

## Appendix 1d

Last updated March 23<sup>rd</sup> 2026

**Product name:** MyLINK WhatsApp API

### Product description:

MyLINK WhatsApp API is a product allowing Customer to communicate with End Users through the WhatsApp Business Solution, provided by WhatsApp Ireland Limited (“WhatsApp”) and distributed by Meta Platforms Ireland Limited (“Meta”).

Main Functionalities:

- **Two-Way Communication:** Enables Customer to send and receive WhatsApp Messages to and from their End users, facilitating interactive conversations and personalized communication.
- **Rich Media Support:** Supports the sending of multimedia Messages such as images, videos, and documents, location sharing enhancing the End user experience and engagement.
- **Interactive Messaging**  
Quick reply buttons, carousels, and actionable links.
- **Read Receipts & Typing Indicators**  
Know when Messages are read and when someone is typing.
- **Verified Sender Identification**  
Display Customer’s brand’s name, logo, and other identifiers within the Message thread.

Integrations with other LINK products are available, depending on the LINK products chosen by Customer.

**Means of access:** API  , Web Access  , Portal

### Product-specific terms

**The following terms shall govern the use of the Product described in this Appendix. In case of conflict with the GTC, the terms herein shall have precedence.**

Customer has chosen to use the WhatsApp Business solution as a Channel for Transmission of Messages. The terms herein are an integral part of Service agreement between Customer and LINK and include the specific terms for Customer’s use of WhatsApp as communication Channel.

#### Verified WABA

Customer accepts and understands that in order to use MyLINK WhatsApp API the Customer must have a verified WhatsApp Business Manager account (WABA) and phone number. LINK Mobility will provide support and assistance to Customer in the process to receive necessary approval. However, it is at Customer’s risk and responsibility to ensure that such approval is in place.

#### Third Party terms

Customer Accepts and understands that by its decision to send Messages via OTT messaging application providers and in particular WhatsApp, the Customer’s relationship with the relevant OTT messaging application providers will be solely with them and will be subject to any terms, conditions, privacy policies, warranties or representations associated with that relationship. The use by the Customer of any WhatsApp services shall be at the Customer’s sole discretion and risk. LINK makes no representations or warranties in relation to any service provided by or through any OTT messaging application providers, or in relation to any OTT messaging application providers compliance with any law or regulation, including Data Protection Legislation.

Based on the above, the Parties agree that Customer’s use of WhatsApp as a Channel for Transmission is outside the Scope of Data Processing Agreement binding the Parties. Customer accepts and understands that any processing of personal data when using WhatsApp as a channel is governed by the WhatsApp Data Processing Terms (available on <https://www.whatsapp.com/legal/business-data-processing-terms> ) and all other applicable terms and policies that are incorporated by reference.

Information about WhatsApp’s provision of electronic communication services, as required by the European Electronic Communication’s code, is available on <https://www.whatsapp.com/legal/eccc-notice-eea>

### **Compliance with WhatsApp terms**

Customer understands and accepts that it is Customer's responsibility to ensure compliance with this Appendix and the WhatsApp Terms. The WhatsApp terms include the WhatsApp Business Terms of Service (available at <https://www.whatsapp.com/legal/business-terms/> ), the Meta Terms for WhatsApp Business (available at <https://www.whatsapp.com/legal/meta-terms-whatsapp-business> ), the WhatsApp business Solution Terms (Available at <https://www.whatsapp.com/legal/business-solution-terms/> ), the WhatsApp Business Messaging Policy (available at <https://www.whatsapp.com/legal/business-solution-terms/> ), and all other applicable terms and policies that are incorporated by reference, (jointly referred to as the "WhatsApp terms")

Information about WhatsApp's provision of electronic communication services, as required by the European Electronic Communication's code, is available on <https://www.whatsapp.com/legal/eccc-notice-eea>

WhatsApp transparency report under the EU Digital Services Act (DSA) is available at <https://www.whatsapp.com/legal/?fbclid=IwAR0zxyMEoeyu8MeN-JZPFt0BoXeuqv-1wzc-uv8pkkOORs3OX0tEWET9U>

Customer understands and accepts that LINK will provide Meta with reports related to Customers' usage of the WhatsApp Business Solution, as may be requested by WhatsApp from time to time.

Customer accepts and understands that the terms of this Appendix do not in any way provide Customer with a right to (a) resell the WhatsApp Business Solution or allow third parties to integrate with, access or use the WhatsApp Business Solution, or (b) use any of the Meta or WhatsApp names and trademarks in any way.

Customer accepts and understands that any processing of personal data when using WhatsApp as a Channel is governed by the WhatsApp Data Processing Terms (available on <https://www.whatsapp.com/legal/business-data-processing-terms> ) and all other applicable terms and policies that are incorporated by reference.

Acts or omissions by Customer, resulting in a breach of this Appendix or the WhatsApp terms, may at any time prohibit Customer's use of MyLINK WhatsApp API.

If Customer is provided with a Beta Product, Customer accepts and understands that the terms relevant for the use of such product is subject to the [Meta Beta Product Testing Terms](#).

### **Prices and price adjustment**

Customers' use of MyLINK WhatsApp API is subject to WhatsApp Pricing regulations, available at <https://developers.facebook.com/docs/whatsapp/pricing/conversationpricing> . Prices can be modified by Meta at any time. Up to date price information is available on Meta's public web pages as shown above. Any late payments are subject to a service charge equal to 1.5% per month of the amount due. All prices are in EUR, unless otherwise specifically stated.

### **Specific terms for WhatsApp's hosting of WhatsApp Business Client**

In the case that the WhatsApp Business Client, required to use the WhatsApp Business Solution, is hosted by WhatsApp, as described in Meta Terms for WhatsApp Business (<https://www.whatsapp.com/legal/meta-terms-whatsapp-business> ) the Customer accepts and understands that it is required to adhere to the Hosting terms for Cloud API available at <https://www.facebook.com/legal/Meta-Hosting-Terms-Cloud-API>

Brand Guidelines for WhatsApp are available at <https://about.meta.com/brand/resources/whatsapp/whatsapp-brand>  
Cookie Policy for WhatsApp is available at <https://www.whatsapp.com/legal/cookies>

The Businesses must ensure customers comply and are informed of these policies.

WhatsApp Business Messaging Policy & Commerce Policy are available at <https://business.whatsapp.com/policy> and <https://www.whatsapp.com/legal/commerce-policy>

### **Audits**

Upon reasonable prior notice to Customer, Customer will provide LINK or WhatsApp and its auditors with access to, and assistance and information that they may reasonably require with respect to, Customer's compliance with the WhatsApp terms. If an audit identifies that Customer is not in compliance with the WhatsApp terms, Customer will correct such noncompliance no later than 72 hours after notice of noncompliance, and will reimburse LINK, Meta or WhatsApp., as applicable, for all reasonable costs and expenses of such audit, and upon completion of such remediation, certify to LINK in writing that Customer has addressed the non-compliance, and is now in compliance.

### **Product specific Data processing terms**

The following terms are relevant for Data Processing for the use of the Product described in this Appendix. In case of conflict with the Data Processing Agreement, the terms herein shall have precedence.

### **Scope Appendix under Data Processing Agreement**

The Parties agree that this Scope Appendix shall replace the Scope Appendix under Data Processing Agreement between LINK and Customer.

#### **Scope of the processing**

The DPA concerns LINK's processing of Personal Data on behalf of the Controller in connection with provision of messaging Services. The Messaging Services include Controller's access to LINK's solutions for managing messaging to message recipients chosen by Controller for purposes and frequency as chosen by Controller by use of the service.

LINK Mobility provides a set of Services under its Service Agreement, many of which include the processing of personal data. All services provided by LINK Mobility as a processor on the customer's behalf are governed by a Data Processing Agreement (DPA) as required by the EU General Data Protection Regulation (GDPR).

DPA is an agreement as defined in the GDPR Article 28, where a controller and a processor (or a processor and a sub-processor) enter into an agreement to ensure that the processing performed by the processor (or sub-processor) follows the GDPR requirements. The DPA is thus relevant in the relationship between LINK as a processor or sub-processor to its customer.

Not all processing of personal data as part of Services provided to another entity constitutes processing by a Processor on a Controller's behalf, as defined in the GDPR. LINK Mobility's Services include the transmission of messages from LINK Mobility's environment to the recipient chosen by the Customer and over a messaging Channel chosen by the Customer.

The Channel type can include various types of Messages using different communication protocols and standards, such as SMS, MMS, RCS, and other OTT (Over The Top) messaging services, as well as other channels like ex., e-mail, and voice.

The process of such message transmission is considered Electronic Communications Services (ECS) and is subject to the requirements of the directive (EU) 2018/1972 establishing the European Electronic Communications Code (EECC). Processing of personal data necessary for ECS is a process where instruction and/or control by a customer is in practice not possible if efficient transmission to the end recipient shall take place. This means that LINK be the entity who determines the purposes and means of processing this data (GDPR Art. 4 (7)), the GDPR thus defines LINK as a Controller for these processes.

As a provider of ECS, LINK Mobility and other providers of ECS are considered Controllers under GDPR, who are under obligation to process data in accordance with GDPR, with the obligations relevant to Controllers. For Transmission of Messages, the Data Processing Agreement will therefore not apply.

Based on the above, the Parties agree that Customer's use of the OTT provider WhatsApp as a Channel for Transmission is outside the Scope of data processing under the Agreement. . Customer accepts and understands that any processing of personal data when using WhatsApp as a channel is governed by the WhatsApp Data Processing Terms (available on <https://www.whatsapp.com/legal/business-data-processing-terms> ), the Data Transfer addendum (available at <https://www.whatsapp.com/legal/business-data-transfer-addendum> ) and all other applicable terms and policies that are incorporated by reference.

Information about WhatsApp's provision of electronic communication services, as required by the European Electronic Communication's code, is available on <https://www.whatsapp.com/legal/eccc-notice-eea>

#### **Categories of Data Subjects**

The categories of Data Subjects whose personal data may be processed are defined by Controller. The processing involves processing of Personal Data related to Controller's End-users (recipients and/or senders of Messages depending on the Controller's use of the Services under the Agreement).

#### **Types of Personal Data**

The Processing relates to the following categories types of Personal Data, subject to the Controller's concrete use of the Services:

- Basic Personal Data, such as name, contact details such as email, phone number etc.
- Location data, such as GPS, Wi-Fi location data and location data derived from LINK's network (that is not traffic data as defined below).
- Traffic data: personal data processed in relation to the conveyance of communication on an electronic communications network or billing thereof.
- Data related to content of communication, such as e-mails, voice mails, SMS/MMS, browsing data etc.

Special categories of Personal Data, such as data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership or health data, will be processed under this DPA if the services are used by Customer to process such data.

#### **Subject-matter of the processing**

The subject-matter of LINK's processing of personal data on the Customer's behalf is the provision of services to the Customer that require processing of personal data.

On behalf of LINK	On behalf of Customer
<b>Name:</b>	Name:
<b>Position:</b>	Position:
<b>Date:</b>	Date:
<b>Place:</b>	Place: