# TURKISH COMPETITION BOARD IMPOSES INTERIM MEASURES ON META OVER WHATSAPP ACCESS RESTRICTIONS FOR THIRD-PARTY AI ASSISTANTS

The Turkish Competition Board (the "**Board**") has imposed interim measures on Meta Platforms, Inc., Meta Platforms Ireland Limited, WhatsApp LLC and Meta Platforms İstanbul Bilişim Hizmetleri Limited Şirketi (collectively, "**Meta**") in connection with amendment to the WhatsApp Business Solution Terms that barred third-party general-purpose generative AI chatbots and assistants from using WhatsApp where AI was the primary service offered to users.[1]

The Board found strong indications that Meta's conduct may amount to an abuse of dominance under Article 6 of Law No. 4054 on the Protection of Competition ("**Competition Law**"). It accordingly ordered Meta to establish conditions permitting third-party general purpose generative AI chatbots and assistants to offer their AI services through WhatsApp without rendering such provision practically or economically unviable. On the same date, the Board initiated a full investigation into whether Meta's conduct infringes Article 6 of the Competition Law.

## 1. Background and Conduct Under Review

The WhatsApp Business Application Programming Interface ("**WABAPI**"), launched in 2018, enables businesses to communicate with their customers through WhatsApp for purposes such as customer support, marketing, information and authentication. Businesses may integrate WABAPI into their own systems either directly or through authorized third-party business solution providers. Meta indicated that WABAPI was introduced, among other reasons, as a means of monetizing WhatsApp, as businesses are charged for the various categories of messages they send to customers. WABAPI's terms of use are set out in the WhatsApp Business Solution Terms.

Prior to the amendment at issue, general-purpose generative AI chatbots and assistants were also able to use WABAPI to interact with users. Several providers, including ChatGPT, Copilot, Perplexity and a number of smaller AI services, had established WhatsApp accounts and offered conversational AI services through the platform. The Board further noted that Meta had previously encouraged the development of AI-based conversational experiences on WhatsApp, including by providing technical support to certain AI providers.

Meta's own AI assistant, Meta AI, was integrated into WhatsApp in October 2025 in Türkiye and made accessible through a dedicated in-app icon, the search bar, and the "@Meta AI" function in individual and group chats. The Board took the view that this integration afforded Meta AI significant visibility and ease of access, allowing users to engage with it without downloading a separate application. It also observed that users were not given the option to remove or disable the dedicated Meta AI icon.

On 15 October 2025, Meta amended the WhatsApp

[1] The Board's decision dated 14 May 2026 and numbered 26-18/536-193

Business Solution Terms by introducing a new section specifically addressing "AI Providers". Under the amended terms, providers and developers of AI or machine learning technologies, including large language models (LLMs), generative AI platforms and general-purpose AI assistants, were prohibited from accessing or using WhatsApp Business Solutions where the AI technology constituted the primary functionality offered to users. The restriction took immediate effect for providers that had not yet launched on WhatsApp and, following a three-month transition period, applied as of 15 January 2026 to AI providers already active on the platform.

The restriction did not extend to AI used merely as an ancillary tool supporting another business service. A company could, for example, continue to use a third-party AI model to support its customer service functions, and general-purpose AI providers could continue to send certain marketing, information and authentication messages. Meta AI, however, remained fully available and integrated into WhatsApp.

## 2. Meta's Dominant Position and the Board's Concerns

The Board began by assessing whether Meta held a dominant position. In respect of WhatsApp, it defined the relevant product market as the market for "consumer communication services" in Türkiye.

The Board concluded that Meta holds a dominant position in consumer communication services through WhatsApp. Its assessment relied on WhatsApp's very large user base and high levels of user engagement, together with its strong position in terms of downloads and time spent on the service. The Board also took into account structural factors that reinforce this position, including strong network effects, switching barriers, scale advantages, Meta's extensive data resources, and the absence of meaningful buyer power. In particular, the Board emphasized that user habits, the lack of interoperability between messaging applications, and the inability to transfer messaging history may give rise to switching barriers and lock-in effects. Meta's access to extensive user and usage data was likewise considered capable of reinforcing WhatsApp's competitive position.

In respect of Meta AI, the Board did not adopt a definitive market definition at this stage and instead framed its assessment by reference to a potential market for "general-purpose generative AI chatbots/assistants".

The Board took the view that integration into widely used messaging platforms such as WhatsApp can materially facilitate user acquisition and interaction with an AI service. WhatsApp was regarded as particularly significant given its high penetration, frequent daily use, familiar interface, and user trust. Integration with WhatsApp enables users to access an AI service without downloading a separate application or creating a new account.

Evidence reviewed during the preliminary investigation indicated that, following its integration in October 2025, WhatsApp rapidly became an important source of users for Meta AI. The decision further notes that Meta AI reached more users through WhatsApp, within a short period, than certain competing AI services that had been active on the platform for considerably longer.

Against this backdrop, the Board considered WhatsApp to be an important distribution channel even for AI providers that already operate their own websites or mobile applications, and potentially close to indispensable for providers whose business models rely primarily on integration with third-party platforms. It also observed that certain smaller AI providers had structured their distribution strategies around messaging applications, such that losing access to WhatsApp could directly affect their ability to launch, grow or remain in the market.

The Board also focused on Meta's data advantage. Since user interactions may contribute to the personalization and improvement of AI services, Meta AI's continued access to WhatsApp's large user base, while competitors were excluded from the same channel, could reinforce Meta's existing data advantages.

Accordingly, the Board considered that preventing competing AI providers from offering their primary services through WhatsApp, while Meta AI remained integrated and prominently displayed, could:

- weaken competitors' ability to acquire users and scale their services,
- disproportionately disadvantage smaller or newer AI providers,

- reinforce Meta AI's user base, data and personalization advantages,
- create user lock-in effects in favor of Meta AI; and
- ultimately lead to the exclusion of competitors from the developing market for general-purpose generative AI chatbots and assistants.

On this basis, the Board found strong indications that Meta's conduct may constitute an abuse of dominance under Article 6 of the Competition Law.

### 3. Interim Measures

Under Article 9(4) of the Competition Law, the Board may impose interim measures where there is a risk that serious and irreparable harm may arise before a final decision is reached.

The Board found that these conditions were met. First, it concluded that there was a sufficiently strong suspicion of abuse of dominance.

Second, the Board identified a risk of serious and irreparable harm. The generative AI sector is still developing at pace, and access to users, scale, data and personalization may confer advantages that become increasingly difficult to reverse over time. The Board considered that exclusion from WhatsApp could therefore undermine competitors' investment, launch and expansion plans, while Meta AI would continue to accumulate users and data through its privileged integration with WhatsApp, potentially creating an advantage that could not be effectively remedied after the conclusion of the investigation.

The Board therefore ordered Meta to put in place conditions allowing third-party general-purpose generative AI chatbots and assistants to provide AI services through WhatsApp as their primary service, without rendering such provision practically or economically unviable. Meta must comply with the interim measure within one month from notification of the reasoned decision.

### 4. Conclusion

Meta integrated Meta AI into WhatsApp and subsequently amended the WhatsApp Business Solution Terms so as to prevent competing general-purpose AI providers from continuing to use the same platform where AI constituted their primary service. At the preliminary investigation stage, the Board took the view that these practices enable Meta to leverage WhatsApp's dominant position to strengthen Meta AI in an adjacent market, and it accordingly imposed interim measures.

The decision is also consistent with broader international scrutiny of the same conduct. The Italian and Brazilian competition authorities have already adopted interim measures concerning restrictions on third-party AI providers' access to WhatsApp, and the European Commission has raised similar concerns. Following those interventions, Meta restored access in certain jurisdictions but introduced per-message charges. The Board referred in particular to the European Commission's preliminary concern that such pricing may be functionally equivalent to the previous restriction where it renders access economically unviable and was guided by this consideration in formulating its interim measure, which requires access to be provided under conditions that do not make third-party AI services practically or economically unviable to offer.

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