

WhatsApp Business Program Addendum

This WhatsApp Business Program Addendum (“**Addendum**”), is entered into as of the date of signature set forth below (“**Effective Date**”) by Facebook Ireland Limited, unless you are located in the United States, Canada, or Brazil, in which case, Facebook, Inc. is the contracting entity (“**FB**” or “**we**”), and the company set forth in the signature block below (“**Company**” or “**you**”), for the purpose of supplementing and amending the TOS by and between FB and Company dated _____, with respect to Company’s participation in the Program. Capitalized terms not otherwise contextually defined in this Addendum (including the Exhibits) or the TOS are defined in [Section 6 \(Certain Definitions\)](#).

Recitals

- A. 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;
- B. Certain Solution Providers have granted ISVs access to the WhatsApp Business Solution (including messages) in violation of the TOS;
- C. FB is offering a Program, during the Term, to permit certain Solution Providers (including Company) to grant, and to continue to grant, ISVs access to the WhatsApp Business Solution (including messages) on the condition that such Solution Providers comply with the terms and conditions set forth in this Addendum; and
- D. Company desires to participate in the Program in accordance with this Addendum.

Terms and Conditions

1. **Program Participation.** Subject to the terms of the Agreement, FB (on behalf of itself and WhatsApp) has agreed, during the Term and notwithstanding anything to the contrary set forth in the TOS, to allow certain Solution Providers (including Company): to (a) Onboard and use one or more Company ISVs to perform services on behalf of Company and/or its Clients (including to pass messages to such Company ISVs), and/or (b) pass messages to Client ISVs; in each case, in connection with Company and its Clients’ use of the WhatsApp Business Solution (“**Program**”). You agree to participate in, and FB (on behalf of itself and WhatsApp) agrees to make available to you, the Program, during the Term, in accordance with the terms and conditions of this Addendum. For clarity, notwithstanding anything to the contrary set forth in the TOS, and provided that you otherwise comply with the TOS, you may use other Solution Providers in connection with your use of the WhatsApp Business Solution (including messages).
2. **Program Requirements.** You agree that your participation in the Program is subject to the following terms and conditions:
 - 2.1. **Disclose Existing Company ISVs.** If you have already Onboarded one or more Company 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 Company ISVs, including the Company ISV’s name, address, and the nature of services provided by such ISV, that you have Onboarded on your own behalf or on behalf of your Client, (b) the name, address and WABA IDs of any Clients provided by each existing Company ISV and evidence of an executed agreement between you (as the approved Solution Provider) and such Client, as required by the Facebook Terms for WhatsApp Business Solution Providers; and (c) such other information as WhatsApp may request.
 - 2.2. **Requirements Before Onboarding New Company ISVs.** Before Onboarding any new Company ISVs, you must (a) notify WhatsApp 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 prior approval in writing (email will suffice) of the proposed Company ISV (which may be granted or withheld in our sole discretion), and (c) provide written evidence to WhatsApp that the Company 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), Company 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 (including the anti-corruption and trade compliance undertakings, representations, and warranties therein);
 - (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 Company ISVs that WhatsApp has approved (per [Section 2.2 \(Requirements Before Onboarding New Company ISVs\)](#) above) and that have satisfied the requirements set forth in paragraphs (a) to (d) (inclusive) above. If any existing Company 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 Company ISV, subject to a wind-down period not to exceed thirty (30) days following such failure (to the extent required to ensure that the applicable Clients are not adversely affected by the Off-boarding, as long as such wind-down period is not prohibited under applicable Laws) to assist the Company ISV to migrate such Clients to a Solution Provider or to enable such Clients to assume control themselves (in each case, as instructed by Client).
 - 2.4. **Notification.** You must maintain an up-to-date list of all Onboarded Company ISVs including their name, address, the nature of services provided by each Company ISV, 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 each Client of the Company ISVs (including their name, address, and the nature of services they are providing) that you are using connection with the services you are providing to that Client.
 - 2.5. **No Resale or Re-Use.** You agree that you will not permit any 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 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 any Company ISV.

- 2.6. **No Access to Business Client.** You agree that you will not disclose the certificate required to access the WhatsApp Business Client to any ISV or other third parties, or otherwise allow any ISVs or other third parties to access or use the WhatsApp Business Client.
- 2.7. **Termination of Company ISVs.** You agree to immediately Off-board any Company 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 applicable Clients are not adversely affected by the Off-boarding, as long as such wind-down period is not prohibited under applicable Laws), to enable such Company ISVs to meet their migration obligations under the ISV Terms.
- 2.8. **Responsibility for Company ISVs.** As between you and FB or WhatsApp, you are responsible for all acts, omissions and obligations of your Company ISVs, including (a) the Company ISV's access to or use of the WhatsApp Business Solution, including all information provided therewith (e.g., the acts and omissions of Company ISVs will be deemed your actions or omissions under the Agreement), and (b) the Company 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 Company ISV's access to or use of the WhatsApp Business Solution, including information provided in connection therewith; and (ii) any Company ISV's breach or alleged breach of the ISV Terms or applicable Laws.
- 2.9. **Consequences of Breach.** Without limiting any of FB's suspension or termination rights under the Agreement:
- (a) If you (directly or per [Section 2.8](#)) are in breach of any of the requirements set forth above in [Sections 2.1 to 2.7](#) above, or if any of your Company ISVs is in breach of the ISV Terms, upon receiving notice from WhatsApp, you will have ten (10) days ("**Cure Period**") to:
- (i) Off-board the Company ISVs identified in WhatsApp's notice, subject to a wind-down period not to exceed thirty (30) days from the date of such notice, for any Company ISVs that have directly engaged Client(s), to enable such Company ISVs to meet their migration obligations under the ISV Terms (as long as such wind-down period is not prohibited under applicable Laws); and
- (ii) cause such Company ISVs to cease marketing and reselling the WhatsApp Business Solution (to the extent such Company ISVs is engaging in such activities), and remove any unauthorized materials related to the marketing or resale of the WhatsApp Business Solution.
- (b) If you fail to comply with [Section 2.9\(a\)](#), we may (in our reasonable discretion) exercise our rights set forth in the Agreement (which we expressly reserve) to (without liability to you, your Clients or your authorized users) immediately limit, suspend, or terminate your access to the WhatsApp Business Solution and/or any or all User Data (or any portion thereof) (including access via any or all associated WABAs) to the extent permissible under applicable Laws, which for the purposes of this Addendum may include prohibiting you from granting any new Clients access to the WhatsApp Business Solution for ninety (90) days following the Cure Period.
- 2.10. **Feedback.** You will use commercially reasonable efforts to provide Feedback related to the Program to WhatsApp on a timely basis and you (a) agree not to disclose Feedback to any third party, and (b) hereby assign to us all right, title and interest in and to any Feedback, without any right to compensation or other obligation from us.
- 2.11. **Client ISVs.**
- (a) You must ensure that each Client who accesses and uses the WhatsApp Business Solution, directly or indirectly, via your service offerings has accepted the Client Terms. In the event that that you have not ensured that your Client has accepted the Client Terms, you represent and warrant that you have accepted such requirements on behalf of your Client, that you have authority to accept such requirements on behalf of your Client and hereby bind such Client to the Client Terms. You agree that you are jointly and severally liable for, and will indemnify FB and its Affiliates for any harm that results from, your Client's acts and omissions with respect to such requirements and obligations, as if your Client's acts and omissions were that of you.
- (b) To the extent you are aware that your Client has engaged one or more Client ISVs, you will:
- (i) notify your Client and WhatsApp that you will cease providing such Client ISVs with access to the WhatsApp Business Solution (including messages), unless the Client has accepted the Client Terms, and the Client ISV has accepted the ISV Terms and satisfied such other requirements as FB or WhatsApp may reasonably request within ten (10) days of such notice ("**Grace Period**");
- (ii) subject to the Grace Period, cease providing such Client ISV with access to the WhatsApp Business Solution (including messages), until you have confirmed that the applicable Client has accepted the Client Terms, and the Client ISV has accepted the ISV Terms and satisfied all other requirements that FB or WhatsApp may reasonably request;
- (iii) maintain an up-to-date list of your Clients' Client ISVs including their name, address, and the nature of services provided by each such Client ISV, and promptly provide it to WhatsApp within fourteen (14) days of the Effective Date and at any time if WhatsApp requests it; and
- (iv) notify FB and WhatsApp promptly if you become aware that any of your Clients are in breach of the Client Terms.
3. **Term and Termination.** The term of this Addendum will begin on the Effective Date and will continue, unless earlier terminated in accordance with the terms of the Agreement, 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, this Addendum may be terminated by either party with or without cause upon thirty (30) days' advance written notice to the other party. [Sections 3 \(Term and Termination\)](#), [4 \(Confidentiality\)](#), [5 \(Miscellaneous\)](#), and [6 \(Certain Definitions\)](#) of this Addendum and the provisions of the TOS, will survive any termination or expiration of this Addendum.
4. **Confidentiality.** During and after the Term of this Addendum, you (a) agree that you will not use any Confidential Information other than as expressly permitted under the terms of this Addendum or as expressly authorized in writing by FB, (b) will use the same degree of care to protect the Confidential Information as you use to protect your own most highly confidential information, but in no circumstances less than reasonable care, and (c) will not disclose the Confidential Information to any person or entity other than your officers, employees, consultants, and Clients who have accepted the

WhatsApp Business Solution Terms, and who, in each case, need access to such Confidential Information to effect the intent of this Agreement and bound by written confidentiality obligations at least as protective as those set forth in this Section 4 (Confidentiality).

- 5. Miscellaneous.** You agree that your participation in the Program is subject to the Agreement. You agree that any of your acts, omissions or obligations under the Agreement will be deemed to be "access to or use of the WhatsApp Business Solution" and "access to or use of our Business Services" for the purposes of the Agreement (including the TOS) and any reference to "Agreement" or "Business Terms" (including "relating to, arising out of, or in any way in connection with ... Company's or Company's Clients' breach or alleged breach of this Agreement") in the TOS will be a reference to the Agreement (including the TOS). Except as expressly stated in this Addendum, the TOS continues unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions of this Addendum and the provisions of the TOS, the provisions of this Addendum will control, but only with respect to the subject matter of this Addendum and only to the extent of such conflict or inconsistency. "Including" means "including without limitation."
- 6. Certain Definitions.** Capitalized terms that are not defined below or in the designated places throughout this Addendum have the meaning set forth in the TOS.
- 6.1. "**Agreement**" means the TOS, as amended and supplemented by this Addendum;
- 6.2. "**Client**" means an end business customer of a Solution Provider and may be described as "Client," "Customer," or "customer" in the TOS;
- 6.3. "**Client ISV**" means an ISV engaged by a Client to perform services on its behalf in connection with that Client's use of the WhatsApp Business Solution. For clarity, Client ISV does not include any ISVs that access a Client's messages after such Client receives such messages (i.e., Client, not its Solution Provider, passes the messages to such third-party business);
- 6.4. "**Client Terms**" means the terms set forth in Exhibit B to this Addendum;
- 6.5. "**Company ISV**" means an ISV engaged by Company to perform services on behalf Company and/or its Clients in connection with Company and/or its Clients' use of the WhatsApp Business Solution;
- 6.6. "**Compliance Checks**" means the "know your customer" and other additional screening measures that FB or WhatsApp may reasonably require as notified to Company in writing (email will be sufficient) by FB or WhatsApp;
- 6.7. "**Confidential Information**" means any and all information disclosed (a) by FB and/or WhatsApp to Company or Company's Clients, or (b) by Company or Company's Clients to FB or WhatsApp, in each case, relating to the Program, including the existence of the Program, the terms and conditions of this Addendum, the ISV Terms and the Client Terms;
- 6.8. "**ISV**" means a third-party business (who is not a Client nor another Solution Provider);
- 6.9. "**ISV Terms**" means the terms set forth in Exhibit A to this Addendum;
- 6.10. "**Laws**" means local, state, provincial, territorial, federal, and international laws, regulations, rules, and conventions, including those related to data privacy and data transfer, international communications, public procurement requirements, and the exportation of technical or personal data;
- 6.11. "**Off-board**" means to remove an ISV from your technical integration with the WhatsApp Business Solution, cease providing access of any kind to the WhatsApp Business Solution (including messages) to such ISV, and terminate your agreement in connection with the WhatsApp Business Services with such ISV;
- 6.12. "**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);
- 6.13. "**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;
- 6.14. "**TOS**" means the Facebook Terms for WhatsApp Business Solution Providers, which incorporates and includes, without limitation, the WhatsApp Business Terms for Solution Providers (currently available at: <https://www.whatsapp.com/legal/business-terms-for-service-providers/>), the WhatsApp Business Solution Terms (currently available at: <https://www.whatsapp.com/legal/business-solution-terms/>), and the WhatsApp Business Terms of Service (currently available at: <https://www.whatsapp.com/legal/business-terms/>); and
- 6.15. "**WhatsApp**" means WhatsApp Inc. or WhatsApp Ireland Limited (as applicable).

ACKNOWLEDGED AND AGREED:

Company:	_____
Signature:	_____
Print Name:	_____
Title:	_____
Date:	_____

Exhibit A – ISV Terms

These ISV Terms (“**Terms**”) are entered into as of the date of signature set forth below by WhatsApp Ireland Limited, unless you are located in the United States, Canada, or Brazil, in which case, WhatsApp Inc. is the contracting entity (“**WhatsApp**” or “**we**”), and the company set forth in the signature block below (“**you**”).

1. **Acceptance of the TOS.** You agree to be bound by the WhatsApp Business Terms for Solution Providers (currently available at: <https://www.whatsapp.com/legal/business-terms-for-service-providers/>), which incorporates, without limitation, the WhatsApp Business Solution Terms (currently available at: <https://www.whatsapp.com/legal/business-solution-terms/>), the WhatsApp Business Terms of Service (currently available at <https://www.whatsapp.com/legal/business-terms/>), and WhatsApp’s technical and product documentation (currently available at <https://developers.facebook.com/docs/whatsapp/guides>), and any other related documentation provided by Facebook or WhatsApp (collectively, the “**TOS**”), as varied by these Terms. You represent and warrant that you have received a copy of, and have reviewed, the TOS (including the terms and policies incorporated therein). 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 have granted third-party businesses that are neither their end business customers nor Solution Providers (“**ISVs**”) access to the WhatsApp Business Solution (including messages). WhatsApp is offering a program, during the Term, to permit certain Solution Providers to grant, and to continue to grant, ISVs (including you) access to the WhatsApp Business Solution (including messages) on the condition that (among other things) such ISVs 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. Your Use of WhatsApp Business Solution. You may only use and access the WhatsApp Business Solution (including messages) on behalf of Client and at the direction of and in compliance with the obligations between you and the Solution Provider and/or Client (as applicable) that engaged you and otherwise in a manner consistent with the TOS, where each reference to “you,” “your,” or “Company” (including “your Company”) shall be interpreted as a reference to you, specifically. For clarity, each reference to “Client” (including “your Client”) in the TOS remains a reference to “Client” as that term is defined herein.
 - 2.2. Your Responsibilities. As between (a) you and the applicable Solution Provider on the one hand, and (b) WhatsApp on the other hand, you and/or the Solution Provider are responsible for providing (i) front-line primary technical and customer support, and you are responsible for escalating unresolved secondary issues to the relevant Solution Provider; and (ii) network infrastructure, transport layer security, and APIs necessary for Client to use the WhatsApp Business Solution.
 - 2.3. Access, Use and Disclosure of Client’s Data.
 - (a) You must have a binding written agreement with Client that is at least as protective as these Terms (including the TOS) with respect to Client’s data, including industry-standard protections with respect to data privacy and security.
 - (b) You may only (a) access, use, and process Client’s data on behalf of Client, and (b) disclose Client’s data solely to, or on behalf of, such Client, in each case only at the direction of, and with the authorization of, the Solution Provider and/or Client (as applicable) that engaged you, in order to provide such Solution Provider or Client with the services they requested of you, in connection with the WhatsApp Business Solution and in a manner that is consistent with the TOS, and the Client’s privacy policy. You may not use Client’s data for any other purpose, including for your own purposes or disclose it to any other third parties. Your data and security obligations under the TOS extend to protecting Client’s data.
 - 2.4. Notification. You must maintain an up-to-date list of each Client on whose behalf or at whose direction you use or access the WhatsApp Business Solution (including messages) and the types of such Client’s data that are shared with you (to the extent permitted under any agreement between you and such Client). You will provide us with such information upon our request. In addition, you agree to provide us reports related to your and each such Client’s usage of the WhatsApp Business Solution, as we may reasonably request, within thirty (30) days following of our request.
 - 2.5. Audit Rights. You agree that we (or an independent auditor acting on our behalf) may audit your records, books, access logs, policies, processes, information technology systems (real and virtual), networks, technologies, and facilities (including physical and remote access to data centers and cloud facilities), and agreements with Solution Providers and/or Clients (as applicable), that in each case relate to your use of the WhatsApp Business Solution, to ensure that your use of the WhatsApp Business Solution and the data you receive in connection with these Terms (including Client’s data) is safe and complies with these Terms (including our security requirements), and that you have complied with our requests and requests from Clients and Solution Providers to delete user data obtained through the WhatsApp Business Solution. If requested, you must provide us with proof that your use of the WhatsApp Business Solution complies with these Terms.
 - 2.6. Migration Obligations. If (a) these Terms are terminated, (b) your agreement with the Solution Provider or Client is terminated, or (c) you have directly onboarded a Client to the WhatsApp Business Solution and such Client requests that you migrate its WABA to a Solution Provider or to assume control of its WABA, you must reasonably and in a timely manner (not to exceed thirty (30) days following such notice of termination or such Client’s request and, with respect to (a) and (b), only to the extent required to ensure that the Clients are not adversely affected and as long as such wind-down period is not prohibited under applicable Laws) during and after the Term support the applicable Client’s migration to a Solution Provider or to enable such Client to assume control itself (in each case, as instructed by Client), and you must promptly delete any WABA data and information from your own systems, unless either we and/or Client have instructed you otherwise.
 - 2.7. Prohibition of Client Use. WhatsApp may at any time prohibit any Client’s use of the WhatsApp Business Solution, effective upon notice to you, and you must immediately comply with such prohibition.

2.8. **No Resale and Other Restrictions.** You must not:

- (a) resell the WhatsApp Business Solution, or give any Clients or third parties access to (or permit them to access) the WhatsApp Business Solution (including messages) other than the Client for whom your services have been engaged;
- (b) hold yourself out as an agent, legal representative, or employee of WhatsApp (including any of its Affiliates) or suggest any affiliation with WhatsApp (or any of its Affiliates) including that you are an authorized distributor of the WhatsApp Business Solution;
- (c) use FB's or WhatsApp's trademarks, logos, slogans, or other proprietary materials to promote your business or for any other use;
- (d) create or set up WABAs for any Clients or third parties. For clarity, the requirements relating to appointing a system administrator do not apply to you;
- (e) use or access the WhatsApp Business Client;
- (f) retain any third party as your service provider to manage your, the Solution Provider's, or Client's access to the WhatsApp Business Solution (including messages);
- (g) charge a fee for using the WhatsApp Business Solution (or related Business Services), but this does not prohibit you from charging for any of your other products and services unrelated to the use of the WhatsApp Business Solution (or related Business Services);
- (h) without limiting and in addition to the TOS, with respect to any data you obtain from using the WhatsApp Business Solution (including the content of message threads), directly or indirectly (i) use such data to track, build, or augment profiles on individual WhatsApp users without the express authorization of Client to do so (and only to the extent of such authorization); (ii) share, transfer, sell, license, or distribute such data, including any anonymous, aggregate, or derived forms of such data, to any third parties; or (iii) retarget on or off of WhatsApp and the Facebook Companies' services, use piggybacking or redirects, or combine that data with any other third-party sources of data; and
- (i) use and/or access the WhatsApp Business Solution (including messages) (i) if you are a Governmental Authority; or (ii) for or on behalf of a Client or any third party that is a Governmental Authority, except (in each case of (i) and (ii)) with the express prior written approval of WhatsApp.

3. **Your Conduct.**

- 3.1. **Compliance with Laws.** You represent and warrant that you have complied, and covenant that you will comply, with all applicable Laws, and that you have used and will use only legitimate and ethical business practices in connection with the negotiation and performance of your duties pursuant to these Terms (including the TOS).
- 3.2. **Data Security.** When using the WhatsApp Business Solution, you will always have in effect and maintain administrative, physical and technical safeguards that: (a) meet or exceed industry standards given sensitivity of User Data, (b) are compliant with applicable Laws (including data security and privacy laws, rules and regulations), and (c) are designed to prevent any unauthorized access, use (including any use in violation of these Terms (including the TOS)), processing, storage, destruction, loss, alteration or disclosure of User Data (each, an **"Unauthorized Data Use"**). Following the discovery of any suspected or actual Unauthorized Data Use, you will: (i) immediately notify us of such incident, and (ii) promptly take appropriate actions in compliance with applicable Laws to address and remedy such incident (including notifying the affected users in compliance with applicable Laws and taking any other actions reasonably requested by us). Such notice to us must describe the nature of the Unauthorized Data Use, when the Unauthorized Data Use occurred, the effect on us and/or our users, and your corrective action to respond to the Unauthorized Data Use.
- 3.3. **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 and that you will not seek to provide WhatsApp Business Solution to Clients who are subject to E.U., U.S., or other applicable trade sanctions or economic restrictions. Upon request, you must provide WhatsApp with reasonable information necessary to validate that Clients are not subject to U.S., E.U., or other applicable trade sanctions Laws. 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 3.3 \(Anti-Corruption and Trade Compliance\)](#), to any Governmental Authority whenever WhatsApp considers it necessary or prudent to do so.

- 3.4. **Notice of Violation.** If you become aware that you (or any of your employees or representatives) have violated any provision of these Terms, must provide prompt notice to Facebook of the facts and circumstances associated with such violation or request.
4. **Indemnification.** You agree to defend, indemnify, and hold harmless us, our Affiliates, and our respective officers, directors, employees and agents from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following ("**Claim**"): (a) your or any Client's access to or use of the WhatsApp Business Solution, including information provided in connection therewith; (b) your or any Client's breach or alleged breach of these Terms or applicable Law; and (c) any misrepresentation made by you. We have the right to solely control, and you will cooperate as fully as required by us in, the defense or settlement of any Claim.
5. **Reserved Rights.** Without limiting and in addition to the TOS, we also reserve the right to and may without liability to you immediately limit, suspend, or terminate your access to the WhatsApp Business Solution and/or any or all User Data (or portion thereof) (including access via any or all associated WABAs), if we believe (in our sole discretion) that it is desirable to: (a) protect the integrity, security, or privacy of FB, WhatsApp and any of the other Facebook Company products, systems, or data and/or any users; (b) protect FB, WhatsApp and any of the other Facebook Companies from regulatory, financial, or legal liability and/or to comply with any Law, rule or regulation; or (c) prevent or limit risk of harm or damage (including reputational harm or damage) to FB, WhatsApp or any of the other Facebook Companies and/or each of their respective products, systems, or data.
6. **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 continue to be permitted to use the Business Services (including the WhatsApp Business Solution) as permitted under the Program) (the "**Term**"). For clarity, if you become a Solution Provider during the term of the Program, these Terms will immediately terminate (after which only the TOS (unvaried by these Terms) and any other agreements we or FB may enter into with you, will apply) and upon such termination, you may request to participate in the Program as a Solution Provider (subject to your execution of a separate written agreement). 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, and (b) FB with immediate effect in the event you are in violation of Section 3.3 (Anti-Corruption and Trade Compliance). Sections 1 (Acceptance of the TOS), 2.6 (Migration Obligations), 4 (Indemnification), 5 (Reserved Rights), 6 (Term and Termination), 7 (Certain Definitions), 8 (Confidentiality), and 9 (Miscellaneous) of these Terms and the provisions of the TOS, will survive any termination or expiration of these Terms.
7. **Certain Definitions.** Capitalized terms that are not defined below or in the designated places throughout these Terms have the meaning set forth in the TOS.
- 7.1. "**Client**" means a customer that (a) is an end business customer of a Solution Provider, and (b) has either engaged you, or whose Solution Provider has engaged you, to provide services in connection with such customer, and may be described as "Client," "Customer" or "customer" in the TOS;
- 7.2. "**FB**" means Facebook Ireland Limited and Facebook, Inc. (as applicable);
- 7.3. "**Laws**" means local, state, provincial, territorial, federal and international laws, regulations, rules and conventions, including those related to data privacy and data transfer, international communications, public procurement requirements, and the exportation of technical or personal data; and
- 7.4. "**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 end business customers and may be described as either "Solution Provider" or "Service Provider" in the TOS.
8. **Confidentiality.** You acknowledge and agree that any and all information disclosed to you (a) by FB, WhatsApp and/or your Solution Provider, or (b) by you to FB, WhatsApp or your Solution Provider, in each case, relating to the matters covered by these Terms, including the existence of these Terms, is Confidential Information of FB and WhatsApp, and subject to the confidentiality obligations set forth in the TOS. Without limiting the TOS, upon termination or expiration of these Terms, you will promptly return or delete such information in your possession at our request.
9. **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). These Terms may not be modified except in a writing duly executed by the parties. Without limiting the TOS, the parties are independent contractors; no employment is created as a result of the Terms and neither party has authority to bind the other. "Including" means "including without limitation."

ACKNOWLEDGED AND AGREED:

Company:	_____
Signature:	_____
Print Name:	_____
Title:	_____
Date:	_____

Exhibit B – Client Terms

These Client Terms (“**Terms**”) are entered into as of the date of signature set forth below (“**Effective Date**”) by Facebook Ireland Limited, unless you are located in the United States, Canada, or Brazil, in which case, Facebook, Inc. is the contracting entity (“**FB**” or “**we**”), and the company set forth in the signature block below (“**Company**” or “**you**”),

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."

[Signature page follows]

ACKNOWLEDGED AND AGREED:

Company:	_____
Signature:	_____
Print Name:	_____
Title:	_____
Date:	_____

Schedule 1 to Client Terms: ISV Terms

These ISV Terms (“**Terms**”) are entered into as of the date of signature set forth below by WhatsApp Ireland Limited, unless you are located in the United States, Canada, or Brazil, in which case, WhatsApp Inc. is the contracting entity (“**WhatsApp**” or “**we**”), and the company set forth in the signature block below (“**you**”).

1. **Acceptance of the TOS.** You agree to be bound by the WhatsApp Business Terms for Solution Providers (currently available at: <https://www.whatsapp.com/legal/business-terms-for-service-providers/>), which incorporates, without limitation, the WhatsApp Business Solution Terms (currently available at: <https://www.whatsapp.com/legal/business-solution-terms/>), the WhatsApp Business Terms of Service (currently available at <https://www.whatsapp.com/legal/business-terms/>), and WhatsApp’s technical and product documentation (currently available at <https://developers.facebook.com/docs/whatsapp/guides/>), and any other related documentation provided by Facebook or WhatsApp (collectively, the “**TOS**”), as varied by these Terms. You represent and warrant that you have received a copy of, and have reviewed, the TOS (including the terms and policies incorporated therein). 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 have granted third-party businesses that are neither their end business customers nor Solution Providers (“**ISVs**”) access to the WhatsApp Business Solution (including messages). WhatsApp is offering a program, during the Term, to permit certain Solution Providers to grant, and to continue to grant, ISVs (including you) access to the WhatsApp Business Solution (including messages) on the condition that (among other things) such ISVs 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. **Your Use of WhatsApp Business Solution.** You may only use and access the WhatsApp Business Solution (including messages) on behalf of Client and at the direction of and in compliance with the obligations between you and the Solution Provider and/or Client (as applicable) that engaged you, and otherwise in a manner consistent with the TOS, where each reference to “you,” “your,” or “Company” (including “your Company”) shall be interpreted as a reference to you, specifically. For clarity, each reference to “Client” (including “your Client”) in the TOS remains a reference to “Client” as that term is defined herein.
 - 2.2. **Your Responsibilities.** As between (a) you and the applicable Solution Provider on the one hand, and (b) WhatsApp on the other hand, you and/or the Solution Provider are responsible for providing (i) front-line primary technical and customer support, and you are responsible for escalating unresolved secondary issues to the relevant Solution Provider; and (ii) network infrastructure, transport layer security, and APIs necessary for Client to use the WhatsApp Business Solution.
 - 2.3. **Access, Use and Disclosure of Client’s Data.**
 - (a) You must have a binding written agreement with Client that is at least as protective as these Terms (including the TOS) with respect to Client’s data, including industry-standard protections with respect to data privacy and security.
 - (b) You may only (a) access, use, and process Client’s data on behalf of Client, and (b) disclose Client’s data solely to, or on behalf of, such Client, in each case only at the direction of, and with the authorization of, the Solution Provider and/or Client (as applicable) that engaged you, in order to provide such Solution Provider or Client with the services they requested of you, in connection with the WhatsApp Business Solution and in a manner that is consistent with the TOS, and the Client’s privacy policy. You may not use Client’s data for any other purpose, including for your own purposes or disclose it to any other third parties. Your data and security obligations under the TOS extend to protecting Client’s data.
 - 2.4. **Notification.** You must maintain an up-to-date list of each Client on whose behalf or at whose direction you use or access the WhatsApp Business Solution (including messages) and the types of such Client’s data that are shared with you (to the extent permitted under any agreement between you and such Client). You will provide us with such information upon our request. In addition, you agree to provide us reports related to your and each such Client’s usage of the WhatsApp Business Solution, as we may reasonably request, within thirty (30) days following of our request.
 - 2.5. **Audit Rights.** You agree that we (or an independent auditor acting on our behalf) may audit your records, books, access logs, policies, processes, information technology systems (real and virtual), networks, technologies, and facilities (including physical and remote access to data centers and cloud facilities), and agreements with Solution Providers and/or Clients (as applicable), that in each case relate to your use of the WhatsApp Business Solution, to ensure that your use of the WhatsApp Business Solution and the data you receive in connection with these Terms (including Client’s data) is safe and complies with these Terms (including our security requirements), and that you have complied with our requests and requests from Clients and Solution Providers to delete user data obtained through the WhatsApp Business Solution. If requested, you must provide us with proof that your use of the WhatsApp Business Solution complies with these Terms.
 - 2.6. **Migration Obligations.** If (a) these Terms are terminated, (b) your agreement with a Client is terminated, or (c) you have directly onboarded a Client to the WhatsApp Business Solution and such Client requests that you migrate its WABA to a Solution Provider or to assume control of its WABA, you must reasonably and in a timely manner (not to exceed thirty (30) days following such notice of termination or such Client’s request and, with respect to (a) and (b), only to the extent required to ensure that the Clients are not adversely affected and as long as such wind-down period is not prohibited under applicable Laws) during and after the Term support the applicable Client’s migration to a Solution Provider or to enable such Client to assume control itself (as instructed by Client), and you must promptly delete any WABA data and information from your own systems, unless either we and/or Client have instructed you otherwise.
 - 2.7. **Prohibition of Client Use.** WhatsApp may at any time prohibit any Client’s use of the WhatsApp Business Solution, effective upon notice to you, and you must immediately comply with such prohibition.

2.8. **No Resale and Other Restrictions.** You must not:

- (a) resell the WhatsApp Business Solution, or give any Clients or third parties access to (or permit them to access) the WhatsApp Business Solution (including messages) other than the Client for whom your services have been engaged;
- (b) hold yourself out as an agent, legal representative, or employee of WhatsApp (including any of its Affiliates) or suggest any affiliation with WhatsApp (or any of its Affiliates) including that you are an authorized distributor of the WhatsApp Business Solution;
- (c) use FB's or WhatsApp's trademarks, logos, slogans, or other proprietary materials to promote your business or for any other use;
- (d) create or set up WABAs for any Clients or third parties. For clarity, the requirements relating to appointing a system administrator do not apply to you;
- (e) use or access the WhatsApp Business Client;
- (f) retain any third party as your service provider to manage your, the Solution Provider's, or Client's access to the WhatsApp Business Solution (including messages);
- (g) charge a fee for using the WhatsApp Business Solution (or related Business Services), but this does not prohibit you from charging for any of your other products and services unrelated to the use of the WhatsApp Business Solution (or related Business Services);
- (h) without limiting and in addition to the TOS, with respect to any data you obtain from using the WhatsApp Business Solution (including the content of message threads), directly or indirectly (i) use such data to track, build, or augment profiles on individual WhatsApp users without the express authorization of Client to do so (and only to the extent of such authorization); (ii) share, transfer, sell, license, or distribute such data, including any anonymous, aggregate, or derived forms of such data, to any third parties; or (iii) retarget on or off of WhatsApp and the Facebook Companies' services, use piggybacking or redirects, or combine that data with any other third-party sources of data; and
- (i) use and/or access the WhatsApp Business Solution (including messages) (i) if you are a Governmental Authority; or (ii) for or on behalf of a Client or any third party that is a Governmental Authority, except (in each case of (i) and (ii)) with the express prior written approval of WhatsApp.

3. **Your Conduct.**

- 3.1. **Compliance with Laws.** You represent and warrant that you have complied, and covenant that you will comply, with all applicable Laws and that you have used and will use only legitimate and ethical business practices in connection with the negotiation and performance of your duties pursuant to these Terms (including the TOS).
- 3.2. **Data Security.** When using the WhatsApp Business Solution, you will always have in effect and maintain administrative, physical and technical safeguards that: (a) meet or exceed industry standards given sensitivity of User Data, (b) are compliant with applicable Laws (including data security and privacy laws, rules and regulations), and (c) are designed to prevent any unauthorized access, use (including any use in violation of these Terms (including the TOS)), processing, storage, destruction, loss, alteration or disclosure of User Data (each, an **"Unauthorized Data Use"**). Following the discovery of any suspected or actual Unauthorized Data Use, you will: (i) immediately notify us of such incident, and (ii) promptly take appropriate actions in compliance with applicable Laws to address and remedy such incident (including notifying the affected users in compliance with applicable Laws and taking any other actions reasonably requested by us). Such notice to us must describe the nature of the Unauthorized Data Use, when the Unauthorized Data Use occurred, the effect on us and/or our users, and your corrective action to respond to the Unauthorized Data Use.
- 3.3. **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 and that you will not seek to provide WhatsApp Business Solution to Clients who are subject to E.U., U.S., or other applicable trade sanctions or economic restrictions. Upon request, you must provide WhatsApp with reasonable information necessary to validate that Clients are not subject to U.S., E.U., or other applicable trade sanctions Laws. 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 3.3 \(Anti-Corruption and Trade Compliance\)](#), to any Governmental Authority whenever WhatsApp considers it necessary or prudent to do so.

- 3.4. **Notice of Violation.** If you become aware that you (or any or your employees or representatives) have violated any provision of these Terms, must provide prompt notice to Facebook of the facts and circumstances associated with such violation or request.
4. **Indemnification.** You agree to defend, indemnify, and hold harmless us, our Affiliates, and our respective officers, directors, employees and agents from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following ("**Claim**"): (a) your or any Client's access to or use of the WhatsApp Business Solution, including information provided in connection therewith; (b) your or any Client's breach or alleged breach of these Terms or applicable Law; and (c) any misrepresentation made by you. We have the right to solely control, and you will cooperate as fully as required by us in, the defense or settlement of any Claim.
5. **Reserved Rights.** Without limiting and in addition to the TOS, we also reserve the right to and may without liability to you immediately limit, suspend, or terminate your access to the WhatsApp Business Solution and/or any or all User Data (or portion thereof) (including access via any or all associated WABAs), if we believe (in our sole discretion) that it is desirable to: (a) protect the integrity, security, or privacy of FB, WhatsApp and any of the other Facebook Company products, systems, or data and/or any users; (b) protect FB, WhatsApp and any of the other Facebook Companies from regulatory, financial, or legal liability and/or to comply with any Law, rule or regulation; or (c) prevent or limit risk of harm or damage (including reputational harm or damage) to FB, WhatsApp or any of the other Facebook Companies and/or each of their respective products, systems, or data.
6. **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 continue to be permitted to use the Business Services (including the WhatsApp Business Solution) as permitted under the Program) (the "**Term**"). For clarity, if you become an authorized Solution Provider during the term of the Program, these Terms will immediately terminate (after which only the TOS (unvaried by these Terms) and any other agreements we or FB may enter into with you, will apply) and upon such termination you may request to participate in the Program as a Solution Provider (subject to your execution of a separate written agreement). 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, and (b) FB with immediate effect in the event you are in breach of Section 3.3 (Anti-Corruption and Trade Compliance). Sections 1 (Acceptance of the TOS), 2.6 (Migration Obligations), 4 (Indemnification), 5 (Reserved Rights), 6 (Term and Termination), 7 (Certain Definitions), 8 (Confidentiality), and 9 (Miscellaneous) of these Terms and the provisions of the TOS, will survive any termination or expiration of these Terms.
7. **Certain Definitions.** Capitalized terms that are not defined below or in the designated places throughout these Terms have the meaning set forth in the TOS.
- 7.1. "**Client**" means a customer that (a) is an end business customer of a Solution Provider, and (b) has either engaged you, or whose Solution Provider has engaged you, to provide services in connection with such customer, and may be described as "Client," "Customer" or "customer" in the TOS;
- 7.2. "**FB**" means Facebook Ireland Limited and Facebook, Inc. (as applicable);
- 7.3. "**Laws**" means local, state, provincial, territorial, federal and international laws, regulations, rules and conventions, including those related to data privacy and data transfer, international communications, public procurement requirements, and the exportation of technical or personal data; and
- 7.4. "**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 end business customers and may be described as either "Solution Provider" or "Service Provider" in the TOS.
8. **Confidentiality.** You acknowledge and agree that any and all information disclosed to you (a) by FB, WhatsApp and/or your Solution Provider, or (b) by you to FB, WhatsApp or your Solution Provider, in each case, relating to the matters covered by these Terms, including the existence of these Terms, is Confidential Information of FB and WhatsApp, and subject to the confidentiality obligations set forth in the TOS. Without limiting the TOS, upon termination or expiration of these Terms, you will promptly return or delete such information in your possession at our request.
9. **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). These Terms may not be modified except in a writing duly executed by the parties. Without limiting the TOS, the parties are independent contractors; no employment is created as a result of the Terms and neither party has authority to bind the other. "Including" means "including without limitation."

ACKNOWLEDGED AND AGREED:

Company:	_____
Signature:	_____
Print Name:	_____
Title:	_____
Date:	_____