

DMA COMPLIANCE REPORT

NON-CONFIDENTIAL VERSION

ANNEX 1

DMA.100121 - Amazon; DMA.100018 - Amazon - online intermediation services – marketplaces; DMA.100016 - Amazon - online advertising services

COMPLIANCE REPORTING

PURSUANT TO ARTICLE 11 OF COUNCIL REGULATION (EU) NO. 2022/1925

5 March 2026

ANNEX 1 – NON-CONFIDENTIAL SUMMARY OF AMAZON STORE SECTION 2

SECTION 2

DMA Compliance Report – Amazon Store (Online intermediation service)

Information on compliance with the obligations laid down in Articles 5 to 7 of Regulation (EU) 2022/1925

2.1 For each core platform service in relation to which the Undertaking has been designated as a gatekeeper pursuant to Article 3 of Regulation (EU) 2022/1925 and for each applicable obligation laid down in Articles 5 to 7 of Regulation (EU) 2022/1925,¹ please provide the following information:

- (1) Amazon.com, Inc. and its affiliates (“**Amazon**”) designed its Store to enable wide selection, competitive pricing, and convenience for customers. Amazon runs a unified Store that integrates products sold by third-party sellers (“**Sellers**”) with those sold by Amazon’s own retail operations (“**Retail**”). Retail comprises products that Amazon purchases from brand-owners (“**Vendors**”) and resells, and Amazon’s own branded products.
- (2) Amazon notified the Store as an online intermediation core platform service (“**CPS**”) and Amazon’s advertising services (“**Amazon Ads**”) as an online advertising. On 6 September 2023, the European Commission (“**Commission**”) designated Amazon as a designated company pursuant to Article 3 for its Amazon Store and Amazon Ads.
- (3) The Amazon Store online intermediation service CPS, which is operated as a single store, encompasses the Amazon Store and the EU online Amazon Store experience that surfaces physical and digital products for purchase by our customers in the European Union (“**EU**”), namely the Amazon Store in the EU (in Belgium, France, Germany, Italy, Ireland, the Netherlands, Poland, Spain, and Sweden) (“**Amazon Store**”).² From the perspective of our customers, the EU online Amazon Store experience includes customer engagement with Retail and with Seller offers as provided through the Amazon Store in the EU.³
- (4) Amazon provides the information in this Annex in relation to the provisions applicable to the Amazon Store following the Commission’s Compliance Report template form pursuant to Article 11 of Regulation (EU) 2022/1925 (“**DMA**”). This Annex also explains why certain obligations do not apply to the Amazon Store.

Regarding Article 5(2)

- (5) Please refer to the Article 5(2) chapter in the Compliance Report.

¹ The information listed in Section 2 may be omitted for the obligations that are listed in response to Section 2.3 on condition that it can be established that a specific obligation laid down in Articles 5 to 7 of Regulation (EU) 2022/1925 cannot, by nature, apply to the Undertaking’s relevant core platform service. If so, please explain why this is the case for the Undertaking.

² Form GD, para. 17.

³ See e.g., Form GD, para. 12. The Designation Decision in recital 27 also recognizes that “[Retail] is provided through ‘Amazon Store’ and [it] form[s] part of an integrated ‘Amazon Store’ experience from an end user’s perspective”.

Regarding Article 5(3)

2.1.1 The following statement confirming compliance with the obligation in line with Article 8(1) of Regulation (EU) 2022/1925: *‘[Name of the Undertaking] confirms that as of [DATE] it has ensured compliance with the obligation laid down in Article [reference to the Digital Markets Act’s Article/paragraph specifying the obligation] of Regulation (EU) 2022/1925.’*

(6) Amazon confirms that from 6 March 2024, it complied with the obligations laid down in Article 5(3) for Amazon Store.

2.1.2 An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data⁴ and internal documents. Please provide a detailed description of any measures that ensure such compliance, indicating whether such measures were already in place pre-designation or if they were implemented post-designation.

The description of all the above-mentioned measures must enable the Commission to verify whether the Undertaking has demonstrated compliance pursuant to Article 8(1) of Regulation (EU) 2022/1925 and should, at a minimum, include:

i) an explanation on how the Undertaking complies with the obligation based on all measures that were already in place pre-designation or that the Undertaking has implemented post-designation, and

(7) Article 5(3) requires designated companies not to prevent business users of a designated online intermediation service from offering to customers the same products and services through their own websites or third-party online intermediation services on different terms and conditions.

(8) The remainder of this Section is structured as follows. **Section 2.1.2.i.A** describes the Article 5(3) compliance audit Amazon conducted regarding contracts and program policies. **Section 2.1.2.i.B** describes pricing and other tools that Amazon uses to ensure a positive customer experience in the Amazon Store and explains why these tools are compliant with Article 5(3). Upon request by the Commission, Amazon also explains what audits Amazon has conducted in relation to these tools.

A. Amazon’s agreements and policies

(9) Amazon has made significant efforts to audit its contracts, program policies, and measures related to the Amazon Store that might be impacted by Article 5(3).

(10) To this end, Amazon identified the contracts, program policies and measures in scope of Article 5(3), audited the clauses or measures that would be affected by Article 5(3), and created a mechanism to ensure that teams will not implement clauses or measures that would be prohibited by Article 5(3).

⁴ The Undertaking shall have any underlying raw data ready to be made available to the Commission in the event the Commissions requests this raw data.

- (11) In our review and audit of Amazon agreements and policies for the purposes of Article 5(3):
- We included the standard agreement that Sellers must enter into with Amazon in order to operate in the Amazon Store. The Business Solutions Agreement (“BSA”) is the primary contract regulating the terms and conditions of Amazon’s services for Sellers operating in the Amazon Store;
 - We included all the program policies and non-contractual measures that apply to the Sellers operating in the Amazon Store, which are also an integral part of the BSA;
 - To conduct a comprehensive review, we also included negotiated or “bespoke” agreements executed with certain Sellers;
 - We excluded all clauses or measures included in contracts, agreements, and policies relevant to the Amazon Store that have expired or do not concern Sellers operating in the Amazon Store.
- (12) See **Table 1** below for more details on the categories of reviewed agreements and policies.

Table 1 - Reviewed agreements in relation to Article 5(3)

Relevant CPS	Category	Brief summary
Amazon Store	BSA	The BSA is our standard agreement with Sellers and contains general terms and conditions that govern the Sellers’ access to and use of Amazon’s selling services through Amazon accounts. ⁵
Amazon Store	Seller Program Policies	Program policies are applicable to Sellers in the EU Stores.
Amazon Store	Negotiated or “bespoke” agreements	Bespoke seller services agreement executed with Sellers. Our review covered the negotiated or “bespoke” agreements executed in 2018-2023.

- (13) The review has confirmed that there are no clauses that could violate Article 5(3) in standard agreements, negotiated agreements, template agreements, or program policies related to the Amazon Store.
- (14) Based on the above, it was not necessary for Amazon to issue waivers or amend the relevant agreements and policies to ensure compliance with Article 5(3). Amazon had already removed price parity provisions from its contracts in the EU since 2013 after

⁵ The BSA is generally the same across jurisdictions but there may be minor variances depending on the jurisdiction and therefore the BSA is available at different locations: (i) [here](#) for Belgium, (ii) [here](#) for France, (iii) [here](#) for Germany, (iv) [here](#) for Ireland, (v) [here](#) for Italy, (vi) [here](#) for the Netherlands, (vii) [here](#) for Poland, (viii) [here](#) for Spain and (ix) [here](#) for Sweden.

the German Bundeskartellamt and the UK Office of Fair Trading had launched investigations in that regard. Both the Bundeskartellamt and the Office of Fair Trading terminated their investigations following Amazon's decision to change its terms and conditions. Amazon removed other parity provisions (i.e., not related to price) when it further changed its terms and conditions in 2019.

- (15) Further, to ensure that Amazon's standard agreements, negotiated agreements, template agreements and program policies related to the Amazon Store remain in full compliance going forward, Amazon also implemented forward-looking compliance mechanisms.

B. Amazon's pricing tools

- (16) Amazon fundamentally operates a store in which Amazon and third-party Sellers offer goods and services to customers. Showing competitively priced offers is key for Amazon to preserve customer trust in the Amazon Store. Customers shop and compare prices across all shopping destinations available to them. Amazon must convince them to shop in the Amazon Store with every visit and every purchase. Amazon has worked hard to earn customers' trust and to deliver a consistently outstanding customer experience in the Amazon Store.

- (17) Having competitively priced offers for the products in the Amazon Store is not only key for Amazon to preserve customer trust, but also to protect the Amazon Store's reputation to the benefit of Sellers as a group. Overpriced offers set by individual Sellers seeking to maximize short-term gains are detrimental to the customer experience, ultimately harming customer trust. As a result, customers may decide not to return to the Amazon Store, which is to the detriment of Sellers.

- (18) To avoid losing customer trust and to protect the Amazon Store's reputation, Amazon has tools in place that are designed to protect customers and Sellers in the Amazon Store from overpriced offers set by individual Sellers seeking to maximize short-term gains:

1. *Featuring consistently low prices.* Amazon aims to feature consistently low prices to customers. To that effect, Amazon considers prices that can be observed in reputable competing stores. When Amazon learns that a product is available from a reputable store for less than an offer in the Amazon Store, Amazon will not highlight that offer as the Featured Offer ("FO") (or the Second Displayed Offer ("SDO")). The offer remains available for purchase in the Amazon Store.
2. *Protecting customers from significantly high prices.* Amazon also seeks to protect customers from significantly high prices for a product during their shopping experience. When recent prices in the Amazon Store or in reputable competing stores or other indicators suggest that a current offer is priced significantly higher than the typical price for that item, Amazon will not highlight that offer as the FO (or SDO). The offer remains available for purchase in the Amazon Store.
3. *Protecting from price errors and egregiously high prices.* Amazon takes steps to protect customers and Sellers from price errors, while also protecting customers from egregiously high prices (such as price gouging). When Amazon identifies an offer with an egregiously high price, customers will not be able to see or shop the offer during this time.

(19) These tools cannot and do not prevent Sellers in any manner from offering different prices (or other terms and conditions) on third-party online intermediation services or their own direct online sales channels. Each of the tools under 1-3. above are thus compliant with Article 5(3). In more detail:

1. Featuring consistently low prices.

(20) As explained at paragraph (18) 1. above, Amazon uses a tool to ensure that the Amazon Store features consistently low prices to customers. This tool is designed to match the price of a Seller's offer in the Amazon Store to prices that are set independently by competing third-party stores. This tool does not take into account Sellers' own prices off-Amazon. As a result, any Seller making offers in any of the Amazon Stores in the EU can offer the same products on any third-party online marketplace or its own direct to customer website at any price without affecting their eligibility to be highlighted as the FO or SDO.

(21) Amazon undertakes efforts to audit this tool both proactively (i.e., to ensure it is working as designed), and reactively (i.e., to follow up on Seller feedback). Amazon updates its systems based on the outcome of both audits.

(22) Upon the Commission's request, Amazon carried out a review of communications with Sellers regarding this pricing tool in relation to the Amazon Store, including the guidance provided to Amazon's Seller-facing personnel. This review confirmed that Amazon does not require Sellers to change their price in the Amazon Store to match their pricing on third-party online intermediation services or their own websites.

2. Protecting from significantly higher prices.

(23) As explained at paragraph (18) 2. above, Amazon uses a tool to protect customers from significantly high prices for a product during their shopping experience. This tool does not prevent business users from offering different terms and conditions in the Amazon Store and off-Amazon for the same product. There are no matching of Seller offers in the Amazon Store with the Seller's offers on third-party marketplaces or the Seller's offers on its own direct to consumer website. In fact, no specific price can trigger application of the tool. The benchmark used to assess whether an offer for a product is significantly higher than the typical price for that product is based on a combination of a variety of price signals and other factors, including listed prices in the Amazon Store, recommended retail prices, and listed prices for the same product off-Amazon. A Seller's price in the Amazon Store needs to be "significantly higher" than the typical price calculated based on the above signals/factors.

(24) Upon the Commission's request, Amazon has assessed the composite benchmark value used by this tool to ensure that the inclusion of any external pricing signals cannot lead to matching of a Seller's offers on and off the Amazon Store. This assessment confirmed that Sellers can price significantly higher than a product's typical price before becoming Feature Offer ineligible. In addition, Amazon has done a review of its communications with Sellers about this pricing tool in relation to the Amazon Store, including the guidance provided to Amazon's Seller-facing personnel. This review confirmed that Amazon does not require Sellers to change their price in the Amazon Store to match their off-Amazon pricing on third-party online intermediation services or own direct to consumer websites.

3. *Protecting from price errors and egregiously high prices.*

- (25) As explained at paragraph (18) 3. above, Amazon uses a process to protect customers and Sellers from price errors as well as protect customers from egregiously high prices. This process does not prevent business users from offering different terms and conditions in the Amazon Store and off-Amazon for the same product. There are no matching of Seller offers in the Amazon Store with the Seller's offers on third-party marketplaces or the Seller's offers on its own direct to consumer website. This is because the benchmark used to assess whether an offer is priced egregiously highly (the "typical price") is based on a combination of many different price signals and other factors. No specific price can trigger removal of an offer and a Seller's offer would not be removed because she offers a lower price elsewhere. A Seller's offer in the Amazon Store would not be removed unless a Seller's price on the Amazon Store is set significantly higher than the "typical price" of the product.
- (26) Upon the Commission's request, Amazon has assessed the working of this process to confirm that it does not match the prices that a Seller offers in the Amazon Store with the prices the Seller offers off-Amazon and that Sellers are not prevented from offering different prices in the Amazon Store and on third-party online intermediation services or own direct to consumer websites. In addition, Amazon has also done a review of its communications with Sellers regarding this process in relation to the Amazon Store, including the guidance provided to Amazon's Seller-facing personnel. This review confirmed that Amazon does not require Sellers to change their price in the Amazon Store to match their off-Amazon pricing.
- ii) **specific information (including, if applicable, data points, visual illustrations and recorded demos⁶) for each measure implemented in the context of Regulation (EU) 2022/1925, regarding:**
 - a) **the relevant situation prior to the implementation of the measure and how the newly introduced measure ensures compliance with the obligations laid down in Articles 5 to 7 of Regulation (EU) 2022/1925;**
- (27) As explained in **Section 2.1.2.i.A** above, Amazon's audit of standard agreements, negotiated agreements, template agreements and program policies related to the Amazon Store confirmed that there are no clauses that could violate Article 5(3). It was thus not necessary for Amazon to issue waivers or implement any specific measures to ensure compliance with Article 5(3).
- (28) As for the tools discussed in paragraph (18) above, Amazon explained in **Section 2.1.2.i.B** above that none of them prevent Sellers from differentiating the conditions under which they offer their products or services to customers outside the Amazon Store. These pricing tools are thus compliant with Article 5(3), Amazon has conducted audits which confirm so.
- (29) Nevertheless, Amazon elaborates on how it ensures compliance with Article 5(3) in the following Sections, where relevant.
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- b) when the measure was implemented;**
- (30) Not applicable.
- c) the scope of the measure in terms of the products/services/devices covered;**
- (31) Not applicable.
- d) the geographic scope of the measure (e.g., if the implementation of the measure extends beyond the EEA, please specify);**
- (32) Not applicable.
- e) any technical/engineering changes that were made in connection with the implementation of the measure concerned (e.g., on data flows and internal data usage policies, security aspects, tracking of new metrics, Application Programming Interfaces (APIs), operation system (OS) functionalities, parameters of ranking algorithms and methodologies used to rank, classify or make results more prominent, or parameters of online advertising auctions);**
- (33) Not applicable.
- f) any changes to the customer experience made in connection with the implementation of the measure concerned (e.g., changes in the customer interface, choice screens,⁷ consent forms,⁸ warning messages, system updates, functionalities available, or customer journey to access functionalities⁹);**
- (34) Not applicable.
- g) any changes to (i) the remuneration flows in connection with the use of the Undertaking's core platform service (e.g., fee structure, level of the fees, revenue share for the relevant service(s), introduction of new fees, provisions and practices related to the business users' pricing policy, other remuneration flows between the Undertaking and the business users or end users, as applicable) and (ii) the other terms and conditions provided to end users and business users (or individually negotiated agreements with business and/or end users), or where applicable, changes to existing terms and conditions, required by the implementation of the measure concerned (e.g., privacy policy, conditions for access and interoperability and any other relevant clauses);**

⁷ For instance, the specific design of the choice screen, what information is prompted to the users in the choice screen, including the consequences of making a selection; the users to which the choice screen is shown and when.

⁸ This applies to all types of consent required under Regulation (EU) 2022/1925, regardless of whether this is via a "form" or any other format.

⁹ The Undertaking must provide a click-by-click description of the end user's interaction with the user interface. The Undertaking may submit visual illustrations and/or recorded demos.

(35) Not applicable.

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

(36) Not applicable.

i) any consultation¹⁰ with end users, business users and/or any interested parties that has been carried out in the context of (i) the elaboration of the measure and/or (ii) the implementation of the measure, and how the input of these consulted parties has been taken into account. Provide a list of end users, business users and/or any interested parties consulted in this context and a high-level description of the topic of the consultation with those users/parties;

(37) As explained in **Sections 2.1.2.i.A** and **2.1.2.i.B** above, Amazon's audit of agreements, policies and other tools related to the Amazon Store confirmed that they comply with Article 5(3). Amazon has therefore not carried out any specific consultation on compliance measures involving customers, business users, or other interested parties.

(38) Amazon enables Sellers in the ordinary course to raise issues through structural feedback mechanisms. For example, if a Seller believes that its offer was incorrectly disqualified from the FO after the application of a tool discussed in **Section 2.1.2.i.B** above, Sellers can submit an appeal, and Amazon may update its systems based on the outcomes of these appeals.

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

(39) Not applicable.

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

(40) Not applicable.

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

¹⁰ This information should include a description of the methodology for the consultation.

- (41) Amazon communicates with Sellers in the ordinary course about the tools and policies that are designed to protect the customer shopping experience and maintain competitive pricing in the Amazon Store. For example, Sellers are informed that Amazon uses tools to protect customers from significantly high prices via a communication in Seller Central (and which is also accessible to the public).¹¹ Amazon does not encourage the Seller to align its prices in the Amazon Store with its prices off-Amazon.
- m) **where applicable, the interaction with measures the Undertaking has implemented to ensure compliance with other obligations under Regulation (EU) 2022/1925;**
- (42) Not applicable.
- n) **where applicable, all actions taken to protect integrity, security or privacy (e.g., data access, data retention policies) pursuant to the relevant provisions in Regulation (EU) 2022/1925 and why these measures are strictly necessary and justified and there are no less restrictive means to achieve these goals;**
- (43) Not applicable.
- o) **any type of market analysis or testing (in particular A/B testing¹²), business user surveys or consumer surveys or end user consent rates,¹³ that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;¹⁴**
- (44) Not applicable. For the agreements, tools and policies discussed in **Section 2.1.2.i.A** and **Section 2.1.2.i.B** above, Amazon’s audit confirmed that they are compliant with Article 5(3).
- p) **any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;¹⁵**
- (45) See **Section 2.1.2.ii.o)** above.
- q) **a set of indicators which allow or will allow based on their future evolution the assessment of whether the measures implemented by the Undertaking to ensure compliance are ‘effective in achieving the objectives of this Regulation and of the relevant obligation’, as required by Article 8 of Regulation (EU)**

¹¹ See article titled *Maintaining customer trust with competitive prices in the Amazon store*, <https://sellercentral.amazon.de/help/hub/reference/external/G9HJEWGPBK69F2G6?locale=en-US>.

¹² A/B testing is an experiment where the audience is randomly split to test a number of variations of a measure and determine which performs better. A/B testing and consumer surveys may be particularly well-suited to demonstrate: (i) compliance with obligations which include a change to an end-user interface and (ii) the absence of dark patterns, which could jeopardize the effectiveness of the proposed measure.

¹³ End user consent rates refer to the percentage of end users who provided consent to the data processing for which end user consent is required under Regulation (EU) 2022/1925 (for instance Articles 5(2) and 6(10)).

¹⁴ The full methodology for any analysis, testing or survey shall be included in the Compliance Report.

¹⁵ The full methodology for any analysis, testing or survey shall be included in the Compliance Report.

2022/1925, including an explanation why the Undertaking considers these indicators to be the most suitable;

(46) Not applicable. According to Recital 39, the legislative objective of Article 5(3) is to ensure that business users of designated online intermediation services can freely choose alternative online intermediation services or direct online sales channels and differentiate the conditions under which they offer their products or services to customers. As explained in **Section 2.1.2.i.A** and in **Section 2.1.2.i.B** above, our assessment of agreements, policies and tools confirmed that none of them prevent Sellers from differentiating the conditions under which they offer their products or services to customers outside the Amazon Store. The absence of parity clauses in agreements with Sellers in relation to the Amazon Store confirms so. Amazon's pricing tools and policies described in paragraphs (18) 1-3. are consistent with the provision's objective by design, and the review that Amazon has conducted confirmed so. There was thus no need to implement any additional compliance measures.

r) **any relevant data¹⁶ which can inform whether the measure is or will be effective in achieving the objectives of Regulation (EU) 2022/1925, such as, depending on the circumstances, data on the evolution of the number of active end users and active business users for the relevant core platform service and, for each relevant obligation, the interaction of end users with choice screens and consent forms, the amount of in-app purchases, the number of pre-installed defaults as well as yearly revenues from payments related to those pre-installed defaults, counts of end users who switch, counts of business users who obtain data access, etc. Provide an exact definition of the terms used and a detailed calculation explanation;**

(47) Not applicable.

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

(48) As explained in **Section 2.1.2.i.A** above, Amazon implemented a forward-looking compliance mechanism in relation to Article 5(3).

(49) With regard to our competitiveness tool ensuring we feature consistently low prices described in **Section 2.1.2.i.B** above, Amazon also regularly reviews the functioning of its tool to ensure that a Seller's off-Amazon prices are not taken into account. Amazon updates its systems based on the outcome of these assessments.

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

¹⁶ Reported on a sufficiently disaggregated basis to be informative (for example, by reference to each business user) and, if applicable, per type of device.

frequency (e.g., real time) and any other relevant information (e.g., whether the shared data/interface or other technical feature can be independently audited, data access policies, data retention policies and measures to enable secure data access).

(50) Not applicable.

2.1.3 A detailed explanation of how the Undertaking has assessed compliance with the obligation, including whether any assessment projects, such as external or internal audits have been carried out. For all such assessment projects, provide information about the identity and the role of the people involved and whether they are independent from the Undertaking, the assessment methodology and timeline for the relevant assessment project, and any output (e.g., audit reports or compliance plans).

(51) See Section 2.1.2.i) above.

2.1.4 A list and description of any reports prepared by the head of the compliance function for the management body of the Undertaking in relation to Regulation (EU) 2022/1925 and, in particular, on risks of non-compliance within the meaning of Article 28(4) of Regulation (EU) 2022/1925 and of the management body's replies to those reports, including a list and description of the measures taken in response to those reports.

(52) The head of the DCF provides periodic progress updates to the Board. Since 6 March 2024, there have been [Confidential] updates to the Board regarding the DMA compliance. The Board acknowledged these updates.

2.1.5 A list and a summary of any feedback (e.g., complaints) of the Undertaking's business users established in the Union or end users established or located in the Union concerning the Undertaking's compliance with the obligations. Where this feedback exceeds ten (10) instances, please group them to the extent possible (e.g., per topic). Please also provide an explanation of any action that the Undertaking has taken based on this feedback.¹⁷

(53) Amazon provides business users with the ability to contact us via our customer service contact channels.

Regarding Article 5(4)

2.1.1 The following statement confirming compliance with the obligation in line with Article 8(1) of Regulation (EU) 2022/1925: *'[Name of the Undertaking] confirms that as of [DATE] it has ensured compliance with the obligation laid*

¹⁷ The Undertaking should ask about and respect the decision of the company submitting feedback to preserve the anonymity of its submission or to keep certain parts confidential. The Undertaking should inform the Commission of any such anonymity or confidentiality requests. In any case, the Undertaking should describe any actions taken based on the relevant feedback in a non-confidential form.

down in Article [reference to the Digital Markets Act's Article/paragraph specifying the obligation] of Regulation (EU) 2022/1925.'

(54) Amazon confirms that from 6 March 2024, it complied with the obligations laid down in Article 5(4) for Amazon Store.

2.1.2 An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data¹⁸ and internal documents. Please provide a detailed description of any measures that ensure such compliance, indicating whether such measures were already in place pre-designation or if they were implemented post-designation.

The description of all the above-mentioned measures must enable the Commission to verify whether the Undertaking has demonstrated compliance pursuant to Article 8(1) of Regulation (EU) 2022/1925 and should, at a minimum, include:

i) an explanation on how the Undertaking complies with the obligation based on all measures that were already in place pre-designation or that the Undertaking has implemented post-designation, and

(55) Article 5(4) requires designated companies *“to allow business users, free of charge, to communicate and promote offers, including under different conditions, to end users acquired via its [CPS] or through other channels, and to conclude contracts with those end users”*.

(56) Article 5(4) requires Amazon to allow its business users to communicate and promote their offers through different channels – including under conditions that are *“different”* from those available on Amazon – to customers *“acquired”* on Amazon. Recital 40 clarifies that customers are *“acquired”* when they have already entered into a commercial relationship with the Seller and Amazon has been remunerated by the Seller for facilitating the initial customer acquisition (when applicable).

(57) Amazon has made significant efforts to audit its program policies, and measures related to the Amazon Store that might be impacted by Article 5(4).

(58) To this end, Amazon identified the contracts, program policies and measures in scope of Article 5(4), audited the clauses or measures that would be affected by Article 5(4), and introduced guidelines to ensure that teams will not implement clauses or measures that would be prohibited by Article 5(4).

(59) In reviewing and auditing its policies, Amazon has taken the following steps:

- Amazon included in its review and audit, all the standard contracts that business users and customers must enter into with Amazon in order to operate with the Amazon Store;

¹⁸ The Undertaking shall have any underlying raw data ready to be made available to the Commission in the event the Commissions requests this raw data.

- It included all the Seller Program Policies that apply to the Sellers operating on the Amazon Store; and
- Additionally, to conduct a comprehensive review, Amazon also included negotiated or “bespoke” agreements executed with certain Sellers.

(60) See **Table 2** below for more details on the categories of reviewed agreements and policies.

Table 2 – Reviewed agreements and policies in relation to Article 5(4)

Relevant CPS	Category	Brief summary
Amazon Store	BSA	The BSA is our standard agreement with Sellers and contains general terms and conditions that govern the Sellers’ access to and use of Amazon’s selling services through Amazon accounts. ¹⁹
Amazon Store	Seller Program Policies	Program policies are applicable to Sellers in the EU Stores.
Amazon Store	Negotiated or “bespoke” agreements	Bespoke seller services agreement executed with Sellers. Amazon’s review covered the negotiated or “bespoke” agreements executed in 2018-2023.

ii) specific information (including, if applicable, data points, visual illustrations and recorded demos²⁰) for each measure implemented in the context of Regulation (EU) 2022/1925, regarding:

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

(61) Amazon concluded that certain clauses needed to be amended/removed and clarified its program policies before 6 March 2024 so that: (i) Amazon does not prevent Sellers from reaching out to customers through off-Amazon channels, and (ii) does not take enforcement actions for such reasons, so long as Sellers comply with Regulation (EU) 2016/679 (General Data Protection Regulation, “GDPR”). The specific internal compliance measures implemented by Amazon are as follows:

¹⁹ The BSA is generally the same across jurisdictions but there may be minor variances depending on the jurisdiction and therefore the BSA is available at different locations: (i) [here](#) for Belgium, (ii) [here](#) for France, (iii) [here](#) for Germany, (iv) [here](#) for Ireland, (v) [here](#) for Italy, (vi) [here](#) for the Netherlands, (vii) [here](#) for Poland, (viii) [here](#) for Spain and (ix) [here](#) for Sweden.

²⁰ For example, this may be particularly relevant to illustrate changes impacting user journeys.

- Guidelines: Amazon has also implemented guidelines as forward-looking compliance mechanisms so that new agreements will contain clauses that are in line with Article 5(4).
- Program Policies: prior to the compliance deadline, Amazon amended certain program policies to ensure compliance with the anti-steering prohibition.

b) when the measure was implemented;

(62) The compliance measures described in **Section 2.1.2.i)** above, were implemented before 6 March 2024.

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

(63) The scope of the measures ensuring Amazon’s compliance with Article 5(4) is described in **Section 2.1.2.i)** above.

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

(64) Amazon has implemented the measures to comply with Article 5(4) in the EU.

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

(65) None.

f) any changes to the customer experience made in connection with the implementation of the measure concerned (e.g., changes in the customer interface, choice screens,²¹ consent forms,²² warning messages, system updates, functionalities available, or customer journey to access functionalities²³);

(66) None.

g) any changes to (i) the remuneration flows in connection with the use of the Undertaking’s core platform service (e.g., fee structure, level of the fees, revenue share for the relevant service(s), introduction of new fees, provisions and practices related to the business users’ pricing policy, other remuneration

²¹ For instance, the specific design of the choice screen, what information is prompted to the users in the choice screen, including the consequences of making a selection; the users to which the choice screen is shown and when.

²² This applies to all types of consent required under Regulation (EU) 2022/1925, regardless of whether this is via a “form” or any other format.

²³ The Undertaking must provide a click-by-click description of the end user’s interaction with the user interface. The Undertaking may submit visual illustrations and/or recorded demos.

flows between the Undertaking and the business users or end users, as applicable) and (ii) the other terms and conditions provided to end users and business users (or individually negotiated agreements with business and/or end users), or where applicable, changes to existing terms and conditions, required by the implementation of the measure concerned (e.g., privacy policy, conditions for access and interoperability and any other relevant clauses);

(67) Amazon has maintained the remunerations flows in connection with the use of the Amazon Store in the Article 5(4) context.

(68) All relevant changes made in connection with the program policies to comply with Article 5(4) are described in the above Sections.

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

(69) All relevant changes made in connection with the implementation of the new measures to comply with Article 5(4) are described in the above Sections.

i) any consultation²⁴ with end users, business users and/or any interested parties that has been carried out in the context of (i) the elaboration of the measure and/or (ii) the implementation of the measure, and how the input of these consulted parties has been taken into account. Provide a list of end users, business users and/or any interested parties consulted in this context and a high-level description of the topic of the consultation with those users/parties;

(70) None.

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

(71) None.

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

(72) None.

²⁴ This information should include a description of the methodology for the consultation.

- l) any action taken to inform end users and/or business users of the measure, their feedback; and any changes to the measure implemented on the basis of this feedback;**
- (73) Sellers were informed of the internal compliance measures described in **Section 2.1.2.ii.a)** above through a publication in Seller Central. For example, see “*Updates on other policies*” section of the “*Changes to program policies*” post in Seller Central of the German Amazon Store.²⁵
- m) where applicable, the interaction with measures the Undertaking has implemented to ensure compliance with other obligations under Regulation (EU) 2022/1925;**
- (74) Not applicable.
- n) where applicable, all actions taken to protect integrity, security or privacy (e.g., data access, data retention policies) pursuant to the relevant provisions in Regulation (EU) 2022/1925 and why these measures are strictly necessary and justified and there are no less restrictive means to achieve these goals;**
- (75) Not applicable.
- o) any type of market analysis or testing (in particular A/B testing²⁶), business user surveys or consumer surveys or end user consent rates,²⁷ that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;²⁸**
- (76) Not applicable.
- p) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;²⁹**
- (77) Not applicable.
- q) a set of indicators which allow or will allow based on their future evolution the assessment of whether the measures implemented by the Undertaking to ensure compliance are ‘effective in achieving the objectives of this Regulation and of the relevant obligation’, as required by Article 8 of Regulation (EU)**

²⁵ See <https://sellercentral.amazon.de/help/hub/reference/external/GOHQGBTD7XB7EECN?locale=en-US>.

²⁶ A/B testing is an experiment where the audience is randomly split to test a number of variations of a measure and determine which performs better. A/B testing and consumer surveys may be particularly well-suited to demonstrate: (i) compliance with obligations which include a change to an end-user interface and (ii) the absence of dark patterns, which could jeopardize the effectiveness of the proposed measure.

²⁷ End user consent rates refer to the percentage of end users who provided consent to the data processing for which end user consent is required under Regulation (EU) 2022/1925 (for instance Articles 5(2) and 6(10)).

²⁸ The full methodology for any analysis, testing or survey shall be included in the Compliance Report.

²⁹ The full methodology for any analysis, testing or survey shall be included in the Compliance Report.

2022/1925, including an explanation why the Undertaking considers these indicators to be the most suitable;

(78) The legislative objective of Article 5(4) is to ensure that designated companies allow business users, free of charge, to communicate and promote offers, including under different conditions, to customers acquired via its CPS or through other channels, and to conclude contracts with those customers. To that end, Amazon made the relevant changes to its program so that: (i) Amazon does not prevent Sellers from reaching out to customers through off-Amazon channels, and (ii) does not take enforcement actions for such reasons, so long as Sellers comply with GDPR.

r) **any relevant data³⁰ which can inform whether the measure is or will be effective in achieving the objectives of Regulation (EU) 2022/1925, such as, depending on the circumstances, data on the evolution of the number of active end users and active business users for the relevant core platform service and, for each relevant obligation, the interaction of end users with choice screens and consent forms, the amount of in-app purchases, the number of pre-installed defaults as well as yearly revenues from payments related to those pre-installed defaults, counts of end users who switch, counts of business users who obtain data access, etc. Provide an exact definition of the terms used and a detailed calculation explanation;**

(79) Not applicable.

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

(80) Not applicable.

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

(81) Not applicable.

2.1.3 A detailed explanation of how the Undertaking has assessed compliance with the obligation, including whether any assessment projects, such as external or internal audits have been carried out. For all such assessment projects, provide information about the identity and the role of the people

³⁰ Reported on a sufficiently disaggregated basis to be informative (for example, by reference to each business user) and, if applicable, per type of device.

involved and whether they are independent from the Undertaking, the assessment methodology and timeline for the relevant assessment project, and any output (e.g., audit reports or compliance plans).

(82) All relevant changes made in connection with the implementation of the new measures to comply with Article 5(4) are described in the Sections above.

2.1.4 A list and description of any reports prepared by the head of the compliance function for the management body of the Undertaking in relation to Regulation (EU) 2022/1925 and, in particular, on risks of non-compliance within the meaning of Article 28(4) of Regulation (EU) 2022/1925 and of the management body’s replies to those reports, including a list and description of the measures taken in response to those reports.

(83) Not applicable.

2.1.5 A list and a summary of any feedback (e.g., complaints) of the Undertaking’s business users established in the Union or end users established or located in the Union concerning the Undertaking’s compliance with the obligations. Where this feedback exceeds ten (10) instances, please group them to the extent possible (e.g., per topic). Please also provide an explanation of any action that the Undertaking has taken based on this feedback.³¹

(84) Amazon provides business users with the ability to contact us via our customer service contact channels.

Regarding Article 5(6)

(85) Please refer to the Article 5(6) chapter in the Compliance Report.

Regarding Article 5(8)

(86) Please refer to the Article 5(8) chapter in the Compliance Report.

Regarding Article 6(2)

(87) Please refer to the Article 6(2) chapter in the Compliance Report.

Regarding Article 6(5)

2.1.1 The following statement confirming compliance with the obligation in line with Article 8(1) of Regulation (EU) 2022/1925: ‘[Name of the Undertaking] confirms that as of [DATE] it has ensured compliance with the obligation laid

³¹ The Undertaking should ask about and respect the decision of the company submitting feedback to preserve the anonymity of its submission or to keep certain parts confidential. The Undertaking should inform the Commission of any such anonymity or confidentiality requests. In any case, the Undertaking should describe any actions taken based on the relevant feedback in a non-confidential form.

down in Article [reference to the Digital Markets Act's Article/paragraph specifying the obligation] of Regulation (EU) 2022/1925.'

(88) Amazon confirms that from 6 March 2024, it complied with the obligations laid down in Article 6(5) for Amazon Store.

2.1.2 An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data³² and internal documents. Please provide a detailed description of any measures that ensure such compliance, indicating whether such measures were already in place pre-designation or if they were implemented post-designation.

The description of all the above-mentioned measures must enable the Commission to verify whether the Undertaking has demonstrated compliance pursuant to Article 8(1) of Regulation (EU) 2022/1925 and should, at a minimum, include:

i) an explanation on how the Undertaking complies with the obligation based on all measures that were already in place pre-designation or that the Undertaking has implemented post-designation, and

(89) Article 6(5) provides that a designated company shall not treat more favorably, in ranking, and related indexing and crawling, services and products offered by the designated company itself compared to similar services or products of a third party. Designated companies shall apply transparent, fair, and non-discriminatory conditions to such ranking.

(90) This Section describes the design and structure of key components of the Amazon Store and explains why they do not favor products or services offered by Amazon compared to similar products or services offered by a third party, including, as relevant, how Amazon implemented the commitments accepted by the Commission in Case AT.40703 – *Amazon Buy Box* (the “**Commission Commitments**”).

(91) More specifically, this Section covers the following Amazon Store elements: (i) ranked product search results (**Section 2.1.2.i.A**); (ii) Sponsored and Merchandizing Placements (**Section 2.1.2.i.B** and **Section 2.1.2.i.C**, respectively); (iii) Widgets (**Section 2.1.2.i.D**); (iv) All Offer Display (“**AOD**”), FO, and second offers (**Section 2.1.2.i.E**).

A. Ranked product Search results

(92) The Amazon Store designs its shopping and discovery experience to feature the items customers are looking for and may want to purchase. That is the Amazon Store’s primary goal when presenting results in response to a customer’s query on the Product Search Results Page (“**PSRP**”). Our ranking models do not include inputs that differentiate on the basis of whether the product is sold by Retail or a Seller, whether the Seller purchases Amazon fulfilment services (Fulfilled by Amazon (“**FBA**”)), or whether a product is Amazon-branded or third-party branded. The explanation of

³² The Undertaking shall have any underlying raw data ready to be made available to the Commission in the event the Commissions requests this raw data.

ranked product search is also relevant, for example, to the Store’s AI shopping assistant feature, “Rufus”, when it returns product recommendations from the Store.

(93) As part of the product search functionality, Amazon:

- finds the set of products from the Amazon Store’s catalogue that best match the customer’s intent (matching); and
- then orders the products in a way that helps maximize customer satisfaction (ranking).

a. Matching

(94) To present products we believe the customers will want to purchase, Amazon first seeks to understand a customer’s shopping intent, and then finds the set of products from the Amazon Store’s catalogue that we think best match that intent, creating the “*match-set*” (*matching*). We use algorithms to identify items that are a good match with the customer’s intent.

(95) These matching algorithms do not take into account signals that differentiate on the basis of whether the product is sold by Retail or a Seller, whether it is an Amazon-branded product or a third-party-branded product, or whether the Seller uses FBA.

b. Ranking

(96) Amazon ranks the results in the match set in the order that we think will help customers find easily the products they may want to buy. For this purpose, Amazon uses and updates ranking models that assign a score to each product in the match set. Amazon uses different ranking models, e.g., depending on the category of products that the customer looks for.

(97) The inputs include signals such as past customer actions regarding the products (e.g., how often an item was bought) and information about the product (e.g., title, price, description).

(98) The ranking models do not use inputs that differentiate on the basis of whether the product is sold by Retail or a Seller, whether it is an Amazon-branded product or a third-party-branded product, or whether the Seller uses FBA.

(99) When ranking product search results, adjustments are sometimes made to improve relevance to customers. For example, when new products or product versions become available customers expect to see them, but that expectation is not immediately captured by the ranking algorithms due to the lack of customer shopping behavior data. To mitigate this issue, Amazon may for a very short period of time surface ASINs that are new and may not be easily discoverable to customers. When such adjustments are made, they do not consider whether a product is sold by Retail or a Seller, whether it is an Amazon-branded product or a third-party-branded product, or whether the Seller uses FBA.

B. Sponsored and Merchandizing Placements

a. Sponsored placements

- (100) Sponsored advertising placements appear in the Amazon Store to help customers discover, find, navigate, and compare products offered in the Amazon Store. These sponsored placements are part of the customer shopping experience related to the Amazon Store.
- (101) That EU Amazon Store experience includes two types of Sponsored advertising placements: (i) Sponsored Products; and (ii) Sponsored Brands. These sponsored placements are available to Sellers and Vendors and appear on the PSRP and other parts of the Amazon Store.

I. Sponsored Products

- (102) Sponsored Products are available to third parties who want to promote individual products sold in the Amazon Store. Sponsored Products can appear at the top of or among ranked product search results in the PSRP and on Product Detail Pages (“**PDP**”). Sponsored Products are labelled as “*Sponsored*” in order to ensure that they are readily distinguished from ranked product search results.
- (103) When customers search for products in the Amazon Store, they often type words or phrases in the search bar. With Sponsored Products, those promoting their products online through advertising (“**Advertisers**”) can manually target specific keywords or product categories or opt for automatic targeting. In case of manual targeting, Advertisers must (i) pick the keywords or product categories they want their ad to appear in connection with, and (ii) enter a bid against each keyword or product category. In case of automatic targeting, Amazon matches automatically the advertisement with keywords and products that are similar to the ad product.

II. Sponsored Brands

- (104) Like Sponsored Products, Sponsored Brands ads (also labelled “*Sponsored*”) promote products that are sold in the Amazon Store. Rather than featuring a single product, Sponsored Brands ads can feature multiple products and lifestyle and brand creatives. Sponsored Brands ads can show up in different placements of the Amazon Store, e.g., at the top, mid or bottom of the PSRP, and on PDPs. For Sponsored Brands on the PSRP, Advertisers can only manually target specific keywords or product categories.

b. Advertising Auctions

- (105) The primary purpose of sponsored advertising placements is to enhance the shopping experience of customers and drive sales of products in the Amazon Store.
- (106) Sponsored Products and Sponsored Brands are sold using a real-time bidding process, in which third-party Advertisers place bids for ad inventory. Amazon does not participate and thus its own branded products do not compete in the auctions for placements.
- (107) The winner of the auction is determined based on (i) the level of the bid, and (ii) the relevance of the ad. None of these criteria consider whether the third-party Advertiser is a Seller or a Vendor (or whether a Seller Advertiser uses FBA).

- (108) Bid amounts for Sponsored Ads are submitted on a cost per click (“CPC”) basis, which is the amount the Advertiser is willing to pay for a click on an ad shown in response to a keyword or set of keywords or products. Further, Sponsored Brands ads support cost per 1,000 viewable impressions (“vCPM”), which is the cost Advertisers are willing to pay each time their ad is viewed 1,000 times. Under a CPC and vCPM pricing models, Advertisers only pay if and when customers click on their advertisement or when the advertisement achieves a number of viewable impressions, respectively.
- (109) In addition to the level of the bids, Amazon takes into account the relevance of the advertisement before determining the winner of the auction. Relevance is assessed for each advertisement participating in an ad auction.
- (110) Generally, relevance scores are based on product information, such as product title and description (visible in PDPs), and past customer engagement information for similar search terms. For example, if a prior search query with the same terms led to the sale of a specific product in the Amazon Store, that product is scored higher in terms of relevance for future Sponsored Products and Sponsored Brands bids. Doing this ensures that customers see ads that are more likely to be relevant to their shopping query than if relevance were not considered. None of the features and data used in these models consider whether ads concern products sold by Sellers or by Retail (or whether a Seller Advertiser uses FBA).
- (111) For each ad, Amazon calculates the expected click-through rate (“eCTR”) of the ad (i.e., the rate at which customers are expected to click an ad), and/or the expected view-through rate (“eVTR”) (i.e., the rate at which customers are expected to view an ad). None of the parameters and data used in these models consider whether ads concern products sold by Sellers or by Retail (or whether a Seller Advertiser uses FBA).
- (112) Considering the level of the bid, the relevance score, and the eCTR / eVTR values, Amazon calculates the rank score for each advertisement. None of the elements in the rank score calculation formulas for Sponsored Products or Sponsored Brands ads distinguish between bids by Sellers or Vendors (or whether a Seller Advertiser uses FBA).

C. Merchandizing Placements

- (113) Amazon enables merchandizing e.g., for Amazon brands and branded products on some of the slots of the PSRP, without participating in the ad auctions.
- (114) Amazon does not reserve any slots for internal merchandizing placements, nor does it guarantee any placements in the PSRP for Amazon brands or branded products. Instead, for certain products and keywords that Amazon considers for merchandizing, Amazon calculates the value attributed to the placement. That value is calculated separately of any ongoing advertising auctions (and prior to the relevant auction taking place). The merchandizing placement only appears in a slot on the PSRP if for that slot, the calculated value for the merchandizing placement is higher than the valuation of the winning advertisement placement, as determined in the relevant auctions. Of course, when the company chooses not to use space for advertising by third parties, Amazon foregoes the advertising fees it could have earned from that space.
- (115) Merchandizing placements in the PSRP are clearly labelled “*Featured from Amazon brands,*” to communicate to shoppers that the product or brand being displayed is

associated with Amazon. Merchandising placements for Amazon branded products also show an ‘(i)’ symbol with hover over text that explains: “*you are seeing this product from an Amazon brand based on the product’s relevance to your search query*”.³³

D. Widgets

(116) The Amazon Store includes multi-product placements (“**Widgets**”) designed to help customers discover products they may be interested in. There are different types of Widgets in the Amazon Store, some of which may include Amazon-branded and third-party products (referred to as “*blended*” or “*hybrid*” Widgets).

a. Placement of the Widgets

(117) Amazon may use machine learning models to select which Widgets to display in each widget slot based on features that collectively help to maximize customer satisfaction, including information about the customer’s query. The algorithms do not consider whether a widget’s recommendations concern products sold by Retail or a Seller or whether they are Amazon-branded products or third-party-branded products.

b. Placement of products within each Widget

(118) The criteria for ASIN placement within each widget (i.e., which ASINs will be shown first from left to right) vary by widget but they may include star ratings and reviews, or popularity based on number of past purchases. None of the criteria that are taken into account considers whether a product is offered by Retail or a Seller or whether they are Amazon-branded products or third-party-branded products.

E. All Offer Display, Featured Offer and second offers

(119) The same ASIN is often offered by multiple merchants in the Amazon Store (often including both Retail and one or more Sellers). Each merchant independently determines the terms of its offer for the ASIN, including price, shipping options, and item condition (e.g., new or used). Every available offer for a given ASIN can be accessed through the ASIN’s PDP.

(120) PDPs provide customers with a simple and convenient way to view information about a product and highlight the offer (among all eligible Retail and Seller offers) that Amazon considers the customer is most likely to provide the best customer experience. This is key for customers to be satisfied with their purchase and experience, and to keep returning to the Amazon Store.

a. Commission Commitments

(121) The Commission Commitments address, among other things, the selection of the FO. To simplify the customer experience, the PDP often³⁴ prominently displays as the FO the offer of one or more particular merchants for that ASIN. The FO is selected by the Featured Merchant Algorithm (“**FMA**”) based on objectively verifiable and non-

³³ On mobile, the text above is shown when customers click on the label “*Featured from Amazon Brands*”.

³⁴ The DP does not always include an FO. The Store does not include an FO in the DP in cases where none of the available offers in the Store’s catalog provides a sufficiently good customer experience.

discriminatory criteria amongst eligible offers identified by the Featured Merchant Eligibility (“FME”) process.

- (122) Amazon also displays as the SDO at least one competing offer next to the FO where such offer (i) is eligible to be selected as FO, it is listed by a merchant different from the one listing the FO, and it is sufficiently differentiated from the FO; or (ii) it comes from a program other than the FO (e.g., Used or Subscribe and Save). Sellers and Retail have access to both the FO and SDO on non-discriminatory terms.
- (123) Amazon also displays a link showing *all* available offers (AOD) for an ASIN via a pop over window. The AOD lists offers based on objective criteria, without favoring Retail products over Seller products or first-party products over third-party products.
- (124) The FO, the SDO (and other displayed offers), and the AOD comply with Article 6(5).

b. FO

- (125) The process of selecting the FO involves the application of the FME and FMA processes.
- (126) The FME process aims to preserve customer trust by ensuring that only offers from merchants capable of delivering a positive Amazon Store customer experience can be highlighted as the FO (“**Eligible Merchants**”). The FME assesses merchants based on certain fraud and abuse criteria.
- (127) The FMA process determines which offer among the offers by Eligible Merchants is the most likely to be chosen by the customer should the customer compare all offers. The FMA evaluates offers in two stages: (i) offer filtering and (ii) calculating an offer’s “attractiveness score” (“**Attractiveness Score**”, also known as “**FMA score**”).
- (128) The FMA filters are applied to help remove from consideration offers that are irrelevant or that do not provide the high-quality customer experience that customers expect to receive when purchasing the FO (e.g., offers that cannot be delivered to the customer’s location, or that are not competitively priced).
- (129) The FMA then evaluates the attributes of the offers retained after applying the filters based on e.g., landed price and estimated delivery speed and calculates the highest Attractiveness Score. For that purpose, each offer attribute is converted into a numerical value and assigned a weight. The offer with the highest Attractiveness Score is selected as the FO. These calculations apply in an equivalent manner to offers in the Amazon Store, irrespective of the merchant identity (Retail or Seller), selling plan (individual or professional), and the fulfilment channel used (AFN or MFN).

c. Second offer or SDO

- (130) The selection of the SDO by the FMA is based on the same non-discriminatory conditions as the FO and is irrespective of the merchant identity (Retail or Seller), selling plan (individual or professional), and the fulfilment channel used (AFN or MFN).

d. AOD link

- (131) All available offers for a specific ASIN in the Amazon Store (including those that did not qualify for the FO) remain available for purchase by customers through the AOD

link. Clicking on this link, the customer sees a list of all available offers for the ASIN, with the FO (if one is selected) and all the other available offers, shown from the lowest to the highest priced (item price plus shipping fees).

- ii) **specific information (including, if applicable, data points, visual illustrations and recorded demos³⁵) for each measure implemented in the context of Regulation (EU) 2022/1925, regarding:**
 - a) **the relevant situation prior to the implementation of the measure and how the newly introduced measure ensures compliance with the obligations laid down in Articles 5 to 7 of Regulation (EU) 2022/1925;**

(132) As explained in **Section 2.1.2.i)** above, Amazon does not favor its own products or services compared to similar products or services of a third party, regardless of whether the component is relevant to Article 6(5). It was thus not necessary for Amazon to implement any measures specifically to ensure compliance with Article 6(5).

(133) For completeness, Amazon notes that the Commission Commitments were designed with the obligations of Article 6(5) in mind.

- b) **when the measure was implemented;**

(134) Not applicable.

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

(135) Not applicable.

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

(136) Not applicable.

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

(137) Not applicable.

- f) **any changes to the customer experience made in connection with the implementation of the measure concerned (e.g., changes in the customer interface, choice screens,³⁶ consent**

³⁵ For example, this may be particularly relevant to illustrate changes impacting user journeys.

³⁶ For instance, the specific design of the choice screen, what information is prompted to the users in the choice screen, including the consequences of making a selection; the users to which the choice screen is shown and when.

forms,³⁷ warning messages, system updates, functionalities available, or customer journey to access functionalities³⁸;

(138) Not applicable.

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

(139) Not applicable.

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

(140) Not applicable.

- i) any consultation³⁹ with end users, business users and/or any interested parties that has been carried out in the context of (i) the elaboration of the measure and/or (ii) the implementation of the measure, and how the input of these consulted parties has been taken into account. Provide a list of end users, business users and/or any interested parties consulted in this context and a high-level description of the topic of the consultation with those users/parties;**

(141) Amazon's proposal which led to the Commission Commitments was published by the Commission for a formal market test in July 2022. This process gave interested third parties including Sellers the opportunity to review and provide feedback on Amazon's proposals. The Commission received 25 submissions from interested third parties and this feedback was incorporated in a revised commitments proposal by Amazon. This was ultimately made binding by the Commission in December 2022.

- j) any involvement of external consultants in the elaboration of the measure, including a description of the consultants' mission, whether they are independent from the Undertaking, a description of both their output and the methodology used to**

³⁷ This applies to all types of consent required under Regulation (EU) 2022/1925, regardless of whether this is via a "form" or any other format.

³⁸ The Undertaking must provide a click-by-click description of the end user's interaction with the user interface. The Undertaking may submit visual illustrations and/or recorded demos.

³⁹ This information should include a description of the methodology for the consultation.

reach that output and, if applicable, an explanation of the reasons why the recommendations made by the external consultants were not followed;

(142) Amazon reports to the monitoring trustee as part of its compliance with the Commission Commitments. The monitoring trustee is independent of Amazon (and any other undertaking affiliated with Amazon) and is verifying the effectiveness of the measures set out in **Section 2.1.2.i** above. The monitoring trustee is verifying that Amazon's selection process for the FO and second offer is based on objective and non-discriminatory criteria (which ultimately ensures compliance with Article 6(5) on these topics) and is reporting about Amazon's compliance on a semi-annual basis in the context of the Commission Commitments.

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

(143) Not applicable.

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

(144) Amazon's representatives participated in the public DMA compliance workshop organized by the Commission and presented Amazon's compliance solution in relation to Article 6(5).

(145) Regarding the Commission Commitments, which ultimately also ensure compliance with Article 6(5) on the FO and second offers, see **Section 2.1.2.ii.i** above.

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

(146) Not applicable.

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

(147) Not applicable.

o) any type of market analysis or testing (in particular A/B testing⁴⁰), business user surveys or consumer surveys or end

⁴⁰ A/B testing is an experiment where the audience is randomly split to test a number of variations of a measure and determine which performs better. A/B testing and consumer surveys may be particularly well-suited to demonstrate: (i) compliance with obligations which include a change to an end-user interface and (ii) the absence of dark patterns, which could jeopardize the effectiveness of the proposed measure.

user consent rates,⁴¹ that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;⁴²

(148) Regarding the Commission Commitments, which ultimately also ensure compliance with Article 6(5) on the FO and second offers, see **Section 2.1.2.ii.i)** above.

p) any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;⁴³

(149) Regarding the Commission Commitments, which ultimately also ensure compliance with Article 6(5) on the FO and second offers, see **Section 2.1.2.ii.i)** above.

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

(150) Not applicable. Article 6(5) aims to prevent the designated company from ranking its own products or services more favorably than similar services or products of a third party. As explained in **Section 2.1.2.i)** and in **Section 2.1.2.ii.a)** above, Amazon does not favor its own products or services compared to similar products or services of a third party. There was thus no need to implement any additional compliance measures.

r) any relevant data⁴⁴ which can inform whether the measure is or will be effective in achieving the objectives of Regulation (EU) 2022/1925, such as, depending on the circumstances, data on the evolution of the number of active end users and active business users for the relevant core platform service and, for each relevant obligation, the interaction of end users with choice screens and consent forms, the amount of in-app purchases, the number of pre-installed defaults as well as yearly revenues from payments related to those pre-installed defaults, counts of end users who switch, counts of business users who obtain data access, etc. Provide an exact definition of the terms used and a detailed calculation explanation;

(151) Not applicable.

⁴¹ End user consent rates refer to the percentage of end users who provided consent to the data processing for which end user consent is required under Regulation (EU) 2022/1925 (for instance Articles 5(2) and 6(10)).

⁴² The full methodology for any analysis, testing or survey shall be included in the Compliance Report.

⁴³ The full methodology for any analysis, testing or survey shall be included in the Compliance Report.

⁴⁴ Reported on a sufficiently disaggregated basis to be informative (for example, by reference to each business user) and, if applicable, per type of device.

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

(152) As explained in Section **2.1.2.ii.j)** above, Amazon reports to the monitoring trustee in relation to its compliance with the Commission Commitments.

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

(153) Not applicable.

2.1.3 A detailed explanation of how the Undertaking has assessed compliance with the obligation, including whether any assessment projects, such as external or internal audits have been carried out. For all such assessment projects, provide information about the identity and the role of the people involved and whether they are independent from the Undertaking, the assessment methodology and timeline for the relevant assessment project, and any output (e.g., audit reports or compliance plans).

(154) See Section **2.1.2.ii.s)** above.

2.1.4 A list and description of any reports prepared by the head of the compliance function for the management body of the Undertaking in relation to Regulation (EU) 2022/1925 and, in particular, on risks of non-compliance within the meaning of Article 28(4) of Regulation (EU) 2022/1925 and of the management body’s replies to those reports, including a list and description of the measures taken in response to those reports.

(155) The head of the DMA compliance function (“**DCF**”) provides periodic progress updates to the Board of Managers of AEC (“**Board**”). Since 6 March 2024, there have been [Confidential] updates to the Board.

2.1.5 A list and a summary of any feedback (e.g., complaints) of the Undertaking’s business users established in the Union or end users established or located in the Union concerning the Undertaking’s compliance with the obligations. Where this feedback exceeds ten (10) instances, please group them to the extent possible (e.g., per topic). Please

also provide an explanation of any action that the Undertaking has taken based on this feedback.⁴⁵

- (156) As part of the Commission Commitments, the monitoring trustee has set up a complaint mechanism which enables third parties, including business users, to contact the monitoring trustee if they have concerns with Amazon's compliance with the Commission Commitments. In such cases, Amazon considers and engages with the monitoring trustee in relation to the relevant Seller feedback. Amazon has notified this complaints mechanism to Sellers via their dedicated portal (Seller Central).
- (157) In addition to the complaint mechanism set up by the monitoring trustee, Amazon offers support to Sellers via its website and Seller Central in relation to compliance with the Commission Commitments.

Regarding Article 6(9)

- (158) Please refer to the Article 6(9) chapter in the Compliance Report.

Regarding Article 6(10)

- (159) Please refer to the Article 6(10) chapter in the Compliance Report.

Regarding Article 6(13)

- (160) Please refer to the Article 6(13) chapter in the Compliance Report.

2.2 A list of the Undertaking's core platform service's top fifteen (15) business users per core platform service based on revenues established in the EEA for the last year, as defined in Article 2, point (21) of and in the Annex to Regulation (EU) 2022/1925, and, for these business users provide: the name, address, telephone number and e-mail address of the head of their legal department (or other person exercising similar functions; and in cases where there is no such person, the chief executive officer).⁴⁶ If revenues are not available or do not represent a suitable measure, please provide a list of top business users based on an alternative relevant proxy and explain why it is the most relevant one to assess the importance of business users for the specific core platform service.

- (161) The list and contact details of Amazon Store's top fifteen Sellers was submitted to the Commission.

2.3 If applicable, the reasons why the Undertaking considers that a specific obligation laid down in Articles 5 to 7 of Regulation (EU) 2022/1925 cannot by nature apply to the Undertaking's relevant core platform service (i.e., because it is clear from the text of Regulation (EU) 2022/1925 that a specific obligation does not apply to a core platform service). For the avoidance of doubt, this section does not cover situations governed by Articles 9 or 10 of Regulation (EU) 2022/1925.

⁴⁵ The Undertaking should ask about and respect the decision of the company submitting feedback to preserve the anonymity of its submission or to keep certain parts confidential. The Undertaking should inform the Commission of any such anonymity or confidentiality requests. In any case, the Undertaking should describe any actions taken based on the relevant feedback in a non-confidential form.

⁴⁶ Please use the "eRFI contact details template" on the DMA website: https://digital-markets-act.ec.europa.eu/about-dma/practical-information_en#templates.

- (162) The non-applicable provisions to the Amazon Store are Articles 5(5), 5(7), 5(9), 5(10), 6(3), 6(4), 6(6), 6(7), 6(8), 6(11), 6(12) and 7.
- (163) **Article 5(5)** requires covered designated companies to allow customers to access and use, through their CPSs, content, subscriptions, features or other items by using the software application of a business user.
- (164) Since this provision refers to customers' use of content "*by using the software application of a business user*", it does not apply to our Amazon Store, which does not host or give access to business users' software applications.
- (165) **Article 5(7)** applies to the use of specified linked and supporting services (e.g., payment services) to a CPS "*in the context of services provided by the business users*" to their own customers.
- (166) Business users of the Amazon Store do not carry out the sales process themselves (i.e., including providing the check-out process for the sales). Instead, Amazon is responsible for the check-out process for all sales made on the Amazon Store. Any potential linked or supporting services are thus provided within Amazon's own service, not in "*the context of services provided by the business users*" and are thus out of scope of Article 5(7).
- (167) **Article 5(9)** only applies to online advertising service CPSs and therefore does not apply to the Amazon Store, an online intermediation service CPS.
- (168) **Article 5(10)** only applies to online advertising service CPSs and therefore does not apply to the Amazon Store, an online intermediation service CPS.
- (169) **Article 6(3)** expressly applies to an exhaustive list of CPSs, i.e., designated operating systems, virtual assistants, and web browsers, and therefore does not apply to the Amazon Store, an online intermediation service CPS.
- (170) **Article 6(4)** applies to designated operating system CPSs. The provision does not apply to the Amazon Store because the Amazon Store is not an operating system.
- (171) **Article 6(6)** prohibits covered companies from restricting the ability of customers to switch between, and subscribe to, different software applications and services that are accessed using a covered company's CPS, including the choice of internet access services for customers. Article 6(6) does not apply to the Amazon's designated Amazon Store because there is no third-party software application that is accessed using the Amazon Store.
- (172) **Article 6(7)** applies to designated operating system and virtual assistant CPSs, and therefore does not apply to the Amazon Store, an online intermediation service CPS.
- (173) **Article 6(8)** only applies to online advertising service CPSs and therefore does not apply to the Amazon Store, an online intermediation service CPS.
- (174) **Article 6(11)** expressly applies to designated online search engine CPSs. Article 6(11) does not apply to online intermediation service CPSs and is therefore not applicable to the Amazon Store.

- (175) **Article 6(12)** specifically applies to designated online search engine and online social networking service CPSs, as well as software application stores. Therefore, Article 6(12) does not apply to the Amazon Store.
- (176) **Article 7** exclusively applies to designated number-independent interpersonal communications service CPSs, and therefore does not apply to the Amazon Store, an online intermediation service CPS.

DECLARATION

Amazon.com, Inc., as a designated company, declares that, to the best of its knowledge and belief, the information given in this submission is true, correct, and complete, that all estimates are identified as such and are its best estimates of the underlying facts, and that all the opinions expressed are sincere.

Date: 5 March 2026

DocuSigned by:
[Confidential] _____

Name: [Confidential]

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