

EU Digital Markets Act (EU DMA) Compliance Report Non-Confidential Summary

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INTRODUCTION

The European Union (EU) Digital Markets Act (DMA) came into force on 1 November 2022. In accordance with Art. 11, Google is publishing its annual compliance report for its products designated by the European Commission as providing Core Platform Services (CPSs): Google Android, Google Chrome, Google Play, Google Search, Google Shopping, Google Maps, YouTube, and Google Ads.

This report describes Google's compliance with the obligations and prohibitions under the DMA as of 6 March 2024.

Overview

Since Google was founded, its mission has been to organise the world's information and make it universally accessible and useful. When it comes to its services, Google takes seriously its responsibility to safeguard the people and businesses using Google's products, and do so with clear and transparent policies and processes, to the benefit of prices, quality, fair competition, choice, and innovation in the digital sector.

As such, Google's product, policy, and enforcement decisions are guided by a set of principles that enable Google to provide the best quality of and universally accessible products and services, while preserving contestability and fairness in the digital sector. Google values openness and accessibility, respects user choice, and builds a transparent environment for everyone.

Google designs its products and services to provide the best user experience possible. Whether Google is designing a new internet browser or a new tweak to the look of the homepage, it takes great care to ensure that this will ultimately serve Google's users, rather than its own internal goal or bottom line.

In this report, Google outlines its efforts and resources to develop and maintain compliance solutions that meet the DMA requirements while protecting the user experience and providing helpful, innovative and safe products for people in Europe. Google expects to continue to develop its compliance solutions within the framework of the DMA and to provide future iterations of this report with further insights about Google's continued efforts to improve contestability and fairness in digital markets.

SECTION 1: INFORMATION ABOUT THE REPORTING UNDERTAKING

1.1. Please provide the name of the undertaking submitting the Compliance Report (the “Undertaking”).

1. The notifying undertaking submitting this report is Alphabet Inc. (referred to in this report, together with its subsidiaries, as **Google**).

1.2. Please provide the following information regarding the drafting of the Compliance Report:

1.2.1. identify the individuals responsible for drafting this report or parts thereof, specifying the role they hold within the Undertaking;

2. This report has been drafted by individuals in Google’s compliance and legal teams.

1.2.2. provide contact details¹ of all external legal or economic counsel or external technical experts (together, “external counsel”) involved in drafting the Compliance Report and whether they present guarantees in terms of independence, qualifications and absence of conflicts of interests, similar to the approval requirements for monitoring trustees under EU merger control.² Provide also the original written Power of Attorney for such representative(s) (based on the model Power of Attorney available on the Commission’s website³).

3. [Confidential]

¹ Please use the “eRFI contact details template” on the DMA website: https://digital-markets.act.ec.europa.eu/about-dma/practical-information_en#templates.

² In order to assess whether external counsels meet or not these characteristics, please refer to the conditions for approval of monitoring trustees under EU merger control as set out in paragraphs 123 to 127 to the Commission notice on remedies acceptable under Council Regulation (EC) No 139/2004 and under Commission Regulation (EC) No 802/2004 (2008/C 267/01). There is no obligation under Regulation (EU) 2022/1925 that compliance should be monitored by external consultants meeting these conditions.

³ Accessible at https://digital-markets-act.ec.europa.eu/legislation_en.

SECTION 2: INFORMATION ON COMPLIANCE WITH THE OBLIGATIONS LAID DOWN IN ARTICLES 5 TO 7 OF REGULATION (EU) 2022/1925

4. Please see:

- (a) [Non-confidential summary of the Art. 5\(2\) Chapter](#)
- (b) [Non-confidential summary of the Art. 6\(2\) Chapter](#)
- (c) [Non-confidential summary of the Art. 6\(9\) Chapter](#)
- (d) [Non-confidential summary of the Art. 6\(10\) Chapter](#)
- (e) [Non-confidential summary of the Google Ads Chapter](#)
- (f) [Non-confidential summary of the Google Android Chapter](#)
- (g) [Non-confidential summary of the Google Chrome Chapter](#)
- (h) [Non-confidential summary of the Google Maps Chapter](#)
- (i) [Non-confidential summary of the Google Play Chapter](#)
- (j) [Non-confidential summary of the Google Search Chapter](#)
- (k) [Non-confidential summary of the Google Shopping Chapter](#)
- (l) [Non-confidential summary of the YouTube Chapter.](#)

SECTION 3: INFORMATION ABOUT THE COMPLIANCE FUNCTION AND MONITORING

3.1. **With respect to the compliance function provided for under Article 28 of Regulation (EU) 2022/1925, please provide the following information:**

3.1.1. **A description of the role of the head of the compliance function in the preparation, drafting and approval of the Compliance Report;**

5. The Head of the Compliance Function (**HCF**) has reviewed the report and signed the attestation under Section 5.

3.1.2. **A description of the compliance function (including the composition, allocation of tasks, position within the Undertaking, reporting lines, activities in particular with respect to the elaboration and monitoring of the measures described in Section 2.1.2 and how the compliance function's role is explained in the Undertaking's annual report);**

6. As described in further detail below, Google has introduced an independent compliance function (**ICF**) that fulfils the requirements set out in Art. 28.

(a) The ICF comprises four compliance officers, including a head of the compliance function, who have the qualifications, knowledge, and experience necessary to organise, monitor, and supervise the measures and activities that aim to ensure compliance with the DMA; inform and advise its management and employees on compliance with the DMA; where applicable, monitor compliance with its binding commitments under the DMA; and cooperate with the European Commission for the purpose of the DMA.

(b) The ICF is independent from the operational functions, as further explained in Section 3.1.5. It reports directly to the Audit and Compliance Committee (**ACC**), which is the Board committee with delegated authority from the Alphabet Board of Directors (**Board**) for compliance matters. To further ensure independence, the HCF cannot not be removed without prior approval of the Board. The reporting lines specific to the function as well as each officer within the ICF are shown in the figure below and further described in Sections 3.1.3 and 3.1.4.

(c) As set out further below in Section 3.1.5, the ICF will monitor compliance with the DMA consistent with Art. 28(5).

7. The ICF is not discussed in Google's annual report for the fiscal year that ended on 31 December 2023.

3.1.3. **Contact details of the head of the compliance function, including name, address, telephone number and e-mail address and an explanation of how it is ensured that this person is an independent senior manager with distinct responsibility for the compliance function as required by Article 28(3) of Regulation (EU) 2022/1925;**

8. [Confidential]

- 3.1.4. A list of any compliance officers other than the head of the compliance function, including an explanation of how it is ensured that they have the professional qualifications, knowledge, experience and ability necessary to fulfil the tasks referred to in Article 28(5) of Regulation (EU) 2022/1925; and**
9. The ICF consists of three Compliance Officers, other than the HCF.
10. Based on the overview of each officer above, the Compliance Officers have the professional qualifications, knowledge, experience, and ability necessary to fulfil the tasks required of the ICF.
- 3.1.5. An explanation whether and why you consider that the compliance function is independent from the operational functions of the gatekeeper and whether and why you deem it to have sufficient authority, stature and resources, as well as access to the management body of the gatekeeper to monitor the compliance of the gatekeeper with Regulation (EU) 2022/1925.**
11. The ICF is an independent body that reports directly to the Board. It is composed of senior and experienced compliance professionals with the necessary qualifications, knowledge, experience, and ability to fulfil the tasks set out in Art. 28(5).
12. The ICF is appropriately informed of decisions relating to compliance with the DMA and is able to escalate, as necessary, concerns that it has or that are communicated to it by the European Commission.
13. The ICF's independence is further ensured by having a direct reporting line to the Board and by the HCF being protected in the exercise of their functions by the fact that they may not be removed from their position without the prior approval of the Board.
14. The ICF has sufficient authority, stature, and resources to monitor Google's DMA compliance.
- 3.2. With respect to the strategies and policies for taking up, managing and monitoring the compliance with Regulation (EU) 2022/1925 as provided for under Article 28(8) of Regulation (EU) 2022/1925, please provide the following information:**
- 3.2.1. A description of the content of these strategies and policies (including e.g. information on internal staff trainings on compliance) and of any major changes compared to the previous periodic review by the gatekeeper's management body; and**
15. The ICF will support the ACC's annual review of Alphabet's strategies and policies for DMA compliance pursuant to Art. 28(8).
16. Additional strategies and policies are being developed to enhance Google's existing compliance monitoring and risk escalation processes.
17. In addition, the ICF is monitoring a company-wide training that introduces fundamental concepts of the DMA and the changes required by this significant new regulation. It addresses requirements for Google's products and CPSs across themes within the regulation including user choice and interoperability; user consent and portability; terms and

conditions for business users; transparency; and fair and equal treatment. The training is available as of 6 March 2024.

3.2.2. Copies of all internal documents approved by the gatekeeper's management body in their most recent periodical review and the date, list of participants and any agenda or minutes for the meeting during which these internal documents have been approved.

18. [Confidential]

Non-confidential summary of Art. 5(2) Chapter

I. Introduction

1. To comply with Art. 5(2)(b)-(c) DMA, Google has developed and launched new controls for cross-service exchanges of end user personal data as required by Art. 5(2). These controls are additional to Google's existing wide array of privacy and security controls as explained below.
2. The controls are implemented through measures within both the front-end of Google's services (i.e., the end-user facing portions of Google's services) and Google's backend infrastructure (i.e., the systems and code that underpin the provision of services to end users).
3. In the front-end, Google has developed new consent screens that provide users the opportunity to easily accept or reject relevant cross-service data exchanges. In the backend, Google has developed the necessary infrastructure to record and enforce users' Art. 5(2) consent choices throughout Google's systems.
4. Google complements this technological compliance framework with policies, training, and documentation to ensure that Google's employees are fully aware of the functioning of the compliance mechanisms discussed above.
5. To comply with Art. 5(2)(a), Google will work with advertisers and publishers who will gather consent for the processing of end user personal data covered by Art. 5(2)(a) via Google's EU user consent policy.
6. Google already complied with the requirements of Art. 5(2)(d) prior to the DMA. None of Google's core platform services (**CPSs**) requires end users to sign in to another first-party service as a condition for using the CPS. Google therefore does not discuss this provision in further detail below.

II. Art. 5(2)

A. **Compliance statement (Section 2.1.1)**

7. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(2) of Regulation (EU) 2022/1925.

B. **Description of Compliance (Section 2.1.2 - 2.1.5)**

B.1 **Status Prior to DMA Implementation**

8. Already prior to Google's implementation of Art. 5(2), Google had a system of technical controls, policies, and governance practices that governed Google's processing of end user personal data. These pre-existing mechanisms can be summarised as follows:

- (a) **Data storage.** Data that Google generates from a user’s use of a particular service is generally stored in datasets (or portions of datasets) that are specific to that service.
- (b) **Data access.** Google’s services do not automatically have access to data collected by other Google services even for users that have logged in to both services with their Google Accounts.

However, pre-compliance with Art. 5(2), the data control systems did not necessarily reflect the delineation of Google’s CPSs as set out in the Alphabet Designation Decision. Aligning data controls to match the definitions in the DMA and Alphabet Designation Decision was part of Google’s technical efforts to comply with Art. 5(2) as further described below.

- (c) **Pre-existing consent systems and controls.** Google already offered end users a rich set of controls over their personal data, including how that data can be used.

9. The pre-existing data processing controls mentioned above continue to exist today. The new consent mechanisms that Google introduced to comply with Art. 5(2) complement the pre-existing controls. They do not replace or change the pre-existing controls.

10. The pre-existing controls include the following:

- (a) My Activity Controls are settings through which users can control what data is saved to their accounts and choose whether to provide consent for certain forms of processing, such as personalising a user’s organic experience, based on (i) Web & App Activity data (data on user interactions with Google and partner services), (ii) YouTube History data (YouTube watch and search data), and (iii) Location History data (history of user’s precise locations).
- (b) Google also offers an Ad Personalisation consent that governs Google’s use of end user personal data for ads personalisation on Google services where Google shows or mediates ads. This is in addition to other ad personalisation settings such as the consent signals Google receives from its advertising partners (e.g., advertisers that want to send Google a remarketing list must, under Google’s EU user consent policy, first obtain consent from the respective end user(s) first. See more detail on the EU user consent policy below). When the Google Ad Personalisation control is turned off, ads will not be personalised - Ads Personalisation controls operate as a separate and complementary control to “My Activity Controls.”
- (c) Individual services also offer other dedicated controls. For instance, end users can use the “Personal results in Google Search” setting to control whether to get personalised search results based on information in their Google Account.

11. With respect to end user personal data from Google’s advertiser and publisher partners (together, advertising partners), Google’s EU user consent policy already stated that advertising partners must obtain end users’ legally valid consent on Google’s behalf for the processing of end user personal data for the personalisation of ads.⁴

⁴ See [EU user consent policy](#).

B.2 DMA Compliance Changes

Overview of Google's new consent framework for Art. 5(2)

12. To comply with Art. 5(2) Google has developed and implemented a new consent framework to provide users with consent options for cross-service end user personal data processing covered by Art. 5(2). Thousands of Google employees across various functions worked to implement the changes.
13. Google must obtain consent before relevant cross-service end user personal data processing can occur, and users can revise or revoke their consent at any time via account settings.
14. When a user provides an Art. 5(2) consent for a given CPS, that service will be able to contribute to and read from the end user personal data that is in principle available for exchange (subject to Google's other privacy and policy controls). Such data includes (i) end user personal data collected by services that are not CPSs and (ii) end user personal data collected by other CPSs for which the user has provided consent. Conversely, a CPS for which users have not provided consent under Art. 5(2) will not have access to this end user personal data, nor will its end user personal data be accessible to other services, except in instances where the exchange of end user personal data with another service is exempted from consent under Art. 5(2).
15. Non-consented end users will be able to use a "*less personalised but equivalent alternative*" of the non-consented service(s). Besides some features that might no longer be available on some Google services because they rely on cross-service data exchanges that are not exempted under Art. 5(2)(c), the user's experience will be preserved.
16. Signed-out users with an EEA IP address will be treated as non-consenting users. Google will therefore not prompt signed-out users to make an Art. 5(2) consent choice and will not use their personal data for cross-service data processing covered by Art. 5(2).⁵
17. In the backend, Google has developed the necessary technical infrastructure to record users' Art. 5(2) consent choices and respect these choices throughout Google's systems.
18. With respect to Art. 5(2)(a), Google will rely on its existing third-party consent framework (the "EU user consent policy").⁶ Under this framework, Google already requires advertising partners to obtain legally valid end user consent on their own service, corresponding to their use of cookies or other local storage, and their collection and sharing of end user personal data for the personalisation of ads. To enhance this framework, Google has now introduced new requirements for advertising partners to send Google affirmative signals representing users' consent statuses.
19. Google supports multiple channels for providing such confirmation. Publishers are required to use a Consent Management Platform (**CMP**) that has been certified by Google and has

⁵ This current approach does not exclude the possibility that Google may in the future develop a mechanism to present signed-out users with Art. 5(2) consent options.

⁶ See [EU user consent policy](#).

integrated with the IAB's Transparency and Consent Framework (TCF)⁷, and for advertisers (e.g., when uploading remarketing lists), the mechanism will be based on the Consent mode feature – a tool which allows partners to adjust how their Google tags behave based on the consent status of their users.⁸ Google has been actively working with CMPs to onboard them as Google-certified as quickly as possible, assessing them against the standard TCF compliance requirements, and Google currently has over 100 certified CMPs that publishers can choose to work with. Absent confirmation that requisite consents have been obtained, Google will not process the end user's data for the purpose of providing personalised advertising services.

20. In the following sections, Google explains in more detail the new Art. 5(2)(b) and (c) consents and the related changes to the backend infrastructure to ensure the correct implementation of the user's consent choices.

Technical Measures

Consent options


21. In line with the requirements set out by Art. 5(2)(b) and (c), Google introduced consent gates for each of its CPSs, covering both combination and cross-use of end user personal data. Accordingly, subject to the user's consent choices, each CPS operates as a separate data entity for that user. CPSs can only obtain end user personal data from other services and share such data with other services insofar as the end user provided the requisite consents for cross-service data flows (unless an Art. 5(2) exemption applies).
22. For an exchange between two CPSs the user must have consented to cross-service end user personal data processing for both CPSs involved. Google provides end users separate consent options covering the cross-service end user personal data processing scenarios set out in Art. 5(2) on a per-CPS basis. This allows end users to opt in to data combination and cross-use for a given CPS but reject it for another.⁹

⁷ See [New Consent Management Platform requirements for serving ads in the EEA and UK](#) and [New Google consent management requirements for serving ads in the EEA and UK \(for publishers\) - Google Ad Manager Help](#).

⁸ See [About consent mode](#) and [Updates to consent mode for traffic in European Economic Area \(EEA\)](#)

⁹ Google will not show a consent option for the Google Android CPS because that CPS does not have any end user personal data.








Art. 5(2) settings as shown in a user's Google Account

← Google Account ? 

Linked Google services

Make a choice about whether to link the listed Google services. [Learn more about linked services](#) ?

Google services you can link

 Search	<input type="checkbox"/>
 YouTube	<input type="checkbox"/>
 Google Play	<input type="checkbox"/>
 Ad services	<input type="checkbox"/>
 Chrome	<input type="checkbox"/>
 Google Shopping	<input type="checkbox"/>
 Google Maps	<input type="checkbox"/>

When linked, these services can share data with each other and with all other linked Google services to:

- Combine data to help personalize content and ads, depending on your privacy settings
- Develop and improve our products
- Measure and improve the delivery of ads
- Perform other purposes described in Google's [Privacy Policy](#) ?

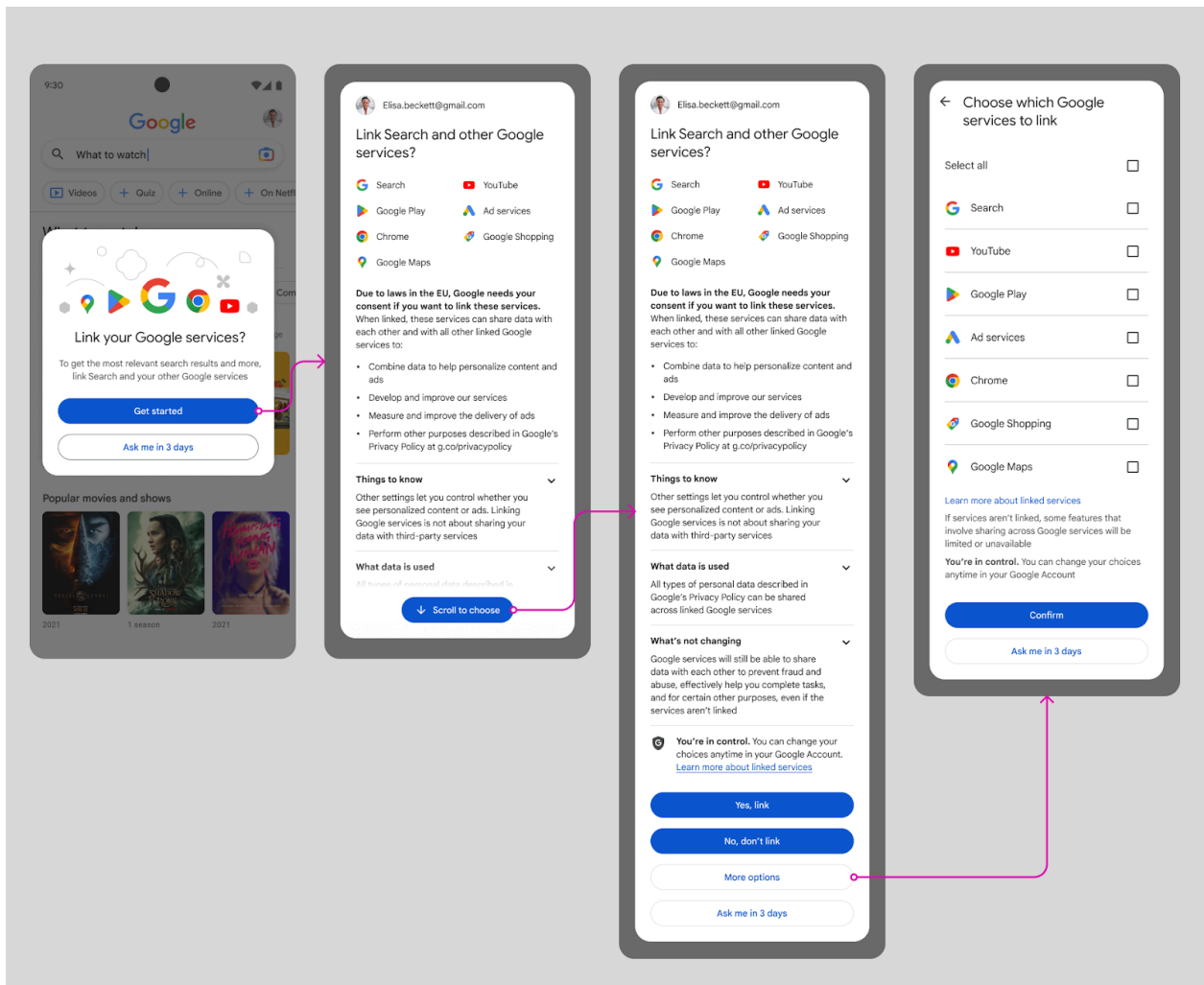
All other Google services that are not listed here and are not listed at g.co/linked-services are always linked

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23. This approach grants end users the possibility to control cross-service flows of end user personal data in line with their preferences and needs.
24. A CPS only engages in cross-service end user personal data processing covered by Art. 5(2) if and when the end user gives consent. Google developed these consents through extensive testing to ensure it presents end users with consent controls that are transparent, simple and clear, so that end users can understand the purpose for which consent is being sought and can make an informed decision.

Google's Art. 5(2) consent flow for Google Search



25. With the consent controls described above, Google provides users with symmetrical, equally weighted options to reject all, accept all, or customise their choices. If a user rejects or revokes their consent for a certain CPS, Google will not show the user more than once within the period of a year a new Art. 5(2) consent request for this CPS. End users can revise their consent choice at any time via their account settings.¹⁰
26. If a user has rejected cross-service end user personal data sharing and this causes a feature or function not to work or not to work properly, Google may inform the user that they can review their consent choices in their account settings to address this. End users can also obtain further information on end user personal data sharing consent by clicking on the “Learn more about linked services” link shown in their account settings.

Data permissioning controls that enforce the end user consent choices within Google's systems

27. Google's compliance with Art. 5(2) relies on strict technical controls that block services from reading end user personal data unless the user has provided consent or an Art. 5(2) exemption has been reviewed and granted. These controls build on existing infrastructure,

¹⁰ See [Linked Google services](#).

but also include a new set of data-point controls that Google has developed specifically to comply with Art. 5(2).

Other Compliance Measures

28. In addition to the steps detailed above, Google has also taken the following compliance initiatives:
29. In order to account for the new consents, Google has updated its EEA privacy policy to describe the Art. 5(2) consent choices and their impacts on end user personal data processing. Google's revised policy, which was launched on 4 March 2024 is available with Google's public privacy and terms.¹¹
30. Furthermore, Google has launched two Google Account Help Center pages that discuss Google's compliance framework for Art. 5(2).¹² The pages explain to end users in a clear and succinct manner the new choice options that end users have over the cross-service processing of their personal data. For instance, the pages discuss what services and data are covered and how choices impact Google's use of this end user personal data. The Help Center pages also explain how users can update their choices in their Google Account and link to the relevant pages to do so.

B.3 List of information (Section 2.1.2)

a) the relevant situation prior to the implementation of the measure and how the newly introduced measure ensures compliance with the obligations laid down in Articles 5 to 7 of Regulation (EU) 2022/1925;

31. Google already offered controls for processing of end user personal data prior to the DMA's adoption. But these controls did not specifically regulate the cross-service end user personal data exchanges of CPSs as specified by the DMA. Google therefore introduced new consent options that specifically control this cross-service end user personal data exchange. Please refer to the discussion in Section II.B.2 for more details.
32. In respect of end user personal data from advertising partners, Google's EU user consent policy already stated that advertising partners must obtain their end users' legally valid consent on Google's behalf, for use of cookies or other local storage, where legally required, and the collection, sharing, and use of end user personal data for the personalisation of ads. As such, Google is not introducing new consent requirements. For the avoidance of doubt, Google has introduced new technical requirements relating to signals representing users' consent statuses for end user personal data sent to Google in accordance with Google's EU user consent policy to ensure this process is as robust as possible. Please refer to the discussion in Section II.B.2 above for more details.

b) when the measure was implemented;

¹¹ See [Privacy Policy – Privacy & Terms – Google](#) and [How Google uses information from sites or apps that use our services – Privacy & Terms – Google](#).

¹² See [About DMA & your linked services](#) and [Manage your linked Services](#).

33. Google began to work on the implementation of Art. 5(2) in 2021. The development and implementation of the Art. 5(2) consents and associated backend infrastructure constituted a lengthy and resource-intensive process.
34. The new consent options were introduced gradually to users. Google adopted this approach to introduce the new consent options prior to 6 March to test correct operation of the new designs and to provide users with time to familiarise themselves with the new consent options.
35. Implementation of the Art. 5(2) consent options chosen by users were fully effective by 6 March 2024.
36. In respect of the new signals representing users' consent statuses that Google introduced for advertising partners in application of Art. 5(2)(a), Google began work on the implementation of these signals in Q1 2023. The new signals requirements for advertising partners were fully effective by 6 March 2024.

c) the scope of the measure in terms of the products/services/devices covered;

37. The measures discussed in Section II.B.2 above cover all of Google's CPSs and any other services with which they share data.

d) the geographic scope of the measure (e.g., if the implementation of the measure extends beyond the EEA, please specify);

38. The new Art. 5(2) consent options apply for end users based in the EEA.
39. For consent from third party advertising partners, Google's EU user consent policy applies to partners with end users in the EEA and UK.

e) any technical/engineering changes that were made in connection with the implementation of the measure concerned (e.g., on data flows and internal data usage policies, security aspects, tracking of new metrics, Application Programming Interfaces (APIs), operation system (OS) functionalities, parameters of ranking algorithms and methodologies used to rank, classify or make results more prominent, or parameters of online advertising auctions);

40. Google made extensive engineering changes to implement Art. 5(2), including both development of new consent options in the front ends of its services and developing control measures in its infrastructure to enforce these consent options. See Section II.B.2 above for more detail.

f) any changes to the customer experience made in connection with the implementation of the measure concerned (e.g., changes in the customer interface, choice screens, consent forms, warning messages, system updates, functionalities available, or customer journey to access functionalities);

41. The user experience has been changed as a result of introducing new consent options in two main ways. First, users will be presented with new consent options for cross-service end user personal data processing in line with the requirements of Art. 5(2). Second, users who decline the relevant consent may experience Google's services differently, notably in

the degree of personalisation that is available for a service. See Section II.B.2 above for more detail.

g) any changes to (i) the remuneration flows in connection with the use of the Undertaking's core platform service (e.g. fee structure, level of the fees, revenue share for the relevant service(s), introduction of new fees, provisions and practices related to the business users' pricing policy, other remuneration flows between the Undertaking and the business users or end users, as applicable) and (ii) the other terms and conditions provided to end users and business users (or individually negotiated agreements with business and/or end users), or where applicable, changes to existing terms and conditions, required by the implementation of the measure concerned (e.g. privacy policy, conditions for access and interoperability and any other relevant clauses);

42. In order to account for the new Art. 5(2) consents, Google has updated its EEA privacy policy to describe the Art. 5(2) consent choices and their impacts on end user personal data processing. See Section II.B.2 above.
43. For Art. 5(2)(a) consents obtained via advertising partners, signals representing users' consent statuses in accordance with Google's EU user consent policy are now required. For example, Google's publisher partners (i.e., those business users that use Ad Manager, AdSense or AdMob) are required to use a certified consent management platform when serving personalised ads to users in the EEA.¹³

h) any other relevant changes made in connection with the implementation of the measure concerned not covered by points e) to g) above;

44. In addition to making extensive technical changes and adopting new policy measures, Google also created monitoring tools and conducted training in order to ensure compliance with Art. 5(2).

i) any consultation with end users, business users and/or any interested parties that has been carried out in the context of (i) the elaboration of the measure and/or (ii) the implementation of the measure, and how the input of these consulted parties has been taken into account. Provide a list of end users, business users and/or any interested parties consulted in this context and a high level description of the topic of the consultation with those users/parties;

45. Google conducted outreach and engaged with stakeholders on its Art. 5(2) measures through various means, including the following:
- (a) **Workshops.** Google participated in the European Commission's DMA stakeholder workshop on 5 May 2023 that covered the DMA's data-related obligations.
 - (b) **User research and testing.** To test its solution with end users, Google conducted extensive studies and testing of its new consent experience.
 - (c) **Advertiser and publisher outreach.** In respect of Google's process for confirming that advertising partners have obtained requisite consents, Google engaged extensively with relevant advertisers, publishers, and other stakeholders. Google

¹³ See [About consent mode](#) and [New Consent Management Platform requirements for serving ads in the EEA and UK](#).

has also published several blog posts and issued other communications to advertising partners to highlight these changes.¹⁴

- (d) **Other regulators.** Google briefed other EU regulators on its consent plans to gather their input and feedback.

j) any involvement of external consultants in the elaboration of the measure, including a description of the consultants' mission, whether they are independent from the Undertaking, a description of both their output and the methodology used to reach that output and, if applicable, an explanation of the reasons why the recommendations made by the external consultants were not followed;

46. Not applicable.

k) any alternative measures whose feasibility or implications has been assessed and the reasons for not choosing them and, in particular, where relevant (e.g., interoperability), the results of the evaluation of existing open standards and/or state of the art implementations and the reasons for not choosing them;

47. Google considered a number of alternative ways to structure consents, such as consents limited to profiling, purpose-specific consents, and consents for each service-to-service permutation. Google examined these alternatives at length and considered that they were not appropriate.

l) any action taken to inform end users and/or business users of the measure, their feedback; and any changes to the measure implemented on the basis of this feedback;

48. As set out under Section II.B.3(i) above, Google conducted outreach and engaged with stakeholders through various means to present its compliance solutions for Art. 5(2).

m) where applicable, the interaction with measures the Undertaking has implemented to ensure compliance with other obligations under Regulation (EU) 2022/1925;

49. Not applicable.

n) where applicable, all actions taken to protect integrity, security or privacy (e.g., data access, data retention policies) pursuant to the relevant provisions in Regulation (EU) 2022/1925 and why these measures are strictly necessary and justified and there are no less restrictive means to achieve these goals;

50. Not applicable.

o) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;

¹⁴ E.g., see [About consent mode](#) and [New Consent Management Platform requirements for serving ads in the EEA and UK](#).

51. When Google ramped-up its consent campaigns prior to 6 March 2024, it showed dismissible explainer dialogues to users that helped prepare them for the new consent choices they would be asked to make while minimising user annoyance and subsequently introduced non-dismissible consents to ensure that more users have the opportunity to make an informed choice before DMA driven changes go into effect.

p) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;

52. Not applicable.

q) a set of indicators which allow or will allow based on their future evolution the assessment of whether the measures implemented by the Undertaking to ensure compliance are 'effective in achieving the objectives of this Regulation and of the relevant obligation', as required by Article 8 of Regulation (EU) 2022/1925, including an explanation why the Undertaking considers these indicators to be the most suitable;

53. Google is monitoring compliance with Art. 5(2) based on certain main indicators. These are not in themselves indicative of any possible non-compliance issue but serve to identify possible areas of further inquiry and may evolve over time.

r) any relevant data which can inform whether the measure is or will be effective in achieving the objectives of Regulation (EU) 2022/1925, such as, depending on the circumstances, data on the evolution of the number of active end users and active business users for the relevant core platform service and, for each relevant obligation, the interaction of end users with choice screens and consent forms, the amount of in-app purchases, the number of pre-installed defaults as well as yearly revenues from payments related to those pre-installed defaults, counts of end users who switch, counts of business users who obtain data access, etc. Provide an exact definition of the terms used and a detailed calculation explanation;

54. See Section II.B.3(o) above for a description of end users' interactions with Google's consent moments and options.

s) any internal systems and tools used to monitor the effectiveness of the measure and the output of such internal systems and tools;

55. See the description of Google's compliance processes in Section II.B.2 above.

t) where applicable, when compliance requires granting third parties (e.g., business users), access to data, interfaces or other technical features of the service: describe the procedure for third parties to obtain such access (including how third parties will be informed of this possibility), the scope (including terms and conditions attached to the access), the format, and the frequency (e.g. real time) and any other relevant information (e.g. whether the shared data/interface or other technical feature can be independently audited, data access policies, data retention policies and measures to enable secure data access).

56. Not applicable.

B.4 Google’s Assessment of Compliance (Section 2.1.3)

57. Google maintains a compliance readiness programme designed to identify and address compliance risks, and ensure that Google’s products and services are compliant with applicable regulations.

B.5 List of Reports to the Management Body (Section 2.1.4)

58. [Confidential]

B.6 Summary of Feedback from Business Users and End Users (Section 2.1.5)

59. Given the requirement to comply with Art. 5(2) does not apply until 6 March 2024, Google has not yet received feedback on its compliance with this article.

Non-confidential summary of Art. 6(2) Chapter

I. Introduction

1. Google has had long-standing internal data access and usage policies that protect user data, including business user and business user customer data.
2. In preparation for the DMA, Google designed new policies and practices that will create a unified overall compliance programme based on policies, trainings, and technical controls to ensure compliance with Art. 6(2).

II. Art. 6(2)

A. **Compliance Statement (Section 2.1.1)**

3. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(2) of Regulation (EU) 2022/1925.

B. **Description of Compliance (Section 2.1.2 - 2.1.5)**

B.1 **Status Prior to DMA Implementation**

4. Prior to the DMA, Google already had measures in place to limit access to and protect the data of business users. These measures consisted of both technical controls and data access and usage policies.

Technical controls

5. Google has a number of access and process control systems in place that secure data. Google's technical control systems encompass (a) central technical controls, and (b) product-specific systems.

B.2 **DMA Compliance Changes**

6. Google has designed new policies and practices to create a unified compliance programme based on policies, trainings, and technical controls to ensure compliance with Art. 6(2).

Updated and centralised compliance policy

7. To provide additional protection for Art. 6(2) compliance, Google has built on existing policies and practices to create a set of central standards for use of relevant data (**Central Policy**). The Central Policy supports Google's overall compliance by:
 - (a) Helping to promote awareness across all of Google regarding the specific requirements of Art. 6(2).
 - (b) Reiterating that access to relevant data is (i) limited to prevent use cases prohibited under Art. 6(2) and (ii) governed by appropriate processes and controls.
 - (c) Helping to ensure consistency in practices across core platform services (**CPSs**).

Technical changes to tailor technical controls to the requirements of Art. 6(2)

8. Google has designed expanded access control frameworks that build on its sophisticated existing data control mechanisms.

Training

9. Google developed training for its staff on the DMA's obligation and its requirements.

B.3 List of Information (Section 2.1.2)

a) the relevant situation prior to the implementation of the measure and how the newly introduced measure ensures compliance with the obligations laid down in Articles 5 to 7 of Regulation (EU) 2022/1925;

10. As explained in Section II.B.1, prior to the implementation of the DMA, Google already maintained technical controls.

b) when the measure was implemented;

11. Google built out its existing controls by 6 March 2024, including launching the new Central Policy and building additional central tooling.

c) the scope of the measure in terms of the products/services/devices covered;

12. The measures discussed in Sections II.B.1 and II.B.2 apply to all Google CPSs.

d) the geographic scope of the measure (e.g., if the implementation of the measure extends beyond the EEA, please specify);

13. The description of Google's compliance measures in Sections II.B.1 and II.B.2 will apply globally.

e) any technical/engineering changes that were made in connection with the implementation of the measure concerned (e.g., on data flows and internal data usage policies, security aspects, tracking of new metrics, Application Programming Interfaces (APIs), operation system (OS) functionalities, parameters of ranking algorithms and methodologies used to rank, classify or make results more prominent, or parameters of online advertising auctions);

14. As discussed above in Section II.B.2, each CPS is building upon existing central systems, as well as product- and service-specific processes and tools, to adopt specific controls to comply with Art. 6(2).

15. In addition, as discussed in Section II.B.2 above, Google has launched a Central Policy.

f) any changes to the customer experience made in connection with the implementation of the measure concerned (e.g., changes in the customer interface, choice screens, consent forms, warning messages, system updates, functionalities available, or customer journey to access functionalities);

16. Not applicable.

g) any changes to (i) the remuneration flows in connection with the use of the Undertaking's core platform service (e.g. fee structure, level of the fees, revenue share for the relevant service(s), introduction of new fees, provisions and practices related to the business users' pricing policy, other remuneration flows between the Undertaking and the business users or end users, as applicable) and (ii) the other terms and conditions provided to end users and business users (or individually negotiated agreements with business and/or end users), or where applicable, changes to existing terms and conditions, required by the implementation of the measure concerned (e.g. privacy policy, conditions for access and interoperability and any other relevant clauses);

17. Not applicable.

h) any other relevant changes made in connection with the implementation of the measure concerned not covered by points e) to g) above;

18. Google made policy changes as described in Section II.B.2.

i) any consultation with end users, business users and/or any interested parties that has been carried out in the context of (i) the elaboration of the measure and/or (ii) the implementation of the measure, and how the input of these consulted parties has been taken into account. Provide a list of end users, business users and/or any interested parties consulted in this context and a high level description of the topic of the consultation with those users/parties;

19. Google attended the European Commission's public workshop on the data provisions of the DMA, including Art. 6(2), on 5 May 2023, where participants discussed considerations relevant to Art. 6(2).

j) any involvement of external consultants in the elaboration of the measure, including a description of the consultants' mission, whether they are independent from the Undertaking, a description of both their output and the methodology used to reach that output and, if applicable, an explanation of the reasons why the recommendations made by the external consultants were not followed;

20. Not applicable.

k) any alternative measures whose feasibility or implications has been assessed and the reasons for not choosing them and, in particular, where relevant (e.g., interoperability), the results of the evaluation of existing open standards and/or state of the art implementations and the reasons for not choosing them;

21. Not applicable.

l) any action taken to inform end users and/or business users of the measure, their feedback; and any changes to the measure implemented on the basis of this feedback;

22. Google has not taken action to inform business users and end users of Google's Art. 6(2) compliance measures.

m) where applicable, the interaction with measures the Undertaking has implemented to ensure

compliance with other obligations under Regulation (EU) 2022/1925;

23. Not applicable.

n) where applicable, all actions taken to protect integrity, security or privacy (e.g., data access, data retention policies) pursuant to the relevant provisions in Regulation (EU) 2022/1925 and why these measures are strictly necessary and justified and there are no less restrictive means to achieve these goals;

24. Not applicable.

o) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;

25. Not applicable.

p) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;

26. Not applicable.

q) a set of indicators which allow or will allow based on their future evolution the assessment of whether the measures implemented by the Undertaking to ensure compliance are 'effective in achieving the objectives of this Regulation and of the relevant obligation', as required by Article 8 of Regulation (EU) 2022/1925, including an explanation why the Undertaking considers these indicators to be the most suitable;

27. **[Confidential]**

r) any relevant data which can inform whether the measure is or will be effective in achieving the objectives of Regulation (EU) 2022/1925, such as, depending on the circumstances, data on the evolution of the number of active end users and active business users for the relevant core platform service and, for each relevant obligation, the interaction of end users with choice screens and consent forms, the amount of in-app purchases, the number of pre-installed defaults as well as yearly revenues from payments related to those pre-installed defaults, counts of end users who switch, counts of business users who obtain data access, etc. Provide an exact definition of the terms used and a detailed calculation explanation;

28. **[Confidential]**

s) any internal systems and tools used to monitor the effectiveness of the measure and the output of such internal systems and tools;

29. Google is relying on a number of technical systems to control and limit data access as described above in Sections II.B.1 and II.B.2.

t) where applicable, when compliance requires granting third parties (e.g., business users), access to data, interfaces or other technical features of the service: describe the procedure for third parties to obtain such access (including how third parties will be informed of this possibility), the scope (including terms and conditions attached to the access), the format, and the frequency (e.g. real time) and any other relevant information (e.g. whether the shared data/interface or other technical feature can be independently audited, data access policies, data retention policies and measures to enable secure data access).

30. Not applicable.

B.4 Google's Assessment of Compliance (Section 2.1.3)

31. Google maintains a compliance readiness programme designed to identify and address compliance risks, and ensure that Google's products and services are and remain compliant with applicable regulations.

B.5 List of Reports to the Management Body (Section 2.1.4)

32. [Confidential]

B.6 Summary of Feedback from Business Users and End Users (Section 2.1.5)

33. Given the requirement to comply with Art. 6(2) does not apply until 6 March 2024, Google has not yet received feedback on its compliance with this article.

Non-confidential summary of Art. 6(9) Chapter

I. Introduction

1. Art. 6(9) DMA ensures that gatekeepers provide end users and authorised third parties with effective means to port their data from a gatekeeper service. The intended outcome is “[t]o ensure that gatekeepers do not undermine the contestability of core platform services, or the innovation potential of the dynamic digital sector, by restricting switching or multi-homing.”¹⁵
2. The Art. 6(9) obligation “complements” a user’s right to data portability under the GDPR.¹⁶ The DMA states that any data transfer solution must not undermine user privacy and security, and should not contradict the GDPR.¹⁷ The DMA builds on the existing GDPR obligations and requires the gatekeeper to enable third parties to receive transfers of in-scope data when an end user has authorised them to do so. Third party “authorisation” means users can transfer data directly from a gatekeeper’s designated core platform service (CPS) to a third-party service, avoiding the need for users to download and re-upload the data themselves. This promotes the DMA’s goal of contestability.
3. The GDPR places duties on data controllers to maintain data privacy and security to a high standard; Google must continue to apply these protections in tandem with users’ data portability rights under Art. 6(9).
4. Google complies with end user portability obligations across all user-facing CPSs via Google’s centralised portability tool, known as “Takeout”. Google has now built on the functionalities of Takeout to support its Art. 6(9) compliance – specifically, by launching a new Data Portability API – such that Takeout and the Data Portability API serve as the Art. 6(9) solution across Google’s designated CPSs.

II. Art. 6(9)

A. **Compliance Statement (Section 2.1.1)**

5. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(9) of Regulation (EU) 2022/1925.

¹⁵ Recital 59, DMA.

¹⁶ See Recital 12 and Art. 8, DMA.

¹⁷ See Recital 12 and Art. 8, DMA. As regards data security, the GDPR contains an obligation to implement appropriate technical and organisational measures that ensure a level of security appropriate to the risks involved with third-party transfers (Arts. 5(1)(f) and 32, GDPR).

B. Description of Compliance (Section 2.1.2 - 2.1.5)

B.1 Status Prior to DMA Implementation

6. Google has long encouraged user data portability. The key steps of this ongoing process, which Google started well before the GDPR portability requirements came into effect, are described below.

The Data Liberation Front

7. In 2007, Google launched the **Data Liberation Front**.¹⁸ The Google Data Liberation Front is a team of engineers that accelerated Google's efforts towards in-product capability to port data for certain products at a time where few companies were investing resources for this goal.¹⁹

Takeout

8. In 2011, the Data Liberation Front launched **Takeout** as a user-facing centralised data portability tool. Takeout allows users to easily download their data from Google products – or export their data to third-party cloud storage services – in commonly used, machine readable formats, which they can upload easily to third-party service providers.

How Takeout works

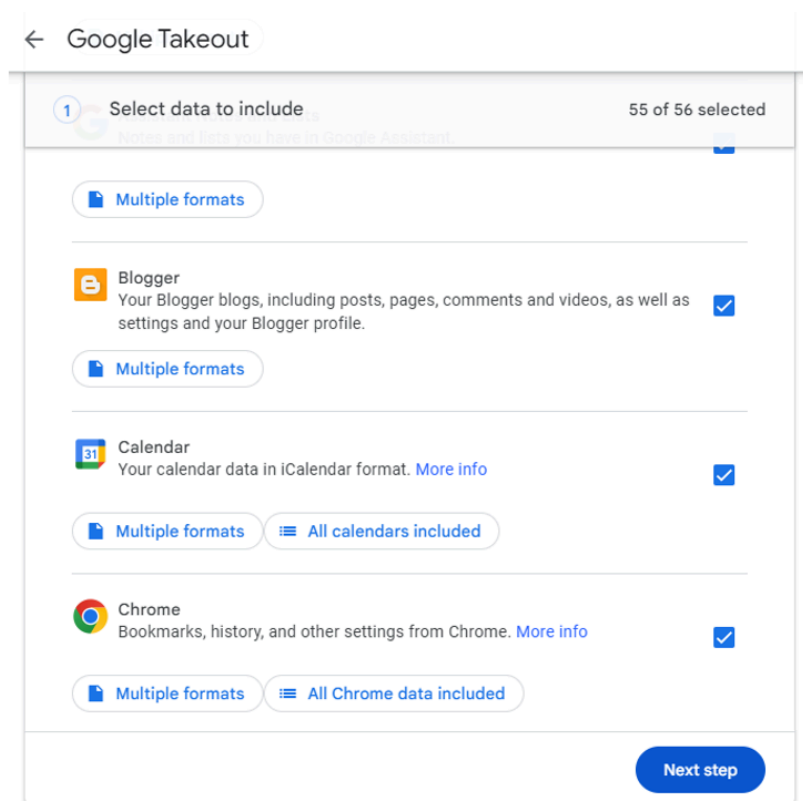
9. Takeout currently supports end users' data portability requests for more than 80 Google product integrations, in addition to all of Google's user-facing designated CPSs under the DMA. Originally, Takeout was conceived as a way to help users create backups of their data; however, today it is used for a wide range of use cases, including to export images for editing, to free up space on a device by archiving old files, to create backups on both hard drives and cloud services, and to migrate files and data to a new service or device.

¹⁸ See [Introducing Data Transfer Project: an open source platform promoting universal data portability](#) and [The Data Liberation Front Delivers Google Takeout](#)

¹⁹ See [Introducing Data Transfer Project: an open source platform promoting universal data portability](#).

10. As shown below, users can choose which data categories to include in a given export.

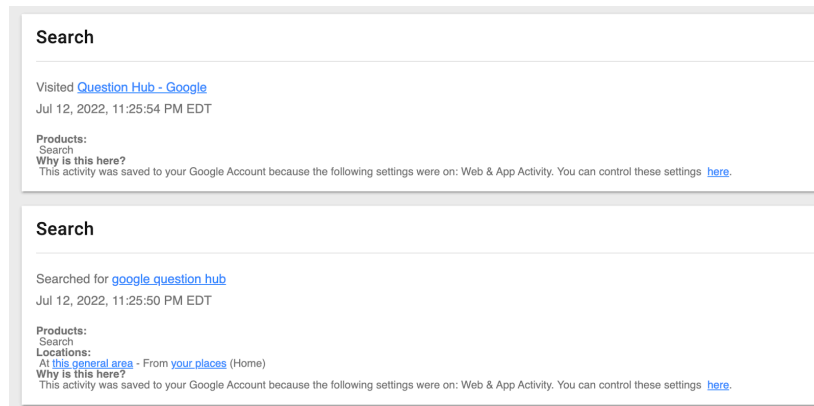
Selecting data to include in the export



11. End users can export data in several machine-readable standard formats, including industry-standard serialisations, media types, productivity formats, and formats applicable to user-uploaded content. Files are packaged in .zip or .tgz file formats.
12. Takeout gives users the flexibility to select specific data categories, allowing them to export copies of relevant categories, without having to export all data. This feature stands out as a key strength of the tool. As mentioned in an independent product review, “[t]he best thing about Google Takeout is that it’s not an “all or nothing” experience. If you’re looking to just export your Contacts, that’s possible. Or, if you want to select a handful of particulars, that’s fine, too. Of course, there is the option to grab it all.”²⁰

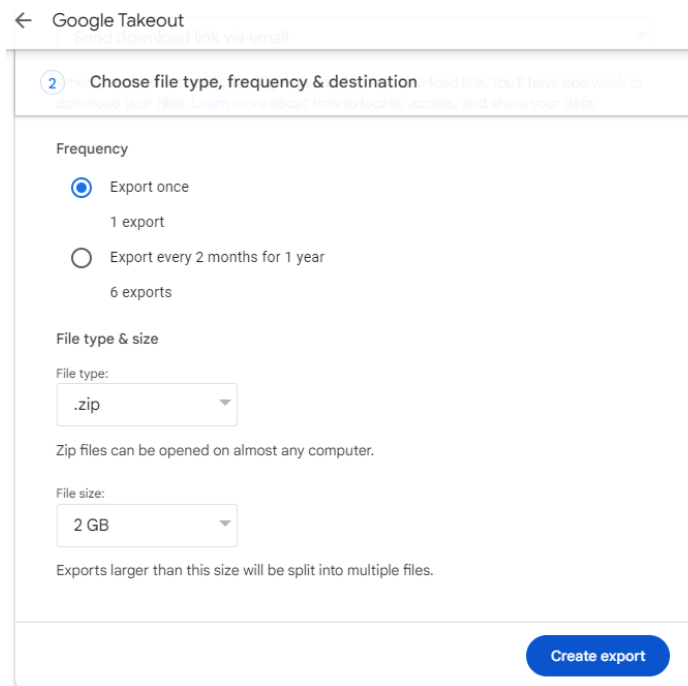
²⁰ See AndroidGuys, [Google Takeout: What is it and how do you use it?](#) (19 October 2018).

Example of Google Search user activity-generated data included in a Takeout report



13. Users may access the Takeout tool whenever they wish, and request as they like.²¹ Users can visit takeout.google.com and request a single export of as many of the data categories or slices as they wish. For convenience, Takeout also supports scheduled exports by end users, allowing users to select automatic exports every two months for one year.

Choosing file type, size and frequency of the export

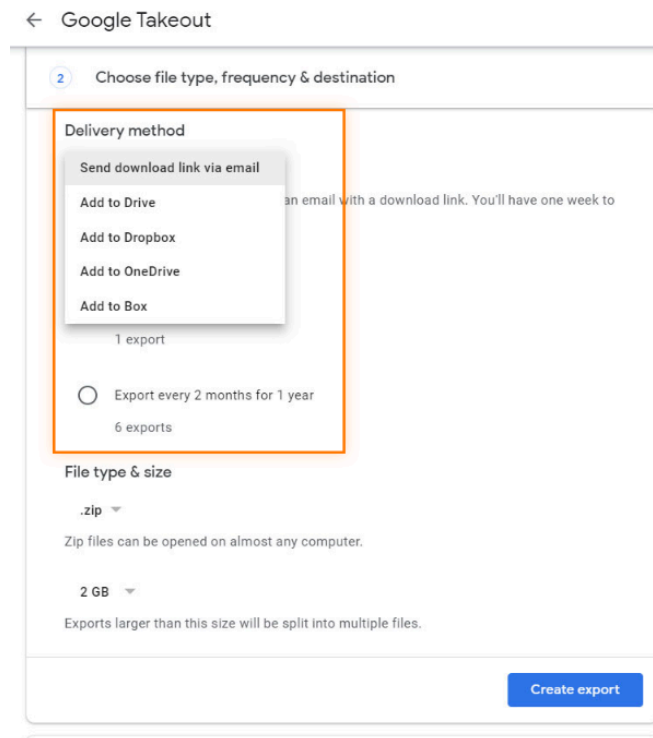


14. **Accessing and exporting data from Takeout occurs in real-time.** Google provides a copy of the user's data at the time the request is processed – which happens without material delay. For small data packages, export is near-instantaneous; for larger data packages, there is some inevitable latency, but overall the process is quick.

²¹ Google does not impose limits on the number of Takeout export requests users can make but may set up constraints and safeguards to protect the Takeout tool and related systems against abuse or attacks by malicious actors.

15. Users can decide whether to download the files onto a device or send a copy of their data directly to select third-party storage services.

Choosing a destination for the export



16. Users can then grant third parties read-access to the data stored on these third-party storage services and potentially transfer that data to an additional third party, depending on whether the storage provider offers this functionality.

Exporting data via Takeout is quick and easy

17. Takeout is accessible across various Google surfaces, making it easy to find. Takeout's success is confirmed by consistent growth of data exports.²²

Takeout provides users with effective portability

18. Users use Takeout in several different ways, for different purposes, including to port data to other services, transfer data to a new device, create copies or backups of data, archive old data, or explore or examine data in their Google accounts.
19. Takeout facilitates switching and multi-homing. Users can export a copy of their data and deploy it with another service that may better (or differently) meet their needs, without interrupting their use of Google's services in any way. If users ultimately prefer Google's service, they can keep using it as before. If, on the other hand, users want to switch wholesale to a rival, they can safely remove their data from their Google Account.

²² See Google - The Keyword, [Building data portability to help consumers choose](#) (9 March 2022): "in 2021, more than 400 billion files were exported, which has doubled since 2019."

The Data Transfer Project

20. Google did not stop its data portability efforts with Takeout. In 2018, Google co-founded the Data Transfer Project, an ongoing collaboration designed to address some of the technical challenges by deploying large-scale portability efforts and reducing the engineering effort required by each participant.²³

The Data Transfer Initiative

21. In March 2023, Google supported the launch of the Data Transfer Initiative which builds on and extends the past years of work on the Data Transfer Project. The Data Transfer Initiative aims to develop a trusted, safe third-party data transfer framework between data hosts and recipients, keeping users safe and empowered at the same time.²⁴

B.2 DMA Compliance Changes

22. To comply with the DMA, Google relies on the existing Takeout tool for end users. In addition, it has built on the existing capabilities of Takeout to improve its current user data portability process by launching an even easier way for users to share a copy of their data with authorised third parties: the **Data Portability API**.
23. Under this new solution, users can visit a third-party service and provide the authorisation to that service to export data the user wants to share with that third party.
24. The Data Portability API works as follows:
 - (a) Third-party developers are able to request access to the Data Portability API and are then subject to Google's developer verification process in accordance with relevant policies.
 - (b) Once a third party developer obtains access, end users who are interacting with the third party developer's app or website can click a button or select an option shown on the developer's app or website that allows them to have their relevant data copied and moved from Google directly to the third-party developer's product or service.
 - (c) Users then authenticate and authorise access for the third-party developer using their Google account and industry standard and ubiquitous OAuth 2.0.
 - (d) Once the user authorises the export for the third party, Google creates a copy of the data requested by the user in machine-readable formats. The copy of the data is then available to the third party as soon as it is processed.
 - (e) Once the copy is complete, the third-party developer can move that copy into their product or service.

²³ See [Data Transfer Initiative](#).

²⁴ See [Data Transfer Initiative](#).

25. Authorised third parties are able to make as many requests for users to authorise export of their data as they like.²⁵ The authorisation will enable access to the user's existing data.
26. Google makes the data available to authorised third-parties in machine-readable formats. Publicly available developer-facing documentation explains the structure and format of data to ensure that third party developers are able to effectively port the data (see below).

Technical measures

27. As described above, end users can continue to use Takeout to directly access their data and are able to share their data, once downloaded, with any third party. Users can also transfer their data directly to select third party cloud storage services from the Takeout user interface. In addition, the Data Portability API enables direct transfers of data to third party services authorised by the user.
28. When fulfilling its DMA obligations, Google takes necessary measures to protect user data in line with its GDPR obligations. Google also implemented reasonable and appropriate safeguards as part of the Data Portability API to ensure that users can port their data directly to third-party services while protecting the process against bad actors.

Takeout's safeguards ensure Google's compliance with the GDPR

29. Google has simple, efficient, and user-friendly safeguards in place for Takeout to comply with GDPR obligations and to protect user data. These include:
 - (a) **Account Authentication.** Users have to re-authenticate their account (*i.e.*, provide their user credentials) to execute an export, even if they are already signed in. In case of transfer to a third-party cloud storage provider, the user will need to also sign-in to that provider.
 - (b) **Encryption.** The data is encrypted in transit to the user's device or to a third-party destination.
 - (c) **User Notification.** Users are notified when exports start and finish.
 - (d) **Archive Expiration.** The archive data is only available for a limited amount of time, after which the account must be reverified and the data re-exported.

The Data Portability API includes proportionate safeguards to protect user security and privacy

30. Art. 6(9) enables third parties to receive transfers of in-scope data when an end user has authorised them to do so. At the same time, the DMA makes clear that compliance should not require undertakings to breach their privacy obligations under GDPR. Google's Data Portability API balances these objectives in a way that supports contestability, while complying with GDPR obligations to protect users' data.
31. Within the framework of its Data Portability API, Google has instituted a set of security protocols to guard against compromises to users' data privacy and security. In particular, Google requires each developer to make accurate representations about its access to and

²⁵ While end users can schedule automatic exports via takeout.google.com, the Data Portability API will not support scheduled automatic exports.

use of data, and requires a fresh authorisation by the user for each data portability request to ensure sufficient user choice and control.

32. In addition, users have granular control over what data they export to third parties via the Data Portability API. Third parties prompt users to authorise the export of specific categories of data (via API scopes); users may choose to authorise export of some, all, or none of the data categories that third parties request.
33. Additional safeguards and controls introduced under the new Data Portability API are as follows:
 - (a) Users must reauthorise third parties for each export,
 - (b) Exported data is encrypted,
 - (c) Google notifies users when various steps of the export process complete,
 - (d) The export archive remains available only for a limited amount of time.

Third-party developer verification process overview

34. This process is end user agnostic and occurs before the developer can prompt end users for authorisation to access their data. It involves the following steps:
 - (a) **Submission.** Third party developers submit an application indicating what specific API scopes – or data categories – they wish to access and attest that their proposed use of the API complies with relevant Google policies.
 - (b) **Screening.** Google conducts checks to ensure that the third party developer is not a known abusive or ineligible entity.
 - (c) **Pre-Verification.** During this phase Google confirms that the developer has submitted a complete application.
 - (d) **Verification.** Google reviews the application for compliance with all relevant policies.
 - (e) **App Security.** Third party developers requesting API scopes classified as “restricted” must demonstrate that the app adheres to [Cloud Application Security Assessment](#) requirements, including by obtaining a letter of validation from the App Defense Alliance.
35. If the developer meets the requirements outlined above, the developer is able to access the Data Portability API data categories for which they received Google’s approval.²⁶ The developer can then prompt individual users for authorisation to port a copy of the relevant user data from Google’s services into the developer’s services. Data is only exported via the Data Portability API if the user authenticates with their Google credentials and authorises the third party developer to copy and move their data through the API for the selected data categories. To mitigate privacy and security risks associated with broad third-party access

²⁶ Developers building apps for testing or personal use do not need to go through the verification process.

to broad and sensitive categories of data, users must re-authorise each subsequent transfer of data.

36. Once a developer has gained access to the Data Portability API, Google plans to take reasonable and proportionate measures to monitor third-party developer use of the Data Portability API.

Policy measures

37. Policies and documentation on user data portability currently available to end users and third parties include the following:
 - (a) **Help** Center: (i) [How to download your Google data](#), (ii) [Share a copy of your data with a third party \(End user help center for the Data Portability API\)](#), and (iii) [Developer documentation for the Data Portability API](#),
 - (b) Privacy Policy: Section [Exporting & Deleting Your Information](#),
 - (c) Terms of Service: [Google API Terms of Service](#),
 - (d) API Services Policy: [Google API Services User Data Policy](#),
 - (e) Data Portability API Policy: [Data Portability API user data and developer policy](#).

Training

38. Google has developed specific training for its staff on the DMA's obligation and its requirements.

Conclusion: Google complies with Art. 6(9)

39. As explained above, Google complies with end user portability obligations across all user-facing CPSs via Google's centralised portability tool, Takeout.
40. Google has built a new API as part of its Art. 6(9) compliance to complement Takeout. The new API means users can share a copy of their relevant data directly with authorised third parties.

Where to find more information on data portability

End users can access their data at:

takeout.google.com

More information about data portability is available at:

How to download your Google data:

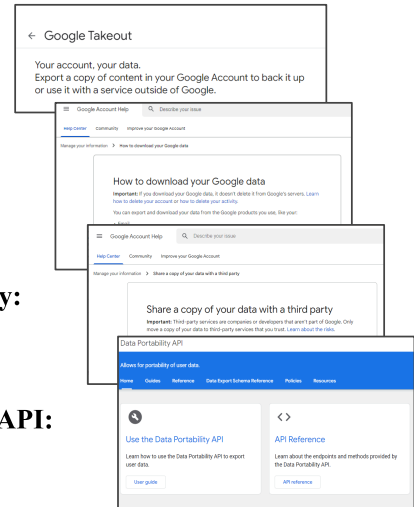
support.google.com/accounts/answer/3024190

How to share a copy of your data with a third party:

support.google.com/accounts/answer/14452558

Developer documentation for the Data Portability API:

developers.google.com/data-portability



B.3 List of Information (Section 2.1.2)

a) the relevant situation prior to the implementation of the measure and how the newly introduced measure ensures compliance with the obligations laid down in Articles 5 to 7 of Regulation (EU) 2022/1925;

41. Google has long supported data portability. Prior to the implementation of the Data Portability API, Google launched the Data Liberation Front in 2007, Takeout in 2011, and the Data Transfer Project in 2018, and supported the launch of the Data Transfer Initiative in 2023.
42. Takeout serves as the Art. 6(9) solution with respect to end user access to and exporting of data across Google's designated CPSs.
43. In addition, Google has developed and launched a new Data Portability API by which users can visit a third party website or app and provide the authorisation to that site to export their data. This solution builds on Takeout's existing capabilities, so that end users can share a copy of their data directly with authorised third parties, in compliance with Art. 6(9).

b) when the measure was implemented;

44. Google launched Takeout as a user-facing centralised data portability tool in 2011.
45. The final version of the Data Portability API was released on 6 March 2024. Google carried out third party testing of the Data Portability API before it became available for general use with an Early Access Program (EAP) and a Beta Program.

(a) **EAP.** The EAP was part of a set of commitments offered by Google in the AGCM case A552 - *Google-ostacoli alla portabilità dei dati*.²⁷ In particular, under Commitment 3, Google allowed select third parties to start testing the Data Portability API for My Activity Search and My Activity YouTube (with test data) in advance of its actual release.

(b) **Beta Program.** On 24 January 2024, Google launched a Beta version of the Data Portability API, which included additional data categories. The Beta Program was open to developers publicly, allowing any third party developer to access developer documentation, enable the Data Portability API, and request scope access in the cloud console for testing.

c) the scope of the measure in terms of the products/services/devices covered;

46. Takeout is currently used for data portability requests concerning more than 80 product integrations, including all user-facing designated CPSs.

47. The Data Portability API supports data portability under Art. 6(9) for all user-facing designated CPSs.

d) the geographic scope of the measure (e.g., if the implementation of the measure extends beyond the EEA, please specify);

48. The consumer-facing Takeout tool is available worldwide. The Data Portability API is available for end users in all EEA countries, the UK, and Switzerland to port their relevant data to developers. Additionally, it is available for authorised third parties globally.

e) any technical/engineering changes that were made in connection with the implementation of the measure concerned (e.g., on data flows and internal data usage policies, security aspects, tracking of new metrics, Application Programming Interfaces (APIs), operation system (OS) functionalities, parameters of ranking algorithms and methodologies used to rank, classify or make results more prominent, or parameters of online advertising auctions);

49. Google has built on the existing capabilities of Takeout to improve its current user data portability process by launching an even easier way for users to share a copy of their data provided or generated through their use of Google's user-facing designated CPSs with authorised third parties, i.e., the Data Portability API.

f) any changes to the customer experience made in connection with the implementation of the measure concerned (e.g., changes in the customer interface, choice screens, consent forms, warning messages, system updates, functionalities available, or customer journey to access functionalities);

50. No changes have occurred to the Takeout user interface. Users continue to be able to export their data on a one-off basis, or they can schedule recurring automatic exports (every two months for a year). End users can select the destination for these Takeout

²⁷ AGCM, Decision of 31 July 2023, No. 30736, A552 - *Google-ostacoli alla portabilità dei dati*.

exports, including download to their device, Drive, or certain third-party cloud service providers.

51. A new user interface has been introduced for the Google authorisation flow for the Data Portability API.

g) any changes to (i) the remuneration flows in connection with the use of the Undertaking's core platform service (e.g. fee structure, level of the fees, revenue share for the relevant service(s), introduction of new fees, provisions and practices related to the business users' pricing policy, other remuneration flows between the Undertaking and the business users or end users, as applicable) and (ii) the other terms and conditions provided to end users and business users (or individually negotiated agreements with business and/or end users), or where applicable, changes to existing terms and conditions, required by the implementation of the measure concerned (e.g. privacy policy, conditions for access and interoperability and any other relevant clauses);

52. Google has changed (i) the user interface, where users authenticate and authorise access for third parties, and (ii) the Help Center articles.

h) any other relevant changes made in connection with the implementation of the measure concerned not covered by points e) to g) above;

53. Google also developed a customisable URL that third parties can embed in their apps or websites and that takes users directly to their Takeout export process with Google products and other parameters (e.g., frequency) preselected by the third party. This feature improves the end user portability experience by reducing potential confusion or inconsistency about what the third-party service is seeking and what the end user manually selects to export within Takeout before uploading to third parties. Google provided this URL in the Google Help Center, which explains to users how to download their data from Google.²⁸

i) any consultation with end users, business users and/or any interested parties that has been carried out in the context of (i) the elaboration of the measure and/or (ii) the implementation of the measure, and how the input of these consulted parties has been taken into account. Provide a list of end users, business users and/or any interested parties consulted in this context and a high level description of the topic of the consultation with those users/parties;

54. Google provided an overview of its Art. 6(9) compliance plans and the role of Takeout in data porting during the Commission's DMA stakeholder workshop titled "The DMA and data-related obligations" on 5 May 2023.²⁹

55. Google has undertaken a series of initiatives to solicit market feedback on the Data Portability API solution. Feedback was positive regarding the usability of the tool.

j) any involvement of external consultants in the elaboration of the measure, including a description of the consultants' mission, whether they are independent from the Undertaking, a

²⁸ The URL and the information required to implement it can be found under the question "Can my app customize the Takeout user interface?". The Help Center article is available in a number of languages (including [English](#) and [Italian](#)).

²⁹ See [20230505_dma_data_related_obligations_workshop_agenda_0.pdf \(europa.eu\)](#).

description of both their output and the methodology used to reach that output and, if applicable, an explanation of the reasons why the recommendations made by the external consultants were not followed;

56. Not applicable.

k) any alternative measures whose feasibility or implications has been assessed and the reasons for not choosing them and, in particular, where relevant (e.g., interoperability), the results of the evaluation of existing open standards and/or state of the art implementations and the reasons for not choosing them;

57. Not applicable.

l) any action taken to inform end users and/or business users of the measure, their feedback; and any changes to the measure implemented on the basis of this feedback;

58. Google consulted with interested parties and took action on the feedback received.

59. Google has also informed users of the changes brought about the launch of the Data Portability API by updating Help Center articles and the relevant user-facing documentation, including primarily the articles explaining "[How to download your Google data](#)" and how to "[Share a copy of your data with a third party](#)".

m) where applicable, the interaction with measures the Undertaking has implemented to ensure compliance with other obligations under Regulation (EU) 2022/1925;

60. Not applicable.

n) where applicable, all actions taken to protect integrity, security or privacy (e.g., data access, data retention policies) pursuant to the relevant provisions in Regulation (EU) 2022/1925 and why these measures are strictly necessary and justified and there are no less restrictive means to achieve these goals;

61. The Art. 6(9) obligation "complements" the right to data portability under the GDPR.³⁰ The DMA builds on the existing GDPR obligations and enables third parties to receive transfers of in-scope data when an end user has authorised them to do so. This "authorisation" option enables direct transfers of data from a gatekeeper's designated CPS to a third-party service, avoiding the need for users to download and re-upload the data themselves, thereby promoting the DMA's goal of contestability.

62. Google complies with end user portability obligations across all user-facing CPSs via Takeout (see Section I). When fulfilling these DMA obligations, Google took the necessary measures to protect user data in line with its GDPR obligations.

63. Google also implemented reasonable and appropriate safeguards as part of the Data Portability API aimed at promoting user privacy and security, reducing the risk of privacy incidents and guarding against the unexpected or unauthorised transfer or use of data (see above, Section II.B.2).

³⁰ See Recital 12 and Art. 8, DMA.

o) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;

64. Google engaged with and provided technical assistance to EAP participants as they were testing the Data Portability API.

p) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;

65. Not applicable.

q) a set of indicators which allow or will allow based on their future evolution the assessment of whether the measures implemented by the Undertaking to ensure compliance are 'effective in achieving the objectives of this Regulation and of the relevant obligation', as required by Article 8 of Regulation (EU) 2022/1925, including an explanation why the Undertaking considers these indicators to be the most suitable;

66. Google is monitoring compliance with Art. 6(9) based on certain main indicators. These are not in themselves indicative of any possible non-compliance issue but serve to identify possible areas of further inquiry and may evolve over time.

r) any relevant data which can inform whether the measure is or will be effective in achieving the objectives of Regulation (EU) 2022/1925, such as, depending on the circumstances, data on the evolution of the number of active end users and active business users for the relevant core platform service and, for each relevant obligation, the interaction of end users with choice screens and consent forms, the amount of in-app purchases, the number of pre-installed defaults as well as yearly revenues from payments related to those pre-installed defaults, counts of end users who switch, counts of business users who obtain data access, etc. Provide an exact definition of the terms used and a detailed calculation explanation;

67. See Section II.B.3(q) above.

s) any internal systems and tools used to monitor the effectiveness of the measure and the output of such internal systems and tools;

68. **[Confidential]**

t) where applicable, when compliance requires granting third parties (e.g., business users), access to data, interfaces or other technical features of the service: describe the procedure for third parties to obtain such access (including how third parties will be informed of this possibility), the scope (including terms and conditions attached to the access), the format, and the frequency (e.g. real time) and any other relevant information (e.g. whether the shared data/interface or other technical feature can be independently audited, data access policies, data retention policies and measures to enable secure data access).

69. The Data Portability API enables users to visit a third party service and provide the authentication to that service to export whichever data the user wants to share with that third party. The process through which users can authenticate and authorise access for third parties is described in Section II.B.2 above.
70. As for frequency, authorised third parties are able to make as many requests as they like (see Section II.B.2).³¹
71. Google has informed users of the changes brought about the launch of the Data Portability API by updating Help Center articles and the relevant user-facing documentation. Policies and documentation on data portability currently available to end users and third parties are listed in Sections II.B.2 and II.B.3(I).

B.4 Google's Assessment of Compliance (Section 2.1.3)

72. Google maintains a compliance readiness programme designed to identify and address compliance risks, and ensure that Google's products and services are compliant with applicable regulations.

B.5 List of Reports to the Management Body (Section 2.1.4)

73. [Confidential]

B.6 Summary of Feedback from Business Users and End Users (Section 2.1.5)

74. Given the requirement to comply with Art. 6(9) does not apply until 6 March 2024, Google has not yet received feedback on its compliance with this article.

³¹ To the extent necessary to ensure system health and prevent abuse, Google may implement reasonable quotas and/or account safeguards.

Non-confidential summary of Art. 6(10) Chapter

I. Introduction

1. Google has a long-standing practice of sharing data, information, and insights with its business users. Its services provide extensive data, complemented by sophisticated analytics tools, to enhance the value of its services and enable business users to derive significant benefit from these services. Providing business users with data that enables them to understand their performance and the value they obtain from Google is an important part of Google's service.
2. As a result, Google was already largely compliant with the requirements of Art. 6(10). In fact, Google provides substantially more data to business users than required under this provision. It has developed highly sophisticated tools through which business users can access and analyse this data. And it provides business users with extensive documentation that explains what data they can access and how to access it.
3. That said, Google nonetheless undertook measures to prepare for Art. 6(10); its main compliance steps covered the following:
 - (a) Google took the opportunity of the DMA's implementation to review its data sharing practices to identify whether there was any additional data that was appropriate to share with business users, or appropriate changes to make to data access tools.
 - (b) Google has formalised – and will continue to review and formalise – its practices and processes for sharing data to ensure that its data sharing will remain in compliance with Art. 6(10) going forward.
4. Google describes in more detail below the data that its designated core platform services (CPSs) make available to business users and the compliance measures that it undertook.

II. Art. 6(10)

A. **Compliance Statement (Section 2.1.1)**

5. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(10) of Regulation (EU) 2022/1925.

B. **Description of Compliance (Section 2.1.2 - 2.1.5)**

B.1 **Status Prior to DMA Implementation**

6. Google's designated CPSs have a well established practice of sharing extensive data with their business users. They do so via a range of sophisticated tools and interfaces and document these tools and interfaces with extensive information material. Google's processes and systems for sharing data represent the culmination of many years of work and investment.

7. Google describes below, for each designated CPS, the main data that the CPS provides to business users, the tools for accessing that data, and the documentation that supports these tools.

Google Play

8. **Data provided to business users.** Google Play provides business users with access to the following main categories of data:
 - (a) The app or other digital content listed on Google Play,
 - (b) Information provided by business users about their apps or other content for display on Google Play (e.g., descriptions of the apps available on Google Play),
 - (c) Listing data (e.g., whether an app was listed on Google Play and if not, why, issues preventing listing on Google Play),
 - (d) Data on downloads, instals, updates, and uninstals of apps or other content available on Google Play (e.g., total number of instals, number of users who updated the app or content),
 - (e) Data on user purchases and cancellations of apps or other content available on Google Play (e.g., total number of purchases, cancelled orders),
 - (f) App performance metrics, such as data on searches (e.g., the queries that end users used to find an app on Google Play, total number of searches that led to the app on Google Play); data on interactions with promotional content (e.g., how many users clicked on a promotional result of a business user); user growth and loss (e.g., unique user acquisitions, audience growth, and churn); and store listing performance (visitors and conversions from a business user's store listing),
 - (g) App quality data, including rating and reviews (e.g., the number of stars that end users gave to a given app on Google Play); page quality of apps listed on Google Play,
 - (h) Data on app functioning (e.g., app crashes, how often the app is opened, whether the app was in the foreground or background, the geographic location associated with the user account accessing the app),
 - (i) Pricing and revenue data (e.g., total revenues, average revenues per daily/monthly active user, new buyers, cumulative buyers),
 - (j) General analytics, benchmarking, and statistics (e.g., comparison of a Google Play business user's key growth, engagement, and monetisation metrics with their peers' metrics),
 - (k) Business user account configuration data (e.g., business user's name, contact details, and billing address).

9. **Data tools.** Google Play provides business users with a number of different means for accessing and analysing data. These include the Google Play Developer Console³² (Play Console) and Play APIs (e.g., the Play Developer API, Reply to Reviews API,³³ Subscriptions and In-App Purchases API,³⁴ Reporting API,³⁵ and Voided Purchases API³⁶).
10. Play Console includes an Access Control List system through which business users can configure permissions and allow third-party service accounts to access data. Business users can also access data via multiple APIs as noted above. Business users can similarly authorise third parties to access data via the APIs.
11. **Documentation of tools.** To help business users identify, access, and use the data available via Play Console, Google built a dedicated website and published webinars that explain how to use the Play Console and its many features.³⁷ The website and webinars are complemented by Play Console Help Center articles with additional guidance for developers, including on more specific and detailed features of Play Console relevant to data access, such as how to view app statistics, various monthly reports, and revenue data.³⁸
12. Similarly, business users can consult a Help Center page on Google Play Developer APIs for an overview of the different APIs that they can use to access relevant data, which also contains links to more detailed and specific resources on each API.³⁹
13. These resources are complemented by Google Play Academy e-learning courses.⁴⁰

³² See [Google Play Console | Android Developers](#).

³³ The [Reply to Reviews API](#) allows Google Play's business users (i.e., developers) to view user feedback for their app when such feedback contains a user comment, and reply to this feedback.

³⁴ See [Google Play Developer APIs | Android Developers](#). The Subscriptions and In-App Purchases API (nested in the collection of Play Developer APIs) allows Google Play's business users (i.e., developers) to manage their app's catalogue of in-app products and subscriptions.

³⁵ The [Play Developer Reporting API](#) lets Play's business users (i.e., developers) access metrics, reports, and timeline information about their apps.

³⁶ See [Voided Purchase API](#). The Voided Purchases API (nested in the collection of Google Play Developer APIs) provides a list of orders that are associated with purchases that a user has voided.

³⁷ See [About Play Console](#) and [Google Play Console webinars](#).

³⁸ See, for example, [Play Console Help](#) and various sub-articles including [View app statistics](#), [Download and export monthly reports](#), and [Review app's revenue and buyer data](#).

³⁹ See [Google Play Developer APIs](#).

⁴⁰ See, for example, [Analyse your data and respond to trends](#).

How can Google Play business users get started to access data?

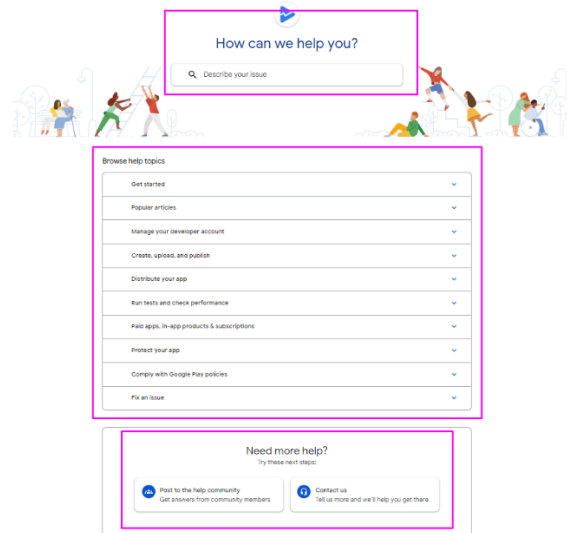
Google Play business users that are not yet accessing data through Google Play have a number of different easy starting points and options to find information and request access to data.

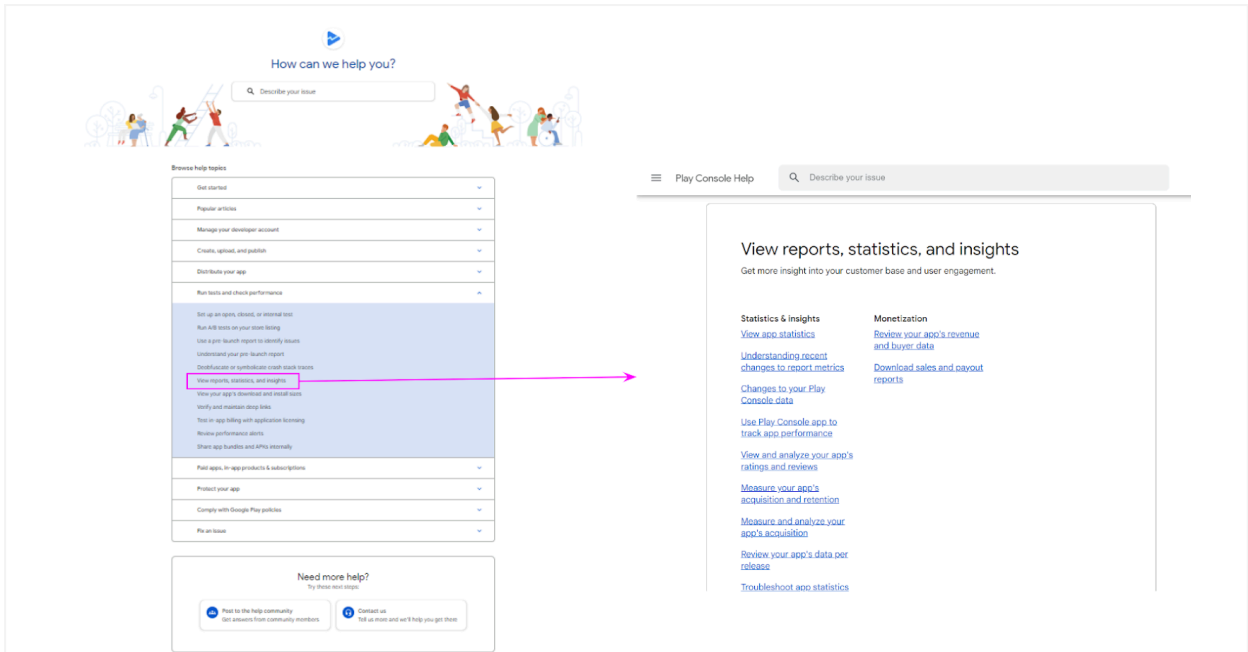
How to find information about available data and data tools

The main starting point for business users to find information about the data that Google Play makes available and the tools that Google Play provides to access that data is by simply going to the dedicated [Play Console Help page](#).

This page provides easy access to links to all support pages, including those relating to how business users can access the data Google Play makes available to business users. Business users can also enter queries into the search box on the Play Console Help page to search for information about data that Google Play makes available for them.

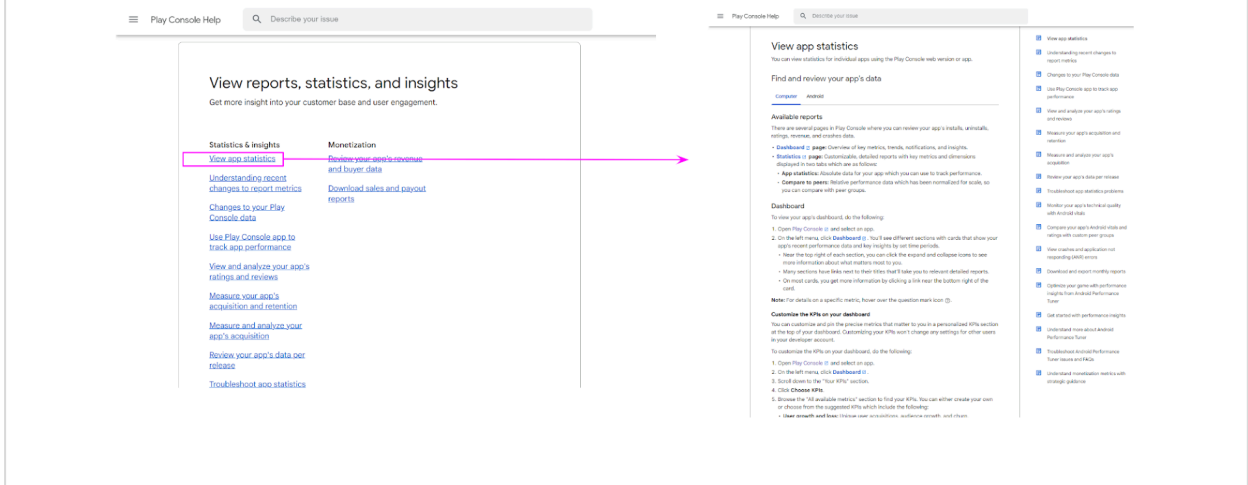
Business users can find detailed information about the data that Google Play makes available to them by going to the “Run checks and test performance” section of the Play Console Help page and clicking on “View reports, statistics and insights”, as shown below. On this page, business users can find links to pages with further information on how they can access different types of data and insights by category, including step-by-step guidance on how to obtain the relevant data.





How to request access to data

The best starting point for business users to request and access data from Google Play is by accessing the [View app statistics](#) help page (which is easily accessible as outlined above). This page includes step-by-step guidance on how to request and gain access to different types of data that Google Play makes available to business users through the Play Console Dashboard and Statistics reports. In addition, business users can go to the [Google Play Developer APIs](#) page to find information about what data is provided through and how to access relevant APIs.



Google Search

14. **Data provided to business users.** Google Search provides business users with the following main categories of data:

- (a) Websites' data feeds for use on Google Search,

- (b) Crawl statistics, reports on rich structured content elements on web pages that Google Search could or could not crawl, and security issues detected by Google Search on websites;
- (c) Indexing data (e.g., page indexing, video indexing),
- (d) Sitemap data (e.g., sitemaps provided for a given website),
- (e) Data that business users provided via Merchant Center and Business Profile (e.g., product feeds, promotions, inventory data, product descriptions, account configuration, business website information),
- (f) Website quality data (e.g., mobile useability, page experience),
- (g) Results performance data (*i.e.*, how websites perform in free search results), such as queries that show the website, and clicks, impressions, CTR, and average position of the website,
- (h) Data on how end users navigate on Google Search to reach a business user's website,
- (i) Data related to transactional features available on Google Search with end-to-end solutions (e.g., engagement data, error/crash data),
- (j) Data on communications between business users and end users on Google Search through its chat functionality.

15. **Data tools.** Google Search provides business users with a number of different tools for accessing and analysing data. Its main tool for data access is Search Console.⁴¹ In addition, Google Search also provides businesses users for particular types of data via a number of other tools, including Takeout,⁴² Merchant Center,⁴³ Google Business Profile,⁴⁴ Travel Analytics Center,⁴⁵ Hotel Center,⁴⁶ Things to Do Center,⁴⁷ Order with Google Analytics Dashboards & Actions Console.⁴⁸ Business users can also obtain programmatic data access

⁴¹ See [About Search Console](#).

⁴² See [How to download your Google data](#).

⁴³ See [Merchant Center Page](#).

⁴⁴ See [Business Profile](#).

⁴⁵ The Travel Analytics Center provides partner and funnel performance metrics for Search Engine Marketing, Google Flights, and Enterprise Flights products.

⁴⁶ See [Hotel Center by Google Terms of Service](#).

⁴⁷ See [Things to Do Center: Starter guide](#).

⁴⁸ See [Order with Google](#), [Actions console analytics](#) and [BigQuery export](#).

via APIs (including Search Console API,⁴⁹ Google Hotels APIs,⁵⁰ Travel Partner API,⁵¹ and Google Business Profile API).⁵² Business users are able to authorise third parties to access data on their behalf through these tools.

16. **Documentation of tools.** Google Search maintains a range of resources for business users that document its data tools. For Search Console, Google maintains a dedicated Help Center,⁵³ which contains a collection of articles regarding data access - including, for example, a full list of reports and tools available to business users to access relevant data, with links to more specific resources for each of them.⁵⁴ Other articles describe in detail how business users can use Search Console and access the various tools and reports available to them within Search Console. They explain key Google Search-related metrics such as clicks, impressions, and click-through-rate (all data points available to business users, yet outside the scope of Art. 6(10)).⁵⁵ And they provide guidance regarding how to interpret reports and metrics.⁵⁶
17. Google also provides Help Center articles for its other data tools, including Merchant Center,⁵⁷ Business Profile,⁵⁸ Takeout,⁵⁹ sitemap reporting,⁶⁰ Travel Analytics Center,⁶¹ Hotel Center,⁶² Things to Do Center,⁶³ and Order with Google.⁶⁴
18. Help Center resources are supplemented by tutorials, including a series of 29 videos showing in detail how business users can access data via the Google Search Console. Among other things, these tutorial videos highlight how business users can export and

⁴⁹ The Search Console API provides programmatic access to the most popular reports and actions in the Search Console account. Google Play's business users (*i.e.*, developers) can query their search analytics, list their verified sites, manage their sitemaps etc.

⁵⁰ See [Hotel APIs](#).

⁵¹ See [Travel Partner API](#).

⁵² See [Business Profile APIs](#).

⁵³ See [Search Console Help](#) and the related blog page [More and better data export in Search Console](#) and API overview page [Overview | Search Console API](#).

⁵⁴ See [All reports and tools](#).

⁵⁵ See, for example, [Getting started with Search Console](#).

⁵⁶ See, for example, [Reports at a glance](#), [Crawl Stats Report](#), [Navigating a Search Console report](#), [Security Issues report](#), and [Core Web Vitals report](#).

⁵⁷ See [Merchant Center Help](#).

⁵⁸ See [Google Business Profile Help](#).

⁵⁹ See [How to download your Google data](#).

⁶⁰ See [Manage your sitemaps using the Sitemaps report](#).

⁶¹ See [Travel Analytics Center Help](#).

⁶² See [Hotels starter guide - Hotel Center Help](#)

⁶³ See [Things to Do Center: Starter guide](#).

⁶⁴ See [Order with Google](#).

analyse their data, as well as the additional data that Google provides, such as performance metrics.⁶⁵

How can Google Search business users get started to access data?

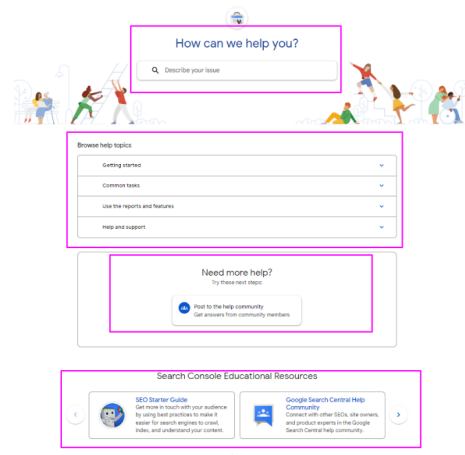
Google Search business users that are not yet accessing Google Search data have easy starting points to find information and request access to data.

How to find information about available data and data tools

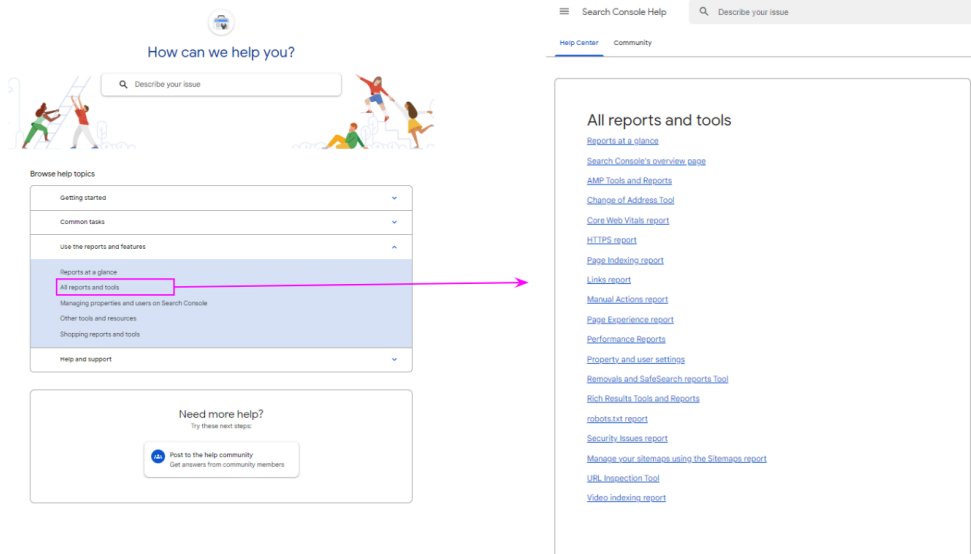
The main starting point for business users to find information about the data that Google Search makes available and the tools that Google Search provides to access that data is by simply going to the dedicated [Search Console Help page](#).

This page provides easy access to links to all support pages, including those relating to how business users can access the data Google Search makes available to business users. Business users can also enter queries into the search box on the Search Console Help page to search for information about data that Google Search makes available for them.

Business users can find detailed information about the data that Google Search makes available to them by going to the “Use reports and features” section of the Search Console Help page and clicking on “All reports and tools”, as shown below. On this page, business users can find links to pages with further information on how they can access different types of data and insights by category, including step-by-step guidance on how to obtain the relevant data.



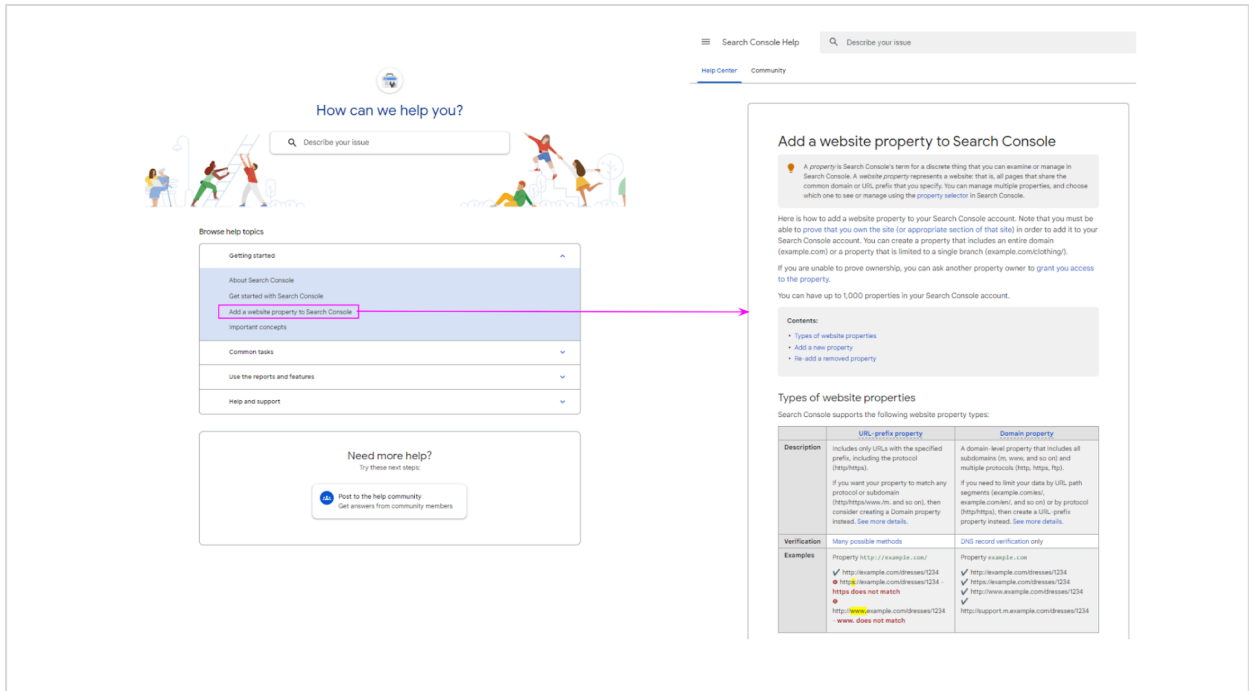
⁶⁵ See, for example, [Search Console Training YouTube Playlist](#).



Similar guidance and support is also available for relevant Google Search business users through the [Hotel Center Help page](#), [Travel Analytics Center Help page](#), [Things to do Center Starter Guide](#), [Order with Google page](#), and [Google Business Profile Help page](#).

How to request access to data

The best starting point for business users to request and access data from Google Search is by accessing the [Get started with Search Console](#) and [Add a website property to Search Console](#) help pages (which are easily accessible as outlined above) and the [How to download your Google data](#) help page. These pages include starter guides for different types of business user representatives (from beginners to experienced web developers) and step-by-step guidance on how to request and gain access to different types of data that Google Search makes available to business users by adding a website property to the business user’s Google Search Console account or by downloading data in different formats via Takeout.



Google Chrome

19. Websites that end users access via Google Chrome interact directly with end users and therefore can directly observe and collect data on users' engagement with their websites.
20. In addition, Google Chrome makes available to websites data on system and usage metrics via Core Web Vitals, which is accessed through the Google Search Console.⁶⁶ Google Chrome also maintains a robust developer programme and supplements this data with guides,⁶⁷ blog posts,⁶⁸ and YouTube tutorials,⁶⁹ which cover a range of topics, including how websites (business users) can access and utilise the system and usage metrics that Google Chrome makes available to business users.

⁶⁶ See [Core Web Vitals Report](#).

⁶⁷ See [Building a better web together](#).

⁶⁸ See [web.dev blog](#), for example, [Web Vitals](#).

⁶⁹ See [Understanding performance with Core Web Vitals](#).

How can Google Chrome business users get started to access data?

Google Chrome makes available data for websites via Core Web Vitals and websites that do not yet use this tool have easy starting points to find information and access this tool.

How to find information about available data and data tools

Websites can find information about the Core Web Vitals tool for Google Chrome system and usage metrics by visiting the dedicated [Core Web Vitals Report](#) help page.

This page provides easy access to information about how business users can access vitals data via the Core Web Vitals report, available in the Google Search Console. See the Google Search section above for more details on the Google Search Console.

Additionally, business users can also access the [Core Web Vitals Help Center](#) where Google maintains public developer documentation, articles, and communications on Core Web Vitals as part of its Google Chrome Developer Tools.

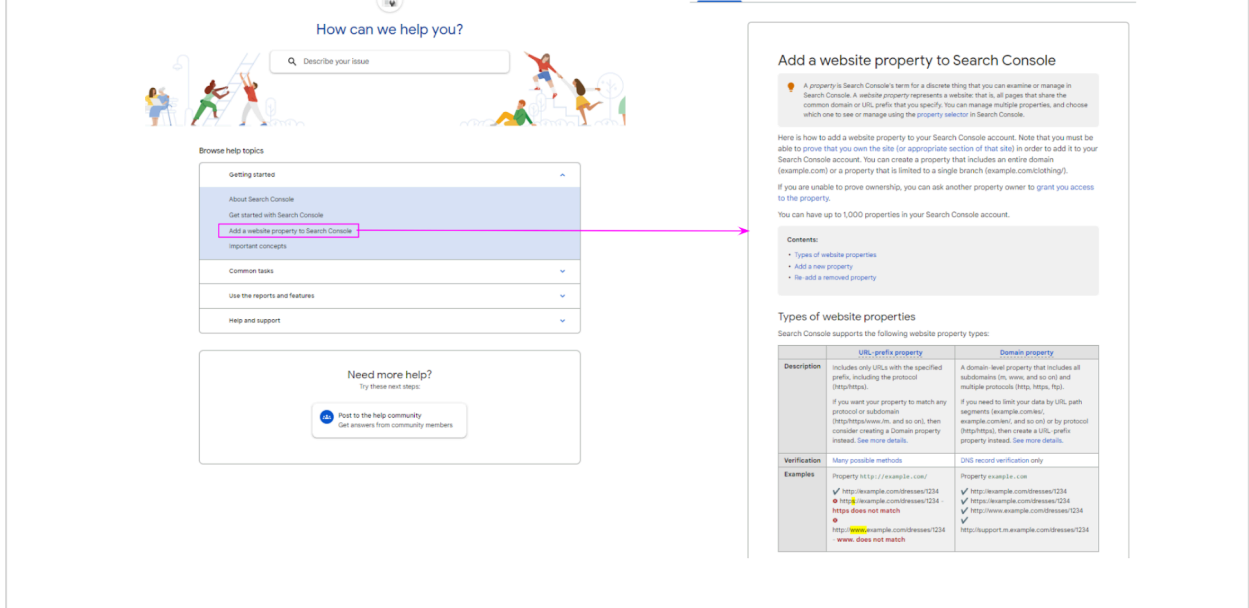
The screenshot shows the 'Search Console Help' page for the 'Core Web Vitals report'. It features a search bar at the top with the text 'Describe your issue'. Below the search bar, there are navigation links for 'Help Center' and 'Community'. The main content area is titled 'Core Web Vitals report' and includes a sub-header 'Fix poor user experiences on your site'. A paragraph explains that the report shows how pages perform based on real-world usage data. A prominent blue button labeled 'OPEN REPORT' is visible. Below this, there is a section titled 'Why page performance matters' which lists several bullet points: 'When a site meets the Core Web Vitals thresholds, research showed that users were 24% less likely to abandon page load.', 'Web with 100ms reduction in Largest Contentful Paint (LCP), web conversion rate for Farfetch increased by 1.3%', 'Reducing Cumulative Layout Shift (CLS) by 0.2 led Yahoo! JAPAN to a 15% increase in page views per session, 10% longer session durations, and a 1.2 percentage point decrease in bounce rate.', 'NetScout improved Core Web Vitals and saw advertising revenues increase by 18% and page views by 27%', and 'Reducing CLS from 1.65 to 0 significantly uplifted domain rankings globally for redBus.' A link to 'Read additional case studies here' is provided. At the bottom, there is a section 'Understand the report' which explains that the report shows URL performance grouped by status (Poor, Need Improvement, Good), metric type (CLS, FID, INP, and LCP), and URL group (groups of similar web pages). It also notes that the report is based on four metrics as measured by actual user data: LCP, FID, INP, and CLS.

The screenshot shows the 'web.dev' website. The navigation bar includes links for 'About', 'Blog', 'Articles', 'Learn', 'Explore', 'Patterns', and 'Case studies'. A search bar and 'SIGN IN' link are also present. The main content area is titled 'Collections' and features a blue header with various categories: 'CORE WEB VITALS', 'METRICS', 'FAST LOAD TIMES', 'HOW TO OPTIMIZE INTERACTION TO NEXT PAINT (INP)', 'PROGRESSIVE WEB APPS', 'ACCESSIBLE TO ALL', 'NETWORK RELIABILITY', 'SAFE AND SECURE', 'WEB PAYMENTS', and 'MORE'. The 'CORE WEB VITALS' section is expanded, showing a list of articles. The article 'Interaction to Next Paint (INP) becomes a Core Web Vital on March 12. Start making your websites more responsive to user input today.' is highlighted. Below this, there is a section for 'Web Vitals' by Phillip Walton, which explains that Web Vitals is a Google initiative to provide unified guidance for web page quality signals. It also includes a section for 'Core Web Vitals' which states that they are the subset of Web Vitals that apply to all web pages and are measured by all site owners. The metrics that make up Core Web Vitals will evolve over time, focusing on loading, interactivity, and visual stability.

How to request access to data

Business users can access relevant system and usage data from Google Chrome via the publicly-available Core Web Vitals tool without needing to make a separate access request to Google. For business users interested in learning more about the data tools, Google offers the

resources [Get started with Search Console](#) and [Add a website property to Search Console](#). These pages include starter guides for different types of website representatives (from beginners to experienced web developers) and step-by-step guidance on different types of data.



Google Shopping

21. **Data provided to business users.** Google Shopping provides business users with the following main categories of data:
 - (a) Data that business users provided via Merchant Center, Business Profile and their APIs (e.g., product feeds, promotions, inventory data, product descriptions, merchant store information),
 - (b) Performance metrics (e.g., clicks, impressions, and click-through rates),
 - (c) Data on how end users navigate to reach a business user,
 - (d) General analytics and statistics data (e.g., Merchant Center analytics).
22. **Data tools.** Google Shopping provides business users with a number of different tools for accessing and analysing data. These tools include Merchant Center,⁷⁰ Business Profile, Manufacturer Center,⁷¹ Comparison Shopping Service (CSS) Center,⁷² Business Manager and their respective APIs (i.e., Content API,⁷³ Business Profile API, CSS API,⁷⁴ and Manufacturer

⁷⁰ See [Merchant Center page](#).

⁷¹ See [About Manufacturer Center](#).

⁷² See [About Comparison Shopping Service Center](#).

⁷³ See [Content API for Shopping](#).

⁷⁴ The CSS API enables CSSs to manage their accounts and upload their data.

Center API).⁷⁵ Business users can authorise access for third parties to relevant data via APIs through Google OAuth 2.0.

23. **Documentation of tools.** Google provides business users with support pages that describe how to use Merchant Center, Business Profile, CSS Center and Manufacturer Center.⁷⁶ These pages contain links to more specific resources on the data available, such as performance and growth data.⁷⁷
24. Google Shopping also provides resources dedicated to specific categories of data available, such as Insights (covering traffic sources, search queries, and direction requests for instance) and performance data (covering impressions and click-through-rate for instance).⁷⁸

How can Google Shopping business users get started to access data?

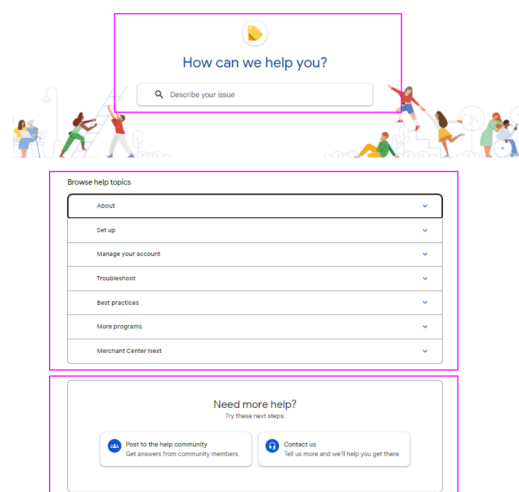
Google Shopping business users that are not yet accessing Google Shopping data have easy starting points to find information and request access to data.

How to find information about available data and data tools

The main starting point for business users to find information about the data that Google Shopping makes available and the tools that Google Shopping provides to access that data is by simply going to the dedicated [Google Merchant Center Help page](#), [Google Business Profile Help page](#), and [Manufacturer Center Help page](#), as appropriate for each business user.

These pages provide easy access to links to all support pages, including those relating to how business users can access the data Google Shopping makes available to business users. Business users can also enter queries into the search box on the help pages to search for information about data that Google Shopping makes available for them.

Business users can find detailed information about the data that Google Shopping makes available to them by going to the “Manage your account” section of the Google Merchant Center Help page and



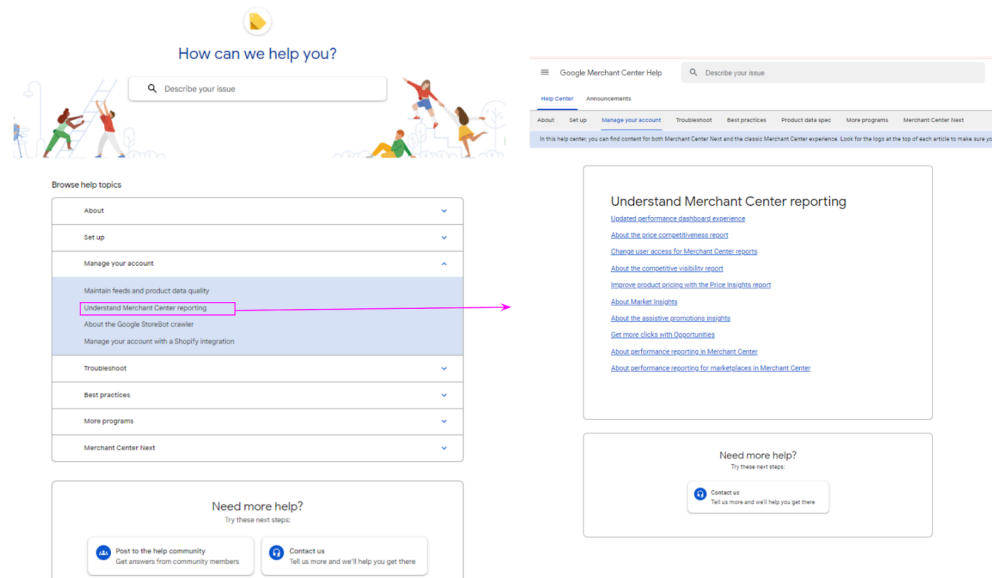
⁷⁵ See [Manufacturer Center API | Google for Developers](#).

⁷⁶ See [Merchant Center Help](#), [Business Profile Help](#), [CSS Center Help](#) and [Manufacturer Center Help](#).

⁷⁷ See, for example, [Navigate Google Merchant Center](#) and [About Manufacturer Center](#).

⁷⁸ See, for example, [About performance reporting in Merchant Center](#) and [Get started with Insights](#).

clicking on “Understand Merchant Center reporting”, as shown below. On this page, business users can find links to pages with further information on how they can access different types of data and insights by category, including step-by-step guidance on how to obtain the relevant data.



Similar information can be found on the [Check your Business Profile performance & view Insights page](#) through the Google Business Profile Help page and the [About Manufacturer Center insights and analytics page](#) through the Manufacturer Center Help page.

How to request access to data

The best starting point for business users to request and access data from Google Shopping is by accessing the [About performance reporting in Merchant Center](#), [Check your Business Profile performance & view Insights](#), or [About Manufacturer Center insights and analytics](#) help pages, as relevant for each business user. These pages include step-by-step guidance on how to request and gain access to different types of data that Google Shopping makes available to business users through the Merchant Center, Business Profile, and Manufacturer Center tools.

Business users can also use the [Content API for Merchant Center](#), [Business Profile APIs](#), and [Manufacturer Center API](#) to gain programmatic access to data and insights.

Google Maps

25. **Data provided to business users.** Google Maps provides business users with the following main categories of data:

- (a) Data that business users provided via Business Profile and Merchant Center (e.g., details on the business like opening times, address and phone numbers, and data about the business' products),
- (b) Result performance data (e.g., queries that lead to display of results for the business on Google Maps and clicks on results),
- (c) Number of visitors to a business' profile,
- (d) Number of users that request directions to the business,
- (e) Data related to transactional features available on Google Maps with end-to-end solutions (e.g., engagement data such as number of bookings, error/crash data),
- (f) A summary of all interactions with a business' profile,
- (g) Data on communications between business users and end users on Google Maps through its chat functionality.

26. **Data tools.** Google Maps provides business users with a number of different tools for business users to access and analyse data. These tools include Business Profile,⁷⁹ and Merchant Center,⁸⁰ and Business Profile APIs that enable business users to gain

⁷⁹ See [Business Profile](#).

⁸⁰ See [Merchant Center page](#).

programmatically access to data and insights.⁸¹

27. **Documentation of tools.** Google provides Google Maps business users with various resources on best practices in managing their Business Profile, as well as tools and resources explaining how business users can make use of performance and analytics data to reach more end users.⁸²

How can Google Maps business users get started to access data?

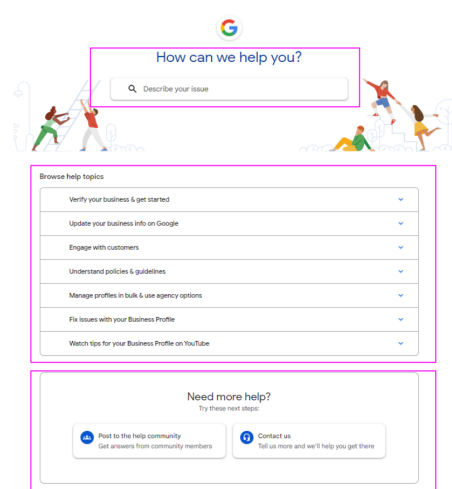
Google Maps business users that are not yet accessing Google Maps data have easy starting points to find information and request access to data.

How to find information about available data and data tools

The main starting point for business users to find information about the data that Google Maps makes available and the tools that Google Maps provides to access that data is by simply going to the dedicated [Google Business Profile Help page](#) and [Google Maps Help page](#).

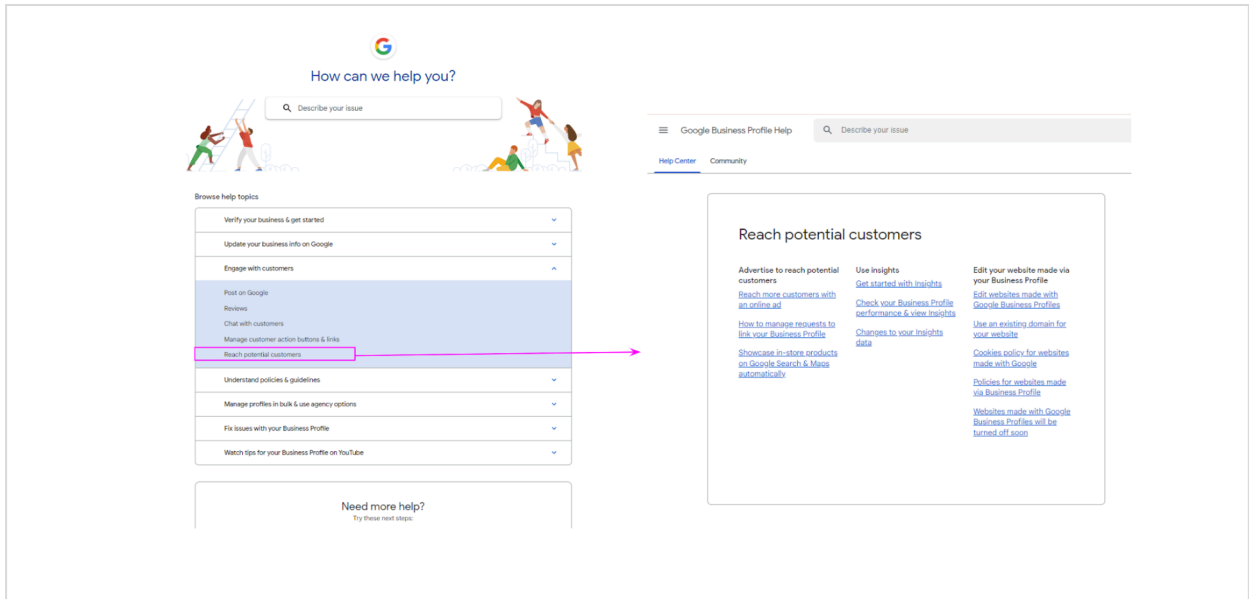
These pages provide easy access to links to all support pages, including those relating to how business users can access the data Google Maps makes available to business users. Business users can also enter queries into the search box on these help pages to search for information about data that Google Maps makes available for them.

Business users can find detailed information about the data that Google Maps makes available to them by going to the “Engage with customers” section of the Google Business Profile Help page and clicking on “Reach potential customers”, as shown below. On this page, business users can find links to pages with further information on how they can access different types of data and insights under the “Use insights” section, including step-by-step guidance on how to obtain the relevant data.



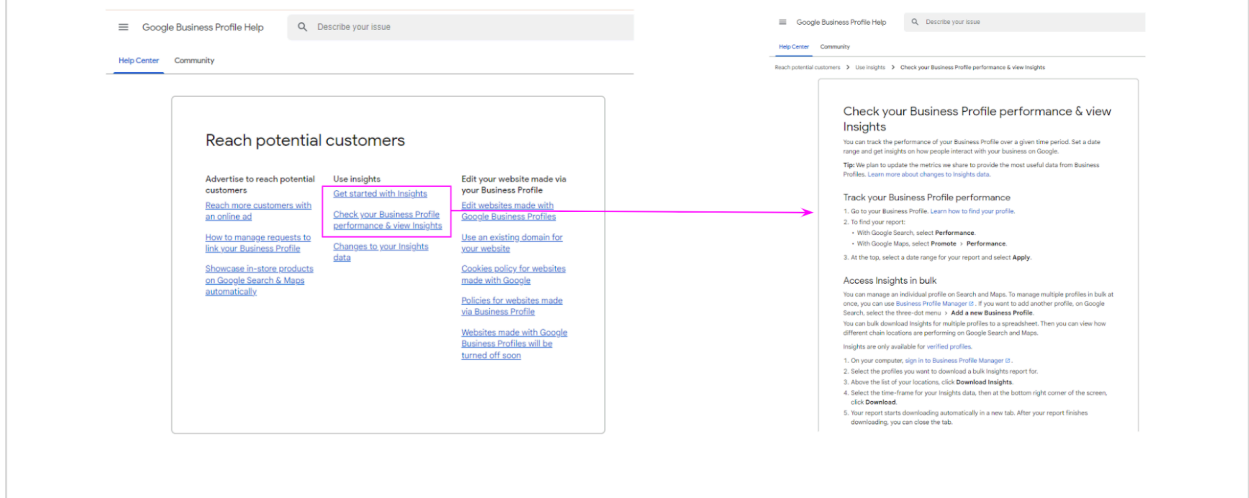
⁸¹ See [Business Profile APIs](#).

⁸² See, for example, [Check your Business Profile performance & view Insights](#) and [Manage your Business Profile on Google Maps](#).



How to request access to data

The best starting point for business users to request and access data from Google Maps is by accessing the [Get started with Insights](#) and [Check your Business Profile performance & view Insights](#) help pages. These pages include step-by-step guidance on how to request and gain access to different types of data that Google Maps makes available to business users through the Business Profile tools. Business users can also use the [Business Profile APIs](#) to gain programmatic access to data and insights.



YouTube

28. **Data provided to business users.** YouTube provides business users with the following main categories of data:

- (a) Audiovisual content provided to YouTube by business users and associated video, channel, and playlist metadata uploaded or generated by business users,⁸³
- (b) Data about business user settings such as channel page settings, or moderation settings;⁸⁴
- (c) Data about revenue including a breakdown of how much estimated revenue has come from each revenue source (e.g., Watch Page Ads, Shorts Feed Ads, Memberships, Supers, and Connected Stores) and content performance (e.g. how much videos, Shorts, or live stream earns including RPM, and which content earned the highest revenue),⁸⁵
- (d) Data that business users provide to YouTube via Merchant Center (e.g., product feeds, inventory data, product descriptions, merchant store information),
- (e) Performance metrics such as likes, views, watch time,⁸⁶ and impressions,⁸⁷
- (f) Analytics and insights such as how viewers find and interact with a business user's content, what search terms are used,⁸⁸ what other content the business user's audience is watching, percentage of new or returning viewers, what videos are leading to new viewers, and aggregated demographic information.⁸⁹

29. **Data tools.** YouTube provides business users with a number of different tools for accessing and analysing data. These tools include Creator Studio,⁹⁰ YouTube Analytics,⁹¹ YouTube CMS,⁹² YouTube Analytics for Artists,⁹³ YouTube Analytics API,⁹⁴ the YouTube Data API,⁹⁵ as well as reporting through the YouTube Reporting API.⁹⁶ Business users can also download all of the audiovisual content they provided to YouTube in a single export using Takeout.⁹⁷ Business users can authorise third-party access to these tools and APIs by configuring permissions via Google Account, in Creator Studio Settings, or by OAuth.

⁸³ See instructions on how to [Download YouTube videos you've uploaded](#), and [Takeout](#).

⁸⁴ See [YouTube and Music Options in Takeout](#).

⁸⁵ See [Check your YouTube revenue](#) and [Understand ad revenue analytics](#).

⁸⁶ See, for example, [Understand your content reach and engagement](#).

⁸⁷ See, for example, [Check your impressions and click-through rate](#).

⁸⁸ See, for example,, [Understand Search Insights](#).

⁸⁹ See, for example, [Get to know your audience](#).

⁹⁰ See [studio.youtube.com](#) and [Navigate YouTube Studio](#).

⁹¹ [YouTube Analytics](#) is the analytics product that allows video creators to better understand their video and channel performance with key metrics and reports in YouTube studio.

⁹² See [Find your way around Studio Content Manager](#).

⁹³ See [YouTube Analytics for Artists](#).

⁹⁴ See [Youtube Analytics API](#).

⁹⁵ See [YouTube Data API](#).

⁹⁶ See [Youtube Reporting API](#).

⁹⁷ See [Google Takeout](#).

30. **Documentation of tools.** YouTube provides business users with detailed resources explaining how to access data and make use of it. For example, the YouTube Help Center provides business users with numerous support pages and articles that explain the tools, data, and reports that YouTube makes available to business users.⁹⁸ These support pages are supplemented by tutorial videos that provide guidance on how business users can access the wide range of information that Google provides. Both the *YouTube Creators* channel,⁹⁹ and *Creator Insider* channel¹⁰⁰ host tutorial videos and tips on how to make the most out of performance data and YouTube’s data access tools as well as featuring product updates on new functionality and insights.¹⁰¹

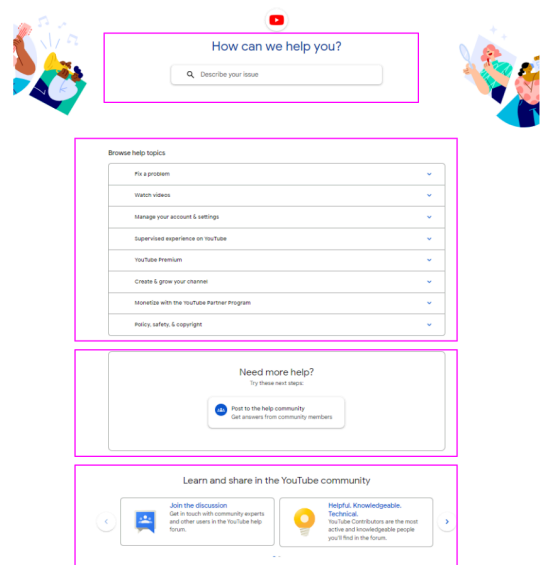
How can YouTube business users get started to access data?

YouTube business users that are not yet accessing YouTube data have easy starting points to find information and request access to data.

How to find information about available data and data tools

The main starting point for business users to find information about the data that YouTube makes available and the tools that YouTube provides to access that data is by simply going to the dedicated [YouTube Help page](#).

This page provides easy access to links to all support pages, including those relating to how business users can access the data YouTube makes available to business users. Business users can enter queries into the search box to find information about data that YouTube makes available for them. Or by navigating directly from the Help Center home page.

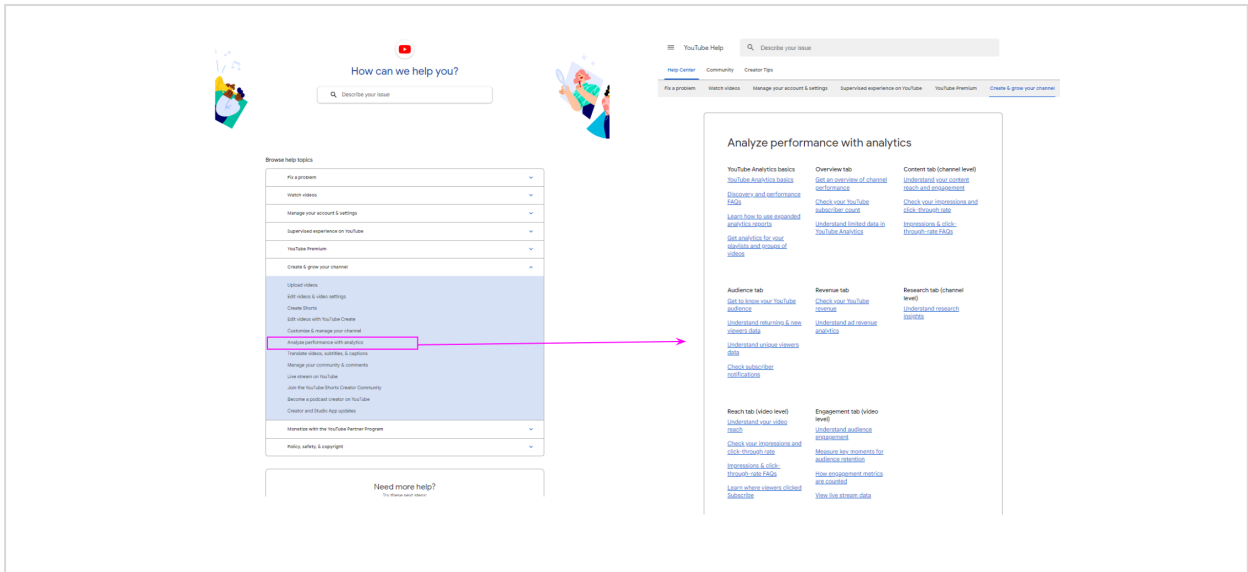


⁹⁸ See, for example, [YouTube Help - Analyze performance with analytics](#).

⁹⁹ See [YouTube Creators YouTube Channel](#).

¹⁰⁰ See [Creator Insider YouTube Channel](#).

¹⁰¹ See, for example, Analytics in YouTube Studio.



How to request access to data

The best starting point for business users to request and access data from YouTube is by accessing the dedicated [YouTube Data Help Center page](#) (which is easily accessible from the main YouTube Help Center, as well as other key entry points). This page provides easy access links to the data and performance management tools available on YouTube as well as helpful support pages explaining in more detail how business users can access data and reports.

Data and performance measurement tools on YouTube

Access your analytics to measure the performance of your content with tools that are most useful to creators and content owners.

Access your analytics

Note: If you have multiple accounts, make sure you're signed into the account you want to manage.

1. Sign in to [YouTube Studio](#).
2. From the left menu, click [Analytics](#).

Data for Creators

- **YouTube Analytics:** You can use YouTube Analytics to better understand your video and channel performance with key metrics and reports as a creator. [Learn more.](#)
- **YouTube Analytics for Artists:** You can use YouTube Analytics for Artists to view analytics that are designed specifically for your music content. [Learn more.](#)

Data for Content Owners

- **YouTube Analytics for Studio Content Manager:** You can monitor the performance of your videos, channels, and assets that highlights the metrics and features that are most useful to YouTube Studio Content Managers. [Learn more.](#)
- **YouTube Downloadable Reports:** You can download reports of the performance of your content and more. [Learn more.](#)

YouTube Analytics APIs

YouTube Analytics API and YouTube Reporting API provide access to YouTube Analytics data. Understand the similarities and differences to choose the right API for your application. [Learn more.](#)

- **YouTube Analytics API:** The YouTube Analytics API supports real-time targeted queries to generate custom YouTube Analytics reports. [Learn more.](#)
- **YouTube Reporting API:** The YouTube Reporting API retrieves bulk reports containing YouTube Analytics data for a channel or content owner. [Learn more.](#)

Give feedback about this article

Google Android

31. Google Android provides each app that runs on Google Android with the ability to collect directly data on its operation. Examples of the data that apps running on Google Android can obtain include the following:
 - (a) Data on app performance (e.g., data on app startup, slow rendering (jank), screen transitions and navigation events, etc.),
 - (b) Data on app functioning (e.g., data on crashes),
 - (c) App quality data, including metrics on stability, performance, and battery usage.
32. **Data tools.** Google Android app developers have a number of tools available to help them collect and analyse data on the performance of their apps on Google Android. These tools include Perfetto,¹⁰² Android Studio (which offers profiling tools to find and visualise problems, such as CPU profilers or Memory Profilers),¹⁰³ Jetpack Benchmark Libraries,¹⁰⁴ System tracing utility,¹⁰⁵ Systrace command-line tool,¹⁰⁶ Simpleperf,¹⁰⁷ and JankStats library.¹⁰⁸
33. **Documentation of tools.** Google provides Google Android business users with an App performance guide that provides an overview of the libraries, tools, and best practices that business users can use to inspect, improve, and monitor performance on Google Android.¹⁰⁹ The guide links to more specific pages on these topics. The inspecting performance page, for instance, is supplemented by a tutorial video that provides further guidance on the various tools available for inspecting app performance and explains to business users how they can employ these tools.

How can Google Android business users get started to directly collect data about their apps?

Google Android supports developers with collecting data about their apps directly. Developers have easy starting points to access Google Android data collection tools that provide this support and find information about those tools.

How to find information on how to collect data

¹⁰² See [Perfetto - System profiling, app tracing and trace analysis](#).

¹⁰³ See [Profile your app performance](#).

¹⁰⁴ See [Profile your app performance](#) and [Benchmark your app](#).

¹⁰⁵ See [Overview of system tracing](#).

¹⁰⁶ See [Overview of system tracing](#).

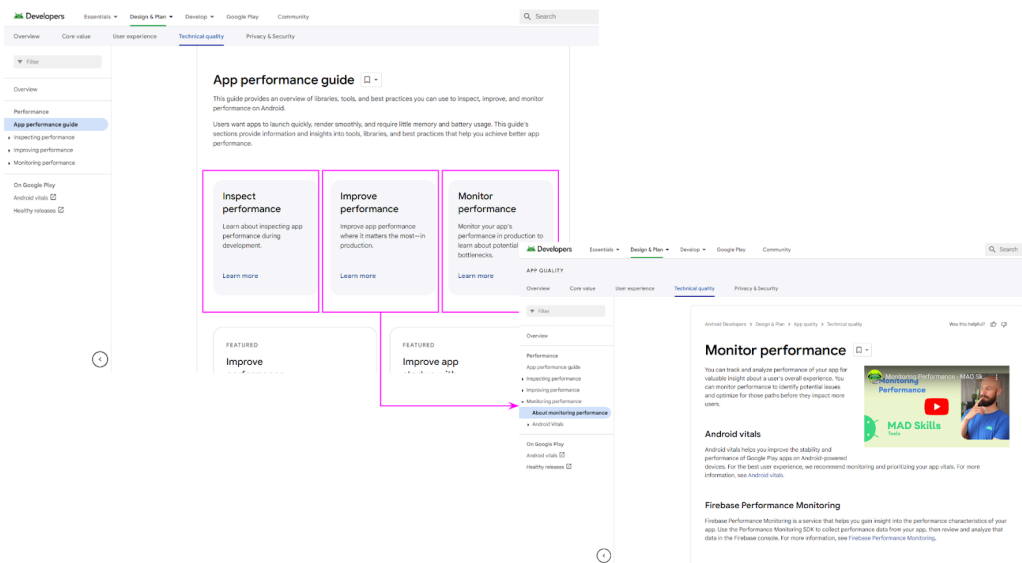
¹⁰⁷ See [Simpleperf](#).

¹⁰⁸ See [JankStats Library](#).

¹⁰⁹ See [App performance guide](#).

The main starting point for business users to find information on the data that they can collect about their apps and the tools that Android provides for that purpose is by going to the dedicated [App performance guide](#).

This page provides easy access to links to support pages where business users can find detailed information on how to collect data about their apps. Business users can access guides on explaining how they can inspect, improve, and monitor performance on Google Android, as shown below.



How to access data tools

The best starting point for business users to access the data tools that Google Android makes available is by accessing the dedicated [App performance guide](#) and navigating to the relevant support page that will include links to the data tools Google Android makes available for its business users.

Google Ads

34. **Data provided to business users.** Google Ads provides business users with the following main categories of data:

- (a) For advertisers, data provided by the advertiser (e.g., ad creatives, campaign names and configurations, including target audience and other details, and bids),
- (b) For publishers, data provided by the publisher (e.g., audience lists),
- (c) For intermediaries, bid response feedback (*i.e.*, outcome of auctions),
- (d) Data concerning the display of ads,

- (e) Ad quality data, which gives advertisers an indication of how well their ad quality compares to other advertisers,
- (f) Ad performance metrics (e.g., number of clicks and click-through rates),
- (g) Demographic and audience data (e.g., dimensions on the demographics of end users who saw a given ad),
- (h) Metrics about invalid traffic (**IVT**) (e.g., the number of clicks that were removed as IVT by Google's ad fraud systems),
- (i) Account settings data.

35. **Data tools.** Google Ads provides business users with a number of different tools for accessing and analysing data. Advertisers can access data via Google Ads,¹¹⁰ Google Ads Data Hub,¹¹¹ Display Video 360 (**DV360**),¹¹² Campaign Manager 360 (**CM360**),¹¹³ and Search Ads 360 (**SA360**).¹¹⁴ Data can also be accessed via APIs, such as the Google Ads API.¹¹⁵ Publishers can access data through Google Ad Manager (**GAM**),¹¹⁶ AdSense,¹¹⁷ and AdMob.¹¹⁸
36. Business users can also access data through Google Analytics.¹¹⁹
37. **Documentation of tools.** Google provides Google Ads business users with documentation on data tools through detailed support pages. For example, the Google Ads Help support page¹²⁰ directs business users to a vast number of resources that highlight the types of reports and data that Google Ads makes available to business users.¹²¹ Google Ads Help also provides detailed guides to help business users understand and utilise this data. And they explain how business users can export their data in various formats.

¹¹⁰ See [Google Ads basics - Google Ads Help](#).

¹¹¹ See [Google Ads Data Hub](#).

¹¹² See [Google Display & Video 360](#).

¹¹³ See [Overview of Campaign Manager 360 - Campaign Manager 360 Help](#).

¹¹⁴ See [Google Search Ads 360](#).

¹¹⁵ See [Google Ads API](#).

¹¹⁶ See [Google Ad Manager](#).

¹¹⁷ See [Google AdSense](#).

¹¹⁸ See [Google AdMob](#).

¹¹⁹ See [Google Analytics](#).

¹²⁰ See [Google Ads Help](#).

¹²¹ See [Measure results](#).

38. As another example, Google Ad Manager 360 (**GAM360**) Help describes the broad range of resources available to business users via GAM360, such as data reports.¹²² These resources allow publishers to understand how to access the data available and make the most of the data.

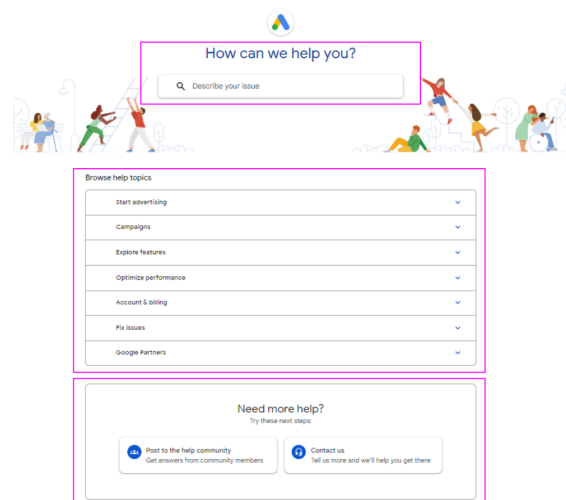
How can Google Ads business users get started to access data?

Ads business users that are not yet accessing Google Ads data have easy starting points to find information and request access to data.

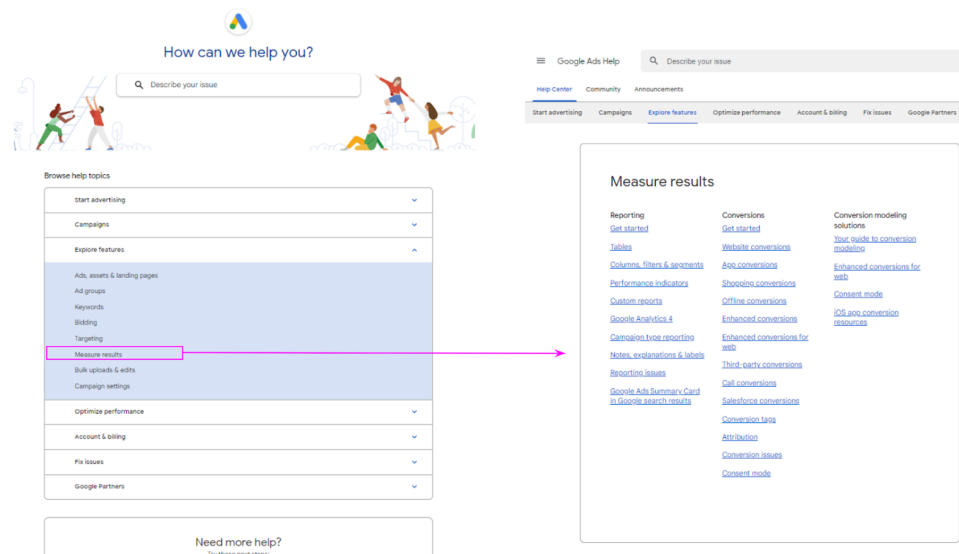
How to find information about available data and data tools

The main starting point for business users to find information about the data that Google Ads makes available and the tools that Google Ads provides to access that data is by simply going to the [Google Ads Help page](#) and the dedicated [Display & Video 360 Help page](#), [Campaign Manager 360 Help page](#), [Search Ads 360 Help page](#), [Google Ad Manager Help page](#), [Google AdSense Help page](#), [Google AdMob Help page](#), and [Google Analytics Help page](#).

These pages provide easy access to links to all support pages, including those relating to how business users can access the data Google Ads makes available to business users. Business users can also enter queries into the search box on the help page to search for information about data that Google Ads makes available for them.



¹²² See, for example, [Ad Manager report metrics](#).



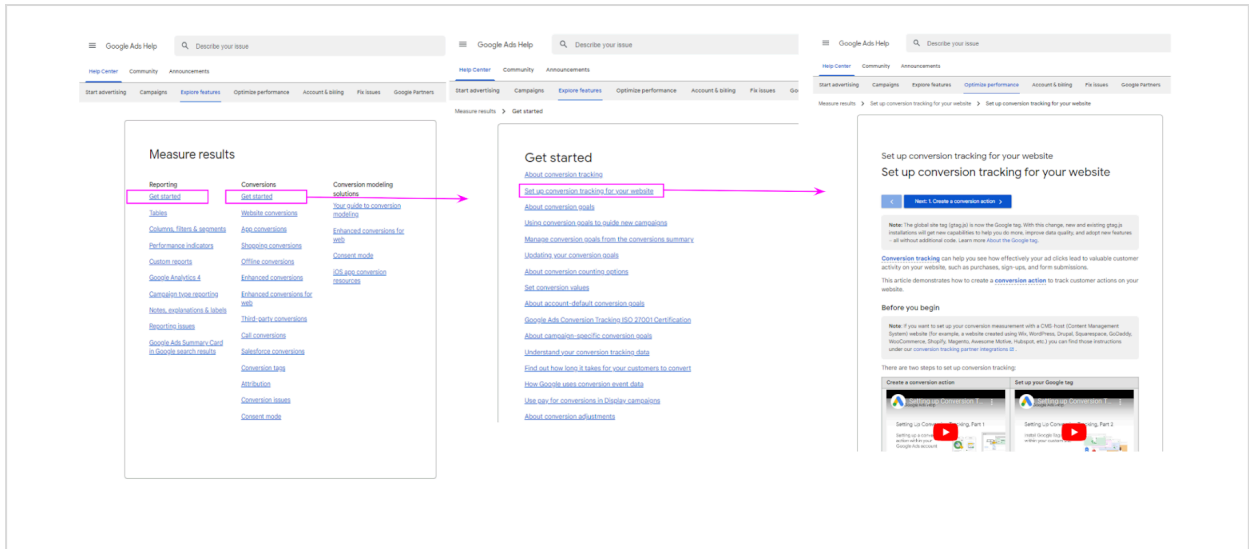
Business users can find detailed information about the data that Google Ads makes available to them by going to the “Explore features” section of the Google Ads Help page and clicking on “Measure results”, as shown below. On this page, business users can find links to pages with further information on how they can access different types of data and insights by category, including step-by-step guidance on how to obtain the relevant data. Similar information is available on the other dedicated help pages listed above.

For more information on such resources across the Google Ads tools, business users can access the following help pages: [Display & Video 360 About Reporting](#), [Campaign Manager 360 Reporting](#), [Analyze performance data in Search 360](#), [Overview of Ad Manager Reports](#), [Overview of AdSense Reports](#), [Overview of AdMob Reports](#), and [Overview of Google Analytics Reports](#).

How to request access to data

Business users may request and access data from Google Ads by going to the relevant “Access regional data for EEA publishers” help pages for [Google AdManager](#), [AdMob](#), and [AdSense](#), to the [Data Transfer](#) help page for Campaign Manager, and to the price transparency reports help pages for [Google Ads](#) and [Display & Video 360](#).

In addition, business users can use the “Get started” help pages to start tracking Google Ads data: an example of how to access the [Get started page](#) to set up conversion tracking is shown below. This type of help pages include step-by-step guidance on how to request and gain access to different types of data that Google Ads makes available to business users through its measurement and reporting tools.



B.2 DMA Compliance Changes

39. Given the extensive data that Google’s CPSs make available, Google largely complied with Art. 6(10) prior to the DMA. In fact, the data that Google’s CPSs make available far exceeds the requirements of Art. 6(10). That said, Google nevertheless took a number of measures to prepare for Art. 6(10):

- (a) Google enhanced access to data for Google Ads publisher partners by enabling them to access new unaggregated reports called “Regional Data Access”. These enhanced reports include non-aggregated data, which was previously only available to certain publishers in an aggregated form. In addition, Google enhanced advertisers’ access to non-aggregated YouTube event data by including it in DV360 Data Transfer Files. Access to data will be granted by publishers and advertisers to authorised third parties by role-based access control, adding third parties to the business user’s own account.
- (b) Google Merchant tools have enhanced their existing interfaces for sharing data with business users that interact via these tools by providing additional API access to product listing data.

40. Google has developed training for its staff on the DMA’s obligations and its requirements. It also provides staff with resources and documentation that they can rely on in their day-to-day work.

B.3 List of Information (Section 2.1.2)

a) the relevant situation prior to the implementation of the measure and how the newly introduced measure ensures compliance with the obligations laid down in Articles 5 to 7 of Regulation (EU) 2022/1925;

41. See Section II.B.1 above. As described, Google’s designated CPSs already provided extensive data to their business users through a range of different tools prior to the DMA. In addition, Google undertook a number of specific measures in anticipation of the DMA.

b) when the measure was implemented;

42. Google implemented the measures described in Section II.B.2 above prior to 6 March 2024.

c) the scope of the measure in terms of the products/services/devices covered;

43. Sections II.B.1 and II.B.2 describe the data sharing practices and measures of each designated Google CPS, including Google Play, Google Search, Google Chrome, YouTube, Google Maps, Google Shopping, Google Android, and Google Ads.

d) the geographic scope of the measure (e.g., if the implementation of the measure extends beyond the EEA, please specify);

44. The description of Google's data sharing practices in Sections II.B.1 and II.B.2 above relates to business users located in the EEA. Nearly all of these practices extend beyond the EEA and apply worldwide.

e) any technical/engineering changes that were made in connection with the implementation of the measure concerned (e.g., on data flows and internal data usage policies, security aspects, tracking of new metrics, Application Programming Interfaces (APIs), operation system (OS) functionalities, parameters of ranking algorithms and methodologies used to rank, classify or make results more prominent, or parameters of online advertising auctions);

45. The sharing of additional Google Ads data and the access updates to Google Shopping APIs described under Section II.B.2 above involved engineering changes.

f) any changes to the customer experience made in connection with the implementation of the measure concerned (e.g., changes in the customer interface, choice screens, consent forms, warning messages, system updates, functionalities available, or customer journey to access functionalities);

46. Not applicable.

g) any changes to (i) the remuneration flows in connection with the use of the Undertaking's core platform service (e.g. fee structure, level of the fees, revenue share for the relevant service(s), introduction of new fees, provisions and practices related to the business users' pricing policy, other remuneration flows between the Undertaking and the business users or end users, as applicable) and (ii) the other terms and conditions provided to end users and business users (or individually negotiated agreements with business and/or end users), or where applicable, changes to existing terms and conditions, required by the implementation of the measure concerned (e.g. privacy policy, conditions for access and interoperability and any other relevant clauses);

47. Not applicable.

h) any other relevant changes made in connection with the implementation of the measure concerned not covered by points e) to g) above;

48. Not applicable.

i) any consultation with end users, business users and/or any interested parties that has been carried out in the context of (i) the elaboration of the measure and/or (ii) the implementation of the measure, and how the input of these consulted parties has been taken into account. Provide a list of end users, business users and/or any interested parties consulted in this context and a high level description of the topic of the consultation with those users/parties;

49. Google participated in a workshop on data sharing practices that the European Commission organised for stakeholders on 5 May 2023.

50. As part of its third-party outreach on Ads transparency articles, Google has had discussions with a large number of advertisers, publishers, agencies, and associations. Google has also held a number of larger events and presentations where it discussed Art. 6(10), in addition to Arts. 5(9), 5(10), and 6(8) with partners.

51. Google also continuously collects feedback on its data sharing practices and tools in the normal course of its business through a variety of sources and channels.

j) any involvement of external consultants in the elaboration of the measure, including a description of the consultants' mission, whether they are independent from the Undertaking, a description of both their output and the methodology used to reach that output and, if applicable, an explanation of the reasons why the recommendations made by the external consultants were not followed;

52. Not applicable.

k) any alternative measures whose feasibility or implications has been assessed and the reasons for not choosing them and, in particular, where relevant (e.g., interoperability), the results of the evaluation of existing open standards and/or state of the art implementations and the reasons for not choosing them;

53. Not applicable.

l) any action taken to inform end users and/or business users of the measure, their feedback; and any changes to the measure implemented on the basis of this feedback;

54. As described in Section II.B.2 above, Google provides business users with extensive and detailed documentation on the tools that business users have available to access and analyse data.

m) where applicable, the interaction with measures the Undertaking has implemented to ensure compliance with other obligations under Regulation (EU) 2022/1925;

55. In the case of Google's Ads CPS, Google's compliance with Art. 6(10) is complemented by its compliance with Arts. 5(9), 5(10), and 6(8).

n) where applicable, all actions taken to protect integrity, security or privacy (e.g., data access, data retention policies) pursuant to the relevant provisions in Regulation (EU) 2022/1925 and why

these measures are strictly necessary and justified and there are no less restrictive means to achieve these goals;

56. Not applicable.

o) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;

57. As described in Section II.B.1 above, Google's designated CPSs share extensive data with their business users via product-specific dashboards, consoles, APIs, and similar tools. These tools have been operating successfully for many years. Google continuously reviews its data sharing practices and tools in the normal course of its business, and iterates on its products and tools in response to user needs and feedback and as capabilities and best practices evolve.

p) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;

58. Not applicable.

q) a set of indicators which allow or will allow based on their future evolution the assessment of whether the measures implemented by the Undertaking to ensure compliance are 'effective in achieving the objectives of this Regulation and of the relevant obligation', as required by Article 8 of Regulation (EU) 2022/1925, including an explanation why the Undertaking considers these indicators to be the most suitable;

59. Google is monitoring compliance with Art. 6(10) based on technical controls that verify that the data access tools and dashboards described above function as intended and allow business users to access the relevant data.

r) any relevant data which can inform whether the measure is or will be effective in achieving the objectives of Regulation (EU) 2022/1925, such as, depending on the circumstances, data on the evolution of the number of active end users and active business users for the relevant core platform service and, for each relevant obligation, the interaction of end users with choice screens and consent forms, the amount of in-app purchases, the number of pre-installed defaults as well as yearly revenues from payments related to those pre-installed defaults, counts of end users who switch, counts of business users who obtain data access, etc. Provide an exact definition of the terms used and a detailed calculation explanation;

60. See Section II.B.3(q) above.

s) any internal systems and tools used to monitor the effectiveness of the measure and the output of such internal systems and tools;

61. See Section II.B.3(q) above.

t) where applicable, when compliance requires granting third parties (e.g., business users), access to data, interfaces or other technical features of the service: describe the procedure for third parties to obtain such access (including how third parties will be informed of this possibility), the scope (including terms and conditions attached to the access), the format, and the frequency (e.g. real time) and any other relevant information (e.g. whether the shared data/interface or other technical feature can be independently audited, data access policies, data retention policies and measures to enable secure data access).

62. See Section II.B.1 above, which describes in detail the tools and interfaces that Google makes available for business users of its designated CPSs to access and analyse data.

B.4 Google's Assessment of Compliance (Section 2.1.3)

63. Google maintains a compliance readiness programme designed to identify and address compliance risks, and ensure that Google's products and services are compliant with applicable regulations.

B.5 List of Reports to the Management Body (Section 2.1.4)

64. [Confidential]

B.6 Summary of Feedback from Business Users and End Users (Section 2.1.5)

65. Given the requirement to comply with Art. 6(10) does not apply until 6 March 2024, Google has not yet received feedback on its compliance with this article.

Non-confidential summary of Google Ads Chapter

I. Introduction

1. Google's online advertising services are a core platform service (**CPS**) (the **Ads CPS**) within the meaning of Art. 2(2)(j) DMA, as Google provides its online advertising services in addition to the CPSs described in this report.¹²³
2. To prepare for DMA obligations applicable to the Ads CPS, Google has developed:
 - (a) New controls for cross-service exchanges of personal data (see Art. 5(2) Chapter),
 - (b) New Google-wide policy and compliance training, to unify pre-existing controls into a comprehensive Art. 6(2)-compliant programme (see Art. 6(2) Chapter),
 - (c) New files disclosing event-level price and fee transparency (see Art. 5(9) and Art. 5(10) below), and
 - (d) In addition to the extensive reporting already offered to advertisers and publishers:
 - i. A new non-aggregate data solution, called "Regional Data Access" will be offered to publishers by the Ads CPS. It will resemble Google's existing Data Transfer Files (**DTFs**). EEA publishers and their authorised third parties will be able to access these files at no additional cost.
 - ii. Google Ads will enhance the availability of free-of-charge, non-aggregate click-level data reporting to advertisers and their authorised third parties by disclosing click-level performance metrics. In addition, Google plans to make changes so that DV360 will offer YouTube data, which were not included in DTFs available in DV360 previously, in a non-aggregate fashion¹²⁴ (see Art. 6(8) below).
3. As described below, the Ads CPS already complied with Art. 5(4), Art. 5(5), Art. 5(6), Art. 5(7), Art. 5(8), Art. 6(2), Art. 6(6), Art. 6(9), Art. 6(10), and Art. 6(13) prior to the DMA's adoption. Art. 5(3), Art. 6(3), Art. 6(4), Art. 6(5), Art. 6(7), Art. 6(11), Art. 6(12), and Art. 7 do not apply to the Ads CPS.

II. Business Users of Google's Ads CPS (Section 2.2)

4. [Confidential]

¹²³ See Alphabet Designation Decision, para. 204. The Ads CPS comprises the following Google products and services: Google Ads; Display & Video 360 (**DV360**); Search Ads 360 (**SA360**); Campaign Manager 360 (**CM360**); Google Ad Manager (**GAM**); AdSense; AdMob; and Google Analytics. See Alphabet Designation Decision, paras. 189, 206, and 224.

¹²⁴ With respect to data that must be provided to business users under Art. 6(10), Google considers that the data made available in application of Arts. 5(9), 5(10), and 6(8), in addition to data already supplied by Google prior to the DMA, effectively addresses the requirements of Art. 6(10). Therefore, Google has not developed any additional data solution to address Art. 6(10) further to those noted in the previous sentence.

III. Art. 5(2)

A. Compliance Statement (Section 2.1.1)

5. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(2) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

6. See the Art. 5(2) Chapter that describes Google's compliance measures for Art. 5(2) with respect to all its designated CPSs.

IV. Art. 5(3)

7. Art. 5(3) does not apply to the Ads CPS because it only applies to online intermediation services.

V. Art. 5(4)

A. Compliance Statement (Section 2.1.1)

8. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(4) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

9. The Ads CPS already complied with Art. 5(4) prior to the DMA. It does not restrict how business users communicate and promote offers to end users in their use of the Ads CPS. Nor did it do so prior to the DMA's adoption.

10. The standard agreements governing business users' use of Google's products within the Ads CPS do not contain any restrictions on how business users may communicate and promote offers to end users in their use of the Ads CPS.¹²⁵

11. Art. 5(4) is targeted at end user-facing services, so it is self-evident that the Ads CPS is already compliant with this obligation. The Ads CPS is a business-facing service and is not

¹²⁵ For Google Ads, see [the relevant terms applicable in a business user's country of incorporation](#).

For Google Marketing Platform Services (DV360M, CM360, and SA360), see [here](#) and the Google Platform Services Terms and Conditions in [English law](#), [French law](#), and [German law](#).

For GAM, see the [paid version of GAM](#), the Google Platform Services Terms and Conditions in [English law](#), [French law](#), and [German law](#), and the [free version of GAM](#).

For AdSense and AdMob, see [here](#).

For Google Analytics, see the [free version](#), the [paid version](#), and the Google Platform Services Terms and Conditions in [English law](#), [French law](#), and [German law](#).

For Authorised Buyers, see [here](#).

used by end users. As such, the Ads CPS cannot restrict how business users communicate with end users. This is also evidenced by the standard agreements governing business users' use of the Ads CPS.

VI. Art. 5(5)

A. Compliance Statement (Section 2.1.1)

12. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(5) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

13. The Ads CPS already complied with Art. 5(5) prior to the DMA. It does not restrict how end users access and use the content, subscriptions, features or other items of business users. Nor did it do so prior to the DMA's adoption.

14. Given that Art. 5(5) is targeted at online intermediation services, it is self-evident that the Ads CPS is already compliant with this obligation. The Ads CPS is a business-facing service and is not used by end users. As such, the Ads CPS cannot impose restrictions on how content, subscriptions, features, and other items are accessed by end users.

VII. Art. 5(6)

A. Compliance Statement (Section 2.1.1)

15. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(6) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

16. The Ads CPS already complied with Art. 5(6) prior to the DMA. It does not have terms in its contracts with business users or end users that prevent them from raising issues of non-compliance with the law with any public authority, including national courts, related to any practice of Google.

17. Nonetheless, for the avoidance of doubt, Google issued a public statement on its website that it does not and will not interpret its existing contracts in a way that is contrary to Art. 5(6).¹²⁶ A screenshot of this public statement is included below.

Digital Markets Act
Raising Issues with
Public Authorities

Google does not interpret any provisions, including confidentiality provisions, in its contracts or terms of service that are in scope of the Digital Markets Act, as preventing counterparties from raising any issue of non-compliance with the law or with any relevant public authority. This is without prejudice to the operation of lawful complaints-handling mechanisms that are laid down in agreements with business users, as defined by the Digital Markets Act.

¹²⁶

See [Data Protection Law Compliance - Business Data Responsibility](#).

VIII. Art. 5(7)

A. Compliance Statement (Section 2.1.1)

18. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(7) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

19. The Ads CPS already complied with Art. 5(7) prior to the DMA. It does not require business users to exclusively use, offer or interoperate with Google's identification service, web browser or payment service. Nor did it do so prior to the DMA's adoption.

20. The Ads CPS is a business-facing service and is not used by end users. As such, the Ads CPS cannot impose any obligations on end users to use, offer or interoperate with Google's identification service, web browser or payment service.

21. The standard agreements governing business users' use of Google's products within the Ads CPS do not contain any obligations on business users to use, offer or interoperate with Google's identification service, web browser or payment service.¹²⁷

IX. Art. 5(8)

A. Compliance Statement (Section 2.1.1)

22. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(8) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

23. The Ads CPS already complied with Art. 5(8) prior to the DMA. It does not require end users or business users to register or subscribe with any other Google CPSs. Nor did it do so prior to the DMA's adoption.

¹²⁷ For Google Ads, see [the relevant terms applicable in a business user's country of incorporation](#).

For Google Marketing Platform Services (DV360M, CM360, and SA360), see [here](#) and the Google Platform Services Terms and Conditions in [English law](#), [French law](#), and [German law](#).

For GAM, see the [paid version of GAM](#), the Google Platform Services Terms and Conditions in [English law](#), [French law](#), and [German law](#), and the [free version of GAM](#).

For AdSense and AdMob, see [here](#).

For Google Analytics, see the [free version](#), the [paid version](#), and the Google Platform Services Terms and Conditions in [English law](#), [French law](#), and [German law](#).

For Authorised Buyers, see [here](#).

X. Art. 5(9)

A. Compliance Statement (Section 2.1.1)

24. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(9) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

B.1 Status Prior to DMA Implementation

25. Prior to Google's implementation of Art. 5(9), Google provided advertisers with a range of different data reports concerning the price paid for the advertisements placed by the advertiser.

26. Google describes below the reporting that was available prior to DMA implementation (and continues to be available), including reporting on price, fee and performance, to advertisers and publishers. Please note that this information is relevant for Arts. 5(9), 5(10) and 6(8).

27. Google uses four main routes to provide data reporting to customers:

(a) User interfaces (**UIs**) - these are, in essence, the websites or apps for the relevant product that a customer can access using their account.

(b) Data Transfer Files (**DTFs**) - these are downloadable files providing non-aggregated, event-level reporting.

(c) Application programming interfaces (**APIs**) - these are software interfaces that allow two or more computer programmes to communicate with each other, and can allow the transmission of aggregated or event-level data to customers.

(d) Most advertisers can run queries across non-aggregated data (including user data) within Google's Ads Data Hub¹²⁸ (**ADH**), which produces aggregated results in response to their queries, in order to protect individual user privacy.

28. As set out in the Alphabet Designation Decision, Google's Ads CPS comprises Google's buy-side, sell-side and advertising intermediation services used by advertisers and publishers. Set out below in respect of each of these main services is the data that was already made available by Google prior to the DMA.

Data already made available to advertisers prior to the DMA

Google Ads

29. Google Ads offers data and reports for both advertising on third-party sites and advertising on Google's O&O inventory, including YouTube¹²⁹, Google Search, Google Maps, and Gmail.

¹²⁸ See [Ads Data Hub](#).

¹²⁹ For completeness, advertisers can buy campaigns on YouTube directly by working offline with the Google sales teams to buy reserved campaigns. These advertisers are able to request reports directly from their relevant account team. See "About reserved media placements", available [here](#).

30. Summaries of the aggregated reporting and non-aggregated reporting provided by Google Ads are provided below.

Aggregated reporting

31. Google Ads offers aggregated data reports to advertisers. These data reports can relate to (1) their account (*i.e.*, their collection of campaigns), (2) individual campaigns, (3) ad groups or asset groups and (4) individual ads.

32. These aggregated data reports are easily accessible. Data reports can be accessed directly in the Google Ads UI and are able to be exported to a variety of file formats at no additional cost. Data is available within a reasonable latency window (generally less than three hours). Business users, or third parties authorised by those business users, can access this data.¹³⁰ Access is managed using role-based access control (“**RBAC**”). RBAC enables advertisers to set up read and write permissions for their account.¹³¹

33. Google provides more detail on the types of aggregated data available to advertisers below:

(a) **Performance and verification data:** As part of measuring the performance of campaigns created in Google Ads, Google provides advertisers with aggregated data related to the following performance and verification metrics:¹³²

i. Performance: Advertisers are able to view a range of metrics related to performance, including number of Clicks, number of Impressions, and Click-Through Rate (**CTR**),¹³³ as well as metrics about conversions.¹³⁴

ii. Viewability/Reach: Most Display and Video Campaign type ads running on the Google Display Network or YouTube can be measured by Active View technology. Besides Active View technology, there are a range of other metrics relevant to viewability and reach that advertisers can access.

For Search Ads Campaigns on the Google Search results page, advertisers can view metrics related to an ad’s prominence (*i.e.*, location on the page), for example Search Top Impression Rates (*i.e.*, the percentage of ad impressions that are shown anywhere above the organic search results).

Advertisers can also access audience segment¹³⁵ and location¹³⁶ reporting, which enables them to view aggregated performance metrics across

¹³⁰ See [About access levels in your Google Ads Account](#).

¹³¹ See [About access levels in your Google Ads Account](#).

¹³² See [Filter your view of performance data - Google Ads Help](#). See more detail on creating and customising data reports on Google Ads [here](#), [here](#), and [here](#).

¹³³ See [About columns in your statistics table - Google Ads Help](#).

¹³⁴ See [About columns in your statistics table - Google Ads Help](#).

¹³⁵ See [About Audience reporting - Google Ads Help](#).

¹³⁶ See [View matched locations and distance reports - Google Ads Help](#).

audiences such as gender, device, approximate location, topic area, age, and parental status.

- iii. **Brand safety:** Advertisers can access placement reports¹³⁷ which show the apps and sites where creative inventory was displayed across metrics such as Impressions, Clicks, and CTR. Advertisers also have access to settings which prevent their ads from showing on sites and apps which do not align with their brand.¹³⁸
- iv. **Invalid traffic (IVT):** Currently, metrics relating to IVT can be added to standard reports to flag the amount of invalid clicks and click rates at the campaign level.¹³⁹ A final transaction report¹⁴⁰ is available at the end of the month showing billed costs and adjustments (including those made for IVT).

(b) **Pricing data:** Aggregated pricing data is available through predefined and customisable reports and available on the Google Ads UI. These reports include the following metrics: average Cost Per Click (**CPC**), Cost Per View (**CPV**), Cost Per Thousand Impressions (**CPM**), Return on Ad Spend, Cost Per Action (*i.e.*, cost per conversion), and Total Cost. The Google Ads Invoice API¹⁴¹ gives customers the ability to fetch invoice and relevant metadata via an API at Invoice level, Account level, and Account Budget level.

(c) **Other data:** Advertisers can also access a wide range of other reports that highlight insights into different areas. For instance, there are reports that provide insights into ad auctions, including bid simulations¹⁴² and creative quality score.¹⁴³

¹³⁷ See [Find or create placement reports for your Performance Max campaigns - Google Ads Help](#), [Find or create placement reports for your App campaigns](#), and [About placement targeting - Google Ads Help](#).

¹³⁸ See [About content suitability - Google Ads Help](#).

¹³⁹ See [About columns in your statistics table - Google Ads Help](#).

¹⁴⁰ See [View your transactions - Google Ads Help](#), and [Understanding credits and adjustments to your account - Google Ads Help](#).

¹⁴¹ See [Invoice | Google Ads API](#).

¹⁴² See [Estimate your results with bid, budget, and target simulators - Google Ads Help](#).

¹⁴³ See [About Quality Score - Google Ads Help](#).

Non-aggregated reporting

34. Google Ads also offers non-aggregated general performance data at click-level in a **click_view report** using the **Google Ads API**.¹⁴⁴ The click view report contains one row for each impression which leads to a click (for Search Ads Campaigns) or valid interactions (for non-Search Ads Campaigns).¹⁴⁵
35. Advertisers can also link their Google Ads accounts to ADH, so that they can run queries across non-aggregated data as described above (though the reports they receive are aggregated). In addition, certified third-party measurement vendors (who offer data reporting services to advertisers) can verify the performance of ads displayed on YouTube via ADH integrations.¹⁴⁶

DV360

36. DV360 offers data and reports for both advertising on third-party sites and advertising on Google O&O inventory (namely YouTube and Gmail) bought through DV360.¹⁴⁷ Unless otherwise stated, the reporting described below is generally applicable to both ads on third-party sites and O&O sites.

Aggregated reporting

37. DV360 offers aggregated data reports to advertisers. Advertisers have the ability to filter data using different dimensions and metrics. Available dimensions include Publisher Property (a publisher's site or app where ads are served), the Device Type, various dimensions related to aggregated user information,¹⁴⁸ Location, and Time of Day (broken down by hour).¹⁴⁹ Metrics include the average CPM and CPV.¹⁵⁰
38. The aggregated data is easily accessible either ad hoc through the DV360 UI or via scheduled offline reports. Both types of reports can be exported to a variety of file formats at no additional cost. Business users, or third parties authorised by those business users, can access this data. Access is managed using RBAC. This DV360 data also appears in an

¹⁴⁴ See [click_view | Google Ads API](#).

¹⁴⁵ Fields available at this event level include the location associated with the impression, the Google Click ID (or GCLID) (which is relevant for measuring conversions), the associated search keyword (if one exists), the page number in search results where the ad was shown (for Search Ads Campaigns only), the name of the associated user list (if one exists), the device, and the position of the ad. This data is only aggregated in cases where the same impression is clicked multiple times by a given user. See more information on the click_view report [here](#).

¹⁴⁶ See [Third-party vendors integrated with Ads Data Hub](#).

¹⁴⁷ See [Offline reporting - Display & Video 360 Help](#).

¹⁴⁸ For example, by selecting the Gender dimension an advertiser could choose to view aggregated statistics about the total number of men and women who viewed impressions; or apply similar filters for Age, or Household Income.

¹⁴⁹ See [Dimensions in reports - Display & Video 360 Help](#).

¹⁵⁰ See [Metrics in reports - Display & Video 360 Help](#).

advertiser's CM360 report, if linked to a CM360 account.

39. Google provides more detail on the types of aggregated data available to advertisers in relation to (a) performance and verification, and (b) pricing (including fees) on DV360 below:

(a) **Performance and verification data:** advertisers have access to a variety of performance and verification metrics:

- i. **Performance:** advertisers are able to view a range of metrics related to performance, including Total Number of Clicks, CTR, Total Conversions, and Bid Responses made to eligible bid requests (i.e., win/loss).
- ii. **Viewability/Reach:** advertisers are able to view a range of viewability and reach metrics, which can be tailored to an advertiser's specific requirements. For example, Visible %, Time threshold, Total Reach, Audience and Creative Placement, and Ad Position.¹⁵¹
- iii. **Brand Safety:** to allow advertisers to validate brand safety, Google enables them to view additional dimensionality such as Publisher Property and Section, and Traffic Source. Google also enables advertisers to view Age and Location at an aggregated level.
- iv. **IVT:** a range of IVT metrics are available for DV360, including the number of invalid Clicks, Impressions, Tracked Ads or Views which were removed as IVT by Google's ad fraud systems.¹⁵²

(b) **Pricing data:** advertisers can access aggregated data on billable costs, rate types (i.e., auction or fixed price), and aggregated fee information (including DV360's platform fee)¹⁵³ which the customer can generate for specific metrics and dimensions. The level of aggregation of these reports is determined by the dimensions chosen by the advertiser.

40. Additionally, in relation to pricing information, Google previously introduced a solution, currently in beta, called **Confirming Gross Revenue**.¹⁵⁴ This gives publishers and advertisers a tool to verify that no hidden fees are taken from digital advertising transactions when the publisher is using GAM, and the advertiser is using DV360 (DV360 is onboarded as

¹⁵¹ See more information on viewability metrics on DV360 [here](#) and on reach metrics on DV360 in reports [here](#).

¹⁵² See [Metrics in reports - Display & Video 360 Help](#).

¹⁵³ Advertisers who use DV360 can provide the system with information about the advertiser's third-party fees, so that DV360 can take those extra fees into account when calculating the estimated total costs to the customer and staying within budget when purchasing ads. These fees can then be shown in the reports (as "CPM Fees" and "Media Fees") but note that these fields are based on optional, user-entered parameters and Google cannot verify the accuracy or completeness of the rates provided by advertisers.

¹⁵⁴ Confirming Gross Revenue is generally available in DV360 and is currently in open beta in GAM.

an early tester),¹⁵⁵ in a way that reduces impact to individual user privacy. Publishers and advertisers can view a new report template (called **Cost Transparency** in DV360), which allows them each to confirm the gross revenue amounts to ensure no hidden fees are taken (without revealing confidential contractual information regarding the fees that they agreed to pay on each side).¹⁵⁶

Non-aggregated reporting

41. DV360 also offers non-aggregated data reports to advertisers through downloadable **DTFs**.¹⁵⁷ DTFs are available hourly and are available in Google Cloud Storage for 60 days. DTFs include non-aggregated data related to (a) performance and verification, (b) pricing (including fees), and (c) other types of data on DV360:
- (a) **Performance and verification:** DTFs contain impression and click data (generated every hour, or daily depending on an advertiser's settings) relevant to performance and verification, including:¹⁵⁸
 - i. **Viewability:** if an impression was eligible to measure viewability, DTFs state whether or not the impression was viewable.¹⁵⁹
 - ii. **Brand Safety:** if the advertiser uses a third-party provider for brand safety verification, then the DTFs state whether or not the third-party provider classified the inventory as unsafe and blocked the ad.
 - (b) **Pricing:** DTFs include event-level pricing and fee data.
 - (c) **Other:** Each event is accompanied by additional metadata about the ad creative including advertiser and campaign details.
42. Advertisers can also link their DV360 accounts to ADH, so that they can run queries across non-aggregated data as described above (though the reports they receive are aggregated).¹⁶⁰

¹⁵⁵ Google is also working on expanding integrations to the ecosystem of ad tech providers that are interoperable with its tools, including demand-side platforms such as Yahoo.

¹⁵⁶ See [Building towards greater transparency in media buying](#) and [Advancing transparency with Confirming Gross Revenue](#).

¹⁵⁷ YouTube events are not currently available in DV360 DTFs.

¹⁵⁸ See more information on DTFs on DV360 [here](#). Please note, DTFs do not provide reporting on IVT due to the risk that methods of IVT detection could be reverse-engineered by bad actors.

¹⁵⁹ Some tag or creative types are not supported for viewability measurement; this generally depends on which features publishers have enabled for third parties - see more information [here](#).

¹⁶⁰ See [Introduction | Ads Data Hub | Google for Developers](#).

CM360

43. Aggregated and non-aggregated data and reports are offered to advertisers by CM360.

Aggregated reporting

44. Customers of CM360 receive aggregated data reports.¹⁶¹ The available metrics¹⁶² and dimensions¹⁶³ are nearly identical to those available in DV360 (but vary slightly). Google notes that ads bought through DV360 and SA360 also appear in CM360 reports if an advertiser uses multiple products and links their accounts.

Non-aggregated reporting

45. Customers of CM360 can receive DTFs, which contain largely the same metrics and dimensions as those described for DV360.¹⁶⁴
46. Advertisers can also link their CM360 accounts to ADH, so that they can run queries across non-aggregated data as described above (though the reports they receive are aggregated).

SA360

Aggregated reporting

47. Aggregated data reports are offered to advertisers within SA360's UI and/or the SA360 API¹⁶⁵. At a high level, the lists of available metrics and dimensions vary slightly but not materially between SA360 and DV360.¹⁶⁶
48. Advertiser customers can access revenue reports by reaching out to customer support. These revenue reports show aggregated information, including data on advertiser ID, fee name, and invoice amount.¹⁶⁷ Advertisers are also able to download monthly invoices directly from the SA360 UI. The monthly invoice has aggregate data about ad spend and the rate the customer is being charged.
49. For completeness, Google notes that where an advertiser customer of SA360 uses SA360 to purchase ad campaigns across Google Search and third-party competitor search products (e.g., Bing) SA360 provides aggregate reporting for all supported engines (e.g., Google adverts, Microsoft adverts, etc.).

Non-aggregated reporting

¹⁶¹ See [Offline Reporting - Campaign Manager 360 Help](#).

¹⁶² See [Metrics - Campaign Manager 360 Help](#).

¹⁶³ See [Dimensions - Campaign Manager 360 Help](#).

¹⁶⁴ See [Data Transfer v2.0: File Format](#).

¹⁶⁵ See [Types of Reports - Search Ads 360 API](#).

¹⁶⁶ See [Available Dimensions - Search Ads 360 Help](#).

¹⁶⁷ See [Billing reports made available by request - Search Ads 360 Help](#).

50. Non-aggregated data is made available to SA360 business users about their activities on SA360 via CM360's DTFs. Non-aggregated Conversion and Visit reports are available via the SA360 UI as CSV downloads.¹⁶⁸
51. When an advertiser's CM360 and SA360 accounts are linked, then the advertiser can use ADH to run queries across non-aggregated data coming from SA360, as described above (though the reports they receive are aggregated).

Data already made available to publishers prior to the DMA

52. Google currently provides publishers with an abundance of data that are useful in allowing them to maximise the value of their inventories. Publishers using certain Google sell-side tools can see data relevant to performance (*i.e.*, Remuneration Received, Fill Rate, and Fee Data), which helps them to decide how they should monetise their inventory and verify the success of their current strategy.
53. Google also provides publishers with data provided for or generated in the context of the use of the relevant Google sell-side tool by the publisher.

GAM

Aggregated reporting

54. GAM offers aggregated data reports to publishers in relation to data provided for or generated in the context of the use of GAM and in relation to performance and verification (including remuneration).
55. Aggregated reports can be scheduled or generated ad hoc via the GAM UI or API. There is no additional cost to publishers to receive the data and reports. Business users, or third parties authorised by those business users, can access this data. Access is managed using RBAC. Further detail on these reports is provided below:
 - (a) Publishers can view data using both metrics (*e.g.*, Impressions, Revenue, Clicks)¹⁶⁹ and dimensions (*e.g.*, Individual Campaign, Traffic Type, Ad Unit (*i.e.*, the ad location on a page), Device Type, Country).¹⁷⁰ Report templates are available, which are designed to help users find data for specific use cases (*e.g.*, revenue by demand channel, video content, and campaign performance).¹⁷¹ Reports offer time granularity as small as daily for most metrics and dimensions, and hourly for some metrics and dimensions. GAM also allows publishers to view future sell-through/forecasting reports.¹⁷²

- (b) In relation to fees/pricing:

¹⁶⁸ See [Conversions and Visits reports - Search Ads 360 Help](#).

¹⁶⁹ See [Ad Manager report metrics - Google Ad Manager Help](#).

¹⁷⁰ See [Ad Manager report dimensions - Google Ad Manager Help](#).

¹⁷¹ See [Start a report from a template - Google Ad Manager Help](#).

¹⁷² See [Report types in Ad Manager - Google Ad Manager Help](#).

- i. Publishers can view metrics including (i) total CPM and CPC revenue, (ii) total Active View revenue¹⁷³, and (iii) average CPM. Publishers can also access billing by Audience Segment.¹⁷⁴ Additionally, publishers who have GAM360 accounts are able to view Invoiced Impressions.
- ii. At the end of each month, GAM provides publishers with: (i) an invoice listing out fees per GAM product (to the extent products use a fee model), and (ii) a statement of payment transactions, which covers revenue share payments to publishers minus IVT deductions.
- iii. GAM provides a feature, currently in beta, called **Confirming Gross Revenue** (as described above), where publishers can view a new report type (called **Revenue Verification** in GAM), which allows publishers and advertisers to confirm the gross revenue amounts to ensure no hidden fees are taken.¹⁷⁵

(c) In relation to IVT, GAM provides aggregated data on served ad impressions when the reason for IVT filtering is not considered commercially sensitive, through the UI and API. For reservation-trafficked ads (i.e., deals directly sold by the publisher), GAM directly reports on the IVT when the reason for IVT filtering is not considered commercially sensitive.

Non-aggregated reporting

- 56. GAM also offers non-aggregated data and reports to publishers who have GAM360 accounts through DTFs, containing a large number of fields.¹⁷⁶ Publishers who have GAM360 can subscribe to a number of DTF types.¹⁷⁷ Each file type represents a type of event, including ad requests, bids, impressions, clicks, and active views.¹⁷⁸ DTFs are easily accessible to publishers as CSV files. Each CSV file contains one hour of data for each event type. These are typically generated within a few hours of the event occurring. GAM360 DTFs have a flat fee per file type per month.
- 57. GAM also provides impression-level ad revenue to customers with mobile app properties through the Google Mobile Ads SDK (for those customers who have enabled it).

¹⁷³ This refers to revenue generated from Active View impressions (a display ad is counted as viewable if at least 50% of its area was displayed on screen for at least one second, while for in-stream video ads, 50% of its area must be displayed for at least two seconds).

¹⁷⁴ See [How audience segment billing works - Google Ad Manager Help](#).

¹⁷⁵ See [Advancing transparency for buyers and publishers](#).

¹⁷⁶ GAM360 is a paid version of GAM for publishers who have crossed the monthly GAM impressions limit. See [Explore Data Transfer fields - Google Ad Manager Help](#).

¹⁷⁷ See [Ad Manager Transfer Reports - Google Ad Manager Help](#).

¹⁷⁸ See [View Data Transfer fields by file type - Google Ad Manager Help](#). For more information on bids data, see [Bids data in Ad Manager Data Transfer \(Beta\) - Google Ad Manager Help](#).

AdSense¹⁷⁹

58. AdSense offers aggregated data reports to publishers in relation to data provided for or generated in the context of the use of AdSense, including in relation to performance. These aggregated data and reports can be viewed via the AdSense UI or generated ad hoc using the AdSense Management API.¹⁸⁰ They can also be downloaded and are made available to all business users at no additional cost. Data is available within a reasonable latency window, with the most recent three years of data being accessible. Business users, or third parties authorised by those business users, can access this data (with this access managed using RBAC). Further detail on these reports is provided below:

(a) Publishers can view data using both metrics (e.g., Impressions, Revenue, Clicks, etc.) and dimensions (e.g., Ad Unit, Device Type, Country, etc.).¹⁸¹ The ability to filter data in this way enables publishers to optimise their placements and ad format mix.

(b) In relation to fees/pricing:

- i. AdSense for Content and AdSense for Search customers are aware of what their rates are. For AdSense for Content and AdSense for Search customers with standard contracts, there is a fixed standard revenue share which is disclosed both in their UI and also published online.¹⁸² For AdSense for Content and AdSense for Search customers with custom negotiated contracts, the negotiated revenue share is contained in the relevant customer's contract.
- ii. Most AdSense publishers are able to view net estimated earnings metrics aggregated per day, and finalised earnings aggregated per month.
- iii. AdSense customers with custom negotiated contracts can view estimated gross earnings aggregated per day. They are then able to calculate their estimated net earnings by applying their negotiated revenue shares to this number. They also see their account's finalised earnings aggregated per month.
- iv. Note that AdSense enables channel partners to enter into revenue share agreements with publishers, in which case channel partners and publishers are able to view the aggregated data that is relevant to their account type.

¹⁷⁹ Please note, reporting is provided for a number of different “syndication products”, including (i) AdSense for Content (the most common AdSense product), (ii) AdSense for Search, (iii) AdSense for Video, (iv) AdSense for Games, and (v) Web search syndication.

¹⁸⁰ See [Create a custom report - Google AdSense Help](#).

¹⁸¹ See [Metrics and Dimensions | AdSense Management API](#).

¹⁸² For displaying ads with AdSense for Content, publishers receive 68% of the revenue recognised by AdSense in connection with the service. For AdSense for Search, publishers receive 51% of the revenue recognised by AdSense. These percentages are consistent, regardless of a publisher's geographic location, and are not in any way averaged between publishers. See [AdSense revenue share](#).

- (c) All publishers can see end-of-month IVT as a deduction line item in the payments tab of the AdSense UI.

AdMob

Aggregated data

59. AdMob offers aggregated data reports to publishers in relation to data provided for or generated in the context of the use of AdMob, including in relation to performance. These are easily accessible and can be scheduled or generated ad hoc using the AdMob Reporting API. They can also be downloaded and are made available to all business users at no additional cost. Data is available within a reasonable latency window, with the most recent three years of data being accessible to AdMob publishers. Business users, or third parties authorised by those business users, can access this data (with this access managed using RBAC). Further detail on these reports is provided below:
- (a) Publishers can access multiple reports.¹⁸³ These reports can be customised using filters, dimensions, and metrics.¹⁸⁴ Reporting covers both traffic from AdMob and third-party ad sources. Examples of metrics in these reports include: (i) Requests, (ii) Impressions, (iii) Clicks, and (iv) CTRs. The “Payments” tab on the AdMob UI shows IVT deduction line items at the end of the month - these show the sum of IVT payments detected throughout the cycle that will be credited back to the account for the given billing cycle.
 - (b) AdMob offers metrics within the ads performance reports including (i) Effective Cost Per Thousand Impressions (**eCPM**), and (ii) Estimated Earnings. These metrics can be grouped by dimensions, such as: Country, Ad Source, and Ad Format.

Non-aggregated data

60. AdMob provides impression-level ad revenue to AdMob customers that have enabled this reporting through the Google Mobile Ads SDK. This is the same reporting as is described above in the context of GAM customers with mobile properties.

B.2 DMA Compliance Changes

61. To comply with Art. 5(9), Google has designed a fee transparency solution for advertisers based on existing reporting tools. Google now discloses to advertisers using its advertising products, for billable advertisements, the price and any fees paid by the advertiser (**one-sided transparency**), the remuneration received by the publisher including any deductions and surcharges where the relevant publisher is using Google’s advertising products (subject to certain conditions being met, described further below, including publisher consent) (**two-sided transparency**), and the measure on which these prices, fees, and remunerations were calculated. **Billable advertisements** are events that customers are billed for that occur in relation to an advertisement, such as a click, view, impression or conversion.

¹⁸³ See [Overview of AdMob reports - Google AdMob Help](#).

¹⁸⁴ See [Reports Glossary - Google AdMob Help](#).

62. Advertisers are now presented with an option to request a file containing daily data from Google Ads, DV360, and CM360. These files are updated on a daily basis. For SA360, where pricing involves a flat rate that does not change between events, customers already receive full transparency into their fees. Google Analytics accounts are provided free of charge, and so Art. 5(9) is irrelevant, and for Google Analytics 360, the relevant fee does not change “per event”; as with SA360, customers already receive fee transparency.
63. The daily files include the following fields for billable advertisements:¹⁸⁵
- (a) A unique event ID,
 - (b) The amount paid by the advertiser to Google and the measure for this payment, and
 - (c) For ads displayed on third-party properties:
 - i. The amount bid by the Google product in the auction (media cost)¹⁸⁶, and
 - ii. Where Google acted as the demand-side platform (**DSP**) and supply-side platform (**SSP**)¹⁸⁷ and subject to the publisher’s consent:
 - (1) The remuneration received by the publisher from the relevant Google product, and
 - (2) Any deductions and surcharges.
64. Publishers using Google’s SSPs are asked whether they consent to sharing their price and fee data, at the level of each individual billable advertisement, with EEA advertisers who serve ads on their properties. An advertiser customer downloading its file through a Google buy-side product receives for billable advertisements:
- (a) For those publishers that have provided consent, the amount paid to the publisher including any deductions and surcharges.
 - (b) For non-consenting publishers, an aggregate amount or an amount based on the standard rate paid by publishers for the relevant product.
 - (c) Where the above approach does not give rise to a sufficient level of protection of partner commercial confidentiality, additional safeguards may be applied.
65. For the avoidance of doubt, recipients of these files must be Google’s advertiser customers, or third parties acting on their behalf. Files are not provided to third-party intermediary ad tech providers, because of the obligation from Art. 5(9) does not apply in that scenario.

¹⁸⁵ Google published articles on its Help Center on the price transparency compliance solutions it offers. See [here](#) for Google Ads, [here](#) for CM360, [here](#) for DV360.

¹⁸⁶ Unlike for ads on third-party properties, the data provided for ads on Google’s O&O properties does not separately report on the amount bid by the Google product in the auction, as the amount paid by the advertiser to Google constitutes the entire relevant sum.

¹⁸⁷ When Google’s buy-side products place adverts with third-party SSPs, Google provides one-sided transparency to advertisers. Google is unable to provide two-sided transparency as Google does not have the requisite information.

B.3 List of Information (Section 2.1.2)

a) the relevant situation prior to the implementation of the measure and how the newly introduced measure ensures compliance with the obligations laid down in Articles 5 to 7 of Regulation (EU) 2022/1925;

66. Google provided advertisers with a range of different data reports, though none provided the precise information required by Art. 5(9). Google has introduced a new fee transparency solution for advertisers based on existing reporting tools, to comply with the requirements of Art. 5(9), described in more detail in Section X.B.2 above.

b) when the measure was implemented;

67. Google began to work on the implementation of Art. 5(9) in 2022. During this process, Google presented its compliance plan to the European Commission. Google has spent significant time and resources building infrastructure to support the development of Google's compliance plans.

68. The new files are available to download from 6 March 2024.

c) the scope of the measure in terms of the products/services/devices covered;

69. The files are available to download for Google Ads, DV360, and CM360. For SA360 and Google Analytics 360, where pricing involves a flat rate that does not change between events, customers already receive full transparency into their fees.

d) the geographic scope of the measure (e.g., if the implementation of the measure extends beyond the EEA, please specify);

70. One-sided event-level disclosure is provided where both (i) the advertiser to whom information being disclosed is based in the EEA and (ii) the end user is located in the EEA. For full two-sided disclosure, additionally, the counterparty publisher must also be located in the EEA. Google identifies the location of advertisers and publishers on the basis of the location of their ads account, which is associated with a billing address.

e) any technical/engineering changes that were made in connection with the implementation of the measure concerned (e.g., on data flows and internal data usage policies, security aspects, tracking of new metrics, Application Programming Interfaces (APIs), operation system (OS) functionalities, parameters of ranking algorithms and methodologies used to rank, classify or make results more prominent, or parameters of online advertising auctions);

71. Google has invested significant time and resources making technical engineering changes so that the new files and offerings are available for advertisers. This has required changes to the back-end infrastructure of Google's in-scope products to collate the relevant data and support the generation of the files, as well as changes to the front-end customer experience (see further detail below, at Section X.B.3(f)).

f) any changes to the customer experience made in connection with the implementation of the measure concerned (e.g., changes in the customer interface, choice screens, consent forms, warning messages, system updates, functionalities available, or customer journey to access functionalities); extends beyond the EEA, please specify);

72. Advertisers are now presented with a toggle option for whether they want to access these reports, and if they choose yes, then these reports are available for them to download, in a similar way to how they download other pre-existing reports.

Price transparency

Access non-aggregate price data

Each batch of data contains a day's worth of price information. The first data will be available to download as CSV files within 48 hours of opting in. You will be automatically opted out of accessing price data if you don't download any files for 90 days. [Learn more about price data](#)

Download data for:

Select a date ▼

↓ Event-level billing data

↓ Performance data

Price data CSV files may be up to 70GBs in size. Because various billing adjustments aren't included, price data will likely differ from your monthly statements.

Share price data with publishers

The exact amount you're billed for your ads will be made available to publishers based in the European Economic Area (EEA).

73. Publishers are now presented with a consent option, asking whether they consent to two-sided disclosure for the purposes of Art. 5(9).

Price transparency

Access non-aggregate price data ⓘ

Select a date ▼ Download

Price data CSV files may be up to 80GBs in size. Because various billing adjustments aren't included, price data will likely differ from your monthly statements.

Share your price data with advertisers

g) any changes to (i) the remuneration flows in connection with the use of the Undertaking's core platform service (e.g. fee structure, level of the fees, revenue share for the relevant service(s), introduction of new fees, provisions and practices related to the business users' pricing policy, other remuneration flows between the Undertaking and the business users or end users, as applicable) and (ii) the other terms and conditions provided to end users and business users (or individually negotiated agreements with business and/or end users), or where applicable, changes to existing terms and conditions, required by the implementation of the measure concerned (e.g. privacy policy, conditions for access and interoperability and any other relevant clauses);

74. Google has not made changes to remuneration flows or its terms and conditions. The new Art. 5(9) files have been made available to advertisers free of charge.

h) any other relevant changes made in connection with the implementation of the measure concerned not covered by points e) to g) above;

75. Not applicable.

i) any consultation with end users, business users and/or any interested parties that has been carried out in the context of (i) the elaboration of the measure and/or (ii) the implementation of the measure, and how the input of these consulted parties has been taken into account. Provide a list of end users, business users and/or any interested parties consulted in this context and a high level description of the topic of the consultation with those users/parties;

76. As part of its third-party outreach on Arts. 5(9), 5(10), and 6(8), Google has had discussions with a large number of advertisers, publishers, agencies and associations. Google has also held a number of larger events and presentations where it discussed Arts. 5(9), 5(10), and 6(8) with partners, including:

- (a) A partner summit for data and regulation experts held at the Google Safety Engineering Center in Munich on 2 February 2023.
- (b) A roundtable event for publisher partners on 24 March 2023.
- (c) The 2023 EMEA Google Marketing Live event on 25 May 2023. Google discussed Arts. 5(9), 5(10), and 6(8) with numerous attendees.
- (d) Sector-specific roundtable events with hotel and airline partners (on 16 May 2023 and 17 May 2023 respectively).
- (e) A presentation to the members of an association of agencies across Europe on 27 September 2023.
- (f) A presentation to members of an association of publishers on 28 February 2024.

77. Google's engagement with partners on these articles has been intended to raise awareness of the changes that Google will introduce to facilitate compliance, to obtain feedback on the proposed changes and to discuss commercial confidentiality concerns that might arise for publishers and/or advertisers as a result of data sharing. These discussions have therefore centred on Google's compliance plans.

78. The feedback received from partners during these discussions has varied according to the levels of knowledge and/or interest held by partners with respect to Arts. 5(9)/5(10)/6(8).

79. Google factored in the input of these consulted parties when developing its compliance solution.

80. In addition, Google attended a roundtable event hosted by the European Commission with ads industry organisations and their members to discuss its compliance plans for Arts. 5(9), 5(10), and 6(8) on 30 January 2024.

j) any involvement of external consultants in the elaboration of the measure, including a description of the consultants' mission, whether they are independent from the Undertaking, a description of both their output and the methodology used to reach that output and, if applicable, an explanation of the reasons why the recommendations made by the external consultants were not followed;

81. Not applicable.

k) any alternative measures whose feasibility or implications has been assessed and the reasons for not choosing them and, in particular, where relevant (e.g., interoperability), the results of the evaluation of existing open standards and/or state of the art implementations and the reasons for not choosing them;

82. Google has always considered that a new file would be the most effective measure to comply with Art. 5(9).

l) any action taken to inform end users and/or business users of the measure, their feedback; and any changes to the measure implemented on the basis of this feedback;

83. As described above for Section X.B.3(i), Google has conducted third-party outreach on Art. 5(9), 5(10), and 6(8).

m) where applicable, the interaction with measures the Undertaking has implemented to ensure compliance with other obligations under Regulation (EU) 2022/1925;

84. Arts. 5(9) and 5(10) are closely related, as they impose corresponding obligations on Google with respect to advertisers and publishers. The compliance solutions for Arts. 5(9) and (10) have been developed in unison.

85. The new files being introduced for Arts. 5(9) and 5(10) also contribute towards compliance with Art. 6(8). See further below the Sections that address this obligation.

n) where applicable, all actions taken to protect integrity, security or privacy (e.g., data access, data retention policies) pursuant to the relevant provisions in Regulation (EU) 2022/1925 and why these measures are strictly necessary and justified and there are no less restrictive means to achieve these goals;

86. See below a description of the key steps taken to protect integrity, security and privacy, based on the present dimensionality of Google's reporting.

IVT

87. Ad fraud constitutes inauthentic ad interactions designed to mislead an online advertising service that traffic is from authentic user interest, such as automatically clicking ads or otherwise leveraging non-human actions (spiders, bots, etc.). This is harmful to advertisers, publishers and users, and leads to long-term loss of trust in the ads ecosystem. In particular, advertisers will want to ensure the ads they are paying for are viewed by real users.

88. Google protects advertisers and publishers through IVT (including ad fraud) defences. These defences use various types of information to analyse ad traffic and make determinations about whether traffic is IVT. To protect Google's IVT defences from reverse engineering that may be used to facilitate ad fraud, Google takes certain precautions in terms of how specific ad events are reported.
89. The daily files are therefore presented to customers as point-in-time estimates, and qualified so that customers understand that the file does not generally reflect various factors that are applied to the final invoice at the end of the month, including IVT but also other adjustments such as credits, coupons and taxes (which can usually only be applied at the end of the month, and not on a per-event basis).

Joinability

90. The new Art. 5(9) files contain an Event ID, which does not function as a join key with Campaign ID (available in other reporting provided by Google) or any other event-level data provided by Google. This is necessary to preserve commercial confidentiality, protect end-user privacy, and maintain IVT protections.

o) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;

91. Google's third-party outreach on Arts. 5(9), 5(10), and 6(8) is described above at Section X.B.3(i).

p) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;

92. Google's third-party outreach on Arts. 5(9), 5(10), and 6(8) is described above at Section X.B.3(i).

q) a set of indicators which allow or will allow based on their future evolution the assessment of whether the measures implemented by the Undertaking to ensure compliance are 'effective in achieving the objectives of this Regulation and of the relevant obligation', as required by Article 8 of Regulation (EU) 2022/1925, including an explanation why the Undertaking considers these indicators to be the most suitable;

93. This Section applies to both Art. 5(9) and 5(10), as Google has assessed these obligations together. Google is monitoring compliance with Arts. 5(9) and 5(10) based on certain main indicators. These are not in themselves indicative of any possible non-compliance issue but serve to identify possible areas of further inquiry and may evolve over time.

r) any relevant data which can inform whether the measure is or will be effective in achieving the objectives of Regulation (EU) 2022/1925, such as, depending on the circumstances, data on the evolution of the number of active end users and active business users for the relevant

core platform service and, for each relevant obligation, the interaction of end users with choice screens and consent forms, the amount of in-app purchases, the number of pre-installed defaults as well as yearly revenues from payments related to those pre-installed defaults, counts of end users who switch, counts of business users who obtain data access, etc. Provide an exact definition of the terms used and a detailed calculation explanation;

94. See Section X.B.3(q) above.

s) any internal systems and tools used to monitor the effectiveness of the measure and the output of such internal systems and tools;

95. See Section X.B.3(q) above.

t) where applicable, when compliance requires granting third parties (e.g., business users), access to data, interfaces or other technical features of the service: describe the procedure for third parties to obtain such access (including how third parties will be informed of this possibility), the scope (including terms and conditions attached to the access), the format, and the frequency (e.g. real time) and any other relevant information (e.g. whether the shared data/interface or other technical feature can be independently audited, data access policies, data retention policies and measures to enable secure data access).

96. Access to the new files can be granted to authorised third parties by the relevant advertiser customer. Any account owner or account admin is able to add users to their account simply by adding their account email address. Access to their data is managed by advertisers through RBAC. RBAC enables advertisers to set up read and write permissions for their accounts including who can view and create reports.

97. Adding a third-party through RBAC would allow them to access the same reports that advertisers can access.

B.4 Google's Assessment of Compliance (Section 2.1.3)

98. Google maintains a compliance readiness programme designed to identify and address compliance risks, and ensure that Google's products and services are compliant with applicable regulations.

B.5 List of Reports to the Management Body (Section 2.1.4)

99. [Confidential]

B.6 Summary of Feedback from Business Users and End Users (Section 2.1.5)

100. Given the requirement to comply with Art. 5(9) does not apply until 6 March 2024, Google has not yet received feedback on its compliance with this article.

XI. Art. 5(10)

A. Compliance Statement (Section 2.1.1)

101. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(10) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

B.1 Status Prior to DMA Implementation

102. Prior to Google's implementation of Art. 5(10), Google provided publishers with a range of different data reports concerning the remuneration they received and the fees they paid. At Section X.B.1 above, Google describes the pre-existing reporting that was available prior to DMA implementation (and continues to be available), including reporting on price and fee information.

B.2 DMA Compliance Changes

103. To comply with Art. 5(10), Google has designed a fee transparency solution for publishers based on existing reporting tools. Google now discloses to publishers using its advertising products, for billable advertisements, what remuneration is received by and any fees paid by the publisher (**one-sided transparency**), the price paid by the advertiser where the relevant advertiser is using Google's advertising products (subject to certain conditions being met, described further below, including the advertiser's consent) (**two-sided transparency**), and the measure on which these prices, fees, and remunerations were calculated. **Billable advertisements** are events that customers are remunerated for that occur in relation to an advertisement, such as a click, view, impression or conversion.

104. Publishers are now presented with an option to request a file containing daily data from GAM, AdMob, and AdSense. These files are available on a daily basis, containing data for a 24-hour period. Google Analytics accounts are provided free of charge, and so Art. 5(10) is irrelevant, and for Google Analytics 360, the relevant fee does not change "per event"; customers already receive fee transparency.

105. The daily files include the following fields for billable advertisements:¹⁸⁸

- (a) A unique event ID,
- (b) The remuneration received by the publisher from the relevant Google product,
- (c) Any deductions and surcharges,
- (d) The amount bid by the advertiser / buy-side product into the auction (media cost), and

¹⁸⁸ Google published articles on its Help Center on the price transparency compliance solutions it offers. See [here](#) for AdManager, [here](#) for AdSense, and [here](#) for AdMob.

- (e) Where Google acted as the DSP and SSP¹⁸⁹ and subject to the advertiser's consent:
 - i. The amount paid by the advertiser to Google, and
 - ii. Any deductions and surcharges.

106. Advertisers using Google's DSPs are asked whether they consent to sharing their price and fee data, at the level of each individual billable advertisement, with EEA publishers whose properties their ads are served on. A publisher customer downloading its file through a Google sell-side product receives for billable advertisements:
- (a) For those advertisers that have provided consent, the amount paid by the advertiser including any deductions and surcharges.
 - (b) For non-consenting advertisers, an aggregate amount or an amount based on the standard rate paid by advertisers for the relevant product.
 - (c) Where the above approach does not give rise to a sufficient level of protection of partner commercial confidentiality, additional safeguards may be applied.
107. For the avoidance of doubt, recipients of these files must be Google's publisher customers, or third parties acting on their behalf. Files are not provided to third-party intermediary ad tech providers, because the obligation from Art. 5(10) does not apply in that scenario.

B.3 List of Information (Section 2.1.2)

a) the relevant situation prior to the implementation of the measure and how the newly introduced measure ensures compliance with the obligations laid down in Articles 5 to 7 of Regulation (EU) 2022/1925;

108. Google provided publishers with a range of different data reports, though none provided the precise information required by Art. 5(10). Google has introduced a new fee transparency solution for publishers based on existing reporting tools, to comply with the requirements of Art. 5(10), described in more detail at Section XI.B.2 above.

b) when the measure was implemented;

109. Google began to work on the implementation of Art. 5(10) in 2022. During this process, Google presented its compliance plan to the European Commission. Google has spent significant time and resources building infrastructure to support the development of Google's compliance plans.

110. The new files are available to download from 6 March 2024.

c) the scope of the measure in terms of the products/services/devices covered;

¹⁸⁹ When Google's sell-side products provide inventory to third-party DSPs or SSPs, Google provides one-sided transparency to publishers. Google is unable to provide two-sided transparency as Google does not have the requisite information.

111. The files are available to download for GAM, AdSense and AdMob.

d) the geographic scope of the measure (e.g., if the implementation of the measure extends beyond the EEA, please specify);

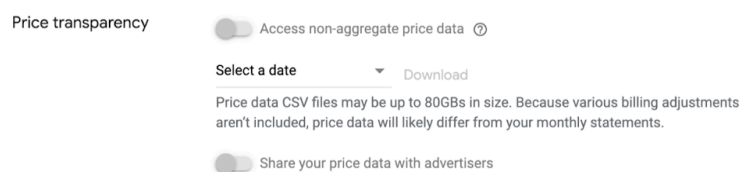
112. One-sided event-level disclosure is provided where both (i) the advertiser to whom information being disclosed is based in the EEA and (ii) the end user is located in the EEA. For full two-sided disclosure, additionally, the counterparty publisher must also be located in the EEA. Google identifies the location of advertisers and publishers on the basis of the location of their ads account, which is associated with a billing address.

e) any technical/engineering changes that were made in connection with the implementation of the measure concerned (e.g., on data flows and internal data usage policies, security aspects, tracking of new metrics, Application Programming Interfaces (APIs), operation system (OS) functionalities, parameters of ranking algorithms and methodologies used to rank, classify or make results more prominent, or parameters of online advertising auctions);

113. Google has invested significant time and resources making technical engineering changes so that the new files and offerings are available for publishers. This has required changes to the back-end infrastructure of Google's in-scope products to collate the relevant data and support the generation of the files, as well as changes to the front-end customer experience (see further detail below, at Section XI.B.3(f)).

f) any changes to the customer experience made in connection with the implementation of the measure concerned (e.g., changes in the customer interface, choice screens, consent forms, warning messages, system updates, functionalities available, or customer journey to access functionalities); extends beyond the EEA, please specify);

114. Publishers are now presented with a toggle option for whether they want to access these reports, and if they choose yes, then these reports are available for them to download, in a similar way to how they download other pre-existing reports.



115. Advertisers are now presented with a consent option, asking whether they consent to two-sided disclosure for the purposes of Art. 5(10).

Price transparency Access non-aggregate price data ^

Each batch of data contains a day's worth of price information. The first data will be available to download as CSV files within 48 hours of opting in. You will be automatically opted out of accessing price data if you don't download any files for 90 days. [Learn more about price data](#)

Download data for:

Jan 17, 2024 ▼

[Event-level billing data](#) [Performance data](#)

Price data CSV files may be up to 70GBs in size. Because various billing adjustments aren't included, price data will likely differ from your monthly statements.

Share price data with publishers

The exact amount you're billed for your ads will be made available to publishers based in the European Economic Area (EEA).

[Cancel](#) [Save](#)

g) any changes to (i) the remuneration flows in connection with the use of the Undertaking's core platform service (e.g. fee structure, level of the fees, revenue share for the relevant service(s), introduction of new fees, provisions and practices related to the business users' pricing policy, other remuneration flows between the Undertaking and the business users or end users, as applicable) and (ii) the other terms and conditions provided to end users and business users (or individually negotiated agreements with business and/or end users), or where applicable, changes to existing terms and conditions, required by the implementation of the measure concerned (e.g. privacy policy, conditions for access and interoperability and any other relevant clauses);

116. Google has not made changes to remuneration flows or its terms and conditions. The new Art. 5(10) files have been made available to publishers free of charge.

h) any other relevant changes made in connection with the implementation of the measure concerned not covered by points e) to g) above;

117. Not applicable.

i) any consultation with end users, business users and/or any interested parties that has been carried out in the context of (i) the elaboration of the measure and/or (ii) the implementation of the measure, and how the input of these consulted parties has been taken into account. Provide a list of end users, business users and/or any interested parties consulted in this context and a high level description of the topic of the consultation with those users/parties;

118. The third-party outreach on Arts. 5(9), 5(10), and 6(8) has been described at Section X.B.3(i) above.
119. Google factored in the input of these consulted parties when designing its compliance solution.

j) any involvement of external consultants in the elaboration of the measure, including a description of the consultants' mission, whether they are independent from the Undertaking, a description of both their output and the methodology used to reach that output and, if applicable, an explanation of the reasons why the recommendations made by the external consultants were not followed;

120. Not applicable.

k) any alternative measures whose feasibility or implications has been assessed and the reasons for not choosing them and, in particular, where relevant (e.g., interoperability), the results of the evaluation of existing open standards and/or state of the art implementations and the reasons for not choosing them;

121. Google has always considered that a new file would be the most effective measure to comply with Art. 5(10).

l) any action taken to inform end users and/or business users of the measure, their feedback; and any changes to the measure implemented on the basis of this feedback;

122. As described at Section X.B.3(i) above, Google has conducted third-party outreach on Arts. 5(9), 5(10), and 6(8).

m) where applicable, the interaction with measures the Undertaking has implemented to ensure compliance with other obligations under Regulation (EU) 2022/1925;

123. Arts. 5(9) and 5(10) are closely related, as they impose corresponding obligations on Google with respect to advertisers and publishers. The compliance solutions for Arts. 5(9) and (10) have been developed in unison.

124. The new files being introduced for Arts. 5(9) and 5(10) also contribute towards compliance with Art. 6(8). See further below the Sections that address this obligation.

n) where applicable, all actions taken to protect integrity, security or privacy (e.g., data access, data retention policies) pursuant to the relevant provisions in Regulation (EU) 2022/1925 and why these measures are strictly necessary and justified and there are no less restrictive means to achieve these goals;

125. See below a description of the key steps taken to protect integrity, security and privacy, based on the present dimensionality of Google's reporting.

VI

126. Ad fraud constitutes inauthentic ad interactions designed to mislead an online advertising service that traffic is from authentic user interest, such as automatically clicking ads or otherwise leveraging non-human actions (spiders, bots, etc.). This is harmful to advertisers, publishers and users, and leads to long-term loss of trust in the ads ecosystem. In particular, advertisers will want to ensure the ads they are paying for are viewed by real users.

127. Google protects advertisers and publishers through IVT (including ad fraud) defences. These defences use various types of information to analyse ad traffic and make determinations about whether traffic is IVT. To protect Google's IVT defences from reverse engineering that may be used to facilitate ad fraud, Google takes certain precautions in terms of how specific ad events are reported.
128. The daily files are therefore presented to customers as point-in-time estimates, and qualified so that customers understand that the file does not generally reflect various factors that are applied to the final invoice at the end of the month, including IVT but also other adjustments such as credits, coupons, and taxes (which can usually only be applied at the end of the month, and not on a per-event basis).

Joinability

129. The new Art. 5(10) files contain an Event ID, which does not function as a join key with Campaign ID (available in other reporting provided by Google) or any other event-level data provided by Google. This is necessary to preserve commercial confidentiality, protect end-user privacy, and maintain IVT protections.

o) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;

130. Google's third-party outreach on Arts. 5(9), 5(10), and 6(8) is described above at Section X.B.3(i).

p) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;

131. Google's third-party outreach on Arts. 5(9), 5(10), and 6(8) is described above at Section X.B.3(i).

q) a set of indicators which allow or will allow based on their future evolution the assessment of whether the measures implemented by the Undertaking to ensure compliance are 'effective in achieving the objectives of this Regulation and of the relevant obligation', as required by Article 8 of Regulation (EU) 2022/1925, including an explanation why the Undertaking considers these indicators to be the most suitable;

132. Google has assessed Arts. 5(9) and 5(10) together - see further above at Section X.B.3(q).

r) any relevant data which can inform whether the measure is or will be effective in achieving the objectives of Regulation (EU) 2022/1925, such as, depending on the circumstances, data on the evolution of the number of active end users and active business users for the relevant core platform service and, for each relevant obligation, the interaction of end users with choice screens and consent forms, the amount of in-app purchases, the number of pre-installed defaults as well as yearly revenues from payments related to those pre-installed

defaults, counts of end users who switch, counts of business users who obtain data access, etc. Provide an exact definition of the terms used and a detailed calculation explanation;

133. See Section X.B.3(q) above.

s) any internal systems and tools used to monitor the effectiveness of the measure and the output of such internal systems and tools;

134. See Section X.B.3(q) above.

t) where applicable, when compliance requires granting third parties (e.g., business users), access to data, interfaces or other technical features of the service: describe the procedure for third parties to obtain such access (including how third parties will be informed of this possibility), the scope (including terms and conditions attached to the access), the format, and the frequency (e.g. real time) and any other relevant information (e.g. whether the shared data/interface or other technical feature can be independently audited, data access policies, data retention policies and measures to enable secure data access).

135. Access to the new files can be granted to authorised third parties by the relevant publisher customer. Any account owner or account admin is able to add users to their account simply by adding their account email address. Access to their data is managed by publishers through RBAC. RBAC enables publishers to set up read and write permissions for their accounts including who can view and create reports.

136. Adding a third-party through RBAC would allow them to access the same reports that publishers can access.

B.4 Google's Assessment of Compliance (Section 2.1.3)

137. Google maintains a compliance readiness programme designed to identify and address compliance risks, and ensure that Google's products and services are compliant with applicable regulations.

B.5 List of Reports to the Management Body (Section 2.1.4)

138. [Confidential]

B.6 Summary of Feedback from Business Users and End Users (Section 2.1.5)

139. Given the requirement to comply with Art. 5(10) does not apply until 6 March 2024, Google has not yet received feedback on its compliance with this article.

XII. Art. 6(2)

A. Compliance Statement (Section 2.1.1)

140. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(2) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

141. See the Art. 6(2) Chapter that describes Google's compliance measures for Art. 6(2) with respect to all its designated CPSs.

XIII. Art. 6(3)

142. Art. 6(3) does not apply to the Ads CPS because it only applies to operating systems, virtual assistants and web browsers.

XIV. Art. 6(4)

143. Art. 6(4) does not apply to the Ads CPS because it only applies to operating systems.

XV. Art. 6(5)

144. Art. 6(5) does not apply to the Ads CPS because it only applies to online intermediation services, online social networking services, video-sharing platform services, virtual assistants, and online search engines.

145. See the Search Chapter that describes Google's compliance measures for Art. 6(5), including where this impacts the Ads CPS.

XVI. Art. 6(6)

A. Compliance Statement (Section 2.1.1)

146. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(6) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

147. The Ads CPS already complied with Art. 6(6) prior to the DMA. It does not impose any restrictions on end users' ability to switch or multi-home across different services. The Ads CPS does not impose any limitations on the applications and services of any business user that can be accessed by end users. Nor did it do so prior to the DMA's adoption.

XVII. Art. 6(7)

148. Art. 6(7) does not apply to the Ads CPS because it only applies to operating systems and virtual assistants.

XVIII. Art. 6(8)

A. Compliance Statement (Section 2.1.1)

149. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(8) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

B.1 Status Prior to DMA Implementation

150. Prior to DMA implementation, Google already provided timely and granular data to advertiser and publisher customers, and authorised third parties, allowing them to verify the performance of their ads across its tools, including in relation to ad viewability, brand safety and IVT. See Section X.B.1 above for a detailed summary of the reporting that Google already provides.

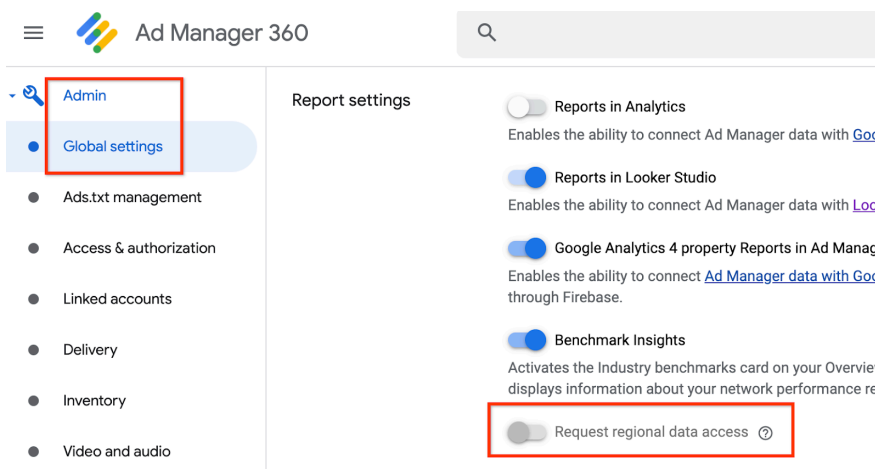
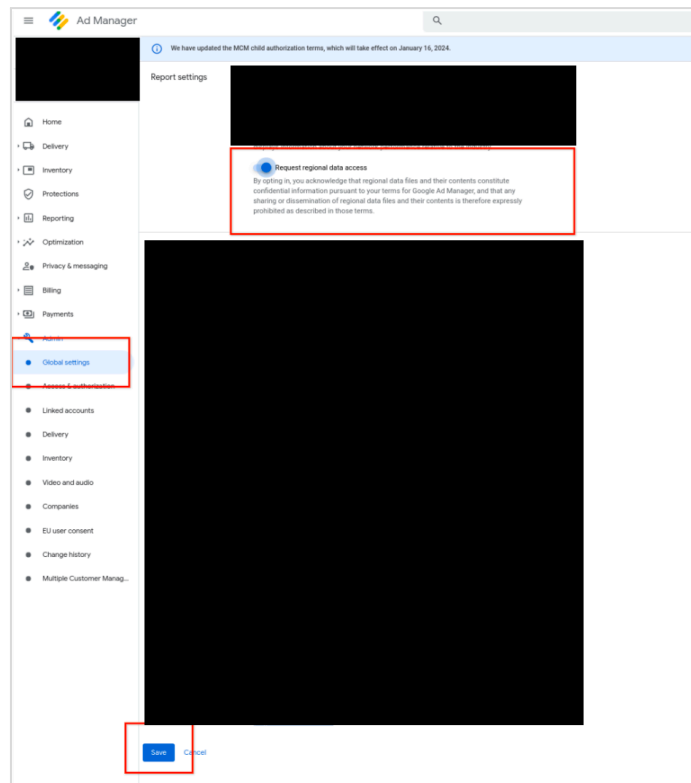
B.2 DMA Compliance Changes

151. Google considers that its pre-existing data offerings, combined with the enhanced reporting being offered to advertisers and publishers under Arts. 5(9)/(10), which is explained in detail above, already effectively serve the purposes described in Art. 6(8). However, Google also made the following enhancements to its data offerings across the Ads CPS' buy-side and sell-side products in order to provide greater functionality:

- (a) Publishers will be able to download new non-aggregate data as part of the compliance plan for AdMob, AdSense, and GAM. To achieve this, GAM will offer a new non-aggregate data solution. AdMob and AdSense customers will be provided with details on how to create a GAM account if they are interested in non-aggregate data via the Help Center. The new solution in GAM will be called "Regional Data Access", and will resemble Google's existing DTFs. It will include events served to EEA end users. These files will be made available to EEA publishers at no additional cost. Once set-up is completed, the publisher will be able to select the files and fields they would like to receive.¹⁹⁰

¹⁹⁰ See Access regional data - Google Ad Manager Help, Access regional data - Google AdMob Help, and Access regional data - Google AdSense Help.

Accessing the “Regional Data Access” solution



(b) With respect to advertisers, for Google Ads, customers can today access aggregated data to assess the performance of their ads, in addition to non-aggregated click-level reports through the Google Ads API. However, for the purposes of compliance with Art. 6(8), Google Ads plans to make changes to enhance the availability of free-of-charge, non-aggregate click-level data reporting to advertisers and authorised third parties by making click-level reports currently obtained through the Google Ads API available to all EEA Google Ads advertisers in the UI. Reports accessed through the UI can be exported as CSV files. In addition, for DV360, non-aggregate YouTube events purchased through DV360 are not currently available in DV360 DTFs. In order to provide further transparency, Google plans to make changes so that DV360 will offer YouTube data in a non-aggregate

fashion similar to how non-aggregated data is made available for other campaign types such as Display Campaigns today.

B.3 List of Information (Section 2.1.2)

a) the relevant situation prior to the implementation of the measure and how the newly introduced measure ensures compliance with the obligations laid down in Articles 5 to 7 of Regulation (EU) 2022/1925;

152. The Ads CPS already shared data for advertisers and publishers to carry out their own independent verification of the advertisements inventory prior to the DMA's adoption. In addition to changes already contemplated to address Arts. 5(9) and 5(10), Google has enhanced its offerings by (i) making non-aggregate event-level data available for all inventory for EEA advertisers in its buyside tools, and (ii) making GAM360 and Google Ad Manager for Small Business accessible to EEA publishers that use GAM, AdSense, and AdMob, allowing them to access DTFs containing certain non-aggregate data features, free of charge. See Section XVIII.B.2 above for more details.

b) when the measure was implemented;

153. Google began to work on the implementation of Art. 6(8) in 2022. During this process, Google presented its compliance plan to the European Commission.
154. Following the development of Google's compliance plans, Google has spent significant time and resources building infrastructure so that its compliance plans, including any new data sets to advertisers and publishers, can go live by March 2024.

c) the scope of the measure in terms of the products/services/devices covered;

155. The buy-side (Google Ads, DV360, CM360, SA360) and sell-side (GAM, AdSense and AdMob) tools are covered by the measures to comply with Art. 6(8). As to Google Analytics, since this tool is not involved in the purchase or sale of ad inventory, it is not relevant for the purpose of Art. 6(8).

d) the geographic scope of the measure (e.g., if the implementation of the measure extends beyond the EEA, please specify);

156. Google intends to apply the same position on geographic scope for Art. 6(8) as it does for Arts. 5(9), and 5(10). See Section X.B.3(d) above for further details.

e) any technical/engineering changes that were made in connection with the implementation of the measure concerned (e.g., on data flows and internal data usage policies, security aspects, tracking of new metrics, Application Programming Interfaces (APIs), operation system (OS) functionalities, parameters of ranking algorithms and methodologies used to rank, classify or make results more prominent, or parameters of online advertising auctions);

157. The Ads CPS made extensive engineering changes to implement Art. 6(8), including both development of a new non-aggregated data solution for publishers and disclosing new click-level performance metrics to advertisers. See Section XVIII.B.2 above for more details.

f) any changes to the customer experience made in connection with the implementation of the measure concerned (e.g., changes in the customer interface, choice screens, consent forms, warning messages, system updates, functionalities available, or customer journey to access functionalities); extends beyond the EEA, please specify);

158. The user experience of publishers has been changed as a result of introducing new solutions. In order to access the new non-aggregate data reports, publishers using AdMob and AdSense will have to create a GAM account. See Section XVIII.B.2 above for more details.

Access regional data

For EEA publishers



This article is for customers who use Google's online and offline solutions and receive data from end users in the [European Economic Area](#) (EEA).

If your billing address is in the EEA, you can access several event-level data files using regional data access.

With regional data access, you can report on non-aggregate, event-level data related to your Google Ad Manager product usage.

This data is essentially raw content from the Ad Manager ad server logs, with a separate file generated for each type of event. The files contain event data that is accurate to the second. You can choose to include other information in the files to view device, geography, and other data related to the event.

About regional data access and Data Transfer

The general functionality of regional data access is similar to Data Transfer. To learn more about working with these files and fields, you can [explore Data Transfer reports](#).

- Regional data access is available to publishers in the EEA, determined by network billing address, to report on non-aggregated, event-level data for EEA activities.
- Data Transfer is available only for Google Ad Manager 360. If you have Data Transfer and an eligible EEA billing address, you can also enable regional data access.

Required permissions

To use regional data access, users on your network must:

- Have the [Admin permission](#) to add the desired file types and fields to your configuration.
- Have the “Modify data transfer fields” Reporting permission to change included fields.
- Be in the group created for the [storage bucket](#) to access the files.
Note that the person who enables regional data access is automatically added to the group. They can then add other users manually. Users can view the group details under [Access the data](#).


Set up regional data access



Note: Regional data access requires an Ad Manager account. If you don't yet have an Ad Manager account, visit [Sign up for Ad Manager](#) to create one.

[Step 1: Request regional data access](#) 

[Step 2: Configure regional data access files and fields](#) 

[Step 3: Access the data](#) 



Give feedback about this article

159. With respect to advertisers, the Google Ads UI will change to make the click view report appear as a downloadable file. See Section XVIII.B.2 above for more details.

Price transparency Access non-aggregate price data ^

Each batch of data contains a day's worth of price information. The first data will be available to download as CSV files within 48 hours of opting in. You will be automatically opted out of accessing price data if you don't download any files for 90 days. [Learn more about price data](#)

Download data for:

Jan 17, 2024 ▼

[Event-level billing data](#) [Performance data](#)

Price data CSV files may be up to 70GBs in size. Because various billing adjustments aren't included, price data will likely differ from your monthly statements.

Share price data with publishers

The exact amount you're billed for your ads will be made available to publishers based in the European Economic Area (EEA).

[Cancel](#) [Save](#)

g) any changes to (i) the remuneration flows in connection with the use of the Undertaking's core platform service (e.g. fee structure, level of the fees, revenue share for the relevant service(s), introduction of new fees, provisions and practices related to the business users' pricing policy, other remuneration flows between the Undertaking and the business users or end users, as applicable) and (ii) the other terms and conditions provided to end users and business users (or individually negotiated agreements with business and/or end users), or where applicable, changes to existing terms and conditions, required by the implementation of the measure concerned (e.g. privacy policy, conditions for access and interoperability and any other relevant clauses);

160. In order to comply with Art. 6(8), data necessary for advertisers and publishers to carry out their own independent verification of the advertisements inventory will be made available free of charge. Other terms and conditions for advertisers and publishers have not been changed as a result of the DMA.

h) any other relevant changes made in connection with the implementation of the measure concerned not covered by points e) to g) above;

161. Not applicable.

i) any consultation with end users, business users and/or any interested parties that has been carried out in the context of (i) the elaboration of the measure and/or (ii) the implementation of the measure, and how the input of these consulted parties has been taken into account. Provide a list of end users, business users and/or any interested parties consulted in this context and a high level description of the topic of the consultation with those users/parties;

162. Google consulted industry stakeholders on its compliance plan with respect to Arts. 5(9), 5(10), and 6(8). See Section X.B.3(i) for further details on the third-party outreach achieved by Google.

j) any involvement of external consultants in the elaboration of the measure, including a description of the consultants' mission, whether they are independent from the Undertaking, a description of both their output and the methodology used to reach that output and, if applicable, an explanation of the reasons why the recommendations made by the external consultants were not followed;

163. Not applicable.

k) any alternative measures whose feasibility or implications has been assessed and the reasons for not choosing them and, in particular, where relevant (e.g., interoperability), the results of the evaluation of existing open standards and/or state of the art implementations and the reasons for not choosing them;

164. Google has always considered that (i) sharing a revised DTF file with publishers and (ii) offering non-aggregate click-level data reporting to advertisers, combined with the new file contemplated to address Arts. 5(9) and 5(10), would be the most effective measures to comply with Art. 6(8).

l) any action taken to inform end users and/or business users of the measure, their feedback; and any changes to the measure implemented on the basis of this feedback;

165. See Section X.B.3(i) above on Google's interactions with advertisers and publishers in the framework of workshops.

m) where applicable, the interaction with measures the Undertaking has implemented to ensure compliance with other obligations under Regulation (EU) 2022/1925;

166. As explained above, Google considers that Arts. 5(9)/5(10), and 6(8) overlap given that, under Arts. 5(9)/5(10), the Ads CPS is required to provide fee transparency to advertisers and publishers. Since fees are an important performance metric, Google considers that the solution offered to comply with Arts. 5(9) and 5(10) is also relevant to comply with Art. 6(8).

n) where applicable, all actions taken to protect integrity, security or privacy (e.g., data access, data retention policies) pursuant to the relevant provisions in Regulation (EU) 2022/1925 and why these measures are strictly necessary and justified and there are no less restrictive means to achieve these goals;

167. Google is committed to protect the privacy of its customers. This is why the data reports provided to publishers and advertisers for the purposes of Art. 6(8) have been designed by Google to protect end user privacy.

168. Google designs its data reports to ensure the integrity and security of its systems. To protect Google's IVT systems from reverse engineering that may be used to facilitate ad fraud, Google will take certain precautions in terms of how specific ad events are reported. See Section X.B.3(n) above for more details on actions taken by Google to protect its anti-fraud and IVT system.

o) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;

169. Google's third-party outreach on Arts. 5(9), 5(10), and 6(8) is described above at Section X.B.3(i).

p) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;

170. Google's third-party outreach on Arts. 5(9), 5(10), and 6(8) is described above at Section X.B.3(i).

q) a set of indicators which allow or will allow based on their future evolution the assessment of whether the measures implemented by the Undertaking to ensure compliance are 'effective in achieving the objectives of this Regulation and of the relevant obligation', as required by Article 8 of Regulation (EU) 2022/1925, including an explanation why the Undertaking considers these indicators to be the most suitable;

171. Google is monitoring compliance with Art. 6(8) based on certain main indicators. These are not in themselves indicative of any possible non-compliance issue but serve to identify possible areas of further inquiry and may evolve over time.

r) any relevant data which can inform whether the measure is or will be effective in achieving the objectives of Regulation (EU) 2022/1925, such as, depending on the circumstances, data on the evolution of the number of active end users and active business users for the relevant core platform service and, for each relevant obligation, the interaction of end users with choice screens and consent forms, the amount of in-app purchases, the number of pre-installed defaults as well as yearly revenues from payments related to those pre-installed defaults, counts of end users who switch, counts of business users who obtain data access, etc. Provide an exact definition of the terms used and a detailed calculation explanation;

172. See Section XVIII.B.3(q) above.

s) any internal systems and tools used to monitor the effectiveness of the measure and the output of such internal systems and tools;

173. See Section XVIII.B.3(q) above.

t) where applicable, when compliance requires granting third parties (e.g., business users), access to data, interfaces or other technical features of the service: describe the procedure for third parties to obtain such access (including how third parties will be informed of this possibility), the scope (including terms and conditions attached to the access), the format, and the frequency (e.g. real time) and any other relevant information (e.g. whether the shared

data/interface or other technical feature can be independently audited, data access policies, data retention policies and measures to enable secure data access).

174. Access to the data necessary for advertisers and publishers to carry out their own independent verification of the advertisements inventory will be granted to authorised third parties by the relevant publisher and advertiser customer. Any account owner is able to add users to their account simply by adding their account email address. Access to their data will be managed by advertisers and publishers by using RBAC.

175. The reports provided to authorised third parties will not differ from the ones supplied to publishers and advertisers using the Ads CPS. See Sections XVIII.B.1 and XVIII.B.2 above for further details on the data that will be made available by the Ads CPS.

B.4 Google's Assessment of Compliance (Section 2.1.3)

176. Google maintains a compliance readiness programme designed to identify and address compliance risks, and ensure that Google's products and services are compliant with applicable regulations.

B.5 List of Reports to the Management Body (Section 2.1.4)

177. [Confidential]

B.6 Summary of Feedback from Business Users and End Users (Section 2.1.5)

178. Given Google's compliance with Art. 6(8) is as of 6 March 2024, Google has not yet received feedback on its compliance with this article.

XIX. Art. 6(9)

A. Compliance Statement (Section 2.1.1)

179. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(9) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

180. See the Art. 6(9) Chapter that describes Google's compliance measures for Art. 6(9) with respect to all its designated CPSs.

XX. Art. 6(10)

A. Compliance Statement (Section 2.1.1)

181. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(10) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

182. The Ads CPS already complied with Art. 6(10) prior to the DMA. Google describes its compliance with Art. 6(10) in more detail in the Art. 6(10) Chapter.

XXI. Art. 6(11)

183. Art. 6(11) does not apply to the Ads CPS because it only applies to online search engines.
184. See the Search Chapter that describes Google's compliance measures for Art. 6(11), including where this impacts the Ads CPS.

XXII. Art. 6(12)

185. Art. 6(12) does not apply to the Ads CPS because it only applies to software application stores, online search engines, and online social networking services.

XXIII. Art. 6(13)

A. **Compliance Statement (Section 2.1.1)**

186. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(13) of Regulation (EU) 2022/1925.

B. **Description of Compliance (Section 2.1.2 - 2.1.5)**

187. The Ads CPS already complied with Art. 6(13) prior to the DMA:
- (a) **End users.** Art. 6(13) does not apply as the Ads CPS is a business-facing service and is not addressed to end users.
 - (b) **Business users.** Business users of the Ads CPS have a contractual relationship with Google. Generally speaking, business users can stop the provision of the relevant Google Ads service easily, as the services are structured such that ceasing to use the product effectively ends the relationship with no further consequences or further costs being incurred (irrespective of whether action is taken to formally terminate the contract). For Google Advertising products with alternative contractual arrangements, Google has reviewed its termination clauses for compliance with Art. 6(13) but has not made any changes.

XXIV. Art. 7

188. Art. 7 does not apply to the Ads CPS because it only applies to number-independent interpersonal communications services.

Non-confidential summary of Google Android Chapter

I. Introduction

1. Google Android is an operating system (**OS**) core platform services (**CPS**) as defined under ART.s 2(2)(f) and 2(10) DMA. It is an OS for smart mobile devices (*i.e.*, smartphones and tablets). It consists of the source code available to licence via the Android Open Source Project (**AOSP**) that Google has developed for smart mobile devices and which is implemented in accordance with the Compatibility Definition Document (**CDD**). Google Android is a CPS distinct from Alphabet's other OSs, namely Android Automotive OS, Android TV, Wear OS, Google Chrome OS, Google Cast, and Fuchsia OS.¹⁹¹
2. Under the Alphabet Designation Decision, Google Android also covers Alphabet's middleware (including Google Play Services) "*insofar as it contributes to controlling the basic functions of Google Android tablets and smartphones and to enabling software applications to run on them, thereby ensuring an effective functioning of Google Android*".¹⁹²
3. To prepare for the DMA obligations applicable to Google Android, Google has developed:
 - (a) New Google-wide policy and compliance training, to unify pre-existing controls into a comprehensive Art. 6(2)-compliant programme (see Art. 6(2) Chapter), and
 - (b) A new online search engine (**OSE**) choice screen on devices that preinstall Google Search and place the widget on the device's home screen, and a new browser choice screen on devices that set Google Chrome as default (see Art. 6(3) below).
4. As described below, Google Android already complied with 5(4), Art. 5(5), Art. 5(6), Art. 5(7), Art. 5(8), Art. 6(2), Art. 6(4), Art. 6(6), Art. 6(7), Art. 6(9), Art. 6(10), and Art. 6(13) prior to the DMA's adoption. Art. 5(2), 5(3), Art. 5(9), Art. 5(10), Art. 6(5), Art. 6(8), Art. 6(11), Art. 6(12), and Art. 7 do not apply to Google Android.

II. Business Users of Google Android (Section 2.2)

5. [Confidential]

III. Art. 5(2)

A. Compliance Statement (Section 2.1.1)

1. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(2) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

2. See the Art. 5(2) Chapter that describes Google's compliance measures for Art. 5(2) with respect to all its designated CPSs.

¹⁹¹ Alphabet Designation Decision, para. 161.

¹⁹² Alphabet Designation Decision, para. 165.

IV. Art. 5(3)

6. Art. 5(3) does not apply to Google Android because it only applies to online intermediation service CPSs.

V. Art. 5(4)

A. Compliance Statement (Section 2.1.1)

7. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(4) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

8. Google Android already complied with Art. 5(4) prior to the DMA because it does not place any restrictions on how Google Android app developers can communicate and promote offers to end users. Nor did it do so prior to the DMA's adoption.

VI. Art. 5(5)

A. Compliance Statement (Section 2.1.1)

9. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(5) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

10. Google Android already complied with Art. 5(5) prior to the DMA because it does not limit end users' ability to consume digital content or services in apps where that content has been bought outside of the app, irrespective of where the content was purchased. Nor did it do so prior to the DMA's adoption.

VII. Art. 5(6)

A. Compliance Statement (Section 2.1.1)

11. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(6) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

12. Google Android already complied with Art. 5(6) prior to the DMA. It does not have contracts that prevent business users or end users from raising issues of non-compliance with the law with any public authority, including national courts, related to any practice of Google.
13. Nonetheless, for the avoidance of doubt, Google issued a public statement on its website that it does not and will not interpret its existing contracts in a way that is contrary to Art. 5(6).¹⁹³ A screenshot of this public statement is included below.

¹⁹³ See [Data Protection Law Compliance - Business Data Responsibility](#).

Digital Markets Act

Raising Issues with Public Authorities

Google does not interpret any provisions, including confidentiality provisions, in its contracts or terms of service that are in scope of the Digital Markets Act, as preventing counterparties from raising any issue of non-compliance with the law or with any relevant public authority. This is without prejudice to the operation of lawful complaints-handling mechanisms that are laid down in agreements with business users, as defined by the Digital Markets Act.

VIII. Art. 5(7)

A. Compliance Statement (Section 2.1.1)

14. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(7) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

15. Google Android already complied with Art. 5(7) prior to the DMA because Google does not require Google Android end users or business users to use, offer, or interoperate with an identification service, particular browser engine, or payment service provider. Nor did it do so prior to the DMA's adoption.

IX. Art. 5(8)

A. Compliance Statement (Section 2.1.1)

16. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(8) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

17. Google Android already complied with Art. 5(8) prior to the DMA. It does not require end users or business users to register or subscribe with any other Google CPSs. Nor did Google require such registration or subscription prior to the DMA's adoption.

X. Art. 5(9)

18. Art. 5(9) does not apply to Google Android because it only applies to online advertising service CPSs.

XI. Art. 5(10)

19. Art. 5(10) does not apply to Google Android because it only applies to online advertising service CPSs.

XII. Art. 6(2)

A. Compliance Statement (Section 2.1.1)

20. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(2) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

21. See the Art. 6(2) Chapter that describes Google’s compliance measures for Art. 6(2) with respect to all its designated CPSs.

XIII. Art. 6(3)

A. Compliance Statement (Section 2.1.1)

22. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(3) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

B.1 Status Prior to DMA Implementation

23. **Uninstallation of apps.** Google Android already enabled uninstallation of apps prior to the DMA’s adoption, as Art. 6(3) now requires. Google Android allows users to uninstall apps by: (i) fully deleting apps that are downloaded or pre-installed in a Google Android device’s user partition; and (ii) disabling apps in a Google Android device’s system partition such that they are returned into an uninstalled state.¹⁹⁴

24. **Easily switchable defaults.** Google Android already enabled easy default switching prior to the DMA’s adoption as Art. 6(3) now requires. Google Android supports easy switching of default in the following ways:

- (a) Google Android enables users to switch defaults easily from their device’s settings menu.
- (b) Google Android shows “disambiguation boxes” when a user triggers a relevant default functionality that more than one app on their device is capable of carrying out, and the user has not previously selected a default. Disambiguation boxes offer users a choice of apps they would like to fulfil their intent and allow the user to set the selected app as default.
- (c) Google Android enables downloaded apps to prompt users to set those apps as defaults.

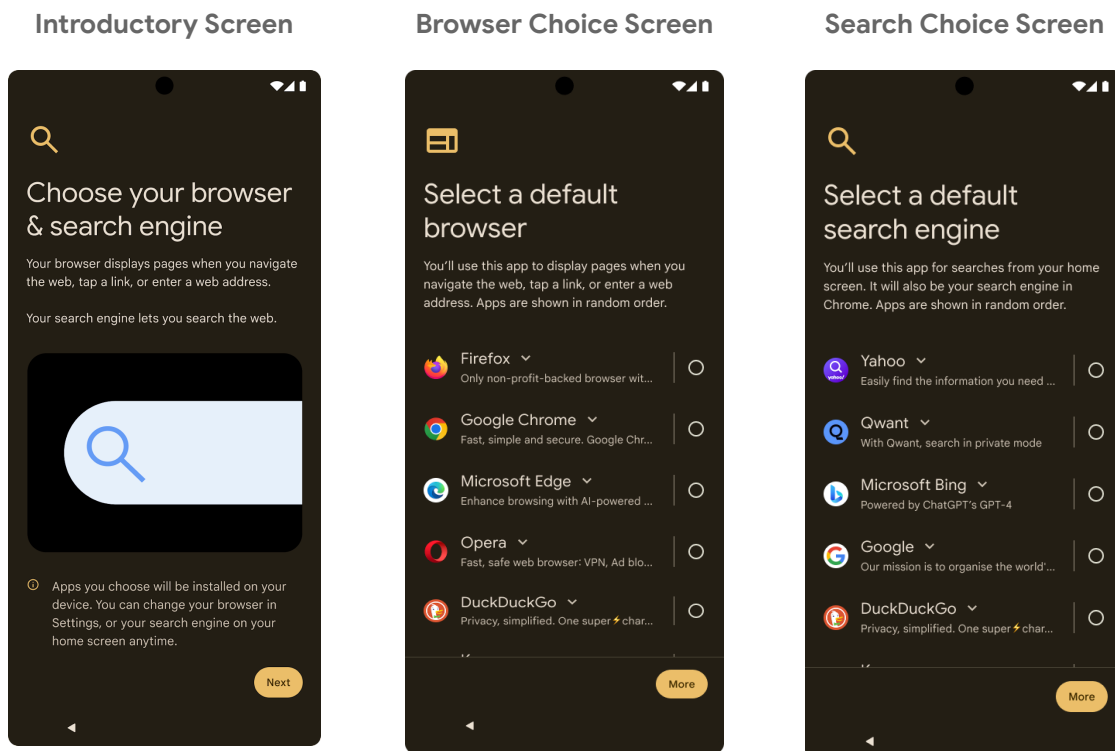
25. Google Android does not seek to override users’ default choices.

26. **Choice screens.** Google showed an OSE choice screen on Google Android devices (except for Pixel devices) prior to the DMA’s adoption. This choice screen sets the default OSE in Google Chrome and sets the quick search box widget on Google Android (except Pixel) devices. Google implemented this choice screen following the 2018 *Google Android* decision. Google has developed new choice screens in preparation for the DMA, as described below, which includes Pixel devices.

¹⁹⁴ OEMs might choose to preinstall apps in a manner that prevents users from disabling them.

B.2 DMA Compliance Changes

27. Google has made changes to its existing choice screen design and has introduced additional choice screens to implement Art. 6(3). These changes required extensive Google time and resources.
28. Following these changes, Google will show OS-level OSE and browser choice screens in the device setup wizard of Google Android devices. Users will be shown: (1) an introductory screen explaining the purpose of the choice screen and the consequences of the user's choice; (2) the browser choice screen; and (3) the OSE choice screen.



Devices on Which Choice Screens Will be Shown

29. Google will show OSE and browser choice screens on Google Android devices in the following circumstances, subject to Google's plans for rolling out choice screens (discussed below):
 - (a) **OSE choice screens.** Google will implement OSE choice screens on Google Android device models that preinstall Google Search and place the Google Search widget on the device's home screen.
 - (b) **Browser choice screens.** Google will implement the browser choice screen on devices that set Google Chrome as the default. Google estimates that practically all Google Android devices set Google Chrome as default except Samsung devices, where Samsung Internet browser is default.
30. When a user transfers their data from an old device (on which the user has already made a choice screen selection) to a new device, the user will be shown a new choice screen.

Choice Screen Design

31. Google designed its OSE and browser choice screens based on the existing choice screen model it shows users in the EU and made additional refinements to reflect industry feedback.
32. We will include in the OSE choice screen the main available eligible providers in each EU country. The providers will be listed in a random order.
33. We will include in the browser choice screen the main available eligible providers in each EU country. The providers will be listed in a random order.

Choice Screen Rollout

34. Google's choice screen rollout will cover both new and existing (legacy) Google Android devices, subject to the inherent limitations of Google Android's open source model under which Google relinquishes control of the OS to device manufacturers. In particular:
 - (a) **Pixel devices.** Google will roll out choice screens to new and existing Pixel devices in the EEA, which will start showing as of 6 March 2024. Once users install the relevant update, they will be shown a persistent notification until they make a selection from the choice screen.
 - (b) **Newly-approved third-party OEM device models.** Google has made an update containing the choice screens available to OEMs on 9 January 2024. As of 6 March 2024, all new Google Android device models approved by Google are required to contain the relevant update and the choice screens will show on such devices that set Google Search or Google Chrome as default. Users will see the choice screen on such devices when they set it up for the first time, during the setup wizard.
 - (c) **Already-approved third-party OEM device models.** Google does not control already-approved third-party OEM devices, which limits its ability to show OS-level choice screens on such devices. To address choice screens on already-approved third-party OEM device models, Google has made an update available to OEMs that includes the OS-level OSE and browser choice screens and Google has encouraged them to ship the choice screen update to their devices. Google will prompt users on devices that take the update to complete the choice screen.
35. For an interim period, device models that are implementing the choice screen may show choice screens based on a stratified randomisation approach. Those devices may include: Nothing A142; Sony Xperia 5 IV; TCL T509K; Xiaomi 11 Lite 5G NE; ZTE Nubia Flip 5; and Pixel.

Choice Screen Operation

36. Users selections from the choice screens will have the following consequences:
 - (a) **OSE choice screen.** The OSE choice screen will set the user's default OSE on Google Chrome (see *further* Google Chrome Chapter, Section XIII.B.2), the OSE in the search widget on the user's home screen, text search, and web search components of search tools that can search the web and on-device data. If the

selected OSE is not already on the device, it will be automatically downloaded from Google Play.

- (b) **Browser choice screen.** The browser choice screen will set the user's default browser on the device, covering both implicit web link intents and Custom Tabs API. If the selected browser is not already on the device it will be automatically downloaded from Google Play.

Applying to participate on Choice Screens

- 37. To participate in Google's choice screens, OSE and browser providers can apply via Google's website.
- 38. The initial deadline for applications was set for 19 January 2024. Because some potentially eligible developers may have missed the January 2024 application deadline, Google may conduct a one-off refresh around six months post 6 March 2024 to accommodate new participants that missed the initial application window. Thereafter the list of participants in the choice screens will be updated annually in March with a deadline for application of two months prior to the launch of the update.

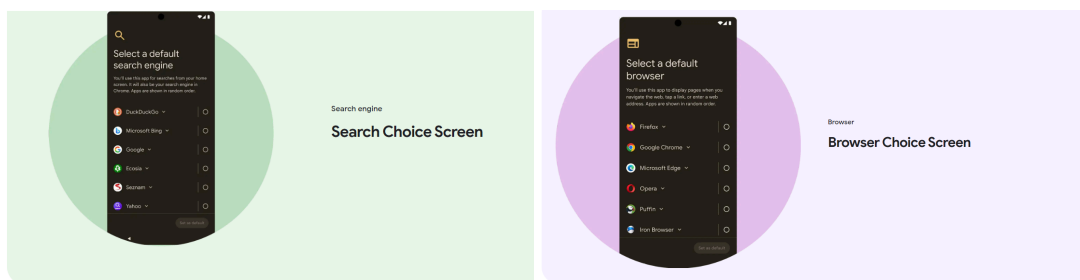
How can OSEs and browsers apply to appear in the Android choice screens?

OSEs and browsers that are interested in appearing in the Android choice screens can find more information on the eligibility criteria and how to apply at:

www.android.com/choicescreen/dma/

To request an application, OSEs and browsers should contact Google at:

choicescreen@google.com



B.3 List of Information (Section 2.1.2)

a) the relevant situation prior to the implementation of the measure and how the newly introduced measure ensures compliance with the obligations laid down in Articles 5 to 7 of Regulation (EU) 2022/1925;

39. See Sections XIII.B.1 and XIII.B.2 above.

b) when the measure was implemented;

40. See Section XIII.B.2 above.

c) the scope of the measure in terms of the products/services/devices covered;

41. Google Android will show choice screens for OSEs and browsers as described in Section XIII.B.2 above.

d) the geographic scope of the measure (e.g., if the implementation of the measure extends beyond the EEA, please specify);

42. Google will roll out choice screens to devices in the EEA.

e) any technical/engineering changes that were made in connection with the implementation of the measure concerned (e.g., on data flows and internal data usage policies, security aspects, tracking of new metrics, Application Programming Interfaces (APIs), operation system (OS) functionalities, parameters of ranking algorithms and methodologies used to rank, classify or make results more prominent, or parameters of online advertising auctions);

43. To implement OS-level choice screens on OEMs and Pixel devices, Google made technical changes to code containing the setup wizard of Google Android devices. It shipped this code to OEMs via the Google Mobile Services package of apps and services, which OEMs have to include on the system partition of newly approved Google Android device models. Google shipped this update to Pixel devices directly.

f) any changes to the customer experience made in connection with the implementation of the measure concerned (e.g., changes in the customer interface, choice screens, consent forms, warning messages, system updates, functionalities available, or customer journey to access functionalities);

44. As explained in Section XIII.B.2 above, Google Android end users will be shown the new choice screens on device setup.

g) any changes to (i) the remuneration flows in connection with the use of the Undertaking's core platform service (e.g. fee structure, level of the fees, revenue share for the relevant service(s), introduction of new fees, provisions and practices related to the business users' pricing policy, other remuneration flows between the Undertaking and the business users or end users, as

applicable) and (ii) the other terms and conditions provided to end users and business users (or individually negotiated agreements with business and/or end users), or where applicable, changes to existing terms and conditions, required by the implementation of the measure concerned (e.g. privacy policy, conditions for access and interoperability and any other relevant clauses);

45. To participate in Google’s choice screens, OSE and browser providers must comply with the eligibility requirements listed on Google’s DMA Choice Screen website¹⁹⁵ and must submit an application for participation to Google. The initial deadline for application was set for 19 January 2024. Because some potentially eligible developers may have missed the January 2024 application deadline, Google may conduct a one-off refresh around six months post 6 March 2024 to accommodate new participants that missed the initial application window. Thereafter the list of participants in the choice screens will be updated annually in March with a deadline for application of two months prior to the launch of the update.
46. Participation in Google’s choice screens will be free of charge.
47. Apps that qualify as both a browser and an OSE will be able to participate in both choice screens.

h) any other relevant changes made in connection with the implementation of the measure concerned not covered by points e) to g) above;

48. Not applicable.

i) any consultation with end users, business users and/or any interested parties that has been carried out in the context of (i) the elaboration of the measure and/or (ii) the implementation of the measure, and how the input of these consulted parties has been taken into account. Provide a list of end users, business users and/or any interested parties consulted in this context and a high level description of the topic of the consultation with those users/parties;

49. To design its DMA choice screens, Google drew on industry feedback gathered in the context of the choice screens it launched following the European Commission’s *Google Android* decision.
50. To further inform the designs of its DMA choice screens, Google:
- (a) Carried out user experience research, which included useability studies involving end users.
 - (b) Conducted a dedicated workshop with OSEs and browser developers on 19 October 2023 to discuss compliance measures and to provide an update on Google’s compliance with Art. 6(3) and discuss various topics including access points that choice screen selections affect, selection methodology, choice screen design and ranking, and the timing of choice screen roll-out.
 - (c) Carefully considered feedback and requests it received from individual OSEs and browsers.

¹⁹⁵ See [DMA Search Choice Screen](#).

j) any involvement of external consultants in the elaboration of the measure, including a description of the consultants' mission, whether they are independent from the Undertaking, a description of both their output and the methodology used to reach that output and, if applicable, an explanation of the reasons why the recommendations made by the external consultants were not followed;

51. Not applicable.

k) any alternative measures whose feasibility or implications has been assessed and the reasons for not choosing them and, in particular, where relevant (e.g., interoperability), the results of the evaluation of existing open standards and/or state of the art implementations and the reasons for not choosing them;

52. Google developed earlier prototypes for the OSE and browser choice screens that were similar in their core design and operation, but that Google developed further to reflect industry feedback.

l) any action taken to inform end users and/or business users of the measure, their feedback; and any changes to the measure implemented on the basis of this feedback;

53. On 19 December 2023, Google started to reach out directly to OSE and browser providers to invite them to request an application for participation in the DMA choice screens.

54. As explained below, in October 2023, Google held a dedicated workshop with certain business users (browsers and OSEs) on its choice screen designs. On 8 January 2024, Google published a Help Center article about the new DMA choice screens, which explains how potential participants could apply and set out the relevant eligibility criteria.¹⁹⁶

55. On 17 January 2024, Google published a blog post to users summarising various changes it is making under the DMA, including choice screens on Google Android devices.¹⁹⁷ Users, in addition, are being informed automatically about the choice screen by the prompts that the choice screens trigger on users' devices.

m) where applicable, the interaction with measures the Undertaking has implemented to ensure compliance with other obligations under Regulation (EU) 2022/1925;

56. Not applicable.

n) where applicable, all actions taken to protect integrity, security or privacy (e.g., data access, data retention policies) pursuant to the relevant provisions in Regulation (EU) 2022/1925 and why these measures are strictly necessary and justified and there are no less restrictive means to achieve these goals;

¹⁹⁶ See [DMA Choice Screen](#).

¹⁹⁷ See [An update on our preparations for the DMA](#).

57. Not applicable.

o) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;

58. [Confidential]

p) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;

59. Not applicable.

q) a set of indicators which allow or will allow based on their future evolution the assessment of whether the measures implemented by the Undertaking to ensure compliance are 'effective in achieving the objectives of this Regulation and of the relevant obligation', as required by Article 8 of Regulation (EU) 2022/1925, including an explanation why the Undertaking considers these indicators to be the most suitable;

60. Google is monitoring compliance with Art. 6(3) based on certain main indicators. These are not in themselves indicative of any possible non-compliance issue but serve to identify possible areas of further inquiry and may evolve over time.

r) any relevant data which can inform whether the measure is or will be effective in achieving the objectives of Regulation (EU) 2022/1925, such as, depending on the circumstances, data on the evolution of the number of active end users and active business users for the relevant core platform service and, for each relevant obligation, the interaction of end users with choice screens and consent forms, the amount of in-app purchases, the number of pre-installed defaults as well as yearly revenues from payments related to those pre-installed defaults, counts of end users who switch, counts of business users who obtain data access, etc. Provide an exact definition of the terms used and a detailed calculation explanation;

61. See Section XIII.B.3(q) above.

s) any internal systems and tools used to monitor the effectiveness of the measure and the output of such internal systems and tools;

62. [Confidential]

t) where applicable, when compliance requires granting third parties (e.g., business users), access to data, interfaces or other technical features of the service: describe the procedure for third parties to obtain such access (including how third parties will be informed of this possibility), the scope (including terms and conditions attached to the access), the format, and the frequency (e.g. real time) and any other relevant information (e.g. whether the shared data/interface or other

technical feature can be independently audited, data access policies, data retention policies and measures to enable secure data access).

63. Not applicable as Art. 6(3) does not require Google to grant third parties access to data, interfaces, or other technical features. It requires Google to admit the main available browsers and OSEs to the DMA choice screens. This process is described at Section XIII.B.2 above.

B.4 Google's Assessment of Compliance (Section 2.1.3)

64. Google maintains a compliance readiness programme designed to identify and address compliance risks, and ensure that Google's products and services are compliant with applicable regulations.

B.5 List of Reports to the Management Body (Section 2.1.4)

65. [Confidential]

B.6 Summary of Feedback from Business Users and End Users (Section 2.1.5)

66. Given the requirement to comply with Art. 6(3) does not apply until 6 March 2024, Google has not yet received feedback on its compliance with this article.

XIV. Art. 6(4)

A. Compliance Statement (Section 2.1.1)

67. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(4) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

68. Google Android already complied with Art. 6(4) prior to the DMA because it allows users to sideload third-party apps and app stores onto their device, and allows downloaded apps to prompt users to set the app as default. And it already did so prior to the DMA's adoption.

XV. Art. 6(5)

69. Art. 6(5) does not apply to Google Android because it only applies to "ranking" services, which are defined in Art. 2(22) and do not include OSs.

XVI. Art. 6(6)

A. Compliance Statement (Section 2.1.1)

70. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(6) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

71. Google Android already complied with Art. 6(6) prior to the DMA because it does not impose restrictions on the end users' ability to switch or multi-home across different services accessed via Google Android. Nor did it do so prior to the DMA's adoption.

XVII. Art. 6(7)

A. Compliance Statement (Section 2.1.1)

72. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(7) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

73. As explained in Section I above, the Google Android OS CPS covers the AOSP source code that Google has developed for smart mobile devices and that is implemented in accordance with the CDD. This code already complied with Art. 6(7) prior to the DMA's adoption given its open-source nature. As an open-source code, the Android AOSP is inherently fully interoperable for both first-party and third-party products. Google Android permits third-party app and hardware developers to access and interoperate with the OS in the same way as Google's first-party apps and hardware.
74. The Google Android OS CPS also includes in principle middleware, including Google Play Services, insofar as it contributes to controlling the basic functions of Google Android tablets and smartphones and to enabling software applications to run on them, thereby ensuring an effective functioning of Google Android. Google has not identified any middleware components that constitute a part of the Google Android OS CPS.
75. To enable developers to submit requests about Google Android interoperability, Google has launched a dedicated portal that they can access as detailed below.

How can developers submit requests about Android interoperability?

App and hardware developers can find out more information and submit requests about Android interoperability by going to Google's dedicated portal for DMA Android interoperability requests:

developer.android.com/dma-interop-request

XVIII. Art. 6(8)

76. Art. 6(8) does not apply to Google Android because it only applies to online advertising service CPSs.

XIX. Art. 6(9)

77. Art. 6(9) does not apply to Google Android because Google Android does not own any end user personal data.

XX. Art. 6(10)

A. Compliance Statement (Section 2.1.1)

78. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(10) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

79. Google Android already complied with Art. 6(10) prior to the DMA. Google describes its compliance with Art. 6(10) in more detail in the Art. 6(10) Chapter.

XXI. Art. 6(11)

80. Art. 6(11) does not apply to Google Android because it only applies to OSE CPSs.

XXII. Art. 6(12)

81. Art. 6(12) does not apply to Google Android because it only applies to app stores, OSE, and online social networking service CPSs.

XXIII. Art. 6(13)

A. Compliance Statement (Section 2.1.1)

82. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(13) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

83. Google Android already complied with Art. 6(13) prior to the DMA:

(a) **End users.** Google Android does not impose any conditions on users with regard to users' ability to terminate usage of Google Android. Users can simply stop using Google Android if they so wish.

(b) **Business users.** Google Android does not impose any conditions on the ability of business users to terminate their usage of Google Android. App developers do not contract with Google Android at all.

XXIV. Art. 7

84. Art. 7 does not apply to Google Android because it only applies to number-independent interpersonal communications service CPSs.

Non-confidential summary of Google Chrome Chapter

I. Introduction

1. Google Chrome is a web browser core platform service (**CPS**) as defined under Arts. 2(2)(g) and 2(11) DMA. It is a free-of-charge web browser based on the open-source project Chromium.¹⁹⁸ Google Chrome is available on desktop (Mac OS, Windows OS, Google Chrome OS, and Linux), and on Apple and Google Android smartphones and tablets.¹⁹⁹
2. To prepare for DMA obligations applicable to Google Chrome, Google has developed:
 - (a) New controls for cross-service exchanges of personal data (see Art. 5(2) Chapter),
 - (b) New Google-wide policy and compliance training, to unify pre-existing controls into a comprehensive Art. 6(2)-compliant programme (see Art. 6(2) Chapter),
 - (c) An online search engine (**OSE**) choice screen for Google Chrome (see Art. 6(3) below), and
 - (d) New functionality to enhance existing data portability opportunities (see Art. 6(9) Chapter).
3. As described below, Google Chrome already complied with Art. 5(4), Art. 5(5), Art. 5(6), Art. 5(7), Art. 5(8), Art. 6(2), Art. 6(6), Art. 6(10), and Art. 6(13) prior to the DMA's adoption. Art. 5(3), Art. 5(9), Art. 5(10), Art. 6(4), Art. 6(5), Art. 6(7), Art. 6(8), Art. 6(11), Art. 6(12), and Art. 7 do not apply to Google Chrome.

II. Business Users of Google Chrome (Section 2.2)

4. Google Chrome's business users are defined as commercial websites visited by users via the Google Chrome web browser. Google Chrome is free for business and end users. There is no meaningful metric to identify the "importance" of websites for Google Chrome because there is no commercial website that is more or less important to Google Chrome than any other.

III. Art. 5(2)

A. **Compliance Statement (Section 2.1.1)**

5. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(2) of Regulation (EU) 2022/1925.

B. **Description of Compliance (Section 2.1.2 - 2.1.5)**

6. See the Art. 5(2) Chapter that describes Google's compliance measures for Art. 5(2) with respect to all its designated CPSs.

¹⁹⁸ Alphabet Designation Decision, para. 176.

¹⁹⁹ Alphabet Designation Decision, para. 175.

IV. Art. 5(3)

7. Art. 5(3) does not apply to Google Chrome because it only applies to online intermediation service CPSs.

V. Art. 5(4)

A. Compliance Statement (Section 2.1.1)

8. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(4) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

9. Google Chrome already complied with Art. 5(4) prior to the DMA. It does not have any restrictions on how its business users communicate and promote offers to or conclude contracts with end users. Nor did it do so prior to the DMA's adoption.

VI. Art. 5(5)

A. Compliance Statement (Section 2.1.1)

10. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(5) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

11. Google Chrome's end users do not use business users' software applications in the context of their use of Google Chrome. In any event, Google Chrome already complied with Art. 5(5) prior to the DMA in that it does not limit end users' ability to access and use content, subscriptions, features or other items offered by business users, irrespective of where these items have been acquired. Nor did it do so prior to the DMA's adoption.

VII. Art. 5(6)

A. Compliance Statement (Section 2.1.1)

12. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(6) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

13. Google Chrome already complied with Art. 5(6) prior to the DMA. It does not have contracts with business users or end users that prevent them from raising issues of non-compliance with the law with any public authority, including national courts, related to any practice of Google.

14. Nonetheless, for the avoidance of doubt, Google issued a public statement on its website that it does not and will not interpret its existing contracts in a way that is contrary to Art. 5(6).²⁰⁰ A screenshot of this public statement is included below.

Digital Markets Act Raising Issues with Public Authorities

Google does not interpret any provisions, including confidentiality provisions, in its contracts or terms of service that are in scope of the Digital Markets Act, as preventing counterparties from raising any issue of non-compliance with the law or with any relevant public authority. This is without prejudice to the operation of lawful complaints-handling mechanisms that are laid down in agreements with business users, as defined by the Digital Markets Act.

VIII. Art. 5(7)

A. Compliance Statement (Section 2.1.1)

15. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(7) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

16. Google Chrome already complied with Art. 5(7) prior to the DMA. It does not require its end users or business users to use Google's identification service or payment service on business users' website when using Google Chrome. Nor did it do so prior to the DMA's adoption. Google Chrome does not require end users or business users to interoperate with a given web rendering engine.

IX. Art. 5(8)

A. Compliance Statement (Section 2.1.1)

17. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(8) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

18. Google Chrome already complied with Art. 5(8) prior to the DMA. It does not require end users or business users to register or subscribe with any other Google CPSs. Nor did it require such registration or subscription prior to the DMA's adoption.

X. Art. 5(9)

19. Art. 5(9) does not apply to Google Chrome because it only applies to online advertising service CPSs.

²⁰⁰ See [Data Protection Law Compliance - Business Data Responsibility](#).

XI. Art. 5(10)

20. Art. 5(10) does not apply to Google Chrome because it only applies to online advertising service CPSs.

XII. Art. 6(2)

A. Compliance Statement (Section 2.1.1)

21. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(2) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

22. See the Art. 6(2) Chapter that describes Google's compliance measures for Art. 6(2) with respect to all its designated CPSs.

XIII. Art. 6(3)

A. Compliance Statement (Section 2.1.1)

23. Google confirms that as of 6 March 2024 it will ensure compliance with the obligation laid down in Art. 6(3) of Regulation (EU) 2022/1925 as set out in Section XIII.B.2 below.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

B.1 Status Prior to DMA Implementation

24. **Uninstallation of apps.** The uninstallation obligation of Art. 6(3) does not apply to Google Chrome because it applies to designated operating system (OS) CPSs.

25. **Easily switchable defaults.** Google Chrome already enabled easy default switching prior to the DMA's adoption, as Art. 6(3) now requires. In particular, end users can switch the default OSE in Google Chrome at any time in three simple steps via the Google Chrome settings menu. Google Chrome does not seek to override users' default choices.

26. **Choice screens.** Google showed an OSE choice screen on Google Android devices (except for Pixel devices) prior to the DMA's adoption. That choice screen sets the default OSE in Google Chrome on Google Android (except Pixel) devices. Google implemented this choice screen following the 2018 *Google Android* decision. In preparation for the DMA, Google has developed choice screens affecting the default OSE in Google Chrome on additional platforms (e.g., iOS/iPadOS, MacOS, Windows, Google Chrome OS, and Linux), as described below.

B.2 DMA Compliance Changes

27. Google has made changes to its existing choice screen design and has introduced additional choice screens to implement Art. 6(3). These changes required extensive Google time and resources.

28. Following these changes, Google will show a browser-level OSE choice screen when the user first opens Google Chrome after installation or updating to the version that includes the choice screen.

Devices on Which Choice Screens Will be Shown

29. **Google Android devices.** Users will be prompted in a single choice moment to select the default OSE for both defaults at the OS-level (*i.e.*, Google Android) and the browser-level (*i.e.*, Google Chrome) on Google Android devices that preinstall Google Search and place the Google Search widget on the device's home screen. See the Google Android Chapter that further describes Google's compliance measures for Art. 6(3) with respect to OSE choice screens on Google Android devices.
30. **Non-Google Android devices.** On non-Google Android devices, Google will show an OSE choice screen when Google Search is set as default, in the "first-run experience" in Google Chrome when the user first opens Google Chrome after installation or updating to the version that includes the choice screen. These choice screens will be shown on all the user's eligible current and new devices on the following platforms:
- (a) iOS/iPadOS
 - (b) MacOS
 - (c) Windows
 - (d) Google Chrome OS
 - (e) Linux.

iOS

Choice Screen Design And Rollout

31. Google researched, developed and tested a choice screen solution in alignment with the requirements of Art. 6(3) through extensive engagement with industry and the European Commission over the last year. In response to recent feedback from the European Commission, Google has agreed to build and test a new solution. Google's original plans, and updated plans, are detailed below.
32. Google originally developed a choice screen design that followed the European Commission's precedent in the *Microsoft* case, with stratified randomisation of OSEs.²⁰¹

²⁰¹ The Commission in *Microsoft* explained that: "Displaying five web browsers in a prominent manner, and seven more when the user scrolls sideways, strikes an appropriate balance between the need to have a workable choice screen that users are likely to make use of and making the choice screen as accessible as possible to web browser vendors." See Case AT.39530 *Microsoft (tying)*, Commission decision of 6 March 2013.

33. The stratified randomisation approach received support from a number of industry players, and satisfied the DMA's obligation to show the "main available" providers. Google discussed this approach with the European Commission over 2023 and early 2024.
34. In reaction to recent feedback from the European Commission, however, Google will adjust the design of the choice screen to show a fully randomised list of OSEs.
35. Moving from a stratified randomisation approach to a fully randomised approach requires significant engineering changes for Google Chrome. Google will need time to implement these engineering changes. As a result, the roll-out of OSE choice screens on Google Chrome for non-Google Android platforms is therefore postponed. For Google Android, Google satisfies its obligation to show OSE choice screens in Google Chrome through a choice moment at the OS-level, as described in the Google Android Chapter.
36. The process to apply to participate in the choice screens is set out in the Android Chapter.

Choice Screen Operation

37. The user's selection from the Google Chrome choice screen will set the user's default OSE on Google Chrome, including for the dual-purpose address bar/search engine bar (the "omnibox"), the search box on the new tab page, reverse image search queries, any side panel search solution using Google's published APIs, and other Google Chrome default search access points on the device.

B.3 List of Information (Section 2.1.2)

a) the relevant situation prior to the implementation of the measure and how the newly introduced measure ensures compliance with the obligations laid down in Articles 5 to 7 of Regulation (EU) 2022/1925;

38. See Sections XIII.B.1 and XIII.B.2 above.

b) when the measure was implemented;

39. See Section XIII.B.2 above for the rollout of the OSE choice screen.

c) the scope of the measure in terms of the products/services/devices covered;

40. Google will show OSE choice screens for Google Chrome as described in Section XIII.B.2 above.

d) the geographic scope of the measure (e.g., if the implementation of the measure extends beyond the EEA, please specify);

41. Google will make available the OSE choice screen to end users of Google Chrome in the EEA.

e) any technical/engineering changes that were made in connection with the implementation of the measure concerned (e.g., on data flows and internal data usage policies, security aspects, tracking of new metrics, Application Programming Interfaces (APIs), operation system (OS) functionalities, parameters of ranking algorithms and methodologies used to rank, classify or make results more prominent, or parameters of online advertising auctions);

42. To implement the browser-level OSE choice screen, Google is making technical changes to the Google Chrome code and will distribute this new version of Google Chrome for download via the Apple's App Store and the Google Chrome website.

f) any changes to the customer experience made in connection with the implementation of the measure concerned (e.g., changes in the customer interface, choice screens, consent forms, warning messages, system updates, functionalities available, or customer journey to access functionalities);

43. As explained in Section XIII.B.2 above, Google Chrome's end users will see a browser-level choice screen to select the default OSE on both Google Android and non-Google Android devices.

g) any changes to (i) the remuneration flows in connection with the use of the Undertaking's core platform service (e.g. fee structure, level of the fees, revenue share for the relevant service(s), introduction of new fees, provisions and practices related to the business users' pricing policy, other remuneration flows between the Undertaking and the business users or end users, as applicable) and (ii) the other terms and conditions provided to end users and business users (or individually negotiated agreements with business and/or end users), or where applicable, changes to existing terms and conditions, required by the implementation of the measure concerned (e.g. privacy policy, conditions for access and interoperability and any other relevant clauses);

44. To participate in the Google Chrome choice screen, OSE providers must comply with the eligibility requirements, which are listed on Google's DMA Choice Screen website²⁰², and must submit an application for participation to Google. The initial deadline for application was set for 19 January 2024. Because some potentially eligible developers may have missed the January 2024 application deadline, Google may conduct a one-off refresh around six months post 6 March 2024 to accommodate new participants since the initial application window. Thereafter, the list of participants in the choice screen will be updated annually in March with a deadline for application of two months prior to the launch of the update.

45. Participation in the Google Chrome choice screen will be free of charge.

h) any other relevant changes made in connection with the implementation of the measure concerned not covered by points e) to g) above;

46. Not applicable.

²⁰² See [DMA Search Choice Screen](#).

i) any consultation with end users, business users and/or any interested parties that has been carried out in the context of (i) the elaboration of the measure and/or (ii) the implementation of the measure, and how the input of these consulted parties has been taken into account. Provide a list of end users, business users and/or any interested parties consulted in this context and a high level description of the topic of the consultation with those users/parties;

47. See the Google Android Chapter, Section XIII.B.3(i). Google assessed the design and implementation of choice screens for both Google Android and Google Chrome together.

j) any involvement of external consultants in the elaboration of the measure, including a description of the consultants' mission, whether they are independent from the Undertaking, a description of both their output and the methodology used to reach that output and, if applicable, an explanation of the reasons why the recommendations made by the external consultants were not followed;

48. Not applicable.

k) any alternative measures whose feasibility or implications has been assessed and the reasons for not choosing them and, in particular, where relevant (e.g., interoperability), the results of the evaluation of existing open standards and/or state of the art implementations and the reasons for not choosing them;

49. See Section XIII.B.2 above on its original OSE choice screen design and changes that it made to accommodate feedback.

l) any action taken to inform end users and/or business users of the measure, their feedback; and any changes to the measure implemented on the basis of this feedback;

50. See the Google Android Chapter, Section XIII.B.3(l). In addition, on 8 January 2024, Google published a Help Center article²⁰³ for the Google Chrome choice screen (which cross-refers to a Google Android help center article²⁰⁴). Google has also updated a number of existing help pages to reflect changes as a result of the Chrome choice screen: Reset Chrome settings to default²⁰⁵; Search the web on Chrome²⁰⁶; Manage Chrome Side panel²⁰⁷; Manage suggested articles²⁰⁸; and Chrome Enterprise and Education release notes²⁰⁹.

²⁰³ See [Google Chrome – Digital Markets Act Article 6\(3\) Choice Screen Process](#).

²⁰⁴ See [DMA Choice Screen](#).

²⁰⁵ See [Reset Chrome settings to default](#).

²⁰⁶ See [Search the web on Chrome](#).

²⁰⁷ See [Manage Chrome Side panel](#).

²⁰⁸ See [Manage suggested articles](#).

²⁰⁹ See [Chrome Enterprise and Education release notes](#).

m) where applicable, the interaction with measures the Undertaking has implemented to ensure compliance with other obligations under Regulation (EU) 2022/1925;

51. Not applicable.

n) where applicable, all actions taken to protect integrity, security or privacy (e.g., data access, data retention policies) pursuant to the relevant provisions in Regulation (EU) 2022/1925 and why these measures are strictly necessary and justified and there are no less restrictive means to achieve these goals;

52. Not applicable.

o) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;

53. [Confidential]

p) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;

54. Not applicable.

q) a set of indicators which allow or will allow based on their future evolution the assessment of whether the measures implemented by the Undertaking to ensure compliance are 'effective in achieving the objectives of this Regulation and of the relevant obligation', as required by Article 8 of Regulation (EU) 2022/1925, including an explanation why the Undertaking considers these indicators to be the most suitable;

55. Google is monitoring compliance with Art. 6(3) based on certain main indicators. These are not in themselves indicative of any possible non-compliance issue but serve to identify possible areas of further inquiry and may evolve over time.

r) any relevant data which can inform whether the measure is or will be effective in achieving the objectives of Regulation (EU) 2022/1925, such as, depending on the circumstances, data on the evolution of the number of active end users and active business users for the relevant core platform service and, for each relevant obligation, the interaction of end users with choice screens and consent forms, the amount of in-app purchases, the number of pre-installed defaults as well as yearly revenues from payments related to those pre-installed defaults, counts of end users who switch, counts of business users who obtain data access, etc. Provide an exact definition of the terms used and a detailed calculation explanation;

56. See Section XIII.B.3(q) above.

s) any internal systems and tools used to monitor the effectiveness of the measure and the output of such internal systems and tools;

57. [Confidential]

t) where applicable, when compliance requires granting third parties (e.g., business users), access to data, interfaces or other technical features of the service: describe the procedure for third parties to obtain such access (including how third parties will be informed of this possibility), the scope (including terms and conditions attached to the access), the format, and the frequency (e.g. real time) and any other relevant information (e.g. whether the shared data/interface or other technical feature can be independently audited, data access policies, data retention policies and measures to enable secure data access).

58. Not applicable as Art. 6(3) does not require Google to grant third parties access to data, interfaces, or other technical features. It requires Google to admit the main available OSEs to the Google Chrome DMA choice screen. This process is described in Section XIII.B.2 of the Google Android Chapter.

B.4 Google's Assessment of Compliance (Section 2.1.3)

59. Google maintains a compliance readiness programme designed to identify and address compliance risks, and ensure that Google's products and services are compliant with applicable regulations.

B.5 List of Reports to the Management Body (Section 2.1.4)

60. [Confidential]

B.6 Summary of Feedback from Business Users and End Users (Section 2.1.5)

61. Given the requirement to comply with Art. 6(3) does not apply until 6 March 2024, Google has not yet received feedback on its compliance with this article.

XIV. Art. 6(4)

62. Art. 6(4) does not apply to Google Chrome because it only applies to OS CPSs.

XV. Art. 6(5)

63. Art. 6(5) does not apply to Google Chrome because it only applies to "ranking" services, which are defined in Art. 2(22) and do not include web browsers.

XVI. Art. 6(6)

A. Compliance Statement (Section 2.1.1)

64. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(6) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

65. Google Chrome already complied with Art. 6(6) prior to the DMA because it does not impose restrictions on end users' ability to switch between, or subscribe to, different software applications or services accessed using Google Chrome.

XVII. Art. 6(7)

66. Art. 6(7) does not apply to Google Chrome because it only applies to OS and virtual assistant CPSs.

XVIII. Art. 6(8)

67. Art. 6(8) does not apply to Google Chrome, a web browser, because it only applies to online advertising service CPSs.

XIX. Art. 6(9)

A. Compliance Statement (Section 2.1.1)

68. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(9) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

69. See the Art. 6(9) Chapter that describes Google's compliance measures for Art. 6(9) with respect to all its designated CPSs.

XX. Art. 6(10)

A. Compliance Statement (Section 2.1.1)

70. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(10) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

71. Google Chrome already complied with Art. 6(10) prior to the DMA. Google describes its compliance with Art. 6(10) in more detail in the Art. 6(10) Chapter.

XXI. Art. 6(11)

72. Art. 6(11) does not apply to Google Chrome because it only applies to OSE CPSs.

XXII. Art. 6(12)

73. Art. 6(12) does not apply to Google Chrome because it only applies to software app store, OSE, and online social networking service CPSs.

XXIII. Art. 6(13)

A. Compliance Statement (Section 2.1.1)

74. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(13) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

75. Google Chrome already complied with Art. 6(13) prior to the DMA:

(a) **End users.** Google Chrome does not impose any conditions on users with regard to users' ability to terminate usage of Google Chrome. Users can simply stop using Google Chrome if they wish.

(b) **Business users.** Google Chrome does not impose any conditions on the ability of Google Chrome's business users, commercial websites, to be accessible, or not, on Google Chrome or to terminate their usage of Google Chrome. No contract or terms of service are required between Google Chrome and business users for commercial websites to be accessed by end users via the Google Chrome web browser.

XXIV. Art. 7

76. Art. 7 does not apply to Google Chrome because it only applies to number-independent interpersonal communications service CPSs.

Non-confidential summary of Google Maps Chapter

I. Introduction

1. Google Maps has been designated as an online intermediation service (**OIS**) core platform service (**CPS**) as defined under Art. 2(5) DMA that cross-refers to Art. 2(2) of Regulation (EU) 2019/1150. According to the Alphabet Designation Decision, Google Maps is an OIS because it facilitates the initiation of direct transactions between businesses and consumers based on a contractual relationship with the businesses.²¹⁰
2. To prepare for DMA obligations applicable to Google Maps, Google has developed:
 - (a) New controls for cross-service exchanges of personal data (see Art. 5(2) Chapter),
 - (b) New processes and policies to ensure Google's contracts with Google Maps' business users do not restrict those business users' ability to offer their products or services to end users through their own direct online sales channels or at different prices or conditions to those offered through Google Maps (see Art. 5(3) below),
 - (c) New Google-wide policy and compliance training, to unify pre-existing controls into a comprehensive Art. 6(2)-compliant programme (see Art. 6(2) Chapter), and
 - (d) New functionality to enhance existing data portability opportunities (see Art. 6(9) Chapter).
3. As described in more detail below, Google Maps already complied with Art. 5(4), Art. 5(5), Art. 5(6), Art. 5(7), Art. 5(8), Art. 6(2), Art. 6(5), Art. 6(6), Art. 6(10), and Art. 6(13) prior to the DMA's adoption. And Art. 5(9), Art. 5(10), Art. 6(3), Art. 6(4), Art. 6(7), Art. 6(8), Art. 6(11), Art. 6(12), and Art. 7 do not apply to Google Maps.

II. Business Users of Google Maps (Section 2.2)

4. [Confidential]

III. Art. 5(2)

A. Compliance Statement (Section 2.1.1)

5. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(2) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

6. See the Art. 5(2) Chapter that describes Google's compliance measures for Art. 5(2) with respect to all its designated CPSs.

²¹⁰ Alphabet Designation Decision, para. 75.

IV. Art. 5(3)

A. Compliance Statement (Section 2.1.1)

7. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(3) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

B.1 Status Prior to DMA Implementation

8. Already prior to the DMA, Google had launched a review of its EMEA contract templates to remove terms that might prevent business users from offering products at prices or conditions that are different from those offered through the online intermediation services of the gatekeeper. To ensure compliance with Art. 5(3), Google undertook a more systematic review of potentially relevant contracts, as described under Section IV.B.2 below.

B.2 DMA Compliance Changes

9. Google's more systematic Art. 5(3) review process included several steps. Google first searched its internal repositories, systems and tools where contract templates are stored to create a list of relevant templates. Google's legal team then reviewed relevant templates. Based on the template review process, Google identified active contracts that may have required remediation. For such contracts, Google sent waivers in February 2024.

B.3 List of Information (Section 2.1.2)

a) the relevant situation prior to the implementation of the measure and how the newly introduced measure ensures compliance with the obligations laid down in Articles 5 to 7 of Regulation (EU) 2022/1925;

10. See Section IV.B.1 above.

b) when the measure was implemented;

11. See Section IV.B.1 and Section IV.B.2 above.

c) the scope of the measure in terms of the products/services/devices covered;

12. The measures described in Section IV.B.2 above cover relevant Google Maps contracts.

d) the geographic scope of the measure (e.g., if the implementation of the measure extends beyond the EEA, please specify);

13. The measures described in Section IV.B.2 above cover the EEA.

e) any technical/engineering changes that were made in connection with the implementation of the measure concerned (e.g., on data flows and internal data usage policies, security

aspects, tracking of new metrics, Application Programming Interfaces (APIs), operation system (OS) functionalities, parameters of ranking algorithms and methodologies used to rank, classify or make results more prominent, or parameters of online advertising auctions);

14. No technical/engineering changes were required to implement the measures described in Section IV.B.2 above.

f) any changes to the customer experience made in connection with the implementation of the measure concerned (e.g., changes in the customer interface, choice screens, consent forms, warning messages, system updates, functionalities available, or customer journey to access functionalities); extends beyond the EEA, please specify);

15. No changes to the customer experience were required to implement the measures described in Section IV.B.2 above.

g) any changes to (i) the remuneration flows in connection with the use of the Undertaking's core platform service (e.g. fee structure, level of the fees, revenue share for the relevant service(s), introduction of new fees, provisions and practices related to the business users' pricing policy, other remuneration flows between the Undertaking and the business users or end users, as applicable) and (ii) the other terms and conditions provided to end users and business users (or individually negotiated agreements with business and/or end users), or where applicable, changes to existing terms and conditions, required by the implementation of the measure concerned (e.g. privacy policy, conditions for access and interoperability and any other relevant clauses);

16. No changes to the remuneration flows in connection with the use of Google Maps were required to implement these measures.

h) any other relevant changes made in connection with the implementation of the measure concerned not covered by points e) to g) above;

17. Not applicable.

i) any consultation with end users, business users and/or any interested parties that has been carried out in the context of (i) the elaboration of the measure and/or (ii) the implementation of the measure, and how the input of these consulted parties has been taken into account. Provide a list of end users, business users and/or any interested parties consulted in this context and a high level description of the topic of the consultation with those users/parties;

18. Not applicable.

j) any involvement of external consultants in the elaboration of the measure, including a description of the consultants' mission, whether they are independent from the Undertaking, a description of both their output and the methodology used to reach that output and, if applicable, an explanation of the reasons why the recommendations made by the external consultants were not followed;

19. Not applicable.

k) any alternative measures whose feasibility or implications has been assessed and the reasons for not choosing them and, in particular, where relevant (e.g., interoperability), the results of the evaluation of existing open standards and/or state of the art implementations and the reasons for not choosing them;

20. Not applicable.

l) any action taken to inform end users and/or business users of the measure, their feedback; and any changes to the measure implemented on the basis of this feedback;

21. As explained above, Google identified relevant contracts that may have required remediation. For such contracts, Google sent waivers in February 2024.

m) where applicable, the interaction with measures the Undertaking has implemented to ensure compliance with other obligations under Regulation (EU) 2022/1925;

22. Not applicable.

n) where applicable, all actions taken to protect integrity, security or privacy (e.g., data access, data retention policies) pursuant to the relevant provisions in Regulation (EU) 2022/1925 and why these measures are strictly necessary and justified and there are no less restrictive means to achieve these goals;

23. Not applicable.

o) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;

24. Not applicable.

p) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;

25. Not applicable.

q) a set of indicators which allow or will allow based on their future evolution the assessment of whether the measures implemented by the Undertaking to ensure compliance are 'effective in achieving the objectives of this Regulation and of the relevant obligation', as required by Article 8 of Regulation (EU) 2022/1925, including an explanation why the Undertaking considers these indicators to be the most suitable;

26. Not applicable.

r) any relevant data which can inform whether the measure is or will be effective in achieving the objectives of Regulation (EU) 2022/1925, such as, depending on the circumstances, data on the evolution of the number of active end users and active business users for the relevant core platform service and, for each relevant obligation, the interaction of end users with choice screens and consent forms, the amount of in-app purchases, the number of pre-installed defaults as well as yearly revenues from payments related to those pre-installed defaults, counts of end users who switch, counts of business users who obtain data access, etc. Provide an exact definition of the terms used and a detailed calculation explanation;

27. Not applicable.

s) any internal systems and tools used to monitor the effectiveness of the measure and the output of such internal systems and tools;

28. Not applicable.

t) where applicable, when compliance requires granting third parties (e.g., business users), access to data, interfaces or other technical features of the service: describe the procedure for third parties to obtain such access (including how third parties will be informed of this possibility), the scope (including terms and conditions attached to the access), the format, and the frequency (e.g. real time) and any other relevant information (e.g. whether the shared data/interface or other technical feature can be independently audited, data access policies, data retention policies and measures to enable secure data access).

29. Not applicable.

B.4 Google's Assessment of Compliance (Section 2.1.3)

30. Google maintains a compliance readiness programme designed to identify and address compliance risks, and ensure that Google's products and services are compliant with applicable regulations.

B.5 List of Reports to the Management Body (Section 2.1.4)

31. [Confidential]

B.6 Summary of Feedback from Business Users and End Users (Section 2.1.5)

32. Given the requirement to comply with Art. 5(3) does not apply until 6 March 2024, Google has not yet received feedback on its compliance with this article.

V. Art. 5(4)

A. Compliance Statement (Section 2.1.1)

33. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(4) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

34. Google Maps already complied with Art. 5(4) prior to the DMA. It does not have any restrictions on how its business users communicate and promote offers to or conclude contracts with end users outside Google Maps. Nor did it have any such restrictions prior to the DMA's adoption.

VI. Art. 5(5)

A. Compliance Statement (Section 2.1.1)

35. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(5) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

36. Google Maps already complied with Art. 5(5) prior to the DMA. It does not limit end users' ability to access and use content, subscriptions, features or other items offered by business users, irrespective of where these items have been acquired. Nor did it do so prior to the DMA's adoption.
37. In any event, Google Maps' end users do not use business users' software applications in the context of their use of Google Maps.

VII. Art. 5(6)

A. Compliance Statement (Section 2.1.1)

38. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(6) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

39. Google Maps already complied with Art. 5(6) because it does not have terms in its contracts with business users or end users that prevent them from raising issues of non-compliance with the law with any public authority, including national courts, related to any practice of Google.
40. Nonetheless, for the avoidance of doubt, Google issued a public statement on its website that it does not and will not interpret its existing contracts in a way that is contrary to Art. 5(6).²¹¹ A screenshot of this public statement is included below.

Digital Markets Act
Raising Issues with
Public Authorities

Google does not interpret any provisions, including confidentiality provisions, in its contracts or terms of service that are in scope of the Digital Markets Act, as preventing counterparties from raising any issue of non-compliance with the law or with any relevant public authority. This is without prejudice to the operation of lawful complaints-handling mechanisms that are laid down in agreements with business users, as defined by the Digital Markets Act.

²¹¹ See [Data Protection Law Compliance - Business Data Responsibility](#).

VIII. Art. 5(7)

A. Compliance Statement (Section 2.1.1)

41. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(7) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

42. Google Maps already complied with Art. 5(7) prior to the DMA. It does not require its end users or business users to exclusively use Google's identification service, payment service, or web browser engine on the business users' website. Nor did it do so prior to the DMA's adoption.

IX. Art. 5(8)

A. Compliance Statement (Section 2.1.1)

43. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(8) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

44. Google Maps already complied with Art. 5(8). It does not require end users or business users to register or subscribe with any other Google CPSs. Nor did Google require such registration or subscription prior to the DMA's adoption.

X. Art. 5(9)

45. Art. 5(9) does not apply to Google Maps because it only applies to online advertising service CPSs.

XI. Art. 5(10)

46. Art. 5(10) does not apply to Google Maps because it only applies to online advertising service CPSs.

XII. Art. 6(2)

A. Compliance Statement (Section 2.1.1)

47. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(2) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

48. See the Art. 6(2) Chapter that describes Google's compliance measures for Art. 6(2) with respect to all its designated CPSs.

XIII. Art. 6(3)

49. Art. 6(3) does not apply to Google Maps because it only applies to operating system, web browser, and virtual assistant CPSs.

XIV. Art. 6(4)

50. Art. 6(4) does not apply to Google Maps because it only applies to operating system CPSs.

XV. Art. 6(5)

A. **Compliance Statement (Section 2.1.1)**

51. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(5) of Regulation (EU) 2022/1925.

B. **Description of Compliance (Section 2.1.2 - 2.1.5)**

52. Google Maps already complied with Art. 6(5) prior to the DMA. It ranks all local businesses in the same way, and it did so prior to the DMA's adoption. In any case, Google does not have first-party local businesses that appear on Google Maps in the EU.

XVI. Art. 6(6)

A. **Compliance Statement (Section 2.1.1)**

53. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(6) of Regulation (EU) 2022/1925.

B. **Description of Compliance (Section 2.1.2 - 2.1.5)**

54. Google Maps already complied with Art. 6(6) prior to the DMA. It does not impose any restrictions on the end users' ability to switch or multi-home across different services accessed through Google Maps. Google Maps does not impose any limitations on the services and digital content that end users can access and use on the website of any business user. Nor did it do so prior to the DMA's adoption.

XVII. Art. 6(7)

55. Art. 6(7) does not apply to Google Maps because it only applies to operating system and virtual assistant CPSs.

XVIII. Art. 6(8)

56. Art. 6(8) does not apply to Google Maps because it only applies to online advertising service CPSs.

XIX. Art. 6(9)

A. Compliance Statement (Section 2.1.1)

57. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(9) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

58. See the Art. 6(9) Chapter that describes Google's compliance measures for Art. 6(9) with respect to all its designated CPSs.

XX. Art. 6(10)

A. Compliance Statement (Section 2.1.1)

59. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(10) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

60. Google Maps already complied with Art. 6(10) prior to the DMA. Google describes its compliance with Art. 6(10) in more detail in the Art. 6(10) Chapter.

XXI. Art. 6(11)

61. Art. 6(11) does not apply to Google Maps because it only applies to online search engine CPSs.

XXII. Art. 6(12)

62. Art. 6(12) does not apply to Google Maps because it only applies to software application store, online search engine, and online social networking service CPSs.

XXIII. Art. 6(13)

A. Compliance Statement (Section 2.1.1)

63. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(13) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

64. Google Maps already complied with Art. 6(13) prior to the DMA:

(a) **End users.** End users can terminate the provision of the Google Maps service at any time without any conditions.

(b) **Business users.** Google Maps business users may provide data through Business Profile that Google may use on Google Maps. Business users are free to terminate their provision at any time, without any conditions and at no cost.

XXIV. Art. 7

65. Art. 7 does not apply to Google Maps because it only applies to number-independent interpersonal communications service CPSs.

Non-confidential summary of Google Play Chapter

I. Introduction

1. Google Play is an online intermediation service (**OIS**) core platform service (**CPS**) as defined under Art. 2(5) DMA, and more specifically a software application store as defined under Art. 2(14).²¹² As an OIS, Google Play intermediates transactions between Google Play's business users and end users.
2. Consistent with Google's broader commitment to open ecosystems, Google Play has consistently offered flexibility and choice for business users and end users. As a result, Google Play was largely compliant with the DMA prior to its implementation.
3. To prepare for DMA obligations applicable to Google Play, Google has developed:
 - (a) New controls for cross-service exchanges of personal data (see Art. 5(2) Chapter),
 - (b) New processes and policies to ensure its contracts with Google Play's business users do not restrict those business users' ability to offer their products or services to end users through their own direct online sales channels or at different prices or conditions to those offered through Google Play (see Art. 5(3) below),
 - (c) New policies enabling in-app linkouts as an additional means for developers to communicate and promote offers to end users, and to conclude contracts (see Art. 5(4) Chapter),
 - (d) Policies extending the scope of its User Choice Billing program and EEA program, so that all developers offering apps to users located in the EEA can choose to complete transactions without using Google Play's billing system (see Art. 5(7) Chapter),
 - (e) New Google-wide policy and compliance training, to unify pre-existing controls into a comprehensive Art. 6(2)-compliant programme (see Art. 6(2) Chapter),
 - (f) New functionality to enhance existing data portability opportunities (see Art. 6(9) Chapter), and
 - (g) Publications of EEA general conditions of access for developers offering apps to users in the EEA. These EEA general conditions incorporate an Alternative Dispute Settlement Mechanism (**ADSM**) based on independent mediation (see Art. 6(12) below).
4. As described below, Google Play already complied with Art. 5(5), Art. 5(6), Art. 5(8), Art. 6(2), Art. 6(5), Art. 6(6), Art. 6(10) and Art. 6(13) prior to the DMA's adoption. Art. 5(9), Art. 5(10), Art. 6(3), Art. 6(4), Art. 6(7), Art. 6(8), Art. 6(11), and Art. 7 do not apply to Google Play.

II. Business Users of Google Play (Section 2.2)

5. [Confidential]

²¹² Alphabet Designation Decision, para. 60.

III. Art. 5(2)

A. Compliance Statement (Section 2.1.1)

6. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(2) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

7. See the Art. 5(2) Chapter that describes Google's compliance measures for Art. 5(2) with respect to all its designated CPSs.

IV. Art. 5(3)

A. Compliance Statement (Section 2.1.1)

8. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(3) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

B.1 Status Prior to DMA Implementation

9. Already prior to the DMA, Google had launched a review of its EMEA contract templates to remove terms that might prevent business users from offering products at prices or conditions that are different from those offered through the online intermediation services of the gatekeeper. To ensure compliance with Art. 5(3), Google undertook a more systematic review process as described under Section IV.B.2 below.

B.2 DMA Compliance Changes

10. Google's more systematic Art. 5(3) review process included several steps. Google first searched its internal repositories, systems and tools where contract templates are stored to create a list of relevant templates. Google's legal team then reviewed relevant templates. Based on the template review process, Google identified active contracts that may have required remediation. For such contracts, Google sent waivers in January 2024.

B.3 List of Information (Section 2.1.2)

a) the relevant situation prior to the implementation of the measure and how the newly introduced measure ensures compliance with the obligations laid down in Articles 5 to 7 of Regulation (EU) 2022/1925;

11. See Section IV.B.1 above.

b) when the measure was implemented;

12. See Section IV.B.1 and Section IV.B.2 above.

c) the scope of the measure in terms of the products/services/devices covered;

13. The measures described in Section IV.B.2 above cover relevant Google Play contracts.

d) the geographic scope of the measure (e.g., if the implementation of the measure extends beyond the EEA, please specify);

14. The measures described in Section IV.B.2 above cover the EEA.

e) any technical/engineering changes that were made in connection with the implementation of the measure concerned (e.g., on data flows and internal data usage policies, security aspects, tracking of new metrics, Application Programming Interfaces (APIs), operation system (OS) functionalities, parameters of ranking algorithms and methodologies used to rank, classify or make results more prominent, or parameters of online advertising auctions);

15. No technical/engineering changes were required to implement the measures described in Section IV.B.2 above.

f) any changes to the customer experience made in connection with the implementation of the measure concerned (e.g., changes in the customer interface, choice screens, consent forms, warning messages, system updates, functionalities available, or customer journey to access functionalities); extends beyond the EEA, please specify);

16. No changes to the customer experience were required to implement the measures described in Section IV.B.2 above.

g) any changes to (i) the remuneration flows in connection with the use of the Undertaking's core platform service (e.g. fee structure, level of the fees, revenue share for the relevant service(s), introduction of new fees, provisions and practices related to the business users' pricing policy, other remuneration flows between the Undertaking and the business users or end users, as applicable) and (ii) the other terms and conditions provided to end users and business users (or individually negotiated agreements with business and/or end users), or where applicable, changes to existing terms and conditions, required by the implementation of the measure concerned (e.g. privacy policy, conditions for access and interoperability and any other relevant clauses);

17. No changes to the remuneration flows in connection with the use of Google Play were required to implement these measures. See Section IV.B.2 above.

h) any other relevant changes made in connection with the implementation of the measure concerned not covered by points e) to g) above;

18. Not applicable.

i) any consultation with end users, business users and/or any interested parties that has been carried out in the context of (i) the elaboration of the measure and/or (ii) the implementation of the measure, and how the input of these consulted parties has been taken into account. Provide a list of end users, business users and/or any interested parties consulted in this context and a high level description of the topic of the consultation with those users/parties;

19. Not applicable.

j) any involvement of external consultants in the elaboration of the measure, including a description of the consultants' mission, whether they are independent from the Undertaking, a description of both their output and the methodology used to reach that output and, if applicable, an explanation of the reasons why the recommendations made by the external consultants were not followed;

20. Not applicable.

k) any alternative measures whose feasibility or implications has been assessed and the reasons for not choosing them and, in particular, where relevant (e.g., interoperability), the results of the evaluation of existing open standards and/or state of the art implementations and the reasons for not choosing them;

21. Not applicable.

l) any action taken to inform end users and/or business users of the measure, their feedback; and any changes to the measure implemented on the basis of this feedback;

22. As explained above, Google identified relevant contracts that may have required remediation. For such contracts, Google sent waivers in January 2024.

m) where applicable, the interaction with measures the Undertaking has implemented to ensure compliance with other obligations under Regulation (EU) 2022/1925;

23. Not applicable.

n) where applicable, all actions taken to protect integrity, security or privacy (e.g., data access, data retention policies) pursuant to the relevant provisions in Regulation (EU) 2022/1925 and why these measures are strictly necessary and justified and there are no less restrictive means to achieve these goals;

24. Not applicable.

o) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;

25. Not applicable.

p) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;

26. Not applicable.

q) a set of indicators which allow or will allow based on their future evolution the assessment of whether the measures implemented by the Undertaking to ensure compliance are 'effective in achieving the objectives of this Regulation and of the relevant obligation', as required by Article 8 of Regulation (EU) 2022/1925, including an explanation why the Undertaking considers these indicators to be the most suitable;

27. Not applicable.

r) any relevant data which can inform whether the measure is or will be effective in achieving the objectives of Regulation (EU) 2022/1925, such as, depending on the circumstances, data on the evolution of the number of active end users and active business users for the relevant core platform service and, for each relevant obligation, the interaction of end users with choice screens and consent forms, the amount of in-app purchases, the number of pre-installed defaults as well as yearly revenues from payments related to those pre-installed defaults, counts of end users who switch, counts of business users who obtain data access, etc. Provide an exact definition of the terms used and a detailed calculation explanation;

28. Not applicable.

s) any internal systems and tools used to monitor the effectiveness of the measure and the output of such internal systems and tools;

29. Not applicable.

t) where applicable, when compliance requires granting third parties (e.g., business users), access to data, interfaces or other technical features of the service: describe the procedure for third parties to obtain such access (including how third parties will be informed of this possibility), the scope (including terms and conditions attached to the access), the format, and the frequency (e.g. real time) and any other relevant information (e.g. whether the shared data/interface or other technical feature can be independently audited, data access policies, data retention policies and measures to enable secure data access).

30. Not applicable.

B.4 Google's Assessment of Compliance (Section 2.1.3)

31. Google maintains a compliance readiness programme designed to identify and address compliance risks, and ensure that Google's products and services are compliant with applicable regulations.

B.5 List of Reports to the Management Body (Section 2.1.4)

32. [Confidential]

B.6 Summary of Feedback from Business Users and End Users (Section 2.1.5)

33. Given the requirement to comply with Art. 5(3) does not apply until 6 March 2024, Google has not yet received feedback on its compliance with this article.

V. Art. 5(4)

A. Compliance Statement (Section 2.1.1)

34. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(4) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

B.1 Status Prior to DMA Implementation

35. Google Play already permitted developers to communicate and promote offers to Google Play end users, and to conclude contracts with those users prior to the DMA. Developers have always been able to communicate and promote offers to Google Play users via channels outside Google Play, such as through emails and text messages and Google has never prevented developers and users from concluding contracts resulting from such promotions.

B.2 DMA Compliance Changes

36. In preparation for the DMA, Google introduced the option for Google Play developers to promote offers within their Google Play apps and show hyperlinks that take users out of the apps to their external sites to conclude contracts for those offers. Google has implemented this opportunity via its new **External Offers program** and has published new terms and conditions for that program on its website.²¹³ These changes required extensive time and resources.

37. The External Offers program will have the following key attributes:

38. First, developers will be able to present within their Google Play apps promotional messages and hyperlinks for external offers on their sites, where users can contract for those offers. Developers that wish to make use of this opportunity will need to sign up to Google Play's External Offers program.

39. Second, developers that include in-app promotions that lead users outside the app must implement measures to make users aware that they are transacting outside the app without the security and safety that Google Play provides. The relevant requirements are published on the Google Play website.²¹⁴

40. Third, for developers that signed up to the External Offers program Google Play will apply a new fee model. Under the External Offers program, Google will charge two separate fees: a time-limited fee for *'initial acquisition'* (Recital 40) and a fee for the ongoing services that Google Play provides, such as security services, app updates, and monetization support. The two fees will operate as follows:

²¹³ See [Developer Terms of Service for External Offers Program](#).

²¹⁴ See [Developer Terms of Service for External Offers Program](#).

- (a) Both fees will be calculated as revenue shares based on purchases that are associated with a Google Play app and that are concluded outside the app.
- (b) The fee for 'initial acquisition' will be limited to a period of two years and will amount to 5% for automatically-renewing subscriptions and 10% for other offers that are consumable within the app.
- (c) The fee for ongoing services will amount to 7% for automatically-renewing subscriptions and 17% for other offers that are consumable within the app. Google Play will charge this fee during the 'initial acquisition' period and then for the duration of the ongoing services after that period. Developers will have the possibility to opt out of receiving ongoing services from Google Play, after the 'initial acquisition' period, subject to users agreeing and enabling the opt-out. When an opt-out occurs, the fee will end.

41. Developers that are interested in participating in the External Offers program can find out more information and sign up on the Google Play website.

How can developers sign up to the External Offers program?

App developers that are interested in participating in the **External Offers program** can find out more information and sign up at:

support.google.com/googleplay/android-developer/answer/14539286

B.3 List of Information

a) the relevant situation prior to the implementation of the measure and how the newly introduced measure ensures compliance with the obligations laid down in Articles 5 to 7 of Regulation (EU) 2022/1925;

42. See Sections V.B.1 and V.B.2 above. As described in these sections, Google Play developers were able to communicate and promote offers and conclude contracts with end users through alternative channels already prior to the DMA. Google Play has now introduced its new External Offers program, that enables developers to present within their Google Play apps promotional messages and hyperlinks for external offers on their sites, where users can contract for those offers.

b) when the measure was implemented;

43. Google introduced the External Offers program described in Section V.B.2 on 6 March 2024.

c) the scope of the measure in terms of the products/services/devices covered;

44. The External Offers program applies to developers' use of Google Play irrespective of the device on which Google Play is offered.

d) the geographic scope of the measure (e.g., if the implementation of the measure extends beyond the EEA, please specify);

45. The External Offers program applies to developers offering apps via Google Play to users located in the EEA.

e) any technical/engineering changes that were made in connection with the implementation of the measure concerned (e.g., on data flows and internal data usage policies, security aspects, tracking of new metrics, Application Programming Interfaces (APIs), operation system (OS) functionalities, parameters of ranking algorithms and methodologies used to rank, classify or make results more prominent, or parameters of online advertising auctions);

46. The changes described in Section V.B.2 above require Google to amend its contractual policies and put in place APIs for developers to report relevant transactions and integrate with the necessary UX requirements.

f) any changes to the customer experience made in connection with the implementation of the measure concerned (e.g., changes in the customer interface, choice screens, consent forms, warning messages, system updates, functionalities available, or customer journey to access functionalities);

47. As described in Section V.B.2 developers will be able to choose to present within their Google Play apps promotional messages and hyperlinks for external offers on their sites, where users can contract for those offers. Developers will need to implement measures to make users aware that they are transacting outside the app without the security and safety guarantees that Google Play provides. The relevant requirements are published on the Google Play website.²¹⁵

g) any changes to (i) the remuneration flows in connection with the use of the Undertaking's core platform service (e.g. fee structure, level of the fees, revenue share for the relevant service(s), introduction of new fees, provisions and practices related to the business users' pricing policy, other remuneration flows between the Undertaking and the business users or end users, as applicable) and (ii) the other terms and conditions provided to end users and business users (or individually negotiated agreements with business and/or end users), or where applicable, changes to existing terms and conditions, required by the implementation of the measure concerned (e.g. privacy policy, conditions for access and interoperability and any other relevant clauses);

48. Under its External Offers program, Google Play will apply the fee model and security requirements described in Section V.B.2 above.

h) any other relevant changes made in connection with the implementation of the measure

²¹⁵ See [Developer Terms of Service for External Offers Program](#).

concerned not covered by points e) to g) above;

49. Not applicable.

i) any consultation with end users, business users and/or any interested parties that has been carried out in the context of (i) the elaboration of the measure and/or (ii) the implementation of the measure, and how the input of these consulted parties has been taken into account. Provide a list of end users, business users and/or any interested parties consulted in this context and a high level description of the topic of the consultation with those users/parties;

50. Google hosted a roundtable event with Google Play developers at which Google explained its plans for complying with the DMA, including the proposal Google Play was developing to enable linkouts.

51. On 6 March 2024, Google announced its finalised External Offers program.

j) any involvement of external consultants in the elaboration of the measure, including a description of the consultants' mission, whether they are independent from the Undertaking, a description of both their output and the methodology used to reach that output and, if applicable, an explanation of the reasons why the recommendations made by the external consultants were not followed;

52. Not applicable.

k) any alternative measures whose feasibility or implications has been assessed and the reasons for not choosing them and, in particular, where relevant (e.g., interoperability), the results of the evaluation of existing open standards and/or state of the art implementations and the reasons for not choosing them;

53. [Confidential]

l) any action taken to inform end users and/or business users of the measure, their feedback; and any changes to the measure implemented on the basis of this feedback;

54. See Section V.B.3(i).

m) where applicable, the interaction with measures the Undertaking has implemented to ensure compliance with other obligations under Regulation (EU) 2022/1925;

55. The External Offers program is reflected in Google Play's EEA general terms and conditions of access, which Google Play has published to comply with Art. 6(12), and which are available on Google Play's website.²¹⁶

²¹⁶ See [General Conditions of Access for Google Play in the EEA](#).

n) where applicable, all actions taken to protect integrity, security or privacy (e.g., data access, data retention policies) pursuant to the relevant provisions in Regulation (EU) 2022/1925 and why these measures are strictly necessary and justified and there are no less restrictive means to achieve these goals;

56. As outlined above, the External Offers program requires developers to meet proportionate user protection requirements. Further details about these requirements are available on the Google Play website.

o) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;

57. Not applicable.

p) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;

58. Not applicable.

q) a set of indicators which allow or will allow based on their future evolution the assessment of whether the measures implemented by the Undertaking to ensure compliance are 'effective in achieving the objectives of this Regulation and of the relevant obligation', as required by Article 8 of Regulation (EU) 2022/1925, including an explanation why the Undertaking considers these indicators to be the most suitable;

59. Google is monitoring compliance with Art. 5(4) based on certain main indicators. These are not in themselves indicative of any possible non-compliance issue but serve to identify possible areas of further inquiry and may evolve over time.

r) any relevant data which can inform whether the measure is or will be effective in achieving the objectives of Regulation (EU) 2022/1925, such as, depending on the circumstances, data on the evolution of the number of active end users and active business users for the relevant core platform service and, for each relevant obligation, the interaction of end users with choice screens and consent forms, the amount of in-app purchases, the number of pre-installed defaults as well as yearly revenues from payments related to those pre-installed defaults, counts of end users who switch, counts of business users who obtain data access, etc. Provide an exact definition of the terms used and a detailed calculation explanation;

60. See Section V.B.3(q) above.

s) any internal systems and tools used to monitor the effectiveness of the measure and the output of such internal systems and tools;

61. [Confidential]

t) where applicable, when compliance requires granting third parties (e.g., business users), access to data, interfaces or other technical features of the service: describe the procedure for third parties to obtain such access (including how third parties will be informed of this possibility), the scope (including terms and conditions attached to the access), the format, and the frequency (e.g. real time) and any other relevant information (e.g. whether the shared data/interface or other technical feature can be independently audited, data access policies, data retention policies and measures to enable secure data access).

62. Developers participating in the External Offers program will have to implement APIs to support the External Offers program.

B.4 Google's Assessment of Compliance (Section 2.1.3)

63. Google maintains a compliance readiness programme designed to identify and address compliance risks, and ensure that Google's products and services are compliant with applicable regulations.

B.5 List of Reports to the Management Body (Section 2.1.4)

64. [Confidential]

B.6 Summary of Feedback from Business Users and End Users (Section 2.1.5)

65. Given the requirement to comply with Art. 5(4) does not apply until 6 March 2024, Google has not yet received feedback on its compliance with this article.

VI. Art. 5(5)

A. Compliance Statement (Section 2.1.1)

66. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(5) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

67. Google Play already complied with Art. 5(5) prior to the DMA because end users are free to consume digital content or services in their Google Play apps where that content has been purchased outside the app. This applies whether the same content is available for purchase inside the app or not, and Google Play does not require developers to make their content available for purchase in their apps. Developers can offer "consumption-only" apps, which deliver content that is only available for purchase outside of the app.

VII. Art. 5(6)

A. Compliance Statement (Section 2.1.1)

68. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(6) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

69. Google Play already complied with Art. 5(6) prior to the DMA. It does not have terms in its contracts with business users or end users that prevent them from raising issues of non-compliance with the law with any public authority, including national courts, related to any practice of Google.

70. Nonetheless, for the avoidance of doubt, Google issued a public statement on its website that it does not and will not interpret its existing contracts in a way that is contrary to Art. 5(6).²¹⁷ A screenshot of this public statement is included below.

Digital Markets Act Raising Issues with Public Authorities

Google does not interpret any provisions, including confidentiality provisions, in its contracts or terms of service that are in scope of the Digital Markets Act, as preventing counterparties from raising any issue of non-compliance with the law or with any relevant public authority. This is without prejudice to the operation of lawful complaints-handling mechanisms that are laid down in agreements with business users, as defined by the Digital Markets Act.

VIII. Art. 5(7)

A. Compliance Statement (Section 2.1.1)

71. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(7) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

B.1 Status Prior to DMA Implementation

72. Prior to DMA implementation, Google Play allowed developers of non-gaming apps to use an alternative billing system to complete transactions with EEA users for in-app purchases:

- (a) Under the **User Choice Billing program**, developers can choose to give users the choice of whether to complete in-app purchases through either Google Play's billing system or through an alternative billing system provided by the developer.²¹⁸

²¹⁷ See [Data Protection Law Compliance - Business Data Responsibility](#).

²¹⁸ For completeness, the User Choice Billing program is also available in jurisdictions outside the EEA, such as South Korea and India.

Transactions completed using the developer's alternative billing system are subject to Google Play's standard service fee, less an adjustment of 4 percentage points.²¹⁹

(b) Under the **EEA program**, developers can offer users their own billing system to complete in-app purchases, without the option to use Google Play's billing system. Transactions completed through a developer's alternative billing system under the EEA program are subject to Google Play's standard service fee, less an adjustment of 3 percentage points.

73. The terms that apply to developers offering an alternative billing system through the User Choice Billing program or EEA program are published on Google Play's website.²²⁰ These terms require developers to comply with appropriate user protection requirements, including proportionate user interface requirements.²²¹
74. Developers offering an alternative billing system under the User Choice Billing or the EEA program must show an information prompt the first time that a user makes an in-app purchase through that program in a particular app. The information prompt explains in factual and neutral terms that transactions completed through the developer's billing system will be handled by the developer, not Google Play. For the EEA program, users see the information prompt in a one-off information interstitial screen prior to completing a transaction through an alternative billing system. For the User Choice Billing program, when a user proceeds to complete a transaction in an app for the first time, the information prompt is displayed in a combined information and billing screen.
75. In November 2023, Google Play launched APIs (the **Alternative Billing APIs**) to make it even easier for developers to offer an alternative billing system under the User Choice Billing or EEA programs. The Alternative Billing APIs allow developers to (i) automatically report transactions completed via an alternative billing system; and (ii) automatically render the relevant user interface for the User Choice Billing program or EEA program. Developers enrolled in the User Choice Billing or EEA programs will be required to integrate the Alternative Billing APIs by 13 March 2024.
76. As regards the other provisions of Art. 5(7) which do not relate to payment systems, Google Play does not require developers to use Google's ID service (Google Sign-in) in order to use Google Play.²²² Nor does it impose any requirements on developers to use a particular web browser engine.

²¹⁹ Where a user opts to use Google Play's billing system to complete a transaction under User Choice Billing, the standard service fee applies, without any adjustments to the applicable service fee.

²²⁰ See Google Play, [Enrolling in the user choice billing program](#); and Google Play, [EEA program](#).

²²¹ Other user protection requirements include, for example, ensuring that the alternative billing system complies with the Payment Card Industry Data Security Standard (PCI-DSS), and providing customer support and dispute resolution

²²² Developers may elect to host their own sign-in process or rely on a third-party service, including Google's.

B.2 DMA Compliance Changes

77. To comply with Art. 5(7), Google has expanded the scope of the User Choice Billing program and EEA program so that all apps (including gaming apps) are eligible. As a result, all developers are able to offer a non-Google Play billing system to EEA users. These changes required extensive time and resources.

How can developers sign up for Google's alternative billing programs?

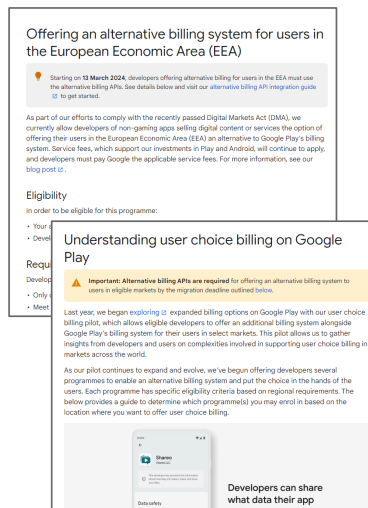
App developers that are interested in participating in Google's alternative billing programs can find out more information and sign up at:

The EEA program:

<https://support.google.com/googleplay/android-developer/answer/12348241>

The User Choice Billing program:

<https://support.google.com/googleplay/android-developer/answer/13821247>



B.3 List of Information

a) the relevant situation prior to the implementation of the measure and how the newly introduced measure ensures compliance with the obligations laid down in Articles 5 to 7 of Regulation (EU) 2022/1925;

78. See Sections VIII.B.1 and VIII.B.2 above. As described in these sections, Google Play has expanded its User Choice Billing and EEA programs so that all apps (including gaming apps) are free to use alternative billing systems.

b) when the measure was implemented;

79. The expansion of the User Choice Billing and EEA programs was implemented on 6 March 2024.

c) the scope of the measure in terms of the products/services/devices covered;

80. The User Choice Billing program and EEA program will be available to developers' use of Google Play irrespective of the device on which Google Play is offered.

d) the geographic scope of the measure (e.g., if the implementation of the measure extends beyond the EEA, please specify);

81. The User Choice Billing program and EEA program will be available to all developers offering apps via Google Play to users located in the EEA.

e) any technical/engineering changes that were made in connection with the implementation of the measure concerned (e.g., on data flows and internal data usage policies, security aspects, tracking of new metrics, Application Programming Interfaces (APIs), operation system (OS) functionalities, parameters of ranking algorithms and methodologies used to rank, classify or make results more prominent, or parameters of online advertising auctions);

82. As explained in Section VIII.B.1 above, Google Play launched the Alternative Billing APIs on 14 November 2023. Google has also made the requisite technical and engineering changes to ensure that the User Choice Billing program and EEA program are available on a variety of form factors that support Google Play.

f) any changes to the customer experience made in connection with the implementation of the measure concerned (e.g., changes in the customer interface, choice screens, consent forms, warning messages, system updates, functionalities available, or customer journey to access functionalities);

83. Users can complete transactions via the developer's alternative billing system, rather than using Google Play's billing system. As explained in Section VIII.B.1 above, developers enrolling in the User Choice Billing or EEA programs must comply with applicable user interface requirements, which include showing a neutral information prompt the first time that a user completes a transaction through an app's alternative billing system.

g) any changes to (i) the remuneration flows in connection with the use of the Undertaking's core platform service (e.g. fee structure, level of the fees, revenue share for the relevant service(s), introduction of new fees, provisions and practices related to the business users' pricing policy, other remuneration flows between the Undertaking and the business users or end users, as applicable) and (ii) the other terms and conditions provided to end users and business users (or individually negotiated agreements with business and/or end users), or where applicable, changes to existing terms and conditions, required by the implementation of the measure concerned (e.g. privacy policy, conditions for access and interoperability and any other relevant clauses);

84. Google Play applies a service fee adjustment of four percentage points to its standard service fee for transactions completed via the User Choice Billing program, and three percentage points for transactions completed via the EEA program.
85. Developers enrolling in the User Choice Billing or EEA program must comply with the terms and conditions of these programs as outlined above.

h) any other relevant changes made in connection with the implementation of the measure concerned not covered by points e) to g) above;

86. Not applicable.

i) any consultation with end users, business users and/or any interested parties that has been carried out in the context of (i) the elaboration of the measure and/or (ii) the implementation of the measure, and how the input of these consulted parties has been taken into account. Provide a list of end users, business users and/or any interested parties consulted in this context and a high level description of the topic of the consultation with those users/parties;

87. Google held three roundtable events for Google Play developers where Google explained its DMA compliance plans, including in relation to Art. 5(7).

j) any involvement of external consultants in the elaboration of the measure, including a description of the consultants' mission, whether they are independent from the Undertaking, a description of both their output and the methodology used to reach that output and, if applicable, an explanation of the reasons why the recommendations made by the external consultants were not followed;

88. Not applicable.

k) any alternative measures whose feasibility or implications has been assessed and the reasons for not choosing them and, in particular, where relevant (e.g., interoperability), the results of the evaluation of existing open standards and/or state of the art implementations and the reasons for not choosing them;

89. Not applicable.

l) any action taken to inform end users and/or business users of the measure, their feedback; and any changes to the measure implemented on the basis of this feedback;

90. Upon Google Play's launch of the EEA program in July 2022, Google Play informed developers of Google's intention to extend the availability of the EEA program to all apps (including gaming apps) by the DMA compliance deadline.²²³ Google Play has also provided developers with information on the Google Play Console on how developers can offer a non-Google Play billing system through the EEA and User Choice Billing programs.²²⁴

91. As outlined above, Google engaged in three roundtable events with developers over the course of 2023 to provide further information about the EEA and User Choice Billing programs, and to elicit developer feedback.

92. On 6 March 2024, Google published an update on the Google Play website informing developers of the extension of the User Choice Billing program and EEA program to all apps (including gaming apps).

²²³ See [An update on Google Play billing in the EEA](#).

²²⁴ See [Offering an alternative billing system for users in the European Economic Area \(EEA\)](#); and [Understanding user choice billing on Google Play](#).

m) where applicable, the interaction with measures the Undertaking has implemented to ensure compliance with other obligations under Regulation (EU) 2022/1925;

93. The expansion of the User Choice Billing and EEA programs to include all apps is reflected in Google Play's EEA general conditions of access, which Google Play has published to comply with Art. 6(12), and which are available on Google Play's website.²²⁵

n) where applicable, all actions taken to protect integrity, security or privacy (e.g., data access, data retention policies) pursuant to the relevant provisions in Regulation (EU) 2022/1925 and why these measures are strictly necessary and justified and there are no less restrictive means to achieve these goals;

94. As outlined above, the User Choice Billing and EEA programs require developers to meet proportionate user protection requirements. These include, for example, user interface requirements (explained above), ensuring that the alternative billing system complies with the PCI-DSS, and providing customer support and dispute resolution. Further details about these requirements are available on the Google Play Console.²²⁶

o) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;

95. Not applicable.

p) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;

96. Not applicable.

q) a set of indicators which allow or will allow based on their future evolution the assessment of whether the measures implemented by the Undertaking to ensure compliance are 'effective in achieving the objectives of this Regulation and of the relevant obligation', as required by Article 8 of Regulation (EU) 2022/1925, including an explanation why the Undertaking considers these indicators to be the most suitable;

97. Google is monitoring compliance with Art. 5(7) based on certain main indicators. These are not in themselves indicative of any possible non-compliance issue but serve to identify possible areas of further inquiry and may evolve over time.

²²⁵ See [General Conditions of Access for Google Play in the EEA](#).

²²⁶ See [Offering an alternative billing system for users in the European Economic Area \(EEA\)](#); and [Enrolling in the user choice billing pilot](#).

r) any relevant data which can inform whether the measure is or will be effective in achieving the objectives of Regulation (EU) 2022/1925, such as, depending on the circumstances, data on the evolution of the number of active end users and active business users for the relevant core platform service and, for each relevant obligation, the interaction of end users with choice screens and consent forms, the amount of in-app purchases, the number of pre-installed defaults as well as yearly revenues from payments related to those pre-installed defaults, counts of end users who switch, counts of business users who obtain data access, etc. Provide an exact definition of the terms used and a detailed calculation explanation;

98. See Section XV.B.3(q) above.

s) any internal systems and tools used to monitor the effectiveness of the measure and the output of such internal systems and tools;

99. [Confidential]

t) where applicable, when compliance requires granting third parties (e.g., business users), access to data, interfaces or other technical features of the service: describe the procedure for third parties to obtain such access (including how third parties will be informed of this possibility), the scope (including terms and conditions attached to the access), the format, and the frequency (e.g. real time) and any other relevant information (e.g. whether the shared data/interface or other technical feature can be independently audited, data access policies, data retention policies and measures to enable secure data access).

100. As explained above, from 13 March 2024, developers offering an alternative billing system under the User Choice Billing or EEA programs will be required to integrate with the Alternative Billing APIs. Developers that submit an application to enrol in the User Choice Billing or EEA programs will receive an email from Google Play outlining the steps they need to take to comply with the requirements of the Program, including the integration of the Alternative Billing APIs. Guidance on how to integrate the Alternative Billing APIs are available on Google's Android developer website.²²⁷

B.4 Google's Assessment of Compliance (Section 2.1.3)

101. Google maintains a compliance readiness programme designed to identify and address compliance risks, and ensure that Google's products and services are compliant with applicable regulations.

B.5 List of Reports to the Management Body (Section 2.1.4)

102. [Confidential]

B.6 Summary of Feedback from Business Users and End Users (Section 2.1.5)

²²⁷ See [Alternative billing APIs](#).

103. Given the requirement to comply with Art. 5(7) does not apply until 6 March 2024, Google has not yet received feedback on its compliance with this article. For feedback received prior to 6 March 2024, see Section VIII.B.3(i).

IX. Art. 5(8)

A. Compliance Statement (Section 2.1.1)

104. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(8) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

105. Google Play already complied with Art. 5(8) prior to the DMA. It does not require end users or business users to register or subscribe with any other Google CPSs. Nor did Google require such registration or subscription prior to the DMA's adoption.

X. Art. 5(9)

106. Art. 5(9) does not apply to Google Play because it only applies to online advertising service CPSs.

XI. Art. 5(10)

107. Art. 5(10) does not apply to Google Play because it only applies to online advertising service CPSs.

XII. Art. 6(2)

A. Compliance Statement (Section 2.1.1)

108. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(2) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

109. See the Art. 6(2) Chapter that describes Google's compliance measures for Art. 6(2) with respect to all its designated CPSs.

XIII. Art. 6(3)

110. Art. 6(3) does not apply to Google Play because it only applies to operating systems, web browsers, and virtual assistant CPSs.

XIV. Art. 6(4)

111. Art. 6(4) does not apply to Google Play because it only applies to operating system CPSs.

XV. Art.6(5)

A. Compliance Statement (Section 2.1.1)

112. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(5) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

113. Google Play already complied with Art. 6(5) prior to the DMA. Google Play does not discriminate between first-party and third-party apps in ranking. Apps are ranked in Google Play using search algorithms that apply equally to all apps and take similar parameters into account, including:

(a) **User relevance:** The most relevant apps to a user depends on where they are browsing or the query they use in a search.

(b) **Quality of the app experience:** Apps that have strong technical performance and a good user experience are generally favoured over lower quality apps.

(c) **Editorial value:** Google Play provides curated recommendations to help users find content that is noteworthy and interesting.

(d) **User experience:** Google Play endeavours to ensure users have a positive experience in navigating the wide range of available apps, taking account of user ratings.

114. Ranking factors are weighted differently based on where on Google Play a user is looking, the device they are on, and their personal preferences.

115. Google is transparent about how it ranks apps on Google Play. It publishes information about how apps are ranked on its developer help pages.²²⁸ It also publishes updates on its developer blog periodically which discuss different parameters affecting an app's discoverability.²²⁹

116. Separately from its ranking results (which are free), Google Play offers developers the possibility to advertise on Google Play. These ads are clearly marked and shown alongside other content.

XVI. Art. 6(6)

A. Compliance Statement (Section 2.1.1)

117. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(6) of Regulation (EU) 2022/1925.

²²⁸ See [App Discovery and Ranking](#).

²²⁹ See, e.g., [Android Developers Blog: Improved app quality and discovery on Google Play](#) and [Android Developers Blog: Improving discovery of quality apps and games on the Play Store](#).

B. Description of Compliance (Section 2.1.2 - 2.1.5)

118. Google Play already complied with Art. 6(6) prior to the DMA because it does not impose restrictions on end users' ability to switch or multi-home across different services accessed via Google Play. Nor did it do so prior to the DMA's adoption.

XVII. Art. 6(7)

119. Art. 6(7) does not apply to Google Play because it only applies to operating systems and virtual assistant CPSs.

XVIII. Art. 6(8)

120. Art. 6(8) does not apply to Google Play because it only applies to online advertising service CPSs.

XIX. Art. 6(9)

A. Compliance Statement (Section 2.1.1)

121. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(9) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

122. See the Art. 6(9) Chapter that describes Google's compliance measures for Art. 6(9) with respect to all its designated CPSs.

XX. Art. 6(10)

A. Compliance Statement (Section 2.1.1)

123. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(10) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

124. Google Play already complied with Art. 6(10) prior to the DMA. Google describes its compliance with Art. 6(10) in more detail in the Art. 6(10) Chapter.

XXI. Art. 6(11)

125. Art. 6(11) does not apply to Google Play because it only applies to online search engine CPSs.

XXII. Art. 6(12)

A. Compliance Statement (Section 2.1.1)

126. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(12) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2- 2.1.5)

B.1 Status Prior to DMA Implementation

127. Google Play complied with the requirement to provide to Google Play developers fair, reasonable, and non-discriminatory (**FRAND**) general conditions of access.²³⁰

128. **The service fees Google Play charges for its intermediation service are FRAND**

129. Google Play charges a service fee for paid app downloads and purchases of in-app digital content that Google Play intermediates. Google Play charges developers a service fee of up to 30%, although the majority of developers that pay the service fee qualify for a service fee of 15% or less.²³¹ Google Play's fee levels are set out in the EEA general conditions of access published on Google Play's website.²³² Google Play's revenue-based charging model and fee levels are FRAND for the following reasons.

130. **First, Google Play's fees are proportionate to the value of its intermediation service.** Google Play's service fee and revenue-based charging model is FRAND because it is proportionate to the value that Google Play provides.

131. **Second, FRAND benchmarks confirm that Google Play's fees and charging model are FRAND.** Google Play's fees comply with the two main benchmarks used to determine whether a fee is FRAND: (1) what non-gatekeepers charge today (**the competitor benchmark**); and (2) what the gatekeeper charged before it gained gatekeeper status (**the ex ante benchmark**).

132. **Third, Google Play charges similarly-situated developers in the same way.** Similarly-situated developers are subject to the same Google Play fees.

Google Play's non-price terms are FRAND

133. Google Play's non-price terms are FRAND because they are transparent, easily accessible, and apply equally to all apps, including Google's own. Google Play's policies are set out in the Google Play Developer Distribution Agreement (**DDA**).²³³ The DDA sets out the contractual relationship between developers and Google in relation to the use of Google Play to distribute products. The DDA incorporates various Developer Program Policies (**DPPs**). Further information about the DPPs can be found in the Developer Policy Center.²³⁴

²³⁰ In addition to the requirement that Google Play's general conditions of access are FRAND, Art. 6(12) also requires Google to publish its general conditions of access, including an ADSM. The requirements to publish general conditions including an ADSM are addressed at Section XXII.B.2 below.

²³¹ The 30% service fee applies to sales of digital content exceeding USD 1 million annually.

²³² See [General Conditions of Access for Google Play in the EEA](#).

²³³ See [Developer Distribution Agreement](#).

²³⁴ See [Developer Policy Center](#).

B.2 DMA Compliance Changes

134. In preparation for Art. 6(12), Google has published EEA general conditions of access, which have been published on Google Play's website.²³⁵
135. Google Play has incorporated into the EEA general conditions of access an EU based ADSM in the form of a voluntary, non-binding, mediation mechanism offered by the Center for Effective Dispute Resolution (**CEDR**).

Where can developers find Google Play's access conditions?

App developers can find **Google Play's FRAND access conditions** at:

support.google.com/googleplay/android-developer/answer/14659200

B.3 List of Information

a) the relevant situation prior to the implementation of the measure and how the newly introduced measure ensures compliance with the obligations laid down in Articles 5 to 7 of Regulation (EU) 2022/1925;

136. Google Play's general conditions of access were FRAND prior to DMA implementation as explained in Section XXII.B.1. In preparation for Art. 6(12), Google Play has published its EEA general conditions of access incorporating an EU based ADSM, as explained in Section XXII.B.2 above.

b) when the measure was implemented;

137. Google published its EEA general conditions of access incorporating an EU based ADSM on 6 March 2024.

c) the scope of the measure in terms of the products/services/devices covered;

138. Google Play's EEA general conditions of access apply to developers' use of Google Play irrespective of the device on which Google Play is offered.

d) the geographic scope of the measure (e.g., if the implementation of the measure extends beyond the EEA, please specify);

139. Google Play's EEA general conditions of access apply to developers offering apps via Google Play to users located in the EEA.

²³⁵ See [General Conditions of Access for Google Play in the EEA](#).

e) any technical/engineering changes that were made in connection with the implementation of the measure concerned (e.g., on data flows and internal data usage policies, security aspects, tracking of new metrics, Application Programming Interfaces (APIs), operation system (OS) functionalities, parameters of ranking algorithms and methodologies used to rank, classify or make results more prominent, or parameters of online advertising auctions);

140. No technical or engineering changes to Google Play were required in order to publish Google Play's EEA general conditions of access incorporating an EU based ADSM.

f) any changes to the customer experience made in connection with the implementation of the measure concerned (e.g., changes in the customer interface, choice screens, consent forms, warning messages, system updates, functionalities available, or customer journey to access functionalities);

141. Google Play's EEA general conditions of access provide developers offering apps to EEA users access to an ADSM mechanism, as described in Section XXII.B.2 above.

g) any changes to (i) the remuneration flows in connection with the use of the Undertaking's core platform service (e.g. fee structure, level of the fees, revenue share for the relevant service(s), introduction of new fees, provisions and practices related to the business users' pricing policy, other remuneration flows between the Undertaking and the business users or end users, as applicable) and (ii) the other terms and conditions provided to end users and business users (or individually negotiated agreements with business and/or end users), or where applicable, changes to existing terms and conditions, required by the implementation of the measure concerned (e.g. privacy policy, conditions for access and interoperability and any other relevant clauses);

142. As explained in Section XXII.B.2 above, Google Play has changed its terms of access by incorporating an EU based ADSM mechanism into the EEA general conditions of access.

h) any other relevant changes made in connection with the implementation of the measure concerned not covered by points e) to g) above;

143. Not applicable.

i) any consultation with end users, business users and/or any interested parties that has been carried out in the context of (i) the elaboration of the measure and/or (ii) the implementation of the measure, and how the input of these consulted parties has been taken into account. Provide a list of end users, business users and/or any interested parties consulted in this context and a high level description of the topic of the consultation with those users/parties;

144. At the DMA Stakeholder Workshop on App Stores hosted by the Commission on 6 March 2023, Google attended a panel to discuss the implementation of Art. 6(12) for app stores. The session was attended by a range of relevant stakeholders. At the session, Google presented its compliance principles for publishing general conditions of access and an ADSM mechanism.

145. In addition to the DMA Stakeholder Workshop, Google held three roundtable events for Google Play developers where Google explained its DMA compliance plans, including in relation to Art. 6(12).

j) any involvement of external consultants in the elaboration of the measure, including a description of the consultants' mission, whether they are independent from the Undertaking, a description of both their output and the methodology used to reach that output and, if applicable, an explanation of the reasons why the recommendations made by the external consultants were not followed;

146. Not applicable.

k) any alternative measures whose feasibility or implications has been assessed and the reasons for not choosing them and, in particular, where relevant (e.g., interoperability), the results of the evaluation of existing open standards and/or state of the art implementations and the reasons for not choosing them;

147. Not applicable.

l) any action taken to inform end users and/or business users of the measure, their feedback; and any changes to the measure implemented on the basis of this feedback;

148. As explained above, Google presented the principles underlying its Art. 6(12) compliance solution at the DMA Stakeholder Workshop on App Stores on 6 March 2023 and the roundtable events.

149. On 6 March 2024, Google published the EEA general conditions of access incorporating an EU based ADSM on the Google Play website. Google also sent an email to developers informing them of these changes on 6 March 2024.

m) where applicable, the interaction with measures the Undertaking has implemented to ensure compliance with other obligations under Regulation (EU) 2022/1925;

150. The EEA general conditions of access also reflect measures taken by Google to comply with other DMA provisions relevant to Google Play. This includes, for example, the expansion of the User Choice Billing program and the EEA program to all developers offering apps and games to users in the EEA to comply with Art. 5(7), and ensuring developers can communicate and promote offers and conclude contracts with end users under Art. 5(4).

n) where applicable, all actions taken to protect integrity, security or privacy (e.g., data access, data retention policies) pursuant to the relevant provisions in Regulation (EU) 2022/1925 and why these measures are strictly necessary and justified and there are no less restrictive means to achieve these goals;

151. Not applicable.

o) any type of market analysis or testing (in particular A/B testing), business user surveys or

consumer surveys or end user consent rates, that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;

152. [Confidential]

p) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;

153. Not applicable.

q) a set of indicators which allow or will allow based on their future evolution the assessment of whether the measures implemented by the Undertaking to ensure compliance are 'effective in achieving the objectives of this Regulation and of the relevant obligation', as required by Article 8 of Regulation (EU) 2022/1925, including an explanation why the Undertaking considers these indicators to be the most suitable;

154. Google is monitoring compliance with Art. 6(12) based on certain main indicators. These are not in themselves indicative of any possible non-compliance issue but serve to identify possible areas of further inquiry and may evolve over time.

r) any relevant data which can inform whether the measure is or will be effective in achieving the objectives of Regulation (EU) 2022/1925, such as, depending on the circumstances, data on the evolution of the number of active end users and active business users for the relevant core platform service and, for each relevant obligation, the interaction of end users with choice screens and consent forms, the amount of in-app purchases, the number of pre-installed defaults as well as yearly revenues from payments related to those pre-installed defaults, counts of end users who switch, counts of business users who obtain data access, etc. Provide an exact definition of the terms used and a detailed calculation explanation;

155. Not applicable.

s) any internal systems and tools used to monitor the effectiveness of the measure and the output of such internal systems and tools;

156. Not applicable.

t) where applicable, when compliance requires granting third parties (e.g., business users), access to data, interfaces or other technical features of the service: describe the procedure for third parties to obtain such access (including how third parties will be informed of this possibility), the scope (including terms and conditions attached to the access), the format, and the frequency (e.g. real time) and any other relevant information (e.g. whether the shared data/interface or other technical feature can be independently audited, data access policies, data retention policies and measures to enable secure data access).

157. Not applicable.

B.4 Google's Assessment of Compliance (Section 2.1.3)

158. Google maintains a compliance readiness programme designed to identify and address compliance risks, and ensure that Google's products and services are compliant with applicable regulations.

B.5 List of Reports to the Management Body (Section 2.1.4)

159. [Confidential]

B.6 Summary of Feedback from Business Users and End Users (Section 2.1.5)

160. Given the requirement to comply with Art. 6(12) does not apply until 6 March 2024, Google has not yet received feedback on its compliance with this article.

XXIII. Art. 6(13)

A. Compliance Statement (Section 2.1.1)

161. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(13) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

162. Google Play already complied with Art. 6(13) prior to the DMA:

(a) **End users.** End users can terminate the provision of the Google Play service at any time without any conditions.

(b) **Business users.** App developers have a contractual relationship with Google Play via the Google Play Developer Distribution Agreement. Under that agreement, they may terminate their use of and stop distributing their apps on Google Play at any time without any penalties or termination fees.²³⁶

XXIV Art. 7

163. Art. 7 does not apply to Google Play because it only applies to number-independent interpersonal communication service CPSs.

²³⁶ See [Google Play Developer Distribution Agreement, Clauses 10.2 and 10.3](#).

Non-confidential summary of Google Search Chapter

I. Introduction

1. Google Search is an online search engine (**OSE**) core platform service (**CPS**) as defined under Arts. 2(2)(b) and 2(6) DMA. It is an online service that enables users to enter queries on any subject matter and receive ranked search results for those queries in different formats.²³⁷ The output of Google Search covers search results regardless of their format and input mechanism.²³⁸
2. To prepare for DMA obligations applicable to Google Search, Google has developed:
 - (a) New controls for cross-service exchanges of personal data (see Art. 5(2) Chapter),
 - (b) New Google-wide policy and compliance training, to unify pre-existing controls into a comprehensive Art. 6(2)-compliant programme (see Art. 6(2) Chapter),
 - (c) Extensive changes to its search result pages, including removing a series of features and introducing new features, including new opportunities for third-party vertical search services (**VSSs**) and direct suppliers (see Art. 6(5) below),
 - (d) New functionality to enhance existing data portability opportunities (see Art. 6(9) Chapter), and
 - (e) A search data set offer that provides a new opportunity for third-party OSEs to access Google Search data as required under Art. 6(11) (see Art. 6(11) below).
3. As described below, Google Search already complied with Art. 5(4), Art. 5(6), Art. 5(7), Art. 5(8), 6(2), Art. 6(6), Art. 6(10), Art. 6(12), and Art. 6(13) prior to the DMA's adoption. Art. 5(3), Art. 5(5), Art. 5(9), Art. 5(10), Art. 6(3), Art. 6(4), Art. 6(7), Art. 6(8), and Art. 7 do not apply to Google Search.

II. Business Users of Google Search (Section 2.2)

4. [Confidential]

III. Art. 5(2)

A. Compliance Statement (Section 2.1.1)

5. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(2) of Regulation (EU) 2022/1925.

²³⁷ Alphabet Designation Decision, para. 93.

²³⁸ Alphabet Designation Decision, para. 95.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

6. See the Art. 5(2) Chapter that describes Google's compliance measures for Art. 5(2) with respect to all its designated CPSs.

IV. Art. 5(3)

7. Art. 5(3) does not apply to Google Search because it only applies to online intermediation service CPSs.

V. Art. 5(4)

A. Compliance Statement (Section 2.1.1)

8. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(4) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

9. Google Search already complied with Art. 5(4) prior to the DMA. It does not have any restrictions on how its business users communicate and promote offers to or conclude contracts with end users outside Google Search. Nor did it have any such restrictions prior to the DMA's adoption.

VI. Art. 5(5)

A. Compliance Statement (Section 2.1.1)

10. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(5) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

11. Google Search already complied with Art. 5(5) prior to the DMA. End users do not use business users' software applications in the context of their use of Google Search. As a result, the kind of restrictions that Art. 5(5) prohibits cannot and do not arise in connection with Google Search.

VII. Art. 5(6)

A. Compliance Statement (Section 2.1.1)

12. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(6) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

13. Google Search already complied with Art. 5(6) prior to the DMA. It does not have contracts that prevent business users or end users from raising issues of non-compliance with the law with any public authority, including national courts, related to any practice of Google.

14. Nonetheless, for the avoidance of doubt, Google issued a public statement on its website that it does not and will not interpret its existing contracts in a way that is contrary to Art. 5(6).²³⁹ A screenshot of this public statement is included below.

Digital Markets Act Raising Issues with Public Authorities

Google does not interpret any provisions, including confidentiality provisions, in its contracts or terms of service that are in scope of the Digital Markets Act, as preventing counterparties from raising any issue of non-compliance with the law or with any relevant public authority. This is without prejudice to the operation of lawful complaints-handling mechanisms that are laid down in agreements with business users, as defined by the Digital Markets Act.

VIII. Art. 5(7)

A. Compliance Statement (Section 2.1.1)

15. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(7) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

16. Google Search already complied with Art. 5(7) prior to the DMA. It does not require its end users or business users to exclusively use Google's identification service, payment service or web browser engine on the business users' website. Nor did it do so prior to the DMA's adoption.

IX. Art. 5(8)

A. Compliance Statement (Section 2.1.1)

17. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(8) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

18. Google Search already complied with Art. 5(8) prior to the DMA. It does not require end users or business users to register or subscribe with any other Google CPSs. Nor did Google require such registration or subscription prior to the DMA's adoption.

X. Art. 5(9)

19. Art. 5(9) does not apply to Google Search because it only applies to online advertising service CPSs.

²³⁹ See [Data Protection Law Compliance - Business Data Responsibility](#).

XI. Art. 5(10)

20. Art. 5(10) does not apply to Google Search because it only applies to online advertising service CPSs.

XII. Art. 6(2)

A. Compliance Statement (Section 2.1.1)

21. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(2) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

22. Google Search already complied with Art. 6(2) prior to the DMA as it did not engage in the conduct prohibited by that provision. Google nonetheless adopted specific compliance measures for Art. 6(2) that are described in more detail in the Art. 6(2) Chapter.

XIII. Art. 6(3)

23. Art. 6(3) does not apply to Google Search because it only applies to operating system, web browser, and virtual assistant CPSs.

XIV. Art. 6(4)

24. Art. 6(4) does not apply to Google Search because it only applies to operating system CPSs.

XV. Art. 6(5)

A. Compliance Statement (Section 2.1.1)

25. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(5) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

B.1 Status Prior to DMA Implementation

26. Google Search applied fair, reasonable and non-discriminatory criteria to its search results prior to the DMA's adoption. Consistent with the purpose of an OSE, Google Search seeks to show the best possible results that it can, in a variety of formats, for queries on any subject matter. The core considerations that govern the design, format, and ranking of Google's search results are whether the results are relevant for a query, of high quality, and useful for users.

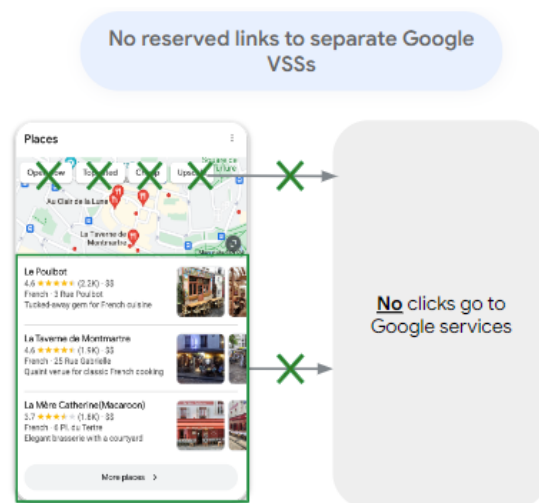
27. That said, Google took the opportunity of the DMA's adoption to subject its search results to a comprehensive review and revision, taking into account third parties' feedback as well as user testing. As part of this exercise, Google adopted a series of changes, including to avoid any conceivable doubts about Google's compliance with Art. 6(5), as described below.

B.2 DMA Compliance Changes

28. The changes that Google made in the context of the DMA's adoption include both changes that remove existing search result features and changes that introduce new features, including features that provide new opportunities for VSSs and direct suppliers.
29. These changes required extensive time and resources.
30. As an OSE, Google Search must balance different interests of different stakeholders, including end users and different types of business users. Google's changes are designed to strike that balance in line with the DMA's principles.
31. Google's changes should therefore be assessed in their combination, rather than individually in isolation. They create a new framework that presents end users with additional choices of different types of business users. And they provide these different business users with multiple new opportunities to surface in Google's results.
32. Google below describes in more detail the changes made and how they operate.

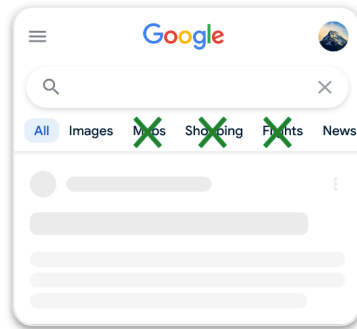
Changes that removed existing features

33. As part of its comprehensive revision, Google made several subtractive changes that removed existing search result features. These subtractive changes include the following:
34. **No reserved links to separate Google services in search results.** Under the new framework that Google has introduced, there are no reserved links for separate Google services in any search result designs. Google services may appear in result links only if these links are available to similar third-party services on a non-discriminatory basis.

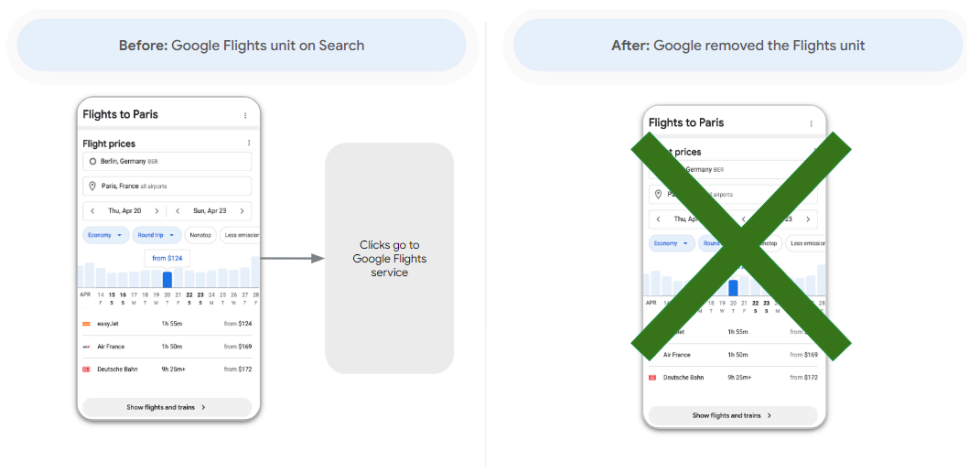


35. **No entry points to separate Google services on the Google Search menu bar.** Google will remove entry points to separate Google services in the Google Search menu bar.

No separate Google VSS entry point under search bar

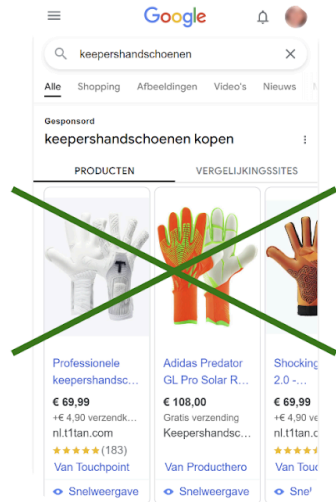


36. **Removing in-unit functionality.** Google removed in-unit functionality that enabled users to filter or sort specifically results shown in that particular unit or block.
37. **Deprecating the Google Flights unit.** Google deprecated its Flights unit on the search results page:

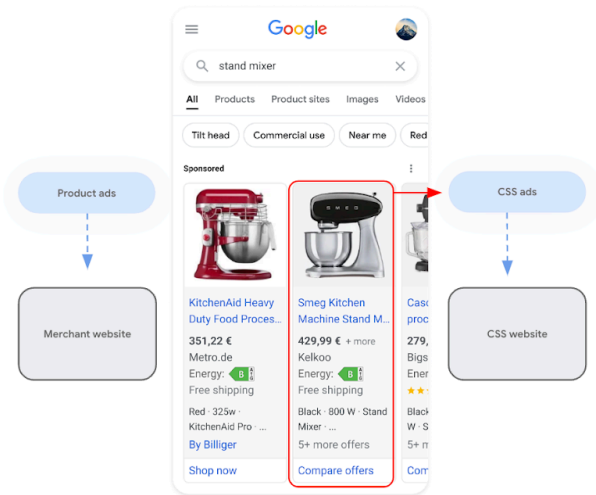


38. **Replacing product ads unit.** Google has replaced its product ad unit to allow comparison shopping sites (CSSs) to place product ads that lead to CSSs' sites (CSS ads) alongside existing product ads (which are placed by CSSs and lead to CSSs' merchant partners). The new ad format is described further below.

Before: Unit with only product ads



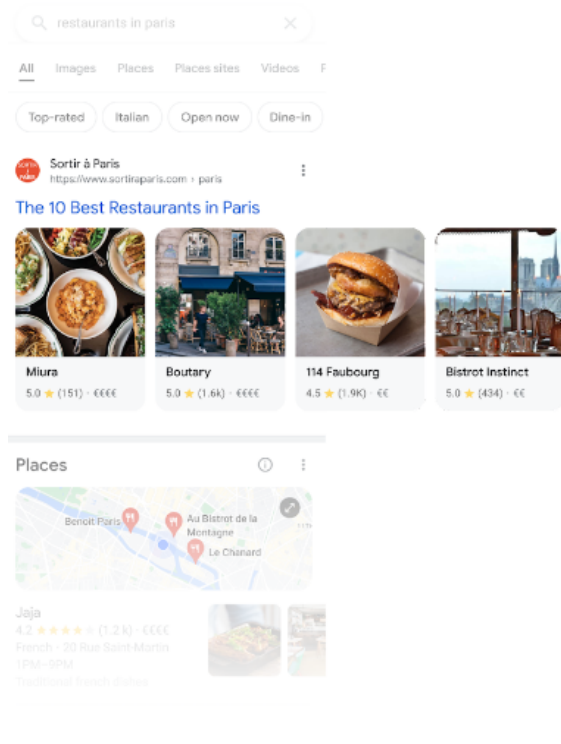
After: New unit with product ads and CSS ads



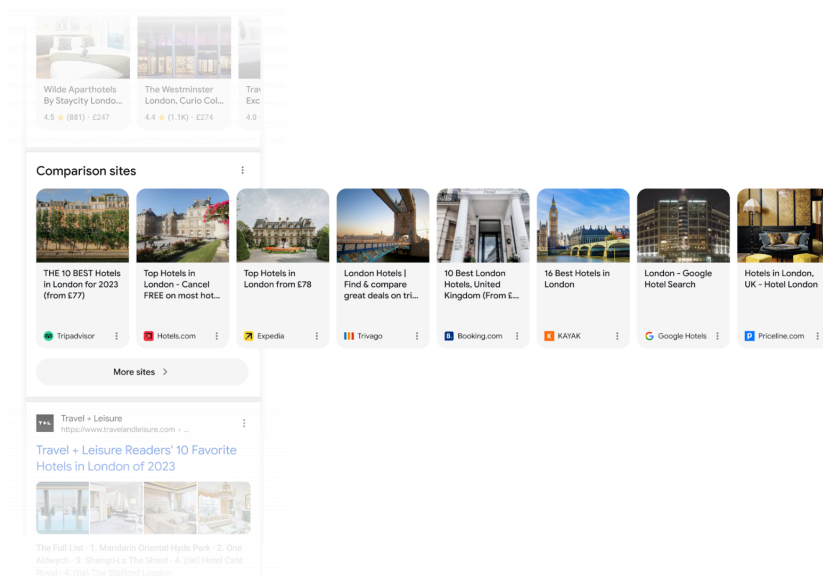
New search result features and designs

39. Google also made significant changes that introduced new features on its search results pages, including features that create additional opportunities for business users including both VSSs and direct suppliers. These changes include the following:
40. **Enhanced individual free web result formats for VSSs and direct suppliers.** Google has developed new enhanced formats for individual free web results for VSSs and direct suppliers. These enhanced formats improve the ability of VSSs and direct suppliers to showcase their services, offers, and inventory. The enhanced formats include features such as images, star ratings, prices, and the ability to include carousels with samples of the business' inventory in the result. The use of the enhanced formats is optional, and works as described in a public blog post.²⁴⁰

²⁴⁰ See [New Search experiences in EEA: Rich results, aggregator units, and refinement chips | Google Search Central Blog](#).



41. **New free dedicated units for VSSs.** Google introduced new, free dedicated units for VSSs. These units show groups of free results for a particular type of VSS, e.g., results for travel search services or comparison shopping services. The results in the VSS unit link directly to the VSSs' sites.



42. The new VSS units provide users with additional choice, by presenting results for different VSS sites in a single block. In this way, users interested in VSS sites can easily identify different relevant VSS sites in one place. For VSSs, in turn, the new VSS unit provides additional opportunities for VSSs to attract traffic to their site. VSSs do not need to add any

mark-up to their websites to be eligible to appear in the new VSS units. More details on how the VSS unit works are available in a public blog post.²⁴¹




43. **Entity results now consistently trigger result pages for the entity.** Many of the queries that users put to Google Search relate to entities that exist in the real world. Such entities include, e.g., movies, music albums, politicians, celebrities, local places, astronomical objects, apps, or products. In response to queries for real world entities, Google Search may show results for relevant entities that correspond to the user's queries. As part of its overall changes, Google has aligned how entity results behave when users click on them: clicks on entity results now consistently trigger a new result page or result page preview that shows search results for that entity.
44. An entity level result page preview is equivalent to what users see if they enter a query on Google Search for the specific entity in question. For example, if a user enters the query [hotels Brussels] and clicks on one of the hotel entities shown in response to that query (e.g., Hotel Amigo), she will see a preview of the results that Google Search would show if the user searched for that specific hotel on Google Search (in the example, results for the Hotel Amigo).
45. The preview serves as an easy way for users to find results for a specific entity that interests them, including new opportunities for VSSs that link to their websites such as offer results or reviews.

²⁴¹ See [New Search experiences in EEA: Rich results, aggregator units, and refinement chips | Google Search Central Blog](#).



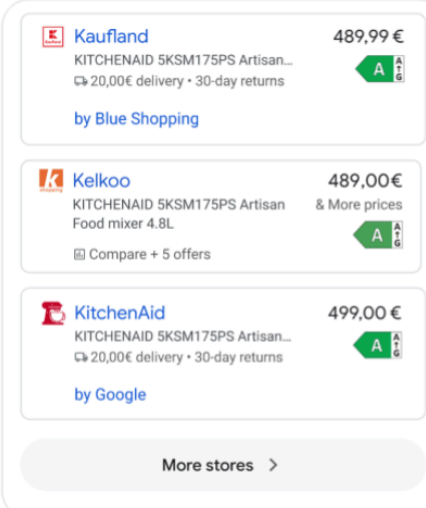
46. **New options to connect directly to suppliers in entity results.** To respond to feedback, Google has developed new options on entity results for users to connect directly with suppliers, such as hotels and local places. These new options will appear in the results for a given entity (like a given hotel) on the first results page. The option may be in the form of a link or other suitable connection option, like a call button. For example, the entity results for Hotel Amigo may include a direct link to the website of that hotel. Under this new model, entity results provide users with the choice of whether they want to directly click through to the website of the business in question or rather want to see results about that business (in the example of Hotel Amigo, users can either directly click through to the hotel’s website or see results about Hotel Amigo).
47. **New airlines unit.** To respond to feedback from airlines, Google created a new unit that shows free results for different airlines. The unit enables users looking for airlines to see results for relevant airlines in one place and it provides airlines with an additional opportunity to obtain free clicks to their sites.




Airline options ⋮
 Round trip prices from Berlin · Jan 6–9

 Easyjet	Nonstop	from €82	>
 Swiss	Connecting	from €158	>
 Lufthansa	Connecting	from €198	>

More airline options >

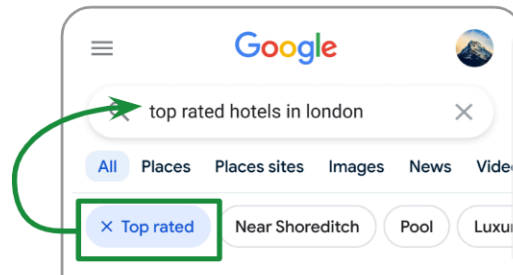
48. **Opening up offer result blocks to VSSs.** As part of its results, Google Search may show blocks of results for commercial offers, such as booking offers for a particular hotel or merchant offers for a particular product. Under its changes, Google has systematically opened up such result blocks to VSSs, such as travel search sites or CSSs. VSSs can choose to participate in these results via either results for supplier offers from their inventory of partners or via results that link to the VSSs' own sites, as described in this [help page](#).



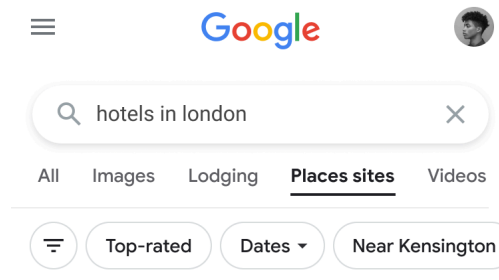
 Kaufland	489,99 €
KITCHENAID 5KSM175PS Artisan... <small>☛ 20,00€ delivery · 30-day returns</small>	
by Blue Shopping	
 Kelkoo	489,00 € & More prices
KITCHENAID 5KSM175PS Artisan Food mixer 4.8L <small>☛ Compare + 5 offers</small>	
 KitchenAid	499,00 €
KITCHENAID 5KSM175PS Artisan... <small>☛ 20,00€ delivery · 30-day returns</small>	
by Google	

More stores >

49. **Query shortcut chips.** Google has introduced query shortcut chips below the search box that operate as a mechanism for users to add terms to their query without having to manually type out those terms. A number of principles apply to these chips. First, the query shortcut chips identify query terms that users manually enter into the Google Search bar. Second, they function just as if users had manually added the term to their query: after the user clicks on a query shortcut chip, the query in the Google Search bar is updated to include the term and a new general search query for the expanded query is triggered, which returns a new search results page for that query. Third, for queries that are also covered by VSSs, Google limits the number of query shortcut chips that it may display to eight chips. The chips therefore operate consistently with the purpose of a general search engine.

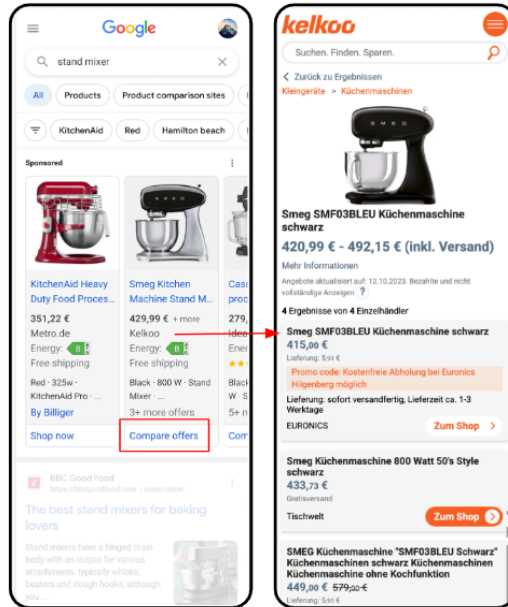


50. **Ability to focus results on VSSs.** As part of its revision of its Search menu bar, Google introduced a new chip for VSSs (including CSSs) that enables users to see results just for VSSs. For example, for local and travel queries, if a user selects the “places sites” chip, Google shows only results for VSSs that are relevant for a given query. For example, for a hotel query, a click on the places sites chip will show a result page with results identifying just travel VSSs and not direct hotel suppliers. VSSs do not need to add any mark-up to their websites to be eligible to appear in response to the refinement chips. More details on how the refinement chips work are available in a public blog post.²⁴²



51. **CSS ads.** As noted above, Google has created a new ad format for CSSs. These CSS ads link directly to CSSs’ own websites. CSS ads can show in the new product-related ads unit that replaces the existing product ads unit. CSS ads are able to compete for slots in the new ad unit on the same basis as existing product ads.

²⁴² See [New Search experiences in EEA: Rich results, aggregator units, and refinement chips | Google Search Central Blog](#).



Where can business users find out more information about how to participate in the new opportunities?

Business users that want to learn more about the new opportunities and how to participate in them can find useful resources on the following web pages:

Rich results, VSS units, and chips (non-flights queries):

<https://developers.google.com/search/blog/2024/02/search-experiences-in-eea>

Rich results, VSS unit, airline unit, and chips for flights queries:

<https://support.google.com/travel/answer/14595885>

Developer documentation for rich results:

<https://developers.google.com/search/docs/appearance/structured-data/caro-usels-beta>

Lodging data feeds: <https://developers.google.com/hotels> and

https://support.google.com/hotelprices/answer/11390302?hl=en&ref_topic=6064422

Products structured data mark-ups and data feeds:

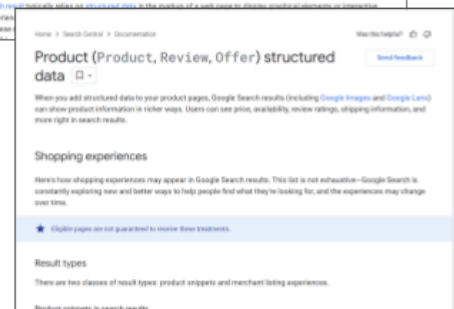
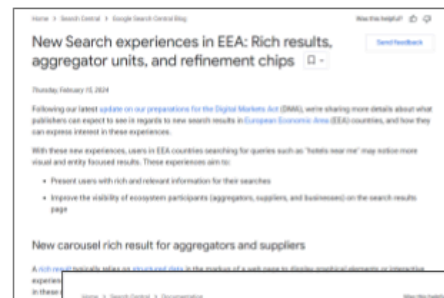
<https://developers.google.com/search/docs/appearance/structured-data/product>

Lodging reviews:

<https://support.google.com/hotelprices/answer/14274025>

Local business reviews:

<https://support.google.com/business/answer/14561561>



Ranking

52. Google Search ranks different result types and result blocks based on the same, consistent, non-discriminatory ranking framework. Google's ranking uses machine-learning systems

that take into account feedback from human raters. These raters apply Google's Search Quality Guidelines, that aim to surface results that users like and find useful.²⁴³

53. Specifically, Google's machine-learning systems calculate a utility score based on the topicality and quality of results. Topicality measures how well a result matches what the user is looking for. Quality measures how well the result serves the user's purpose based on the expertise, authoritativeness, and trustworthiness of the underlying content.
54. In addition, Google's ranking algorithms also take into account a number of other criteria such as the usability of the webpage (e.g., the page experience²⁴⁴ and mobile useability);²⁴⁵ and the user context (e.g., location, and Google Search settings).²⁴⁶ Together, these signals help calculate a utility score that determines the rank of any given result feature that Google Search surfaces on the search results page.
55. This approach creates a common, consistent ranking framework for different types of results and result blocks.

Choice options for data feeds

56. For some of its search results Google relies on data feeds to obtain the information needed to show in these results (e.g., up-to-date pricing data or shipment information for product results). Under its new framework, Google is giving providers of data feeds, including relevant VSSs and direct suppliers, the option to choose whether the data feeds should be used only for results on Google Search or can also be used for Google Shopping, Google Flights, Google Hotels, or Google Vacation Rentals as applicable. More details are available on Google's help pages for [lodging](#), [flights](#), and [shopping](#) business users.

Overall balance

57. Through the different changes outlined above, Google seeks to achieve a balance between the interests of end users and different business users, including VSSs and direct suppliers, that is fair, reasonable, and non-discriminatory. All the changes Google is making taken together – subtractions and additions – are what strikes this balance.

B.3 List of Information (Section 2.1.2)

a) the relevant situation prior to the implementation of the measure and how the newly introduced measure ensures compliance with the obligations laid down in Articles 5 to 7 of Regulation (EU) 2022/1925;

58. See Sections XV.B.1 and XV.B.2 above. As described in these sections, Google has made extensive changes to the design of its search result pages.

²⁴³ See [Search Quality Guidelines](#).

²⁴⁴ See [Understanding Page Experience in Google Search results - Google Search Central](#).

²⁴⁵ See [Links, Mobile Usability, and site management in the new Search Console](#).

²⁴⁶ See [How Google Search Works](#).

b) when the measure was implemented;

59. Google started testing of the changes described in Section XV.B.2 in January 2024 to enable it to identify and fix any errors and bugs, and onboard business users for the new designs in advance of the compliance deadline.
60. Google implemented the changes outlined above starting from January 2024. Google will continue to monitor and adjust its designs as needed based on end user and business user feedback and testing.²⁴⁷

c) the scope of the measure in terms of the products/services/devices covered;

61. The measures cover Google's OSE CPS, Google Search. As the Commission found, "all results or outputs that the Google Search CPS shows on its result pages, regardless of their format or type (thus including both organic results and the display of ads) and irrespective of the means through which users access such results (e.g. Google Search's website, app or other) or the type of device they use, constitute search results within the meaning of [the DMA]."²⁴⁸

d) the geographic scope of the measure (e.g., if the implementation of the measure extends beyond the EEA, please specify);

62. The changes described in Section XV.B.2 cover the EEA.

e) any technical/engineering changes that were made in connection with the implementation of the measure concerned (e.g., on data flows and internal data usage policies, security aspects, tracking of new metrics, Application Programming Interfaces (APIs), operation system (OS) functionalities, parameters of ranking algorithms and methodologies used to rank, classify or make results more prominent, or parameters of online advertising auctions);

63. The changes described in Section XV.B.2 above required Google to make extensive technical revisions to its systems. In addition, Google developed documentation and technical guidance for business users to identify appropriate structured data to enrich their results and participate in new opportunities, as set out in a public blog post.²⁴⁹
64. Google continues to revise its systems as necessary based on ongoing maintenance.

f) any changes to the customer experience made in connection with the implementation of the measure concerned (e.g., changes in the customer interface, choice screens, consent forms, warning messages, system updates, functionalities available, or customer journey to access functionalities);

²⁴⁷ For a limited number of changes, launch had been initiated by 6 March and is gradually ramping up over the course of the coming weeks.

²⁴⁸ Alphabet Designation Decision, para. 94.

²⁴⁹ See [New Search experiences in EEA: Rich results, aggregator units, and refinement chips](#).

65. Google has implemented changes to Google’s search result formats and designs as described in Section XV.B.2 above.

g) any changes to (i) the remuneration flows in connection with the use of the Undertaking’s core platform service (e.g. fee structure, level of the fees, revenue share for the relevant service(s), introduction of new fees, provisions and practices related to the business users’ pricing policy, other remuneration flows between the Undertaking and the business users or end users, as applicable) and (ii) the other terms and conditions provided to end users and business users (or individually negotiated agreements with business and/or end users), or where applicable, changes to existing terms and conditions, required by the implementation of the measure concerned (e.g. privacy policy, conditions for access and interoperability and any other relevant clauses);

66. Google’s new designs did not require it to make changes to its relationship with Google Search’s end users or business users. That said, Google has introduced new opportunities for business users as described in Section XV.B.2 above. These opportunities are optional and qualifying beneficiaries are free to make use of them as they see fit.

h) any other relevant changes made in connection with the implementation of the measure concerned not covered by points e) to g) above;

67. Not applicable.

i) any consultation with end users, business users and/or any interested parties that has been carried out in the context of (i) the elaboration of the measure and/or (ii) the implementation of the measure, and how the input of these consulted parties has been taken into account. Provide a list of end users, business users and/or any interested parties consulted in this context and a high level description of the topic of the consultation with those users/parties;

68. **Outreach to business users.** Over the course of 2022 and 2023, Google, on its own initiative, organised 12 workshops and engaged in bilateral discussions with more than 100 industry participants, including VSSs, direct suppliers, and relevant trade associations.

69. In addition, Google participated in four workshops organised by the European Commission on Art. 6(5):

(a) a public workshop on the application of 6(5) on 5 December 2022,

(b) a workshop with hospitality sector stakeholders on 7 December 2023, organised by the European Commission,

(c) a workshop with travel sector stakeholders on 16 January 2024, organised by the European Commission, and

(d) a workshop with retail stakeholders including CSSs on 17 January 2024, organised by the European Commission.

70. Over the course of February 2024, Google published extensive information material to make business users aware of its new search designs and the new opportunities available to business users. These information materials included documentation and explanations

describing how the new opportunities work and how business users can participate in them. The main documentation material is available on the following pages:

- (a) [Rich results, VSS units, and chips \(non-flights queries\)](#)
- (b) [Rich results, VSS unit, airline unit and chips \(flights queries\)](#)
- (c) [Developer documentation for rich results](#)
- (d) [Lodging data feeds \(and applicable policies\)](#)
- (e) [Products structured data mark-ups and data feeds](#)
- (f) [Lodging reviews](#)
- (g) [Local business reviews](#)
- (h) Data feed choice options for [lodging](#), [flights](#), and [shopping](#) business users

71. Around the same time, Google conducted a beta test for its Art. 6(5) changes that enabled business users to try out the new opportunities that it created.
72. Finally, also in February, Google responded to around 70 written questions from CSSs asking for clarifications on a range of matters related to its design changes and the new opportunities it created.
73. **Outreach to end users.** Google sought feedback from end users via user surveys and the live beta testing of its new designs.
74. **Feedback.** The feedback Google heard was contradictory and conflicting, which reflects the serious and fundamental tension between the interests of VSSs and direct suppliers.

j) any involvement of external consultants in the elaboration of the measure, including a description of the consultants' mission, whether they are independent from the Undertaking, a description of both their output and the methodology used to reach that output and, if applicable, an explanation of the reasons why the recommendations made by the external consultants were not followed;

75. Not applicable.

k) any alternative measures whose feasibility or implications has been assessed and the reasons for not choosing them and, in particular, where relevant (e.g., interoperability), the results of the evaluation of existing open standards and/or state of the art implementations and the reasons for not choosing them;

76. Google engaged with a large number of stakeholders to solicit feedback. As a result of the feedback, Google made a series of adjustments and amendments to its designs. That said, Google did not reflect all feedback. In many cases, the feedback from different stakeholders was contradictory and diametrically opposed. In some instances, VSSs suggested changes that by their admission would “degrade” Google Search, for example removing product ads, or removing query shortcut chips, prices, ratings and reviews. Such

demands are incompatible with the “state of the art” of an OSE’s operation and would result in serious harm for both users and direct suppliers.

l) any action taken to inform end users and/or business users of the measure, their feedback; and any changes to the measure implemented on the basis of this feedback;

77. See Section XV.B.3(i) above.

m) where applicable, the interaction with measures the Undertaking has implemented to ensure compliance with other obligations under Regulation (EU) 2022/1925;

78. Not applicable.

n) where applicable, all actions taken to protect integrity, security or privacy (e.g., data access, data retention policies) pursuant to the relevant provisions in Regulation (EU) 2022/1925 and why these measures are strictly necessary and justified and there are no less restrictive means to achieve these goals;

79. Not applicable.

o) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;

80. **[Confidential]**

p) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;

81. **[Confidential]**

q) a set of indicators which allow or will allow based on their future evolution the assessment of whether the measures implemented by the Undertaking to ensure compliance are ‘effective in achieving the objectives of this Regulation and of the relevant obligation’, as required by Article 8 of Regulation (EU) 2022/1925, including an explanation why the Undertaking considers these indicators to be the most suitable;

82. Google is monitoring compliance with Art. 6(5) based on certain main indicators. These are not in themselves indicative of any possible non-compliance issue but serve to identify possible areas of further inquiry and may evolve over time.

r) any relevant data which can inform whether the measure is or will be effective in achieving the objectives of Regulation (EU) 2022/1925, such as, depending on the circumstances, data on the evolution of the number of active end users and active business users for the relevant core

platform service and, for each relevant obligation, the interaction of end users with choice screens and consent forms, the amount of in-app purchases, the number of pre-installed defaults as well as yearly revenues from payments related to those pre-installed defaults, counts of end users who switch, counts of business users who obtain data access, etc. Provide an exact definition of the terms used and a detailed calculation explanation;

83. See Section XV.B.3(q) above.

s) any internal systems and tools used to monitor the effectiveness of the measure and the output of such internal systems and tools;

84. See Section XV.B.3(q) above.

t) where applicable, when compliance requires granting third parties (e.g., business users), access to data, interfaces or other technical features of the service: describe the procedure for third parties to obtain such access (including how third parties will be informed of this possibility), the scope (including terms and conditions attached to the access), the format, and the frequency (e.g. real time) and any other relevant information (e.g. whether the shared data/interface or other technical feature can be independently audited, data access policies, data retention policies and measures to enable secure data access).

85. Business users can participate in the features described in section XV.B.2 on an open and non-discriminatory basis. Google has published support pages and communicated guidance on how to participate in the new features to business users and has run a beta test for business users so that they can try out these features prior to launch. See Section XV.B.2 and XV.B.3(i) above for a list of published pages and guidance.

B.4 Google's Assessment of Compliance (Section 2.1.3)

86. Google maintains a compliance readiness programme designed to identify and address compliance risks, and ensure that Google's products and services are compliant with applicable regulations.

B.5 List of Reports to the Management Body (Section 2.1.4)

87. [Confidential]

B.6 Summary of Feedback from Business Users and End Users (Section 2.1.5)

88. Given the requirement to comply with Art. 6(5) does not apply until 6 March 2024, Google has not to date received feedback on its compliance with this article.

XVI. Art. 6(6)

A. Compliance Statement (Section 2.1.1)

89. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(6) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

90. Google Search already complied with Art. 6(6) prior to the DMA. It does not impose any restrictions on the end users' ability to switch or multi-home across different services accessed through Google Search. Google Search does not impose any limitations on the services and digital content that end users can access and use on the website of any business user. Nor did it do so prior to the DMA's adoption.

XVII. Art. 6(7)

91. Art. 6(7) does not apply to Google Search because it only applies to operating system and virtual assistant CPSs.

XVIII. Art. 6(8)

92. Art. 6(8) does not apply to Google Search because it only applies to online advertising service CPSs.

XIX. Art. 6(9)

A. Compliance Statement (Section 2.1.1)

93. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(9) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

94. See the Art. 6(9) Chapter that describes Google's compliance measures for Art. 6(9) with respect to all its designated CPSs.

XX. Art. 6(10)

A. Compliance Statement (Section 2.1.1)

95. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(10) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

96. Google Search already complied with Art. 6(10) prior to the DMA. Google describes its compliance with Art. 6(10) in more detail in the Art. 6(10) Chapter.

XXI. Art. 6(11)

A. Compliance Statement (Section 2.1.1)

97. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(11) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

B.1 Status Prior to DMA Implementation

98. Prior to DMA implementation, Google made some Google Search data available to the general public via Google Trends. Google Trends provides insights on the popularity of queries based on two samples of data: (i) a real-time data sample covering the last seven days, and (ii) a non-real-time data sample going as far back as 2004.²⁵⁰

B.2 DMA Compliance Changes

99. To comply with Art. 6(11), Google developed a new European Search Dataset Licensing Program. Under that Program third-party OSEs can obtain Google search data on more than one billion distinct queries across all 30 EEA countries (the **Dataset**). The sections below describe Google's European Search Dataset Licensing Program.

Dataset specification

100. The Dataset that Google makes available under its Licensing Program covers query, click, view, and ranking data.

Anonymisation

101. To comply with the anonymisation obligation of Art. 6(11), the Dataset is anonymised based on frequency thresholding. Google is in the process of implementing additional mechanisms to add in a privacy-safe manner data that does not pass the requisite frequency thresholds.

Pricing

102. Google charges a fair, reasonable, and non-discriminatory price for the Dataset. To establish the pricing for the Dataset, Google looked at the pricing of broadly similar offerings in the market.

Non-price terms

103. Google's non-price terms for the Dataset will specify the licence scope in line with the DMA's requirements and objectives and will include suitable standards for ensuring the safety and integrity of the data.

Access process

104. Participation in Google's European Search Dataset Licensing Program is subject to contract.
105. Application for a licence is easy and straightforward. Interested OSEs can indicate their interest and ask for further information by contacting Google at the email addresses below. The application process opens on 7 March 2024. The first dataset will be made available from 1 April 2024 following review of applications and conclusion of Dataset licences.

²⁵⁰ See [FAQ about Google Trends data](#).

How to contact Google to indicate interest and ask for further information

More information on Google's European Search Dataset Licensing Program is available at:

<https://developers.google.com/search/help/about-search-data-program>

To indicate interest to take a licence and for further information on the licensing process contact:

ESDLP-partnerships@google.com

For further information on other matters contact Google at:

ESDLP-technical@google.com for technical enquiries

ESDLP-privacy@google.com for questions on privacy and anonymisation

ESDLP-feedback@google.com to provide general feedback

106. To qualify for a licence for the Dataset, interested licensees must meet various conditions relating to the service they operate, their track record of safeguarding data, their financial viability, connection to state actors, and SEO activities.

B.3 List of Information (Section 2.1.2)

a) the relevant situation prior to the implementation of the measure and how the newly introduced measure ensures compliance with the obligations laid down in Articles 5 to 7 of Regulation (EU) 2022/1925;

107. Please see Section XXI.B.2 above. Google developed a comprehensive European Search Dataset Licensing Program to comply with the requirements of Art. 6(11).

b) when the measure was implemented;

108. Google presented the Search Dataset Licensing Program to third-party OSEs in February 2024 and it became fully operational on 6 March 2024.

c) the scope of the measure in terms of the products/services/devices covered;

109. The measures cover Google's OSE, Google Search.

d) the geographic scope of the measure (e.g., if the implementation of the measure extends beyond the EEA, please specify);

110. The Dataset covers search data related to users in the EEA and is available for OSEs whose services are directed at users in the EEA.

e) any technical/engineering changes that were made in connection with the implementation of the measure concerned (e.g., on data flows and internal data usage policies, security aspects, tracking of new metrics, Application Programming Interfaces (APIs), operation system (OS) functionalities, parameters of ranking algorithms and methodologies used to rank, classify or make results more prominent, or parameters of online advertising auctions);

111. Google has made the following technical / engineering changes to comply with Art. 6(11):

- (a) Google has created a mechanism to compile the Dataset that it makes available under its European Search Dataset Licensing Program.
- (b) Google has established anonymisation processes to anonymise the Dataset, as described under Section XXI.B.2 above.
- (c) Google has created a distribution mechanism to safely share the Dataset with OSE recipients.

f) any changes to the customer experience made in connection with the implementation of the measure concerned (e.g., changes in the customer interface, choice screens, consent forms, warning messages, system updates, functionalities available, or customer journey to access functionalities);

112. Not applicable.

g) any changes to (i) the remuneration flows in connection with the use of the Undertaking's core platform service (e.g. fee structure, level of the fees, revenue share for the relevant service(s), introduction of new fees, provisions and practices related to the business users' pricing policy, other remuneration flows between the Undertaking and the business users or end users, as applicable) and (ii) the other terms and conditions provided to end users and business users (or individually negotiated agreements with business and/or end users), or where applicable, changes to existing terms and conditions, required by the implementation of the measure concerned (e.g. privacy policy, conditions for access and interoperability and any other relevant clauses);

113. Art. 6(11) concerns the relation between Google Search and its search competitors. Google's implementation of Art. 6(11) therefore did not involve changes to the relationship with Google's end users or business users.

h) any other relevant changes made in connection with the implementation of the measure concerned not covered by points e) to g) above;

114. Not applicable.

i) any consultation with end users, business users and/or any interested parties that has been carried out in the context of (i) the elaboration of the measure and/or (ii) the implementation of the measure, and how the input of these consulted parties has been taken into account. Provide a list of end users, business users and/or any interested parties consulted in this context and a high level description of the topic of the consultation with those users/parties;

115. Google reached out to and engaged with OSEs, which are the beneficiaries of Art. 6(11). Google also consulted with third-party privacy experts on the design of its anonymisation mechanisms.

j) any involvement of external consultants in the elaboration of the measure, including a description of the consultants' mission, whether they are independent from the Undertaking, a description of both their output and the methodology used to reach that output and, if applicable, an explanation of the reasons why the recommendations made by the external consultants were not followed;

116. Not applicable.

k) any alternative measures whose feasibility or implications has been assessed and the reasons for not choosing them and, in particular, where relevant (e.g., interoperability), the results of the evaluation of existing open standards and/or state of the art implementations and the reasons for not choosing them;

117. Google developed its European Search Dataset Licensing Program in an interactive process during which Google considered various options for different aspects of the Program and Google refined multiple elements as part of that process.

l) any action taken to inform end users and/or business users of the measure, their feedback; and any changes to the measure implemented on the basis of this feedback;

118. See Section XV.B.3(i) above.

m) where applicable, the interaction with measures the Undertaking has implemented to ensure compliance with other obligations under Regulation (EU) 2022/1925;

119. Not applicable.

n) where applicable, all actions taken to protect integrity, security or privacy (e.g., data access, data retention policies) pursuant to the relevant provisions in Regulation (EU) 2022/1925 and why these measures are strictly necessary and justified and there are no less restrictive means to achieve these goals;

120. Google supplements the anonymisation measures that it developed in compliance with the requirements of Art. 6(11) with contractual terms that are designed to protect the safety and integrity of the Dataset that it makes available under its European Search Dataset Licensing Program as described in Section XXI.B.2 above.

o) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;

121. [Confidential]

p) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;

122. Not applicable.

q) a set of indicators which allow or will allow based on their future evolution the assessment of whether the measures implemented by the Undertaking to ensure compliance are 'effective in achieving the objectives of this Regulation and of the relevant obligation', as required by Article 8 of Regulation (EU) 2022/1925, including an explanation why the Undertaking considers these indicators to be the most suitable;

123. Google is monitoring compliance with Art. 6(11) based on certain main indicators. These are not in themselves indicative of any possible non-compliance issue but serve to identify possible areas of further inquiry and may evolve over time.

r) any relevant data which can inform whether the measure is or will be effective in achieving the objectives of Regulation (EU) 2022/1925, such as, depending on the circumstances, data on the evolution of the number of active end users and active business users for the relevant core platform service and, for each relevant obligation, the interaction of end users with choice screens and consent forms, the amount of in-app purchases, the number of pre-installed defaults as well as yearly revenues from payments related to those pre-installed defaults, counts of end users who switch, counts of business users who obtain data access, etc. Provide an exact definition of the terms used and a detailed calculation explanation;

124. See Section XXI.B.3(q) above.

s) any internal systems and tools used to monitor the effectiveness of the measure and the output of such internal systems and tools;

125. See Section XXI.B.3(q) above.

t) where applicable, when compliance requires granting third parties (e.g., business users), access to data, interfaces or other technical features of the service: describe the procedure for third parties to obtain such access (including how third parties will be informed of this possibility), the scope (including terms and conditions attached to the access), the format, and the frequency (e.g. real time) and any other relevant information (e.g. whether the shared data/interface or other technical feature can be independently audited, data access policies, data retention policies and measures to enable secure data access).

126. Google's compliance with Art. 6(11) involves providing OSEs with access to Google search data under Google's European Search Dataset Licensing Program as described in Section XXI.B.2 above.

B.4 Google's Assessment of Compliance (Section 2.1.3)

127. Google maintains a compliance readiness programme designed to identify and address compliance risks, and ensure that Google's products and services are compliant with applicable regulations.

B.5 List of Reports to the Management Body (Section 2.1.4)

128. [Confidential]

B.6 Summary of Feedback from Business Users and End Users (Section 2.1.5)

129. Given the requirement to comply with Art. 6(11) does not apply until 6 March 2024, Google has not yet received feedback on its compliance with this article.

XXII. Art. 6(12)

A. Compliance Statement (Section 2.1.1)

130. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(12) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

131. Google Search already complied with Art. 6(12) prior to the DMA because access to Google Search is free and open for business users. The business users of Google Search are commercial websites that are part of the Google Search index. Google Search does not require websites to enter into any terms or conditions of access to be part of its search index. Nor does it have any contractual terms (written or unwritten) that govern the provision of services by Google Search to the websites that are in Google's index. Rather, Google Search renders a service to end users and as part of that service unilaterally includes websites in its index to generate search results that it shows to end users.

XXIII. Art. 6(13)

A. Compliance Statement (Section 2.1.1)

132. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(13) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

133. Google Search already complied with Art. 6(13) prior to the DMA:

- (a) **End users.** Google Search does not impose any conditions on users with regard to users' ability to terminate usage of Google Search. Users can simply stop using Google Search if they so wish.
- (b) **Business users.** Google Search does not impose any conditions on the ability of business users to terminate their usage of Google Search. Websites are free to block Google Search from crawling and indexing their websites at any time by adding standard mark-up to their webpages.

XXIV.Art. 7

134. Art. 7 does not apply to Google Search because it only applies to number-independent interpersonal communications service CPSs.

Non-confidential summary of Google Shopping Chapter

I. Introduction

1. According to the Commission, Google Shopping is an online intermediation service (**OIS**) core platform service (**CPS**) as defined under Art. 2(5) DMA that cross-refers to Art. 2(2) of Regulation (EU) 2019/1150.²⁵¹
2. To prepare for DMA obligations applicable to Google Shopping, Google has developed:
 - (a) New controls for cross-service exchanges of personal data (see Art. 5(2) Chapter),
 - (b) New Google-wide policy and compliance training, to unify pre-existing controls into a comprehensive Art. 6(2)-compliant programme (see Art. 6(2) Chapter), and
 - (c) New functionality to enhance existing data portability opportunities (see Art. 6(9) Chapter).
3. As described below, Google Shopping already complied with Art. 5(3), Art. 5(4), Art. 5(6), Art. 5(5), Art. 5(7), Art. 5(8), Art. 6(2), Art. 6(5), Art. 6(6), Art. 6(10), and Art. 6(13) prior to the DMA's adoption. And Art. 5(9), Art. 5(10), Art. 6(3), Art. 6(4), Art. 6(7), Art. 6(8), Art. 6(11), Art. 6(12) and Art. 7 do not apply to Google Shopping.

II. Business Users of Google Shopping (Section 2.2)

4. [Confidential]

III. Art. 5(2)

A. Compliance Statement (Section 2.1.1)

5. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(2) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

6. See the Art. 5(2) Chapter that describes Google's compliance measures for Art. 5(2) with respect to all its designated CPSs.

IV. Art. 5(3)

A. Compliance Statement (Section 2.1.1)

7. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(3) of Regulation (EU) 2022/1925.

²⁵¹ Alphabet Designation Decision, para. 35.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

8. Google Shopping already complied with Art. 5(3) prior to the DMA. Google Shopping's contracts do not contain any terms that prevent business users from offering products at prices or conditions that are different from those offered through the online intermediation services of the gatekeeper (**MFN clauses**). Nor did its contracts contain MFN clauses prior to the DMA's adoption.
9. To ensure compliance with Art. 5(3) Google undertook an audit exercise to identify any contract templates or active contracts that contained MFN clauses. Google Shopping's contract templates and active contracts had no MFN clauses that needed to be removed or waived.

V. Art. 5(4)

A. Compliance Statement (Section 2.1.1)

10. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(4) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

11. Google Shopping already complied with Art. 5(4) prior to the DMA. It does not have any restrictions on how its business users communicate and promote offers to or conclude contracts with end users outside Google Shopping. Nor did it have any such restrictions prior to the DMA's adoption.

VI. Art. 5(5)

A. Compliance Statement (Section 2.1.1)

12. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(5) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

13. Google Shopping already complied with Art. 5(5) prior to the DMA. It does not limit the end users' ability to access and use content, subscriptions, features or other items offered by business users, irrespective of where these items have been acquired. Nor did it do so prior to the DMA's adoption.
14. In any event, Google Shopping's end users do not use business users' software applications in the context of their use of Google Shopping.

VII. Art. 5(6)

A. Compliance Statement (Section 2.1.1)

15. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(6) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

16. Google Shopping already complied with Art. 5(6) prior to the DMA because it does not have terms in its contracts with business users or end users that prevent them from raising issues of non-compliance with the law with any public authority, including national courts, related to any practice of Google.
17. Nonetheless, for the avoidance of doubt, Google issued a public statement on its website that it does not and will not interpret its existing contracts in a way that is contrary to Art. 5(6).²⁵² A screenshot of this public statement is included below.

Digital Markets Act
Raising Issues with
Public Authorities

Google does not interpret any provisions, including confidentiality provisions, in its contracts or terms of service that are in scope of the Digital Markets Act, as preventing counterparties from raising any issue of non-compliance with the law or with any relevant public authority. This is without prejudice to the operation of lawful complaints-handling mechanisms that are laid down in agreements with business users, as defined by the Digital Markets Act.

VIII. Art. 5(7)

A. Compliance Statement (Section 2.1.1)

18. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(7) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

19. Google Shopping already complied with Art. 5(7) prior to the DMA. It does not require its end users or business users to exclusively use Google's identification service, payment service or web browser engine on the business users' website. Nor did it do so prior to the DMA's adoption.

IX. Art. 5(8)

A. Compliance Statement (Section 2.1.1)

20. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(8) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

21. Google Shopping already complied with Art. 5(8) prior to the DMA. It does not require end users or business users to register or subscribe with any other Google CPSs. Nor did Google require such registration or subscription prior to the DMA's adoption.

X. Art. 5(9)

22. Art. 5(9) does not apply to Google Shopping because it only applies to online advertising service CPSs.

²⁵² See [Data Protection Law Compliance - Business Data Responsibility](#).

XI. Art. 5(10)

23. Art. 5(10) does not apply to Google Shopping because it only applies to online advertising service CPSs.

XII. Art. 6(2)

A. Compliance Statement (Section 2.1.1)

24. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(2) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

25. See the Art. 6(2) Chapter that describes Google's compliance measures for Art. 6(2) with respect to all its designated CPSs.

XIII. Art. 6(3)

26. Art. 6(3) does not apply to Google Shopping because it only applies to operating system, web browser, and virtual assistant CPSs.

XIV. Art. 6(4)

27. Art. 6(4) does not apply to Google Shopping because it only applies to operating system CPSs.

XV. Art. 6(5)

A. Compliance Statement (Section 2.1.1)

28. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(5) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

29. Google Shopping already complied with Art. 6(5) prior to the DMA. It ranks and displays results for offers in the same way irrespective of whether they are provided by Google or third parties. Google Shopping did so prior to the DMA's adoption.

XVI. Art. 6(6)

A. Compliance Statement (Section 2.1.1)

30. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(6) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

31. Google Shopping already complied with Art. 6(6) prior to the DMA. It does not impose any restrictions on the end users' ability to switch or multi-home across different services accessed through Google Shopping. Google Shopping does not impose any limitations on the services and digital content that end users can access and use on the website of any business user. Nor did it do so prior to the DMA's adoption.

XVII. Art. 6(7)

32. Art. 6(7) does not apply to Google Shopping because it only applies to operating system and virtual assistant CPSs.

XVIII. Art. 6(8)

33. Art. 6(8) does not apply to Google Shopping because it only applies to online advertising service CPSs.

XIX. Art. 6(9)

A. Compliance Statement (Section 2.1.1)

34. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(9) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

35. See the Art. 6(9) Chapter that describes Google's compliance measures for Art. 6(9) with respect to all its designated CPSs.

XX. Art. 6(10)

A. Compliance Statement (Section 2.1.1)

36. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(10) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

37. Google Shopping already complied with Art. 6(10) prior to the DMA. Google describes its compliance with Art. 6(10) in more detail in the Art. 6(10) Chapter.

XXI. Art. 6(11)

38. Art. 6(11) does not apply to Google Shopping because it only applies to online search engine CPSs.

XXII. Art. 6(12)

39. Art. 6(12) does not apply to Google Shopping because it only applies to software application store, online search engine, and online social networking service CPSs.

XXIII. Art. 6(13)

A. **Compliance Statement (Section 2.1.1)**

40. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(13) of Regulation (EU) 2022/1925.

B. **Description of Compliance (Section 2.1.2 - 2.1.5)**

41. Google Shopping already complied with Art. 6(13) prior to the DMA:
- (a) **End users.** Google Shopping does not impose any conditions on users with regard to users' ability to terminate usage of Google Shopping. Users can simply stop using Google Shopping if they wish.
 - (b) **Business users.** Business users appear on Google Shopping by providing data feeds on their products and services via Merchant Center. Business users accept Google Merchant Center Terms of Service when creating a Merchant Center account. Per those terms, business users can terminate their use of Google Google Shopping at any time by closing their Merchant Centre account and ceasing to use it.

XXIV. Art. 7

42. Art. 7 does not apply to Google Shopping because it only applies to number-independent interpersonal communications service CPSs.

Non-confidential summary of YouTube Chapter

I. Introduction

1. YouTube is a video-sharing platform core platform service (CPS) as defined under Arts. 2(2)(d) and 2(8) of the DMA. YouTube enables content providers to make audio-visual content available to its end users to inform, entertain or educate and for end users to explore, watch, and share this content.²⁵³ The YouTube CPS consists of the YouTube website and the YouTube apps and covers all features and functionalities made available as part of the service, and all of the access points that allow users to make available or consume content on YouTube.²⁵⁴
2. To prepare for DMA obligations applicable to YouTube, Google has developed:
 - (a) New controls for cross-service exchanges of personal data (see Art. 5(2) Chapter),
 - (b) New Google-wide policy and compliance training, to unify pre-existing controls into a comprehensive Art. 6(2)-compliant programme (see Art. 6(2) Chapter), and
 - (c) New functionality to enhance existing data portability opportunities (see Art. 6(9) Chapter).
3. As described below, YouTube already complied with Art. 5(4), Art. 5(5), Art. 5(6), Art. 5(7), Art. 5(8), Art. 6(2), Art. 6(5), Art. 6(6), Art. 6(10), and Art. 6(13) prior to the DMA's adoption. And Art. 5(3), Art. 5(9), Art. 5(10), Art. 6(3), Art. 6(4), Art. 6(7), Art. 6(8), Art. 6(11), Art. 6(12), and Art. 7 do not apply to YouTube.

II. Business Users of YouTube (Section 2.2)

4. [Confidential]

III. Art. 5(2)

A. **Compliance Statement (Section 2.1.1)**

5. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(2) of Regulation (EU) 2022/1925.

B. **Description of Compliance (Section 2.1.2 - 2.1.5)**

6. See the Art. 5(2) Chapter that describes Google's compliance measures for Art. 5(2) with respect to all its designated CPSs.

²⁵³ Alphabet Designation Decision, para. 106.

²⁵⁴ Alphabet Designation Decision, para. 107.

IV. Art. 5(3)

7. Art. 5(3) does not apply to YouTube because it only applies to online intermediation service CPSs.

V. Art. 5(4)

A. Compliance Statement (Section 2.1.1)

8. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(4) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

9. YouTube already complied with Art. 5(4) prior to the DMA. It allows its business users to communicate and promote offers to, and conclude contracts with, end users outside the YouTube platform in the EEA. These features have been in place prior to the DMA's adoption.

VI. Art. 5(5)

A. Compliance Statement (Section 2.1.1)

10. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(5) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

11. YouTube already complied with Art. 5(5) prior to the DMA. YouTube does not limit or control end users' ability to consume digital content or services in any software application of a business user, irrespective of where these items have been acquired. Nor did it do so prior to the DMA's adoption.
12. End users, in any event, do not use business users' software applications in the context of their use of YouTube, and YouTube does not impose any restrictions on end users' ability to consume digital content or services outside the YouTube platform.

VII. Art. 5(6)

A. Compliance Statement (Section 2.1.1)

13. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(6) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

14. YouTube already complied with Art. 5(6) prior to the DMA. It does not have terms in its contracts with business users or end users that prevent them from raising issues of non-compliance with the law with any public authority, including national courts, related to any practice of Google.

15. Nonetheless, for the avoidance of doubt, Google issued a public statement on its website that it does not and will not interpret its existing contracts in a way that is contrary to Art. 5(6).²⁵⁵ A screenshot of this public statement is included below.

Digital Markets Act Raising Issues with Public Authorities

Google does not interpret any provisions, including confidentiality provisions, in its contracts or terms of service that are in scope of the Digital Markets Act, as preventing counterparties from raising any issue of non-compliance with the law or with any relevant public authority. This is without prejudice to the operation of lawful complaints-handling mechanisms that are laid down in agreements with business users, as defined by the Digital Markets Act.

VIII. Art. 5(7)

A. Compliance Statement (Section 2.1.1)

16. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(7) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

17. YouTube already complied with Art. 5(7) prior to the DMA. It does not require its end users or business users to exclusively use Google's identification service, payment service or web browser engine on the business users' website. Nor did it do so prior to the DMA's adoption.

IX. Art. 5(8)

A. Compliance Statement (Section 2.1.1)

18. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 5(8) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

19. YouTube already complied with Art. 5(8) prior to the DMA. It does not require end users or business users to register or subscribe with any other Google CPSs. Nor did Google require such registration or subscription prior to the DMA's adoption.

X. Art. 5(9)

20. Art. 5(9) does not apply to YouTube because it only applies to online advertising service CPSs.

XI. Art. 5(10)

21. Art. 5(10) does not apply to YouTube because it only applies to online advertising service CPSs.

²⁵⁵ See [Data Protection Law Compliance - Business Data Responsibility](#).

XII. Art. 6(2)

A. Compliance Statement (Section 2.1.1)

22. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(2) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

23. See the Art. 6(2) Chapter that describes Google's compliance measures for Art. 6(2) with respect to all its designated CPSs.

XIII. Art. 6(3)

24. Art. 6(3) does not apply to YouTube because it only applies to operating system, web browser, and virtual assistant CPSs.

XIV. Art. 6(4)

25. Art. 6(4) does not apply to YouTube because it only applies to operating system CPSs.

XV. Art. 6(5)

A. Compliance Statement (Section 2.1.1)

26. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(5) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

27. YouTube already complied with Art. 6(5) prior to the DMA. YouTube applies fair, transparent and equal ranking conditions to all audiovisual content on the platform and did so prior to the DMA's adoption.²⁵⁶

XVI. Art. 6(6)

A. Compliance Statement (Section 2.1.1)

28. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(6) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

29. YouTube already complied with Art. 6(6) prior to the DMA. It does not impose any restrictions on the end users' ability to switch or multi-home across different services accessed through YouTube. Nor did it do so prior to the DMA's adoption. YouTube does not impose any limitations on the services and digital content that end users can access and use on the website of any business user.

²⁵⁶ See How YouTube Works - [YouTube Search](#) and [Recommended Videos](#).

XVII. Art. 6(7)

30. Art. 6(7) does not apply to YouTube because it only applies to operating system and virtual assistant CPSs.

XVIII. Art. 6(8)

31. Art. 6(8) does not apply to YouTube because it only applies to online advertising service CPSs.

XIX. Art. 6(9)

A. Compliance Statement (Section 2.1.1)

32. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(9) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

33. See the Art. 6(9) Chapter that describes Google's compliance measures for Art. 6(9) with respect to all its designated CPSs.

XX. Art. 6(10)

A. Compliance Statement (Section 2.1.1)

34. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(10) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

35. YouTube already complied with Art. 6(10) prior to the DMA. Google describes its compliance with Art. 6(10) in more detail in the Art. 6(10) Chapter.

XXI. Art. 6(11)

36. Art. 6(11) does not apply to YouTube because it only applies to online search engine CPSs.

XXII. Art. 6(12)

37. Art. 6(12) does not apply to YouTube because it only applies to software application store, online search engine, and online social networking service CPSs.

XXIII. Art. 6(13)

A. Compliance Statement (Section 2.1.1)

38. Google confirms that as of 6 March 2024 it has ensured compliance with the obligation laid down in Art. 6(13) of Regulation (EU) 2022/1925.

B. Description of Compliance (Section 2.1.2 - 2.1.5)

39. YouTube already complied with Art. 6(13) prior to the DMA:

- (a) **End users.** End users can terminate the ad-supported YouTube service at any time without any conditions. Equally, end users who subscribe to a paid service, such as a YouTube Premium, can “cancel the subscription any time” and “the cancellation will take effect at the end of the current billing period”, as set out in YouTube’s Paid Service terms of service.²⁵⁷ There are no termination fees.

Cancelling a subscription is simple and can be exercised without undue difficulty. Users are provided with a clearly labelled direct link in-product to cancel their subscription, and YouTube provides clear step-by-step explanations to users – including a video tutorial – to help them cancel their subscription on all types of devices (*i.e.*, Android, computer, iPhone and iPad).²⁵⁸

- (b) **Business users.** All of YouTube’s termination provisions in its existing contracts comply with Art. 6(13).

XXIV. Art. 7

40. Art. 7 does not apply to YouTube because it only applies to number-independent interpersonal communications service CPSs.

²⁵⁷ See [YouTube Paid Terms of Service](#), 4.3.

²⁵⁸ See [Cancel your Premium membership - Android - YouTube Help \(google.com\)](#).