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**META'S COMPLIANCE WITH THE  
DIGITAL MARKETS ACT**

**NON-CONFIDENTIAL PUBLIC  
SUMMARY**

6 March 2024

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Today, Meta is publishing its first Digital Markets Act (“**DMA**”)<sup>1</sup> Compliance Report, setting out one of the most extensive, rigorous and detailed regulatory compliance programmes that Meta has ever undertaken. Cumulatively, the substantial changes that Meta has made to evolve its products and business model in the EU, EEA and Switzerland represent a watershed moment for Meta’s operating model, while offering people using its services new and meaningful choices.

When the first draft of the DMA was published in December 2020, Meta publicly welcomed the DMA’s ambitions. Meta’s commitment to compliance and implementing the DMA’s objectives has been resolute and steadfast ever since. Meta has committed an almost unprecedented level of resources to delivering its compliance programme:

- **over 11,000 Meta employees** have worked hard - and continue to do so - to design, build and implement the required new systems and user controls; and
- **more than 590,000 hours of engineering and technical work** have been required to introduce the marked changes to its products and services required by the DMA. That’s over six decades worth of engineering work during a two-year period to build the systems and controls that can deliver the range of user choices now being introduced.

This investment in building and implementing Meta’s compliance solutions has come from all levels of seniority across its whole family of apps. Meta’s leadership team has consistently set the direction for its compliance programme, and remains fully committed to and engaged with the programme’s execution and implementation to ensure its success. The leadership team continues to oversee the work of dozens of teams across multiple work streams, including from product, engineering and design teams through to policy and legal functions. And Meta has built a dedicated, well-resourced compliance function to oversee its DMA compliance programme and help it meet Meta’s ongoing regulatory obligations. This has been led by Meta’s DMA Head of Compliance, Andre Mintz, who will continue to oversee and enhance the systems and controls.

The DMA Compliance Function has developed a number of key processes and pillars to provide a concrete framework to this ongoing oversight, including:

- regular direct reporting to an independent committee of Meta’s Board of Directors;

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<sup>1</sup> Regulation (EU) 2022/1925 of the European Parliament and of the Council of 14 September 2022 on contestable and fair markets in the digital sector.

- conducting ongoing monitoring and evaluation of Meta's controls to remain in compliance with the DMA; and
- providing ongoing communications to Meta employees to raise awareness about the development of compliance plans and upcoming activities.

The following provides a non-comprehensive overview of the detailed compliance work that has been undertaken by Meta to date, including some of the bold product changes introduced in order to comply with the DMA's requirements.

## The new and meaningful DMA choices that Meta is offering its European users

Providing users with new choices is one of the most visible and tangible ambitions of the DMA - and Meta is promoting user choice as part of this landmark moment.

Across the board, Meta is offering people in the EU important new choices so they can decide how they want to use its services, including whether they would like their personal information to be used to deliver personalised advertising, whether they would like to connect their Facebook and Instagram experiences, and / or whether they would like to port their personal data out of Meta's services.

### 1. People can choose to have an ad-funded service or a subscription-funded service

To comply with Article 5(2) of the DMA and other evolving EU regulatory requirements now requiring consent for personalised advertising, people in the EU can choose to continue to use Facebook and Instagram with ads, or they could choose to pay a monthly fee for a subscription service with no ads. This choice represents the most significant shift in Meta's business model in Europe.

Specifically, people in the EU, EEA and Switzerland can decide to either:

- consent to their personal information being processed and combined in the Meta Ads CPS, which means that Meta's services are funded by personalised advertising and provided free of charge to European users; or
- withhold their consent to their personal information being processed and combined in the Meta Ads CPS, which means that Facebook and / or Instagram are provided with no ads and that means that funding for Meta's services comes from a monthly subscription fee, (together, the "**Ads Choice**").

This choice ensures Meta's full and effective compliance with the DMA, as well as with the GDPR where the subscription model conforms to the direction given by the Grand Chamber of the Court of Justice of the European Union, which has endorsed the subscription model as a way for people to consent to data processing for personalized advertising.

## 2. Giving meaning to DMA data combination - the new user choices

Article 5(2) of the DMA provides the opportunity for users to choose whether their personal information should be used across different defined services. As a result, Meta is now offering users the ability to withhold their consent to combine their data across Facebook, Instagram, Facebook Messenger, Facebook Marketplace, Facebook Gaming Play and Facebook Dating, in accordance with the EC's designation decision of 5 September 2023.

Including the choice of whether or not to see ads, people using Meta's services in the EU are being offered six new DMA choice moments. In designing these choices, the utmost attention has been paid to providing users with an affirmative and specific choice as to how users wish to link each of their respective DMA delineated services. That means that Meta's end-users are offered a choice of connecting their various experiences on a DMA service by DMA service basis before using those services.

## 3. Messaging interoperability

Article 7 of the DMA allows other messaging services to become interoperable with WhatsApp and Messenger. Subject to third-party messaging services meeting technical and security requirements, this will allow end-users of other messaging services, who choose to enable interoperability, to send and receive messages with opted-in users of each of Messenger or WhatsApp.

For nearly two years, Meta has been working with the European Commission (the "**Commission**") on implementing an interoperability solution for WhatsApp and Messenger in a way that meets the requirements of the law while also maximizing the security, privacy and safety of users. Messaging interoperability is a significant technical challenge even when focused on the basic functionalities required by the DMA. In year one, the requirement is for 1:1 text messaging between individual users and the sharing of images, voice messages, videos, and other attached files between individual end users. And in the future, requirements will expand to group functionality and calling.

The DMA rightly makes it a legal requirement that there should be no weakening of the security provided to Meta's own users, while also enabling Meta to put in place controls to protect user safety and privacy. Meta's interoperability solution strikes a careful balance between creating a viable approach for the third-party providers interested in becoming interoperable with Meta while maximizing user security, safety, and privacy.

Beyond working with the Commission, Meta has been working closely with third parties to develop an Article 7 DMA solution. In doing so, Meta has made a significant number of major changes to its Article 7 solution to create an attractive solution that still preserves the privacy and security of users. These major changes include:

- Instead of requiring third party clients only to connect to Meta’s servers directly (recognised as the most safe and secure solution), Meta is prepared to allow third party clients to use their own proxy server to connect to Meta’s if they prefer;
- Meta has provided third party services with the ability to use alternative encryption protocols to the tried and tested open-source Signal protocol, provided they can demonstrate compatibility; and
- Meta has already provided and will continue to devote its own engineering resources to supporting partners in their build.

#### **4. End-user data portability - enhanced user functionality**

For over a decade, Meta has offered users the ability to download or transfer a copy of their data from its services. In 2010, Meta launched Download Your Information (“DYI”), which is designed to help people access and share their information. Meta has made a series of improvements to DYI since 2010, including making DYI better suited for portability by enabling people to receive their information in the commonly used structured JSON format.

DYI is a robust data portability tool, but there is always a desire to go further in improving choice and control by making it even easier for people to export their data to other services.

As such, Meta joined the Data Transfer Project in 2018 to find a common way for people to transfer their information whenever they want. This culminated in 2020 in the launch of Meta’s Transfer Your Information (“TYI”) tool, which enables Facebook users to transfer their Facebook photos and videos directly to, among others, BackBlaze, Dropbox, Koofr, and Google Photos. Meta’s TYI tool facilitates user-initiated portability transfers to a range of user-selected third-party destinations and continuously onboards new destinations.

With the new requirements in Article 6(9) of the DMA on data portability, Meta has introduced the ability to implement regular and automatic recurring transfers for both DYI and TYI. The existing capabilities of DYI and TYI satisfied the requirements of the DMA. And in response to the Commission’s feedback, Meta has increased the recurrence of TYI transfers from monthly to daily and increasing the duration from three months to one year. That is a significant development that highlights Meta’s responsiveness and commitment to providing robust solutions for its European users. Meta will continue to focus on how it can continue to help its users to have enhanced capabilities in a way that preserves the safety, security and privacy of their data. Meta looks forward to continuing to improve data portability tools, including by seeking to onboard additional destinations in TYI.

#### **5. Advertising pricing and advertising transparency**

Articles 5(9), 5(10), and 6(8) of the DMA require greater transparency regarding the cost and performance of online advertising, and Meta is strongly aligned with these goals. Independent

of regulatory obligations, for years Meta has been investing in providing analytics free of charge to its advertisers. Meta already provides market leading tools that take it beyond these DMA obligations and Meta regularly enhances those tools in response to the feedback that it receives from its advertiser.

In addition, Meta is releasing a new set of pricing transparency reports to address the DMA's requirements. And Meta will continue to aim beyond the terms of these DMA requirements - one specific area of focus is on ensuring that the information it makes available is easily understood and digestible for many of its small and medium business advertisers.

Going forward, Meta welcomes the promised ongoing regulatory dialogue with the Commission as Meta seeks to work together to enhance the consumer experience of its services and the internet more broadly.

## Overview

On 6 March 2024 Meta Platforms, Inc. (“**Meta**”) submitted to the Commission a compliance report describing the measures it has implemented to ensure compliance with the obligations laid down in Articles 5, 6 and 7 of the DMA, pursuant to Article 11 of the DMA (the “**Compliance Report**”).

The Compliance Report addresses the measures has taken to ensure compliance with the DMA in respect of its core platform services – or “**CPSs**” – which were designated by the Commission on 5 September 2023 as follows:

- Meta’s online social networking service (“**OSN**”), Facebook;
- Meta’s OSN, Instagram;
- Meta’s online advertising service (“**OAS**”), Meta Ads;
- Meta’s number-independent interpersonal communication service (“**NI-ICS**”), Facebook Messenger;
- Meta’s online intermediation service (“**OIS**”), Facebook Marketplace; and
- Meta’s NI-ICS, WhatsApp.

Meta sets out below a summary of the Compliance Report, as required by Article 11(2) DMA. It is structured as follows:

- **Section 1** sets out information about Meta and its relevant subsidiaries.
- **Section 2** sets out Meta’s compliance with the obligations in the DMA:
  - **Part 1** covers obligations which apply to Meta and how Meta is complying with those obligations, namely Articles 5(2), 5(8), 5(9), 5(10), 6(2), 6(5) 6(8), 6(9), 6(10) and 6(12);
  - **Part 2** covers obligations with which Meta is already compliant and why, namely Articles 5(3), 5(4), 5(5), 5(6), 5(7) and 6(13).
  - **Part 3** covers obligations which do not apply to Meta’s CPSs, namely Articles 6(3), 6(4), 6(6), 6(7) and 6(11).
- **Section 3** sets out information related to Meta’s DMA Compliance Function.

Throughout this summary, Meta refers to its CPSs and other services using the terminology adopted by the Commission in its designation decision.<sup>2</sup> For example, Facebook’s Messenger, Marketplace and Games features are referred to as Facebook Messenger, Facebook Marketplace and Facebook Gaming Play, respectively. This ensures consistency across Meta’s DMA compliance communications.

For each obligation that applies to Meta, Meta has introduced internal processes to continuously monitor its compliance with the relevant obligation with respect to its designated CPSs.

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<sup>2</sup> Commission Decision C(2023) 6105 of 5 September 2023, Cases DMA.100020 – Meta – online social networking services; DMA.100024 – Meta – Number-independent interpersonal communications services; DMA.100035 – Meta – Online advertising services; DMA.100044 – Meta – Online intermediation services – Marketplace (the “**Designation Decision**”).



## Section 1: Information about the reporting undertaking

- (1) Meta is a company incorporated under the laws of Delaware, USA, with its registered office at 1601 Willow Road, Menlo Park, California, 94025, USA as the entity that wholly owns and controls the entities that operate the following designated CPSs for all users in the EU, namely:
  - (a) Meta Platforms Ireland Limited, which operates:
    - (i) the Facebook OSN CPS;
    - (ii) the Instagram OSN CPS;
    - (iii) the Meta Ads OAS CPS;
    - (iv) the Facebook Messenger NI-ICS CPS; and
    - (v) the Facebook Marketplace OIS CPS.
  - (b) WhatsApp Ireland Limited, which operates the WhatsApp NI-ICS CPS.
- (2) The preparation of Meta's Compliance Report was undertaken by multiple Meta employees across legal, product and compliance.

## Section 2: Meta's compliance with the DMA obligations

### Article 5(2)

#### A. Requirements of Article 5(2)

- (3) Article 5(2) is intended to empower end users to freely choose whether Meta can carry out certain data processing activities (as specified in Article 5(2)) between different services to create and/or enhance the end user's profile to personalise their experience.

#### B. Meta's compliance with Article 5(2)

- (4) Meta has invested significantly in developing comprehensive solutions to comply with Article 5(2) across all of Meta's designated CPSs by giving end users a new choice with respect to their personal data, while continuing to provide end users, where possible, with a meaningful alternative experience.

- (5) Meta has carefully designed the choice to ensure that end users provide valid DMA consent. In particular, for each CPS and 'other service' (i.e., Facebook Gaming Play and Facebook Dating):

- end users are presented with a neutral choice between two options: (i) a personalised service which involves data combination; and (ii) a less personalised alternative designed to function without data combination. Prior to exercising that choice, end users are informed as to the impact of each choice on their experience. Irrespective of the choice an end user makes, they have continued and equivalent access to Meta's CPSs and, where possible, Meta's 'other services';
- end users receive a specific choice about their personal data, separate from the other consent moments they receive. The choice is designed to avoid confusion for end users;
- end users are presented with a choice that is designed in a recognisable format which is familiar and easy to understand, easily navigable and intelligible. The choice screens clearly and concisely convey the practical implications of each option and present this information in an accessible way; and
- end users have, at all times, the option to revisit their previous choice.

- (6) To provide end users with the features and personalised experience that they expect from Meta’s services, those end users login to these services with an account. The end user’s account, and the data associated with that account, power the features that end users expect to receive on Meta’s personalised offering.
- (7) Meta takes its regulatory obligations very seriously and therefore has ensured that its Article 5(2) compliance solutions meet and are consistent with all relevant regulatory regimes and ensuing requirements to which Meta’s data processing activities are subject, including GDPR, the ePrivacy Directive and antitrust law.
- (8) The different aspects of Meta’s Article 5(2) compliance solutions are set out in Sections I-VI below as follows:
- **Section I** sets out Meta’s Article 5(2) compliance solution as it relates to Facebook and Instagram.
  - **Section II** sets out Meta’s Article 5(2) compliance solution as it relates to WhatsApp.
  - **Section III** sets out Meta’s Article 5(2) compliance solution as it relates to Meta Ads.
  - **Section IV** sets out Meta’s Article 5(2) compliance solution as it relates to Facebook Messenger.
  - **Section V** sets out Meta’s Article 5(2) compliance solution as it relates to Facebook Marketplace.
  - **Section VI** sets out Meta’s Article 5(2) compliance solution as it relates to Meta’s ‘other services’ (i.e., Facebook Gaming Play and Facebook Dating).

## **I. Facebook and Instagram**

- (9) To ensure both the Facebook and Instagram CPSs comply with Article 5(2), Meta provides end users a choice with respect to their personal data and has implemented technical controls designed to respect this choice.

### **1. Meta’s Article 5(2) compliance solution for Facebook and Instagram**

- (10) Building on and enhancing Meta’s existing Accounts Center offering, new and existing end users of Facebook and Instagram in the EU, EEA and Switzerland can choose whether they:
- consent to the combination and use of their personal data across Facebook and Instagram by choosing to add their accounts to the same Accounts Center; or

- withhold their consent to such combination and use by keeping their Facebook and Instagram accounts separate in Accounts Center.

**(a) Meta's Accounts Center**

(11) Accounts Center is the centralised hub that empowers end users to choose to combine data from their Facebook and Instagram accounts. End users exercise that choice by bringing their respective Facebook and Instagram accounts into the same Accounts Center. By doing so, those end users can cross-post content between their accounts and sync their Facebook and Instagram account, photos, names and/or avatars. To offer these functionalities and connected experiences that work across Facebook and Instagram, Meta must combine and use an end user's personal data. End users can modify that choice at any time.

**(b) The Article 5(2) Facebook and Instagram DMA choice in Accounts Center**

(12) Through Accounts Center, and in accordance with the requirements in the DMA and Articles 4(11) and 7 GDPR, Meta presents this choice to end users through dedicated choice screens which ensure end users can exercise their DMA choice by either providing or withholding their DMA consent.

(13) Meta has designed the choice screens to reflect its long-standing engagement with European data protection authorities as well as engagement with the Commission in relation to the DMA.

(14) Meta started rolling out the DMA Accounts Center choice screens from 22 January 2024. The choice screens available to end users vary depending on the status of the end user's accounts at the time they were eligible to make their choice:

- End users who had connected accounts prior to becoming eligible for the DMA choice were presented with choice screens requiring them to review their Facebook and Instagram accounts in the same Accounts Center and to either:
  - provide consent by confirming their selection; or
  - withhold consent by removing their accounts from the specific Accounts Center; and
- End users who have chosen to add their accounts to the same Accounts Center after becoming eligible for the DMA choice were presented with choice screens when they first navigated to the Accounts Center which allowed them to actively consent by adding their accounts to the same Accounts Center. End users who choose to add their accounts to the same Accounts Center in the future will see similar choice screens.

- (15) Meta sets out in **Figures 1** and **2** below examples from the primary choice screen presented to each cohort, respectively.

**Figure 1: The Facebook and Instagram choice screen**

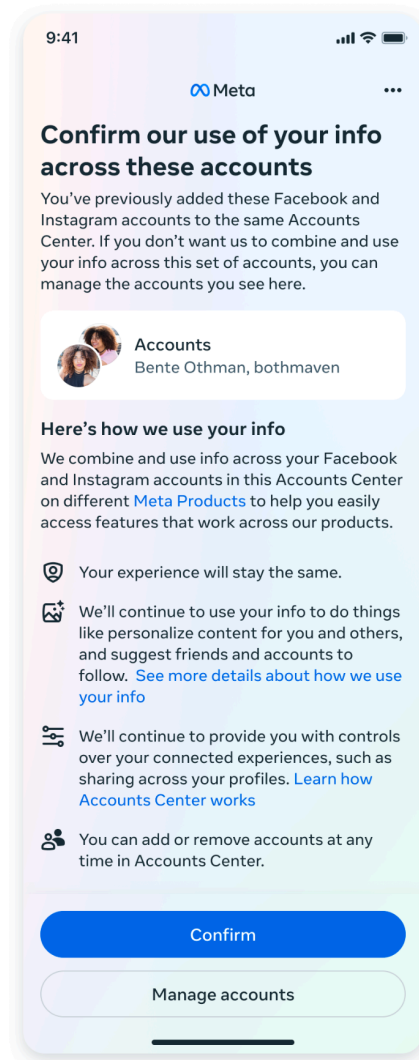
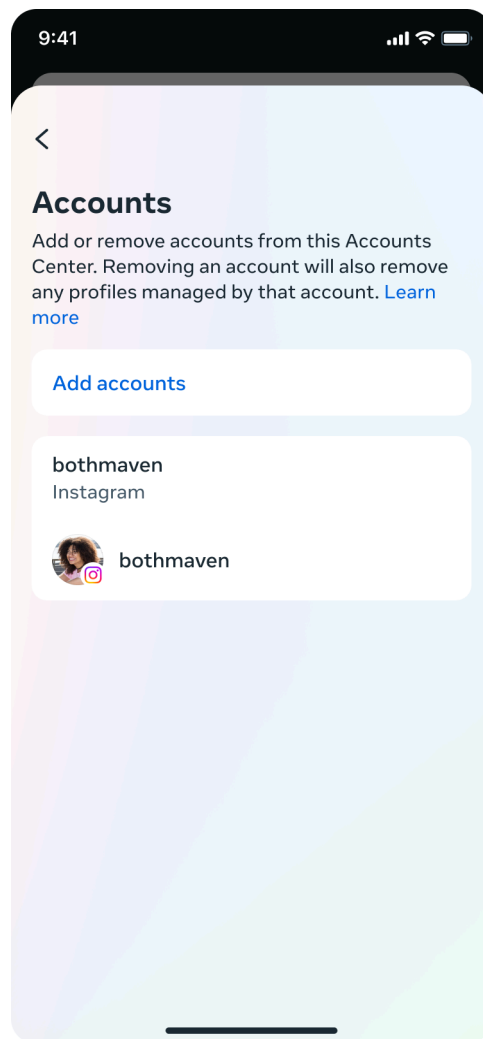


Figure 2: Adding or removing an account from Accounts Center



**2. The Facebook and Instagram choice offers a less personalised but equivalent alternative**

- (16) The choice offers end users an alternative experience which ensures they can make a free choice between the two options.
- (17) The difference between the services the end user receives depending on their choice is whether or not they receive functionalities and connected experiences that require an end user's Facebook and Instagram accounts to be in the same Accounts Center.

**II. WhatsApp**

- (18) Meta confirms that WhatsApp complies with Article 5(2) on the basis that:
  - Meta does not combine end user personal data between WhatsApp and other Meta CPSs or 'other services' (i.e., Facebook Gaming Play and Facebook Dating). Meta and WhatsApp have in place systems and controls designed to ensure that Meta

does not combine an end user's personal data between WhatsApp and another Meta CPS or 'other service' (i.e., Facebook Gaming Play and Facebook Dating).

- WhatsApp is significantly restricted from sharing personal data from EU users with Meta without prior consultation with the Irish Data Protection Commission ("IDPC"), in light of commitments made by Meta to the IDPC in 2018.

### III. Meta Ads

(19) To ensure Meta Ads complies with Article 5(2), Meta is offering end users a new choice with respect to their personal data and has implemented technical controls designed to respect this choice.

#### 1. The Article 5(2) Meta Ads online advertising service CPS DMA choice

(20) Meta is offering new and existing adult end users of the Facebook and Instagram services in the EU, EEA and Switzerland the ability to choose:

- an ad-supported service, which allows for the processing of third-party data for ads and combines their personal data from Facebook and/or Instagram to deliver personalised and relevant ads; or
- a subscription service, which allows users to receive the same service without processing their third-party data for ads and combining their personal data from Facebook and/or Instagram for personalised advertising purposes. This leads to end users experiencing a Facebook and/or Instagram experience that is less personalised but equivalent; the only difference that end users will experience is that Facebook and/or Instagram are provided with no advertising (the Ads Choice).

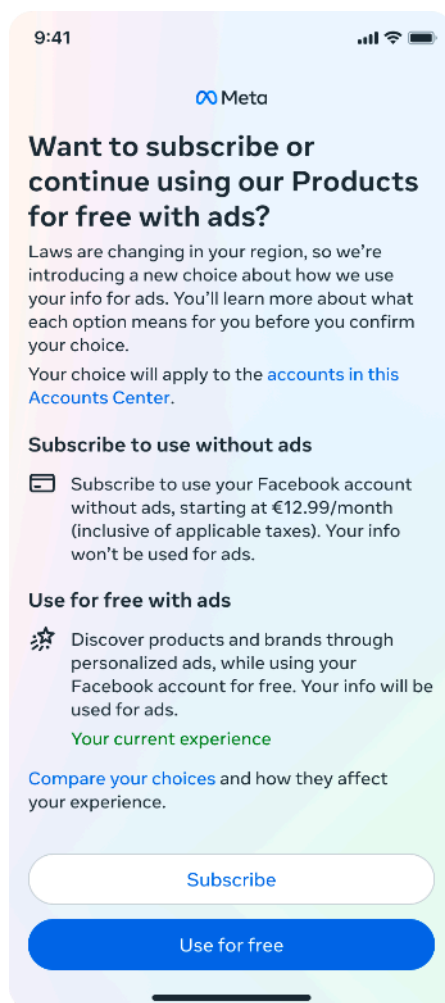
#### 2. The Meta Ads online advertising service CPS DMA choice screens

(21) In accordance with the requirements in the DMA and Articles 4(11) and 7 GDPR, Meta presents the Ads Choice to end users through dedicated choice screens which ensures end users can exercise their DMA choice by either providing or withholding their DMA consent.

(22) Meta has designed the choice screens to reflect its long-standing engagement with European data protection authorities as well as engagement with the Commission in relation to the DMA.

(23) Meta sets out in **Figure 3** below the primary choice screen presented to end users as at the launch of the Ads Choice.

Figure 3: Meta Ads choice screen



3. **Meta's subscription-based alternative is a well-recognised model that has been endorsed as a means to obtain valid consent**
- (24) Meta's solution has been designed on the basis of a subscription model which has been endorsed in principle by data protection authorities and by the Court of Justice of the European Union.
- (25) Meta has set an appropriate subscription price that is consistent with the ability for end users to make a free and informed choice:
- desktop subscribers are charged €9.99 per month for an initial account added to an Accounts Center, followed by an additional charge of €6 for every other account they choose to add to the same Accounts Center; and
  - iOS and Android mobile app subscribers will be charged an additional fee to reflect the app store charges of Apple and Google. Accordingly, iOS and Android pricing will



be €12.99 for an initial account, followed by €8 per month for any subsequent accounts they choose to add to the same Accounts Center.

#### **4. Meta's compliance solution for Meta Ads offers a less personalised but equivalent end user alternative**

- (26) The choice offers end users an alternative experience which ensures they are able to make a free choice between the two options. The only difference between the services the end user receives depending on their choice is whether or not they receive personalised and relevant advertising.
- (27) In continuing to provide personalised non-ads content on Facebook and Instagram, the solution also avoids degrading the quality of these services for end users.

#### **5. Meta's ads personalisation tools**

- (28) Where end users choose the ads-based experience, end users can continue to access additional, granular controls to customise their ads experience, with the ability to control the volume and type of information used by Meta to personalise the ads they are shown. Meta's existing ad preference controls include the following controls:
- **Cookie control:** End users have control over data received from cookies and similar technologies from third party developers for advertising purposes.
  - **Activity information from ad partners:** End users can control whether Meta uses information provided to it by third party ad partners about an end user's activity on their third-party websites, apps and certain offline interactions for the purposes of showing that end user an ad.
  - **Ad preference:** End users can adjust and control which ads they see on Facebook and Instagram, including by choosing to see fewer ads relating to certain topics.
  - **"See less":** End users can use this control to choose to see less of a particular ad or topic.
  - **"Why Am I Seeing this Ad?" and "Why You're Seeing this Ad":** End users can use these tools to understand why they are seeing a particular ad.

#### **IV. Facebook Messenger**

(29) To comply with Article 5(2) as it relates to the Facebook Messenger CPS, Meta is offering end users a new choice with respect to their personal data and has implemented technical controls designed to respect this choice.

##### **1. The Article 5(2) Facebook Messenger CPS DMA choice**

(30) Meta is offering new and existing end users of the Facebook Messenger CPS in the EU, EEA and Switzerland the ability to choose between:

- a Facebook Messenger experience that is combined with their Facebook account; or
- an alternative, new Facebook Messenger experience that is not combined with their Facebook account (the Facebook Messenger Choice).

(31) In the case of the former, end users will enjoy access to a Facebook Messenger CPS experience that continues to be personalised based on the end user's personal data from Facebook.

(32) In the case of the latter, end users will benefit from the opportunity to create a new Facebook Messenger account that is dedicated to the Facebook Messenger experience and separate from their Facebook account (Messenger without Facebook).

##### **2. The Facebook Messenger CPS DMA choice screens**

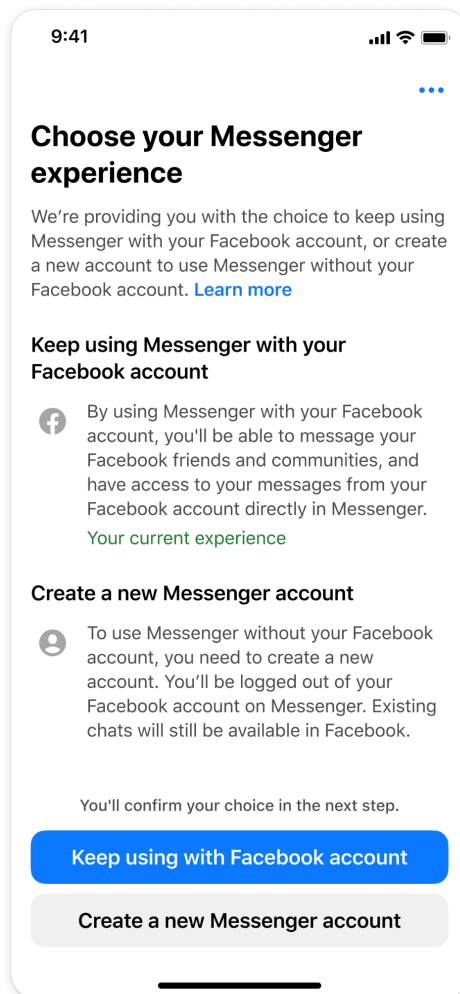
(33) In accordance with the requirements in the DMA and Articles 4(11) and 7 GDPR, Meta presents the Facebook Messenger Choice to end users through dedicated choice screens which ensure end users can exercise their DMA choice by either providing or withholding their DMA consent.

(34) Meta has designed the choice screens to reflect its long-standing engagement with European data protection authorities as well as engagement with the Commission in relation to the DMA.

(35) Where an end user withholds consent, they will be logged out of their existing Facebook account on Facebook Messenger and will be directed to a registration flow to create a Messenger without Facebook account.

(36) Meta sets out in **Figure 4** below the primary choice screen presented to end users.

Figure 4: Facebook Messenger choice screen



**3. Meta’s compliance solution for Facebook Messenger offers a less personalised but equivalent end user alternative**

- (37) The choice offers end users an alternative experience which ensures they are able to make a free choice between the two options.
- (38) End users who withhold consent to a Facebook Messenger that is combined with their Facebook experience can choose to continue to benefit from the messaging functionalities of a messaging service via a new Messenger without Facebook account. This includes the ability to send and receive message requests, call and message end users privately and via group chats (with the ability to send and receive photos, videos and audio messages) and access equivalent settings and end user controls.
- (39) The key differences between the services the end user receives depending on their choice are that certain functionalities that are personalised based on the end user’s personal data from Facebook will not be available in a new Messenger without Facebook account. The outcome of setting up a new Messenger without Facebook

account is akin to the outcome of setting up a new email account in that the end user is choosing to start afresh. For example, as a direct result of an end user's choice to withhold consent and to subsequently create a new Messenger without Facebook account, the end user cannot access, via the new Messenger without Facebook account, the messaging threads or contacts they may have on their Facebook account. However, and for the avoidance of doubt, end users can still access their old Facebook messages via Facebook's chat functionality and can download their Facebook message threads and contacts through Meta's data portability tools if they wish to do so.

#### **4. Meta offers all Facebook end users a chat functionality within the Facebook CPS to comply with its regulatory obligations**

- (40) To ensure that end users of the Facebook CPS continue to have access to a functionality within Facebook that lets them connect and communicate via chats, in line with the DMA definition of an online social network such as the Facebook CPS, Meta continues to offer all Facebook end users an in-app chat functionality which allows end users to access and download messages from their existing Facebook account, with the end user's chats synchronised across inboxes for users who consent to keep their Facebook and Facebook Messenger experiences combined.

#### **IV. Facebook Marketplace**

- (41) To ensure Facebook Marketplace complies with Article 5(2), Meta is offering end users a new choice with respect to their personal data and has implemented technical controls designed to respect this choice.

##### **1. The Article 5(2) Facebook Marketplace DMA choice**

- (42) Meta is offering new and existing end users of Facebook Marketplace in the EU, EEA and Switzerland the ability to choose:
- to consent to Meta combining their personal data from Facebook in Facebook Marketplace and experience the same connected experience on Facebook Marketplace as is available today; or
  - to withhold consent to Meta combining their personal data from Facebook in Facebook Marketplace and have access to a new, alternative Facebook Marketplace experience (the Facebook Marketplace Choice).

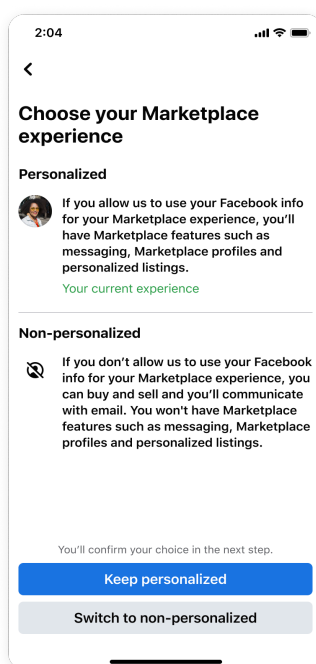
##### **2. The Facebook Marketplace DMA choice screens**

- (43) In accordance with the requirements in the DMA and Articles 4(11) and 7 GDPR, Meta presents the Facebook Marketplace Choice to end users through dedicated choice

screens which ensure end users can exercise their DMA choice by either providing or withholding their DMA consent.

- (44) Meta has designed the choice screens to reflect its long-standing engagement with European data protection authorities as well as engagement with the Commission in relation to the DMA.
- (45) Meta sets out in **Figure 5** below the primary choice screen presented to end users.

**Figure 5: Facebook Marketplace choice screen**



### **3. Meta's compliance solution for Facebook Marketplace offers a less personalised but equivalent end user alternative**

- (46) The Facebook Marketplace Choice offers end users an alternative experience which ensures they are able to make a free choice between the two options.
- (47) End users who withhold consent continue to benefit from the functionalities that deliver the same, engaging Facebook Marketplace experience without support from the end user's Facebook CPS data. This includes the ability to post commerce content and search, browse and discover commerce content based on recency (i.e., when an item was listed). End users can also provide their location to see listings based on the location of interest.
- (48) The key difference between the existing Facebook Marketplace experience and the new, alternative Facebook Marketplace experience relates to the functionalities that are personalised based on the end user's personal data from Facebook. For example, as a

direct result of an end user's choice to withhold consent, the end user cannot communicate with potential buyers and sellers via Facebook messages. Instead, end users have the ability to communicate with other Facebook Marketplace end users via email.

## **V. Facebook's other services: Facebook Gaming Play and Facebook Dating**

(49) On 5 September 2023, the Commission qualified Facebook Gaming Play and Facebook Dating as Meta's 'other services.' This is a qualification that is relevant to Article 5(2) on the basis that Meta must provide end users with a DMA choice to combine their Facebook personal data from Facebook in Facebook Gaming Play and/or Facebook Dating.

(50) As a result, and to comply with Article 5(2), Meta is offering end users a new choice with respect to their personal data and has implemented technical controls designed to respect this choice.

### **1. Meta's compliance solution in relation to the 'other services', i.e., Facebook Gaming Play and Facebook Dating**

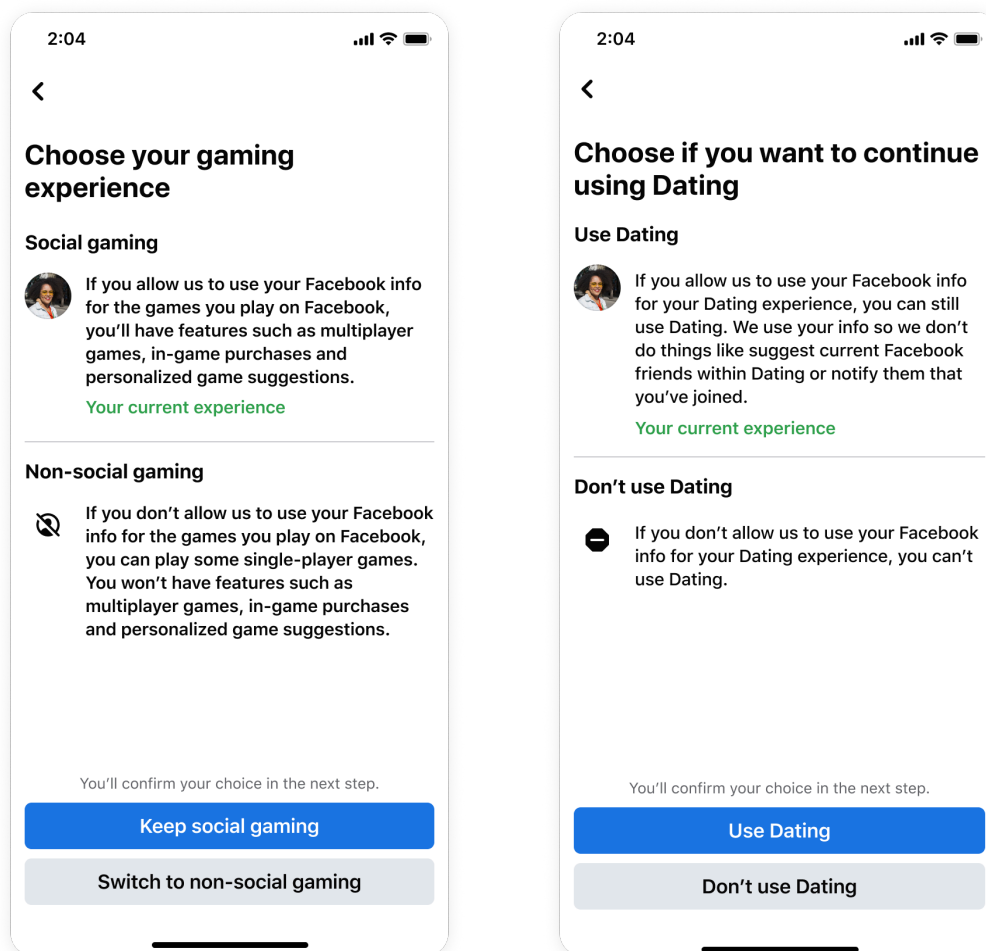
(51) Meta is offering new and existing end users of Facebook Gaming Play and Facebook Dating in the EU, EEA and Switzerland the ability to choose:

- to consent to Meta combining their personal data from Facebook in, respectively, Facebook Gaming Play and/or Facebook Dating and continue to receive the same connected experience on Facebook Gaming Play and/or Facebook Dating; or
- to withhold consent to Meta combining their personal data from Facebook in, respectively, Facebook Gaming Play and/or Facebook Dating in which case:
  - for Facebook Gaming Play, end users will access an alternative Facebook Gaming Play experience that does not incorporate games and features that rely on combination with their personal data from Facebook (the Facebook Gaming Play Choice); or
  - for Facebook Dating, end users will not be able to access the Facebook Dating feature because Facebook Dating requires data from Facebook to fulfil key user privacy commitments such as the commitment to all Facebook Dating end users that they will not see their Facebook friends on Facebook Dating (the Facebook Dating Choice).

## 2. The Facebook Gaming Play and Facebook Dating DMA choice screens

- (52) In accordance with the requirements in the DMA and Articles 4(11) and 7 GDPR, Meta presents the Facebook Gaming Play Choice and Facebook Dating Choice to end users through dedicated choice screens which ensure end users can exercise their DMA choice by either providing or withholding their DMA consent.
- (53) Meta has designed the respective choice screens to reflect its long-standing engagement with European data protection authorities as well as engagement with the Commission in relation to the DMA.
- (54) Meta sets out in **Figure 6** below the primary choice screen presented to end users.

**Figure 6: Facebook Gaming Play and Facebook Dating choice screens**



*Facebook Gaming Play*

*Facebook Dating*

**3. Meta does offer a less personalised but equivalent end user alternative where possible to deliver a positive user experience**

- (55) Where an end user withholds the relevant consent, and to continue to deliver a positive user experience, Meta offers end users a less personalised alternative Facebook Gaming Play and Facebook Dating experience where possible.
- (56) Facebook Gaming Play end users who withhold consent can continue to benefit from a single-player gaming experience. As a direct result of an end user's choice to withhold consent, Meta is unable to offer functionalities that are personalised based on the end user's Facebook personal data. For example, this includes the ability to play multiplayer games with their Facebook friends. Meta currently offers a number of single-player games and is working with game developers to provide even more games to end users who withhold consent.
- (57) Meta is unable to offer Facebook Dating to end users who withhold consent as Meta cannot fulfil the foundational privacy commitments to end users with respect to their interactions with other end users on Facebook Dating without personal data combination. For example, Meta is unable to uphold the commitment that Facebook Dating end users will not see their current Facebook friends on Facebook Dating if some of them have withheld their consent.



## **Article 5(8)**

### **A. Requirements of Article 5(8) DMA**

- (58) Article 5(8) requires Meta to ensure that using, accessing, signing-up or registering for one of its designated CPSs is not conditional on subscribing to, or registering with, another of its designated CPSs, or captured services for the purposes of Article 5(8).

### **B. Meta's compliance with Article 5(8) DMA**

- (59) Meta has ensured its compliance with Article 5(8) for all of its CPSs by providing its users with a separate and independent means of accessing each of its CPSs, without any requirement to subscribe to, or register with any unrelated CPS.

#### **1. Facebook**

- (60) Users are not required to register for any other of Meta's designated CPSs in order to register, access or use Facebook. On this basis, Meta complies with Article 5(8) by providing users with a Facebook experience that does not require subscription to, or registration with any of Meta's other services.

#### **2. Instagram**

- (61) Users are not required to register for any other of Meta's designated CPSs in order to register, access or use Instagram. On this basis, Meta complies with Article 5(8) by providing users with an Instagram experience that does not require subscription to, or registration with, any of Meta's other services.

#### **3. WhatsApp**

- (62) WhatsApp users can register for WhatsApp via the WhatsApp app or the WhatsApp Business app. Both apps provide a free-to-download, standalone and independent WhatsApp service. On this basis, Meta complies with Article 5(8) by providing users with a WhatsApp experience that does not require subscription to, or registration with, any of Meta's other services.

#### **4. Meta Ads**

- (63) Meta Ads is provided to advertisers primarily through the Ads Manager interface, which may be accessed through several different access points – (i) directly through the Ads Manager website; (ii) through Meta Business Manager; or (iii) through the Meta Business Suite.

- (64) To make use of the Meta Ads CPS and to be able to deliver ads on Facebook and/or Instagram (the key focus of Meta's advertisers), advertisers need a Facebook Page or

Instagram professional account. The need for a Facebook Page or an Instagram professional account is driven by technical requirements to facilitate this use of the Meta Ads CPS, including the delivery of ads. Having a Facebook Page or Instagram professional account allows advertisers to surface their ads on Meta's OSN CPSs. The Facebook Page or Instagram professional account held by the business user corresponds to the surface on which the ad is ultimately delivered.

- (65) This technical dependency is reflected in the text of the DMA, which recognises online advertising services as intrinsically linked to the other CPSs provided by the gatekeeper.<sup>3</sup> It has also been recognised in the Commission's DMA decisional practice (finding that "*the display of an advertisement can [...] be considered to be part of both the online advertising service and the other CPS*").<sup>4</sup>
- (66) The requirement to have a Facebook Page or Instagram professional account is therefore exclusively based on the nature of Meta's online advertising service allowing business users to develop ads to be surfaced on Meta's owned and operated OSN CPSs of Facebook and Instagram. On this basis, Meta complies with Article 5(8).

## 5. Facebook Messenger

- (67) Meta offers users the option to register with and access a version of Facebook Messenger with a new Messenger without Facebook account (i.e., without having to register with the Facebook CPS or any other of Meta's other CPSs).
- (68) As of 7 March 2024, upon accessing Facebook Messenger for the first time, users are presented with a choice screen asking them to decide whether to register to a combined Facebook and Facebook Messenger account, or to register to a Messenger without Facebook account. On this basis Meta complies with Article 5(8) by providing Facebook Messenger users with the ability to choose to use, access, sign-up for and register with Facebook Messenger as a standalone service, without having to subscribe to, or register with, any of Meta's other services.

## 6. Facebook Marketplace

- (69) Meta has ensured that users can access a logged-out version of Facebook Marketplace as a standalone and independent version of the Facebook Marketplace CPS. This logged-out Facebook Marketplace experience allows users to discover content on the

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<sup>3</sup> DMA, Article 2(2)(j): "*online advertising services, including any advertising networks, advertising exchanges and any other advertising intermediation services, provided by an undertaking that provides any of the core platform services listed in [Article 2(2)]*" (emphasis added).

<sup>4</sup> The Designation Decision, paragraph 113. See similarly, Commission Decision C(2023) 6104 of 5 September 2023, Case DMA.100018 Amazon – Online intermediation services –marketplaces; DMA.100016 Amazon – Online advertising services, para. 51; and Commission Decision C(2023) 6101 of 5 September 2023, Case DMA.100011 – Alphabet – OIS Verticals; DMA.100002 – Alphabet – OIS App Stores; DMA.100004 – Alphabet – Online search engines; DMA.100005 – Alphabet – Video sharing; DMA.100006 Alphabet – Number-independent interpersonal communications services; DMA.100009 Alphabet – Operating systems; DMA.100008 – Alphabet – Web browsers; DMA.100010 Alphabet – Online advertising services, para. 220.

Facebook Marketplace feed, without any requirement to register with the Facebook CPS.

- (70) Specifically, Meta has removed the Facebook login screen gating the Marketplace experience on desktop and mobile web and ensuring that the logged-out Facebook Marketplace correctly surfaces listings relevant for the geographic location the user indicates.
- (71) On this basis, Meta complies with Article 5(8) by providing users with a logged-out Marketplace experience that does not require users to subscribe to, or register with, any of Meta's other services.

## Article 5(9)

### A. Requirements of Article 5(9) DMA

- (72) Article 5(9) requires Meta to provide its advertisers and their authorised third parties with access to (a) ad level information relating to the price and fees paid by the advertiser, (b) the remuneration received by Meta and Audience Network publishers which allow ads to be placed on their mobile application inventory, and (c) the metrics on which those prices, fees and remuneration are calculated.
- (73) Meta is also required to provide Audience Network publishers with the choice whether to consent to sharing ad level remuneration or daily average remuneration with advertisers whose ads are placed on their mobile application inventory.

### B. Meta's compliance with Article 5(9) DMA

- (74) Meta has ensured its compliance with Article 5(9) based on extensive tools and information that it currently offers to advertisers, free of charge, and by introducing an additional pricing report in respect of ads shown on third party applications via Audience Network, as detailed below.

#### 1. Tools and information available to advertisers

- (75) Meta provides the following tools and information to advertisers, free of charge, and accessible at any time:

- **Price information:** a range of information via Ads Manager, which provides transparency over the price paid to advertise on Meta's surfaces and on third party applications via Audience Network, and the metrics used to calculate prices.<sup>5</sup>

Ads Manager provides advertisers with over 350 different data points, which give advertisers transparency on the spend, profitability and performance of their ad campaign (e.g., budget, amount spent, cost per result, number of impressions, cost per thousand impressions and many more).<sup>6</sup>

Ads Manager also enables advertisers to customise the breakdown or granularity of data they want to analyse (e.g., by time, demographics and geography).

- **Remuneration information:** a new DMA-specific report available to download via Ads Manager, which specifies the remuneration received by a third-party publisher for ads delivered via Audience Network to people in the EEA on third party applications.

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<sup>5</sup> See <https://en-gb.facebook.com/business/help/487269218011981>.

<sup>6</sup> See <https://www.facebook.com/business/help/181580096038351>.

- (76) Meta enables advertisers to easily export (in a common interoperable file format) this information so that it can be used in the tools of the advertiser’s choice.<sup>7</sup>
- (77) Third parties are also able to be granted access to the same tools and data available to advertisers when they are authorised by those advertisers via Business Manager.<sup>8</sup> If they are authorised, agencies and other intermediaries which manage advertising campaigns on behalf of other businesses have the ability to access the same resources being made available to those businesses.

## **2. Reporting options for publishers**

- (78) Meta has built a new transparency control to provide publishers with the choice as to how to share information with advertisers in the new report regarding remuneration received. The transparency control provides publishers with the option to select to report to Advertisers either (a) ad level remuneration information; or (b) daily average remuneration received by the Audience Network publisher.
- (79) Publishers can access the transparency control at any time in the Settings section of the publisher-facing platform, “Monetization Manager”, and are being notified of this new functionality via an in-product notification, which appears the first time the publisher logs in to Monetization Manager post-implementation of the new report.

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<sup>7</sup> See <https://developers.facebook.com/docs/marketing-api/insights>.

<sup>8</sup> See <https://www.facebook.com/business/tools/business-manager>.

## Article 5(10)

### A. Requirements of Article 5(10) DMA

- (80) Article 5(10) requires Meta to provide its Audience Network publishers and their authorised third parties with access to ad level information relating to the remuneration they receive for placing ads on their mobile application inventory, the price and fees paid by the advertiser, and the metrics on which those prices and remuneration are calculated.
- (81) Meta is also required to provide advertisers with the choice whether to consent to sharing ad level price information or the daily average price paid by that advertiser, for the relevant advertisements placed to third party applications via Audience Network.

### B. Meta's compliance with Article 5(10) DMA

- (82) Meta has ensured its compliance with Article 5(10) based on extensive tools and information that it currently offers to third-party publishers, free of charge, and by introducing an additional pricing report in respect of ads shown on third party applications via Audience Network, as detailed below.

#### 1. Tools and information available to publishers

- (83) Meta provides the following tools and information to publishers, free of charge, and accessible at any time:

- **Remuneration information:** a range of information via Monetization Manager, which is designed to provide transparency over the remuneration paid to Audience Network publishers that allow ads from Meta advertisers to be placed on their mobile application inventory, and the metrics used to calculate that remuneration.

Monetization Manager provides publishers with a wide range of reporting metrics, including information relating to estimated revenue, ad requests, fill rate, impressions and many more.<sup>9</sup>

Monetization Manager also enables publishers to customise the breakdown or granularity of data they want to analyse (e.g., by property, platform, ad space and country).<sup>10</sup>

- **Price information:** a new DMA-specific report available to download via Monetization Manager, which specifies the price paid by advertisers to place ads on the Audience Network publishers' third-party application inventory for ads delivered to people in the EEA.

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<sup>9</sup> See <https://www.facebook.com/business/help/1995974274064245>.

<sup>10</sup> See <https://www.facebook.com/business/help/809149625856345>.

- (84) Meta enables publishers to easily export (in a common interoperable file format) this information so that it can be used in the tools of the publisher's choice.
- (85) Third parties are also able to be granted access to the same tools and data available to publishers when they are authorised by those publishers via Business Manager.<sup>11</sup>

## **2. Reporting options for advertisers**

- (86) Meta has built a new transparency control to provide advertisers with the choice as to whether to consent to the sharing of ad level or daily aggregate pricing information with publishers in the new report. The transparency control provides advertisers with the option to select to report to publishers either: (a) ad level price information; or (b) the daily average price paid by the advertiser.
- (87) Advertisers can access the transparency control at any time in the Settings section of the advertiser-facing platform, Ads Manager. Advertisers are notified of this new transparency control via an in-product notification, which appears the first time the advertiser logs in to Ads Manager post-implementation of the new report.

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<sup>11</sup> See <https://www.facebook.com/business/tools/business-manager>.

## **Article 6(2)**

### **A. Requirements of Article 6(2) DMA**

(88) Article 6(2) requires Meta to ensure that it does not use non-public data provided or generated by business users in the context of their use of the relevant CPS or of the services provided together with, or in support of, the relevant CPS when that usage is “*in competition with*” such business users.

### **B. Meta’s compliance with Article 6(2) DMA**

#### **1. Meta’s compliance solution**

(89) Meta has ensured its compliance with Article 6(2) by introducing technical safeguards and controls that are designed to prevent and confirm that Meta is not using non-public business user data in competition with its business users.

(90) Meta provides a valuable advertising service to its advertisers, and its use of data in the provision of that advertising service and the services where advertising is surfaced is for the benefit of its advertisers (and ultimately end users) and not to compete with them.

(91) Meta has found no evidence of business user data being used in a way that would be “*in competition with*” Meta’s business users. Nevertheless, Meta’s compliance solution introduces technical safeguards and controls that are designed to prevent and confirm that Meta is not using advertising data that is generated or provided by an advertiser which competes with one or more of Meta’s products and features in competition with that advertiser.

(92) Meta has also expanded and formalised its internal pre-launch product review process to include a mandatory assessment of whether the product or feature launch or changes which involve the use of new data or the use of data in a different way is compliant with Meta’s obligations under Article 6(2).

(93) These measures are complemented by training which Meta is rolling out to all relevant personnel and is designed to ensure that they understand and comply with the requirements of Article 6(2).

(94) In addition, Meta has updated its public Code of Conduct to make clear that Meta’s employees will not use non-public advertising data to develop products in competition with Meta’s advertisers.<sup>12</sup>

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<sup>12</sup> See <https://about.meta.com/uk/code-of-conduct/>.



- (95) Meta has included within the scope of its compliance solution the data that is shared and generated by Meta's advertisers for the purposes of advertising, including through Ads Manager, Meta Business Suite, and Meta Business Tools services.
- (96) Meta's compliance solution also applies in part to other types of data generated or provided by a business user which competes with one or more of Meta's products and features.

## Article 6(5)

### **A. Requirements of Article 6(5) DMA**

(97) Article 6(5) requires Meta to apply the same criteria in determining the ranking and prominence of promotions of separate Meta products surfaced across the feeds of its online social networking and online intermediation services CPSs, as it does for the ranking of the product and service offerings of third parties, and to ensure that the ranking of such product and service offerings is determined on the basis of transparent, fair and non-discriminatory criteria.

### **B. Meta's compliance with Article 6(5) DMA**

(98) Meta may sometimes promote Meta products and services (other than the actual CPS on which the promotion is surfaced) on Facebook (including Facebook Marketplace) and Instagram. These cross-product promotions include promotions concerning other Meta services or products on Facebook (including Facebook Marketplace) and Instagram.

(99) While Meta does not compete with third parties on its own CPSs, as it does not rank "*services and products offered by the gatekeeper itself*" against "*similar services or products of a third party*", such promotional activity is in theory capable of giving relative prominence in ranking over third-party ads content from business users on a user's feed in Facebook and Instagram.

(100) On a precautionary basis, Meta has undertaken to restrict the use of cross-product promotions that are in theory capable of giving relative prominence in ranking, such as those that appear in a fixed place on the feed of an Article 6(5) CPS, and to ensure that such cross-product promotions are routed directly through Meta's blind ad auction mechanism. In so doing, Meta's cross-product promotions will compete for prominence in ranking directly with third party ads, through a blind ad auction mechanism which is transparent, fair and non-discriminatory.

#### **1. Meta's blind ad auction mechanism is transparent, fair and non-discriminatory**

(101) The ranking of a given advertisement on Facebook (including Marketplace) and Instagram, is determined in a blind ad auction mechanism, which calculates the Total Value of that advertisement, based on clear metrics which assess the advertisement's economic value, its attractiveness from the perspective of the user, and other clear and easily accessible qualitative elements. Such criteria are applied indiscriminately to all ads passing through the ad auction mechanism. There is no separate delivery mechanism for Meta promotions compared with third-party ads – all ads are treated and ranked in the same way.

- (102) Specifically, Total Value is derived through a combination of three main components (i) the advertiser bid; (ii) the estimated action rate (which represents how likely a given user will take the action that an advertiser has specified that it would like that user to take); and (iii) the ad quality (i.e. what the ad's relevance will be to a given user and the overall quality of the ad).
- (103) Through its Business Help Center Meta provides detailed guidance to advertisers to understand how the ad auction mechanism functions.<sup>13</sup>
- (104) In addition, Meta has developed a number of tools (available to all advertisers) to assess the effectiveness of their advertisements and assist them in improving their Total Value. By way of example, Meta's Ad Relevance Diagnostics tool measures ad performance on the basis of quality, level of engagement (end user engagement with the ad over the number of total impressions) and level of conversion (the number of conversions over the total number of interactions). It offers users the ability to improve their ads, but to also understand the metrics used by Meta's ad auction mechanism to determine ad quality.
- (105) Meta has therefore ensured that not only is the functioning of its blind ad auction mechanism transparent, fair and non-discriminatory, but has also granted access to advertisers to a number of tools allowing them to maximise the value of their advertisements and achieve the highest benefit possible from advertising on Meta's CPSs.

## **2. The ranking of Meta's own promotional activity**

- (106) To ensure compliance with Article 6(5) Meta has developed strict safeguards to only route its own cross-product promotions that are in theory capable of giving relative prominence in ranking, such as those that appear in a fixed place on the feed of an Article 6(5) CPS, through the blind auction mechanism.
- (107) Specifically, Meta has ensured that all of its marketing teams responsible for the surfacing of cross-product promotions on the Facebook and Instagram feeds are able to identify such types of promotions and route them through the blind ad auction mechanism. Once such cross-product promotions have been developed, they will go through a pre-launch approval process, carried out by Meta's marketing operation teams, to confirm that the correct process and systems will be followed and applied.
- (108) Finally, Meta has also put in place detective controls which focus on monitoring that such cross-product promotions have been surfaced through the blind ad auction

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<sup>13</sup> Information concerning how Total Value is calculated and how Meta's ad auction mechanism function is detailed and publicly available of Meta's website (available at [https://www.facebook.com/business/ads/ad-auction?content\\_id=FUOKIWteNZ8DFa5&refsem\\_smb&utm\\_termdsa-2185466873233&qclid=EAlaIQobChMlyLarIY24hAMVEZ6DBx1FpgkYEAAYASAAEgLEh\\_D\\_BwE&qgad\\_source=1&qclid=EAlaIQobChMlyLarIY24hAMVEZ6DBx1FpgkYEAAYASAAEgLEh\\_D\\_BwE](https://www.facebook.com/business/ads/ad-auction?content_id=FUOKIWteNZ8DFa5&refsem_smb&utm_termdsa-2185466873233&qclid=EAlaIQobChMlyLarIY24hAMVEZ6DBx1FpgkYEAAYASAAEgLEh_D_BwE&qgad_source=1&qclid=EAlaIQobChMlyLarIY24hAMVEZ6DBx1FpgkYEAAYASAAEgLEh_D_BwE)).

mechanism, and, in the unlikely event a promotion is mistakenly surfaced through the wrong mechanism (e.g., the promotion's placement on the user's feed is predetermined), Meta has put in place corrective controls to promptly ensure that such promotion is taken down.

## **Article 6(8)**

### **A. Requirements of Article 6(8) DMA**

(109) Article 6(8) applies to the Meta Ads CPS and requires Meta to provide access to the performance measuring tools and data (including aggregated and non-aggregated data) necessary to enable advertisers and publishers (as well as third parties authorised by them) to conduct their own independent verification of the advertisement inventory and performance. This includes the ability to export and use the data in the advertiser's and publisher's own measurement tools of choice for verification.

### **B. Meta's compliance with Article 6(8) DMA**

#### **1. Tools and information available to advertisers and publishers**

(110) Meta has ensured its compliance with Article 6(8) based on extensive tools and information that it currently offers to advertisers.

(111) Meta makes available to owners of advertising accounts using Meta's advertising services its comprehensive performance measuring tools that provide performance data (e.g., counts, metrics, statistics) enabling them to carry out independent verification of the delivery and performance of the ad space the advertiser bid on and won. In particular, Meta provides:

- **Ads Manager**, which includes a wide range of functionalities designed to enable advertisers to verify the delivery and performance of the ad(s) (at no additional cost) served on Meta's advertising surfaces. Ads Manager provides advertisers with over 350 different data points, including: information relating to offsite conversions; reach; offsite clicks; return on ad spend; landing page views; video engagement; impressions; and many more.<sup>14</sup> Meta provides this performance data at the ad campaign or ad set level (aggregated data) and at the individual advertisement level (non-aggregated data) which represents and/or compiles facts or information with respect to the delivery and performance of the advertising space which the advertiser won.<sup>15</sup>

Ads Manager also enables advertisers to customise the breakdown or granularity of data they want to analyse. For example, advertisers can view data broken down by time period; by demographic; by geography; by delivery; and/or by action.

(112) Meta provides publishers that make their ad inventory available via Audience Network access to:

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<sup>14</sup> See <https://www.facebook.com/business/help/181580096038351>.

<sup>15</sup> See <https://www.facebook.com/business/help/264160060861852>.

- **Monetization Manager**, at no additional cost, for publishers to analyse data related to the performance of the publishers' inventory from ads placed via Audience Network.<sup>16</sup> Monetization Manager provides publishers with a wide range of data points, including core performance metrics such as the number of requests for an ad from a placement (and returned in response to such a request); the number of impressions or clicks; and click-through rates.

Monetization Manager also enables publishers to customise the breakdown or granularity of data they want to analyse. For example, publishers can view data broken down by property; by platform; by ad space; by placements; by country; and/or by display formats.<sup>17</sup>

- (113) Meta also enables advertisers and publishers to export (in multiple file formats) or integrate (via an API<sup>18</sup>) data provided via Ads Manager and Monetization Manager into the verification and measurement tools of their choice.
- (114) Third parties are also able to be granted access to the same tools and data available to advertisers and publishers when they are authorised by those advertisers and publishers via Business Manager.<sup>19</sup> This means that agencies which manage advertising campaigns on behalf of other businesses can access the same resources being made available to advertisers or publishers (when authorised by those advertisers or publishers).
- (115) This performance data and functionality enables advertisers, publishers, and authorised third parties to utilise data in aggregated and non-aggregated ways, depending on their role and the preferences of the business user and, as applicable, the ad space which the advertiser won or the inventory they made available.

## 2. Meta's measurement and provision of data is independently accredited

- (116) Meta's provision of data to advertisers is in line with accepted industry standards and has been independently recognised by the Media Rating Council ("**MRC**").<sup>20</sup> The MRC has verified and accredited Meta's measurement of key metrics used to measure and verify ad logging and treatment of invalid data. In particular, the MRC has accredited Meta's measurement of display impressions and sophisticated invalid traffic ("**SIVT**") detection/filtration for ads in Facebook Feed in desktop web, mobile web and mobile app environments and for ads in Instagram Feed in mobile app environment, as well as viewable ad impressions and viewability for video for both Facebook and Instagram. The MRC has also verified and accredited brand safety processes for Meta's advertiser brand safety and suitability controls applied to Facebook in-stream video ad

<sup>16</sup> See <https://www.facebook.com/business/help/809149625856345>.

<sup>17</sup> See <https://www.facebook.com/business/help/809149625856345>.

<sup>18</sup> See <https://developers.facebook.com/docs/marketing-api/insights/> and <https://developers.facebook.com/docs/audience-network/optimization/report-api/guide-v2>.

<sup>19</sup> See <https://www.facebook.com/business/tools/business-manager>.

placements across desktop web, mobile web and mobile app environments. Meta's accreditation means that it has successfully completed a recurring annual audit by the MRC.

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<sup>20</sup>The list of digital services and metrics accredited by the MRC is publicly available at: <https://mediaratingcouncil.org/accreditation/digital>.

## **Article 6(9)**

### **A. Requirements of Article 6(9) DMA**

(117) Article 6(9) requires Meta to provide end users, and third parties that they have authorised, with effective portability of data provided by the end user or generated through their activity on Meta's CPSs.

### **B. Meta's compliance with Article 6(9) DMA**

(118) Meta has a long history of commitment to empowering users through data portability. As a founding member of the cross-industry Data Transfer Initiative ("DTI", originally the Data Transfer Project), Meta has been at the forefront of developing tools that enable technology users to transfer their data from one service to another.<sup>21</sup>

(119) Meta's compliance solution for Article 6(9) further enhances its existing tools to deliver even more seamless portability for its users.

#### **1. Facebook and Instagram**

(120) Meta provides end users on Facebook (including Facebook Messenger and Facebook Marketplace) and Instagram with access to advanced download and portability tools, namely:

- **Download Your Information ("DYI")**, which enables end users to download a copy of their information at any time. End users can choose to receive their data in either a machine readable (JSON) or easy-to-view (HTML) format.<sup>22</sup>
- **Transfer Your Information ("TYI")**, which enables end users to directly port a copy of their photos, videos, posts, notes, or events to a number of recipient third-party services, such as Google Photos, Dropbox or WordPress.<sup>23</sup>

(121) As part of Meta's compliance solution for Article 6(9), Meta has expanded DYI to enable all data available for download to be transferred directly to third-party storage destinations like Dropbox. Meta has also introduced the capability to implement regular, automatic recurring transfers for both DYI and TYI, including the option for end users to set up automatic, daily TYI transfers.

(122) Both DYI and TYI can currently be accessed from Meta's Accounts Center (as shown in **Figure 7** below), via the "Settings & Privacy" tools for Facebook and Instagram, or from within Meta's Privacy Center.

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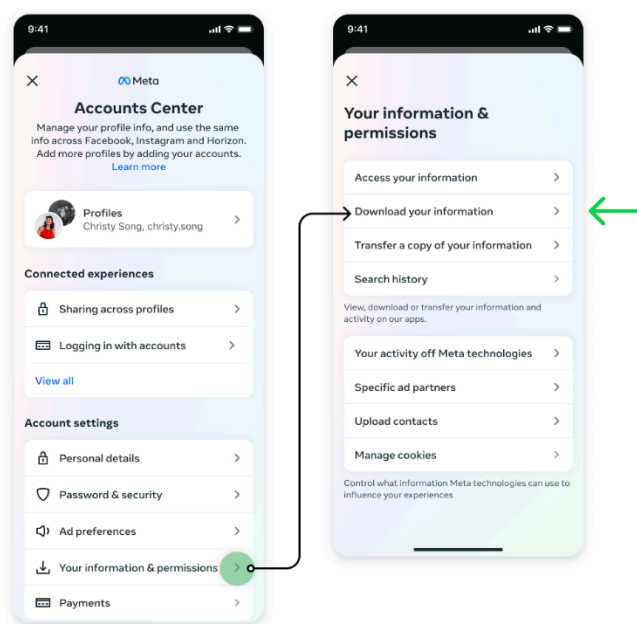
<sup>21</sup> See <https://engineering.fb.com/2019/12/02/security/data-transfer-project/>

<sup>22</sup> For further details, see <https://www.facebook.com/help/212802592074644> and <https://help.instagram.com/181231772500920>.

<sup>23</sup> For further details, see <https://www.facebook.com/help/230304858213063> and <https://help.instagram.com/718037346760762>.



Figure 7: Accessing DYI and TYI – Accounts Center



(123) Third parties that wish to integrate with TYI can get further information via a dedicated form on Meta for Developers.<sup>24</sup>

## 2. WhatsApp

(124) Meta also provides end users on WhatsApp with access to its comprehensive download and portability tools **Request Account Information (“RAI”)** and **Request Channel Information (“RCI”)**, which respectively enable end users to export their WhatsApp account information and settings, and their activity on and use of WhatsApp Channels.

(125) As part of Meta’s compliance solution for Article 6(9), Meta has introduced the capability to implement regular, automatic recurring transfers for both RAI and RCI.

(126) Both RAI and RCI are accessed in-app, via the ‘Account’ menu within ‘Settings’.

<sup>24</sup> See <https://developers.facebook.com/blog/post/2022/10/18/data-portability-and-our-transfer-your-information-tool/>; and <https://www.facebook.com/help/contact/1457819034653140>.

## Article 6(10)

### **A. Requirements of Article 6(10) DMA**

(127) Article 6(10) requires Meta to provide business users - on request - with access to and use of data that is provided for, or generated in the context of the use of, its CPSs by those business users and the end users that are engaging with the products or services provided by business users on Meta's CPSs.

### **B. Meta's compliance with Article 6(10) DMA**

(128) Meta provides its business users across its CPSs with access to a number of robust and comprehensive data access tools, many of which also enable the data to be downloaded and exported.

(129) As part of Meta's ongoing commitment to provide its business users with the tools they need to make the most of Meta's services, Meta has also created a dedicated data request process through which business users of its CPSs can make requests for data that is not already provided via Meta's existing tools as further described below.<sup>25</sup>

#### **1. Facebook and Instagram**

(130) Business users on Facebook<sup>26</sup> and Instagram have access to an extensive range of data and metrics which enable them to understand and analyse their interactions with end users on Meta's services. This data is made available to business users primarily via Meta's Insights tools.

(131) Insights is a set of cross-product tools that have been developed iteratively over many years. Insights is designed to allow business users to access all relevant data generated in the context of their presence on Meta's services and their interactions with end users, by providing the most valuable breakdowns, granularity, and aggregations of a wide range of data categories, in one place. Business users have access to hundreds of different metrics and are able to tailor the information presented to their specific needs, to enable them to maximise their performance on Meta's services.

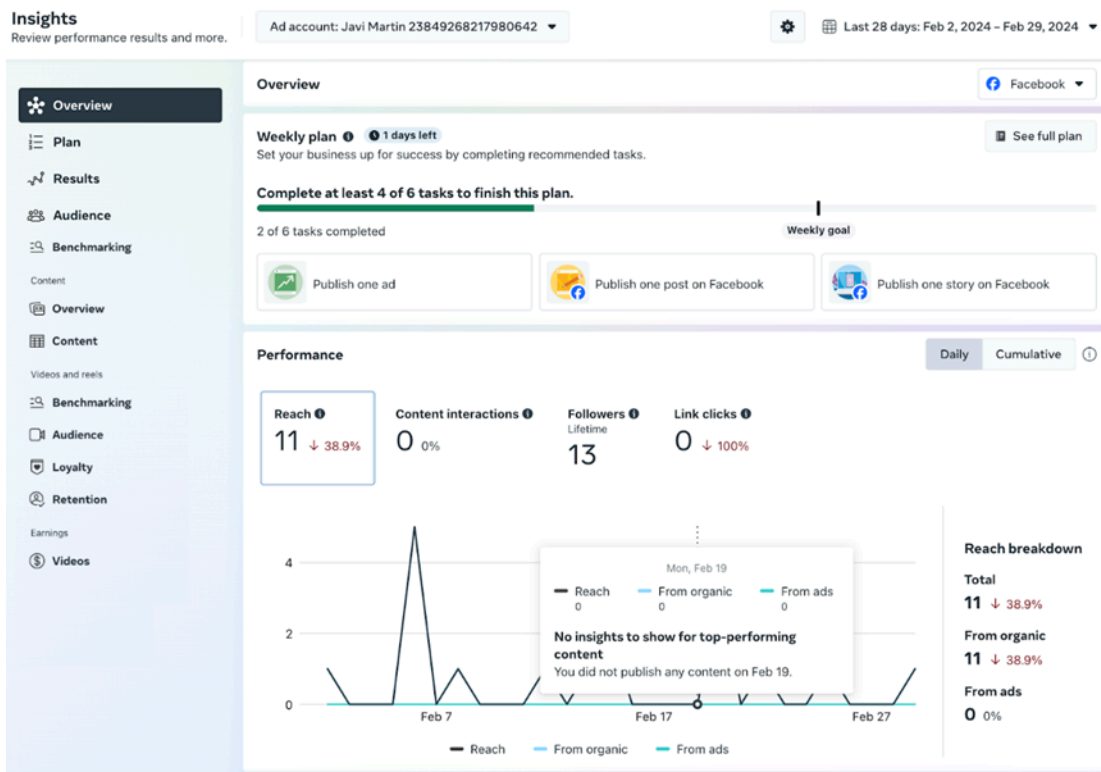
(132) Meta's Insights tools can be accessed by business users at any time, and free of charge, in a number of different ways including via Meta Business Suite, or via Facebook or Instagram Professional Dashboard. An example (with Facebook selected) of the Insights dashboard on Meta Business Suite is shown in **Figure 8** below.

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<sup>25</sup> See <https://facebook.com/business/help/1062362424877730>; and <https://faq.whatsapp.com/1040995840323577>

<sup>26</sup> Owing to restrictions imposed by the ePrivacy Directive, Insights relating to Facebook Messenger are not currently available in Meta's Insights the EEA.

Figure 8: Insights via Meta Business Suite (Facebook selected)



(133) Business users are also able to grant access to Insights data to third parties, and download various metrics in machine-readable, CSV format for Meta Business Suite or via Meta’s GraphAPI.<sup>27</sup>

(134) Meta obtains consent from and is transparent with end users with respect to the sharing of any personal data via Insights or other tools.

## 2. WhatsApp

(135) Information about interactions between business users and their end users on WhatsApp is available to the business users themselves: WhatsApp is a messaging service used by business users to communicate directly with their end users.

(136) In addition, a range of tools and metrics are available to business users to facilitate their overview of their communication activities on WhatsApp.

<sup>27</sup> See, for Facebook: <https://developers.facebook.com/docs/graph-api/reference/v19.0/insights> <https://developers.facebook.com/docs/graph-api/reference/v18.0/insights>; and for Instagram: <https://developers.facebook.com/docs/instagram-api/guides/insights/>.

## **Article 6(12)**

### **A. Requirements of Article 6(12) DMA**

(137) Article 6(12) requires Meta to apply fair, reasonable and non-discriminatory (“FRAND”) for business users with respect to its OSN CPSs, Facebook and Instagram, and to publish general conditions of access including an alternative dispute settlement mechanism (“ADSM”).

### **B. Meta’s compliance with Article 6(12) DMA**

(138) Conditions of access to Facebook and Instagram are governed primarily by Facebook’s Terms of Service<sup>28</sup> and Instagram’s Terms of Use<sup>29</sup> and by Facebook’s Community Standards<sup>30</sup> and Instagram’s Community Guidelines<sup>31</sup> (as concerns the circumstances under which a user may lose access).

(139) These terms together provide for fair, reasonable and non-discriminatory conditions of access for all users, including business users.

(140) Meta has also published a newly developed ADSM, with forms available through both the Facebook<sup>32</sup> and Instagram<sup>33</sup> Help Centers which allows business users to challenge the application of those conditions of access.

#### **1. Facebook and Instagram’s conditions of access are FRAND**

(141) Creating a Facebook Page or Instagram professional account is entirely free of charge. For both Facebook and Instagram, the opening of a Facebook Page or Instagram professional account is subject only to having a pre-existing Facebook or Instagram profile.

(142) Creating either a Facebook or Instagram profile, requires the provision of minimal necessary information, limited permissions to facilitate the provision of the service, and agreement not to violate Facebook and Instagram terms and policies.

(143) Loss of access for both Facebook and Instagram (either suspending or disabling a business user’s account) may occur if users violate the applicable terms and policies, including by publishing content in violation of Facebook’s Community Standards or Instagram’s Community Guidelines, by publishing content in violation of those terms.

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<sup>28</sup> Facebook’s Terms of Service are available at – <https://m.facebook.com/legal/terms>

<sup>29</sup> Instagram’s Terms of Use are available at – <https://help.instagram.com/581066165581870>

<sup>30</sup> Facebook’s Community Standards are available at – <https://transparency.fb.com/policies/community-standards>

<sup>31</sup> Instagram’s Community Guidelines are available at – <https://help.instagram.com/477434105621119>

<sup>32</sup> Facebook’s Help Center is available at – <https://www.facebook.com/help>

<sup>33</sup> Instagram’s Help Center is available at – <https://help.instagram.com/>

- (144) Meta applies specific restrictions on account creation for safety and security reasons, e.g., restricting access for people under the age of 13, convicted sex offenders and users who have previously had their account disabled for a violation of the Facebook Community Standards or Instagram Community Guidelines.
- (145) Similarly, Meta places restrictions on account access – or disables accounts for a period of time – in order to protect the safety of its users. In particular, publishing content on a Facebook Page or with an Instagram professional account which contravenes Meta’s Community Standards or Community Guidelines can lead to restrictions being imposed on account access, or immediate disabling of the account, depending on the gravity of the infringement.
- (146) If the business user considers the access restriction to be erroneous Meta already provides certain mechanisms for business users to regain access to Facebook and Instagram.

## **2. The Alternative Dispute Settlement Mechanism**

- (147) Meta has introduced an ADSM specifically to allow business users to challenge a decision made to limit a business user’s access to Facebook or Instagram. The ADSM is easily accessible (as it is included in both Facebook and Instagram’s Help Centers as well as in Facebook’s Commercial Terms<sup>34</sup> and Instagram’s Terms of Use) and is free of charge for the user.
- (148) Through Meta’s ADSM, business users of Facebook and Instagram can submit complaints through a dedicated site, for review by an internal team with the required knowledge to address and facilitate resolution of disputes relating to Facebook and Instagram’s conditions of access.
- (149) Provided the complainant is a business user of Facebook or Instagram and their dispute relates to the application of the conditions of access to Facebook or Instagram, the business user’s complaint will be assessed by a dedicated Review Board, with oversight from Meta’s DMA Compliance Function.

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<sup>34</sup> Facebook’s Commercial terms are available at – [https://www.facebook.com/legal/commercial\\_terms](https://www.facebook.com/legal/commercial_terms).

## Article 7

### **A. Requirements of Article 7 DMA**

(150) Article 7 requires Meta to make the basic functionalities of its NI-ICS services – WhatsApp and Facebook Messenger – interoperable with the NI-ICS services of requesting third parties.<sup>35</sup>

### **B. Meta’s compliance with Article 7 DMA**

(151) Meta is offering an interoperability solution for WhatsApp (the “**WhatsApp Interoperability Solution**”) which is the result of significant investment by Meta to build the complex technical infrastructure required to support interoperability. The WhatsApp Interoperability Solution will facilitate communication between end users of third-party messaging providers and WhatsApp end users who have opted-in to third-party messaging, same as vice-versa, while maximising user security, safety and privacy.

#### **1. Scope of the WhatsApp Interoperability Solution**

(152) The WhatsApp Interoperability Solution is available to third-party providers of NI-ICS (a “**Potential Partner**”) that offer end-to-end messaging between two individual end users in the EEA.<sup>36</sup>

(153) In accordance with Article 7(2), as of 7 March 2024 the WhatsApp Interoperability Solution encompasses the following core functionalities:

- text messaging (including emojis) between individual end users; and
- the sharing of images, voice messages, videos (including GIFs), and other attached files between individual end users.

#### **2. Reference Offers and requirements for Interoperability**

(154) To interoperate, Potential Partners will sign an agreement with Meta, whereby both parties will work together to enable interoperability. To facilitate this, Meta has prepared detailed Reference Offers (“**RO**”) for WhatsApp<sup>37</sup> that sets out, amongst other things, the eligibility criteria Potential Partners must fulfil in order to interoperate with WhatsApp as well as the general terms, technical details and requirements that eligible Potential Partners must accept and comply with to ensure an effective, secure and stable interoperable service.

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<sup>35</sup> On 8 January 2024, Meta submitted a formal request pursuant to Article 7(6) seeking a six-month extension of the time limits for compliance under Article 7(2)(a).

<sup>36</sup> Once approved, a Potential Partner will then be able to make available the WhatsApp Interoperability Solution to its end users in the EEA on both Android and iOS platforms.

<sup>37</sup> See <https://developers.facebook.com/messaging-interoperability>.

(155) Potential Partners interested in interoperating with WhatsApp can make a request for interoperability via the WhatsApp portal.<sup>38</sup>

### **3. Technical architecture of the WhatsApp Interoperability Solution**

(156) The WhatsApp Interoperability Solution is underpinned by a technical architecture that fulfils the requirements of the DMA by maintaining – as far as is technically possible – the high levels of security, privacy and integrity that Meta currently offers to its WhatsApp first-party users.

(157) Meta enables Potential Partners to choose between two different technical setups for integrating with WhatsApp’s architecture to facilitate interoperability.

#### **1. Client-to-server-to-client model**

(158) WhatsApp’s primary offering to Potential Partners is to facilitate interoperability with the WhatsApp service by connecting the clients used by their end users directly to the WhatsApp server, meaning messages are not routed via the third-party server.

(159) This architecture allows Meta to access direct end user signals which WhatsApp uses to identify spam and abusive accounts.<sup>39</sup> As mentioned above, this architecture also brings advantages in terms of overall reliability of the interoperable service as it benefits from WhatsApp’s infrastructure, which is already scaled to handle billions of messages each day. It also constitutes a “plug-and-play” model for Potential Partners, thereby lowering the barriers for and facilitating potential new entrants as they do not need to develop their own interoperable infrastructure.

#### **2. Proxy server model**

(160) Despite the clear advantages of the client-to-server-to-client model described above, Meta also offers Potential Partners the option to enable interoperability via the use of proxy servers. Meta has developed this option in direct response to third-party feedback.

(161) The proxy server model allows Potential Partners to add a proxy server as an “intermediary” that sits between their end users’ clients and the WhatsApp server, which gives them more flexibility and control.

(162) However, interposing proxy servers between the WhatsApp server and third-party clients reduces WhatsApp’s ability to ensure the same high standard of security, privacy and integrity provided to first-party WhatsApp users due to the lack of direct signals

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<sup>38</sup> See request portal available at <https://developers.facebook.com/messaging-interoperability>.

<sup>39</sup> There is a reasonable expectation that third-party users connecting to WhatsApp will not send 1000 messages/second to WhatsApp’s end users. The client-to-server architecture requires malicious actors to establish one connection per end user to WhatsApp, thereby rendering it impossible to send a very high volume of messages over a single channel and pretend the messages originated from different end users.

from third-party chats. Meta has endeavoured to mitigate these risks as much as possible with additional necessary and proportionate requirements in the RO.

- (163) Even with these additional security measures, the client-to-server-to-client model remains WhatsApp's preferred architecture for enabling interoperability given its clear advantages in terms of maximising user security, safety and privacy.

## **1. Maximising the standard of security for the WhatsApp Interoperability Solution**

- (164) Meta's approach to compliance with the DMA is centred around preserving security, privacy and safety for users as far as possible. The DMA provides that the gatekeeper shall preserve the level of security, including E2EE, that it offers its own end users. Furthermore, the gatekeeper shall not be prevented from taking measures to ensure that interoperability does not endanger the security, privacy and integrity of its service. On this basis, the WhatsApp Interoperability Solution seeks to open WhatsApp to interoperability, while maximising user security, privacy and safety.

- (165) In order to preserve as much as possible the high level of E2EE that Meta currently provides to its end users, Potential Partners must meet Meta's high standards for E2EE by either using (i) an implementation of the Signal Protocol, which is described by third-party commentators as the "gold standard" for encryption, or (ii) another E2EE implementation, provided that it has a security standard that is equivalent to the Signal Protocol (and subject to WhatsApp's confirmation of compatibility).

- (166) Notwithstanding this requirement, interoperability with third-party NI-ICS by definition means that Meta can no longer guarantee that no one other than the sender and intended recipients can access the content of a message. While Meta controls its own endpoints and cannot read or listen to user messages sent between first-party users, interoperating third-party NI-ICS may handle messages differently after delivery and provide for a different level of security than is currently available to Meta's own end users.

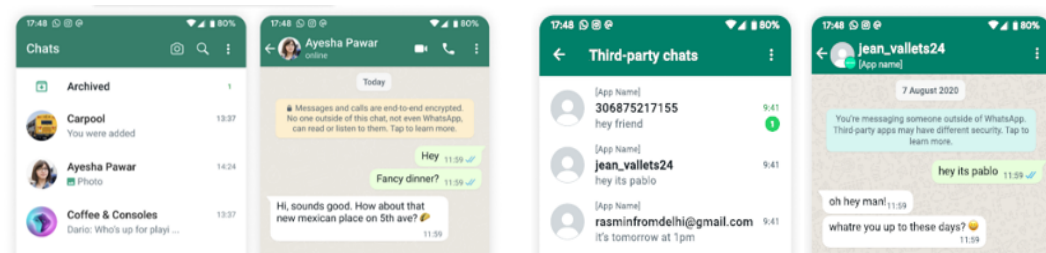
## **2. The end user experience**

- (167) The WhatsApp Interoperability Solution is designed to make interoperable messaging as simple, reliable, private and secure as first-party chats, insofar as this is possible given the necessary constraints imposed by interoperability.

- (168) To reduce the learning curve and limit the potential for user confusion, third-party interoperable chats look materially similar to first-party WhatsApp chats and are just as easy to use.



Figure 8: WhatsApp's interoperable service



WhatsApp chats

Third-party chats

- (169) In line with DMA requirements and privacy expectations of users, WhatsApp end users will be required to opt-in to receiving third-party interoperated services. In light of the unavoidable E2EE, integrity, and security limitations associated with providing interoperability, and in compliance with existing transparency obligations (in particular under GDPR)<sup>40</sup>, Meta has designed the end user experience of interoperable messaging to empower users to make an informed decision as to whether they want to use interoperability services.
- (170) In order to manage user expectations, and keep chats with similar levels of encryption, security and functionality together, third-party messages are displayed in a separate but readily accessible inbox tab.
- (171) The WhatsApp Interoperability Solution supports any type of unique and stable identifier and provide an existence verification mechanism, which allows third-party users to assess whether a particular first-party end user can be contacted via interoperable chats (i.e., is a user of the first-party experience and has opted-in to interoperable chats) and vice versa.

<sup>40</sup> According to Article 5(1)(a) GDPR, transparency is one of the key principles relating to processing of personal data, which is underpinned by proactive information obligations arising from Article 13 GDPR. End users need to be made aware of how their personal data is being processed and where Meta's control and oversight over such data ends.

### **Obligations with which Meta already complies**

- (172) Meta has assessed that its CPSs were already fully compliant with Articles 5(3), 5(4), 5(5), 5(6), 5(7), and 6(13) of the DMA from the moment they were listed in the Designation Decision.
- (173) Meta has carried out an internal audit of (i) any contractual agreements entered into with business users; (ii) the terms and conditions imposed on both business users and end users to benefit from Meta's CPSs; (iii) other existing Meta policies; and (iv) any informal practices that may be carried out by the relevant Meta teams, in order to ascertain that there are no contractual provisions or practices that would infringe the obligations arising from these articles.
- (174) To further ensure that Meta teams do not engage in any informal practices that could infringe on these obligations, Meta further engaged with the teams responsible for the specific CPSs covered by the relevant obligation. No such informal practices were identified.
- (175) As a result of this internal audit, Meta was able to confirm that it does not engage in any conduct which would contravene the obligations arising from these provisions.

#### **1. Article 5(3)**

- (176) Article 5(3) requires Meta to not hinder the freedom of business users to sell their products or services at the conditions they choose on sales channels other than the Facebook Marketplace CPS.
- (177) Meta has verified that no restrictions exist in its existing Commerce Policies or any other terms governing Facebook and its features (including the Facebook Marketplace CPS) for users to offer their product or service offering on other services at whichever conditions they choose.

#### **2. Article 5(4)**

- (178) Article 5(4) requires Meta not to force business users or end users to contract on Meta's own platforms, as opposed to one of their choosing, or to restrict business users from communicating those offers to end users.
- (179) Meta has confirmed that it does not in any way impose via its terms, policies, contractual provisions or any informal practice, any restrictions on business users from concluding contracts, or communicating about those contracts, with customers acquired through the use of Meta's CPSs regardless of whether the CPS is relied upon to enter into such contracts.

### **3. Article 5(5)**

(180) Article 5(5) requires Meta to not restrict end users' access to subscriptions (content, features or other items) on apps running on Meta's CPSs even if the subscription was acquired outside Meta's CPSs.

(181) Meta has confirmed that end users are not in any way prevented from accessing, through Meta's CPSs, any content, subscriptions, features or other items by using the software application of a business user, regardless of where that content was acquired. Meta has verified that no restrictions exist within any of its CPSs existing terms, policies, contractual provisions or through any informal practice for end users to access the services offered to them by business users outside of any of Meta's CPS.

### **4. Article 5(6)**

(182) Article 5(6) prohibits Meta from restricting users of its CPSs from raising issues of non-compliance in front of an EU or national court or other public authorities.

(183) Meta has confirmed that business users or end users are not prevented from raising issues of non-compliance with national or Union law in front of an EU or national court in the EU, or before a public authority. Meta has verified that no restrictions exist on any end user raising complaints to public authorities within any of its CPSs existing terms, policies, contractual provisions or through any informal practice. Claims relating to non-compliance with the DMA are included in such terms.

### **5. Article 5(7)**

(184) Article 5(7) requires Meta to allow business users, in the context of their use of Meta's CPSs, to rely on or interoperate with identification services, web browser engines, payment services or technical services supporting payment services other than those provided by Meta.

(185) Meta has confirmed that it does not require business users who use any of its CPSs in the EEA to use, offer or interoperate with Meta's identification services, web browser engines, or payment services or technical services supporting payment services.

### **6. Article 6(13)**

(186) Article 6(13) requires Meta to ensure that a user wishing to terminate their access to any given Meta CPS may do so without incurring undue difficulty.

(187) Meta allows users to terminate their accounts on Facebook, Instagram, Meta Business Suite, Meta Business Manager and WhatsApp rapidly and easily. Deleting an account on any of Meta's CPSs is free for the user, and easily completed by going through a few

simple steps. Meta also allows users to terminate their Messenger without a Facebook account rapidly and easily.

**Obligations which do not apply to Meta's services**

- (188) **Articles 6(3), 6(4), 6(6), 6(7) and 6(11) DMA** only apply to categories of CPS under which none of Meta's services were designated.

### **Section 3: information relating to the Compliance Function provided for under Article 28 of the DMA**

(189) Meta’s approach to compliance with the DMA is built on three complementary elements, overseen by the Head of Compliance – (i) the interpretation of legal requirements (carried out by Meta’s legal department); (ii) the design and implementation of solutions ensuring compliance with the DMA (carried out by the product teams); and (iii) oversight, carried out by Meta’s DMA Compliance Function, over the development and monitoring of “controls” designed to ensure Meta’s products, services, and business practices remain compliant with the DMA.

(190) The DMA Compliance Function is responsible for informing company leadership and employees about their obligations under the DMA, as well as escalating matters related to DMA compliance to the Independent Committee of the Board of Directors through the Head of Compliance.

#### **A. Structure and independence of the Compliance Function**

(191) Meta’s DMA Compliance Function is composed of the Head of Compliance, a Global Data Protection Program Director, a Head of the Compliance Function and a core team of Meta employees working in alignment with the tasks specified in Article 28(5) DMA.

(192) The Head of Compliance is answerable directly to the Independent Committee of Meta’s Board of Directors, to which they report periodically on any engagement with the European Commission, the evolution of the DMA, the activities carried out by the Compliance Function and potential issues identified. The Head of Compliance cannot be removed from their position without the prior approval of the Independent Committee. Members of the Compliance Function do not have direct reporting lines into operational functions and are not subject to any form of indirect control by any operational function.

(193) In addition, the Independent Committee assesses on an ongoing basis the Head of Compliance, the strategies and policies put in place by the Compliance Function as well as its Governance Structure. The Independent Committee will also oversee the staffing, resource allocation and terms of reference of the Compliance Function and the Head of Compliance.

**B. Strategies, policies and mechanisms for taking up, managing and monitoring compliance with the DMA**

(194) Meta's compliance with the requirements of the DMA has been founded upon a "three lines of defence model":

- **The first line of defence** (comprised of product, policy and operations teams) has responsibility for owning and managing risks that arise across their products, services, and solutions.
- **The second line of defence** (comprised of the Head of Compliance and the Compliance Function), has responsibility for ensuring and assessing compliance with, and oversight over, all issues concerning the DMA.
- **The third line of defence** is Meta's internal audit function which provides objective and independent assurance that the first and second line of defence functions are operating effectively.

(195) As the second line of defence, the Compliance Function is independent of Meta's operational functions, and has responsibility for ensuring and assessing compliance with, and oversight over, all issues concerning the DMA. This includes engaging in respect of and overseeing risks, controls and compliance, and providing training and guidance to key internal stakeholders on the DMA.

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