

WhatsApp Terms of Service

- There are several different URL that are referenced which is very confusing (<https://www.whatsapp.com/legal/terms-of-service/?lang=en> latest update 28 January 2020 <https://www.whatsapp.com/legal/client>) BUT for EU residents, the latest update is 2018.
- In terms of the design of the page, one has to open a tab for each clause. It makes it very hard to copy and paste the whole policy in one document. Is it done on purpose? It could.
- Also note that some clauses are written in capitals.

PART 1 TERMS OF SERVICE #1

<https://www.whatsapp.com/legal/terms-of-service/?lang=en>

Last modified: January 28, 2020 ([archived versions](#))

Chapter 1.1 WhatsApp Terms Of Service

If you live in the [European Region](#), WhatsApp Ireland Limited provides WhatsApp to you under this [Terms of Service](#) and [Privacy Policy](#).

WhatsApp LLC (“WhatsApp,” “our,” “we,” or “us”) provides messaging, Internet calling, and other services to users around the world. Please read our Terms of Service so you understand what’s up with your use of WhatsApp. You agree to our Terms of Service (“Terms”) by installing, accessing, or using our apps, services, features, software, or website (together, “Services”).

NO ACCESS TO EMERGENCY SERVICES: There are important differences between WhatsApp and your mobile and fixed-line telephone and SMS services. Our Services do not provide access to emergency services or emergency services providers, including the police, fire departments, or hospitals, or otherwise connect to public safety answering points. You should ensure you can contact your relevant emergency services providers through a mobile, fixed-line telephone, or other service.

IF YOU ARE A WHATSAPP USER LOCATED IN THE UNITED STATES OR CANADA, OUR TERMS CONTAIN A BINDING ARBITRATION PROVISION, WHICH STATES THAT, EXCEPT IF YOU OPT OUT AND EXCEPT FOR CERTAIN TYPES OF DISPUTES, WHATSAPP AND YOU AGREE TO RESOLVE ALL DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND THAT YOU WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR

REPRESENTATIVE ACTIONS. PLEASE READ THE “SPECIAL ARBITRATION PROVISION FOR UNITED STATES OR CANADA USERS” SECTION BELOW TO LEARN MORE.

Chapter 1.2 About our services

Registration. You must register for our Services using accurate data, provide your current mobile phone number, and, if you change it, update this mobile phone number using our in-app change number feature. You agree to receive text messages and phone calls (from us or our third-party providers) with codes to register for our Services.

Address Book. You provide us the phone numbers of WhatsApp users and your other contacts in your mobile phone address book on a regular basis. You confirm you are authorized to provide us such numbers to allow us to provide our Services.

Age. You must be at least 13 years old to use our Services (or such greater age required in your country for you to be authorized to use our Services without parental approval). In addition to being of the minimum required age to use our Services under applicable law, if you are not old enough to have authority to agree to our Terms in your country, your parent or guardian must agree to our Terms on your behalf.

Devices and Software. You must provide certain devices, software, and data connections to use our Services, which we otherwise do not supply. For as long as you use our Services, you consent to downloading and installing updates to our Services, including automatically.

Fees and Taxes. You are responsible for all carrier data plan and other fees and taxes associated with your use of our Services. We may charge you for our Services, including applicable taxes. We may refuse or cancel orders. We do not provide refunds for our Services, except as required by law.

Chapter 1.3 Privacy Policy and User data

WhatsApp cares about your privacy. WhatsApp’s [Privacy Policy](#)¹ describes our information (including message) practices, including the types of information we receive and collect from you and how we use and share this information. You agree to our data practices, including the collection, use, processing, and sharing of your information as described in our Privacy Policy, as well as the transfer and processing of your information to the United States and other countries globally where we have or use facilities, service providers, or partners, regardless of where you use our Services. You acknowledge that the laws, regulations, and standards of the country in which your information is stored or processed may be different from those of your own country.

¹ See below <https://www.whatsapp.com/legal/privacy-policy>

Chapter 1.4 Acceptable use of our services

Our Terms and Policies. You must use our Services according to our Terms and posted policies. If we disable your account for a violation of our Terms, you will not create another account without our permission.

Legal and Acceptable Use. You must access and use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services in ways that: (a) violate, misappropriate, or infringe the rights of WhatsApp, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage conduct that would be illegal, or otherwise inappropriate, including promoting violent crimes; (c) involve publishing falsehoods, misrepresentations, or misleading statements; (d) impersonate someone; (e) involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialing, and the like; or (f) involve any non-personal use of our Services unless otherwise authorized by us.

Harm to WhatsApp or Our Users. You must not (or assist others to) access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit our Services in impermissible or unauthorized manners, or in ways that burden, impair, or harm us, our Services, systems, our users, or others, including that you must not directly or through automated means: (a) reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Services; (b) send, store, or transmit viruses or other harmful computer code through or onto our Services; (c) gain or attempt to gain unauthorized access to our Services or systems; (d) interfere with or disrupt the integrity or performance of our Services; (e) create accounts for our Services through unauthorized or automated means; (f) collect the information of or about our users in any impermissible or unauthorized manner; (g) sell, resell, rent, or charge for our Services; or (h) distribute or make our Services available over a network where they could be used by multiple devices at the same time.

Keeping Your Account Secure. You are responsible for keeping your device and your WhatsApp account safe and secure, and you must notify us promptly of any unauthorized use or security breach of your account or our Services.

Chapter 1.5 Third-party services

Our Services may allow you to access, use, or interact with third-party websites, apps, content, and other products and services. For example, you may choose to use third-party data backup services (such as iCloud or Google Drive) that are integrated with our Services or interact with a share button on a third party's website that enables you to send information to your WhatsApp contacts. Please note that when you use third-party services, their own terms and privacy policies will govern your use of those services.

Chapter 1.6 Licenses

Your Rights. WhatsApp does not claim ownership of the information that you submit for your WhatsApp account or through our Services. You must have the necessary rights to such information that you submit for your WhatsApp account or through our Services and the right to grant the rights and licenses in our Terms.

WhatsApp's Rights. We own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with our Services. You may not use our copyrights, trademarks, domains, logos, trade dress, patents, and other intellectual property rights unless you have our express permission and except in accordance with our [Brand Guidelines](#). You may use the trademarks www.facebookbrand.com/trademarks of our affiliated companies only with their permission, including as authorized in any published brand guidelines.

Your License to WhatsApp. In order to operate and provide our Services, you grant WhatsApp a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, create derivative works of, display, and perform the information (including the content) that you upload, submit, store, send, or receive on or through our Services. The rights you grant in this license are for the limited purpose of operating and providing our Services (such as to allow us to display your profile picture and status message, transmit your messages, store your undelivered messages on our servers for up to 30 days as we try to deliver them, and otherwise as described in our Privacy Policy).

WhatsApp's License to You. We grant you a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use our Services, subject to and in accordance with our Terms. This license is for the sole purpose of enabling you to use our Services, in the manner permitted by our Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you.

Chapter 1.7 Reporting third-party copyright, trademark, and other intellectual property infringement

To report claims of third-party copyright, trademark, or other intellectual property infringement, please visit our [Intellectual Property Policy](#). We may terminate your WhatsApp account if you repeatedly infringe the intellectual property rights of others.

Chapter 1.8 Disclaimers

YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. WE ARE PROVIDING OUR SERVICES ON AN "AS IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE. WE DO NOT WARRANT THAT ANY

INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE, OR USEFUL, THAT OUR SERVICES WILL BE OPERATIONAL, ERROR FREE, SECURE, OR SAFE, OR THAT OUR SERVICES WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT CONTROL, AND ARE NOT RESPONSIBLE FOR, CONTROLLING HOW OR WHEN OUR USERS USE OUR SERVICES OR THE FEATURES, SERVICES, AND INTERFACES OUR SERVICES PROVIDE. WE ARE NOT RESPONSIBLE FOR AND ARE NOT OBLIGATED TO CONTROL THE ACTIONS OR INFORMATION (INCLUDING CONTENT) OF OUR USERS OR OTHER THIRD PARTIES. YOU RELEASE US, OUR SUBSIDIARIES, AFFILIATES, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS (TOGETHER, THE “WHATSAPP PARTIES”) FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, OR DISPUTE (TOGETHER, “CLAIM”) AND DAMAGES, KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD PARTIES. YOU WAIVE ANY RIGHTS YOU MAY HAVE UNDER CALIFORNIA CIVIL CODE §1542, OR ANY OTHER SIMILAR APPLICABLE STATUTE OR LAW OF ANY OTHER JURISDICTION, WHICH SAYS THAT: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Chapter 1.9 Limitation of liability

THE WHATSAPP PARTIES WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES, EVEN IF THE WHATSAPP PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN OUR TERMS, IN SUCH CASES, THE LIABILITY OF THE WHATSAPP PARTIES WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Chapter 1.10 Indemnification

You agree to defend, indemnify, and hold harmless the WhatsApp Parties 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: (a) your access to or use of our Services, including information provided in connection therewith; (b) your breach or alleged breach of our Terms; or (c) any misrepresentation made by you. You will cooperate as fully as required by us in the defense or settlement of any Claim.

NB: WA does not indemnify users, users indemnify WA

Chapter 1.11 Dispute resolution

Forum and Venue. If you are a WhatsApp user located in the United States or Canada, the “Special Arbitration Provision for United States or Canada Users” section below applies to you. Please also read that section carefully and completely. If you are not subject to the “Special Arbitration Provision for United States or Canada Users” section below, you agree that you and WhatsApp will resolve any Claim relating to, arising out of, or in any way in connection with our Terms, us, or our Services (each, a “Dispute,” and together, “Disputes”) exclusively in the United States District Court for the Northern District of California or a state court located in San Mateo County in California, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such Disputes. Without prejudice to the foregoing, you agree that, in our sole discretion, we may elect to resolve any Dispute we have with you in any competent court in the country in which you reside that has jurisdiction over the Dispute.

Governing Law. The laws of the State of California govern our Terms, as well as any Disputes, whether in court or arbitration, which might arise between WhatsApp and you, without regard to conflict of law provisions.

Chapter 1.12 Availability and termination of our services

Availability of Our Services. Our Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. We may discontinue some or all of our Services, including certain features and the support for certain devices and platforms, at any time. Events beyond our control may affect our Services, such as events in nature and other force majeure events.

Termination. We may modify, suspend, or terminate your access to or use of our Services anytime for any reason, such as if you violate the letter or spirit of our Terms or create harm, risk, or possible legal exposure for us, our users, or others. The following provisions will survive any termination of your relationship with WhatsApp: “Licenses,” “Disclaimers,” “Limitation of Liability,” “Indemnification,” “Dispute Resolution,” “Availability and Termination of our Services,” “Other,” and “Special Arbitration Provision for United States or Canada Users.”

Chapter 1.13 Other

- Unless a mutually executed agreement between you and us states otherwise, our Terms make up the entire agreement between you and us regarding WhatsApp and our Services, and supersede any prior agreements.
- We may ask you to agree to additional terms for certain of our Services in the future, which will govern to the extent there is a conflict between our Terms and such additional terms.
- Our Services are not intended for distribution to or use in any country where such distribution or use would violate local law or would subject us to any regulations in another country. We reserve the right to limit our Services in any country.
- You will comply with all applicable U.S. and non-U.S. export control and trade sanctions laws (“Export Laws”). You will not, directly or indirectly, export, re-export, provide, or otherwise transfer our Services: (a) to any individual, entity, or country prohibited by Export Laws; (b) to anyone on U.S. or non-U.S. government restricted parties lists; or (c) for any purpose prohibited by Export Laws, including nuclear, chemical, or biological weapons, or missile technology applications without the required government authorizations. You will not use or download our Services if you are located in a restricted country, if you are currently listed on any U.S. or non-U.S. restricted parties list, or for any purpose prohibited by Export Laws, and you will not disguise your location through IP proxying or other methods.
- Our Terms are written in English (U.S.). Any translated version is provided solely for your convenience. To the extent any translated version of our Terms conflicts with the English version, the English version controls.
- Any amendment to or waiver of our Terms requires our express consent.
- We may amend or update these Terms. We will provide you notice of amendments to our Terms, as appropriate, and update the “Last Modified” date at the top of our Terms. Your continued use of our Services confirms your acceptance of our Terms, as amended. If you do not agree to our Terms, as amended, you must stop using our Services. Please review our Terms from time to time.
- All of our rights and obligations under our Terms are freely assignable by us to any of our affiliates or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner.
- You will not transfer any of your rights or obligations under our Terms to anyone else without our prior written consent.
- Nothing in our Terms will prevent us from complying with the law.
- Except as contemplated herein, our Terms do not give any third-party beneficiary rights.
- If we fail to enforce any of our Terms, it will not be considered a waiver.
- If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from our Terms and shall not affect the validity and enforceability of the remaining provisions, except as set forth in the “Special Arbitration Provision for United States or Canada Users” — “Severability” section below.

- We reserve all rights not expressly granted by us to you. In certain jurisdictions, you may have legal rights as a consumer, and our Terms are not intended to limit such consumer legal rights that may not be waived by contract.
- We always appreciate your feedback or other suggestions about WhatsApp and our Services, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).
-

Chapter 1.14 Special arbitration provision for United States or Canada users

- **PLEASE READ THIS SECTION CAREFULLY BECAUSE IT CONTAINS ADDITIONAL PROVISIONS APPLICABLE ONLY TO OUR UNITED STATES AND CANADA USERS. IF YOU ARE A WHATSAPP USER LOCATED IN THE UNITED STATES OR CANADA, IT REQUIRES YOU TO SUBMIT TO BINDING INDIVIDUAL ARBITRATION OF ALL DISPUTES, EXCEPT FOR THOSE THAT INVOLVE INTELLECTUAL PROPERTY DISPUTES AND EXCEPT THOSE THAT CAN BE BROUGHT IN SMALL CLAIMS COURT. THIS MEANS YOU ARE WAIVING YOUR RIGHT TO HAVE SUCH DISPUTES RESOLVED IN COURT BY A JUDGE OR JURY. THIS SECTION ALSO LIMITS THE TIME YOU HAVE TO START AN ARBITRATION OR, IF PERMISSIBLE, A COURT ACTION. FINALLY, THIS SECTION WAIVES YOUR RIGHT TO HAVE YOUR DISPUTE HEARD AND RESOLVED AS A CLASS ACTION, CLASS ARBITRATION, OR A REPRESENTATIVE ACTION.**
- “Excluded Dispute” means any Dispute relating to the enforcement or infringement of your or our intellectual property rights (such as copyrights, trademarks, domains, logos, trade dress, trade secrets, and patents). For clarity and notwithstanding the foregoing, those Disputes relating to, arising out of, or in any way in connection with your rights of privacy and publicity are not Excluded Disputes.
- **Federal Arbitration Act.** The United States Federal Arbitration Act governs the interpretation and enforcement of this “Special Arbitration Provision for United States or Canada Users” section, including any question whether a Dispute between WhatsApp and you is subject to arbitration.
- **Agreement to Arbitrate for WhatsApp Users Located in the United States or Canada.** For WhatsApp users located in the United States or Canada, WhatsApp and you each agree to waive the right to a trial by judge or jury for all Disputes, except for the Excluded Disputes. WhatsApp and you agree that all Disputes (except for the Excluded Disputes), including those relating to, arising out of, or in any way in connection with your rights of privacy and publicity, will be resolved through final and binding arbitration. WhatsApp and you agree not to combine a Dispute that is subject to arbitration under our Terms with a Dispute that is not eligible for arbitration under our Terms.
- The arbitration will be administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules in effect at the time the arbitration is started, including the Optional Rules for Emergency Measures of Protection and the Supplementary Procedures for Consumer-Related Disputes (together, the “AAA Rules”). The arbitration will be presided over by a single arbitrator selected in accordance with the AAA Rules. The AAA Rules, information regarding initiating a

Dispute, and a description of the arbitration process are available at www.adr.org. The arbitrator will decide whether a Dispute can be arbitrated. The location of the arbitration and the allocation of fees and costs for such arbitration shall be determined in accordance with the AAA Rules. Notwithstanding the AAA Rules, we will reimburse you for all the AAA administrative fees in Disputes that are subject to the Supplementary Procedures for Consumer-Related Disputes, unless the arbitrator determines that a Dispute was filed for purposes of harassment or is patently frivolous.

- **Opt-Out Procedure.** You may opt out of this agreement to arbitrate. If you do so, neither we nor you can require the other to participate in an arbitration proceeding. To opt out, you must notify us in writing postmarked within 30 days of the later of: (i) the date that you first accepted our Terms; and (ii) the date you became subject to this arbitration provision. You must use this address to opt-out:
- WhatsApp LLC
Arbitration Opt-Out
1601 Willow Road
Menlo Park, California 94025
United States of America
- You must include: (1) your name and residence address; (2) the mobile phone number associated with your account; and (3) a clear statement that you want to opt out of our Terms' agreement to arbitrate.
- **Small Claims Court.** As an alternative to arbitration, if permitted by your local "small claims" court's rules, you may bring your Dispute in your local "small claims" court, as long as the matter advances on an individual (non-class) basis.
- **Time Limit to Start Arbitration.** We and you agree that for any Dispute (except for the Excluded Disputes) we and you must commence an arbitration proceeding within one year after the Dispute first arose; otherwise, such Dispute is permanently barred. This means that if we or you do not commence an arbitration within one year after the Dispute first arose, then the arbitration will be dismissed because it was started too late.
- **No Class Actions, Class Arbitrations, or Representative Actions for Users Located in the United States or Canada.** We and you each agree that if you are a WhatsApp user located in the United States or Canada, each of us and you may bring Disputes against the other only on its or your own behalf, and not on behalf of any other person or entity, or any class of people. We and you each agree not to participate in a class action, a class-wide arbitration, Disputes brought in a private attorney general or representative capacity, or consolidated Disputes involving any other person or entity in connection with any Dispute.
- **Severability.** If the prohibition against class actions and other Disputes brought on behalf of third parties is found to be unenforceable for a Dispute, then all of the provisions above under the caption "Special Arbitration Provision for United States or Canada Users" will be null and void as to that Dispute.
- **Place to File Permitted Court Actions.** If you opt out of the agreement to arbitrate, if your Dispute is an Excluded Dispute, or if the arbitration agreement is found to be unenforceable, you agree to be subject to the "Forum and Venue" provisions in the "Dispute Resolution" section set forth above.

Chapter 1.15 Accessing WhatsApp's terms in different languages

- To access our Terms in certain other languages, change the language setting for your WhatsApp session. If our Terms are not available in the language you select, we will default to the English version.
- Please review the following documents, which provide additional information about your use of our Services:
- [WhatsApp Privacy Policy](#)
- [WhatsApp Intellectual Property Policy](#)
- [WhatsApp Brand Guidelines](#)

Chapter 2.1 Key Updates

Chapter 2.2 Information We Collect

Chapter 2.3 How We Use Information

Chapter 2.4 Information You And We Share

Chapter 2.5 Affiliated Companies

Chapter 2.6 Assignment, Change Of Control, And Transfer

Chapter 2.7 Managing Your Information

Chapter 2.8 Law And Protection

Chapter 2.9 Our Global Operations

Chapter 2.10 Updates To Our Policy

Chapter 2.11 California Consumer Privacy Act

Chapter 2.12 Brazilian General Data Protection Law

Chapter 2.13 Contact Us

PART 3 ANOTHER LINK FOR TERMS OF SERVICE

<https://www.whatsapp.com/legal/client>

PART 4 KEY UPDATES

[Terms of Service](#) [Privacy Policy](#)

Respect for your privacy is coded into our DNA. Since we started WhatsApp, we've built our Services with a set of strong privacy principles in mind. In our updated Terms and Privacy Policy you'll find:

- Information that is easier to understand. Our updated Terms and Privacy Policy are easier to understand and reflect new features such as WhatsApp Calling and WhatsApp for web and desktop.
- We joined Facebook in 2014. WhatsApp is now part of the Facebook family of companies. Our Privacy Policy explains how we work together to improve our services and offerings, like fighting spam across apps, making product suggestions, and showing relevant offers and ads on Facebook. Nothing you share on WhatsApp, including your messages, photos, and account information, will be shared onto Facebook or any of our other family of apps for others to see, and nothing you post on those apps will be shared on WhatsApp for others to see.
- Your messages are yours, and we can't read them. We've built privacy, end-to-end encryption, and other security features into WhatsApp. We don't store your messages once they've been delivered. When they are end-to-end encrypted, we and third parties can't read them.
- No third-party banner ads. We still do not allow third-party banner ads on WhatsApp.
- New ways to use WhatsApp. We will explore ways for you and businesses to communicate with each other using WhatsApp, such as through order, transaction, and appointment information, delivery and shipping notifications, product and service updates, and marketing. For example, you may receive flight status information for upcoming travel, a receipt for something you purchased, or a notification when a delivery will be made. Messages you may receive containing marketing could include an offer for something that might interest you. We do not want you to have a spammy experience; as with all of your messages, you can manage these communications, and we will honor the choices you make.
- The choices you have. If you are an existing user, you can choose not to have your WhatsApp account information shared with Facebook to improve your Facebook ads and products experiences. Existing users who accept our updated Terms and Privacy Policy will have an additional 30 days to make this choice by going to Settings > Account.

PART 5 WHATSAPP TERMS OF SERVICE

Sub-section 5.1.1.1 Last modified: January 28, 2020 ([archived versions](#))

If you live in the [European Region](#), WhatsApp Ireland Limited provides WhatsApp to you under this [Terms of Service](#) and [Privacy Policy](#).

WhatsApp LLC ("WhatsApp," "our," "we," or "us") provides messaging, Internet calling, and other services to users around the world. Please read our Terms of Service so you understand what's up with your use of WhatsApp. You agree to our Terms of Service ("Terms") by installing, accessing, or using our apps, services, features, software, or website (together, "Services").

NO ACCESS TO EMERGENCY SERVICES: There are important differences between WhatsApp and your mobile and fixed-line telephone and SMS services. Our Services do not provide access to emergency services or emergency services providers, including the police, fire departments, or hospitals, or otherwise connect to public safety answering points. You should ensure you can contact your relevant emergency services providers through a mobile, fixed-line telephone, or other service.

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1.1.1. About our services

Registration. You must register for our Services using accurate data, provide your current mobile phone number, and, if you change it, update this mobile phone number using our in-app change number feature. You agree to receive text messages and phone calls (from us or our third-party providers) with codes to register for our Services.

Address Book. You provide us the phone numbers of WhatsApp users and your other contacts in your mobile phone address book on a regular basis. You confirm you are authorized to provide us such numbers to allow us to provide our Services.

Age. You must be at least 13 years old to use our Services (or such greater age required in your country for you to be authorized to use our Services without parental approval). In addition to being of the minimum required age to use our Services under applicable law, if you are not old enough to have authority to agree to our Terms in your country, your parent or guardian must agree to our Terms on your behalf.

Devices and Software. You must provide certain devices, software, and data connections to use our Services, which we otherwise do not supply. For as long as you use our Services, you consent to downloading and installing updates to our Services, including automatically.

Fees and Taxes. You are responsible for all carrier data plan and other fees and taxes associated with your use of our Services. We may charge you for our Services, including applicable taxes. We may refuse or cancel orders. We do not provide refunds for our Services, except as required by law.

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1.1.2. Privacy policy and user data

WhatsApp cares about your privacy. WhatsApp’s [Privacy Policy](#) describes our information (including message) practices, including the types of information we receive and collect from you and how we use and share this information. You agree to our data practices, including the collection, use, processing, and sharing of your information as described in our Privacy Policy, as well as the transfer and processing of your information to the United States and other countries globally where we have or use facilities, service providers, or partners, regardless of where you use our Services. You acknowledge that the laws, regulations, and standards of the country in which your information is stored or processed may be different from those of your own country.

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1.1.3. Acceptable use of our services

Our Terms and Policies. You must use our Services according to our Terms and posted policies. If we disable your account for a violation of our Terms, you will not create another account without our permission.

Legal and Acceptable Use. You must access and use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services in ways that: (a)

violate, misappropriate, or infringe the rights of WhatsApp, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage conduct that would be illegal, or otherwise inappropriate, including promoting violent crimes; (c) involve publishing falsehoods, misrepresentations, or misleading statements; (d) impersonate someone; (e) involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialing, and the like; or (f) involve any non-personal use of our Services unless otherwise authorized by us.

Harm to WhatsApp or Our Users. You must not (or assist others to) access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit our Services in impermissible or unauthorized manners, or in ways that burden, impair, or harm us, our Services, systems, our users, or others, including that you must not directly or through automated means: (a) reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Services; (b) send, store, or transmit viruses or other harmful computer code through or onto our Services; (c) gain or attempt to gain unauthorized access to our Services or systems; (d) interfere with or disrupt the integrity or performance of our Services; (e) create accounts for our Services through unauthorized or automated means; (f) collect the information of or about our users in any impermissible or unauthorized manner; (g) sell, resell, rent, or charge for our Services; or (h) distribute or make our Services available over a network where they could be used by multiple devices at the same time.

Keeping Your Account Secure. You are responsible for keeping your device and your WhatsApp account safe and secure, and you must notify us promptly of any unauthorized use or security breach of your account or our Services.

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1.1.4. Third-party services

Our Services may allow you to access, use, or interact with third-party websites, apps, content, and other products and services. For example, you may choose to use third-party data backup services (such as iCloud or Google Drive) that are integrated with our Services or interact with a share button on a third party's website that enables you to send information to your WhatsApp contacts. Please note that when you use third-party services, their own terms and privacy policies will govern your use of those services.

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1.1.5. Licenses

Your Rights. WhatsApp does not claim ownership of the information that you submit for your WhatsApp account or through our Services. You must have the necessary rights to such information that you submit for your WhatsApp account or through our Services and the right to grant the rights and licenses in our Terms.

WhatsApp's Rights. We own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with our Services. You may not use our copyrights, trademarks, domains, logos, trade dress, patents, and other intellectual property rights unless you have our express permission and except in accordance with our [Brand Guidelines](#). You may use the trademarks www.facebookbrand.com/trademarks of our affiliated companies only with their permission, including as authorized in any published brand guidelines.

Your License to WhatsApp. In order to operate and provide our Services, you grant WhatsApp a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, create derivative works of, display, and perform the information (including the content) that you upload, submit, store, send, or receive on or through our Services. The rights you grant in this license are for the limited purpose of operating and providing our Services (such as to allow us to display your profile picture and status message, transmit your messages, store your undelivered messages on our servers for up to 30 days as we try to deliver them, and otherwise as described in our Privacy Policy).

WhatsApp's License to You. We grant you a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use our Services, subject to and in accordance with our Terms. This license is for the sole purpose of enabling you to use our Services, in the manner permitted by our Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you.

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1.1.6. Reporting third-party copyright, trademark, and other intellectual property infringement

To report claims of third-party copyright, trademark, or other intellectual property infringement, please visit our [Intellectual Property Policy](#). We may terminate your WhatsApp account if you repeatedly infringe the intellectual property rights of others.

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1.1.7. Disclaimers

YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. WE ARE PROVIDING OUR SERVICES ON AN "AS IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE. WE DO NOT WARRANT THAT ANY INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE, OR USEFUL, THAT OUR SERVICES WILL BE OPERATIONAL, ERROR FREE, SECURE, OR SAFE, OR THAT OUR SERVICES WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT CONTROL, AND ARE NOT RESPONSIBLE FOR, CONTROLLING HOW OR WHEN OUR USERS USE OUR SERVICES OR THE FEATURES, SERVICES, AND INTERFACES OUR SERVICES PROVIDE. WE ARE NOT RESPONSIBLE FOR AND ARE NOT OBLIGATED TO CONTROL THE ACTIONS OR INFORMATION (INCLUDING CONTENT) OF OUR USERS OR OTHER THIRD PARTIES. YOU RELEASE US, OUR SUBSIDIARIES, AFFILIATES, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS (TOGETHER, THE "WHATSAPP PARTIES") FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, OR DISPUTE (TOGETHER, "CLAIM") AND DAMAGES, KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD PARTIES. YOU WAIVE ANY RIGHTS YOU MAY HAVE UNDER CALIFORNIA CIVIL CODE §1542, OR ANY OTHER SIMILAR APPLICABLE STATUTE OR LAW OF ANY OTHER JURISDICTION, WHICH SAYS THAT: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

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1.1.8. Limitation of liability

THE WHATSAPP PARTIES WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES, EVEN IF THE WHATSAPP PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN

DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN OUR TERMS, IN SUCH CASES, THE LIABILITY OF THE WHATSAPP PARTIES WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

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1.1.9. Indemnification

You agree to defend, indemnify, and hold harmless the WhatsApp Parties 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: (a) your access to or use of our Services, including information provided in connection therewith; (b) your breach or alleged breach of our Terms; or (c) any misrepresentation made by you. You will cooperate as fully as required by us in the defense or settlement of any Claim.

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1.1.10. Dispute resolution

Forum and Venue. If you are a WhatsApp user located in the United States or Canada, the “Special Arbitration Provision for United States or Canada Users” section below applies to you. Please also read that section carefully and completely. If you are not subject to the “Special Arbitration Provision for United States or Canada Users” section below, you agree that you and WhatsApp will resolve any Claim relating to, arising out of, or in any way in connection with our Terms, us, or our Services (each, a “Dispute,” and together, “Disputes”) exclusively in the United States District Court for the Northern District of California or a state court located in San Mateo County in California, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such Disputes. Without prejudice to the foregoing, you agree that, in our sole discretion, we may elect to resolve any Dispute we have with you in any competent court in the country in which you reside that has jurisdiction over the Dispute.

Governing Law. The laws of the State of California govern our Terms, as well as any Disputes, whether in court or arbitration, which might arise between WhatsApp and you, without regard to conflict of law provisions.

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1.1.11. Availability and termination of our services

Availability of Our Services. Our Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. We may discontinue some or all of our Services, including certain features and the support for certain devices and platforms, at any time. Events beyond our control may affect our Services, such as events in nature and other force majeure events.

Termination. We may modify, suspend, or terminate your access to or use of our Services anytime for any reason, such as if you violate the letter or spirit of our Terms or create harm, risk, or possible legal exposure for us, our users, or others. The following provisions will survive any termination of your relationship with WhatsApp: “Licenses,” “Disclaimers,” “Limitation of Liability,” “Indemnification,” “Dispute Resolution,” “Availability and Termination of our Services,” “Other,” and “Special Arbitration Provision for United States or Canada Users.”

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1.1.12. Other

- Unless a mutually executed agreement between you and us states otherwise, our Terms make up the entire agreement between you and us regarding WhatsApp and our Services, and supersede any prior agreements.

- We may ask you to agree to additional terms for certain of our Services in the future, which will govern to the extent there is a conflict between our Terms and such additional terms.
- Our Services are not intended for distribution to or use in any country where such distribution or use would violate local law or would subject us to any regulations in another country. We reserve the right to limit our Services in any country.
- You will comply with all applicable U.S. and non-U.S. export control and trade sanctions laws (“Export Laws”). You will not, directly or indirectly, export, re-export, provide, or otherwise transfer our Services: (a) to any individual, entity, or country prohibited by Export Laws; (b) to anyone on U.S. or non-U.S. government restricted parties lists; or (c) for any purpose prohibited by Export Laws, including nuclear, chemical, or biological weapons, or missile technology applications without the required government authorizations. You will not use or download our Services if you are located in a restricted country, if you are currently listed on any U.S. or non-U.S. restricted parties list, or for any purpose prohibited by Export Laws, and you will not disguise your location through IP proxying or other methods.
- Our Terms are written in English (U.S.). Any translated version is provided solely for your convenience. To the extent any translated version of our Terms conflicts with the English version, the English version controls.
- Any amendment to or waiver of our Terms requires our express consent.
- We may amend or update these Terms. We will provide you notice of amendments to our Terms, as appropriate, and update the “Last Modified” date at the top of our Terms. Your continued use of our Services confirms your acceptance of our Terms, as amended. If you do not agree to our Terms, as amended, you must stop using our Services. Please review our Terms from time to time.
- All of our rights and obligations under our Terms are freely assignable by us to any of our affiliates or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner.
- You will not transfer any of your rights or obligations under our Terms to anyone else without our prior written consent.
- Nothing in our Terms will prevent us from complying with the law.
- Except as contemplated herein, our Terms do not give any third-party beneficiary rights.
- If we fail to enforce any of our Terms, it will not be considered a waiver.
- If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from our Terms and shall not affect the validity and enforceability of the remaining provisions, except as set forth in the “Special Arbitration Provision for United States or Canada Users” — “Severability” section below.
- We reserve all rights not expressly granted by us to you. In certain jurisdictions, you may have legal rights as a consumer, and our Terms are not intended to limit such consumer legal rights that may not be waived by contract.

- We always appreciate your feedback or other suggestions about WhatsApp and our Services, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

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1.1.13. Special arbitration provision for United States or Canada users

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT CONTAINS ADDITIONAL PROVISIONS APPLICABLE ONLY TO OUR UNITED STATES AND CANADA USERS. IF YOU ARE A WHATSAPP USER LOCATED IN THE UNITED STATES OR CANADA, IT REQUIRES YOU TO SUBMIT TO BINDING INDIVIDUAL ARBITRATION OF ALL DISPUTES, EXCEPT FOR THOSE THAT INVOLVE INTELLECTUAL PROPERTY DISPUTES AND EXCEPT THOSE THAT CAN BE BROUGHT IN SMALL CLAIMS COURT. THIS MEANS YOU ARE WAIVING YOUR RIGHT TO HAVE SUCH DISPUTES RESOLVED IN COURT BY A JUDGE OR JURY. THIS SECTION ALSO LIMITS THE TIME YOU HAVE TO START AN ARBITRATION OR, IF PERMISSIBLE, A COURT ACTION. FINALLY, THIS SECTION WAIVES YOUR RIGHT TO HAVE YOUR DISPUTE HEARD AND RESOLVED AS A CLASS ACTION, CLASS ARBITRATION, OR A REPRESENTATIVE ACTION.

“Excluded Dispute” means any Dispute relating to the enforcement or infringement of your or our intellectual property rights (such as copyrights, trademarks, domains, logos, trade dress, trade secrets, and patents). For clarity and notwithstanding the foregoing, those Disputes relating to, arising out of, or in any way in connection with your rights of privacy and publicity are not Excluded Disputes.

Federal Arbitration Act. The United States Federal Arbitration Act governs the interpretation and enforcement of this “Special Arbitration Provision for United States or Canada Users” section, including any question whether a Dispute between WhatsApp and you is subject to arbitration. Agreement to Arbitrate for WhatsApp Users Located in the United States or Canada. For WhatsApp users located in the United States or Canada, WhatsApp and you each agree to waive the right to a trial by judge or jury for all Disputes, except for the Excluded Disputes. WhatsApp and you agree that all Disputes (except for the Excluded Disputes), including those relating to, arising out of, or in any way in connection with your rights of privacy and publicity, will be resolved through final and binding arbitration. WhatsApp and you agree not to combine a Dispute that is subject to arbitration under our Terms with a Dispute that is not eligible for arbitration under our Terms.

The arbitration will be administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules in effect at the time the arbitration is started, including the Optional Rules for Emergency Measures of Protection and the Supplementary Procedures for Consumer-Related Disputes (together, the “AAA Rules”). The arbitration will be presided over by a single arbitrator selected in accordance with the AAA Rules. The AAA Rules, information regarding initiating a Dispute, and a description of the arbitration process are available at www.adr.org. The arbitrator will decide whether a Dispute can be arbitrated. The location of the arbitration and the allocation of fees and costs for such arbitration shall be determined in accordance with the AAA Rules. Notwithstanding the AAA Rules, we will reimburse you for all the AAA administrative fees in Disputes that are subject to the Supplementary Procedures for Consumer-Related Disputes, unless the arbitrator determines that a Dispute was filed for purposes of harassment or is patently frivolous.

Opt-Out Procedure. You may opt out of this agreement to arbitrate. If you do so, neither we nor you can require the other to participate in an arbitration proceeding. To opt out, you must notify us in writing postmarked within 30 days of the later of: (i) the date that you first accepted our Terms; and (ii) the date you became subject to this arbitration provision. You must use this address to opt-out:

WhatsApp LLC
Arbitration Opt-Out
1601 Willow Road

Menlo Park, California 94025
United States of America

You must include: (1) your name and residence address; (2) the mobile phone number associated with your account; and (3) a clear statement that you want to opt out of our Terms' agreement to arbitrate.

Small Claims Court. As an alternative to arbitration, if permitted by your local "small claims" court's rules, you may bring your Dispute in your local "small claims" court, as long as the matter advances on an individual (non-class) basis.

Time Limit to Start Arbitration. We and you agree that for any Dispute (except for the Excluded Disputes) we and you must commence an arbitration proceeding within one year after the Dispute first arose; otherwise, such Dispute is permanently barred. This means that if we or you do not commence an arbitration within one year after the Dispute first arose, then the arbitration will be dismissed because it was started too late.

No Class Actions, Class Arbitrations, or Representative Actions for Users Located in the United States or Canada. We and you each agree that if you are a WhatsApp user located in the United States or Canada, each of us and you may bring Disputes against the other only on its or your own behalf, and not on behalf of any other person or entity, or any class of people. We and you each agree not to participate in a class action, a class-wide arbitration, Disputes brought in a private attorney general or representative capacity, or consolidated Disputes involving any other person or entity in connection with any Dispute.

Severability. If the prohibition against class actions and other Disputes brought on behalf of third parties is found to be unenforceable for a Dispute, then all of the provisions above under the caption "Special Arbitration Provision for United States or Canada Users" will be null and void as to that Dispute.

Place to File Permitted Court Actions. If you opt out of the agreement to arbitrate, if your Dispute is an Excluded Dispute, or if the arbitration agreement is found to be unenforceable, you agree to be subject to the "Forum and Venue" provisions in the "Dispute Resolution" section set forth above.

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1.1.14. Accessing WhatsApp's terms in different languages

To access our Terms in certain other languages, change the language setting for your WhatsApp session. If our Terms are not available in the language you select, we will default to the English version.

Please review the following documents, which provide additional information about your use of our Services:

[WhatsApp Privacy Policy](#)

[WhatsApp Intellectual Property Policy](#)

[WhatsApp Brand Guidelines](#)

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PART 6 WHATSAPP PRIVACY POLICY

Sub-section 6.1.1.1 Last modified: July 20, 2020 ([archived versions](#))

If you live in the [European Region](#), WhatsApp Ireland Limited provides WhatsApp to you under this [Terms of Service](#) and [Privacy Policy](#).

Respect for your privacy is coded into our DNA. Since we started WhatsApp, we've aspired to build our Services with a set of strong privacy principles in mind.

WhatsApp provides messaging, Internet calling, and other services to users around the world. Our Privacy Policy helps explain our information (including message) practices. For example, we talk about what information we collect and how this affects you. We also explain the steps we take to protect your privacy – like building WhatsApp so delivered messages aren't stored and giving you control over who you communicate with on our Services.

When we say “WhatsApp,” “our,” “we,” or “us,” we're talking about WhatsApp LLC. This Privacy Policy (“Privacy Policy”) applies to all of our apps, services, features, software, and website (together, “Services”) unless specified otherwise.

Please also read [WhatsApp's Terms of Service](#) (“Terms”), which describes the terms under which you use our Services.

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1.1.15. Key Updates

Respect for your privacy is coded into our DNA. Since we started WhatsApp, we've built our Services with a set of strong privacy principles in mind. In our updated Terms and Privacy Policy you'll find:

- Information that is easier to understand. Our updated Terms and Privacy Policy are easier to understand and reflect new features such as WhatsApp Calling and WhatsApp for web and desktop.
- We joined Facebook in 2014. WhatsApp is now part of the Facebook family of companies. Our Privacy Policy explains how we work together to improve our services and offerings, like fighting spam across apps, making product suggestions, and showing relevant offers and ads on Facebook. Nothing you share on WhatsApp, including your messages, photos, and account information, will be shared onto Facebook or any of our other family of apps for others to see, and nothing you post on those apps will be shared on WhatsApp for others to see.
- Your messages are yours, and we can't read them. We've built privacy, end-to-end encryption, and other security features into WhatsApp. We don't store your messages once they've been delivered. When they are end-to-end encrypted, we and third parties can't read them.
- No third-party banner ads. We still do not allow third-party banner ads on WhatsApp.
- New ways to use WhatsApp. We will explore ways for you and businesses to communicate with each other using WhatsApp, such as through order, transaction, and appointment information, delivery and shipping notifications, product and service updates, and marketing. For example, you may receive flight status information for upcoming travel, a receipt for something you purchased, or a notification when a delivery will be made. Messages you may receive containing marketing could include an offer for something that might interest you. We do not want you to have a spammy experience; as with all of your messages, you can manage these communications, and we will honor the choices you make.
- The choices you have. If you are an existing user, you can choose not to have your WhatsApp account information shared with Facebook to improve your Facebook ads and products experiences. Existing users who accept our updated Terms and Privacy Policy will have an additional 30 days to make this choice by going to Settings > Account.

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1.1.16. Information We Collect

WhatsApp receives or collects information when we operate and provide our Services, including when you install, access, or use our Services.

Information You Provide

- Your Account Information. You provide your mobile phone number to create a WhatsApp account. You provide us the phone numbers in your mobile address book on a regular basis, including those of both the users of our Services and your other contacts. You confirm you are authorized to provide us such numbers. You may also add other information to your account, such as a profile name, profile picture, and status message.

- **Your Messages.** We do not retain your messages in the ordinary course of providing our Services to you. Once your messages (including your chats, photos, videos, voice messages, files, and share location information) are delivered, they are deleted from our servers. Your messages are stored on your own device. If a message cannot be delivered immediately (for example, if you are offline), we may keep it on our servers for up to 30 days as we try to deliver it. If a message is still undelivered after 30 days, we delete it. To improve performance and deliver media messages more efficiently, such as when many people are sharing a popular photo or video, we may retain that content on our servers for a longer period of time. We also offer end-to-end encryption for our Services, which is on by default, when you and the people with whom you message use a version of our app released after April 2, 2016. End-to-end encryption means that your messages are encrypted to protect against us and third parties from reading them.
- **Your Connections.** To help you organize how you communicate with others, we may create a favorites list of your contacts for you, and you can create, join, or get added to groups and broadcast lists, and such groups and lists get associated with your account information.
- **Customer Support.** You may provide us with information related to your use of our Services, including copies of your messages, and how to contact you so we can provide you customer support. For example, you may send us an email with information relating to our app performance or other issues.

Automatically Collected Information

- **Usage and Log Information.** We collect service-related, diagnostic, and performance information. This includes information about your activity (such as how you use our Services, how you interact with others using our Services, and the like), log files, and diagnostic, crash, website, and performance logs and reports.
- **Transactional Information.** If you pay for our Services, we may receive information and confirmations, such as payment receipts, including from app stores or other third parties processing your payment.
- **Device and Connection Information.** We collect device-specific information when you install, access, or use our Services. This includes information such as hardware model, operating system information, browser information, IP address, mobile network information including phone number, and device identifiers. We collect device location information if you use our location features, such as when you choose to share your location with your contacts, view locations nearby or those others have shared with you, and the like, and for diagnostics and troubleshooting purposes such as if you are having trouble with our app's location features.
- **Cookies.** We use cookies to operate and provide our Services, including to provide our Services that are web-based, improve your experiences, understand how our Services are being used, and customize our Services. For example, we use cookies to provide WhatsApp for web and desktop and other web-based services. We may also use cookies to understand which of our FAQs are most popular and to show you relevant content related to our Services. Additionally, we may use cookies to remember your choices, such as your language preferences, and otherwise to customize our Services for you. [Learn more](#) about how we use cookies to provide you our Services.
- **Status Information.** We collect information about your online and status message changes on our Services, such as whether you are online (your "online status"), when you last used our Services (your "last seen status"), and when you last updated your status message.

Third-Party Information

- **Information Others Provide About You.** We receive information other people provide us, which may include information about you. For example, when other users you know use our Services, they may provide your phone number from their mobile address book (just as you may provide theirs), or they may send you a message, send messages to groups to which you belong, or call you.
- **Third-Party Providers.** We work with third-party providers to help us operate, provide, improve, understand, customize, support, and market our Services. For example, we work with companies to distribute our apps, provide our infrastructure, delivery, and other systems, supply map and places information, process payments, help us understand how people use our Services, and market our Services. These providers may provide us information about you in certain circumstances; for example, app stores may provide us reports to help us diagnose and fix service issues.
- **Third-Party Services.** We allow you to use our Services in connection with third-party services. If you use our Services with such third-party services, we may receive information about you from

them; for example, if you use the WhatsApp share button on a news service to share a news article with your WhatsApp contacts, groups, or broadcast lists on our Services, or if you choose to access our Services through a mobile carrier's or device provider's promotion of our Services. Please note that when you use third-party services, their own terms and privacy policies will govern your use of those services.

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1.1.17. How We Use Information

We use all the information we have to help us operate, provide, improve, understand, customize, support, and market our Services.

- **Our Services.** We operate and provide our Services, including providing customer support, and improving, fixing, and customizing our Services. We understand how people use our Services, and analyze and use the information we have to evaluate and improve our Services, research, develop, and test new services and features, and conduct troubleshooting activities. We also use your information to respond to you when you contact us. We use [cookies](#) to operate, provide, improve, understand, and customize our Services.
- **Safety and Security.** We verify accounts and activity, and promote safety and security on and off our Services, such as by investigating suspicious activity or violations of our Terms, and to ensure our Services are being used legally.
- **Communications About Our Services and the Facebook Family of Companies.** We communicate with you about our Services and features and let you know about our terms and policies and other important updates. We may provide you marketing for our Services and those of the [Facebook family of companies](#), of which we are now a part.
- **No Third-Party Banner Ads.** We do not allow third-party banner ads on WhatsApp. We have no intention to introduce them, but if we ever do, we will update this policy.
- **Commercial Messaging.** We will allow you and third parties, like businesses, to communicate with each other using WhatsApp, such as through order, transaction, and appointment information, delivery and shipping notifications, product and service updates, and marketing. For example, you may receive flight status information for upcoming travel, a receipt for something you purchased, or a notification when a delivery will be made. Messages you may receive containing marketing could include an offer for something that might interest you. We do not want you to have a spammy experience; as with all of your messages, you can manage these communications, and we will honor the choices you make.

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1.1.18. Information You And We Share

You share your information as you use and communicate through our Services, and we share your information to help us operate, provide, improve, understand, customize, support, and market our Services.

- **Account Information.** Your phone number, profile name and photo, online status and status message, last seen status, and receipts may be available to anyone who uses our Services, although you can configure your Services settings to manage certain information available to other users.
- **Your Contacts and Others.** Users with whom you communicate may store or reshare your information (including your phone number or messages) with others on and off our Services. You can use your Services settings and the block feature in our Services to manage the users of our Services with whom you communicate and certain information you share.
- **Third-Party Providers.** We work with third-party providers to help us operate, provide, improve, understand, customize, support, and market our Services. When we share information with third-party providers, we require them to use your information in accordance with our instructions and terms or with express permission from you.
- **Third-Party Services.** When you use third-party services that are integrated with our Services, they may receive information about what you share with them. For example, if you use a data backup service integrated with our Services (such as iCloud or Google Drive), they will receive information about what you share with them. If you interact with a third-party service linked through our

Services, you may be providing information directly to such third party. Please note that when you use third-party services, their own terms and privacy policies will govern your use of those services.

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1.1.19. Affiliated Companies

We joined the [Facebook family of companies](#) in 2014. As part of the Facebook family of companies, WhatsApp receives information from, and shares information with, this family of companies. We may use the information we receive from them, and they may use the information we share with them, to help operate, provide, improve, understand, customize, support, and market our Services and their offerings. This includes helping improve infrastructure and delivery systems, understanding how our Services or theirs are used, securing systems, and fighting spam, abuse, or infringement activities. Facebook and the other companies in the Facebook family also may use information from us to improve your experiences within their services such as making product suggestions (for example, of friends or connections, or of interesting content) and showing relevant offers and ads. However, your WhatsApp messages will not be shared onto Facebook for others to see. In fact, Facebook will not use your WhatsApp messages for any purpose other than to assist us in operating and providing our Services.

[Learn more](#) about the Facebook family of companies and their privacy practices by reviewing their privacy policies.

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1.1.20. Assignment, Change Of Control, And Transfer

All of our rights and obligations under our Privacy Policy are freely assignable by us to any of our affiliates, in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner.

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1.1.21. Managing Your Information

If you would like to manage, change, limit, or delete your information, we allow you to do that through the following tools:

- **Services Settings.** You can change your Services settings to manage certain information available to other users. You can manage your contacts, groups, and broadcast lists, or use our block feature to manage the users with whom you communicate.
- **Changing Your Mobile Phone Number, Profile Name and Picture, and Status Message.** You must change your mobile phone number using our in-app change number feature and transfer your account to your new mobile phone number. You can also change your profile name, profile picture, and status message at any time.
- **Deleting Your WhatsApp Account.** You may delete your WhatsApp account at any time (including if you want to revoke your consent to our use of your information) using our in-app delete my account feature. When you delete your WhatsApp account, your undelivered messages are deleted from our servers as well as any of your other information we no longer need to operate and provide our Services. Be mindful that if you only delete our Services from your device without using our in-app delete my account feature, your information may be stored with us for a longer period. Please remember that when you delete your account, it does not affect the information other users have relating to you, such as their copy of the messages you sent them.

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1.1.22. Law And Protection

We may collect, use, preserve, and share your information if we have a good-faith belief that it is reasonably necessary to: (a) respond pursuant to applicable law or regulations, to legal process, or to government requests; (b) enforce our Terms and any other applicable terms and policies, including for investigations of potential violations; (c) detect, investigate, prevent, and address fraud and other illegal activity, security, or technical issues; or (d) protect the rights, property, and safety of our users, WhatsApp, the Facebook family of companies, or others.

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1.1.23. Our Global Operations

You agree to our information practices, including the collection, use, processing, and sharing of your information as described in this Privacy Policy, as well as the transfer and processing of your information to the United States and other countries globally where we have or use facilities, service providers, or partners, regardless of where you use our Services. You acknowledge that the laws, regulations, and standards of the country in which your information is stored or processed may be different from those of your own country.

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1.1.24. Updates To Our Policy

We may amend or update our Privacy Policy. We will provide you notice of amendments to this Privacy Policy, as appropriate, and update the “Last Modified” date at the top of this Privacy Policy. Your continued use of our Services confirms your acceptance of our Privacy Policy, as amended. If you do not agree to our Privacy Policy, as amended, you must stop using our Services. Please review our Privacy Policy from time to time.

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1.1.25. California Consumer Privacy Act

California residents may learn more about their rights, including how to exercise their rights under the California Consumer Privacy Act of 2018, by clicking [here](#).

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1.1.26. Brazilian General Data Protection Law

You may learn more about your rights, including how to exercise your rights under the Brazilian General Data Protection Law, by clicking [here](#).

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1.1.27. Contact Us

If you have questions about our Privacy Policy, please [contact us](#).

WhatsApp LLC
Privacy Policy
1601 Willow Road
Menlo Park, California 94025
United States of America

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EUROPE WhatsApp Terms of Service

PART 7 WHATSAPP TERMS OF SERVICE

If you don't live in the [European Region](#), WhatsApp LLC provides WhatsApp to you under this [Terms of Service](#) and [Privacy Policy](#).

In order to provide our Services (as defined below) through our apps, services, features, software, or website, we need to obtain your express agreement to our Terms of Service ("Terms"). You agree to our Terms by registering, installing, accessing, or using our apps, services, features, software, or website.

Chapter 7.1 Our Services

If you live in a country in the European Economic Area (which includes the European Union), and any other included country or territory (collectively referred to as the "[European Region](#)"), WhatsApp Ireland Limited provides the services described below to you; if you live in any other country except those in the [European Region](#), it is WhatsApp LLC (collectively, "WhatsApp," "our," "we," or "us") that provides the services described below to you (collectively, "Services"):

- **Privacy And Security Principles.** Since we started WhatsApp, we've built our Services with strong privacy and security principles in mind.
- **Connecting You With Other People.** We provide ways for you to communicate with other WhatsApp users including through messages, voice and video calls, sending images and video, showing your status, and sharing your location with others when you choose. We may provide a convenient platform that enables you to send and receive money to or from other users across our platform. WhatsApp works with partners, service providers, and affiliated companies to help us provide ways for you to connect with their services. We use the information we receive from them to help operate, provide, and improve our Services.
- **Ways To Improve Our Services.** We analyze how you make use of WhatsApp, in order to improve all aspects of our Services described here, including helping businesses who use WhatsApp measure the effectiveness and distribution of their services and messages. WhatsApp uses the information it has and also works with partners, service providers, and affiliated companies to do this.
- **Communicating With Businesses.** We provide ways for you and third parties, like businesses, to communicate with each other using WhatsApp, such as through order, transaction, and appointment information, delivery and shipping notifications, product and service updates, and marketing. Messages you may receive containing marketing could include an offer for something that might interest you. We do not want you to have a spammy experience; as with all of your messages, you can manage these communications, and we will honor the choices you make.
- **Safety And Security.** We work to protect the safety and security of WhatsApp by appropriately dealing with abusive people and activity and violations of our Terms. We prohibit misuse of our Services, harmful conduct towards others, and violations

of our Terms and policies, and address situations where we may be able to help support or protect our community. We develop automated systems to improve our ability to detect and remove abusive people and activity that may harm our community and the safety and security of our Services. If we learn of people or activity like this, we will take appropriate action by removing such people or activity or contacting law enforcement. We share information with other affiliated companies when we learn of misuse or harmful conduct by someone using our Services.

- **Enabling Global Access To Our Services.** To operate our global Service, we need to store and distribute content and information in data centers and systems around the world, including outside your country of residence. This infrastructure may be owned or operated by our service providers or affiliated companies.
- **Affiliated Companies.** We are part of the [Facebook Companies](#). As part of the Facebook Companies, WhatsApp receives information from, and shares information with, the Facebook Companies as described in WhatsApp's [Privacy Policy](#). We use the information we receive from them to help operate, provide, and improve our Services. Learn more about the Facebook Companies and their terms and policies [here](#).

NO ACCESS TO EMERGENCY SERVICES: There are important differences between our Services and your mobile phone and a fixed-line telephone and SMS services. Our Services do not provide access to emergency services or emergency services providers, including the police, fire departments, or hospitals, or otherwise connect to public safety answering points. You should ensure you can contact your relevant emergency services providers through a mobile phone, a fixed-line telephone, or other service.

Chapter 7.2 About Our Services

Registration. You must register for our Services using accurate information, provide your current mobile phone number, and, if you change it, update your mobile phone number using our in-app change number feature. You agree to receive text messages and phone calls (from us or our third-party providers) with codes to register for our Services.

Address Book. You provide us, all in accordance with applicable laws, the phone numbers of WhatsApp users and your other contacts in your mobile address book on a regular basis, including for both the users of our Services and your other contacts.

Age. If you live in a country in the [European Region](#), you must be at least 16 years old to use our Services or such greater age required in your country to register for or use our Services. If you live in any other country except those in the [European Region](#), you must be at least 13 years old to use our Services or such greater age required in your country to register for or use our Services. In addition to being of the minimum required age to use our Services under applicable law, if you are not old enough to have authority to agree to our Terms in your country, your parent or guardian must agree to our Terms on your behalf.

Devices And Software. You must provide certain devices, software, and data connections to use our Services, which we otherwise do not supply. In order to use our Services, you

consent to manually or automatically download and install updates to our Services. You also consent to our sending you notifications via WhatsApp from time to time, as necessary to provide our Services to you.

Fees And Taxes. You are responsible for all carrier data plans, Internet fees, and other fees and taxes associated with your use of our Services.

Chapter 7.3 Privacy Policy And User Data

WhatsApp cares about your privacy. WhatsApp's [Privacy Policy](#) describes our information (including message) practices, including the types of information we receive and collect from you, how we use and share this information, and your rights in relation to the processing of information about you. The [Privacy Policy](#) sets out the legal bases for our processing of personal information about you, including the collection, use, processing, and sharing of such information, as well as the transfer and processing of such information to the United States and other countries globally where we have or use facilities, service providers, affiliated companies, or partners, regardless of where you use our Services.

Chapter 7.4 Acceptable Use Of Our Services

Our Terms And Policies. You must use our Services according to our Terms and policies. If you violate our Terms or policies, we may take action with respect to your account, including disabling or suspending your account and, if we do, you must not create another account without our permission.

Legal And Acceptable Use. You must access and use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services in ways that: (a) violate, misappropriate, or infringe the rights of WhatsApp, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially or ethnically offensive, or instigate or encourage conduct that would be illegal or otherwise inappropriate, including promoting violent crimes; (c) involve publishing falsehoods, misrepresentations, or misleading statements; (d) impersonate someone; (e) involve sending illegal or impermissible communications, such as bulk messaging, auto-messaging, auto-dialing, and the like; or (f) involve any non-personal use of our Services unless otherwise authorized by us.

Harm To WhatsApp Or Our Users. You must not (or assist others to) directly, indirectly, through automated or other means access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit our Services in impermissible or unauthorized manners, or in ways that burden, impair, or harm us, our Services, systems, our users, or others, including that you must not directly or through automated means: (a) reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Services; (b) send, store, or transmit viruses or other harmful computer code through or onto our Services; (c) gain or attempt to gain unauthorized access to our Services or systems; (d) interfere with or

disrupt the safety, security, or performance of our Services; (e) create accounts for our Services through unauthorized or automated means; (f) collect the information of or about our users in any impermissible or unauthorized manner; (g) sell, resell, rent, or charge for our Services in an unauthorized manner; (h) distribute or make our Services available over a network where they could be used by multiple devices at the same time, except as authorized through tools we have expressly provided via our Services; or (i) create software or APIs that function substantially the same as our Services and offer them for use by third parties in an unauthorized manner.

Keeping Your Account Secure. You are responsible for keeping your device and your WhatsApp account safe and secure, and you must notify us promptly of any unauthorized use or security breach of your account or our Services.

Chapter 7.5 Third-Party Services

Our Services may allow you to access, use, or interact with third-party websites, apps, content, other products and services, and [Facebook Company Products](#). For example, you may choose to use third-party data backup services (such as iCloud or Google Drive) that are integrated with our Services or interact with a share button on a third-party's website that enables you to send information to your WhatsApp contacts. Please note that these Terms and the [Privacy Policy](#) apply only to the use of our Services. When you use third-party services or [Facebook Company Products](#), their own terms and privacy policies will govern your use of those services.

Chapter 7.6 Licenses

Your Rights. WhatsApp does not claim ownership of the information that you submit for your WhatsApp account or through our Services. You must have the necessary rights to such information that you submit for your WhatsApp account or through our Services and the right to grant the rights and licenses in our Terms.

WhatsApp's Rights. We own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with our Services. You may not use our copyrights, trademarks, domains, logos, trade dress, patents, or other intellectual property rights unless you have our express permission and except in accordance with our [Brand Guidelines](#). You may use the [trademarks](#) of our affiliated companies only with their permission, including as authorized in any published brand guidelines.

Your License To WhatsApp. In order to operate and provide our Services, you grant WhatsApp a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, create derivative works of, display, and perform the information (including the content) that you upload, submit, store, send, or receive on or through our Services. The rights you grant in this license are for the limited purpose of operating and providing our Services (such as to allow us to display your profile picture and status message, transmit your messages, store your undelivered messages on our

servers for up to 30 days as we try to deliver them, and otherwise as described in our [Privacy Policy](#)).

WhatsApp's License To You. We grant you a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use our Services, subject to and in accordance with our Terms. This license is for the sole purpose of enabling you to use our Services in the manner permitted by our Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you.

Reporting Third-Party Copyright, Trademark, And Other Intellectual Property Infringement. To report claims of third-party copyright, trademark, or other intellectual property infringement, please visit our [Intellectual Property Policy](#). We may take action with respect to your account, including disabling or suspending your account, if you infringe the intellectual property rights of others.

Chapter 7.7 Disclaimers

WE WILL USE REASONABLE SKILL AND CARE IN PROVIDING OUR SERVICES TO YOU AND IN KEEPING IT A SAFE, SECURE, AND ERROR-FREE ENVIRONMENT, BUT WE DO NOT GUARANTEE THAT WHATSAPP WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. WE ARE PROVIDING OUR SERVICES ON AN "AS IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE. WE DO NOT WARRANT THAT ANY INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE, OR USEFUL, THAT OUR SERVICES WILL BE OPERATIONAL, ERROR FREE, SECURE, OR SAFE, OR THAT OUR SERVICES WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT CONTROL AND ARE NOT RESPONSIBLE FOR, CONTROLLING HOW OR WHEN OUR USERS USE OUR SERVICES OR THE FEATURES, SERVICES, AND INTERFACES OUR SERVICES PROVIDE. WE ARE NOT RESPONSIBLE FOR AND ARE NOT OBLIGATED TO CONTROL THE ACTIONS OR INFORMATION (INCLUDING CONTENT) OF OUR USERS OR OTHER THIRD PARTIES. YOU RELEASE US, OUR SUBSIDIARIES, AFFILIATES, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS (TOGETHER, THE "WHATSAPP PARTIES") FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, OR CONTROVERSY (TOGETHER, "CLAIM") AND DAMAGES, KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD PARTIES. YOUR RIGHTS WITH RESPECT TO WHATSAPP ARE NOT MODIFIED BY THE FOREGOING DISCLAIMER IF THE LAWS OF YOUR COUNTRY OF RESIDENCE, APPLICABLE AS A RESULT OF YOUR USE OF OUR SERVICES, DO NOT PERMIT IT. IF YOU ARE A UNITED STATES RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT

KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Chapter 7.8 Limitation Of Liability

OUR AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES SHALL BE LIMITED TO LOSSES THAT ARE A REASONABLY FORESEEABLE CONSEQUENCE OF SUCH BREACH (EXCEPT IN RELATION TO DEATH, PERSONAL INJURY, OR FRAUDULENT MISREPRESENTATION) AND WILL NOT EXCEED THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS.

YOUR RIGHTS WITH RESPECT TO WHATSAPP ARE NOT MODIFIED BY THE FOREGOING LIMITATION IF THE LAWS OF YOUR COUNTRY OF RESIDENCE, APPLICABLE AS A RESULT OF YOUR USE OF OUR SERVICES, DO NOT PERMIT IT.

Chapter 7.9 Indemnification

If anyone brings a claim ("Third Party Claim") against us related to your actions, information, or content on WhatsApp, you will, to the extent permitted by law, indemnify and hold the WhatsApp Parties harmless 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: (a) your access to or use of our Services, including information provided in connection therewith; (b) your breach of our Terms or of applicable law; or (c) any misrepresentation made by you. You will cooperate as fully as required by us in the defense or settlement of any Third Party Claim. Your rights with respect to WhatsApp are not modified by the foregoing indemnification if the laws of your country of residence, applicable as a result of your use of our Services, do not permit it.

Chapter 7.10 Dispute Resolution

If You Live In The European Region. If you are a consumer and habitually reside in a territory within the [European Region](#), the laws of your territory will apply to any Claim you have against us that arises out of or relates to these Terms or our Services, and you may resolve your Claim in any competent court in your territory that has jurisdiction over the Claim. In all other cases, you agree that the Claim must be resolved in a competent court in Ireland that has jurisdiction over the Claim and that the laws of Ireland will govern these Terms and any Claim, without regard to conflict of law provisions.

If You Live Outside The European Region, United States, Or Canada. If you are a consumer located outside the [European Region](#), United States, and Canada, the laws of the country in which you reside will apply to any Claim you have against us that arises out of or relates to these Terms or our Services, and you may resolve your Claim in any competent court in that country that has jurisdiction over the Claim. In all other cases, you agree that the Claim must be resolved exclusively in the United States District Court for the Northern District of California or a state court located in San Mateo County, that you submit to the personal jurisdiction of either of these courts for the purpose of litigating any such Claim, and that the laws of the State of California will govern these Terms and any Claim, without regard to conflict of law provisions.

If You Live In The United States Or Canada. If you are a WhatsApp user located in the United States or Canada, the "Special Arbitration Provision for United States or Canada Users" section below also applies to you. Please read that section carefully and completely. If you are not subject to the "Special Arbitration Provision for United States or Canada Users" section below, you agree that you will resolve any Claim you have with us relating to, arising out of, or in any way in connection with our Terms or our Services (each, a "Dispute," and together, "Disputes") exclusively in the United States District Court for the Northern District of California or a state court located in San Mateo County in California, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such Disputes. The laws of the State of California govern our Terms, as well as any disputes, whether in court or arbitration, which might arise between WhatsApp and you, without regard to conflict of law provisions.
See Below: Special Arbitration Provision For United States Or Canada Users

Chapter 7.11 Availability And Termination Of Our Services

Availability Of Our Services. We are always trying to improve our Services. That means we may add or remove our Services, features, functionalities, and the support of certain devices and platforms. Our Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. We may discontinue some or all of our Services, including certain features and the support for certain devices and platforms, at any time after a notice period of 30 days, where possible. Events beyond our control may affect our Services, such as events in nature and other force majeure events.

Termination. Although we hope you remain a WhatsApp user, you can terminate your relationship with WhatsApp anytime for any reason by deleting your account. For instructions on how to do so, please visit: [Deleting your account](#).

We may also modify, suspend, or terminate your access to or use of our Services anytime for suspicious or unlawful conduct, including for fraud, or if we reasonably believe you violate our Terms or create harm, risk, or possible legal exposure for us, our users, or others. The following provisions will survive any termination of your relationship with WhatsApp: "Licenses," "Disclaimers," "Limitation of Liability," "Indemnification," "Dispute Resolution," "Availability and Termination of our Services," "Other," and "Special Arbitration Provision For United States Or Canada Users." If you believe your

account's termination or suspension was in error, please contact us at support@support.whatsapp.com.

Chapter 7.12 Other

- Unless a mutually executed agreement between you and us states otherwise, our Terms make up the entire agreement between you and us regarding WhatsApp and our Services, and supersede any prior agreements.
- We reserve the right to designate in the future that certain of our Services are governed by separate terms (where, as applicable, you may separately consent).
- Our Services are not intended for distribution to or use in any country where such distribution or use would violate local law or would subject us to any regulations in another country. We reserve the right to limit our Services in any country.
- You will comply with all applicable United States and non-United States export control and trade sanctions laws ("Export Laws"). You will not, directly or indirectly, export, re-export, provide, or otherwise transfer our Services: (a) to any individual, entity, or country prohibited by Export Laws; (b) to anyone on United States or non-United States government restricted parties lists; or (c) for any purpose prohibited by Export Laws, including nuclear, chemical, or biological weapons, or missile technology applications without the required government authorizations. You will not use or download our Services if you are located in a restricted country, if you are currently listed on any United States or non-United States restricted parties list, or for any purpose prohibited by Export Laws, and you will not disguise your location through IP proxying or other methods.
- Any amendment to or waiver of our Terms requires our express consent. You have the right to terminate your relationship with WhatsApp at any time by deleting your account.
- We may amend or update these Terms. Unless otherwise required by law, we will provide you at least 30 days' notice of amendments to our Terms, which will give you the opportunity to review the revised Terms before continuing to use our Services. We will also update the "Last Modified" date at the top of our Terms. Changes to these Terms shall become effective no sooner than 30 days after we provide notice of planned changes. Please note that we may not be able to provide such notice for changes to these Terms that are required to address technical evolutions of our Services or for changes made for legal reasons, both of which will become effective immediately. Your continued use of our Services following the notice period of planned changes confirms your acceptance of our Terms, as amended. We hope you will continue using WhatsApp, but if you do not agree to our Terms, as amended, you must stop using our Services by deleting your account.
- All of our rights and obligations under our Terms are freely assignable by us to any of our affiliates or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner. In the event of such an assignment, these Terms will continue to govern your relationship with such third

party. We hope you will continue using WhatsApp, but if you do not agree to such an assignment, you must stop using our Services by deleting your account.

- You will not transfer any of your rights or obligations under our Terms to anyone else without our prior written consent.
- Nothing in our Terms will prevent us from complying with the law.
- Except as contemplated herein, our Terms do not give any third-party beneficiary rights.
- If we fail to enforce any of our Terms, it will not be considered a waiver.
- If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from our Terms and shall not affect the validity and enforceability of the remaining provisions of our Terms, and the remaining portion of our Terms will remain in full force and effect.
- We reserve all rights not expressly granted by us to you. In certain jurisdictions, you may have legal rights as a consumer, and our Terms are not intended to limit such consumer legal rights that may not be waived by contract. Also, in certain jurisdictions, you may have legal rights as a data subject, and our Terms are not intended to limit such rights that may not be waived by contract.
- We always appreciate your feedback or other suggestions about WhatsApp and our Services, but you understand that you have no obligation to provide feedback or suggestions and that we may use your feedback or suggestions without any obligation to compensate you for them.

Chapter 7.13 Special Arbitration Provision For United States Or Canada Users

- PLEASE READ THIS SECTION CAREFULLY BECAUSE IT CONTAINS ADDITIONAL PROVISIONS APPLICABLE ONLY TO OUR UNITED STATES AND CANADA USERS. IF YOU ARE A WHATSAPP USER LOCATED IN THE UNITED STATES OR CANADA, YOU AND WE AGREE TO SUBMIT ALL DISPUTES TO BINDING INDIVIDUAL ARBITRATION, EXCEPT FOR THOSE THAT INVOLVE INTELLECTUAL PROPERTY DISPUTES AND EXCEPT THOSE THAT CAN BE BROUGHT IN SMALL CLAIMS COURT. THIS MEANS YOU WAIVE YOUR RIGHT TO HAVE SUCH DISPUTES RESOLVED IN COURT BY A JUDGE OR JURY. THIS SECTION ALSO LIMITS THE TIME YOU HAVE TO BRING A CLAIM, INCLUDING THE TIME TO START AN ARBITRATION OR, IF PERMISSIBLE, A COURT ACTION. FINALLY, YOU MAY BRING A CLAIM ONLY ON YOUR OWN BEHALF, AND NOT ON BEHALF OF ANY OFFICIAL OR OTHER PERSON, OR CLASS OF PEOPLE. YOU WAIVE YOUR RIGHT TO PARTICIPATE IN, OR HAVE YOUR DISPUTE HEARD AND RESOLVED AS, A CLASS ACTION, A CLASS ARBITRATION, OR A REPRESENTATIVE ACTION.
- "Excluded Dispute" means any Dispute relating to the enforcement or infringement of your or our intellectual property rights (such as copyrights,

trademarks, domains, logos, trade dress, trade secrets, and patents). For clarity and notwithstanding the foregoing, those Disputes relating to, arising out of, or in any way in connection with your rights of privacy and publicity are not Excluded Disputes.

- **Federal Arbitration Act.** The United States Federal Arbitration Act governs the interpretation and enforcement of this "Special Arbitration Provision for United States or Canada Users" section, including any question whether a Dispute between WhatsApp and you is subject to arbitration.
- **Agreement To Arbitrate For WhatsApp Users Located In The United States Or Canada.** For WhatsApp users who live in the United States or Canada, WhatsApp and you each agree to waive the right to a trial by judge or jury for all Disputes, except for the Excluded Disputes. WhatsApp and you agree that all Disputes (except for the Excluded Disputes), including those relating to, arising out of, or in any way in connection with your rights of privacy and publicity, will be resolved through final and binding arbitration. WhatsApp and you agree not to combine a Dispute that is subject to arbitration under our Terms with a Dispute that is not eligible for arbitration under our Terms.
- The arbitration will be administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules in effect at the time the arbitration is started, including the Optional Rules for Emergency Measures of Protection and the Supplementary Procedures for Consumer-Related Disputes (together, the "AAA Rules"). The arbitration will be presided over by a single arbitrator selected in accordance with the AAA Rules. The AAA Rules, information regarding initiating a Dispute, and a description of the arbitration process are available at www.adr.org. The arbitrator will decide whether a Dispute can be arbitrated. The location of the arbitration and the allocation of fees and costs for such arbitration shall be determined in accordance with the AAA Rules.
- **Opt-Out Procedure.** You may opt out of this agreement to arbitrate. If you do so, neither we nor you can require the other to participate in an arbitration proceeding. To opt out, you must notify us in writing postmarked within 30 days of the later of: (i) the date that you first accepted our Terms; and (ii) the date you became subject to this arbitration provision. You must use this address to opt out:
 - WhatsApp LLC
Arbitration Opt-Out
1601 Willow Road
Menlo Park, California 94025
United States of America
- You must include: (i) your name and residence address; (ii) the mobile phone number associated with your account; and (iii) a clear statement that you want to opt out of our Terms' agreement to arbitrate.

- **Small Claims Court.** As an alternative to arbitration, if permitted by your local "small claims" court's rules, you may bring your Dispute in your local "small claims" court, as long as the matter advances on an individual (non-class) basis.
- **Time Limit To Bring Claim.** We and you agree that for any Dispute (except for the Excluded Disputes) we and you must bring claims (including commencing an arbitration proceeding) within one year after the Dispute first arose; otherwise, such Dispute is permanently barred. This means that if we or you do not bring a claim (including commencing an arbitration) within one year after the Dispute first arose, then the claim will be dismissed because it was started too late.
- **No Class Actions, Class Arbitrations, Or Representative Actions For Users Located In The United States Or Canada.** We and you each agree that if you are a WhatsApp user located in the United States or Canada, each of us and you may bring Disputes against the other only on its or your own behalf, and not on behalf of any other person or entity, or any class of people. We and you each agree not to participate in a class action, a class-wide arbitration, Disputes brought in a private attorney general or representative capacity, or consolidated Disputes involving any other person or entity in connection with any Dispute.
- **Severability.** If the prohibition against class actions and other Disputes brought on behalf of third parties is found to be unenforceable for a Dispute, then all of the provisions above under the caption "Special Arbitration Provision for United States or Canada Users" will be null and void as to that Dispute.
- **Place To File Permitted Court Actions.** If you opt out of the agreement to arbitrate, if your Dispute is an Excluded Dispute, or if the arbitration agreement is found to be unenforceable, you agree to be subject to the applicable provision in the "Dispute Resolution" section set forth above.

Chapter 7.14 Accessing WhatsApp's Terms in Different Languages

- To access our Terms in certain other languages, change the language setting for your WhatsApp session. If our Terms are not available in the language you select, we will default to the English version.
- Please review the following documents, which provide additional information about your use of our Services:
 - [WhatsApp Privacy Policy](#)
 - [WhatsApp Intellectual Property Policy](#)
 - [WhatsApp Brand Guidelines](#)
-

PART 8 EUROPE WHATSAPP PRIVACY

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Last modified: April 24, 2018 ([archived versions](#))

PART 9 WHATSAPP PRIVACY POLICY

If you don't live in the [European Region](#), WhatsApp LLC provides WhatsApp to you under this [Terms of Service](#) and [Privacy Policy](#).

Respect for your privacy is coded into our DNA. Since we started WhatsApp, we've aspired to build our [Services](#) with a set of strong privacy principles in mind.

If you live in a country in the European Economic Area (which includes the European Union), and any other included country or territory (collectively referred to as the [European Region](#)), your Services are provided by WhatsApp Ireland Limited ("WhatsApp Ireland"), which is also the data controller responsible for your information when you use our Services.

If you live in any other country, except those in the European Region, your Services are provided by WhatsApp LLC, which is also your data controller responsible for your information when you use our Services.

We are part of the [Facebook Companies](#). Our Privacy Policy ("Privacy Policy") helps explain our information (including message) practices, including the information we process to support our Services. For example, we talk about what information we collect and how this affects you. We also explain the steps we take to protect your privacy - like building WhatsApp so delivered messages aren't stored and giving you control over who you communicate with on our Services.

This Privacy Policy applies to all of our Services unless specified otherwise.

Please also read [WhatsApp's Terms of Service](#) ("Terms"), which describes the terms under which you use our Services.

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Key Updates

Our Updated Terms and Privacy Policy. Our updated [Terms of Service](#) explains our agreement with you to use our Services. Our updated [Privacy Policy](#) explains what information we collect, how we use and share it, and the choices you have, including how to manage your privacy settings, access the information we have about you, and delete your account. We build WhatsApp with strong privacy and security principles, like [end-to-end encryption](#) of your messages and calls, which means we and third parties can't read or listen to them. Here are some important points:

WhatsApp Ireland. WhatsApp Ireland Limited provides our Services and is responsible for your information when you use WhatsApp.

Age Requirement. To use WhatsApp, you must be [at least 16 years old](#).

How WhatsApp Works With The Other Facebook Companies. WhatsApp is one of the [Facebook Companies](#). WhatsApp works and shares information with the other Facebook Companies to receive services like infrastructure, technology, and systems that help us provide and improve WhatsApp and to keep WhatsApp and the Facebook Companies safe and secure. When we receive services from the Facebook Companies, the information we share with them is used to help WhatsApp in accordance with our instructions. Working together allows us to:

- Provide you fast and reliable messaging and calls around the world and understand how our services and features are performing.
- Ensure safety and security across WhatsApp and the Facebook Company Products by removing spam accounts and combatting abusive activity.
- Connect your WhatsApp experience with Facebook Company Products. For example, you could share a link to a post from Facebook to a WhatsApp chat.

- Enable you to communicate with businesses on WhatsApp. For example, if you visit a business's Facebook page, you might see a button that lets you easily open a WhatsApp chat with them.

Nothing you share on WhatsApp, including your messages, photos, and account information, will be shared onto Facebook or any of our other family of apps for others to see, and nothing you post on those apps will be shared on WhatsApp for others to see, unless you choose to do so.

Today, Facebook does not use your WhatsApp account information to improve your Facebook product experiences or provide you more relevant Facebook ad experiences on Facebook. [Learn more](#) about how WhatsApp works with the Facebook Companies. We're always working on new ways to improve how you experience WhatsApp and the other Facebook Company Products you use. We'll keep you updated on new experiences we offer and our information practices.

New Ways To Use WhatsApp. We offer new features like improvements to group chats and video calling. We're continuing to build ways for you to communicate with businesses, and you'll be able to manage these communications.

Infrastructure And Systems. Our Privacy Policy also explains how we use infrastructure, systems, and service providers around the world, and that we transfer information outside of the European Economic Area. [Learn More](#)
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Chapter 9.1 Information We Collect

WhatsApp must receive or collect some information to operate, provide, improve, understand, customize, support, and market our Services, including when you install, access, or use our Services. The types of information we receive and collect depend on how you use our Services.

Information You Provide

- **Your Account Information.** You provide your mobile phone number and basic information (including a profile name) to create a WhatsApp account. You provide us, all in accordance with applicable laws, the phone numbers in your mobile address book on a regular basis, including those of both the users of our Services and your other contacts. You may provide us an email address. You may also add other information to your account, such as a profile picture and about information.
- **Your Messages.** We do not retain your messages in the ordinary course of providing our Services to you. Once your messages (including your chats, photos, videos, voice messages, files, and share location information) are delivered, they are deleted from our servers. Your messages are stored on your own device. If a message cannot be delivered immediately (for example, if you are offline), we may keep it on our

servers for up to 30 days as we try to deliver it. If a message is still undelivered after 30 days, we delete it. To improve performance and deliver media messages more efficiently, such as when many people are sharing a popular photo or video, we may retain that content on our servers for a longer period of time. We also offer end-to-end encryption for our Services, which is on by default, when you and the people with whom you message use a version of our app released after April 2, 2016. End-to-end encryption means that your messages are encrypted to protect against us and third parties from reading them. Learn more about [End-to-End Encryption](#) and [Businesses on WhatsApp](#).

- **Your Connections.** To help you organize how you communicate with others, we may help you identify your contacts who also use WhatsApp, and you can create, join, or get added to groups and broadcast lists, and such groups and lists get associated with your account information. You give your groups a name. You may choose to provide a group profile picture or description.
- **Your Use Of Our Payments Services.** If you use our payment services available in your country, we process purchase and transaction information as described in the applicable [Payments Privacy Policy](#).
- **Customer Support.** You may provide us with information related to your use of our Services, including copies of your messages, and how to contact you so we can provide you customer support. For example, you may send us an email with information relating to our app performance or other issues.

Automatically Collected Information

- **Usage And Log Information.** We collect information about your activity on our Services, like service-related, diagnostic, and performance information. This includes information about your activity (including how you use our Services, your Services settings, how you interact with others using our Services, and the time, frequency, and duration of your activities and interactions), log files, and diagnostic, crash, website, and performance logs and reports. This also includes information about when you registered to use our Services, the features you use like our messaging, calling, Status, or groups features, profile photo, about information, whether you are online, when you last used our Services (your "last seen"), and when you last updated your about information.
- **Device And Connection Information.** We collect device and connection-specific information when you install, access, or use our Services. This includes information like hardware model, operating system information, battery level, signal strength, app version, browser information, and mobile network, connection information including phone number, mobile operator or ISP, language and time zone, and IP, device operations information, and identifiers like device identifiers (including identifiers unique to [Facebook Company Products](#) associated with the same device or account).
- **Location Information.** We collect device location information if you use our location features, like when you choose to share your location with your contacts, view locations nearby or those others have shared with you, and the like, and for diagnostics and troubleshooting purposes such as if you are having trouble with our

app's location features. We use various technologies to determine location, including IP, GPS, Bluetooth signals, and information about nearby Wi-Fi access points, beacons, and cell towers.

- **Cookies.** We use cookies to operate and provide our Services, including to provide our Services that are web-based, improve your experiences, understand how our Services are being used, and customize our Services. For example, we use cookies to provide WhatsApp for web and desktop and other web-based services. We may also use cookies to understand which of our FAQs are most popular and to show you relevant content related to our Services. Additionally, we may use cookies to remember your choices, like your language preferences, to provide a safer experience, and otherwise to customize our Services for you. [Learn more](#) about how we use cookies to provide you our Services.

Third-Party Information

- **Information Others Provide About You.** We receive information about you from other users and businesses. For example, when other users or businesses you know use our Services, they may provide your phone number, name, and other information (like information from their mobile address book or in the case of businesses, additional information about you such as unique identifiers), just as you may provide theirs, or they may send you a message, send messages to groups to which you belong, or call you. We require each of these users and businesses to have lawful rights to collect, use, and share your information before providing any information to us.
- **Businesses On WhatsApp.** Businesses you interact with using WhatsApp provide us information about their interactions with you. A business on WhatsApp may also use another company to assist it in storing, reading, and responding to your messages on behalf of and in support of that business. Please note that when businesses use third-party services, their own terms and privacy policies will govern your use of those services and their use of your information on those services.
- **Third-Party Service Providers.** We work with third-party service providers and the [Facebook Companies](#) to help us operate, provide, improve, understand, customize, support, and market our Services. For example, we work with companies to distribute our apps, provide our infrastructure, delivery, and other systems, supply location, map, and places information, process payments, help us understand how people use our Services, market our Services, help you connect with businesses using our Services, conduct surveys and research for us, and help with customer service. These companies may provide us information about you in certain circumstances; for example, app stores may provide us reports to help us diagnose and fix service issues.
- **Third-Party Services.** We allow you to use our Services in connection with third-party services and Facebook Company Products. If you use our Services with such third-party services or Facebook Company Products, we may receive information about you from them; for example, if you use the WhatsApp share button on a news service to share a news article with your WhatsApp contacts, groups, or broadcast lists on our Services, or if you choose to access our Services through a mobile carrier's or device provider's promotion of our Services. Please note that when you use third-

party services or Facebook Company Products, their own terms and privacy policies will govern those services.

Chapter 9.2 How We Use Information

We use the information we have (subject to choices you make) to operate, provide, improve, understand, customize, support, and market our Services. Here's how:

- **Our Services.** We use the information we have to operate and provide our Services, including providing customer support, and improving, fixing, and customizing our Services. We understand how people use our Services and analyze and use the information we have to evaluate and improve our Services, research, develop, and test new services and features, and conduct troubleshooting activities. We also use your information to respond to you when you contact us.
- **Safety And Security.** We verify accounts and activity, and promote safety and security on and off our Services, such as by investigating suspicious activity or violations of our Terms, and to ensure our Services are being used legally.
- **Communications About Our Services And The Facebook Companies.** We use the information we have to communicate with you about our Services and features and let you know about our terms and policies and other important updates. We may provide you marketing for our Services and those of the [Facebook Companies](#). Please see [How You Exercise Your Rights](#) for more information.
- **No Third-Party Banner Ads.** We still do not allow third-party banner ads on WhatsApp. We have no intention to introduce them, but if we ever do, we will update this policy.
- **Commercial Messaging.** We will allow you and third parties, like businesses, to communicate with each other using WhatsApp, such as through order, transaction, and appointment information, delivery and shipping notifications, product and service updates, and marketing. For example, you may receive flight status information for upcoming travel, a receipt for something you purchased, or a notification when a delivery will be made. Messages you may receive containing marketing could include an offer for something that might interest you. We do not want you to have a spammy experience; as with all of your messages, you can manage these communications, and we will honor the choices you make.
- **Measurement, Analytics, And Other Business Services.** We help businesses who use WhatsApp measure the effectiveness and distribution of their services and messages, and understand how people interact with them on our Services.

Chapter 9.3 Information You And We Share

You share your information as you use and communicate through our Services, and we share your information to help us operate, provide, improve, understand, customize, support, and market our Services.

- **Send Your Information To Those You Choose To Communicate With.** You share your information (including messages) as you use and communicate through our Services.
- **Account Information.** Your phone number, profile information, about information, last seen information, and receipts may be available to anyone who uses our Services, although you can configure your Services settings to manage certain information available to other users and businesses with whom you communicate.
- **Your Contacts And Others.** Users and businesses with whom you communicate may store or reshare your information (including your phone number or messages) with others on and off our Services. You can use your Services settings and the block feature in our Services to manage the users of our Services with whom you communicate and certain information you share.
- **Businesses On WhatsApp.** We help businesses who use WhatsApp measure the effectiveness and distribution of their services and messages, and understand how people interact with them on our Services.
- **Third-Party Service Providers.** We work with third-party service providers and the [Facebook Companies](#) to help us operate, provide, improve, understand, customize, support, and market our Services. When we share information with third-party service providers and the [Facebook Companies](#) in this capacity, we require them to use your information on our behalf in accordance with our instructions and terms.
- **Third-Party Services.** When you use third-party services or Facebook Company Products that are integrated with our Services, they may receive information about what you share with them. For example, if you use a data backup service integrated with our Services (like iCloud or Google Drive), they will receive information you share with them. If you interact with a third-party service linked through our Services, you may be providing information directly to such third party. Please note that when you use third-party services or Facebook Company Products, their own terms and privacy policies will govern your use of those services.

Chapter 9.4 How We Work With Other Facebook Companies

We are part of the [Facebook Companies](#). As part of the Facebook Companies, WhatsApp receives information from, and shares information with, the Facebook Companies. We may use the information we receive from them, and they may use the information we share with them, to help operate, provide, improve, understand, customize, support, and market our Services and their offerings. This includes helping improve infrastructure and delivery systems, understanding how our Services or theirs are used, helping us provide a way for you to connect with businesses, and securing systems. We also share information to fight spam, threats, abuse, or infringement activities and promote safety and security across the Facebook Company Products. However, your WhatsApp messages will not be shared onto Facebook for others to see. In fact, Facebook will not use your WhatsApp messages for any purpose other than to assist us in operating and providing our Services. [Learn More](#) about how WhatsApp works with the Facebook Companies.

Chapter 9.5 Assignment, Change Of Control, And Transfer

All of our rights and obligations under our Privacy Policy are freely assignable by us to any of our affiliates, in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner.

Chapter 9.6 How The General Data Protection Regulation Applies To Our European Region Users

Our Legal Bases For Processing Information

We [collect](#), [use](#), and [share](#) the information we have as described above:

- as necessary to fulfill our [Terms](#);
- consistent with your consent, which you can revoke at any time;
- as necessary to comply with our legal obligations;
- occasionally to protect your vital interests, or those of others;
- as necessary in the public interest; and
- as necessary for our (or others') legitimate interests, including our interests in providing an innovative, relevant, safe, and profitable service to our users and partners, unless those interests are overridden by your interests or fundamental rights and freedoms that require protection of personal data. [Learn More](#)

How You Exercise Your Rights

Under the General Data Protection Regulation or other applicable local laws, you have the right to access, rectify, port, and erase your information, as well as the right to restrict and object to certain processing of your information. This includes the right to object to our processing of your information for direct marketing and the right to object to our processing of your information where we are performing a task in the public interest or pursuing our legitimate interests or those of a third party. You can access or port your information using our in-app Request Account Info feature (available under Settings > Account). You can access tools to rectify, update, and erase your information directly in-app as described in the Managing and Deleting Your Information section. If we process your information based on our legitimate interests or those of a third party, or in the public interest, you can object to this processing, and we will cease processing your information, unless the processing is based on compelling legitimate grounds or is needed for legal reasons. You can also object to our processing of your information and learn more about your options for restricting the way we use your information by going [here](#). Where we use your information for direct marketing for our own Services, you can always object and opt out of future marketing messages using the unsubscribe link in such communications, or by using our in-app "Block" feature.

Chapter 9.7 How We Process Your Information

Under European law, companies must have a legal basis to process data. You have particular rights available to you depending on which legal basis we use, and we've explained these below. You should know that no matter what legal basis applies, you always have the right to request access to, rectification of, and erasure of your data under the General Data Protection Regulation (the "GDPR"). To exercise your rights, see our Privacy Policy under [How You Exercise Your Rights](#).

For all people who have legal capacity to enter into an enforceable contract, we process data as necessary to perform our contracts with you (the [Terms of Service](#), the "Terms"). We describe the contractual services for which this data processing is necessary in [Our Services](#) section of the Terms and in the additional informational resources accessible from our Terms. The core data uses necessary to provide our contractual services are:

- To provide, improve, customize, and support our Services as described in "Our Services";
- To promote safety and security;
- To transfer, transmit, store, or process your data outside the EEA, including to within the United States and other countries; and
- To communicate with you, for example, on Service-related issues.

These uses are explained in more detail in our Privacy Policy, under [How We Use Information](#) and [Our Global Operations](#). We'll use the data we have to provide these services; if you choose not to provide certain data, the quality of your experience using WhatsApp may be impacted.

When we process data you provide to us as necessary to perform our contracts with you, you have the right to port it under the GDPR. To exercise your rights, visit [How You Exercise Your Rights](#) section of the Privacy Policy.

The other legal bases we rely on in certain instances when processing your data are:

Your Consent:

- For collecting and using information you allow us to receive through the device-based settings when you enable them (such as access to your GPS location, camera, or photos), so we can provide the features and services described when you enable the settings.

When we process data you provide to us based on your consent, you have the right to withdraw your consent at any time and to port that data you provide to us, under the GDPR. To exercise your rights, visit your device-based settings, your in-app-based settings like your in-app location control, and the [How You Exercise Your Rights](#) section of the Privacy Policy.

Our legitimate interests or the legitimate interests of a third party, where not outweighed by your interests or fundamental rights and freedoms ("legitimate interests"):

For people under the age of majority (under 18, in most EU countries) who have a limited ability to enter into an enforceable contract only, we may be unable to process personal data on the grounds of contractual necessity. Nevertheless, when such a person uses our Services, it is in our legitimate interests:

- To provide, improve, customize, and support our Services as described in [Our Services](#);
- To promote safety and security; and
- To communicate with you, for example, on Service-related issues.

The legitimate interests we rely on for this processing are:

- To create, provide, support, and maintain innovative Services and features that enable people under the age of majority to express themselves, communicate, discover, and engage with information and businesses relevant to their interests, build community, and utilize tools and features that promote their well-being;
- To secure our platform and network, verify accounts and activity, combat harmful conduct, detect and prevent spam and other bad experiences, and keep our Services and all of the [Facebook Company Products](#) free of harmful or inappropriate content, and investigate suspicious activity or violations of our terms or policies and to protect the safety of people under the age of majority, including to prevent exploitation or other harms to which such individuals may be particularly vulnerable.

For all people, including those under the age of majority:

- For providing measurement, analytics, and other business services where we are processing data as a controller. The legitimate interests we rely on for this processing are:
 - To provide accurate and reliable reporting to businesses and other partners, to ensure accurate pricing and statistics on performance, and to demonstrate the value our partners realise using our Services; and
 - In the interests of businesses and other partners to help them understand their customers and improve their businesses, validate our pricing models, and evaluate the effectiveness and distribution of their services and messages, and understand how people interact with them on our Services.
- For providing marketing communications to you. The legitimate interests we rely on for this processing are:
 - To promote [Facebook Company Products](#) and issue direct marketing.

- To share information with others including law enforcement and to respond to legal requests. See our Privacy Policy under [Law and Protection](#) for more information. The legitimate interests we rely on for this processing are:
 - To prevent and address fraud, unauthorised use of the [Facebook Company Products](#), violations of our terms and policies, or other harmful or illegal activity; to protect ourselves (including our rights, property or Products), our users or others, including as part of investigations or regulatory inquiries; or to prevent death or imminent bodily harm.
- To share information with the Facebook Companies to promote safety and security. See our Privacy Policy under "[How We Work with Other Facebook Companies](#)" for more information. The legitimate interests we rely on for this processing are:
 - To secure systems and fight spam, threats, abuse, or infringement activities and promote safety and security across the [Facebook Company Products](#).

You have the right to object to, and seek restriction of, such processing; to exercise your rights, visit [How You Exercise Your Rights](#) section of the Privacy Policy.

We will consider several factors when assessing an objection including: our users' reasonable expectations; the benefits and risks to you, us, other users, or third parties; and other available means to achieve the same purpose that may be less invasive and do not require disproportional effort. Your objection will be upheld, and we will cease processing your information, unless the processing is based on compelling legitimate grounds or is needed for legal reasons.

If you are under the age of majority in your country and have a limited ability to enter an enforceable contract, we will take particular account of the fact that you are below the age of majority and adjust our assessment of our legitimate interests and the balancing of your interests and rights accordingly.

Compliance with a legal obligation:

- For processing data when the law requires it, including, for example, if there is a valid legal request for certain data. See our Privacy Policy under [Law and Protection](#) for more information.

Protection of your vital interests or those of another person:

- The vital interests we rely on for this processing include protection of your life or physical integrity or that of others, and we rely on it to combat harmful conduct and promote safety and security, for example, when we are investigating reports of harmful conduct or when someone needs help.

Tasks carried out in the public interest:

- For undertaking research and to promote safety and security, as described in more detail in our Privacy Policy under [How We Use Information](#), where this is necessary in the public interest as laid down by European Union law or Member State law to which we are subject.

When we process your data as necessary for a task carried out in the public interest, you have the right to object to, and seek restriction of, our processing. To exercise your rights, go to [How You Exercise Your Rights](#) section of the Privacy Policy. In evaluating an objection, we'll evaluate several factors, including: reasonable user expectations; the benefits and risks to you and third parties; and other available means to achieve the same purpose that may be less invasive and do not require disproportional effort.

Your objection will be upheld, and we will cease processing your information, unless the processing is based on compelling legitimate grounds or is needed for legal reasons.

Chapter 9.8 Managing And Deleting Your Information

We store information until it is no longer necessary to provide our services, or until your account is deleted, whichever comes first. This is a case-by-case determination that depends on things like the nature of the information, why it is collected and processed, and relevant legal or operational retention needs.

If you would like to manage, change, limit, or delete your information, we allow you to do that through the following tools:

- **Services Settings.** You can change your Services settings to manage certain information available to other users. You can manage your contacts, groups, and broadcast lists, or use our block feature to manage the users with whom you communicate.
- **Changing Your Mobile Phone Number, Profile Name And Picture, And About Information.** You must change your mobile phone number using our in-app change number feature and transfer your account to your new mobile phone number. You can also change your profile name, profile picture, and about information at any time.
- **Deleting Your WhatsApp Account.** You may delete your WhatsApp account at any time (including if you want to revoke your consent to our use of your information) using our in-app delete my account feature. When you delete your WhatsApp account, your undelivered messages are deleted from our servers as well as any of your other information we no longer need to operate and provide our Services. Be mindful that if you only delete our Services from your device without using our in-app delete my account feature, your information may be stored with us for a longer

period. Please remember that when you delete your account, it does not affect the information other users have relating to you, such as their copy of the messages you sent them.

Chapter 9.9 Law And Protection

We collect, use, preserve, and share your information if we have a good-faith belief that it is reasonably necessary to: (a) respond pursuant to applicable law or regulations, to legal process, or to government requests; (b) enforce our Terms and any other applicable terms and policies, including for investigations of potential violations; (c) detect, investigate, prevent, and address fraud and other illegal activity, security, or technical issues; or (d) protect the rights, property, and safety of our users, WhatsApp, the Facebook Companies, or others, including to prevent death or imminent bodily harm.

Chapter 9.10 Our Global Operations

WhatsApp Ireland shares information globally, both internally within the Facebook Companies, and externally with our partners and with those you communicate around the world in accordance with this Privacy Policy. Information controlled by WhatsApp Ireland will be transferred or transmitted to, or stored and processed, in the United States or other countries outside of where you live for the purposes as described in this Privacy Policy. These data transfers are necessary to provide the Services set forth in our [Terms](#) and globally to operate and provide our Services to you. We utilize [standard contract clauses](#) approved by the European Commission, and may rely on the European Commission's [adequacy decisions](#) about certain countries, as applicable, for data transfers from the European Economic Area to the United States and other countries.

WhatsApp LLC shares information globally, both internally within the Facebook Companies, and externally with businesses, service providers, and partners and with those you communicate with around the world. Your information may, for example, be transferred or transmitted to, or stored and processed in the United States or other countries outside of where you live for the purposes as described in this Privacy Policy.

Chapter 9.11 Updates To Our Policy

We will notify you before we make changes to this Privacy Policy and give you the opportunity to review the revised Privacy Policy before you choose to continue using our Services.

Chapter 9.12 Contact Information

If You Are In The European Region

The Data Protection Officer for WhatsApp Ireland can be contacted [here](#).

If you have questions about our Privacy Policy, please [contact us](#) or write us here:

WhatsApp Ireland Limited
Attn: Privacy Policy
4 Grand Canal Square
Grand Canal Harbour
Dublin 2
Ireland

You have the right to lodge a complaint with WhatsApp Ireland's lead supervisory authority, The Irish Data Protection Commissioner, or your local supervisory authority.

If You Are Outside The European Region

If you have questions about our Privacy Policy, please [contact us](#) or write us here:

WhatsApp LLC
Privacy Policy
1601 Willow Road
Menlo Park, California 94025
United States of America