



Common Market for Eastern
and Southern Africa

COMESA Competition & Consumer Protection Commission
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FORM 1

COMPETITION COMPLAINT

This Complaint/Request for investigation is **BROUGHT UNDER Regulation 67, Regulation 68(1)(a) and Regulation 68(1)(b)** of the ***COMESA Competition and Consumer Protection Regulations, 2025*** **FOR** violations of ***Regulation 36(1)(a), (b) and (c)*** of the ***COMESA Competition and Consumer Protection Regulations, 2025*** **BY** Meta Platforms Inc. and Meta Platforms Ireland Limited which hold a dominant position in the market for consumer communication services via apps in the COMESA Region pursuant to ***Regulation 35(1)*** and ***Regulation 35(5)(e)*** of ***COMESA Competition and Consumer Protection Regulations, 2025***.

1. DETAILS OF THE COMPLAINANT:

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Address and name of contact person: [REDACTED]		
Phone: [REDACTED]	Fax: [REDACTED]	Email: [REDACTED]
Brief description: <i>A private Competition practice firm incorporated in the Republic of Uganda and operating within the COMESA region, with a mandate to advance competition law and policy across Uganda, the East African Community, and the COMESA region through strategic litigation and policy advocacy initiatives aimed at promoting competition compliance and fostering the development of existing and emerging markets.</i>		



2. FIRST RESPONDENT:

Full Names: <u>META PLATFORMS INC.</u>		
Address/Location: 1 Hacker Way Menlo Park, California 94025 United States of America		
Phone: +1 650 543 4800	Fax: 	Email: info@meta.com / legal@meta.com
Website: https://www.meta.com		

3. SECOND RESPONDENT:

Full Names: <u>META PLATFORMS IRELAND LIMITED</u>		
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Phone: +353 1 853 8500	Fax: 	Email: ireland@meta.com / legal@meta.com
Website: https://www.meta.com		



4. DETAILS OF THE COMPLAINT:

3.1. CORE ALLEGATIONS:

This Complaint concerns amendments introduced in *October 2025* by *Meta Platforms Inc.* and *Meta Platforms Ireland Limited* to the *WhatsApp Business Solution Terms*, which exclude third-party providers of general-purpose artificial intelligence chatbot services such as *OpenAI (ChatGPT)*, *Google Gemini*, *Microsoft Copilot*, *Perplexity*, *Poke*, and *Luzia* from accessing WhatsApp across the COMESA region, while preserving and preferentially integrating Meta AI on the platform. The Complainant submits that this conduct raises serious concerns under the ***COMESA Competition and Consumer Protection Regulations, 2025***, as it is capable of restricting the cross-border provision of digital services within the Common Market and foreclosing competition in existing and emerging AI markets within the region.

The following are the Core Allegations;

- a) The Complainant alleges that Meta Platforms Inc., together with its subsidiary Meta Platforms Ireland Limited, has engaged in conduct amounting to an abuse of a dominant position in violation of ***Regulation 36(1)(a), (b) and (c) of the COMESA Competition and Consumer Protection Regulations, 2025.***
- b) The alleged abuse arises from Meta's unilateral amendment of the WhatsApp Business Solution Terms in October 2025, which excludes providers of general-purpose artificial intelligence chatbot services from accessing or using the WhatsApp platform, while preserving and preferentially integrating Meta's own AI service (Meta AI).
- c) The Complainant alleges that this conduct constitutes a refusal to grant access to a critical distribution channel, namely WhatsApp, which Meta controls and in respect of which it holds a dominant and durable market position within the COMESA region.
- d) The exclusion of third-party AI chatbot providers, combined with the continued availability and enhanced technical integration of Meta AI, amounts to self-preferencing and leveraging of dominance from the market for consumer



communication services via apps into the adjacent market for general-purpose AI chatbot and AI assistant services.

- e) The Complainant further alleges that the impugned conduct is capable of foreclosing competition, reducing consumer choice, and hindering innovation, particularly in fast-evolving AI markets characterised by strong network effects and reliance on access to large-scale digital platforms.
- f) Given WhatsApp's exceptional penetration and habitual use across COMESA Member States, the exclusion of competing AI chatbot services is capable of producing market tipping, user lock-in, and irreversible competitive harm that cannot be remedied ex post.
- g) The Complainant alleges that it is in public domain that Meta failed to demonstrate that the complete exclusion of third-party AI chatbot providers is indispensable to achieve any legitimate technical, security, or efficiency-related objective, and that less restrictive alternatives were reasonably available.
- h) On this basis, the Complainant submits that the conduct complained of establishes a *prima facie* infringement of the COMESA Competition and Consumer Protection Regulations, warranting interim intervention and a full investigation by the Commission.

3.2. FACTUAL BACKGROUND:

- a) That in 2018, Meta, through WhatsApp, launched *WhatsApp Business* with the objective of enabling small and medium-sized businesses to communicate with their customers more efficiently via WhatsApp.
- b) That since 2018, Meta has offered businesses a range of tools to facilitate and strengthen communications with customers, including the *WhatsApp Business Application Programming Interface (WhatsApp Business API)*, which enables business users to interact programmatically with WhatsApp consumer users.



- c) That since its launch, the WhatsApp Business API has developed into a widely used business solution adopted by a broad range of undertakings to manage customer engagement, including automated and conversational interactions.
- d) That WhatsApp Business Solutions constitute the software tools that enable undertakings holding a WhatsApp Business account to communicate and interact with WhatsApp consumer users.
- e) That on **15 October 2025**, Meta amended the contractual conditions governing the WhatsApp Business Solution by introducing provisions specifically addressed to undertakings offering AI chatbot services.
- f) That through amendments made, Meta announced a new policy **prohibiting providers of artificial intelligence services from accessing or using the WhatsApp Business Solution** to make AI chatbot services available to WhatsApp end users. The text of the terms stated as follows;

“WhatsApp Business Solution Terms: “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” (Attached is a copy of the terms marked “A”)

- g) That Meta introduced into the WhatsApp Business Solution Terms a dedicated section entitled “AI Providers”, which expressly prohibits providers of artificial intelligence and machine-learning technologies from accessing or using WhatsApp where such technologies constitute the primary functionality offered to end users.

- h) That under the revised WhatsApp Business Solution Terms, providers of general-purpose AI chatbots, including those based on large language models and generative AI systems, are strictly prohibited from using WhatsApp, directly or indirectly, to provide such AI services to end users when those services constitute the primary functionality offered.
- i) That Meta implemented the new policy through an update to the WhatsApp Business API terms and conditions applicable to business users.
- j) That as of **15 October 2025**, the revised terms immediately applied to AI providers not previously present on WhatsApp, thereby preventing them from making AI chatbot services available to end users through the platform. (Foreclosed new entrants)
- k) That as of **15 January 2026**, the revised terms shall apply to AI providers already operating on WhatsApp, with the effect that general-purpose AI chatbots other than Meta AI will no longer be accessible to WhatsApp end users.
- l) That as of **15 January 2026**, the exclusion of competing AI chatbot services applies without exceptions, limitations, or transitional arrangements of any kind.
- m) That the complainant contends that as a result of the new policy, competing AI chatbot providers such as ChatGPT, Copilot, Perplexity etc, are effectively blocked from reaching their users through WhatsApp, while Meta's own AI service, *Meta AI*, remains accessible on the platform which is in violation of **Regulation 36(1)(a), (b) and (c)** of the **COMESA Competition and Consumer Protection Regulations, 2025**.
- n) That WhatsApp has been modified through the introduction of features such as an “Ask” button within the search bar and an “Ask Meta AI” option when forwarding messages, thereby further integrating Meta AI into core WhatsApp functionalities. (**Attached is a screenshot of the interface marked “B”**).
- o) That the revised WhatsApp Business Solution Terms prohibit providers of artificial intelligence technologies from accessing or using WhatsApp to make such AI services available to end users when those services constitute the primary functionality offered



through the platform and are in contravention of **Regulation 36(1)(a), (b) and (c)** of the **COMESA Competition and Consumer Protection Regulations, 2025**.

- p) That these contractual amendments may amount to a refusal to grant access insofar as they prevent competing AI chatbot providers from accessing WhatsApp's extensive user base, thereby distorting competitive dynamics to Meta's advantage within the COMESA region.
- q) That Meta holds a dominant position in the market for consumer instant messaging services via apps, in particular with respect to WhatsApp and the tying of Meta AI to WhatsApp, combined with the exclusion of competing general-purpose AI chatbots through contractual restrictions, is capable of leveraging such dominance into the adjacent market for AI chatbot and AI assistant services within the COMESA region.
- r) That the conduct at issue appears *prima facie* capable of restricting competition by foreclosing access to a key entry point, thereby strengthening Meta AI's position to the detriment of competing services and innovation which is in violation of **Regulation 36(1)(a)** of the **COMESA Competition and Consumer Protection Regulations, 2025**.
- s) That it is in public domain that Meta has not demonstrated that the complete exclusion of general-purpose AI chatbot providers from WhatsApp is indispensable to achieve legitimate technical, security, or efficiency-related objectives.
- t) That less restrictive measures were reasonably available, including technical limitations, differentiated pricing schemes, or capacity management solutions, which would have allowed continued access for third-party AI chatbots while safeguarding the integrity and performance of the WhatsApp service.
- u) That prior to the amendments adopted in October 2025, WhatsApp had been open to the use of AI chatbot services as a means of reaching end users.



- v) That as **early as 2022**, Meta publicly encouraged the development of conversational AI chatbots on WhatsApp, presenting such services as the future of communication and digital services on the platform.
- w) That under the WhatsApp terms and conditions in force as of **16 February 2024**, no limitations existed on the use of third-party AI chatbots, and business users were required only to provide standard company information and accept the applicable terms.
- x) That until **November 2024**, Meta applied a specific pricing scheme under which AI chatbot providers paid fees to Meta for conversations conducted with end users on WhatsApp.
- y) That with effect from **1 November 2024**, Meta unilaterally discontinued this pricing scheme and expressly established that service messages would be free of charge for all businesses, including AI-enabled conversational experiences.
- z) That the exclusion of third-party AI chatbot providers from WhatsApp would result in a rapid and irreversible loss of users, network effects, and accumulated interaction data, which cannot be effectively recovered through alternative distribution channels within a reasonable timeframe.
- aa) That it is in public domain that OpenAI and other independent AI chatbot providers raised concerns directly with Meta regarding the restrictive impact of WhatsApp's revised terms. These engagements did not lead to any accommodation or modification of the policy, which continued to be applied notwithstanding its exclusionary effects.¹
- bb) That some AI chatbot operators also highlighted that Meta gave them a very short timeframe within which they were required to shut down their activity on WhatsApp².

3.2.1. The Meta AI Chatbot on WhatsApp

Meta AI was integrated into WhatsApp as of **March 2025** through Meta's established platform integration process, granting WhatsApp users access to Meta AI with levels of

¹ Reference is made to OpenAI's application for participation in the proceedings by the the Italian Competition Authority (AGCM) in **Case A576** against Meta for deciding "to pre-install its artificial intelligence service [(Meta AI)] on the WhatsApp app. (Page 8 of the judgement), accessed via:

https://en.agcm.it/dotcmsdoc/pressrelease/A576_adoz%20misure%20cautelari_omi_signed_signed.pdf

² Reference is made to OpenAI's Second Part of the Information Provided in Response to a Request for Information in the proceedings by the the Italian Competition Authority (AGCM) in **Case A576** against Meta for deciding "to pre-install its artificial intelligence service [(Meta AI)] on the WhatsApp app. (Page 8 of the judgement), accessed via:

https://en.agcm.it/dotcmsdoc/pressrelease/A576_adoz%20misure%20cautelari_omi_signed_signed.pdf

access, visibility, and functionality that were materially broader and more prominent than those available to competing AI chatbot services.

3.2.2. Other General-purpose AI Chatbots currently present on WhatsApp other than Meta AI

Several operators have, since at least **2023**, made sustained and significant use of the WhatsApp platform to reach and interact with end users present on the platform. (*Attached is information on OpenAI's website about the use of ChatGPT on Whatsapp, marked "C"*)³

That alongside Meta AI on WhatsApp, there are other AI chatbot services, including both smaller providers that entered the market more recently and lack independent, established distribution channels, as well as larger providers that operate through other consolidated distribution channels.

Table 01: Table showing some of the AI Chatbots currently present on WhatsApp;

AI Chatbot present	Ownership	Availability of distribution channels
ChatGPT	OpenAI	Has other consolidated distribution channels beside Whatsapp.
Copilot	Microsoft	Has other consolidated distribution channels beside Whatsapp.
Perplexity	Independently owned by Perplexity AI	Has other consolidated distribution channels beside Whatsapp.
Luzia	Elcano	Lacks other consolidated distribution channels beside Whatsapp. (New in market)
Poke	Interaction	Lacks other consolidated distribution channels beside Whatsapp. (New in market)

³ Source: <https://help.openai.com/en/articles/10193193-1-800-chatgpt-calling-and-messaging-chatgpt-with-your-phone>

3.2.3. Prior resistance to Meta's move by AI Chatbots already on Whatsapp;

***OpenAI's position**

OpenAI's position is that the exclusion of ChatGPT from WhatsApp, in addition to forcing a re-channeling of users, would preclude access to important categories of users, with a restriction of their freedom of choice and a foreclosure of the contestability of the channel.⁴

In particular, OpenAI noted that “*WhatsApp is a fundamental channel for reaching users of AI services. Users perceive the use of an AI assistant on WhatsApp as distinct and complementary to apps*”, and that within a few months “... since its launch at the end of 2024, ChatGPT on WhatsApp has recorded tens of millions of users globally, a large proportion of whom are weekly active users (WAU). For the most part, ChatGPT users on WhatsApp are new and had never used ChatGPT before. OpenAI had not acquired them via the app or the web interface. Almost all of these users use ChatGPT only on WhatsApp.⁵

According to OpenAI, the announced restrictions and the pervasive integration of Meta AI on WhatsApp hinder users from switching to other competing AI services. Indeed, ChatGPT's experience shows that “*one of the most powerful drivers of growth, including on WhatsApp, is word of mouth: people tend to start using the service because friends, family members or colleagues already do so or recommend it. As users increase within their social circle, a person adopts an AI assistant, which thus becomes even more familiar and integrated into daily life.*⁶

⁴ Reference is made to OpenAI's application for participation in the proceedings by the the Italian Competition Authority (AGCM) in **Case A576** against Meta for deciding “to pre-install its artificial intelligence service [(Meta AI)] on the WhatsApp app. (Page 24 of the judgement), accessed via:

https://en.agcm.it/dotcmsdoc/pressrelease/A576_adoz%20misure%20cautelari_omi_signed_signed.pdf

⁵ ibid

⁶ ibid



3.3. ASSOCIATED RELEVANT MARKETS:

Pursuant to **Regulation 35** of the **COMESA Competition and Consumer Protection Regulations, 2025**, the complainant invites the Commission to identify two distinct relevant product markets in respect to this complaint, namely:

- 1) the market for consumer communication services via apps;
- 2) the market for AI services for general-purpose queries (hereinafter also “Chatbots” or “AI Assistants”).

The Complainant therefore contends that;

- i. The ***relevant product market*** should be determined as the *market for consumer instant messaging services* via mobile applications, in which WhatsApp holds a leading and durable position.
- ii. The ***adjacent market*** affected by the conduct to be investigated is the market for *general-purpose AI chatbots and AI assistants* intended for end users, which is characterised by rapid innovation, strong network effects, and high relevance of distribution channels.
- iii. Access to WhatsApp constitutes a **critical competitive parameter for AI chatbot providers**, as it allows them to reach users within a familiar digital environment, without requiring additional downloads or changes in user behaviour.
- iv. The exclusion of third-party AI chatbots from WhatsApp is therefore capable of producing immediate foreclosure effects, reducing user choice, weakening competitive pressure on Meta AI, and discouraging innovation by both existing and potential market entrants.

Foundational Analysis:

3.3.1. The market for consumer communication services via apps:

- a) Consumer communication services via apps (for example, WhatsApp, Facebook Messenger, Snapchat, Telegram and Viber) are multimedia communication services that enable people to connect with friends, family members and other contacts in real time.
- b) The complainant invites the Commission to take cognizance of the fact that there are important differences between *social network services* and *consumer communication services via apps*, although there is a certain degree of overlap between those categories



of services. (*Reference can be made to the Facebook/WhatsApp (Case M.7217) Decision of the European Commission of 3 October 2014, at paragraph 61.*)⁷

- c) In particular, on the one hand, *Social network services* allow users to interact and share content with a wide audience, offering a broad and public social experience. In contrast, *instant messaging services* focus on private, direct, and more personal communication between individual users or small groups.

3.3.2. The market for AI services for general purpose queries;

- a) With regard to the definition of the relevant market for AI chatbots, the Complaint submits that the Commission should take into account the rapid development and continuous evolution of chatbot and AI assistant services. From a product perspective, the relevant market currently encompasses AI chatbot and AI assistant services for general-purpose queries.
- b) These services are based on generative artificial intelligence systems, typically built on large language models (LLMs), which are capable of generating new content in response to user inputs or prompts.
- c) Importantly, AI chatbot and AI assistant services constitute **a distinct product market from messaging services**. The two services differ fundamentally in their technological characteristics, core functionalities, and user demand. While messaging services are primarily designed for interpersonal communication, AI chatbot services are intended to provide automated, general-purpose intelligence and assistance.
- d) This distinction is further confirmed by the fact that AI chatbot and AI assistant services are widely offered as standalone products, independent of messaging platforms and without any necessary vertical integration with them.
- e) Accordingly, messaging services do not constitute a close substitute for AI chatbot and AI assistant services from a demand-side or supply-side perspective.

⁷ In **Facebook/WhatsApp (Case M.7217) Decision of the European Commission (3 October 2014)**, the EU Commission noted in paragraph 61 that, “Based on the above, the Commission concludes that while consumer communications apps like Facebook Messenger and WhatsApp offer certain elements which are typical of a social networking service, in particular sharing of messages and photos, there are important differences between WhatsApp and social network services, as described in paragraphs (50) and (53)-(56).”



3.3.3. Geographic Definition of the Market for Consumer Communication Services via Apps (COMESA);

- a) As regards the geographic scope of the market for consumer communication services via apps, the Complainant contends that such services most notably WhatsApp and comparable over-the-top (OTT) communication applications are inherently cross-border and globally available, including throughout the COMESA region.
- b) These services are offered to users uniformly across COMESA Member States, without any material territorial restrictions, and can be downloaded and used by consumers in each Member State through global application stores.
- c) AI Chatbot services are generally offered through digital channels, such as mobile applications, web interfaces and messaging platforms, available in multiple countries and under largely homogeneous access conditions. Most of the main providers operate on a global basis, with product characteristics, pricing structures and service offerings that are uniform within the COMESA region.
- d) Accordingly, the Complainant submits that the relevant geographic market for consumer communication services via apps extends across the COMESA region, and may be considered at least regional in scope, if not global, for the purposes of competition law assessment. (*For guidance, reference may be made to the decision in Facebook/WhatsApp (Case M.7217), Decision of the European Commission of 3 October 2014, in particular paragraphs 64, 65, and 68.*)⁸

3.3.4. META'S DOMINANT POSITION

The undertakings concerned being digital markets, the Complainant invites the Commission to consider ***Regulation 35(2)(e)*** of the ***COMESA Competition and Consumer Protection Regulations, 2025*** in determining Meta's dominance.

Meta is active in the market for consumer communication services via applications through its ownership and operation of WhatsApp and Facebook Messenger. WhatsApp is the leading operator, and Meta holds a dominant position at both the African and COMESA levels, with a

⁸ In ***Facebook/WhatsApp (Case M.7217) Decision of the European Commission (3 October 2014)***, the EU Commission noted in paragraph 64 that, “*It is common for the same social networking services to be available throughout the world, or at least in most geographic regions, given the global scope of the Internet*”. In paragraph 68 it concluded that, “*the geographic scope for the market for social networking services is at least the European Economic Area (EEA)-wide, if not worldwide.*”



consistently large and durable market share that significantly exceeds that of competing consumer communication services via apps.

Table 02 – Estimated WhatsApp Usage in Selected COMESA Member Countries;

COMESA member state	WhatsApp estimated usage
Kenya	~97% of internet users use WhatsApp ⁹
Uganda	~33% of internet users. Reported most dominant with 10 million users as of September 2025. ¹⁰
Zimbabwe	~44% of internet users use WhatsApp. (Dominant) ¹¹
Egypt	~65.9% of internet users. Reported most dominant with 56 Million users as of 2025. ¹²
Congo	~30.7% of internet users use WhatsApp (dominant) as of January 2025 ¹³

On the basis of the estimated usage figures set out in *Table 1*, WhatsApp holds a markedly higher market share than any other consumer communication service via apps, including Telegram, Facebook Messenger, Snapchat, Viber, and other comparable messaging platforms in the selected COMESA Member States, confirming WhatsApp's position as the dominant provider of consumer messaging services across these markets.

In light of the above, the Complainant prays that it is concluded that Meta holds a dominant position in the market for consumer communication services via apps in the COMESA Region.

⁹ According to according to **GSMA Intelligence** and **GlobalWebIndex** via **DataReportal**.

¹⁰ Uganda Communications Commission Market Performance Report for-Q3-2025-Sep-2025 (Access: <https://www.ucc.co.ug/wp-content/uploads/2025/11/UCC-Market-Report-for-Q3-2025-Sep-2025.pdf>)

¹¹ WhatsApp Statistics for 2025 by **Rasayel**. Access: <https://learn.rasayel.io/en/blog/whatsapp-user-statistics/>

¹² Egypt WhatsApp usage: <https://www.demandsage.com/whatsapp-statistics/>

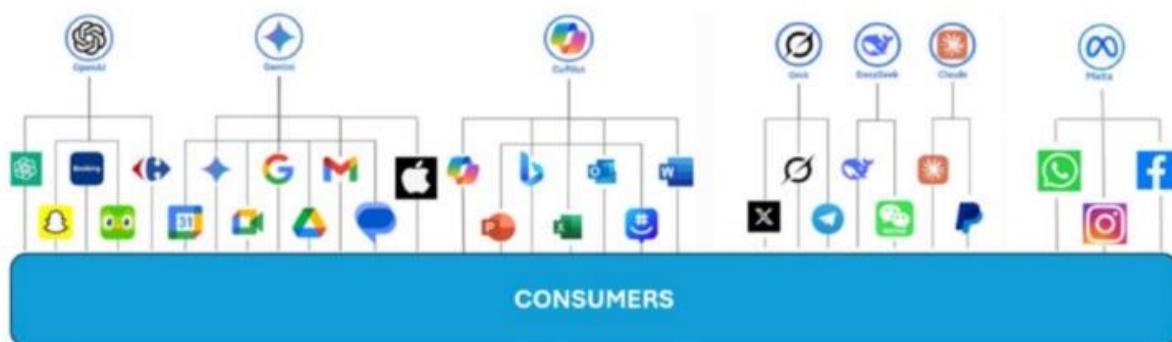
¹³ Congo WhatsApp usage: <https://www.ooma.com/blog/the-most-popular-messaging-apps-by-country/>



3.4. THE COMPETITIVE CONTEXT OF THE MARKET FOR CHATBOT OR AI ASSISTANT SERVICES;

- a) In recent times, several Chatbots and AI Assistants have been launched on the market.
- b) A **first group** can be traced back to companies that develop and train their own foundation models, such as Google's Gemini, Microsoft's Copilot and OpenAI's ChatGPT, as well as Meta's own Meta AI.
- c) A **second group**, by contrast, can be traced back to companies specialising exclusively in the development of Chatbots and AI Assistants. Typically, these companies, unlike those in the first group, do not train their own foundation models. Instead, they integrate already trained foundation models into their Chatbots and AI Assistants.
- d) It should be noted that the development of AI systems requires considerable computing capacity and power, large sets of high-quality data and a highly specialised workforce which, also because they require the availability of substantial financial resources, constitute significant **barriers to entry**.
- e) In this context, large digital platforms such as Google, Amazon, Microsoft and Meta itself, more than other companies, have access to the resources necessary for this purpose (data, computing power, specialised workforce, investments).
- f) In light of the substantial resources required for the development and training of foundation models, it is appropriate to note the importance of emerging services specialised exclusively in the development of Chatbots and AI Assistants using already trained foundation models. These services in fact make it possible to expand the range of services available to consumers.

Figure 1 – Overview of access channels to Chatbots and AI Assistants



- g) At present, no prevailing form of monetisation emerges. In the case of Meta AI, the service currently appears to be free of charge for all different types of customers. By contrast, the ChatGPT, as well as other services (such as Perplexity, Grok etc), are already offered partly free of charge and partly through paid subscriptions. Therefore, the profitability of Chatbot and AI Assistant services is affected not only by the costs of the service development phase but also by the costs arising from user usage.

3.5. EFFECT OF THE IMPUGNED CONDUCT ON COMPETITION WITHIN THE COMESA REGION

The complainant contends that the conduct complained of is liable to affect trade between Member States and within the Common Market to a significant and appreciable extent, for the following reasons;

- a) The exclusion of third-party AI chatbots restricts cross-border provision of digital services in violation of Regulation 36(1)(a), (b) and (c) of the COMESA Competition and Consumer Protection Regulations, 2025**

AI chatbot providers typically operate on a regional or global basis, serving users located in multiple COMESA Member States from a single technical infrastructure. The revised WhatsApp Business Solution Terms prevent AI chatbot providers established in one Member State from offering services to users in other Member States via WhatsApp, thereby: limiting the cross-border supply of AI services; reducing opportunities for regional scaling by AI innovators, fragmenting the Common Market for digital and AI-enabled services. This directly undermines the free movement of AI chatbot services and digital trade within the COMESA region.

- b) Foreclosure of WhatsApp as a key regional distribution channel distorts intra-COMESA competition which is in violation of Regulation 36(1)(a), (b) and (c) of the COMESA Competition and Consumer Protection Regulations, 2025.**

WhatsApp constitutes a **critical gateway** to consumers across COMESA due to its extremely high penetration, habitual use, and strong network effects. By foreclosing access to this gateway for all general-purpose AI chatbot providers except Meta AI, Meta:

- i. Distorts competitive conditions across Member States;*



- ii. *Prevents AI service providers from competing on equal terms within different national markets;*
- iii. *Alters patterns of trade and user adoption throughout the region.*

The effect is not limited to one country but reshapes competitive dynamics across multiple Member States simultaneously, which is precisely the type of distortion COMESA competition rules seek to prevent.

c) Risk of regional market tipping and irreversible trade effects

Given the strong *network effects* and user lock-in associated with messaging platforms and AI assistants, the complained-of conduct is capable of producing irreversible market tipping across COMESA. Once users in multiple Member States become accustomed to Meta AI as the sole AI assistant on WhatsApp:

- i. *Competing AI services will face structural barriers to re-entry;*
- ii. *Cross-border trade in competing AI services will be permanently reduced;*
- iii. *The Common Market will become less contestable and less innovative.*

These effects cannot be confined to a single jurisdiction and necessarily affect trade within the Common Market as a whole.

d) Preferential integration of Meta AI amplifies regional trade distortion

The preferential technical integration of Meta AI into WhatsApp's core functionalities (including search and message forwarding) strengthens Meta AI's position uniformly across all Member States. This creates a region-wide competitive advantage that no third-party AI provider can replicate, regardless of its country of establishment. Such conduct alters the structure of digital services trade within COMESA, favouring a single vertically integrated provider and marginalising independent cross-border service supplier.

e) Meta's conduct would also have repercussions on the development of AI services on other distribution channels within the COMESA region, since it:

- i. *deprives competitors of a decisive growth factor and of the possibility of accessing groups of users who do not use apps or web interfaces;*
- ii. *forcibly exposes WhatsApp users in the COMESA region to interaction with Meta AI, generating potential capture and dependency effects linked to consumer inertia;*



iii. *allows Meta AI to adapt and optimise its functionalities in an increasingly targeted manner to users' needs and preferences (training and personalisation effect).*

3.6. SUBMISSIONS ON EXISTENCE OF A PRIMAFACIE CASE:

The Complainant contends as follows;

- a) That Meta's conduct appears, already on a prima facie assessment, to constitute a possible infringement of **Regulation 36(1)(a), (b) and (c) of the COMESA Competition and Consumer Protection Regulations, 2025**, in the form of a refusal by Meta to allow providers of AI chatbot services (competitors of Meta) to access the WhatsApp platform for the purpose of offering such services to end users.
- b) That Meta holds a dominant position in the market for consumer communication services via apps within the COMESA region, in particular through WhatsApp. In 2025, WhatsApp reached more than **1.6 billion** users worldwide. Meta's market share in the market for communication services via apps exceeds **60%**, while its closest competitors hold significantly lower shares. This position is not meaningfully contestable due to strong direct network effects and significant switching costs linked to users' established communication networks and habits.
- c) That any undertaking seeking to use WhatsApp as a channel to offer AI chatbot services is subject to the general contractual conditions set out in the WhatsApp Business Solution Terms.
- d) That the amendments unilaterally introduced by Meta result in the exclusion of AI chatbot providers from the platform, with immediate effect for undertakings not present on WhatsApp as of 15 October 2025, and with effect from 15 January 2026 for undertakings already operating on the platform. This conduct entails both the abrupt termination of existing contractual relationships and a sudden and fundamental change in the operating rules governing access to WhatsApp.
- e) That as a result, Meta will remain the sole provider of general-purpose AI chatbot services accessible on WhatsApp as from 15 January 2026. This produces a clear foreclosure of competition and a drastic reduction in choice for end users, which is not based on competition on the merits. While access to WhatsApp is closed to independent AI chatbot services, the same restriction does not apply to Meta AI, thereby conferring a decisive competitive advantage on Meta's own service.



- f) That this asymmetric treatment is capable of generating a tipping effect, whereby users become accustomed to Meta AI as the only available AI assistant on WhatsApp, making the restoration of effective competition on that channel practically impossible over time. The new contractual conditions therefore amount to a sudden and unjustified termination of existing access relationships.
- g) That given WhatsApp's exceptionally high penetration and habitual use among consumers in the COMESA region, the platform constitutes a critical distribution channel both for new entrant AI chatbot providers that lack proprietary or consolidated distribution channels, and for established AI providers that have built user bases through other channels, including well-known general-purpose AI chatbot services.
- h) That for all operators (whether new entrants or established players) the sudden change in WhatsApp's operating rules materially disrupts development strategies and investment plans. In fast-evolving and innovation-driven markets such as AI chatbot and generative AI services, even short delays or forced changes in development trajectories can irreversibly undermine firms' competitive viability. This risk is particularly acute for undertakings preparing market entry, whose investment plans may be displaced entirely by Meta's conduct.
- i) That the amendments to WhatsApp's terms result in the definitive loss of a key distribution channel for AI chatbot and AI assistant providers, with a corresponding risk of permanent loss of users who have become accustomed to accessing such services through WhatsApp.
- j) That the network effects generated on the platform are not realistically replaceable, especially within the short three-month transition period imposed by Meta.
- k) That the competitive harm arising from the conduct at issue disproportionately affects operators that do not benefit from stable vertical integration or proprietary digital ecosystems. Unlike large digital conglomerates, such operators lack alternative distribution channels capable of offsetting the loss of access to WhatsApp.
- l) That finally, the conduct is *prima facie* capable of producing lock-in effects that distort competition in the COMESA region, particularly through increasing personalization of Meta AI services. Such personalization may foster functional dependency among users, thereby increasing switching costs and further entrenching Meta's market power.
- m) That in light of the foregoing, the complainant submits that, on a summary assessment, Meta's conduct constitutes an abuse of a dominant position in violation of **Regulation 36(1)(a), (b) and (c)** of the **COMESA Competition and Consumer Protection**



Regulations, 2025, capable of prejudicing the competitive process in the emerging AI chatbot market in the COMESA region by limiting output, foreclosing market access, and hindering innovation and technological development, to the detriment of consumers.

3.7. SUBMISSIONS IN SUPPORT OF INTERIM ACTION BY THE COMMISSION:

Pursuant to ***Regulation 32 of the COMESA Competition & Consumer Protection Commission Regulations, 2025*** on interim orders by the Commission, the Complainant avers as follows;

- a) The conduct described above is capable of causing serious and irreparable harm to competitive dynamics in the markets for AI chatbot and AI assistant services in the COMESA region, such as to make immediate interim intervention by the Commission necessary.
- b) The exclusion of all third-party AI chatbot services from access to WhatsApp, coupled with the continued availability and preferential integration of Meta AI, risks altering market conditions in a manner that cannot be effectively remedied by a final decision adopted at the conclusion of the proceedings. The resulting foreclosure of competition is capable of producing lasting effects, including the loss of users, erosion of network effects, and irreversible weakening of competing AI providers.
- c) In particular, the radical exclusion of competing AI chatbots from a dominant messaging platform constitutes a structural change in market conditions. Such a change is liable to compromise competitive dynamics to an extent that could not be neutralised by a cease-and-desist order issued only at the end of the proceedings, once users' habits and market structures have already irreversibly shifted.
- d) Pending the Commission's assessment of the merits, there therefore exists a concrete and imminent risk of serious and irreparable harm to competition that cannot be adequately addressed by a closing decision alone.



4.0. PRAYERS BEFORE THE COMMISSION:

The Complainant respectfully prays that the Commission be pleased to grant the following orders:

- a) **AN INTERIM ORDER** directing Meta Platforms Inc. and Meta Platforms Ireland Limited to immediately suspend the application and enforcement of the contractual amendments introduced on 15 October 2025, and scheduled to take effect on 15 January 2026, under the WhatsApp Business Solution Terms, pending the completion of investigations by the Commission per *Regulation 32 of the COMESA Competition & Consumer Protection Commission Regulations, 2025*.

IN THE ALTERNATIVE, where the Commission considers it impracticable to issue interim measures prior to 15 January 2026, the Commission proceeds to conduct substantive (mainstream) investigations following the implementation of the said contractual amendments and, upon such investigation, be pleased to:

- b) **ORDER** Meta Platforms Inc. and Meta Platforms Ireland Limited to immediately suspend and cease the application of the contractual provisions introduced on 15 October 2025 which prohibit or restrict providers of general-purpose artificial intelligence chatbot services from accessing or using WhatsApp within the COMESA region;
- c) **CAUSE** third parties whose legal and commercial interests are directly affected by the impugned conduct, including but not limited to OpenAI, Google Gemini, Microsoft Copilot, and Perplexity, to apply for joinder as affected parties in these proceedings pursuant to *Rule 17 of the COMESA Competition and Consumer Protection Rules, 2025*;
- d) **GRANT** such further, ancillary, or consequential orders or remedies as the Commission may deem just, appropriate, and necessary to safeguard effective competition, prevent irreparable harm to the market, and ensure compliance with the COMESA Competition Regulations.



5.0. SUPPORTING DOCUMENTS:

In support of this Complaint, the Complainant has annexed and relies upon the following documents, which are attached hereto and form an integral part of the Complaint:

- a) A copy of the WhatsApp Business Solution Terms, as amended and introduced on 15 October 2025;
- b) A copy of the ChatGPT (1-800-ChatGPT) user notice, outlining the manner in which users may access and interact with ChatGPT through WhatsApp;
- c) A screenshot of the WhatsApp user interface displaying the “Ask Meta AI” feature button;
- d) A reference copy of the decision of the Italian Competition Authority (AGCM) in *Case A576* (Meta), concerning Meta’s decision to pre-install its proprietary artificial intelligence service (Meta AI) on the WhatsApp application.

6.0. PERSONS ABLE TO TESTIFY TO THE FACTS SET OUT IN THE COMPLAINT:

The following persons and entities are able to testify to the facts set out in this Complaint and, in particular, are directly affected by the alleged infringement:

Witness:	Capacity to testify:
<p>1. CHATGPT (OpenAI)</p> <p>Address:</p> <p>OpenAI 3180 18th Street San Francisco, California 94110 United States of America</p> <p>General Email: info@openai.com</p> <p>Legal Email: legal@openai.com</p>	<p>OpenAI, as the developer and provider of ChatGPT, will be able to testify on:</p> <ul style="list-style-type: none">• The technical and commercial arrangements enabling ChatGPT access via WhatsApp;• The impact of Meta’s contractual amendments on interoperability and access to WhatsApp Business Solutions;• The exclusionary effects of the impugned provisions on



	<p>providers of general-purpose AI chatbot services.</p>
<p>2. COPilot (Microsoft Corporation)</p> <p>Address: Microsoft Corporation One Microsoft Way Redmond, Washington 98052 United States of America</p> <p>General Email: info@microsoft.com</p> <p>Legal Contact Email: legal@microsoft.com</p>	<p>Microsoft Corporation will be able to testify on:</p> <ul style="list-style-type: none"> • The provision of AI chatbot services competing with Meta AI; • The effects of the WhatsApp Business Solution Terms on market access and competition; • Foreclosure risks arising from preferential treatment of Meta AI within the WhatsApp ecosystem.
<p>3. PERPLEXITY (Perplexity AI)</p> <p>Address: Perplexity AI, Inc. 548 Market Street San Francisco, California 94104 United States of America</p> <p>General Email: info@perplexity.ai</p> <p>Legal Email: legal@perplexity.ai</p>	<p>Perplexity AI will be able to testify on:</p> <ul style="list-style-type: none"> • Its role as an independent provider of general-purpose AI chatbot services; • The competitive disadvantages resulting from restrictions on access to WhatsApp; • The broader impact of the impugned conduct on innovation and consumer choice.



<p>4. GEMINI (Google LLC)</p> <p>Address:</p> <p>Google LLC 1600 Amphitheatre Parkway Mountain View, California 94043 United States of America.</p> <p>General Email: press@google.com Legal Email: legal@google.com</p>	<p>Google LLC, as the developer and provider of Gemini, will be able to testify, <i>inter alia</i>, on:</p> <ul style="list-style-type: none"> • The technical, commercial, and interoperability requirements necessary for the deployment of general-purpose AI chatbot services on large-scale consumer messaging platforms such as WhatsApp; • The manner in which the contractual amendments restrict or foreclose access by competing AI chatbot providers. • The competitive disadvantages and foreclosure effects • The impact of the impugned conduct on innovation, quality, and diversity of AI chatbot offerings.
<p>5. POKE (Poke AI)</p> <p>General Contact Email: hello@poke.ai Legal Contact Email: legal@poke.ai</p>	<p>Poke AI will be able to testify on:</p> <ul style="list-style-type: none"> • The impact of the WhatsApp Business Solution Terms on emerging AI chatbot platforms;



	<ul style="list-style-type: none"> • Competitive exclusion faced by smaller innovators relative to Meta AI; • Market dynamics affecting AI chatbot deployment within the COMESA region.
<p>6. LUZIA</p> <p>Address: Luzia AI Calle de Serrano 93 28006 Madrid, Spain</p> <p>General Contact Email: hola@luzia.ai Legal Contact Email: legal@luzia.ai</p>	<p>Luzia will be able to testify on:</p> <ul style="list-style-type: none"> • The reliance of messaging platforms, including WhatsApp, for AI chatbot distribution; • The effects of exclusionary contractual terms on smaller and emerging AI service providers; • Barriers to entry and expansion created by the challenged conduct.

7.0. **PROCEEDINGS BEFORE NATIONAL COMPETITION AUTHORITIES:**

The Complainant confirms that it **has not approached any other competition authority**, nor has it **instituted or is party to any lawsuit before a national court**, in respect of the same or closely related subject-matter forming the basis of this Complaint.



8.0. DECLARATION:

I, **AZIZ KITAKA** declare that the information given/supplied by me on behalf of ADLEGAL INTERNATIONAL (Complainant) to the COMESA Competition & Consumer Protection Commission in this Complaint and all supporting documents attached hereto is accurate to the best of my knowledge.

Print Name: **AZIZ KITAKA**

Position: **Executive Director, AdLegal International.**

Signature:



Date: **5th January 2026**

Office Use Only

Received By

Print Name:	Signature:
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Date Received:	Assigned Case Number:
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Case Officer

Print Name:	Signature:
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Department / Section:

Position:

