



BRAZIL MINISTRY OF JUSTICE
Administrative Council for Economic Defense - CADE
Office of Commissioner Carlos Jacques Vieira Gomes

Voluntary Appeal n° 08700.000534/2026-06

Appellants: Whatsapp LLC e Facebook Serviços Online do Brasil Ltda.

Counsels: Marcela Mattiuzzo, Matheus Augusto Alves Barreto e Mateus Bernardes dos Santos

Interested Parties: Factoría Elcano S.L. e Brainlogic AI S.A.S.

Counsels: Eduardo Caminati Anders, Marcio de Oliveira Silveira Bueno, André Santos Ferraz, Fernanda Romero G. Pereira e Vítor Fuks

**OPINION OF THE REPORTING COMMISSIONER –
MR. CARLOS JACQUES VIEIRA GOMES**

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I. INTRODUCTION

1. The topic of generative artificial intelligence and its impacts on competitive dynamics is on the agenda of competition authorities and academics worldwide. For example, as early as 2023, the United Kingdom's Competition and Markets Authority published its initial study on AI Foundation Models. More recently, in 2024, the European Commission issued its policy brief on the matter. CADE has not yet issued an institutional statement on the topic.

2. It is my position that there is no doubt as to the relevance of discussing this topic in competition law. Even acknowledging divergences on how the authority should act in such cases, I consider that a matter so critical to modern competition enforcement must be subject to careful scrutiny by CADE.

II. SCOPE OF THE VOLUNTARY APPEAL

3. As I have stated in other instances, it is not the role of the Reporting Commissioner in a Voluntary Appeal to delve into the merits of the case under review. The purpose here is solely to verify whether the requirements for maintaining the Interim Measure are present: *fumus boni iuris* and *periculum in mora*.

4. I recognize that the optimal and balanced use of interim measures in competition law is difficult to achieve. Such measures are powerful tools capable of directly affecting the economic activity of the targeted party, while ensuring the proper functioning of competitive dynamics.

5. Mindful of the need for increasingly swift action by the competition authority in digital markets and of the capacity of interim measures as necessary instruments to preserve competitive markets, I now proceed to analyze the case.

III. PROCEDURAL HISTORY

a) The Complaint that initiated the investigation by the General Superintendence

6. The companies FACTORÍA ELCANO, S.L. (“LuzIA”) and BRAINLOGIC AI, S.A.S. (“Zapia” and, together with LuzIA, the “Complainants”) filed a complaint with CADE’s General Superintendence (“SG/CADE”) on November 21, 2025, against FACEBOOK SERVIÇOS ONLINE DO BRASIL LTDA. (“Facebook”) and WHATSAPP LLC, both part of the Meta group (together, the “Respondents” or “Appellants”).

7. The Complainants are technology companies operating in the segment of developing generative artificial intelligence (“GenAI”) services and solutions. According to their official websites, the Complainants provide personal assistant solutions through artificial intelligence.

8. These personal assistants offer users a range of features, including, among others, agenda management, message scheduling, conversation transcriptions, booking arrangements, and reminder creation.

9. The Respondents, as well as the Meta corporate group, are commonly characterized as examples of Big Tech companies. The Meta group also provides AI personal agent services through its Meta AI tool.

10. The Complainants argue that there is direct competition between their GenAI services and solutions and those provided by the Meta group.

11. As explained by the Complainants, their GenAI services and solutions can be accessed by users in various ways: through their own apps, websites, and, most relevantly, via the WhatsApp platform, which is part of the Respondent’s corporate group. Given the

relevance of this messaging tool in Brazil, WhatsApp has become the primary means of access to the Complainants' services for Brazilian users.

12. The Complaint states that WhatsApp has evolved beyond a mere peer-to-peer messaging platform, becoming, since 2017, an indispensable business-to-consumer (B2C) platform for various business models.

13. Continuing the timeline, the Complaint notes that in October 2024, the Meta AI tool was launched, fully integrated into WhatsApp. According to Meta's press release:

Meta AI is one of the world's leading AI assistants for performing tasks, learning, creating, and connecting with the things that matter to you. Meta AI is on track to become the most used AI assistant in the world by the end of this year, with nearly 500 million monthly active users today

[...]

Meta AI is inside the Meta apps you use every day, like WhatsApp, Instagram, Facebook, and Messenger. Just tap the Meta AI blue circle icon wherever you see it or type '@Meta AI' in a group chat to use it with friends. [emphasis added]

14. Thus, the Meta AI tool began offering the same services as those of the Complainants' tools (even if it also offers additional services that only Meta AI can provide due to its integration with WhatsApp), demonstrating direct competition between them.

a) Regarding the New WhatsApp Business Solution Terms

15. In October 2025, WhatsApp disclosed the revision of the WhatsApp Business Solution Terms ("New WhatsApp Terms" or "Terms"). Below is the excerpt from the Terms most relevant to the present case:

***AI Providers.** Providers and developers of artificial intelligence or machine learning technologies, including but not limited to large language models, generative artificial intelligence platforms, general-purpose artificial intelligence assistants, or similar technologies as determined by Meta in its sole discretion ("**AI Providers**"), are strictly prohibited from accessing or using the WhatsApp Business Solution, whether directly or indirectly, for the purposes of providing, delivering, offering, selling, or otherwise making available such technologies when such technologies are the primary (rather than incidental or ancillary) functionality being made available for use, as determined by Meta in its sole discretion; provided, however, that such technologies may be made available to WhatsApp users who have registered phone numbers with an Italian country code. Notwithstanding the foregoing, you may retain an AI Provider as your Third Party Service Provider in accordance with these WhatsApp Business Solution Terms. In such cases, you*

may not directly or indirectly allow Business Solution Data, including any anonymous, aggregate, or derived forms of Business Solution Data, to be used to create, develop, train, or improve any machine learning or artificial intelligence systems, models, or technologies, including large language models (collectively, “AI Models”); provided that you may use Business Solution Data to fine-tune an AI Model that is for your exclusive use, so long as this does not result in Business Solution Data being used to create, develop, train, or improve any other AI Models. We may terminate your account and revoke your access if we reasonably determine that you have breached these restrictions. This Section survives termination of these WhatsApp Business Solution Terms

16. In the Complainants’ view, these Terms would have the effect of prohibiting access to and use of WhatsApp by other AI solution providers, such as the Complainants LuzIA and Zapia. Such access prohibition would take effect as of January 15, 2026, following an adjustment period offered by Meta to AI solution providers. According to Meta’s statement (SEI 1676916), the company “committed to allowing these [AI chatbot] developers to include an automated response, for a three-month period after the changes take effect on January 15, 2026, redirecting their users to other channels where their chatbots are available”.

17. Consequently, according to the Complainants, the Terms would begin to favor the AI solution integrated into WhatsApp by Meta, preventing competing AI service providers from integrating their solutions into the messaging app.

18. Accordingly, the Complainants requested the immediate granting of a Interim Measure against the Respondents, arguing that the requirements of *fumus boni iuris* and *periculum in mora* were present.

19. The Respondents, in a statement dated December 2025 (SEI 1676916), presented their counterarguments to those put forward by the Complainants. Meta also argued that there would be no financial compensation to it for the use of resources made available on WhatsApp Business, given that the use of the API in the “Customer Service” category is provided free of charge to companies.

20. This point is particularly relevant. According to Meta, the WhatsApp Business API provides four different categories of messages for companies:

(a) Marketing. Messages that may include offers, product promotions, purchase reminders, all in pre-defined templates.

(b) Utility. Messages that require user action, such as placing an order or making a payment. Such messages are not promotional and are customized to the user, based on pre-defined templates.

(c) Authentication. Messages that allow companies to use one-time passwords for identity verification (two-factor authentication). The messages also use a pre-defined format.

(d) Customer service. Messages that allow companies to manage customer inquiries. This category does not rely on pre-established templates and often requires free-text responses.

21. I reproduce here Meta's statement on the differences between each of the above categories (SEI 1676916):

Meta charges user companies for using Marketing, Utility, and Authentication messages, but does not charge for Customer Service messages. Customer Service messages are initiated when a user sends a message to the company, which opens a 24-hour customer service window during which companies may respond free of charge. This window is reset with each new message sent by the user. Customer Service messages are provided free to companies, with the expectation that these companies will also send other message categories, for which Meta charges a fee.

22. According to the Respondents, the use of business mechanisms by AI providers with their own chatbots had imposed unexpected demand on WhatsApp's infrastructure, making it impossible to maintain such use without compromising the quality of services to end users. Moreover, according to the Respondents, users of the chatbots began to require constant support from Meta, something that the WhatsApp Business solution was not prepared to provide.

23. In summary, the Respondents argue that the use of chatbots was compromising WhatsApp's infrastructure and that there would be no financial compensation for the use of the tool, given that the chatbots were operating within the "customer service" category, as explained above.

24. The Respondents also rebutted the arguments put forward for granting the interim measure.

25. Regarding the *fumus boni iuris* requirement, Meta claims that its conduct would not prevent or limit the ability of competing Meta AI chatbots to reach a critical user base for their development. This is because, according to the Respondents, the chatbots are also available through their own apps; furthermore, WhatsApp and its API would not be considered by developers as an essential distribution channel to reach users in Brazil.

26. They also claim that Meta's conduct had reasonable justifications (infrastructure strain). They further rely on CADE case law to demonstrate that a justified refusal of access to a proprietary API by third parties would not be anticompetitive.

27. As to the periculum in mora requirement, the Respondents argue that the changes to the Terms of Use would not be capable of altering market conditions, given that the services offered by the chatbots are available through other distribution channels.

28. According to their arguments, there would in fact be reverse periculum. In the Respondents' view, the unintentional use of the WhatsApp Business API by AI chatbots was already causing damage to the app's infrastructure.

29. Accordingly, they requested the denial of the interim measure request put forward by the Complainants.

b) The Interim Measure adopted by the GS

30. CADE's General Superintendence issued, on January 12, 2026, Technical Note No. 2/2026/CGAA11/SGA1/SG/CADE ("Technical Note 2/2026").

31. According to the GS, Meta holds a dominant position in the instant messaging market in Brazil. WhatsApp has over 150 million users in the country, indisputably being the most popular messaging app in Brazil. For the GS, there are significant indications that Meta's market position is not contestable.

32. In the GS's words:

60. In this scenario, the total exclusion of third-party AI tools from WhatsApp does not appear, prima facie, proportionate in a context where Meta itself will continue offering its own tool to its users. As recognized by this Council on various occasions, dominant firms must ensure choice, whenever possible, through the least restrictive means to competition to achieve the intended objectives of their conduct, such that it is necessary to investigate whether the prohibition, as imposed by the amendment to WhatsApp's T&Cs, is truly necessary or whether there are alternatives with lesser competitive impact that could replace it.

61. Therefore, the apparent disproportionality of the measure adopted in relation to the intended objectives must be understood as a further indication of the plausibility of the allegations presented by the Complainants regarding the potentially harmful nature of the conduct adopted by the Respondent and its possible configuration as an antitrust violation.

33. Thus, the GS found the *fumus boni iuris* requirement to be present. It then proceeded to analyze the *periculum in mora*.

34. Considering that the new WhatsApp Terms would take effect as of January 15, 2026, the GS found that the most effective and swift intervention by the authority would be to suspend, pending a final merits decision, the new WhatsApp Terms, thereby preserving the current structural market conditions as well as the useful outcome of the proceedings. The *periculum in mora* requirement was therefore present.

35. Finally, the GS dismissed the reverse *periculum* argument, as the case file contained no elements capable of overturning the initial conclusions regarding the need for the interim measure.

36. The GS adopted the Interim Measure in the following terms:

88 In light of all the above, it is concluded that an Administrative Inquiry shall be initiated to investigate violations of the economic order, pursuant to art. 13, III, of Law No. 12.529/2011, against WhatsApp LLC and Facebook Serviços Online do Brasil LTDA, as well as the adoption, pursuant to art. 84 of the same Law, of a interim measure, ordering the Respondent, under penalty of a daily fine of R\$ 250,000.00 (two hundred and fifty thousand reais):

(i) to suspend and refrain from applying, pending a final merits decision or an intermediate decision to the contrary by CADE, the provisions of the WhatsApp Business Solution Terms, originally scheduled to become effective as of 01.15.26, regarding the prohibition of AI Providers from accessing or using “the WhatsApp Business Solution, directly or indirectly, for the purpose of supplying, delivering, offering, selling, or making available such technologies when they are the main functionality (and not incidental or accessory) made available for use, as determined by Meta at its sole discretion”;

(ii) to refrain from issuing any new provisions that have as their object or are capable of, even indirectly, producing wholly or partially similar effects to those of the provisions indicated above, until a final merits decision by this antitrust authority or an intermediate decision to the contrary by CADE;

(iii) within 5 (five) business days from the publication of this decision in the Official Gazette of the Union, to disclose the full text of this decision regarding the granting of the interim measure on its website, and, within the same period, to officially notify in writing by mail the generative artificial intelligence providers that would have been prohibited from continuing to use the WhatsApp Business Solution due to the intended terms update.

37. Technical Note No. 2/2026 was endorsed by Dispatch GS No. 2/2026 (SEI 1687715), which, in addition to granting the interim measure, initiated the Administrative Inquiry, still pending.

38. Promptly thereafter, Facebook informed, via petition dated January 16, 2026 (SEI 1690417), that it had adopted the necessary measures to comply with the Interim Measure. In particular, it reported that the WhatsApp Terms of Use were being revised to allow chatbots to use the WhatsApp Business API.

c) The Judicial Injunction to Suspend the Interim Measure's Effects

39. In a petition dated January 22, 2026, the Respondents informed that they had filed a Writ of Mandamus before the Federal Court of the Federal District seeking a suspensive effect for the Voluntary Appeal filed against the Interim Measure issued by the GS. In a preliminary injunction ruling, suspensive effect was granted by the 20th Federal Court of the DF, suspending the effects of the Interim Measure until CADE's Tribunal ruled on the Voluntary Appeal.

40. It is important to note that this office was informed, through the Office of the Attorney-General at CADE (PFE/CADE), that on March 3, 2026, a judgment was issued revoking the previously granted preliminary injunction. Federal Judge Adverci Rates Mendes de Abreu pointed out that, upon reexamining the case, it was possible to conclude that the requirements of proportionality and reasonableness of the interim measure were present. She further noted that it is the Judiciary's duty, in the context of regulated markets, "to observe the duty of technical-administrative deference to CADE's specialized decisions".

d) The Appeal by Meta and its Processing

41. The Appellants filed their Voluntary Appeal on January 19, 2026 (SEI 1691508), within the 5-day regulatory period. The appeal is therefore timely. The appeal was also accompanied by all necessary formalities pursuant to art. 215 of CADE's Internal Regulations. Thus, I see no obstacles to its admission and due processing, as already recognized in Dispatch Decision No. 2/2026 (SEI 1692052).

42. As to the merits, the Appellants challenge the Interim Measure imposed by the General Superintendence. In summary, they claim that none of the requirements necessary for imposing the Interim Measure are present.

43. Regarding *fumus boni iuris*, the Appellants allege that the GS failed to address any of the defense arguments presented by the Appellants in the Preliminary Proceeding. According to the Appellants, such arguments would be sufficient to rule out the Interim Measure. There would be, in the Appellants' words, an alleged incompatibility between the need for additional instruction, as mentioned in the GS Opinion, and the presence of *fumus boni iuris*. As stated in the Appeal:

16. Indeed, fumus boni iuris does not require exhaustive review, nor certainty. However, it does require a minimum dialectical test of probability, even if preliminary. When defense arguments attack the very legal or factual basis of the alleged right's probability, the GS can only conclude that the allegations are plausible if such arguments are considered and, at least provisionally, confronted. Otherwise, the GS's conclusions are mere conjecture, an abstraction, and fumus boni iuris is not established.

44. The Appellants also reinforce many of their arguments already presented in the Preliminary Proceeding.

45. As to the *periculum in mora* requirement, the Appellants claim it is not present, as the changes to WhatsApp's Terms of Use would not be "irreversible" and AI chatbot providers could redirect their WhatsApp users until April 2026. They also claim that the chatbots would continue to grow in user numbers, regardless of being offered on WhatsApp.

46. Finally, the Appellants claim that there would in fact be reverse *periculum in mora*. This would occur because, in the presence of the interim measure, WhatsApp's infrastructure would continue supporting chatbot use, with alleged risks of service interruption due to high traffic volume. Thus, the risk is not from delay in ceasing the potentially anticompetitive conduct, but from possible damage to the Appellants.

47. On January 21, 2026, I issued Decision No. 2/2026/GAB1/CADE (SEI 1692052), opening a deadline for the Appellees to respond, pursuant to art. 217 of CADE's Internal Regulations. The counterarguments were timely filed on January 27, 2026 (SEI 1695688).

48. My cabinet held meetings with the Appellees (SEI 1695934) and with the Appellants (SEI 1696238) on the same date, January 28, 2026.

IV. THE ADOPTION OF PREVENTIVE MEASURES BY COMPETITION AUTHORITIES AND THEIR INCREASING RELEVANCE IN DIGITAL MARKETS

49. The possibility of adopting a Interim Measure by CADE is expressly provided for in art. 84 of Law No. 12.529/2011. The statute is very clear in stating that the interim measure shall be imposed “when there is evidence or well-founded concern that the investigated party, directly or indirectly, causes or may cause irreparable or difficult-to-repair harm to the market, or renders ineffective the final outcome of the proceedings”.

50. The legislator’s objective with this wording is very clear: to preserve the useful outcome of the proceedings, preventing the time lapse of the investigation and instruction of cases from benefiting the economic agent engaging in anticompetitive conduct in the market. In this sense, the interim measure in competition law closely resembles the urgent relief available in civil procedural practice.

51. The interim measure is a powerful tool for the competition authority. When properly employed, it has the capacity to prevent anticompetitive effects of certain conduct from persisting while the authority conducts its investigation. It is clear that this is an extremely intrusive tool, as it directly affects a market participant’s conduct. Therefore, due consideration must be given to its applicability in the specific case, observing the necessary legal requirements.

52. The relevance and importance of interim measures is attested by recent OECD documents and the roundtable organized in 2022 specifically on the topic. In its background note, the OECD reinforces the understanding of the challenge for national competition authorities in striking the right balance in the use of interim measures:

Ensuring an optimal use of this powerful tool in antitrust enforcement is rather complex. On the one hand, interim measures can bring substantial benefits to the investigative actions of competition authorities. In a sub-set of cases, interim measures could indeed be a way to ensure effectiveness of enforcement actions and to preserve competition during antitrust investigations. On the other hand, interim measures can be very intrusive and – if used wrongly or excessively– can do serious harm to competition and ultimately to consumers. Therefore, they are a tool to employ with caution

53. I reiterate the OECD’s view on the need for cautious use of interim measures, given their significant impact on altering the business strategies of affected economic agents. Indeed, CADE’s use of interim measures has occurred in an extremely exceptional manner.

54. According to research conducted by my cabinet with the assistance of the Procedural Management Support Section (SAGPRO), 80 proceedings with requests for interim measures were identified in CADE's case database. Of these, only 26 requests were granted. That is, a grant rate slightly above 30% for interim measure requests.

55. There is an inherent uncertainty in the authority's activity when deciding whether or not to impose a interim measure. Such uncertainty lies in the classic problem of Type I errors (overenforcement) and Type II errors (underenforcement). This situation is exacerbated in cases of summary cognition, where the authority must make a decision even without all the elements necessary to form its conviction.

56. Writing precisely on this topic, authors Filippo Lancieri and Caio Mario da Silva Pereira Neto introduce the concept of a cumulative risk framework in the design of competition remedies:

For example, if authorities are certain that an anticompetitive behavior has taken place (e.g., conduct is well-known to restrict competition, has no economic rationale and produces little efficiencies) and believe it has been very harmful to the market (e.g., allowed or maintained monopolization of a given sector) then they should start by imposing more stringent remedies, eventually risking over-enforcement. The opposite is also true: if authorities are introducing new theories of harm and assuming a risk of over-enforcement in outlawing an ambiguous conduct (Type I error in characterization of infringement), they should opt for narrower, less-risky interventions—otherwise, they would risk a compounded effect of two “over-enforcement” errors: an overbroad definition of infringement cumulated with overbroad remedies. They should then adapt the remedies as they obtain more information on how they have impacted market behavior. In practical terms, this means matching a lower risk of over-enforcement in the finding of an infringement with a higher risk of over-enforcement in remedy design, and vice-versa.” (Filippo Lancieri & Caio Mario da Silva Pereira Neto. Designing Better Antitrust Remedies for the Digital World. ProMarket, March 8, 2022)

57. Although the authors wrote about competition remedies (at the end of an investigation, therefore), the same rationale can be transposed to discussions on imposing interim measures. That is, the greater the plausibility of the alleged right (of the anticompetitive conduct and its potential effects), the more interventionist the competition authority's action should be.

58. In a note written for the OECD on the topic, Juliette Caminade points out that a interim measure should be adopted when the expected irreparable harm from not imposing the measure is greater than the expected irreparable harm from incorrectly imposing the interim measure. Thus, under the Optimal Decision Theorem, interim measures should be adopted when the probability of the investigated conduct's illegality

is high and when the harm of underenforcement is greater than the harm of imposing an inconsistent interim measure (overenforcement). In summary,

“[...] the expected benefit of a correct decision, be it to use or to not use an IM, increases when there is more potential irreparable harm to be minimized. The size of the harm increases if the time between the IM and the conclusion of the full investigation is greater, or if the harms themselves are larger, as with particular industries. Moreover, in a world where anticompetitive conduct is more frequent, there are more occasions to minimize harm, making the IM a more valuable tool.”

59. More recently, the use of interim measures in digital markets has attracted significant academic and practical interest from competition authorities. By way of example, the Furman Report, published in 2019, expressly recommends greater use of interim measures in digital markets:

Existing antitrust enforcement, however, can often be slow, cumbersome, and unpredictable. This can be especially problematic in the fast-moving digital sector. That is why we are recommending changes that would enable more use of interim measures to prevent damage to competition while a case is ongoing, and adjusting appeal standards to balance protecting parties’ interests with the need for the competition authority to have usable tools and an appropriate margin of judgement. The goal is to place less reliance on large fines and drawn-out procedures, instead enabling faster action that more directly targets and remedies the problematic behavior

60. Likewise, the OECD points out that jurisdictions without specific regulations for digital markets have in interim measures a tangible and timely tool to combat the anticompetitive effects of certain conduct in the digital environment.

61. In this scenario of rapid changes in digital markets, CADE has not hesitated to impose interim measures to ensure the proper functioning of markets. By way of examples, I can cite the interim measures in the iFood, Gympass, and Apple App Store cases. The effectiveness of the measures is clear when we see that the affected parties sought consensual arrangements with CADE to adjust their conduct.

62. Thus, CADE is aligning with international best practices regarding the application of interim measures in digital markets, always considering the particularities of each case and the proportionality of the measures imposed.

V. DIGITAL ECOSYSTEMS IN COMPETITION FOR THE ARTIFICIAL INTELLIGENCE MARKET

63. Meta is a digital conglomerate operating in various fronts, including advertising, messaging, social networks, and now generative artificial intelligence. There is

undoubtedly an intrinsic relationship between each of these fronts. While one might consider competition in messaging services—such as WhatsApp and Facebook Messenger, for example—the fact that both are owned (orchestrated) by Meta means that, to some degree, they cooperate toward a common ultimate objective: increasing the ecosystem’s value.

64. The complementarities of a digital ecosystem go far beyond mere vertical relationships between different economic agents. An ecosystem is organized through private governance, with specific rules coordinating each member’s contributions. The value of the whole is greater than the value of each individual part.

65. Recently, this Council had the opportunity to delve into the impacts of digital ecosystems on competition enforcement. In the judgment of Voluntary Appeal No. 08700.009932/2024-18 (Apple App Store), Reporting Commissioner Victor Oliveira Fernandes summarized the topic (SEI 1563020):

47. In simplified terms, digital ecosystems can be understood as networks of interdependent and non-hierarchical economic actors that offer digital products with varying degrees of complementarity based on modular technologies and that constantly interact in business relationships aligned for co-creation of value. Large technology companies have channeled their investments into implementing “consumption ecosystems” or “multi-product ecosystems,” where constellations of complementary digital products or services offered by third parties orbit around a central platform. [...]

48. The economic logic of ecosystems has relevant implications for competition policy. First, ecosystems are characterized by new forms of internal competition, manifested as “vertical competition” between products that are not directly substitutable. This phenomenon challenges the centrality of the “market” notion in antitrust analysis, as it complicates both the delineation of substitutability spaces where competitive forces mutually constrain each other and the identification of anticompetitive effects in interconnected economic activities.

49. Second, there is an observed strengthening of economic dependencies between complementors and the orchestrator of the central platform, with the latter able to unilaterally alter competitive conditions in various adjacent markets. While orchestration is crucial for coordination in the ecosystem, design and governance decisions can generate functional and distributive failures, resulting in value loss for all participants and harming innovation. Framing these decisions under competition laws blurs the boundaries between exclusionary and exploitative abusive conduct. [emphasis added]

66. The relevance of Meta’s generative AI system can only be understood by analyzing its entire product ecosystem.

67. The WhatsApp case is emblematic. Owned by Meta, the messaging platform is ubiquitous in Brazil. According to World Population Review, there are about 148 million users in the country, second only to India as the country with the highest platform usage. Not coincidentally, it has already been said that “Brazil is the country of WhatsApp”.

68. Although General Superintendence Technical Note No. 2/2026 declined to define the relevant market at the time of imposing the interim measure, we cannot ignore the fact that WhatsApp is an essential part of Brazilians’ daily lives. Discussions on relevant market definition are undeniably important, but they cannot be used as subterfuges to obstruct the competition authority’s action, particularly in controlling conduct in digital markets. Moreover, the most recent and updated discussion on relevant markets has evolved to move away from rigid market boundaries and accept situations where only a broader analysis of a certain economic agent’s market strategies could demonstrate the potentially anticompetitive nature of such conduct.

69. As an orchestrator of a digital ecosystem, Meta has the ability to decide on the entry or exclusion of complements offered in its ecosystem. In this sense, it could identify threats to its services and adopt strategies to prevent complementors from threatening its own services.

70. One might argue that excluding chatbots would reduce WhatsApp’s attractiveness, given the removal of a user-relevant feature. Thus, such a strategy would not be rational for WhatsApp. However, when we observe that the ecosystem orchestrator offers a service similar to that provided by the complementors, the possibility of exclusionary conduct becomes more feasible. I rely here again on the words of Commissioner Victor Oliveira Fernandes in the Apple App Store case (SEI 1563020):

279. Although this argument may be convincing, the ecosystems literature has consolidated economically grounded explanations emphasizing incentives for exclusionary practices by the orchestrator in adjacent markets. Especially when the orchestrator overcomes the platform expansion phases and assumes an entrenched dominant position, the benefits of closing the ecosystem may outweigh the benefits of increasing the ecosystem’s attractiveness through new complementors.

71. Thus, by leveraging WhatsApp’s capillarity in Brazil, the orchestrator can make decisions that have the effect of excluding competitors seeking to compete in a specific ecosystem service.

72. However, such dynamics can only be perceived from a broader conception of relevant market. A rigid definition could mask the potential harm of the conduct. There are suggestions in the literature for new approaches to market definition in digital ecosystems¹.

73. Finally, I note an additional concern in this case: the zero-rating practice by mobile telecom operators for WhatsApp (and other Meta group apps). As is known, through zero-rating policies, users do not consume their data quota to access benefited apps, with the potential to cause consumer lock-in effects. If WhatsApp is one of them, it is reasonable to consider that consumers will prefer using AI chatbots within the WhatsApp environment (since their data quota will not be consumed in this situation) over downloading and using a chatbot’s own app (where data would be consumed). This is a structural situation that reduces user incentives to switch from one platform to another.

VI. REQUIREMENTS FOR GRANTING AND MAINTAINING THE PREVENTIVE MEASURE

a) Fumus boni iuris

74. The adoption of the Interim Measure by the General Superintendence must be grounded in the requirements set forth in art. 84 of Law No. 12.529/2011, which consist of *fumus boni iuris* and *periculum in mora*.

75. As to *fumus boni iuris*, CADE’s case law has long indicated that this requirement is met by verifying whether there are “indications pointing to the existence of an infringement against the economic order”. Thus, as recently stated by Commissioner Victor Oliveira Fernandes in the aforementioned Apple App Store case, “it suffices that

¹ Konstantinos Stylianou & Bruno Carballa-Smichowski. ‘Market’ definition in ecosystems. *Journal of Antitrust Enforcement*, 2024

there are sufficient indications that certain conduct has or may have anticompetitive effects for CADE's intervention to be warranted".

76. Moreover, in prior cases, it has also been weighed, on a preliminary basis, whether the agent responsible for the conduct holds market power, as well as whether it has economic rationality for adopting the conduct in question:

As this is a preliminary assessment, conducted even before the end of the procedural instruction phase, the adoption of a interim measure does not require the competent authority to have certainty regarding the characterization of a competition infringement. The legal requirement refers only to the existence of evidence indicating that certain conduct by an economic agent may constitute an antitrust violation under arts. 20 and 21 of Law 8.884/94.

This is, therefore, a prior plausibility assessment of a possible violation of competition protection rules, without requiring, at this stage, conclusive proof ensuring the existence of an economic infringement. Although each case must be analyzed in its specificities, certain factors are essential for the plausibility of a competition infringement.

In this examination, an element that must always be weighed, even preliminarily, is the investigated economic agent's market power, without which antitrust violations cannot be contemplated. Another issue that must necessarily be considered is the presence of economic rationality in the alleged anticompetitive conduct, to demonstrate causality between the analyzed conduct and possible harm to competition. [emphasis added]

77. Therefore, it is based on the cited legal provisions and CADE's case law that I must analyze this case to verify whether the *fumus boni iuris* requirement is met.

i. Relevant Markets Involved

78. To verify the presence of *fumus boni iuris*, it is necessary to revisit the relevant market definitions considered, on a summary cognition basis, in which the Complainants (now Appellees) and Respondents (now Appellants) operate.

79. For assessing the applicability of the interim measure, CADE's General Superintendence, while referencing the relevant market definitions presented by the Complainants, chose to leave them open, considering (i) the absence of recent proceedings in which CADE analyzed the relevant markets pointed out by the Complainants; and (ii) the lack of need for precise market delineation at the stage of initiating the Administrative Inquiry after determining that the conduct in question falls under this Competition Authority's competence.

80. While I agree with the General Superintendence on the lack of need for precise delineation at this stage, I consider it necessary, on a summary cognition basis, to adopt the relevant market definitions presented by the Complainants to better understand the conduct. According to the Complainants, two distinct relevant markets must be considered to understand the conduct:

“a Brazilian market for instant messaging services, in which WhatsApp holds an uncontestable dominant position and where the anticompetitive conduct in question is being implemented”; and

“a market for AI services and solutions, whose geographic definition may be left open, in which (favored) Meta AI competes with other players (harmed), such as the Complainants”.

81. Furthermore, according to the Complainants, WhatsApp holds a dominant position in the Brazilian instant messaging services market, as “99% of Brazilians with smartphones have the app installed, of which 97% access it every day or almost every day”.

82. These markets are vertically related insofar as certain AI suppliers, such as the Complainants, use WhatsApp’s API to provide AI services and solutions. The Complainants allege that this is not the only access route to the services; however, it is the main one, as most users access the services via WhatsApp. In turn, WhatsApp operates in a vertically related manner as it offers its own AI service through Meta AI.

83. I reiterate that this analysis is preliminary. The Administrative Inquiry is fully under instruction by the GS, which will certainly consult various players operating in these two markets to better understand their functioning and further refine the definitions, potentially considering different scenarios for analysis, as pointed out by the General Superintendence (§57 of the Technical Note).

ii. Arguments Presented by the Parties and the GS/CADE’s View

84. Although the arguments have already been addressed throughout this opinion, it is necessary to revisit them specifically as they relate to *fumus boni iuris*. As narrated in the Complaint, the Complainants state that in October 2025, Meta amended the WhatsApp Business Solution terms, which would prohibit AI providers from offering their services via WhatsApp. They point out that the measure has immediate effect for

new developers and full effectiveness as of January 15 for all existing providers. The prohibition would not affect Meta AI, which can continue using its own app.

85. Consequently, the Complainants argue that the new Terms' entry into force would completely exclude Meta AI competitors, such as the Complainants—LuzIA and Zapia—from the WhatsApp ecosystem. In turn, Meta AI would be favored, as its competitors could no longer integrate their services into WhatsApp.

86. Furthermore, the Complainants state that their business models were built on this infrastructure, as in Brazil most users access AI chatbots via WhatsApp.

87. In the Complainants' view, WhatsApp's strategy leading to the new Terms is not new and is known among big techs. They claim it is the application of “embrace, extend, and extinguish,” addressed in the *United States v. Microsoft Corp.* case in the early 2000s.

88. The embrace refers to incentivizing the development of a competing product, either through developing specific software or implementing adaptations compatible with the competing product to bring it into the ecosystem. They point to Meta's AI Studio, announced at Meta Connect 2023, as part of this strategy—a platform “to create AIs and make respective services and solutions available inside and outside the Meta ecosystem,” clearly inviting AI Providers to integrate services and solutions into WhatsApp. In the Respondents' view:

“(…) if a big tech invites and creates expectations and incentives for AI Providers to integrate their services and solutions into WhatsApp—dominant and essential for economic and social integrations—it is certain that the latter agents will accept— in good faith—such invitation, given the possibility of developing new business models”.

89. Next comes the extend, whereby the big tech “extends” its offering to compete with the “embraced” product, as it begins creating standards and features interoperable with the big tech's proprietary technologies. Regarding the extend applied to the specific case, the Complainants point out that after creating incentives for AI Providers, Meta accelerated the development and expansion of its own AI services and solutions, and in October 2024 launched Meta AI, which operates fully integrated with WhatsApp, thereby “consummating Meta's expansion strategy over competitors' previously embraced AI services and solutions”.

90. Finally, extinguish occurs when the big tech's own products become large enough that the big tech eliminates the competing products. In this case, this final stage of the strategy is in the new WhatsApp Terms “with the unjustified and sudden ban and prohibition—contradictory to its prior behavior—of new and existing AI Providers from WhatsApp, aiming at their elimination”.

91. For the Complainants, the change in WhatsApp's terms lacks technical explanations and, beyond eliminating and prohibiting AI chatbots' access to WhatsApp (including the Complainants), also grants exclusivity to Meta AI services and solutions via WhatsApp, giving Meta AI a clear competitive advantage.

92. Thus, they conclude that:

“(...) there is not only market closure by the Respondent—a dominant firm—but also self-preferencing to its own corporate group's service”.

93. If the reported conduct is proven, it would be framable under subsections I, II, and IV of the chapeau of art. 36, in conjunction with subsections III, IV, and V of §3 of the same article of Law No. 12.529/11.

94. Therefore, the Complainants requested the granting of a interim measure “so that the provisions of the new WhatsApp Terms regarding AI Providers have their effectiveness suspended, so that access to WhatsApp continues to be granted to all and any AI Providers, existing and/or incoming/new users, under the same terms and conditions in effect immediately prior to October 2025”.

95. They consider the *fumus boni iuris* requirement present, as:

(i) WhatsApp is a dominant and essential digital platform in the Brazilian context, including from an antitrust perspective. The Respondent and its Meta group hold a dominant position and, consequently, the capacity to abuse it anticompetitively;
(ii) the abuse of this dominant position was materialized a few weeks ago—and continues to be perpetrated—through the new WhatsApp Terms, which exclude Meta AI competitors from such platform, granting Meta AI an artificial monopoly on general-purpose AI services and solutions on WhatsApp—i.e., the incentives;
(iii) nor did the Respondent and Meta externalize any minimally plausible and reasonable justification for implementing the new WhatsApp Terms and the consequent ban of AI Providers (...);
(iv) thus, the only possible economic justification involved in the new WhatsApp Terms is the exclusion of competitors and the respective favoring of its own service (self-preferencing), notably anticompetitive, pursuant to art. 36 of Law No. 12.529/2011 and CADE precedents;
(v) moreover, the new WhatsApp Terms involve an even more harmful competitive perversity considering that, for at least the last two years and

until just a few weeks ago, Meta actively and publicly promoted a policy of broad, full, unrestricted, and non-exclusionary access to WhatsApp for AI Providers, who, seduced by (yet another) charming big tech narrative, invested in business models integrated with WhatsApp, only to be suddenly banned from the app to exclusively favor the Respondent

96. In its analysis, the GS/CADE initially highlighted that there is no doubt the conduct falls under the Brazilian Competition System's competence.

97. As narrated in this opinion, the Respondent (now Appellant) presented arguments to demonstrate that the requirements authorizing the interim measure are not present. In summary, it claims that Meta's conduct is lawful and justified. It asserts that WhatsApp and its Business API are not viewed by third-party chatbots as a fundamental channel to reach users in Brazil, as AI suppliers have their own apps.

98. For its part, the GS/CADE found the *fumus boni iuris* requirement present based on the following arguments:

- a. The defense thesis presented by Meta/WhatsApp is not capable of rebutting the arguments brought by the Complainants.*
- b. For granting a interim measure, "it suffices to find indications that certain conduct is causing or may cause the anticompetitive effects provided by antitrust legislation," a situation demonstrated in the case, considering Meta's indisputable and uncontested dominant position in the instant messaging market, reinforced by significant network effects, making it prone to exercising its market power and abusing its dominant position.*
- c. Considering the context in which Meta operates, the exclusion of third-party chatbots from the WhatsApp messaging app is not proportionate in a scenario where Meta itself will continue offering the services on its own platform.*
- d. Meta's stance may represent possible offensive leveraging, whereby through its power in the messaging market it seeks to leverage its position in the AI services and solutions market.*
- e. It concludes that sufficient elements are present to meet the *fumus boni iuris* requirement.*

99. The Interim Measure was granted by GS/CADE in the terms indicated in item III, "c" of this opinion.

100. In response to the interim measure imposed by GS/CADE, Facebook filed a Voluntary Appeal. Generally, the Appellants reiterate the arguments already presented in the preliminary proceeding (now administrative inquiry) to justify the reasons for the WhatsApp Business terms changes. In summary, they claim that (a) the WhatsApp Business API was not created for use by third-party chatbots; (b) chatbot use of the API

overloads the system, as evidenced by three instances of system collapse; (c) the terms update does not affect AI supplier companies.

101. As to *fumus boni iuris*, as addressed in item III, “e” of this opinion, the Appellants claim that the defense arguments presented were not analyzed by the GS and should have been minimally analyzed to justify imposing the interim measure.

102. Having weighed the arguments presented by the Complainants and Appellants, as well as the GS/CADE’s view, I now proceed to the analysis.

iii. On the Presence of the *Fumus Boni Iuris* Requirement

103. As stated in this opinion, the presence of the *fumus boni iuris* requirement requires verifying whether there are indications of an infringement against the economic order. Additionally, it must be weighed, even preliminarily, whether the economic agent holds a dominant position in the relevant market under analysis.

104. In this case, I find it possible to state with certainty that there are indications of an infringement against the economic order. Although the relevant market definitions may be subject to change following the ongoing procedural instruction at GS/CADE, the fact remains that, even if this market were to undergo segmentation, in the Brazilian context, it is unlikely that WhatsApp would fall below the 20% threshold, from which dominance is presumed under art. 36, § 2, of Law No. 12.529/2011.

105. Obviously, the fact that an agent holds a dominant position does not automatically demonstrate that it will abuse its dominant position. However, in the present case, the new WhatsApp Terms ended up closing a market used by other Meta AI competitors.

106. Therefore, it can be stated that the new WhatsApp Terms materialized indications of abuse of dominant position that may culminate in market closure, as Meta begins to exclusively use AI services on WhatsApp. At this point, I already find the *fumus boni iuris* requirement met, as, if in force, the new WhatsApp Terms would have the effect of excluding AI suppliers that use the app to provide their service and compete with Meta AI.

107. Should the instruction phase reveal that users of AI chatbots, such as LuzIA and Zapia, predominantly use the AI suppliers' own apps and/or that WhatsApp is not fundamental for the chatbots, the interim measure could evidently be reviewed. However, at this moment, that is not the outlook, as these points have not been demonstrated by the Appellants.

108. I explain.

109. Although the Appellants presented justifications for the changes to the WhatsApp terms, the arguments are not, in themselves, sufficient to dispel the indications of anticompetitive conduct culminating in market closure for Meta AI competitors that use the WhatsApp API.

110. The Appellants claim that the WhatsApp Business API was not created for use by AI chatbots and that chatbots do not fit into the categories for which the WhatsApp Business API was created (marketing, utility, authentication, customer service).

111. However, the fact is that Meta demonstrated interest in making third-party AI services available inside and outside the Meta ecosystem, as indicated in a statement by Founder and CEO Mark Zuckerberg, later published on Meta's own website, as presented by the Complainants:



112. Therefore, I find this Meta argument lacking foundation, as even if it claims not to have developed the API for chatbot use, Meta itself encouraged AI suppliers to use WhatsApp. Thus, it can be expected that the WhatsApp API does accommodate third-party AI chatbots.

113. The second argument presented by Meta relates to the allegation that indiscriminate use of the WhatsApp API by AI chatbots overloads the system. To prove the claim, they point to three interruptions related to AI suppliers. However, they only point to the interruptions without presenting technical justifications effectively linking them to third-party chatbots' use of the WhatsApp API. Thus, I also do not consider this argument sufficient to dispel indications of anticompetitive conduct.

114. Finally, they also claim that the terms update would not affect AI supplier companies and that Meta took care to notify the companies, providing sufficient time for any necessary changes. They present data to demonstrate the number of monthly active users of independent apps, including Zapia and LuzIA, to show that “these AI Chatbots have already built significant user bases through their independent apps.” However, this argument can only be properly assessed through procedural instruction, via data collection from market players, rendering its analysis at this procedural stage unfeasible.

115. Thus, I agree with GS/CADE that the elements presented by Meta/WhatsApp fail to rebut the arguments put forward by the Complainants.

116. In light of the above, I find sufficient elements present to meet the *fumus boni iuris* requirement.

b) On the Presence of the Periculum in Mora Requirement

117. As I have stated in a voluntary appeal judged by this Tribunal, “periculum in mora translates to the danger of irreparable harm to the useful outcome of the proceedings”. For it to be characterized, there must be a well-founded concern that the administrative relief will not be effective at the end of the process, making it necessary to impose a measure before the procedural course is completed.

118. It is also noteworthy that former Commissioner Paula Farani's vote pointed out that the danger of delay must be understood in its collective dimension, as “the risk of harm must fall not only on the party requesting the measure, but on the market as a whole, affecting competition and consumer welfare”.

119. With these considerations in mind, I proceed to the analysis.

120. In the Complaint, the Applicants pointed out that the new WhatsApp Terms are already in effect for new AI Providers since October 15, 2025, and with full effectiveness for all AI Providers as of January 15, 2026. In this regard, they state:

37. In other words, these are changes imposed by the Respondent on all and any Meta AI competitors in an abrupt manner, which, in the best temporal scenario, grants 90 days for major necessary adaptations, as well as attempts at user migration—such imposition being in complete contradiction with nearly 2 years of Meta’s signals actively promoting AI Providers’ integration into WhatsApp.
[...]

38. Thus, without the immediate imposition of the requested interim measure, there are risks of irreversible and irreparable harm to collective welfare, related to the exclusion of different AI services and solutions providers from WhatsApp, considering the respective elimination of options currently available to consumers in their daily lives.

121. The GS/CADE found the periculum in mora requirement met, given the imminence of the new WhatsApp Business Terms amendments taking effect, which as of January 15, 2026, would prohibit AI Providers from accessing WhatsApp Business to provide AI services.

122. In this context, it found it necessary for CADE to intervene promptly to:

68. (...) suspend, pending a final merits decision or contrary decision by CADE, the effectiveness of the new WhatsApp Terms so as to properly assess all indications of economic order infringement presented and weigh them against the arguments and defenses put forward by Meta, thereby preserving the current market competition conditions and ensuring the useful final outcome of these proceedings

123. In the Voluntary Appeal, the Appellants reproduce the arguments from the defense statement presented. They argue that the changes to the WhatsApp Business Terms would not be capable of altering market conditions, as AI Providers’ services would be available through other means, such as their own apps.

124. Again, in my view, the Appellants’ arguments do not dispel the well-founded concern that chatbots may be excluded from the market if the new WhatsApp Terms remain in force as they currently stand.

125. The Appellants also reiterate that the GS/CADE should have conducted a more in-depth analysis of the defense thesis presented. However, on a preliminary basis, the case file elements are sufficient to find the periculum in mora requirement met. Should additional information be obtained and analyzed in the original proceeding, currently in

full instruction phase, this Competition Authority may find it necessary to revoke the interim measure, which is not the outlook at this time.

126. Therefore, I find the *periculum in mora* requirement duly met.

c) On the Absence of Reverse Periculum in Mora

126. The Complainants argue that there is no reverse *periculum in mora* in this case, as the interim measure does not create a new obligation or excessive burden on the Respondent, but rather maintains the status quo with Meta's policy over the past years regarding AI Providers, "avoiding the—unjustified and sudden—ban announced last October 2025".

127. On the other hand, the Appellants argue that suspending the effectiveness of the new WhatsApp Business Terms update would cause reverse harm, as it would force Meta to continue allowing—unforeseen and unplanned—use of its WhatsApp Business API by AI chatbots, leading to adverse effects on WhatsApp's infrastructure.

128. Having weighed the parties' allegations, the GS found no reverse danger arising from suspending the effectiveness, via interim measure, of the new WhatsApp Business Terms. It pointed out that although the Appellants alleged that use of the WhatsApp Business API could cause infrastructure problems, Meta still allowed AI Providers to continue offering their services via WhatsApp until January 15, 2026, with the new Terms published in October 2025.

129. Furthermore, the GS stated that a similar measure was applied by the *Autorità Garante della Concorrenza e del Mercato* in Italy last December and, up to the time of granting the interim measure, there was no report of any real harm to WhatsApp's operation.

130. The General Superintendence's understanding is clear and requires no correction.

131. Indeed, it does not seem logical that the Appellants would allow use of the WhatsApp Business API for additional periods as set in the new Terms if the immediate need to suspend its use were so urgent to prevent alleged infrastructure damage.

132. Moreover, I add that there are no reports of real harm to WhatsApp's operation since the similar decision by the Autorità Garante della Concorrenza e del Mercato in Italy. On the contrary, in Italy WhatsApp may now charge for third-party chatbots' use of its Business API. That is, WhatsApp not only "adapted" quickly to the changes, but chatbots continue using the WhatsApp API with no reported infrastructure damage.

133. In light of this, on a preliminary basis, I find no reverse periculum in mora from the interim measure applied in the terms proposed by the GS.

VII. FINAL REMARKS

134. I must emphasize that the issue presented here is not exclusive to the Brazilian market. In fact, as it involves conduct perpetrated by a global conglomerate, it is expected that different national competition authorities will exercise jurisdiction over the conduct.

135. Most relevantly, it is indispensable to cite the action of the Italian authority—the Autorità Garante della Concorrenza e del Mercato. Pioneeringly, the AGCM initiated an investigation into Meta's conduct and subsequently acted swiftly by also imposing a interim measure requiring suspension of the terms of use that excluded competing chatbots from WhatsApp.

136. More recently, due to the interim measure imposed by the Italian authority, Meta announced it would start charging AI chatbot providers monetarily for offering services within WhatsApp. According to reports in specialized portals, the charge will be approximately five euro cents per message—which could translate into significant costs for rivals.

137. There have also been developments at the European Commission level. In February 2026, the European Commission sent its Statement of Objections to Meta, opening a deadline for the company to respond before imposing a interim measure.

138. As I clarified at the beginning of this opinion, the present judgment does not concern the merits of the investigation still being conducted in the Administrative Inquiry at the General Superintendence. This is the moment to analyze and judge market strategies and business plans. However, I cannot fail to note the relevance of the fact that, in Italy, Meta intends to adopt a pricing strategy that may also have exclusionary effects. Thus, I find

it appropriate to suggest that the GS include in its investigation scope the study of paid authorizations for chatbot use and potential market effects.

139. Finally, it also seems reasonable that authorizations for chatbots to operate within WhatsApp do not serve as a “blank check” for AI solution providers to fail to comply with other relevant legislation governing their activities. Thus, I recommend that the GS, during the Administrative Inquiry instruction phase, verify whether chatbot providers comply with all applicable legislation, as well as what ethical standards are used in providing generative artificial intelligence services.

VIII. DECISION

140. For all the above, I recognize the Voluntary Appeal filed by Appellants WhatsApp LLC and Facebook Serviços Online do Brasil Ltda. and, on the merits, deny it. Accordingly, I vote for the full maintenance of the interim measure imposed by the General Superintendence in Dispatch SG No. 2/2025 (SEI 1687715), requiring a return to the status quo ante as of the GS’s interim measure decision.

141. In its Interim Measure, the GS ordered the suspension and non-application of the new WhatsApp Business Terms of Use pending a merits decision by CADE. However, with the judicial preliminary injunction granting suspensive effect to this Voluntary Appeal, the Appellants were able to begin applying the new Terms of Use, even though said injunction was later revoked.

142. Thus, I clarify that, for purposes of complying with the Tribunal’s decision on the Voluntary Appeal, it is insufficient for the Appellant merely to refrain from applying the new Terms of Use; it must ensure mechanisms so that chatbots excluded after the new terms’ implementation (due to the judicial decision) can resume their activities on WhatsApp as they were doing at the time of the GS’s Interim Measure decision.

143. In this manner, the Appellants must suspend the application of the Terms of Use under comment in Brazil and refrain from applying them until a final merits decision in the administrative proceeding.

144. I grant a 5 (five) consecutive day period, starting from the publication of the judgment minutes in the Official Gazette of the Union, for the Appellants to comply with the measures established here.

145. I further order the immediate sending of a copy of this decision to the 20th Federal Court of the Federal District for notice.

146. THIS IS MY OPINION.

Brasília, DF – March 4, 2026

CARLOS JACQUES VIEIRA GOMES

Reporting Commissioner