

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

**Published date:** 7 March 2025

# INTRODUCTION

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 (**CPSSs**): 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 2025.

## 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 the compliance solutions that it has implemented to 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 details<sup>1</sup> 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.<sup>2</sup> Provide also the original written Power of Attorney for such representative(s) (based on the model Power of Attorney available on the Commission’s website<sup>3</sup>).**
3. **[Confidential]**

---

<sup>1</sup> Please use the “eRFI contact details template” on the DMA website: [https://digital-markets-act.ec.europa.eu/about-dma/practical-information\\_en#templates](https://digital-markets-act.ec.europa.eu/about-dma/practical-information_en#templates).

<sup>2</sup> 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.

<sup>3</sup> Accessible here: [https://digital-markets-act.ec.europa.eu/legislation\\_en](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 compliance officers, including a head of 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 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 2024.

- 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 the following 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 (see Section 3.1.3 for more details) 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 supports 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.
- 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.
17. [Confidential]

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

## I. Introduction

1. To comply with Art. 5(2)(b)-(c) DMA, Google developed and launched controls for cross-service exchanges of end user personal data as required by Art. 5(2). These controls are additional to Google's pre-existing wide array of privacy and security controls.
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 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 works with advertisers and publishers to 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 2025, 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 6 March 2025**

8. Google's Art. 5(2) solution as described in its first Compliance Report has been in operation since 6 March 2024 without modification, except for some minor clarification changes to the wording of the consent requests and updates to its EEA privacy policy, as discussed with the Commission and as detailed in section B.2 below.

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

9. To comply with Art. 5(2), Google maintains a consent framework to provide users with consent options for cross-service end user personal data processing covered by Art. 5(2).
10. This consent framework operates on the basis of the following governing principles:
  - (a) Consent is provided on a per-CPS basis, with each CPS operating as a separate data entity.
  - (b) The consent options complement existing consent options to ensure a coherent implementation of various relevant legislations, as required by the DMA.
  - (c) Consent options are transparent, simple and clear, and provide users with symmetrical, equally-weighted options to reject all or accept all, and a prominent option to customise their choices.
  - (d) 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.
11. When an end 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 end 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).
12. Non-consented end users are able to use a "*less personalized 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 end user's experience will be preserved.
13. Signed-out users with an EEA IP address are treated as non-consenting users. Google therefore does not prompt signed-out users to make an Art. 5(2) consent choice and does not use their personal data for cross-service data processing covered by Art. 5(2).<sup>4</sup>
14. In the backend, Google has developed the necessary infrastructure to record users' Art. 5(2) consent choices and respect these choices throughout Google's systems.

---

<sup>4</sup> 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.

15. With respect to Art. 5(2)(a), Google relies on its third-party consent framework (the “EU user consent policy”).<sup>5</sup> Under this framework, Google 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. Under this framework, Google has requirements for advertising partners to send Google affirmative signals representing such users’ consent statuses.
16. 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 integrated with the IAB’s Transparency and Consent Framework (**TCF**)<sup>6</sup>, and for advertisers (e.g., when uploading remarketing lists), the mechanism can also be based on the Consent mode feature.<sup>7</sup> Absent confirmation that requisite consents have been obtained, Google does not process the end user’s data for the purpose of providing personalised advertising services.

## **B.2 DMA-related changes since 6 March 2024**

17. Since 6 March 2024, Google has made minor, non-substantive adjustments to its existing compliance measures.
18. Google slightly amended its Art. 5(2) consent requests. The changes include: a clarification across Art. 5(2) screens that the display of personalised ads also depends on end users’ age (Google does not show personalised ads for underage users), and statements on the customise page that reiterate that linked services can share data with each other and all other linked Google services, that services not listed “*are always linked*” and that “[i]n Germany, some services cannot be linked.”

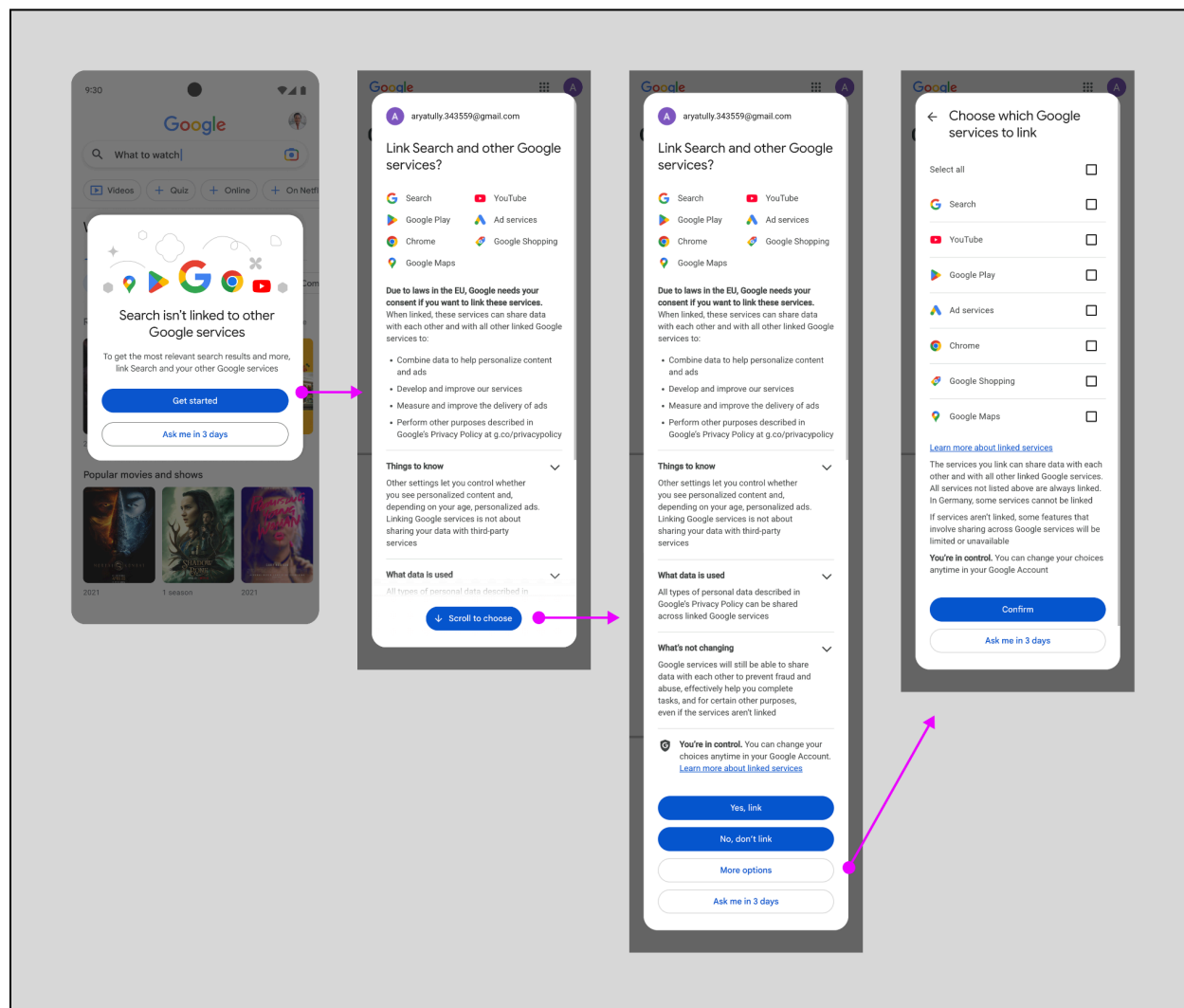
---

<sup>5</sup> See [EU user consent policy](#).

<sup>6</sup> 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](#).

<sup>7</sup> See [About consent mode](#) and [Updates to consent mode for traffic in European Economic Area \(EEA\)](#).

## Google's Art. 5(2) consent flow for Google Search (as of February 2025)



19. Google also updated its EEA privacy policy on 28 March 2024 and 16 September 2024.<sup>8</sup>

<sup>8</sup> See [Privacy Policy – Privacy & Terms – Google](#) and [How Google uses information from sites or apps that use our services – Privacy & Terms – Google](#).

### 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;*

*b) when the measure was implemented;*

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

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

*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);*

*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);*

*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);*

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

20. Sections II.B.3(a)-(h) are not applicable because Google did not implement new measures since 6 March 2024 to comply 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;*

21. Google conducted outreach and engaged with stakeholders on its Art. 5(2) measures through various means, including by participating in the Alphabet DMA Compliance Workshop hosted by the European Commission on 21 March 2024 that covered Google's compliance with the data-related obligations, including Art. 5(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;*

*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;*

*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. Sections II.B.3(j)-(l) are not applicable because Google did not implement new measures since 6 March 2024 to comply with 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;*

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. [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;*

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. 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;*

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. [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).*

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. [Confidential]

# 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. To reinforce compliance with the DMA, Google enhanced and expanded upon these measures by creating a unified, global Art. 6(2) DMA compliance approach based on policies, trainings, and technical controls to ensure compliance.

## II. Art. 6(2)

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

3. Google confirms that as of 6 March 2025 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 6 March 2025**

4. Google's approach to compliance with Art. 6(2) remains consistent with the description in the first Compliance Report. This year's report reflects Google's maintenance and further development of its compliance controls, as detailed below.

#### **Technical controls**

5. Google has a number of access and process control systems in place that secure data.

#### **Central Compliance Policy**

6. As described in Google's first Compliance Report, Google adopted 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 (**CPSSs**).

#### **Training**

7. Google has trained relevant staff on the requirements of Art. 6(2).

## B.2 DMA Compliance Changes

8. Since 6 March 2024, Google has continued to maintain and further develop its Art. 6(2) compliance approach.

## 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;*

9. As explained in Section II.B.1 of the Art. 6(2) Chapter of the first Compliance Report of 6 March 2024, prior to the implementation of the DMA, Google already maintained technical controls to ensure that data was only accessed for a valid business purpose. Google introduced enhancements to these controls as part of strengthening and developing its on-going compliance program.

*b) when the measure was implemented;*

10. Google's data access management control systems were already in place prior to 6 March 2024. Google expanded and enhanced its pre-existing controls throughout 2024. .

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

11. The measures discussed in Sections II.B.1 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);*

12. The description of Google's compliance measures in Sections II.B.1 applies 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);*

13. [Confidential]

*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);*

14. 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);*

15. 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;*

16. In addition to the changes described above in Section II.B.1, Google has deployed resources to relevant employees on the meaning, scope, and requirements of the Central Policy.

*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;*

17. Google has not conducted any further consultation with end users, business users, and/or any interested parties since 6 March 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;*

18. Google did not involve external consultants for the design or implementation of its Art. 6(2) compliance solutions.

*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;*

19. Google did not assess alternative measures to ensure compliance with Art. 6(2).

*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;*

20. 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;*

21. 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;*

22. 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;*

23. 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;*

24. 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;*

25. Google is monitoring compliance with Art. 6(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;

26. [Confidential]

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

27. [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).

28. Not applicable.

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

29. 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)**

30. [Confidential]

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

31. [Confidential]



# 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.”<sup>9</sup>
2. The Art. 6(9) obligation “complements” a user’s right to data portability under the GDPR.<sup>10</sup> The DMA states that any data transfer solution must not undermine user privacy and security, and should not contradict the GDPR.<sup>11</sup> 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”. In addition, on 6 March 2024 Google launched its Data Portability API, a new solution built on the functionalities of Takeout to support its Art. 6(9) compliance.
5. Following the launch of the Data Portability API, Google continued to enhance the API. It collected market feedback on the API, and in February 2025 it introduced new features for the API that allow (i) users to grant authorised third parties forward-looking access to data and (ii) developers to apply date-range filters in the export of users’ activity data.
6. Google provides more detailed information below about Takeout and the Data Portability API, which serve as the Art. 6(9) solution across Google’s designated user-facing CPSs.

---

<sup>9</sup> Recital 59, DMA.

<sup>10</sup> See Recital 12 and Art. 8, DMA.

<sup>11</sup> 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).

## II. Art. 6(9)

### A. Compliance Statement (Section 2.1.1)

7. Google confirms that as of 6 March 2025 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)

#### B.1 Status Prior to 6 March 2025

8. Google's approach to compliance with Art. 6(9) remains consistent with the description in the first Compliance Report. This year's report reflects Google's maintenance and further development of its compliance controls, as detailed below.
9. Google complies with Art. 6(9) through two complementary mechanisms:
- Google Takeout – a centralised solution – that provides access *for end users* so that they can download a copy of their data to their own device or export to a cloud storage service to back it up or to upload to another service of their choosing; and
  - Google's Data Portability API, which enables end users to provide *third parties* with direct access to their Google data.

#### Takeout

10. In 2011, Google's Data Liberation Front<sup>12</sup> launched **Takeout** as a user-facing centralised data portability tool. Takeout allows users to easily download a copy of their data from Google products to their own device – 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.

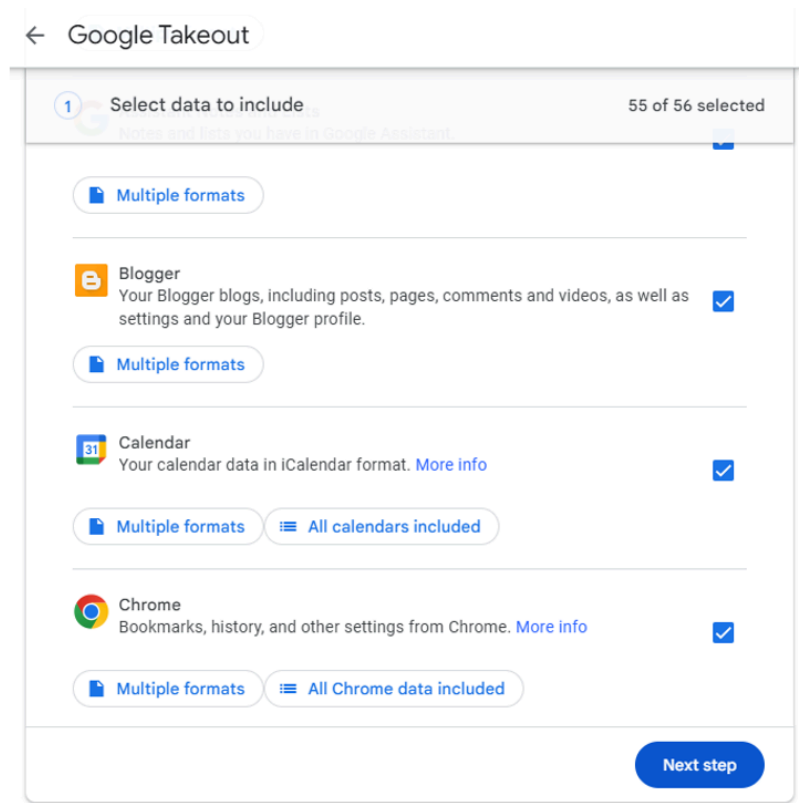
#### **How Takeout works**

11. 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.
12. As shown below, users can choose which data categories to include in a given export.

---

<sup>12</sup> The Data Liberation Front is a team of engineers launched by Google in 2007 to accelerate 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.

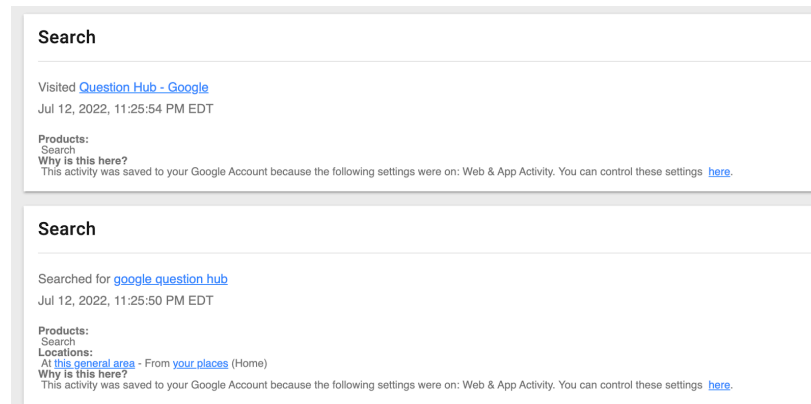
## Selecting data to include in the export



13. 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.
14. 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.”<sup>13</sup>

<sup>13</sup> 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



15. Users may access the Takeout tool whenever they wish, and make as many requests as they like.<sup>14</sup> Users can visit [takeout.google.com](https://takeout.google.com) and request a single export of some or all of their data across as many data categories 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

The screenshot shows the 'Choose file type, frequency & destination' step in the Google Takeout process. At the top, there is a back arrow, the text 'Google Takeout', and a link to 'Send download link via email'. Below this is a blue circle with the number '2' and the text 'Choose file type, frequency & destination'. The 'Frequency' section has two options: 'Export once' (selected with a blue radio button) and 'Export every 2 months for 1 year' (unselected). The 'File type & size' section has a 'File type' dropdown set to '.zip' and a 'File size' dropdown set to '2 GB'. A blue button at the bottom right says 'Create export'.

<sup>14</sup> There is no limit to the number of Takeout requests that end users can make. Google may set up constraints and safeguards to protect the Takeout tool and related systems against abuse or attacks by malicious actors. In particular, restricting the number of daily and concurrent exports per each user prevents system overload that could arise if high volumes of requests are being made in a day or simultaneously, and protects users from abuses by malicious actors.

16. **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.
17. Users can decide whether to download a copy of 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

← Google Takeout

2 Choose file type, frequency & destination

**Delivery method**

- Send download link via email
- Add to Drive
- Add to Dropbox
- Add to OneDrive
- Add to Box

1 export

☐ Export every 2 months for 1 year

6 exports

**File type & size**

.zip

Zip files can be opened on almost any computer.

2 GB

Exports larger than this size will be split into multiple files.

Create export

18. 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

19. Takeout is accessible across various Google surfaces, making it easy to find. Takeout's success is confirmed by consistent growth of data exports.<sup>15</sup>

<sup>15</sup> 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."

### ***Takeout provides users with effective portability***

20. 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.
21. 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.

### **The Data Portability API**

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 further enhance its user data portability process by launching a mechanism that enables users to share a copy of their data directly with authorised third parties: the Data Portability API. Under this solution, users can visit a third-party service and provide the authorisation to that service to export a copy of data the user wants to share with that third party.
23. Throughout 2024, Google gathered feedback on the Data Portability API. On this basis, Google introduced new features to the Data Portability API which allow (i) users to grant authorised third parties with forward-looking access to data and (ii) developers to apply date-range filters in the export of users' data. The specific improvements made to the Data Portability API since its launch in March 2024 are discussed in more detail in Section II.B.3 below.
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 Google's [Data Portability API Developer Policy](#) and other 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) As part of the authorisation flow, users elect (i) what categories of data they wish to share with the third party, and (ii) whether to grant the third party authorisation to make a single transfer of a copy of their existing data,<sup>16</sup> or authorise access for a period of time

---

<sup>16</sup> If the user grants the third party authorisation for a single transfer, authorised third parties are able to make repeated requests for users to authorise export of their data as often as they like.

- 30 days or 180 days - during which the third party can export updated copies of the user's data.<sup>17</sup>

- (e) Once the user authorises the export for the third party, Google creates a copy of the data requested by the authorised third party in machine-readable formats. The copy of the data is then available to the third party as soon as it is processed.
  - (f) Once the copy is complete, the third-party developer can move that copy into their product or service.
  - (g) If the user has authorised forward-looking access for the third party, the third party can repeat steps (e) and (f) during the authorised time window without further user authorisation.
25. Authorised third parties can access all historical users' data or, for users' activity data, apply date-range filters in the export of data they are interested in.
26. The data categories (scopes) available via the Data Portability API are listed in the relevant documentation made available to third party developers.<sup>18</sup>
27. 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

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.

---

<sup>17</sup> If the user grants the third-party authorization for 30 or 180 days, authorised third parties are able to generate a new request every 24 hours.

<sup>18</sup> The documentation is available at: <https://developers.google.com/data-portability/user-guide/scopes>.

- (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.<sup>19</sup> 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 use of data.
- 32. In addition, users can control 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) Exported data is encrypted in transit,
  - (b) Google notifies users when various steps of the export process complete,
  - (c) The export archive remains available only for a limited amount of time.

***Third-party developer verification process overview***

- 34. The verification 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.

---

<sup>19</sup> Recital 12 and Art. 8, DMA. Art. 6(9) must “*complement*” – not contradict – the objective of the GDPR’s own data portability obligation to “*strengthen the data subject’s control over her personal data*”. Recital 68, GDPR and Recital 59, DMA.



- (b) **Screening.** Google conducts automated 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.<sup>20</sup> 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.
36. As noted above, users can now choose to (i) authorise a one-time transfer of a copy of their existing data, or (ii) provide third parties with forward-looking access for either 30 days or 180 days.
37. Once a developer has gained access to the Data Portability API, Google may review the third-party developer’s compliance with the Data Portability API policies, and may take reasonable action if a developer engages in deceptive or abusive practices, or if the app otherwise presents a significant security concern for users.

#### Policy measures

38. Policies and documentation on user data portability currently available to end users include the following:
- (a) **Help Center.** It contains useful articles for the users providing information on (i) [How to download your Google data](#) and (ii) [Share a copy of your data with a third party](#).
  - (b) **Privacy Policy.** It contains in particular a section providing information to users about [Exporting & Deleting Your Information](#).
39. End users can also explore the policies and documentation on the [Google for Developers](#) site, which is publicly available.
40. Policies and documentation on user data portability currently available to third-party developers include the following:

---

<sup>20</sup> Developers building apps for testing or personal use do not need to go through the verification process.

- (a) [Developer documentation for the Data Portability API](#). This is the homepage of the Data Portability API section of the [Google for Developers](#) site, which offers tools, resources, and programs for third-party developers who want to build with Google products and services. From the Data Portability API home page, third-party developers can access relevant policies and documentation regarding the Data Portability API and how to use it, including:
- i. [Guides](#) to get started using the Data Portability API. Within this section, developers can find the [Quickstart User Guide](#), which includes a step-by-step description of the developer workflow that details how developers can build and use applications using the Data Portability API. Within the Guides section, developers can find a [list of all data scopes](#) available via the Data Portability API, including their classification for purposes of the developer verification process. Developers are also informed that they will need to [verify their app](#) (i.e., go through Google’s developer verification process) and are directed to the [OAuth Help Center page](#) that describes this process, including the requirements.
  - ii. The [Data Portability API Developer Policy](#) that contains requirements regarding handling of user data for developers accessing data via the Data Portability API.
  - iii. [API Reference](#), which provides information about the endpoints and methods available through the Data Portability API.
  - iv. [Data Export Schema Reference](#), which provides detailed information about the types of data that can be exported via the Data Portability API.
  - v. [Resource Page](#), which contains information about major updates to the Data Portability API and where developers can file bugs or feature requests.

At the top of each page within the Data Portability API Developer Site, there is a “Send Feedback” button available to developers (and any end users that may be exploring the site). Developers are asked to select whether they are sending feedback on the documentation for the Data Portability API, or feedback on the product - the API - itself. Google’s team regularly reviews, assesses, and responds as appropriate to any feedback received.

- (b) [OAuth 2.0 Scopes for Google APIs](#). This page lists the OAuth 2.0 data scopes available via Google’s OAuth APIs, including the Data Portability API.<sup>21</sup>

---

<sup>21</sup> In addition to the resources listed above, Google engaged with Google Developer Experts, who often create community-owned resources and provide community support for new developer-facing products like the Data Portability API. One such example is this [Public Quickstart Video](#), which is a guide to the Data Portability API published by a Google Developer Expert and available on YouTube.

41. Other general policies governing developers' access to and use of Google's APIs include the following:
- (a) [Google APIs Terms of Service](#). It governs the terms and conditions for the use of Google APIs.
  - (b) [Google API Services User Data Policy](#). It governs the use of all Google API Services when access to user data is requested.
  - (c) [OAuth 2.0 Policies](#). These policies govern the use of OAuth 2.0 by third-party developers' applications and services designed and built with Google APIs.

### Training

42. Google has conducted specific 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.

### Conclusion: Google complies with Art. 6(9)

43. In summary, Google complies with end user portability obligations across all user-facing CPSs through two complementary approaches: Google Takeout – a centralised solution – that provides access *for end users* so that they can then port their data to a new service, to a storage solution to back it up, or to any other location of their choosing; and Google's Data Portability API, which enables end users to provide *third parties* with access to their data.

### B.2 DMA-Related Changes since 6 March 2024

44. Since March 2024, Google has launched new features for the Data Portability API that allow (i) users to grant authorised third parties with forward-looking access to data and (ii) developers to specify time frames for the export of users' data (the New Features).
45. The New Features are described in more detail in Section II.B.3 below.

### 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;*

46. Google has long supported data portability. Prior to the implementation of the Data Portability API, Google launched the Data Liberation Front in 2007, and Takeout in 2011.
47. On 6 March 2024 Google launched the 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).

48. Since 6 March 2024, Google further improved the Data Portability API through the introduced features that:

- 1) Enable users to authorise forward-looking access for a period of either 30 or 180 days, during which third parties may request updated copies of users' data without any further action by users. Users still have the option to authorise a one-time transfer of existing data.
- 2) Allow developers to apply date-range filters in the export of users' activity data they request, including to export all new data since the last export without re-exporting prior data.

*b) when the measure was implemented;*

49. The New Features were made generally available on 20 February 2025.

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

50. End users can grant third parties forward-looking authorisation to data provided or generated by engaging with any of the 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);*

51. The New Features are available for end users in all EEA countries, the UK, and Switzerland to port their relevant data to developers. Additionally, they are 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);*

52. As explained above, Google has introduced forward-looking access for its Data Portability API and a feature which allows developers to apply date-range filters in the export of users' activity data. The launch of these features required substantial technical and engineering changes to 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);*

53. 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 exports, including download to their device, Drive, or certain third-party cloud service providers.
54. The user interface for the Google authorisation flow for the Data Portability API has been modified to enable users to authorise forward-looking third-party access for either 30 days or 180 days.

*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);*

55. Google made changes to:

- a) **The user interface**, where users authenticate and authorise access for third parties,
- b) **The documentation available to third-party developers**,
- c) **The Help Center articles**, which provide users with information about the option to grant third parties forward-looking access.

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

56. Google has also enhanced the documentation available for third-party developers. In particular:

- a) It released a list of all Data Portability API scopes and their respective classifications (sensitive or restricted). The list is available at <https://developers.google.com/data-portability/user-guide/scopes> and is updated periodically.
- b) It updated the [homepage](#) for the Data Portability API Developers' Site and the Data Portability API User Data and Developer Policy.

*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;*

- 57. In June/July 2024, Google gathered market feedback from several third parties. The feedback was markedly positive, confirming that the forward-looking access feature effectively facilitates direct data transfers to support third parties' business models.
- 58. Additionally, Google solicited market feedback through user interviews. Participants emphasised the ease and simplicity of Google's data portability solution and reinforced the need to ensure sufficient privacy and security safeguards are in place to protect user data.
- 59. Google also collected feedback during the Beta testing of the New Features. Specifically, it gathered feedback from third-party developers through several channels up until the general availability launch of the New Features.

*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;*

- 60. Google involved external consultants to help gather qualitative feedback on the design of the New Features.

*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;*

- 61. 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;*

- 62. As explained in Section II.B.3(i) above, Google consulted with a range of interested parties and took action on the feedback received.
- 63. On 20 November 2024, Google published an update on the public page for [the Data Portability API Release Notes](#), stating that "new features" were currently in Beta and would be made generally available in supported countries by late February 2025.
- 64. On 10 January 2025, Google published another update on the same page inviting any interested third party to request "early access to the latest Data Portability API features" to provide their "valuable feedback before launch".

65. On 20 February 2025, Google publicly announced the general availability launch of the New Features. The announcement was made through channels that third-party developers are most likely to engage with as they interact with the Data Portability API, such as the Data Portability API Developer Site and the Data Portability API Help Center.

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

66. 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;*

67. The Art. 6(9) obligation “complements” the right to data portability under the GDPR.<sup>22</sup> 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.
68. Google complies with end user portability obligations across all user-facing CPSs via Takeout (see Section II.B.1). When fulfilling these DMA obligations, Google took the necessary measures to protect user data in line with its GDPR obligations.
69. 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.1).

*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;*

70. As explained above (see Section II.B.3(i)), during testing of the solution, Google regularly engaged with and provided technical assistance to third-party developers.
71. In addition, as explained above (see Section II.B.3(ii)), Google undertook a series of initiatives to gather market feedback with regard to the New Features introduced.

---

<sup>22</sup> See Recital 12 and Art. 8, DMA.

*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;*

72. 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;*

73. 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;*

74. [Confidential]

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

75. [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).*



- 76. 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.1 above.
- 77. Information about the CPS data categories and formats that end users can choose to share with authorised third parties is provided in Section II.B.1 above.
- 78. As for frequency, authorised third parties are able to make as many requests as they like. Third parties with forward-looking access for either 30 days or 180 days can generate a new export request every 24 hours. Users and authorised third parties are therefore able to submit data porting requests 'continuously' (see Sections II.B.1).
- 79. Google has informed users and authorised third parties of the changes made to the Data Portability API through various channels, including the Data Portability API Developer Site and the Data Portability API Help Center.

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

- 80. 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)**

- 81. [Confidential]

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

- 82. [Confidential]

# 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) DMA prior to 6 March 2024. 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 implemented additional measures to facilitate Business User access to relevant data, and continues to look for further opportunities to improve its data sharing practices. In particular, since 6 March 2024, Google has launched additional business user data request channels, which facilitate how business users can submit data access requests, and how Google tracks, records, and processes these requests.
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 has undertaken since 6 March 2024.

## II. Art. 6(10)

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

5. Google confirms that as of 6 March 2025, 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 6 March 2025**

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 they 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. Accordingly, Google's approach to compliance with Art. 6(10) remains consistent with the description in the first Compliance Report of 6 March 2024. In addition, Google has launched business user data access request channels, which are detailed below in Section II.B.2. This year's report reflects Google's maintenance and further development of its compliance controls, as detailed below.

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, installs, updates, and uninstalls of apps or other content available on Google Play (e.g., total number of installs, 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 Console<sup>23</sup> (Play Console) and Play APIs (e.g., the Play Developer API, Reply to Reviews API,<sup>24</sup> Subscriptions and In-App Purchases API,<sup>25</sup> Reporting API,<sup>26</sup> and Voided Purchases API<sup>27</sup>).
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.<sup>28</sup> 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.<sup>29</sup>
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.<sup>30</sup>
13. These resources are complemented by Google Play Academy e-learning courses.<sup>31</sup>

---

<sup>23</sup> See [Google Play Console | Android Developers](#).

<sup>24</sup> 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.

<sup>25</sup> 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.

<sup>26</sup> The [Play Developer Reporting API](#) lets Play's business users (i.e., developers) access metrics, reports, and timeline information about their apps.

<sup>27</sup> 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.

<sup>28</sup> See [About Play Console](#) and [Google Play Console webinars](#).

<sup>29</sup> 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](#).

<sup>30</sup> See [Google Play Developer APIs](#).

<sup>31</sup> See, for example, [Analyse your data and respond to trends](#).

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

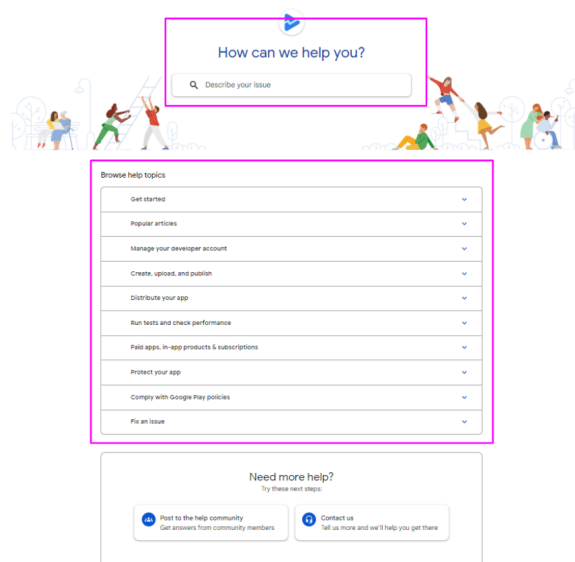
Google Play business users that are not yet accessing data through Google Play have a number of different easy starting points and options to find information and request access to data.

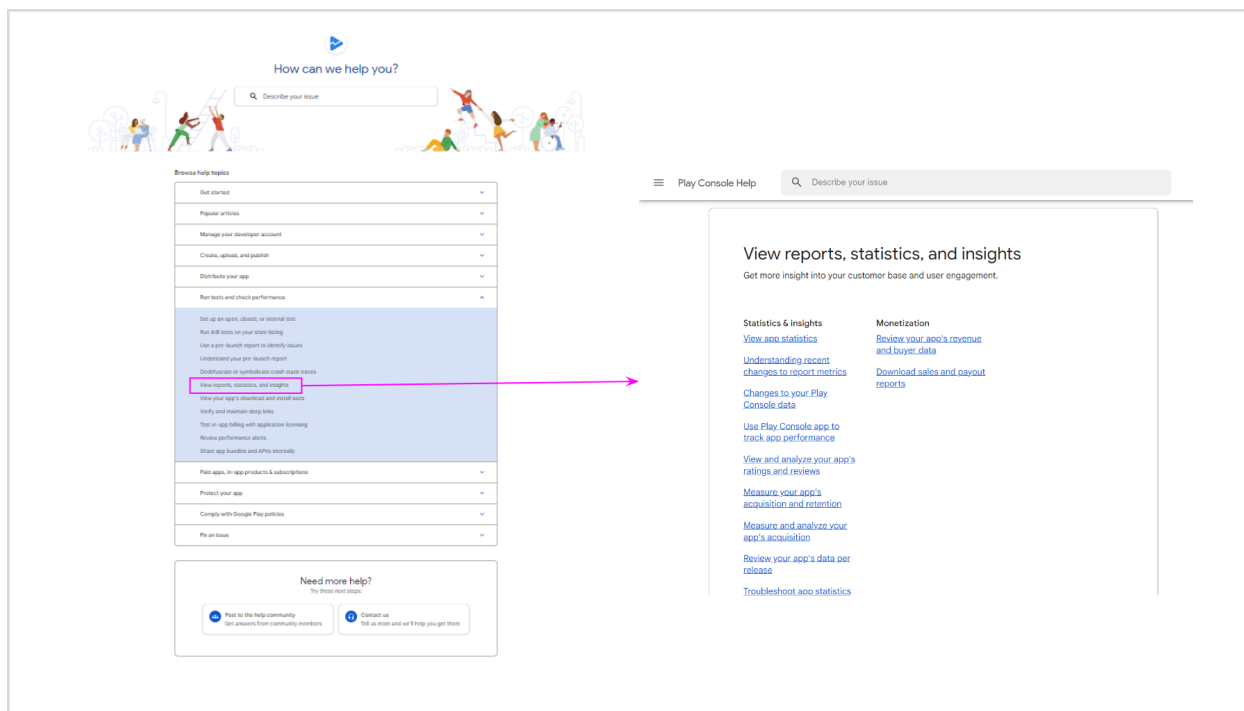
### How to find information about available data and data tools

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.





## Google Search

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

- (a) 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,
- (b) Indexing data (e.g., page indexing, video indexing),
- (c) Sitemap data (e.g., sitemaps provided for a given website),
- (d) 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),
- (e) Website quality data (e.g., mobile useability, page experience),
- (f) 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,
- (g) Data on how end users navigate on Google Search to reach a business user's website,
- (h) Data related to transactional features available on Google Search with end-to-end solutions (e.g., engagement data, error/crash data),

- (i) 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.<sup>32</sup> In addition, Google Search also provides businesses users for particular types of data via a number of other tools, including Takeout,<sup>33</sup> Merchant Center,<sup>34</sup> Google Business Profile,<sup>35</sup> Travel Analytics Center,<sup>36</sup> Hotel Center,<sup>37</sup> Actions Center, and analytics dashboards for Order with Google and Things to do.<sup>38</sup> Business users can also obtain programmatic data access via APIs (including Search Console API,<sup>39</sup> Google Hotels APIs,<sup>40</sup> Travel Partner API,<sup>41</sup> and Google Business Profile API).<sup>42</sup> 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,<sup>43</sup> 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.<sup>44</sup> Other articles describe in detail how business users can use Google Search Console and access the various tools and reports available to them within

---

<sup>32</sup> See [About Search Console](#).

<sup>33</sup> See [How to download your Google data](#).

<sup>34</sup> See [Merchant Center Page](#).

<sup>35</sup> See [Google Business Profile](#).

<sup>36</sup> The Travel Analytics Center provides partner and funnel performance metrics for Search Engine Marketing, Google Flights, and Enterprise Flights products.

<sup>37</sup> See [Hotel Center by Google Terms of Service](#).

<sup>38</sup> See [Things to Do Center: Starter guide](#); [Order with Google](#); [Actions console analytics](#); and [BigQuery export](#).

<sup>39</sup> 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.

<sup>40</sup> See [Hotel APIs](#).

<sup>41</sup> See [Travel Partner API](#).

<sup>42</sup> See [Business Profile APIs](#).

<sup>43</sup> 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](#).

<sup>44</sup> See [All reports and tools](#).

Google 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)).<sup>45</sup> And they provide guidance regarding how to interpret reports and metrics.<sup>46</sup>

17. Google also provides Help Center articles for its other data tools, including Merchant Center,<sup>47</sup> Business Profile,<sup>48</sup> Takeout,<sup>49</sup> sitemap reporting,<sup>50</sup> Travel Analytics Center,<sup>51</sup> Hotel Center,<sup>52</sup> Actions Center and the analytics dashboards for Things to Do Center,<sup>53</sup> and Order with Google.<sup>54</sup>
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 analyse their data, as well as the additional data that Google provides, such as performance metrics.<sup>55</sup>

---

<sup>45</sup> See, for example, [Getting started with Search Console](#).

<sup>46</sup> See, for example, [Reports at a glance](#), [Crawl Stats Report](#), [Navigating a Search Console report](#), [Security Issues report](#), and [Core Web Vitals report](#).

<sup>47</sup> See [Merchant Center Help](#).

<sup>48</sup> See [Google Business Profile Help](#).

<sup>49</sup> See [How to download your Google data](#).

<sup>50</sup> See [Manage your sitemaps using the Sitemaps report](#).

<sup>51</sup> See [Travel Analytics Center Help](#).

<sup>52</sup> See [Hotels starter guide - Hotel Center Help](#).

<sup>53</sup> See [Things to Do Center: Starter guide](#).

<sup>54</sup> See [Order with Google](#).

<sup>55</sup> See, for example, [Search Console Training YouTube Playlist](#).



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

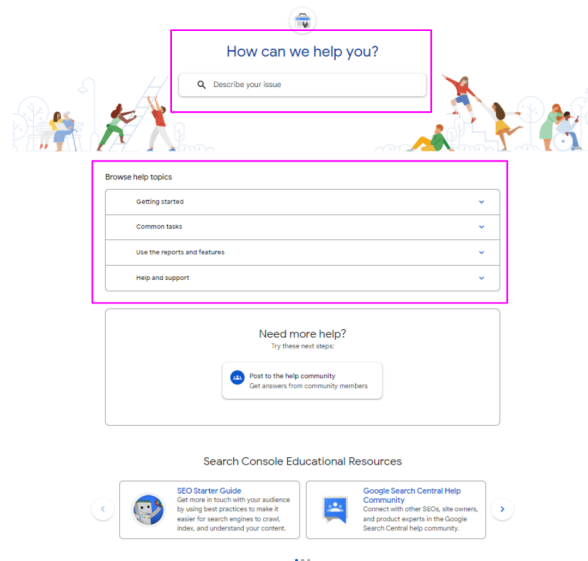
Google Search business users that are not yet accessing Google Search data have easy starting points to find information and request access to data.

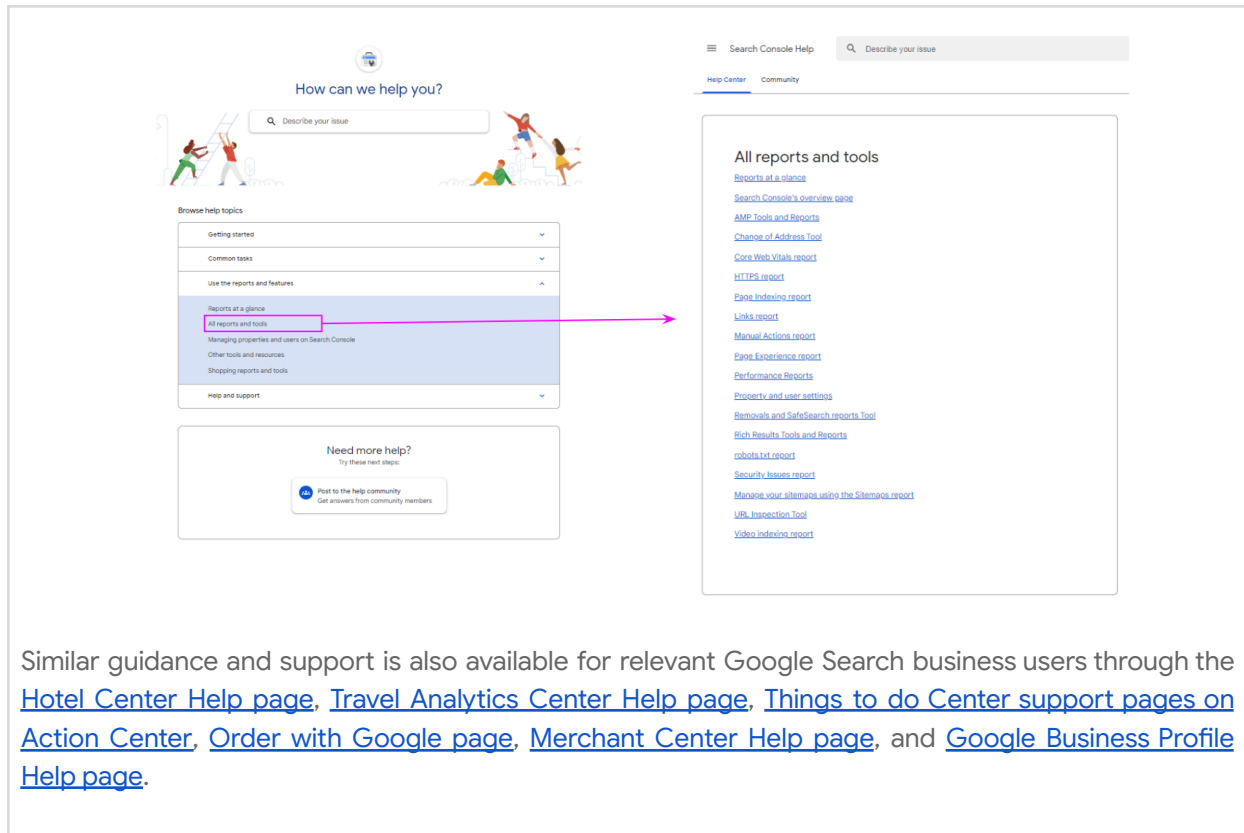
### How to find information about available data and data tools

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 Console makes available to them by going to the “Use the 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.





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 support pages on Action Center](#), [Order with Google page](#), [Merchant Center Help page](#), and [Google Business Profile Help page](#).

## 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.<sup>56</sup> Google Chrome also maintains a robust developer programme and supplements this data with guides,<sup>57</sup> blog posts,<sup>58</sup> and YouTube tutorials,<sup>59</sup> 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.

<sup>56</sup> See [Core Web Vitals Report](#).

<sup>57</sup> See [Building a better web together](#).

<sup>58</sup> See [web.dev blog](#), for example, [Web Vitals](#).

<sup>59</sup> See [Understanding performance with Core Web Vitals](#).

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

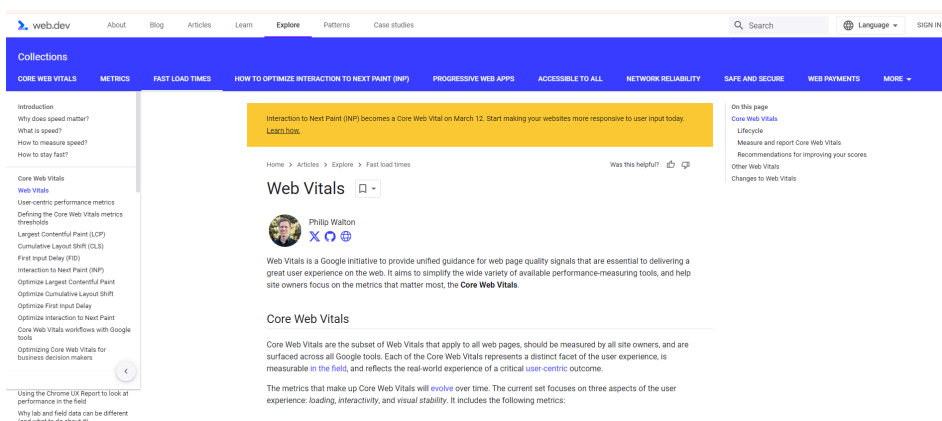
Google Chrome makes available data for websites via Core Web Vitals and websites that do not yet use this tool have easy starting points to find information and access this tool.

### 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.

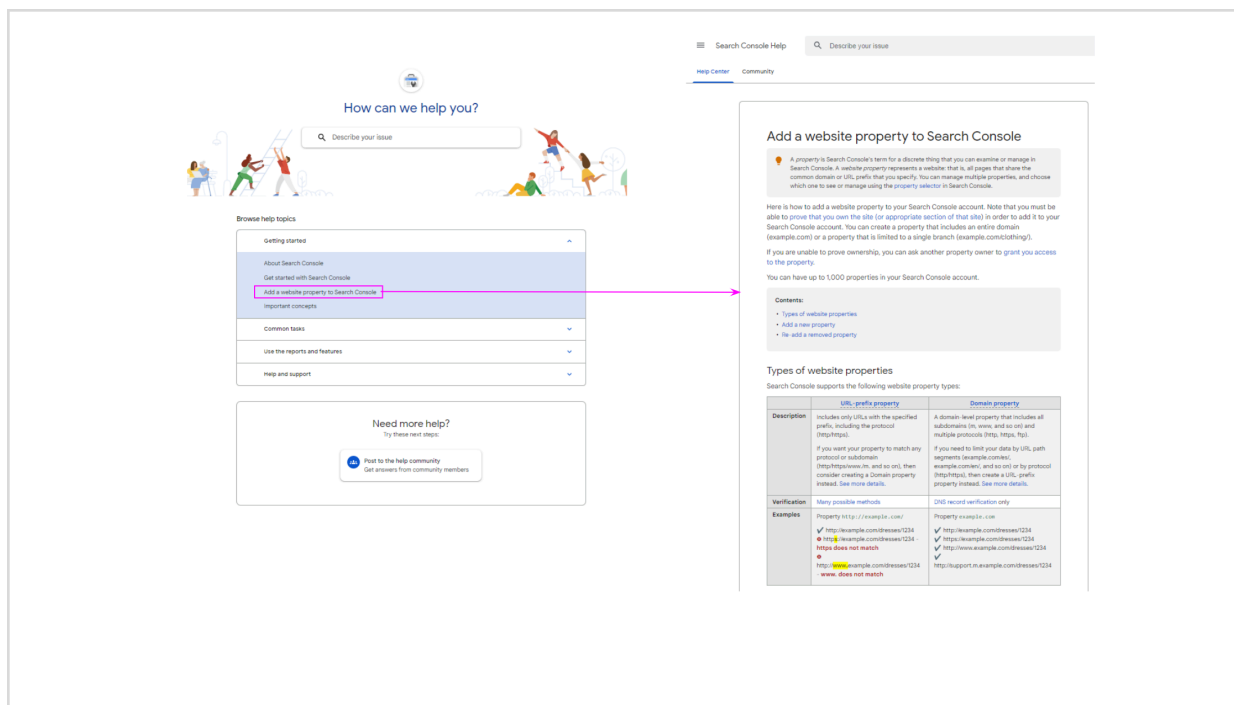
This page provides easy access to information about how business users can access vitals data via the Core Web Vitals report, available in the Google Search Console. See the Google Search section above for more details on the Google Search Console.

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.



### 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, Comparison Shopping Services Center 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,<sup>60</sup> Business Profile, Manufacturer Center,<sup>61</sup> Comparison Shopping Service (CSS) Center,<sup>62</sup> Business Manager and

<sup>60</sup> See [Merchant Center page](#).

<sup>61</sup> See [About Manufacturer Center](#).

<sup>62</sup> See [About Comparison Shopping Service Center](#).

their respective APIs (i.e., Content API,<sup>63</sup> Business Profile API, CSS API,<sup>64</sup> and Manufacturer Center API).<sup>65</sup> 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.<sup>66</sup> These pages contain links to more specific resources on the data available, such as performance and growth data.<sup>67</sup>
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).<sup>68</sup>

---

<sup>63</sup> See [Content API for Shopping](#).

<sup>64</sup> The CSS API enables CSSs to manage their accounts and upload their data.

<sup>65</sup> See [Manufacturer Center API | Google for Developers](#).

<sup>66</sup> See [Merchant Center Help](#), [Business Profile Help](#), [CSS Center Help](#), and [Manufacturer Center Help](#).

<sup>67</sup> See, for example, [Navigate Google Merchant Center](#) and [About Manufacturer Center](#).

<sup>68</sup> See, for example, [About performance reporting in Merchant Center](#) and [Get started with Performance](#).

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

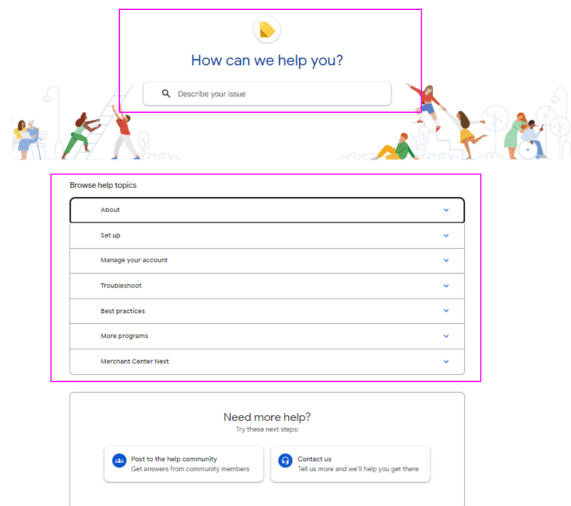
Google Shopping business users that are not yet accessing Google Shopping data have easy starting points to find information and request access to data.

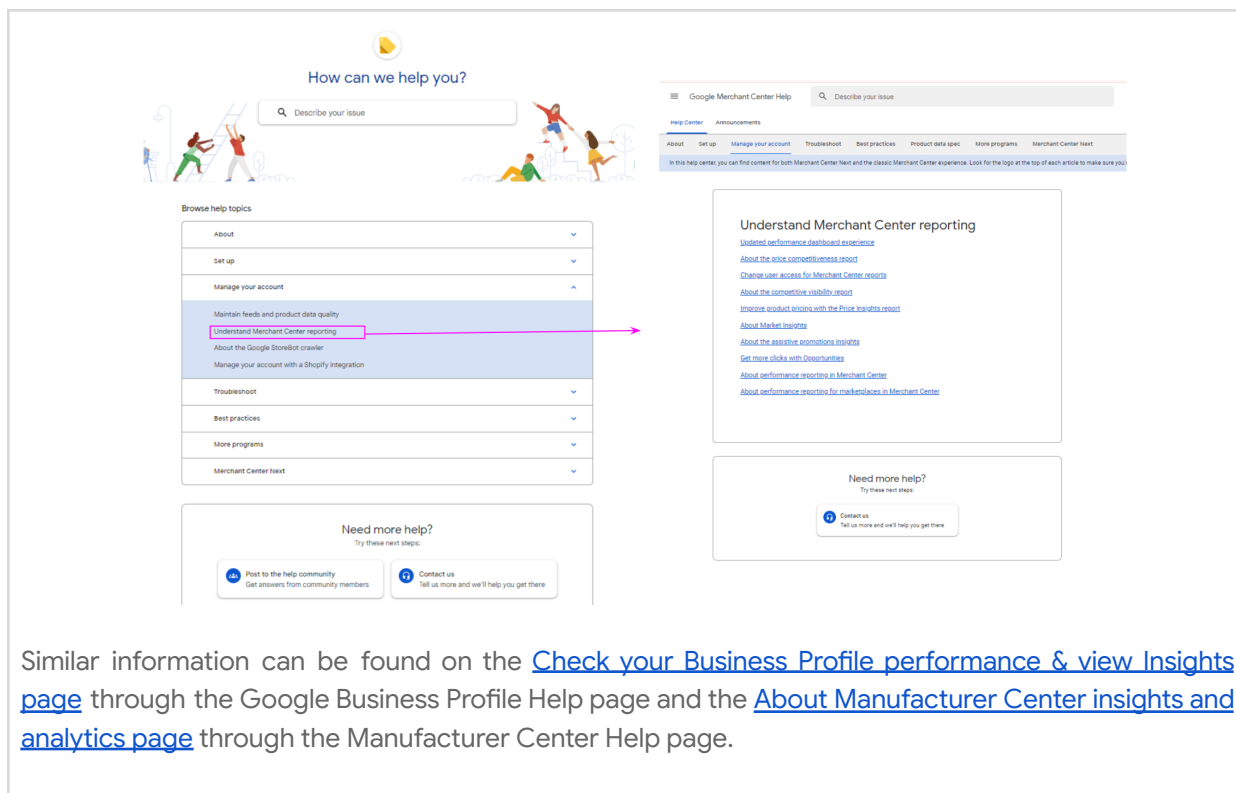
### How to find information about available data and data tools

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](#), [Manufacturer Center Help page](#), and [Comparison Shopping Services Help](#) 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 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.





## 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,<sup>69</sup> and Merchant Center,<sup>70</sup> and Business Profile APIs that enable business users to gain programmatic access to data and insights.<sup>71</sup>
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.<sup>72</sup>

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

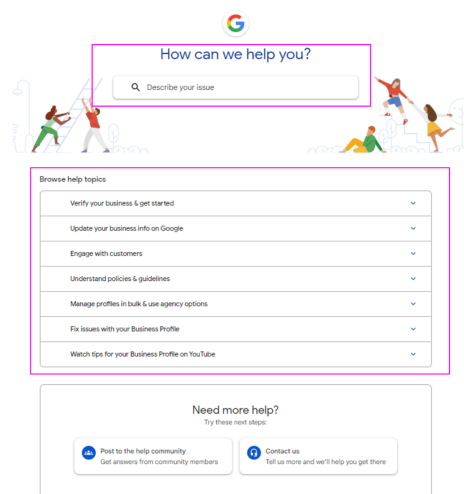
Google Maps business users that are not yet accessing Google Maps data have easy starting points to find information and request access to data.

#### 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 “Manage your Business Profile” section of the Google Business Profile Help page



<sup>69</sup> See [Business Profile](#).

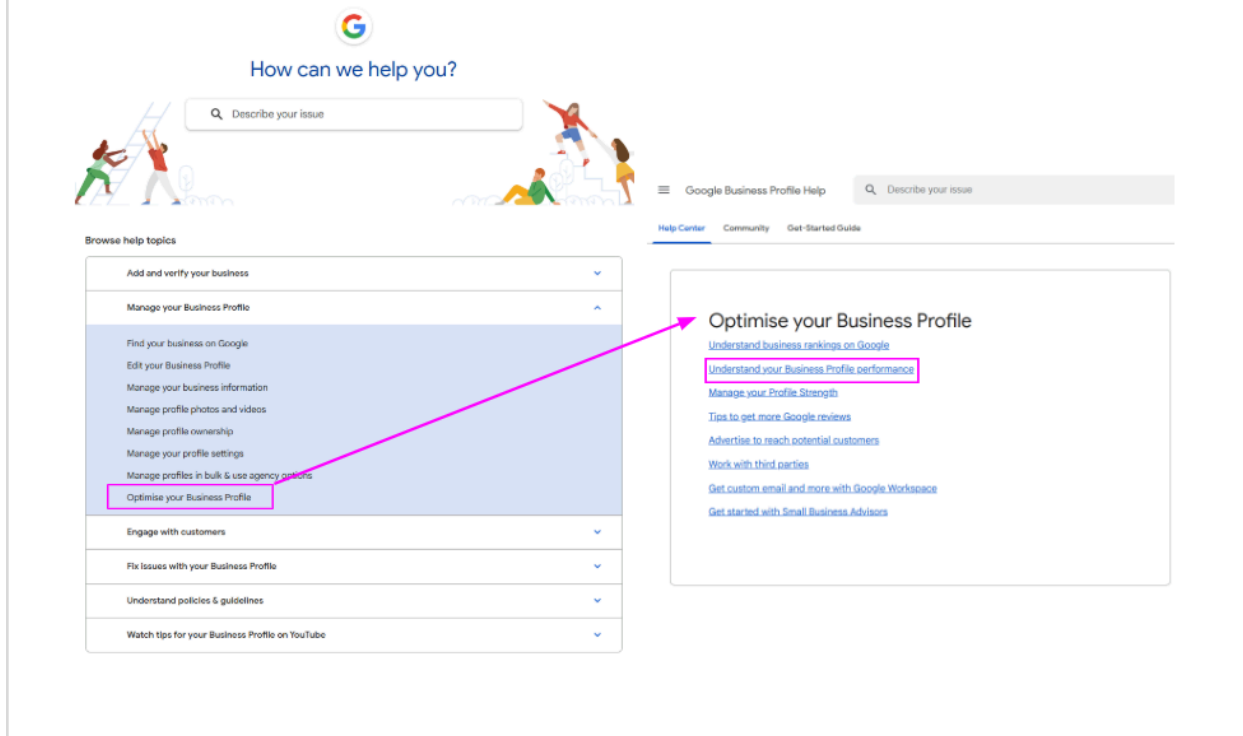
<sup>70</sup> See [Merchant Center page](#).

<sup>71</sup> See [Business Profile APIs](#).

<sup>72</sup> See, for example, [Check and view your Business Profile Performance](#) and [Manage your Business Profile on Google Maps](#).



and clicking on “Optimise your Business Profile”, 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 “Understand your Business Profile performance” section, including step-by-step guidance on how to obtain the relevant data.



## YouTube

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

- (a) Audiovisual content and text content provided to YouTube by business users and associated video, channel, and playlist metadata uploaded or generated by business users,<sup>73</sup>
- (b) Data about business user settings such as channel page settings – like language,<sup>74</sup>
- (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,

<sup>73</sup> See instructions on how to [Download YouTube videos you've uploaded](#) and [Takeout](#).

<sup>74</sup> See [YouTube and Music Options in Takeout](#).

Shorts, or live stream earns including RPM, and which content earned the highest estimated revenue),<sup>75</sup>

(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,<sup>76</sup> and impressions,<sup>77</sup>

(f) Analytics and insights such as how viewers find and interact with a business user's content, what search terms are used,<sup>78</sup> 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.<sup>79</sup>

29. **Data tools.** YouTube provides business users with a number of different tools for accessing and analysing data. These tools include Creator Studio,<sup>80</sup> YouTube Analytics,<sup>81</sup> YouTube CMS,<sup>82</sup> YouTube Analytics for Artists,<sup>83</sup> YouTube Analytics API,<sup>84</sup> the YouTube Data API,<sup>85</sup> as well as reporting through the YouTube Reporting API.<sup>86</sup> Business users can also download all of the audiovisual content they provided to YouTube in a single export using Takeout.<sup>87</sup> 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.

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

---

<sup>75</sup> See [Check your YouTube revenue](#) and [Understand ad revenue analytics](#).

<sup>76</sup> See, for example, [Understand your content reach and engagement](#).

<sup>77</sup> See, for example, [Check your impressions and click-through rate](#).

<sup>78</sup> See, for example [Understand Search Insights](#).

<sup>79</sup> See, for example, [Get to know your audience](#).

<sup>80</sup> See [YouTube Studio](#) and [Navigate YouTube Studio](#).

<sup>81</sup> [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.

<sup>82</sup> See [Find your way around Studio Content Manager](#).

<sup>83</sup> See [YouTube Analytics for Artists](#).

<sup>84</sup> See [Youtube Analytics API](#).

<sup>85</sup> See [YouTube Data API](#).

<sup>86</sup> See [Youtube Reporting API](#).

<sup>87</sup> See [Google Takeout](#).

users with numerous support pages and articles that explain the tools, data, and reports that YouTube makes available to business users.<sup>88</sup> 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,<sup>89</sup> and *Creator Insider* channel<sup>90</sup> 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.<sup>91</sup>

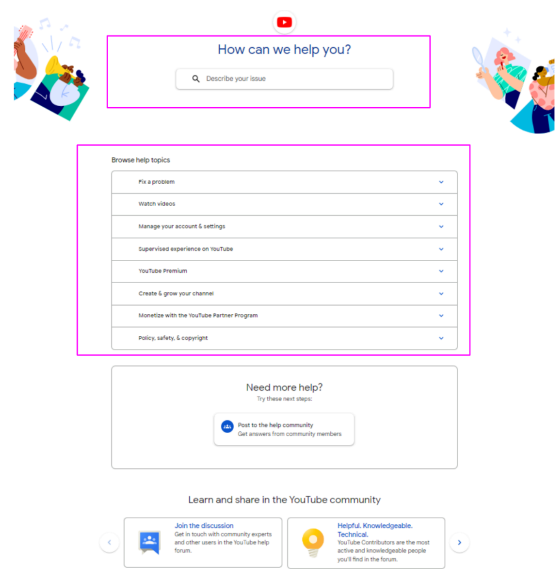
### How can YouTube business users get started to access data?

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.



<sup>88</sup> See, for example, [YouTube Help - Analyze performance with analytics](#).

<sup>89</sup> See [YouTube Creators YouTube Channel](#).

<sup>90</sup> See [Creator Insider YouTube Channel](#).

<sup>91</sup> See, for example, [Analytics in YouTube Studio](#).

## 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,<sup>92</sup> Android Studio (which offers profiling tools to find and visualise problems, such as CPU profilers or Memory Profilers),<sup>93</sup> Jetpack Benchmark Libraries,<sup>94</sup> System tracing utility,<sup>95</sup> Systrace command-line tool,<sup>96</sup> Simpleperf,<sup>97</sup> and JankStats library.<sup>98</sup>
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.<sup>99</sup> 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.

---

<sup>92</sup> See [Perfetto - System profiling, app tracing and trace analysis](#).

<sup>93</sup> See [Profile your app performance](#).

<sup>94</sup> See [Profile your app performance](#) and [Benchmark your app](#).

<sup>95</sup> See [Overview of system tracing](#).

<sup>96</sup> See [Overview of system tracing](#).

<sup>97</sup> See [Simpleperf](#).

<sup>98</sup> See [JankStats Library](#).

<sup>99</sup> See [App performance guide](#).

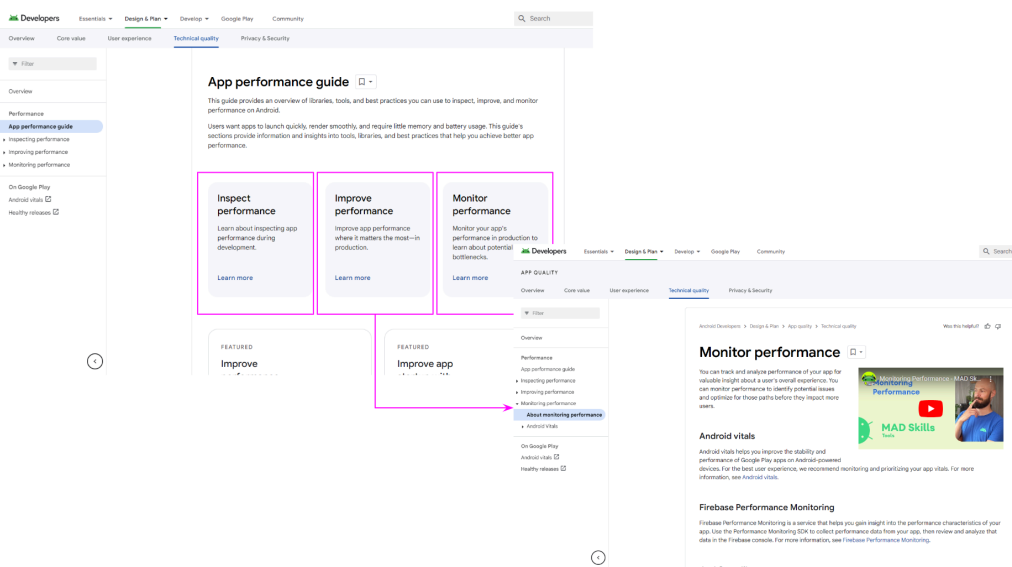
## How can Google Android business users get started to directly collect data about their apps?

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

The main starting point for business users to find information on the data that they can collect about their apps and the tools that Google 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

**Data that is already available to business users.** 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.

**Data request channel.** Due to the nature of Android Open Source Project (**AOSP**) as an intermediary conduit between hardware devices and apps, and the fact that developers directly collect data themselves, there is no single request channel in place for Google Android.

## Google's Ads CPS

34. **Data provided to business users.** Google's Ads CPS 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's Ads CPS provides business users with a number of different tools for accessing and analysing data. Advertisers can access data via Google Ads,<sup>100</sup> Google Ads Data Hub,<sup>101</sup> Display Video 360 (**DV360**),<sup>102</sup> Campaign Manager 360 (**CM360**),<sup>103</sup> and Search Ads 360

---

<sup>100</sup> See [Google Ads basics - Google Ads Help](#).

<sup>101</sup> See [Google Ads Data Hub](#).

<sup>102</sup> See [Google Display & Video 360](#).

<sup>103</sup> See [Overview of Campaign Manager 360 - Campaign Manager 360 Help](#).

(**SA360**).<sup>104</sup> Data can also be accessed via APIs, such as the Google Ads API.<sup>105</sup> Publishers can access data through Google Ad Manager (**GAM**),<sup>106</sup> AdSense,<sup>107</sup> and AdMob.<sup>108</sup>

36. Business users can also access data through Google Analytics.<sup>109</sup>

37. **Documentation of tools.** Google provides Google's Ads CPS business users with documentation on data tools through detailed support pages. For example, the Google Ads Help support page<sup>110</sup> 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.<sup>111</sup> 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.

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.<sup>112</sup> These resources allow publishers to understand how to access the data available and make the most of the data.

---

<sup>104</sup> See [Google Search Ads 360](#).

<sup>105</sup> See [Google Ads API](#).

<sup>106</sup> See [Google Ad Manager](#).

<sup>107</sup> See [Google AdSense](#).

<sup>108</sup> See [Google AdMob](#).

<sup>109</sup> See [Google Analytics](#).

<sup>110</sup> See [Google Ads Help](#).

<sup>111</sup> See [Measure results](#).

<sup>112</sup> See, for example, [Ad Manager report metrics](#).

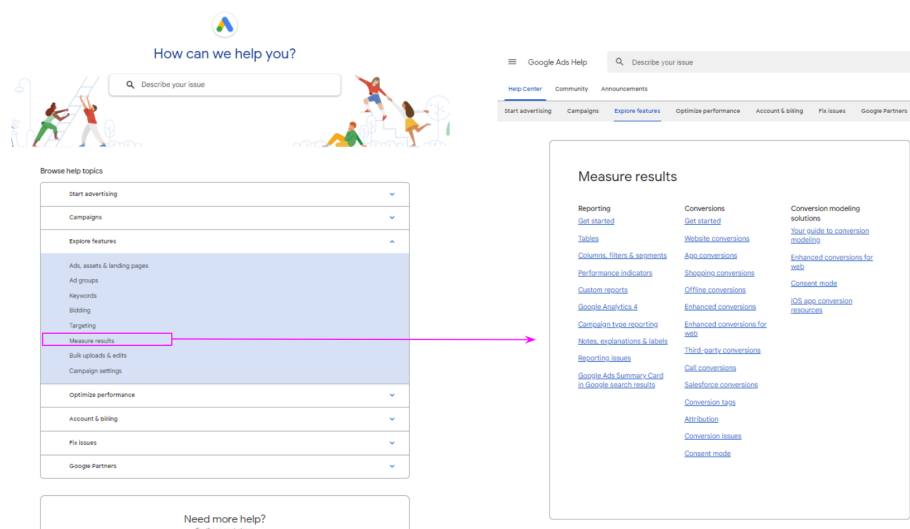
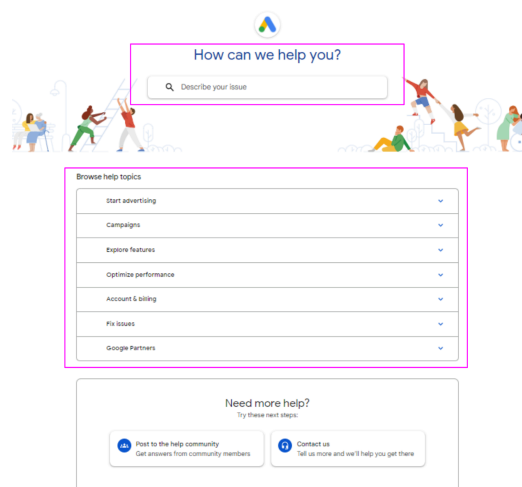
## How can Google's Ads CPS business users get started to access data?

Google's Ads CPS business users that are not yet accessing 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's Ads CPS makes available and the tools that Google's Ads CPS 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 [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's Ads CPS 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's Ads CPS makes available for them.





For example, 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’s Ads CPS 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 Reporting](#), [Overview of AdSense Reports](#), [Overview of AdMob Reports](#), and [Overview of Google Analytics Reports](#).

## B.2 DMA-Related Changes since 6 March 2024

39. As explained in Section II.B.1 above, Google shares – and was already sharing prior to 6 March 2024 – a wide array of data with its business users, including data that goes beyond the scope of Art. 6(10). Accordingly, Google’s Art. 6(10) solutions remain largely unchanged since 6 March 2024. Since then, Google has launched dedicated channels for each relevant CPS for business users to request access to data. These channels facilitate the process for business users to submit data access requests, and help Google to track, record, and process these requests.
40. These new data access request channels are described in detail for each relevant CPS below.

### Google Play

#### How to request access to data

**Data that is already available to business users.** 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.



**Data request entry point.** Business users can also visit the [Data Accessibility](#) page on [Google Play Console Help](#), and submit requests for data that they believe is not already available to them, via [Report an Issue to Google Play](#). Google endeavours to respond to all requests submitted within a reasonable amount of time.

Google provides below captures of the request channel flow.

## How to request access to data

**Data that is already available to business users.** The best starting point for business users to locate 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 locate 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.

The screenshot shows the Google Search Console Help Center interface. On the left, under 'Browse help topics', the link 'Add a website property to Search Console' is highlighted with a pink box. A pink arrow points from this link to the right-hand side of the page, which displays the article 'Add a website property to Search Console'. The article includes an introduction, a 'Contents' section with links to 'Types of website properties', 'Add a new property', and 'Re-add a removed property', and a 'Types of website properties' section with a table comparing URL-prefix and Domain properties.

	URL-prefix property	Domain property
<b>Description</b>	Includes only URLs with the specified prefix, including the protocol (http/https).  If you want your property to match any protocol or subdomain (http/https://www.in and so on), then consider creating a Domain property instead. See more details.	A domain-level property that includes all subdomains (m, www, and so on) and multiple protocols (http, https, ftp).  If you need to limit your data by URL path segments (example.com/en, example.com/en, and so on) or by protocol (https/ftp), then create a URL-prefix property instead. See more details.
<b>Verification</b>	Many possible methods	DNV record verification only
<b>Examples</b>	Property: <a href="http://example.com/">http://example.com/</a> <ul style="list-style-type: none"> <li>✓ <a href="http://example.com/index/1234">http://example.com/index/1234</a></li> <li>✓ <a href="http://example.com/index/1234">http://example.com/index/1234</a></li> <li>✗ <a href="http://example.com/index/1234">http://example.com/index/1234</a> - https does not match</li> <li>✗ <a href="http://example.com/index/1234">http://example.com/index/1234</a> - www does not match</li> </ul>	Property: <a href="http://example.com">example.com</a> <ul style="list-style-type: none"> <li>✓ <a href="http://example.com/index/1234">http://example.com/index/1234</a></li> <li>✓ <a href="https://example.com/index/1234">https://example.com/index/1234</a></li> <li>✓ <a href="http://www.example.com/index/1234">http://www.example.com/index/1234</a></li> <li>✓ <a href="http://support.m.example.com/index/1234">http://support.m.example.com/index/1234</a></li> </ul>

**Data request channel.** Business users can also submit requests for data that they believe is not already available to them via the dedicated Google Search CPS request forms:

- **Search Console:** [Business User Data Access form](#).
- **Travel Analytics Center:** [Business User Data Access Request form](#).
- **Google Actions Center (including Things to Do and Reserve with Google):** [Business User Data Access form](#).
- **Hotel Center:** [Business User Data Access form](#).

Search business users can find these forms by visiting well-known and accessible support pages, including:

- [Reports at a Glance](#) in [Search Console Help](#).
- [Travel Analytics Centre FAQ](#) in [Travel Analytics Center Help](#).
- [Reservations End-to-End Support](#) and [Things-to-do Support](#) in [Google Actions Center](#).
- About [Hotel Center Reports](#) in [Hotel Center Help](#).

Google endeavours to respond to all requests submitted within a reasonable amount of time.


Google provides below captures of (i) the resource where business users can find the link to the data access request channel, and (ii) the request channel.

**Business User Data Access Request:** To initiate a request for business data that's not already available in the reports listed here, please contact us via the [Business User Data Availability and Access form](#).

## Business data availability and access

This form is designed for business users to ask questions about data available to them, how to access the data, and / or other information about data that is not already available in existing help center articles.

\* Required field

Is this inquiry for / on behalf of an European Economic Area (EEA) based business? (i.e. Are you a business user or an external partner of the business user based in the EEA?) \* 

- ☒ Yes  
☐ No

Country \*

Select one ▼

Partner Name \*

Name of the company being listed

Which modes of transport do you provide? \*

- ☐ Flights  
☐ Trains  
☐ Buses  
☐ Ferries  
☐ Other (please specify)

What type of entity do you represent? \*

- ☐ Carrier  
☐ Online Travel Agency (OTA)  
☐ Operator  
☐ Other (please specify)

Are you the primary business user or a party external to the business that has authorized access to this business account? \*

- ☐ Main Business User  
☐ External Party with Authorized Access

Contact name \*

Contact email \*

Please list questions about data that you are not able to find / access that you believe should be available. Please be as detailed as possible and provide examples for us to best understand your inquiry. \*

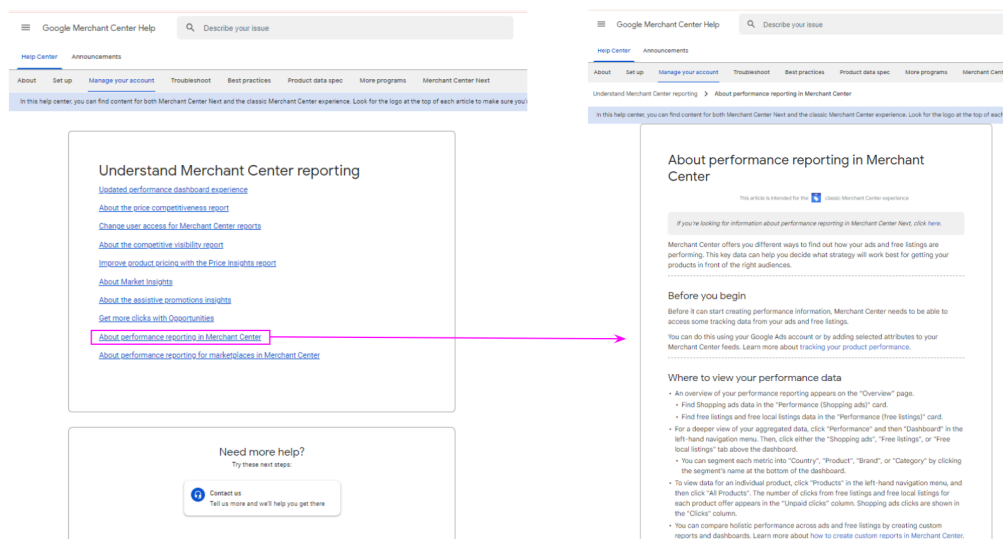
- ☐ Google can ask for feedback about my support experience by email  
You may receive an email after the case is closed

Submit

Travel Analytics Center form as an illustrative example of the business user data access request forms available to Google Search business users. Similar forms are available via Search Console, Google Actions Center and Hotel Center, featuring fields tailored to each of those tools.

### How to request access to data

**Data that is already available to business users.** The best starting point for business users to locate 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 locate 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.

**Data request channel.** Additionally, business users can submit requests for data that they believe is not already available to them via the dedicated Business User Data Availability and Access form accessible via both [Google Merchant Center Help](#) and [Google Business Profile Help](#).<sup>113</sup>

Shopping business users can find this form by visiting well-known and accessible support pages, including:

- [Understand Merchant Center reporting](#) in [Merchant Center Help Center](#).
- [Track your product performance](#) in [Merchant Center Help Center](#).

<sup>113</sup>

This form is accessible via both [Google Merchant Center Help](#) and [Google Business Profile Help](#).

- [Track your store's Business Profile performance](#) in [Merchant Center Help Center](#).
- [Frequently Asked Questions](#) in [Manufacturer Center Help](#).
- [About Comparison Shopping Service Centre](#) in [CSS Center Help](#).
- [Support](#) in [Content API for Shopping Developer site](#).
- [All Business Profile policies & guidelines](#) in [Google Business Profile Help](#).
- [Frequently Asked Questions](#) (in [Google Business Profile APIs Developer site](#)).
- [Business Profile APIs policies](#) (in [Google Business Profile APIs Developer site](#)).

Google endeavours to respond to all requests submitted within a reasonable amount of time.

Google provides below captures of (i) the resource where business users can find the link to the data access request channel, and (ii) the request channel.


To initiate a new request for business data that is not already available via the Merchant Center or Content API, please contact us via the [Business User Data Access Request form](#) [🔗](#) .

## Business User Data Availability and Access

This form is designed for business users to ask questions about data available to them, how to access the data, and / or other information about data that is not already available in existing help center articles.

\* Required field

Is this inquiry for / on behalf of an European Economic Area (EEA) based business? (i.e. Are you a business user or an external partner of the business user based in the EEA?)

See [here](#) for assistance of what countries are a part of the EEA. \* 

☒ Yes

☐ No

Country \*

Select one

### Business User or External Party with Authorized Access

What is the name of your business? As it relates to your account with Google. \*

Are you the primary business user or a party external to the business that has authorized access to this business account? \*

☐ Main Business User

☐ External Party with Authorized Access

### Tool Identification

Which tool do you have a question about regarding available data or access to data? \*

Select one

### Account Identification

Based on the tool you selected, please provide any Business Account ID / Username associated to the tool. List multiple, if applicable.

[Add additional field](#)

What is your email address that you use to manage the business account? Relating to the tool and ID that you have referenced above \*

Please list questions about data that you are not able to find / access that you believe should be available. Please be as detailed as possible and provide examples for us to best understand your inquiry. \*

☐ Google can ask for feedback about my support experience by email  
You may receive an email after the case is closed

Submit

Some account and system information will be sent to Google, and support calls and chats may be recorded. We will use this information to improve support quality and training, to help address technical issues and to improve our products and services, subject to our [privacy policy](#) and [Terms of Service](#). Translation services may be used in chats and email.



### How to request access to data

**Data that is already available to business users.** The best starting point for business users to locate and access data from Google Maps is by accessing the [Understand your Business Profile performance](#) and [Check and view your Business Profile performance](#) help pages. These pages include step-by-step guidance on how to locate 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.

The screenshot displays two side-by-side panels from the Google Business Profile Help Center. The left panel, titled 'Understand your Business Profile performance', contains links for 'Get started with Performance', 'Check and view your Business Profile performance' (highlighted with a red box), and 'Changes to your performance data'. The right panel, titled 'Check and view your Business Profile performance', provides detailed instructions on tracking performance and accessing data in bulk. A red arrow points from the highlighted link in the left panel to the right panel, indicating the navigation path.

**Data request channel.** Business users can submit requests for data that they believe is not already available to them via the dedicated [Business User Data Availability and Access](#) form.

Maps business users can find this form by visiting well-known and accessible support pages, including:

- [All Business Profile Policies & Guidelines page](#) on [Google Business Profile Help](#).
- [Frequently Asked Questions](#) (in [Google Business Profile APIs](#)).
- [Business Profile APIs policies](#) (in [Google Business Profile APIs](#)).

Google endeavours to respond to all requests submitted within a reasonable amount of time.

Google provides below captures of (i) the resource where business users can find the link to the data access request channel, and (ii) the request channel.

## Access data related to your profile (EEA only)

To initiate a new request for business data that is not already available via the [Google Business Profile Help Center](#) or [Google Business Profile APIs](#) [↗](#), please contact us via the [Business User Data Access Request form](#) [↗](#).

### Business User Data Availability and Access

This form is designed for business users to ask questions about data available to them, how to access the data, and / or other information about data that is not already available in existing help center articles.

\* Required field

Is this inquiry for / on behalf of an European Economic Area (EEA) based business? (i.e. Are you a business user or an external partner of the business user based in the EEA?)  
See [here](#) [↗](#) for assistance of what countries are a part of the EEA. \* [?](#)

☒ Yes

☐ No

Your Name

What is your relationship to the business?

What is your email address?

Your Phone Number

Business name

Business address

What is the public URL or 'Maps link' for your business page?

What is your business website?

Country \*

Please list questions about data that you are not able to find / access that you believe should be available. Please be as detailed as possible and provide examples for us to best understand your inquiry.

☐ Google can ask for feedback about my support experience by email  
You may receive an email after the case is closed

[Submit](#)

Some account and system information will be sent to Google, and support calls and chats may be recorded. We will use this information to improve support quality and training, to help address technical issues and to improve our products and services, subject to our [privacy policy](#) and [Terms of Service](#). Translation services may be used in chats and email.

## How to request access to data

Data that is already available to business users. The best starting point for business users to locate 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


Data request entry points. Business users can submit requests for data that they believe is not already available to them, via YouTube's long standing Creator Support help resources. For information on how to access these resources, YouTube business users can visit:

- [Learn more about how YouTube works for you](#) in [YouTube Help](#).
- [Get in touch with the YouTube Creator Support team](#) in [YouTube Help](#).

Google endeavours to respond to all requests submitted within a reasonable amount of time.

Business users may locate and access data from Google's Ads CPS 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](#).

 Google Ad Manager Help

 Describe your issue

Help Center

Community


Explore Data Transfer reports

Access regional data

Only available in Google Ad Manager 360.

## 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.

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 information 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 file to view device, geography, and other data related to the event.

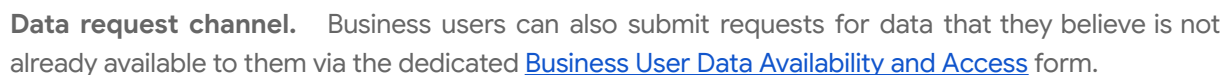
### About regional data access and Data Transfer

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

### Explore Data Transfer reports

- Ad Manager Data Transfer reports
- Set up Data Transfer file types
- Review Data Transfer sample queries
- Explore Data Transfer fields
- Access Ad Transfer Fields by file type
- Access Ad Manager storage buckets
- Downloaded impressions in Data Transfer
- Viewability in Data Transfer
- Viewability in Ad Manager Data Transfer
- Bids data in Ad Manager Data Transfer
- Ad Exchange Data Transfer guidelines for sellers
- Video and rich media action data in Data Transfer
- Bids (granular) in Data Transfer



- **AdManager.** [Access regional data](#) in [AdManager Help](#).

- AdMob. [Access regional data](#) in [AdMob Help](#).
- AdSense. [Access regional data](#) in [AdSense Help](#).
- Campaign Manager. [Reporting](#) in [Campaign Manager 360 Help](#).
- Search Ads 360. [Create reports and dashboards](#) in [Search Ads 360 \(new experience\) Help](#).
- Google Ads. [Measure results](#) in [Google Ads Help](#).
- Authorised Buyers Help. [Understand dimensions and metrics](#) in [Authorized Buyers Help](#).
- Display & Video 360. [About reporting](#) in [Display & Video 360 Help](#).

Google endeavours to respond to all requests submitted within a reasonable amount of time.

Google provides below captures of (i) the resource where business users can find the link to the data access request channel, and (ii) the request channel (numbered to indicate the order of the flow).

#### Request other data

If you still have questions about the data available to you and/or how to access the data, please use [this form](#).

### Business User Data Availability and Access

This form is designed for business users to ask questions about data available to them, how to access the data, and / or other information about data that is not already available in existing help center articles.

[Switch account](#)

\* Indicates required question

Email \*

☐ Record  as the email to be included with my response

Is this inquiry for / on behalf of an European Economic Area (EEA) based business? (i.e. Are you a business user or an external partner of the business user based in the EEA?) \*

See [here](#) for assistance of what countries are a part of the EEA.

☐ Yes

☐ No

[Next](#)
[Clear form](#)

### Business User Data Availability and Access

[Switch account](#)

Your email will be recorded when you submit this form

\* Indicates required question

**Business User or External Party with Authorized Access**

What is the name of your business? As it relates to your account with Google. \*

Your answer

Are you the primary business user or a party external to the business that has authorized access to this business account? \*

☐ Main Business User

☐ External Party with Authorized Access

[Back](#)
[Next](#)
[Clear form](#)

### Business User Data Availability and Access

[Switch account](#)

Your email will be recorded when you submit this form

\* Indicates required question

#### Country Selection

Country \*

[Back](#)
[Next](#)
[Clear form](#)

### Business User Data Availability and Access

[Switch account](#)

Your email will be recorded when you submit this form

\* Indicates required question

#### Tool Identification

Which tool do you have a question about regarding available data or access to data? \*

[Back](#)
[Next](#)
[Clear form](#)

### Business User Data Availability and Access

[Switch account](#)

Your email will be recorded when you submit this form

\* Indicates required question

#### Account Identification

Based on the tool you selected, please provide your Business Account ID / Username for that tool. List multiple, if applicable. \*

Your answer

What is your email address that you use to manage the business account? Relating to the tool and ID that you have referenced above \*

Your answer

What is a good email for us to contact you regarding this request? \*

Your answer

[Back](#)
[Next](#)
[Clear form](#)

### Business User Data Availability and Access

[Switch account](#)

Your email will be recorded when you submit this form

\* Indicates required question

#### Questions Regarding Data Availability and Access

Please list questions about data that you are not able to find / access that you believe should be available. Please be as detailed as possible and provide examples for us to best understand your inquiry. \*

Your answer

☐ Send me a copy of my responses.

[Back](#)
[Submit](#)
[Clear form](#)

### 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. Since 6 March 2024 Google has launched or updated data access request channels for all relevant CPSs, as described in Sections II.B.2 and II.B.3 above.
42. Prior to the launch of these channels, business users could request access to in-scope data not already available to them, if any, via a range of communication channels. While these communications channels were always available and remain available, the channels provide a dedicated path to requesting access to data relevant under Art. 6(10).

*b) when the measure was implemented;*

43. The business user data access and request channels described in Sections II.B.2 and II.B.3 above were launched in June 2024 for Google's Ads CPS, Google Search, Google Shopping and Google Maps. The YouTube and Google Play channels were updated in August and September respectively.

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

44. Google launched the data access request channels described above for all CPSs that hold data relevant under Art. 6(10).

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

45. The new data access request channels described above are available to all business users, including those based outside 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. As explained above, Google made dedicated channels available to business users enabling them to request access to data that they believe is not yet available to them.
47. In addition, Google updated the relevant Help Centre pages and resources available to business users, and made backend changes to facilitate the launch of the business user data request channels.

*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);*

48. As described above, Google launched dedicated channels via which business users can submit requests to access data in-scope of Art. 6(10) that they believe is not yet available to them. These channels are accessible on the Help Centre pages of all relevant CPSs.

*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);*

49. 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;*

50. 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;*

51. The data access request channels described above facilitate consultation and engagement with business users and other interested parties. In addition, Google 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. Google did not involve external consultants for the design or implementation of the dedicated data access request channels described above.

*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 Sections II.B.2, Google provides business users with extensive and detailed documentation on the tools that business users have available to access and analyse data, and to request access to new data.

55. When Google receives a request for access to data that is in-scope of Art. 6(10) and already made available via the dedicated request channels, Google responds to the business users to let them know where they can find the data they are asking for. If a request were to cover in-scope data not yet available, Google would inform the business user of its decision to make that data available or not depending on whether it falls under the scope of Art. 6(10), as well as a timeline for this data to be available where applicable.

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

56. 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;*

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. Google has not conducted any market analysis or testing prior to launching the new dedicated data access request channels.

*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(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;*

61. [Confidential]

*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. See Section II.B.2 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)**

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. [Confidential]

# 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.<sup>114</sup>
2. To comply with DMA obligations applicable to the Ads CPS, Google developed:
  - (a) Controls for cross-service exchanges of personal data (see Art. 5(2) Chapter),
  - (b) 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) 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 previously offered to advertisers and publishers:
    - i. A non-aggregate data solution, called "Regional Data Access" is offered to publishers by the Ads CPS. It resembles Google's preexisting Data Transfer Files (**DTFs**). EEA publishers and their authorised third parties are able to access these files at no additional cost.
    - ii. Google Ads has enhanced 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 has made changes so that DV360 offers YouTube data, which were not included in DTFs available in DV360 prior to entry into force of the DMA obligations in March 2024 in a non-aggregate fashion<sup>115</sup> (see Art. 6(8) below).

---

<sup>114</sup> 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.

<sup>115</sup> 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 did not develop any additional data solution to address Art. 6(10) further to those noted in the previous sentence.

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

3. [Confidential]

## III. Art. 5(2)

### A. Compliance Statement (Section 2.1.1)

4. Google confirms that as of 6 March 2025 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)

5. 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)

6. 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)

7. Google confirms that as of 6 March 2025 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. 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.<sup>116</sup>

---

<sup>116</sup> For the avoidance of doubt, the Ads CPS does not impose restrictions that contravene Art. 5(4). The Ads CPS does have policies in place to prohibit content that is harmful to users and the overall advertising ecosystem.

9. 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.<sup>117</sup>
10. 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 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)

11. Google confirms that as of 6 March 2025 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)

12. 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.
13. 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.

---

<sup>117</sup> 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](#).

## VII. Art. 5(6)

### A. Compliance Statement (Section 2.1.1)

14. Google confirms that as of 6 March 2025 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)

15. 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.
16. As described in Google's first Compliance Report of 6 March 2024, 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).<sup>118</sup> 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)

17. Google confirms that as of 6 March 2025 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)

18. 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.
19. 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.

---

<sup>118</sup> See [Data Protection Law Compliance - Business Data Responsibility](#).

20. 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.<sup>119</sup>

## IX. Art. 5(8)

### A. Compliance Statement (Section 2.1.1)

21. Google confirms that as of 6 March 2025 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)

22. 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.

## X. Art. 5(9)

### A. Compliance Statement (Section 2.1.1)

23. Google confirms that as of 6 March 2025 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 6 March 2025

24. Google's Art. 5(9) solution as described in its first Compliance Report has been in operation since 6 March 2024 without modification.
25. As described in its first Compliance Report, prior to the DMA, Google already offered advertisers and publishers a range of different data reporting options providing them with information

---

<sup>119</sup> 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](#).



concerning their use of Google’s advertising services, including price, remuneration, fee and performance metrics. Google provided (and continues to provide) these reports through various routes, including (i) user interfaces (UIs), (ii) DTFs, (iii) application programming interfaces (APIs), and (iv) Google’s Ads Data Hub.<sup>120</sup>

- (a) For advertisers, pre-existing reporting options are available in (i) Google Ads, (ii) DV360, (iii) CM360, and (iv) SA360. These reports cover a variety of performance and verification metrics (such as number of Clicks, number of Impressions, Click-Through Rate, etc.) as well as pricing data across various metrics.
  - (b) For publishers, pre-existing reporting options are available in (i) GAM, (ii) AdSense, and (iii) AdMob. These reports provide performance data that can be filtered by various metrics (such as Impressions, Revenue, Clicks, etc.) and dimensions (such as Ad Unit, Device Type, Country, etc.). Pricing/fee data is also reported to publishers using metrics appropriate to each product.
- 26. To comply with Art. 5(9), Google provides an additional fee transparency solution for advertisers which builds upon Google’s pre-existing extensive reporting tools. Through this fee transparency solution, Google 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.
- 27. Advertisers are 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 (which was available prior to the DMA). Google Analytics accounts are provided free of charge, and so Art. 5(9) fee disclosures are not applicable. For Google Analytics 360, the relevant fee does not change “per event”; as with SA360, customers already received fee transparency prior to the DMA.
- 28. The daily files include the following fields for billable advertisements:
  - (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:

---

<sup>120</sup> See Section X.B.1 in the Google Ads Chapter of Google’s first Compliance Report for further information on each of these methods of reporting, as well as further detail on the pre-existing reporting options available to advertisers and publishers using Google’s advertising services.

- i. The amount bid by the Google product in the auction (media cost)<sup>121</sup>, and
  - ii. Where Google acted as the demand-side platform (**DSP**) and supply-side platform (**SSP**) 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.
- 29. Publishers using Google's SSPs are asked whether they consent to sharing their price and fee data for billable advertisements 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 based on the standard rate paid by publishers for the relevant product.
- 30. 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 the obligation from Art. 5(9) does not apply in that scenario.

## **B.2 DMA-related changes since 6 March 2024**

- 31. As described in Section X.B.1 above, Google's Art. 5(9) solution has operated without modification since 6 March 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;*

*b) when the measure was implemented;*

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

<sup>121</sup> 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.

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

*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);*

*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);*

*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);*

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

*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;*

*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;*

*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;*

*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;*

32. Sections X.B.3(a)-(l) are not applicable because Google has not implemented new measures since 6 March 2024 to comply with Art. 5(9).

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

33. 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) were developed and have been maintained in unison.
34. The files relating to 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;*

35. See below a summary of the key steps taken to protect integrity, security and privacy, based on the dimensionality of Google's reporting (as described in Section X.B.3(n) of the Google Ads Chapter in Google's first Compliance Report).

#### **Invalid Traffic (IVT)**

36. Google protects advertisers and publishers against ad fraud (including invalid traffic (IVT)) through the use of 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.
37. For example, Google may maintain certain IVT-related events in its daily files to prevent reverse engineering or exploitation by bad actors.<sup>122</sup> The daily files are therefore presented to customers as point-in-time estimates that do not generally reflect sensitive IVT adjustments (as well as other relevant adjustments such as credits, coupons and taxes).

<sup>122</sup> For the avoidance of doubt, customers will not be charged for IVT when they receive their invoices at the end of the month.

## Joinability

38. The 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.<sup>123</sup>

*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;*

39. This section is not applicable because Google has not implemented new measures since 6 March 2024 to comply with Art. 5(9).

*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;*

40. [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;*

41. This Section applies to both Art. 5(9) and 5(10), as Google assesses 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;*

<sup>123</sup> See Section X.B.3(n) of the Google Ads Chapter in Google's first Compliance Report for further information on each of these considerations.

42. [Confidential]

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

43. [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).*

44. Access to the 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.

45. 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)**

46. 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)**

47. [Confidential]

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

48. [Confidential]

## **XI. Art. 5(10)**

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

49. Google confirms that as of 6 March 2025 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 6 March 2025

50. Google's Art. 5(10) solution as described in its first Compliance Report has been in operation since 6 March 2024 without modification.
51. Prior to the DMA, Google already provided (and continues to provide) publishers with a range of different data reports concerning the remuneration they receive and the fees they pay. See Section X.B.1 above and Google's first Compliance Report for further information.
52. To comply with Art. 5(10), Google provides an additional fee transparency solution for publishers which builds upon Google's pre-existing extensive reporting tools. Through this fee transparency solution, Google 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.
53. Publishers are 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) fee disclosures are not applicable. For Google Analytics 360, the relevant fee does not change "per event"; customers already received fee transparency prior to the DMA (and continue to do so).
54. The daily files include the following fields for billable advertisements:
- (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
  - (e) Where Google acted as the DSP and SSP and subject to the advertiser's consent:
    - i. The amount paid by the advertiser to Google, and
    - ii. Any deductions and surcharges.
55. Advertisers using Google's DSPs are asked whether they consent to sharing their price and fee data for billable advertisements 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 based on the standard rate paid by advertisers for the relevant product.
- 56. 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.2 DMA-related changes since 6 March 2024**

- 57. As described in Section XI.B.1 above, Google's Art. 5(10) solution has operated without modification since 6 March 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;*

*b) when the measure was implemented;*

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

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

*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);*

*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);*

*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);*

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

*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;*

*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;*

*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;*

*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. Sections XI.B.3(a)-(l) are not applicable because Google has not implemented new measures since 6 March 2024 to comply with Art. 5(10).

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

59. 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) were developed and have been maintained in unison.

60. The files relating to 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;*

61. See below a summary of the key steps taken to protect integrity, security and privacy, based on the dimensionality of Google's reporting (as described in Section X.B.3(n) of the Google Ads Chapter in Google's first Compliance Report).

#### **Invalid Traffic (IVT)**

62. Google protects advertisers and publishers against ad fraud (including IVT) through the use of 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.
63. For example, Google may maintain certain IVT-related events in its daily files to prevent reverse engineering or exploitation by bad actors.<sup>124</sup> The daily files are therefore presented to customers as point-in-time estimates that do not generally reflect sensitive IVT adjustments (as well as other relevant adjustments such as credits, coupons and taxes).

#### **Joinability**

64. The 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.<sup>125</sup>

*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;*

65. This section is not applicable because Google has not implemented new measures since 6 March 2024 to comply with Art. 5(10).

*p) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer*

<sup>124</sup> For the avoidance of doubt, customers will not be remunerated for IVT when they receive their invoices at the end of the month.

<sup>125</sup> See Section X.B.3(n) of the Google Ads Chapter in Google's first Compliance Report for further information on each of these considerations.

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;

66. [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;

67. This Section applies to both Art. 5(9) and 5(10), as Google assesses 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;

68. [Confidential]

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

69. [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).

70. Access to the 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.

71. 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)**

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. [Confidential]

## **XII. Art. 6(2)**

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

75. Google confirms that as of 6 March 2025 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)**

76. 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)**

77. 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)**

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

## XV. Art. 6(5)

79. 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.
80. 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)

81. Google confirms that as of 6 March 2025 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)

82. 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)

83. 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)

84. Google confirms that as of 6 March 2025 it has ensured compliance with the obligation laid down in Art. 6(8) of Regulation (EU) 2022/1925.

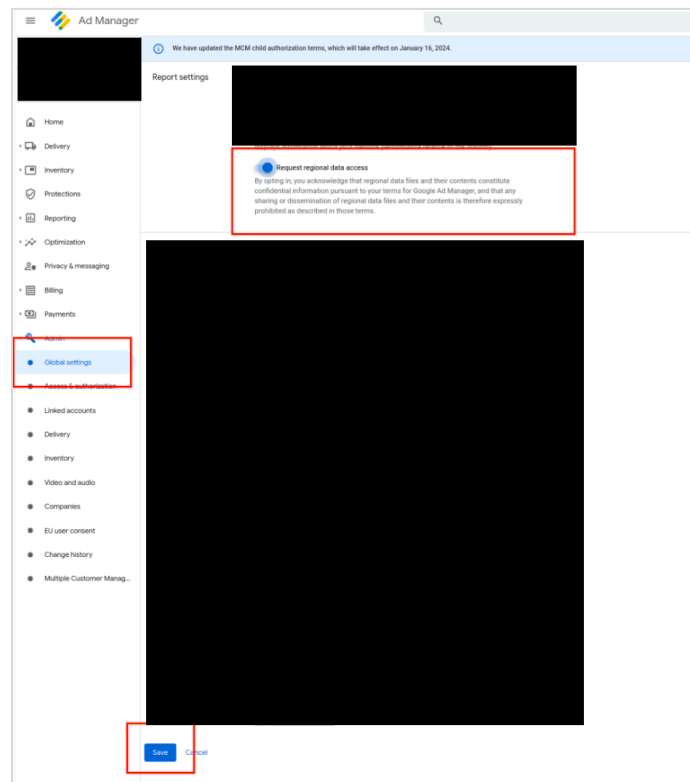
### B. Description of Compliance (Section 2.1.2 - 2.1.5)

#### B.1 Status Prior to 6 March 2025

85. Google's Art. 6(8) solution, as described in its first Compliance Report, has been in operation since 6 March 2024 without modification.
86. In addition to the data offered prior to the entry into force of the DMA obligations and the enhanced reporting made available under Arts. 5(9)/5(10), Google made the following enhancements to its data offerings across the Ads CPS' buy-side and sell-side products in order to provide greater functionality:

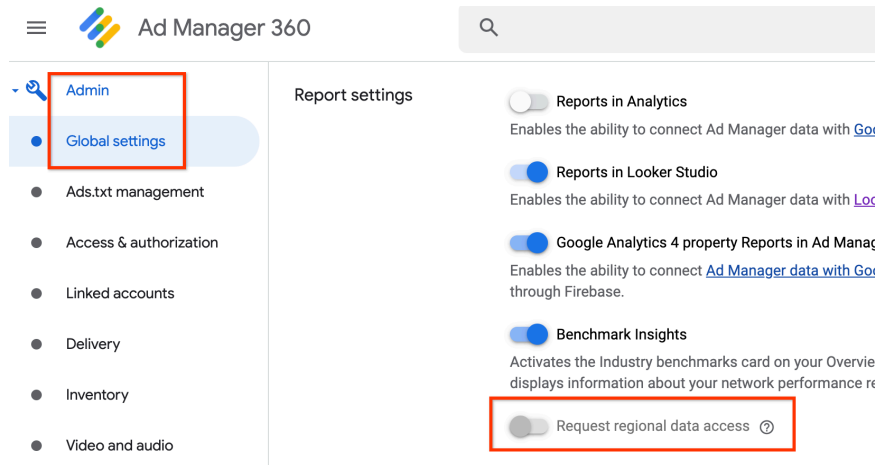
- (a) Publishers are able to download new non-aggregate data as part of the compliance plan for AdMob, AdSense, and GAM. To achieve this, GAM offers a non-aggregate data solution. AdMob and AdSense customers are provided with details on how to create a GAM account if they are interested in non-aggregate data via the Help Center. The new solution in GAM is called “Regional Data Access”, and resembles Google’s pre-existing DTFs. It includes events served to EEA end users. These files are made available to EEA publishers at no additional cost. Once set-up is completed, the publisher is able to select the files and fields they would like to receive.<sup>126</sup>

### Accessing the “Regional Data Access” solution



<sup>126</sup>

See Help Center pages [here](#) for GAM, [here](#) for AdSense and [here](#) for AdMob.



(b) With respect to advertisers, for Google Ads, customers could already 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 has enhanced the availability of free-of-charge, non-aggregate click-level data reporting to advertisers and authorised third parties by making click-level reports available to all EEA Google Ads advertisers in the UI. Reports accessed through the UI can be exported as CSV files. In addition, to provide further transparency, Google has made changes so that DV360 offers YouTube data in a non-aggregate fashion similar to how non-aggregated data is made available for other campaign types such as Display Campaigns.

## B.2 DMA-related changes since 6 March 2024

87. As described in Section XVIII.B.1 above, Google's Art. 6(8) solution has operated without modification since 6 March 2024. Google satisfies its Art. 6(8) obligations through a vast number of different reporting tools across dozens of products and UIs, and Google frequently updates these tools to provide new features or fields for the benefit of advertiser and publisher customers.

## 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;

b) when the measure was implemented;

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

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

*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);*

*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);*

*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);*

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

*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;*

*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;*

*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;*

*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;*

88. Sections XVIII.B.3(a)-(l) are not applicable because Google did not implement new measures since 6 March 2024 to comply with Art. 6(8).

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

89. 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;*

90. 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.
91. 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 has taken 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;*

92. This section is not applicable because Google did not implement any new measures since 6 March 2024 to comply with Art. 6(8).

*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;*

93. [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;*

94. 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;*

95. [Confidential]

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

96. [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).*

97. Access to the data necessary for advertisers and publishers to carry out their own independent verification of the advertisements inventory can 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 is managed by advertisers and publishers by using RBAC.

98. The reports provided to authorised third parties do not differ from the ones supplied to publishers and advertisers using the Ads CPS. See Section XVIII.B.2 above for further details on the data that is made available by the Ads CPS.

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

99. 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)**

100. [Confidential]

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

101. [Confidential]

### **XIX. Art. 6(9)**

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

102. Google confirms that as of 6 March 2025 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)**

103. 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)**

104. Google confirms that as of 6 March 2025 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)**

105. 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)

106. Art. 6(11) does not apply to the Ads CPS because it only applies to online search engines.
107. 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)

108. 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)

109. Google confirms that as of 6 March 2025 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)

110. 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

111. 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 service (**CPS**) as defined under Arts. 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.<sup>127</sup>
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"*.<sup>128</sup>
3. To comply with the DMA obligations applicable to Google Android, Google developed:
  - (a) 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) An online search engine (**OSE**) choice screen on devices that preinstall Google Search and place the widget on the device's home screen, and a browser choice screen on devices that set Google Chrome as default (see Art. 6(3) below).

## II. Business users of Google Android (Section 2.2)

4. [Confidential]

## III. Art. 5(2)

### A. Compliance Statement (Section 2.1.1)

5. Google confirms that as of 6 March 2025 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.

---

<sup>127</sup> Alphabet Designation Decision, para. 161.

<sup>128</sup> Alphabet Designation Decision, para. 165.

#### IV. Art. 5(3)

7. 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)**

8. Google confirms that as of 6 March 2025 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 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)**

10. Google confirms that as of 6 March 2025 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 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)**

12. Google confirms that as of 6 March 2025 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 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.

14. As described in Google's first Compliance Report of 6 March 2024, 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).<sup>129</sup> 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 2025 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 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)

17. Google confirms that as of 6 March 2025 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)

##### B.1 Status Prior to 6 March 2025

18. 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. Google has nonetheless introduced some product changes since 6 March 2024, as detailed below.

---

<sup>129</sup>

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

## **B.2 DMA-related changes since 6 March 2024**

19. Google has introduced some changes regarding the creation of a Google Account in all circumstances in which one can be created, including (i) when initiating the set-up of Android; (ii) when completing the set-up of Android; and (iii) from the Android settings. In particular, Google offers:
- (a) the option to create a Google Account either with Gmail or with a third-party email address in all circumstances in which a Google Account can be created,
  - (b) a new user sign-in interface design for the display of the different identifier options in an equally weighted manner; as well as additional information, including via a new Google Help article, on how users can create a Google Account with an existing or new third-party email address.
20. The abovementioned changes apply also to all other circumstances in which a Google Account can be created, including when accessing other Google CPSs as well as on desktop and, when applicable, on iOS.

## **X. Art. 5(9)**

21. Art. 5(9) does not apply to Google Android because it only applies to online advertising service CPSs.

## **XI. Art. 5(10)**

22. 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)**

23. Google confirms that as of 6 March 2025 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)**

24. 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)**

25. Google confirms that as of 6 March 2025 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 6 March 2025**

26. Google's approach to compliance with Art. 6(3) remains consistent with the description in the first Compliance Report of 6 March 2024.
27. Google Android already complied with Art. 6(3)'s obligation to allow the uninstallation of apps and easy default switching prior to the DMA. Google already showed an OSE choice screen on Google Android devices in the EU (except for Pixel devices) prior to the DMA, and has developed new choice screens to comply with the DMA.
28. Google describes the changes made to its choice screens and how they operate below.

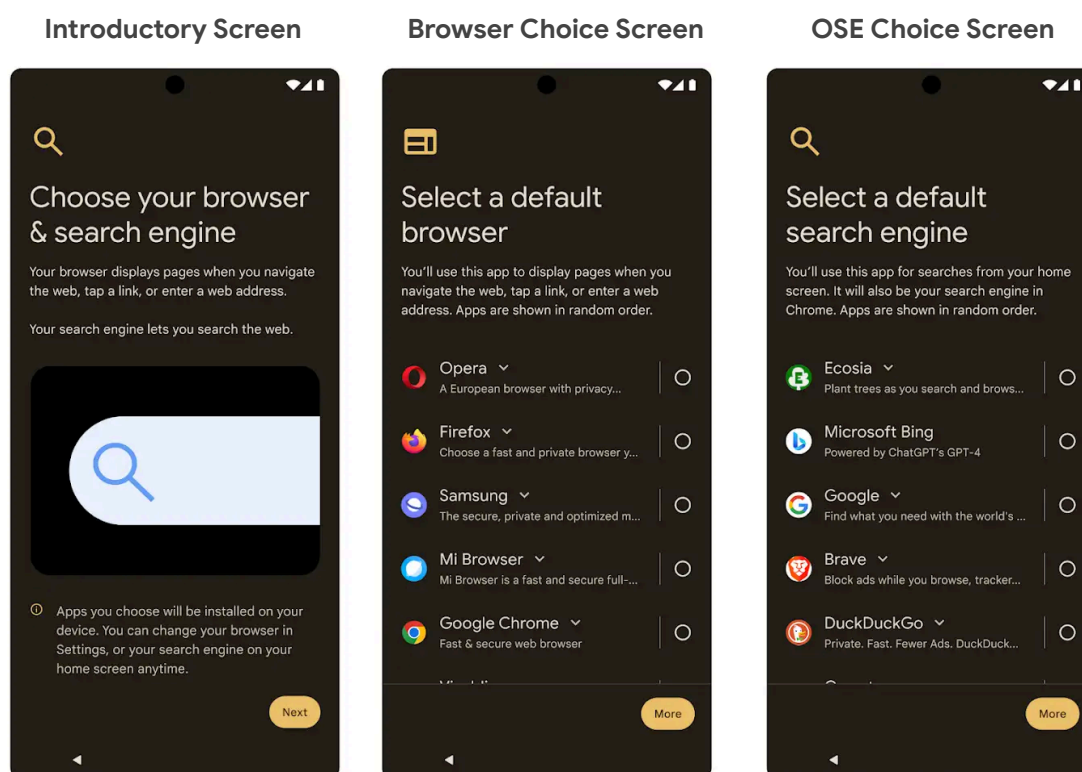
#### **Overview of Google Android's compliance with Art. 6(3)**

29. **Uninstallation of apps.** 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) uninstalling apps in a Google Android device's system partition such that they are returned into an uninstalled state.<sup>130</sup> Certain apps on Pixel devices that are essential to the functioning of the operating system or of the device cannot be uninstalled.
30. **Easily switchable defaults.** Google Android supports easy switching of defaults in the following ways:
- (a) Google Android enables users to switch defaults for certain app categories 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.
31. Google Android does not seek to override users' default choices.

---

<sup>130</sup> OEMs might choose to preinstall apps in a manner that prevents users from disabling them.

32. **Choice screens.** Google showed an OSE choice screen on Google Android devices in the EU (except for Pixel devices) prior to the DMA's adoption. That choice screen set the default OSE in Google Chrome and set the quick search box widget on Google Android (except Pixel) devices. Google implemented this choice screen following the 2018 *Google Android* decision.
33. Google made changes to its existing choice screen design prior to 6 March 2024 and introduced additional choice screens (which include Pixel devices) to implement Art. 6(3). These changes required extensive Google time and resources.
34. Google shows OS-level OSE and browser choice screens in the device setup wizard of Google Android devices. Users are 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 Are Shown

35. Google shows OSE and browser choice screens on Google Android devices in the following circumstances:
  - (a) **OSE choice screens.** Google has implemented 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 has implemented the browser choice screen on devices that set Google Chrome as the default browser. Google estimates that practically all Google Android devices set Google Chrome as the default browser except Samsung devices, where Samsung Internet browser is default.

36. 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

37. Google designed its OSE and browser choice screens based on the *Google Android* choice screen model it showed users in the EU prior to the DMA's adoption and made additional refinements to reflect industry feedback.<sup>131</sup>
38. Google's OSE choice screen also originally followed the European Commission's precedent in the *Microsoft* case, with stratified randomisation of OSEs.<sup>132</sup>
39. 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.
40. In March 2024, Google made adjustments to the design of the OSE choice screen, as detailed in Section XIII.B.2 below.

#### Choice Screen Rollout

41. Google's choice screen rollout covered 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, including the software that manufacturers choose to preinstall and update.
42. For newly-approved third-party OEM device models, Google made an update containing the choice screens, based on a stratified randomisation approach, available to OEMs on 9 January 2024. For an interim period, device models that implemented the choice screen may have shown choice screens based on a stratified randomisation approach. Those devices may have included: Nothing A142; Sony Xperia 5 IV; TCL T509K; Xiaomi 11 Lite 5G NE; ZTE Nubia Flip 5; and Pixel.

---

<sup>131</sup> Google Android device models that Google approved prior to 6 March 2024 continue to show the original *Google Android* search choice screen in the SUW.

<sup>132</sup> 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.

43. Google explains the rollout of its DMA choice screens in detail in Section XIII.B.2 below.

### Choice Screen Operation

44. Users' selections from the choice screens have the following consequences:
- (a) **OSE choice screen.** The OSE choice screen sets the user's default OSE on Google Chrome on that device (see *further* Google Chrome Chapter, Section XIII.B.2), the OSE in the search widget on that device'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 sets the user's default browser on the device (including implicit web 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

45. To participate in Google's choice screens, OSE and browser providers can apply via Google's website.
46. The current participants for the OSE and browser choice screens in each Member State are set out on the Android website.<sup>133</sup>
47. The list of participants in the choice screens is updated twice per year in April and October, based on the applications that Google received up until that date.

---

<sup>133</sup> See Android, [Search engine options for the choice screen](#) and Android, [Browser options for the choice screen](#).

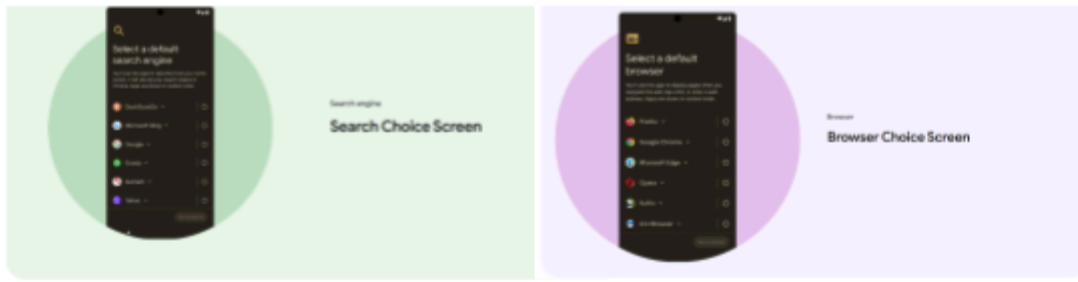
## How can OSEs and browsers apply to appear in the Android choice screens?

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/](https://www.android.com/choicescreen/dma/)

To request an application, OSEs and browsers should contact Google at:

[choicescreen@google.com](mailto:choicescreen@google.com)



### B.2 DMA-related changes since 6 March 2024

48. The changes that Google has made since 6 March 2024 reflect Google's maintenance and further development of its compliance solution, as detailed below.

#### Choice Screen Design

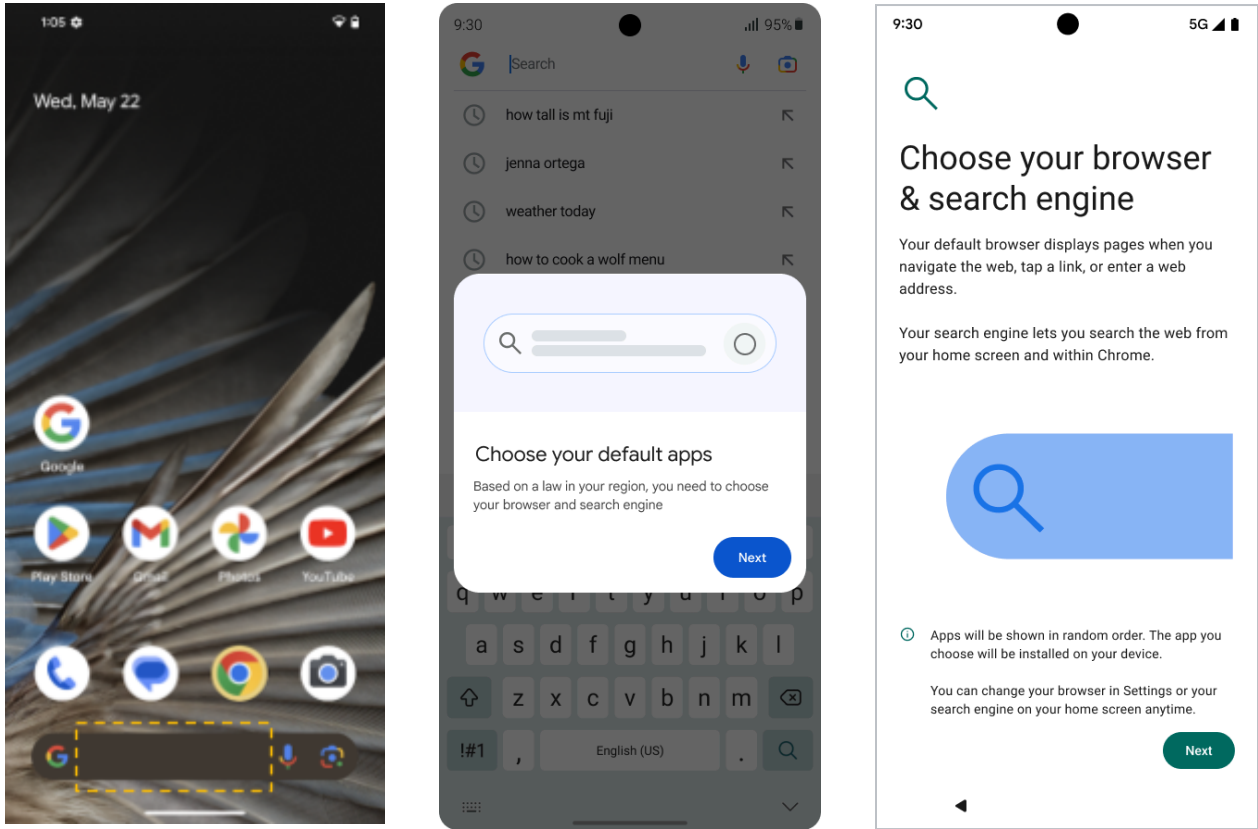
49. Google has adjusted the design of the OSE choice screen to show a fully randomised list of top eligible OSE and browser providers in each EEA Member State, based on Google Play Installation data on Android devices in each EEA Member State.

#### Choice Screen Rollout

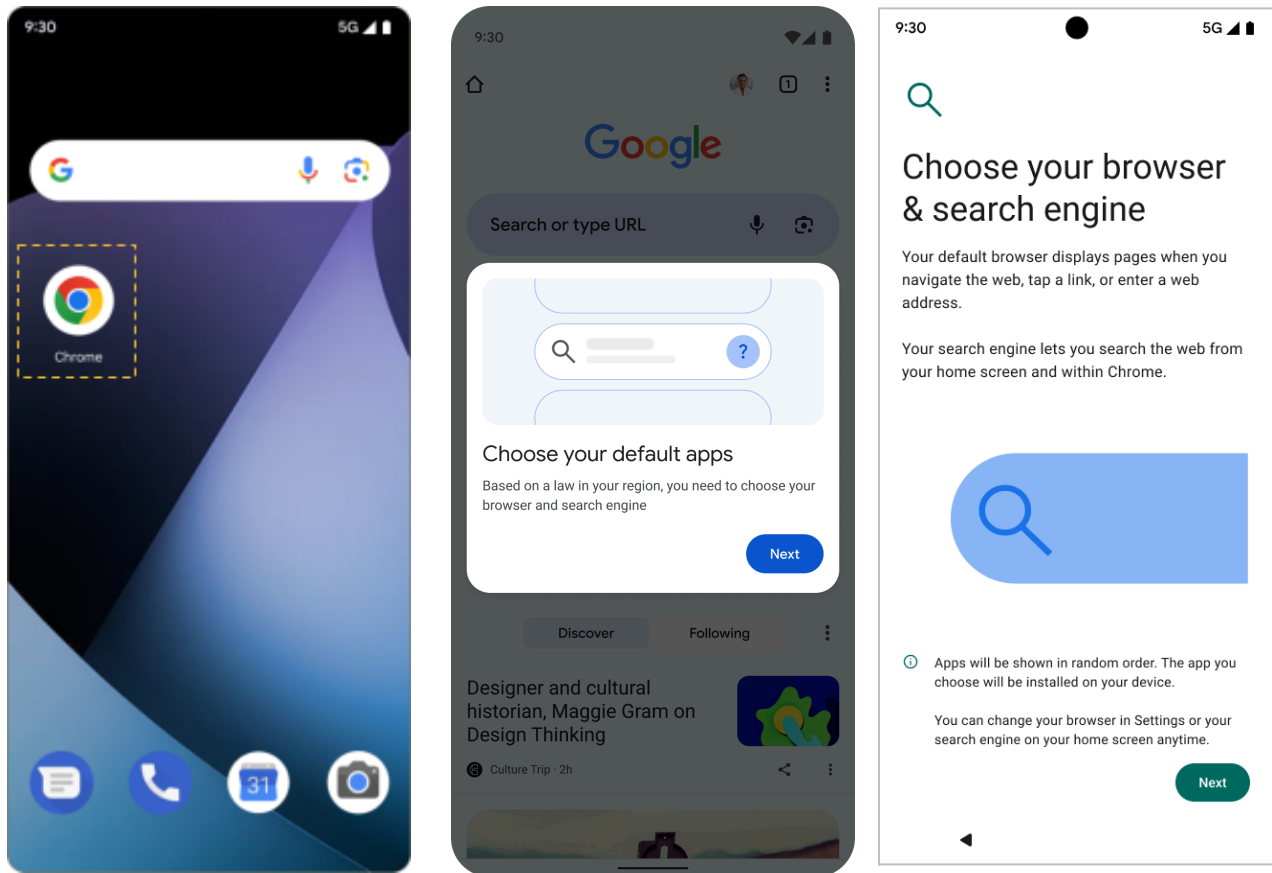
50. Google has taken the following measures to roll out its DMA choice screens to Pixel and third-party OEM Android devices:
- (a) **Pixel devices.** Google rolled out choice screens to new and existing Pixel devices in the EEA, which started showing as of March 2024. Once users install the relevant update, they are shown a persistent notification until they make a selection from the choice screen. On 21 November 2024, Google made an update available to existing Pixel

devices, which requires users who have not engaged with the persistent notification for a certain period to complete their default OSE and browser selections before they are able to continue using Google Chrome and Google Search on their devices, as shown in the mock below (the **blocking experience**). New Pixel devices with software builds approved for distribution after 25 January 2024 also serve choice screens in this manner.

**Blocking experience choice screen flow after user opens Google Search**



### Blocking experience choice screen flow after user opens Google Chrome



(b) **Newly-approved third-party OEM device models.** Google made a series of updates available to OEMs containing or relating to choice screens as described below:

- i. **9 January 2024.** An update containing the initial DMA choice screens that list providers using a stratified randomised approach (see Section XIII.B.1 above).
- ii. **26 June 2024.** An update containing revised DMA choice screens that fully randomise the list of providers, and include immediately visible text description snippets for each provider.
- iii. **22 November 2024.** An update containing the blocking experience described above.

All new Google Android device models approved by Google are required to contain the relevant updates described above within 60 days of the update being made available, and the choice screens will show on such devices that set Google Search or Google Chrome as default. Users 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 (*i.e.*, devices approved for distribution before 6 March 2024), which limits its ability to show OS-level choice screens on such devices. To allow already-approved third-party OEM device models to show choice screens, Google made available to OEMs the series of updates described above and Google has encouraged them to ship the choice screen update to their devices. Following the update made available to OEMs on 26 June 2024, Google made it a requirement that all Maintenance Releases (**MRs**) and Letter Releases (**LRs**) (types of software updates) that OEMs submit to Google must include the latest release containing choice screens that Google made available as a precondition to be approved. Google initially prompted users on devices that had taken the relevant update to complete the choice screen via a persistent notification. Following the update made available to OEMs on 22 November 2024, Google started prompting users whose devices have taken the update (or any later updates) and who had not completed their default selections when their device took that update, via the blocking experience described above.

Already-approved third-party OEM device models running on Android 12. OEMs notified Google in or around November 2024 that they do not plan to push MRs or LRs on their Android 12 devices. Accordingly, Google proposed to the Commission a new solution for distributing choice screens to already-approved third-party OEM device models running on Android 12, under which Google will update, over-the-air, a piece of software called SearchSelector, which is present on the system partition of EEA OEMs' device models approved since March 2020 due to the Android remedy choice screen rollout. Google is currently building this solution, and estimates that it will be ready by May-June 2025.

### 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;*

51. See Sections XIII.B.1 and XIII.B.2 above.

*b) when the measure was implemented;*

52. See Section XIII.B.2 above.

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

53. Google Android shows 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);*

54. Google has rolled 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);*

55. To implement OS-level choice screens on third-party OEM 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, or as part of software updates on already-approved device models. Google shipped this update to Pixel devices directly. Google has followed the same mechanism for subsequent updates to the choice screens, including the blocking experience.

*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);*

56. As explained in Section XIII.B.2 above, Google Android end users are shown the new choice screens on device setup. End users of already-approved devices are shown a persistent notification to enter the choice screens once they install the update containing the choice screens on their device. End users who have not engaged with the persistent notification for a certain period are shown the blocking experience before they can use Google Chrome and Google Search on their 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);*

57. To participate in Google's choice screens, OSE and browser providers must comply with the eligibility requirements listed on Google's DMA Choice Screen website<sup>134</sup> and must submit an application for participation to Google. The list of participants in the choice screens is updated twice per year in April and October, based on the applications that Google received up until that date.
58. Participation in Google's choice screens is free of charge.
59. Apps that qualify as both a browser and an OSE may 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;*

60. 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;*

61. Since 6 March 2024, Google has had ongoing dialogue with third parties about its compliance solutions and has taken account of *ad hoc* feedback as and when it has been received.

*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;*

62. 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;*

63. 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;*

---

<sup>134</sup> See [DMA Search Choice Screen](#).

64. Google informs business users of information relating to the choice screens, including the eligibility criteria, how frequently options will be refreshed, how to apply, and how to update text descriptions on the Android website.<sup>135</sup> Google also publishes the updated list of providers that appear on choice screens in each Member State on the Android website each time the lists are refreshed.<sup>136</sup> End users are informed of Google's implementation of choice screens when they are prompted to make their default selections.

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

65. 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;*

66. 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;*

67. 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;*

68. 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;*

---

<sup>135</sup> See Android, [Browser Choice Screen](#) and Android, [Search Choice Screen](#).

<sup>136</sup> See Android, [Search engine options for the choice screen](#) and Android, [Browser options for the choice screen](#).

69. 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;*

70. [Confidential]

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

71. [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).*

72. 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, which it does. This process is described at Section XIII.B.2 above.

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

73. 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)**

74. [Confidential]

**B.6 Summary of Feedback from business users and end users (Section 2.1.5)**

75. [Confidential]

**XIV. Art. 6(4)**

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

76. Google confirms that as of 6 March 2025 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)**

77. 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)**

78. 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)**

79. Google confirms that as of 6 March 2025 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)**

80. 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)**

81. Google confirms that as of 6 March 2025 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)**

82. 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.

83. 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.
84. 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](https://developer.android.com/dma-interop-request)

### XVIII. Art. 6(8)

85. Art. 6(8) does not apply to Google Android because it only applies to online advertising service CPSs.

### XIX. Art. 6(9)

86. 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)

87. Google confirms that as of 6 March 2025 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)**

88. 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)**

89. Art. 6(11) does not apply to Google Android because it only applies to OSE CPSs.

**XXII. Art. 6(12)**

90. Art. 6(12) does not apply to Google Android 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)**

91. Google confirms that as of 6 March 2025 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)**

92. 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**

93. 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.<sup>137</sup> Google Chrome is available on desktop (MacOS, Windows OS, Google ChromeOS, and Linux), and on Apple and Google Android smartphones and tablets.<sup>138</sup>
2. To comply with DMA obligations applicable to Google Chrome, Google developed:
  - (a) Controls for cross-service exchanges of personal data (see Art. 5(2) Chapter),
  - (b) 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) Functionality to enhance existing data portability opportunities (see Art. 6(9) Chapter).

## II. Business Users of Google Chrome (Section 2.2)

3. 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)**

4. Google confirms that as of 6 March 2025 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)**

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

---

<sup>137</sup> Alphabet Designation Decision, para. 176.

<sup>138</sup> Alphabet Designation Decision, para. 175.



#### IV. Art. 5(3)

6. 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)**

7. Google confirms that as of 6 March 2025 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 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)**

9. Google confirms that as of 6 March 2025 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 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)**

11. Google confirms that as of 6 March 2025 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 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.

13. As described in Google's first Compliance Report of 6 March 2024, 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).<sup>139</sup> 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)

14. Google confirms that as of 6 March 2025 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 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' websites 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)

16. Google confirms that as of 6 March 2025 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 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)

18. Art. 5(9) does not apply to Google Chrome because it only applies to online advertising service CPSs.

---

<sup>139</sup>

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

## XI. Art. 5(10)

19. 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)**

20. Google confirms that as of 6 March 2025 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 2025 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 6 March 2025**

23. Google's approach to compliance with Art. 6(3) remains consistent with the description in the first Compliance Report of 6 March 2024. Google describes its compliance below.

#### **Overview of Google Chrome's compliance with Art. 6(3)**

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. 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 in the EU (except for Pixel devices) prior to the DMA's adoption. That choice screen set the default OSE in Google Chrome on Google Android (except Pixel) devices. Google implemented this choice screen following the 2018 *Google Android* decision. Google developed choice screens affecting the default OSE in Google Chrome on additional platforms (e.g., iOS/iPadOS, MacOS, Windows, Google Chrome OS, and Linux) to comply with the DMA, as described below. Google made

changes to its existing choice screen prior to 6 March 2024 and introduced additional choice screens to implement Art 6(3), which operate as described below.

27. Google shows a Google Chrome choice screen when the user first opens Google Chrome after installation, or after first updating to a version that includes the choice screen.

#### Devices on Which Choice Screens Are Shown

28. **Google Android devices.** Users are 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.
29. **Non-Google Android devices.** On non-Google Android devices, Google shows 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 after first updating to a version that includes the choice screen. These Google Chrome choice screens are shown on all the user's eligible current and new devices on the following platforms:
  - (a) iOS/iPadOS,
  - (b) MacOS,
  - (c) Windows OS,
  - (d) Google Chrome OS,
  - (e) Linux.

#### Choice Screen Design

30. As explained in Google's first Compliance Report of 6 March 2024, Google originally developed a choice screen design that followed the European Commission's precedent in the *Microsoft* case, with stratified randomisation of OSEs.<sup>140</sup>
31. The stratified randomisation approach received support from a number of industry players, and satisfied the DMA's obligation to show the "main available" providers.
32. In March 2024, Google made adjustments to the design of the Google Chrome choice screen, as detailed in Section XIII.B.2 below.

---

<sup>140</sup> 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 process to apply to participate in the Google Chrome choice screens is set out in the Google Android Chapter.

#### **Choice Screen Rollout**

34. In reaction to feedback from the European Commission, in early 2024 Google paused the rollout of the Google Chrome choice screen to adjust its design to show a fully randomised list of OSEs.
35. The Google Chrome choice screen rollout covers both new and existing devices where the Google Chrome app is installed. Google explains the rollout of its Google Chrome choice screens in detail in Section XIII.B.2 below.

#### **Choice Screen Operation**

36. The user's selection from the Google Chrome choice screen sets the user's default OSE on Google Chrome on that device, including for the dual-purpose address bar/search engine bar (the omnibox), the search box on the Google Chrome new tab page, reverse image search queries, text search within Google Chrome, and other applicable Google Chrome default search access points on the device.

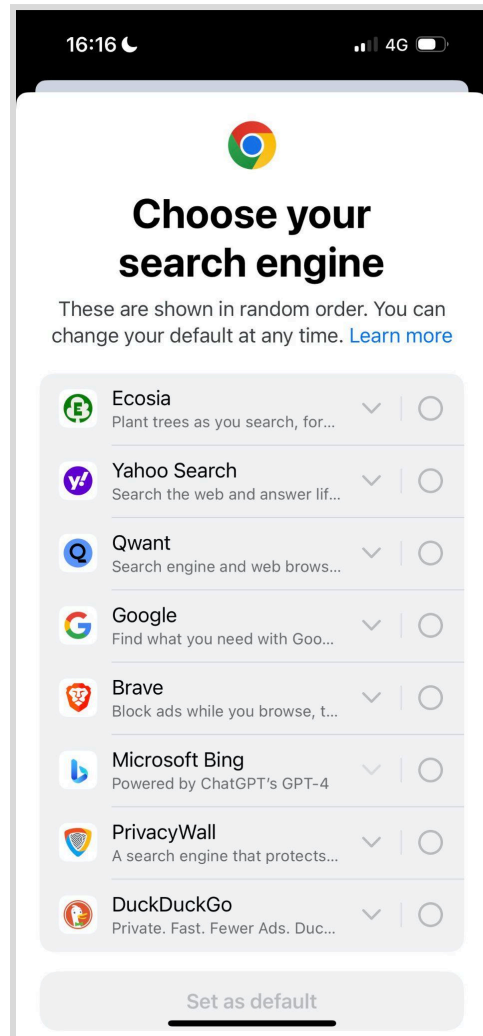
#### **B.2 DMA-related changes since 6 March 2024**

37. The changes that Google has made since 6 March 2024 reflect Google's further development of its compliance solution, as detailed below.

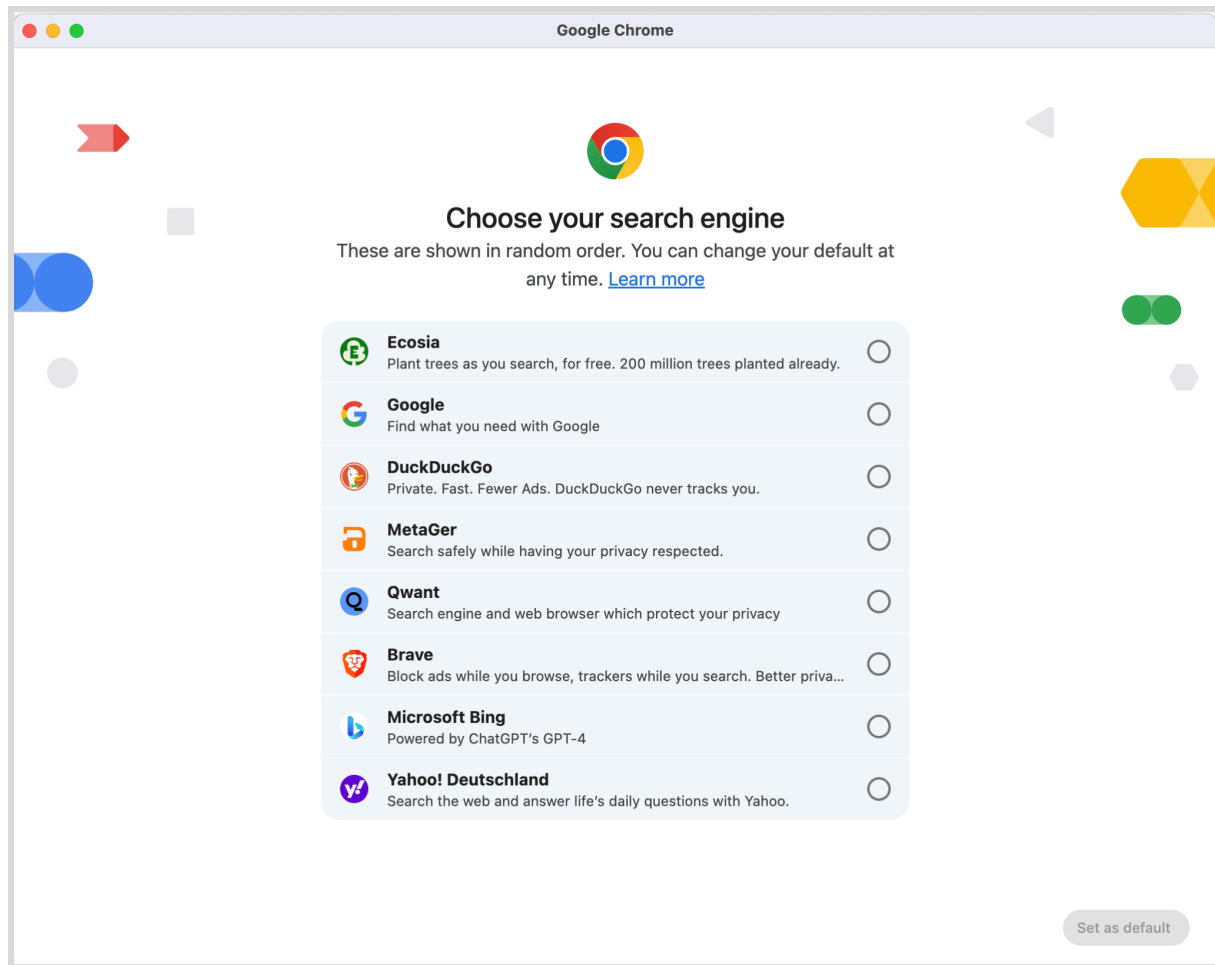
#### **Choice Screen Design**

38. Google has adjusted the design of the Google Chrome choice screen to show a fully randomised list of top eligible OSE providers in each EEA Member State, based on Google Play installation data on Google Android devices in each EEA Member State. This change required additional Google time and resources.
39. Illustrations of the Google Chrome choice screen on iOS and desktop (MacOS) are shown below:

iOS



## MacOS



### Choice Screen Rollout

40. The Google Chrome choice screen rollout covers both new and existing devices where the Google Chrome app is installed. In particular:
- (a) **iOS and iPadOS devices.** Google rolled out the updated Google Chrome choice screen to new and existing iOS and iPadOS devices in the EEA where the Google Chrome app is installed, which started showing as of April 2024.
  - (b) **Desktop devices.** Google rolled out the updated Google Chrome choice screen to new and existing desktop devices (Windows OS, MacOS, Google ChromeOS, Linux) in the EEA where the Google Chrome app is installed, which started showing as of April 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;*

41. See Sections XIII.B.1 and XIII.B.2 above.

*b) when the measure was implemented;*

42. See Section XIII.B.2 above for the rollout of the Google Chrome choice screen.

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

43. Google shows 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);*

44. Google rolled out the Google Chrome 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);*

45. As explained in Google's first Compliance Report of 6 March 2024, to implement the Google Chrome choice screen, Google made technical changes to the Google Chrome and the Google Android codes.

*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. As explained in Section XIII.B.2 above, Google Chrome's end users are shown a browser-level choice screen to select the default OSE on non-Google Android devices and an OS-level choice screen to select the default OSE on 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);*

47. 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 website,<sup>141</sup> and must submit an application for participation to Google. The list of participants in the choice screen is updated twice per year in April and October, based on the applications that Google received up until that date.

48. Participation in the Google Chrome choice screen is 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;*

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. See the Google Android Chapter, Section XIII.B.3(i). Google assesses 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;*

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;*

---

<sup>141</sup> See [DMA Search Choice Screen](#).

52. 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;*

53. See the Google Android Chapter, Section XIII.B.3(l). Google assesses the design and implementation of choice screens for both Google Android and Google Chrome together.

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

54. 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;*

55. 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;*

56. See the Google Android Chapter, Section XIII.B.3(o). Google assesses the design and implementation of choice screens for both Google Android and Google Chrome together.

*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;*

57. 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;*

58. 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;*

59. [Confidential]

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

60. [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).*

61. 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 choice screen, which it does. 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)**

62. 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)**

63. [Confidential]

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

64. [Confidential]

**XIV. Art. 6(4)**

65. Art. 6(4) does not apply to Google Chrome because it only applies to OS CPSs.

**XV. Art. 6(5)**

66. 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)**

67. Google confirms that as of 6 March 2025 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)**

68. Google Chrome already complied with Art. 6(6) prior to the DMA because it does not impose restrictions on the end users’ ability to switch between, or subscribe to, different software applications or services accessed using Google Chrome.

**XVII. Art. 6(7)**

69. Art. 6(7) does not apply to Google Chrome because it only applies to OS and virtual assistant CPSs.

**XVIII. Art. 6(8)**

70. Art. 6(8) does not apply to Google Chrome because it only applies to online advertising service CPSs.

**XIX. Art. 6(9)**

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

71. Google confirms that as of 6 March 2025 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)**

72. 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)**

73. Google confirms that as of 6 March 2025 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)**

74. 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)**

75. Art. 6(11) does not apply to Google Chrome because it only applies to OSE CPSs.

## **XXII. Art. 6(12)**

76. 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)**

77. Google confirms that as of 6 March 2025 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)**

78. 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

79. Art. 7 does not apply to Google Chrome because it only applies to number-independent interpersonal communications service CPSs.

# Non-confidential summary of the 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.<sup>142</sup>
2. To comply with DMA obligations applicable to Google Maps, Google developed:
  - (a) Controls for cross-service exchanges of personal data (see Art. 5(2) Chapter),
  - (b) 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) 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) Functionality to enhance existing data portability opportunities (see Art. 6(9) Chapter).

## II. Business users of Google Maps (Section 2.2)

3. [Confidential]

## III. Art. 5(2)

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

4. Google confirms that as of 6 March 2025 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)**

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

---

<sup>142</sup> Alphabet Designation Decision, para. 75.

## IV. Art. 5(3)

### A. Compliance Statement (Section 2.1.1)

6. Google confirms that as of 6 March 2025 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 6 March 2025

7. Google changed its contract templates and sent waivers for contracts that might have required remediation under Art. 5(3) via email or by physical mail in February 2024.

#### B.2 DMA-related changes since 6 March 2024

8. Google has not made any further changes to its Art. 5(3) compliance measures.

## V. Art. 5(4)

### A. Compliance Statement (Section 2.1.1)

9. Google confirms that as of 6 March 2025 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)

10. 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)

11. Google confirms that as of 6 March 2025 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)

12. 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.
13. 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)

14. Google confirms that as of 6 March 2025 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)

15. 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.
16. As described in Google's first Compliance Report of 6 March 2024, 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).<sup>143</sup> 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)

17. Google confirms that as of 6 March 2025 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)

18. 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)

19. Google confirms that as of 6 March 2025 it has ensured compliance with the obligation laid down in Art. 5(8) of Regulation (EU) 2022/1925.

---

<sup>143</sup> See [Data Protection Law Compliance - Business Data Responsibility](#).

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

20. 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)**

21. Art. 5(9) does not apply to Google Maps because it only applies to online advertising service CPSs.

**XI. Art. 5(10)**

22. 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)**

23. Google confirms that as of 6 March 2025 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)**

24. 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)**

25. 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)**

26. 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)**

27. Google confirms that as of 6 March 2025 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)**

28. 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)**

29. Google confirms that as of 6 March 2025 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)**

30. 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)**

31. Art. 6(7) does not apply to Google Maps because it only applies to operating system and virtual assistant CPSs.

**XVIII. Art. 6(8)**

32. 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)**

33. Google confirms that as of 6 March 2025 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)**

34. 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)**

35. Google confirms that as of 6 March 2025 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)**

36. 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)

37. Art. 6(11) does not apply to Google Maps because it only applies to online search engine CPSs.

## XXII. Art. 6(12)

38. 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)**

39. Google confirms that as of 6 March 2025 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)**

40. 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

41. Art. 7 does not apply to Google Maps because it only applies to number-independent interpersonal communications service CPSs.

# Non-confidential summary of the 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).<sup>144</sup> 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 comply with DMA obligations applicable to Google Play, Google implemented:
  - (a) Controls for cross-service exchanges of personal data (see Art. 5(2) Chapter),
  - (b) 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) 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) below),
  - (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) below),
  - (e) 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) 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).

## II. Business users of Google Play (Section 2.2)

4. [Confidential]

---

<sup>144</sup> Alphabet Designation Decision, para. 60.

### III. Art. 5(2)

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

5. Google confirms that as of 6 March 2025 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 2025, 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 6 March 2025**

8. Google changed its contract templates and sent waivers for contracts that might have required remediation under Art. 5(3) via email or by physical mail in January 2024.

##### B.2 **DMA-related changes since 6 March 2024**

9. Google has not made any further changes to its Art. 5(3) compliance solution.

### V. Art. 5(4)

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

10. Google confirms that as of 6 March 2025 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 6 March 2025**

11. On 6 March 2024, Google Play launched the **External Offers program**, as explained in Google's first Compliance Report of 6 March 2024. The External Offers program complied with Art. 5(4) by allowing 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.

12. The External Offers program comprises the following elements:
13. First, developers are 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 need to sign up to Google Play's External Offers program.
14. Second, to protect user safety, Google Play implements proportionate security measures for apps that show in-app promotions which lead users outside Play's secure environment to an alternative distribution channel. This includes requiring developers enrolled in the External Offers program to make users aware that, when a user clicks on hyperlink leading to an external offer, they are transacting outside the app without the security and safety that Google Play provides. The relevant requirements are published online and available through the Google Play Console Help Center.<sup>145</sup>
15. Third, for apps that show external offers, the following fees apply:
  - (a) A fee charged for the "*initial acquisition of the end user*" (Recital 40), which is time-limited to two years. Play will charge a fee of 5% (autorenewing subscriptions) and 10% (other digital content, *i.e.*, other offers that are consumable within the app).
  - (b) A fee charged for ongoing services, which will amount to 7% (auto-renewing subscriptions) and 17% (other digital content). The ongoing service fee is charged for the value that Play provides after a user downloads an app, such as the delivery of app updates, ongoing security features, and developer and analytics tools. 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.
  - (c) 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.
16. Developers that are interested in participating in the External Offers program can find out more information and sign up on the Google Play website.

---

<sup>145</sup> See [Enrolling in the external offers program](#).

## 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](https://support.google.com/googleplay/android-developer/answer/14539286)

### B.2 DMA-related changes since 6 March 2024

17. Google continues to engage closely with the European Commission in the context of their ongoing investigation into the changes Google implemented for Play.

### 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;*

18. Prior to the implementation of the DMA, Google Play developers were able to communicate and promote offers and conclude contracts with end users through channels outside Google Play. As described above, the External Offers program enables developers to present within their Google Play apps promotional messages and hyperlinks for their own external offers on their sites, where users can contract for those offers.

*b) when the measure was implemented;*

19. Google introduced the External Offers program described in Section V.B.1 on 6 March 2024.

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

20. 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);*

21. 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);*

22. The changes described in Section V.B.1 above required 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);*

23. The External Offers program enables developers to present within their Google Play apps promotional messages and hyperlinks for their own external offers on their sites, where users can contract for those offers. Developers 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.<sup>146</sup>

*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);*

24. Under its External Offers program, Google Play applies the fee model and security requirements described in Section V.B.1 above.

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

25. Not applicable.

*i) any consultation with end users, business users and/or any interested parties that has been carried*

<sup>146</sup>

See [Developer Terms of Service for External Offers program](#).

*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;*

26. Google described in its first Compliance Report of 6 March 2024 the consultations it engaged in on the External Offers program prior to the DMA coming into force. Since then, Google has presented its solution and sought feedback on the External Offers program at the Alphabet DMA Compliance Workshop hosted by the European Commission on 21 March 2024; at the EMEA Play Advisory Council in Berlin on 27 June 2024; and at developer roundtables hosted by Google on 29 July 2024 and 14 November 2024, both of which were attended by the European Commission.

*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;*

27. Google did not involve external consultants for the design or implementation of its Art. 5(4) compliance solution.

*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;*

28. [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;*

29. 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;*

30. 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.<sup>147</sup>

<sup>147</sup> 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;*

31. 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;*

32. 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;*

33. 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;*

34. 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;*

35. [Confidential]

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

36. [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).

37. Developers participating in the External Offers program have to implement APIs to support the External Offers program.

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

38. 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)**

39. [Confidential]

#### **B.6 Summary of Feedback from business users and end users (Section 2.1.5)**

40. [Confidential]

## **VI. Art. 5(5)**

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

41. Google confirms that as of 6 March 2025 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)**

42. 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)

43. Google confirms that as of 6 March 2025 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)

44. 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.
45. As described in Google's first Compliance Report of 6 March 2024, 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).<sup>148</sup> 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)

46. Google confirms that as of 6 March 2025 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 6 March 2025

47. As explained in the first Compliance Report, on 6 March 2024, Google enabled all developers to offer a non-Google Play billing system to 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

---

<sup>148</sup>

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

system or through an alternative billing system provided by the developer.<sup>149</sup> Transactions completed using the developer's alternative billing system are subject to Google Play's standard service fee, less an adjustment of four percentage points.<sup>150</sup>

- (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 three percentage points.

48. The User Choice Billing and EEA programs comply with Art. 5(7) because they enable all developers to offer a non-Google Play billing system to EEA users. Further information about these programs is available on the Google Play website.<sup>151</sup>
49. 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.<sup>152</sup> Nor does it impose any requirements on developers to use a particular web browser engine.

## **B.2 DMA-related changes since 6 March 2024**

50. Google has not made any further changes beyond those described in its first Compliance Report of 6 March 2024 (see Section VIII.B.1 above).

## **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;*

*b) when the measure was implemented;*

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

<sup>149</sup> For completeness, the User Choice Billing program is also available in jurisdictions outside the EEA, such as South Korea and India.

<sup>150</sup> 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.

<sup>151</sup> See Google Play, [Enrolling in the user choice billing program](#); and Google Play, [EEA program](#).

<sup>152</sup> Developers may elect to host their own sign-in process or rely on a third-party service, including Google's.

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

*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);*

*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);*

*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);*

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

*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;*

*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;*

*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;*

*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;*

51. Sections VIII.B.3(a)-(l) are not applicable because Google did not implement any new measures since 6 March 2024 for the purposes of complying with Art. 5(7).

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

52. The User Choice Billing and EEA programs are 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.<sup>153</sup>

*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;*

53. As explained in the first Compliance Report of 6 March 2024, the User Choice Billing and EEA programs require developers to meet proportionate user protection requirements. These include, for example, user interface requirements, 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.<sup>154</sup>

*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;*

54. 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*

<sup>153</sup> See [General Conditions of Access for Google Play in the EEA](#).

<sup>154</sup> See [Offering an alternative billing system for users in the European Economic Area \(EEA\)](#); and [Enrolling in the User Choice Billing pilot](#).



*actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;*

55. 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;*

56. 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.

*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;*

57. [Confidential]

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

58. [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).*

59. As explained in the first Compliance Report of 6 March 2024, developers offering an alternative billing system under the User Choice Billing or EEA programs are required to integrate with the Alternative Billing APIs. These 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 that submit an application to enroll 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 Programme, including the integration of the Alternative Billing APIs. Guidance on how to integrate the Alternative Billing APIs is available on Google's Android developer website.<sup>155</sup>

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

60. 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)**

61. [Confidential]

#### **B.6 Summary of Feedback from business users and end users (Section 2.1.5)**

62. [Confidential]

### **IX. Art. 5(8)**

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

63. Google confirms that as of 6 March 2025 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)**

64. 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)**

65. Art. 5(9) does not apply to Google Play because it only applies to online advertising service CPSs.

### **XI. Art. 5(10)**

66. Art. 5(10) does not apply to Google Play because it only applies to online advertising service CPSs.

---

<sup>155</sup> See [Alternative billing APIs](#).

## XII. Art. 6(2)

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

67. Google confirms that as of 6 March 2025 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)**

68. 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)

69. 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)

70. 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)**

71. Google confirms that as of 6 March 2025 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)**

72. 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.

73. Ranking factors are weighted differently based on where on Google Play a user is looking, the device they are on, and their personal preferences.
74. Google is transparent about how it ranks apps on Google Play. It publishes information about how apps are ranked on its developer help pages.<sup>156</sup> It also publishes updates on its developer blog periodically which discuss different parameters affecting an app's discoverability.<sup>157</sup>
75. 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)

76. Google confirms that as of 6 March 2025 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)

77. 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)

78. Art. 6(7) does not apply to Google Play because it only applies to operating systems and virtual assistant CPSs.

## XVIII. Art. 6(8)

79. 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)

80. Google confirms that as of 6 March 2025 it has ensured compliance with the obligation laid down in Art. 6(9) of Regulation (EU) 2022/1925.

---

<sup>156</sup> See [App Discovery and Ranking](#).

<sup>157</sup> 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)**

81. 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)**

82. Google confirms that as of 6 March 2025 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)**

83. 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)**

84. 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)**

85. Google confirms that as of 6 March 2025 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 6 March 2025**

86. Google Play has always complied with the requirement to provide to Google Play developers fair, reasonable, and non-discriminatory (**FRAND**) general conditions of access.<sup>158</sup>

**The service fees Google Play charges for its intermediation service are FRAND**

87. Google Play charges a service fee for paid app downloads and purchases of in-app digital content that Google Play intermediates.<sup>159</sup> 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

---

<sup>158</sup> 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.

<sup>159</sup> The 30% service fee applies to sales of digital content exceeding USD 1 million annually.

15% or less. Google Play's fee levels are set out in the EEA general conditions of access published on Google Play Console Help.<sup>160</sup> Google Play's revenue-based charging model and fee levels are FRAND for the following reasons.

88. **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.
89. **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).
90. **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**

91. 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**).<sup>161</sup> 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.<sup>162</sup>
92. To comply with Art. 6(12), Google has maintained and updated Google Play's EEA general conditions of access, which are published on Google Play's website.<sup>163</sup>
93. 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**).

---

<sup>160</sup> See [General Conditions of Access for Google Play in the EEA](#).

<sup>161</sup> See [Developer Distribution Agreement](#).

<sup>162</sup> See [Developer Policy Center](#).

<sup>163</sup> See [General Conditions of Access for Google Play in the EEA](#).

### 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](https://support.google.com/googleplay/android-developer/answer/14659200)

#### B.2 DMA-related changes since 6 March 2024

94. Google has not made any further changes beyond those described in its first Compliance Report of 6 March 2024 (see Section XXII.B.1 above). Google Play's EEA general conditions of access, which were published to comply with the DMA, are updated from time to time to reflect updates to Google Play policies.<sup>164</sup>

#### 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;*

*b) when the measure was implemented;*

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

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

*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);*

*f) any changes to the customer experience made in connection with the implementation of the*

<sup>164</sup>

See [General Conditions of Access for Google Play in the EEA](#).

*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);*

*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);*

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

*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;*

*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;*

*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;*

*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;*

95. Sections XXII.B.3(a)-(l) are not applicable because Google did not implement any new measures since 6 March 2024 to comply with Art. 6(12).

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



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

96. 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 User Choice Billing program and the EEA program to comply with Art. 5(7), and the External Offers program to comply with 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;*

97. 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;*

98. This section is not applicable because Google did not implement any new measures since 6 March 2024 to comply with Art. 6(12).

*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;*

99. 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;*

100. 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;*

101. 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;*

102. 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).*

103. Not applicable.

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

104. 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)**

105. [Confidential]

#### **B.6 Summary of Feedback from business users and end users (Section 2.1.5)**

106. [Confidential]

### **XXIII. Art. 6(13)**

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

107. Google confirms that as of 6 March 2025 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)**

108. 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.<sup>165</sup>

## XXIV Art. 7

109. Art. 7 does not apply to Google Play because it only applies to number-independent interpersonal communication service CPSs.

---

<sup>165</sup>

See [Google Play Developer Distribution Agreement, Clauses 10.2 and 10.3](#).

# Non-confidential summary of the 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.<sup>166</sup> The output of Google Search covers search results regardless of their format and input mechanism.<sup>167</sup>
2. To comply with DMA obligations applicable to Google Search, Google developed:
  - (a) Controls for cross-service exchanges of personal data (see Art. 5(2) Chapter),
  - (b) 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) 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).
  - (f) EEA general conditions of access for Google Search, which have been published on Google Search's website (see Art. 6(12) below).

## II. Business users of Google Search (Section 2.2)

3. [Confidential]

## III. Art. 5(2)

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

4. Google confirms that as of 6 March 2025 it has ensured compliance with the obligation laid down in Art. 5(2) of Regulation (EU) 2022/1925.

---

<sup>166</sup> Alphabet Designation Decision, para. 93.

<sup>167</sup> Alphabet Designation Decision, para. 95.

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

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

**IV. Art. 5(3)**

6. Art. 5(3) does not apply to Google Search because it only applies to online intermediation service CPSSs.

**V. Art. 5(4)**

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

7. Google confirms that as of 6 March 2025 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 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)**

9. Google confirms that as of 6 March 2025 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 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)**

11. Google confirms that as of 6 March 2025 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 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.
13. As described in Google's first Compliance Report, 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).<sup>168</sup> 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)**

14. Google confirms that as of 6 March 2025 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 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)**

16. Google confirms that as of 6 March 2025 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 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.

---

<sup>168</sup> See [Data Protection Law Compliance - Business Data Responsibility](#).

## X. Art. 5(9)

18. Art. 5(9) does not apply to Google Search because it only applies to online advertising service CPSs.

## XI. Art. 5(10)

19. 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)**

20. Google confirms that as of 6 March 2025 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. 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)

22. 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)

23. 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)**

24. Google confirms that as of 6 March 2025 it has ensured compliance with the obligation laid down in Art. 6(5) of Regulation (EU) 2022/1925.

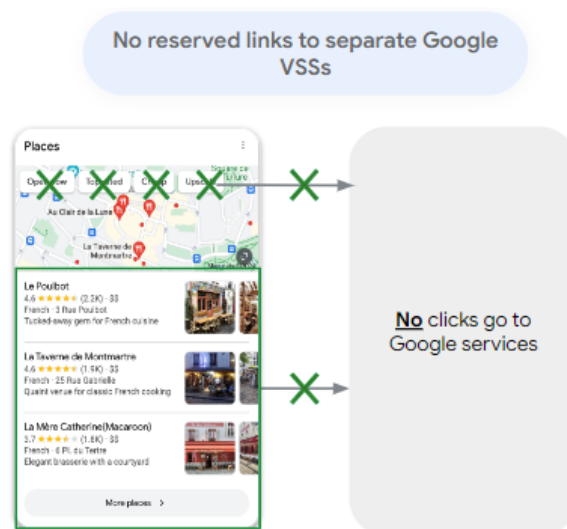
## B. Description of Compliance (Section 2.1.2 - 2.1.5)

### B.1 Status Prior to 6 March 2025

25. Google's approach to compliance with Art. 6(5) remains consistent with the description in the first Compliance Report of 6 March 2024. The changes described there remain in operation as follows.
26. The changes that Google made in the context of the DMA's adoption include both changes that removed existing search result features and changes that introduced new features, including features that provide new opportunities for VSSs and direct suppliers. Google made more than 20 highly visible changes on Google search results pages.
27. As an OSE, Google Search must balance different interests of different stakeholders, including end users and different types of business users. Google's changes were designed to strike that balance in line with the DMA's principles.
28. Google below describes in more detail the changes made and how they operate.

#### Changes that removed existing features

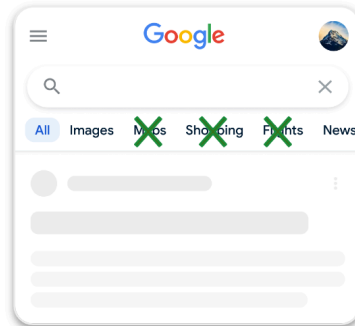
29. As part of its comprehensive revision, Google made several subtractive changes that removed existing search result features. These subtractive changes include the following:
30. **No reserved links to separate Google services in search results.** Under the new framework that Google has introduced, 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.



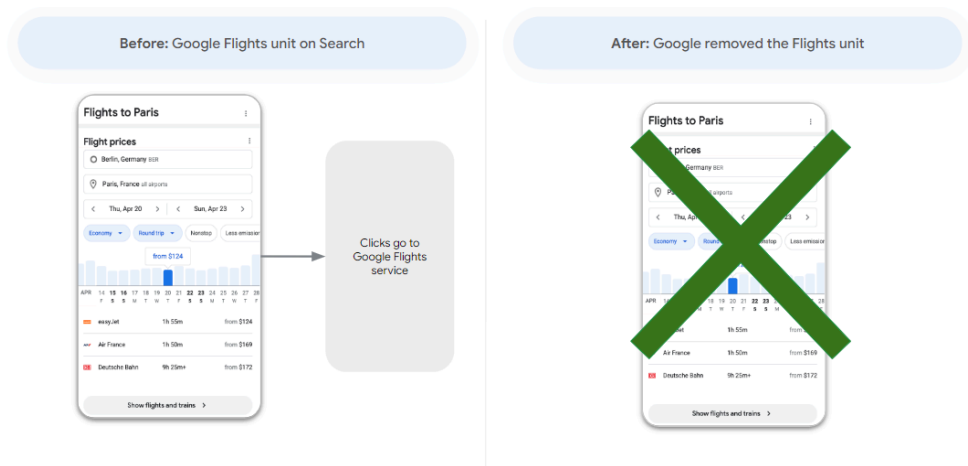
31. **No entry points to separate Google services on the Google Search menu bar.** Google removed entry points to separate Google services in the Google Search menu bar.



No separate Google VSS entry point under search bar

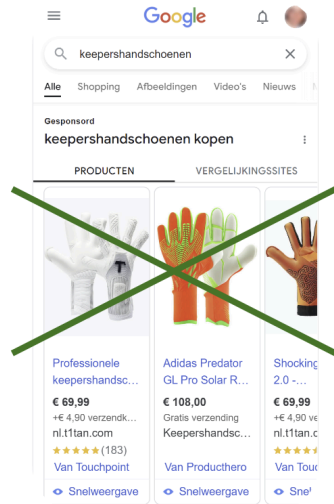


32. **Removing in-unit functionality.** Google removed in-unit functionality that enabled users to filter or sort specifically results shown in that particular unit or block.
33. **Deprecating the Google Flights unit.** Google deprecated its Flights unit on the search results page:

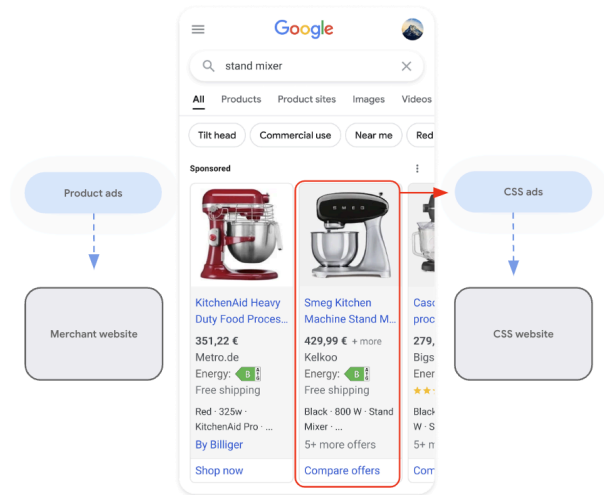


34. **Replacing product ads unit.** Google replaced its product ad unit to allow comparison shopping sites (CSSs) to place product ads that lead to CSSs' sites (CSS ads) alongside existing product ads (which are placed by CSSs and lead to CSSs' merchant partners). The new ad format is described further below.

Before: Unit with only product ads



After: New unit with product ads and CSS ads



## New search result features and designs

35. 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:
36. **Enhanced individual free web result formats for VSSs and direct suppliers.** Google 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.<sup>169</sup>

<sup>169</sup>

See [New Search experiences in EEA: Rich results, aggregator units, and refinement chips | Google Search Central Blog](#).



traffic to their site. VSSs do not need to add any mark-up to their websites to be eligible to appear in the VSS units. More details on how the VSS unit works are available in a public blog post.<sup>170</sup>

39. **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 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.
40. 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).
41. 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.

---

<sup>170</sup> See [New Search experiences in EEA: Rich results, aggregator units, and refinement chips | Google Search Central Blog](#).






42. **New options to connect directly to suppliers in entity results.** To respond to feedback, Google developed new options on entity results for users to connect directly with suppliers, such as hotels and local places. These connection 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).



43. **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


 <b>Easyjet</b>	Nonstop	from €82	>
 <b>Swiss</b>	Connecting	from €158	>
 <b>Lufthansa</b>	Connecting	from €198	>

**More airline options** >


44. **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 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...  
 20,00€ delivery • 30-day returns  
 by Blue Shopping

 **Kelkoo**

489,00 €  
 KITCHENAID 5KSM175PS Artisan  
 Food mixer 4.8L  
 Compare + 5 offers

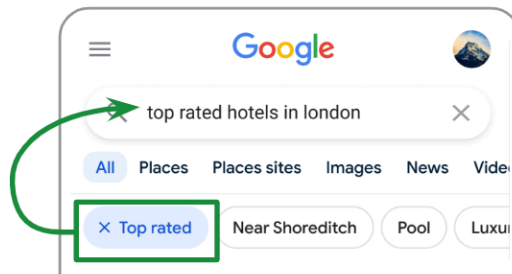
 **KitchenAid**

499,00 €  
 KITCHENAID 5KSM175PS Artisan...  
 20,00€ delivery • 30-day returns  
 by Google

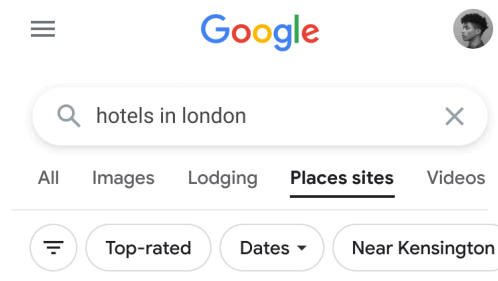
**More stores** >

45. **Query shortcut chips.** Google 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.

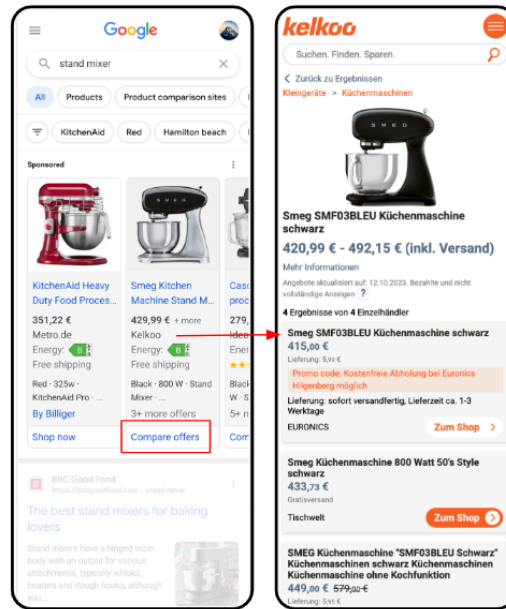


46. **Ability to focus results on VSSs.** As part of its revision of its Google Search menu bar, Google introduced a new chip for VSSs (including CSSs) that enables users to see results just for VSSs. For example, for local and travel queries, if a user selects the “places sites” chip, Google shows only 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.<sup>171</sup>



47. **CSS ads.** As noted above, Google 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.

<sup>171</sup> 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/carousels-beta>

**Lodging data feeds:** <https://developers.google.com/hotels> and [https://support.google.com/hotelprices/answer/11390302?hl=en&ref\\_topic=6064422](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

48. 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.<sup>172</sup>

49. 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.
50. 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 experience<sup>173</sup> and mobile useability);<sup>174</sup> and the user context (e.g., location, and Google Search settings).<sup>175</sup> 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.
51. This approach creates a common, consistent ranking framework for different types of results and result blocks.

#### **Choice options for data feeds**

52. 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). Google gives 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**

53. 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.2 DMA-related changes since 6 March 2024**

54. Google has not made any further changes beyond those described in its first Compliance Report of 6 March 2024 (see Section XV.B.1 above).

---

<sup>172</sup> See [Search Quality Guidelines](#).

<sup>173</sup> See [Understanding Page Experience in Google Search results - Google Search Central](#).

<sup>174</sup> See [Links, Mobile Usability, and site management in the new Search Console](#).

<sup>175</sup> See [How Google Search Works](#).

### 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;*

*b) when the measure was implemented;*

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

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

*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);*

*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);*

*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);*

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

55. Sections XV.B.3(a)-(h) are not applicable because Google has not made any changes to Google Search in connection with Art. 6(5) DMA since its previous Compliance Report dated 6 March 2024.

*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;*

56. Google has been engaged in outreach to discuss potential further changes to Google Search. As of 6 March 2025, Google's outreach included more than 100 industry participants, including VSSs, direct suppliers and trade associations.

*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;*

57. 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;*

58. As described above in Section XV.B.2, Google has proposed further changes to Google Search, as announced in its [blog post](#) of 26 November 2024.

*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;*

59. See Section XV.B.3(i) above. Google has publicly announced that it is considering introducing changes to Google Search in its [blog post](#) of 26 November 2024.

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

*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;*

*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;*

60. Sections XV.B.3(m)-(o) are not applicable because Google has not made any changes to Google Search in connection with Art. 6(5) DMA since its previous Compliance Report dated 6 March 2024.

*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;*

61. [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;*

62. 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;*

63. [Confidential]

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

64. [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).*

65. Business users can participate in the features described in Section XV.B.1 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. See Section XV.B.1 above for a list of published pages and guidance.

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

66. 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)**

67. [Confidential]

#### **B.6 Summary of Feedback from business users and end users (Section 2.1.5)**

68. [Confidential]

## **XVI. Art. 6(6)**

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

69. Google confirms that as of 6 March 2025 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)**

70. 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)**

71. Art. 6(7) does not apply to Google Search because it only applies to operating system and virtual assistant CPSs.

## XVIII. Art. 6(8)

72. 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)

73. Google confirms that as of 6 March 2025 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)

74. 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)

75. Google confirms that as of 6 March 2025 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)

76. 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)

77. Google confirms that as of 6 March 2025 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 6 March 2025

78. Google's Art. 6(11) solution, the European Search Dataset Licensing Program has been in operation since 6 March 2024, without modification, except for changes to the dataset pricing, the availability of a one-off fractional sample, and some technical changes to the anonymisation process to increase the amount of data available under the Program in a privacy safe manner. These changes are detailed in Section XXI.B.2 below.

79. Under the European Search Dataset Licensing 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**

80. The Dataset that Google makes available under its Licensing Program covers query, click, view, and ranking data.

#### **Anonymisation**

81. To comply with the anonymisation obligation of Art. 6(11), the Dataset is anonymised based on frequency thresholding. Google's anonymisation measures are designed to maximise the Google Search data that is made available to OSEs while protecting users' personal data.

#### **Pricing**

82. 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**

83. Google's non-price terms for the Dataset 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**

84. Participation in Google's European Search Dataset Licensing Program is subject to contract.
85. 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 opened on 7 March 2024, and remains open.

### 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](mailto:ESDLP-partnerships@google.com)

For further information on other matters contact Google at:

[ESDLP-technical@google.com](mailto:ESDLP-technical@google.com) for technical enquiries

[ESDLP-privacy@google.com](mailto:ESDLP-privacy@google.com) for questions on privacy and anonymisation

[ESDLP-feedback@google.com](mailto:ESDLP-feedback@google.com) to provide general feedback

86. 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.2 DMA-related changes since 6 March 2024

87. Google introduced a new pricing tier. Google also introduced further optionality for potential recipients on the scope of the license, and made technical changes to increase the volume of the Dataset in a privacy-safe manner.

#### 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;*

88. Since 6 March 2024, Google has launched the changes described in Section XXI.B.2 above, including both pricing and technical changes.

*b) when the measure was implemented;*

89. Google's Search Dataset Licensing Program has been fully operational since 6 March 2024. The additional changes described above in Section XXI.B.2. were implemented throughout 2024.



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

90. 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);*

91. 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);*

92. Google made technical / engineering changes to increase the volume of the dataset in a privacy-safe manner.

*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);*

93. 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);*

94. Art. 6(11) concerns the relation between Google Search and its search competitors, and any changes implemented 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;*

95. 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;*

96. Google has continued its engagement with OSEs that are potential recipients of the Dataset.

*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;*

97. Google did not involve external consultants for the design or implementation of the changes to the Art. 6(11) Dataset and its pricing.

*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;*

98. Google did not consider any other changes to the European Search Dataset Licensing Program.

*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;*

99. Google communicated the changes described above in Section XXI.B.2. to OSEs via Google's ongoing outreach to those OSEs.

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

100. 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;*

101. Google has not taken additional actions since 6 March 2024 to further protect integrity, security or privacy, bar the implementation of new query recovery techniques to recover additional data in a privacy-safe manner. As explained in the 6 March 2024 report, 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.1 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;*

102. 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;*

103. 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;*

104. 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;*

105. [Confidential]

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

106. [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).*

107. 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.1 above.

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

108. 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)**

109. [Confidential]

#### **B.6 Summary of Feedback from business users and end users (Section 2.1.5)**

110. [Confidential]

## **XXII. Art. 6(12)**

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

111. Google confirms that as of 6 March 2025 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 6 March 2025**

112. Google Search already complied with Art. 6(12) prior to the DMA because access to Google Search is free and open for business users.
113. The business users of Google Search are commercial websites that are part of the Google Search index. Art. 2(21) of Regulation (EU) 2022/1925 provides a general characterisation of "business user" to distinguish business users from end users. The Annex to Regulation (EU) 2022/1925 then further specifies this general characterisation for each type of CPS. It does this by providing a precise definition of the type of operators that qualify as business users of a given category of CPS. For online search engines (such as Google Search) the Annex stipulates that

the business users of online search engines are “business users with business websites (i.e., website used in commercial or professional capacity) indexed by or part of the index of the online search engine during the year.”

114. Google Search did not require websites to enter into any terms or conditions of access to be part of its search index. Nor did 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 rendered a service to end users and as part of that service unilaterally included websites in its index to generate search results that it showed to end users.

## **B.2 DMA-related changes since 6 March 2024**

115. Google has published EEA general conditions of access on its website.<sup>176</sup> These conditions of access provide that as long as a website is published on the web and meets the minimum technical requirements (ie, the page works and has indexable content, and Googlebot is not blocked), it is eligible to be indexed by Google Search.
116. The conditions of access are fair, reasonable and non-discriminatory because they ensure the Google Search index is open to and free of charge for all websites, and the conditions of access apply equally and non-discriminately to all business users with websites in the EEA.
117. Google Search is also in the process of incorporating 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).

## **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;*

118. Google Search already complied with Art. 6(12) prior to the DMA because access to Google Search is free and open for business users, as explained in Section XXII.B.1. To formalise its terms of access, Google Search has published EEA general conditions of access and will incorporate an EU-based ADSM, as explained in Section XXII.B.2 above.

*b) when the measure was implemented;*

119. Google published its EEA general conditions of access on 1 November 2024. The general conditions of access will be updated to incorporate an EU-based ADSM.

<sup>176</sup> See [Google Search DMA Access Conditions | Google Search Central | Support | Google for Developers](#).

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

120. Google Search's EEA general conditions of access apply to business users of Google Search irrespective of the device on which Google Search is used by end users.

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

121. Google Search's EEA general conditions of access apply to business users with websites eligible to appear on Google Search 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);*

122. No technical or engineering changes to Google Search were required in order to publish Google Search's EEA general conditions of access, and no technical or engineering changes to Google Search are required to incorporate 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);*

123. Google Search's EEA general conditions of access will provide business users with websites accessible in the EEA 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);*

124. As explained in Section XXII.B.2 above, Google Search has introduced formal access terms and will introduce an EU-based ADSM mechanism.

*h) any other relevant changes made in connection with the implementation of the measure concerned*

*not covered by points e) to g) above;*

125. 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;*

126. 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;*

127. 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;*

128. 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;*

129. On 1 November 2024, Google published the EEA general conditions of access for Google Search on its website, and will update this website to incorporate an EU-based ADSM.

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

130. 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;*

131. 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;*

132. 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;*

133. 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;*

134. 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;*

135. 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;*

136. 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).*

137. Not applicable.

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

138. 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)**

139. [Confidential]

#### **B.6 Summary of Feedback from business users and end users (Section 2.1.5)**

140. [Confidential]

### **XXIII. Art. 6(13)**

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

141. Google confirms that as of 6 March 2025 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)**

142. 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**

143. Art. 7 does not apply to Google Search because it only applies to number-independent interpersonal communications service CPSs.

# Non-confidential summary of the 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.<sup>177</sup>
2. To comply with DMA obligations applicable to Google Shopping, Google developed:
  - (a) Controls for cross-service exchanges of personal data (see Art. 5(2) Chapter),
  - (b) 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) Functionality to enhance existing data portability opportunities (see Art. 6(9) Chapter).

## II. Business users of Google Shopping (Section 2.2)

3. [Confidential]

## III. Art. 5(2)

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

4. Google confirms that as of 6 March 2025 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)**

5. 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)**

6. Google confirms that as of 6 March 2025 it has ensured compliance with the obligation laid down in Art. 5(3) of Regulation (EU) 2022/1925.

---

<sup>177</sup> Alphabet Designation Decision, para. 35.

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

7. 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.
8. 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)**

9. Google confirms that as of 6 March 2025 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)**

10. 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)**

11. Google confirms that as of 6 March 2025 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)**

12. 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.
13. 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)

14. Google confirms that as of 6 March 2025 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)

15. 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.
16. As described in Google's first Compliance Report of 6 March 2024, 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).<sup>178</sup> 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)

17. Google confirms that as of 6 March 2025 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)

18. 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.

---

<sup>178</sup> See [Data Protection Law Compliance - Business Data Responsibility](#).

## IX. Art. 5(8)

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

19. Google confirms that as of 6 March 2025 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)**

20. 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)

21. Art. 5(9) does not apply to Google Shopping because it only applies to online advertising service CPSs.

## XI. Art. 5(10)

22. 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)**

23. Google confirms that as of 6 March 2025 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)**

24. 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)

25. 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)

26. 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)

27. Google confirms that as of 6 March 2025 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)

28. 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)

29. Google confirms that as of 6 March 2025 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)

30. 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)

31. Art. 6(7) does not apply to Google Shopping because it only applies to operating systems and virtual assistant CPSs.

## XVIII. Art. 6(8)

32. 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)

33. Google confirms that as of 6 March 2025 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)**

34. 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)**

35. Google confirms that as of 6 March 2025 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)**

36. 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)**

37. Art. 6(11) does not apply to Google Shopping because it only applies to online search engine CPSs.

## **XXII. Art. 6(12)**

38. 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)**

39. Google confirms that as of 6 March 2025 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)**

40. 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 Center account and ceasing to use it.

## XXIV. Art. 7

41. Art. 7 does not apply to Google Shopping because it only applies to number-independent interpersonal communications service CPSs.



# Non-confidential summary of the YouTube Chapter

## I. Introduction

42. 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.<sup>179</sup> 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 create, make available, or consume content on YouTube.<sup>180</sup>
43. To prepare for DMA obligations applicable to YouTube, Google developed:
- (a) Controls for cross-service exchanges of personal data (see Art. 5(2) Chapter),
  - (b) 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) Functionality to enhance existing data portability opportunities (see Art. 6(9) Chapter).

## II. Business users of YouTube (Section 2.2)

44. [Confidential]

## III. Art. 5(2)

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

45. Google confirms that as of 6 March 2025 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)**

46. 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)

47. Art. 5(3) does not apply to YouTube because it only applies to online intermediation service CPSs.

---

<sup>179</sup> Alphabet Designation Decision, para. 106.

<sup>180</sup> Alphabet Designation Decision, para. 107.

## V. Art. 5(4)

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

48. Google confirms that as of 6 March 2025 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)**

49. 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)**

50. Google confirms that as of 6 March 2025 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)**

51. 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.
52. 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)**

53. Google confirms that as of 6 March 2025 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)**

54. 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.

55. As described in Google's first Compliance Report of 6 March 2024, 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).<sup>181</sup> 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)

56. Google confirms that as of 6 March 2025 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)

57. 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)

58. Google confirms that as of 6 March 2025 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)

59. 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)

60. Art. 5(9) does not apply to YouTube because it only applies to online advertising service CPSs.

---

<sup>181</sup> See [Data Protection Law Compliance - Business Data Responsibility](#).

## XI. Art. 5(10)

61. Art. 5(10) does not apply to YouTube because it only applies to online advertising service CPSs.

## XII. Art. 6(2)

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

62. Google confirms that as of 6 March 2025 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)**

63. 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)

64. 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)

65. 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)**

66. Google confirms that as of 6 March 2025 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)**

67. YouTube already complied with Art. 6(5) prior to the DMA. YouTube applies fair, transparent and equal ranking conditions to all audio-visual content on the platform and did so prior to the DMA's adoption.<sup>182</sup>

---

<sup>182</sup> See How YouTube Works - [YouTube Search](#) and [Recommended Videos](#).

## XVI. Art. 6(6)

### A. Compliance Statement (Section 2.1.1)

68. Google confirms that as of 6 March 2025 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)

69. 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.

## XVII. Art. 6(7)

70. Art. 6(7) does not apply to YouTube because it only applies to operating system and virtual assistant CPSs.

## XVIII. Art. 6(8)

71. 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)

72. Google confirms that as of 6 March 2025 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)

73. 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)

74. Google confirms that as of 6 March 2025 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)**

75. 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)**

76. Art. 6(11) does not apply to YouTube because it only applies to online search engine CPSs.

**XXII. Art. 6(12)**

77. 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)**

78. Google confirms that as of 6 March 2025 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)**

79. 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.<sup>183</sup> 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).<sup>184</sup>

- (b) **Business users.** All of YouTube’s termination provisions in its existing contracts and templates comply with Art. 6(13).

---

<sup>183</sup> See [YouTube Paid Terms of Service](#), 4.3.

<sup>184</sup> See [Cancel your Premium membership - Android - YouTube Help \(google.com\)](#).

## XXIV. Art. 7

80. Art. 7 does not apply to YouTube because it only applies to number-independent interpersonal communications service CPSs.