

July 9, 2015

VIA E-MAIL

WHAnonymous
Chat-API
whanonymous@mail2tor.com

Reade A. Bramer

One Montgomery, Suite 2700
San Francisco
California, 94104
t 415.544.1900
f 415.391.0281
rbramer@shb.com

Re: WhatsApp's Cease and Desist and Demand Against Chat-API

Dear Mr. or Ms. WHAnonymous:

I have been retained by WhatsApp Inc. ("WhatsApp"), with respect to its claims against you arising from your development and distribution of Chat-API in violation of WhatsApp's legal rights. Chat-API is developed and distributed for use in client software and web services to access the WhatsApp service without authorization. Chat-API and the systems that use it violate WhatsApp's Terms of Service available at <http://www.whatsapp.com/legal/> ("Terms of Service"), and intrude upon and undermine the service experience of legitimate WhatsApp users. WhatsApp demands that you immediately cease and desist development and distribution of Chat-API and any other code, resource, service, product, or other instrumentality that facilitates unauthorized access to, or use of, the WhatsApp service.

WhatsApp is a cross-platform mobile messaging service that includes, among other things, a mobile client app (collectively, the "Service"). WhatsApp is committed to maintaining the integrity of the Service and takes the Service experience, Service quality and protection of its user community seriously. Chat-API circumvents (and/or facilitates circumvention of) WhatsApp's technical measures to prevent the use of unauthorized apps, impermissibly accesses (and/or facilitates access of) the WhatsApp Service, and exposes content from the legitimate WhatsApp user community to unauthorized platforms, products, and services.

Chat-API deprives WhatsApp of the opportunity to provide end-to-end quality assurance for each user's WhatsApp Service experience and creates user confusion about the source of any adverse circumstances they encounter while using clients and services built using Chat-API. WhatsApp has no control over the security, design or quality of service of such products or Chat-API, despite their direct impact on existing and potential WhatsApp users. Clients and services built using Chat-API expose WhatsApp users to anonymous messages that others may use to deliver solicitations or malicious software to WhatsApp users. WhatsApp will not tolerate the exposure of the

WhatsApp brand and its user community to such uncertainty and uncontrolled potential for harm.

WhatsApp protects the integrity of its Service through, among other things, enforcement of its intellectual property rights (“IP”) and Terms of Service. WhatsApp developed its Terms of Service to, among other things, protect people using the WhatsApp Service and facilitate WhatsApp’s goal to provide a safe place to interact and share. Those Terms of Service, which you and all WhatsApp users have agreed to, state:

July 9, 2015
Page 2

- you will not attempt to reverse engineer, alter or modify any part of the Service;
- you will not duplicate, transfer, give access to, copy or distribute any part of the Service in any medium without WhatsApp’s prior written authorization;
- you agree not to collect or harvest any personally identifiable information, including phone numbers, from the Service;
- you will not interfere with or disrupt the integrity or performance of the Service or the data contained on the Service; and
- you will not attempt to gain unauthorized access to the Service or its related systems or networks.

Chat-API infringes WhatsApp’s IP and violates its Terms of Service in at least the following ways: (i) using the names “Chat-API” and “WhatsApp” which creates confusion about the origin of Chat-API; (ii) using (and/or facilitating the use of) the WhatsApp registration system to generate credentials for and authenticate unauthorized clients and services in violation of the WhatsApp Terms of Service; (iii) reverse engineering, altering, modifying, copying, using, or redistributing WhatsApp code, and/or circumventing certain technical measures put in place to protect WhatsApp’s Service, IP, and WhatsApp users; and (iv) enabling users of unauthorized clients and services built using Chat-API to circumvent technical measures to protect WhatsApp’s Service, access the Service without authorization, and violate WhatsApp’s Terms of Service.

You are already aware of these violations, and that WhatsApp does not authorize the development, distribution, or use of Chat-API. Chat-API willfully exploits WhatsApp’s Service, undermines the goals of WhatsApp, and intrudes upon and undermines the service experience of the community of WhatsApp users. WhatsApp will not tolerate these actions. WhatsApp demands that you immediately do the following:

- i. Cease all promotion and distribution of Chat-API at all distribution points, including GitHub repositories (e.g. <https://github.com/WHAnonymous/Chat-API>), websites, and social media accounts, and confirm you will not in the future develop, sell, offer for download, and/or distribute Chat-API or like code and resources;
- ii. Confirm you will not in the future develop, sell or offer any unauthorized code, resources, services or products that interact, or enable other to interact, with WhatsApp services, products, or users;
- iii. Cease using the terms “Chat-API,” “WhatsApp” and any other terms or logos confusingly similar to WhatsApp in connection with any code, resource, product or service you currently offer and may offer in the future;
- iv. Account for and disgorge all profits you have obtained from the development and distribution of Chat-API;
- v. Compensate WhatsApp for the damages it sustained from your distribution of Chat-API;
- vi. Compensate WhatsApp for damages associated with Chat-API’s infringement of WhatsApp’s IP; and
- vii. Immediately take steps to preserve all documents, tangible things and electronically-stored information potentially relevant to the issues addressed in this letter, as those could be potentially relevant and discoverable materials in connection with any legal proceeding WhatsApp may choose to pursue against you or Chat-API.

We expect you to respond **within 48 hours** of your receipt of this letter that you will agree to these terms. If you ignore this letter and continue the conduct described above, WhatsApp will take whatever measures are necessary to enforce WhatsApp’s rights, maintain the quality and integrity of its Service, and protect its users’ privacy and information. For example, WhatsApp may, among other potential claims, pursue claims under the Copyright Act because Chat-API is creating unauthorized reproductions and derivative works in the process of manipulating WhatsApp’s code, and otherwise circumventing standard technical measures that WhatsApp has put in place to protect its technology. Chat-API may also violate the Computer Fraud and Abuse Act (“CFAA”), 18 U.S.C. § 1030 through its unauthorized use of the WhatsApp Service.

WhatsApp and its affiliates have taken technical steps to deactivate your WhatsApp, Facebook, and Instagram accounts, and hereby revoke your limited licenses to access WhatsApp’s, Facebook’s, or Instagram’s websites

and/or to use any of their services for any reason whatsoever. **This means that you, your agents, employees, affiliates, or anyone acting on your behalf (“You” or “Your”) may not access the WhatsApp, Facebook, and Instagram services, websites, apps, networks, platforms, or otherwise (“Platforms”) for any reason whatsoever.** Any activity by you on any such Platforms will be intentional and unauthorized access to such protected computers, which violates § 1030(a)(2) of the CFAA and the California Penal Code § 502(c).

July 9, 2015
Page 4

This letter is not intended by us, and should not be construed by you, as a waiver or relinquishment of any other rights and remedies that our client 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).

Sincerely,

A handwritten signature in black ink, appearing to read "Reade Bramer", with a long horizontal flourish extending to the right.

Reade A. Bramer