

Data Privacy Guideline for use of “WhatsApp for Business”

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1. Context:

Several digital initiatives such as, Applicant Tracking System (ATS), Digital Therapeutics (DTx) and other Sales and Marketing related initiatives at Dr. Reddy’s utilize ‘WhatsApp for Business’ as a channel for a one-way communication or a two-way interaction with stakeholders such as healthcare professionals, end-users/ consumers, DRL employees etc. This may involve Dr. Reddy’s owned WhatsApp for Business account, or an account owned and managed by a third-party on behalf of Dr. Reddy’s (collectively referred to as “account”).

While ‘WhatsApp for Business’ is a standard offering, a lack of a common understanding on potential Data privacy risks associated with its use and a structured approach towards minimizing such risks is necessary so we can protect interests of both Dr. Reddy’s as well as those individuals whose personal information is processed by/for us using the channel.

2. Purpose:

To list the necessary considerations that must be made for the use of “WhatsApp for Business” by Dr. Reddy’s or by a third party on Dr. Reddy’s behalf, to minimize any Data Privacy and Legal risks associated with the use of the channel.

3. Scope:

The guidelines apply to all countries where the ‘WhatsApp for Business’ channel is being deployed by Dr. Reddy’s and its subsidiaries and affiliates. WhatsApp for personal use is out of scope of this guideline.

4. Target Audience:

DPEX Project owners, Digital Health, Information Security, Legal, Corporate Communications, Digital Governance, and anyone else responsible for implementation of WhatsApp for Business solution for Dr. Reddy’s.

5. List of Considerations:

#	What and When	Why	How
1	<p>Consent</p> <p>What – An explicit consent from users to allow us or a third-party on our behalf to communicate / interact using WhatsApp for Business.</p> <p>When – Before or at the time of collection of personal information of users including their mobile number. If their mobile number has already been collected for other purposes, consent for this purpose</p>	<p>To meet requirements under applicable DP laws and where possible provide a choice to users.</p> <p>* This consent obligation is on Dr. Reddy’s and is not covered within WhatsApp terms and condition.</p>	<p>By implementing a consent form (per applicable law) and a consent moment - preferably captured electronically.</p> <p>Note – The Consent language must include a reference to the fact that the user’s personal information will also be processed by WhatsApp based on their WhatsApp Business Terms (the individual must be provided a link to the terms)</p>

#	What and When	Why	How
	must be obtained before initiating any interactions.		
2	<p>Withdrawal of Consent</p> <p>What – A mechanism to ‘opt-out’ from receiving communication or interacting using WhatsApp for Business.</p> <p>When – Prior to initiating interaction with the users</p>	As per the requirements under DP laws users should have a choice to withdraw consent at any point of time (in this case Opt-out from using the channel).	<p>By utilizing appropriate mechanisms such as:</p> <ul style="list-style-type: none"> - Profile based option to disable use of WhatsApp for Business, such as Block. - the feature which allows users to reply with ‘Stop’ to stop receiving messages. - Send email to withdraw consent. <p>Note: Each withdrawal of consent (irrespective of the way it was exercised) will have to be logged from the backend by the product team and accordingly the team will have to cease any communication via WhatsApp to the individual.</p>
3	<p>Transfer of Personal Information</p> <p>What – Ensure compliance with requirements related to cross-border transfer of personal data (within Dr. Reddy’s and that to third-party incl. WhatsApp)</p> <p>When – At the time of signing the agreement with third-party and prior to implementation of the channel.</p>	To comply with relevant requirements under applicable DP laws e.g. EU data transferred outside of EU should be done only post implementation of Standard Contractual Clauses (SCC’s)	<p>By implementing Inter-company agreements or Data Transfer Agreements such as SCCs with third parties and by informing the users of such transfers at the time of collecting their consent.</p> <p>Note – Cross-border transfer of personal information by WhatsApp is covered in the WhatsApp Business Terms which must be referred to in the notice/ consent given by the users.</p>
4	<p>Protection of Personal Information – Classification and Secure storage</p> <p>What – Secure storage of Personal Information (received or collected through the channel) outside of WhatsApp</p> <p>When – Prior to the personal information (received through the Channel) being downloaded, transferred, or stored outside of WhatsApp for Business.</p>	To prevent breach or misuse of such personal information.	<p>Classify and secure such personal information in line with DRL’s ISMS policies available on ihub. Consult Information Security team for guidance.</p> <p>Note – WhatsApp does not warranty compliance with confidentiality of Sensitive Personal Information such as health and financial data, as required under applicable Data Protection laws should not use of WhatsApp of Business to process such types of data is discouraged.</p>

#	What and When	Why	How
5	<p>Protection of Personal Information – Access Management</p> <p>What – Ensure that access to the WhatsApp for Business Account (whether managed by Dr. Reddy’s or a third-party on its behalf) is restricted to those with a need-to-know, at all times.</p> <p>When – Through-out the use of such WhatsApp for Business Account.</p>	<p>To ensure confidentiality of personal information of users and to prevent risk of unauthorized access or misuse leading to breach.</p>	<p>By establishing a process to manage access to such an account.</p> <p>By including appropriate terms in the agreement with the third-party implementing such an account on our behalf.</p>
6	<p>Contractual Terms with Third Parties</p> <p>What – Appropriate legal and contractual considerations must be made when a third-party is implementing a WhatsApp for Business based solution on behalf of Dr Reddy’s. Relevant obligations must be passed on to the third party which includes but is not limited to:</p> <ul style="list-style-type: none"> • Ensuring consents are in place prior to contacting the users. Where required consent logs will need to be maintained • Implement a mechanism to opt-out from receiving messages using WhatsApp for Business. All requests to Opt-out must be fulfilled. • Ensure access to WhatsApp Business Account is restricted to authorized third-party personnel only, who are trained on Data Privacy • Ensure personal data downloaded or extracted from WhatsApp is kept secured in line with our standards. • All personal data must be used only for agreed purposes and must be retained only as long as necessary for such purposes. • Personal information collected via WhatsApp for Business is not transferred to third party vendors or to another location without a prior written confirmation from Dr. Reddy’s <p>When – Prior to contract signing and before implementing WhatsApp for Business.</p>	<p>To protect Dr. Reddy’s interest by not taking on obligations for any activities which are responsibilities of the third party as part of the agreed scope of the project. To indemnify Dr. Reddy’s of any misuse or breach of Personal Information.</p>	<p>By implementing appropriate terms of use as it relates to use of WhatsApp for Business Account.</p>

#	What and When	Why	How

6. Appendix:

WhatsApp Business terms: <https://www.whatsapp.com/legal/business-terms/>

Privacy and Security for Business messages: <https://faq.whatsapp.com/1148840052398648>