



# WhatsApp Business Solution Terms

Last Modified: September 20, 2023

This document (the “**WhatsApp Schedule**”) is meant to be used in conjunction with an agreement between 8x8, Inc. or one of its subsidiaries (“**8x8**” or “**we**”) and a counterparty (referred to in this document as “**Company**” or “**you**”). WhatsApp provides certain apps, software, features, services, and APIs designed and developed for businesses (the “**WhatsApp Business Services**”). By purchasing or using any 8x8 product or service making use of WhatsApp Business Services (referred to as a “**WhatsApp Business Solution**”), you are agreeing to be bound by and to comply with this WhatsApp Schedule. All downloads or uses of WhatsApp Business Services are governed by this WhatsApp Schedule. If you are a reseller and resell any WhatsApp Business Solution, you will cause the End Customer (as defined in your agreement with 8x8) to agree to and comply with this WhatsApp Schedule and your End Customer will be included in the defined terms ‘Company’ and ‘you’ for that purpose.

**NO ACCESS TO EMERGENCY SERVICES. Please note important differences between WhatsApp Business Services and mobile phone, fixed-line telephone, or SMS services. WhatsApp Business 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. Company should ensure that it and its users can contact their relevant emergency services providers through a mobile phone, fixed-line telephone, or other service.**

You agree to and will comply with the WhatsApp terms and conditions for WhatsApp Business Services published by WhatsApp from time to time at <https://www.whatsapp.com/legal/>, including the WhatsApp Business Terms of Service, the WhatsApp Business Solution Terms, and the Meta Terms for WhatsApp Business currently located at the provided links.

You agree that you are required to: (i) set up and validate your own Facebook/WhatsApp business account prior to integration with 8x8 products or services; (ii) contract directly with Facebook/WhatsApp for management of a Facebook/WhatsApp business account; and (iii) pay all incurred charges pertaining to your usage. Applicable WhatsApp charges and additional usage rates will be added to your 8x8 invoice.

Costs associated with use of any chat application functionality are user-initiated. The WhatsApp Business Solution works on a conversation-based pricing model, where messaging is tied to a WhatsApp session. Details and rates (which are subject to change) are available via the WhatsApp website, currently at: <https://developers.facebook.com/docs/whatsapp/pricing>. In addition to the rates WhatsApp charges, additional rates are added for usage of the WhatsApp Business Solutions. Rate information for any additional rates above that which WhatsApp charges will be made available to you in writing via email, by website posting, or otherwise.