

**DMA COMPLIANCE REPORT**

NON-CONFIDENTIAL VERSION

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

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**COMPLIANCE REPORTING**

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

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**5 March 2026**

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# NON-CONFIDENTIAL SUMMARY OF THE COMPLIANCE REPORT

## SECTION 1 INFORMATION ABOUT THE REPORTING UNDERTAKING

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

- (1) This Compliance Report pursuant to Article 11 of Regulation (EU) 2022/1925<sup>1</sup> (“DMA”) is submitted by Amazon.com, Inc. and its affiliates (“Amazon”).
- (2) Amazon.com, Inc. is a publicly traded company founded in 1994, which is headquartered in Seattle, Washington, United States of America. Amazon EU S.à.r.l. (“AEU”) and Amazon Europe Core S.à.r.l. (“AEC”) are Amazon subsidiaries, each based in Luxembourg. AEU manages and operates the European Union (“EU”) seller services business, including providing marketplace services to third-party sellers (“Sellers”), enabling them to offer products for sale in the Amazon Store in the EU (in Belgium, France, Germany, Ireland, Italy, the Netherlands, Poland, Spain, and Sweden) (“Amazon Store”). AEC is responsible for operating, maintaining, and managing all the EU online interfaces surfacing Sellers’ product or service offerings and Amazon’s own retail offerings (“Retail”). AEC and subsidiaries also provide Amazon’s European advertising services.

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

#### 1.2.1 identify the individuals responsible for drafting the Compliance Report or parts thereof, specifying the role they hold within the Undertaking;

- (3) The Compliance Report is signed by [Confidential], Legal Director, and head of the DMA compliance function (“DCF”) at Amazon. The Compliance Report has been prepared by Amazon with assistance from lawyers who support the businesses related to the Amazon Store and Amazon’s advertising services (“Amazon Ads”) core platform services (“CPSs”), as well as business and technical teams.

#### 1.2.2 provide contact details<sup>2</sup> of all external legal or economic counsel or external technical experts (together, “external counsel”) involved in drafting the Compliance Report and whether they present guarantees in terms of independence, qualifications and absence of conflicts of interests, similar to the approval requirements for monitoring trustees under EU merger control.<sup>3</sup> Provide also the original written Power of Attorney for such

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<sup>1</sup> Regulation (EU) 2022/1925 of the European Parliament and of the Council of 14 September 2022 on contestable and fair markets in the digital sector and amending Directives (EU) 2019/1937 and (EU) 2020/1828 (Digital Markets Act), OJ L 265, 12.10.2022, pp. 1–66.

<sup>2</sup> Please use the “eRFI contact details template” on the DMA website: [https://digital-markets-act.ec.europa.eu/about-dma/practical-information\\_en#templates](https://digital-markets-act.ec.europa.eu/about-dma/practical-information_en#templates).

<sup>3</sup> In order to assess whether external counsels meet or not these characteristics, please refer to the conditions for approval of monitoring trustees under EU merger control as set out in paragraphs 123 to 127 to the Commission notice on remedies acceptable under Council Regulation (EC) No 139/2004 and under Commission Regulation (EC) No 802/2004 (2008/C 267/01). There is no obligation under Regulation (EU) 2022/1925 that compliance should be monitored by external consultants meeting these condition.

**representative(s) (based on the model Power of Attorney available on the Commission’s website<sup>4</sup>).**

- (4) The contact details of external legal counsel ([Confidential]) involved in drafting the Compliance Report were provided to the European Commission (“**Commission**”). Each counsel is independent, qualified, and absent of conflicts of interest.
- (5) Amazon submitted Amazon’s Power of Attorney ([Confidential]) to the Commission.

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<sup>4</sup> Accessible here: [https://digital-markets-act.ec.europa.eu/legislation\\_en](https://digital-markets-act.ec.europa.eu/legislation_en).

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

**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, please provide the following information:**

(6) Amazon provides the requested information for each obligation applicable to both Amazon Store and Amazon Ads in the main compliance report below to avoid providing extensive duplicative information. For information regarding provisions applicable only to (i) online intermediation services or the Amazon Store specifically, or (ii) online advertising services or the Amazon Ads, please refer to Annex 1 and Annex 2, respectively.

**Regarding Article 5(2)**

**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.’**

(7) Amazon confirms that from 6 March 2024, it complied with the obligations laid down in Article 5(2).

**2.1.2 An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data<sup>5</sup> 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**

(8) Article 5(2) prohibits designated companies from (a) processing for advertising purposes personal data provided by third parties that make use of a CPS, (b) combining personal data from the relevant CPS with personal data from any further CPSs or from any other services provided by the designated company or with personal data from third-party services, (c) cross-using personal data from the relevant CPS in other

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<sup>5</sup> 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.

services provided separately by the designated company, including other CPSs, and vice versa, and (d) from signing in end users to other designated company services in order to combine personal data, unless the end user has been presented with the specific choice and has given consent within the meaning of Article 4, point (11), and Article 7 of Regulation (EU) 2016/679.

- (9) The purpose of this Section is to describe the measures that Amazon has implemented in the EU to (i) request and store a customer’s consent pursuant to Article 5(2), (ii) ensure Amazon services consistently honor the customer’s consent selections, and (iii) inspect our technology to ensure it remains effective.
- (10) This Section is structured as follows:
  - **Section 2.1.2.i.A** provides a description of Amazon’s compliance measures, including a description of how Amazon (i) requests and stores a customer’s consent to share their personal data between a designated CPS and another Amazon or third-party service, (ii) labels personal data generated by a customer’s use of an Amazon service or as being generated outside of Amazon, and (iii) ensures that the customer-facing features of a designated CPS do not combine or use customer personal data from a separately provided Amazon service – or vice versa – without a customer’s consent.
  - **Section 2.1.2.i.B** provides an overview of those business operations which Amazon has identified as falling outside the scope of Article 5(2).

## ***A. Amazon’s compliance measures***

### ***a. Customer consent***

- (11) Customers who visit the EU Amazon mobile shopping application or EU Amazon Store domains (e.g., Amazon.de) will encounter two pop-up consent prompts: one will request the customer’s consent to share their personal data between the Amazon Store and other separately provided Amazon services to personalize the Amazon Store experience; the other will request the customer’s consent to share their personal data between services provided separately for personalized advertising. In this part of the Section, we (i) display and describe each of the consent prompts, (ii) explain where customer’s consent selections are stored and how they can be adjusted, and (iii) describe Amazon’s approach to testing the consent prompts with customers.

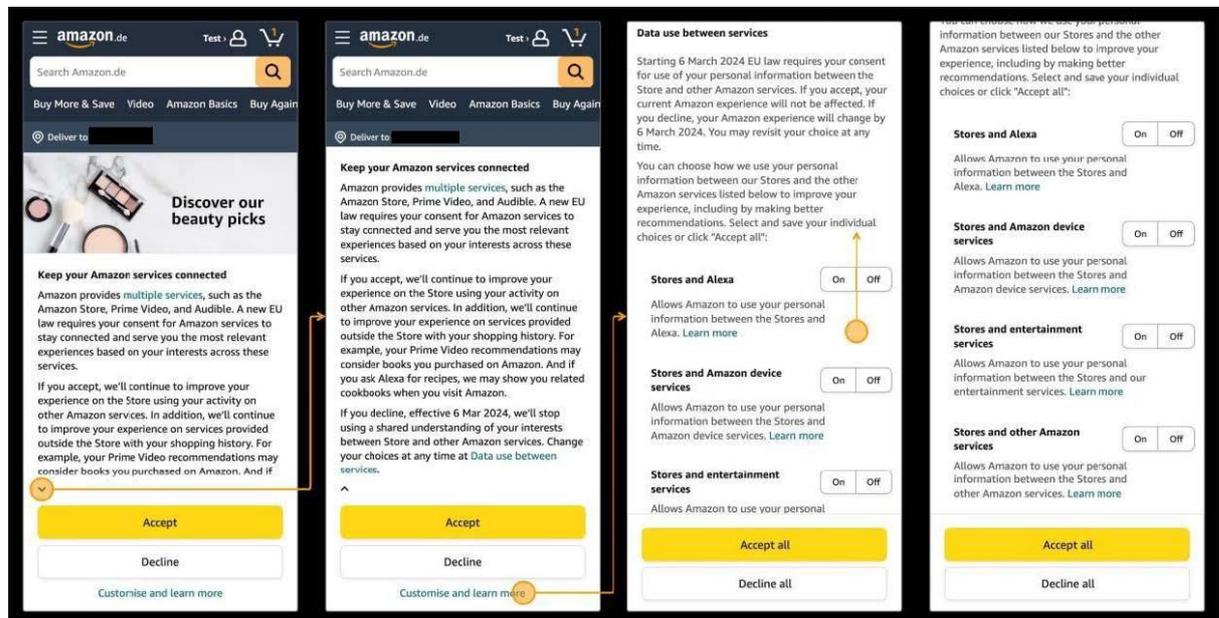
### ***I. Consent prompts***

#### ***i. Amazon Store prompt (“Amazon Store Prompt”)***

- (12) When a customer creates a new Amazon account or signs into an existing account, they see a new prompt. The prompt requests consent for the Amazon Store to combine and cross-use the customer’s personal data generated in the Amazon Store with the same customer’s personal data generated in other Amazon services. The consent requested by this prompt pertains to the types of combinations and cross uses of personal data that are required for personalized experiences other than advertising. The consent required to show personalized advertising that involves a combination or cross use of data between two or more separately provided services is requested in a separate prompt (see **Figure 1** below).

- (13) **Customer journey:** there are two layers to the prompt, as shown in the below illustrative mock-ups of the experience. If the customer chooses to customize, they will land on a second layer screen, where they can make more granular choices about the combination and cross-use of their personal data between the Amazon Store and other Amazon services.

**Figure 1 – Amazon Store Prompt**



- (14) The customer choices are presented in the first and the second layer screens that meets the requirements of Article 4, point (11), and Article 7 of Regulation (EU) 2016/679 (General Data Protection Regulation, “GDPR”). The consent by the customer, when granted, will be freely given, specific and informed, and unambiguous for the following reasons:

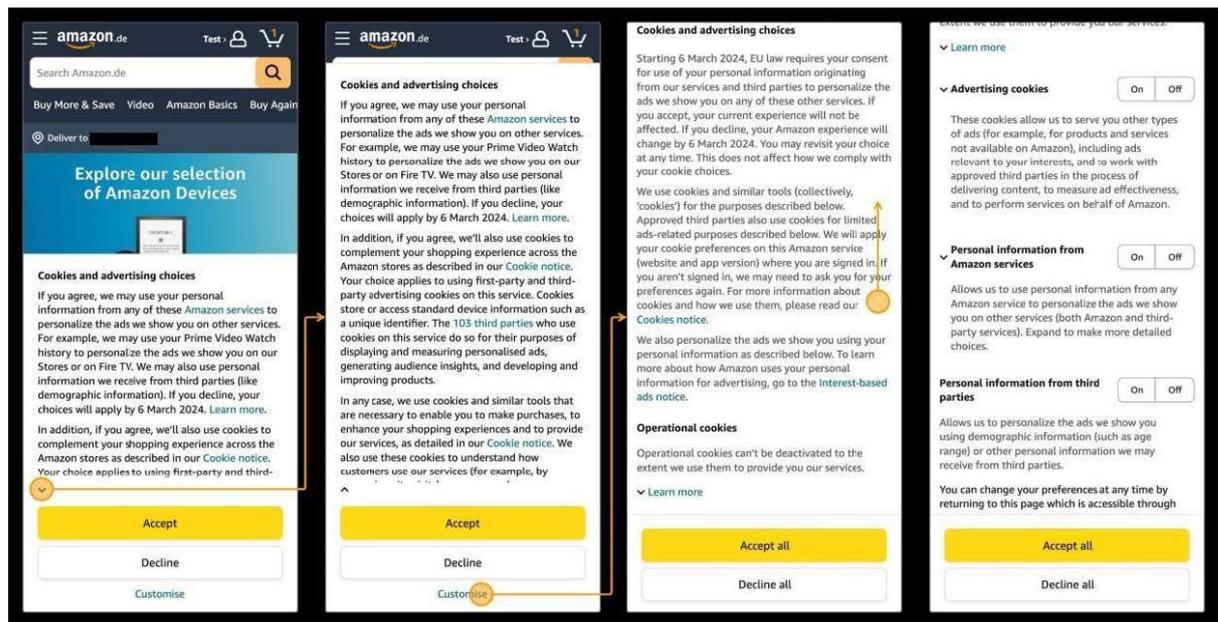
1. The prompt gives customers a genuine choice and control over how the Amazon Store will combine and cross-use their data with other Amazon services.
2. The prompt clearly explains to customers what they are consenting to, for what purpose (personalized Amazon Store experience), and for which processing operations. The request for consent is prominent in the customer journey, in plain language and in a way the customers can easily understand. The prompt includes a hyperlink on the term “multiple services”, directing to a page where customers can find the list of services to which their choices apply. It calls out the right to revisit the consent selection at any time.
3. There is an affirmative action as follows:
  - a. In the first layer screen, the prompt will offer three options to the customers: “Accept”, “Decline”, or “Customize” or similar to express the clear customers’ choice. Amazon will only consider those customers who have clicked “Accept” or similar to have provided their consent.
  - b. If customers wish to “customize” their choices, they will land on a second layer screen, where they can make more granular choices. Those granular choices are

neutral by default. This means that customers need to turn the button “ON” (an affirmative action) in order, for example, to accept the data combination and cross-use between Amazon Store and Alexa.

*ii. Amazon Ads advertising prompt (“Amazon Ads Prompt”)*

- (15) In addition to what we have described above, when a customer visits the EU Amazon mobile shopping application or EU Amazon Store domains (e.g., Amazon.de), they will also see a consent prompt for advertising purposes. The prompt requests consent for Amazon Ads to use a customer’s personal data generated in any of Amazon services (e.g., Prime Video), or obtained from third parties, to personalize the ads that Amazon will show the customer on another Amazon service (e.g., Amazon Store).
- (16) **Customer journey.** There are two layers to the prompt, as shown in the below illustrative mock-ups of the experience. If the customer chooses to customize, they will land on a second layer screen, where they can make more granular choices about the use of their personal information from a specific Amazon service (or third parties) to personalize the ads on other services.

**Figure 2 – Amazon Ads Prompt**



- (17) The customer choices in the first and the second layer screens of the Amazon Ads Prompt are also presented in a manner that meets GDPR requirements. The consent by the customer, when granted, will be freely given, specific and informed, and unambiguous for the following reasons:

1. The Amazon Ads Prompt gives customers a genuine choice and control over how Amazon Ads will use personal data from an Amazon service or from third parties to personalize the ads that Amazon will show a customer on another Amazon service.
2. The Amazon Ads Prompt clearly explains to customers what they are consenting to, for what purpose (personalized ads), and for which processing operations. The request for consent is prominent in the customer journey, in plain language, and in

a way the customers can easily understand. The prompt includes a hyperlink on the term “Amazon services”, which directs customers to a page where they can find the list of services to which their choices apply. It calls out customers’ right to revisit their choice at any time.

3. There will be an affirmative action by the customer as follows:
  - a. In the first layer screen, the prompt offers three options to the customers:
  - b. “Accept”, “Decline” or “Customize”. Amazon will only consider customers who “Accept” to have provided their consent.
  - c. If the customers wish to “customize” their choices, they land on a second layer screen, where they can make more granular choices. Those granular choices are neutral by default. This means that customers need to turn the button “ON” (an affirmative action) in order, for example, to accept to the use of their Alexa data to personalize the ads that Amazon will show on other services.

## ***II. Storing consent selections***

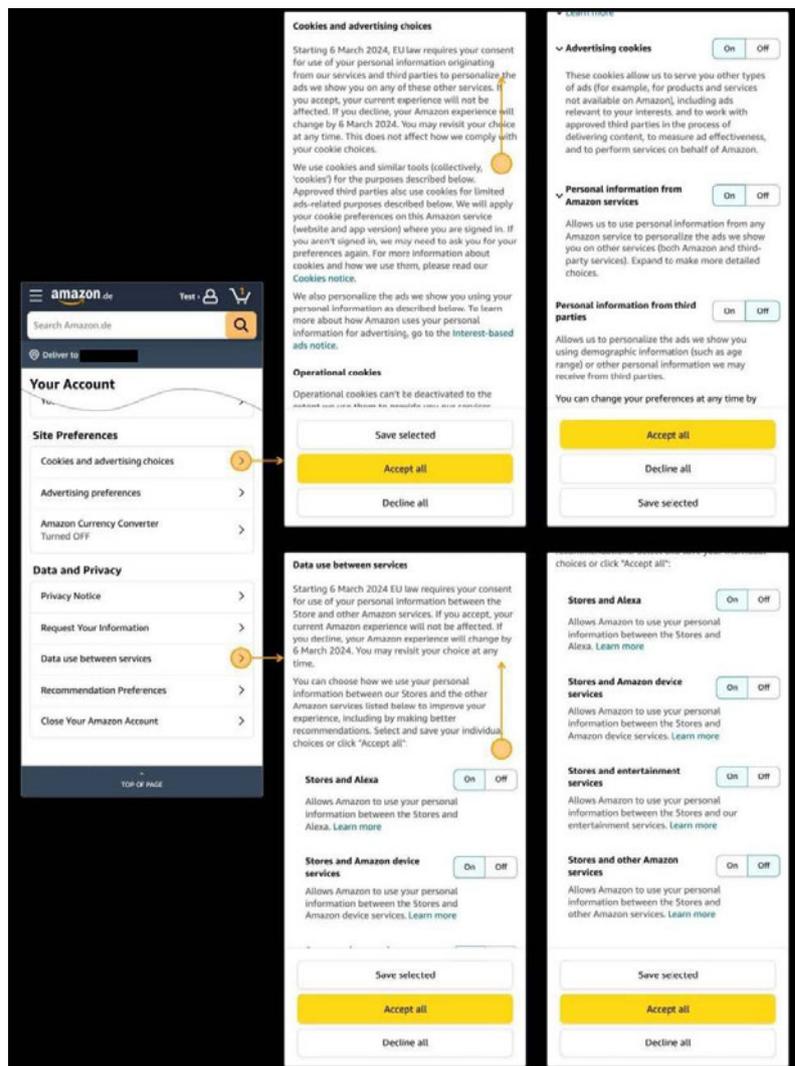
(18) Amazon stores the consent selections made by customers in respect of both the Amazon Ads Prompt and Amazon Store Prompt in the same central consent data store. There are two main data elements stored with the consent selection made by the customer:

1. **Consent selection.** When a customer signs into their Amazon account with their credentials and makes their consent selection (accepts or declines from the first layer of either prompt or selects “On” or “Off” in response to the granular choices on the second layer), their choices will be stored in Amazon’s central consent datastore.
2. **Session ID.** When a customer visits the EU Amazon mobile shopping application or EU Amazon Store domains (e.g., Amazon.de) without signing in with their credentials, the customer’s consent selections for advertising purposes are stored against a session identifier: this is a unique identifier linked to the device and web browser through which the customer visits Amazon. Because Amazon does not track customers across sessions, a single customer will see the prompt, and be able to make session-specific consent selections, each time they start a new session. For example, if a customer visits Amazon.de using their primary browser (e.g., Safari) on their mobile device without signing in, they will see the Amazon Ads Prompt; if they visit from another browser (e.g., Google Chrome) on their mobile device they will see the same Amazon Ads Prompt. In each case, Amazon will respect the choice associated with the customer’s session; the choice will last as long as that customer continues to use the same device and browser, for up to 12 months.
3. **Consent expiration.** Consent records also include a “*Time to Live*” (“**TTL**”), which triggers the consent expiration period. The TTL dictates the length of time the consent selection will live in our systems. If a customer declines consent after March 2024, we will assign a TTL of 365 days. Once a consent record reaches the TTL, it is moved to a separate data store where historical consents are preserved for audit purposes. If a customer has declined consent and the TTL has expired, they will see the consent prompt again the next time they visit an EU Amazon Store domain or use the EU Amazon mobile shopping application.

### III. Changing consent selections

- (19) Customers can withdraw their consent or change their consent selections at any time by navigating to the relevant page in their Amazon account settings (available on any EU Amazon Store domain and in the mobile shopping application, **Figure 3** below). When customers navigate to the consent management page in the “Data & Privacy” section of their account settings, they will have the opportunity to revisit their previous choices. When a customer updates their consent selections, their consent record is updated and timestamped with the time of update. The updated consent is then propagated across relevant Amazon systems, enabling us to ensure that the most recent choice made by the customer will be honored going forward.

**Figure 3 – Revisiting the Amazon Store and Amazon Ads choices**



#### b. Classifying customer personal data

- (20) When customers visit Amazon sites or use Amazon applications, they generate personal data that is collected by Amazon. Amazon then applies pre-determined rules to attribute (i.e., classify) the customer’s personal data with the service through which the data was generated. For example, when a customer visits the Amazon Store and purchases a pair of shoes, Amazon will classify this data as belonging to the Amazon Store. As a general

rule, data is classified to only one service except for certain customer purchase data that involves both the Amazon Store to process the transaction and another service to fulfill the order. For example, a customer purchase of a Kindle eBook would be processed by the Amazon Store service but fulfilled by the Kindle reading service. Amazon uses the data classification as one of three inputs when enforcing a customer's consent selections as described in the below Section.

*c. Respecting a customer's consent selections*

- (21) This Section describes how Amazon honors a customer's consent selections.
- (22) For customer-facing features that rely on data being combined or cross used between a designated service and another service, we check for and enforce consent to ensure that data is only used in the way for which the customer has provided their consent. For example, if a customer has consented to cross-use between the Amazon Store and Prime Video, that customer may see personalized recommendations in the Amazon Store based on their Prime Video watch history.
- (23) When an Amazon service, including Amazon Ads, wants to show personalized content to a customer, the service will request personal data through data access layers supported by policy engines ("**Policy Engine**").
- (24) As the Policy Engines make decisions, we record these decisions in a log. The data access layer then executes against that decision. In other words, the decision determines what data is returned by the data access layer to the service that made the request for data.

*B. Business operations out of the scope of Article 5(2)*

- (25) Amazon has identified a number of business operations to which Article 5(2) does not apply, including customer service and identity verification (a business operation which, inter alia, enables Amazon to authenticate and authorize customers to create an account, login, etc.). Thus, Amazon continues to cross-use and combine personal data as necessary in order to perform these particular business functions, as well as to protect against fraud and abuse.
- (26) The specific scenarios falling out of scope for Article 5(2) are limited to where such cross-use and/or combination of personal data is needed (i) for compliance with a legal obligation to which the controller is subject (e.g., anti-money laundering rules); (ii) in order to protect the vital interests of the data subject or of another natural person; and (iii) for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller. This approach is based on Article 5(2), third sub-paragraph and Article 8(1), which provides explicit exemption grounds for such processing and requires a designated company to implement its DMA compliance measures in a manner that is compatible with, inter alia, consumer protection, respectively. Protection from fraud is a key element of consumer protection. We note for completeness that protection against fraud also falls within the public security interest recognized under Article 10(3).

- ii) **specific information (including, if applicable, data points, visual illustrations and recorded demos<sup>6</sup>) 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) The measures specifically implemented to comply with the DMA are described in **Section 2.1.2.i)** above.
- b) **when the measure was implemented;**
- (28) 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;**
- (29) The scope of the measures ensuring Amazon’s compliance with Article 5(2) 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);**
- (30) Amazon has implemented the measures to comply with Article 5(2) 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);**
- (31) The technical changes made in connection with the implementation of the new measures to comply with Article 5(2) are described in **Section 2.1.2.i)** above.
- (32) Amazon has improved compliance evidence collection and monitoring by capturing additional metadata to evaluate policy evaluation and consent-related enforcement activities.
- (33) Amazon proactively scans for potential sharing of personal data across services where there is no policy evaluation and enforcement evidence.
- 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,<sup>7</sup> consent**

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<sup>6</sup> For example, this may be particularly relevant to illustrate changes impacting user journeys.

<sup>7</sup> 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,<sup>8</sup> warning messages, system updates, functionalities available, or customer journey to access functionalities<sup>9</sup>);**

(34) The customer facing features introduced in connection with the implementation of the measures to comply with Article 5(2) are described in **Section 2.1.2.i)** above.

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

(35) None. Amazon has maintained the remuneration flows in connection with the use of the Amazon Store and Amazon Ads in the Article 5(2) context.

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

(36) All relevant changes made in connection with the implementation of the new measures to comply with Article 5(2) are described in the above Sections.

**i) any consultation<sup>10</sup> 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) Amazon is always innovating on behalf of customers. As part of our iterative development process, we listen to, and learn from our customers through different types of testing, including usability tests and A/B tests.

(38) In a usability test, we present a prototype experience and ask participants to complete tasks while thinking out loud. We also ask specific questions that provide insight into whether the participant understands the experience. For example, we have conducted usability tests to determine the placement of the buttons in the prompts and tested

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<sup>8</sup> 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.

<sup>9</sup> 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.

<sup>10</sup> This information should include a description of the methodology for the consultation.

different ways of organizing the second layer of the Amazon Store Prompt. In this usability test, we made changes to the Amazon Store Prompt for a range of customers and compared their behavior with customers not seeing the changes. The objective of this customer testing was to ensure a friendly customer experience around consents and prompts and test the customers' ability to navigate and go through the process easily, including intuitive and easy to understand text.

(39) We conducted A/B tests prior to the compliance deadline in order to test various aspects of the consent prompts. As part of the test, we sought customers' feedback on their preference by sharing two options of the prompts seeking feedback on which option was clearer and easier to use.

**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;**

(40) 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;**

(41) In the early stages of design and development of the Article 5(2) compliance solution, Amazon considered alternative options for the design of our consent prompts to seek customer consent. Amazon ultimately opted for the design described in **Section 2.1.2.i)** above, based on our knowledge of customer experience design and conducted customer testing described in **Section 2.1.2.ii.i)** above, to further refine the design of the consent prompts.

**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;**

(42) As part of the Security and Privacy section of Amazon's customer service help page on the Store, Amazon published a subpage titled "About Personal Information Use Across Amazon Services".<sup>11</sup> The subpage explains to customers the consequences of their Article 5(2) consent choices.

(43) In addition, Amazon's representatives participated in the public DMA compliance workshops organized by the Commission and presented Amazon's compliance solution in relation to Article 5(2).

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<sup>11</sup> See <https://www.amazon.de/-/en/gp/help/customer/display.html?nodeId=T1fdzp9ecINEaVWTyY>.

- m) **where applicable, the interaction with measures the Undertaking has implemented to ensure compliance with other obligations under Regulation (EU) 2022/1925;**
- (44) 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;**
- (45) Not applicable. As described in more detail in **Section 2.1.2.i)** above, and in accordance with Article 5(2), third sub-paragraph and Article 8(1), and Article 10(3), Amazon does not seek consent where the processing of personal data is needed (i) for compliance with a legal obligation to which the controller is subject (e.g., anti-money laundering rules); (ii) in order to protect the vital interests of the data subject or of another natural person; and (iii) for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.
- o) **any type of market analysis or testing (in particular A/B testing<sup>12</sup>), business user surveys or consumer surveys or end user consent rates,<sup>13</sup> that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;<sup>14</sup>**
- (46) The usability and A/B customer testing with EU customers on our proposed compliance measures for Article 5(2) is described under **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;<sup>15</sup>**
- (47) The usability and A/B customer testing with EU customers on our proposed compliance measures for Article 5(2) is described under **Section 2.1.2.ii.i)** above.
- (48) Amazon has also implemented automatic monitoring and reporting of customer consent rates. The evaluation is done for active Amazon Store customers who were presented with a DMA consent prompt and have made a consent choice. In the period from January to December 2025, consent acceptance rates were approximately [Confidential] for the Amazon Store and [Confidential] for Amazon Ads.

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<sup>12</sup> 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.

<sup>13</sup> 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)).

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

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

**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;**

(49) According to Recital 36, the legislative objective of Article 5(2) is to promote contestability and remove barriers to entry by limiting the designated companies’ ability to use personal data from different sources thereby building better profiles and leveraging data insights from one service to another. The limitation is achieved by requiring customer consent.

(50) While the number of consenting customers does not demonstrate the “effectiveness” of compliance with this obligation, Amazon monitors the number of customers who do or do not consent to the processing of their personal data. Amazon’s Article 5(2) compliance solution meets the legislative objective of the DMA by ensuring that our customers are enabled to freely choose to opt-in to the processing of their personal data or choose a less personalized but equivalent alternative.

**r) any relevant data<sup>16</sup> 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;**

(51) As noted in **Section 2.1.2.ii.q)** above, Amazon’s Article 5(2) compliance solution achieves the legislative objective of the DMA.

(52) Amazon has also implemented automatic monitoring and reporting of customer consent rates. The evaluation is done for active Amazon Store customers who were presented with a DMA consent prompt and have made a consent choice. In the period from January to December 2025, consent rates were approximately [Confidential] for the Amazon Store and [Confidential] for Amazon Ads.

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

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

(53) Please refer to **Section 2.1.3** below for a description of the internal assessments conducted in relation to the Article 5(2) compliance solution.

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).**

(54) 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)**

***A. Ongoing inspection to comply with a customer's consent selections***

(55) Amazon has introduced robust technical controls to ensure we record and comply with a customer's consent selections, and has implemented mechanisms to actively validate and audit these technical controls.

(56) First, Amazon has implemented automatic monitoring and reporting of customer consent rates. Between January and December 2025, consent rates were approximately [Confidential] for the Amazon Store and [Confidential] for Amazon Ads.

(57) Second, we have introduced two separate, complementary audit mechanisms (automated and manual). Our automated detection mechanism is used to validate that the Policy Engine is properly applying the rules for all EU customer personal data and that the resulting decisions enforce customer's consent selections. Our manual audit consisted in comparing the captured customer consent with the customer consent used by Amazon.

(58) Issues identified by either mechanism will trigger Amazon's existing correction of errors process for resolution. The correction of errors process brings together functional experts across Amazon to deep dive the root cause and align on solutions to address errors. Each correction of error has a single threaded leader who must ensure the experts resolve the error within an established time period and report the results to Amazon leadership.

***B. Testers for Manual Validation***

(59) Amazon involved external consultants to perform manual testing of customer experiences to proactively ensure that consent selections are being appropriately

recorded and respected. We modelled this mechanism on an existing security process, where we use testers who are fully independent from development teams to verify our compliance. The goal of this testing is to identify instances where personal data may have been combined or cross-used between Amazon’s services without consent from the customer. Since May 2024, they performed search, purchase, and other activities (e.g., watch, read, listen) to observe if unconsented customers received personalized recommendations or advertisements created by cross-using data across businesses. Consultants performed multiple rounds of testing per month. No evidence of non-compliance with customers’ consent choices has been observed.

### *C. Access Event Anomaly Monitoring*

- (60) Amazon has also set up a system of access event anomaly monitoring, modelled on the processes we put in place in order to comply with Amazon’s commitments to the Commission in Case COMP/AT.40462 and Case COMP/AT.40703 (“**Commission Commitments**”).
- (61) Access event anomaly monitoring involves monitoring the enforcement logs for anomalies.
- (62) By March 2024, Amazon implemented an automated detection mechanism to confirm that the enforcement logs have sufficient data to validate the data access decisions by the Policy Engine.

**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.**

- (63) The head of the 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 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.<sup>17</sup>**

- (64) The feedback Amazon received from our customers in the context of customer testing is described in **Section 2.1.2.ii.i** above.

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<sup>17</sup> 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.

## **Regarding Article 5(6)**

**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.’**

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

**2.1.2 An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data<sup>18</sup> 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**

(66) Article 5(6) prohibits designated companies from directly or indirectly restricting business users or end users from raising any issue of non-compliance by the designated companies, related to any practice of the designated company with any relevant public authority, including national courts.

(67) Amazon has made significant efforts to audit its contracts, program policies, and measures related to Amazon Store and Amazon Ads that might be impacted by Article 5(6).

(68) To this end, Amazon identified the contracts, program policies and measures in scope of Article 5(6), audited the clauses or measures that would be affected by Article 5(6), and created a mechanism to ensure that teams will not implement clauses or measures that would be prohibited by Article 5(6).

(69) In reviewing and auditing its agreements and policies under Article 5(6), Amazon included the agreements set out in **Table 1**.

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<sup>18</sup> 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.

**Table 1 – Reviewed agreements in relation to Article 5(6)**

Relevant CPS	Category	Brief summary
Amazon Store	Business Solutions Agreement (“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. <sup>19</sup>
Amazon Store	Seller Program Policies	Program policies are applicable to Sellers in the EU Stores.
Amazon Store	Non-Disclosure Agreement (“NDA”)	Standard NDA governing the disclosure of confidential information between Amazon and third parties, including Sellers.
Amazon Store	[Confidential]	[Confidential]
Amazon Store	Amazon Store Terms and Conditions	Standard terms and conditions applicable to end users on the EU Amazon Store.
Amazon Ads	Agreements and policies including dispute and confidentiality clauses	This category includes different types of standard agreements and policies applicable to those promoting their online brands through advertising (“Advertisers”) on Amazon and those that own websites and mobile apps and earn money for the placement of ads on these properties (“Publishers”).

ii) **specific information (including, if applicable, data points, visual illustrations and recorded demos<sup>20</sup>) 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;**

(70) Amazon has identified some standard agreements that contain provisions which it has amended/removed. Most of these provisions relate to confidentiality/non-disclosure clauses. In addition, Amazon implemented guidelines as forward-looking compliance mechanisms so that new agreements will contain clauses that are in line with Article

<sup>19</sup> 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.

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

5(6). Amazon has also communicated a unilateral waiver on Seller Central/Ads console to waive non-compliant rights under standard unilateral NDA that have been accepted offline /signed.

(71) Amazon has inserted a new confidentiality clause to some of its standard agreements (e.g., Amazon Advertising Agreement (Sponsored Ads)).

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

(72) 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;**

(73) The scope of the measures ensuring Amazon’s compliance with Article 5(6) 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);**

(74) Amazon has implemented the measures to comply with Article 5(6) 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);**

(75) 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,<sup>21</sup> consent forms,<sup>22</sup> warning messages, system updates, functionalities available, or customer journey to access functionalities<sup>23</sup>);**

(76) 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**

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<sup>21</sup> 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.

<sup>22</sup> 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.

<sup>23</sup> 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);**

(77) Amazon has maintained the remunerations flows in connection with the use of the Amazon Store in the Article 5(6) context.

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

(78) All relevant changes made in connection with the implementation of the new measures to comply with Article 5(6) are described in the above Sections.

**i) any consultation<sup>24</sup> 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;**

(79) 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;**

(80) 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;**

(81) None.

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<sup>24</sup> 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;**
- (82) All relevant actions taken to inform end users and/or business users in connection with the implementation of the new measures to comply with Article 5(6) are described in **Section 2.1.2.ii.a)** above.
- m) where applicable, the interaction with measures the Undertaking has implemented to ensure compliance with other obligations under Regulation (EU) 2022/1925;**
- (83) 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;**
- (84) Not applicable.
- o) any type of market analysis or testing (in particular A/B testing<sup>25</sup>), business user surveys or consumer surveys or end user consent rates,<sup>26</sup> that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;<sup>27</sup>**
- (85) None.
- 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;<sup>28</sup>**
- (86) None.
- 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;**

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<sup>25</sup> 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.

<sup>26</sup> 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)).

<sup>27</sup> The full methodology for any analysis, testing or survey shall be included in the Compliance Report.

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

(87) According to Recital 42, the legislative objective of Article 5(6) is to safeguard a fair commercial environment and protect the contestability of the digital sector by safeguarding the rights of business users and end users to raise their concerns and raise any issue of non-compliance by designated companies before the EU or national public authorities. Amazon's compliance solution meets the legislative objective of the DMA as it has (i) done an audit of clauses in standard agreements to verify these do not run counter to Article 5(6); and (ii) implemented forward-looking mechanisms so that new agreements will contain clauses that are in line with Article 5(6).

- r) **any relevant data<sup>29</sup> 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;**

(88) None.

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

(89) None.

- 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).**

(90) 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**

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<sup>29</sup> Reported on a sufficiently disaggregated basis to be informative (for example, by reference to each business user) and, if applicable, per type of device.

**assessment methodology and timeline for the relevant assessment project, and any output (e.g., audit reports or compliance plans).**

(91) Please refer to **Section 2.1.2.ii.a)** 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.**

(92) 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.<sup>30</sup>**

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

### **Regarding Article 5(8)**

**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.’**

(94) Amazon confirms that from 6 March 2024, it complied with the obligations laid down in Article 5(8) for Amazon Store and Amazon Ads.

**2.1.2 An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data<sup>31</sup> 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**

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<sup>30</sup> 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.

<sup>31</sup> 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.

**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**

(95) Article 5(8) prohibits designated companies from requiring business users or end users to subscribe to, or register with, any further CPSs listed in the designation decision, or which meet the thresholds in Article 3(2), point (b), as a condition for being able to use, access, sign up for or register with any of that designated company's CPSs.

(96) Amazon has made significant efforts to audit its policies and conditions related to Amazon Store and Amazon Ads that might be impacted by Article 5(8).

(97) To this end, Amazon identified the contracts, program policies and measures in scope of Article 5(8), audited the clauses or measures that would be affected by Article 5(8), and created a mechanism to ensure that teams will not implement clauses or measures that would be prohibited by Article 5(8).

(98) In reviewing and auditing policies and conditions, Amazon included all policies and conditions that apply to business users and end users for the use, access, sign up or register with Amazon Store and Amazon Ads.

(99) The review has confirmed that there are no policies or conditions that could run counter to Article 5(8) and therefore no changes are required to comply with Article 5(8): the use of the Amazon Store by Sellers is not contingent on purchasing advertisements, and users of Amazon Ads can buy ads even if they do not sell products or services listed on Amazon Store.

**ii) specific information (including, if applicable, data points, visual illustrations and recorded demos<sup>32</sup>) 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;**

(100) Not applicable.

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

(101) Not applicable.

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

(102) Not applicable.

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<sup>32</sup> For example, this may be particularly relevant to illustrate changes impacting user journeys.

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

(103) 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);**

(104) 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,<sup>33</sup> consent forms,<sup>34</sup> warning messages, system updates, functionalities available, or customer journey to access functionalities<sup>35</sup>);**

(105) 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);**

(106) 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;**

(107) Not applicable.

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<sup>33</sup> 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.

<sup>34</sup> 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.

<sup>35</sup> 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.

- i) any consultation<sup>36</sup> 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;**

(108) Not applicable.

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

(109) 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;**

(110) 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;**

(111) Not applicable.

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

(112) 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;**

(113) Not applicable.

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<sup>36</sup> This information should include a description of the methodology for the consultation.

- o) any type of market analysis or testing (in particular A/B testing<sup>37</sup>), business user surveys or consumer surveys or end user consent rates,<sup>38</sup> that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;<sup>39</sup>**

(114) 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;<sup>40</sup>**

(115) Not applicable.

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

(116) Not applicable. According to Recital 44, the legislative objective of Article 5(8) is to ensure that business users or end users can access one CPS without at least registering or creating an account for the purposes of receiving a second CPS. Amazon meets the legislative objective of the DMA as it has (i) done an audit of policies and conditions to verify these do not run counter to Article 5(8); and (ii) created a mechanism to ensure that its teams will not implement policies or conditions that could run counter to Article 5(8).

- r) any relevant data<sup>41</sup> 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**

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<sup>37</sup> 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.

<sup>38</sup> 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)).

<sup>39</sup> The full methodology for any analysis, testing or survey shall be included in the Compliance Report.

<sup>40</sup> The full methodology for any analysis, testing or survey shall be included in the Compliance Report.

<sup>41</sup> Reported on a sufficiently disaggregated basis to be informative (for example, by reference to each business user) and, if applicable, per type of device.

**access, etc. Provide an exact definition of the terms used and a detailed calculation explanation;**

(117) 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;**

(118) 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).**

(119) 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).**

(120) Not applicable.

**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.**

(121) 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.<sup>42</sup>**

- (122) Amazon provides business users and customers with the ability to contact us via our customer service contact channels.

### **Regarding Article 6(2)**

**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.’**

- (123) Amazon confirms that from 6 March 2024, it complied with the obligations laid down in Article 6(2).

**2.1.2 An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data<sup>43</sup> 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**

- (124) Article 6(2) prohibits designated companies from using, in competition with business users, any data that is not publicly available that is generated or provided by those business users in the context of their use of the designated CPS or of the services provided together with, or in support of, the relevant CPSs.

- (125) Amazon provides online intermediation services to business users (i.e., Sellers) to enable them to offer and sell products to customers in the Amazon Store. Amazon has taken a number of measures in the EU to comply with the DMA under Article 6(2).

- (126) Amazon has conducted a comprehensive review into the use of non-public Seller data for decisions in competition with Sellers in the Amazon Store and implemented measures to comply continuously in relation to the Amazon Store as a CPS under Article 6(2). Because these measures were also subject to the EC’s Commitments Decision of 20 December 2022, this scoping and the resulting measures have been

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<sup>42</sup> 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.

<sup>43</sup> The Undertaking shall have any underlying raw data ready to be made available to the Commission in the event the Commission requests this raw data.

subject to the review of a monitoring trustee that has been appointed to monitor Amazon's compliance.

- (127) The Commission Commitments require that Amazon (specifically Retail and its employees) does not use any non-public Seller data (including when combined with non-Seller data) for the purposes of Retail operations in competition with Sellers.<sup>44</sup> As part of the Commission Commitments, Amazon reports to the monitoring trustee on a semi-annual basis in relation to its compliance and the monitoring trustee carries out checks to confirm compliance.
- (128) Amazon has implemented various measures in relation to its Amazon Store in the EU such that it does not use non-public data generated or provided by its business users in the context of their use of the Amazon Store or of the services offered together with, or in support of, the Amazon Store for the purpose of Retail in competition with those business users. In the context of the Amazon Store, business users are Sellers offering and selling products to customers in the Amazon Store. Services offered together with, or in support of, the Amazon Store are services that are directly related to a Seller's offering of their products through the Amazon Store and covers payments, fulfilment, and advertising services insofar as they relate to Sellers' activities in the Amazon Store.
- (129) In relation to Amazon Ads, Amazon does not use, in competition with Advertisers and/or Publishers, non-public data that is generated or provided in the context of their use of Amazon Ads' services.
- (130) **Section 2.1.2.i.A** below describes Retail use cases involving non-public business user data within the scope of Article 6(2). **Section 2.1.2.i.B** below explains the measures taken by Amazon to make the automated systems involved in these use cases compliant with Article 6(2). **Section 2.1.2.i.C** below presents the measures taken by Amazon to ensure that the employees involved in these use cases comply with Article 6(2). **Section 2.1.2.i.D** below concludes by explaining that no use cases covered by Article 6(2) were identified in the context of Amazon Ads' business operations and as such Amazon Ads complies with Article 6(2).

***A. Article 6(2) and use cases within the scope of Article 6(2) for the Amazon Store***

- (131) Article 6(2) requires that designated companies do “*not use, in competition with business users, any data that is not publicly available that is generated or provided by those business users in the context of their use of the relevant core platform services or of the services offered together with, or in support of, the relevant core platform services, including data generated or provided by the end users of those business users*”.
- (132) Amazon identified scenarios for which Amazon could be regarded as using data “*in competition with business users*” as part of its Retail operations, rather than running the Amazon Store more generally. These scenarios comprise the use cases for which

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<sup>44</sup> “Retail operations in competition with Sellers” means the following decisions and decisional processes (whether automated or manual), related to the sale of goods to customers, where Amazon is the seller of record: 1. Retail Operations decisions to identify and add Amazon Retail Offers; 2. Retail Operations decisions to identify brand-owners (“**Vendors**”) and negotiate purchase prices and terms; 3. Retail Operations decisions to start and stop purchasing ASINs; 4. Retail Operations decisions to stock, predict, and plan inventories of ASINs (not including Amazon's inventory movement decisions within the Amazon Fulfilment Network); or 5. Retail Operations decisions to set the prices of ASINs.

Amazon takes decisions to improve the quality of its own Retail offering relative to Sellers' in relation to the relevant parameters of competition (i.e., price, quantity, quality). Specifically, actions and decisions taken by Retail to identify and add new selection, purchase inventory, manage inventory levels, price, and/or exit selection in the Amazon Store can be viewed as "*in competition with business users*" and covered by Article 6(2) if they use non-public business user data.

- (133) In contrast, decisions that are not aimed at improving Retail's offers relative to (potential) Seller offers, but are aimed at running services for Sellers, operating features of the Amazon Store as a whole, monitoring Amazon Store performance, or evaluating the impact of Retail decisions on the Amazon Store as a whole in a merchant-agnostic way, are not instances of Amazon acting "*in competition with business users*".
- (134) As explained in more detail below, Amazon has deployed substantial resources in relation to the specific systems and employees that support these Retail activities "*in competition with business users*" to comply with the requirements of Article 6(2).
- (135) Separately, Amazon has confirmed that its system and decision-making processes are designed so that they do not use non-public business user data generated as part of the operation of the Amazon Store in any way that could be considered to be in competition with Sellers through Retail's own advertising efforts, e.g., to promote its own products.

#### ***B. Compliance measures in relation to automated systems***

- (136) Amazon identified the automated systems (i.e., any automated algorithm, model, or tool) that fed into the decisions "*in competition with business users*" described above to assess whether there was any use of non-public data generated or provided by Sellers using the Amazon Store. These are systems that support the following Retail decisions "*in competition with business users*": (i) selection decisions (i.e., identifying selection opportunities, negotiating with suppliers, and making buying decisions), (ii) inventory decisions (i.e., identifying quantities of products to purchase and manage stock levels), or (iii) pricing decisions (i.e., setting Retail product prices). In compliance with Article 6(2), all automated systems in connection with the decisions that could be viewed as "*in competition with business users*" do not ingest non-public business user data.
- (137) Amazon reviewed the data inputs to each system above and ensured that none of these systems use non-public business user data "*in competition with business users*".
- (138) As the restriction in Article 6(2) does not apply to the use of "public data" that business users can access, Amazon did not make adjustments to the use of publicly available Seller data that is available through the Amazon Store website or other published sources, or shared with Sellers through Amazon's Store services, as such data is available to both Retail and Sellers.

#### ***C. Compliance measures in relation to employees***

- (139) Amazon has implemented compliance mechanisms in relation to manual use cases of non-public business user data "*in competition with business users*". Amazon has identified those employees who may support decisions "*in competition with business users*". In collaboration with the relevant business teams, Amazon has created dedicated policy and training, as well as technical access restrictions and monitoring mechanisms to comply with Article 6(2).

### ***Policy and training***

- (140) Amazon has created and rolled out a dedicated policy and related training so that all employees who may take decisions for Retail operations “*in competition with business users*” for the Amazon Store in the EU are fully aware of and understand the prohibition against using non-public business user data for such decisions.
- (141) This training with successful completion is mandatory for those employees who may take manual Retail decisions “*in competition with business users*” for the Amazon Store in the EU as part of their day-to-day responsibilities. These employees must pass the training annually.

### ***D. Application of Article 6(2) to Amazon Ads***

- (142) Amazon Ads’ online advertising services allow business customers to advertise their goods and services to customers in the Amazon Store and on Amazon-owned and operated services as well as on third-party websites and apps. Amazon’s use of non-public data generated through Sellers’ use of Amazon Ads “*in competition with business users*” as part of its Retail operations is covered by the dedicated policy described in **Section 2.1.2.i.C** above.
- (143) Amazon does not use non-public data that is generated or provided in the context of Publishers or Advertisers’ use of Amazon Ads, in order to compete with those Advertisers or Publishers. For example, Amazon Ads does not use bid parameters or bid amounts from Advertisers to inform Amazon’s own bids to win an ad auction for a placement opportunity. Rather than bidding through the advertising auction, Amazon’s internal merchandisers have a mechanism to facilitate the display of Amazon branded products on the product search results page. The tool does not use non-publicly available data from business users to compete with them.
- (144) Compliance with Article 6(2) does not require introducing any changes to the terms of Amazon Ads’ standard agreements, either.
- ii) **specific information (including, if applicable, data points, visual illustrations and recorded demos<sup>45</sup>) 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;**
- (145) To comply with Article 6(2), Amazon introduced the internal mechanisms described in **Section 2.1.2.i)** above.
- b) **when the measure was implemented;**
- (146) The compliance measures described in **Section 2.1.2.i)** above were implemented before 6 March 2024.

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<sup>45</sup> For example, this may be particularly relevant to illustrate changes impacting user journeys.

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

(147) The scope of the measures ensuring Amazon’s compliance with Article 6(2) 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);**

(148) Amazon has implemented the measures to comply with Article 6(2) 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);**

(149) The technical changes made in connection with the implementation of the measures to comply with Article 6(2) are described in **Section 2.1.2.i)** above.

**f) any changes to the customer experience made in connection with the implementation of the measure concerned (e.g., changes in the customer interface, choice screens,<sup>46</sup> consent forms,<sup>47</sup> warning messages, system updates, functionalities available, or customer journey to access functionalities<sup>48</sup>);**

(150) No customer facing features were introduced in connection with the implementation of the measures to comply with Article 6(2) described in **Section 2.1.2.i.A** to **Section 2.1.2.i.D** above.

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

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<sup>46</sup> 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.

<sup>47</sup> 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.

<sup>48</sup> 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.

- (151) Amazon has maintained the remuneration flows in connection with the use of the Amazon Store in the Article 6(2) context.
- (152) Compliance with Article 6(2) does not require introducing any changes to the BSA, which governs the relationship between Sellers and Amazon, or the terms of Amazon Ads' standard agreements.
- h) any other relevant changes made in connection with the implementation of the measure concerned not covered by points e) to g) above;**
- (153) All relevant changes made in connection with the implementation of the new measures to comply with Article 6(2) are described in the above Sections.
- i) any consultation<sup>49</sup> 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;**
- (154) Amazon entered into the Commission Commitments in 2022 which resolved the Commission's investigations, that focused on the same topics that were incorporated in the DMA, including the prohibition to use non-public Seller data to compete with them. As such, the Commission Commitments were specifically designed to anticipate, and be fully consistent with the DMA, including Article 6(2). Draft commitments were published by the Commission for a formal market testing in July 2022. This process gave interested third parties, business users and end users the opportunity to review and provide feedback on Amazon's draft commitments to ensure that non-public Seller data is not used to compete with Sellers in the Amazon Store and, ultimately, to ensure compliance with Article 6(2). The Commission received 25 submissions from interested third parties and this feedback was incorporated in a revised commitments proposal, that was made binding by the Commission in December 2022. For instance, as a result of the market testing, Amazon reinforced its obligations to set up technical and/or manual control mechanisms designed to audit and monitor access by Retail to non-public Seller data.
- 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;**
- (155) As explained in **Section 2.1.2.i)** above, Amazon reports to a 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). The

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<sup>49</sup> This information should include a description of the methodology for the consultation.

monitoring trustee thus independently verifies that Amazon does not use non-public Seller data to compete with Sellers in the Amazon Store (and, ultimately, that Amazon complies with Article 6(2)) 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;**

(156) None.

- 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;**

(157) Please see **Section 2.1.2.ii.i)** above in relation to the market testing conducted by the Commission and the complaints mechanism, available to business users and end users in the context of the Commission Commitments.

(158) Separately, in anticipation of the DMA's applicability, on 20 December 2022, Amazon published a statement on its corporate website that its Retail business will not use non-public Seller data to compete with Sellers.<sup>50</sup>

(159) In addition, Amazon's representatives participated in the public DMA compliance workshops organized by the Commission and presented Amazon's compliance solution in relation to Article 6(2).

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

(160) 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;**

(161) Not applicable.

- o) any type of market analysis or testing (in particular A/B testing<sup>51</sup>), business user surveys or consumer surveys or end user consent rates,<sup>52</sup> that have been carried out to estimate the**

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<sup>50</sup> See <https://www.aboutamazon.eu/news/policy/amazons-statement-on-the-commitments-agreed-with-the-european-commission>.

<sup>51</sup> 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.

<sup>52</sup> 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)).

**expected impact of the measure on the objectives of Regulation (EU) 2022/1925;<sup>53</sup>**

(162) Please see **Section 2.1.2.ii.i)** above in relation to the market testing conducted by the Commission in the context of the Commission Commitments.

**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;<sup>54</sup>**

(163) Please see **Section 2.1.2.ii.i)** above in relation to the market testing conducted by the Commission in the context of the Commission Commitments.

**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;**

(164) According to Recital 46, the legislative objective of Article 6(2) is to ensure that designated companies do not use non-public data generated or provided by business users through their use of the designated CPS or of the services provided together with, or in support of, the relevant CPSs. As explained in **Section 2.1.2.ii.i)** above, the measures implemented by Amazon to ensure compliance with Article 6(2) were market tested as part of the Commission Commitments process. Following market testing, adjustments were made to reflect feedback received from interested third parties around the effectiveness of the Commission Commitments.

**r) any relevant data<sup>55</sup> 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;**

(165) Please see **Section 2.1.2.ii.q)** above.

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<sup>53</sup> The full methodology for any analysis, testing or survey shall be included in the Compliance Report.

<sup>54</sup> The full methodology for any analysis, testing or survey shall be included in the Compliance Report.

<sup>55</sup> 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;**

- (166) Amazon has implemented a range of mechanisms to comply continuously with the requirements of Article 6(2), both in relation to automated and manual decision-making processes.
- (167) In relation to the automated systems described above, Amazon has put in place review processes to audit proposed system changes and new system launches, and verify that they do not introduce non-public business user data into the systems.
- (168) In relation to manual use by employees, Amazon requires employees to refresh the training on a yearly basis. At the same time, Amazon has put in place processes to review and update the controls and monitoring and auditing mechanisms that apply to relevant data access paths on an ongoing basis.
- (169) Amazon is continuing to look at ways to develop and improve its systems and processes to ensure that these controls and monitoring mechanisms remain robust and effective.
- (170) In addition, as explained in **Sections 2.1.2.i.A to 2.1.2.i.D** above, as part of the Commission Commitments, Amazon reports to the monitoring trustee on a semi-annual basis in relation to its compliance with the Commission Commitments. The monitoring trustee carries out checks to confirm Amazon's 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).**

- (171) 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).**

- (172) On mechanisms to comply with the requirements of Article 6(2), both in relation to automated and manual decision-making processes, please see **Section 2.1.2.ii.s)** above.
- (173) Separately, Amazon has identified the standard access paths that are used by employees who may take manual Retail decisions "*in competition with business users*" for the

Amazon Store in the EU to access data sources that include non-public business user data.

- (174) Having identified these pathways, Amazon has reviewed and set various controls and monitoring and auditing mechanisms so that the use of non-public business user data by relevant Retail employees is compliant with Article 6(2).

**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.**

- (175) The head of the DCF provides periodic progress updates to the Board of Managers of AEC. 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.<sup>56</sup>**

- (176) For completeness, as part of the Commission Commitments, the monitoring trustee has set up a complaints 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).

- (177) Additionally, Amazon provides business users with the ability to contact us via our customer service contact channels.

### **Regarding Article 6(9)**

**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.’**

- (178) Amazon confirms that from 6 March 2024, it complied with the obligations laid down in Article 6(9) for Amazon Store and Amazon Ads.

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<sup>56</sup> 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.

**2.1.2 An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data<sup>57</sup> 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**

(179) Under Article 6(9), designated companies “*shall provide end users and third parties authorized by an end user, at their request and free of charge, with effective portability of data provided by the end user or generated through the activity of the end user in the context of the use of the relevant core platform service, including by providing, free of charge, tools to facilitate the effective exercise of such data portability, and including by the provision of continuous and real-time access to such data*”.

(180) The purpose of this Section is to explain the effective portability solutions that Amazon has implemented to comply with Article 6(9). Specifically, this Section describes the end-user and authorized third-party portability experiences, datasets provided as part of our portability solutions and our third-party verification process and customer warnings.

#### ***A. Amazon’s compliance measures***

##### ***a. Amazon’s end-user and authorized third-party portability experiences***

(181) To comply with Article 6(9), Amazon provides data portability by two means: namely by (i) sharing data with authorized third parties through an Application Programming Interface (“**API**”); and (ii) through a self-service download portal accessible by end users. In this Section, we provide an explanation of both solutions to illustrate the measures that we implemented as part of our DMA compliance design. In addition to the below, to learn more about our customer portability rights, see our help page.<sup>58</sup> Likewise, third parties can consult our guidelines on how to integrate with the Portability API.<sup>59</sup>

##### ***b. Description of the third party’s Portability API onboarding experience***

(182) We have built an API dedicated to data portability, which allows a third party to access the data generated by the customer’s use of Amazon Store and Amazon Ads, upon authorization from the customer (the “**Portability API**”). This Portability API builds

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<sup>57</sup> 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.

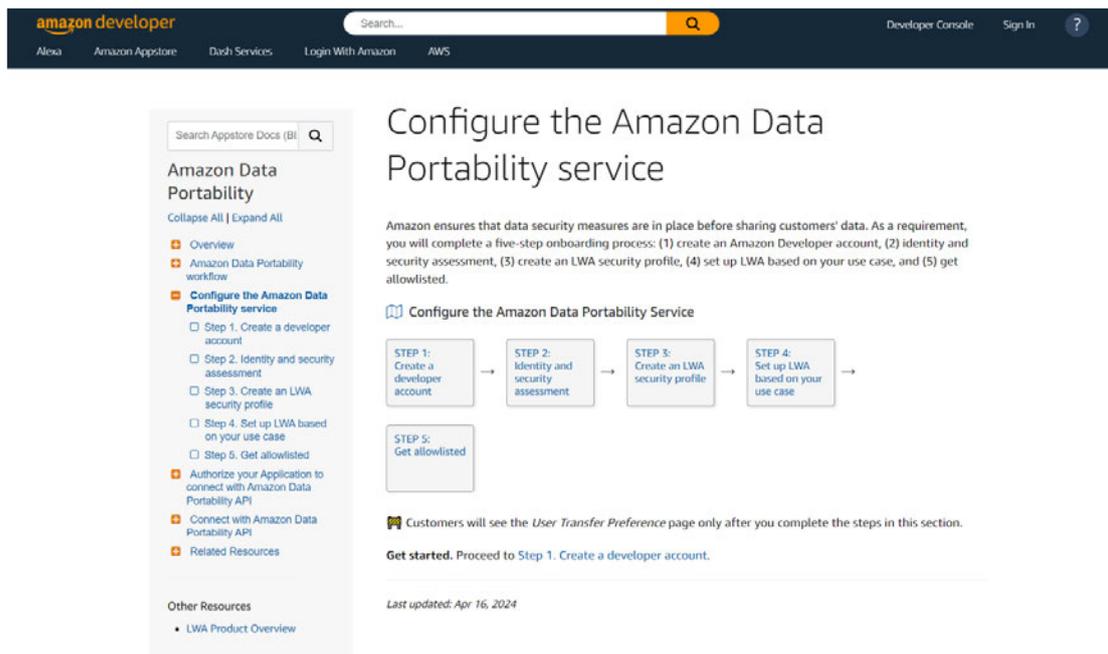
<sup>58</sup> See <https://www.amazon.de/-/en/gp/help/customer/display.html?nodeId=TTIt9hfjiA2ljjWtVh>.

<sup>59</sup> See <https://developer.amazon.com/docs/amazon-data-portability/overview.html>.

upon the success of existing Amazon APIs including important lessons we have learned with respect to the data security risks inherent with APIs, as further explained below.

- (183) Third parties can make requests to integrate with the Portability API on a dedicated developer page.<sup>60</sup> This site provides third parties with a step-by-step guide for integrating with the Portability API as displayed in **Figure 4** below.

**Figure 4 – Amazon Data Portability Developer Site – Configure the Amazon Data Portability service**



- (184) Third parties can also access detailed onboarding guidelines that supplement the step-by-step guide.<sup>61</sup> These guidelines provide comprehensive information on process steps, response times and timelines, required documentation, decision criteria and FAQs.
- (185) As a first step, the third party creates an Amazon developer account (referred to as Step 1). Second, the third party must submit business identity-related details and select whether it wishes to access Category 1 and/or Category 2 data via the “Contact Us” form to initiate the business identity and security assessment (Step 2).
- (186) At any time prior to or during the verification process, the third party can register for Login with Amazon and can access the developer documentation and code samples along with guidelines for integrating with the Portability API (Step 3 and Step 4). The third party is able to use the Portability API as soon as the verification process is complete. We have opened dedicated “Contact Us” channels for third parties to use to engage with our specialized team for troubleshooting issues both during the registration for Login with Amazon and integration with the Portability API, as well as throughout the lifetime of their use of the API.<sup>62</sup>

<sup>60</sup> See <https://developer.amazon.com/docs/amazon-data-portability/overview.html>.

<sup>61</sup> See <https://m.media-amazon.com/images/G/01/mobile-apps/dex/amazon-data-portability/adp-guidelines-2.pdf>.

<sup>62</sup> For onboarding resources for developers, see <https://developer.amazon.com/docs/amazon-data-portability/overview.html>. For “Contact Us” form, see <https://developer.amazon.com/support/contact-us>.

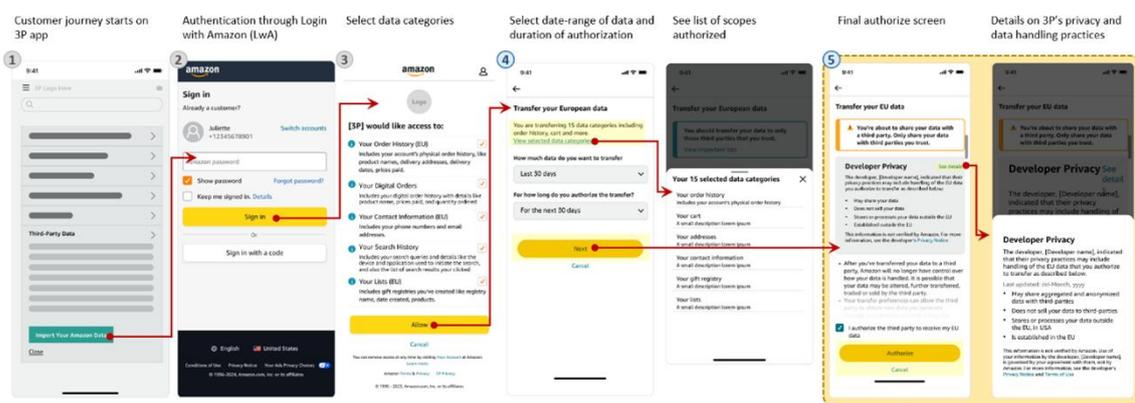
- (187) To integrate with our Portability API, third parties must complete business offering and data privacy and security verifications, as explained in **Section 2.1.2.ii.n.C** below.
- (188) Once integrated with the Portability API, third parties can embed a button on their user-facing application or website that, when clicked, directs users/customers to an Amazon Login page where the user/customer can log into their Amazon account and authorize the third party to receive their data directly, as explained in **Section 2.1.2.i.A.c.** below.
- (189) The data that is accessible by the third party corresponds to (i) the data categories the third party has indicated during the registration process it wishes to access for all Amazon customers, and (ii) within this subset, the specific categories of data each specific customer has authorized the third party to access.

*c. Description of the end-user's data sharing experience through our Portability API*

- (190) As explained above, our purpose-built Portability API allows third parties to embed a button on their user-facing website or application inviting their users to share their Amazon data with them.
- (191) Once a customer clicks on this button, they will be directed to an Amazon login page where they can log into their Amazon account using their Amazon account credentials, as shown in **Figure 5** below. As a security measure, we rely on two-factor authentication to authenticate the customer before they can select their preferences and authorize the data sharing. This aligns with the industry standards for authenticating user identity.
- (192) Once the customer successfully logs in, they are prompted to select the data category or categories they wish to share with the third party, as per the example shown in **Figure 5** below.
- (193) The customer is then offered choices with respect to the amount of historical data they wish to share. Customers are able to select from different date ranges. For instance, they will be able to choose data from the last 5 days, last 30 days, last 60 days, last one year, and finally, data that dates back to a specific date that the customer can select. For instance, a customer who has several years' worth of Amazon order history could choose to share all of it but could also choose to share only the most recent purchases (e.g., over the past 20 days). Then, the customer can select the duration of authorization over which the third party can have access to their data via Amazon. For instance, customers can authorize a one-time sharing experience, or allow the third party to access their data for the next 30 days, 90 days, 180 days, or one year, as illustrated in the figures below.
- (194) We have deliberately chosen a maximum data access period of one year for security purposes and to comply with our GDPR obligations. This feature ensures that a third party's API session does not stay active long after a customer has forgotten about their initial authorization. Customers who wish to continue sharing their data can return to the chosen third-party website or application and re-authorize sharing prior to or after the expiration of their originally chosen data sharing period.
- (195) Finally, customers are advised of the potential risks and consequences associated with transferring their data to third parties before they are invited to tick a box explicitly authorizing the third party to receive their data before clicking "Authorize".

- (196) Since the launch of its data portability solution, Amazon has implemented changes to make the solution even more transparent for customers when deciding to share data with third parties through Amazon’s Portability API. Customers will also be notified via email or SMS when they provide authorization for a third party to access their data.
- (197) The notification includes a summary of the scopes the customer authorized Amazon to share, the name of the third party authorized, and the duration of authorization. Customers also receive a notification when their authorization expires or when they revoke authorization through their Amazon account page. The customer’s third-party data portability workflow also includes a summary of the selected data scopes which will remind the customer of the data scopes they are authorizing the third party to access from Amazon.
- (198) Finally, customers are presented with a brief summary of the third party’s privacy and data handling practices within the customer’s third-party data portability authorization workflow, as shown in Step 5 of the screenshot in **Figure 5** below. The summary uses the third party’s responses to a questionnaire completed during their onboarding process as part of the Business Offering and Privacy Assessment. Specifically, customers are advised whether the third party has indicated if they intend to share or sell data with other third parties, or store or process data outside the EU. Customers are also advised whether the third party indicated that they are established outside the EU. This brief summary is presented to customers as a transparency measure, so customers are equipped with the information needed to provide informed authorization to sharing data with third parties within the meaning of Article 6(9).
- (199) The end-user data sharing authorization experience with third parties is illustrated in **Figure 5** below.

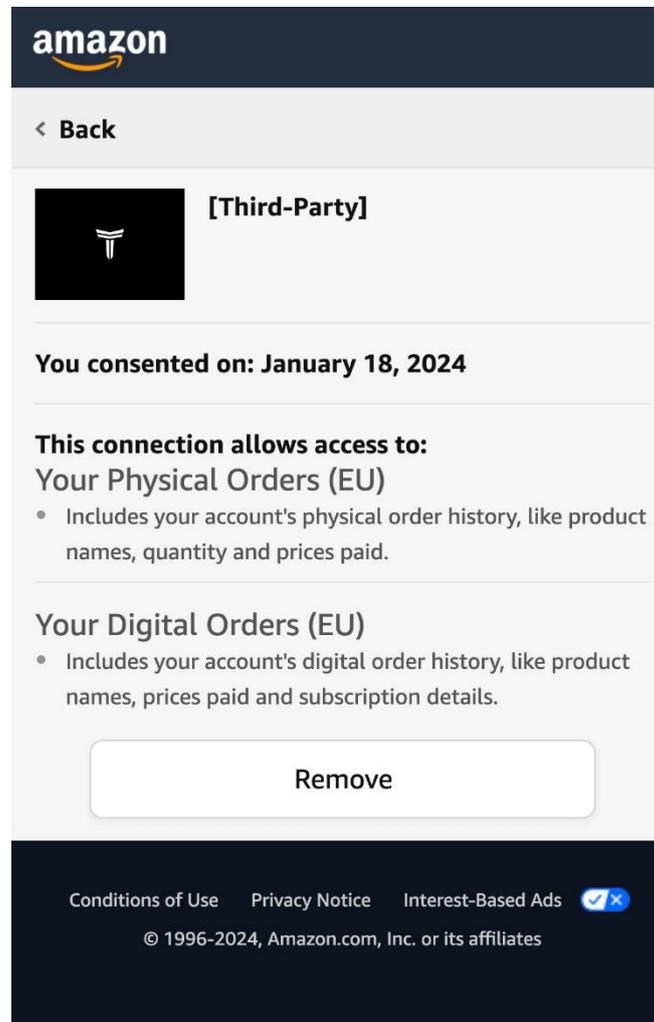
**Figure 5 – End-user data sharing authorization experience with third parties**



- (200) As further explained in **Section 2.1.2.ii.n** below, the purpose of this text is to ensure that customers are equipped with information to make informed decisions about their personal data, in compliance with our transparency obligations under the GDPR.
- (201) Based on the customer’s selections and authorizations, third parties have continuous access to data. Once authorized, third parties are able to request the customer’s data at any time and can create scripts to automatically call the API at selected intervals, for instance, on a daily basis.

- (202) Customers that have authorized data sharing under Article 6(9) will have the ability to modify their preferences by following the same steps outlined above. That includes removing access from any third party previously authorized. **Figure 6** below illustrates the customer’s Amazon account page, where the customer can make such modifications at any time by clicking on “*Manage apps & services with data access*”.

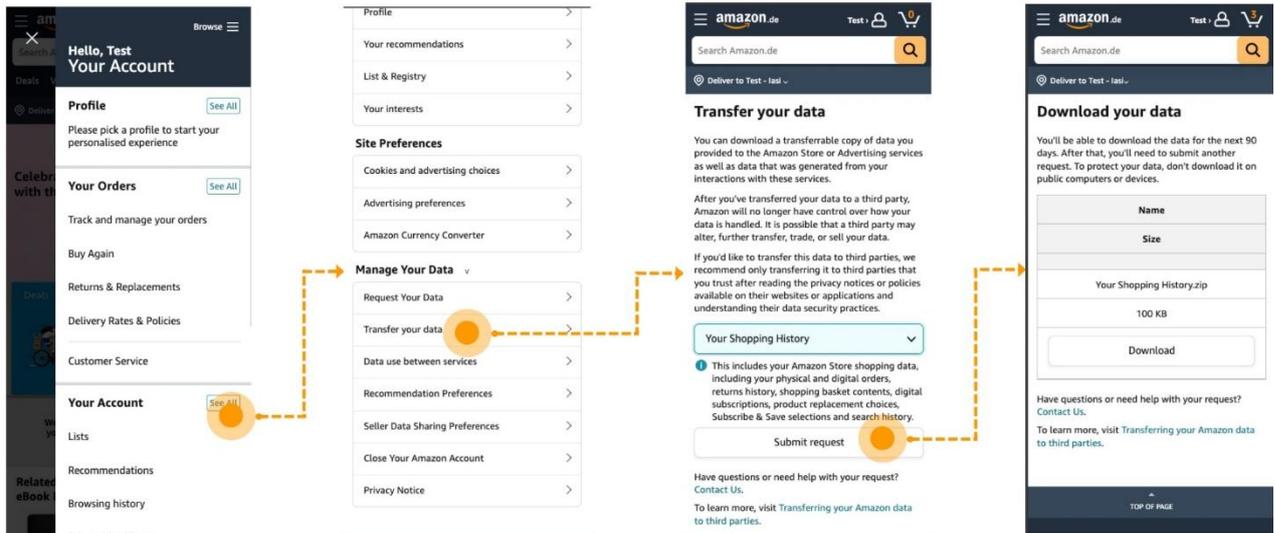
**Figure 6 – Manage apps & services with data access**



**d. Description of the end-user’s data download experience through our Transfer Your Data portal**

- (203) As an alternative data portability solution, customers can request to download a copy of their data and share it with any third party through our Transfer Your Data portal. The data available in the Transfer Your Data portal and the Portability API are the same. To share data this way, customers can go to their Amazon account page and click on “*transfer your data*”, as shown in **Figure 7** below.

**Figure 7 – Customer portability experience via the Transfer Your Data portal**



(204) Once customers submit a request in the Transfer Your Data portal, they receive a security email to confirm that they made the request. Upon confirmation, we process the request, and once the files are ready to be downloaded, we send a notification to the requesting customers inviting them to download their data. Customers can submit further requests at any time.

**e. Data format**

(205) Our customers are able to easily download or directly transfer their Amazon Store and Amazon Ads data in structured, usable and commonly used machine-readable formats (i.e., in JSON format).<sup>63</sup> Metadata are provided with each dataset, in the form of a JSON schema that customers and their authorized third parties may use to parse, validate, and interpret the data in order to make quick and effective use of it. An example is illustrated below.

<sup>63</sup> Data is available in JSON format in both the Portability API and the Transfer Your Data portal (although the files on the portal will be provided in a ZIP archive format in order to minimize data transfer burden for the end-customer).

**Figure 8 – Template of metadata**

```
{
  "$schema": "https://json-schema.org/draft/2020-12/schema",
  "title": "Physical Orders",
  "description": "Includes account's physical orders history, like product names, quantity and prices paid.",
  "type": "array",
  "items": {
    "type": "object",
    "properties": {
      "eventDate": {
        "type": "string",
        "format": "date-time",
        "description": "The date when the record was generated, in the ISO 8601 date-time format and UTC time zone (e.g., YYYY-MM-DDThh:mm:ss.sssZ - 2021-09-29T11:04:43.305Z)."
      },
      "orderDate": {
        "type": "string",
        "format": "date-time",
        "description": "The date when the customer placed the order, in the ISO 8601 date-time format and UTC time zone (e.g., YYYY-MM-DDThh:mm:ss.sssZ - 2021-09-29T11:04:43.305Z)."
      },
      "marketplace": {
        "type": "string",
        "description": "The marketplace where the record was generated, formatted according to ISO 3166-1 alpha-2 standard (e.g., DE).",
        "pattern": "[A-Z]{2}$"
      },
      "productName": {
        "type": "string",
        "description": "The title of the product as displayed on the Amazon Retail Website product page (e.g., Amazon Fire HD 10 tablet, 1080p Full HD, 32 GB, Lavender)."
      },
      "website": {
        "type": "string",
        "description": "The domain of the Amazon Retail Website where the order was placed (e.g., Amazon.fr, Amazon.de, Amazon.com.be, etc.)."
      },
      "orderId": {
        "type": "string",
        "description": "The unique identifier for an order which the product belongs to (e.g., 701-7195934-7003458)."
      },
      "currencyCode": {
        "type": "string",
        "description": "The currency code for the price, formatted according to ISO 4217 standard (e.g., EUR, GBP, etc.)."
      },
      "quantity": {
        "type": "integer",
        "description": "The quantity of the product (e.g., 5)."
      },
      "productCondition": {
        "type": "string",
        "description": "The condition of the product, whether it is used or new (e.g., New, Used)."
      },
      "totalOwed": {
        "type": "number",
        "description": "The total price of the order including all charges and discounts (e.g., 21.39)."
      }
    },
    "unevaluatedProperties": false,
    "required": [
      "marketplace",
      "eventDate",
      "orderDate"
    ]
  }
}
```

***f. Changes to our existing document upload technology***

(206) Technical information on Amazon’s front-end and back-end document upload technology.

***g. Datasets transferred in response to data portability requests pursuant to Article 6(9)***

(207) Customers can transfer data from the categories below. Customers also have the option to download all the data categories by selecting “request all your data”.

**Table 2 – Categories of data**

<b>Category 1 data scopes</b>	
<b>Your Profile</b>	This includes profile photo, cover photo, bio, and configured privacy settings.
<b>Your Reviews</b>	This includes Amazon Store product and Seller reviews.
<b>Category 2 data scopes</b>	
<b>Your Account</b>	This includes Amazon Store account information such as your addresses, contact details, and shopping attributes including apparel color & fit preferences and product preferences.
<b>Advertising</b>	This includes Amazon Advertising details such as ads clicked on and interest-based ads preferences.
<b>Your Lists</b>	This includes Amazon Store list information such as shopping lists, wishlists, and gift registries.
<b>Your Shopping History</b>	This includes Amazon Store shopping data including your physical and digital order, returns history, shopping cart contents, digital subscriptions, product replacement choices, subscribe & save selections, and search history.

- (208) Amazon has made the detailed description of available datasets under Article 6(9) accessible on its dedicated developer site.<sup>64</sup>
- (209) Third parties are invited to use the “*Contact Us*” form on the developer site<sup>65</sup> and to select the “*Amazon Data Portability*” category and the “*Feedback & Feature Requests*” topic in the event the data they would like to access is not covered by the datasets currently offered. Amazon’s dedicated engineering team will reply and assess these requests for additional datasets. The relevant “*Contact Us*” form with the “*Feedback & Feature Requests*” selection is shown in **Figure 9** below.

<sup>64</sup> See <https://developer.amazon.com/docs/amazon-data-portability/available-scopes.html>.

<sup>65</sup> See <https://developer.amazon.com/support/contact-us>.

**Figure 9 – Amazon Data Portability Developer Site Contact Us Form – Feedback & Feature Requests**

## Contact Us

You have reached the developer support channel for Amazon technologies. If you have a general consumer inquiry or need help setting up an Amazon device, please contact Amazon Customer Support.

You can also reach out to the Amazon developer community for help or feedback on developer related topics by posting questions on the appropriate forum space.

**Company Name**  
Default User

**Name**  
[Redacted]

**Category**  
Amazon Data Portability

- Technical Issues
- Identity & Security Assessment
- Allowlisting & Integration Updates
- ✓ Feedback & Feature Requests

**Message**

Please fill up the below detail(s):

Email Address:  
Description:  
Use-case for feature/feedback:  
Size of opportunity for feature:

You will need to fill in the template to proceed

**Attach a file**

Choose File No File Chosen

Maximum file size is 5MB. Supported formats: [pdf, jpg, png, jpeg, doc, docx, txt, xls, xlsx, csv]

Cancel Send

(210) Similarly, customers can also request additional datasets through the “*Contact Us*” forms on the end-user data portability page and the Amazon Data Portability Customer Help Page. The relevant “*Contact Us*” forms are shown in **Figure 10** and **Figure 11** below.

Figure 10 – Amazon Data Portability Customer Contact Us Form

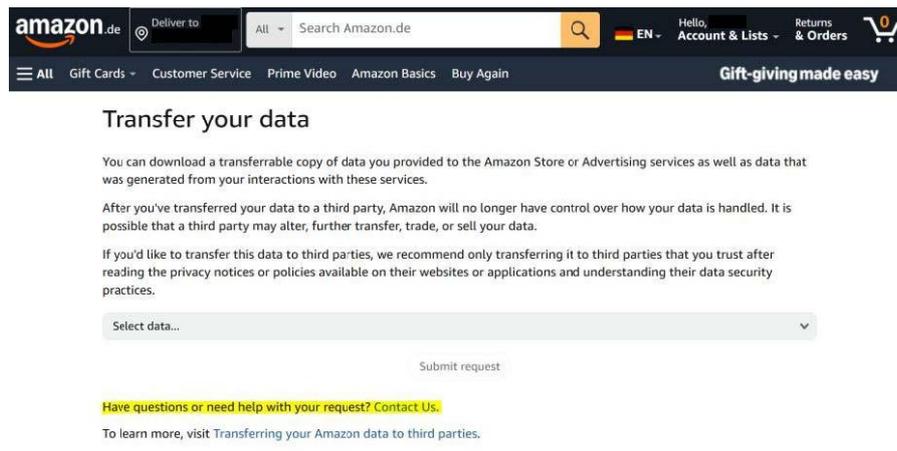
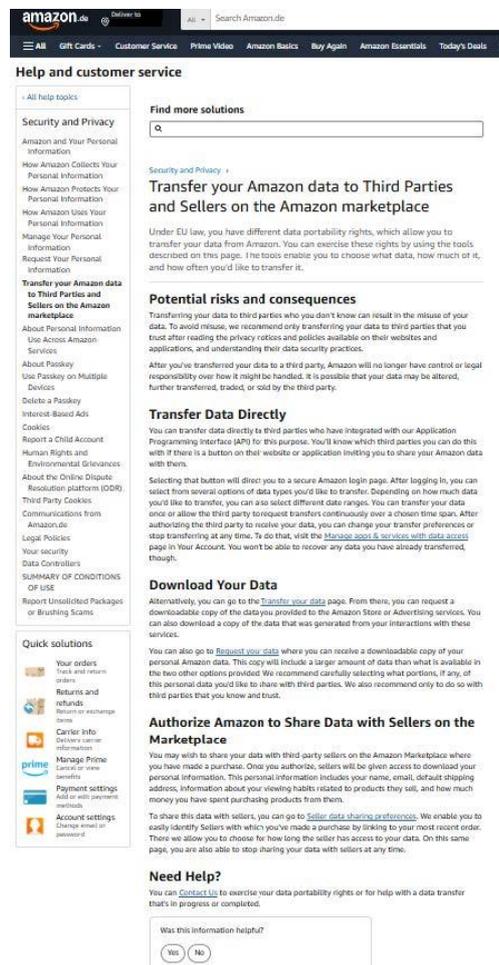


Figure 11 – Amazon Data Portability Customer Help Page



ii) **specific information (including, if applicable, data points, visual illustrations and recorded demos<sup>66</sup>) 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;**

(211) Amazon has created two front-end solutions to comply with Article 6(9): the Portability API service and the Transfer Your Data portal. We provide explanations regarding both in **Section 2.1.2.i)** above.

(212) Prior to the launch of the two above-mentioned solutions, customers could create a request for specific categories or all of their Amazon data, and then transfer it to any third party of their choice. With the launch of the two new front-end solutions, customers have access to their Amazon Store and Amazon Ads data more readily, in a machine-readable format, and can directly authorize a third party to access their data from Amazon.

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

(213) 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;**

(214) The scope of the measures ensuring Amazon's compliance with Article 6(9) 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);**

(215) Amazon has implemented the measures to comply with Article 6(9) 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);**

(216) The technical changes made in connection with our Article 6(9) compliance are described in **Section 2.1.2.i)** above.

f) **any changes to the customer experience made in connection with the implementation of the measure concerned (e.g.,**

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<sup>66</sup> For example, this may be particularly relevant to illustrate changes impacting user journeys.

**changes in the customer interface, choice screens,<sup>67</sup> consent forms,<sup>68</sup> warning messages, system updates, functionalities available, or customer journey to access functionalities<sup>69</sup>);**

(217) The customer facing features introduced as part of the measures that ensure compliance with Article 6(9) are described in **Section 2.1.2.i)** above. In **Section 2.1.2.i)** above, Amazon also describes the improvements made to Amazon’s customer portability experience to help customers make informed decisions regarding the sharing of data with third parties.

**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);**

(218) Article 6(9) requires data portability to be effective and free of charge. Amazon has not made any changes to its terms and conditions to comply with this obligation.

(219) As the Portability API is a new API program, Amazon requires all third parties to agree to the Portability API Schedule (within the Login with Amazon services Agreement).<sup>70</sup>

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

(220) Since launch we have taken steps to update our Information Security Check process (detailed below) for screening third parties that request Category 2 data. This has included streamlining our assessment so that it is more tailored to the portability use case.

(221) Other relevant changes made in connection with the implementation of the new measures to comply with Article 6(9) are described in the above Sections.

**i) any consultation<sup>71</sup> 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**

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<sup>67</sup> 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.

<sup>68</sup> 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.

<sup>69</sup> 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.

<sup>70</sup> For the Portability API Schedule, see <https://developer.amazon.com/de/support/legal/login-with-amazon>.

<sup>71</sup> This information should include a description of the methodology for the consultation.

**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;**

(222) Based on the feedback received so far from several online retailers operating in the EU, we can confirm that datasets that third parties typically wish to receive are made available as part of our data portability solutions.

(223) Third parties can also request access data not listed in “Available Amazon Data Portability LWA Scopes”<sup>72</sup> page. Such requests can be made on the Amazon Data Portability site using the “*Contact Us*” form, available through the “*Upcoming Amazon Data Portability LWA Scopes*” page.<sup>73</sup> We have a dedicated engineering team responding to feature-related requests including this one.

**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;**

(224) 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;**

(225) Amazon initially assessed the extent to which existing GDPR tools could be used to address portability requests under Article 6(9). As the scopes of Article 20 GDPR under which Amazon receives portability requests, and Article 6(9) are different, Amazon has implemented new tools to comply with Article 6(9). Unlike Article 6(9), which covers Amazon’s designated CPSs, Article 20 GDPR applies across all Amazon services, to the extent that the data processing at issue is covered by the GDPR.

**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;**

(226) Amazon launched a dedicated developer page (namely, “**Amazon Data Portability**”) and published detailed onboarding guidelines<sup>74</sup> to provide third parties with step-by-step guidance to completing the business identity and security assessment and integrating with the Portability API. Amazon further introduced automated customer notifications for third-party data portability through text or email alerts whenever there

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<sup>72</sup> See <https://developer.amazon.com/docs/amazon-data-portability/available-scopes.html>.

<sup>73</sup> See <https://developer.amazon.com/docs/amazon-data-portability/upcoming-scopes.html>.

<sup>74</sup> See Amazon’s onboarding guidelines, available here: <https://m.media-amazon.com/images/G/01/mobile-apps/dex/amazon-data-portability/adp-guidelines-2.pdf>

is a change in the third-party data portability status. Amazon also made improvements to the third-party security portal interface to ensure third-party data requesters can easily access support during the assessment process. The publicly available FAQs page<sup>75</sup> provides clear instructions on how third-party data requesters can submit additional information or context. Amazon also launched a help page for customers with guidance on how to transfer their Amazon data to third parties. Amazon published links to these websites on its DMA blog.

(227) In addition, 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(9).

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

(228) 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;**

(229) Amazon has a longstanding commitment to protecting our customers’ personal data. We take the obligations we have with respect to our involvement in personal data transfers very seriously. Customers face security risks when they transfer their personal data to third parties. For instance, a customer’s purchasing history may contain information that bad actors can use to harm them. In order for Amazon to protect customers against security risks and meet its own obligations under the DMA and the GDPR, Amazon has implemented reasonable and proportionate safeguards.

(230) We undertake two steps in order to build a secure way for our customers to share their data pursuant to Article 6(9) and to comply with our data security obligations. First, we undertake identity and security vetting of third parties seeking access to Amazon’s Portability API. Second, we inform users to the potential risks and consequences of sharing their personal data with third parties. These steps are necessary to comply with our obligations under the DMA and GDPR.

#### ***A. Relevant data security obligations***

(231) The DMA is clear that designated companies must take appropriate measures to protect the security of personal data, including when they enable end users to port such data to third parties under Article 6(9). Article 8(1) states that designated companies, when implementing the measures set out in Article 6, “*shall [...] compl[y] with applicable law, in particular Regulation (EU) 2016/679,*” i.e., the GDPR. When a designated company ports personal data to a third party pursuant to Article 6(9), it is a controller for that processing under the GDPR. The GDPR requires controllers to adopt “*appropriate technical or organizational measures*” to protect the security of personal data, and to be

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<sup>75</sup> See Amazon third party security portal FAQs/User Guide, available here: <https://tpublic.s3.amazonaws.com/Third+Party+Portal+FAQs+Overall.pdf>

able to demonstrate that they have done so.<sup>76</sup> They are also required to “ensure a level of security appropriate to the risk”.<sup>77</sup> Such risks specifically include “identity theft or fraud, financial loss, damage to the reputation”.<sup>78</sup> Designated companies must take into account the risks posed both to the data subjects themselves and to all other natural persons.<sup>79</sup>

## **B. Specific security risks**

(232) A free-to-use API such as the Portability API, which any authorized third party can use to access potentially large amounts of personal data of Amazon end users raises potential security risks. There is a risk that bad and negligent actors will use our customers’ personal data for purposes that are inconsistent with the fundamental rights and interests that the GDPR seeks to protect.

(233) Among these risks:

1. Bad actors may seek to access Amazon customer data (such as purchase histories, financial information, or other personal data) through the Portability API for unauthorized or unlawful purposes such as identity theft or financial fraud; selling the data to other parties without the end user’s consent and/or adequate disclosures;<sup>80</sup> using the data to blackmail or publicly embarrass the data subject or others;<sup>81</sup> gaining unauthorized access to personal accounts of the data subject or others; targeting the data subject with illegal or other harmful content; or engaging in unfair competition with third parties (which may include natural persons). When operating at scale, such bad actors may also pose risks to Amazon or its business partners, or even to national security or other vital EU interests.
2. Third parties on government sanctions lists and with whom Amazon is prohibited from engaging, could also seek to integrate with our Portability API in order to gain access to data that Amazon would not have otherwise shared with them.
3. Customers may request Amazon to share data with a third party that does not have appropriate measures in place to secure the data within their own systems. This could be a negligent actor or a non-European entity who is outside the scope of the GDPR entirely. Although these third parties will have an obligation under the GDPR to adequately secure customer data once it reaches their systems, Amazon, in transferring customer data to these third parties, must comply with its own security obligations as the controller of that processing under the GDPR. This includes the obligation to take appropriate measures to protect against risks to the

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<sup>76</sup> See Article 5(2) GDPR states that controllers “shall be responsible for and be able to demonstrate compliance with” (emphasis added), this obligation.

<sup>77</sup> See Article 5(1)(f) GDPR.

<sup>78</sup> See Recital 75 GDPR.

<sup>79</sup> Article 32(1) GDPR specifies that the controller’s assessment of these security risks must take into account “the risk of varying likelihood and severity for the rights and freedoms of natural persons”, i.e., not just risks to the data subject alone.

<sup>80</sup> The US Federal Trade Commission (FTC) also acknowledges the risks relating to data trading practices. The FTC recently fined Avast (an antivirus software company) for tracking consumers’ browser information and then selling it to third-party companies through one of its affiliates without disclosing its data sharing practices truthfully. See <https://www.ftc.gov/business-guidance/blog/2024/02/ftc-says-avast-promised-privacy-pirated-consumers-data-treasure>.

<sup>81</sup> Virgin Media’s data breach illustrates these risks, which in that case included scams such as “phishing emails, account takeovers and identity theft”. See <https://www.infosecurity-magazine.com/news/virgin-media-compensation-data/>.

data subject or other natural persons, and to be able to demonstrate that Amazon has fulfilled this obligation.<sup>82</sup>

### *C. Third-party identity and security verifications*

(234) In light of these data security risks and our concomitant obligations and customer commitments, we have created a two-tiered business identity and data security assessment, based on the sensitivity of end user data that a third party intends to access. The developer documentation we offer third parties for the purposes of integrating with the Portability API sets out the Category 1 and Category 2 data and the verifications required to access each.

(235) Category 1 data can be accessed by passing the following verifications:

1. **Business Identity Check.** This includes, for instance, requesting and reviewing the third party's business registration and license, name, address, and personal details of the authorized business representative engaging with Amazon for the purposes of registering for the Portability API. This identity verification is necessary to ensure that, when a customer subsequently requests Amazon to share their personal data with a third party, we in fact share the data with the correct third party.

To improve the experience of third-party data requesters, Amazon has deployed Instant Identity Verification (“I2V”) to enhance efficiencies and improve scalability. Unlike the previous identity verification process, which included a mandatory video call, I2V does not require a scheduled interview or live meeting. This automated solution verifies: (i) that the third-party data requester is a live person (not a still image or deepfake), (ii) the authenticity of government-issued ID documents and business licenses, and (iii) a match between the third-party data requester's facial image and submitted documentation.

2. **Denied Party Screening.** This ensures that the third party is not on any government denied parties lists (including, for instance, terrorist groups, drug traffickers, etc.), or located in a sanctioned region. Allowing such third parties to integrate with Amazon's Portability API to extract our customers' personal data could expose the customer, or other third parties, to substantial harm, and could expose Amazon to civil or criminal liability and penalties.
3. **Business Offering and Privacy Assessment.** Amazon poses questions to the third party requesting authorization to adequately understand the services the third party offers to EU users and the third party's security and privacy safeguards. This approach reflects our experience from the applications Amazon handled following 6 March 2024 which included data brokers and entities operating outside the EU. The information we request allows us to prepare a summary to our customers that assists them in taking informed decisions on authorization requests (see above in paragraph (198)).

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<sup>82</sup> Once customer data leaves Amazon's systems, it can be subject to attacks and data breaches in the systems of the third parties who do not have adequate control measures in place. In addition to being detrimental to our customers, data breaches that occur in a third party's system could compromise Amazon's incident reporting and investigation obligations under GDPR. For instance, it may be difficult for us to prove that the breach took place not on our system, but rather on the third party's system. For the same reasons, such data breaches could also compromise the customer trust that we have built up over years of investment in Amazon's data security infrastructure and processes.

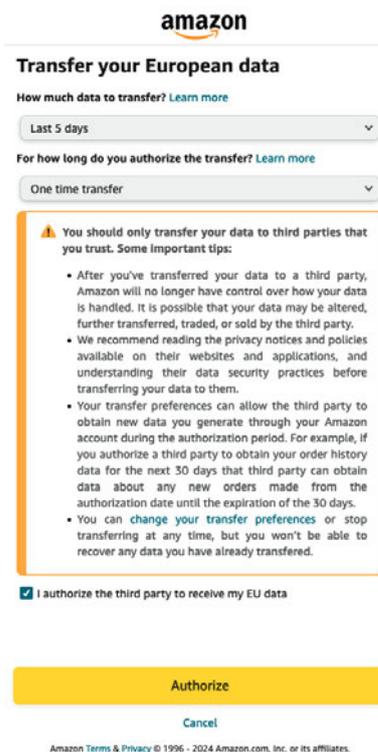
(236) Category 2 data can be accessed by completing the above verifications in addition to the Security Onboarding Review.

4. **Security Onboarding Review (SOR).** The third party completes the SOR to enable us to verify that it is capable of securely handling personal data prior to data transmission. The review involves a standardized questionnaire the third party must answer, with supporting evidence where required. The onboarding guidelines<sup>83</sup> and FAQ page<sup>84</sup> provides a step-by-step guide for third parties to provide the necessary information for the purpose of the SOR.

#### ***D. Appropriate warnings to customers***

(237) Given the very real risks we have called out above, we inform our customers about the potential risks and consequences of sharing their personal data with third parties, in particular those they do not know, as illustrated in the figure below. It is important to us that our customers read the privacy notices of third parties, investigate their security policies, and understand what rights that third party has in their data once they have control of it. Customers are assisted in this task by the summary we provide them of the information we collect from third parties requesting access.

**Figure 12 – Appropriate warnings**



**o) any type of market analysis or testing (in particular A/B testing<sup>85</sup>), business user surveys or consumer surveys or end**

<sup>83</sup> See Amazon's onboarding guidelines, available here:

<https://m.media-amazon.com/images/G/01/mobile-apps/dex/amazon-data-portability/adp-guidelines-2.pdf>

<sup>84</sup> See <https://tpspublic.s3.amazonaws.com/Third+Party+Portal+FAQs+Overall.pdf>.

<sup>85</sup> 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,<sup>86</sup> that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;<sup>87</sup>**

(238) Amazon has conducted user testing with customers and have collected feedback from retailers operating in the EU. For additional detail, 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;<sup>88</sup>**

(239) Amazon has conducted user testing with customers and have collected feedback from retailers operating in the EU. For additional detail, 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;**

(240) According to Recital 59, the objective of Article 6(9) is to facilitate switching or multihoming of end users by granting them and authorized third parties effective data portability of the data that the end users generated or provided through their activity on the relevant designated CPS.

(241) Since the launch of the two DMA portability solutions, end users have the right to effectively port their data in line with Article 6(9) objective by design. Our portability solutions are transparent, as both end users and third parties have access to publicly available guidance on how to port their data on our developer and customer help pages. The links to these websites are also available on Amazon’s DMA blog.

(242) While figures corresponding to the uptake of data portability opportunities by end users and authorized third parties do not demonstrate the “*effectiveness*” of compliance with the obligation, Amazon regularly monitors customer download requests and third parties’ requests to access the Portability API.

**r) any relevant data<sup>89</sup> 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**

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<sup>86</sup> 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)).

<sup>87</sup> The full methodology for any analysis, testing or survey shall be included in the Compliance Report.

<sup>88</sup> The full methodology for any analysis, testing or survey shall be included in the Compliance Report.

<sup>89</sup> Reported on a sufficiently disaggregated basis to be informative (for example, by reference to each business user) and, if applicable, per type of device.

**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;**

(243) As noted in **Section 2.1.2.ii.q)** above, Amazon monitors customer download requests and third parties' requests to access the Portability API are monitored. Between 1 January and 31 December 2025, Amazon has received [Confidential] data portability download requests from [Confidential] customers. Amazon further received a total of [Confidential] requests to access the data portability API submitted by third parties, with [Confidential] requests by third parties who are valid businesses (i.e., provided the information required to verify their business identity and conduct a denied party screening). The remaining [Confidential] requests included (i) where the third party was patently not a genuine applicant (e.g., providing "dummy" information and documentation), (ii) third parties providing incomplete data, and (iii) where the third party appeared to have abandoned the process by failing to supply the requested information.

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

(244) Please refer to **Section 2.1.3** below for a description of the internal monitoring conducted in relation to our data portability solutions.

**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).**

(245) To access the Portability API, a third party must create an Amazon developer account. It can then submit its business identity-related details and select whether it wishes to access Category 1 and/or Category 2 data via "*Contact Us*" form to initiate the business identity and security assessment. The third party has access to the Portability API as soon as the verification process is complete. Once integrated with the Portability API, the third party can embed a button on its customer-accessible application or website that, when clicked on, directs users to an Amazon Login page where they can log into their Amazon account and authorize the third party to receive their data directly. Further information on the procedure for third parties to access the Portability API is provided in **Section 2.1.2.ii.a)** above.

**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).**

- (246) Amazon monitors on a monthly basis whether customers can access their data through the self-service download portal, and whether authorized third parties are accessing customer data via the Portability API.

**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.**

- (247) The head of the DCF provides periodic progress updates to the Board of Managers of AEC. 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.<sup>90</sup>**

- (248) Amazon provides end users or business users with the ability to contact us via our customer service contact channels.

- (249) Multiple channels are available for third-party data requesters to contact Amazon’s dedicated teams for support and guidance throughout the onboarding process, as well as to provide feedback on our processes. Amazon refines its procedures in response to such feedback to ensure transparency, consistency and a seamless onboarding experience for third party data requesters. In response to feedback, Amazon has made process improvements, including: i) implementing I2V to reduce delays and improve scalability (as described in **Section 2.1.2.ii.n**); ii) streamlining the SOR to apply a risk-based and proportionate verification process for data portability use cases, adapted to reflect the level of sophistication and risk profile of each third-party data requester (as described in **Section 2.1.2.ii.n**); and (iii) publishing clear and detailed onboarding guidelines that outline process steps, timelines, required documentation, decision criteria and FAQs to enhance accessibility and transparency (as described in **Section 2.1.2.i.b**).

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<sup>90</sup> 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.

## **Regarding Article 6(10)**

**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.’**

(250) Amazon confirms that from 6 March 2024, it complied with the obligations laid down in Article 6(10) for Amazon Store and Amazon Ads.

**2.1.2 An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data<sup>91</sup> 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**

(251) Under Article 6(10), designated companies must provide business users and authorized third parties with “*real-time access*” to, and use of, data generated through their use of the company’s covered service. This includes personal data, including contact information, about customers that engage with a business user’s offer, provided that the customer has consented to sharing such information. Business users of the Amazon Store are third-party merchants who offer and sell products and services in the Amazon Store (i.e., Sellers). Business users of Amazon Ads are Advertisers and Publishers.

(252) This Section focuses only on the Amazon Store’s compliance with Article 6(10) because Amazon Ads’ compliance with Article 6(10) is covered by the measures we have implemented to comply with Articles 5(9), 5(10), and 6(8). In particular, Amazon provides advertising business users (including Advertisers, Publishers, and authorized third parties) different categories of data that help them understand the pricing, impact, and performance of advertising campaigns. This includes (i) real-time pricing information and our invoices itemized fees charged (including total cost and billed fees by category) (ii) additional reports containing pricing information, including on the fees paid by the Advertiser, and received by the Publisher (such as any deductions and surcharges) (iii) aggregated data and extensive online reporting to review ad performance (with each ad type having its own reporting capabilities). This has been implemented together with the introduction of a new clean room environment where

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<sup>91</sup> 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.

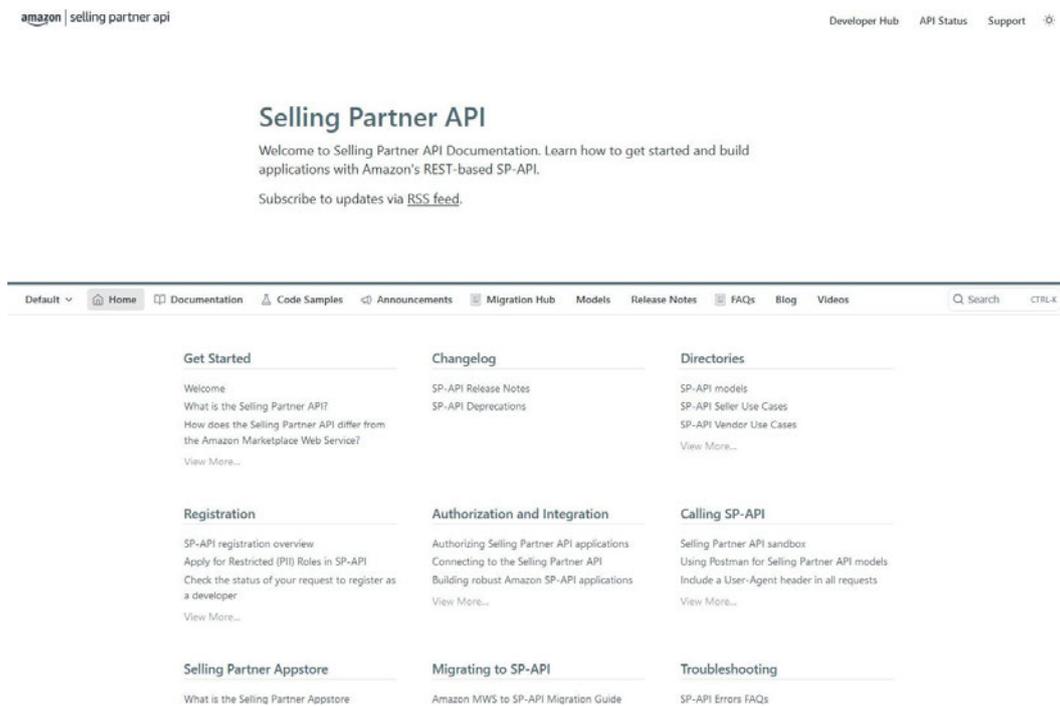
Advertisers can independently verify the performance of their ad campaigns. These measures are covered in more detail in Annex 2, under **Section 2.1.2.i** of Article 6(8).

- (253) This Section provides an overview of the business user access solutions that Amazon has in place to comply with Article 6(10). Specifically, this Section describes Amazon’s existing practices to comply, including the significant amount of data already available to Sellers with a professional selling account at any time via Seller Central. It also describes Amazon’s additional compliance measures including the user experience that we built for data access, as well as the additional reporting of customer personal information that we are providing.

***A. Amazon’s existing practices: Business user data that was already available to Sellers***

- (254) Sellers and their authorized third parties already had access to a number of reports through Seller Central, and as such Amazon was – for the most part – already compliant with Article 6(10).
- (255) Seller Central provides Sellers with access to various tools and downloadable reports on listings, returns, inventory, orders, product recommendations, payments, feedback, analytics, and more.
- (256) Amazon supports Sellers in finding and using the information available on Seller Central. Amazon does this by way of regular notifications on the Seller Central homepage and email updates to Sellers when new tools or reports are added, plus by providing Sellers with access to Seller University. Seller University provides an overview of available tools and applications, step by step guides, and free training videos. For example, Seller University offers a “*get to know Amazon Seller Central*” course which covers the key sections across Seller Central, including many areas where Sellers can access data (e.g., Homepage, Inventory Dashboard, Business Reports, etc.). Seller University also offers in-depth courses on specific data resources that available to Sellers (e.g., advertising metrics, analytics, Inventory report, Return reports, etc.). Amazon also seeks to design tools in Seller Central to be intuitive and self-service, so that Sellers can use them without specialized training.
- (257) Sellers with a professional selling account can also access much of the information on Seller Central via the Selling Partner Application Programming Interface (“**SP-API**”) Library, the home screen of which is shown in **Figure 13**.
- (258) The SP-API is an Amazon API, accessible through Seller Central, that allows: (i) Sellers with professional selling accounts; and (ii) authorized third parties that are registered as SP-API developers (“**Authorized Third-party Developers**”) to integrate their applications or tools in order to receive programmatic access to data and functionalities such as inventory management, order handling, pricing, payments and reporting.

**Figure 13 – Home screen of Selling Partner API Library**



- (259) Applications or tools using the SP-API can increase selling efficiency and improve response time to customers, helping Sellers grow their businesses. To access the SP-API, a Seller must register as a private SP-API developer.<sup>92</sup> Alternatively, Sellers that want to use SP-API for their business, but do not want to do it themselves, can seek out an Authorized Third-party Developer for the specific service and can authorize the third-party developer via Amazon's user authentication system called Login with Amazon. Once the authentication has taken place, the Authorized Third-party Developer can call the SP-API on behalf of the Seller and provide results within the Authorized Third-party Developer's interface or application. Authorized Third-party Developers can advertise and make their applications available to Sellers through an app store that Amazon operates for the benefit of Sellers and Authorized Third-party Developers.
- (260) The first step of the registration process requires the third-party developers and eligible Sellers that wish to register as developers to complete a Developer Profile. The Developer Profile collects the organization's contact information, information about the data required via Amazon Services APIs, and security and use information to ensure compliance with Amazon's Acceptable Use Policy, Data Protection Policy, Amazon Services API Developer Agreement, and access requirements.<sup>93</sup>
- (261) Once a Developer Profile is submitted, we review the responses to ensure adherence to our policies, and to safeguard customer and Seller data security and privacy. This policy review includes reviewing the third-party developers or Sellers proposed use case for the data to which they request access. This is defined by the access role chosen by the third-party developers or Sellers, as well as adherence to standard access management policies such as data retention, data encryption, asset management, and logging and

<sup>92</sup> For guidance on how to register as a Developer, see <https://developer-docs.amazon.com/amazon-shipping/docs/registering-as-a-developer>.

<sup>93</sup> To access Amazon's policies and agreements, see <https://developer-docs.amazon.com/sp-api/docs/policies-and-agreements>.

monitoring. The assessment could take as little as a number of minutes, depending on the level and accuracy of the information provided by the third-party developers or Sellers. The third-party developers or Sellers that satisfy the requirements are approved for API access and can begin building an application to access data from SP-API. Third-party developers or Sellers that do not satisfy the requirements are provided with detailed information about any gaps, which includes identification of any questions that they did not answer. Third-party developers or Sellers are also provided with links to applicable policies, technical papers, and information on how to reapply. Excluding third-party developers or Sellers who fail the assessment for fraud-related issues, third-party developers or Sellers who have failed their assessment or require additional API access can resubmit their Developer Profile.

(262) Authorized Third-party Developers or Sellers only need to register as a developer once, in any region and Amazon Store of choice, to have continuous access to the SP-API and its reports.

(263) Sellers have continuous access to Seller Central to make requests for this data.

(264) **Table 3** below details a selection of the APIs available to Sellers through this SP-API.

**Table 3 – Selection of APIs available via SP-API**

<b>Most common Selling Partner APIs</b>	<b>Description</b>
<b>A+ Content API</b>	Enables selling partners to create and edit A+ content. A+ content refers to high-quality product detail page content. This can include images and text, as well as other features like comparison tables.
<b>Catalogue Items API</b>	Catalogue items API provides detailed information about items in the Amazon catalogue such as: <ul style="list-style-type: none"> <li>• Summarized item details;</li> <li>• Attributes;</li> <li>• Product identifiers;</li> <li>• Sales rankings;</li> <li>• Relationships (i.e., between different variations of a product);</li> <li>• Images.</li> </ul>
<b>Fulfilled by Amazon (FBA) Inbound Eligibility API</b>	FBA Inbound Eligibility API facilitates Authorized Third-party Developers to build applications that let Sellers get eligibility previews for items before shipping them to Amazon’s fulfillment centers. With this API, Sellers can find out if an item is eligible for inbound shipment to Amazon’s fulfillment centers in a specific Amazon Store. Sellers can also find out if an item is eligible for using the manufacturer barcode for FBA inventory tracking, such that they

<b>Most common Selling Partner APIs</b>	<b>Description</b>
	do not need to attach their own label. Sellers can use this information to inform their decisions about which items to ship to Amazon's fulfillment centers.
<b>FBA Inventory API</b>	The FBA Inventory API allows Sellers to track the real-time availability of your inventory in Amazon's fulfillment network at the Amazon Store level. Sellers can get details such as listing condition and inventory quantities including <i>fulfillable</i> , <i>inbound</i> , <i>reserved</i> , <i>unfulfillable</i> , and <i>researching</i> .
<b>Finance API</b>	The Finance API helps Authorized Third-party Developers and Sellers registered as a private SP-API developer obtain financial information relevant to a Seller's business. Sellers can obtain financial events for a given order, financial event group, or date range without having to wait until a statement period closes. Sellers can also obtain financial event groups for a given date range.
<b>Fulfillment Outbound API</b>	The Fulfillment Outbound API lets Authorized Third-party Developers create applications that help a Seller fulfill Multi-Channel Fulfillment orders using their inventory in Amazon's fulfillment network, and to get information on potential and existing fulfillment orders.
<b>Listings API</b>	The Listings API enables Authorized Third-party Developers to create, edit, delete, and retrieve details about Amazon listings for a Seller. This includes product facts, such as item titles, and sales terms, such as price and inventory.
<b>Messaging API</b>	The Messaging API enables Sellers to send supported message types to customers after they place an order. Sellers can send a variety of message types. For certain message types, the Seller can include custom message text and/or attachments.
<b>Notifications API</b>	The Notifications API lets Authorized Third-party Developers subscribe to notifications that are relevant to a Seller's business. Using this API, you can create a destination to receive notifications, subscribe to notifications, delete notification subscriptions, and more. Instead of polling for information, your application can receive information directly from Amazon when an event triggers a notification to which you are subscribed. You can subscribe to notifications on behalf of Sellers. The types of notifications include branded item content changes, product type name changes, certain order status changes, and B2B offer changes.
<b>Orders API</b>	The Orders API helps Sellers programmatically retrieve order information. Using this API Sellers can retrieve order information according to a specified filter (e.g., created or updated during a

<b>Most common Selling Partner APIs</b>	<b>Description</b>
	particular timeframe) or confirm the shipment status for a specified order. It can also be used to edit shipment details of orders that have been shipped.
<b>Pricing API</b>	The Product Pricing API helps Sellers compete for Featured Offer placement on the product detail page for items listed in new condition that ship nationwide. To compete for selection as the Featured Offer, the Seller and their listed items must be eligible. The Seller will receive the Featured Offer Expected Price (FOEP) for an SKU (stock keeping unit).
<b>Product Fees API</b>	The Product Fees API retrieves product fees for multiple products. The <i>getMyFeesEstimates</i> operation can be used to get product fee estimates for a list of products and Amazon Store in the EU, and then set prices based on those fee estimates.
<b>Reports API</b>	The Reports API can be used to build applications that get reports from Amazon to help Sellers manage their business. The API provides reports for a variety of use cases including monitoring inventory, tracking orders for fulfillment, getting tax information, tracking returns and Seller performance, managing a selling business with Fulfillment by Amazon, and more.
<b>Sales API</b>	The Selling Partner API for sales provides Sellers with sales performance information. This is achieved through returning aggregated order metrics for a given period of time, broken down by granularity, and customer type.
<b>Services API</b>	The Services API enables service providers to get and modify their service orders.
<b>Shipping API</b>	The Amazon Shipping API is designed to support outbound shipping use cases both for orders originating on Amazon- owned Store as well as external channels/stores. With these APIs, you can request shipping rates, create shipments, cancel shipments, and track shipments.
<b>Solicitations API</b>	The Solicitations API enables Sellers to send consistent, high-quality solicitations to customers. Sellers can request both a product review and Seller feedback by sending a single template-based email.

## ***B. Amazon’s further compliance measures***

### ***a. Additional reports available to Sellers***

(265) In addition to the reports that were already accessible, Amazon provides an incremental report called the End User Data Access report that contains customer personal

information such as name, email, primary address, as well as the Seller’s glance views and gross merchandise sales. This report is offered to all Sellers via Seller Central as well as to Sellers with a professional selling account (or authorized third parties) via SP-API. In addition, analytics are also shared with Sellers through direct communications such as emails and mobile alerts.

- (266) Sellers have continuous access to the customers’ data in these reports because Sellers have constant access to Seller Central. Before the generation of the End User Data Access report, Amazon runs a technical check to ensure relevant customers have consented to their data being shared. The customers consent decisions are stored in a database and an internal API has been incorporated into the workflow to run this check.
- (267) When a Seller requests the End User Data Access report, that request also triggers a workflow to check that the requesting Seller is not blocked and hasn’t been associated with fraud in order to protect customers from potential bad actors.<sup>94</sup> If the Seller does not have a “fraud” or “blocked” status, our internal report creation service issues a request to the consent database to collect consenting customers’ data. Once these checks are completed, the Seller can download the data using a pre-signed URL. A pre-signed URL is one that expires after a short period of time to further ensure data security. If a Seller does not access the URL in a timely manner, they simply need to repeat the request to generate a fresh URL.
- (268) Sellers and their authorized third parties can request additional Amazon Store data through both the “*Contact Us*” channel and our feedback widget, which is displayed on Seller Central, including on the Download Manager page. Below are screenshots showing the “*Contact Us*” channel and the feedback widget on the “*Download Manager*” which Sellers can see only via logging into their account.<sup>95</sup>

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<sup>94</sup> When the Seller is in fraud/blocked status, the Seller has limited access to Seller Central services and is unable to obtain reports containing customers’ personal data.

<sup>95</sup> These resources are available on Seller Central. See <https://www.sellercentral.amazon.dev/help/center>.

Figure 14 – “Contact Us” channel

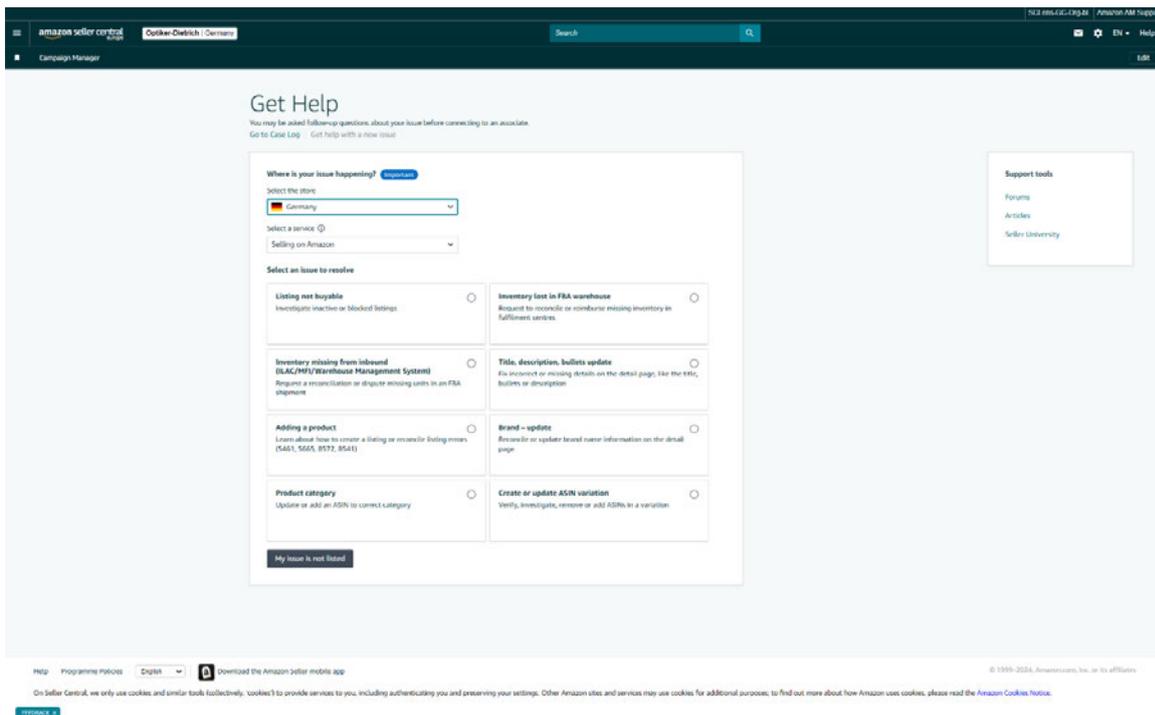
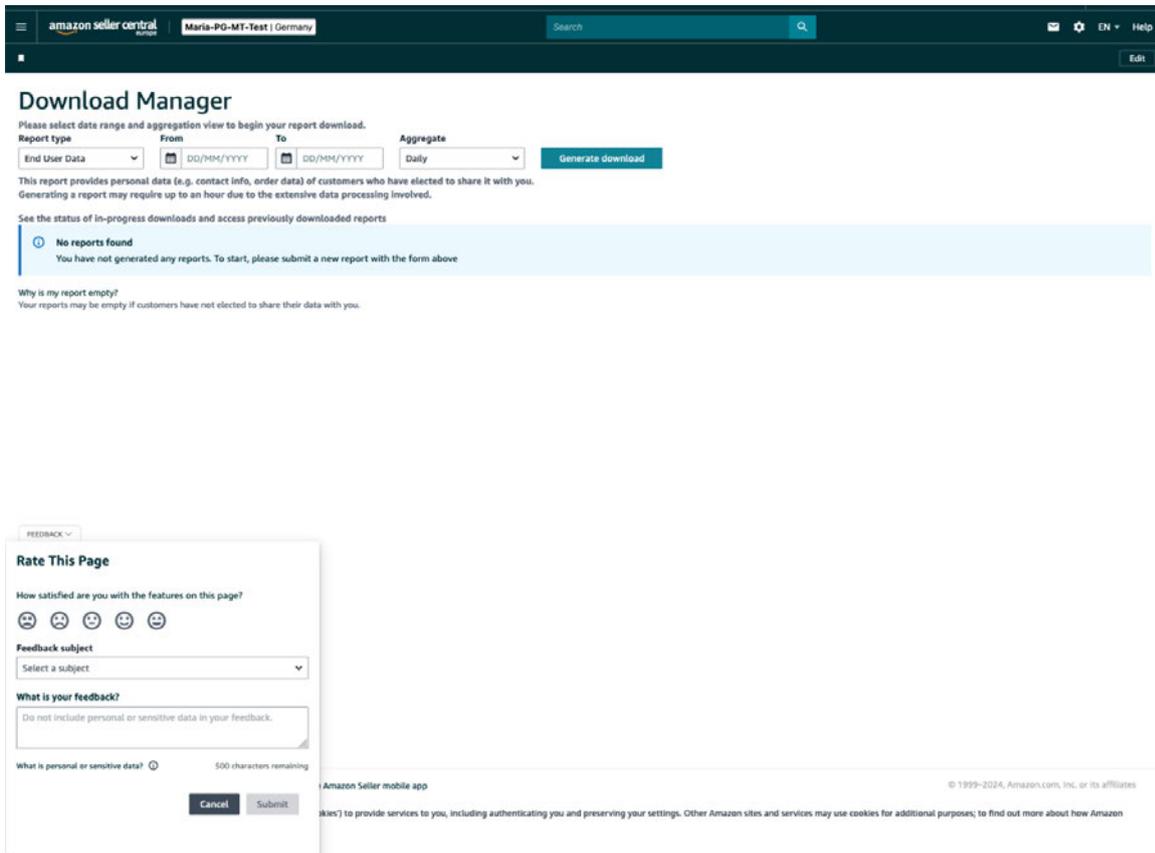


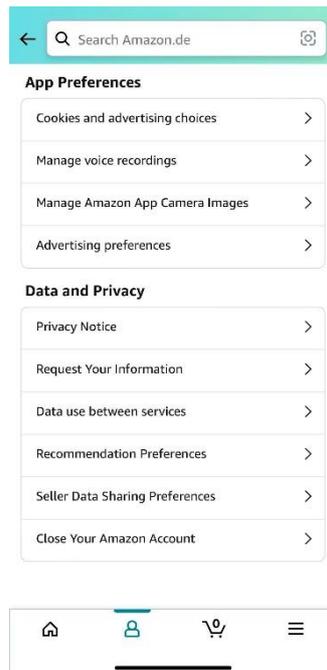
Figure 15 – Feedback widget



**b. Description of the customer experience to authorize the sharing of data with business users**

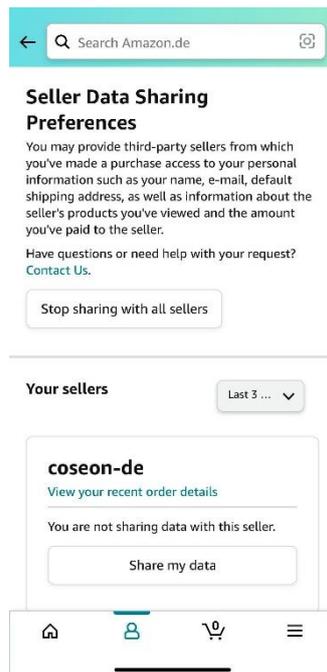
- (269) As part of Amazon’s compliance measures, we have ensured that end users (i.e., customers) are able to make and adjust their decisions to share their personal data with Sellers from whom they have made a purchase through a new privacy settings page.
- (270) The customer navigates to the “Your Account” page, scrolls down to “Data and Privacy” and clicks on “Seller Data Sharing Preferences.”

**Figure 16 – Home screen of “Your Account”**



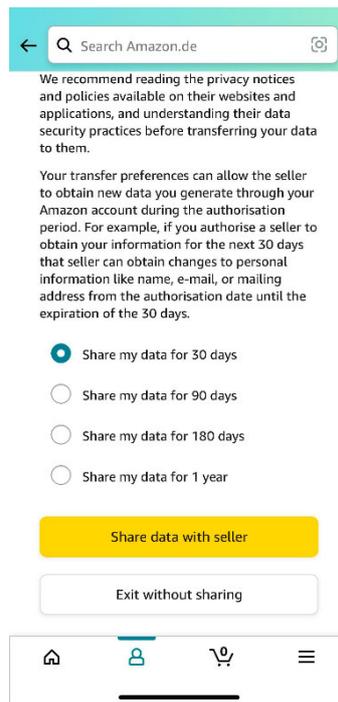
- (271) Once a customer has navigated to the consent page, the customer is then presented with the list of Sellers from which they have made a purchase in the three preceding months (for purchases made on or after 6 March 2024). The customer may change the filter that governs the Sellers presented on the page to show Sellers from the preceding three months, preceding six months, or by year. The customer experience design, including order of Sellers, functionality of filters, and look and feel, is intended to mirror the “Your Orders” page, so that it is easy for customers to navigate.

**Figure 17 – Home screen of Seller Data Sharing Preferences (List of Sellers)**



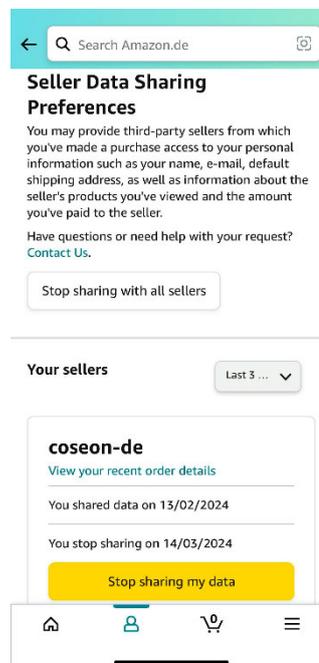
- (272) By clicking on the “*Share my data*” button associated with a specific Seller name, the customer is then able to select a duration during which they want to authorize the sharing of data with this Seller: for either 30 days, 90 days, 180 days or one year. We have deliberately chosen a maximum data access period of one year for regulatory and security purposes. This feature ensures that an End User Data Access report does not contain relevant personal data long after customers have forgotten about their initial authorization. At the top of the duration selection screen, the customer is also told which data elements are being shared with the Seller. The customer is also informed in this screen that, once their data is provided to a Seller, Amazon can no longer guarantee the customer’s privacy or the safety of their data.

**Figure 18 – Home screen of Seller Data Sharing Preferences (sharing duration)**



(273) Once a customer has granted consent for any length of time, the customer can see in a transparent manner, the date on which she granted consent to share, and when such consent expires. Customers can also easily revoke consent on an individual basis or for all Sellers at once via the “*Stop sharing all data*” button at the top of the screen.

**Figure 19 – Home screen of Seller Data Sharing Preferences (review choices)**



(274) Customers can re-authorize the sharing of data by following the same steps they took when they consented to data sharing originally.

ii) **specific information (including, if applicable, data points, visual illustrations and recorded demos<sup>96</sup>) 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;**

(275) Sellers and their authorized third parties already had access to a number of reports through Seller Central, and as such Amazon was – for the most part – already compliant with Article 6(10) before the compliance deadline. Amazon has implemented additional compliance measures such as providing Sellers and their authorized third-parties access to new reports, including an End User Data Access report, and building a user experience for data access. Amazon’s pre-existing business user access solutions and the additional measures are described in **Section 2.1.2.i)** above.

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

(276) 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;**

(277) The scope of the measures ensuring Amazon’s compliance with Article 6(10) 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);**

(278) Amazon has implemented the measures to comply with Article 6(10) 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);**

(279) The technical changes made in connection with the implementation of the new measures to comply with Article 6(10) are described in **Section 2.1.2.i)** above.

(280) Sellers and their authorized third parties already had access to a number of reports through Seller Central and SP-API, which was available prior to the implementation of additional DMA compliance measures. The generation of the End User Data Access report required an additional step by Amazon’s technical systems, as its creation

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<sup>96</sup> For example, this may be particularly relevant to illustrate changes impacting user journeys.

depends on the result of a consent check against the customer's consent decision prior to the production of the report.

(281) We have also launched a dedicated sub-help page titled "Amazon seller data access" on both Seller Central and SP-API to increase awareness of our data solutions. To enhance transparency of our 6(10) solutions further, we have added the links to the newly launched Selling Partner API documentation sub-page and the sub-help page on Seller Central to our "Amazon and the Digital Markets Act" blog.

**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,<sup>97</sup> consent forms,<sup>98</sup> warning messages, system updates, functionalities available, or customer journey to access functionalities<sup>99</sup>);**

(282) The customer facing features introduced in connection with the implementation of the measures to comply with Article 6(10) are described in **Section 2.1.2.i)** above. In **Section 2.1.2.i)**, Amazon also describes those changes to Amazon's customer experience to consent to the sharing of data with Sellers through a new privacy settings page.

**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);**

(283) Amazon has maintained the remunerations flows in connection with the use of the Amazon Store in the Article 6(10) context.

(284) Amazon has maintained the end user facing Amazon Privacy Notice.<sup>100</sup>

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<sup>97</sup> 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.

<sup>98</sup> 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.

<sup>99</sup> 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.

<sup>100</sup> See [https://www.amazon.de/-/en/gp/help/customer/display.html?nodeId=201909010&ref=footer\\_privacy](https://www.amazon.de/-/en/gp/help/customer/display.html?nodeId=201909010&ref=footer_privacy).

(285) Also, Amazon has maintained the End User Data Access report in the business user facing Seller Central and SP-API Terms of Use and the BSA,<sup>101</sup> which governs the relationship between Sellers and Amazon.<sup>102</sup>

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

(286) All relevant changes made in connection with the implementation of the new measures to comply with Article 6(10) are described in the above Sections.

**i) any consultation<sup>103</sup> 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;**

(287) Prior to the launch, and consistent with our usual processes, Amazon has conducted a user study to ensure third parties are able to easily navigate through the screens including in relation to the location of the link to the customer consent page mentioned in **Section 2.1.2.i)** above. As such, the decision to place the link to the customer consent page under Your Account>Data & Privacy was the result of a User Study which we conducted to seek feedback on where customers expected to find this functionality. Customers are also directed to the Seller Data Sharing Preference Pages when they visit Ordering from a Third-Party Seller,<sup>104</sup> Comments, Feedback, and Ratings about Sellers,<sup>105</sup> and The Buyer-Seller Messaging Service.<sup>106</sup>

(288) The testing confirmed that the customer experience was appropriate. Should we receive future feedback requiring reconsideration, we will reconsider to ensure we have the optimal experience.

(289) In addition, consultation with Sellers is continuously enabled by the “*Contact Us*” channel (See **Figure 14** above for a screenshot showing the “*Contact Us*” channel) which is Amazon’s key interface for any support that Sellers may need and, as such, a familiar point of contact through which Sellers can contact Amazon with their queries, including potential requests for additional datasets.

(290) Upon registration as a ‘*Selling Partner API Developer*’, Sellers and third parties authorized by them may also file a support case with Developer Support. The Developer

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<sup>101</sup> See <https://sellercentral-europe.amazon.com/help/hub/reference/external/G201190440>.

<sup>102</sup> For Seller Central terms of use, see [https://sell.amazon.de/datenschutzerklaerung?ref=asde\\_soa\\_rd&initialSessionID=259-8015883-7920667&Id=NSGoogle](https://sell.amazon.de/datenschutzerklaerung?ref=asde_soa_rd&initialSessionID=259-8015883-7920667&Id=NSGoogle).

<sup>103</sup> This information should include a description of the methodology for the consultation.

<sup>104</sup> See [https://www.amazon.com/gp/help/customer/display.html?ref=hp\\_left\\_v4\\_sib&nodeId=GEF528GN65XSJ7V8](https://www.amazon.com/gp/help/customer/display.html?ref=hp_left_v4_sib&nodeId=GEF528GN65XSJ7V8).

<sup>105</sup> See [https://www.amazon.com/gp/help/customer/display.html?ref=hp\\_left\\_v4\\_sib&nodeId=G5T39MTBJSEVYQWW](https://www.amazon.com/gp/help/customer/display.html?ref=hp_left_v4_sib&nodeId=G5T39MTBJSEVYQWW).

<sup>106</sup> See [https://www.amazon.com/gp/help/customer/display.html?ref=hp\\_left\\_v4\\_sib&nodeId=G3JQ9V9LQ8FFMR7W](https://www.amazon.com/gp/help/customer/display.html?ref=hp_left_v4_sib&nodeId=G3JQ9V9LQ8FFMR7W).

Support contact form can be accessed from two different access points, namely (i) [developer.amazonservices.com](https://developer.amazonservices.com); and (ii) [developercentral.amazon.com](https://developercentral.amazon.com).

(291) In addition to the “*Contact Us*” form and Developer Support contact form described above, there are various other ways in which Amazon receives feedback from Sellers, Advertisers, and Publishers. For instance, we regularly survey Sellers, Advertisers, and Publishers on a variety of topics to identify and meet their needs. We also engage directly with Sellers, Advertisers, and Publishers in the context of roundtables and interviews, or market research. In addition, Amazon Account Managers work closely with Sellers, Advertisers, and Publishers to better understand their needs (including potentially for additional datasets).

**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;**

(292) 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;**

(293) Amazon considered providing access to business user data for Sellers only via the SP-API. The decision to provide data access through both the SP-API and Seller Central was deemed to be a more comprehensive solution that would enhance the overall experience for Sellers.

**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;**

(294) On 7 March 2024, Amazon published posts and related materials on Amazon webpages<sup>107</sup> to inform end users and third parties about the DMA changes, including on Article 6(10).

(295) As mentioned above, Sellers and authorized third parties can access business user data (including incremental data sets made available in the End User Data Access report) via SP-API and Seller Central. Amazon has launched dedicated sub-pages titled “*Amazon Seller Data Access*” for both resources to increase visibility to our data access solutions.

(296) The sub-page on SP-API<sup>108</sup> provides consolidated guidance in a single location for Sellers and authorized third parties on how to access business user data already available to Sellers and developers prior to the DMA compliance deadline, and the End

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<sup>107</sup> See <https://www.aboutamazon.eu/news/policy/amazon-and-the-digital-markets-act>.

<sup>108</sup> See <https://developer-docs.amazon.com/sp-api/docs/amazon-seller-data-access>.

User Data Access report, made available to comply with Article 6(10). Similarly, to the developer portal pages dedicated to data portability, the new sub-page provides an overview of our “Data access” solution and guidance on how to (i) connect with SP-API, (ii) access business user data, including the End User Data Access report, and (iii) access additional support.

(297) We also launched a dedicated sub-page on Seller Central to support Sellers in finding similar guidance on how to access business user information available on Seller Central.<sup>109</sup>

(298) In addition, Amazon’s representatives participated in the public DMA compliance workshops organized by the Commission and presented Amazon’s compliance solution in relation to Article 6(10).

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

(299) Ads’ compliance with Article 6(10) is covered by the measures we have implemented to comply with Articles 5(9), 5(10), and 6(8).

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

(300) A key issue is ensuring compliance with Article 6(10) while also complying with our data protection and security obligations under other legislation, including the GDPR. This requirement has informed the design choices we made.

(301) Customers decide whether to give access to their personal data, what data they give access to and for how long. As indicated in **Section 2.1.2.ii.f)** above, we have ensured that end users (i.e., customers) are able to make and adjust their decisions to share personal data with Sellers from whom they have made a purchase through a new privacy settings page.

(302) Before giving access to our customer’s data, we assess the risk-profile associated with a particular Seller and determine whether or not Seller is associated with fraud or has been blocked for another reason. As described above, when the Seller has such a “fraud” or “blocked” status, the Seller has limited access to Seller Central tools and is unable to obtain reports containing customers’ personal data. Our risk assessment takes account of the fact that Sellers and Third-party Developers are known to Amazon and have already passed Amazon’s security processes. This differentiates Article 6(10) compliance from our security concerns with regard to porting customer personal data to third parties of customers under Article 6(9) where the recipients of data are unknown to Amazon.

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<sup>109</sup> This resource is available in all 9 Amazon Stores in the EU, including on Seller Central of the German Store. See <https://sellercentral.amazon.de/help/hub/reference/external/GL89NDA4FGMBFW7C?locale=en-US>.

- (303) Amazon has built the End User Data Access report with GDPR compliance in mind. The reporting system does not store customer personal data, it simply passes the data from a data source to the report. With the deletion of the temporary URL to download the report, the data is no longer stored in the report generator and a Seller must begin the report request sequence again. Additionally, the design of the End User Data Access report functionality has been evaluated through Amazon’s standard security review process for ensuring data security with regards to restricted data. (i.e., customer data). The service Amazon has built to enable the creation of the End User Data Access report does not log restricted data, it contains a service that will ensure the secure transit of the customer’s data, and the service grants only necessary permissions to required Amazon Web Services resources being used to host the report creation. This reporting service also ensures data is encrypted including during transit.
- (304) With regards to the security of customer data specifically, Amazon’s primary concern is that a Seller or their authorized third party will obtain customers’ personal data via the approved path, but that the Seller will not have the same privacy and security measures in place once the data is stored with the Seller, leaving the customer at risk.
- (305) In order to mitigate these risks, Amazon states clearly during the consent process that Amazon does not control a customer’s personal data once it is shared with a Seller and that customers should independently validate the Seller’s data privacy practices prior to consenting to share data.
- o) **any type of market analysis or testing (in particular A/B testing<sup>110</sup>), business user surveys or consumer surveys or end user consent rates,<sup>111</sup> that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;<sup>112</sup>**
- (306) Amazon has conducted end user testing in relation to our proposed compliance measures for Article 6(10), which is described under **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;<sup>113</sup>**
- (307) Amazon has conducted end user testing in relation to our proposed compliance measures for Article 6(10), which is described under **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**

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<sup>110</sup> 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.

<sup>111</sup> 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)).

<sup>112</sup> The full methodology for any analysis, testing or survey shall be included in the Compliance Report.

<sup>113</sup> The full methodology for any analysis, testing or survey shall be included in the Compliance Report.

***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;

(308) Article 6(10) aims to ensure that business users and authorized third parties have access to the data generated by themselves when using the designated company's covered services. In order to ensure that business users have access to the relevant data thus generated, Amazon should, upon their request, provide effective access, free of charge, to such data.

(309) Amazon has designed its business user data access measures to meet Article 6(10) requirements. The compliance measures implemented (i.e., End User Data Access report) provide business users with effective and free of charge access to the data generated by themselves.

r) **any relevant data<sup>114</sup> 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;**

(310) Amazon has implemented automatic monitoring and reporting of data related to Article 6(10) compliance measures. Amazon monitors and analyzes the data on a monthly basis.

(311) Between 1 January and 31 December 2025, there were [Confidential] End User Data Access report download requests and [Confidential] API requests. Also, in the same period, there were [Confidential] customers in the EU that authorized Amazon to share their data with one or more Sellers and [Confidential] Sellers who have been authorized to receive data.

(312) Amazon has also been monitoring the total page views of the dedicated sub-pages titled "Amazon Seller Data Access" in SP-API and Seller Central. The SP-API sub-page has received [Confidential] views since its launch in October 2024 and the Seller Central sub-page has received [Confidential] page views since its launch in December 2024.

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

(313) Not applicable.

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<sup>114</sup> Reported on a sufficiently disaggregated basis to be informative (for example, by reference to each business user) and, if applicable, per type of device.

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).**

(314) Sellers and authorized third parties can access business user data (including incremental data sets made available in the End User Data Access report) via SP-API and Seller Central.

**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).**

(315) The feedback Amazon received from our customers in the context of end user testing is described in **Section 2.1.2.ii.i)** above.

(316) While not relevant to compliance, Amazon monitors download requests of the End User Data Access report by Sellers and authorized third parties. See **Section 2.1.2.ii.r)** 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.**

(317) 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.<sup>115</sup>**

- (318) The feedback Amazon received from our customers in the context of end user testing is described in **Section 2.1.2.ii.i)** above. As mentioned, in **Section 2.1.2.ii.i)** above, Amazon has a “Contact Us” channel for any support Sellers may need, including potential requests for additional data sets.

### **Regarding Article 6(13)**

**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.’**

- (319) Amazon confirms that from 6 March 2024, it complied with the obligations laid down in Article 6(13) for Amazon Store and Amazon Ads.

**2.1.2 An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data<sup>116</sup> 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**

- (320) Article 6(13) prohibits designated companies from having general conditions for terminating the provision of a CPS that are disproportionate or unduly difficult.
- (321) Amazon has made significant efforts to audit its general conditions of termination related to Amazon Store and Amazon Ads that might be impacted by Article 6(13).
- (322) To this end, Amazon identified the contracts, program policies and measures in scope of Article 6(13), audited the clauses or measures that would be affected by Article 6(13), and created a mechanism to ensure that teams will not implement clauses or measures that would be prohibited by Article 6(13).

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<sup>115</sup> 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.

<sup>116</sup> 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.

(323) In reviewing and auditing the general conditions of termination, Amazon included all conditions that apply to business users and end users for terminating the provision of Amazon Store and Amazon Ads.

(324) The review has confirmed that there are no general conditions of termination that could run counter to Article 6(13) and Amazon's current general conditions of termination suffice to meet the compliance requirements of Article 6(13). Amazon's existing general conditions enable business users and end users to terminate the relevant services without undue difficulty. Therefore, no changes are required to comply with Article 6(13).

**ii) specific information (including, if applicable, data points, visual illustrations and recorded demos<sup>117</sup>) 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;**

(325) Not applicable.

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

(326) Not applicable.

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

(327) Not applicable.

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

(328) 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);**

(329) 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,<sup>118</sup> consent**

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<sup>117</sup> For example, this may be particularly relevant to illustrate changes impacting user journeys.

<sup>118</sup> 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,<sup>119</sup> warning messages, system updates, functionalities available, or customer journey to access functionalities<sup>120</sup>);

(330) 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);**

(331) 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;**

(332) Not applicable.

- i) any consultation<sup>121</sup> 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;**

(333) Not applicable.

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

(334) Not applicable.

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<sup>119</sup> 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.

<sup>120</sup> 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.

<sup>121</sup> This information should include a description of the methodology for the consultation.

- 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;**

(335) 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;**

(336) Not applicable.

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

(337) 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;**

(338) Not applicable.

- o) any type of market analysis or testing (in particular A/B testing<sup>122</sup>), business user surveys or consumer surveys or end user consent rates,<sup>123</sup> that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;<sup>124</sup>**

(339) 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;<sup>125</sup>**

(340) Not applicable.

- q) a set of indicators which allow or will allow based on their future evolution the assessment of whether the measures implemented**

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<sup>122</sup> 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.

<sup>123</sup> 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)).

<sup>124</sup> The full methodology for any analysis, testing or survey shall be included in the Compliance Report.

<sup>125</sup> The full methodology for any analysis, testing or survey shall be included in the Compliance Report.

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;

(341) Not applicable. According to Recital 63, the legislative objective of Article 6(13) is to safeguard free choice by ensuring designated companies do not make it unnecessarily difficult or complicated for business users and end users to unsubscribe from a CPS. Amazon meets the legislative objective of the DMA as it has (i) done an audit of policies and conditions to verify these do not run counter to Article 6(13); and (ii) created a mechanism to ensure that its teams will not implement conditions that could run counter to Article 6(13).

r) **any relevant data<sup>126</sup> 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;**

(342) 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;**

(343) 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).**

(344) Not applicable.

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<sup>126</sup> Reported on a sufficiently disaggregated basis to be informative (for example, by reference to each business user) and, if applicable, per type of device.

**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).**

(345) Not applicable.

**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.**

(346) 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.<sup>127</sup>**

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

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<sup>127</sup> 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.

**SECTION 3**  
**INFORMATION ABOUT THE COMPLIANCE FUNCTION AND MONITORING**

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

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

(348) With respect to the Compliance Report, the head of the DCF, has:

- Overseen the preparation;
- Supported and overseen the coordination across the various internal teams collectively responsible for the implementation of Amazon’s compliance measures reflected in the Compliance Report, with support from the wider legal and technical teams; and
- Reported to the Board regarding the status of the Compliance Report.

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

(349) Amazon’s DCF was designed to meet the statutory requirements of the DMA. In October 2023, the Board approved a DMA Compliance Function Charter (“**DCF Charter**”) in order to regulate the rights, duties and activities of Amazon’s DCF.

(350) The DCF is tasked with the objective examination of evidence to provide an independent assessment of the adequacy and effectiveness of governance and monitoring with respect to the compliance of Amazon with the DMA. As set forth in the DCF Charter, the DCF possesses sufficient resources, with the professional qualifications, knowledge, experience, and ability necessary, to monitor Amazon’s compliance with its obligations under the DMA.

(351) The DCF’s duties include:

- organizing, monitoring, and supervising Amazon’s compliance with its obligations under the DMA;
- informing and advising management and employees of Amazon about compliance with the DMA;
- cooperating with the Commission for the purposes of the DMA;
- reporting at least annually to the Board on strategies and policies for taking up, managing and monitoring the compliance with the DMA;
- liaising, where necessary, with other internal auditing functions of Amazon group of companies; and

- maintaining a quality assurance and improvement program for its activities.
- (352) For the purpose of these duties, the DCF is authorized to:
- request cross-functional business support from all relevant business lines contributing to Amazon’s services; and
  - request available information and data, or access thereto, from all relevant business lines contributing to Amazon’s services.
- (353) The head of the DCF is distinctly responsible for the DCF and his duties include:
- supervising the activities of the DCF, including the development of a compliance audit plan;
  - in case of any concerns about the independence of the DCF, informing and proposing adequate mitigation measures to the Board immediately;
  - informing the Board of any perceived need to expand the authority, stature, and resources of the DCF; and
  - overseeing the preparation and signing of the Compliance Report and reporting to the Board regarding the status of the Compliance Report as outlined above.
- (354) Further, the head of the DCF receives regular updates on Amazon’s compliance with the DMA from business teams, as well as updates on the status of the engagement with the Commission, including responses to requests for information, submissions, and dialogue with the Commission officials, from the relevant legal teams. For instance, the head of the DCF actively participates in the monthly DMA review meetings, which bring together a large group of all relevant business, tech, and legal teams to discuss the maintenance and audit of implementation measures for each DMA obligation, as well as feedback from the Commission and other stakeholders on Amazon’s implementation of the DMA and its engagement with the Commission more generally. Regular meetings are also held with members of the central legal teams (DMA, Competition, Privacy) as well as the responsible business line lawyers that work on the implementation of the DMA.
- (355) For the purposes of the above duties, the head of the DCF provides periodic progress updates directly to the Board, which is responsible for the management of Amazon Store in the EU and Amazon Ads in the EU. Upon request of the Board, the head of the DCF will attend and report in board meetings on an ad hoc basis, outside of the regular updates. In urgent cases, for instance if the DCF identifies a critical, unsolved potential non-compliance measure, the head of the DCF must communicate this immediately to the Board.

**i) DCF explained in Amazon’s Annual Report**

- (356) AEC and AEU 2025 management reports state that Amazon has a compliance function that is organizing, monitoring, and supervising Amazon’s compliance with the DMA.

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

- (357) Amazon has taken several steps to ensure that the head of the DCF is an independent senior manager with distinct responsibility for the DCF, possessing the knowledge, experience, and abilities necessary to meet the requirements of Article 28.
- (358) In the DCF Charter, the Board committed to preserve the independence of the DCF, including the independence of the head of the DCF. Through the DCF Charter, the Board also approved that the head of the DCF would be appointed and removed only by resolution of the Board. The Board also acknowledged that the head of the DCF would be distinctly responsible for the DCF. To further ensure its independence, the head of the DCF is situated within Amazon’s Legal organization, structurally distinct from Amazon’s operational functions, thereby maintaining independence from Amazon’s operational structure.
- (359) On 29 January 2024, the Board appointed [Confidential], as head of the DCF. The head of the DCF is an independent senior manager who has been employed at Amazon for a decade and has the institutional understanding, legal knowledge, regulatory expertise, and professional experience to understand the compliance obligations that the DMA imposes, as well as the credentials to monitor the implementation of these obligations.
- (360) The head of the DCF has distinct responsibility for the DCF, as stipulated in the DCF Charter. As such, the head of the DCF maintains unrestricted access to the teams involved in implementing measures required under the DMA as well as the Board and receives its instructions exclusively from the Board. Further, Head of the DCF agreed to not accept any assignments that jeopardize the independence of the DCF, such as assuming responsibility for the activities and measures that are being implemented for compliance.
- (361) Set forth below are the head of the DCF’s contact details:

<b>Name / Position</b>	[Confidential] / Legal Director and Head of the DCF
<b>Address</b>	26-28 Rue Edward Steichen L-2540 Luxembourg
<b>Email</b>	[Confidential]

**3.1.4 a list of any compliance officers other than the head of the compliance function, including an explanation of how it is ensured that they have the professional qualifications, knowledge, experience and ability necessary to**

**fulfil the tasks referred to in Article 28(5) of Regulation (EU) 2022/1925;  
and**

- (362) Amazon has a federated, multi limbed DMA compliance architecture, the main compliance work taking place within the impacted businesses, supported by the internal legal function across Amazon, which provides centralized support to ensure coordination and consistency in compliance across the federated architecture, in addition to dedicated technical staff.
- (363) The DCF sits on top of this architecture, acting as a central escalation point for addressing compliance queries as well as exercising a supervisory function in relation to monitoring Amazon’s wider compliance with the DMA.

**3.1.5 an explanation why the Undertaking considers that the compliance function is independent from the operational functions of the Undertaking and why the Undertaking deems it to have sufficient authority, stature and resources (e.g., budget, staff, etc.), as well as access to the management body of the Undertaking to monitor the compliance of the Undertaking with Regulation (EU) 2022/1925.**

- (364) Amazon has structured the DCF in such a way that the formal requirements of Article 28, requiring operational independence, sufficient resources and appropriate governance structures are met.

***A. The DCF is independent from Amazon’s operational functions***

- (365) The DCF Charter recognizes the independence of the DCF. The Board agreed that, as mentioned above, the head of the DCF is part of the Amazon Legal organization, which is separate from Amazon’s operational functions supporting Amazon Store and Amazon Ads, and thereby maintains the requisite independence.
- (366) Further, as set forth in the DCF Charter, the DCF will not accept any assignments that jeopardize its independence. In particular, the DCF will not assume any responsibility for activities that it monitors. For instance, the DCF will not assume responsibility for the individual handling of measures that are allegedly non-compliant with the DMA. This does not prevent the DCF from providing advice on appropriate compliance measures to the responsible teams.
- (367) The Board also committed to oversee Amazon’s governance arrangements that ensure the independence of the DCF is preserved and conflicts of interest are prevented.
- (368) The head of the DCF confirmed the organizational independence of the DCF to the Board.
- (369) As noted above, the head of the DCF directly reports to the Board on a periodic basis, or on an *ad hoc* basis on request of the Board. He also has a duty to directly raise compliance concerns with the Board in urgent cases, where critical, unsolved potential non-compliance measures are identified.

***B. The DCF has sufficient authority, stature and resources, as well as access to the board***

- (370) Amazon has also ensured that the DCF has sufficient authority, stature, and resources to carry out its duties mentioned above. In the DCF Charter, the Board committed to

ensuring that the DCF would comprise sufficient personnel, including an independent senior manager as head of the DCF, with the professional qualifications, knowledge, experience, and ability necessary, to fulfil the tasks set out above.

- (371) To effectively organize, monitor and supervise Amazon's compliance with its obligations under the DMA, the head of the DCF has full access to all the different teams working on DMA compliance and is empowered by the Board to instruct them as needed to keep him informed and to implement measures to achieve and maintain full compliance.
- (372) Further, as mentioned above, the DCF, including the head of the DCF, has been entrusted by the Board to inform and advise them on a periodic basis. The head of the DCF has also the mandate to act as Amazon's central escalation point for addressing compliance queries, arising either internally, or brought by external stakeholders and to directly raise compliance issues with the Board. In turn, the Board committed to receiving and reviewing the periodic reports of the head of the DCF.
- (373) Further, adequate resources are allocated to the DCF. As set out above, Amazon follows a federated DMA compliance approach. The DCF's current resources match its obligations and include internal and external support. The head of the DCF works with central and business line support internal legal teams as well as external legal advisers, who support him in his day-to-day tasks, including preparing internal and external (including with the Commission) meetings, and preparing the Compliance Report.
- (374) Amazon has also dedicated extensive business teams and engineering resources, partly centrally and also across the Amazon Store and Amazon Ads business as well as the indirectly impacted non-designated businesses (which all have internal legal functions and a dedicated tech team), to monitor compliance and provide the head of the DCF with regular updates and provide assistance on DCF tasks.
- (375) Looking ahead, Amazon will keep the DCF's resource and capability needs under ongoing review and anticipates that the structure and resources of the DCF will continue to evolve in parallel with the operational implementation of Amazon's DMA compliance measures, to ensure that the DCF has the resources required to meet its obligations under Article 28. The DCF can ask for additional resources to the Board if necessary.

**3.2 With respect to the strategies and policies for taking up, managing and monitoring the compliance with Regulation (EU) 2022/1925 as provided for under Article 28(8) of Regulation (EU) 2022/1925, please provide the following information:**

**3.2.1 a description of the content of these strategies and policies (including, e.g., information on internal staff trainings on compliance) and of any major changes compared to the previous periodic review by the Undertaking's management body; and**

- (376) Based on the Board's mandate to request measures to implement and monitor DMA compliance and audits, the DCF, with support from the wider legal and tech teams, has been monitoring and supervising measures and activities to ensure Amazon's compliance with the DMA. For instance, the head of the DCF actively participates in the DMA review meetings, which bring relevant business, tech, and legal teams to discuss the maintenance and audit of implementation measures for each DMA

obligation. As mentioned above, the head of the DCF regularly meets with the teams responsible for the implementation of Amazon's compliance measures.

- (377) Amazon has also developed several DMA-related training materials to provide business line support to internal legal and business teams. All trainings provide employees with a high-level overview of the DMA and its impact on Amazon, to help employees recognize and understand key terms from the obligations and to identify when a business practice or product may be impacted by the DMA. Trainings also include a proper escalation path to resolve employee's DMA related queries. Trainings are updated and revised as needed.

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

- (378) The head of DCF has been entrusted by the Board to report to them on a periodic basis at board meetings, following the corporate reporting mechanisms used within the company. If needed, the head of DCF can also update the Board on an ad hoc basis, outside of the regular updates.
- (379) Since 6 March 2024, there have been [Confidential] updates to the Board.

## SECTION 4 NON-CONFIDENTIAL SUMMARY

- 4.1. Provide a detailed, clear and comprehensive non-confidential summary of Sections 1 to 3 of the Compliance Report in line with the requirements in Article 11(2) and recital (68) of Regulation (EU) 2022/1925. The non-confidential summary must enable third parties to provide meaningful input to the Commission on the Undertaking's compliance with its obligations under Regulation (EU) 2022/1925. To this end, the non-confidential summary should:**
- (a) comprise self-standing texts that give a faithful comprehensive and meaningful picture of the Compliance Report's content. Information may be omitted in the non-confidential summary only if it constitutes the Undertaking's business secrets or if the information is otherwise confidential.<sup>128</sup>**
  - (b) follow the same structure as the Compliance Report, all headings should be visible, and all sections and sub-sections should be covered.**
  - (c) specifically for Section 2 of the present template, the non-confidential summary should be provided in separate and standalone annexes for each core platform service for which the Undertaking has been designated as a gatekeeper pursuant to Article 3 of Regulation (EU) 2022/1925.**
  - (d) For confidential underlying numerical data, please include meaningful ranges, baseline level for indicators measured in absolute terms and/or aggregated data rather than redacting entirely.**

**The Commission intends to publish the non-confidential summaries on its website for the Digital Markets Act.<sup>129</sup>**

- (380) Amazon provides a non-confidential summary of its Compliance Report, as well as of Amazon Store Section 2 and Amazon Ads Section 2, respectively in Annex 1 and Annex 2.

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<sup>128</sup> On the type of information which may be considered as 'business secrets and other confidential information' that the gatekeepers can take into account for the purpose of the 'clear and comprehensible non-confidential summary' that will be made 'publicly available' in line with recital (68) of Regulation (EU) 2022/1925, the gatekeepers can refer to the Commission's guidance in relation to antitrust and mergers procedures: [https://ec.europa.eu/competition-policy/document/download/ea2cbf27-412c-4394-b872-dd4b4e3a840b\\_en](https://ec.europa.eu/competition-policy/document/download/ea2cbf27-412c-4394-b872-dd4b4e3a840b_en); [https://ec.europa.eu/competition-policy/system/files/2021\\_03/guidance\\_on\\_preparation\\_of\\_public\\_versions\\_mergers\\_26052015.pdf](https://ec.europa.eu/competition-policy/system/files/2021_03/guidance_on_preparation_of_public_versions_mergers_26052015.pdf).

<sup>129</sup> See [https://digital-markets-act.ec.europa.eu/index\\_en](https://digital-markets-act.ec.europa.eu/index_en).

**SECTION 5  
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]

**Organization:** Amazon

**Position:** Legal Director

**Address:** 26-28 Rue Edward  
Steichen,

L-2540 Luxembourg

**E-mail:** [Confidential]