Certain Definitions.** Capitalized terms that are not defined below or in the designated places throughout these Client Terms have the meaning set forth in the TOS.

5.1. "**Client ISV**" means an ISV engaged by you to perform services on your behalf in connection with your use of the WhatsApp Business Solution. For clarity, Client ISV does not include any ISVs that access your messages after you receive such messages (i.e., you, not your Solution Provider, pass the messages to such third-party business);

5.2. "**Compliance Checks**" means the "know your customer" and other additional screening measures that FB or WhatsApp may reasonably require and notify you in writing (email will be sufficient);

5.3. "**Confidential Information**" means any and all information disclosed (a) by FB, WhatsApp and/or your Solution Providers to you, or (b) by you to FB, WhatsApp and/or your Solution Providers, in each case, relating to these Terms and the ISV Terms;

5.4. "**ISV**" means a third-party business (who is not a Solution Provider);

5.5. "**ISV Terms**" means the terms set forth in Schedule 1 to these Terms;

5.6. "**Off-board**" means to remove a Client ISV from the technical integration with the WhatsApp Business Solution, cease providing access of any kind to the WhatsApp Business Solution (including messages) to such Client ISV, and terminate your agreement in connection with the WhatsApp Business Solution with such ISV.

5.7. **"Onboard"** means to enable or permit a technical integration with an ISV and the WhatsApp Business Solution (including messages), and/or give an ISV access to, the WhatsApp Business Solution (including messages).

5.8. **"Solution Provider"** means a solution provider that has undergone WhatsApp's compliance checks and is authorized by WhatsApp to deploy the WhatsApp Business Solution as a service provider on behalf of its Clients and may be described as either "Solution Provider" or "Service Provider" in the TOS; and

5.9. **"WhatsApp"** means WhatsApp Inc. or WhatsApp Ireland Limited (as applicable).

**6. Confidentiality.** You acknowledge and agree that any and all Confidential Information, including the existence of these Terms, is Confidential Information of FB and WhatsApp, and subject to the confidentiality obligations set forth in the TOS.

**7. Miscellaneous.** You agree that any of your acts, omissions or obligations under these Terms (including the TOS) will be deemed to be "access to or use of our Business Services" for the purposes of these Terms (including the TOS) and any reference to "Business Terms" (including "*relating to, arising out of, or in any way in connection with ... Company's breach or alleged breach of these Business Terms*") in the TOS shall be a reference to these Terms (including the TOS). "Including" means "including without limitation."