



# WhatsApp Terms of Service

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**IMPORTANT NOTE, PLEASE READ CAREFULLY.**

BY CLICKING THE “AGREE AND CREATE ACCOUNT” BUTTON (ON SIGN UP) AND BY PARTICIPATING IN THE kwiqreply SERVICES, YOU AND THE ORGANIZATION YOU REPRESENT (“CUSTOMER” OR “YOU”) ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT CONSISTING OF THIS PARAGRAPH, ANY REGISTRATION, ENROLLMENT OR ORDER PAGE OR FORM PRESENTED BY KHAIRNAR TECHNOLOGIES PRIVATE LIMITED. (“kwiqreply”) REFERENCING THESE TERMS AND CONDITIONS AND THE FOLLOWING TERMS AND CONDITIONS (THE “AGREEMENT”) WITH RESPECT TO THE SERVICES PROVIDED BY KHAIRNAR TECHNOLOGIES PRIVATE LIMITED. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT AND ALL DOCUMENTS AND THE THIRD PARTY TERMS AND CONDITIONS THEY REFER TO, DO NOT CHECK THE “AGREE AND CREATE ACCOUNT” BUTTON (ON SIGN UP). IF YOU CONTINUE WITH SETUP, YOU ARE REPRESENTING AND WARRANTING THAT YOU ARE AUTHORIZED TO BIND THE CUSTOMER. IF YOU ARE EXECUTING THIS AGREEMENT ON BEHALF OF AN ORGANIZATION, YOU REPRESENT THAT YOU HAVE AUTHORITY TO DO SO.

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# WhatsApp Terms of Service

These special terms and conditions (“WhatsApp T&Cs”) relate to the use of the WhatsApp Business Solution, a service enabling businesses to communicate with consumer users.

1. Before starting use of the Services, you agree to be bound by 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 read 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.
2. Facebook is the distributor of the WhatsApp Business Solution and WhatsApp works with Facebook to provide the tools required to enable the WhatsApp Business Solution, including Facebook Business Manager and Facebook Developer. The Facebook Terms (<https://facebook.com/legal/terms>) and the Facebook Commercial Terms ([https://www.facebook.com/legal/commercial\\_terms](https://www.facebook.com/legal/commercial_terms)) applicable for Facebook Business Manager and Facebook Developer apply, and you will comply with these terms. Users of the WhatsApp Business Solution in general will take note and comply with the WhatsApp Terms for Service Provider (<https://www.whatsapp.com/legal/business-terms-for-service-providers/>).
3. Facebook and WhatsApp keep the right to change the location of those terms and conditions, policies, etc.
4. It is your responsibility to follow the changes that Facebook and WhatsApp make in their terms and conditions, policies and make sure they comply with them.
5. You acknowledge and agree that you are solely responsible for the content that passes through the use of the Service and that Facebook, WhatsApp does not examine the use of such content or the nature or the sources of the content. Customers will be solely liable for such content. Facebook, WhatsApp will not be liable for the content or any other material transmitted by Customer or anyone else using the Service, including but not limited to, mobile subscribers.
6. You will not send unsolicited traffic or knowingly transfer messages that can be classified as SPAM to the Facebook or WhatsApp platforms.

7. In addition to any other remedies that Facebook, may have, you give Facebook and WhatsApp the right to immediately suspend all or any part of the Services, if Facebook, WhatsApp have any reason to suspect fraudulent, unlawful or unauthorized use of the Service by you until such prohibited conduct has ceased and proof as necessary, as determined solely by Facebook or WhatsApp, is provided in a timely manner.
8. You represent and warrant that you (i) will perform all of your obligations under this Agreement; (ii) will adhere to these Facebook and WhatsApp T&Cs; and (iii) will comply with Khairnar Technologies Private Limited's directions.
9. Khairnar Technologies Private Limited's liability towards Customer with respect to the provision of the WhatsApp Business Solution Service is limited in the same way as the liability of Facebook and WhatsApp is limited and you must indemnify Khairnar Technologies Private Limited for breach of the Facebook and WhatsApp T&Cs in the same manner as set out in the Facebook and WhatsApp T&Cs.
10. If requested, you agree to provide Facebook, WhatsApp or Khairnar Technologies Private Limited pertinent reports, as determined Facebook or WhatsApp, related to your usage of the WhatsApp Business Solution, as we may reasonably request, within thirty (30) days following our request.
11. If requested, you must provide Facebook, WhatsApp or Khairnar Technologies Private Limited with proof that your use of the WhatsApp Business Solution complies with these Terms.
12. If you request that kwiqreply migrate your WhatsApp Business Account (WABA) to another Solution Provider or would like to assume control of your WABA, kwiqreply will reasonably and in a timely manner (not to exceed thirty (30) days following such notice of termination or your request and, with only to the extent required to ensure that the you are not adversely affected and as long as such wind-down period is not prohibited under applicable Laws). kwiqreply will during and after the Term, support your migration to a Solution Provider or to you to assume control yourself (in each case, as instructed by you), and Kwiqreply will promptly delete any WABA data and information from Kwiqreply's systems, unless either WhatsApp and/or you have instructed kwiqreply otherwise. You agree that these rights are contingent on you fulfilling all your payment obligations to Khairnar Technologies Private Limited as agreed by you in the Purchase Terms or Terms of Use.
13. You acknowledge and agree that Facebook, WhatsApp may at any time prohibit your use of the WhatsApp Business Solution, effective upon notice to you, and you must immediately comply with such prohibition.

14. You must NOT

- a. 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.

15. 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).

16. 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.

17. 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 the 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.

18. Notice of Violation. If you become aware that you (or any of your employees or representatives) have violated any provision of these Terms, you must provide prompt notice to Khairnar Technologies Private Limited of the facts and circumstances associated with such violation or request.
19. You agree to defend, indemnify, and hold harmless Facebook and WhatsApp, their Affiliates, and their 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 access to or use of the WhatsApp Business Solution, including information provided in connection therewith; (b) your breach or alleged breach of these Terms or applicable Law; and (c) any misrepresentation made by you. Facebook and WhatsApp have the right to solely control, and you will cooperate as fully as required in, the defense or settlement of any Claim.
20. Reserved Rights. Without limiting and in addition to the TOS, Facebook or WhatsApp 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.

21. 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
22. "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.
23. 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."