

March 23, 2017

Jennifer M. Schroeder

VIA E-MAIL

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Re: WhatsApp's Cease and Desist and Demand

To Whom It May Concern:

I have been retained by WhatsApp Inc. ("WhatsApp"), with respect to its claims against you arising from your operation of livechatservice.nl and its WhatsApp-related products and services ("Your Service").

You advertise Your Service as providing a live chat service via WhatsApp. You state that you provide a phone number associated with a WhatsApp account to your subscribers, and then manage the inquiries received at that phone number via multiple live chat operators. You also state that you charge a fee for Your Service.

Such activity violates WhatsApp's legal rights. By way of non-exhaustive example, Your Service violates WhatsApp's Terms of Service, which grant permission to use the WhatsApp service for "legal, authorized, and acceptable purposes" only. The Terms prohibit using the WhatsApp service in ways that "involve any non-personal use of [WhatsApp's service]." Furthermore, under these Terms, you are not allowed to "create accounts for [WhatsApp's services] through unauthorized or automated means"; "sell, resell, rent, or charge for [WhatsApp's services]"; or "distribute or make [WhatsApp's services] available over a network where they could be used by multiple devices at the same time."

Your Service is built to work on top of WhatsApp's apps, services, features, software, and/or website (together, the "WhatsApp Services"). Also, Your Service directly accesses the WhatsApp Services when you obtain WhatsApp accounts to provide to your subscribers. Thus, you agreed to follow WhatsApp's Terms of Service by installing, accessing, or using the WhatsApp Services. Your Service's activities are prohibited by at least the terms described above.

WhatsApp demands that you immediately do the following: cease all development, distribution, promotion, operation, sale, and offering of Your Service at all distribution points, including websites, GitHub repositories, and social media accounts, and confirm you will not in the future develop, distribute, promote, operate, sell, and/or offer Your Service or any like code, products, services, and resources.

We expect you to respond **within five days** of your receipt of this letter to indicate that you will comply.

WhatsApp hereby revokes your limited license to access the WhatsApp Services for any reason whatsoever. **This means that you, your agents, employees, affiliates, or anyone acting on your behalf (collectively, “Your Parties”) shall not access the WhatsApp Services for any reason whatsoever.** Any activity by Your Parties on the WhatsApp Services is intentional and unauthorized access to the WhatsApp Services and WhatsApp’s systems.

This letter is not a complete list of all of WhatsApp’s rights you may have violated. This letter is not intended by WhatsApp, and should not be construed by you, to be a waiver, relinquishment, or limitation of any other rights and remedies that WhatsApp may have against you in this or any other matter. WhatsApp specifically reserves all such rights and remedies, whether at law or in equity, under applicable laws (including domestic and foreign laws).

We also want to remind you that you have an obligation to preserve all documents, tangible things, and electronically-stored information in any way connected to the issues addressed in this letter.

Sincerely,



Jennifer M. Schroeder