

# WhatsApp Legal Info

English ▾

## 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.

## LEGAL

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## WhatsApp Terms Of Service

WhatsApp Inc. (“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.**

## 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.

## 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.

## 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.

## 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.

## 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](http://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.

## 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.

## 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.

## 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.

## 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.

## 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 will resolve any Claim you have with us 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.

**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.

## 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.”

## 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).

## 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](http://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 Inc.  
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.

### **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](#)

## WhatsApp Privacy Policy

Last Modified: August 25, 2016 ([Archived Versions](#))

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 Inc. 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## Contact Us

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

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

# Intellectual Property Policy: Your Copyrights And Trademarks

WhatsApp Inc. ("WhatsApp," "our," "we," or "us") is committed to helping people and organizations protect their intellectual property rights. Our users agree to our Terms of Service ("Terms") by installing, accessing, or using our apps, services, features, software, or website (together, "Services"). Our Terms do not allow our users to violate someone else's intellectual property rights when using our Services, including their copyrights and trademarks.

As explained in more detail in our Privacy Policy, we do not retain our users' messages in the ordinary course of providing our Services. We do, however, host our users' account information, including our users' profile picture, profile name, or status message, if they decide to include them as part of their account information.

## Copyright

To report copyright infringement and request that WhatsApp remove any infringing content it is hosting (such as a WhatsApp user's profile picture, profile name, or status message), please email a completed copyright infringement claim to [ip@whatsapp.com](mailto:ip@whatsapp.com) (including all of the information listed below). You can also mail a complete copyright infringement claim to WhatsApp's copyright agent:

WhatsApp Inc.  
Attn: WhatsApp Copyright Agent  
1601 Willow Road  
Menlo Park, California 94025  
United States of America  
[ip@whatsapp.com](mailto:ip@whatsapp.com)

Before you report a claim of copyright infringement, you may want to send a message to the relevant WhatsApp user you believe may be infringing your copyright. You may be able to resolve the issue without contacting WhatsApp.

## Trademark

To report trademark infringement and request that WhatsApp remove any infringing content it is hosting, please email a complete trademark infringement claim to [ip@whatsapp.com](mailto:ip@whatsapp.com) (including all of the information listed below).

Before you report a claim of trademark infringement, you may want to send a message to the relevant WhatsApp user you believe may be infringing your trademark. You may be able to resolve the issue without contacting WhatsApp.

## What To Include In Your Copyright Or Trademark Infringement Claim To WhatsApp

Please include all of the following information when reporting a copyright or trademark infringement claim to WhatsApp:

- Your complete contact information (full name, mailing address, and phone number). Note that we regularly provide your contact information, including your name and email address (if provided), the name of your organization or client who owns the rights in question, and the content of your report to the person whose content you are reporting. You may wish to provide a professional or business email address where you can be reached.
- A description of the copyrighted work or trademark that you claim has been infringed.
- A description of the content hosted on our Services that you claim infringes your copyright or trademark.
- Information reasonably sufficient to permit us to locate the material on our Services. The easiest way to do this is by providing us the phone number of the individual who has submitted the infringing content on our Services.
- A declaration that:
  - You have a good faith belief that use of the copyrighted or trademarked content described above, in the manner you have complained of, is not authorized by the copyright or trademark owner, its agent, or the law;
  - The information in your claim is accurate; and
  - You declare, under penalty of perjury, that you are the owner or authorized to act on behalf of the owner of an exclusive copyright or trademark that is allegedly infringed.

- Your electronic signature or physical signature.

# Cookies

## About Cookies

A cookie is a small text file that a website you visit asks your browser to store on your computer or mobile device.

## How We Use Cookies

We use cookies to understand, secure, operate, and provide our Services. For example, we use cookies:

- to provide WhatsApp for web and desktop and other Services that are web-based, improve your experiences, understand how our Services are being used, and customize our Services;
- to understand which of our FAQs are most popular and to show you relevant content related to our Services;
- to remember your choices, such as your language preferences, and otherwise to customize our Services for you; and
- to rank the FAQs on our website based on popularity, understand mobile versus desktop users of our web-based Services, or understand popularity and effectiveness of certain of our web pages.

## How To Control Cookies

You can follow the instructions provided by your browser or device (usually located under "Settings" or "Preferences") to modify your cookie settings. Please note that if you set your browser or device to disable cookies, certain of our Services may not function properly.

### About WhatsApp

WhatsApp Messenger is a cross-platform mobile messaging app which allows you to exchange messages without having to pay for SMS. WhatsApp Messenger is available for iPhone, BlackBerry, Windows Phone, Android and Nokia.

### WhatsApp

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