



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

**NON-CONFIDENTIAL PUBLIC SUMMARY
OF META'S COMPLIANCE REPORT**

6 March 2026

Today, Meta is publishing its 2026 Digital Markets Act (“**DMA**”)¹ Compliance Report, setting out how Meta’s compliance solutions continue to be fully compliant with the DMA – just as they have been since 6 March 2024 when our first DMA Compliance Report was published.

Meta is pleased to report that the internal processes and controls implemented to monitor ongoing DMA compliance since March 2024 are continuing to function well, under the supervision of Meta’s dedicated Compliance Function and overseen by Meta’s DMA Head of Compliance, Andre Mintz.

Meta remains committed to delivering DMA compliance solutions that work for our users. We want to ensure the highest levels of security and privacy so that users can connect with one another in complete confidence across Meta’s whole family of apps.

That is why we have continued to engage with the European Commission and other third parties in relation to Meta’s compliance programme during the 2025/2026 compliance period.

The extensive and wide-ranging updates that you see in Meta’s 2026 DMA Compliance Report reflect changes that we have made in response to specific feedback from the Commission and other third parties, as well as improvements that we have implemented as part of our continuous product development cycle.

The following provides a non-exhaustive overview of the updates and improvements that Meta has implemented since our 2025 Compliance Report, which are now reflected in the 2026 Report.

1. Mandated changes to Meta’s business model: significant changes to the consent model for personalised ads

Meta’s personalized ads service delivers huge benefits to users, advertisers and the wider European economy. To comply with the evolving regulatory environment in Europe, Meta overhauled its entire business model by launching Subscription for No Ads in November 2023.

The Commission provided feedback that it did not consider that Subscription for No Ads complied with its interpretative framework of Article 5(2) DMA. Meta disagreed with that interpretative framework but engaged in constructive regulatory dialogue with the Commission to avoid significant fines. The upshot is that Meta launched an additional less personalized ads option in November 2024, which goes far above and beyond what is required by the DMA.

Despite the Commission noting the constructive engagement from Meta, the Commission issued a decision stating that Meta’s Subscription for No Ads model did not comply with the DMA and it fined Meta EUR200m. Meta fundamentally disagrees with the Commission’s decision and has appealed. More details are available in the blogpost [here](#).

¹ 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.

Despite this fundamental disagreement, Meta continued to have constructive dialogue with the Commission and following further engagement on less personalised ads, the Commission compelled Meta to update the presentation of the less personalised ads choice to end users.

As a result of that extensive engagement, Meta rolled out revised and updated choice flows to all users starting in January 2026. All eligible users who select ads instead of Subscription for No Ads will be required to choose between personalised ads and less personalised ads.

2. Further enhancements to data portability tools

Meta launched further enhancements to its data portability tools during the Compliance Period, reflecting its longstanding commitment to data portability and to continuously improve its products to meet users' needs.

These enhancements include:

- consolidating Download Your Information and Transfer Your Information into a single data portability tool, Export Your Information (EYI);
- launching a dedicated portal for third-party developers onboarding to EYI; and
- making multiple updates to the technical architecture for exporting data to third-party destinations.

3. Messaging interoperability

During the Compliance Period, Meta also partnered with two third-party NI-ICS — BirdyChat (fully launched) and Haiket (in advanced beta testing) — to launch interoperable messaging with WhatsApp in the EU.

In addition, Meta has launched its interoperable group messaging solution for WhatsApp and Facebook Messenger during the Compliance Period, in line with timeline under Article 7(2).

This major development reflects the substantial effort and resources dedicated by Meta's Product and Engineering teams towards the successful launch of DMA interoperable messaging, and it marks a significant DMA milestone.

While making these major strides, Meta has continued to make updates to its WhatsApp and Facebook Messenger interoperability solutions in response to feedback from the Commission and third parties, including updates to its Article 7 reference offers and technical documentation for interested third-party NI-ICS.

4. De-designation of Facebook Marketplace

Meta has reflected the Commission's welcomed decision to de-designate Facebook Marketplace as a core platform service. This outcome is consistent with the position that Meta communicated to the Commission prior to and following the initial designation in September 2023.

Meta nevertheless dedicated significant investment and resources toward developing comprehensive compliance solutions for Facebook Marketplace at substantial cost. Meta has, for the time being, maintained those solutions in place.

5. Controls related to Article 6(2)

Among the updates in the Compliance Report, Meta has included further detail on the technical controls deployed across Meta's services to ensure compliance with the requirements of Article 6(2). Given the technical nature of the enhancements, these are discussed in the Compliance Report itself and continue to involve us building solutions that demonstrate a negative: that we do not use data in non-compliance with Article 6(2) of the DMA.

6. Additional updates to follow in the 2026-2027 compliance period

In addition to the updates set out in the report, Meta will continue to work on product developments in the coming year. Product developments that Meta introduces in the next 12 months will be reflected in the 2027 Compliance Report once they have been fully implemented.

In particular, Meta has already previewed to the European Commission that it is rolling out ads on WhatsApp Channels and Status in the EU in the coming weeks. Users' personal messages, calls, and status updates remain fully end-to-end encrypted and no ads will appear in users' personal chats. Meta has carefully designed this ads experience to ensure that it complies fully with Meta's regulatory obligations, including incorporating carefully designed choice flows into the user experience.

Meta remains confident that its compliance solutions are aligned with, and in many cases go beyond, both the letter and spirit of the DMA.

Meta looks forward to continuing to provide its high-quality services to business users and end users within the framework of the DMA during the forthcoming compliance period.

Overview

On 6 March 2026 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 Meta 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; and
- Meta’s NI-ICS, WhatsApp.²

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:
 - o **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), 6(12) and 7;
 - o **Part 2** covers obligations with which Meta is already compliant and why, namely Articles 5(4), 5(5), 5(6), 5(7) and 6(13).

² On 23 April 2025, the Commission de-designated Facebook Marketplace as a CPS (the “**De-Designation Decision**”).

- o **Part 3** covers obligations which do not apply to Meta’s CPSs, namely Articles 5(3), 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.³ For example, Facebook’s Messenger, Games and Dating features are referred to as Facebook Messenger, Facebook Gaming Play and Facebook Dating, respectively. This ensures consistency across Meta’s DMA compliance communications.

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

³ 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 Meta Platforms Ireland Limited and WhatsApp Ireland Limited entities that operate the following designated CPSs for all users in the EU, namely:
 - (a) the Facebook OSN CPS;
 - (b) the Instagram OSN CPS;
 - (c) the Meta Ads OAS CPS;
 - (d) the Facebook Messenger NI-ICS CPS; and
 - (e) 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)

- (1) 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 personalize their experience.

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

- (2) Meta's comprehensive solutions comply with Article 5(2) across all of Meta's designated CPSs. End users have a number of choices with respect to the use of their personal data, and are provided with, where possible, a meaningful alternative experience.
- (3) Each choice ensures 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 have a neutral choice between two options: (i) a personalized service which involves data combination; and (ii) a less personalized 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 can make 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 have 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.

- (4) To provide end users with the features and personalized 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 across Meta technologies’ personalized offering.
- (5) 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 the GDPR, the ePrivacy Directive and antitrust law.
- (6) The different aspects of Meta’s Article 5(2) compliance solutions are set out in Sections I-IV below as follows:
- **Section I** sets out Meta’s Article 5(2) compliance solution as it relates to Facebook, Instagram and WhatsApp.
 - **Section II** sets out Meta’s Article 5(2) compliance solution as it relates to Meta Ads.
 - **Section III** sets out Meta’s Article 5(2) compliance solution as it relates to Facebook Messenger.
 - **Section IV** 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, Instagram and WhatsApp

- (7) To ensure the Facebook, Instagram and WhatsApp CPSs comply with Article 5(2), Meta provides end users with 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, Instagram and WhatsApp

(8) Building on and enhancing Meta’s existing Accounts Center offering, new and existing end users of Facebook, Instagram and (now) WhatsApp in the EU, EEA and Switzerland can choose whether they:

- consent to the combination and use of their personal data across Facebook, Instagram and/or WhatsApp by choosing to add their accounts to the same Accounts Center; or
- withhold their consent to such combination and use by keeping their Facebook, Instagram and WhatsApp accounts separate in the Accounts Center.

(a) Meta’s Accounts Center

(9) Accounts Center is the centralised hub that empowers end users to choose whether to combine data from their accounts.

(10) End users exercise that choice by bringing their respective Facebook, Instagram and now also WhatsApp accounts into the same Accounts Center. By doing so, those end users can benefit from a more integrated, cross-app experience, including, where applicable, the ability to cross-post content between their accounts and sync their profile photos and/or avatars. To offer these functionalities and connected experiences that work across Facebook, Instagram and now also WhatsApp, Meta must be authorised by end users to combine and use an end user’s personal data - this choice is made via Accounts Center. End users can modify that choice at any time.

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

- (11) 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.
- (12) 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.
- (13) Meta sets out in **Figures 1 to 3** the DMA Accounts Center choice flow.

Figure 1: Accounts Center – adding an account on Facebook and Instagram

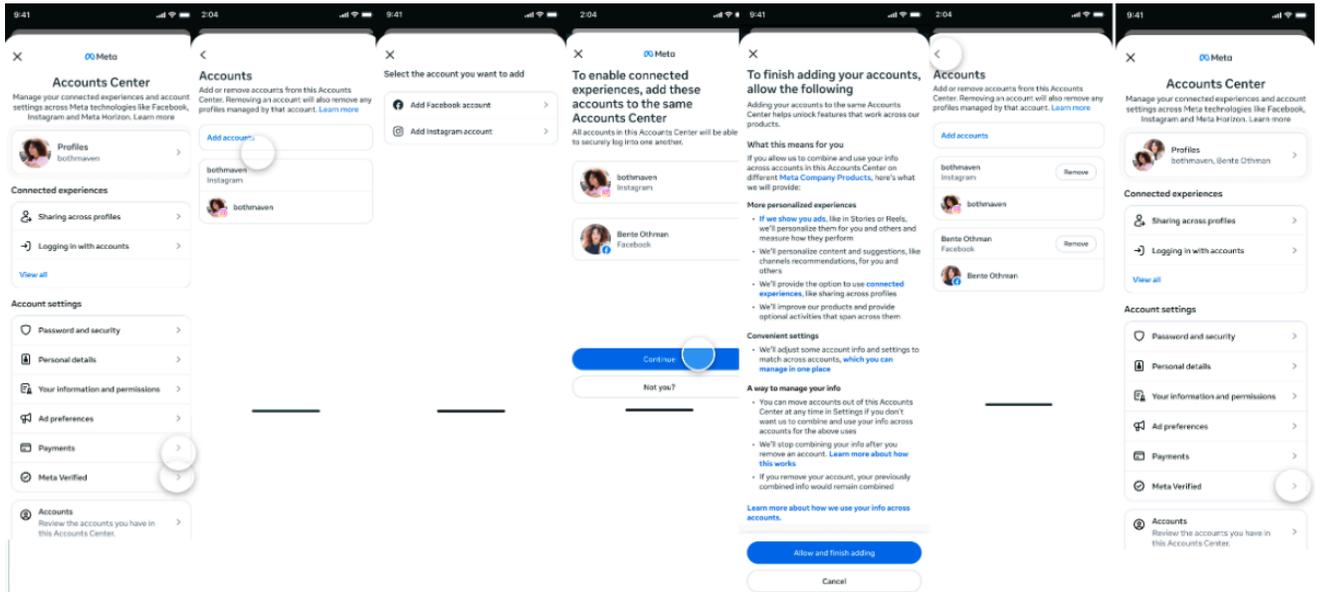
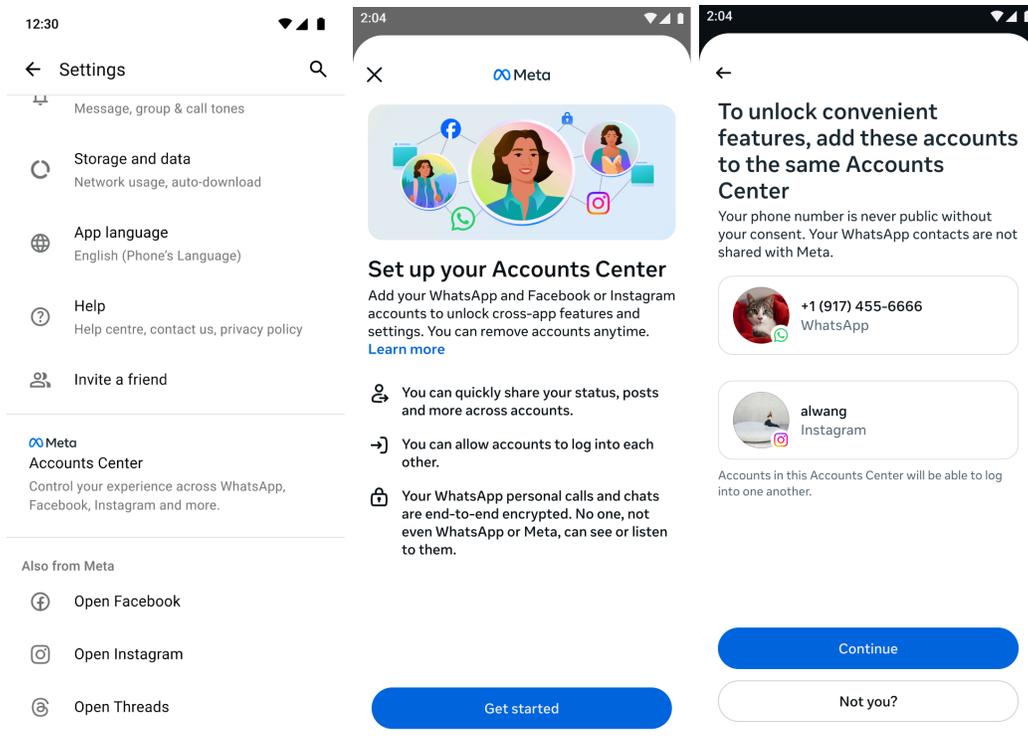


Figure 2: Accounts Center – adding an account on WhatsApp (including setting up an Accounts Center on WhatsApp)



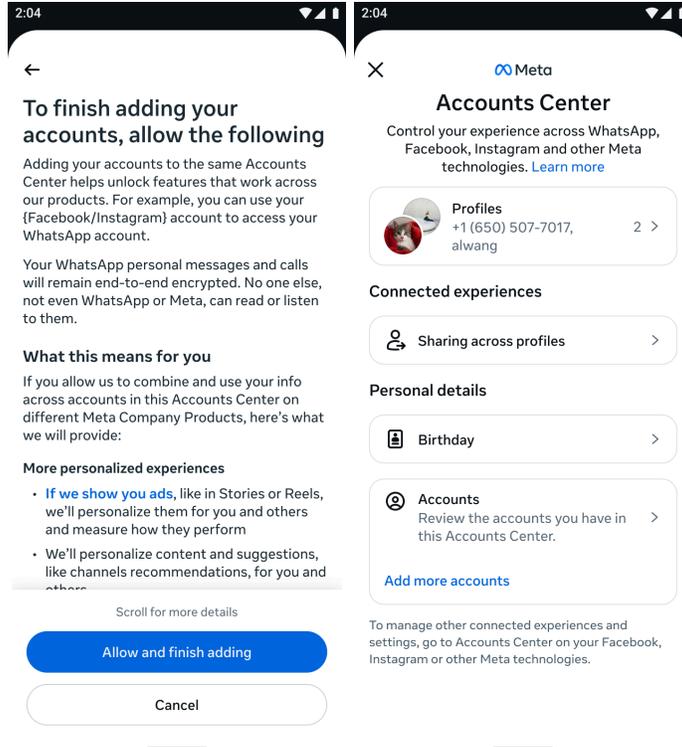
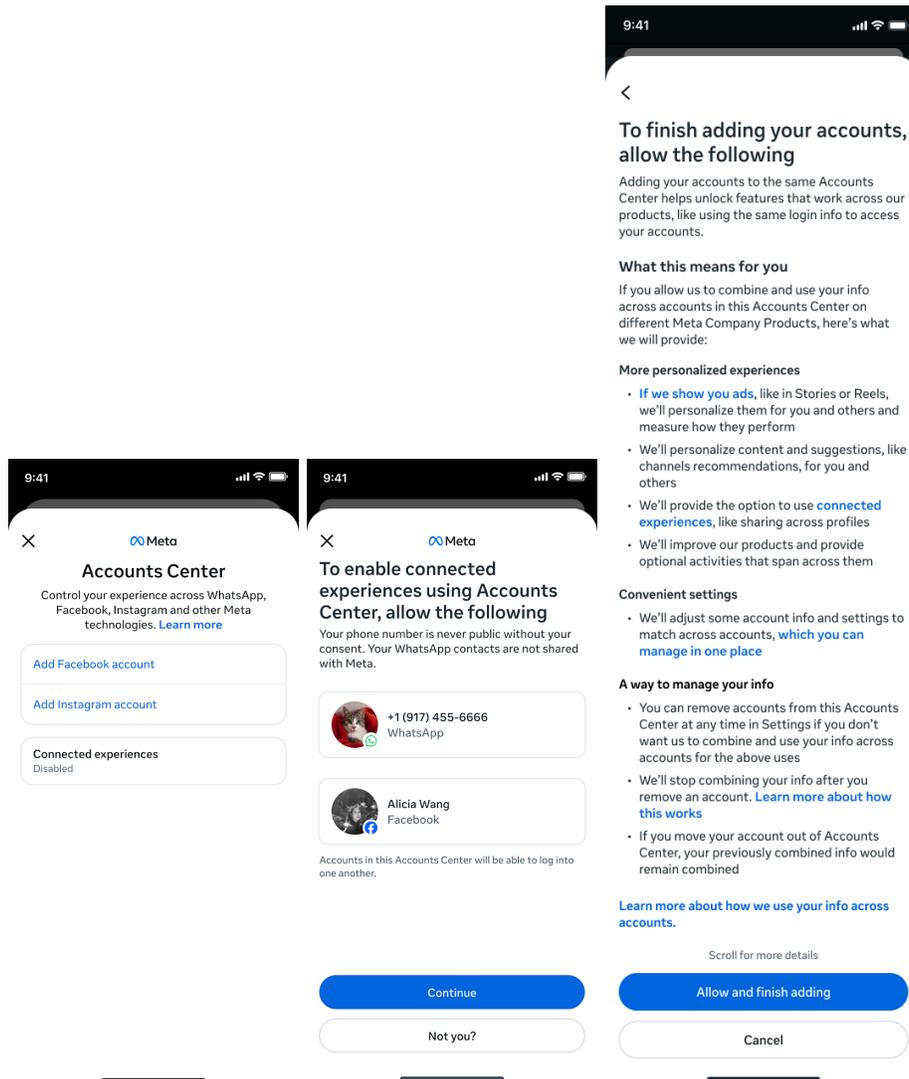


Figure 3: Accounts Center – adding an account on WhatsApp



2. The Facebook, Instagram and WhatsApp choice offers a less personalized but equivalent alternative

- (14) The choice offers end users an alternative experience which ensures they can make a free choice between the two options. The end users can revisit their choice at any time.
- (15) 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, Instagram and/or WhatsApp accounts to be in the same Accounts Center. If the user declines to give their consent to the

combination and use of their personal data across Facebook, Instagram and/or WhatsApp via Accounts Center, Meta will not combine or use their personal data across those accounts. While the user will not have access to those functionalities and connected experiences that require Facebook, Instagram and/or WhatsApp accounts to be in the same Accounts Center, the user's experience will not change as a result of that choice.

II. Meta Ads

(16) To ensure Meta Ads complies with Article 5(2), Meta offers end users a 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

(17) Meta offers 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 (subject to a separate control) and combines their personal data from Facebook and/or Instagram to deliver personalized 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 personalized advertising purposes. This leads to end users experiencing a Facebook and/or Instagram experience that is less personalized but equivalent; the only difference that end users will experience is that Facebook and/or Instagram are provided with no advertising (together, the Ads Choice).

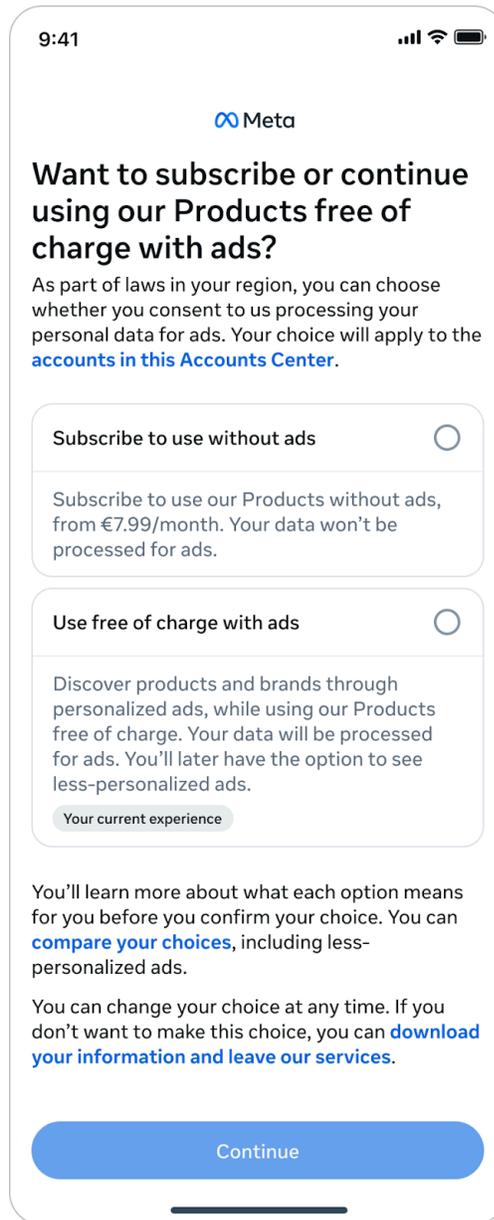
(18) Despite Meta's concerted efforts to comply with the requirements of the DMA, Meta has continued to receive additional demands that go beyond what is written in the law. In response to this feedback and to continue providing our services for free to as many EU citizens as possible, Meta launched a new choice for end users: since November 2024, EU users who choose the ad-supported service can now also choose to see less personalized ads, with continued access to Facebook and Instagram free of charge. In response to further feedback from the Commission, Meta has undertaken to roll out revised choice flows for its Ads Choice to all users

starting in January 2026, and that choice flow will become non-dismissible in March 2026.

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

- (19) 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.
- (20) 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. Following the introduction of the less personalized ads choice, Meta has updated the choice screens to ensure end users are well informed of less personalized ads and can exercise that choice immediately after choosing to use Facebook and Instagram free of charge with ads.
- (21) Meta sets out in **Figure 4** below the primary choice screen presented to end users.

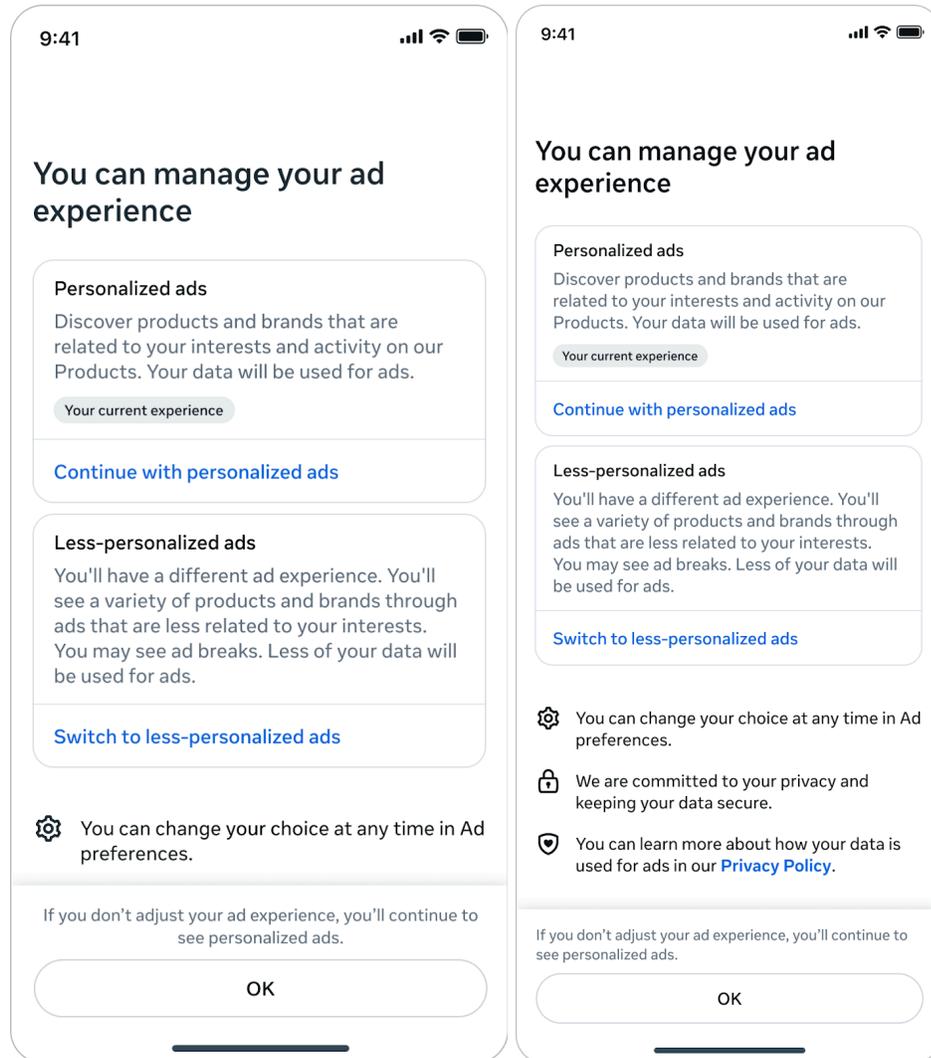
Figure 4: Meta Ads primary choice screen



- (22) Every user that selects the “Use free of charge with ads” option and then clicks on “Agree” on the subsequent screen, thereby providing their consent for the use of their personal data for the purpose of ads, will be asked to choose the degree to which the ads they receive will be personalised and are required to make a choice on this screen between personalised ads and less personalised ads (see **Figure 5** below). This choice is a de facto dimmer switch that provides users with the ability

to effectively dial back the relevance of the ads delivered to that user. Every single EEA user has this choice and can exercise this choice, as that user sees fit.

Figure 5: Meta Ads LPA choice screen



- (23) End users that have selected the With Ads option and have clicked on the "OK" button in Figure 5 will be sent two dismissible reminders at reasonable intervals in 2026 to complete the Ads Choice Flow and a further non-dismissible reminder in January 2027.

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) Following regulatory discussions, the price of the monthly subscription currently stands at:

- desktop subscribers are charged €5.99 per month for an initial account added to an Accounts Center, followed by an additional charge of €4 for every other account they choose to add to the same Accounts Center (or €3.00 per month for a WhatsApp account added to an 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 €7.99 for an initial account, followed by €5 per month for any subsequent accounts they choose to add to the same Accounts Center (or €4.00 per month for a WhatsApp account added to an Accounts Center).

(26) These prices are consistent with the ability for end users to make a free and informed choice.

4. Meta’s compliance solution for Meta Ads offers a less personalized but equivalent end user alternative

(27) 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 personalized and relevant advertising.

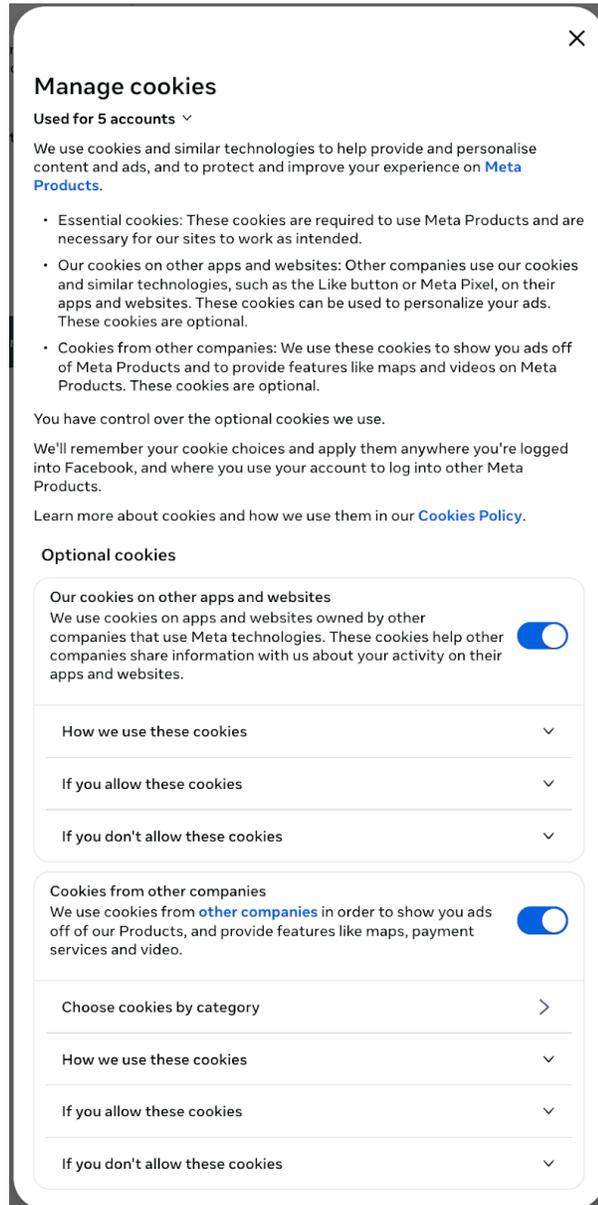
(28) In continuing to provide personalized non-ads content on Facebook and Instagram, the solution also avoids degrading the quality of these services for end users.

5. Meta's ads personalization tools

(29) Where end users choose the personalized 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 personalize the ads they are shown. Meta's existing ad preference controls include the following controls:

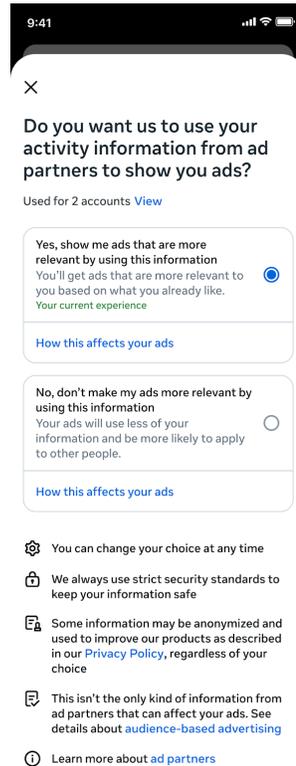
- **Cookie control:** End users have control over data received from cookies and similar technologies from third-party developers for advertising purposes (see **Figure 6** below).

Figure 6: Cookies control



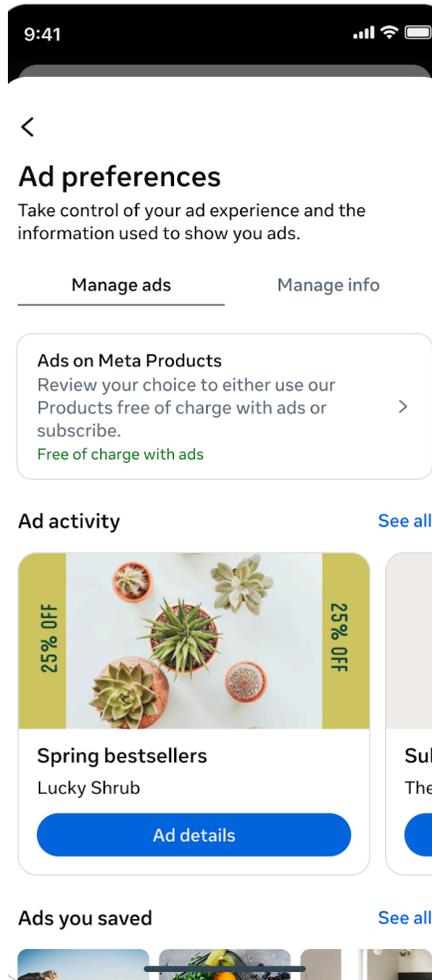
- Activity information from ad partners: End users can control whether Meta uses information provided to it by third-party ad partners about an end user's activity on their third-party websites, apps and certain offline interactions, for the purposes of showing that end user an ad (see **Figure 7** below).

Figure 7: Activity information from ad partners



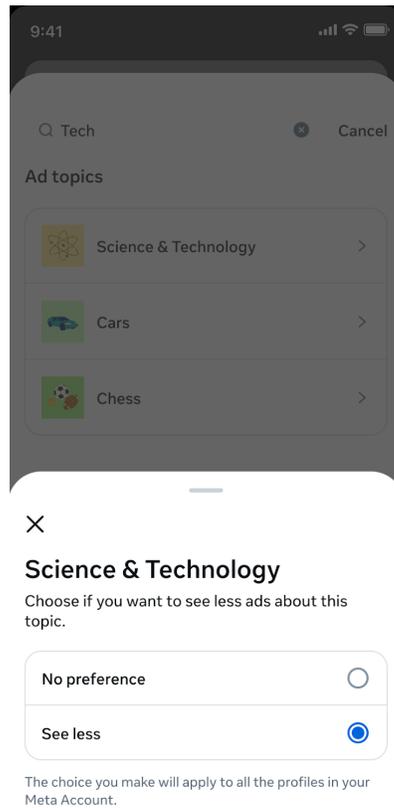
- Ad preference: End users can adjust and control which ads they see on Facebook and Instagram, including by choosing to see fewer ads relating to certain topics (see **Figure 8** below).

Figure 8: Ad preferences



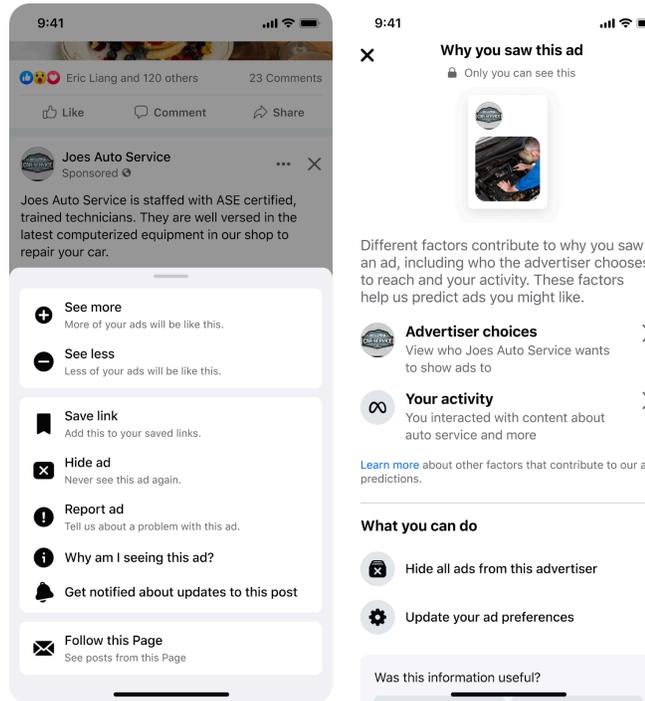
- “See less”: End users can use this control to choose to see less of a particular ad or topic (see **Figure 9** below).

Figure 9: “See less”



- “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 (see **Figure 10** below).

Figure 10: “Why am I seeing this Ad”



III. Facebook Messenger

(30) To comply with Article 5(2) as it relates to the Facebook Messenger CPS, Meta offers end users a 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

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

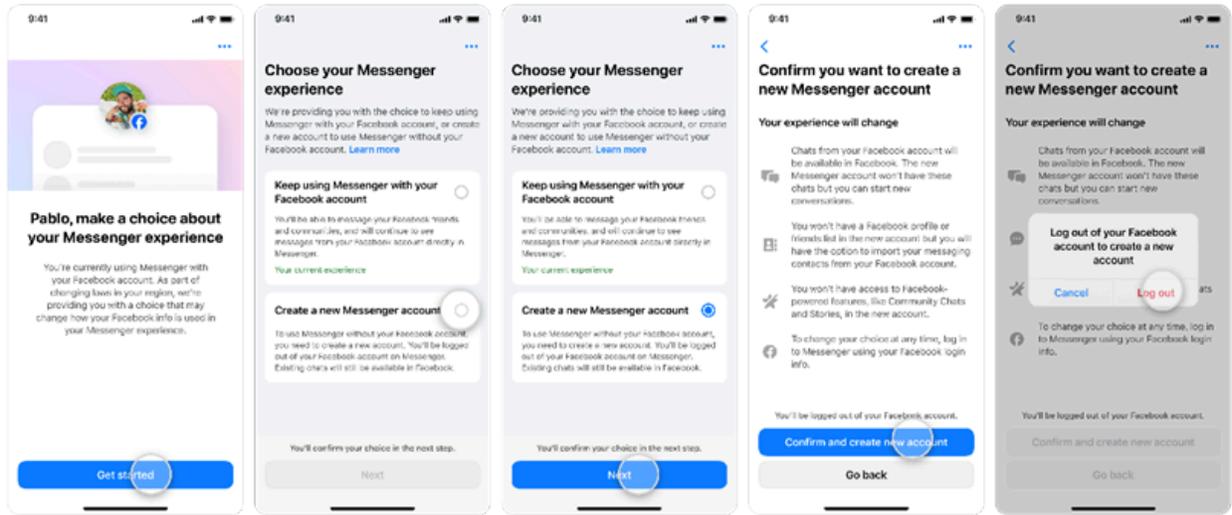
- a Facebook Messenger experience that is combined with their Facebook account; or
- an alternative, new Facebook Messenger experience that is not combined with their Facebook account (the Facebook Messenger Choice).

- (32) In the case of the former, end users will enjoy access to a Facebook Messenger CPS experience that continues to be personalized based on the end user's personal data from Facebook.
- (33) 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

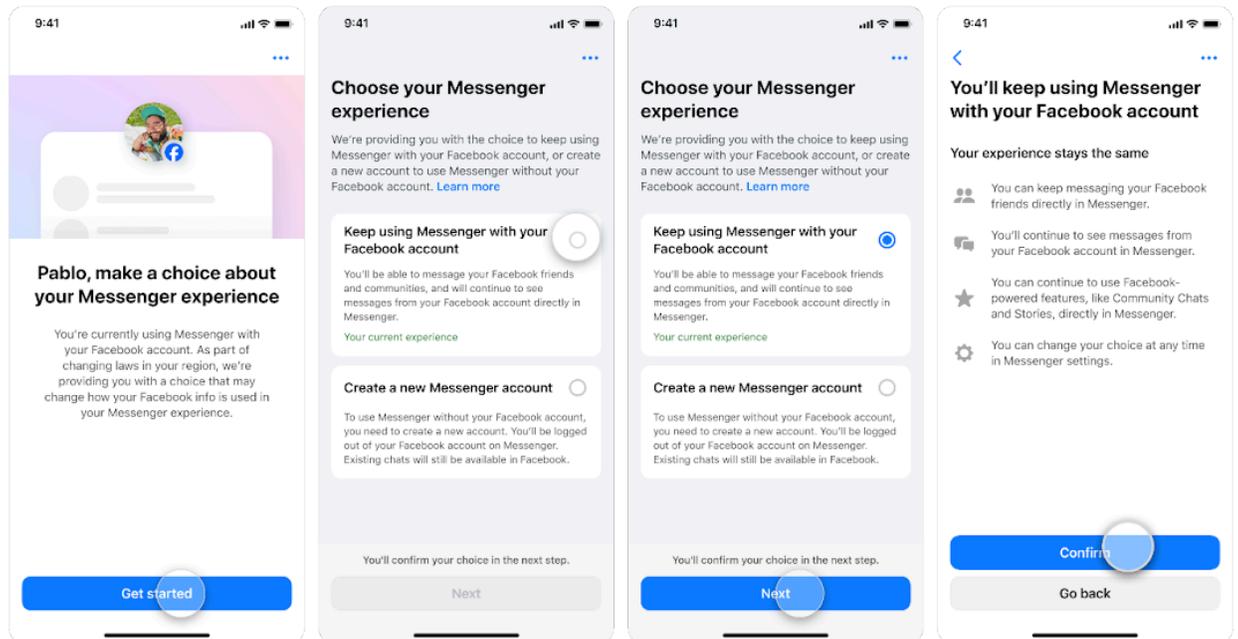
- (34) In accordance with the requirements in the DMA and Articles 4(11) and 7 GDPR, Meta presents the Facebook Messenger Choice to end users through dedicated choice screens which ensure end users can exercise their DMA choice by either providing or withholding their DMA consent.
- (35) Meta has designed 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.
- (36) 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.
- (37) Meta sets out in **Figure 11** below the Messenger choice flow for end users who withhold consent. At the end of this choice flow, the end user is directed to a registration flow to create a Messenger without Facebook account.

Figure 11 : Facebook Messenger choice flow for end users withholding consent



(38) Meta sets out in Figure 12 below the Messenger choice flow for end users who consent to combining their Facebook Messenger experience with their Facebook account.

Figure 12: Facebook Messenger choice flow for end users choosing the personalized Messenger experience

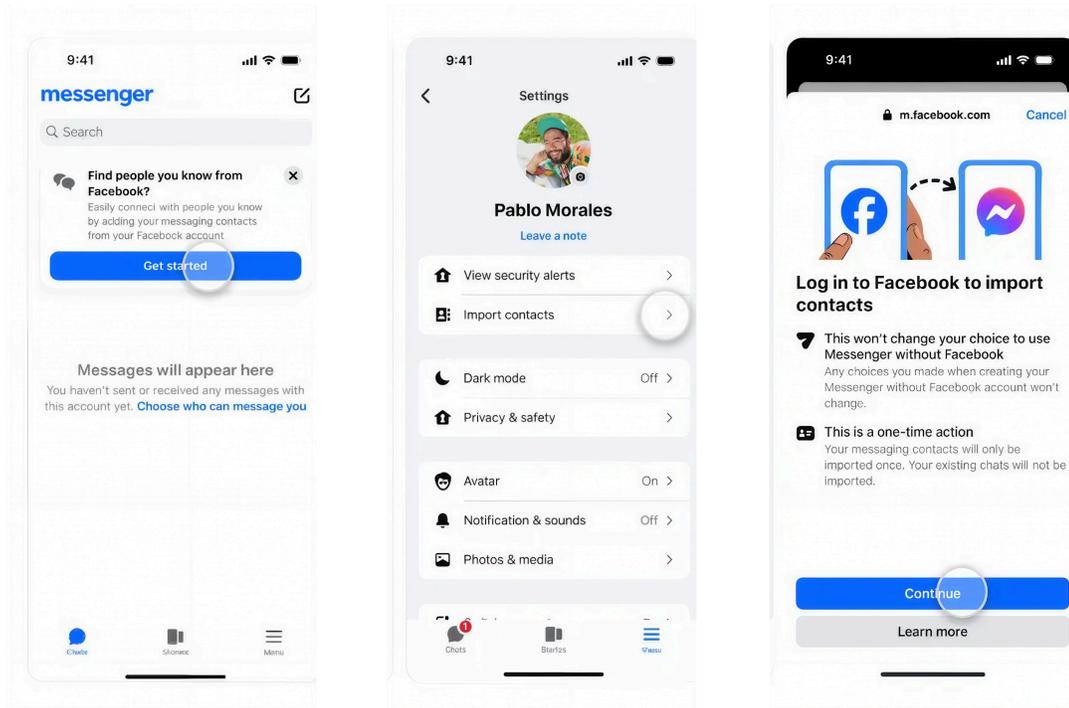


3. Meta’s compliance solution for Facebook Messenger offers a less personalized but equivalent end user alternative

- (39) The choice offers end users an alternative experience which ensures they are able to make a free choice between the two options.
- (40) 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.
- (41) Following discussions with the Commission, Meta has gone above and beyond the DMA requirements to further enhance Messenger without Facebook for users. A new “Contacts Transfer” feature allows users with existing Facebook accounts to perform a one-time transfer of their Facebook contacts to Messenger without Facebook. This enables several improvements:
- Kickstart: The user’s Messenger without Facebook inbox is populated with contacts from their most recent Facebook Messenger conversations, allowing users to seamlessly continue their conversations.
 - Discoverability: Users can easily find their transferred contacts, including Facebook friends, via the search or compose functionalities on Messenger without Facebook.
 - Reachability: Messages to/from a user’s transferred contacts will be sent to a user’s inbox (rather than their message request folder).

Meta outlines the onboarding flow that allows end users to transfer their contacts in **Figure 13** below.

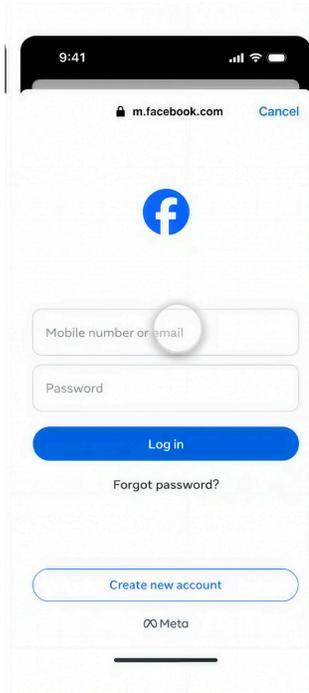
Figure 13: Contacts Transfer Onboarding Flow



End users are shown a “Get started” screen that contains information about Contacts Transfer.

End users can proceed by clicking “Import contacts”.

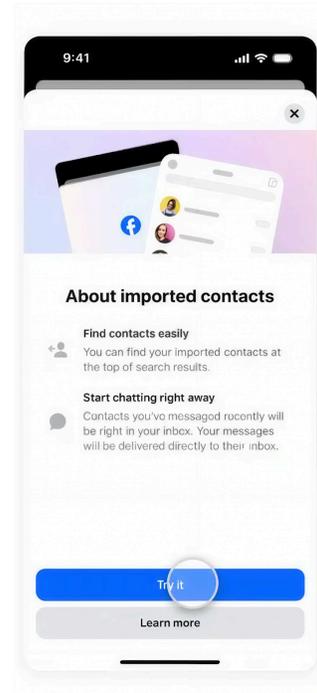
End users are shown further information, including that Contacts Transfer is a one-time action that does not alter an end user’s Facebook Messenger Choice. End users can click “Learn more” to find out more information.



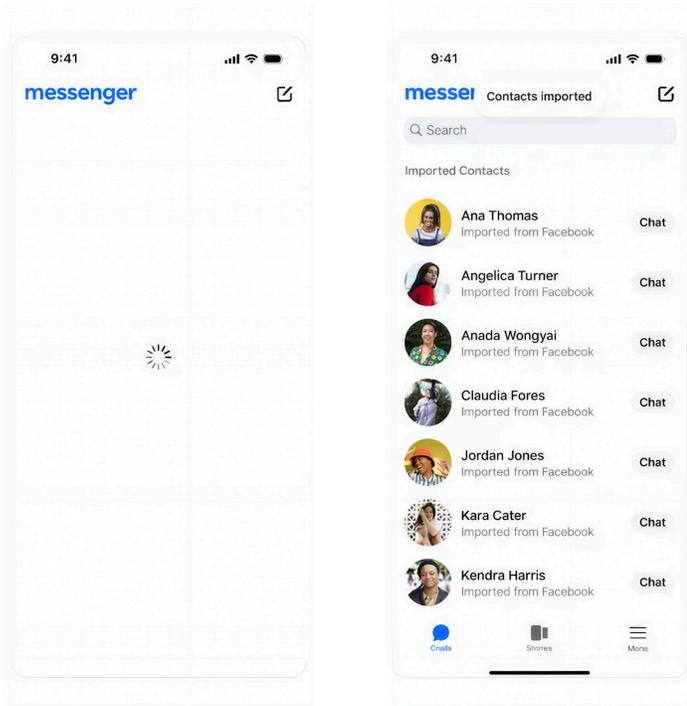
End users can initiate Contacts Transfer by logging into their Facebook account.



End users are shown the confirmation screen.



End users will see the explanation screen that sets out information about the imported contacts.



Users will then be shown their imported contacts

(42) The key difference between the services, depending on the end user's choice, is that certain functionalities that are personalized based on the end user's personal data from Facebook will not be available in a new Messenger without Facebook account. Unless a user utilises the Contacts Transfer feature – in which case they will benefit from the additional functionalities mentioned above – 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 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.

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

(43) To ensure that end users of Facebook 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, Meta continues to offer all Facebook end users an in-app chat functionality.

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

(44) 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.

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

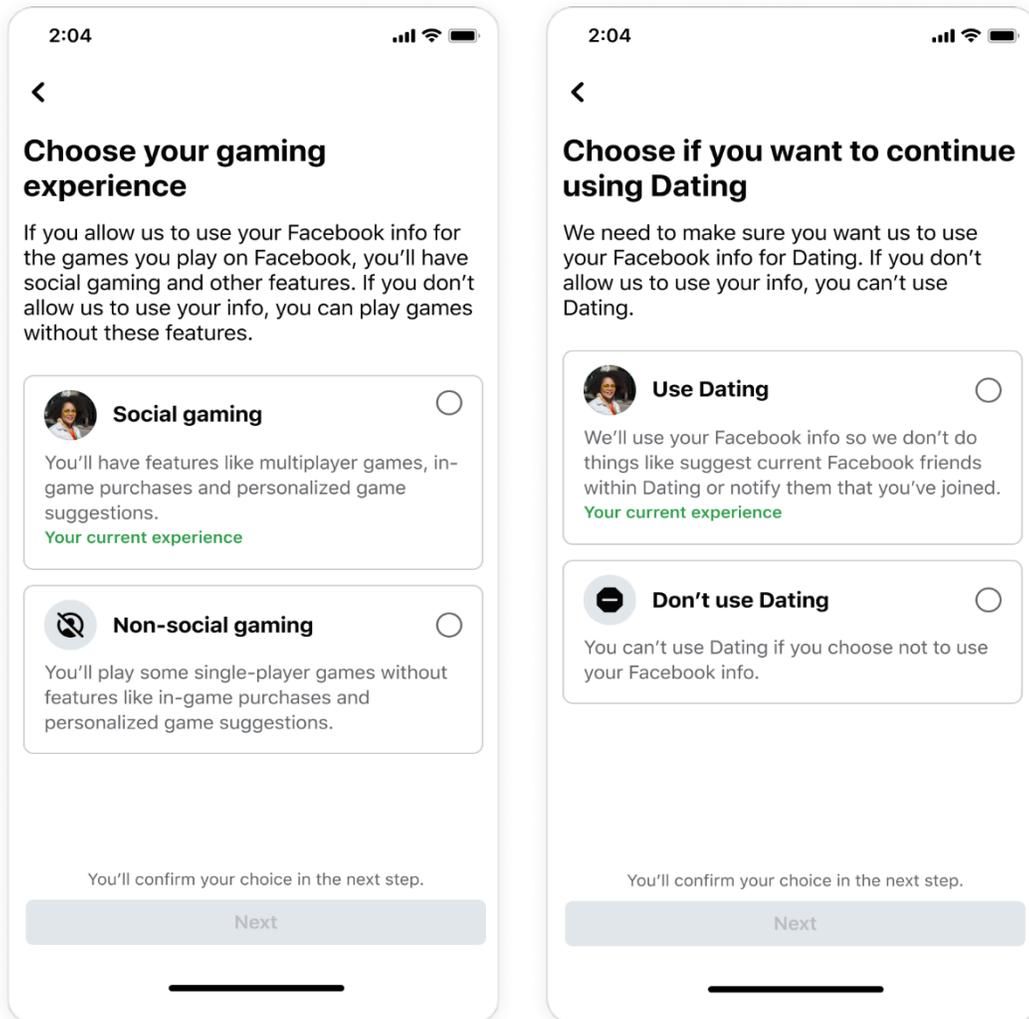
1. Meta's compliance solution in relation to the 'other services', i.e., Facebook Gaming Play and Facebook Dating

- (46) Meta offers 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:
 - o 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
 - o 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

- (47) In accordance with the requirements of 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.
- (48) 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.
- (49) Meta sets out in **Figure 14** below the primary choice screen presented to end users.

Figure 14: Facebook Gaming Play and Facebook Dating choice screens



Facebook Gaming Play

Facebook Dating

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

- (50) Where an end user withholds the relevant consent, and to continue to deliver a positive user experience, Meta offers end users a less personalized alternative Facebook Gaming Play and Facebook Dating experience, where possible.
- (51) 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 personalized 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.

- (52) 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

(53) 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

(54) Meta ensures 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

(55) 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

(56) 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

(57) 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

- (58) 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.
- (59) 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 across Meta technologies’ 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.
- (60) 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.⁴ 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*”).⁵
- (61) 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 across Meta technologies’ owned and operated OSN CPSs of Facebook and Instagram. On this basis, Meta complies with Article 5(8).

5. Facebook Messenger

- (62) 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).

⁴ 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).

⁵ 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.

(63) 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.

Article 5(9)

A. Requirements of Article 5(9) DMA

- (64) 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.
- (65) 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

- (66) 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 maintaining 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

- (67) 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 across Meta technologies' surfaces and on third-party applications via Audience Network, and the metrics used to calculate prices.⁶

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).⁷

⁶ See <https://en-gb.facebook.com/business/help/487269218011981>.

⁷ See <https://www.facebook.com/business/help/181580096038351>.

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 DMA-specific report is 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.

(68) 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.⁸

(69) 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.⁹ 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

(70) Meta offers a transparency control which provides 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.

(71) Publishers can access the transparency control at any time in the Settings section of the publisher-facing platform, “Monetization Manager”, and were notified of this new functionality via an in-product notification introduced in 2024, which appeared the first time the publisher logged in to Monetization Manager post-implementation of the new report.

⁸ See e.g., <https://developers.facebook.com/docs/marketing-api/insights>.

⁹ See <https://www.facebook.com/business/tools/business-manager>.

Article 5(10)

A. Requirements of Article 5(10) DMA

- (72) 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.
- (73) 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

- (74) 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 maintaining 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

- (75) 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.¹⁰

¹⁰ See <https://www.facebook.com/business/help/1995974274064245>.

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).¹¹

- **Price information:** a 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.

(76) 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.

(77) 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.¹²

2. Reporting options for advertisers

(78) Meta offers a 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.

(79) Advertisers can access the transparency control at any time in the Settings section of the advertiser-facing platform, Ads Manager. Advertisers were notified of this new transparency control via an in-product notification introduced in 2024, which appeared the first time the advertiser logged in to Ads Manager post-implementation of the new report.

¹¹ See <https://www.facebook.com/business/help/809149625856345>.

¹² See <https://www.facebook.com/business/tools/business-manager>.

Article 6(2)

A. Requirements of Article 6(2) DMA

- (80) 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

- (81) Meta ensures its compliance with Article 6(2) by maintaining 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.
- (82) 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.
- (83) Meta found no evidence of business user data being used in a way that would be “*in competition with*” Meta’s business users. Nevertheless, as of 7 March 2024, Meta maintains 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.
- (84) Meta also maintains an internal pre-launch product review process that includes a mandatory assessment of whether applicable product or feature launches or changes that involve the use of new data or the use of data in a different way are compliant with Meta’s obligations under Article 6(2).
- (85) These measures are complemented by training which Meta provides to all relevant personnel and is designed to ensure that they understand and comply with the requirements of Article 6(2).

- (86) In addition, Meta’s public Code of Conduct makes clear that Meta’s employees are not using non-public advertising data to develop products in competition with Meta’s advertisers.¹³
- (87) 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.
- (88) Meta’s compliance solution also applies to other types of data generated or provided by a business user which competes with one or more of Meta’s products and features including from the use of Facebook Pages, Instagram professional account, WhatsApp Business Messaging, and Facebook Gaming Play.

¹³ See <https://about.meta.com/uk/code-of-conduct/>.

Article 6(5)

A. Requirements of Article 6(5) DMA

- (89) 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 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

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

- (91) On a precautionary basis, Meta restricts 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 ensures that cross-product promotions on the feed are routed directly through Meta's blind ad auction mechanism. Meta's cross-product promotions thus 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

- (92) The ranking of a given advertisement on Facebook 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.

- (93) 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).
- (94) Through its Business Help Center Meta provides detailed guidance to advertisers to understand how the ad auction mechanism functions.¹⁴
- (95) 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.
- (96) Meta therefore ensures that the functioning of its blind ad auction mechanism is transparent, fair and non-discriminatory, and also grants 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 across Meta technologies' CPSs.

2. The ranking of Meta's own promotional activity

- (97) To ensure compliance with Article 6(5) Meta has in place 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.
- (98) Specifically, Meta ensures 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,

¹⁴ Information concerning how Total Value is calculated and how Meta's ad auction mechanism function is detailed and publicly available on Meta's website (available at https://www.facebook.com/business/ads/ad-auction?content_id=FUOKIWteNZ8DFa5&refsem_smb&utm_termdsa-2185466873233&gclid=EAlalQobChMlyLarlY24hAMVEZ6DBx1FpgkYEAAYASAAEgLEh_D_BwE&gad_source=1&gclid=EAlalQobChMlyLarlY24hAMVEZ6DBx1FpgkYEAAYASAAEgLEh_D_BwE).

they 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.

- (99) Finally, Meta also has in place detective controls which focus on monitoring that such cross-product promotions have been surfaced through the blind ad auction 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 corrective controls to promptly ensure that such promotion is taken down.

Article 6(8)

A. Requirements of Article 6(8) DMA

(100) 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

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

(102) Meta makes available to owners of advertising accounts using Meta's advertising services its comprehensive performance measuring tools that provide the data (e.g., counts, metrics, statistics) to enable them to carry out independent verification of the delivery and performance of the ad space that 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 across Meta technologies' 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.¹⁵ 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.¹⁶

¹⁵ See <https://www.facebook.com/business/help/181580096038351>.

¹⁶ See <https://www.facebook.com/business/help/264160060861852>.

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.

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

- **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.¹⁷ 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.¹⁸

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

¹⁸ See <https://www.facebook.com/business/help/809149625856345>.

- (104) Meta also enables advertisers and publishers to export (in multiple file formats) or integrate (via an API¹⁹) data provided via Ads Manager and Monetization Manager into the verification and measurement tools of their choice.
- (105) 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.²⁰ 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).
- (106) 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

- (107) 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**”).²¹ 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 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.

¹⁹ See <https://developers.facebook.com/docs/marketing-api/insights/> and <https://developers.facebook.com/docs/audience-network/optimization/report-api/guide-v2>.

²⁰ See <https://www.facebook.com/business/tools/business-manager>.

²¹ 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

(108) 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 across Meta technologies' CPSs.

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

(109) Meta has a long history of commitment to empowering users through data portability. As a founding member of the cross-industry Data Transfer Initiative (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.²²

(110) 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

(111) Meta provides end users on Facebook (including Facebook Messenger) and Instagram with access to advanced download and portability functionalities through its Export Your Information ("EYI") tool. EYI, which was recently launched to consolidate Meta's previous Download Your Information and Transfer Your Information tools, provides the options to:

- **Export to device**, 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.²³
- **Export to external service**, 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. Meta currently offers fifteen third-party destinations to which users can directly transfer their data: Google Drive, Weople, Fabric, Datapods,

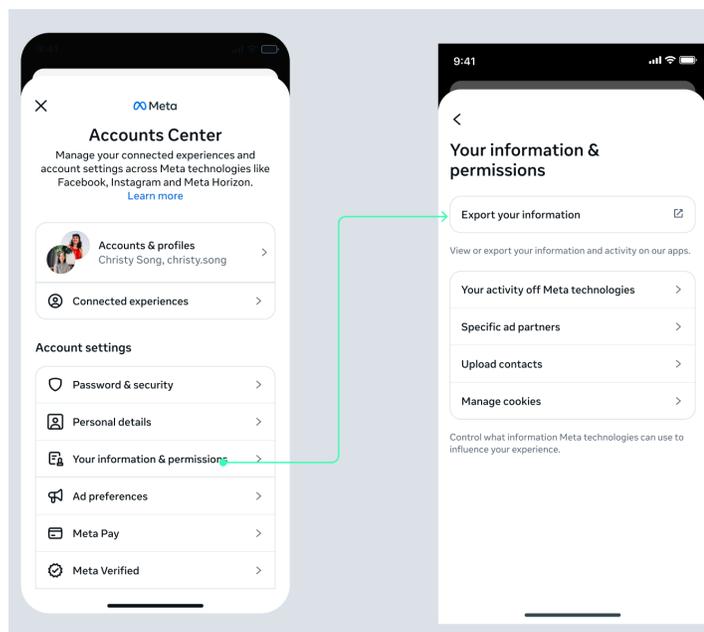
²² See <https://engineering.fb.com/2019/12/02/security/data-transfer-project/>

²³ For further details, see <https://www.facebook.com/help/212802592074644> and <https://help.instagram.com/181231772500920>.

Emerge, Google Photos, Dropbox, WordPress, Koofr, Photobucket, Backblaze B2, Google Docs, Google Calendar, Daybook, and Blogger.²⁴

- (112) As part of Meta’s compliance solution for Article 6(9), EYI also enables all data available for download to be transferred directly to third-party storage destinations like Dropbox. In addition, users have the capability to implement regular, automatic recurring transfers for EYI at their chosen frequency (daily, monthly, yearly) and duration (one/two/three years).
- (113) EYI can be accessed from Meta’s Accounts Center (as shown in **Figure 15** below), via the “Settings & Privacy” tools for Facebook and Instagram, or from within Meta’s Privacy Center.

Figure 15: Accessing EYI – Accounts Center



²⁴ For further details, see <https://www.facebook.com/help/230304858213063> and <https://help.instagram.com/718037346760762>.

(114) Third parties that wish to integrate with EYI can get further information via Meta’s dedicated portability developer landing page, which hosts a variety of resources.²⁵ During the Compliance Period, Meta also launched a number of significant updates to the technical architecture of its data portability solution and the third-party developer onboarding process. These updates reflected feedback Meta received from third-party developers and included:

- Developing a new deeplinking functionality for EYI, which enables third-party developers to provide a link directly from their product to EYI without the need for the user to navigate to EYI through Meta’s apps;
- Developing a public portal for third-party developers to apply for integration with EYI;
- Developing universal adapters for each Data Transfer Initiative data category available across EYI; and
- Publishing an informative guide for developers integrating with EYI.

2. WhatsApp

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

(116) As part of Meta’s compliance solution for Article 6(9), end users can implement regular, automatic recurring transfers for both RAI and RCR.

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

²⁵ www.developers.facebook.com/docs/data-portability

Article 6(10)

A. Requirements of Article 6(10) DMA

(118) 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 across Meta technologies' CPSs.

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

(119) 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 or exported.

(120) 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 also provides 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.²⁶

1. Facebook and Instagram

(121) Business users on Facebook²⁷ 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 services. This data is made available to business users primarily via Meta's Insights tools.

(122) 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 across Meta technologies' 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 generally filter the information to their specific needs (within specific parameters

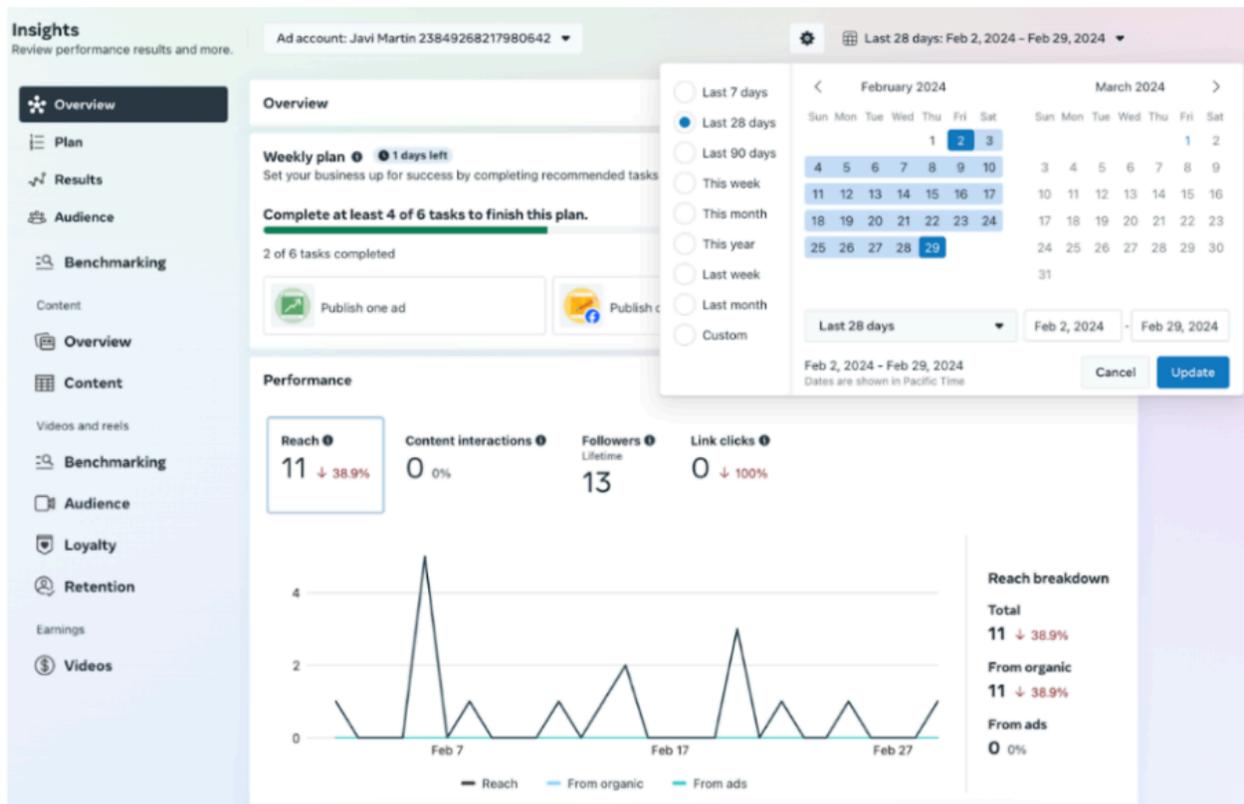
²⁶ See <https://facebook.com/business/help/1062362424877730>; and <https://faq.whatsapp.com/1040995840323577>

²⁷ Owing to restrictions imposed by the ePrivacy Directive, Insights relating to Facebook Messenger are not currently available in Meta's Insights in the EEA.

to help respect individual users' privacy), to enable them to maximise their performance across Meta technologies' services.

(123) 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 for a variety of date ranges for the data available, so business users can identify the most useful and relevant date ranges for a specific metric. An example (with Facebook selected) of the date ranges available via Insights tool across Meta technologies' Business Suite is shown in **Figure 16** below.

Figure 16: Date ranges within Meta Business Suite



(124) Business users are also able to grant access to Insights data to third parties, and download or export various metrics in machine-readable, CSV format for Meta Business Suite or via Meta's Graph API.²⁸

²⁸ 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/>.

(125) 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

(126) A range of tools and metrics are available to business users of the WhatsApp Business Platform and WhatsApp Business app. Data available to business users via WhatsApp Manager can be exported.

Article 6(12)

A. Requirements of Article 6(12) DMA

(127) Article 6(12) requires Meta to apply fair, reasonable and non-discriminatory (“**FRAND**”) conditions of access 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

(128) Conditions of access to Facebook and Instagram are governed primarily by Facebook’s Terms of Service,²⁹ Instagram’s Terms of Use,³⁰ and the Meta Community Standards.³¹

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

(130) Meta has also published an ADSM, with forms available through both the Facebook³² and Instagram³³ Help Centers, which allows business users to raise disputes concerning the application of those conditions of access.

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

(131) Creating a Facebook Page or Instagram professional account is entirely free of charge. It requires a pre-existing Facebook or Instagram profile.

(132) Creating either a Facebook or Instagram profile, in turn, 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.

(133) Meta applies specific restrictions on account creation for safety and security reasons – for example, prohibiting people under the age of 13, convicted sex

²⁹ Facebook’s Terms of Service are available at – <https://m.facebook.com/legal/terms>

³⁰ Instagram’s Terms of Use are available at – <https://help.instagram.com/581066165581870>

³¹ Meta’s Community Standards are available at – <https://transparency.meta.com/policies/community-standards/>

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

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

offenders and users who have previously had their account disabled for a violation of the Meta Community Standards from using Facebook.

(134) 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 in particular the Meta Community Standards.

(135) 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

(136) Meta maintains 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 Terms³⁴ and Instagram's Terms of Use) and is free of charge for the user.

(137) Through Meta's ADSM, business users of Facebook and Instagram may submit disputes related to the application of the conditions of access to Facebook or Instagram through a dedicated site. Eligible disputes are assessed by a dedicated Review Board, with oversight from Meta's DMA Compliance Function.

³⁴ Facebook's Commercial terms are available at – https://www.facebook.com/legal/commercial_terms.

Article 7

A. Requirements of Article 7 DMA

(138) 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.³⁵

B. Meta’s compliance with Article 7 DMA

(139) Meta offers interoperability solutions for WhatsApp (the “**WhatsApp Interoperability Solution**”) and for Facebook Messenger (the “**Facebook Messenger Interoperability Solution**”), respectively, which are together the “**Interoperability Solutions.**”

(140) The Interoperability Solutions are the result of significant investment by Meta to build the complex technical infrastructure required to support interoperability. The Interoperability Solutions facilitate communication between end users of third-party messaging providers and the respective first-party WhatsApp or Facebook Messenger end users who have opted-in to third-party messaging, and vice-versa, while maximising user security, safety and privacy.

(141) Meta also notes that, as of November 2025, it has partnered with two third-party NI-ICS to implement the WhatsApp Interoperability Solution, with one implementation in launch and the other in advance beta testing.

1. Scope of Meta’s Interoperability Solutions

(142) Meta’s Interoperability Solutions are available to third-party providers of NI-ICS (a “**Potential Partner**”) that offer end-to-end messaging between individual end users in the EEA.³⁶

(143) In accordance with Article 7(2), each of the Interoperability Solutions can support, upon request, the following core functionalities:

- text messaging between individual end users;

³⁵ 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).

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

- end-to-end text messaging within groups of individual end users; and
- the sharing of images, voice messages, videos, and other attached files between individual end users and between a group chat and an individual user.

2. Reference Offers and requirements for Interoperability

(144) To interoperate, Potential Partners sign an agreement with Meta, whereby both parties will work together to enable interoperability. To facilitate this, Meta has published detailed Reference Offers (“RO”) that set out, amongst other things, the eligibility criteria Potential Partners must fulfil in order to interoperate with WhatsApp and Facebook Messenger,³⁷ 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.

(145) Potential Partners interested in interoperating with WhatsApp, Facebook Messenger, or both, can make a request for interoperability via Meta’s dedicated portal for interoperable messaging.³⁸ Meta has also made available significant supporting materials on this portal, including an overview guide to the developer documentation for interoperable messaging, user experience mocks of the Interoperability Solutions and application guidelines for third-party NI-ICS.

3. Technical architecture of Meta’s Interoperability Solutions

(146) Meta’s Interoperability Solutions are 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 respective WhatsApp and Facebook Messenger first-party users.

(a) WhatsApp

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

Client-to-server-to-client model

(148) WhatsApp’s primary offering to Potential Partners is to facilitate interoperability with the WhatsApp service by connecting the clients used by their end users

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

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

directly to the WhatsApp server, meaning messages are not routed via the third-party server.

- (149) This architecture allows Meta to access direct end user signals which WhatsApp uses to identify spam and abusive accounts.³⁹ 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.

Proxy server model

- (150) 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.
- (151) 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.
- (152) 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 from third-party chats. Meta has endeavoured to mitigate these risks as much as possible with additional necessary and proportionate requirements in the RO.
- (153) 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.

(b) Facebook Messenger

³⁹ 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.

(154) The Facebook Messenger Interoperability Solution follows the same technical approach as the WhatsApp Interoperability Solution, and allows Potential Partners to choose between a client-to-server-to client model or a proxy server model.

4. Maximising the standard of security for Meta’s Interoperability Solutions

(155) 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 Interoperability Solutions seek to open WhatsApp and Facebook Messenger to interoperability with third-party NI-ICS, while maximising user security, privacy and safety.

(156) In order to preserve as much as possible the high level of E2EE that Meta currently provides to end users of WhatsApp and Facebook Messenger, 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 Meta’s confirmation of compatibility).

(157) 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.

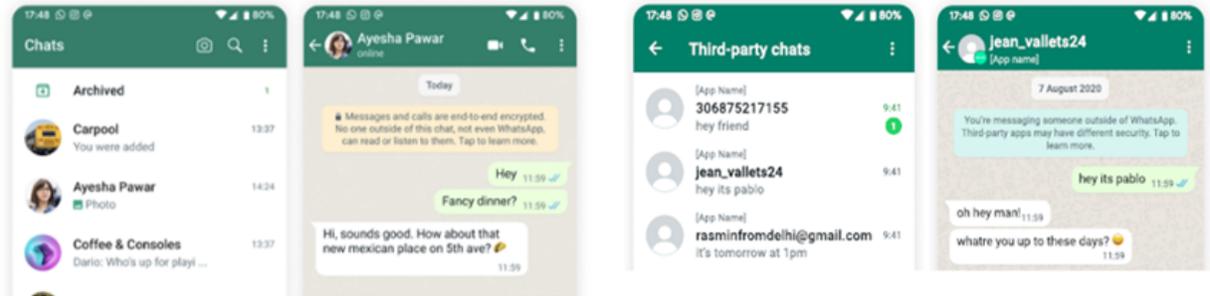
5. The end user experience

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

(a) WhatsApp

- (159) 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 17: WhatsApp's interoperable service

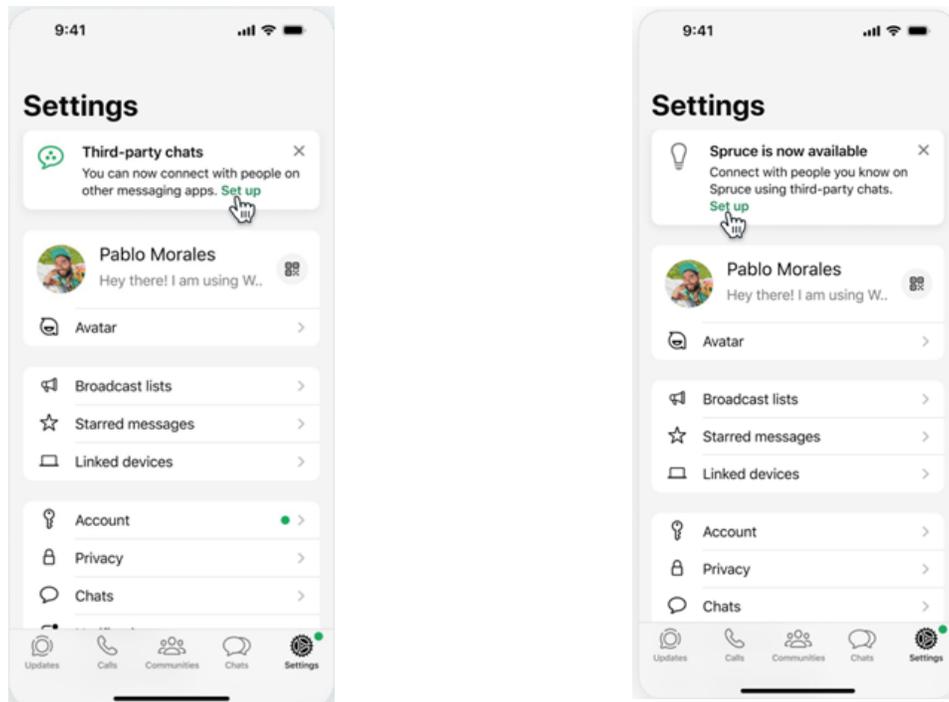


WhatsApp chats

Third-party chats

(160) To facilitate the ongoing roll-out of the WhatsApp Interoperability Solution, Meta has designed in-app notices that inform end users of (i) the availability of interoperable messaging, and (ii) each time a new third-party messaging service is available for interoperable messaging.

Figure 18: In-app notices — WhatsApp

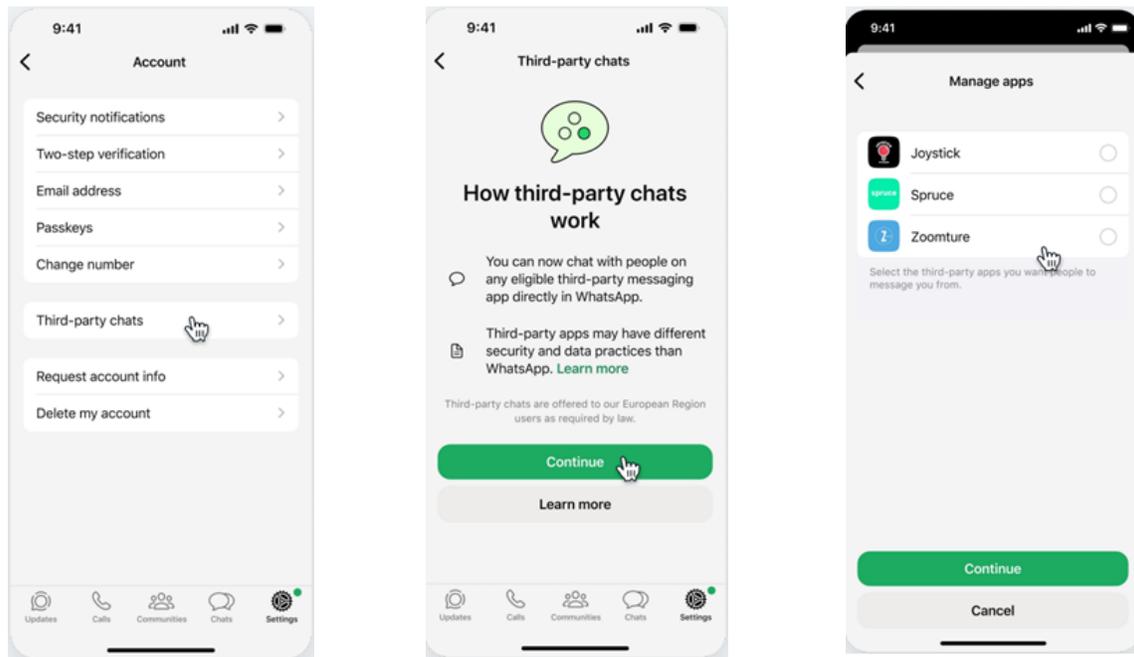


Discovering messaging interoperability on WhatsApp — Tap Set up

Learning about new third-party messaging apps on WhatsApp — Tap Set up

(161) In line with DMA requirements and privacy expectations of users, WhatsApp end users are 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),⁴⁰ 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.

Figure 19: Setting up messaging interoperability on WhatsApp

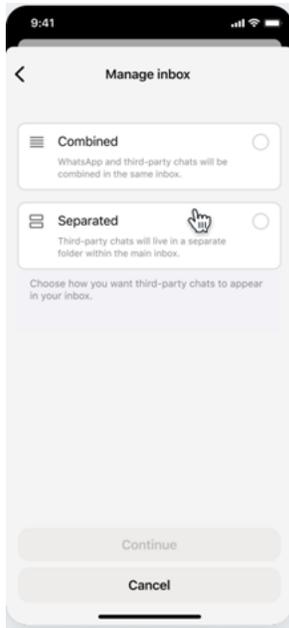


Tap third-party chats

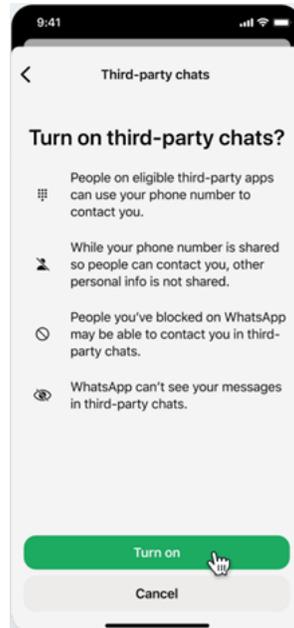
Read and continue

Select apps

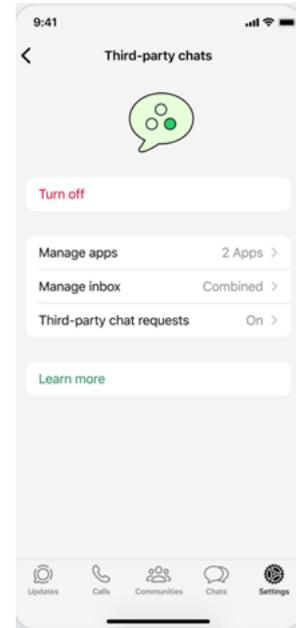
⁴⁰ According to Article 5(1)(a) GDPR, transparency is one of the key principles relating to processing of personal data, which is underpinned by proactive information obligations arising from Article 13 GDPR. End users need to be made aware of how their personal data is being processed and where Meta's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



Inbox choice



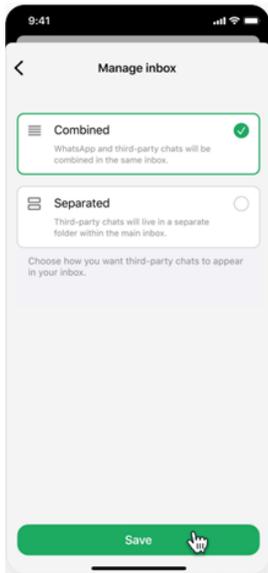
Final setup screen



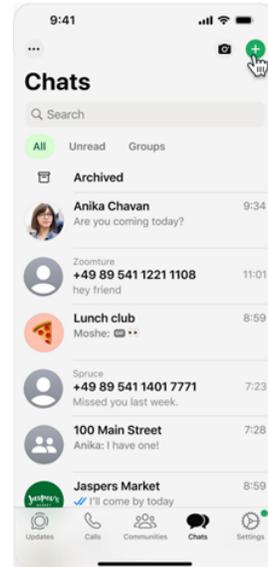
Third-party chats settings

(162) In order to manage user expectations, and keep chats with similar levels of encryption, security and functionality together, first-party end users have the option to organise their third-party messages in a separate but readily accessible inbox tab. Alternatively, end users can choose to organise their third-party chats in the same inbox as their first-party chats.

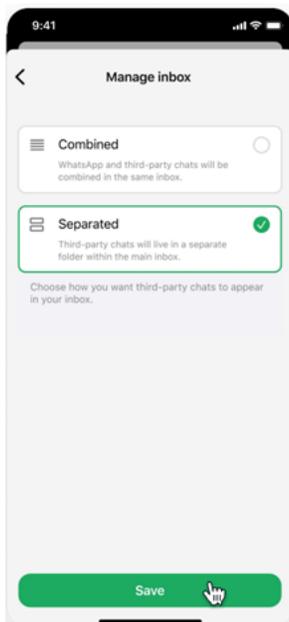
Figure 20: Combined or separated inbox on WhatsApp



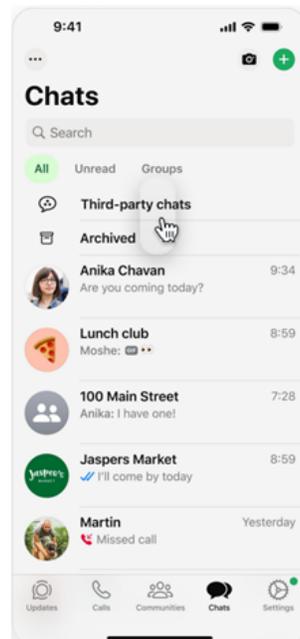
Tap Combined and save



Main inbox



Tap Separated and save



Third-party chats folder in main inbox

(163) In addition, Meta has also included certain additional functionalities in the WhatsApp Interoperability Solution that go above and beyond the DMA requirements, comprising: reactions, replies, typing indicators and read receipts.

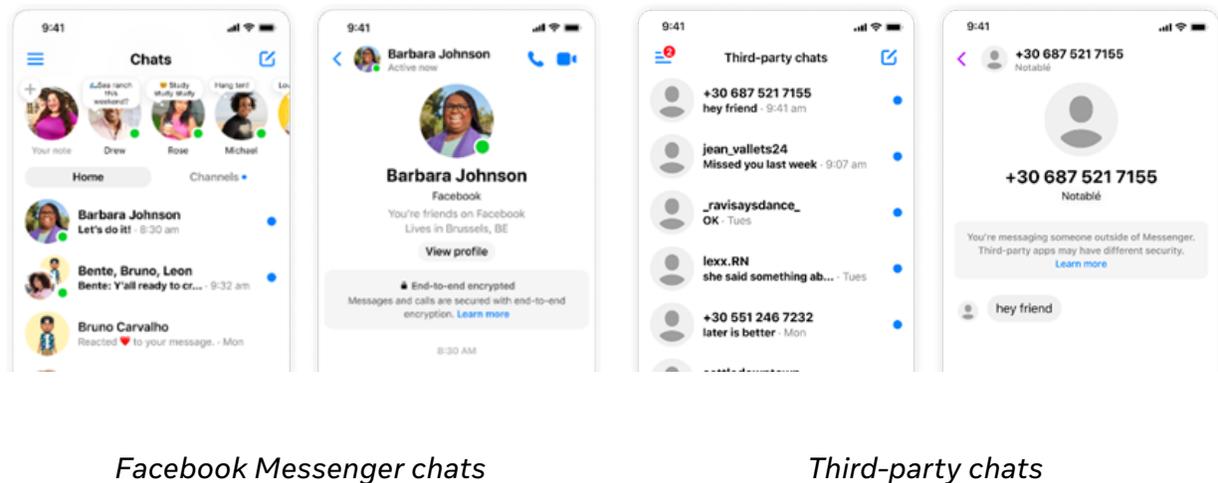
Figure 21: Expanded functionality in third-party chats for WhatsApp



(b) Facebook Messenger

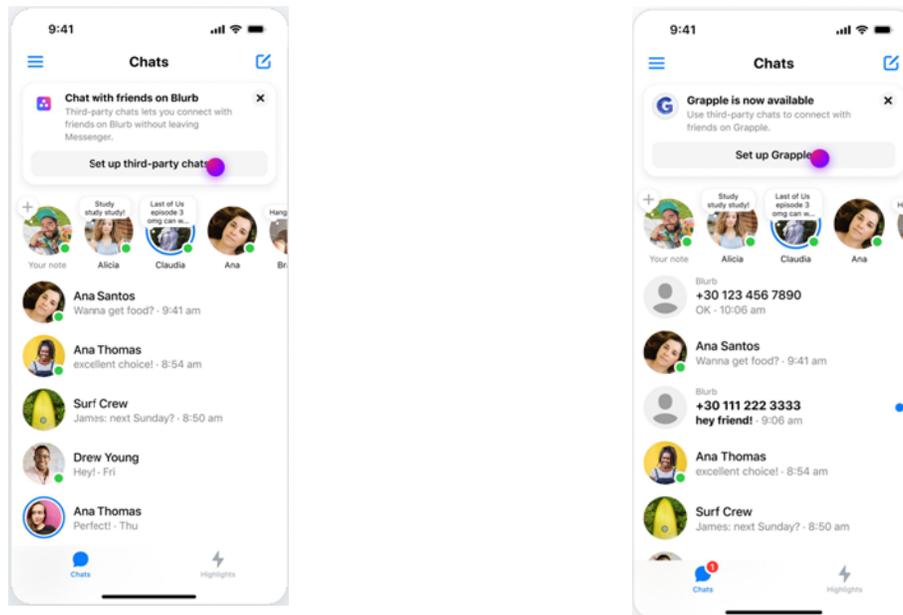
(164) The Facebook Messenger Interoperability Solution is also designed so that third-party interoperable chats look materially similar to first-party Facebook Messenger chats and are just as easy to use.

Figure 22: Facebook Messenger’s interoperable service



- (165) Similar to the WhatsApp Interoperability Solution, Meta has designed in-app notices for the Facebook Messenger Interoperability Solution that will inform end users of (i) the availability of interoperable messaging, and (ii) each time a new third-party messaging service is available for interoperable messaging.

Figure 23: In-app notices — Facebook Messenger

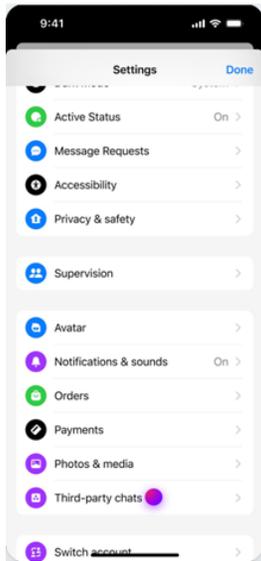


Discovering messaging interoperability on Facebook Messenger — Tap Set up third-party chats

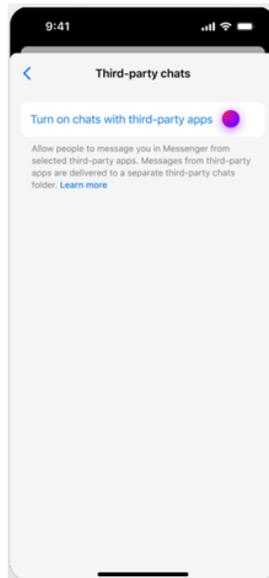
Learning about new third-party messaging apps on Facebook Messenger — Tap Set up third-party chats

(166) Facebook Messenger end users will be required to opt-in to receiving third-party interoperated services. This empowers users to make an informed decision as to whether they want to use interoperability services.

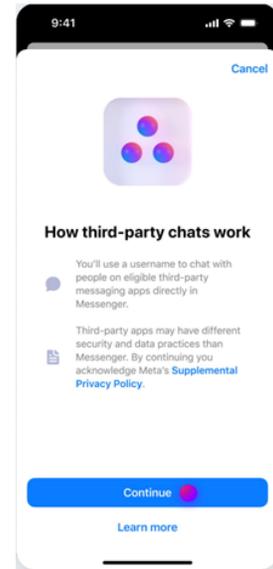
Figure 24: Setting up messaging interoperability on Facebook Messenger



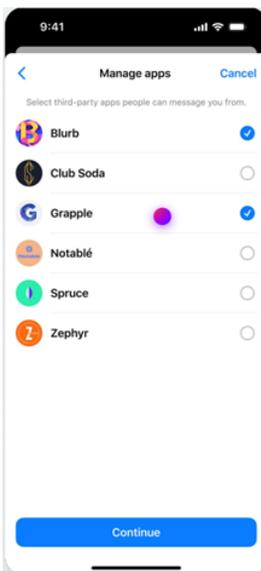
Tap third-party chats



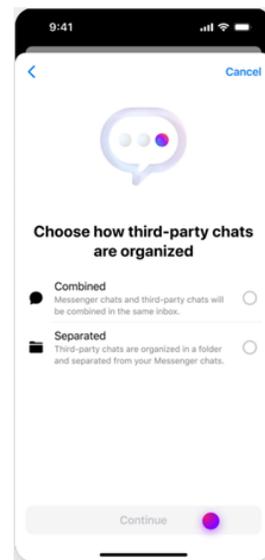
Turn it on



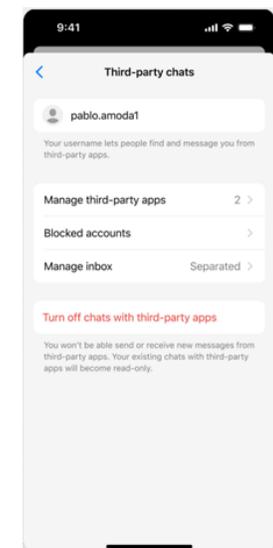
Read and continue



Select apps



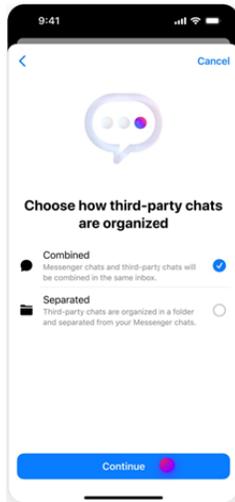
Inbox choice



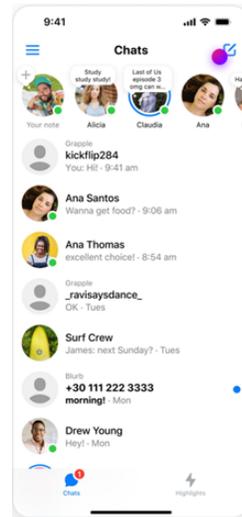
Third-party chats settings

- (167) Facebook Messenger end users will also have the choice to organise their third-party messages in a separate but readily accessible inbox tab, or in the same inbox as their first-party chats.

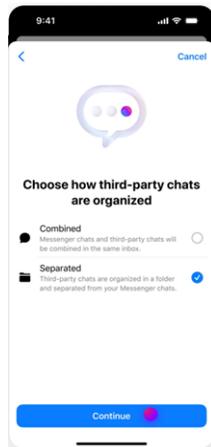
Figure 25: Combined or separated inbox on Facebook Messenger



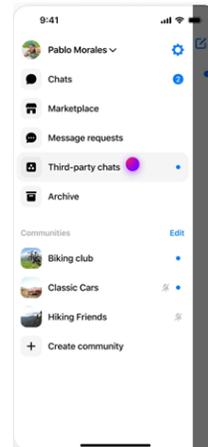
Tap Combined and continue



Main inbox



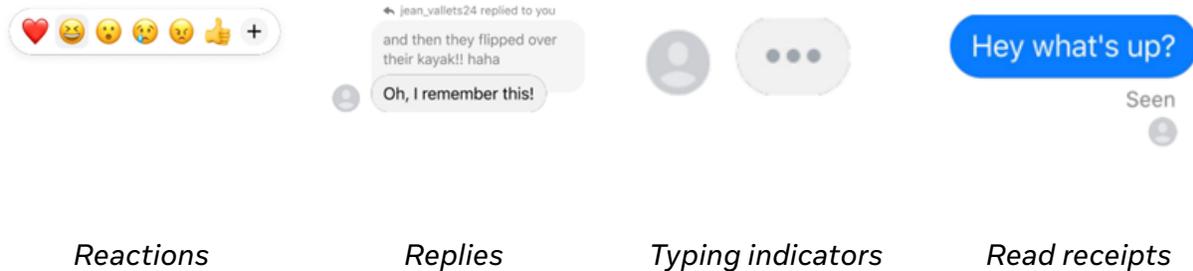
Tap Separated and continue



Third-party chats folder in the sidebar

(168) In relation to the additional functionalities included in the WhatsApp interoperability Solution (see **paragraph 163** above), Meta has made the same functionalities available in the Facebook Messenger Interoperability Solution.

Figure 26: Expanded functionality in third-party chats for Facebook Messenger



User identifiers

(169) Both Interoperability Solutions support 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.

Obligations with which Meta was already compliant prior to the introduction of the DMA

- (170) Meta has assessed that its CPSs were already fully compliant with Articles 5(4), 5(5), 5(6), 5(7), and 6(13) of the DMA from the moment they were listed in the Designation Decision.
- (171) 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.
- (172) 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.
- (173) 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(4)

- (174) Article 5(4) requires Meta not to force business users or end users to contract across Meta technologies' own platforms, as opposed to one of their choosing, or to restrict business users from communicating those offers to end users.
- (175) 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.

2. **Article 5(5)**

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

(177) 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.

3. **Article 5(6)**

(178) 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.

(179) 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.

4. **Article 5(7)**

(180) 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.

(181) 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.

5. **Article 6(13)**

(182) 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.

(183) 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

- (184) **Articles 5(3), 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 are designated.

Section 3: Information relating to the Compliance Function provided for under Article 28 of the DMA

(185) 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.

(186) 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

(187) Meta’s DMA Compliance Function is composed of the Head of Compliance, 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.

(188) 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.

(189) 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 also oversees 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

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

- a) **The first line of defence** (comprising product, policy and operations teams) has responsibility for owning and managing risks that arise across their products, services, and solutions.
- b) **The second line of defence** (comprising the Head of Compliance and the Compliance Function), has responsibility for ensuring and assessing compliance with, and oversight over, all issues concerning the DMA.
- c) **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.

(191) 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.

