Microsoft Compliance Report – Annex 11 – LinkedIn (Online Social Networking Service)

DMA.100160 – Microsoft; DMA.100026 – Microsoft – Operating Systems; DMA.100017 – Microsoft – Online Social Networking Services

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,[1] please provide the following information:**

1.   For the LinkedIn online social networking core platform service ("**CPS**"), Microsoft Corporation ("**Microsoft**") has been designated as a gatekeeper pursuant to Article 3 of Regulation (EU) 2022/1925 on contestable and fair markets in the digital sector (the Digital Markets Act or "**DMA**").[2] The LinkedIn CPS is a distinct service from LinkedIn Jobs ("**Jobs**"), LinkedIn Learning ("**Learning**"), and LinkedIn Marketing Solutions ("**LMS**"), which are services provided together with the LinkedIn CPS, with the exception of the Learning "unbound" enterprise or employee experience that is accessed without logging-into and is provided separately from the LinkedIn CPS. Microsoft provides the following information regarding the LinkedIn CPS using the headings in the Commission's compliance report template under Article 11 of the DMA as a guide to structure the report.

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

[2]   European Commission ("**Commission**") Decision of 5 September 2023 designating Microsoft as a gatekeeper pursuant to Article 3 of Regulation (EU) 2022/1925 of the European Parliament and of the Council on contestable and fair markets in the digital sector, DMA.100017 Microsoft – online social networking services, DMA.100023 Microsoft – number-independent interpersonal communications services, DMA.100026 Microsoft – operating systems ("**Designation Decision**"), ¶157.

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:**

2.   Microsoft confirms that as of the date of this report it has ensured compliance with the obligation laid down in Article 5(2) of the DMA, as applicable to the LinkedIn CPS.

2.1.2. **An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data[3] 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**

3.   Article 5(2) of the DMA provides:

"[t]*he gatekeeper shall not do any of the following:*

(a) process, for the purpose of providing online advertising services, personal data of end users using services of third parties that make use of core platform services of the gatekeeper;

(b) combine personal data from the relevant core platform service with personal data from any further core platform services or from any other services provided by the gatekeeper or with personal data from third-party services;

(c) cross-use personal data from the relevant core platform service in other services provided separately by the gatekeeper, including other core platform services, and vice-versa; and

(d) sign in end users to other services of the gatekeeper 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. Where the consent given for the purposes of the first subparagraph has been refused or withdrawn by the end user, the gatekeeper shall not repeat its request for consent for the same purpose more than once within a period of one year. This

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[3]   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.

paragraph is without prejudice to the possibility for the gatekeeper to rely on Article 6(1), points (c), (d) and (e) of Regulation (EU) 2016/679, where applicable."

4.   This section describes the LinkedIn CPS' compliance separately with each of the obligations applicable to it under Article 5(2)(a) to (d) of the DMA. Further, Microsoft discusses LinkedIn's Policy-Based Access Control ("**PBAC**") Layer and Trustworthy Design Review ("**TDR**") Process to ensure Article 5(2) compliance.

A.   Compliance With Article 5(2)(a) Of The DMA

5.   Microsoft describes below the measures ensuring compliance with Article 5(2)(a) of the DMA, as applicable to (**1**) LinkedIn's online advertising service, LMS, Ad Targeting Tools and (**2**) the LMS Ad Performance Measurement.

1.   LMS Ad Targeting Tools

6.   LMS targets ads to LinkedIn members based on data received from LMS' customers / advertisers (*i.e.*, third-party data) by (i) re-targeting ads to LinkedIn members who visit those customers' websites and/or were identified through a customers' offline conversions data provided to LinkedIn ("**Retargeting**"); and/or (ii) targeting ads to those customers' contact lists ("**Contact List Targeting**").

7.   Retargeting uses data that LMS customers send to LinkedIn via LinkedIn's Insight Tag installed on their websites and through LinkedIn's Conversions Application Programming Interface (Conversions "**API**" or "**CAPI**"). Contact List Targeting allows LMS customers to build audience segments based on lists of their contacts.[4]

8.   Starting in December 2024, LinkedIn introduced a GDPR[5] opt-in consent experience (the "**GDPR Consent**") for European Economic Area ("**EEA**") and Switzerland-based members,[6] for members to consent to LinkedIn's processing of certain categories of personal data for, among other uses, use in Retargeting and Contact List Targeting (together referred to as "**Matched Audiences**").[7] Through the GDPR Consent, LinkedIn obtains opt-in consent from members for Matched Audiences in compliance with Article 5(2)(a) of the DMA.

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[4]   Using this service, an LMS customer can upload information to LMS advertising campaign management tool ("**Campaign Manager**") about individuals to whom they would like to target advertising through LinkedIn.

[5]   Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation ("**GDPR**")), OJ L 119, 4.5.2016, pp. 1-88; cor. OJ L 127, 23.5.2018.

[6]   LinkedIn members who specify a location in the EEA or Switzerland on their LinkedIn profiles shall be referred to as "**EEA-Based Members**." *See* Eurostat, Glossary: European Economic Area (EEA).

[7]   The LinkedIn CPS had already obtained opt-in consent for Matched Audiences under GDPR and Article 5(2)(a) of the DMA prior to introduction of its GDPR Consent. In November 2024, following the IDPC's final decision, LinkedIn stopped showing this previously used consent. *See* IDPC, *In the matter of LinkedIn Ireland Unlimited Company*, Decision of the Data Protection Commission made pursuant to Section 113 of the Data Protection Act 2018 and Article 60 of the General Data Protection Regulation, IN-18-08-3, 22 October 2024.

9.   With respect to EEA-Based Members, LinkedIn's default is to not use third-party data relating to such members to target ads to them through Matched Audiences. LinkedIn only processes third-party data received from LMS customers to target ads to an EEA-Based Member if that member has provided LinkedIn with *opt-in* consent for such processing through the GDPR Consent, as illustrated in **Figures 1-3** below.

Figure 1. GDPR Consent Screen (Collapsed View)

Choose how we use your data for personalized ads

You have control over how LinkedIn uses your data for personalized ads, including measurement and improvement. Today, we use data from your LinkedIn profile for ads.

Can LinkedIn use the following additional data about you for personalized ads?

If you accept, we will use this data for a more personalized ad experience. If you decline, you will still see ads and have access to jobs, but we will not use the data listed below for personalized ads.

Whatever you choose, we will continue to use your LinkedIn profile data for personalized ads under legitimate interest unless you opt out in your ad settings.

LinkedIn Data

- Inferred City Location
- Inferred Gender and/or Age Range
- LinkedIn Activity Data
- Inferred Interests and Traits

Show more ⌄

Off LinkedIn Data

- From Ad Partners for ads off LinkedIn
- From Advertisers for ads
- From Advertisers to Measure ad success

Show more ⌄

Whatever you choose:

- You'll still see ads on LinkedIn, but they may be less personalized.
- We'll use personal data from your profile for ads (unless you opt-out of that use).
- Your access to LinkedIn's features, such as jobs, won't be affected.
- You can always control whether and how we use your data for ads in Settings.

Learn more about our use of data for personalized ads. Please also visit our updated European Regional Privacy Notice

Your choice won't affect the number of ads you see or your access to jobs.

Accept

Decline

Customize

Source: LinkedIn

Figure 2. GDPR Consent Screen (Expanded View)

Choose how we use your data for personalized ads

You have control over how LinkedIn uses your data for personalized ads, including measurement and improvement. Today, we use data from your LinkedIn profile for ads.

Can LinkedIn use the following additional data about you for personalized ads?

If you accept, we will use this data for a more personalized ad experience. If you decline, you will still see ads and have access to jobs, but we will not use the data listed below for personalized ads.

Whatever you choose, we will continue to use your LinkedIn profile data for personalized ads under legitimate interest unless you opt out in your ad settings.

LinkedIn Data

- Inferred City Location
- Inferred Gender and/or Age Range
- LinkedIn Activity Data
- Inferred Interests and Traits

When you see ads delivered by LinkedIn, we hope that you find them useful. LinkedIn serves ads that are "personalized" which means we use the data that our members allow us to use to try to make the ads we serve our members (whether shown on or off LinkedIn) relevant to them. This includes measuring how ads perform (such as clicks and views) and using what we learn to improve our ad tools to make them more effective. The reports we share with advertisers only include aggregated data about ad performance.

For personalized ads, we use some personal data on an opt-out basis and other personal data on an opt-in basis.

Opt-out (Legitimate Interest): Unless you opt out in your ad settings, we use data from your LinkedIn profile (such as your city, employer, industry, or job type) for personalized ads, including measurement and improvement. The ad reports we share with advertisers include aggregated data about ad performance data such as ad views by company or ad clicks by job types.

Opt-in (Consent): We need your consent to also use the following data for personalized ads, including measurement and improvement:

- **Inferred city location:** We infer your city based on your IP address. We do not use your precise location to target ads.
- **Inferred gender and/or age range:** We infer these from your LinkedIn profile (such as name and graduation dates). We don't permit advertisers to target job ads by age or discriminate based on gender.
- **LinkedIn activity data:** Your activity on LinkedIn (such as your searches and engagement with jobs, ads and company content).
- **Inferred interests and traits:** We infer your interests and traits based on your LinkedIn profile and activity on LinkedIn. These do not include special categories of personal data, but can include inferred attributes such as expat, frequent traveler, job seeker, and more. We do not infer interests or traits from your "Off-LinkedIn Data".

You can control use of your data for personalized ads (and review your inferred "Interests and Traits") through your ad settings at any time.

Show less ⌃

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Off LinkedIn Data

- From Ad Partners for ads off LinkedIn
- From Advertisers for ads
- From Advertisers to Measure ad success

"Off LinkedIn Data" refers to data provided to LinkedIn from others for personalized ads, including measurement and improvement. The reports we share with advertisers only include aggregated data about ad performance.

We do not use this Off LinkedIn Data to infer "Interests or Traits" about you or link it to your iOS LinkedIn app activity data.

We need your consent to use "Off LinkedIn Data" that we can connect to you for ads.

- **Ad Partner Data for Ads Off LinkedIn:** Ad exchanges and other partners (such as site and app publishers) provide data (such as cookies and ad IDs) about visitors to their sites and apps. We use this data to recognize our members and decide whether to bid to place ads on other sites and apps. We measure the performance of these off LinkedIn ads (such as views and clicks) and include them in our aggregate ad reports for advertisers and also use this information to improve our ad tools.
- **Advertiser Data for Ads:** Advertisers provide us data (such as name, contact, or site visit info) about their users to help us direct their ads to these and similar audiences. We measure the performance of these ads (such as views and clicks) and include them in our aggregate reports for advertisers and also use that information to improve our ad tools.
- **Advertiser Data to Measure Ad Success:** Advertisers provide us data about actions taken in response to ads (such as visits, sign-ups and purchases). If we can connect this data to our members, we match it to data about ads we've shown so that we can measure ad performance. We also use that information to improve our ad tools. We generate ad reports for advertisers that measure ad performance (such as the conversion of an ad shown by LinkedIn into a sale of the advertised product). These aggregated reports do not identify you.

You can control use of your data for these purposes through your ad settings at any time.

Show less ⌃

Whatever you choose:

- You'll still see ads on LinkedIn, but they may be less personalized.
- We'll use personal data from your profile for ads (unless you opt-out of that use).
- Your access to LinkedIn's features, such as jobs, won't be affected.
- You can always control whether and how we use your data for ads in Settings.

Learn more about our use of data for personalized ads. Please also visit our updated European Regional Privacy Notice

Source: LinkedIn

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Figure 3. GDPR Consent (Customize View)

Customize

Inferred city location

Can we use your city location (inferred from your IP address) for personalized ads (including measurement and improvement)? If you turn this off, you may still see ads based on your country or continent and the location from your LinkedIn profile.

Decline   Accept

Inferred Gender

Can we use your gender (from your profile or inferred from your profile) for personalized ads (including measurement and improvement)? We don't permit advertisers to discriminate based on gender.

Decline   Accept

Inferred Age Range

Can we use your age range (from your profile or inferred) for personalized ads (including measurement and improvement)? We don't permit advertisers to target job ads by age range.

Decline   Accept

LinkedIn Activity Data

Can we use your activity data from LinkedIn (such as visiting company pages, viewing jobs, and clicking or viewing ads) for personalized ads (including measurement and improvement)?

Decline   Accept

Inferred Interests and Traits

Can we use interests and traits we inferred from your LinkedIn profile and "LinkedIn Activity Data" for personalized ads (including measurement and improvement)? These do not include the skills we may derive from your profile.

Decline   Accept

Source: LinkedIn

10.   In addition to the opt-in consent described above, LinkedIn also offers a corresponding "Advertiser Data for Ads" control in the Settings Hub, under the "Advertising data" tab. That setting, which controls LinkedIn's use of data obtained via Insight Tags, CAPI, and customer contact lists for purposes of ad targeting, is *off* by default for EEA-Based Members. If an EEA-Based Member does not opt-into such processing (*i.e.*, does not toggle the "Advertiser Data for Ads" switch to "On" as shown in **Figure 4**),

LinkedIn does not process third-party data about that member for the purposes of personalizing ads on or off LinkedIn.

Figure 4. "Off LinkedIn Data" Settings
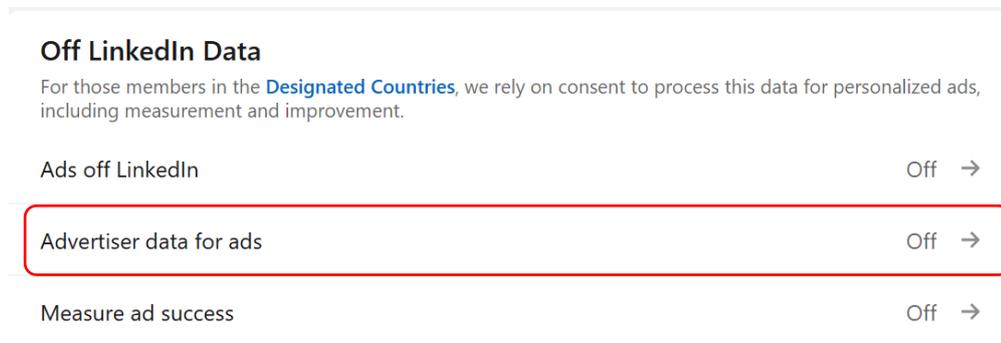
Source: LinkedIn

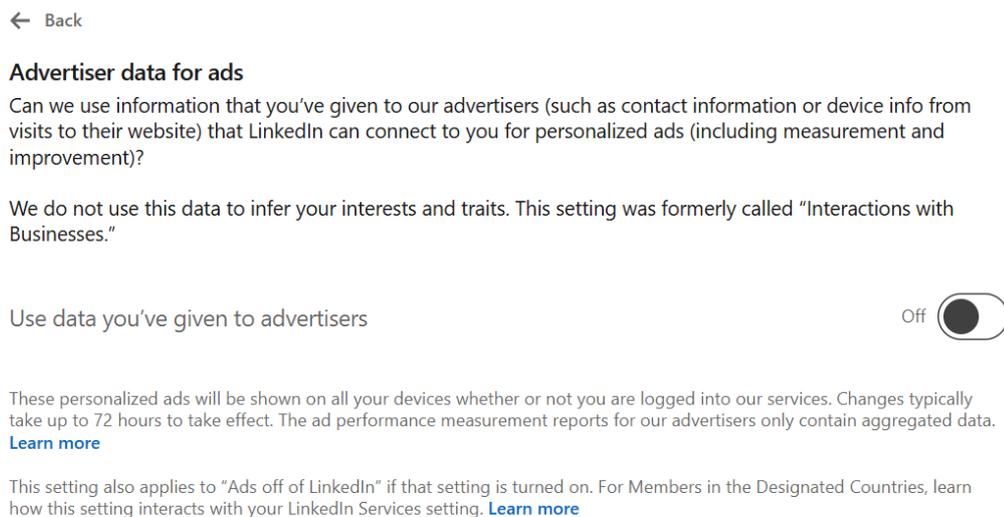11.   If an EEA-Based Member wants to consent to the use of third-party data by LinkedIn about them for ad targeting, that member can do so by opting-into the "Advertiser Data for Ads" setting (set by default to "Off"), as shown in **Figure 5**.

Figure 5. "Advertiser Data For Ads" Settings

Source: LinkedIn

12.   If EEA-Based Members provide opt-in consent or turn on the "Advertiser data for ads" setting (above), LinkedIn uses this data to improve its aggregate models that optimize the relevance of LinkedIn's ads.[8]

13.   Thus, LinkedIn obtains opt-in consent from its end users for Matched Audiences in compliance with Article 5(2)(a) of the DMA.

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[8]   *See also* **Section B.1** below, ¶29, which addresses LinkedIn's processing for measurement and improvement, upon end-user consent, personal data of end users using services of third parties that use the LinkedIn CPS for LMS purposes.

2. LMS Ad Performance Measurement

14.   Subject to LinkedIn members' settings, LMS enables its customers to target ads to LinkedIn members on the basis of "first-party data" (*i.e.*, data from LinkedIn members or generated as a result of their use of the LinkedIn platform) and "third-party data" (*i.e.*, data provided to LinkedIn by its LMS customers and other third parties), and measure the performance of the ads served on behalf of LMS customers on and off LinkedIn. LinkedIn's LMS Ad Performance Measurement service enables LMS customers, through conversion tracking or attribution, to understand the impact and success of their advertisements. LinkedIn generates and provides the customer with aggregate-level information about the customer's ad performance. That reporting does not include personal data.

15.   As explained below, the LinkedIn CPS complies with Article 5(2) of the DMA regarding the LMS Ad Performance Measurement service by (i) relying on Privacy Enhancing Technology ("**PET**") solutions; (ii) seeking end-user consent; and (iii) continuing to rely on Modeled Conversions that process only consented end user personal data.

  i.   LinkedIn's PET Solutions

16.   [CONFIDENTIAL].

17.   [CONFIDENTIAL].

18.   [CONFIDENTIAL].

19.   [CONFIDENTIAL].

20.   As detailed above, LinkedIn does not process any personal data of EEA-Based Members using third-party services that use [CONFIDENTIAL] for ad performance measurement purposes. Thus, both [CONFIDENTIAL] solutions fall outside the scope of Article 5(2)(a) of the DMA.

  ii.   LinkedIn Seeks End-User Consent

21.   To ensure compliance with the DMA, LinkedIn introduced a consent screen to seek end-user consent for processing third-party personal data for ad performance measurement purposes and combining first-party personal data across its services as described in detail below in **Section B.1**.

22.   This consent encompasses use of the following data types:

- Insight Tag data flow, which is a piece of code, commonly called an action tag or web pixel, that sends a signal, via a standard HTTP call, to LinkedIn when a user visits the website that has the Insight Tag installed on it;

- In-App Experience for iOS and Android for ads optimization;[9]

- Revenue Attribution Report ("**RAR**"), which is a report with aggregated data that allows LMS customers to attribute their sales results (as recorded in their Customer Relationship Management ("**CRM**") system) to LMS ad campaigns;

- Offline Conversions and CAPI, which is a method of conversion tracking that helps LMS customers determine – at an aggregated level – whether offline actions (*e.g.*, in-person transactions, trade show leads, or custom actions) are attributable to their LinkedIn ads; and

- Industry-standard identifiers (*e.g.*, cookie IDs, mobile ad IDs) used to recognize members off LinkedIn for ad delivery and attribution.

    iii.   Modeled Conversions

23.   LinkedIn increasingly uses probabilistic models to predict conversion rates rather than counting conversions directly by collecting and analyzing third-party personal data. As of the DMA compliance deadline of 7 March 2024, LinkedIn only uses personal data of LinkedIn members in the EEA to train the conversion model when they have provided DMA consent to conversion tracking, and data of LinkedIn members who are not located in the EEA (subject to those members' privacy settings).

B.   Compliance With Article 5(2)(b) Of The DMA

24.   Microsoft describes below LinkedIn's measures to comply with Article 5(2)(b) of the DMA, as applicable to the combination (as opposed to cross-use) of personal data between the LinkedIn CPS and LinkedIn's LMS, Jobs, and Learning, which are services provided together with, thus not separately from, the LinkedIn CPS. In particular, LinkedIn provides below a description of its compliance measures in relation to the following: (**1**) first-party data combinations for building and training the relevant artificial intelligence ("**AI**") / machine learning ("**ML**") models and large language models ("**LLMs**"); (**2**) end-user data combinations for Premium Promotions through promotions on LinkedIn, email marketing, and marketing on third-party online advertising platforms; and (**3**) the creation of LMS groups for ads outside of LinkedIn ("**off platform**"). In addition, LinkedIn provides a description of its customer data integrations (**4**).[10]

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9   LinkedIn's on-device attribution ("**ODA**") solution uses client-side or on-device processing to optimize same-device ad engagement and conversions while minimizing sharing of individual member-level third-party data back to the LinkedIn server. With the ODA solution, LMS leverages the LinkedIn iOS application for in-app optimization. When a member clicking on an ad in the LinkedIn application feed visits the advertiser's page in the in-app web-view browser instances, the LinkedIn mobile application receives the third-party conversion signal by way of the Insight Tag in the in-app web view.

10   LinkedIn also combines personal data between the LinkedIn CPS and LMS, Jobs, and Learning for internal purposes, such as fraud detection and platform safety as well as data combinations for product performance reporting for customers as they do not fall within the scope of Article 5(2) of the DMA. This is because the DMA recognizes the importance of ensuring platform safety and protecting against fraudulent and deceptive commercial practices and also seeks to ensure fairness and transparency for business users of the designated CPS, including in relation

1. AI / ML Models And LLMs

25.   LinkedIn builds and trains AI / ML models that may combine personal data from the LinkedIn CPS and another LinkedIn service. In that case, to comply with the DMA, LinkedIn seeks consent from EEA-Based Members to combine their personal data within the meaning of Article 5(2)(b) of the DMA. LinkedIn provides below examples of data practices and use cases.

- **Member interest modeling:** LinkedIn has models within its CPS to determine whether a member is interested in different types of experiences (*e.g.*, jobs, learning, ads). In complying with Article 5(2)(b) of the DMA, absent consent, these models do not enrich an EEA-Based Member's professional interest profile by combining personal data from the Jobs, Learning, and LMS services with personal data from the LinkedIn CPS to know which types of member experiences to prioritize.

- **Model training for ranking and recommendations:** LinkedIn has models owned by different services and their features (including the LinkedIn CPS, LMS, Jobs, and Learning) that determine the best specific content for a user to see. Absent end-user consent, those models are trained only on personal data from within each service.

    o Example: The jobs recommendations and search models within Jobs are no longer trained on any LinkedIn CPS personal data from EEA-Based Members unless they consent. These models surface information such as what companies members follow or what professionals they follow or are connected to.

    o Example: The models that determine which notifications to deliver to members about key activity happening across the LinkedIn CPS are no longer trained on end users' personal data from Jobs unless they consent.

26.   Since March 2024, LinkedIn has developed and integrated multiple Generative AI ("**GenAI**") features into existing products to enhance LinkedIn user experiences, providing members with options to more easily discover, create, and share content, as well as discover and connect with other members and professional advancement opportunities on the LinkedIn CPS.

27.   To power GenAI features, LinkedIn uses (i) LLMs that produce content and (ii) existing AI/ML models (*e.g.*, for recommending existing content) that comply with Article

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to online advertising in the form of greater access to ad performance metrics to advertisers using the gatekeeper's online advertising service. In particular for fraud detection and platform safety, LinkedIn has active trust AI models to minimize illegal, fraudulent, and unsafe activity on the entire LinkedIn platform that address fake accounts, account takeover prevention, profile scraping prevention, bot traffic, spamming, and payment fraud / abuse. And LinkedIn maintains robust content policies in order to ensure safe and professional conversations on its platform. In order to uphold these policies and mitigate against the risk of harm to members when they interact with others on the platform, LinkedIn has AI models for detecting a multitude of invasive behaviors across the platform. This is also necessary for LinkedIn's ongoing compliance with the Digital Services Act ("**DSA**") in addressing fraudulent and inauthentic activity on the platform to mitigate certain systematic risks under the DSA. Similarly, LinkedIn shares certain LinkedIn member data with Microsoft solely for cybersecurity purposes, such as to monitor and detect malicious activities and security threats and protect LinkedIn users as well as Microsoft and its customers from these threats.

5(2)(b) of the DMA as described above. LinkedIn's use of LLMs also complies with Article 5(2)(b). For fine-tuning, training, and running inferences on GenAI LLMs, EEA-Based Members' DMA consent settings are honored as appropriate.

- o <u>Example</u>: Jobs with AI-assistant helps members who post and promote jobs on LinkedIn to streamline certain manual parts of the recruiting process, including candidate outreach and application review. Jobs with AI-assistant consists of multiple features, and LinkedIn complies with Article 5(2)(b) at the feature level. For instance, a feature that combines personal data from the LinkedIn CPS and Jobs would check and honor EEA-Based Members' DMA consent.

- o <u>Example</u>: LMS Accelerate is LinkedIn's AI-powered advertising campaign tool that helps advertisers to more easily create advertisement content and target audiences as well as initiate ad campaigns. LMS Accelerate includes two primary GenAI features: ad audience creation and ad content creation. For the ad audience creation feature, which involves personal data combinations between the LinkedIn CPS and LMS, LinkedIn checks and honors EEA-Based Members' DMA consent for running the ad campaigns. The ad content creation feature does not involve such data combinations by LinkedIn and thus does not require DMA consent.

28. In February 2024, LinkedIn launched its consent screens for seeking end-user consent for the relevant data practices under Article 5(2)(a) and (b) of the DMA for its EEA-Based Members (*see* **Figure 6** below for the consent flow and user experience).

Figure 6. DMA Consent Flow
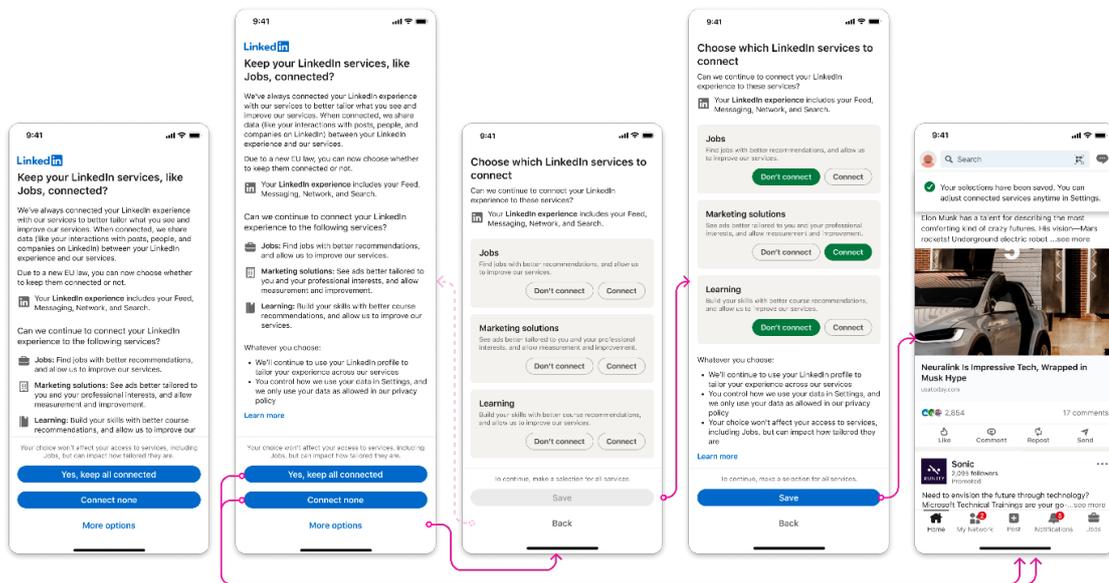
Source: LinkedIn

29. If the end user chooses to connect all LinkedIn services, LinkedIn combines the LinkedIn CPS personal data with personal data from Jobs, LMS, and Learning to provide more personalized user experiences and improve those services. For LMS, upon end-user consent, LinkedIn also processes personal data of end users using

services of third parties that use the LinkedIn CPS for LMS purposes, including for measurement and improvement (as described above in **Section A**).

30.   As illustrated in **Figure 7** below, the consent screen provides a direct link to a Help Center page[11] that enables end users to access more information about the consent, including detailed descriptions of what the LinkedIn services entail, what connecting those services means for the user experience, and other related information. The consent screen includes two equally weighted "call-to-action" ("**CTA**") buttons for end users to choose and language that seeks to clarify that regardless of which button they choose, (1) the end users will still be able to access all the LinkedIn services, (2) their profile data will be used to personalize those services, and (3) LinkedIn will continue to respect their existing privacy settings pursuant to its Privacy Policy.

<div align="center">
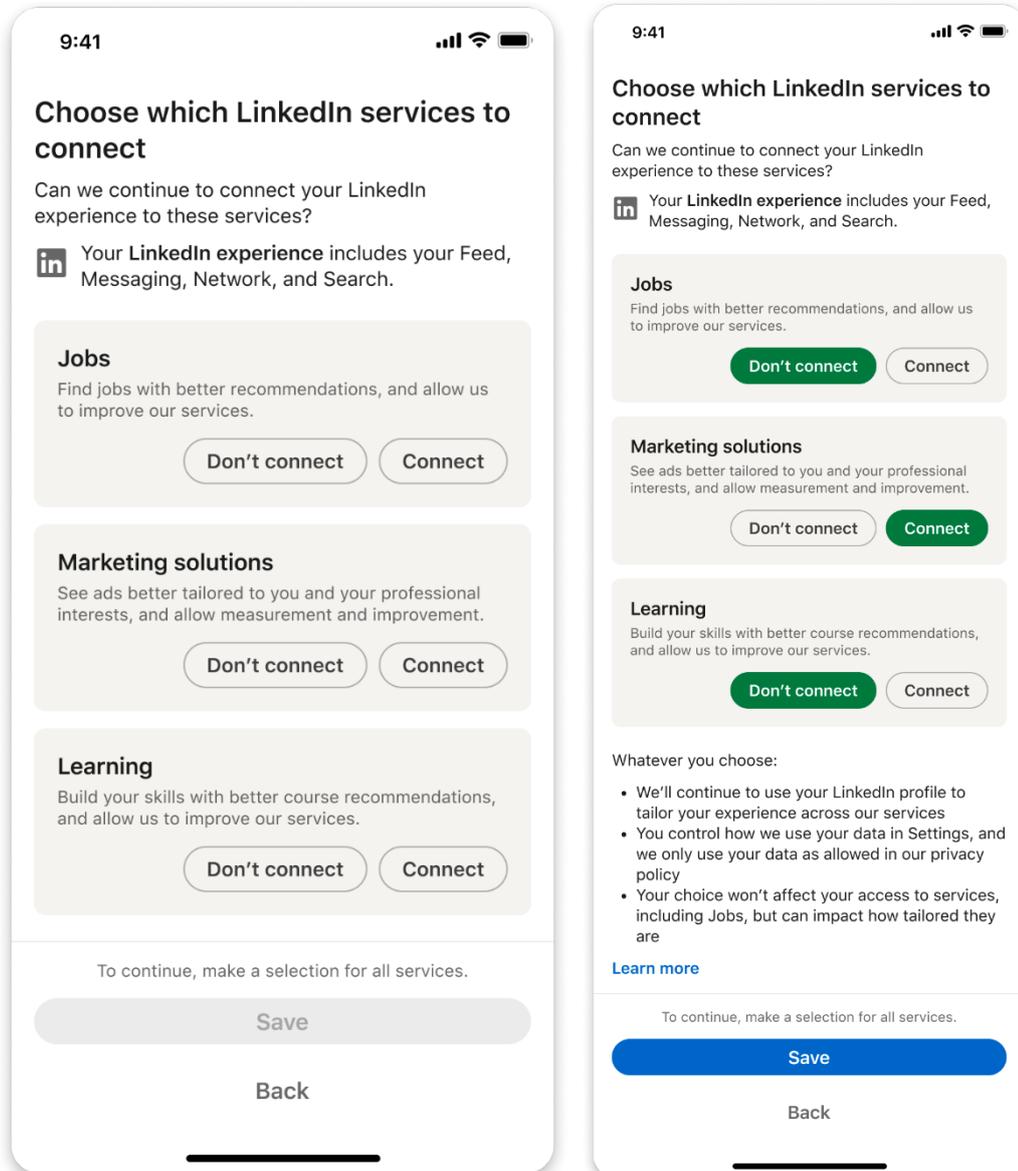
Figure 7. DMA Consent Screen

</div>

<div align="center">
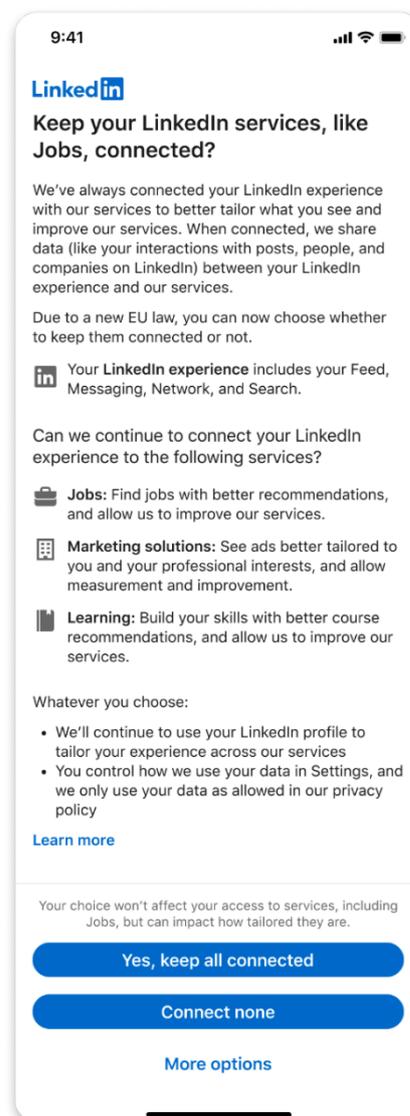
Source: LinkedIn

</div>

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[11]   *See* Connecting to LinkedIn Services.

31.   The consent screen also provides a "More Options" button that directly links to an options screen to customize which LinkedIn services to connect (*see* **Figure 8** below). It further states that the end users may change their DMA settings any time through settings ("*You control how we use your data in Settings, and we only use your data as allowed in our privacy policy*").

<p align="center">Figure 8. DMA Options Screen</p>

<p align="center"><i>Source: LinkedIn</i></p>

32.   LinkedIn's DMA consent screen was initially launched with new DMA settings which appear as a group of settings under the title "LinkedIn Services" within a member's settings experience on LinkedIn. These settings allow members to easily withdraw any consent previously provided or to subsequently opt-in to any of the use of data covered by the settings. When LinkedIn launched the GDPR Consent starting in December 2024 (as described above in **Section A**), the DMA LMS setting for members who

navigate to their settings was updated to include additional information (*see* **Figure 9** below).[12]

Figure 9. LinkedIn DMA LMS Setting Language

← Back

Marketing solutions

Can we connect your LinkedIn experience (including your Feed, Messaging, Network, and Search) to our Marketing solutions service so we can personalize ads, and allow measurement and improvement?

Connecting "Marketing Solutions" means that we will use your LinkedIn activity data, data we have inferred about you along with certain third party data for ads, and we will also measure and optimize our ad systems, but only to the extent your relevant ad settings allow the use of this data for ads. **Learn more** about the related ad setting.

You can customize your individual preferences in **Advertising data settings.**

Don't connect   Connect

Source: LinkedIn

33.   Further, LinkedIn provides additional information on a Help Center page that members can access by clicking on the "Learn more" link on the DMA LMS consent setting page (*see* **Figure 9** above). The Help Center page[13] informs members that LinkedIn only processes their data for ad purposes to the extent that they *also* provided consent in the GDPR Consent screen. It provides detailed examples of scenarios for members to understand under which circumstances LinkedIn does or does not process their personal data for ad purposes.

34.   If a member was getting personalized ads based on certain categories of data because the member had initially opted into the DMA LMS consent screen but now refuses to allow, for example, inferred gender data when the GDPR Consent screen appears, then the personalized ads governed under the DMA LMS consent will also no longer be based on inferred gender data.[14] The only exception would be for Matched Audiences, where the GDPR Consent for this particular use case also covers the DMA Article 5(2)(a) consent for the same purpose (as discussed above in **Section A**). Thus, even if a member does not opt into the DMA LMS consent, opting-into the GDPR Consent enables data processing for Matched Audiences.

35.   Importantly, if the member withdraws consent for either the DMA LMS consent or any relevant ad setting for the GDPR Consent, LinkedIn will stop using the corresponding personal data for ad purposes. The same exception for Matched Audiences would

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12   Since December 2024 (when LinkedIn initiated the GDPR Consent for EEA-Based Members), LinkedIn has added in the DMA LMS setting that it will personalize ads based on the data as a result of connecting the LinkedIn CPS with LMS "*but only to the extent your relevant ad settings allow the use of this data for ads*."

13   *See* Marketing Solutions Service (DMA) and Ads Settings (GDPR) Interactions.

14   If a member did not initially consent to the use of certain data when prompted to make a choice under the DMA LMS consent launched in February 2024, LinkedIn will continue to respect that choice.

apply, where LinkedIn solely relies on the "Advertiser Data for Ads" setting for both GDPR and Article 5(2)(a) of the DMA (*see* **Figure 5** above).

2. **End-User Data Combinations For Premium Promotions**

36. Prior to the DMA compliance deadline of 7 March 2024, LinkedIn did not seek consent when combining end-user personal data from the LinkedIn CPS and other LinkedIn services to engage in targeted marketing of its Premium subscriptions to its end users. To comply with Article 5(2)(b) of the DMA, however, LinkedIn has ceased combining end-user personal data from the LinkedIn CPS and other LinkedIn services to engage in such marketing of its Premium subscriptions to its LinkedIn EEA-Based Members who are acting in their end-user capacity.

37. LinkedIn members can purchase LinkedIn Premium subscriptions that offer enhanced sets of features for engaging with the LinkedIn CPS (*e.g.*, Premium Career allowing members to access advanced functionalities to discover and connect with prospective employers). LinkedIn members who do not have a Premium subscription may be presented with an offer to upgrade to a Premium subscription as part of their LinkedIn end user experience. For instance, LinkedIn members may see an offer to upgrade to a Premium subscription on the LinkedIn CPS website or application, including in the homepage feed, LinkedIn messaging inbox, and Jobs page. This functionality remains available but is provided in a less personalized way.

38. LinkedIn also promotes and markets Premium subscriptions through e-mail outreach to its end users but has ceased combining first-party personal data for EEA end users collected across its services for that purpose.

39. Finally, LinkedIn uses third-party online advertising services to promote Premium subscriptions on various third-party advertising platforms. As a customer of third-party advertising platforms, LinkedIn seeks to reach relevant audiences for its ad campaigns and receives ad attribution (conversion tracking) reports from those advertising platforms just as any other customer of those third-party advertising services would. While LinkedIn is of the view that Article 5(2)(b) of the DMA does not apply to this use case because LinkedIn acts as a customer of third-party advertising services, LinkedIn has ceased the related personal data combinations for EEA end users.

3. **LMS Groups**

40. In order to serve certain LMS ads off platform on behalf of advertisers that have enabled the LinkedIn Audience Network ("**LAN**") feature,[15] LinkedIn uses its member profile data to assign members to groups based on professional attributes (*e.g.*, competition lawyers in Brussels) with group labels (*e.g.*, a random string of digits and letters). Each group has a minimum size to ensure that any individual would have less than a [0-10]% risk of being identified in a group. Each group label refers to the set of common professional attributes used to create that group. If a certain group label would allow for potentially singling out a user, it is not included. For instance, LinkedIn does not

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[15] The LAN feature allows LMS advertisers to extend their LinkedIn ad campaigns to third-party websites or applications to target users reasonably identified as LinkedIn members.

have a group label such as "marketers in Paris who went to HEC Paris and are Jr Financial Analyst with 20 years of experience."

41. Because there are countless possible groups that can be built based on different sets of professional attributes, and only a small subset of that universe of all possible groups would actually be valuable to LMS customers for targeting their ad campaigns, LinkedIn looks at which ad campaigns have historically performed well in terms of total revenue, clicks, conversions, *etc*. Without processing member-level LMS data, LMS tabulates campaign metrics (*e.g.*, number of clicks on a given ad) tied to particular ad campaigns (*e.g.*, by campaign IDs). From the ad campaigns that have historically performed best, LinkedIn takes account of the profile attributes that advertisers have used to target those ad campaigns and based on their aggregated historical ad campaign data, LinkedIn further shrinks the set of attributes to the most successful sets of member profile facets targeted to finalize which subset of groups to build based on those member profile facets (*e.g.*, junior associate, competition law firm, Brussels). Throughout this process, only member profile data and ad campaign data is used to build the groups themselves.

42. Once LinkedIn has built groups based on member profile facets (*e.g.*, title, company, profession, location), LinkedIn needs to be able to match a user on a third-party application to a group on-device in order to serve a LAN ad. To probabilistically match the unidentified user to the most likely relevant LinkedIn group, LinkedIn relies on the third-party application that has integrated LinkedIn's software development kit ("**SDK**") to run the SDK for the matching. The matching of the unidentified user to a LinkedIn group would occur *on the device*, and the only information that flows back to LinkedIn is the group label the user was matched to.

43. LinkedIn honors its members' DMA consent for LMS under Article 5(2)(a) of the DMA (described above in **Section A**) in building and implementing groups. No DMA end-user consent for Article 5(2)(b) of the DMA is sought or required, however, because LinkedIn's use of first-party member data to create the groups only involves LinkedIn CPS personal data and not a "combination" of personal data from the LinkedIn CPS and LMS.

4.   Customer Data Integrations

44. LinkedIn's data sharing with third parties outside of online advertising largely involves data integrations with LinkedIn customers (or customer-authorized partners) as part of providing the relevant LinkedIn services to those customers, where LinkedIn uses the customer's own data for the benefit of the customer – without any data accumulation addressed by Article 5(2) of the DMA. As described below, business users of the LinkedIn CPS provide LinkedIn with their own data for the purpose of using the Recruiter or Sales Navigator features of the LinkedIn CPS.

45. For instance, an enterprise customer using LinkedIn's Recruiter tool – which is part of the LinkedIn CPS – can provide the personal data of job candidates collected through applications the company received for open positions in its career site (*e.g.*, applicant name, email address, resume). LinkedIn then maps the customer's data with member profile data to check whether any of the customer's job applicants are also LinkedIn members (*see* **Figure 10** below). Customers may choose to enter their own data on prospective job candidates in Recruiter via manual entry, manual upload (comma

separated value file), or through an API integration directly to the customer's Applicant Tracking System ("**ATS**") – either their own system in-house or a third-party solution they utilize. Customer data and member data are matched within Recruiter. Once matched, the member data can then be displayed within the Recruiter user interface ("**UI**") for that customer. The LinkedIn profile data the customer can access through this matching process is the same member profile data already available on the LinkedIn CPS.

Figure 10. Customer ATS Integration With Recruiter
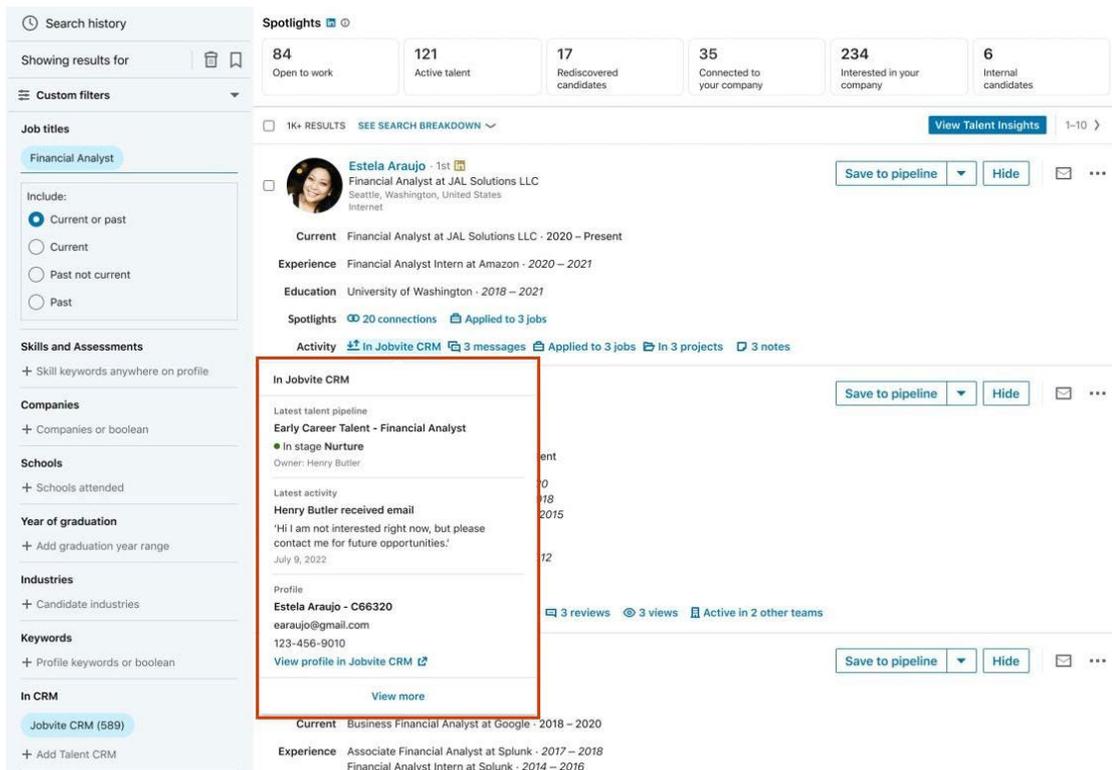
Source: LinkedIn

46.   Customers can also view the matched LinkedIn member profile information for their job candidates within their own ATS through an API integration with LinkedIn that enables similar mapping of LinkedIn's member data and the customer's applicant data (*see* **Figure 11** below). This and similar features fall outside the scope of Article 5(2)(b) of the DMA given the functionality is performed by customers (not by the LinkedIn CPS) in separate tools chosen and controlled by the customers (*e.g.*, their ATSs of choice).

Figure 11. Customer's Own ATS Integrated With LinkedIn

Source: LinkedIn

C. Compliance With Article 5(2)(c) Of The DMA

47. Microsoft describes below: (**1**) the LMS, Jobs, and Learning services, which are all provided together and cross-use data with the LinkedIn CPS without the need for end-user consent under the DMA, (**2**) the LinkedIn People Card ("**LPC**") API, and (**3**) the cross-use of LinkedIn data for Microsoft Advertising and LMS.

1. Data Cross-Use Between The LinkedIn CPS And LMS, Jobs, And Learning

48. Article 5(2)(c) of the DMA recognizes that notably when a service is provided together with, or in support of, a designated CPS, the services can share personal data without end-user consent, provided that data is not combined but only cross-used.[16] On this basis, Microsoft describes below its compliance with Article 5(2)(c) of the DMA in relation to services that are distinct from but provided together with the LinkedIn CPS,

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[16] Recital 36 of the DMA provides that end-user consent is required for the cross-use of personal data between the CPS and "other services provided separately by the gatekeeper, notably services which are not provided together with, or in support of, the relevant core platform service." Consent is not required for the cross-use of personal data between the CPS and another service that is not provided separately, notably when it is "provided together with, or in support of" the CPS.

namely LMS, Jobs, and Learning. The LinkedIn CPS includes Recruiter and Sales Navigator as well as two new features that have launched since 7 March 2024: LinkedIn Video Feed and Games.[17]

49. **LMS.** LMS ads form an integral part of the user experience on the LinkedIn CPS. For instance, paid user posts ("**Sponsored Updates**") are shown together with organic user posts on the LinkedIn social feed as part of a single feed experience on LinkedIn. Given the professional focus of the LinkedIn CPS, LMS ads are often B2B-focused and content-rich so they help LinkedIn members be informed in their professions and make informed business decisions. Marketers can also engage members in professional conversations through native ads displayed in a member's LinkedIn messaging inbox ("**Sponsored Messaging**"). These interactions are an integral part of a user's experience on the LinkedIn CPS and what users expect from their professional social networking service. Thus, LMS is not provided separately from the LinkedIn CPS and end-user consent is not required for personal data cross-use with the LinkedIn CPS.

50. **Jobs.** Jobs content is displayed in relevant job search results, recommendations, and notifications on the feed, homepage, and Jobs tab of the LinkedIn CPS website / application based on LinkedIn member data. Not only do the Jobs features form part of the user experience of the LinkedIn CPS, but Jobs also has an inherent link with that CPS. LinkedIn's purpose is to enable members to advance their careers, including by seeking new job opportunities, which in turn requires that they are able to discover job opportunities particularly relevant to them (such as based on location, industry, level of experience, seniority, and other elements reflected in their LinkedIn profile). Jobs is thus offered together with the LinkedIn CPS and end-user consent is not required for personal data cross-use with the LinkedIn CPS.

51. **Learning.** LinkedIn offers two types of Learning services – one accessed and provided as part of the LinkedIn CPS (referred to as "Learning") and another provided purely as an enterprise or employee experience accessed without logging-into the LinkedIn CPS (the enterprise "unbound" experience). Regarding the first service, the Learning content is displayed as relevant search results and recommendations directly on the social feed and homepage of the LinkedIn CPS website / application and on the Learning webpage based on LinkedIn member data. Upon completing a Learning course, a member can also directly add it to their LinkedIn profile. Here, Learning has an inherent link with the LinkedIn CPS because LinkedIn's purpose is to enable members to advance their careers, including by improving professional expertise and skills, which in turn requires that they are able to discover Learning content particularly

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[17]   Recruiter and Sales Navigator are part of the LinkedIn CPS and constitute advanced tools used by LinkedIn members to discover, connect, and communicate with other LinkedIn members (who are potential job candidates or sales leads), consistent with how online social networking services are defined in Article 2(7) of the DMA and used for the same purpose as the LinkedIn CPS. Recruiter and Sales Navigator are thus part of the LinkedIn CPS. Similarly, LinkedIn's new Video Feed and Games features that have launched since 7 March 2024 are also part of the LinkedIn CPS. The LinkedIn Video Feed is a mere extension of the LinkedIn CPS feed in the form of an immersive video experience for a subset of the video content already available on the regular feed. LinkedIn Games offers daily puzzle games for LinkedIn members to play alongside their LinkedIn connections. Both features are used by LinkedIn members for the same purpose as the LinkedIn CPS – to discover and engage with content on the feed as well as to connect, engage, and keep in touch with connections on the LinkedIn CPS for professional advancement as well as for new users to join and engage with the LinkedIn network.

relevant to them (such as based on location, industry, level of experience, and seniority). Learning is thus not provided separately from and no end-user consent is required for data cross-use with the LinkedIn CPS. By contrast, the enterprise "unbound" experience is provided separately from the LinkedIn CPS within the meaning of Article 5(2)(c) of the DMA, thus requiring end-user consent.

52. LinkedIn cross-uses without end-user consent LinkedIn member profile data and standardized information from that data in LinkedIn services provided together with the LinkedIn CPS.[18] LinkedIn member profiles are searchable and viewable to all members on LinkedIn. Generally speaking, member profile data visible to other members on LinkedIn includes: (i) member-inputted profile data (such as name, photo, job title, employer, school attended, geographic location, and skills); (ii) the member's prior actions on LinkedIn included in their profile (such as connections, companies followed, and LinkedIn groups joined); and (iii) other members' engagement with the profile (*e.g.*, recommendations and skill endorsements). LinkedIn also standardizes certain information from the aforementioned member profile data, such as job function, title, and seniority. For instance, closely related job titles (such as "director of product," "product manager," and "VP of product") would be standardized to a function (such as "product management").

53. LinkedIn has launched Premium All-in-One, a comprehensive product view for small businesses offering easy-to-use sales, marketing, and hiring tools all in one place. This offering displays together existing features from CPS products such as Pages and Sales Navigator as well as services provided together with the LinkedIn CPS, namely Jobs, Learning, and LMS. The All-in-One product view does not make any new combinations of member personal data. The customer's My Premium dashboard includes modules from both the LinkedIn CPS and services provided with the LinkedIn CPS, but they are populated independently and in compliance with Article 5(2) of the DMA.

2. **LPC API**

54. Microsoft uses LinkedIn's standard profile APIs[19] to allow LinkedIn members to create profiles / accounts on its enterprise applications and the Microsoft website[20] and a Microsoft-specific LinkedIn API,[21] called the LPC API, that enables Microsoft to

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[18]   For example, running an already built and trained AI / ML model with personal data from a designated CPS to trigger an action in another service constitutes cross-use under Article 5(2)(c) and no end-user consent would be required as long as the other service is provided together with the CPS.

[19]   In connection with its use of LinkedIn's standard profile APIs and other LinkedIn standard APIs, such as LinkedIn's advertising (including conversions) and pages APIs, Microsoft uses LinkedIn's standard OAuth flows. Similarly, LinkedIn uses the "Sign in with Microsoft" API to allow users to sign-into their LinkedIn accounts using their Microsoft account credentials. Once a user has authenticated using their Microsoft credentials, LinkedIn will store a generated Microsoft user ID to support future user sign-ins. None of these use cases involve Microsoft sending personal data to LinkedIn for the purpose of enriching LinkedIn's first-party data.

[20]   Examples of such applications include Microsoft's application for start-up founders and Microsoft's career site.

[21]   LinkedIn offers a variety of API developer programs that enable third-party partner applications to access member data for hiring, sales, identity, and search use cases. Such programs range

provide users of its Microsoft 365 ("**M365**") productivity applications[22] with access to their own LinkedIn profile data and with access to LinkedIn profile snapshots about members that those users communicate with or otherwise interact with via the M365 applications. The LPC user interface (including the display of LPC data within a tab in a Microsoft profile card, as shown in **Figures 12-15**), data access controls (including scope and member settings limitations), and functionality are standardized across the M365 applications with only minor application-specific variations. Currently, the LPC integrations are available in M365 applications such as Outlook, Copilot, Teams, and People Companion (which is a productivity application that lets M365 users quickly research people they interact with). So, for example, in Outlook, an Outlook user ("**viewer**") is able to view certain LinkedIn profile data of LinkedIn members ("**viewees**") that the viewer is emailing to better interact and network with them.

55.   To enable this scenario, the relevant M365 application uses the LPC API to perform a search for a viewee's LinkedIn member profile by sending data fields associated with the viewee and available to the M365 application (*e.g.*, name, email address, company, job title) to LinkedIn. If LinkedIn can locate an exact match to a member profile based on email address, the member's publicly visible LinkedIn profile data will be returned to the M365 application for display to the viewer. If an exact match is not found, LinkedIn will rely on "probable matching," whereby LinkedIn will return a set of possible matches (with their publicly visible LinkedIn profile data), and the viewer may select a member from that set.

56.   In addition, viewers can bind or connect (via dedicated consent screens) their LinkedIn and Microsoft accounts for the purpose of allowing Microsoft to show the viewer certain LinkedIn profile data of the viewee that is not publicly visible (such as shared connections), which the viewer can already access on the LinkedIn platform while logged-in.

57.   **Figures 12-15** below provide illustrative screenshots of the LPC experience in Outlook, Copilot, and People Companion.

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from private programs to large self-serve programs and are designed to allow members to benefit from their LinkedIn profiles off of the platform.
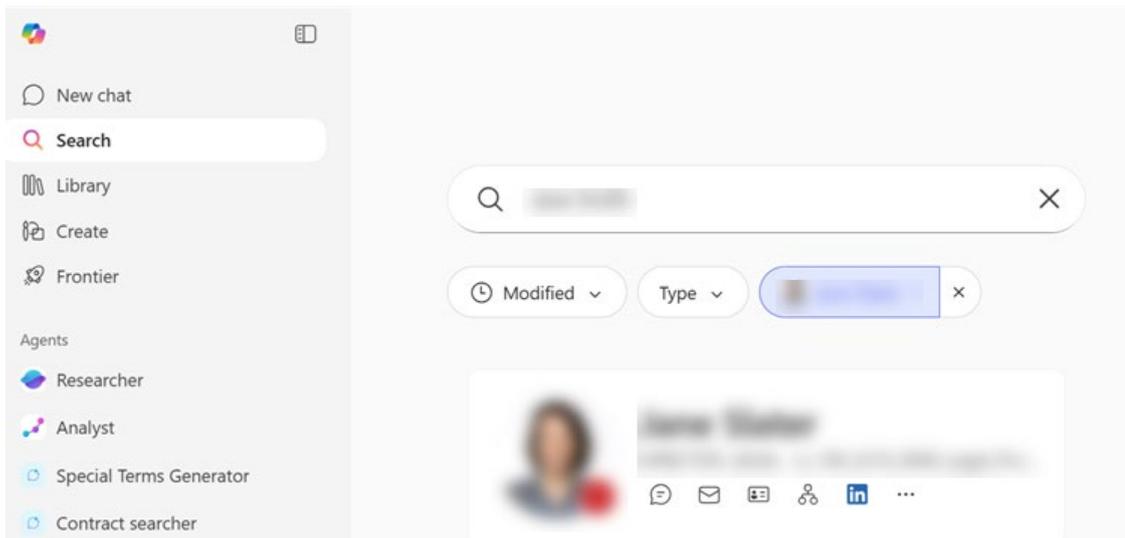
[22]   *See* Microsoft 365 - Apps and services.
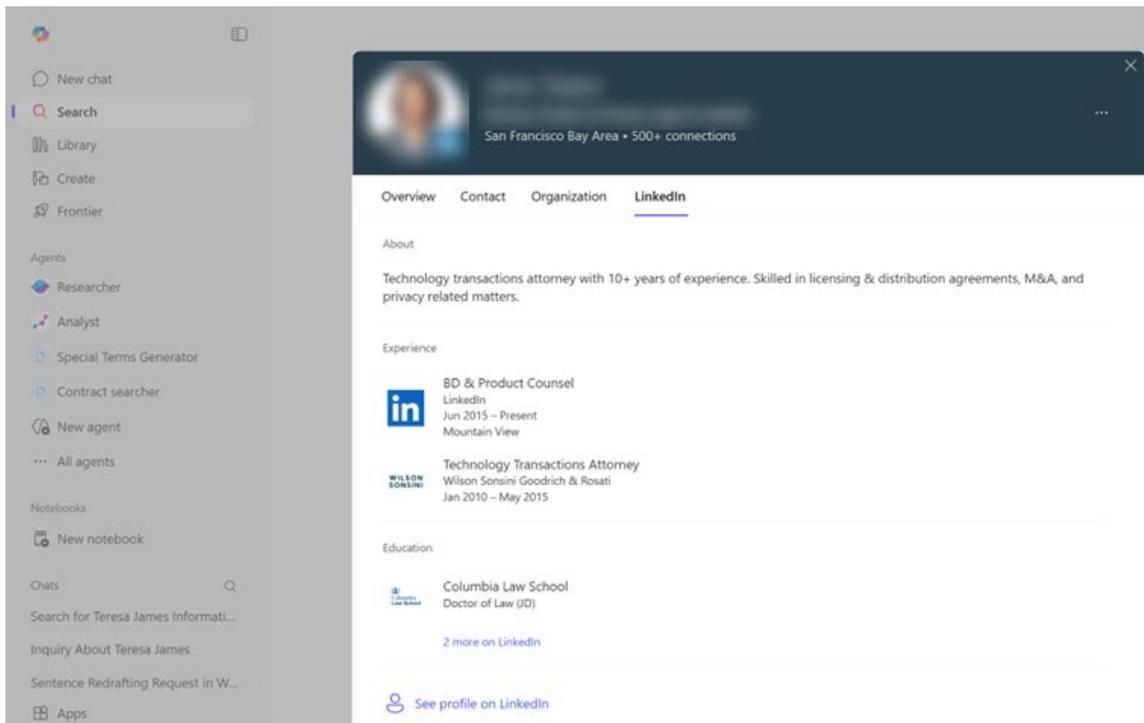
Figure 12. LPC Experience On Outlook
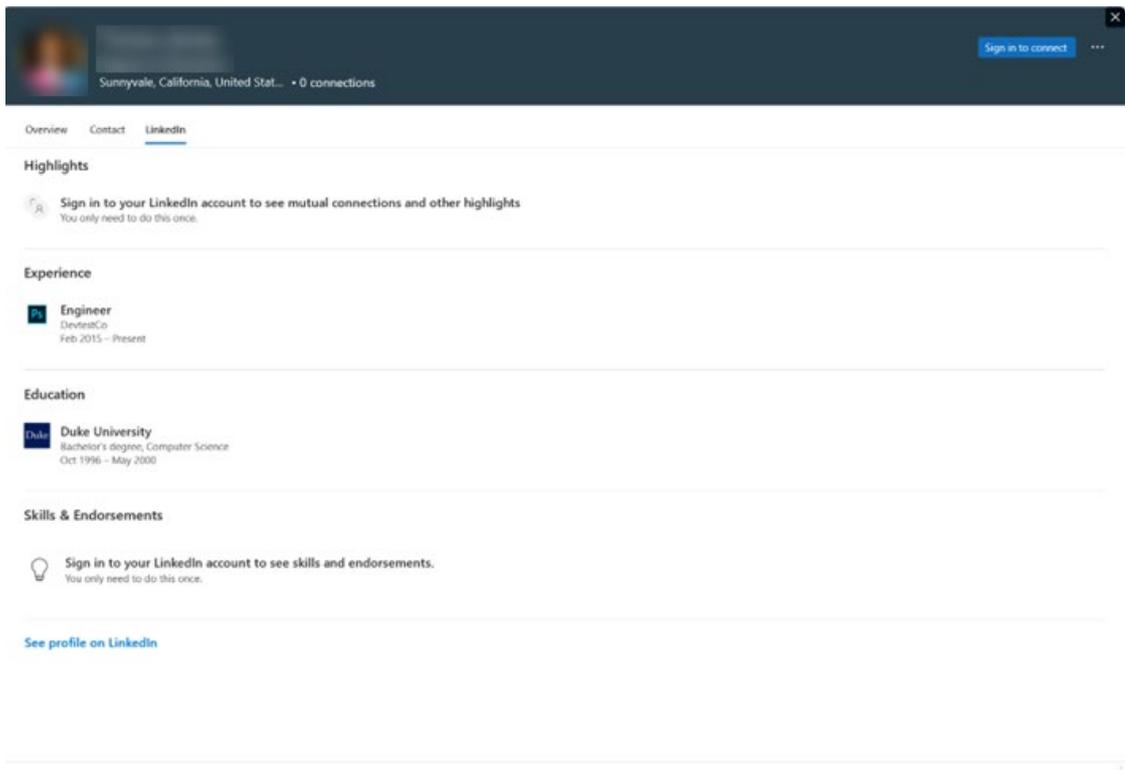
Source: Microsoft

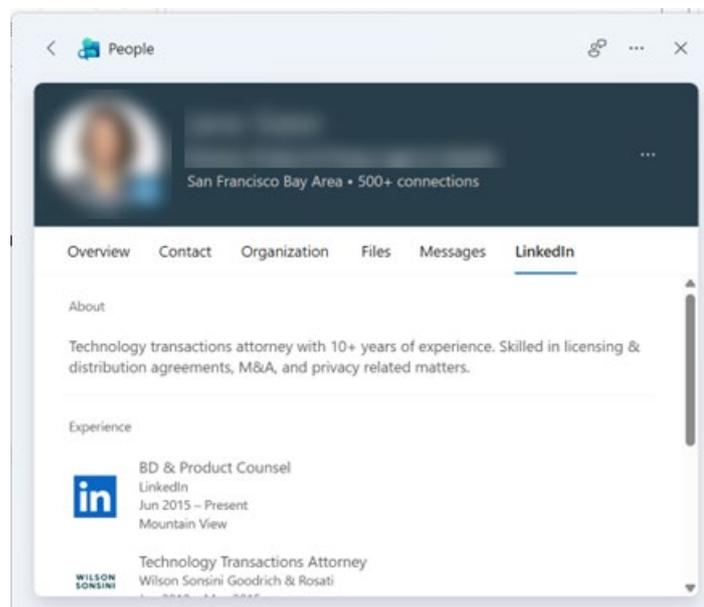**Figure 13. LPC Experience On Copilot (Screen One)**

Source: Microsoft

Figure 14. LPC Experience On Copilot (Screen Two)

Source: Microsoft

Figure 15. LPC Experience On People Companion App

Source: Microsoft

58.   LinkedIn uses the viewees' data that Microsoft makes available to them (via the LPC API) for: (i) matching to return the LinkedIn member profile to the M365 application; (ii) anti-abuse (*e.g.*, to identify if there is any data exfiltration attack on the API); (iii) debugging, including load / capacity monitoring; and (iv) search relevance (including monitoring match rates and improving relevance models). LinkedIn only stores this

data, in an encrypted form, for up to 30 days as necessary to support these use cases, and they are stored separately from LinkedIn's first-party member data.

59.   Prior to the creation of the LPC setting discussed below, LPC returned LinkedIn profile data for viewees, regardless of the location on the relevant viewee's profile.   Data availability in LPC was, however, subject to the following settings, which continue to be applicable:

- **Off-LinkedIn Profile Visibility.**[23] Microsoft refers to **Figure 16** below.

**Figure 16. Screenshot Of The Setting "Off-LinkedIn Profile Visibility"**
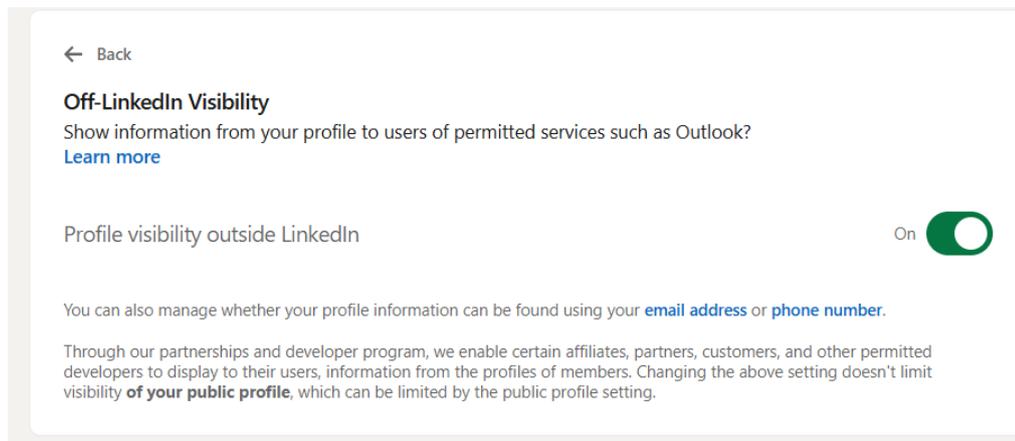
Source: LinkedIn

- **Public Profile.** This setting applies unless an LPC viewer has bound their LinkedIn and Microsoft accounts as described above, in which case, the viewer is no longer limited to the publicly visible LinkedIn profile of the viewee.[24]

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[23]   *See* Off-LinkedIn Visibility.

[24]   *See* Public profile settings.

**Figure 17. Screenshot Of The Setting "Public Profile"**
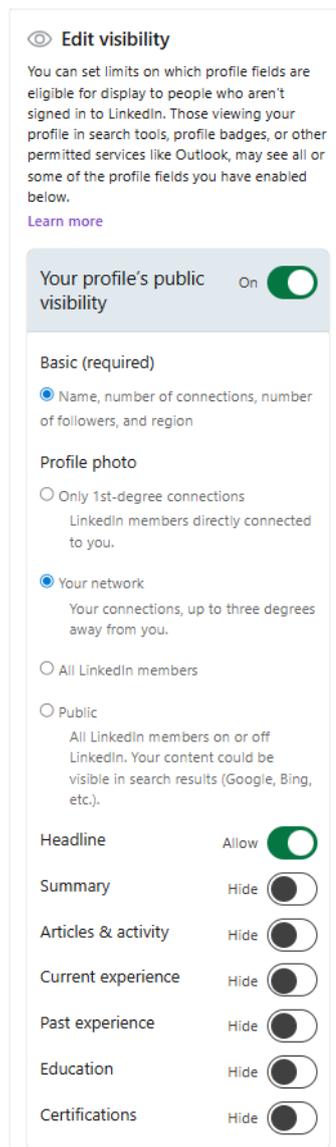
Source: LinkedIn

- **Profile Discoverability By Email.** When this setting is limited to LinkedIn connections, it prevents Microsoft from matching viewees' email addresses to LinkedIn member profiles. Microsoft can still obtain probable matches for the viewee using the viewee's name, company, job title, *etc.*[25]

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[25]   *See* Discover by email.

Figure 18. Screenshot Of The Setting "Profile Discoverability By Email"
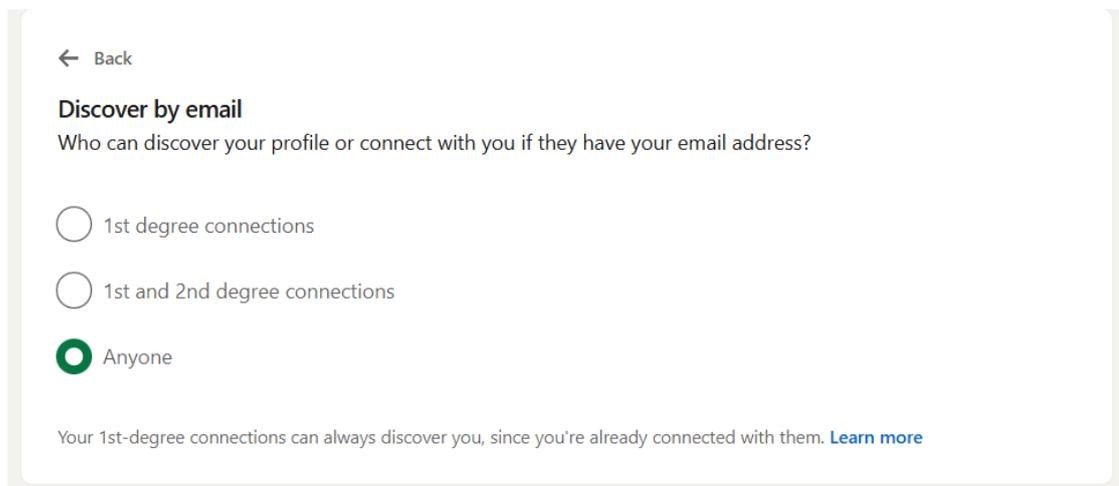
Source: LinkedIn

60.   LinkedIn has created an LPC privacy setting available only to LinkedIn EEA-Based Members. The privacy setting controls whether or not the relevant member's profile data is made available via the LPC APIs. The setting design includes the following components:

- **Member setting.** EEA-Based Members are, by default, opted-out of LPC (*i.e.*, the setting is, by default, "off") and via the setting, members can control the display of their profile data in LPC.

- **Availability based on profile location.** This setting remains available even if that member subsequently changes their profile location to a non-EEA location. There is no requirement that the member must have previously interacted with the setting. In particular:

    o   The default setting does not change when the member's profile location changes from an EEA to a non-EEA location.

    o   If a member with an EEA profile location changes their setting and then changes to a non-EEA profile location, the changed setting still applies.

    o   If a member with a non-EEA profile location changes to an EEA location, the setting becomes available to them.

- **Standalone.** This setting does not override existing member setting selections, such as the fields the member has selected to include in their publicly visible profile.

- **Connected Microsoft / LinkedIn accounts.** If an M365 user binds or connects their Microsoft and LinkedIn accounts, the binding, which impacts the viewer experience as discussed above, does not override this setting.

61.   The following description covers: (i) the technical changes in the process for LPC for EEA-Based Members; and (ii) the UI for the LPC setting available to EEA-Based Members.[26]

- **Technical changes in the process for LPC:**

62.   LinkedIn provides below a detailed description of the process applicable for LPC for all EEA-Based Members.

Table 1. Description Of The Previous Process For LPC And Changes Made For EEA-Based Members

Previous Process	Current Process For EEA-Based Members
N/A	Under the LPC privacy setting, EEA-Based Members' settings data for the privacy setting is continually updated in a settings database. Notifications of updates are sent to all services that use the settings data.
LinkedIn generated a search index, which is a way of organizing and storing the data to make it easier and faster to search. LinkedIn search capabilities are made possible by leveraging its internal search technology.	LinkedIn generates a search index that includes the LPC privacy settings. The index consumes and responds to the settings' update notifications.
Microsoft sent an API request with certain personal data ("**Partner Data**"), consisting of email address, first name, last name, company, and/or job title, for the members they are searching for on the LinkedIn CPS.	**No Change:** Microsoft sends an API request with Partner Data for the LinkedIn members they are searching for on the LinkedIn CPS.
Upon receiving this request, LinkedIn searched for relevant members matching the input provided in the request.	Upon receiving this request, LinkedIn searches for relevant LinkedIn members matching the input provided in the request against the search index. This query contains the logic to include EEA-Based Members only if their setting value exists and is turned on.
This search could be based on email address only, which produced only one match. Alternatively, this search could be based on one or more of the data fields (such as first name, last name, company, title) which resulted in multiple "fuzzy" / probable matches.	**No Change:** This search could be based on email address only, which produces only one match. Alternatively, this search could be based on one or more of the data fields (such as first name, last name, company, title) which results in multiple "fuzzy" / probable matches.

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[26]   The existing terms for Microsoft's use of the LPC API can accommodate the proposed new measure without amendments.

Previous Process	Current Process For EEA-Based Members
The matching process could result in a set of member identifiers, which were then used internally to request further information about the relevant member's LinkedIn profile, such as their education history, career history, *etc*.	**No Change:** The matching process may result in a set of member identifiers, which are then used internally to request further information about the relevant member's LinkedIn profile, such as their education history, career history, *etc*.
After applying applicable privacy settings and trust policies, LinkedIn returned the resulting set of member profiles along with their obfuscated member identifiers as a response to Microsoft's request.	After applying any additional privacy settings and trust policies, LinkedIn returns the resulting set of member profiles along with their obfuscated member identifiers as a response to Microsoft's request. LinkedIn no longer returns member identifiers (or profile data) in the response for those EEA-Based Members for whom the LPC privacy setting value is turned off.
Microsoft could cache the obfuscated member identifiers for matching purposes and could use the obfuscated member identifiers (and LinkedIn's online member decoration service)[27] to directly retrieve member profile information (again, subject to applicable privacy settings).	Microsoft may cache the obfuscated member identifiers for matching purposes and may use the obfuscated member identifiers (and LinkedIn's online member decoration service) to directly retrieve member profile information. In this scenario, the online member decoration service checks the applicable privacy settings (including the LPC privacy setting) against the settings database before returning any profile data. LinkedIn returns an empty result to Microsoft if the privacy setting value is turned off.
In addition to matching, LinkedIn used the Partner Data to support the following LPC use cases for: (a) anti-abuse (*i.e.*, to identify if there's any data exfiltration attack on this API); (b) debugging, including load / capacity monitoring; and (c) search relevance (including monitoring match rates and improve relevance models).	If LinkedIn identifies Partner Data as being associated with an EEA-Based Member (such as through an exact match based on email address) that has elected not to opt-in to LPC via the privacy setting, LinkedIn limits its use of such Partner Data to the following LPC use cases for: (a) anti-abuse (*i.e.*, to identify if there's any data exfiltration attack on this API); and (b) debugging, including load / capacity monitoring.[28]

Source: LinkedIn

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[27]   The online member decoration service is an API tool that allows developers to fetch profile data belonging to a member identifier.

[28]   Debugging is the process of detecting and removing errors from the LPC API integrations. It is often prompted by a user complaint about a particular query or their user experience. Debugging could also include measures to prevent future integration failures, such as analyzing the load capacity by reproducing recorded traffic and testing how the system behaves under the relevant load.

- **LPC setting applicable to EEA-Based Members:**

63. LinkedIn provides an LPC privacy setting in the Settings Hub for EEA-Based Members (which is set to "off" by default and can be turned "on" by the member):

Figure 19. LPC Setting For EEA-Based Members[29]
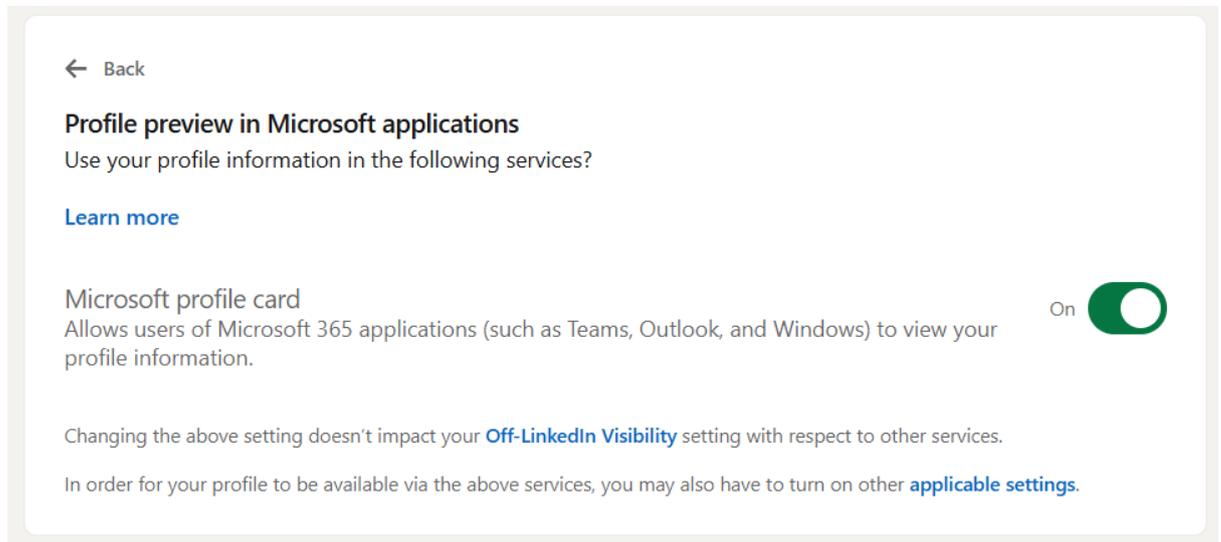
Source: LinkedIn

64. The "Learn more" and "applicable settings" link to a LPC Help Center Article.[30]

65. The LPC setting is available in the "Visibility" section of the Settings Hub and entitled "Profile Preview in Microsoft Applications,"[31] as shown in **Figure 20**.

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[29]   The "Off-LinkedIn Visibility Setting" links directly to the relevant setting. *See* Off-LinkedIn Visibility.

[30]   *See* LinkedIn profile data in Microsoft profile card services.

[31]   *See* Visibility of your profile & network.

Figure 20. Screenshot Of "Visibility" In The Settings Hub

Visibility of your profile & network

Profile viewing options	Private mode →
Page visit visibility	Off →
Edit your public profile	→
Who can see or download your email address	→
Who can see your connections	Off →
Who can see members you follow	Anyone on LinkedIn →
Who can see your last name	→
Representing your organizations and interests	Off →
Page owners exporting your data	Off →
Profile preview in Microsoft applications	On →
Profile discovery and visibility off LinkedIn	→
Profile discovery using email address	Anyone →
Profile discovery using phone number	Everyone →
Blocked members	→
Blocked Pages	→

Source: LinkedIn

3. Cross-Use Of LinkedIn Data For Microsoft Advertising And LMS

66. Prior to March 2024, LinkedIn had shared with Microsoft Advertising [CONFIDENTIAL] for certain LMS purposes, including targeting, serving, and measuring the performance of (including forecasting) more personalized advertisements to LinkedIn members on Microsoft properties. In order to comply with the requirements of Article 5(2)(c) of the DMA, Microsoft ended by 6 March 2024 the relevant data flows with Microsoft Advertising.

4. LinkedIn's Policy-Based Access Control Layer

67. To ensure compliance with the DMA, LinkedIn has built a comprehensive data architecture layer – the PBAC Layer – that ensures that LinkedIn members' and customers' information is used in compliance with Article 5(2) of the DMA. LinkedIn's data management system is composed of different data environments that are connected via different pipelines that ingest, process, and store data. These ultimately power LinkedIn's websites, services, and feature offerings. LinkedIn has three main

environments: (i) the Data Infrastructure Environment, (ii) the Application Environment, and (iii) the PBAC Layer that governs the flow of data between the first two in compliance with various internal policies governed by member privacy settings, relevant regulatory compliance, and other requirements.

68.   It is these logical separations and controls provided by the PBAC Layer that ensure, for example, the relevant datasets are not "combined" absent EEA-Based Member consent and only the permitted CPS personal data is cross-used within the meaning of Article 5(2)(c) of the DMA for unconsented EEA-Based Members. There are two aspects of the PBAC layer: the first one is to ensure that only authorized LinkedIn employees can access a given source of information. The second is that even for authorized employees, the data that can be accessed is scoped to the specific purpose of that access, and in the case of the DMA, accounting for the status of member consents, for instance. The resolution of a valid request to access data in compliance with various policies is implemented by an internal system called Groot.

69.   Groot allows LinkedIn to refine its current data processes according to various policies. For example, if an EEA-Based Member does not provide consent for their information being used beyond the LinkedIn CPS, Groot ensures that ML / AI models for other services (beyond the designated CPS) do not have access to that data by removing it from the data that the ML / AI models access for training purposes, thereby ensuring that no combination occurs without end-user consent. Groot distinguishes data combination and cross-use and allows permitted cross-use without consent.[32]

70.   To improve the efficiency of the PBAC Layer and enable more granular and automated application of DMA-related consent requirements, LinkedIn has enhanced its internal policy guidelines, supplemented its legal guidance and targeted training for engineering teams, and augmented its monitoring capabilities and controls.

5.   Trustworthy Design Review Process

71.   To aid in ensuring DMA compliance, LinkedIn also relies on its pre-existing legal review process for new product / feature launches or material updates to existing products / features – the TDR process. The TDR process involves LinkedIn's Product, Engineering, Legal, and other teams and consists of cross-functional reviews of new and existing products and features to determine relevant trust, legal, and security requirements. After its initial DMA compliance in March 2024, LinkedIn has since updated its TDR process to include more tailored review processes for the relevant obligations under the DMA.

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[32]   As LinkedIn is constantly refining its PBAC framework, building upon solutions over its past, one can conceptualize it as having two core components: (i) how one defines and controls a policy and (ii) how one enforces it. Groot ensures that each policy has a clearly stated and reviewed purpose for enforcement. For example, a DMA policy could read "Social Network CPS data cannot be used by Jobs service without explicit member consent," which Groot then enforces by (i) first checking the origin of the data the reader wants to access and the purpose of the reader, (ii) if the origin is the LinkedIn CPS and the purpose is Jobs, Groot determines that such a policy is applicable, (iii) checking the underlying member consent, and (iv) if consented, allowing the reader to view the data; if unconsented, Groot removes the data from the reader to view.

D.   **Compliance With Article 5(2)(d) Of The DMA**

72.   Article 5(2)(d) of the DMA requires end-user consent to sign end users into other services of the gatekeeper in order to combine personal data. LinkedIn does not sign members into any other services provided by Microsoft in order to combine the LinkedIn CPS end-user personal data with the other services. Members who sign-into LinkedIn are also automatically signed-into the services provided together with LinkedIn (*e.g.*, Jobs, Learning), but that sign-in is not for the purposes of combining end-user personal data between those services. Rather, LinkedIn's services provided together in an integrated manner on the LinkedIn platform use the same member sign-in and credentials, with the exception of enterprise unbound Learning accounts (as explained above). Indeed, having a single professional identity and account on the platform enables LinkedIn members to have an authenticated user experience while logged-in and engaging on the LinkedIn platform, except for unbound Learning. Even though these services on the LinkedIn platform use the same member log-in, that is not done in order to combine personal data. And, as explained above in **Section B**, LinkedIn fully complies with the DMA for personal data combinations falling within the scope of Article 5(2)(b) after the member signs-in.

ii)   **specific information (including, if applicable, data points, visual illustrations and recorded demos[33]) 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;**

73.   Microsoft refers to **Section 2.1.2 (i)** for a description of the relevant situation prior to the DMA, as well as any new measures implemented for compliance of the LinkedIn CPS with Article 5(2) of the DMA.

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

74.   The new measures described in **Section 2.1.2 (i)** above were maintained or implemented by the DMA compliance deadline.

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

75.   Microsoft refers to **Section 2.1.2 (i)** for a description of the scope of all relevant measures ensuring the LinkedIn CPS' compliance with Article 5(2) of the DMA.

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

76.   All new measures described in **Section 2.1.2 (i)** apply only to relevant EEA-Based Members, as determined according to the information available in their LinkedIn profile.

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[33]   For example, this may be particularly relevant to illustrate changes impacting user journeys.

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);**

77.   Microsoft refers to **<u>Section 2.1.2 (i)</u>** above for a description of the technical changes made in connection with the implementation of the new measures to comply with Article 5(2) of the DMA, as applicable to the LinkedIn CPS.

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,[34] consent forms,[35] warning messages, system updates, functionalities available, or customer journey to access functionalities[36]);**

78.   Microsoft refers to **<u>Section 2.1.2 (i)</u>** above for a description of any changes made to the user experience, as defined in this section, in connection with the implementation of any new measures to comply with Article 5(2) of the DMA, as applicable to the LinkedIn CPS.

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);**

79.   None.

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[34]   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.

[35]   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.

[36]   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.

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

80. All changes related to the implementation of any new measures to comply with Article 5(2) of the DMA, as applicable to the LinkedIn CPS, are described in the above sections.

> **i)** **any consultation[37] 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;**

81. 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;**

82. LinkedIn previously engaged with an independent data privacy and consent consultation agency to do the following: (i) summarize their relevant knowledge on seeking user consents in the EU based on their experience in the market, (ii) review pros and cons of approaches to consent in the market based on learnings from recent consents by other companies, and (iii) review the language and design of LinkedIn's approach and help apply industry best practices. The agency did not conduct any user research on LinkedIn's behalf. Their best practices implied that LinkedIn should use clear and transparent language and provide sufficient information to optimize user comprehension without overwhelming users with too much information, both of which were followed by LinkedIn in designing its Article 5(2)-consent for EEA-Based Members to comply with the DMA.

> **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;**

83. Regarding the measures related to the LPC API, LinkedIn had previously considered alternatively just removing profile data from LPC for EEA-Based Members, but LinkedIn was concerned about a negative impact on those members who would not be able to display their profile data in M365 applications and would therefore miss out on the networking and branding opportunities that those applications provide. In addition,

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[37] This information should include a description of the methodology for the consultation.

the wholesale removal of profiles for EEA-Based Members would negatively impact customers' / viewers' use of LPC in Outlook, Teams, and other M365 applications.

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;**

84. In February 2024, LinkedIn published a company post and a related article to inform its members about the forthcoming DMA consent experience for EEA-Based Members and related Help Center articles to provide more detailed information.[38]

85. In November 2024, LinkedIn published a platform banner and a related Help Center article to inform its members about the forthcoming changes relating to LinkedIn's personalized advertising practices including the GDPR Consent experience for EEA-Based Members and corresponding changes to LinkedIn's Privacy Policy (more particularly, in the European Regional Privacy Notice).[39]

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

86. None.

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;**

87. None.

o) **any type of market analysis or testing (in particular A/B testing [40]), business user surveys or consumer surveys or end user consent rates,[41]**

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38   *See* LinkedIn in Europe: Changes for the Digital Markets Act; and Connecting to LinkedIn Services.

39   *See* LinkedIn European Regional Privacy Notice; and Use of your data for personalized advertising.

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

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

that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[42]

88.   LinkedIn has previously conducted the following consumer surveys (off-platform) and tests (on-platform) to directionally gauge end-user comprehension of variants of potential DMA-specific consent language and design:

- [CONFIDENTIAL].

- [CONFIDENTIAL].

- [CONFIDENTIAL].

- [CONFIDENTIAL].

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

89.   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;

90.   Microsoft refers to the introduction of the Compliance Report. Microsoft believes that the transparent nature of LinkedIn is the most relevant indicator that the objectives of the DMA are being achieved. Nonetheless,

91.   Microsoft remains open to discussing any additional indicators or data that would assist the Commission in its assessment whether a particular measure is effective in achieving the objectives of the DMA, taking into consideration the pre-existing measures of LinkedIn.

r)   any relevant data[44] 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

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

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

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

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;

92.   As outlined in **<u>Section 2.1.2 (ii) (q)</u>** above, Microsoft remains open to discussing any indicators or data that would assist the Commission in its assessment whether a particular measure is effective in achieving the objectives of the DMA. In assessing such metrics, it will be important to consider whether the pre-existing design and operation of the platform was largely consistent with the provisions in question or whether significant changes were required. In the former circumstance, one would not expect to see measurable changes in end user or business user behavior and metrics may not be indicative of effectiveness.

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

93.   Microsoft remains open to discussing any indicators and ways to monitor those indicators that would assist the Commission in its assessment of whether a particular measure is effective in achieving the objectives of the DMA, including metrics that track the choices made by users under mechanisms required by the DMA such as consent rates, installing and setting applications as the default, use of data portability mechanisms, or others.

    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).**

94.   None.

Regarding Article 5(3)

95.   Microsoft refers to **Section 2.3** below.

Regarding Article 5(4)

2.1.1. The following statement confirming compliance with the obligation in line with Article 8(1) of Regulation (EU) 2022/1925:

96. Microsoft confirms that as of the date of this report it has ensured compliance with the obligation laid down in Article 5(4) of the DMA, as applicable to the LinkedIn CPS.

2.1.2. An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data [45] 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

97. Article 5(4) of the DMA provides: "[t]*he gatekeeper shall allow business users, free of charge, to communicate and promote offers, including under different conditions, to end users acquired via its core platform service or through other channels, and to conclude contracts with those end users, regardless of whether, for that purpose, they use the core platform services of the gatekeeper*."

98. Microsoft's LinkedIn online social networking CPS already complied with the obligations set out in Article 5(4) of the DMA prior to the designation of this CPS under the DMA. As a result, Microsoft did not implement any further measures to ensure compliance.

99. **Article 5(4) of the DMA.** LinkedIn does not impose – through its terms or practices – any limitations on business users' ability to communicate and promote free-of-charge offers to end users acquired via its online social networking CPS or through other channels, or to conclude contracts with those end users. This was true before the DMA was adopted and no change was necessary for the LinkedIn CPS to comply with this DMA obligation.

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[45] 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.

ii)   **specific information (including, if applicable, data points, visual illustrations and recorded demos[46]) 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.   None.

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

101.   None.

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

102.   None.

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

103.   None.

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.   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,[47] consent forms,[48] warning messages, system updates, functionalities available, or customer journey to access functionalities[49]);**

105.   None.

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[46]   For example, this may be particularly relevant to illustrate changes impacting user journeys.

[47]   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.

[48]   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.

[49]   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.

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. None.

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

107. None.

i) any consultation[50] 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. 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;

109. 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;

110. None.

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[50] 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;

111.   None.

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

112.   None.

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.   None.

o)   any type of market analysis or testing (in particular A/B testing[51]), business user surveys or consumer surveys or end user consent rates,[52] that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[53]

114.   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;[54]

115.   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

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[51]   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.

[52]   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)).

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

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

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

116.   None.

r)   **any relevant data[55] 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;**

117.   None.

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

118.   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).**

119.   None.

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

Regarding Article 5(5)

2.1.1. The following statement confirming compliance with the obligation in line with Article 8(1) of Regulation (EU) 2022/1925:

120. Microsoft confirms that as of the date of this report it has ensured compliance with the obligation laid down in Article 5(5) of the DMA, as applicable to the LinkedIn CPS.

2.1.2. An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data [56] 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**

121. Article 5(5) of the DMA provides: "[t]*he gatekeeper shall allow end users to access and use, through its core platform services, content, subscriptions, features or other items, by using the software application of a business user, including where those end users acquired such items from the relevant business user without using the core platform services of the gatekeeper.*"

122. LinkedIn does not place any restrictions or limitations on the ability of end users to access and use, through its online social networking CPS, content, subscriptions, features, or other items, by using the software application of a business user, and therefore Microsoft already complied with Article 5(5) of the DMA prior to the DMA's adoption.

123. In fact, no software applications run on the LinkedIn CPS, and therefore Article 5(5) of the DMA does not apply to this CPS as it is currently structured. Nor does the LinkedIn CPS have paid third-party content, subscriptions, or features. Further, regarding the reference in Recital 41 of the DMA to application stores and virtual assistants, LinkedIn does not offer an application store or virtual assistant, nor does it have third parties through these means.

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[56] 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.

ii)   **specific information (including, if applicable, data points, visual illustrations and recorded demos[57]) 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;**

124.   None.

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

125.   None.

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

126.   None.

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

127.   None.

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);**

128.   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,[58] consent forms,[59] warning messages, system updates, functionalities available, or customer journey to access functionalities[60]);**

129.   None.

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[57]   For example, this may be particularly relevant to illustrate changes impacting user journeys.

[58]   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.

[59]   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.

[60]   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.

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);**

130. None.

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

131. None.

i) **any consultation[61] 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;**

132. 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;**

133. 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;**

134. None.

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[61] 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;**

135.   None.

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

136.   None.

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;**

137.   None.

o) **any type of market analysis or testing (in particular A/B testing [62]), business user surveys or consumer surveys or end user consent rates,[63] that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[64]**

138.   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;[65]**

139.   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**

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[62]   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.

[63]   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)).

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

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

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

140. None.

r) **any relevant data[66] 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;**

141. None.

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

142. 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).**

143. None.

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

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:**

144. Microsoft confirms that as of the date of this report it has ensured compliance with the obligation laid down in Article 5(6) of the DMA, as applicable to the LinkedIn CPS.

2.1.2. **An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data [67] 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**

145. Article 5(6) of the DMA provides: "[t]*he gatekeeper shall not directly or indirectly prevent or restrict business users or end users from raising any issue of non-compliance with the relevant Union or national law by the gatekeeper with any relevant public authority, including national courts, related to any practice of the gatekeeper*." Article 5(6) of the DMA also provides that this obligation is "*without prejudice to the right of business users and gatekeepers to lay down in their agreements the terms of use of lawful complaints-handling mechanisms*."

146. Microsoft has created and maintains a centralized webpage to provide information regarding and receive feedback about Microsoft's compliance with the DMA ("**DMA Feedback**").[68] On this webpage Microsoft clearly states that any business user or end user may raise any issue of non-compliance with any appropriate EU authority. This statement also makes clear that nothing in any Microsoft agreement (or terms and conditions) limits anyone from raising such a concern, and provides a way for anyone to receive additional guidance if they have a concern that any Microsoft terms and conditions constrain their ability to raise any issue with any EU authority. The following is the statement on Microsoft's DMA Compliance webpage:

"*Microsoft customers, users, partners, employees and contractors may raise any feedback they have regarding Microsoft's compliance with the European Digital Markets Act using the "Share DMA Compliance feedback with Microsoft" option on this website. They may also raise any feedback with an appropriate EU authority. Nothing in any Microsoft agreement limits any customer, user, or partner from raising feedback with an appropriate EU authority. If you have any question about*

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[67] 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.

[68] *See* Microsoft's Compliance with the DMA.

your ability to raise feedback about Microsoft's DMA Compliance, please contact DMAFeedback@microsoft.com."

147.   The website also states, "[t]*o submit DMA Compliance feedback related to LinkedIn or Windows, contact DMA Compliance Function at DMAFeedback@microsoft.com.*"

ii)   specific information (including, if applicable, data points, visual illustrations and recorded demos[69]) 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;

148.   Microsoft refers to **Section 2.1.2 (i)** above.

b)   when the measure was implemented;

149.   The measure was implemented or maintained by the DMA compliance deadline of 7 March 2024.

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

150.   This measure applies to the entirety of the LinkedIn CPS.

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

151.   This measure applies throughout the entirety of the EEA.

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

152.   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,[70] consent forms,[71] warning messages, system

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[69]   For example, this may be particularly relevant to illustrate changes impacting user journeys.

[70]   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.

[71]   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.

updates, functionalities available, or customer journey to access functionalities[72]);

153.   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 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);

154.   None.

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

155.   None.

i)   any consultation[73] 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;

156.   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;

157.   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

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[72]   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.

[73]   This information should include a description of the methodology for the consultation.

open standards and/or state of the art implementations and the reasons for not choosing them;

158.   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;

159.   For each item of DMA Feedback that Microsoft receives, Microsoft's DMA Compliance Function engages directly with the reporting party, and informs the reporting party of Microsoft's response to their feedback. To date, Microsoft has not needed to take any action in response to any DMA Feedback regarding Article 5(6) and, therefore, has not informed any reporting party of any changes made based upon their DMA Feedback.

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

160.   None.

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.   For each item of DMA Feedback that Microsoft has received, Microsoft has ensured that the reporting party's information was either removed before being shared with individuals outside of the DMA Compliance Function, or shared the reporting party's personal and confidential data with the limited group of personnel assisting in responding to the DMA Feedback. Only DMA Compliance Officers, including the Head of Microsoft's DMA Compliance Function, have access to the email account that receives each DMA Feedback item, to ensure that each item is reviewed independently, and that any personal and confidential data is removed before the DMA Feedback is shared outside of the DMA Compliance Function. Finally, each DMA Compliance Function member is trained to maintain the integrity, privacy, and confidentiality of the DMA Feedback material that Microsoft receives.

o)   any type of market analysis or testing (in particular A/B testing [74]), business user surveys or consumer surveys or end user consent rates,[75]

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[74]   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.

[75]   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)).

that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[76]

162.   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;[77]

163.   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;

164.   Microsoft refers to the introduction of the Compliance Report. Microsoft believes that the transparent nature of LinkedIn is the most relevant indicator that the objectives of the DMA are being achieved. Nonetheless, Microsoft remains open to discussing any additional indicators or data that would assist the Commission in its assessment whether a particular measure is effective in achieving the objectives of the DMA, taking into consideration the pre-existing measures of LinkedIn.

r)   any relevant data[78] 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.   As outlined in **Section 2.1.2 (ii) (q)** above, Microsoft remains open to discussing any indicators or data that would assist the Commission in its assessment whether a particular measure is effective in achieving the objectives of the DMA. In assessing such metrics, it will be important to consider whether the pre-existing design and operation of the platform was largely consistent with the provisions in question or whether significant changes were required. In the former circumstance one would not

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

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

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

expect to see measurable changes in end user or business user behavior and metrics may not be indicative of effectiveness.

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

166. Microsoft remains open to discussing any indicators and ways to monitor those indicators that would assist the Commission in its assessment of whether a particular measure is effective in achieving the objectives of the DMA, including metrics that track the choices made by users under mechanisms required by the DMA such as consent rates, installing and setting applications as the default, use of data portability mechanisms, or others.

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).**

167. None.

Regarding Article 5(7)

2.1.1. The following statement confirming compliance with the obligation in line with Article 8(1) of Regulation (EU) 2022/1925:

168. Microsoft confirms that as of the date of this report it has ensured compliance with the obligation laid down in Article 5(7) of the DMA, as applicable to the LinkedIn CPS.

2.1.2. An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data [79] 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

169. Article 5(7) of the DMA provides: "[t]*he gatekeeper shall not require end users to use, or business users to use, to offer, or to interoperate with, an identification service, a web browser engine or a payment service, or technical services that support the provision of payment services, such as payment systems for in-app purchases, of that gatekeeper in the context of services provided by the business users using that gatekeeper's core platform services*."

170. LinkedIn does not offer any web browser engine or a payment service, or technical services that support the provision of payment services, such as payment systems for in-app purchases, and thus necessarily does not require any end user to use, to offer, or to interoperate with any such service.

171. The only service offered by LinkedIn that could potentially be considered an "*identification service*" in that sense is "Sign in With LinkedIn using OpenID Connect," [80] a tool allowing third-party applications to authenticate LinkedIn members [81] and obtain limited profile information at the member's request. This service, however, is not used to verify that the LinkedIn profile is tied to the real identity of a particular person[82] as required under Article 2(19) of the DMA to qualify as an "*identification service*" (defined as "*a type of service provided together with or in support of core platform services that enables any type of verification of the identity of*

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[79] 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.

[80] *See* Sign In with LinkedIn using OpenID Connect.

[81] Authentication here means only that the tool enables third-party applications to confirm that a given user of that application is a member of LinkedIn.

[82] The developer page for this API specifically notes: "*Keep in mind Sign In with LinkedIn using OpenID Connect does not verify user identities and should not be marketed as such.*"

end users or business users, regardless of the technology used" (emphasis added)). Given that "Sign In with LinkedIn Using OpenID Connect" is expressly not meant to "*enable* […] *any type of verification of the identity of end users or business users*" (Article 2(19) of the DMA), LinkedIn does not offer an identification service as defined under the DMA.

172. In any event, nothing in LinkedIn's terms or practices requires end users or business users "*to use, to offer, or to interoperate*" with this feature, so even if it were treated as an "*identification service*," the LinkedIn CPS was already in compliance with Article 5(7) of the DMA in this regard prior to the DMA's adoption.

173. Similarly, LinkedIn does not require end users or business users "*to use, to offer, or to interoperate with*" any other Microsoft-owned "*identification service, a web browser engine or a payment service, or technical services that support the provision of payment services*" (Article 5(7) of the DMA).

174. LinkedIn enables members to verify certain elements of their identity using a government-issued ID and receive a "verified" badge (a shield containing a checkmark) on their profile.   Their identity verification becomes part of their profile data.[83] Verification is optional and therefore compliant with Article 5(7) of the DMA.

175. [CONFIDENTIAL].

ii)   specific information (including, if applicable, data points, visual illustrations and recorded demos[84]) 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;

176. None.

b)   when the measure was implemented;

177. None.

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

178. None.

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

179. None.

e)   any technical/engineering changes that were made in connection with the implementation of the measure concerned (e.g., on data flows and internal

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[83]   *See* Verifications on your LinkedIn profile; and Identity verification via Persona.

[84]   For example, this may be particularly relevant to illustrate changes impacting user journeys.

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);

180. 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,[85] consent forms,[86] warning messages, system updates, functionalities available, or customer journey to access functionalities[87]);

181. 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 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);

182. None.

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

183. None.

i)   any consultation[88] 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

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[85]   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.

[86]   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.

[87]   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.

[88]   This information should include a description of the methodology for the consultation.

context and a high- level description of the topic of the consultation with those users/parties;

184.   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;**

185.   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;**

186.   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;**

187.   None.

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

188.   None.

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;**

189.   None.

o) **any type of market analysis or testing (in particular A/B testing[89]), business user surveys or consumer surveys or end user consent rates,[90] that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[91]**

190. 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;[92]**

191. 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;**

192. None.

r) **any relevant data[93] 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,**

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[89] 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.

[90] 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)).

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

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

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

counts of business users who obtain data access, etc. Provide an exact definition of the terms used and a detailed calculation explanation;

193. None.

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

194. 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).

195. None.

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:

196. Microsoft confirms that as of the date of this report it has ensured compliance with the obligation laid down in Article 5(8) of the DMA, as applicable to the LinkedIn CPS.

2.1.2. An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data [94] 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

197. Article 5(8) of the DMA provides: "[t]*he gatekeeper shall not require business users or end users to subscribe to, or register with, any further core platform services listed in the designation decision pursuant to Article 3(9) or which meet the thresholds in Article 3(2), point (b), as a condition for being able to use, access, sign up for or registering with any of that gatekeeper's core platform services listed pursuant to that Article.*"

198. LinkedIn complies with Article 5(8) of the DMA because it does not require business users or end users to subscribe to, or register with, any further CPS in order to use, access, sign-up for or register with the LinkedIn online social networking CPS. Users may use, access, sign-up for, and register with the LinkedIn CPS regardless of whether they subscribe to or register with any other Microsoft CPS that has been designated (*i.e.*, Windows) or that meet the thresholds in Article 3(2)(b) of the DMA (*i.e.*, the Outlook.com number-independent interpersonal communication service ("**NIICS**"), the Microsoft Edge web browser, the Microsoft Bing online search engine, and the Microsoft Advertising online advertising service). Therefore, the LinkedIn CPS was already in compliance with Article 5(8) of the DMA prior to the DMA's adoption.

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[94] 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.

ii)   **specific information (including, if applicable, data points, visual illustrations and recorded demos[95]) 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;**

199.   None.

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

200.   None.

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

201.   None.

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

202.   None.

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);**

203.   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,[96] consent forms,[97] warning messages, system updates, functionalities available, or customer journey to access functionalities[98]);**

204.   None.

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[95]   For example, this may be particularly relevant to illustrate changes impacting user journeys.

[96]   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.

[97]   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.

[98]   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.

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);

205.   None.

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

206.   None.

i)   any consultation[99] 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;

207.   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;

208.   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;

209.   None.

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[99]   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;**

210. None.

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

211. None.

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;**

212. None.

o) **any type of market analysis or testing (in particular A/B testing[100]), business user surveys or consumer surveys or end user consent rates,[101] that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[102]**

213. 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;[103]**

214. 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**

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[100] 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.

[101] 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)).

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

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

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

215. None.

r) **any relevant data[104] 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;**

216. None.

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

217. 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).**

218. None.

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

Regarding Article 5(9)

219.   Microsoft refers to **Section 2.3** below.

Regarding Article 5(10)

220.   Microsoft refers to **Section 2.3** below.

Regarding Article 5(10)

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:**

221. Microsoft confirms that as of the date of this report it has ensured compliance with the obligation laid down in Article 6(2) of the DMA, as applicable to the LinkedIn CPS.

2.1.2. **An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data[105] 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**

222. Article 6(2) of the DMA provides: "[t]*he gatekeeper shall 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 provided together with, or in support of, the relevant core platform services, including data generated or provided by the customers of those business users*." Recital 46 explains that "[i]*n certain circumstances, a gatekeeper has a dual role as an undertaking providing core platform services, whereby it provides a core platform service, and possibly other services provided together with, or in support of, that core platform service to its business users, while also competing or intending to compete with those same business users in the provision of the same or similar services or products to the same end users*." […] "*To prevent gatekeepers from unfairly benefitting from their dual role, it is necessary to ensure that they do not use any aggregated or non-aggregated data, which could include anonymized and personal data that is not publicly available to provide similar services to those of their business users*."

223. LinkedIn does not use non-public data generated or provided by business users of the LinkedIn CPS, as well as the services provided together with or in support of the LinkedIn CPS, in competition with those business users in the provision of the same or similar services or products to end users. LinkedIn similarly does not use non-public data generated or provided by the customers of its business users for this purpose.[106]

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[105] 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.

[106] LinkedIn uses business user data generated in the context of a specific LinkedIn product or service for purposes of maintaining, offering, developing, or improving that same service. These types of use cases fall outside the scope of Article 6(2) of the DMA as they are in line

224. LinkedIn offers various tools to its business users for reaching end users of the LinkedIn CPS, such as LinkedIn Pages, Recruiter, and Sales Navigator. LinkedIn also offers services provided together with its CPS to business users, such as its Jobs and Learning services, as well as its online advertising service, LMS. None of these services involve facilitating transactions that generate pricing, sales volume, or other commercially sensitive business user data that readily lend themselves to competitive use against those business users.[107]

225. LinkedIn provides details on each of these products and services, including their business users and the types of data generated or provided by the business users of each product and service in **Section A** below. Microsoft has ensured compliance with this obligation as applicable to the LinkedIn CPS based on measures that were already in place pre-designation and new measures that were implemented before the DMA compliance deadline of 7 March 2024 or after the DMA compliance deadline to further strengthen LinkedIn's compliance measures. These measures include (i) business user data access controls and use restrictions (**Section B**); (ii) company-wide policies and mandatory policy training covering the DMA (**Section C**); and (iii) Article 6(2) training specifically tailored to relevant business teams (**Section D**).

A. LinkedIn Products And Services

226. The scope of the measures outlined in **Section 2.1.2 (i)** covers data generated or provided by EEA-based business users of the LinkedIn CPS, as well as the services provided together with, or in support of, the LinkedIn CPS. The scope of the measures also covers data generated or provided by the customers of those business users, if any. LinkedIn describes the scope of the measures in terms of the specific products and services covered, the business users of those products and services, the customers of those business users (if any), and the data generated or provided by the business users and their customers in the context of their use of LinkedIn's products and services.

1. The LinkedIn CPS

    i.   LinkedIn Pages

227. LinkedIn enables business users to interact with end users through the use of LinkedIn Pages ("**Pages**"). Pages are created by organizations (*e.g.*, companies, universities, or non-profit organizations) to allow LinkedIn members to discover, follow, and connect

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with the business users' expectations of using the service and are *for the ultimate benefit of the business users*. Examples of such use cases include: (i) using business user data from a specific LinkedIn service to ensure the proper functioning of that service (*e.g.*, detecting and fixing any technical issues or bugs); (ii) using business user data from a specific LinkedIn service as part of providing that service to the business user (*e.g.*, LinkedIn may use data provided or generated by business users of Recruiter or Sales Navigator, such as CRM data, to provide the business user with recommended matches for prospective candidates for open roles or sales leads); and (iii) using business user data generated through use of a LinkedIn service to improve that service overall (*e.g.*, LinkedIn may use Recruiter usage data to help improve the business user's candidate search experience). For these use cases, LinkedIn does not identify the data of a particular business user or category of business users in order to compete with them in the products and services they offer.

[107]   Article 6(2) of the DMA expressly references business user data collected through "*the commercial activities of business users or their customers*" as being in scope of the obligation.

with organizations and learn more about them, including their mission, corporate culture, and products or services (*see* **Figure 21** below). Pages offer several features that allow business users to post and engage with content on LinkedIn, including the ability to create and engage with feed posts, create events, and respond to messages from members. Business users of Pages are third-party organizations with a LinkedIn Page that have at least one administrator based in the EEA.[108]

Figure 21. Example Of LinkedIn Page
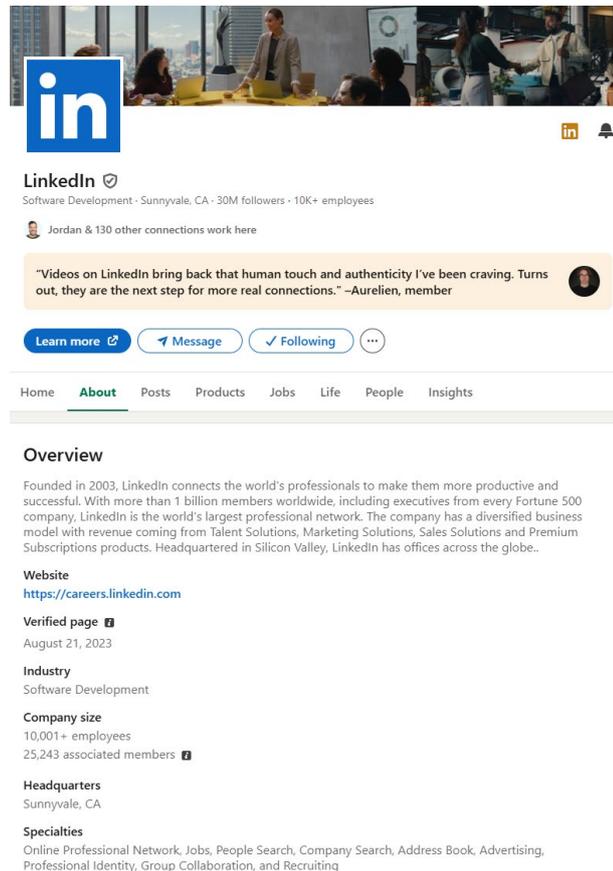
Source: LinkedIn

228. LinkedIn Page business users generate or provide data through their use of Pages, such as content they upload, posts they create, and messages they send. This data includes product information, company information, page posts, newsletters, and event information. Members engaging with Pages also generate certain data, including pageviews, likes, comments, and other engagement data. The majority of data provided or generated on Pages is publicly viewable and accessible by all LinkedIn members.

    ii.   Sales Navigator

229. LinkedIn Sales Navigator is a subscription-based sales intelligence tool designed to help business users discover potential sales prospects with enhanced search on LinkedIn and other features customized for sales professionals. Sales Navigator users generate or provide certain data to LinkedIn in the context of their use of Sales

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[108]   *See also* Designation Decision, ¶150.

Navigator. This data includes searches conducted, leads saved, and messages sent. Sales Navigator users also provide data to LinkedIn through data integrations like CRM sync, which allows Sales Navigator business users to match their own CRM data (*e.g.*, company accounts, contacts, and leads) to LinkedIn member profile data to power additional features and more efficiently search, connect, and communicate with other LinkedIn members. Business users of Sales Navigator are EEA-based users of that product.

<div style="text-align:center">iii.   <u>Recruiter</u></div>

230. LinkedIn Recruiter is a subscription-based feature that offers business users enhanced search and messaging capability and tools to find and connect with LinkedIn members for employment. Business users generate certain data when using Recruiter to identify and engage with prospective hires on LinkedIn. This includes searches conducted, InMails sent, candidate notes, and candidate tags. Business users may also provide their own candidate data through Recruiter business user data integrations. Members engaging with Recruiter business users generate data, such as through responding to InMails. Business users of Recruiter are EEA-based users of that product.

2.   **Jobs**

231. Jobs enables employers to post jobs and candidates to discover and apply for jobs on LinkedIn. Business users generate or provide certain data to LinkedIn in the context of their use of LinkedIn's Jobs service, including when posting jobs, crafting job descriptions, and reviewing applicants. Members engaging with job postings generate data, such as views and clicks. Members also generate data by applying to jobs posted on LinkedIn. Business users of Jobs are EEA-based users of that product.

3.   **LMS**

232. LMS is an advertising service that allows customers to advertise to LinkedIn's member base on LinkedIn's application and website and off LinkedIn through LAN. LMS business users provide and generate data when they run advertising campaigns on LinkedIn (*e.g.*, ad formats, ad creatives, target audiences, *etc.*). LMS business users may also provide data to LinkedIn through sharing contact lists,[109] Matched Audiences retargeting data, and CRM or other conversions data (offline conversions through Conversions API or Insight Tag) for ad performance measurement. LinkedIn members generate data when engaging with LMS advertising campaigns, including by generating impressions and click data. Business users of LMS are EEA-based users of that service.

4.   **Learning**

233. Learning is a subscription-based online educational service to help members discover and develop business, technology-related, and creative skills through expert-led course videos. Business users generate and provide data when using Learning through uploading lists of users or custom learning content, recommending courses, curating

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[109]   To help protect LinkedIn members' privacy, LinkedIn requires LMS business users to target at least 300 members in order to launch an ad campaign.

user learning paths, and sending customized invitation emails. Business users of Learning are EEA-based enterprise users of that service.

234. Learning enterprise business users can assign Learning licenses to users (typically, employees). Enterprise users can choose whether to connect their Learning license to their LinkedIn CPS profile or use it unconnected from their LinkedIn CPS profile. Members engaging with the Learning platform, courses, and other features generate data to LinkedIn including through searches conducted, courses viewed, average viewing time, and hours viewed. LinkedIn provides its enterprise business users with access to member course engagement data for purposes of effectively managing their Learning enterprise subscriptions across an entire employee base.

B. Measures Relating To Data Access Controls And Data Use Restrictions

235. LinkedIn has in place several measures that restrict employee access and use of data generated or provided by business users of the LinkedIn CPS and its supporting services. These measures ensure compliance with Article 6(2) of the DMA through limiting internal access to business user provided or generated data and safeguarding against use of that data for purposes prohibited under Article 6(2) of the DMA.

1. Policies On Access, Use, And Maintenance Of Business User Data

236. Prior to designation of the LinkedIn CPS, LinkedIn had in place internal companywide policies and standards that direct the development and maintenance of a system of internal controls for classifying data and for establishing requirements for ensuring the security of data, including business user data. These policies and standards support LinkedIn's trust commitments to its members, customers, and business partners by ensuring the confidentiality, integrity, and availability of data.

237. LinkedIn's Data Security Standard and Information Security Policy set out how data at LinkedIn must be internally classified and securely handled. They require that all data, including business user data, have an assigned, documented, and current owner. And that all data be classified in accordance with applicable statutory, regulatory, business, and contractual requirements. This means that all data is required to be assigned a security classification of Public, General, Confidential, or Highly Confidential. Data generated or provided by business users in the context of their use of the LinkedIn CPS and supporting services are generally assigned Confidential or Highly Confidential designations. Under those security designations, LinkedIn personnel must limit internal use and distribution of this data within the company to specific employees or groups. Employees or groups seeking to access this data must only be granted access privileges based on business justifications. The dataset owners are responsible for ensuring compliance with the relevant data security handling requirements for the environment in which the data is stored and transmitted.

2. LinkedIn Internal Business User Data Access And Use Controls

238. LinkedIn enforces internal data access restrictions within and across its lines of business which are maintained in accordance with LinkedIn's Data Security Standard and Information Security Policy. In general, access to LinkedIn business user data is by default restricted to a limited set of personnel within each line-of-business responsible for maintaining and controlling access to the data. Other employees seeking access to

this data, whether those employees are within the same line-of-business or outside the line-of-business, must request access, provide a business rationale for the requested access, and be granted access by their manager or the dataset owners.[110] These existing restrictions, in place prior to the LinkedIn CPS' designation, help ensure compliance with Article 6(2) of the DMA by limiting internal sharing and use of business user data across LinkedIn's lines of business.[111]

239. As discussed above in **Section C** of the section on LinkedIn compliance with Article 5(2) of the DMA, LinkedIn, through its TDR process, conducts cross-functional reviews of new and existing products and features to determine relevant trust, legal, and security requirements. This includes reviewing new and existing products and features to ensure compliance with the DMA, including Article 6(2), through confirming that non-public business user data is not used for prohibited purposes.

3. LinkedIn And Microsoft Data Access, Sharing, And Use Controls

240. LinkedIn has largely operated as an independent business since its acquisition by Microsoft in 2016. LinkedIn and Microsoft maintain separate data infrastructures. LinkedIn by default limits access to member, customer, and partner data to LinkedIn personnel only. Other Microsoft employees thus by default cannot access this data. Conversely, LinkedIn employees are by default restricted from accessing non-public data generated by business users of Windows, including for competitive purposes within the meaning of Article 6(2) of the DMA.

241. LinkedIn currently shares only limited data with Microsoft in connection with specific use cases. LinkedIn had implemented prior to designation several measures that govern sharing of data, including business user data, between LinkedIn and Microsoft. These include both organizational and technical measures.

242. LinkedIn deploys several organizational measures intended to prevent the unauthorized sharing of data with Microsoft. LinkedIn implemented these measures to ensure that data transferred to Microsoft is subject to appropriate reviews and safeguards, including: (i) establishing standardized processes for requesting access to or the sharing of data between LinkedIn and Microsoft; (ii) implementing reviews, as needed, by legal, business, engineering, and information security stakeholders for any proposed

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[110] In addition, certain business user data receives stricter access control and use restrictions (*e.g.*, CRM data). For more information *see*, *e.g.*, CRM data processing and protection.

[111] For example, while competition for LinkedIn ad inventory with advertisers falls outside the scope of Article 6(2) of the DMA, to mitigate the risk of non-compliance, LinkedIn's internal team responsible for marketing LinkedIn's own products through LMS are by default restricted from accessing internal dashboards and data relating to LMS customer advertising campaigns. LinkedIn's internal marketing team therefore must request and be granted access to LMS customer dashboards and data (all access requests are recorded). LinkedIn also provided data access guidance to its internal marketing team for purposes of ensuring compliance under Article 6(2). Under this guidance, internal LinkedIn marketing teams should not have access to (i) LMS customer-specific bidding or campaign data and strategies, and (ii) any information or data from LMS that other LMS customers would not ordinarily get access to (*e.g.*, LMS algorithms). This helps ensure that LinkedIn's internal marketing team does not receive access to or use non-public LMS customer data to compete against those same business users for ad inventory on the LinkedIn platform. And it aligns with LinkedIn's operating principle that it will only bid for and participate in LMS ad campaigns on LinkedIn as any other LMS customer would.

data sharing arrangements; and (iii) instituting data transfer protocols and requirements applicable to any employees seeking to transfer data from LinkedIn to Microsoft.

243.	The aforementioned organizational controls are buttressed and enforced by technical controls. As discussed above, data at LinkedIn is classified into different security classes, with sensitivity-appropriate access control privileges ("**ACLs**") applied to each. LinkedIn user data, including business user data, is classified as, at a minimum, "confidential" data that is subject to ACLs and technical restrictions on external access, including access provided through APIs intended to externalize data to third parties that have appropriate API keys.[112]

## C.	Measures Relating To LinkedIn's Competition Policies And Policy Training

244.	LinkedIn has implemented a Fair Competition Policy that sets standards and provides contacts for reporting any concerns. To reinforce compliance with Article 6(2) of the DMA, LinkedIn supplemented this policy after designation of the LinkedIn CPS with guidance specifically relating to Article 6(2) compliance. This guidance makes clear to employees that LinkedIn is prohibited from using non-public data provided or generated by business users in the context of their use of the LinkedIn CPS, or services provided together with that CPS, for purposes of competing with those business users. It moreover provides examples of specific use cases and business user data categories that are within scope of Article 6(2)'s data-use prohibition. LinkedIn currently makes its policies directly available to employees through its centralized policy repository. Moreover, as detailed below, LinkedIn has implemented mandatory Article 6(2) compliance training to impacted business teams, which mirrors its policy in all material respects.

245.	LinkedIn also provides general DMA training directly to employees in connection with Microsoft's annual Trust Code training, which constitutes Microsoft's general code of business conduct and outlines the areas in which it expects legal compliance. All LinkedIn employees are required to take mandatory training on the Trust Code annually, which last occurred in March 2025.

## D.	Measures Relating To Competition and DMA Trainings To Relevant Business Teams

246.	LinkedIn aims to provide its employees with the knowledge and tools to operate in accordance with global competition laws through regular training, including the DMA. LinkedIn business teams who work closely with sensitive customer data or other business user information in the ordinary course of their jobs (*e.g.*, business development, pricing, sales, *etc.*) have received competition training that covers important elements of Article 6(2) of the DMA. For instance, this training provided guidance on, among other things, how to properly identify, disseminate, and use business users' non-public data and information within LinkedIn in compliance with relevant competition laws, including how such data and information should not be used

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[112]	As noted above, while LinkedIn is a Microsoft subsidiary, EEA data transfers between LinkedIn and Microsoft occur on an arms-length basis, and Microsoft is treated as a third party for purposes of accessing LinkedIn EEA data, and thus, aside from routine data sharing for information security purposes, the avenues by which LinkedIn would make EEA data available to Microsoft in a programmatic manner would generally be through an API service.

in competition with those business users. This training, provided prior to designation, continues to help minimize Article 6(2) non-compliance risk within LinkedIn.

247. LinkedIn, after designation, has implemented mandatory, biannual Article 6(2) compliance training specifically tailored to its business teams most directly impacted by the obligation, including the sales, product, pricing, business operations, corporate development, engineering, and business development teams. The training provides guidance on permitted and non-permitted use of LinkedIn non-public business user-provided or generated data under Article 6(2) of the DMA, including non-public data generated by business users' customers. The training includes examples of specific use cases within scope of the prohibition, provides contact details for the relevant LinkedIn compliance team, and emphasizes the importance for employees to reach out with questions relating to potentially impacted use cases as they arise to ensure ongoing compliance.

248. Training use cases involving data usage not permitted by Article 6(2) of the DMA include: (i) using non-public LinkedIn Page data from specific categories of business users (*e.g.*, online job boards) to inform product strategy or development of LinkedIn business units that may compete with those categories of business users (*e.g.*, Jobs); (ii) using non-public sales lead or search data provided by Sales Navigator business users who may be competitors of LinkedIn for purposes of helping sell LinkedIn's own products and services; and (iii) using non-public data provided by LMS business users who may be competitors of LinkedIn, or non-public data generated by members engaging with LMS advertising campaigns, to craft similar campaigns or inform LinkedIn's own marketing strategy for similar product offerings.[113]

> **ii)** **specific information (including, if applicable, data points, visual illustrations and recorded demos[114]) 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;**

249. Microsoft refers to **Section 2.1.2 (i)** above.

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

250. The measures in place pre-designation outlined in **Section 2.1.2 (i)** above were implemented no later than 6 September 2023. The measures in place post-designation outlined in **Section 2.1.2 (i)** were implemented by the DMA compliance deadline of 7 March 2024, except for LinkedIn's TDR process for DMA compliance of new products, features, and data uses, which was implemented following the DMA compliance deadline for purposes of further strengthening LinkedIn's DMA compliance measures.

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[113] To further mitigate potential risk of non-compliance, the training also includes instruction not to use non-public data generated by business users (who may be competitors of LinkedIn) from engaging with prospective job candidates on LinkedIn for purposes of pursuing those same candidates.

[114] 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;**

251. Microsoft refers to **<u>Section 2.1.2 (i)</u>** above.

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

252. LinkedIn's measures relating to competition policies, mandatory policy training, data access and use restrictions, as well as competition training to relevant business teams, are implemented globally across the company but relate specifically to use of data from EEA-based business users and their customers.

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);**

253. As detailed in **<u>Section 2.1.2 (i)</u>** above, LinkedIn made certain changes to its internal data usage policies to ensure compliance with Article 6(2) of the DMA that are reflected in LinkedIn's internal policies and trainings.

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,[115] consent forms,[116] warning messages, system updates, functionalities available, or customer journey to access functionalities[117]);**

254. LinkedIn has not made any changes to the customer experience in connection with implementation of the Article 6(2) measures detailed in **<u>Section 2.1.2 (i)</u>** 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**

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[115] 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.

[116] 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.

[117] 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.

concerned (e.g. privacy policy, conditions for access and interoperability and any other relevant clauses);

255. LinkedIn has made no changes to (i) the remuneration flows in connection with the use of the LinkedIn CPS, or (ii) the terms and conditions provided to end users and business users, in connection with implementation of the Article 6(2) measures detailed in **Section 2.1.2 (i)** above.

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

256. LinkedIn has made no other relevant changes not already covered in points **(e) to (g)** above in connection with the implementation of the Article 6(2) measures detailed in **Section 2.1.2 (i)** above.

i) **any consultation[118] 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;**

257. LinkedIn has not consulted with end users or business users for purposes of elaborating or implementing the Article 6(2) compliance measures detailed in **Section 2.1.2 (i)** above.

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;**

258. LinkedIn has not involved external consultants for purposes of elaborating the Article 6(2) compliance measures detailed in **Section 2.1.2 (i)** above.

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

259. LinkedIn has not assessed the feasibility or implications of Article 6(2) measures beyond those detailed in **Section 2.1.2 (i)** above.

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[118]   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;**

260. LinkedIn has not taken action to inform end users or business users of the Article 6(2) measures detailed in **Section 2.1.2 (i)** above.

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

261. None.

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;**

262. Microsoft has no information to provide as it relates to the Article 6(2) compliance measures detailed in **Section 2.1.2 (i)** above.

o) **any type of market analysis or testing (in particular A/B testing[119]), business user surveys or consumer surveys or end user consent rates,[120] that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[121]**

263. Microsoft has no information to provide as it relates to the Article 6(2) compliance measures detailed in **Section 2.1.2 (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;[122]**

264. Microsoft has no information to provide as it relates to the Article 6(2) compliance measures detailed in **Section 2.1.2 (i)** above.

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[119] 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.

[120] 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)).

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

[122] 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;**

265.   Microsoft refers to the introduction of the Compliance Report. Microsoft believes that the transparent nature of LinkedIn is the most relevant indicator that the objectives of the DMA are being achieved. Nonetheless, Microsoft remains open to discussing any additional indicators or data that would assist the Commission in its assessment whether a particular measure is effective in achieving the objectives of the DMA, taking into consideration the pre-existing measures of LinkedIn.

r)   **any relevant data[123] 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;**

266.   As outlined in **Section 2.1.2 (ii) (q)** above, Microsoft remains open to discussing any indicators or data that would assist the Commission in its assessment whether a particular measure is effective in achieving the objectives of the DMA. In assessing such metrics, it will be important to consider whether the pre-existing design and operation of the platform was largely consistent with the provisions in question or whether significant changes were required. In the former circumstance one would not expect to see measurable changes in end user or business user behavior and metrics may not be indicative of effectiveness.

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

267.   Microsoft remains open to discussing any indicators and ways to monitor those indicators that would assist the Commission in its assessment of whether a particular measure is effective in achieving the objectives of the DMA, including metrics that track the choices made by users under mechanisms required by the DMA such as consent rates, installing and setting applications as the default, use of data portability mechanisms, or others.

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**

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

(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).

268.   The compliance measures detailed in **<u>Section 2.1.2 (i)</u>** above do not require granting third parties access to data, interfaces, or other technical features.

Regarding Article 6(3)

269. Microsoft refers to **Section 2.3** below.

Regarding Article 6(4)

270.   Microsoft refers to **Section 2.3** below.

Regarding Article 6(5)

2.1.1. **The following statement confirming compliance with the obligation in line with Article 8(1) of Regulation (EU) 2022/1925:**

271. Microsoft confirms that as of the date of this report it has ensured compliance with the obligation laid down in Article 6(5) of the DMA, as applicable to the LinkedIn CPS.

2.1.2. **An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data [124] 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**

272. Article 6(5) of the DMA provides: "[t]*he gatekeeper shall not treat more favourably, in ranking and related indexing and crawling, services and products offered by the gatekeeper itself than similar services or products of a third party.*" The gatekeeper must "*apply transparent, fair and non-discriminatory conditions to such ranking.*"

273. In the context of the LinkedIn CPS, the place where "*gatekeepers can reserve a better position, in terms of ranking* […] *for their own offering than that of the products or services of third parties also operating on that core platform service*" within the meaning of Article 6(5) of the DMA[125] is the feed. There are currently no other areas on the LinkedIn CPS that rank LinkedIn's own services / products and similar services / products offered by third parties.

274. The LinkedIn feed ranks content from four main sources: (i) content from other LinkedIn members, including those with whom the member is connected or follows; (ii) sponsored updates from advertisers; (iii) job recommendations sourced from the Jobs Page and displayed as a Jobs You Might Be Interested In ("**JYMBII**") module on the feed; and (iv) other types of recommendations, such as other LinkedIn members the member may know and want to connect with on LinkedIn. For EEA-Based Members, however, the JYMBII module was removed in March 2024. The rest of this section on

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[124]   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.

[125]   *See* Recital 51 of the DMA: "*gatekeepers can reserve a better position, in terms of ranking, and related indexing and crawling, for their own offering than that of the products or services of third parties also operating on that core platform service;*" "*products or services that are given prominence and display in the newsfeed of an online social networking service.*"

compliance with Article 6(5) of the DMA focuses on the LinkedIn feed as it appears to EEA-Based Members.

275.   LinkedIn ranks the feed for EEA-Based Members in three general steps:

- First, ML models score all the content from other LinkedIn members and Pages using a wide range of criteria, including [CONFIDENTIAL].

- Second, a set of rules make sure that some criteria are also met, including [CONFIDENTIAL].

- Third, the set of sponsored updates provided by LMS are slotted into the feed. Generally, LinkedIn starts displaying them [CONFIDENTIAL].

276.   The outcome is generally a composition of the following in the first ten or so updates ranked for a member: [CONFIDENTIAL]. These are interwoven together based on the ranking models described above to optimize for relevance and user experience on the LinkedIn CPS.

277.   As of the date of this report, the LinkedIn CPS complies with Article 6(5) of the DMA as applicable to (i) advertisements (or "ads") displayed on the LinkedIn CPS as determined by LMS through its auction and ranking system (**Section A**); and (ii) Learning's course recommendations displayed on the LinkedIn CPS feed (**Section B**). As explained below, LinkedIn does not self-preference LinkedIn products or services in ranking on the LinkedIn CPS and applies transparent, fair, and non-discriminatory ("**FRAND**") conditions to ranking ads and courses on the LinkedIn CPS.[126]

A.   LMS Ad Ranking

278.   This section discusses (**1**) an overview of LMS tools and ad types available to advertising customers; (**2**) how LMS auctions and ad rankings work; and (**3**) explains how LinkedIn currently complies with Article 6(5) of the DMA.

1.   LMS Tools And Advertising Products

279.   LMS provides advertisers with tools to reach and engage with the LinkedIn professional audiences. LMS' Campaign Manager is the main tool offered to enable advertisers to self-manage their LinkedIn advertising campaigns. Through Campaign Manager, advertisers can choose their campaign objectives, target audiences, select ad formats, set bids and budgets, import ad creatives, view campaign reporting and analytics, and manage campaign optimizations.

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[126]   Article 6(5) of the DMA applies to the LinkedIn CPS but does not apply to services provided together with the LinkedIn CPS such as Jobs and Learning. LinkedIn Sales Navigator and Recruiter are part of the LinkedIn CPS but do not engage in ranking within the meaning of Article 6(5) of the DMA. LinkedIn Sales Navigator and Recruiter provide the ability for business users to search LinkedIn members to find potential sales leads and prospective candidates for open positions, respectively, on the LinkedIn CPS. LinkedIn Sales Navigator and Recruiter only provide recommendations of LinkedIn members to connect and communicate with on the LinkedIn CPS, not goods or services offered by business users or by Microsoft.

280. The campaign objective and advertising format chosen by an advertiser ultimately dictate the ad types a customer's advertising campaign will utilize and where those ads will appear across the LinkedIn CPS (*e.g.*, home feed, right rail). The types of ads that LinkedIn offers, and where each type of ad appears on LinkedIn, include:

- **Sponsored Content Ads.** Sponsored Content Ads deliver native ads to the feed of members in an advertiser's target audience, as well as to the member's feed details and search screens in some cases. They can be displayed to members across desktop, tablet, and mobile devices. Sponsored Content Ad formats include single image ads, carousel ads, and video ads. They may be used with all objective-based advertising options. Sponsored content can be identified by labels such as "Promoted" or "Sponsored" that appear in the upper-left corner of the post, under the company name, as illustrated in **Figure 22**.

Figure 22. Example Of Sponsored Content Ads
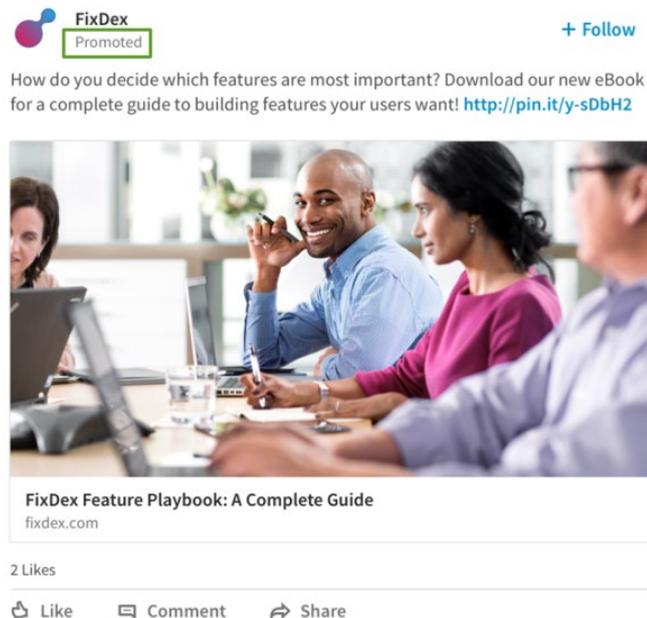
Source: LinkedIn

- **Text Ads.** Text Ads include a headline, brief text, and an image. Text ads appear in the right rail of the LinkedIn CPS homepage (desktop only). This ad format may be used in a variety of objective-based advertising options, including Brand Awareness, Website Visits, and Website Conversions, as shown in **Figure 23**.

Figure 23. Example Of Text Ads
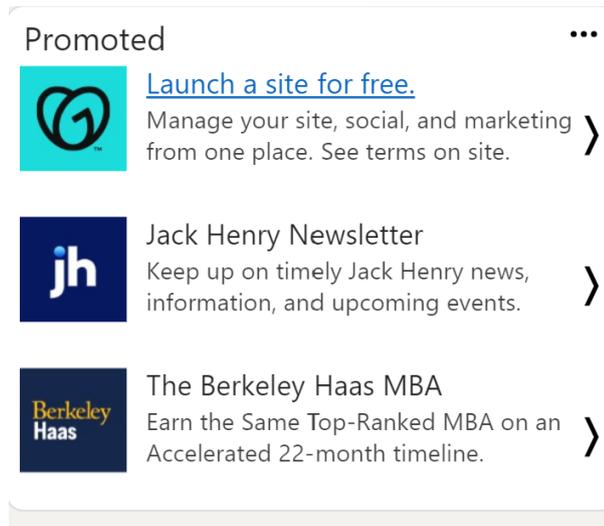
Source: LinkedIn

- **Dynamic Ads.** Dynamic Ads personalize advertiser creatives for each member in their target audience at scale, as shown in **Figure 24**. Dynamic Ads use the viewing member's LinkedIn profile data – photo, company name, and job title – to personalize ads. The formats available include follower ads, spotlight ads, and job ads. Dynamic ads appear on the right rail of the LinkedIn CPS pages (desktop only). These ads can be used with objective-based advertising options Brand Awareness, Website Visits, Engagement, and Job Applicants.

Figure 24. Example Of Dynamic Ads

Source: LinkedIn

- **Sponsored Messaging.** Sponsored Messaging ads enable advertisers to serve native ads to their target audience via LinkedIn Messaging. LinkedIn began supporting this type of advertising in the EU in October 2024 with respect to EEA-

Based Members who have agreed to see Sponsored Messaging ads in their LinkedIn inbox.[127]

Figure 25. Example of Sponsored Messaging Ad
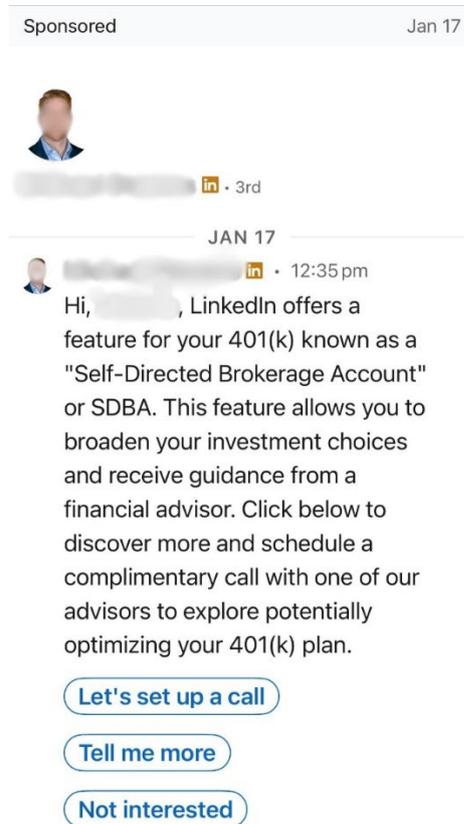
Source: LinkedIn

281.	LinkedIn makes these ad types available to all LMS customers, including customers that offer products and services that may compete with LinkedIn.

## 2.	LMS Ad Auctions And Ad Rankings

282.	LinkedIn applies FRAND conditions to its LMS ad auctions and associated rankings. LinkedIn treats all LMS advertising customers equally in its ad auctions.[128] This includes LinkedIn when it participates as an LMS customer to market LinkedIn's own products and services to LinkedIn members, as well as any competitors of LinkedIn. Below, LinkedIn further details how it (i) runs automated auctions to determine which ads are shown to members and in what order; (ii) participates as an LMS customer in

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[127]	*See* Sponsored Messaging (regarding Sponsored Messaging generally) and LinkedIn Sponsored Messaging in the European Union (regarding Sponsored Messaging in the EU).

[128]	LinkedIn has also recently launched reservation-based ad buying that offers advertisers guaranteed ad placement, with pricing based on dynamic premium cost per mille ("**CPM**") that become fixed once a reservation is booked. As with auctions, LinkedIn treats all LMS customers equally in this ad buying feature.

ad auctions just as any other customer would; and (iii) gives members control over the appearance of organic and promoted content in their feeds on LinkedIn.

i. LinkedIn runs an automated auction to determine which ads are shown to members and in what order

283. LinkedIn runs an automated auction to determine auction winners, pricing, and ranking of ads on its platform. At any given moment, there are hundreds of millions of auctions occurring on LinkedIn. These auctions take place every time a member visits LinkedIn.[129] LinkedIn made changes to how its auction works in 2025.

284. When a LinkedIn member visits the LinkedIn feed, for example, there is a single ad-auction run to determine which ads are shown to that member and in what order. Ads compete in the auction against other ads that have the same format and a similar target audience.[130] The ad auction ranks ads competing to be shown to a particular member. For Sponsored Content Ads that appear in a member's feed, the member is then shown those ads as they scroll down their feed in that ranked order.[131] Text ads that appear outside a member's feed (*e.g.*, right rail) operate similarly where multiple ad slots are available on the same page. For dynamic ads, a member would be shown one top-ranked ad from the auction.[132]

285. As of 2026, the main factors that determine ad-auction ranking are an advertiser's bid value, metrics called member engagement value, and relevancy score. LinkedIn's ad auction adds bid value and member engagement value then multiplies the sum by relevancy score to calculate an overall score. The ad with the highest overall score wins the auction.

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[129] LinkedIn publishes general information regarding LMS ad auctions on its website. *See* https://business.linkedin.com/content/dam/me/business/en-us/marketing-solutions/cx/2021/images/namer-pdfs/global-optimization-deck-for-customers-web.pdfHow the LinkedIn Ads Auction Works - and How You Can Benefit.

[130] A member can fall into multiple target audiences. For example, a member could belong to both "Job title: software engineer" and "interest: MBA program."

[131] Sponsored Content Ad auctions simultaneously rank the top 40 competing ads and display those ads to a member in their feed in that ranked order. If a member is shown all 40 ranked ads in one session, LinkedIn runs another ad auction and ranks another 40 competing ads to display to a member.

[132] The ad auction for all these ad types ranks ads in the same way – by considering the bid value, member engagement value, and relevance. For Sponsored Content Ads, the auction selects the top K ads where K is the number of ad slots available in the feed, whereas for Text and Dynamic Ads – because there is only one ad slot available – the auction selects the single top-ranked ad for placement.

Figure 26. Factors Determining Ad Auction Ranking[133]
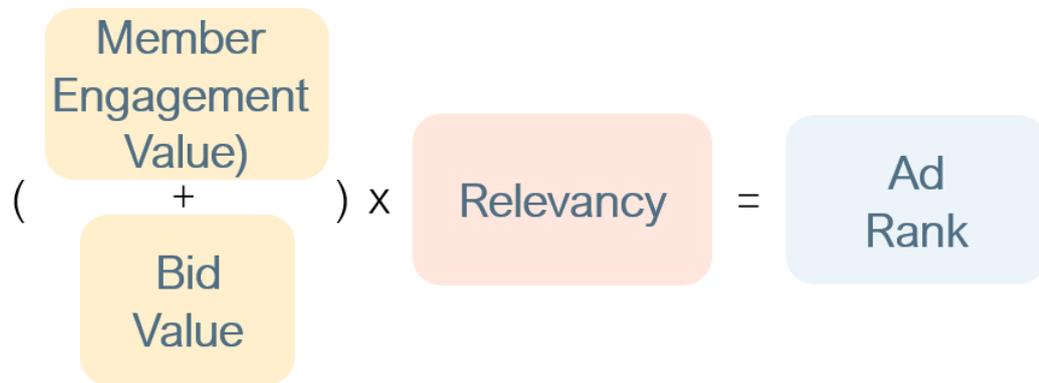
Source: LinkedIn

286. **Bid value.** The bid value conveys the amount an advertiser is willing to pay for a desired action by a LinkedIn member. The type of action (like a click) is based on the advertiser's goals, which is a combination of the campaign objective and bidding strategy.

287. When advertisers create an ad campaign, they choose a bidding strategy that determines the bid used in the auction. LinkedIn offers three bidding strategies to advertisers:

- **Maximum delivery** sets an advertiser's bid automatically through ML and looks to optimize an entire budget for the best results;

- **Manual bidding** enables advertisers to specify the maximum amount they are willing to pay in an auction to control costs; or

- **Cost-cap bidding** allows advertisers to specify a maximum cost per key result, which Campaign Manager uses as a benchmark, aiming to keep the average cost per result below the set cap while maximizing performance.

288. **Relevancy score.** Ads on LinkedIn are assigned a relevancy score. An ad's relevancy score is based on predicted response rates, which reflect how likely a given member is to engage with a particular ad. Relevancy scores rely on factors such as expected click-through-rate, member profiles, historical campaign performance (*e.g.*, comments, likes, and shares), and context.

289. **Member engagement value.** The member engagement value aims to account for the longer-term economic value an ad provides to members based on the member's attributes and behavior on the platform, including interactions with ads. For example, if the member has often engaged with ads similar to one in the auction, that ad would get a higher member engagement value and greater chance of being shown to that member.

290. The ads that win auctions on LinkedIn are the ads that drive the most value to both members and advertisers. To win auctions and maximize a campaign's success,

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[133]   *See* How the LinkedIn Ads Auction Works - and How You Can Benefit.

advertisers must have a good relevancy score, strong member engagement value, and a competitive bid – and this combination determines who wins the auction and serves ads on LinkedIn's platform.

Figure 27. Overview Of How Ad Auction Works
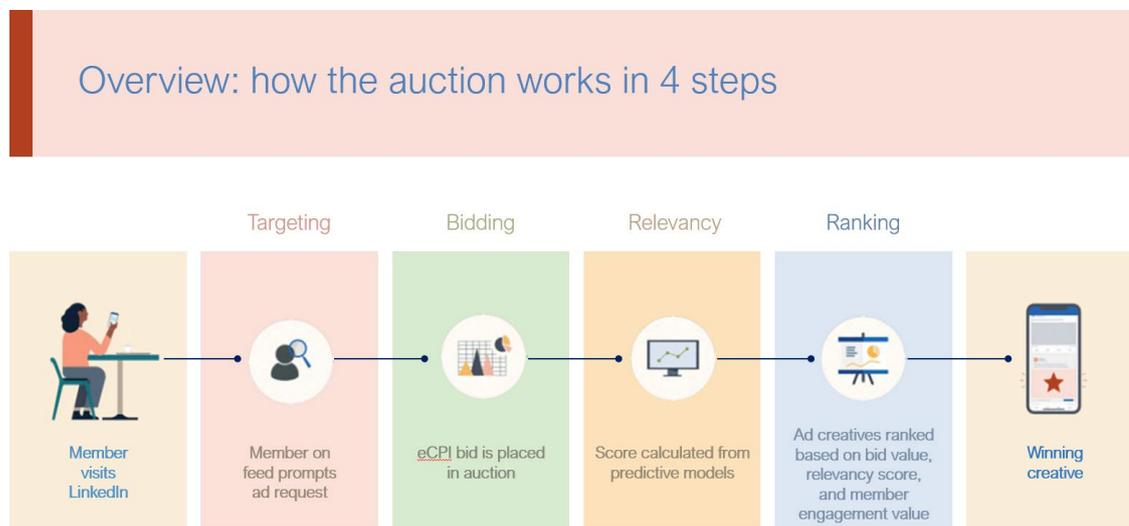
Source: LinkedIn

291.   LinkedIn applies the same objective rules and conditions for its ad auctions to all LMS customers, including LinkedIn as an LMS customer. This includes customers who may be competitors of LinkedIn. LinkedIn also makes available to LMS customers and any other interested third parties detailed information on how its ad auctions work.[134]

    ii.   LinkedIn is an LMS customer and participates in ad auctions identical to any other LMS customer

292.   LinkedIn markets and promotes its own products and services on LinkedIn as a customer of LMS. As an LMS customer, LinkedIn utilizes Campaign Manager – as any other customer would – to run advertising campaigns and serve ads to targeted LinkedIn members. This includes serving native ads to members in their LinkedIn feeds. LinkedIn as an LMS customer receives no favorable treatment, special prominence, or preferential ranking when advertising its own products and services on a LinkedIn member's feed or otherwise. As detailed above, LinkedIn's ad auctions are automated and rely on an objective set of factors when determining ad ranking and placement. None of these factors are influenced by LinkedIn's position as the operator of the advertising service and platform.

293.   LinkedIn has implemented internal measures to ensure that it does not receive any unique advantages or favorable treatment when participating in ad auctions as an LMS customer. For example, as explained in the section regarding Article 6(2) of this Annex, LinkedIn's internal business team responsible for marketing LinkedIn's own products and services on LinkedIn is prohibited from accessing (i) LMS customer-specific bidding or campaign data and strategies and (ii) any information or data from LMS that

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[134]   *See*, *e.g.*, public-facing resources including LinkedIn advertising auction and How the LinkedIn Ads Auction Works - and How You Can Benefit.

other LMS customers would not ordinarily have access to (*e.g.*, LMS algorithms or customer-specific ad campaign information or data). This helps ensure that LinkedIn only bids for and participates in LMS ad campaigns on LinkedIn as any LMS customers would, without preferential treatment or special data access.

iii. LinkedIn members have control over the ads they see in their feeds

294. A LinkedIn member's feed consists of user-generated content from a member's connections (*e.g.*, posts) and stories, articles, videos, posts, and other content that a member is likely to engage with based on their interests and social activity on LinkedIn. As detailed above, a member's feed may also include Sponsored Content Ads, which is paid advertising that appears in a member's feed with the label "Promoted" or "Sponsored" in the upper left corner of the post. Sponsored Content Ads are shown below the most relevant user-generated content that appears at the top of the feed. A member's feed may also include other promotions for LinkedIn's services and products on surface areas dedicated to internal promotions only; that is, areas not open to LMS customers or advertisers. By design, these internal promotions do not appear at or near the top of any member's feed. They instead appear below the first Sponsored Content ad slot on the feed.

295. LinkedIn members can control and influence the content that appears in their feeds, including ads. If members, for example, see user-generated content in their feed that is not interesting or relevant to them, they can choose the option "I don't want to see this" to let LinkedIn know they are not interested in seeing the content anymore.

296. Similarly, for promoted ads that appear in a member's feed – including Sponsored Content Ads – members can choose the option "Hide or report this ad" if they no longer want to see a particular ad. **Figure 28** below provides an example of this option as it would appear for a member in their feed:

Figure 28. Possible Actions On Promoted Content
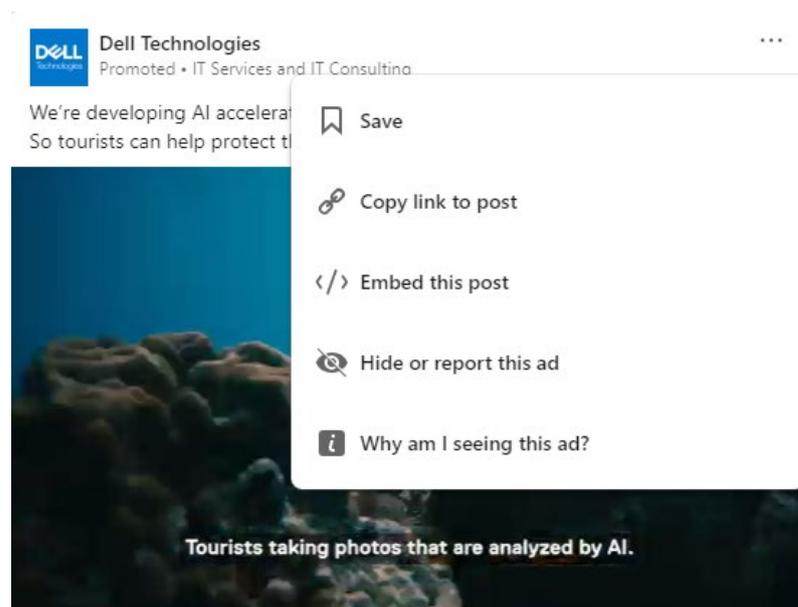
Source: LinkedIn

297. The control LinkedIn gives its members over the appearance of content in their feeds helps further ensure that LinkedIn does not self-preference ads for its own products and services.

3. Compliance With Article 6(5) Of The DMA

298. LinkedIn complies with Article 6(5) of the DMA as it relates to its LMS services. As detailed above, LinkedIn applies FRAND conditions to its LMS ad auctions and related rankings. LinkedIn runs automated ad auctions based on objective metrics, such as bid value, member engagement value, and relevancy score to determine auction winners, pricing, and rankings of ads on its platform. And it provides customers and other interested third parties with detailed information through publicly available sources on how LinkedIn's ad auctions work and how to best use them to achieve marketing goals. LinkedIn treats all LMS advertising customers the same regardless of whether they may compete with LinkedIn, including by providing the option to use any ad type LinkedIn offers, and promote their products and services on LinkedIn members' feeds.

299. LinkedIn receives no favorable or preferential treatment when it advertises its own products and services on LinkedIn. LinkedIn runs LMS advertising campaigns and participates in LMS auctions on the same terms and conditions as any other LMS customer. Indeed, LinkedIn's ad auction and ranking, and ad placement are determined by the same objective metrics as for any other LMS customer.

300. Outside of LMS ads, LinkedIn surfaces general information about LinkedIn, LinkedIn editorial content that may be relevant, and promotional offers to upgrade to a Premium subscription to its members in certain parts of the LinkedIn CPS. These LinkedIn content and prompts are part of the LinkedIn user experience that help inform members about LinkedIn and related content as well as enable members to unlock additional features to improve their experience on LinkedIn. For instance, a LinkedIn member communicating with other members via the messaging feature of LinkedIn may see a prompt at the bottom of the LinkedIn page to unlock their ability to send messages to members outside of their LinkedIn connections by signing up for a Premium subscription.[135] In other words, these promotions (similar to other general information or editorial content surfaced by LinkedIn) are contextually relevant to the LinkedIn feature the member is using at the time and intended to enhance the user experience on the LinkedIn CPS for that particular member engaging with LinkedIn. There are no third-party "*services or products*" that compete with LinkedIn's internal promotions of its features to enhance member experience on the LinkedIn CPS.

301. Further, LinkedIn provides members with control over the appearance of content, including ads, in their feeds as discussed above. This member control works as a product-level check against LinkedIn favoring its own products and services within its feed rankings.

302. Finally, LinkedIn has put in place internal measures to ensure it does not receive any advantages when marketing its own products and services on LinkedIn. As explained above, this includes prohibiting LMS ads data access and use by LinkedIn's internal

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[135] For the member's feed, the slots that LinkedIn uses for these types of content are not at or near the top of the feed and instead are placed below the most relevant organic content and LMS ad shown on the feed.

marketing team to ensure LinkedIn only bids for and participates in LMS ad campaigns on LinkedIn as any LMS customers would, without preferential treatment or special data access. As an additional measure to ensure compliance with Article 6(5) of the DMA, LinkedIn provides its LMS and internal marketing teams with regular and mandatory legal training specifically tailored to Article 6(5) and self-preferencing.

B.   Learning Course Content

303.   Learning is not a CPS but is a service provided together with the LinkedIn CPS. LinkedIn provides search and recommendations of Learning course content to Learning users.

304.   Learning course content consists of:

- LinkedIn's first-party course content (created in-house or in collaboration with third-party instructors);

- LinkedIn's third-party licensed content (where LinkedIn has acquired direct licensing rights for that content); and

- Learning customers' own content (*e.g.*, customer-created or licensed training content from other learning content providers intended for the customer's own employees only).

305.   Only the first two categories of course content above, *i.e.*, Learning's own created or procured course content, are surfaced on the LinkedIn CPS (in the feed) as recommendations based on relevance to the LinkedIn member. A customer's own content (whether created in-house or licensed from third-party providers) is only accessible to the Learning users on the separate Learning platform, including in the "unbound" experience where the Learning customer's employees need not log into the LinkedIn CPS to access the courses. Learning customers can also integrate Learning content and the customers' own content (which may include any third-party courses licensed by the customers) on the customers' own learning management systems via API partnerships with Learning.[136]

306.   LinkedIn complies with Article 6(5) of the DMA with respect to Learning courses shown on the LinkedIn CPS because they are Learning's own created or procured course content only, and thus LinkedIn does not and cannot self-preference by ranking its own learning courses compared to any third-party courses on the LinkedIn CPS.[137]

  ii)   specific information (including, if applicable, data points, visual illustrations and recorded demos[138]) for each measure implemented in the context of Regulation (EU) 2022/1925, regarding:

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[136]   *See* LinkedIn Learning and LMS Deep Integration Overview.

[137]   While outside the scope of Article 6(5) of the DMA, LinkedIn does not self-preference by ranking LinkedIn's first-party content higher than customer content (including licensed courses from other learning providers) to the extent all content is ranked together for search or recommendations on the distinct Learning service.

[138]   For example, this may be particularly relevant to illustrate changes impacting user journeys.

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;**

307.   Microsoft refers to **Section 2.1.2 (i)** above for a description of the relevant situation prior to the DMA, as well as any new measures further ensuring DMA compliance of the LinkedIn CPS with Article 6(5) of the DMA.

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

308.   Microsoft refers to **Section 2.1.2 (i)** above.

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

309.   Microsoft refers to **Section 2.1.2 (i)** for a description of the scope of all relevant measures ensuring the LinkedIn CPS' compliance with Article 6(5) of the DMA.

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

310.   Any new measure described in **Section 2.1.2 (i)** applies only to relevant EEA-Based Members, as determined according to the information available in their LinkedIn profile.

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);**

311.   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,[139] consent forms,[140] warning messages, system updates, functionalities available, or customer journey to access functionalities[141]);**

312.   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,**

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[139]   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.

[140]   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.

[141]   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.

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);

313.   None.

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

314.   Microsoft refers to the above sections for any new measures and related changes in compliance with Article 6(5) of the DMA, as applicable to the LinkedIn CPS.

i)   any consultation[142] 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;

315.   Microsoft has not consulted with end users, business users, or any interested parties.

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

316.   Microsoft has not involved external consultants in the elaboration of any new measure in compliance with Article 6(5) of the DMA, as applicable to the LinkedIn CPS.

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;

317.   None.

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[142]   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;**

318.   None.

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

319.   None.

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;**

320.   None.

o) **any type of market analysis or testing (in particular A/B testing[143]), business user surveys or consumer surveys or end user consent rates,[144] that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[145]**

321.   Microsoft has not carried out any market analysis or testing, or surveys.

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;[146]**

322.   Microsoft has not carried out any market analysis or testing, or surveys.

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**

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[143]   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.

[144]   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)).

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

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

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

323.   Microsoft refers to the introduction of the Compliance Report. Microsoft believes that the transparent nature of LinkedIn is the most relevant indicator that the objectives of the DMA are being achieved. Nonetheless, Microsoft remains open to discussing any additional indicators or data that would assist the Commission in its assessment whether a particular measure is effective in achieving the objectives of the DMA, taking into consideration the pre-existing measures of LinkedIn.

  r)   **any relevant data[147] 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;**

324.   As outlined in **Section 2.1.2 (ii) (q)** above, Microsoft remains open to discussing any indicators or data that would assist the Commission in its assessment whether a particular measure is effective in achieving the objectives of the DMA. In assessing such metrics, it will be important to consider whether the pre-existing design and operation of the platform was largely consistent with the provisions in question or whether significant changes were required. In the former circumstance one would not expect to see measurable changes in end user or business user behavior and metrics may not be indicative of effectiveness.

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

325.   Microsoft remains open to discussing any indicators and ways to monitor those indicators that would assist the Commission in its assessment of whether a particular measure is effective in achieving the objectives of the DMA, including metrics that track the choices made by users under mechanisms required by the DMA such as consent rates, installing and setting applications as the default, use of data portability mechanisms, or others.

  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**

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

independently audited, data access policies, data retention policies and measures to enable secure data access).

326.   Microsoft refers to **<u>Section 2.1.2 (i)</u>** above for information on how third parties would access the LinkedIn CPS through LMS ads on the feed.

Regarding Article 6(6)

327.   Microsoft refers to **Section 2.3** below.

Regarding Article 6(7)

328. Microsoft refers to **Section 2.3** below.

Regarding Article 6(8)

2.1.1. The following statement confirming compliance with the obligation in line with Article 8(1) of Regulation (EU) 2022/1925:

329. Microsoft confirms that as of the date of this report it has ensured compliance with the obligation laid down in Article 6(8) of the DMA, as applicable to the LinkedIn CPS.

2.1.2. An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data [148] 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

330. Article 6(8) of the DMA provides: "[t]*he gatekeeper shall provide advertisers and publishers, as well as third parties authorised by advertisers and publishers, upon their request and free of charge, with access to the performance measuring tools of the gatekeeper and the data necessary for advertisers and publishers to carry out their own independent verification of the advertisements inventory, including aggregated and non-aggregated data.*" The gatekeeper must provide the data "*in a manner that enables advertisers and publishers to run their own verification and measurement tools to assess the performance of the core platform services provided for by the gatekeepers.*"

331. LinkedIn offers online advertising services branded as LMS. While LMS is an online advertising CPS within the meaning of the DMA,[149] LMS is not designated under the DMA. In the Designation Decision, the Commission takes the view that LMS is a service that is distinct from the LinkedIn CPS.[150]

332. The obligations imposed under Article 6 of the DMA apply only to designated CPSs: "[t]*he Gatekeeper shall comply with all obligations set out in this Article <u>with respect to each of its core platform services listed in the designation decision</u> pursuant to Article 3(9)*" (emphasis added, Article 6(1) of the DMA). Recital 58 of the DMA, which links to Article 6(8), notes however that the obligation imposed applies to "*online advertising services listed in the designation decision*" <u>and</u> "*those that are fully integrated with other core platform services of the same undertaking.*" As explained in

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[148]   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.

[149]   Article 2(j) of the DMA provides that online advertising services include "*any advertising networks, advertising exchanges and any other advertising intermediation services*" of the gatekeeper.

[150]   Designation Decision, ¶¶145 and 157.

the section regarding Article 5(2) of this Annex, LMS is not a designated online advertising service and instead is a distinct service offered together with the LinkedIn CPS. While it is unclear whether LMS constitutes a "*fully integrated*" online advertising service for the purposes of Article 6(8), Microsoft describes below existing and new practices related to LMS that align with the obligations under Article 6(8) of the DMA.

333. With regard to advertisers (or LMS customers), LinkedIn already provides ad performance measurement reporting in LMS' Campaign Manager tool and existing LMS APIs. LinkedIn also enables advertisers to authorize and work with third-party verification partners.

334. LinkedIn has not implemented any measures with respect to third-party publishers, however, as LinkedIn lacks any direct relationship with them or direct access to third-party publisher inventories. LinkedIn partners with third-party ad exchanges to enable LMS' LAN feature that enables LMS customers to extend the reach of their LinkedIn native ad campaigns by targeting their ads to LinkedIn members on third-party websites and applications. These third-party ad exchanges act as intermediaries and run the ad auctions. Unlike LinkedIn, they have direct visibility and access to third-party publisher inventories (where LAN ads may be displayed) and related user engagement data and determine the ultimate prices to be shared with publishers.

335. Microsoft further expands below by:

- Providing an overview of the LMS' Campaign Manager tool (**Section A**);

- Explaining its advertiser-side transparency practices (**Section B**); and

- Explaining why the publisher-side transparency obligations in Article 6(8) of the DMA are not relevant to LinkedIn (**Section C**).

A.   **Overview Of LMS Campaign Manager**

336. LMS Campaign Manager is LinkedIn's ad management tool that enables advertisers to create, launch, and evaluate the performance of their LinkedIn advertising campaigns. Campaign Manager is a self-service, online tool that is accessible by LMS customers who are also LinkedIn members through the LinkedIn website. All LinkedIn members can access and register for the Campaign Manager tool on the top right-most corner of their LinkedIn feed, through either the "Advertise" button or by clicking the "For Business" drop-down menu and clicking the "Advertise on LinkedIn" option, as illustrated in **Figure 29** below.

Figure 29. Accessing LMS Campaign Manager
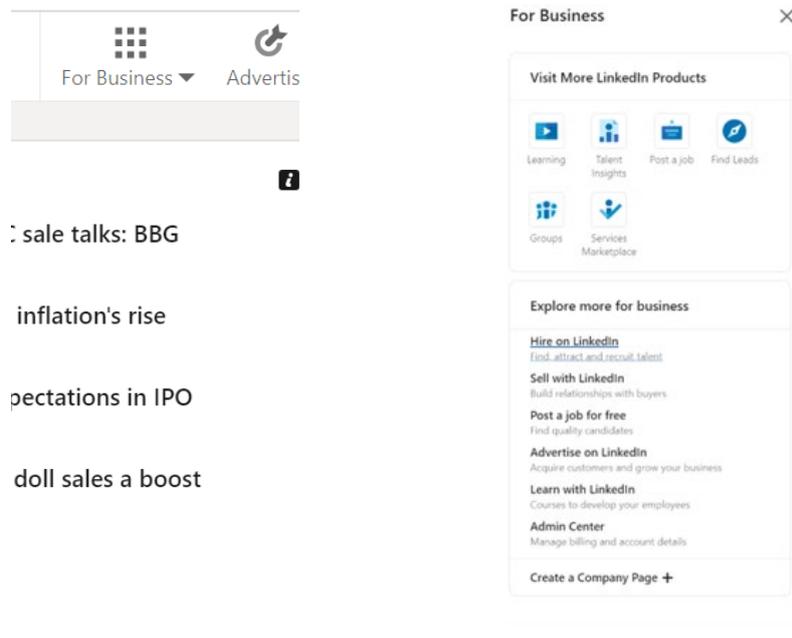
Source: LinkedIn

337. Campaign Manager enables advertisers to create and measure their LinkedIn advertising campaigns. Key features of Campaign Manager include the Ad Account, Campaigns, Ad Sets, and Ads.[151]

Table 2. Overview Of The Campaign Manager Tool

Hierarchy Entity	Description	Basic Features	Advanced Features
Ad Account	The top-level container for advertisers' advertising setup.	Billing setup, user roles, LinkedIn Page connection.	Shared audiences, conversion tracking, brand safety, experiment testing.
Campaign	A way to organize and manage multiple ad sets.	High-level budget, schedule, and status control across ad sets.	Objective selection (campaign-level), budget optimization across ad sets.
Ad set	Defines strategy and targeting for advertisers' ads.	Objective selection (ad set-level), audience targeting, ad format, bidding strategies, budget, and schedule.	Conversion tracking, placement control, URL tracking parameters.
Ad	The creative unit shown to the advertisers' audience.	Format-specific setup (*e.g.*, image, video, message), preview, edit, duplicate.	Drafting ads with AI, flexible ad creation.

Source: LinkedIn

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[151]   *See* How LinkedIn's advertising tool works.

338. After registering for the Campaign Manager tool, LinkedIn members who are LMS customers can provide their billing information in the Campaign Manager Billing Center and launch their LinkedIn ad campaigns.

B. Advertiser-Side Transparency

339. In this section, LinkedIn discusses (**1**) the practices providing advertiser-side transparency on ad performance that were in place prior to the LinkedIn CPS designation (**Section 1**) and (**2**) how LinkedIn aligns its LMS practices with the requirements in Article 6(8) of the DMA through practices in place before and additional practices following the LinkedIn CPS designation (**Section 2**).

1. Existing Advertiser-Side Transparency Practices

340. The Campaign Performance page in Campaign Manager provides LMS customers, *i.e.*, advertisers, with access to a comprehensive reporting dashboard summarizing the performance of Ad Accounts, Campaigns, Ad Sets, and Ads. Advertisers can automatically access the reporting dashboard when they sign-in to Campaign Manager.

341. Within this page, advertisers can measure the performance of their ad campaigns by viewing metrics in the reporting dashboard, accessing performance charts and demographics, or exporting a CSV report.

342. Various metrics are available to measure performance, engagement, conversions, leads, *etc.*, for advertisers' campaigns and ads. Types of metrics include:

- **Performance Metrics** include metrics such as spend, impressions, clicks, and average click-through rate.

- **Delivery** includes metrics such as reach and average frequency.

- **Engagement** includes metrics such as reactions, comments, shares, and follows.

- **Sponsored Messaging** includes metrics specific to Sponsored Messaging ad formats such as sends and opens.

- **Conversions and Leads** include metrics related to conversion tracking and lead generation forms.[152]

- **Video** includes metrics specific to video ads such as views and view rate.

- **Budget and Bid** includes metrics such as daily budget, total budget, and average daily spend.

- **Job Applicants** include metrics specific to single job ads such as job applications and job application rate.

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[152] LMS' lead-generation forms are one of the ad formats available through LinkedIn – LinkedIn members who are interested in learning more about an advertiser's products or services and click on this labeled ad format are taken to a lead-generation form they can submit to receive more information.

- **Lead Funnel** includes metrics to monitor qualified lead performance: Qualified Leads and Cost per Qualified Lead.

- **Attribution Model** includes metrics specific to how interactions with ads are credited for a conversion across advertisers' campaigns: Leads and Leads (Data-driven attribution).

343. **Appendix A** provides a full list of metrics available through Campaign Manager.

344. **Reporting Dashboard.** In the reporting dashboard, advertisers can view metrics to measure the performance of their ad campaigns and ads, as shown in **Figure 30**. Advertisers can adjust the information shown in the reporting dashboard using various options above the column names. Advertisers can also adjust the Campaigns, Ad Sets, or Ads views by using "Search" or the "Filters" dropdown menu or by switching between the "Ad Sets," "Campaigns," and "Ads" tabs at the top. "Search" helps advertisers find specific Ad Sets, Campaigns, or Ads by name or ID. "Filters" allow advertisers to view information based on status, campaign objective, or ad type. The filters available vary between the Ad Sets, Campaigns, and Ads tabs.

Figure 30. Campaign Manager's Reporting Dashboard
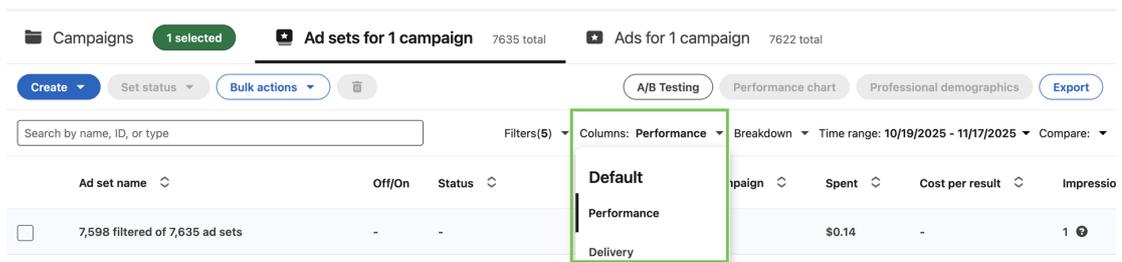
Source: LinkedIn

345. Further, advertisers can change the metrics viewed by using the "Columns" dropdown menu. They can create custom column views or select from default column views, such as "Performance" or "Sponsored Messaging," to view different metrics. They can also select a "Breakdown" (the dropdown option visible in **Figure 30** above) to compare performance for conversions, LAN, carousel image cards, and device type, for instance.

346. The "Conversions" breakdown allows customers to view how many conversions were received for each conversion added to the Ad Set.

- The "**On/Off Network**" breakdown allows customers to view reporting on ads displayed on LinkedIn versus the ads displayed on publisher websites and applications (through LAN).

- The "**Carousel**" breakdown allows customers to view reporting for each card of their carousel image ad.

- The "**Impression Device Type**" breakdown allows customers to view their performance based on what devices people were using when they saw the customer's ads.

347. All metrics are aggregated daily, and advertisers may request a report for any date range during the duration of their LMS ad campaigns. The reporting dashboard aggregates metrics across the date range. Advertisers can change the "Time range" of data shown to view past campaign information or to view performance for a specific date range.

348. **Performance charts and professional demographics.** To better visualize the performance of their campaigns and ads, advertisers can view performance charts and demographics by selecting the corresponding button below the "Ads" tab (*see* **Figure 31**).

<p align="center">Figure 31. Viewing Charts And Demographics</p>
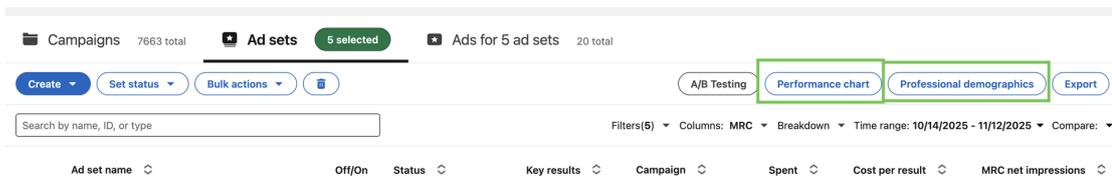
<p align="center">Source: LinkedIn</p>

349. Performance charts allow customers to view graphs of their ad set and ad performance data. Customers can visually compare trends of how their ads perform over time and better understand how their audience engages with their ads, as illustrated in **Figure 32**.

<p align="center">Figure 32. Example Of Performance Chart</p>
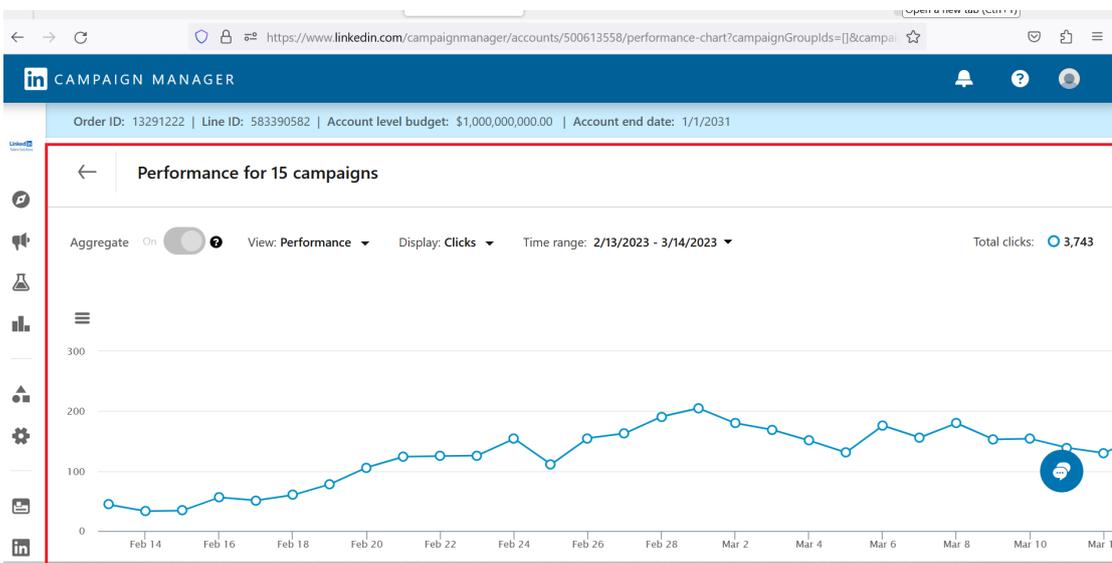
<p align="center">Source: LinkedIn</p>

350. Professional Demographics allows customers to view information about the types of individuals who interacted with the customers' ads (*see* **Figure 33**). Understanding the audience engaging with the customers' ads at an aggregated level can help advertisers optimize their ad creatives and target audience. The Professional Demographics view provides additional breakouts by standard professional attributes of the LinkedIn member profile: Job Function, Job Title, Company, Company Industry, Job Seniority, Company Size, Location, Country / Region, *etc.* LinkedIn notes that the professional

demographic breakdowns are aggregated and use differential privacy ("**DP**") [153] to ensure individual LinkedIn members cannot be identified by the aggregated results.

Figure 33. Example Of Demographics View
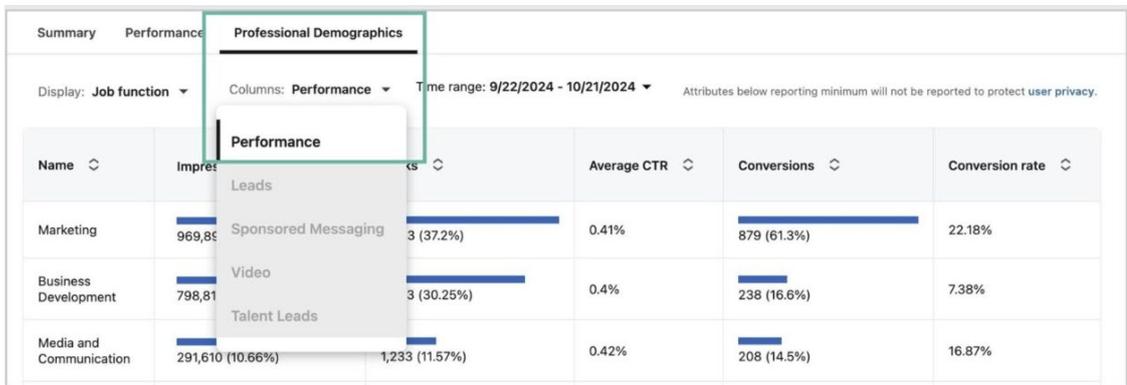
Source: LinkedIn

351.   **CSV Report.** Metrics are also available to advertisers in CSV reports. LMS customers can download a CSV report of ad performance metrics or professional demographics by clicking the "Export" button, as shown in **Figure 34**.

Figure 34. Exporting A CSV Report
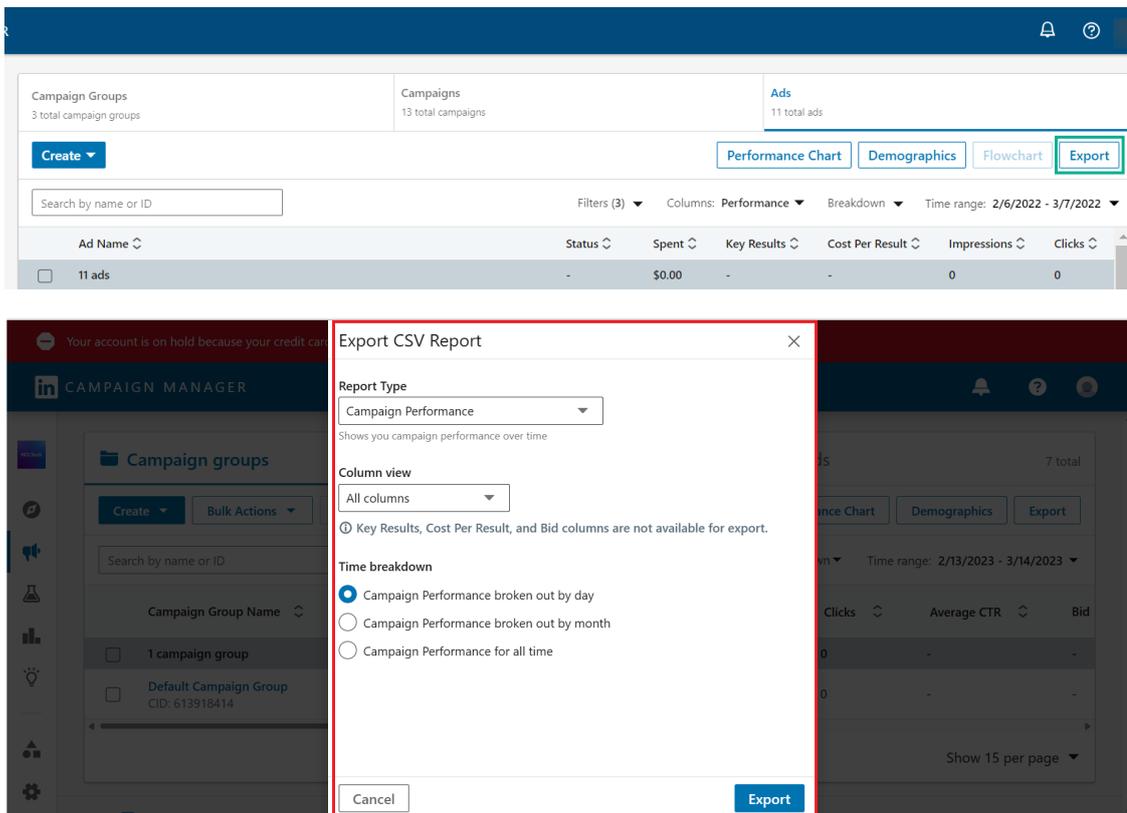
Source: LinkedIn

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[153]   *See* Privacy-preserving analytics and reporting at LinkedIn.

352.   Advertisers can download various CSV reports in Campaign Manager to help them understand the efficiency of their campaigns and ads through detailed performance metrics. The different kinds of CSV reports available for download include the types of report provided in **Table 3** below.

Table 3. Examples Of CSV Report Types

Type of Report	Definition
Ad set performance Ad performance	Customers are able to download a broad range of performance metrics for their ad sets and ads, including total spent, impressions, click through rate, and engagement rate.
Audience network ad set performance Audience network ad performance	Advertisers are able to compare performance between ad sets and ads displayed on LinkedIn or on LinkedIn's partner applications and sites for campaigns with the LAN enabled.
Professional demographics	Advertisers are able to view information about members who interacted with their ad sets and ads, such as company name, job seniority, and job function.
Conversion performance Conversion ad performance	Advertisers can compare the types of conversions received for their ad sets and ads.
Leads	Advertisers can view responses to the Lead Generation Forms associated with their ad sets.
Conversation ad CTA performance	Advertisers can view the number of button clicks received for each action available in their conversation ad.
Placements ad set performance Placements ad performance	Advertisers can view performance of ad sets being displayed on LinkedIn and the LAN platforms.

Source: LinkedIn

353.   The report types available for selection when exporting vary depending on the account level an advertiser is viewing, as shown in **Figure 35**. The level also determines whether the rows of each report contain Campaigns or Ads, as well as some of the columns included in the report.

Figure 35. CSV Report Content Depending On Account Level

	Account	Campaign	Ad Set	Ad
Ad set performance	✓	✓	✓	
Ad performance	✓	✓	✓	✓
Audience network ad set performance	✓	✓	✓	
Audience network ad performance		✓	✓	✓
Professional demographics	✓	✓	✓	✓
Conversion performance		✓	✓	
Conversion ad performance		✓	✓	✓
Conversation ad CTA performance		✓	✓	✓
Placements ad set performance		✓	✓	
Placements ad performance		✓	✓	✓
Leads			✓	

Source: LinkedIn

2. Practices Relevant To Article 6(8) Of The DMA

354. LinkedIn's LMS practices align with the requirements of Article 6(8) of the DMA as LinkedIn provides a range of ad performance measuring tools through Campaign Manager to LMS customers, who may be advertisers directly using the LMS ad services or ad agencies, businesses, or other third parties using the ad services on the advertisers' behalf. As discussed further below, third-party independent verification partners are also afforded access to the advertiser-side transparency tools relevant to Article 6(8) if advertisers authorize them to engage with LinkedIn and if they meet certain necessary criteria.

i. Existing practices

355. First, any LinkedIn member can sign up for a Campaign Manager account free-of-charge and become an LMS customer to run advertising campaigns on LinkedIn and access ad performance reporting metrics and measurement tools.

356. LMS customers can "access" this information / tool "free-of-charge" and on a self-service basis in at least three ways: (i) by relying on the Campaign Manager UI, specifically on the Campaign Manager Reporting Dashboard and performance charts (described above); (ii) by exporting this information through a CSV file (described above); and (iii) through public reporting APIs (described below).

357. As regards the public reporting APIs, the LinkedIn Reporting APIs provide key insights on performance such as ad clicks, impressions, and spend, as well as audience demographics information, similar to the reporting available through the Campaign Manager UI. The metrics accessible through these public reporting APIs are provided in **Appendix B** to this Annex.

358. Second, LinkedIn has relied on existing and additional practices to provide access to data necessary for advertisers to carry out their own independent verification of the advertisements inventory, including aggregated and non-aggregated data. LinkedIn provides integrations with third-party measurement and verification partners. These third-party integrations focus on enabling verification of invalid traffic ("**IVT**") / fraud, viewability, and brand safety. IVT is any online traffic that does not come from a real person or people with genuine intent. Bots are a problem on the internet in general, and in online advertising in particular. Bot traffic severely damages the chances for real human users to interact with a brand. To protect advertisers from ad bots, LinkedIn's trust team conducts a two-phase investigation of IVT on LinkedIn: (i) LinkedIn's trust team analyzes member activity and other first-party signals to flag any suspicious behaviors; and (ii) Pixalate, Double Verify, and HUMAN Security (a third-party solution)[154] flags fraudulent traffic that LinkedIn can then detect and filter.

359. Viewability is a metric that helps inform advertisers that the ads they have purchased have the opportunity to be seen by a real user. With respect to viewability of onsite ads, LinkedIn currently provides viewability metrics for the video ad format with Integral Ad Science and Double Verify using industry standards (such as Media Rating Council ("**MRC**")) or advertiser-defined standards for viewability measurement.

360. Separately, LinkedIn ensures brand safety by monitoring and filtering brand unsafe inventory by adhering to Professional Community Policies[155] and the Global Alliance for Responsible Media ("GARM") brand safety and suitability standards. LinkedIn's Trust and Safety team proactively monitors the content on the platform and removes the majority of violating content and spams automatically, before ad impressions are served along such content.

ii. Additional practices

361. As a platform, LinkedIn considers member trust and data protection to be of the utmost importance. LinkedIn strives to maintain the same standards for its partners and customers. To enable "*independent verification of the advertisements inventory*" as reflected in Article 6(8) of the DMA, LinkedIn implements an API product to enable advertisers to authorize third parties, such as advertising agencies mentioned in Recital 58 of the DMA to carry out independent verification of Ads. LMS customers can

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[154] *See* How LinkedIn handles invalid traffic (IVT).

[155] *See* Professional Community Policies.

request that their third-party measurement partners satisfy LinkedIn's technical requirements (described below) to ensure platform safety and member privacy in order to perform verification of ad inventory (with respect to IVT / fraud, viewability, and brand safety).

362.   **API infrastructure.**   With respect to the "*independent verification of the advertisements inventory*" requirement of Article 6(8) of the DMA, the API product ("**Article 6(8)-Related API Product**") enables third-party measurement providers authorized by the relevant LMS customer to access advertiser data. Data is returned in one-month increments and measurement partners have an ability to make queries for multiple calendar months. A high-level data flow diagram of the API mechanism is included for reference in **Figure 36**.

Figure 36. High-Level Diagram Of API Mechanism
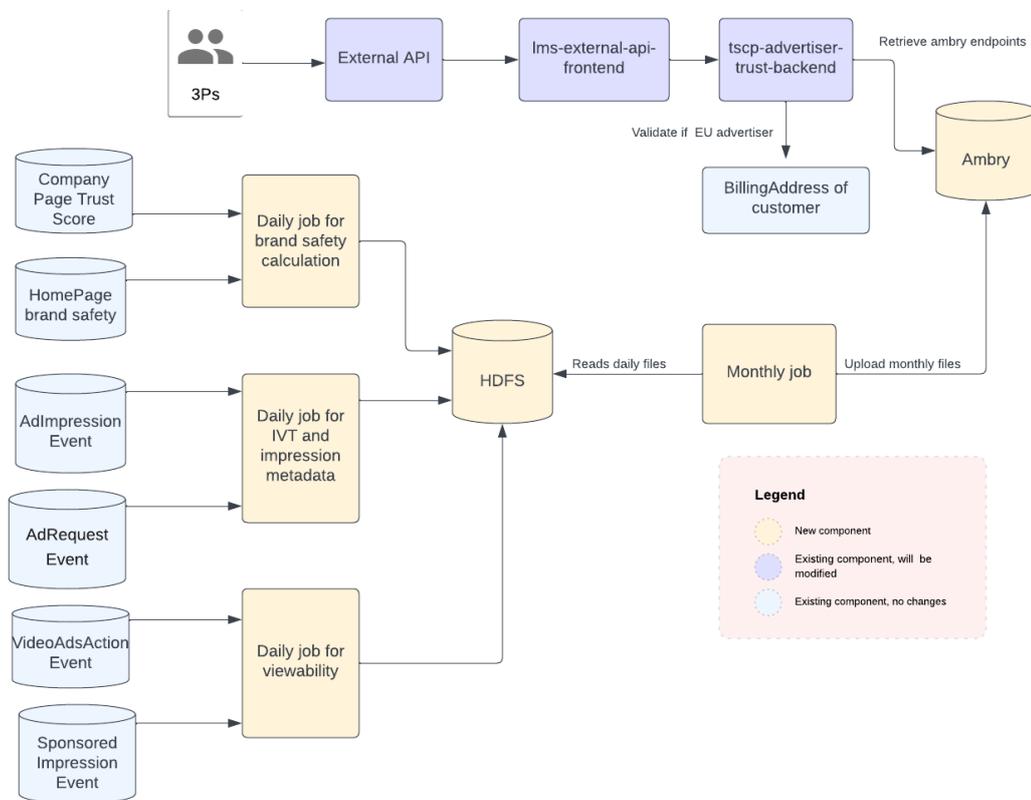
Source: LinkedIn

363.   **Article 6(8) Application and API request process.** To access the Article 6(8)-Related API Product, the third-party measurement partner needs to follow the following steps.

Figure 37. Steps To Access Article 6(8)-Related API Product
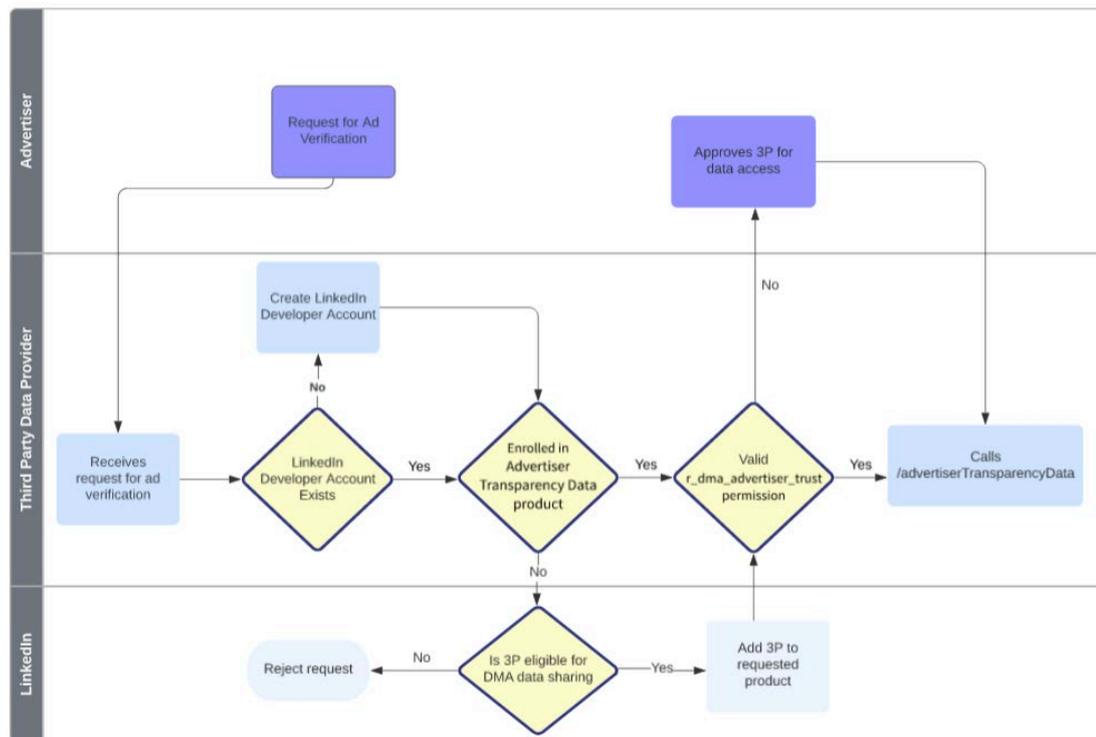
Source: LinkedIn

364. **(1) DMA Article 6(8) Application.** The third-party measurement partner must submit a customer support ticket and fill out an application survey.

365. The intake survey asks for the following general information:

- Third-party measurement partner Company Name;

- LinkedIn Developer Application ID;

- Relevant contact details (name and email) of the third-party measurement representative;

- Do you have accreditation / certification with organizations like the MRC or Trustworthy Accountability Group ("**TAG**")?

- Please provide the company name and contact information of the advertiser on whose behalf you are requesting the Article 6(8)-Related API Product (and their existing LinkedIn Campaign Manager ad account information, if known); and

- Please provide additional details on the business use case (*e.g.*, your specific product offering (including related webpages, if any, for such product offering) for this customer that will leverage this API).

366.   LinkedIn reviews the request to ensure that the third-party measurement partner falls under the following measurement partner qualifying criteria:

- They follow industry standards for verification (*i.e.*, brand safety, viewability, invalid traffic);

    o   For instance, they must show accreditation or certification with organizations such as the MRC or the TAG.

- They will work with LMS advertising accounts;

- They accept and agree to LinkedIn's legal terms for advertiser-requested verification partners;

- They meet the same standards as LinkedIn's other vendors with respect to the LinkedIn-defined process for privacy, information security (*e.g.*, SOC 2 compliance), and technical requirements for data access / processing; and

- They have the ability to build to LinkedIn's technology or LinkedIn-licensed technology where applicable.

367.   **(2) Terms and Conditions.** Third-party measurement partners must agree to the terms and conditions for use of the Article 6(8)-Related API Product. These terms and conditions are specific to the Article 6(8)-Related API Product and do not require any amendment to the LinkedIn User Agreement or LinkedIn Ads Agreement. API program terms typically place restrictions on how third-party measurement partners may use the data accessed via a specific API (*e.g.*, privacy, security, and business restrictions). The terms and conditions pertinent to the Article 6(8)-Related API Product reflect the terms negotiated with current measurement partners.

368.   **(3) Entity Verification.** For third-party measurement partners, access to the Article 6(8)-Related API Product is provided after the third-party measurement partner completes entity verification after LinkedIn determines that the third-party measurement partner falls under the qualifying criteria and after the third-party measurement partner agrees to the terms and conditions. The entity verification consists in checking that the email domain is valid, that the measurement partner is a registered entity (*e.g.*, corporation, LLC) in the EEA location in which they are established (based on location provided by the advertiser to LinkedIn through LMS' billing center), that they are not on any restricted parties lists (*e.g.*, sanctions lists), and that they are not suspected of accessing LinkedIn platform data in an unauthorized manner (*e.g.*, scraping, crawling, spidering). This form of entity verification is necessary to ensure platform safety and protect against platform abuse or fraud. LinkedIn's LMS customer support team relies on an internal Microsoft tool for entity verification. Once it is established that an advertiser-requested ad verification partner meets the qualifying criteria above, LinkedIn provides the requisite access to the verification partner and make any other technical documentation available to help enable the integration with that partner.

369.   **(4) API application.** Separately, the third-party measurement provider must create a LinkedIn Developer application (if it does not already exist), as shown in **Figure 38**

below.[156] To create an application, third-party measurement partners must provide information, such as an application name, a relevant LinkedIn Company Page to be associated with the application, a link to a privacy policy, and a logo.

Figure 38. Creating An Application

Source: LinkedIn

370. **(5) Access Token Creation.** Once the steps above are completed, the third-party measurement partner is able to request access to an industry-standard authorization token to access the advertiser's data.

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[156] *See* LinkedIn - Developers - Create an app.

Figure 39. Access Token Creation
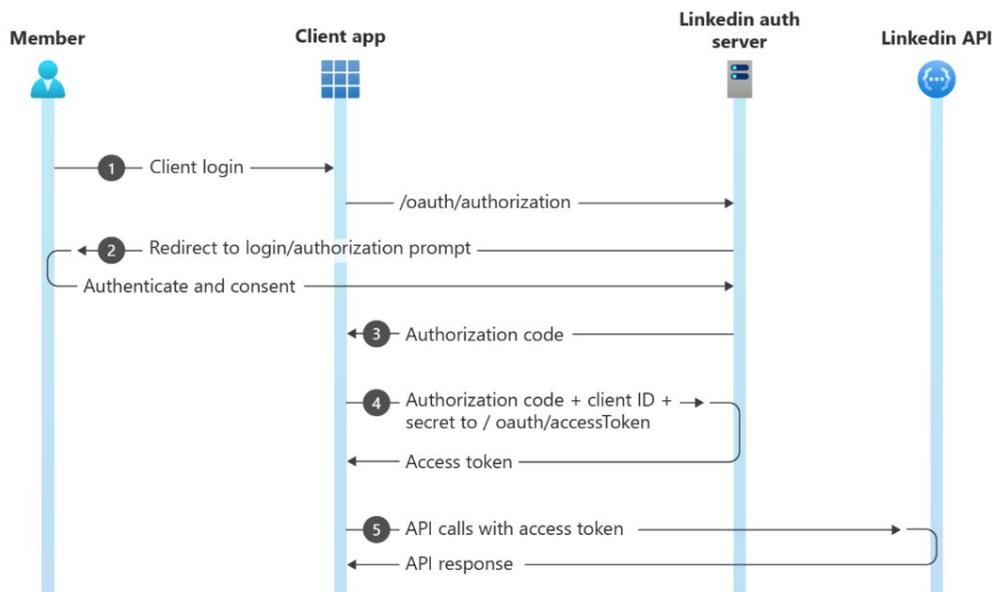
Source: LinkedIn

371. Once the LMS customer (advertiser) approves the request, the third-party measurement partner has access to the DMA API endpoint (valid for two months) and refresh tokens (valid for one year). This allows the third-party measurement partner to access the relevant LMS customer's data on LinkedIn. Due to member privacy, LinkedIn requires the advertiser-requested third-party verification partners not to share members' personal data with advertisers.

372. Data is provided in a CSV file format on a monthly basis at the ad account level.

C. Publisher-Side Transparency

373. As discussed above, LinkedIn does not have direct relationships or contracts with third-party publishers. Instead, LinkedIn's contracts are with third-party ad exchanges to enable the LMS LAN feature that involves bidding for third-party inventory on behalf of LMS customers. It is the ad exchanges that have direct visibility and access to those third-party publisher inventories as well as related ad performance data. For that reason, the publisher-side transparency obligations in Article 6(8) of the DMA do not apply to LinkedIn.

ii)   **specific information (including, if applicable, data points, visual illustrations and recorded demos[157]) 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;**

374.   Microsoft refers to **Section 2.1.2 (i)** above for a description of the relevant situation prior to the DMA, as well as any measures implemented for DMA compliance of the LinkedIn CPS with Article 6(8) of the DMA.

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

375.   The measures described in **Section 2.1.2 (i)** were implemented or maintained by the DMA compliance deadline.

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

376.   Microsoft refers to **Section 2.1.2 (i)** above for a description of the scope of all relevant measures ensuring LinkedIn CPS' compliance with Article 6(8) of the DMA.

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

377.   The geographic scope of the additional practices described in **Section 2.1.2 (i)** above is limited to advertisers located in the EEA or Switzerland, based on the advertiser's location as provided by the advertiser to LinkedIn through LMS billing services.

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);**

378.   Microsoft refers to **Section 2.1.2 (i)** above for a description of the technical changes made in connection with the implementation of the API to comply with Article 6(8) of the DMA, as applicable to the LinkedIn CPS.

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,[158] consent forms,[159] warning messages, system**

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[157]   For example, this may be particularly relevant to illustrate changes impacting user journeys.

[158]   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.

[159]   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.

updates, functionalities available, or customer journey to access functionalities[160]);

379. No changes to the LMS customer experience were required with respect to existing reporting functionalities available through Campaign Manager and/or public APIs. However, related to the "*independent verification of the advertisements inventory*" aspect of Article 6(8) of the DMA, LinkedIn has implemented the Article 6(8)-Related API Product to enable third-party measurement partners to apply for access (as further described above in **Section 2.1.2 (i)**).

380. Microsoft refers to **Section 2.1.2 (i)** above for a summary of the customer journey to access functionalities.

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

381. Since LinkedIn already provides business users with access to the performance measuring tools via Campaign Manager and the existing reporting APIs, no changes to the LinkedIn Privacy Policy or the LinkedIn Ads Agreement were required by the implementation of practices relevant to Article 6(8) of the DMA.

382. In addition, LinkedIn requires all third-party measurement partners to agree to standard terms and conditions authored by LinkedIn. Such agreements reflect the terms negotiated with current measurement partners.

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

383. Microsoft refers to **Section 2.1.2 (i)** above.

> **i)** **any consultation[161] 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**

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[160] 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.

[161] This information should include a description of the methodology for the consultation.

context and a high- level description of the topic of the consultation with those users/parties;

384.   To date, LinkedIn has engaged in a limited, informal reach out to a few known customers and measurement partners, providing a general description of its planned practices relevant to Article 6(8) of the DMA. The informal feedback received was that the general planned practices seemed reasonable.

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;**

385.   There has been no involvement of external consultants in the elaboration of the practices described above.

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

386.   No alternative practices were considered. One alternative practice briefly discussed was building out a manual business-user request intake and third-party measurement partner review and approval process that would involve sharing the relevant verification data through offline server-to-server flows. LinkedIn believed that an API solution would be a more streamlined and efficient way of requesting and sharing information and thus decided to move forth with a new API product implementation.

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;**

387.   In February 2024, LinkedIn published company posts and related materials to inform its members, customers, and partners about the forthcoming DMA-related changes, including the Article 6(8)-Related API Product.[162] Further, Developers can check the status of LinkedIn APIs on LinkedIn's website[163] and have access to an AI chatbot that they can use to more easily discover and learn about the LinkedIn API Program. In addition, Microsoft refers to **Section 2.1.2 (i)** above.

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[162]   *See*, *e.g.*, LinkedIn in Europe: Changes for the Digital Markets Act; Providing performance and transparency measurement tools; Advertiser Transparency API; and LinkedIn Regulatory Developer Products Overview.

[163]   *See* Developer Status Page.

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

388. None.

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;**

389. To ensure platform security, member data security, and member privacy, the advertiser-requested third-party measurement partners must register with the LinkedIn Developer Program and are expected to meet certain security-driven requirements upon application to the access the Article 6(8)-Related API Product and to agree to the terms and conditions. Also, due to its existing member privacy obligations,[164] LinkedIn requires the third-party verification partners not to share members' personal data with advertisers.

390. LinkedIn offers a variety of programs to enable third-party integration with LinkedIn via APIs for both end-user and business-user use cases (the "**LinkedIn API Platform**"). The LinkedIn API Platform includes functionality to monitor and report on the use of LinkedIn APIs at the application level. The Article 6(8)-Related API Product relies on this existing functionality to monitor calls to the API to identify, for example, patterns of calls that may indicate abuse or errors that may indicate a problem with the Article 6(8)-Related API Product. Notifications to relevant stakeholders (*e.g.*, developers, support teams) can be implemented to alert such stakeholders when errors occur. To further ensure platform stability, security, and hygiene, the LinkedIn API Platform monitors for developer applications that are inactive and after 180 days of inactivity (*e.g.*, no API calls made) are notified of inactivity and then later, if no activity occurs, access will be suspended.

o) **any type of market analysis or testing (in particular A/B testing[165]), business user surveys or consumer surveys or end user consent rates,[166]**

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[164] LinkedIn's Privacy Policy states that LinkedIn "*do*[es] *not share* [member] *personal data with any third-party advertisers or ad networks*," except in some limited, specified circumstances.

[165] 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.

[166] 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)).

that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[167]

391. LinkedIn has not carried out any type of market analysis or testing to evaluate the expected impact or evolution of the impact of the Article 6(8)-Related API Product on the objectives of the DMA.

    p)   any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;[168]

392. LinkedIn has not carried out any type of market analysis or testing to evaluate the actual impact or evolution of the impact of the Article 6(8)-Related API Product on the objectives of the DMA.

    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;

393. Microsoft refers to the introduction of the Compliance Report. Microsoft believes that the transparent nature of LinkedIn is the most relevant indicator that the objectives of the DMA are being achieved. Nonetheless, Microsoft remains open to discussing any additional indicators or data that would assist the Commission in its assessment whether a particular measure is effective in achieving the objectives of the DMA, taking into consideration the pre-existing measures of LinkedIn.

    r)   any relevant data[169] 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;

394. As outlined in <u>**Section 2.1.2 (ii) (q)**</u> above, Microsoft remains open to discussing any indicators or data that would assist the Commission in its assessment whether a

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

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

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

particular measure is effective in achieving the objectives of the DMA. In assessing such metrics, it will be important to consider whether the pre-existing design and operation of the platform was largely consistent with the provisions in question or whether significant changes were required. In the former circumstance one would not expect to see measurable changes in end user or business user behavior and metrics may not be indicative of effectiveness.

395.   LinkedIn allows its LMS customers, or business users, to export and verify via a third party their ad campaign performance data. LinkedIn has since made more visible the availability of the API to LMS customers.[170]

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

396.   Microsoft remains open to discussing any indicators and ways to monitor those indicators that would assist the Commission in its assessment of whether a particular measure is effective in achieving the objectives of the DMA, including metrics that track the choices made by users under mechanisms required by the DMA such as consent rates, installing and setting applications as the default, use of data portability mechanisms, or others.

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).**

397.   Microsoft refers to **Section 2.1.2 (i)** above.

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[170]   To access this API, s*ee* Microsoft Learn – LinkedIn Regulatory Developer Products Overview; and LinkedIn Developer Support Portal.

Appendix A

LMS Campaign Manager Metrics

LinkedIn provides below the full list of metrics available through LMS Campaign Manager.

Spent, Views, Impressions, Clicks, Other, Total Engagement, Engagement Rate, Full Screen Plays, Off/On, Status, Campaign, Campaign Group, Objective, Key Results, Start Date, End Date, Cost Per Result, Total Budget, Avg. Daily Spend, Daily Budget, Bid, Average CPM, Average CPC, Reach, Average frequency, Average Dwell Time, Cost Per 1,000 Member Accounts Reached, Average CTR, Audience Penetration, Reactions, Comments, Shares, Page Follows, Member Follows, Total Social Actions, Clicks To Landing Page, Clicks To LinkedIn Page, Viral Impressions, Viral Clicks, Viral Reactions, Viral Comments, Viral Shares, Viral Follows, Viral Other, Viral Conversions, Viral Post Click Conversions, Viral Post View Conversions, Viral Subscriptions, Subscriptions, Conversions, Conversions (Data-Driven Attribution), Click Conversions, View Conversions, Conversion Rate, Cost Per Conversion, Total Conversion Value, Return On Ad Spend, Leads, Lead Form Opens, Open Opportunities, Pipeline Amount, Opportunities Won, Revenue Won, Lead Form Completion Rate, Leads (Data-Driven Attribution), Cost Per Lead, Qualified Leads, Cost Per Qualified Lead, Event Registrations, Click Event Registrations, View Event Registrations, Viral Event Registrations, Viral Click Event Registrations, Viral View Event Registrations, Total Event Watch Time, Average Event Watch Time, Event Views, Cost Per Event View, 15-Sec+ Event Views, 30-Sec+ Event Views, 2-Min+ Event Views, Average Watch Time For 15-Sec+ Event Views, Average Watch Time For 30-Sec+Event View, Average Watch Time For 2-Min+ Event Views, Cost Per 15-Sec+ Event View, Cost Per 30-Sec+ Event View, Cost Per 2-Min+ Event View, Leads (Work Email), Lead Form Completion Rate (Work Email), Cost Per Lead (Work Email), View Rate, eCPV, Views @ 25%, Views @ 50%, Views @ 75%, Completions, Completion Rate, Viral Video Views, Viral Video Views @ 25%, Viral Video Views @ 50%, Viral Video Views @ 75%, Viral Video Completions, Viral Video Completion Rate, Viral Video Full Screen Plays, Plays, Skips, Skip Rate, Total Video Watch Time, Average Video Watch Time, MRC Net Impressions, MRC Net Clicks, MRC Gross Impressions, MRC Gross Clicks, Sends, Opens, Sponsored Messaging Clicks, Button Clicks, Banner Clicks, Link Clicks, Open rate, Click To Open Rate, Cost Per Send, Cost Per Open, Talent Leads, Talent Lead Rate, Cost Per Talent Lead, Job Apply Clicks, Job Applications, Job Application Rate, Cost Per Job Application, Download Clicks, Preview Download Clicks, Clicks To Member Profile, Viral Download Clicks, Viral Preview Download Clicks, Displays @ 25%, Displays @ 50%, Displays @ 75%, Completions, Viral Displays @ 25%, Viral Displays @ 50%, Viral Displays @ 75%, Viral Completions

Appendix B

Metrics Accessible Through Public APIs

LinkedIn provides below the full list of metrics accessible through public APIs.[171]

actionClicks
adUnitClicks
approximateMemberReach
averageDwellTime
averageEventWatchTime
averageEventWatchTimeOver15Seconds
averageEventWatchTimeOver30Seconds
averageEventWatchTimeOver2Minutes
averageVideoWatchTime
audiencePenetration
cardClicks
cardImpressions
clicks
closedWonOpportunities
commentLikes
comments
companyPageClicks
conversionValueInLocalCurrency
costInLocalCurrency
costInUsd
costPerEventView
costPerEventViewOver15Seconds
costPerEventViewOver30Seconds
costPerEventViewOver2Minutes
costPerQualifiedLead
dateRange
documentCompletions
documentFirstQuartileCompletions
documentMidpointCompletions
documentThirdQuartileCompletions
downloadClicks
eventViews
eventViewsOver15Seconds
eventViewsOver30Seconds
eventViewsOver2Minutes
eventWatchTime
externalWebsiteConversions

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[171]   For a definition of these metrics, *see* Microsoft Learn – Reporting – Metrics available.

externalWebsitePostClickConversions
externalWebsitePostViewConversions
follows
fullScreenPlays
headlineClicks
headlineImpressions
impressions
jobApplications
jobApplyClicks
landingPageClicks
leadGenerationMailContactInfoShares
leadGenerationMailInterestedClicks
likes
oneClickLeadFormOpens
oneClickLeads
opens
openOpportunities
opportunityAmountInUsd
opportunityWinRate
otherEngagements
pivotValues
postClickJobApplications
postClickJobApplyClicks
postClickRegistrations
postViewJobApplications
postViewJobApplyClicks
postViewRegistrations
qualifiedLeads
reactions
registrations
revenueAttributionMetrics
revenueWonInUsd
returnOnAdSpend
sends
shares
subscriptionClicks
talentLeads
textUrlClicks
totalEngagements
validWorkEmailLeads
videoCompletions
videoFirstQuartileCompletions
videoMidpointCompletions
videoStarts

videoThirdQuartileCompletions

videoViews

videoWatchTime

viralCardClicks

viralCardImpressions

viralClicks

viralCommentLikes

viralComments

viralCompanyPageClicks

viralDocumentCompletions

viralDocumentFirstQuartileCompletions

viralDocumentMidpointCompletions

viralDocumentThirdQuartileCompletions

viralDownloadClicks

viralExternalWebsiteConversions

viralExternalWebsitePostClickConversions

viralExternalWebsitePostViewConversions

viralFollows

viralFullScreenPlays

viralImpressions

viralJobApplications

viralJobApplyClicks

viralLandingPageClicks

viralLikes

viralOneClickLeadFormOpens

viralOneClickLeads

viralOtherEngagements

viralPostClickJobApplications

viralPostClickJobApplyClicks

viralPostClickRegistrations

viralPostViewJobApplications

viralPostViewJobApplyClicks

viralPostViewRegistrations

viralReactions

viralRegistrations

viralShares

viralSubscriptionClicks

viralTotalEngagements

viralVideoCompletions

viralVideoFirstQuartileCompletions

viralVideoMidpointCompletions

viralVideoStarts

ViralVideoThirdQuartileCompletions

viralVideoViews

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:**

398. Microsoft confirms that as of the date of this report it has ensured compliance with the obligation laid down in Article 6(9) of the DMA, as applicable to the LinkedIn CPS.

2.1.2. **An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data [172] 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**

399. Article 6(9) of the DMA provides: "[t]*he gatekeeper shall provide end users and third parties authorised 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.*"

A. **Relevant Situation Prior To Implementation Of Compliance Measures**

1. **Member Data Export Functionality**

400. Prior to implementing the measures explained below, LinkedIn provided end users that have created accounts on the LinkedIn platform and are logged-in to those accounts ("**members**") with a tool to download an archive of their LinkedIn data ("**Existing Export Tool**"). The Existing Export Tool enables download of specific data types (each data type with its own data fields) such as member profile data, list of first-degree connections, messages, likes, comments, shares, follows, ads clicked, and job applications.

401. The data types covered by the Existing Export Tool include data from LinkedIn services that do not form part of the LinkedIn CPS – including LMS, Jobs, and Learning-related data – but that are provided together with the LinkedIn CPS. The Existing Export Tool

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[172]   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.

remained available to members after the DMA compliance deadline of 7 March 2024 and will continue to be made available.[173]

402.   As illustrated in **Figure 40**, a member can utilize the Existing Export Tool by:

   i.   Clicking the "Me" icon at the top of their LinkedIn home page;

   ii.   Selecting "Settings & Privacy" from the drop-down menu;

   iii.   Clicking "Data Privacy" on the left rail;

   iv.   Clicking "Get a copy of your data" under the "How LinkedIn uses your data" section; and

   v.   Selecting the data that they are looking for and clicking "Request archive."

Figure 40. Using The Existing Export Tool
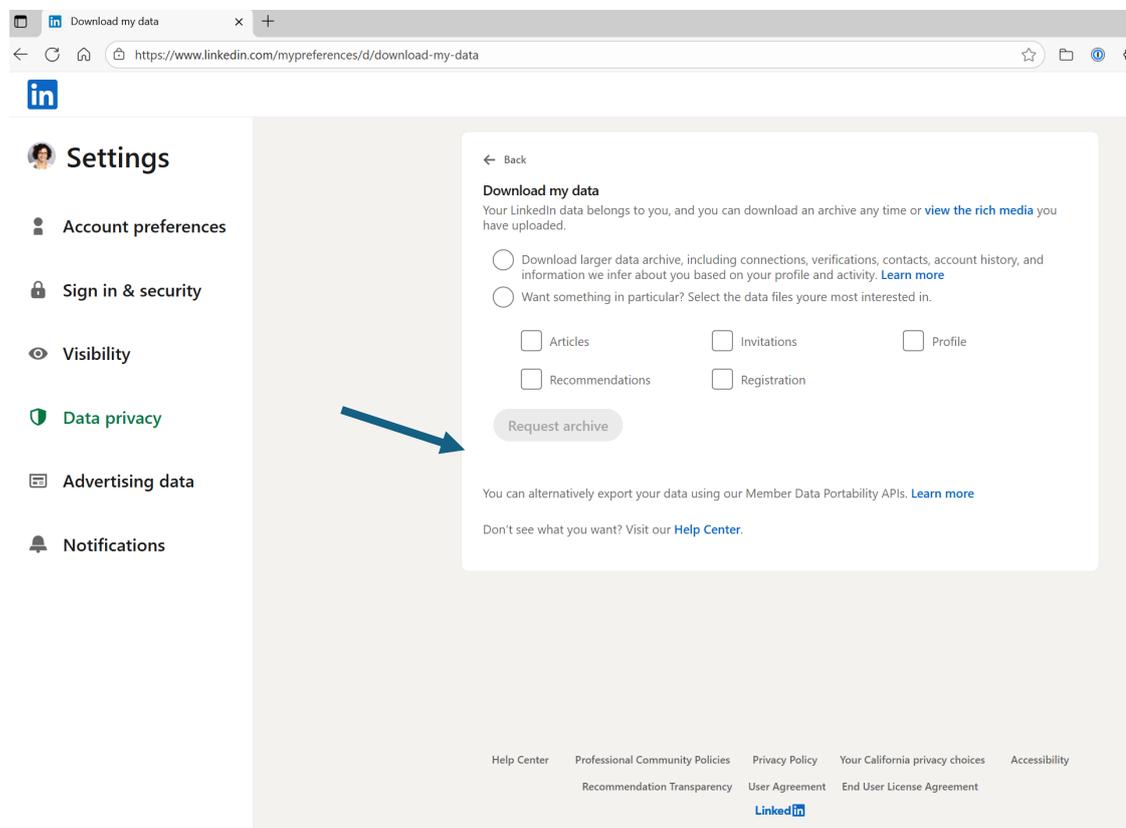
Source: LinkedIn

403.   Once the relevant data is compiled, the member receives an email from LinkedIn with a link from where they can download the requested data. When a member wishes to export their entire data archive versus just one type of data, the member receives a first email when the readily available data is available and another email when the remaining

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[173]   *See* **Appendix C** for a full list of fields available via the Existing Export Tool.

– longer to obtain – data is available. [174] The data is delivered to the member in a zip folder with multiple CSV files. The data will be available for 72 hours following the request. A member can make additional requests for their data every two hours.

404.   **Figure 41** below provides a sample of the data available for download with the Existing Export Tool.

Figure 41. Sample Data Available For Download Through Existing Export Tool

Account Status History.csv

Time	Event
2011/01/16 01:13:42 UTC	Account Created

Ad Targeting.csv

Age Group	Country	Company Sizes	Companies	Followed Companies	Functions	Gender	Industries	Followed Industries
25-34	in	5001-10000	LinkedIn	Harvard Business Review,Bessemer,E Ink Corporation,Apple	Engineering	Female	Computer Software	

Followed Industries	Partner Opt Out Advertising	Seniorities	State	Postal Code	Schools	Graduation Year	Groups	Interface Language	Degree Classes	Skills
	No	Entry	ka	560001	Sri. College of Engineering	2016	Python Programmer / Developers,Cloud Computing,Hadoop India,Python Professionals.	en	Bachelor's Degree	python,c++,android

Ads Clicked.csv

Ad clicked Date	Ad Title
2018/03/21 01:47:45 UTC	Awesome ad title
2018/05/04 21:20:32 UTC	Click this ad today

Comments.csv

Comment Date	Comment Content Type	Comment Content Url	Comment Message
2018/04/24 03:47:33 UTC	Share	https://www.linkedin.com/feed/update/urn%3Ali%3Aactivity%3A00001	Good read
2015/06/03 04:08:00 UTC	Share	https://www.linkedin.com/feed/update/urn%3Ali%3Aactivity%3A00002	Congratulations!
2015/02/06 04:14:10 UTC	Share	https://www.linkedin.com/feed/update/urn%3Ali%3Aactivity%3A00003	Congrats! :)
2015/01/08 03:49:04 UTC	Share	https://www.linkedin.com/feed/update/urn%3Ali%3Aactivity%3A00004	Awesome!

Connections.csv

First Name	Last Name	Email Address	Company	Position	Connected On
Harvey	Spectre	hs@mail.com	Pearson Spectre	Head of Development Platforms	10/22/14, 10:30 PM
Rachael	Green	rg@mail.com	Green Inc.	Founder and CEO	10/5/15, 8:03 AM

Causes You Care About.csv

Supported Cause
Education
Environment
Science and Technology

Company Follows.csv

Organization	Followed On
BEUC - The European Consumer Organisation	Tue Jun 25 18:03:29 UTC 2024
Ace Camps Travel	Mon Jun 17 18:02:42 UTC 2024
inVest Ventures	Fri May 03 17:42:45 UTC 2024
National Geographic	Sun Apr 14 23:30:59 UTC 2024
Future of Privacy Forum	Mon May 15 14:07:11 UTC 2023

Reactions.csv

Date	Type	Link
2024-09-07 13:52:33	LIKE	https://www.linkedin.com/feed/update/urn%3Ali%3Aactivity%3A7237898843231588352
2024-09-07 00:21:05	LIKE	https://www.linkedin.com/feed/update/urn%3Ali%3AugcPost%3A7237857624501747712
2024-09-06 23:21:07	LIKE	https://www.linkedin.com/feed/update/urn%3Ali%3Aactivity%3A7237899114447810561
2024-09-06 23:20:47	LIKE	https://www.linkedin.com/feed/update/urn%3Ali%3Aactivity%3A7237916272254951424
2024-09-05 14:47:26	LIKE	https://www.linkedin.com/feed/update/urn%3Ali%3Aactivity%3A7237446312336523264
2024-09-03 14:07:26	LIKE	https://www.linkedin.com/feed/update/urn%3Ali%3AugcPost%3A7236625475207364609

Source: LinkedIn

2. LinkedIn API Programs

405. LinkedIn offers a variety of programs to enable third-party integration with LinkedIn via APIs for both end-user and business-user use cases through the LinkedIn API Platform.

406. The LinkedIn API Platform has a robust backend infrastructure to support application creation and registration, product provisioning, ongoing application management and analytics, comprehensive published developer documentation, and a support channel. The LinkedIn API Platform is further described on and publicly accessible via the LinkedIn developer site (the "**LinkedIn Developer Site**").[175] **Appendix D** provides screenshots of the LinkedIn Developer Site.

B. Measures To Ensure Compliance

407. While the Existing Export Tool and existing LinkedIn API Platform provided access to a wide variety of member data prior to March 2024 (and continue to do so today), they alone did not fully satisfy certain elements of Article 6(9) of the DMA. By way of example:

- **Existing Export Tool.** Although the Existing Export Tool provides a comprehensive set of member data provided to or generated from using LinkedIn services, access is: (a) only provided upon a member's request and not on an ongoing basis, and (b) provided as a CSV file, as opposed to a more readily consumable format like "JSON" (which presents structured data in a standard format that enables representation of complex and nested information via API).

- **Existing API Programs.** While the existing LinkedIn API Platform provides a variety of datasets via APIs in an industry-standard format and on a continuous basis, prior to March 2024, LinkedIn did not have APIs that provide access to the

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[175]   *See* LinkedIn Developer.

same datasets available via the Existing Export Tool.

408. Therefore, to ensure compliance with Article 6(9) of the DMA, LinkedIn built a free-of-charge API (the "**Member Data Portability API**") and supporting program (together with the Member Data Portability API, the "**Member Data Portability API Program**") to enable a member or member-authorized third parties[176] to access the member data provided to and generated from their use of LinkedIn, including services provided together with the LinkedIn CPS in a "continuous and real-time" manner, as further explained below. The Member Data Portability API Program is supported by the LinkedIn API Platform and made publicly available to Developers on the LinkedIn Developer Site.

409. In **Section 1**, LinkedIn describes how it complies with each element of Article 6(9) of the DMA. The concrete implementation of the Member Data Portability API Program is detailed in **Section 2**.

1.   Member Data Portability API

410. The Member Data Portability API Program satisfies each of the following requirements of Article 6(9) of the DMA.

i.   Data provided at the member's or authorized third party's request

411. Developers are able to request access to a member's LinkedIn data through the application that the Developer has built to integrate with the Member Data Portability API. Such access requires member authorization before a Developer can access that member's LinkedIn data.[177] Members must be logged-into their LinkedIn account for the authorization to work. Once signed-in, members are presented with a dialogue box that describes what LinkedIn data they are electing to make available to the Developer. The dialogue box also describes how members can terminate the authorization from within their LinkedIn account and informs the member that use of their data as exported to the Developer is governed by the Developer's terms and conditions. Upon the member's consent, an authorization token is issued via the OAuth 2.0 standard,[178] which the Developer must include in each API call to the Member Data Portability API.

412. The authorization token is valid for one year after the initial authorization is given. To keep members informed, the authorization dialogue pane indicates that the Developer will have access to their LinkedIn data for up to one year, unless the member terminates access earlier. [179]

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[176]   Each member or authorized third party that seeks access to the Member Data Portability API, shall be referred to as a "**Developer**," and respectively, a "**Member Developer**" or a "**Third-Party Developer**."

[177]   LinkedIn provides in **Appendix E** a sample authorization experience and relevant LinkedIn settings ("**Permitted Services**").

[178]   The OAuth 2.0 standard is an open standard for access delegation and is a commonly-used way for internet users to grant websites or applications access to their information on other websites without compromising the security of their passwords.

[179]   To ensure platform stability, security, and hygiene, the LinkedIn API Platform monitors for developer applications that are inactive and after 180 days of inactivity (*e.g.*, no API calls made),

413. **Figure 42** below is an example authorization screen for the Member Data Portability API.

Figure 42. Example Authorization Screen For The Member Data Portability API
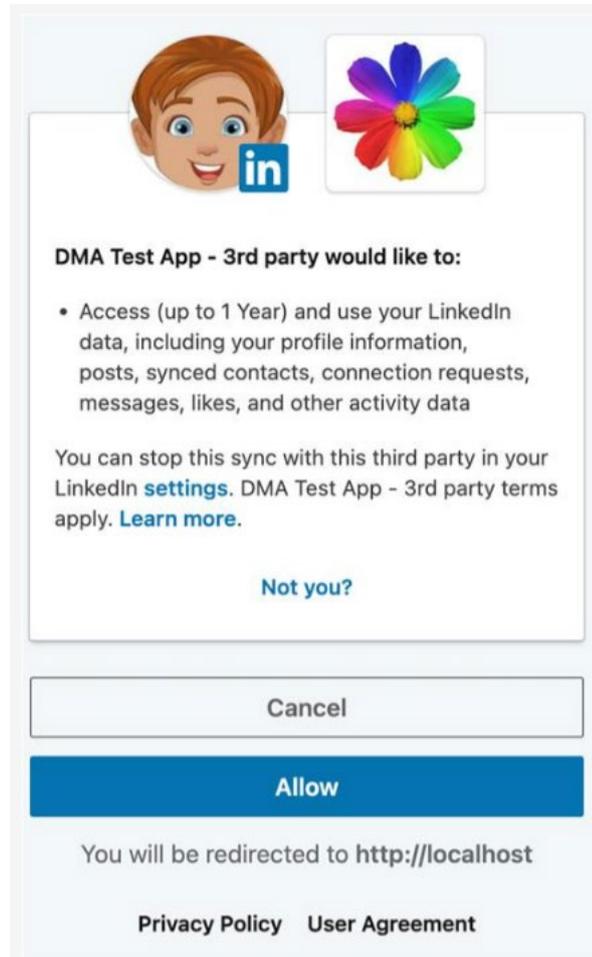
Source: LinkedIn

    ii.   <u>Real-time access to data</u>

414. A Developer is able to access a particular member's LinkedIn data that exists as of the time of the request (*i.e.*, a real-time "snapshot" of the member's profile data, connections, and all messages in the member's inbox) ("**Snapshot Data**"). This Snapshot Data is consistent with how the data is available to members via the Existing Export Tool.[180]

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such developer applications are notified of inactivity then later, if no activity occurs, have their access suspended. The same monitoring is in place for the Member Data Portability API Program.

[180]   As the LinkedIn platform evolves, product features are continuously added, modified, or deprecated, which may necessitate changes to the relevant LinkedIn data types. Such changes will be made to the Existing Export Tool, and thereafter, to the Member Data Portability APIs. Therefore, from time to time, the Existing Export Tool may contain slightly different data types

415.   The Member Data Portability API also provides "changelog" data for certain data types that are included in the Snapshot Data, but that tend to change more readily over time (*e.g.*, Profile, posts, reactions). This means that after a member authenticates to an application that has integrated with the Member Data Portability API, the Member Data Portability API can, upon a call, send a record of changes to the member's LinkedIn data that has occurred over the preceding rolling 28-day period ("**Changelog Data**"). **Appendix F** provides a breakdown of data available in snapshot and changelog.

iii.   Data provided by or generated through the activity of the member in the context of the use of the LinkedIn CPS

416.   The Member Data Portability API Program provides access to the same data types that are available via the Existing Export Tool (*i.e.*, LinkedIn CPS data and data from services provided together with or supporting the LinkedIn CPS). **Appendix F** provides a list of data types available through the Member Data Portability API Program. Data is included in the Existing Export Tool based on the following factors: what data are members most interested in; what data do peer platforms provide; what data does LinkedIn receive requests for; what data does LinkedIn have available (*e.g.*, if LinkedIn's ordinary course practice with respect to a particular data type is to delete it after a certain amount of time, or to disassociate it from the relevant member, LinkedIn would not change that practice just to be able to return it in a data export); are member settings respected (*i.e.*, is there member-to-member blocking); and how difficult it is to provide the data. For example, while the Existing Export Tool provides members with the IP addresses of their account logins, providing all of the IP addresses associated with every session a member engaged in during a particular period could possibly take a disproportionate amount of computing time to generate.

iv.   Continuous access to data

417.   After a Developer integrates with the Member Data Portability API and a member grants authorization, the Developer is able to "pull" (*i.e.*, requests access to) that member's LinkedIn data to use on its own platform in line with Article 6(9) of the DMA. The Developer can make further calls on the cadence they deem appropriate (*e.g.*, on a daily basis). Similarly to the rest of the LinkedIn API Platform, throttle / call limits are established for the Member Data Portability API. These limits are in place to prevent abuse (*e.g.*, a massive volume of calls can take down an API service) and not to limit appropriate access. The limits were determined by LinkedIn's past experience with call patterns for other LinkedIn API Platform's API programs and what LinkedIn deems appropriate for the Member Data Portability API Program. The public-facing developer documentation that, among other things, describes the technical requirements and instructions for integrating the Member Data Portability API into the Developer's application (the "**Developer Documentation**"), provides information on rate limiting, what developers should expect if they hit a rate limit, and how to determine the rate

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than the Member Data Portability API due to the added complexity of updating the Member Data Portability APIs.

limits for a particular API.[181] To the extent Developers determine that the limits are not sufficient, LinkedIn will adjust them as needed.[182]

       v.   Effective access and use

418. The data provided via the Member Data Portability API is in JSON format, which is generally recognized as industry standard, such that it can be "*effectively accessed and used*" by the Developer for the Developer's own platform.[183] LinkedIn notes that the Developer must create a developer application on the LinkedIn API Platform ("**DMA Application**")[184] so it is able to communicate with the Member Data Portability API. Developers receive and use the data through their DMA Application, upon authorization by the member through their DMA Application and within the scope of that authorization.

419. To further ensure that the data is provided in an effective and useful way, the Member Data Portability API allows Developers to limit their calls to certain available datasets in accordance with their use case and to improve their application's performance. The Member Data Portability API supports calls for: (i) ALL Snapshot Data (via a call to the Snapshot API endpoint); (ii) ALL Changelog Data (via a call to the Changelog API endpoint); (iii) ALL Snapshot Data and ALL Changelog Data (via two calls - one to the Snapshot API endpoint and one to the Changelog API endpoint); or (iv) one field type of Snapshot Data (the Developer can execute this API call sequentially to retrieve a set of field types (*e.g.*, first call – profile; second call – connections; third call – posts).[185] The Member Data Portability API does not support calls for a portion of Changelog Data due to the nature of the data – calls are made for changes that occurred based on a time interval, so any changes made during that time interval is returned.

420. The very first time that a member authorizes a Developer to access their LinkedIn data via the Member Data Portability API, some data fields may be available immediately, while other data fields may take longer to be available to be returned via the Member Data Portability API. Data types such as profile data, recommendations, and articles are readily available and can be accessed via the Member Data Portability API in around 10 minutes of the first API call. Other data types, for example, engagement data, may take up to 48 hours to be able to be retrieved via the Member Data Portability API because such data types require compiling and accessing in offline stores. After the first time that particular member's data is retrieved, however, LinkedIn's system is

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[181]   For information on rate limits, *see* Microsoft Learn – Rate Limiting.

[182]   One developer requested higher call limits during a prior reporting period. As there was no evidence of abuse, LinkedIn increased them accordingly.

[183]   *See* in this regard Recital 59 of the DMA. **Appendix G** provides a sample Member Data Portability API file.

[184]   The DMA Application, as registered on the LinkedIn API Platform, is not equivalent to the Developer's commercial product. It is the typical process for how API developer programs manage API access. API products are provisioned to developer applications that are registered with the LinkedIn API Platform as opposed to developer accounts. A developer may have multiple applications registered on a platform that have access to different API products.

[185]   Multiple fields per call is not possible given how Snapshot Data is indexed.

designed to maintain updated stores of that member's data such that it can be completely and more quickly returned upon subsequent calls.[186]

421.   **Appendix F** provides a breakdown of data available in 10 minutes and in 48 hours.

vi.   Free-of-charge

422.   Developers are able to access the Member Data Portability API and create their DMA Application free-of-charge.

2.   Member Data Portability API Program

i.   Member Data Portability API Program

423.   As noted above, LinkedIn provides the Member Data Portability API free-of-charge to any Developer that meets certain requirements (explained below). LinkedIn provides the Member Data Portability API through the Member Data Portability API Program that is publicly available on the LinkedIn Developer Site. The Member Data Portability API Program consists of two API products: (i) an API for Third-Party Developers wishing to integrate the Member Data Portability API into their product to enable members to port their LinkedIn data to such product; and (ii) an API for members seeking to integrate the Member Data Portability API into their own application to retrieve their own LinkedIn data. Third-Party Developers and Member Developers are able to integrate the Member Data Portability API into their products by completing the following steps.

ii.   DMA Application

424.   Developers are able to request access to the Member Data Portability API Program through the creation of a DMA Application (*see* **Figures 43-44** below).[187] To create a DMA Application, Developers must provide information such as an application name, a relevant LinkedIn Company Page to be associated with the DMA Application (for Member Developers, a default LinkedIn Company Page is provided for their use, as shown in **Figure 45**), a link to a privacy policy, and a logo for the DMA Application.

425.   The Member Data Portability API Program does not enable end users that have either not registered and created a member account, or are not logged-in to their member account ("**Guests**") to access any data provided to or generated through their use of LinkedIn. This is because: (i) LinkedIn cannot authenticate a Guest for the purpose of authorizing access to their LinkedIn data as it does not store Guest credentials; (ii) LinkedIn stores very limited data about Guests and such data is stored in cookies;[188]

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[186]   As discussed in **Section (vii)** below, the Snapshot Data is refreshed every 24 hours, so it is possible that returned data may not match what is live on LinkedIn if a change was made between refreshes. However, Changelog Data will be current.

[187]   *See* LinkedIn - Developers - Create an app.

[188]   Examples of these cookies and the data they store include: (i) the li_gc cookie, which stores consent of Guests regarding the use of cookies for non-essential purposes; (ii) the recent_history cookie, which stores up to 10 recent visits (URL visited, type of URL (*e.g.*, job search, people search), Guest-input search terms, timestamp of visit); and (iii) the lang cookie, which stores user language as selected in list of supported language in page footer.

and (iii) Guest data across multiple browsers cannot be provided in aggregate as LinkedIn does not associate Guest data across browsers.[189]

426.   **Appendix H** provides screenshots of Guest choice experiences.

Figure 43. App Creation Process For Third-Party Developers

Source: LinkedIn

Figure 44. App Creation Process For Member Developers

Source: LinkedIn

Figure 45. Default LinkedIn Company Page
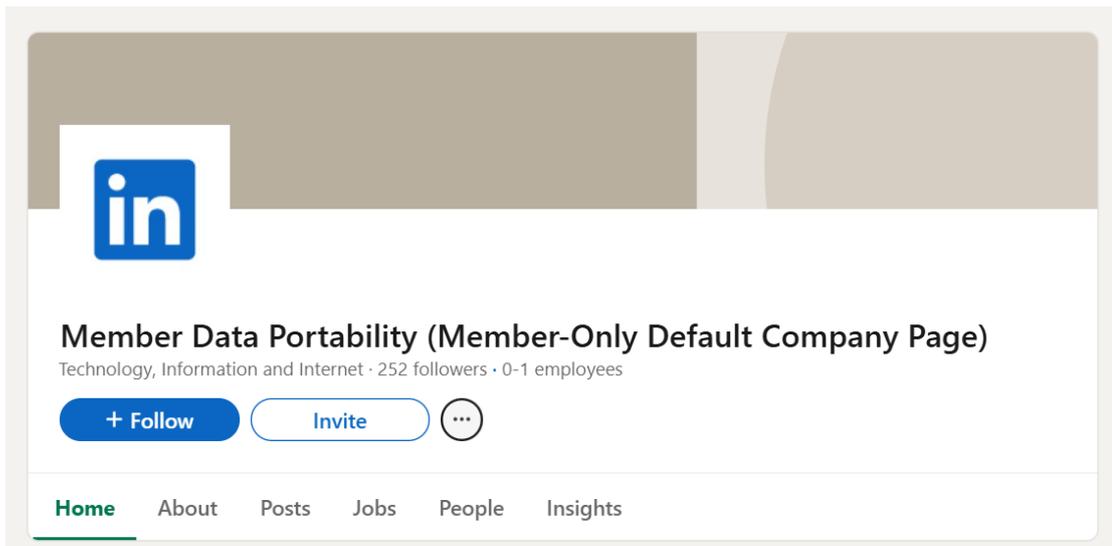
Source: LinkedIn

    iii.   API selection

427.   Once the DMA Application is created, Developers are able to select the "Member Data Portability API (3ʳᵈ party)" (for Third-Party Developers) or "Member Data Portability API (Member)" (for Member Developers) as the appropriate product to be added to their DMA Application (*see* **Figure 46**).

Figure 46. Products For DMA Application
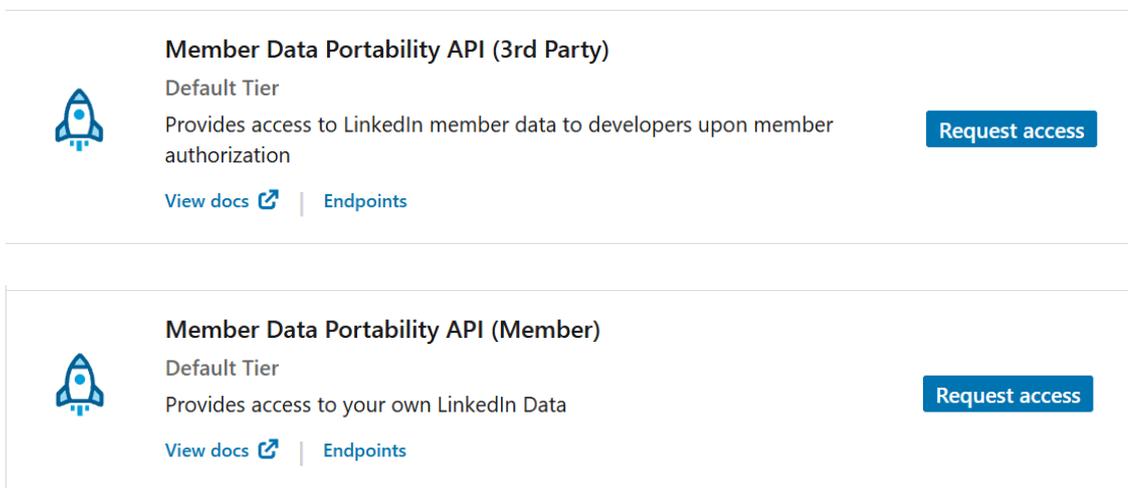
Source: LinkedIn

    iv.   Terms and conditions

428.   Developers are then required to agree to the terms and conditions for use of the Member Data Portability API ("**DMA API Program Terms**").[190]   The DMA API Program

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[190]   *See* Additional Terms For The LinkedIn DMA Portability API Programs.

Terms are specific to the Member Data Portability API Program and have not required any amendment to the LinkedIn User Agreement or LinkedIn Privacy Policy (which already enable members to access their data via the Existing Export Tool).

429. API program terms typically place restrictions on how the Developer may use the data accessed via a specific API (*e.g.*, privacy, security, and business restrictions). The DMA API Program Terms are limited to ensuring industry-standard security practices and legal compliance. In particular, they do not contain restrictions on use of the data accessed via the Member Data Portability API provided that such use has been authorized by the member and is compliant with applicable law, such as the GDPR.

430. In addition to agreeing to the DMA API Program Terms, Third-Party Developers must complete an access request form and provide an email address for entity verification. Member Developers do not need to complete the same verification process. Any member that is active (*i.e.*, their account is not closed, hibernated, or memorialized), and in good standing (*i.e.*, their account is not suspended for violations of the LinkedIn User Agreement), can request access to the Member Data Portability API Program.

Figure 47. Access Request Form

Third-Party Developer   **Member Developer**

Source: LinkedIn

    v.   <u>Entity verification (only for Third-Party Developers)</u>

431.   For Member Developers, access to the Member Data Portability API is provided after the Member Developer agrees to the DMA API Program Terms. By contrast, Third-Party Developers need to complete entity verification. As shown in **Figure 48**, the verification consists in checking that the email domain is valid, that they are a registered entity (*e.g.*, corporation, LLC) in the location in which they are established, that they are not on any restricted parties lists (*e.g.*, North Korean entities would fail the entity verification), and that they are not suspected of accessing LinkedIn platform data in an unauthorized manner (*e.g.*, scraping, crawling, spidering). This form of entity verification is necessary to ensure platform safety and protect against potential platform abuse or fraud. LinkedIn uses an in-product tool for email verification[191] and an

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[191]   To reduce the time it takes for entity verification, LinkedIn has introduced an in-product email verification flow, which enables faster onboarding to LinkedIn API products.

internal Microsoft tool for entity verification for Third-Party Developers that apply for access to the Member Data Portability API for Third-Party Developers.

Figure 48. Third-Party Entity Verification Form
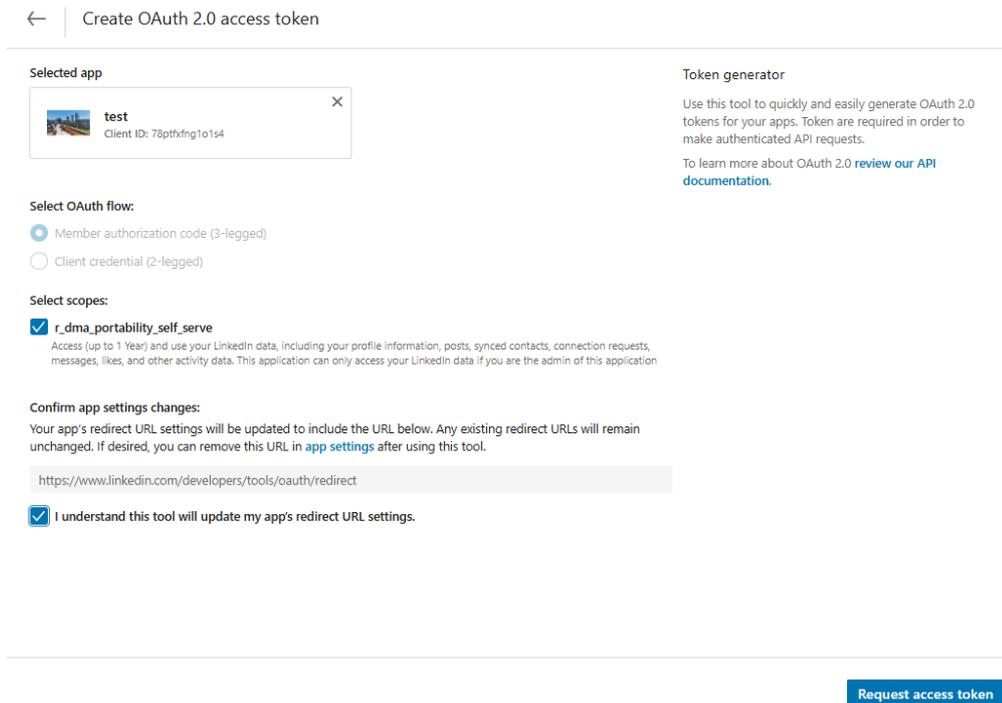

Source: LinkedIn

vi.   Token creation

432.   Following verification (if applicable), Member Developers and Verified Third-Party Developers are able to create an API-access token. For Third-Party Developers, this can be done by using the Developer's own API software, or generic software tools like Swagger.[192] For Member Developers, this can be done through the LinkedIn Developer Platform's OAuth token-generator tool (*see* **Figure 49**). Once Developers have created an access token, they can begin to build their API integration and, where applicable, offer such integration to their users.

Figure 49. Member Developer Access Token Creation
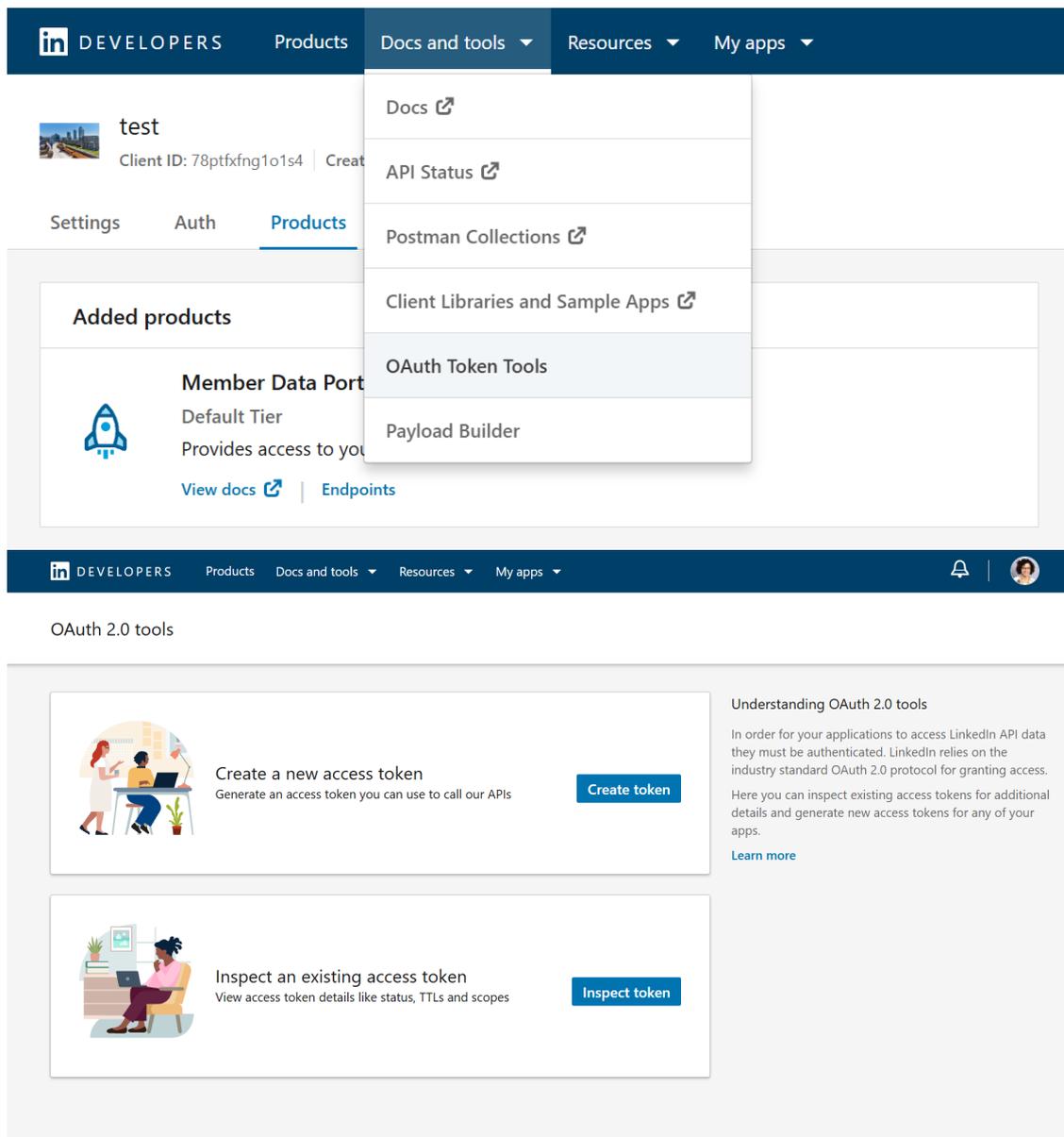
For more information about the Swagger software, *see* Swagger - The Future of AI Relies on API Quality.
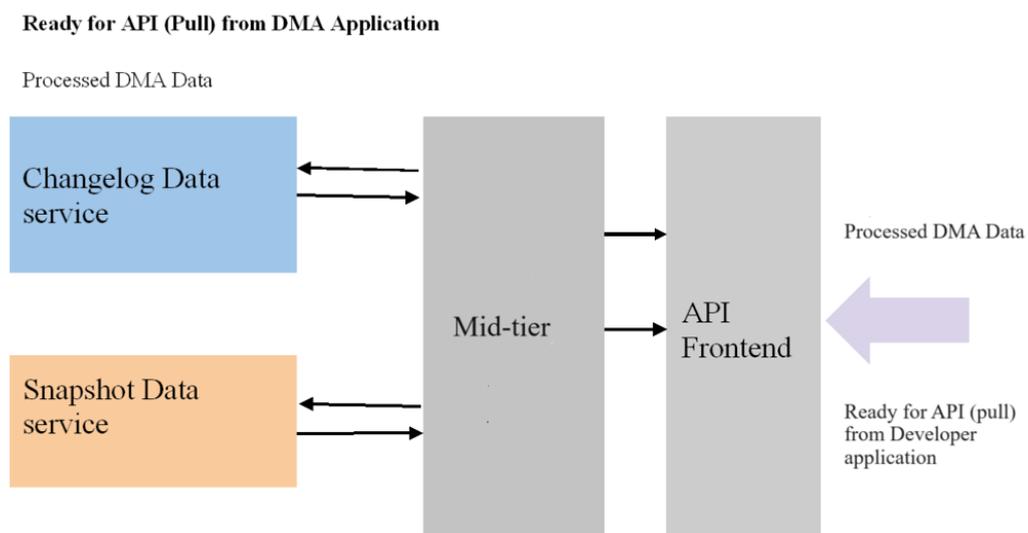
Source: LinkedIn

vii.   Technical changes

433.   Although the Member Data Portability API interacts with the backend systems that power the Existing Export Tool, it is an API comprised of data retrieval services for the relevant data (*i.e.*, Snapshot Data and Changelog Data) and capabilities to store such datasets and deliver them to Developers.

434.   LinkedIn provides a high-level data flow diagram in **Figure 50** below.

**Figure 50. Data Flow Diagram For DMA Data Portability API**

Source: LinkedIn

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435. To provide Developers with a more seamless experience, an API front-end and mid-tier (the "**Compliance Platform**") was built to converge all of the different datasets. Additionally, deco projections (*e.g.*, wrappers) are applied over relevant datasets to provide the individual member information as opposed to uniform resource names (*i.e.*, permanent identifiers for Internet resources) that are specific to the particular Developer applications. These features enable Developers to make minimal API requests to retrieve the entirety of the data available for a particular Member.

436. The process from first API call to data delivery can be summarized as follows:

- **Data storage.** Data retrieval is triggered by a mechanism owned by the Compliance Platform (represented by the mid-tier and API front-end in the diagram in **Figure 50** above). When a member first authorizes a DMA Application to receive their data, the Compliance Platform sends a signal to the Snapshot Data service and Changelog Data[193] service to prepare such data for export. The Snapshot Data service and Changelog Data service store the prepared data in the schemas developed for this purpose.

- **Data retrieval.** When the DMA Application calls the Member Data Portability API to retrieve data for a particular member, the Compliance Platform (i) receives the calls and pulls the relevant data from the Snapshot Data service and/or the Changelog Data service (as determined by the calls made by the Developer), and (ii) sends the data back to the DMA Application as the API response.

- **Data delivery.** The data is delivered to the DMA Application in industry standard, JSON format. The completeness of the data exported will depend on the time gap between when the member first authorizes the DMA Application and when the first calls are made. As discussed above, this is due to the availability of certain data within 10 minutes and within 48 hours (*e.g.*, if the first calls are made 24 hours after initial member authorization, data that need 48 hours to be compiled will not be returned).

437. The high-level data flow diagram in **Figure 51** below depicts a Snapshot Data call and a Changelog Data call.[194]

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[193] By definition, no Changelog Data will be returned for the first call as the Changelog Data includes changes to data beginning with member authorization (*i.e.*, there are no changes to deliver at the time of authorization). The Changelog Data service will instead begin to capture the relevant member data and store them in the Compliance Platform for them to be delivered in subsequent calls.

[194] LinkedIn provides a sample Member Data Portability API file in **Appendix G**.

**Figure 51. Snapshot Data Call And Changelog Data Call**
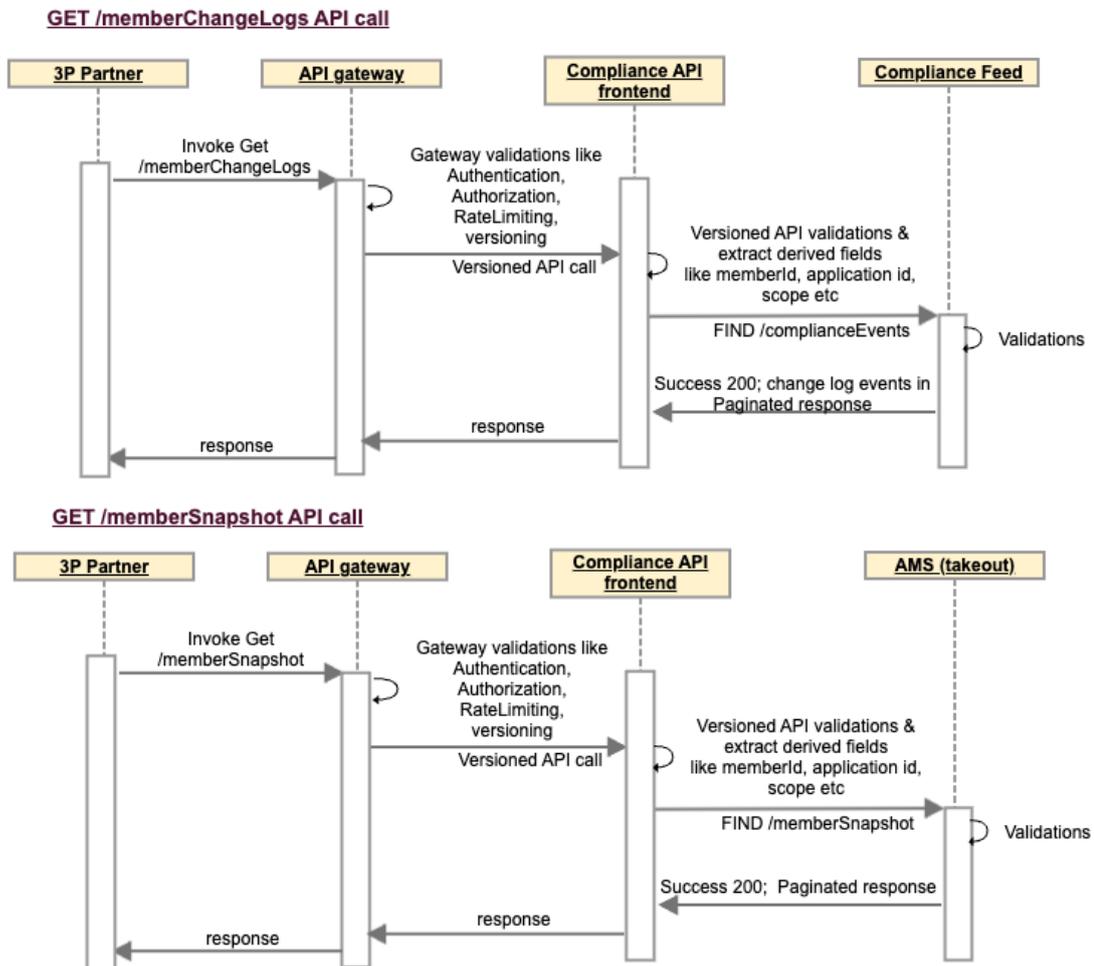
Source: LinkedIn

- **Subsequent calls.** As long as the member's authentication token has not expired, the DMA Application can continue to make calls for the member's data. To ensure that Snapshot Data can be returned upon each subsequent call, the Compliance Platform triggers a refresh call to the Snapshot Data service to refresh the Snapshot Data and store such refreshed Snapshot Data within the Snapshot Data service every 24 hours. The high-level data flow diagrams in **Figures 52-53** below illustrate the process.

Figure 52. Backend Data Refresh
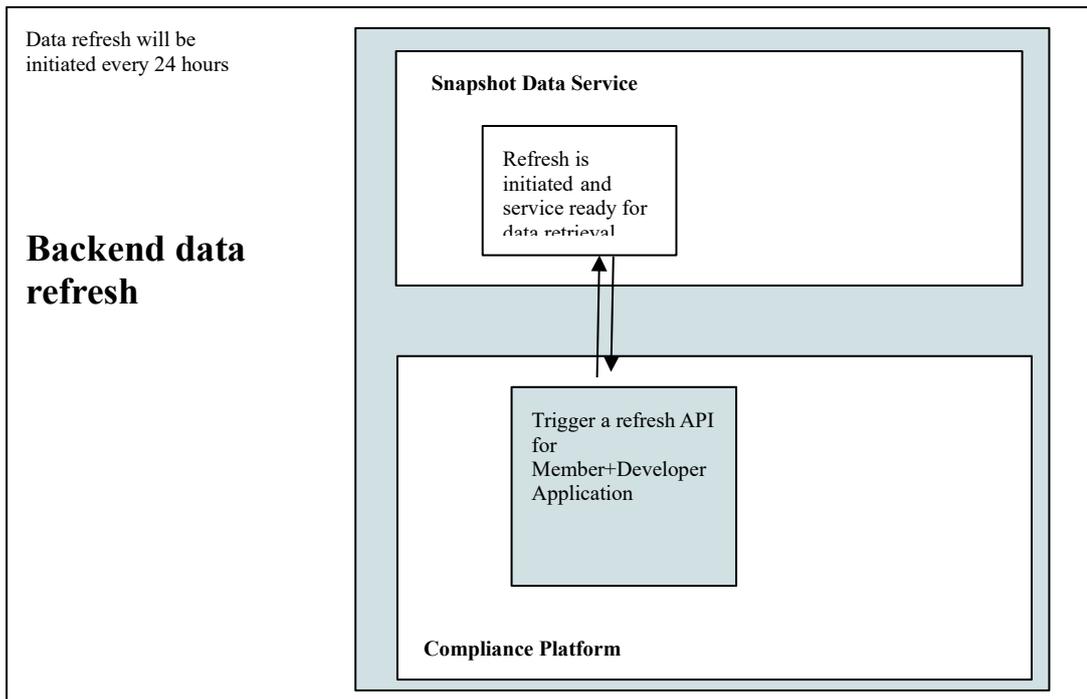
Source: LinkedIn

Figure 53. Subsequent Data Retrievals
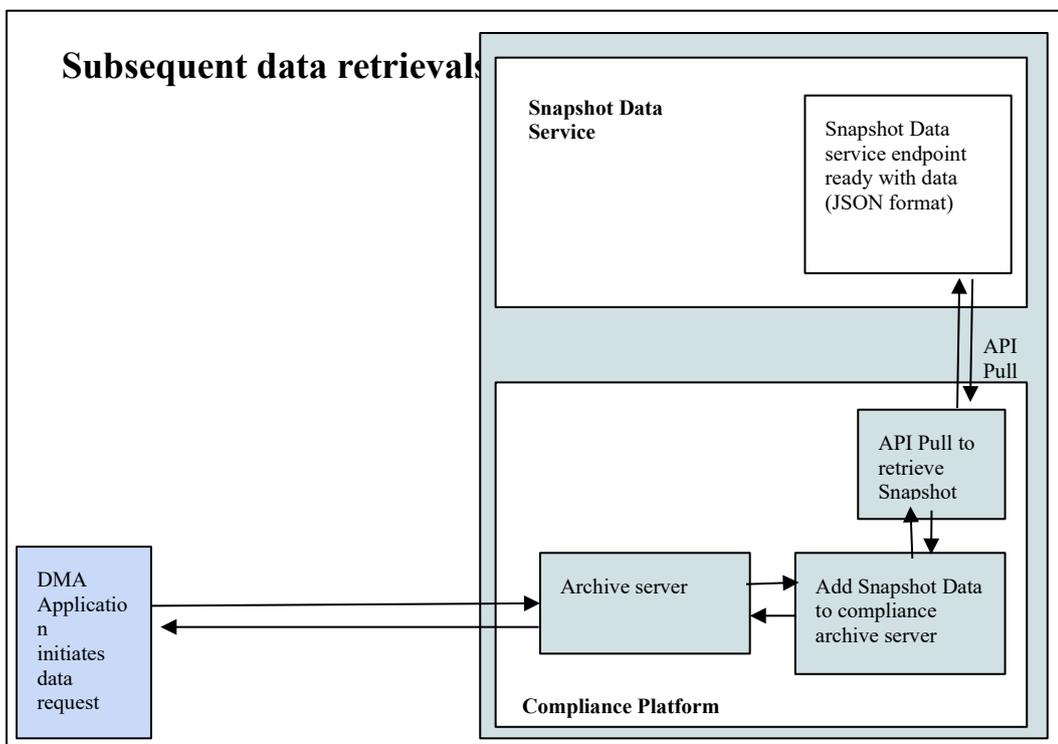
Source: LinkedIn

ii)   **specific information (including, if applicable, data points, visual illustrations and recorded demos[195]) 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;**

438.   Microsoft refers to **Section 2.1.2 (i)** above.

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

439.   The measures described in **Section 2.1.2 (i)** above were implemented or maintained by the DMA compliance deadline.

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

440.   Microsoft refers to **Section 2.1.2 (i)** above for a description of the scope of all relevant measures ensuring the LinkedIn CPS' compliance with Article 6(9) of the DMA.

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

441.   The Member Data Portability API Program described in **Section 2.1.2 (i)** is available to members located in the EU, the EEA, and Switzerland. These members are identified based on the stated location in their LinkedIn profile. They are able to export their LinkedIn data to either their own applications or to third-party applications that they authorize, regardless of whether such third party is based in the EEA or elsewhere in the world.

442.   **Appendix I** provides a screenshot of member profile location.

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);**

443.   Microsoft refers to **Section 2.1.2 (i)** for a description of the technical changes made in connection with the implementation of the Member Data Portability APIs to comply with Article 6(9) of the DMA, as applicable to the LinkedIn CPS.

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

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[195]   For example, this may be particularly relevant to illustrate changes impacting user journeys.

interface, choice screens,[196] consent forms,[197] warning messages, system updates, functionalities available, or customer journey to access functionalities[198]);

444. No changes to the LinkedIn Business User experience were required by the implementation of the Member Data Portability API Program described in **Section 2.1.2 (i)**. However, as the Member Data Portability API Program was a new API program, changes to the LinkedIn API Platform and corresponding LinkedIn Developer Site were required to add the Member Data Portability API Program and enable Developers to apply for access.

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);**

445. Implementation of the measures discussed in **Section 2.1.2 (i)** above have not required any changes to the remuneration flows in connection with the use of the LinkedIn CPS. The Member Data Portability API is provided to Developers free-of-charge.

446. As LinkedIn already provides members with access to their data via the Existing Export Tool, no changes to the LinkedIn User Agreement or LinkedIn Privacy Policy were necessitated by implementation of the Member Data Portability API Program.

447. Microsoft refers to LinkedIn's website for the LinkedIn User Agreement [199] and LinkedIn Privacy Policy.[200]

448. As the Member Data Portability API Program was a new API program, LinkedIn required – and still requires – all Developers to agree to the DMA API Program Terms. As discussed above, LinkedIn had existing API programs with terms and conditions that are specific to the particular program. Among other things, such other API program terms place restrictions on how the Developer may use the data accessed via such API – including, privacy, security, and business restrictions. The DMA API Program Terms

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[196] 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.

[197] 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.

[198] 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.

[199] *See* User Agreement.

[200] *See* Privacy Policy.

are limited to ensuring industry-standard security practices and legal compliance – specifically, the DMA API Program Terms do not contain business restrictions on how the data accessed via the DMA API Program can be used so long as such use has been authorized by the member and is compliant with applicable law (*see* Section 1.3 of the draft Member Data Portability API Program Terms, where the business restrictions in the underlying API Terms of Use are explicitly overridden).[201]

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

449.   All changes related to the implementation of any new measures to comply with Article 6(9) of the DMA, as applicable to the LinkedIn CPS, are described in the above sections.

> **i)   any consultation[202] 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;**

450.   In January 2024, LinkedIn began reaching out to third parties to solicit feedback on the measures LinkedIn would implement to ensure compliance with Article 6(9) of the DMA,[203] as follows:

- **(1) Identification of companies for consultation.** LinkedIn prioritized third parties with experience with the LinkedIn API Platform, developers based in the EEA, and developers with a significant EEA user base. Initially, LinkedIn identified approx. 20 potential developers, with the goal of at least 10 companies expressing interest in providing such consultation.

- **(2) Indication of interest.** LinkedIn reached out to each company identified to gauge interest in participating in this consultation.

- **(3) Technical overview.** As companies expressed interest in participating in this consultation, a technical overview session was scheduled to:

  o Provide detailed information on the measures LinkedIn had planned to implement to ensure compliance with Article 6(9) of the DMA, including a technical review of the Member Data Portability API documentation;

  o Solicit initial feedback on: (i) criteria and process for accessing the Member

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[201]   For the LinkedIn API Terms of Use, *see* API Terms of Use. For the additional terms specific to the Member Data Portability API, *see* Additional Terms For The LinkedIn DMA Portability API Programs.

[202]   This information should include a description of the methodology for the consultation.

[203]   LinkedIn also asked for approx. 10 employees based in the EEA to test and provide feedback on the version of the Member Data Portability API specifically for member access to their own LinkedIn data.

Data Portability API (*e.g*., compliance with law and security standards, entity verification, application process); (ii) usability of documentation; (iii) potential use cases for the Member Data Portability; and (iv) general feedback on the Member Data Portability API and Member Data Portability API Program; and

o Gauge interest in testing the Member Data Portability API and/or building a DMA Application.

- **(4) API testing and build.** If after completing the technical overview with an interested company, such company desired to test the Member Data Portability API and/or build a DMA Application, provided that the company agreed to the DMA API Program Terms and to provide feedback to LinkedIn, LinkedIn then provided such company with the Member Data Portability API documentation and access to the Member Data Portability API.

- **(5) Summary of Feedback.** LinkedIn continued to conduct technical overviews with interested companies. Feedback received was generally positive, including: (i) the Developer Documentation is easy to understand and provides the information necessary to build to the Member Data Portability API; (ii) the Member Data Portability API was easy to test; (iii) the access criteria are reasonable given the data access provided; (iv) support, as provided via Zendesk, is helpful; and (v) the scope of data is comprehensive. One area of feedback was to provide more data about other members who interacted with the authorizing member – however, such data is not generated through the activity of the authorizing member in the context of the authorizing member's use of LinkedIn as required under Article 6(9) of the DMA.

451. Since March 2024, LinkedIn has not conducted any additional proactive consultation with end users, business users, and/or any interested parties. However, as discussed in further detail in **Section 2.1.2 (ii) (l)**, LinkedIn has received support requests and inquiries related to the Member Data Portability APIs and responded to them accordingly.

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;**

452. There has been no involvement of external consultants in the elaboration of the Member Data Portability API Program.

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;**

453. No alternative measures were assessed. LinkedIn initially considered building functionality into the Existing Export Tool to enable a member to "subscribe" to

continued data exports via email, but this alternative risked not fully satisfying the requirements of Article 6(9) of the DMA and was therefore abandoned. LinkedIn considered whether such exports could be sent to an email address designated by the member on a particular cadence selected by the member. The email address could belong to the member or to a third-party service authorized by the member to receive their LinkedIn data.

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;
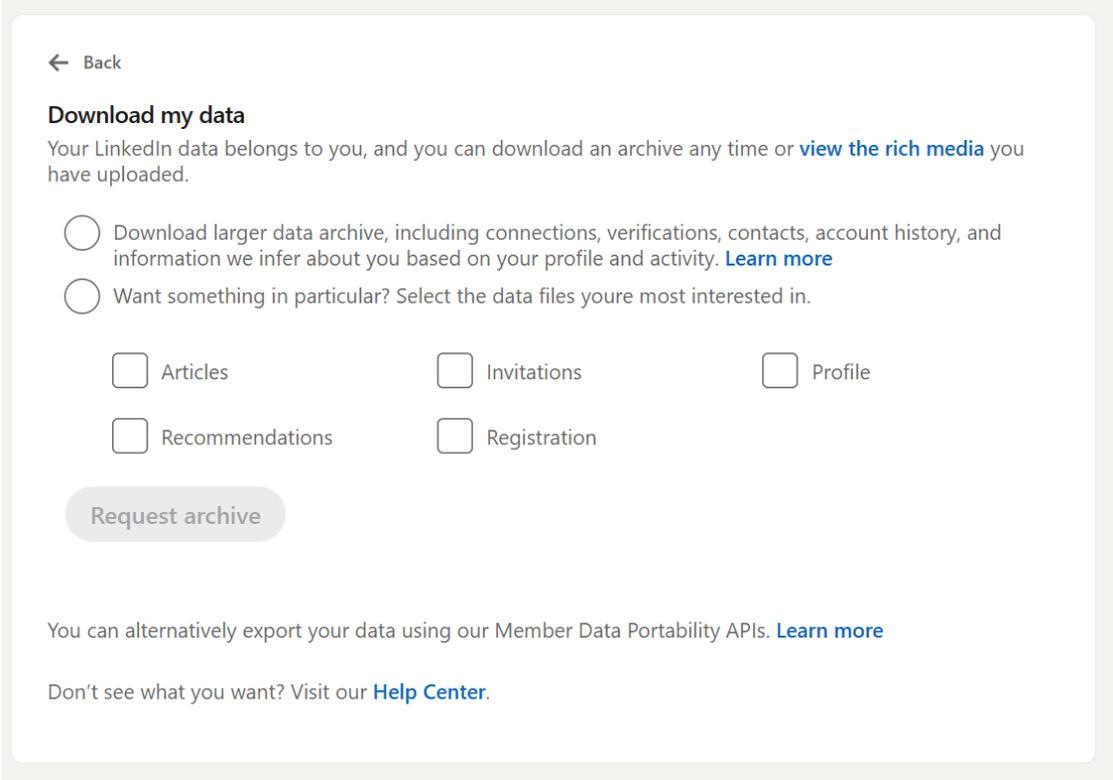
454. In February 2024, LinkedIn published company posts and related materials to inform its members about the forthcoming DMA-related changes, including the Member Data Portability API Program.[204] Also, as discussed in **Section 2.1.2 (ii) (i)**, LinkedIn reached out to third parties to solicit their feedback on the Member Data Portability API and Member Data Portability API Program.

455. Additionally, through the support channels made available to developers, LinkedIn identified an outlier case, where when the file size of a LinkedIn member's data of a particular type was exceptionally large (*e.g.*, an inbox with more than 100,000 messages), meaning that the expected service level agreement ("**SLA**") of 10 minutes would be insufficient to properly collate the data and, in such a case, the Member Data Portability API would return an error for such data type until the data is properly collated. To avoid this issue in the future, the SLA for such data types has been changed from 10 minutes to 24 hours.

456. The Member Data Portability API Program is publicly available on the LinkedIn Developer Site. Through the LinkedIn Developer Site, developers are provided with information about the LinkedIn API Platform and developers can submit support requests and provide feedback. Through the LinkedIn Developer Site and LinkedIn Help Center developers can file support requests. Further, Developers can check the status of LinkedIn APIs at https://www.linkedin-apistatus.com/ and Developers have access to an AI chatbot that they can use to more easily discover and learn about the LinkedIn API Program. The same mechanisms of information, support, and feedback gathering are available to Developers using the Member Data Portability API.

457. Additionally, the LinkedIn Developer Site lists the Member Data Portability API as an available product; the Existing Portability Tool provides a link to inform end users of the availability of the Member Data Portability API Program; and the LinkedIn Transparency Center includes information on end user data portability, as shown in **Figures 54-56** below.

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[204] *See*, *e.g.*, LinkedIn in Europe: Changes for the Digital Markets Act; Regulatory Developer Products; Member portability APIs; and Microsoft Learn - Member Data Portability (Member).

Figure 54. Member Data Portability API Product On The LinkedIn Developer Site
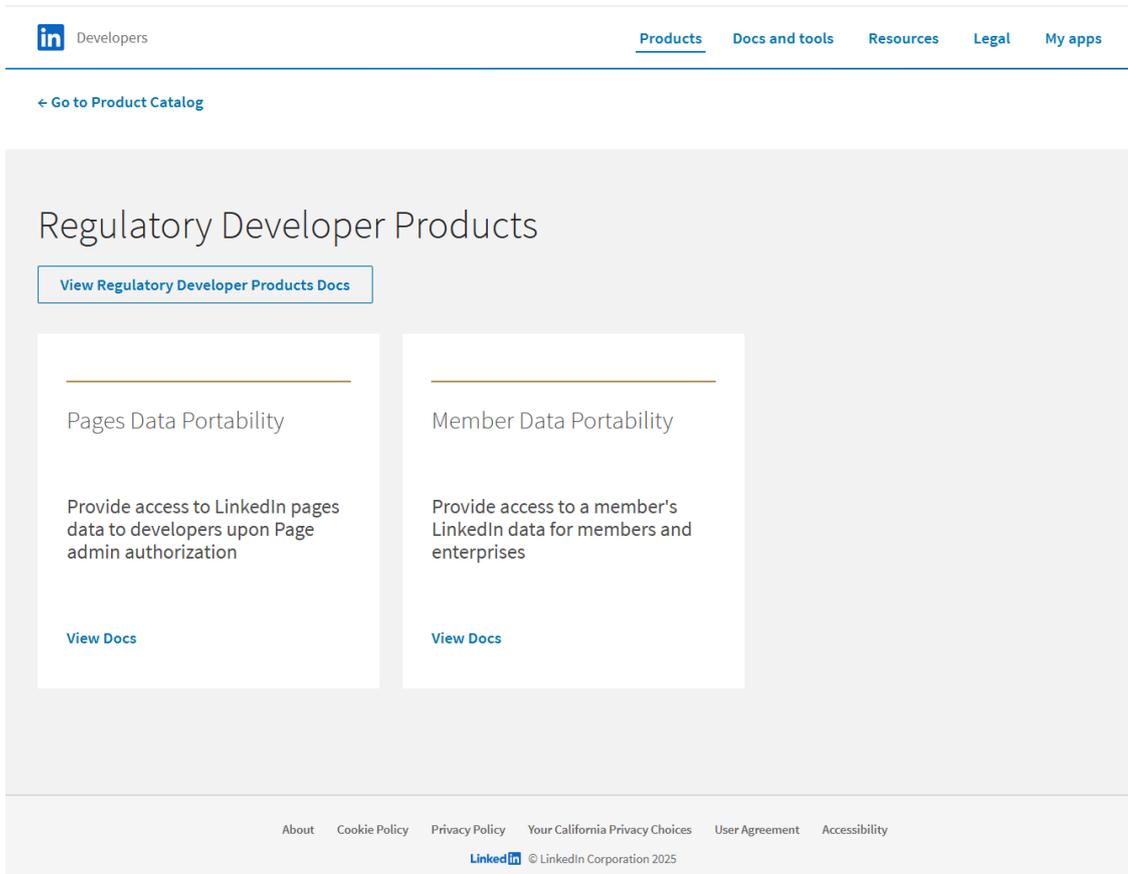
Source: LinkedIn

Figure 55. Member Data Portability API Link In The Existing Portability Tool

Source: LinkedIn

Figure 56. Member Data Portability Reference In LinkedIn Transparency Center
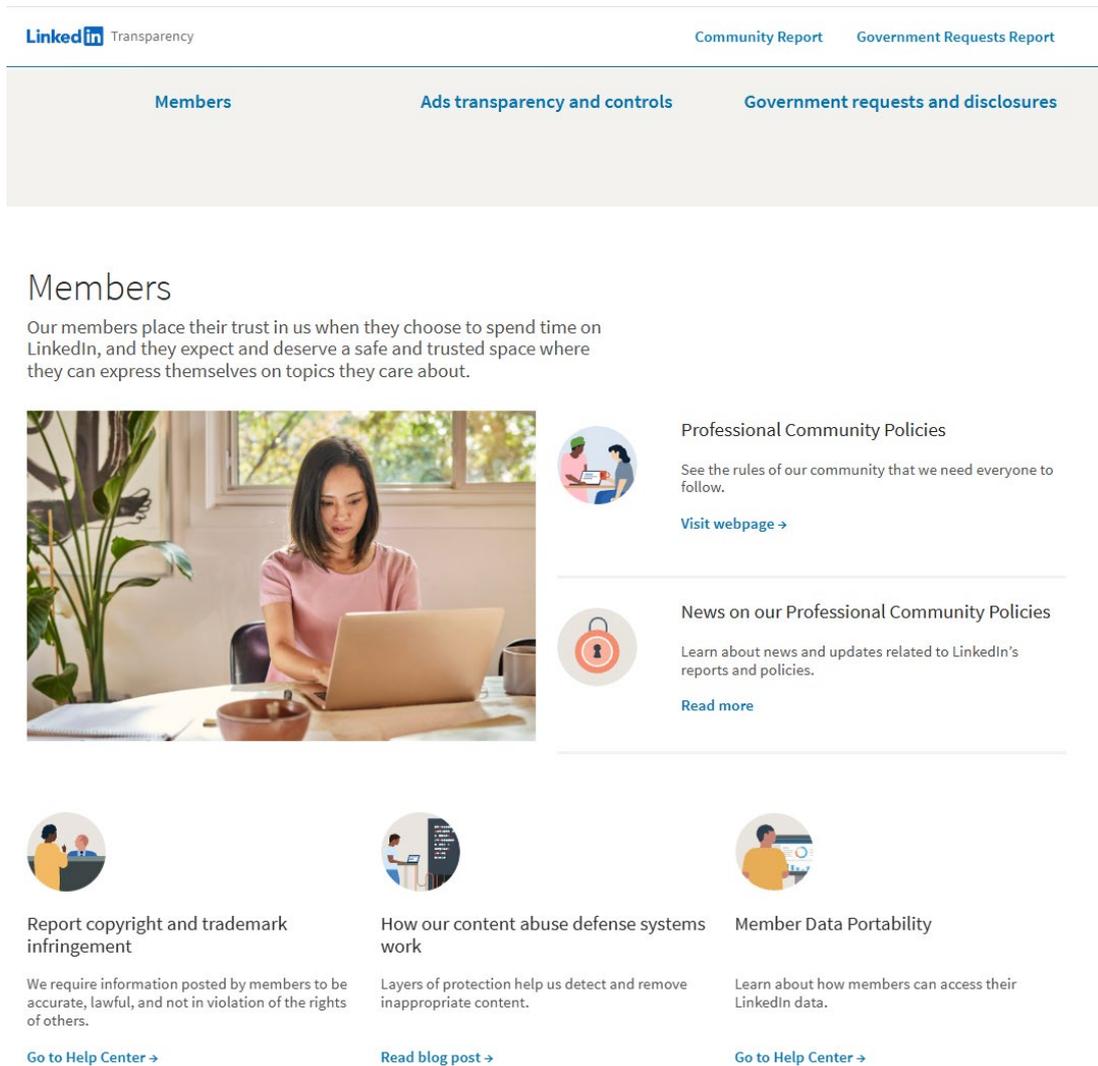
Source: LinkedIn

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

458.   None.

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;

A.   Members Must Consent To Sharing Their Data

459.   To ensure that access to a member's LinkedIn data is "*at their request*" and "*third parties authorized*" by the member, the member must consent to sharing their data via

an authentication mechanism. The authentication mechanism is controlled by LinkedIn and triggered from the third-party application. When a member clicks on the entry point in the third-party application, the member must log-in to LinkedIn (if not already logged-in) and then authorize the application to access her LinkedIn data. The authentication mechanism implements the Oauth 2.0 standard, which is an open standard for access delegation and is a commonly-used way for internet users to grant websites or applications access to their information on other websites without compromising the security of their passwords. When the member grants access via the authentication mechanism, an authorization token is provided to the third-party application. That token is then used to authenticate future calls to the Member Data Portability API. The token is valid for 12 months. When the token expires, the member must re-authenticate to enable continued access.

B. **Developers Must Register With The LinkedIn Developer Program And Agree To The Member Data Portability API Program Terms**

460. To ensure the security of the LinkedIn platform, member data security, and member privacy, Developers must meet certain security-driven requirements upon application to the Member Data Portability API Program and agree to the Member Data Portability API Program Terms. Additionally, as discussed above, Third-Party Developers must successfully pass an entity-level verification. Member Developers must be in good standing on the LinkedIn platform to access the Member Data Portability API.

C. **Ongoing Monitoring Of Member Data Portability API**

461. The LinkedIn API Platform includes functionality to monitor and report on use of the LinkedIn APIs at the application level. The Member Data Portability API Program relies on this existing functionality to monitor calls to the Member Data Portability API to identify, for example, patterns of calls that may indicate abuse or errors that may indicate a problem with the Member Data Portability API. Notifications to relevant stakeholders (*e.g.*, developers, support teams) can be implemented to alert such stakeholders when errors occur. Additionally, to further ensure platform stability, security, and hygiene, the LinkedIn API Platform monitors for developer applications that are inactive and after 180 days of inactivity (*e.g.*, no API calls made) will be notified of inactivity and then later, if no activity occurs, access will be suspended. The same monitoring is in place for the Member Data Portability API Program.

o) **any type of market analysis or testing (in particular A/B testing[205]), business user surveys or consumer surveys or end user consent rates,[206]**

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[205] 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.

[206] 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)).

that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[207]

462.	Microsoft has not carried out any type of market analysis or testing to estimate the expected impact of the Member Data Portability API Program on the objectives of the DMA.

**p)	any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;[208]**

463.	Microsoft has not carried out, nor does it expect to carry out, any type of market analysis or testing to evaluate the actual impact or evolution of the impact of the Member Data Portability API Program on the objectives of the DMA.

**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;**

464.	Microsoft refers to the introduction of the Compliance Report. Microsoft believes that the transparent nature of LinkedIn is the most relevant indicator that the objectives of the DMA are being achieved. Nonetheless, Microsoft remains open to discussing any additional indicators or data that would assist the Commission in its assessment whether a particular measure is effective in achieving the objectives of the DMA, taking into consideration the pre-existing measures of LinkedIn.

**r)	any relevant data[209] 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;**

465.	As outlined in **Section 2.1.2 (ii) (q)** above, Microsoft remains open to discussing any indicators or data that would assist the Commission in its assessment whether a

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

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

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

particular measure is effective in achieving the objectives of the DMA. In assessing such metrics, it will be important to consider whether the pre-existing design and operation of the platform was largely consistent with the provisions in question or whether significant changes were required. In the former circumstance one would not expect to see measurable changes in end user or business user behavior and metrics may not be indicative of effectiveness.

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

466.   Microsoft remains open to discussing any indicators and ways to monitor those indicators that would assist the Commission in its assessment of whether a particular measure is effective in achieving the objectives of the DMA, including metrics that track the choices made by users under mechanisms required by the DMA such as consent rates, installing and setting applications as the default, use of data portability mechanisms, or others.

> **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).**

467.   Microsoft refers to **Sections 2.1.2 (ii) (a) to (l)**.
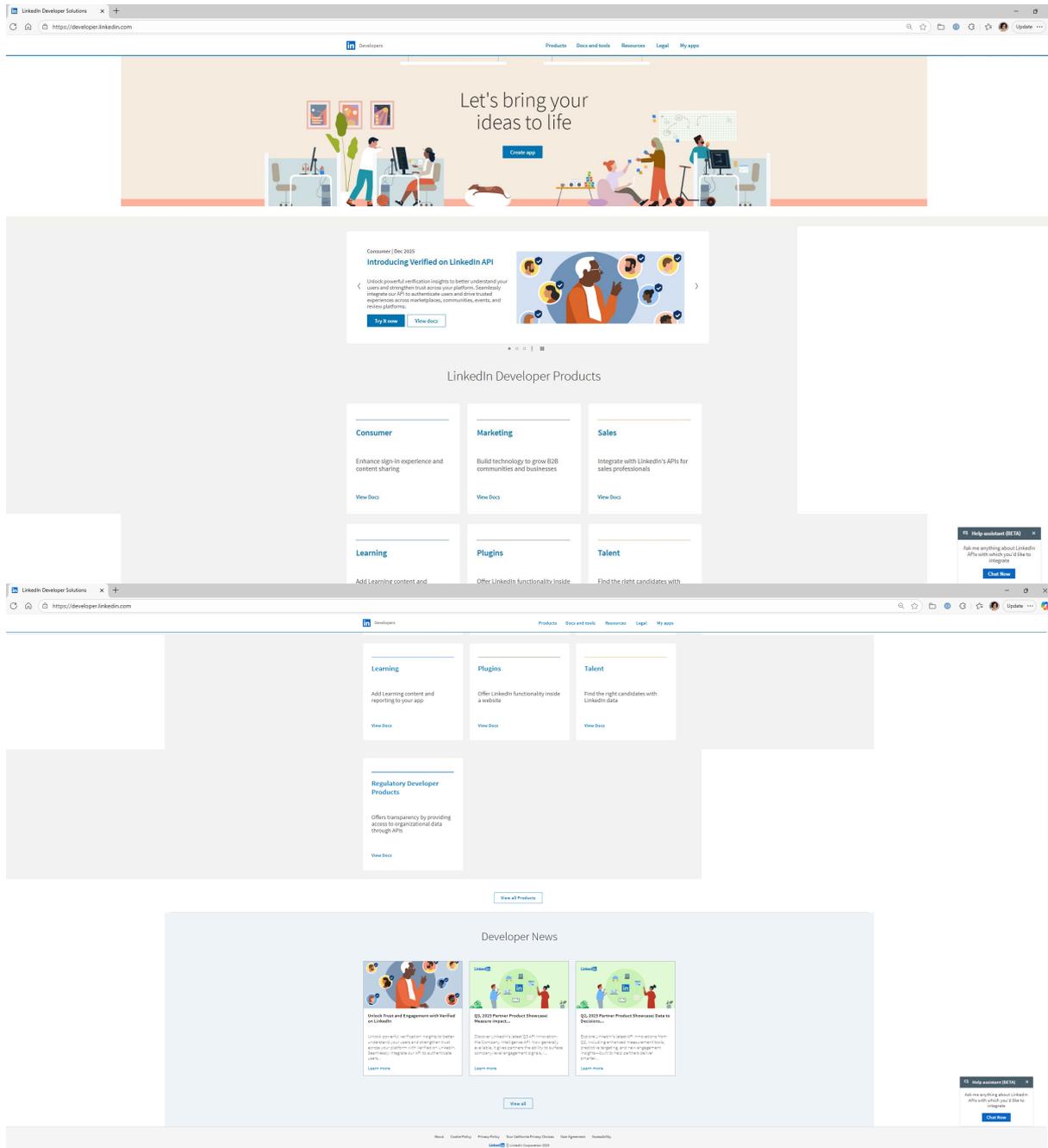
Appendix C

Existing Export Tool Fields

A full list of fields available via the Existing Export Tool is located in the LinkedIn Help Center at https://www.linkedin.com/help/linkedin/answer/a1339364?trk=psettings-data-export&lang=en.

Appendix D

LinkedIn Developer Site[210]

Figure Appendix D.1. LinkedIn Developer Site
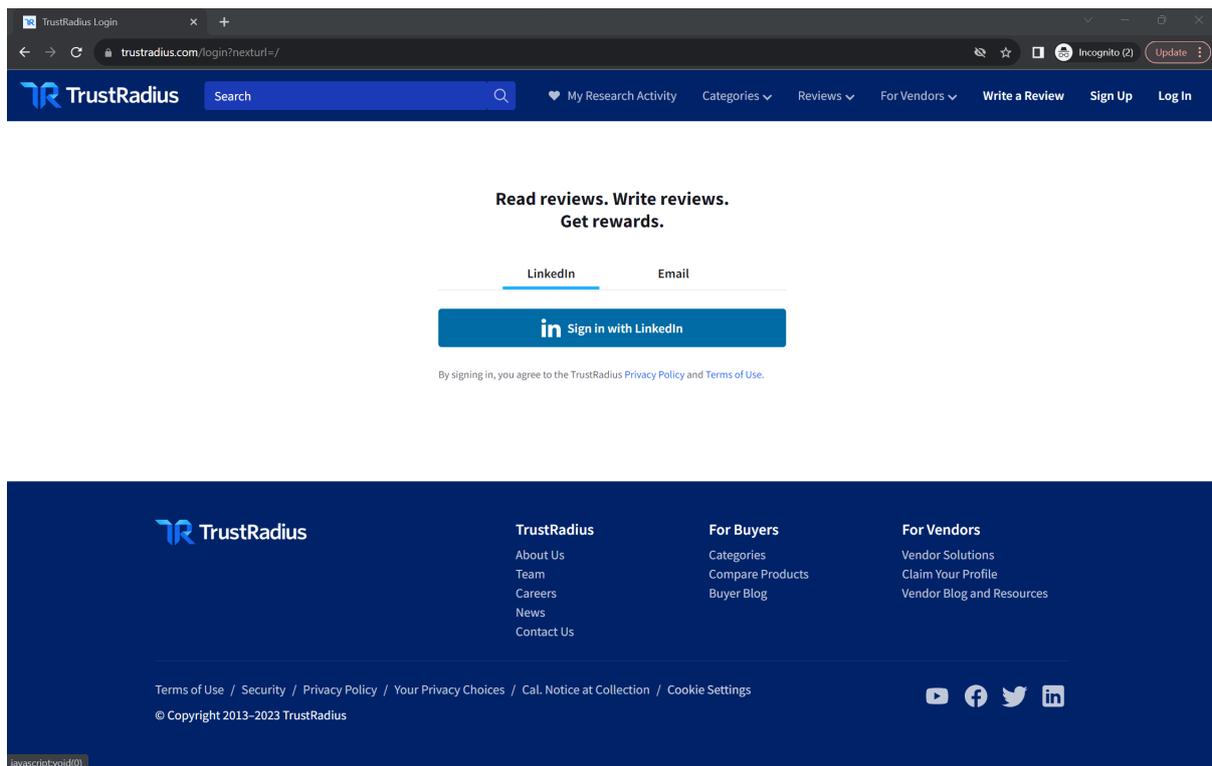

Source: LinkedIn

Appendix E

Sample Authorization Experience

This Appendix provides an example of a LinkedIn API authorization experience and relevant LinkedIn settings experience (Permitted Services) for the Sign-In With LinkedIn API.

If a particular third-party site has integrated with the Sign-In With LinkedIn API, the site can enable their users to sign-in to their service using their LinkedIn credentials.

Figure Appendix E.1. Example Of Third-Party Site Integrating With the Sign-In With LinkedIn API

Source: TrustRadius

If the member is already signed-in to LinkedIn, they will be presented with the following authorization screen. If the member is not already signed-in to LinkedIn, they would first have to sign-in to their LinkedIn account.

Figure Appendix E.2. Authorization Screen For Already Signed-In LinkedIn Members
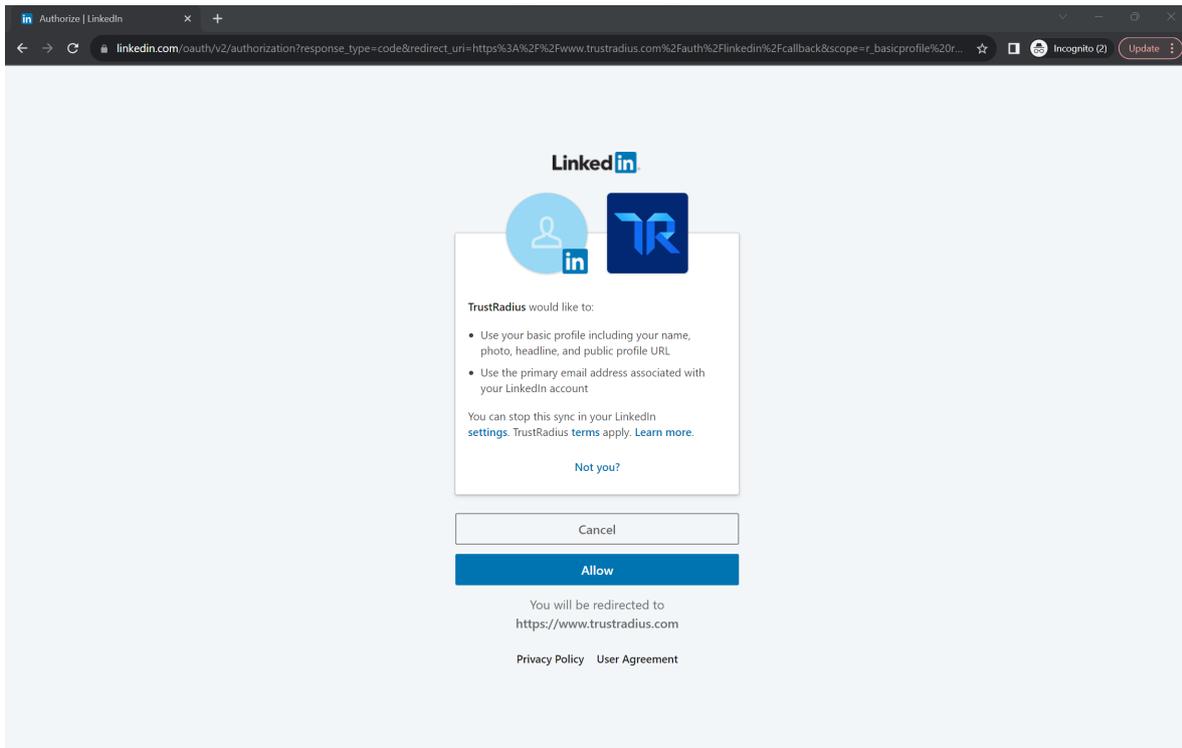
Source: TrustRadius

Once a member clicks "Allow," this authorization will be reflected in their member settings, and they can remove the authorization at any time.

Figure Appendix E.3. Member Settings After Allowing Access To Third-Party Site
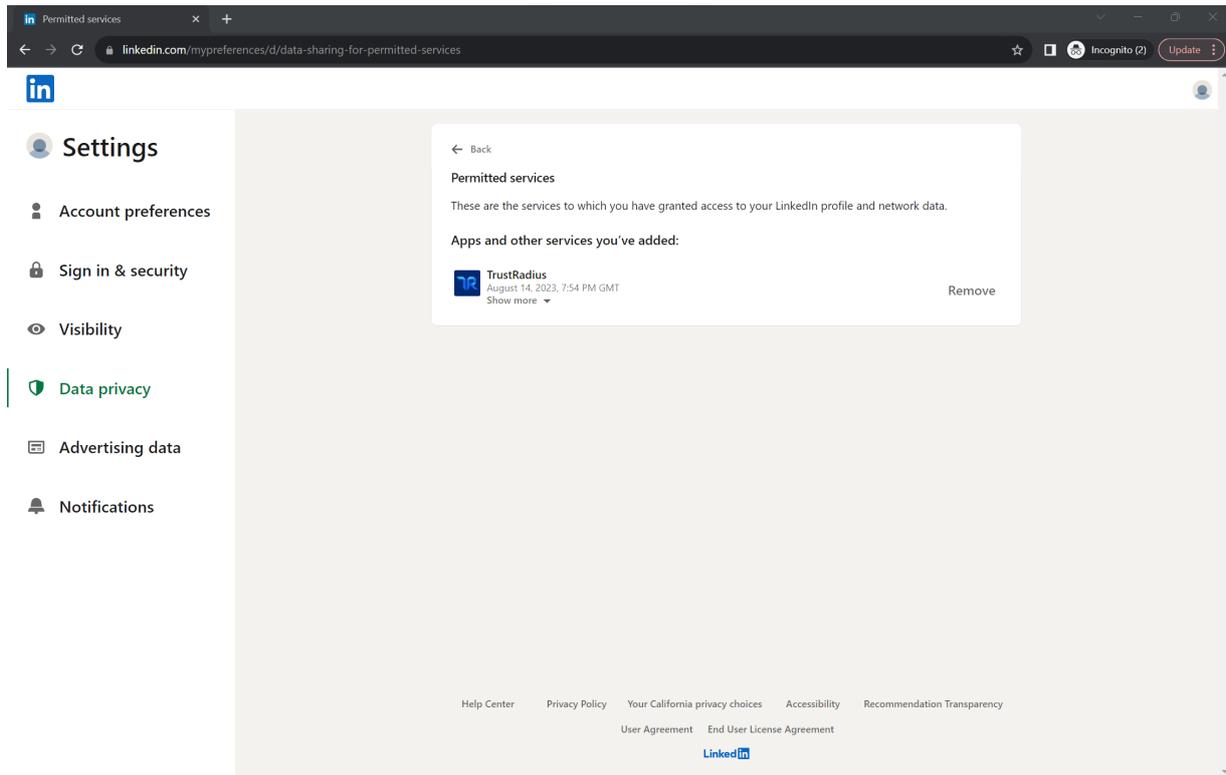
Source: LinkedIn

Appendix F

Data Types Provided By The LinkedIn Member Data Portability API

A list of the data domains available via the LinkedIn Member Data Portability API is located in the Developer Documentation at https://learn.microsoft.com/en-us/linkedin/dma/member-data-portability.

The general SLAs for making available via the LinkedIn Data Portability API upon the first time that a member authenticates is located in the LinkedIn Help Center at https://www.linkedin.com/help/linkedin/answer/a1339364?trk=psettings-data-export&lang=en.

Appendix G

Sample Excerpt Member Data Portability API File

Member Snapshot Data contains information on three "Connections" for the member, as shown in **Figure Appendix G.1**.

Figure Appendix G.1. Member Snapshot Data

```
Unset
{
  "elements": [
    {
      "takeoutKey": {
        "memberId": 100000,
        "domain": "CONNECTIONS"
      },
      "takeoutValue": [
        {
          "First Name": "Eng",
          "Company": "Netflix",
          "Last Name": "Deva"
        },
        {
          "First Name": "Lev",
          "Company": "LinkedIn",
          "Last Name": "Jig"
        },
        {
          "First Name": "Feg",
          "Company": "Linkedin",
          "Last Name": "We"
        }
      ]
    }
  ],
  "paging": {
    "count": 1,
    "start": 2,
    "total": 3,
    "links": [
      {
        "rel": "prev",
        "type": "application/json",
        "href": "/memberDataTakeoutRecords?q=criteria&domain=CONNECTIONS&start=1&count=1&memberId=100000"
      },
      {
        "rel": "next",
        "type": "application/json",
        "href": "/memberDataTakeoutRecords?q=criteria&domain=CONNECTIONS&start=3&count=1&memberId=100000"
      }
    ]
  }
}
```

Source: LinkedIn

Member Changelog Data contains information on one LinkedIn "Post" created by the member, as shown in **Figure Appendix G.2**.

Figure Appendix G.2. Member Changelog Data

```
Unset
{
  "paging": {
    "start": 0,
    "count": 10,
    "links": []
  },
  "elements": [
    {
      "owner": "urn:li:person:0mI_7RdTVe",
      "resourceId": "urn:li:share:7115394080607547392",
      "activity":{},
      "method": "CREATE",
      "configVersion": 87,
      "parentSiblingActivities": [],
      "resourceName": "ugcPosts",
      "resourceUri": "/ugcPosts/urn:li:share:7115394080607547392",
      "actor": "urn:li:person:0mI_7RdTVe",
      "activityId": "f7e334f9-e9e9-4c05-b3f7-f79bee41ae91",
      "processedAt": 1696442176629,
      "activityStatus": "SUCCESS",
      "capturedAt": 1696442146564,
      "processedActivity": {
        "lifecycleState": "PUBLISHED",
        "visibility": {
          "com.linkedin.ugc.MemberNetworkVisibility": "PUBLIC"
        },
        "author~": {...},
        "specificContent": {
          "com.linkedin.ugc.ShareContent": {
            "shareCommentary": {
              "attributes": [],
              "text": "Hello World!! LinkedIn Post"
            },
            "shareFeatures": {
              "hashtags": []
            },
            "shareMediaCategory": "NONE"
          }
        },
        "author": "urn:li:person:0mI_7RdTVe",
        "ugcOrigin": "FEED",
        "firstPublishedAt": 1696442146522,
        "lastModified": {
          "actor": "urn:li:person:0mI_7RdTVe",
          "actor~": {
            "localizedLastName": "Test",
            "firstName": {
              "localized": {
                "en_US": "firstName"
              },
```

```
      "preferredLocale": {
        "country": "US",
        "language": "en"
      }
    },
    "lastName": {
      "localized": {
        "en_US": "Test"
      },
      "preferredLocale": {
        "country": "US",
        "language": "en"
      }
    },
    "vanityName": "vanityName",
    "localizedHeadline": "Edited Awesome LinkedIn Headline",
    "headline": {
      "localized": {
        "en_US": "Edited Awesome LinkedIn Headline"
      },
      "preferredLocale": {
        "country": "US",
        "language": "en"
      }
    },
    "localizedFirstName": "firstName"
  },
  "time": 1696442146522
},
"id": "urn:li:share:7115394080607547392",
"distribution": {
  "externalDistributionChannels": [],
  "distributedViaFollowFeed": true,
  "feedDistribution": "MAIN_FEED"
}
},
"siblingActivities": [],
"id": 1882816921
    }
  ]
}
```

Source: LinkedIn

Appendix H

Screenshots Of Guest Choice Experiences

Figure Appendix H.1. Guest Controls Screen[211]
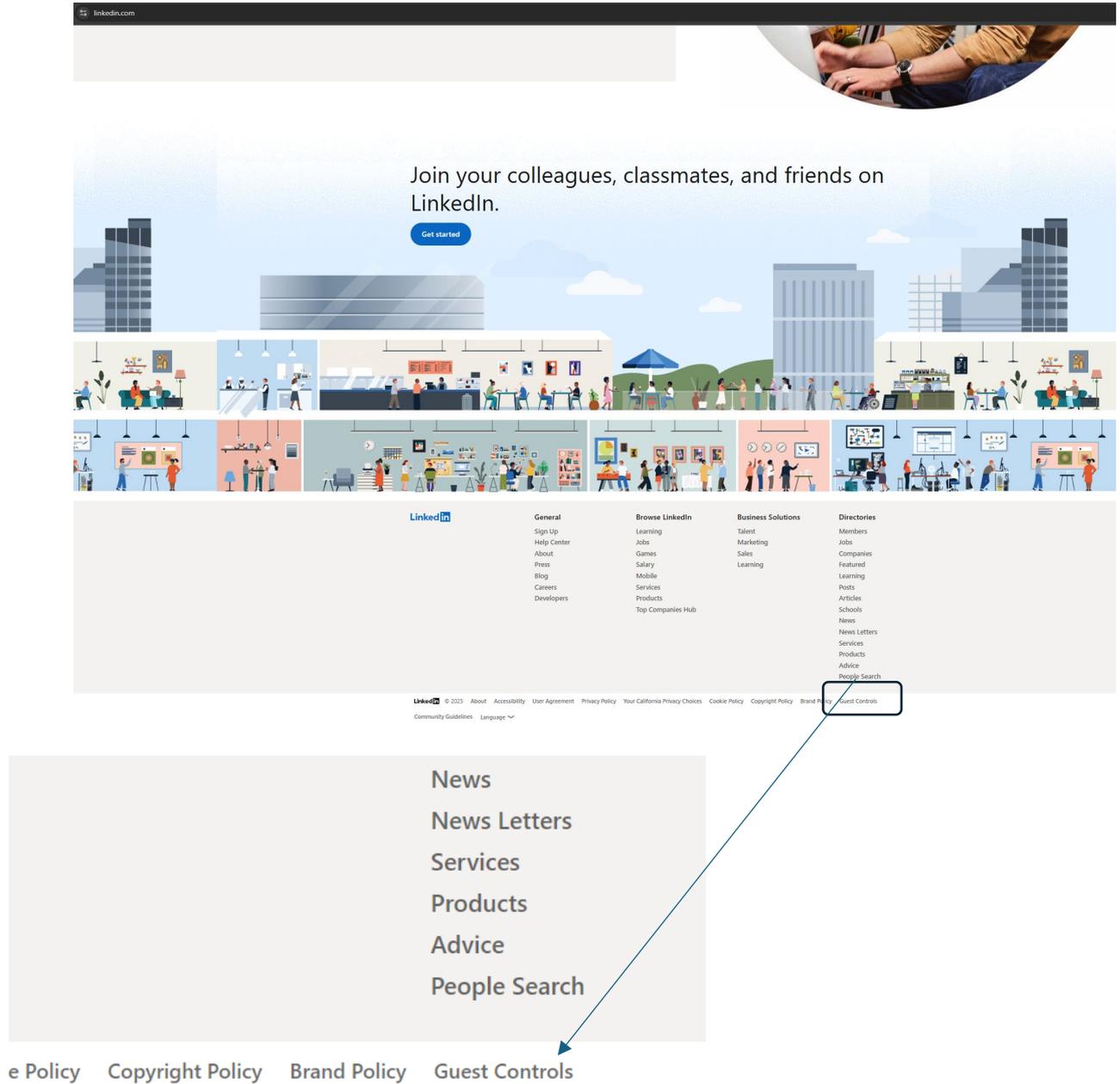
Source: LinkedIn

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[211]   *See* LinkedIn Home Page.

Figure Appendix H.2. Marketing Preferences[212]

Source: LinkedIn

Appendix I

Example Of Member Profile Location

Figure Appendix I.1. Member Profile Location

Source: LinkedIn

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:

468. Microsoft confirms that as of the date of this report it has ensured compliance with the obligation laid down in Article 6(10) of the DMA, as applicable to the LinkedIn CPS.

2.1.2. An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data [213] 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

469. Article 6(10) of the DMA provides: "[t]*he gatekeeper shall provide business users and third parties authorised by a business user, at their request, free of charge, with effective, high-quality, continuous and real-time access to, and use of, aggregated and non-aggregated data, including personal data, that is provided for or generated in the context of the use of the relevant core platform services or services provided together with, or in support of, the relevant core platform services by those business users and the end users engaging with the products or services provided by those business users.*" As regards personal data, the gatekeeper "*shall provide for such access to, and use of, personal data only where the data are directly connected with the use effectuated by the end users in respect of the products or services offered by the relevant business user through the relevant core platform service, and when the end users opt in to such sharing by giving their consent.*"

470. This section describes LinkedIn compliance with the requirements of Article 6(10) of the DMA. **Section A** below details the existing measures that LinkedIn provided to users prior to the DMA compliance deadline of 7 March 2024, and how they comply with Article 6(10) of the DMA. As of that compliance deadline, LinkedIn has also released an additional tool, which is discussed in **Section B** below. **Section C** details how LinkedIn has implemented that tool.

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[213] 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.

A. **Existing Measures To Enable Access To Data**

471. LinkedIn CPS enables business users to interact free-of-charge with end users through Pages.[214] Pages are created by organizations (*e.g.*, companies, universities, and non-profit organizations) to allow LinkedIn members to discover, follow, connect with, and learn more about the organization.[215] Members can visit and follow Pages, react to, comment on, or share Page posts, attend events hosted by Pages, and send private messages to Pages. Organizations with Pages can have one or more LinkedIn members as Page administrators ("**Admins**") who manage the Page.[216] Pages offer several features that allow Admins to post and engage with content on LinkedIn. These features include the ability to provide information about the organization, create feed posts, engage with Page and member posts, create a custom interaction button, create Lead Generation Forms, respond to messages, follow other Pages, and create events and newsletters.

472. Prior to the DMA, LinkedIn already provided tools to make available data provided or generated in the context of business users using the LinkedIn CPS. **Section 1** describes those existing tools. **Sections 2 to 6** detail the various tools LinkedIn already provides to the business users of LMS, Jobs, Learning, LinkedIn Recruiter, and LinkedIn Sales Navigator to enable access to business user data that are provided for or generated in the context of the use of the relevant service. These existing tools have been maintained and were supplemented by an additional tool for Page owners, described in **Sections D and E**.

1. **LinkedIn Pages**

i. Admin View of LinkedIn Page

473. Admins can access data related to the Pages they manage through a feature called Admin View. Through Admin View, Admins can view a variety of analytics regarding member engagement, data on demographics and sources of Page visitors and followers, content analytics regarding Page posts, and leads submitted via the Page's Lead Generation Form. Admin View also enables Admins to access the list of Page followers and their activity on the Page, including comments, mentions, reposts, reactions, and analytics. For Pages that have enabled the Page messaging feature, Admins can view and reply to messages sent to their Page through Admin View. Microsoft provides at **Appendix K** a sample of Page analytics available in Admin View.[217] In addition to

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[214]   This is consistent with how LinkedIn's business users were defined and counted for designation purposes as reflected in the Designation Decision, ¶¶153-154. LinkedIn also offers a paid subscription that gives Pages access to additional features ("**Premium Company Pages**").

[215]   To create a Page, members must verify that they are the authorized representatives of their organization and agree to the LinkedIn Pages Terms, available at LinkedIn Pages Terms.

[216]   Microsoft does not consider the Admin to be the business user, but instead a person (*e.g.*, an employee) that is authorized by the business user (*e.g.*, a company) to access their data under Article 6(10) of the DMA.

[217]   For the list of analytics available via Admin View, *see* LinkedIn Page analytics.

viewing analytics in Admin View, Admins can also export certain data into an XLS file, such as the number of views on the different tabs of the Page in a selected time range.[218]

ii.   Community Management APIs

474.   Community Management APIs allow Admins to access data provided to or generated from interacting with their LinkedIn Page via a third-party developer application. These APIs are available in the LinkedIn API Platform.[219] The data provided through the Community Management APIs includes posts by the Page and posts that mention the Page, social engagement data on posts, analytics regarding Page visitors and followers, and a list of current Admins.[220]

475.   To access the basic "development tier" of the Community Management APIs, third-party developers must satisfy certain requirements such as showing a valid use case (to support mutual customers in managing their Pages), pass identity and application vetting requirements, and agree to specific Terms of Use. To upgrade to "standard tier" access, developers must provide additional information, including a screen recording of their application. Once a developer obtains access to the Community Management APIs, their use of the data is contractually limited to supporting customers in managing their Pages and retrieving related reporting.[221]

476.   The Community Management APIs respect LinkedIn members' Profile Discovery and Visibility off LinkedIn setting,[222] which allows members to choose not to share their profile information with LinkedIn partners and developers.

2.   **LinkedIn Marketing Solutions**

i.   Campaign Manager

477.   As explained above regarding LinkedIn's measures regarding Article 6(8) of the DMA, LinkedIn provides a range of ad performance data through LMS' Campaign Manager tool offered to LMS customers who may be advertisers directly using the LMS ad services or ad agencies, businesses, or other third parties using the ad services on the advertisers' behalf.

ii.   LinkedIn Ads APIs

478.   The LinkedIn Ads APIs are another set of tools to provide advertisers or their third-party service providers, key insights on performance such as ad clicks, impressions, and

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[218]   *See* Export your LinkedIn Page analytics report.

[219]   The LinkedIn API Platform is further described on and accessible via the LinkedIn Developer Site, *see* LinkedIn Developer. The LinkedIn API Platform supports the deployment of the Pages Data Portability API discussed below.

[220]   For a list of data provided by Community Management APIs and relevant developer documentation, *see* Microsoft Learn – Organizations and Brands Overview. Microsoft provides in **Appendix J** a summary of data provided by Community Management APIs.

[221]   For more information on application review for Community Management API access, *see* Microsoft Learn – Community Management App Review.

[222]   LinkedIn members can adjust their Profile Discovery and Visibility off LinkedIn setting, *see* Off-LinkedIn Visibility.

spend, as well as professional demographics reporting, similar to the reporting available through the Campaign Manager UI.[223]

3. LinkedIn Sales Navigator

i. LinkedIn Sales Analytics API

479.   The LinkedIn Sales Analytics API enables bulk export of the sales activities performed by a customer's sales teams. Today this API is available to the following business intelligence and analytics platforms: Tableau, Power BI, and InsightSquared. Such platforms can choose whether to make the functionality enabled by this API available to their customers (InsightSquared is not currently using this API).[224] The data available through the Sales Analytics API includes:

- Analytics data describing the activities performed within Sales Navigator such as performing searches, viewing profiles, saving accounts and leads, and sending InMail;

- Analytics data capturing the results of performed activities, such as InMails accepted and rejected; and

- Daily summary of various statistics on a seat holder, including their number of connections and Social Selling Index.

ii. LinkedIn Sales Navigator Sync Services

480.   The LinkedIn Sales Navigator Sync Services APIs and Sales and Marketing Connect APIs enable the bulk export of certain data related to a customer's use of Sales Navigator to that customer's CRM platform if that platform has integrated with these APIs.[225] These APIs enable Sales Navigator customers to access and use the following features:

- **Data Validation.** Validation of certain information about a customer's leads that is in a customer's CRM system that has been synced with that customer's Sales Navigator instance (*e.g.*, employer, job title, job location). This data can be used by the customer to create new reports or incorporate into existing dashboards or views.

- **Profile Associations.** Public profile photo URL and Sales Navigator profile links for members that have been matched between Sales Navigator and the customer's CRM system.

- **Customer notes.**

- **Customer InMail and Messages.**

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[223]   *See* Advertising API.

[224]   *See* LinkedIn's Help Center, Sales Navigator Analytics Integration - Overview.

[225]   Today, this functionality is available in Salesforce and Dynamics, but is in process of being made available in other CRM tools, like HubSpot for instance.

- **Lead data.**

- **Smart Links.**[226]

    iii.   Usage reporting export

481.   Sales Navigator Advanced and Sales Navigator Advanced Plus customers are able to access their usage reporting through a self-serve tool within Sales Navigator for viewing and exporting to a CSV file. By default, usage reporting displays activity from the last 30 days, but the Admin can select a different date range. This tool enables Sales Navigator customers to view and/or export the following usage reporting data:

- **Overview.** Purchased licenses; Assigned licenses; Activated licenses; and Current Sales Navigator Coach levels.

- **Usage Metrics.** Days active; Searches performed; Leads saved; Accounts saved; Profiles views; Total leads saved; Total accounts saved; Smart Links created; and Total lists created.

- **Effectiveness.** InMail messages sent; InMail acceptance rate; Messages sent; Total unique connections; Connection requests accepted; and Smart Links views.

    iv.   Data retrieval upon request

482.   Sales Navigator customers can file support tickets for data retrieval or purge. The requests can be at individual or contract-level basis. The data provided via this mechanism is data generated by the Sales Navigator seat holders through use of Sales Navigator. They include: Saved Accounts, InMails / Messages, Notes, Smart Links presentations, Smart Links user information, Seat Management (when applicable), Usage Reporting, and Account List Import Raw / Matching Report files, and Sales Assistant[227] messaging preferences and lead preferences settings.

4.   Jobs

483.   Job posters on LinkedIn have the option whether to collect job applications via on-LinkedIn or via an external website (*e.g.*, company career website) or a third-party system (*e.g.*, applicant tracking system). Customers that elect to receive applicants to a third-party website would have access to all applicant data via that site, not LinkedIn.

484.   For on-LinkedIn applications, Jobs users are able to download applicants' resumes from the applicant management UI. Additionally, they can request that additional jobs data, such as full applications, are exported in a usable format through customer support.

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[226]   Smart Links allow users to easily package and share content from within their Sales Navigator workflow, track viewing behavior, and gain insights on what their prospects and customers are most interested in. *See* Smart Links in Sales Navigator FAQ.

[227]   Sales Assistant on Sales Navigator is a personalized sales agent that helps sellers identify, research, and engage with potential sales leads using AI.

485.   Enterprise Jobs users can also use Apply Connect APIs to enable on-LinkedIn applications to automatically be sent to their applicant tracking system.

486.   Enterprise Job users have additional applicant management features that provide aggregated reporting on job interactions such as job views and enable users to download full applications.

5.   Learning

i.   Learning Reporting APIs

487.   Learning enterprise customers can retrieve API access tokens through their admin settings and use those tokens to access the Learning Reporting APIs or provide the tokens to a developer of their choice. Additionally, Learning Management Systems have integrated with the Learning Reporting APIs directly and joint customers can access their reporting data via those systems. The data that are provided via the Learning Reporting APIs include insights and engagement metrics.

ii.   Learning Export tool

488.   Learning Enterprise customers can also export usage reporting from their accounts. There are a variety of default and customizable reports available. Additionally, the reports are available on a one-off basis, or customers can schedule a weekly or monthly email to export the report. The data that can be exported is similar to that available via API.

iii.   Learning custom reporting services

489.   Learning Enterprise customers can request customized reports via a support channel. The custom reports can then be integrated with the Learning Reporting APIs, such that the customer can then retrieve the custom report via the APIs.

6.   LinkedIn Recruiter

i.   Recruiter System Connect APIs

490.   As discussed above in relation to LinkedIn compliance with Article 5(2) of the DMA, business users of the Recruiter features of the LinkedIn CPS provide LinkedIn with their own data for the purpose of using Recruiter. This can be done from a business user's ATS that has integrated with Recruiter via a set of LinkedIn APIs (the "**Recruiter System Connect APIs**"). While this integration enables certain functionality within Recruiter, it also enables the business user to export certain types of customer data from Recruiter to their ATS. The data types include: Notes, InMail (both sent and received), and member profile data for those members that the Recruiter user has elected to export their data (subject to the member's settings).

ii.   Candidate Relationship Management Connect APIs

491.   Similarly to the Recruiter System Connect APIs that integrate with a business user's ATS, the Candidate Relationship Management Connect APIs integrate with a business user's Talent CRM system. The CRM Connect APIs also enable a business user to export certain types of customer data from Recruiter to their Candidate Relationship

Management System. The data types include: Notes, InMail (both sent and received), and member profile data for those members that the Recruiter has elected to export their data (subject to the member's settings).

iii.   Usage reporting tool

492.   Recruiter also has various in-product reporting functionalities, most prominently the "Reporting" tab within Recruiter that is related to Recruiter Projects and enables custom reporting.[228] Each of these reports can be exported as a CSV file. These reports effectively cover all business-user use of the Recruiter product.

B.   Measures To Ensure Compliance With The DMA

493.   While LinkedIn's Admin View tools, Community Management APIs, and the features specific to LMS, Sales Navigator, Jobs, Learning, and Recruiter provide extensive access to data provided or generated through the use of these services, LinkedIn has complemented these existing tools by building an API program to ensure compliance with Article 6(10) of the DMA.

494.   LinkedIn offers a free-of-charge API (the "**Pages Data Portability API**") along with a supporting API program (the "**Pages Data Portability API Program**").

495.   The Pages Data Portability API makes it easier for data access to be ongoing and continuous. It also enables data to be exported in what Microsoft considers a more readily consumable format like "JSON" (which presents structured data in a standard format that enables representation of complex and nested information via an API). In addition, the Pages Data Portability API provides a broader scope of member data and with less contractual restrictions as described below.

496.   These measures enable business-user Admins and Admin-authorized third parties[229] to access data they have provided or generated in connection with use of their LinkedIn Page, as well as data provided or generated by LinkedIn members engaging with their Page. The Pages Data Portability API Program also provides access to data that is generated through members engaging with a business user's content on LinkedIn Pages that is not provided or generated by Admins but from a service provided together with or in support of LinkedIn Pages (*e.g.*, data from LMS and Jobs).

497.   Through the Pages Data Portability API, LinkedIn provides Admins with a broader range of data that is generated or provided through the use of Pages compared to the datasets currently provided through the Community Management APIs. To the extent this data includes members' personal data, LinkedIn will exclude that data by default but enable members to opt-in to sharing their data (the "**DMA API Member Privacy Setting**"). The Pages Data Portability API Program is supported by the LinkedIn API Platform and is publicly available to Developers on the LinkedIn Developer Site.

498.   To satisfy the requirements imposed by Article 6(10) of the DMA, the Pages Data Portability API Program enables Developers to request effective, high-quality,

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[228]   For an overview of the available reports, *see* Reports in LinkedIn Recruiter.

[229]   Each member or third party that seeks access to the Pages Data Portability API shall be referred to as a "**Developer**."

continuous, and real-time access to, and use of, data, including personal data, that is provided for or generated in the context of the use of LinkedIn Pages by Admins and LinkedIn members engaging with the LinkedIn Pages.

499.   The Pages Data Portability API Program satisfies each of the following requirements.

1.   Data Provided By Or Generated By Business Users And End Users Engaging With Their Products Or Services Or Provided Together With, Or In Support Of Those Products Or Services

500.   The Pages Data Portability API provides access to the data that Admins provide or generate through their use of LinkedIn Pages, such as content they upload, posts they create, and other activity that is taken on the LinkedIn Page. The scope of data available to Admins via the API depends on their assigned admin role.[230]

501.   The Pages Data Portability API also provides access to data that members provide or generate when they engage with LinkedIn Pages, including personal data of members subject to individual member consent. For example, Developers have access to members' comments and reactions on the Page's posts, members' mentions of the Page, and a list of the Page's individual followers (all subject, on a per-member basis, to each member's DMA API Member Privacy Setting).

502.   In addition, the Pages Data Portability API Program provides access to data that is generated through members engaging with content on LinkedIn Pages that is not provided or generated by Admins but from a service provided together with or in support of LinkedIn Pages. For example, on an organization's LinkedIn Page, members can access a "Jobs" tab, which displays jobs posted by the organization. Although the jobs are posted and managed through Jobs, the Pages Data Portability API provides access to analytics that include members' Jobs tab views. As another example, the posts shown on LinkedIn Pages include sponsored content posted by the organization. The Pages Data Portability API provides access to the Page's sponsored content, as well as analytics regarding members' engagement with that content, even though the content may have been created through LMS.[231]

503.   In general, the Pages Data Portability API provides access to aggregated and non-aggregated data available to Admins on LinkedIn Pages. When determining the specific data fields to include in the Pages Data Portability API, LinkedIn considers a variety of factors, including: (i) what data are business users most interested in; (ii) what data do peer platforms provide; (iii) what data does LinkedIn receive requests for; (iv) the practical difficulties with providing the data; and (v) what data is available. For instance, if LinkedIn does not store certain data in the ordinary course of business, it would not necessarily start storing this data to be able to return them via the API. It may provide new information to business users, however, based on business users' indications of interest in such data. For example, although LinkedIn did not previously aggregate and store the number of guests (logged-out members or non-members) who

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[230]   For a list of LinkedIn Page Admin roles, *see* LinkedIn Page admin roles permissions.

[231]   For a list of data categories provided by the Pages Data Portability API, *see* Pages Data Portability API Overview.

viewed Pages, LinkedIn now provides that count through the Pages Data Portability API, as Microsoft believes business users would be interested in that data.

504.   In addition, when new Pages features are launched on LinkedIn, LinkedIn uses the factors listed above to determine whether to include data from the new features in the Pages Data Portability API Program. For example, since March 2024, LinkedIn released a new feature that gives Premium Company Pages access to information about which members viewed their Page, subject to a new member privacy setting.[232] This data is now available via the Pages Data Portability API Program, subject to the DMA API Member Privacy Setting.[233] Other Premium Company Pages features, such as the list of awards that Admins choose to add to their Page, are also available via API.[234]

2.   Data Provided At The Request Of Business Users

505.   Developers are able to request access to an organization's Page data through the Pages Data Portability API after obtaining the Admin's authorization.[235] Members who are Admins must be logged into LinkedIn to give such authorization. Once signed-in, Admin members are presented with a dialogue box controlled by LinkedIn that indicates what Pages data they are electing to make available to the Developer. It describes how they can terminate the authorization from within their LinkedIn account and informs the authorizing Admin member that use of the Pages data, as exported to the Developer, is governed by the Developer's terms and conditions. Upon the Admin's consent, an authorization token is issued via the OAuth 2.0 standard,[236] which the Developer needs to include to authenticate each future API call to the Pages Data Portability API.

506.   The authorization token continues to refresh for 365 days without the Developer needing to prompt the Admin for their reauthorization. Admins can terminate the Developer's access to their data at any time from within their LinkedIn account. After 365 days, the Developer must request reauthorization from the Admin. The Admin can reauthorize the developer's access by going through the flow again, which issues a new token that will continue to refresh for 365 days.

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[232]   The member privacy setting is called the Page Visit Visibility setting which allows a member to control whether organizations can see when that member visits their LinkedIn Page. This setting is distinct from the DMA API Member Privacy Setting. For example, if a member turned on the Page Visit Visibility setting and turned off the DMA API Member Privacy Setting, a LinkedIn Page would be able to see whether a member visited their LinkedIn Page but would not be able to export that information.

[233]   *See* Microsoft Learn – Organizational Page Visitor Of The Day.

[234]   *See* Microsoft Learn – Organizational Page Credibility.

[235]   LinkedIn believes it is necessary for Admins of a Page to authorize the business user to access the Page's data so that LinkedIn can validate that the person requesting access is authorized to act on behalf of the business user. Without such authorization, a bad actor claiming to represent a company could receive access to the API and obtain that company's Page data.

[236]   The OAuth 2.0 standard is an open standard for access delegation and is a commonly used way for Internet users to grant websites or applications access to their information on other websites without compromising the security of their passwords. For more information on the OAuth 2.0 standard and authorization tokens, *see* Microsoft Learn – Refresh Tokens with OAuth 2.0.

507.   To ensure platform stability, security, and hygiene, the LinkedIn API Platform monitors for Developer applications that are inactive (*e.g.*, no API calls made), and after 180 days of inactivity, Developers are notified and then later, if still no activity occurs, their access to the Pages Data Portability API will be suspended.[237]

508.   Microsoft provides a draft authorization experience for the Pages Data Portability API in **Figure 57** below.

Figure 57. Example Of Authorization Screen For Pages Data Portability API
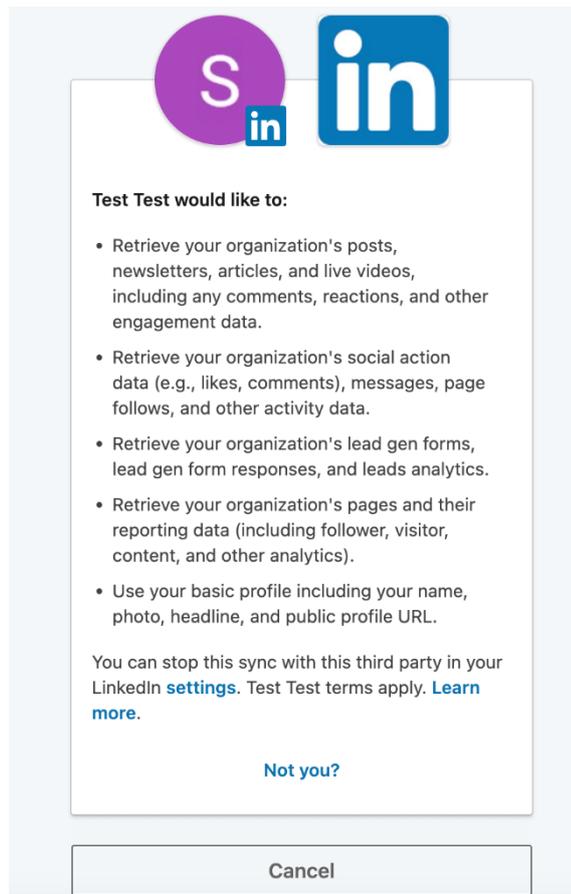
Source: LinkedIn

509.   Developers are then able to "pull" (*i.e.*, request access to) the relevant data for that Admin's Page to use on its own platform.

3.   Opt-In Consent To Share End User Personal Data

510.   The DMA API Member Privacy Setting provides an opt-in toggle, which is set to "off" by default. The toggle controls the sharing of personal data via the Pages Data Portability API with all business users and their authorized third parties across LinkedIn Pages. It applies to the personal data shared via the Pages Data Portability API,

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237   For clarity, if a third-party developer makes API calls on behalf of multiple business users, its access to the API will remain valid as long as it continues to make calls for any of the business users. An individual Admin does not need to be actively using the application in order for the developer's access to their data to remain valid.

including members' comments and reactions on a Page's posts, mentions of Pages, messages with Pages, and Page follows.

511.   When the setting is set to "off," the data shared with Developers excludes that member's personal data, including the member's LinkedIn profile information and content of the member's posts, comments, or messages. When turned on, end users authorize all business users and their authorized third parties to access their data. This singular setting allows for a more streamlined member experience, as requesting users to turn the setting "on" for each Page with which they interact would be cumbersome and prone to technical complexities (*e.g.*, latency issues when making API calls due to the complexification of the settings architecture).

512.   With respect to Admins, the data shared with Developers excludes the Admin's name but includes the content of the posts and comments, which are created as a business user on behalf of the Page. Further, Admins can make direct requests on Pages to end users for their consent to share their personal data via the Pages Data Portability API (by turning on their DMA API Member Privacy Setting).

513.   As noted above, the Pages Data Portability API also includes aggregated data, such as Page analytics and post reactions. The DMA API Member Privacy Setting does not impact the aggregated data that is shared via the Pages Data Portability API.

4.   Continuous Access To Data

514.   After a Developer integrates with the Pages Data Portability API and an Admin grants authorization, the Developer is able to pull the LinkedIn data for that Admin's Page to use on its own platform. The Developer can make further calls on the cadence it deems appropriate (*e.g.*, on a daily basis).[238]

515.   Similar to the other APIs on the LinkedIn API Platform, throttle / call limits were put in place to prevent abuse and avoid large volume of calls that would risk taking down the API service. These limits were based on past experiences with call patterns for LinkedIn API Platform API programs. The public-facing Developer Documentation that, among other things, describes the technical requirements and instructions for integrating the Pages Data Portability API into the Developer's application provides information on rate limiting, what Developers should expect if they hit a rate limit, and how to determine the rate limits for a particular API.[239] To the extent Developers determine that the limits are not sufficient, LinkedIn will adjust them as needed.

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[238]   As an additional layer of protection to ensure that aggregated data is not re-identifiable to individual end users, LinkedIn is applying DP techniques to certain analytics that are provided through the Pages Data Portability API. To support the implementation of DP while continuing to provide filtering functionality for Admins, there is a limit on how many calls the Developer can make in one day for these analytics.

[239]   For LinkedIn's API documentation, *see* Microsoft Learn – LinkedIn API Overview. For information on rate limits, *see* Microsoft Learn – Rate Limiting.

5. Real-Time Access To Data

516. A Developer can access a particular Page's data that exists as of the time of the request. For instance, Developers are able to obtain a "*real-time*" snapshot of the Page's feed posts, comments, and reactions, or messages in the Page's inbox.

517. Providing a snapshot is consistent with how the data is provided on the LinkedIn CPS and through existing data access tools. That said, there are several ways for business users and third parties to access certain categories of data that have changed since the last API call. First, certain analytics – such as Page visitor, Page follower, and content analytics – can be requested based on specific time periods. For example, a Developer could craft their API call to access Page visitor analytics for only the last month. In addition, several categories of data are returned in order of recency, including Page followers, posts, comments, reactions, and reposts. The API also provides access to Page notifications, which inform Admins of recent updates, such as comments, reactions, and other engagement with their Page's posts. Notifications are also organized by recency, enabling Admins to review any new updates since the last API call.

518. When a Developer accesses the Page data via the Pages Data Portability API, some data fields may be available immediately or within less than 10 minutes, while others may take up to 48 hours to be available.[240]

6. Effective Access And Use

519. The data provided via the Pages Data Portability API are in "JSON" format, which is generally recognized as the industry standard, such that its access and use by the Developer is "*effective*" within the meaning of the DMA.

520. To receive and use the data, the Developer needs to create a DMA Application[241] that is able to communicate with the Pages Data Portability API.

521. Microsoft provides a sample Pages Data Portability API response in **Appendix L**.

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[240] For purposes of the Pages Data Portability API, in order to enable querying of certain categories of data that could contain a large volume of records, LinkedIn uses a datastore that is updated every day by an offline job. Data stored in this datastore includes Page followers and newsletter subscribers, as well as a Page's posts, comments, and reactions. Because of the timing of the offline job execution, the data may not be completely up-to-date at the time a business user requests the data via the API. Depending on when the business users make their request, the data could take up to 48 hours to be provided. This SLA could also apply to members' privacy settings, which LinkedIn explains in member-facing materials. 48 hours is the longest SLA given the technical limitations.

[241] Note that the DMA Application, as registered on the LinkedIn API Platform, is not equivalent to the Developer's commercial product. It is the typical process for how API developer programs manage API access – API products are provisioned to developer applications that are registered with the LinkedIn API Platform as opposed to developer accounts. A Developer may have multiple applications registered on a platform that have access to different API products.

7. High-Quality Access And Use

522.   By creating the Pages Data Portability API, LinkedIn provides business users with a "*high quality application programming interface*"[242] to enable them to access data provided or generated in the context of using LinkedIn Pages.

8. Free-Of-Charge

523.   LinkedIn provides the Pages Data Portability API free-of-charge.

C.   Implementation Of The Pages Data Portability API Program

524.   As noted above, LinkedIn provides the Pages Data Portability API free-of-charge to any Developer that meets certain requirements (*see* below). LinkedIn provisions the Pages Data Portability API through the Pages Data Portability API Program which is publicly available on the LinkedIn Developer Site. Developers can access the Pages Data Portability API Program by completing the following steps:

- **(1) DMA Application.** Developers can request access to the Pages Data Portability API Program through the creation of a DMA Application, as shown in **Figure 58**.[243] This creation of a developer application is consistent with the API request process utilized by other platforms that have API programs. Creation of the DMA Application requires the Developer to provide information including an application name, relevant LinkedIn Page to be associated with the DMA Application, link to a privacy policy, and a logo for the DMA Application.

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[242]   *See* Recital 60 of the DMA.

[243]   *See* LinkedIn Developer – Create an app.

Figure 58. Create A DMA Application

Source: LinkedIn

- **(2) API selection.** Once the DMA Application is created, Developers can select the "Pages Data Portability API" as the appropriate product to be added to their DMA Application, as shown in **Figure 59**.

Figure 59. Pages Data Portability API

Source: LinkedIn

- **(3) Terms and conditions.** Developers are then required to complete an access request form (*see* **Figure 60**), provide an email address for entity verification, and

agree to the DMA API Program Terms.[244]

- o LinkedIn API program terms typically place certain restrictions on how the Developer may use the data accessed via a specific API (*e.g.*, privacy, security, and business restrictions). The DMA API Program Terms are limited to ensuring industry-standard security practices and legal compliance. In particular, they do not contain business restrictions on use of the data accessed via the Pages Data Portability API provided that such use has been authorized by the LinkedIn business user, does not combine data across the Pages Data Portability API and the Community Management API, and is compliant with applicable law, such as the GDPR.

Figure 60. Access Request Form

Source: LinkedIn

- **(4) Entity verification.** Once Developers submit the access request form, LinkedIn reviews the form and verifies the entity (*see* **Figure 61**). The verification consists

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For the DMA API Program Terms, *see* Additional Terms For The LinkedIn DMA Portability API Programs.

of checking that the email domain is valid, that they are a registered entity (*e.g.*, corporation, LLC) in the location in which they are established, that they are not on any restricted parties lists (*e.g.*, North Korean entities would fail the entity verification), and that they are not suspected of accessing LinkedIn CPS data in an unauthorized manner (*e.g.*, scraping, crawling, spidering). This form of entity verification is necessary to ensure platform safety and protect against potential platform abuse or fraud. LinkedIn uses an internal Microsoft tool for entity verification for third parties that apply for access to the Pages Data Portability API.

Figure 61. Entity Verification Form

Source: LinkedIn

- **(5) Token creation.** Verified Developers can then create an API access token. This is done by using the Developer's own API software, or generic software tools like Swagger.[245] Once Developers have created an access token, they can begin to build their API integration and, where applicable, offer such integration to their users.

D.   API Infrastructure And Request Process

525.   **API infrastructure.** In order to provide business users with the required data, LinkedIn has externalized APIs for each relevant CPS feature and provided Developers with access to the APIs through a common API program.[246] Although some of the relevant data was already available through external APIs, LinkedIn has created APIs that are specific to the Pages Data Portability API Program to ensure that the data being shared is subject to the DMA API Member Privacy Setting and applicable terms and conditions. Offering the APIs under a common API program also allows Developers to apply for and access the APIs in a more efficient way. Microsoft provides a high-level diagram of the API mechanism in **Figure 62** below.

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245   For more information about the Swagger software, *see* Swagger – The Future of AI Relies on API Quality.

246   For a list of APIs included in the Pages Data Portability API Program, *see* Microsoft Learn – Pages Data Portability API Overview.

Figure 62. High-Level Diagram Of API Mechanism
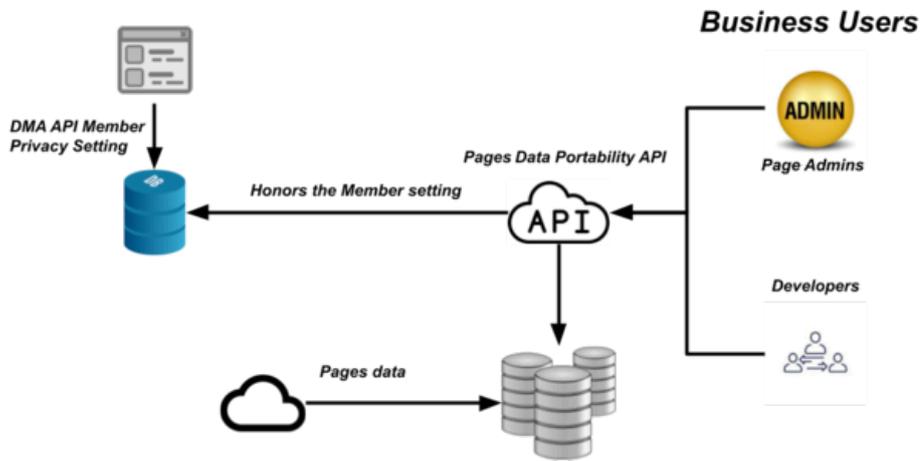
Source: LinkedIn

526.   **API request process.** To make API requests, Developers must first obtain an industry-standard authorization token. Once obtained, LinkedIn's API Gateway authenticates the Developer's requests to ensure that the caller has access to the API permission and endpoints that are being requested. The Gateway then sends the request to the API frontend mid-tier, which is a new mid-tier setup for the DMA API products. The new DMA API mid-tier processes the Developer's request and returns the requested data while honoring the new DMA API Member Privacy Setting. The mid-tier then delegates the requests to internal backend services and filters the member's data. Finally, the mid-tier returns the relevant API response back to the Developer. [247] Microsoft provides a high-level diagram of the process mechanism in **Figure 63** below.

Figure 63. High-Level Diagram Of Process Mechanism
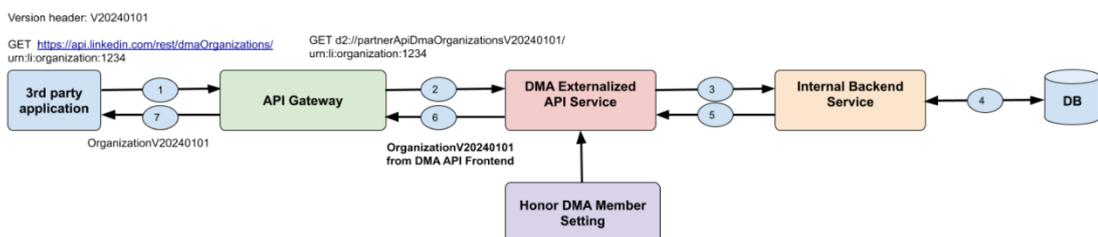
Source: LinkedIn

527.   Depending on a member's DMA API Member Privacy Setting, when a Developer requests records via the API, one or more fields or the entire record may need to be removed from the API response in order to honor the member privacy setting. To

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[247]   LinkedIn has also published public Developer Documentation to be incorporated by reference into the DMA API Program Terms. The documentation shows the technical requirements and instructions for integrating the Pages Data Portability API into the Developer's application. *See* LinkedIn Regulatory Developer Products Overview.

convey to Developers that the personal data might have been removed, the API schema sets the value of an impacted field to null (if only a subset of fields were impacted) or leaves the entire record as empty (if all fields were impacted). For example, if a Developer makes a call to an API to retrieve its Page followers, and a member's DMA API Member Privacy Setting is set to "off," then in most cases, the entire record for that member will be obfuscated. If the member turned their setting off after the offline workflow was initiated to generate their data, then the "follower" field for that member (which would otherwise provide a unique identifier) will be omitted from the API response.[248] LinkedIn explains in the Developer Documentation for each API how this data obfuscation works so that Developers understand the data that they are receiving and can use it appropriately. This approach also enables Developers to query the paginated results without interruption.

ii) **specific information (including, if applicable, data points, visual illustrations and recorded demos[249]) 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;**

528. Microsoft refers to **Section 2.1.2 (i)** above.

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

529. The Pages Data Portability API was released publicly on 24 January 2024.

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

530. The Pages Data Portability API Program provides access to data provided or generated by business users in the context of the LinkedIn Pages service, as well as data provided or generated by members engaging with the business users' Pages (subject to their consent where such data is personal data). This includes member engagement data on content that may not have been provided or generated by Page Admins but is instead content from a service provided together with or in support of LinkedIn Pages (*e.g.*, LMS or Jobs).

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

531. The Pages Data Portability API Program is available to Page Admins globally, whether they are located in the EEA or elsewhere in the world. These Admins are able to export data from LinkedIn to either their own applications or to third-party applications that they authorize through the Pages Data Portability API Program. The DMA API Member Privacy Setting also applies to LinkedIn members globally.

e) **any technical/engineering changes that were made in connection with the implementation of the measure concerned (e.g., on data flows and internal**

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[248]   *See* **Appendix L** for a sample Pages Data Portability API file with member data removed.

[249]   For example, this may be particularly relevant to illustrate changes impacting user journeys.

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);

532. Microsoft refers to **Section 2.1.2 (i)** for a description of the technical changes made in connection with the implementation of the Pages Data Portability API to comply with Article 6(10) of the DMA, as applicable to the LinkedIn CPS.

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,[250] consent forms,[251] warning messages, system updates, functionalities available, or customer journey to access functionalities[252]);

533. As the Pages Data Portability API Program was a new API program, changes were needed to the LinkedIn API Platform and corresponding LinkedIn Developer Site to add the Pages Data Portability API Program and enable Developers to request access, as further described above in **Section 2.1.2 (i)**. That said, LinkedIn's business users are able to access the Pages Data Portability API the same way they would for other existing LinkedIn API programs through the LinkedIn API Platform.

534. As described above in **Section 2.1.2 (i)**, the DMA API Member Privacy Setting was created so that end users could provide their opt-in consent to share personal data with business users via the Pages Data Portability API.[253] Members have access to the DMA API Member Privacy Setting through their member settings on LinkedIn. The setting screen provides information about the types of data that are shared with Page owners and links to a Help Center article with more details.[254]

535. The DMA API Member Privacy Setting is available to members globally and is "off" by default. Members have the option to opt in to share their personal data with Developers via the Pages Data Portability API by changing the toggle to "on". Once a member's setting is set to "on," they can turn it "off" at any time. The Pages Data Portability API checks the status of the member's DMA API Member Privacy Setting at the time an API call is made and excludes data of that individual if their setting is "off".

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[250]   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.

[251]   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.

[252]   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.

[253]   LinkedIn members can adjust their Page Owners Exporting Your Data setting. *See* Visibility – Page owners exporting your data.

[254]   *See* Data exports for LinkedIn Page owners.

536.   Microsoft provides a screenshot of the DMA API Member Privacy Setting in **Figure 64** below.

Figure 64. DMA API Member Privacy Setting
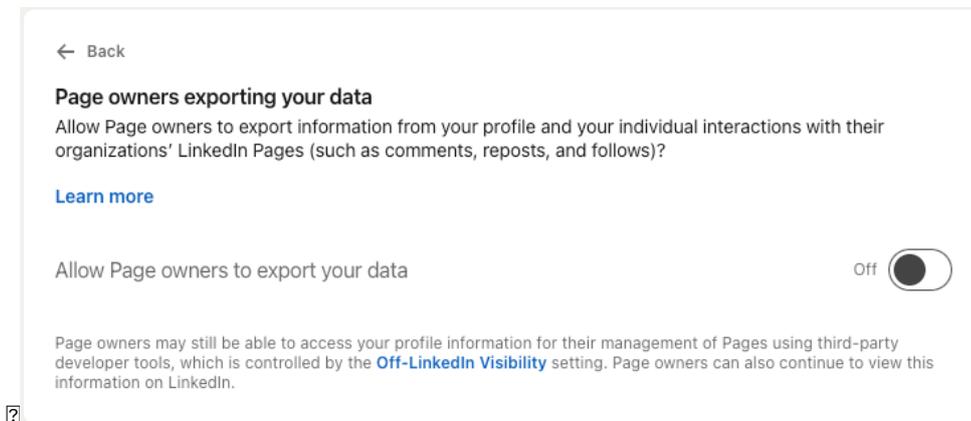
Source: LinkedIn

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);**

537.   Implementation of the measures discussed above has not required any changes to the remuneration flows in connection with the use of LinkedIn CPS. The Pages Data Portability API is provided to Developers free-of-charge.

538.   As the Pages Data Portability API Program was a new API program, LinkedIn requires all Developers to agree to the DMA API Program Terms.

539.   LinkedIn had existing API programs with terms and conditions that are specific to the particular program.   Among other things, such other API program terms place restrictions on how the Developer may use the data accessed via such API – including, privacy, security, and business restrictions. The DMA API Program Terms are limited to ensuring industry standard security practices and legal compliance – specifically, the DMA API Program Terms do not contain business restrictions on how the data accessed via the Pages Data Portability API Program can be used so long as such use has been authorized by the business user and is compliant with applicable law (*see* Section 1.3 of the Pages Data Portability API Program Terms, where the business restrictions in the underlying API Terms of Use are explicitly overridden).

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

540. All changes required by the implementation of the Pages Data Portability API Program to comply with Article 6(10) of the DMA, as applicable to the LinkedIn CPS, are described in the above sections.

> **i)** **any consultation[255] 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;**

541. No consultation with end users or business users has been carried out on the Pages Data Portability API Program.

> **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;**

542. There has been no involvement of external consultants in the elaboration of the Pages Data Portability API Program.

> **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;**

543. The only alternative measure that was assessed was providing a separate API program for each cross-functional team instead of providing a common API program. The alternative approach would mean that the various business teams that are responsible for the product features through which Pages data is generated would be responsible for their own API frontends. This would have required Developers to apply for access to various APIs as part of the Pages Data Portability API Program and agree to relevant terms and conditions each time.

544. After determining that this was not the most efficient approach for Developers, LinkedIn decided to provide a single comprehensive API program to Developers that covers features from a range of cross-functional teams, including Lead Generation Forms, sponsored posts, and the Pages Jobs Tab. This approach allows Developers to apply only once to obtain access to the Pages Data Portability API. This also allows the Pages Data Portability API features to be covered under the same terms and conditions, vetting process, and API rate limiting restrictions. The common API product means that a Developer can simply augment to new permissions / APIs when new capabilities are added without going through an additional vetting process.

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[255] 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;**

545. The Pages Data Portability API Program is publicly available on the LinkedIn Developer Site, and LinkedIn has published public materials informing business users, end users, and third parties about the Pages Data Portability API. LinkedIn also sent a survey to solicit feedback from Developers who have requested access to the Pages Data Portability API. These actions are described in more detail below.

546. **Public availability of the Pages Data Portability API.** LinkedIn has published information on the measures it has implemented to comply with Article 6(10) of the DMA as set forth below:

- Blog Posts: In February 2024, LinkedIn published two company posts to inform its members about the forthcoming DMA-related changes, including the Pages Data Portability API.[256]

- LinkedIn Developer Site: The Pages Data Portability API is listed as an API product on the LinkedIn Developer Site.[257] The LinkedIn Developer Site provides links to the Developer Documentation, resources on the LinkedIn API Programs, and information on the current status of the API platform (*e.g.*, whether there are any known issues that may impact certain APIs and resolution information). LinkedIn also provides Developers with access to a public Postman site that provides a variety of developer resources and information. Through the LinkedIn Help Center or the Postman site, Developers can file support requests. Further, Developers can check the status of LinkedIn APIs at https://www.linkedin-apistatus.com/ and Developers have access to an AI chatbot that they can use to more easily discover and learn about the LinkedIn API Program.

- Developer Documentation: The Pages Data Portability API Developer Documentation is publicly available.[258] Since March 2024, LinkedIn has updated the Developer Documentation to notify Developers of recent changes to the Pages Data Portability API, including new APIs that have become available. For example, in August 2024, LinkedIn announced that Developers could access the Organizational Page Visitor of the Day API.[259]

- Help Center Content: LinkedIn updated and created Help Center content to inform and educate business users, end users, and third parties on the Pages Data Portability API and the member privacy setting that the API will respect:

  o Pages Data Portability API Application Review and Developer Support;[260]

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[256] *See* LinkedIn in Europe: Changes for the Digital Markets Act; and LinkedIn in Europe: Additional Changes for the Digital Markets Act.

[257] *See* LinkedIn Developer – Regulatory Developer Products.

[258] *See* Microsoft Learn – LinkedIn Regulatory Developer Products Overview.

[259] *See* Microsoft Learn – Recent DMA Data Portability API Changes.

[260] *See* LinkedIn Pages Data Portability API application review and developer support.

   o   Member Privacy Setting;[261] and

   o   LinkedIn Page Analytics.[262]

547.   **Consultation with Third Parties.** In addition to the inbound feedback that LinkedIn may receive, LinkedIn also sent a survey to seek feedback from Developers who have requested access to the Pages Data Portability API prior to the DMA compliance deadline of 7 March 2024. The survey was sent via email and consisted of several questions relating to Developers' experience applying to and accessing the Pages Data Portability API product, as well as their perspective on the scope of data available via the Pages Data Portability API. Microsoft provides the survey questions in **Appendix M**.

548.   Since March 2024, LinkedIn has received support requests and inquiries related to the Pages Data Portability APIs, to which LinkedIn responded accordingly. For example, developers have submitted inquiries about the status of their application, API errors, and empty API responses. LinkedIn has addressed their concerns and resolved the open issues.

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

549.   None.

   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;**

550.   **Members Must Consent to Sharing Their Personal Data.** The Pages Data Portability API respects members' DMA API Member Privacy Setting. Members have the option to opt-in to share their personal data with Developers by turning the setting "on". When the setting is turned "off," the data shared with Developers will exclude that member's personal data. The Developer Documentation for each API explains which fields may be excluded from an API response due to the privacy setting. To ensure that aggregated analytics are not re-identifiable to an individual member, LinkedIn applies DP techniques to certain analytics shared through the Pages Data Portability API.

551.   **Developers Must Register with LinkedIn Developer Program and agree to the Pages Data Portability API Program Terms.** To ensure the security of the LinkedIn CPS, member data security, and member privacy, Developers must meet certain security-driven requirements upon application to the Pages Data Portability API Program and agree to the Pages Data Portability API Program Terms. Additionally,

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[261]   *See* Data exports for LinkedIn Page owners.

[262]   *See* LinkedIn Page analytics. This Help Center article was updated by providing a link to the Help Center article on Pages Data Portability API Application Review and Developer Support.

Developers must successfully pass an entity-level verification. Developers must be in good standing on the LinkedIn CPS to access the Pages Data Portability API.

552. **Ongoing Monitoring of Pages Data Portability API.** The LinkedIn API Platform includes functionality to monitor and report on use of the LinkedIn APIs at the application level. The Pages Data Portability API Program leverages this existing functionality to monitor calls to the API to identify, for example, patterns of calls that may indicate abuse or errors that may indicate a problem with the Pages Data Portability API. Notifications to relevant stakeholders (*e.g.*, Developers, support teams) can be implemented to alert such stakeholders when errors occur. Additionally, the LinkedIn API Platform monitors for Developer applications that are inactive. After 180 days of a Developer not making any calls on behalf of business users, the Developer will be notified of inactivity and access may be suspended.

o) **any type of market analysis or testing (in particular A/B testing[263]), business user surveys or consumer surveys or end user consent rates,[264] that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[265]**

553. LinkedIn has not carried out any type of market analysis or testing to estimate the expected impact of the Pages Data Portability API Program on the objectives of the DMA.

p) **any type of market analysis or testing (in particular A/B testing), business user surveys or consumer surveys or end user consent rates, that have been or are expected to be carried out to evaluate the actual impact or evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;[266]**

554. As described in **Section 2.1.2 (i)** above, the Pages Data Portability API Program is available on the LinkedIn Developer Site. LinkedIn solicited feedback from Developers who requested access to the Pages Data Portability API prior to the DMA compliance deadline of 7 March 2024. The purpose of this survey was to obtain feedback from business users on topics such as the scope of the data available via the Pages Data Portability API and the process to request access to the Pages Data Portability API. Microsoft provides the survey questions it sent to Developers in **Appendix M**.

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[263] 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.

[264] 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)).

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

[266] 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;**

555. Microsoft refers to the introduction of the Compliance Report. Microsoft believes that the transparent nature of LinkedIn is the most relevant indicator that the objectives of the DMA are being achieved. Nonetheless, Microsoft remains open to discussing any additional indicators or data that would assist the Commission in its assessment whether a particular measure is effective in achieving the objectives of the DMA, taking into consideration the pre-existing measures of LinkedIn.

r) **any relevant data[267] 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;**

556. As outlined in **Section 2.1.2 (ii) (q)** above, Microsoft remains open to discussing any indicators or data that would assist the Commission in its assessment whether a particular measure is effective in achieving the objectives of the DMA. In assessing such metrics, it will be important to consider whether the pre-existing design and operation of the platform was largely consistent with the provisions in question or whether significant changes were required. In the former circumstance one would not expect to see measurable changes in end user or business user behavior and metrics may not be indicative of effectiveness.

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

557. Microsoft remains open to discussing any indicators and ways to monitor those indicators that would assist the Commission in its assessment of whether a particular measure is effective in achieving the objectives of the DMA, including metrics that track the choices made by users under mechanisms required by the DMA such as consent rates, installing and setting applications as the default, use of data portability mechanisms, or others.

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**

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

(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).

558. The Pages Data Portability API is publicly available on the LinkedIn Developer Site and includes Developer Documentation explaining the API application process. **Section 2.1.2 (ii) (g)** above describes the steps for Developers to obtain access to the Pages Data Portability API Program, including a description of the relevant terms and conditions. **Section 2.1.2 (i)** includes details regarding the format and frequency of the data access via the Pages Data Portability API.

559. With respect to the other CPSs, **Section 2.1.2 (i)** above includes details regarding the processes for business users to obtain access to data.

Appendix J

Summary Of Data Provided By Community Management APIs

- Certain Page Profile Data (name, locations, photo, cover photo, brands, *etc.*)

- All posts by the Page and posts that mention the Page

    o Content of post

    o Metadata: Creation / modification / publication timestamps, visibility, targeting, lifecycle status

    o Social engagement on posts (comments and reactions)

    o Name, headline, photo of author (and engaging members)

    o For videos – # views, unique viewers, time watched (lifetime, timebound)

- Webhooks triggered by any of the following actions

    o LIKE

    o COMMENT

    o SHARE

    o SHARE_MENTION

    o ADMIN_COMMENT

    o COMMENT_EDIT

    o COMMENT_DELETE

    o PHOTO_MENTION

- Details regarding lead gen form enabled events (including name, address, description, *etc.*)

- Page's polls (with vote count)

- List of current Admins for the Page

- Page Statistics (lifetime, time bound)

    o Follower Statistics – Company Page follower data

        ▪ Followers by demographic facet – Broken down by seven demographic facets. The results for any individual facet are limited to the top 100 results.

    o Page views (total / unique) and clicks (also for career pages, overview pages

and a lot more granular data)

- Post Statistics (lifetime, time bound)

  o Impression counts (total and unique)

  o Click counts

  o Engagement

  o Like counts

  o Comment counts

  o Share counts

  o Comment mentions counts

  o Share mentions counts

Appendix K

Sample Of Page Analytics Available In Admin View

Figure Appendix K.1. Sample Of Page Analytics For Admins
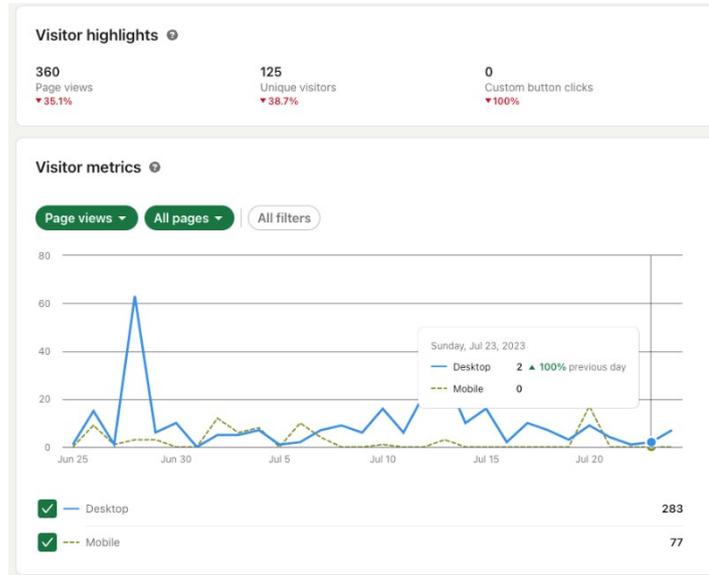
Source: LinkedIn

Figure Appendix K.2. Sample Of Page Analytics For Admins
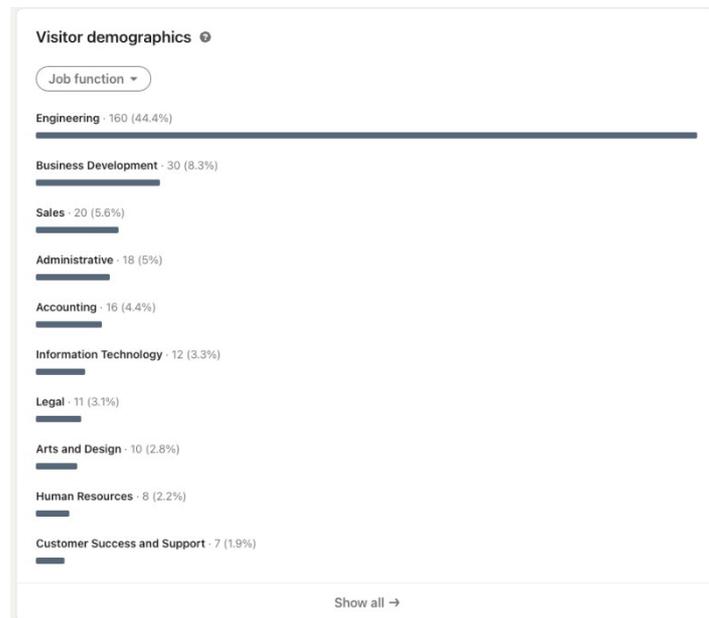
Source: LinkedIn

Appendix L

Sample Pages Data Portability API Response for the "Page Follows API" With and Without Obfuscation

Figure Appendix L.1. Non-Obfuscated

```
{
  "paging": {
    "start": 0,
    "count": 10,
    "links": [],
    "total": 2
  },
  "metadata": {
    "nextPaginationCursor": "NV9f"
  },
  "elements": [
    {
      "lastModifiedAt": 1701259792468,
      "follower": "urn:li:person:WIOb",
      "followee": "urn:li:organizationalPage:123456",
      "edgeType": "MEMBER_FOLLOWS_ORGANIZATIONAL_PAGE"
    },
    {
      "lastModifiedAt": 1699980274432,
      "follower": "urn:li:person:szIhq",
      "followee": "urn:li:organizationalPage:123456",
      "edgeType": "MEMBER_FOLLOWS_ORGANIZATIONAL_PAGE"
    }
  ]
}
```

Source: LinkedIn

Figure Appendix L.2. "Follower" Field Obfuscated

```
{
  "paging": {
    "start": 0,
    "count": 10,
    "links": [],
    "total": 2
  },
  "metadata": {
    "nextPaginationCursor": "NV9f"
  },
  "elements": [
    {
      "lastModifiedAt": 1701259792468,
      "followee": "urn:li:organizationalPage:123456",
      "edgeType": "MEMBER_FOLLOWS_ORGANIZATIONAL_PAGE"
    },
    {
      "lastModifiedAt": 1699980274432,
      "followee": "urn:li:organizationalPage:123456",
      "edgeType": "MEMBER_FOLLOWS_ORGANIZATIONAL_PAGE"
    }
  ]
}
```

Source: LinkedIn

Appendix M

Developer Survey Questions

Table Appendix M.1. Survey Questions For Developers

LinkedIn Pages Data Portability API - Developer Feedback

The purpose of this survey is to understand your experience applying to and using the new Pages Data Portability API. Your responses will be used to improve LinkedIn's developer products.

1. Have you obtained access to the Pages Data Portability API?

○ Yes

○ No

2. How satisfied are you with the features of the Pages Data Portability API?

Very dissatisfied	Dissatisfied	Neutral	Satisfied	Very satisfied
○	○	○	○	○

Comments

3. How satisfied are you with the documentation for the Pages Data Portability API?

Very dissatisfied	Satisfied	Neutral	Satisfied	Very satisfied
○	○	○	○	○

Comments

4. How satisfied were you with the application process for the Pages Data Portability API?

Very dissatisfied	Dissatisfied	Neutral	Satisfied	Very satisfied
○	○	○	○	○

Comments

5. What data or features do you wish the Pages Data Portability API supported?

6. Please share any additional feedback.

7. If you would be open to additional outreach by the LinkedIn Developer Team, please provide your email address.

Source: LinkedIn

Regarding Article 6(11)

560. Microsoft refers to **Section 2.3** below.

Regarding Article 6(12)

2.1.1. **The following statement confirming compliance with the obligation in line with Article 8(1) of Regulation (EU) 2022/1925:**

561. Microsoft confirms that as of the date of this report it has ensured compliance with the obligation laid down in Article 6(12) of the DMA, as applicable to the LinkedIn CPS.

2.1.2. **An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data[268] 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**

562. Article 6(12) of the DMA provides: "[t]*he gatekeeper shall apply fair, reasonable, and non-discriminatory general conditions of access for business users to its software application stores, online search engines and online social networking services listed in the designation decision.*" The gatekeeper "*shall publish general conditions of access, including an alternative dispute settlement mechanism*" that the Commission shall assess.

563. This section describes the LinkedIn CPS' compliance with the requirements of Article 6(12) of the DMA. **Section A** below details the content of the applicable terms and how they comply with Article 6(12) of the DMA. To achieve full compliance, LinkedIn added an alternative dispute resolution ("**ADR**") mechanism, which is discussed in **Section B** below.

A. **Compliance Of Existing Terms**

564. LinkedIn has always sought to publish FRAND conditions for access to its services. Access and use of the LinkedIn CPS by business users is governed by relevant portions of the User Agreement,[269] Privacy Policy, as well as by various other terms for specific use cases or applications set out below (collectively referred to as the "**Terms**").

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[268]   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.

[269]   *See* User Agreement.

565. LinkedIn welcomes the use of its services subject to limitations that seek to maintain a safe, trusted, and professional online social networking service. These limitations typically involve three overarching and necessary objectives:

    1) Complying with applicable laws and regulations;

    2) Maintaining the trust and security that members expect and require (*e.g.*, by preventing abuse, fraud, and spam by bad actors) as well as prioritizing protection of member data and privacy; and

    3) Ensuring that the LinkedIn CPS is used (and remains usable) for its intended purpose and mission as a professional online social networking service connecting the world's professionals to make them more productive and successful. Necessary conditions for achieving these goals include working within technical limitations to keep LinkedIn, including its website and app, functioning for members, as well as restricting content and uses that are inconsistent with the platform's professional nature (as detailed in the Professional Community Policies and Publishing Platform Guidelines, discussed further below).

566. In various instances throughout the Terms, LinkedIn retains discretion to limit the use of its services. Such discretion ensures that LinkedIn can act quickly and decisively against abusive behavior on its service. Such behavior is ever-evolving and could result in irreversible damage if not addressed in time, such as fraud. For instance, LinkedIn's Trust & Safety organization may be able to identify a cluster of accounts that it believes are fraudulent, spam, or otherwise abusive. The discretion afforded in the Terms enables LinkedIn to quickly take action against these clusters *en masse* as new threats emerge and adapt defenses without significant risk of having to litigate its decision under the Terms as a contract case. LinkedIn exercises its discretion based on the Professional Community Policies, which are intended to ensure member privacy and platform security and safety.

1. Terms Of Access Applicable To Business Users

567. Several provisions of the Terms define conditions of access specifically for business users. Different conditions apply to distinct types of business users depending on the services provided by the LinkedIn CPS. These include (i) Company Pages and (ii) LinkedIn paid subscriptions including Premium Career, Premium Business, Sales Navigator, and Recruiter services. These Terms form a specific layer of the LinkedIn CPS' general conditions of access for business users, and the following sections demonstrate that these Terms comply with the requirement that access conditions be FRAND under Article 6(12) of the DMA.

i. Company Pages

568. Business users of LinkedIn can engage with end users of LinkedIn through the use of Pages. Organizations, including businesses, non-profits, and governmental entities, may create Pages that serve as a profile for the organization and enable similar interactive features as a member profile on LinkedIn. Organizations can have one or more Admins (*i.e.*, LinkedIn members as Page administrators who manage the Page). Through its Page, an organization can make posts and comments and react to others'

posts, as well as share other content. They can also view analytics about their Page followers, collect leads through a Lead Generation Form, and create Product Pages to provide information about their products and services.

569.   **Description of the Terms.** Conditions for creating, maintaining, and using Pages on LinkedIn are governed by the Pages Terms.[270] The provision of analytics information from the Page Analytics tab is further subject to the Page Insights Joint Controller Addendum.[271]

570.   Under the Pages Terms, any organization can access Pages (or "**Business Services,**" as defined in the Pages Terms) by having an individual LinkedIn member register to serve as an Admin of the organization's Page. The only requirement to become an Admin when creating a Page is to be a registered LinkedIn member with correct contact information. Further information on how to register and become an Admin for Pages is available on the LinkedIn Help Center website.[272]

571.   Once a business user has registered and created a Page, maintaining access only requires that they agree to update the Page upon a change of control or name and to abide by certain basic "Content and Conduct" obligations, such as operating a lawful business or organization, complying with applicable laws in using LinkedIn, only posting truthful content that does not infringe on others' rights, using the Page for its intended purpose (*i.e.*, to identify and promote the named organization), and following the "Do's and Don'ts" and other terms applicable to all members set out in the User Agreement and global content policies, as explained further below.

572.   **Compliance with Article 6(12).** These Terms for accessing LinkedIn's Business Services allow broad access to any organization that wishes to create a Page and impose transparent obligations and limits only as needed in order to maintain the professional and safe environment that is LinkedIn's mission to create.

573.   The only limitations to the use of LinkedIn's Pages service are provided in Section 4 of the Pages Terms.[273] **Table 4** below reproduces each of these rules and explains how they comply with Article 6(12) of the DMA, as was already the case prior to the DMA compliance deadline of 7 March 2024.

Table 4. Compliance Of Section 4 Of Pages Terms With DMA Article 6(12)

Section 4 Of Pages Terms	Compliance
Any Administrator's identity and actions related to the Page may be visible to others, including visitors and other Administrators of the Page.	Similar to the requirement that all members use their real names and identities, visibility of Admins' identities and actions on their Pages serves LinkedIn's goal of maintaining a trusted and secure professional online social networking service. Obscuring this information would not only contravene that goal but also impose a

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[270]   *See* LinkedIn Pages Terms.

[271]   *See* Page Insights Joint Controller Addendum.

[272]   *See* Tagged in "Pages Admins and Permissions".

[273]   *See* LinkedIn Pages Terms.

Section 4 Of Pages Terms	Compliance
	burden on LinkedIn to create the functionality required to support isolating this information from other Admins of the Page and from visitors.
We may add or suspend any Administrator's access to the Business Services (including administration of the Page) at any time at our own discretion.	It is LinkedIn's policy and practice to exercise this discretion in a FRAND manner, especially in the case of Terms violations or other abuses on the LinkedIn CPS. Such level of discretion ensures that LinkedIn can act quickly and decisively against abusive behavior that could result in irreversible damage such as fraud. For example, if LinkedIn is receiving reports from one Admin that their Page has been hacked and that no one else should have access or that another Admin is abusing the Page to spam or defraud members, this term allows LinkedIn to remove the reported Admin while it investigates and resolves the situation.
We may change or discontinue any of our services, including Business Services. In addition, LinkedIn reserves the right to remove any Page on the Business Services at any time without notice, including all, or part of, the Page's content.	The first sentence of this limitation makes clear that LinkedIn may evolve its services over time to better serve its members and is not obligated to maintain the service in its existing form. The second sentence similarly provides LinkedIn with the discretion required to protect users from potentially abusive or fraudulent behavior and thereby maintain trust, security, and professionalism on its service.
We may modify the Page in accordance with our policies. For example, we may modify the Organization name on the Page and add clarification statements to the Page to address member confusion or conflicting trademark rights. In addition, we may (a) restrict any name change and have no obligations to perform any change, merger or other request, and (b) determine how name changes will be represented on profiles and on other references to the Organization on LinkedIn services.	This provision makes clear that LinkedIn may directly modify a Page as needed to comply with other LinkedIn policies discussed herein. In the example given, LinkedIn may need to modify an organization's name to ensure it remains compliant with applicable laws and that users are not confused to their detriment by a Page infringing on another entity's trademark. The ability to limit and control name changes serves the same purpose.
We are not obligated to publish any information or content on our Business Services (or other services) and can remove it in our sole discretion, with or without notice. LinkedIn may be required by law to remove certain information or content in certain countries.	As with the other terms above reserving discretion for LinkedIn, this limitation allows LinkedIn to act swiftly and decisively to remove content that has been flagged as violating other policies or which is degrading users' experience on the platform. As implied in the second sentence, often this may be necessary for LinkedIn to comply with applicable laws.
We do not promise to store or keep showing any information and content that You have posted.	As indicated in the User Agreement, LinkedIn is not a storage service and cannot take on the

Section 4 Of Pages Terms	Compliance
We have no obligation to store, maintain or provide You a copy of any content or information that You or others provide, except to the extent required by applicable laws and as noted in our Privacy Policy.	technical and financial burden of storing anything that an Admin or visitor may post to a Page unless doing so is necessary to comply with applicable laws.

Source: LinkedIn

ii.   LinkedIn Subscriptions

574.   LinkedIn offers enhanced features on the LinkedIn CPS to business users through its subscription-based Premium Career, Premium Business, Premium All-In-One, Premium Company Pages, Sales Navigator, and Recruiter services. Premium Business enables subscribers to boost their impact and build their business by providing features, such as company and industry insights, InMail credits, access to Learning courses, and unlimited browsing to search for new business prospects without restrictions. LinkedIn's Sales Navigator and Recruiter subscriptions are discussed further below.

575.   Conditions for users to access LinkedIn's subscriptions and their features (whether through the Premium, Sales Navigator, or Recruiter offerings) are set out in the User Agreement (Section 2.3), Refund Policy, and the Cancellation Policy. Enterprise access to Sales Navigator and Recruiter is further governed by the LinkedIn Subscription Agreement ("**LSA**"). LinkedIn regularly reviews and updates its LSA and Service Terms to improve transparency and address or reflect emerging issues. For example, the LSA was updated in February 2026 to clarify that "Fraudulent Activity" includes "*unauthorized automated access to the Services, creation or use of fake accounts, coordinated inauthentic engagement or other high-volume deceptive commercial activity, impersonation, or other harmful conduct.*"[274]

576.   Any LinkedIn member can purchase and access paid subscription services from LinkedIn. The only terms additional to those applicable for all members relate to the collection of payment for the paid services and how a subscription may be canceled and/or refunded in certain circumstances. The pricing structure or general terms of use for each type of LinkedIn subscriptions is consistent across business users, without regard to identity or whether a user competes with LinkedIn in any way. No prospective business users are turned away or prevented from accessing LinkedIn's subscription services unless they fail to pay the monthly subscription fee required of all LinkedIn subscribers or violate the terms of the User Agreement or terms referenced therein (such as the Professional Community Policies and Publishing Platform Guidelines). LinkedIn's Terms are already transparent and limit access only to the extent needed to protect members, comply with applicable laws, and manage / maintain LinkedIn's services.

- **Sales Navigator**

577.   Sales Navigator forms part of the LinkedIn CPS. It provides subscribers with enhanced features to discover, connect, and communicate with other members on LinkedIn and

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[274]   *See* LinkedIn Subscription Agreement, Section 5.4.

can be used together with the subscribers' CRM systems, such as Salesforce CRM, to provide lead recommendations, real-time sales updates, and unlimited search results for queries on the LinkedIn CPS.

578.   **Description of the Terms.** Access to Sales Navigator is governed by the Service Terms (Section 2.1), User Agreement, and/or LinkedIn Subscription Agreement, depending on the plan purchased.[275] Any business user may access Sales Navigator by purchasing a plan and agreeing to the applicable Terms, which state that the product may be used only to generate sales leads and that refunds will not be issued simply because the business user fails to use the value-added services during their contract term.

579.   **Compliance with Article 6(12).** The Service Terms specific to Sales Navigator apply to all business users and are designed to ensure that the product is used for its intended and marketed purpose. Therefore, these terms comply with the requirements of Article 6(12) of the DMA, as was already the case prior to the DMA compliance deadline of 7 March 2024. The other terms applicable to access Sales Navigator are discussed further below (with respect to the broadly applicable Terms).

- **Recruiter**

580.   Recruiter also forms part of the LinkedIn CPS. It enhances LinkedIn members' ability to search, discover, connect, and communicate with other members on the LinkedIn CPS. Access to LinkedIn Recruiter is likewise governed by the Service Terms (Sections 1.1 to 1.4) and the LSA.[276]

581.   **Description of the Terms.** Sections 1.1 to 1.3 of the Service Terms provide that the Recruiter services (*i.e.*, Recruiter Corporate, Recruiter Professional, and Recruiter Lite) may be used only for their intended purposes, which is to access and engage with the LinkedIn CPS to discover, connect, and communicate with LinkedIn members regarding career opportunities. Section 1.2 was updated in February 2026 to clarify requirements for Staffing Agencies to post jobs on behalf of third parties. Section 1.4 of the Service Terms provides "Additional Terms for Recruiter," which govern how seats may be reassigned, require Recruiter customers to ensure seat holders comply with the Recruiter InMail Policy (discussed below), and, importantly, requires that members' self-selected status as "Open to Work" remains confidential and not be disclosed to that member's current employer. Section 1.9 sets forth terms for LinkedIn Hiring Assistant.

582.   In addition, the Recruiter InMail Policy includes provisions designed to prevent spam for members.[277] As background, LinkedIn Subscriptions, such as Recruiter, enable subscribers to send "InMail" messages to other LinkedIn members with whom they lack sufficient connection to message otherwise (which is another limitation put in place to prevent spam on LinkedIn). The Recruiter InMail Policy seeks to ensure that the ability to send InMails is not abused and does not degrade the member experience – in other words, that "*communication through Recruiter is a positive experience for everyone*" and that the content shared through InMail "*add*[s] *to the LinkedIn*

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[275]   *See* LinkedIn Service Terms; and User Agreement.

[276]   *See* LinkedIn Service Terms.

[277]   *See* Recruiter and Recruiter Lite InMail Policy.

community in a constructive manner."[278] There are four tenets to the InMail Policy: "*Don't distribute unwanted or untargeted mass InMail messages*," "*Don't use InMail for marketing campaigns*," "*Don't use InMail as event invitations*," and "*All messages must follow the LinkedIn Professional Community Policies*." Violations of the policy may lead to restrictions on a Recruiter user's ability to send InMails or other restrictions on the Recruiter account.

583.   The InMail Policy also provides further transparency on how LinkedIn may filter or flag InMail messages, how LinkedIn notifies and handles users who have had multiple InMails flagged, and standards used to detect and prevent spam use of InMail. LinkedIn requires that users of InMail achieve a response rate of at least 13% (on 100 or more InMail messages – lower-volume senders are not affected) over any 14-day period. If a user's response rate drops below 13%, they first receive a warning with no action. For subsequent breaches of the 13% threshold, a user may be placed in an "InMail Improvement Period," which is detailed on a Help Page titled "InMail Improvement Period in Recruiter."[279]

584.   **Compliance with Article 6(12).** As was already the case prior to the DMA compliance deadline of 7 March 2024, these terms fulfill the requirements of Article 6(12) of the DMA. These provisions of the Terms apply to all users of Recruiter and Recruiter Lite. They are all necessary to maintain the trust, safety, and security that members expect and require (*e.g.*, InMail Policy to avoid unwanted spam) and/or to ensure that LinkedIn can provide its members with the services and value promised and expected, and that the Recruiter services are used for their intended purpose (*e.g.*, Service Terms).

2.   Terms Of Access Applying To All Users

585.   Other provisions in the Terms apply broadly to all users of the LinkedIn CPS such as the User Agreement (Section (i)) and the Privacy Policy (Section (ii)). The Professional Community Policies (Section (iii)) and the Publishing Platform Guidelines (Section (iv)) apply to any user contributing content to LinkedIn, whether in the form of posts, comments, messages, or other forms. These Terms thus form the foundation of LinkedIn's general conditions of access for business users and end users alike. As explained below, they are all compliant with Article 6(12) of the DMA.

i.   User Agreement

586.   **Description of the Terms.** Under the User Agreement, any individual aged 16 or older may register a LinkedIn account in their own real name, provided they are not already restricted by LinkedIn from using the services (generally based on past abuse or Terms violations), and may access the services as a member through that account. A member may be an employee using a subscription to, *e.g.*, Sales Navigator paid for by the employer. As mentioned above, all users, including business users, must abide by the terms of the User Agreement. In particular, Section 8 of the User Agreement defines the "Dos and Don'ts" that all users must abide by.[280] LinkedIn updated its User

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[278]   *See* Recruiter and Recruiter Lite InMail Policy.

[279]   *See* InMail Improvement Period in Recruiter.

[280]   *See* User Agreement - LinkedIn "Dos and Don'ts".

Agreement effective on 3 November 2025.[281] The material change for EEA-Based Members is that certain member data, including information from profiles and public posted content, can now be used to train GenAI models that enhance the member experience and better connect members to opportunities, unless members choose to opt out of having data used in this way. Use of LinkedIn is in no way conditioned on a member consenting to such use. This GenAI setting is distinct from the member's DMA consent settings.

587. **Compliance with Article 6(12).** As was already the case prior to the DMA compliance deadline of 7 March 2024, these rules comply with Article 6(12) of the DMA; they each reflect the need to maintain LinkedIn as a compliant, secure, safe, and trusted professional online social networking service. Every "Do" and "Don't" is necessary to achieve one or several of these goals which, as explained above, can also be thought of as: (i) legal and regulatory compliance; (ii) maintaining the trust and security for members as well as protecting members' data and privacy; and (iii) ensuring that LinkedIn is used (and remains usable) for its intended purpose.

- Section 8.1 of the User Agreement provides four rules that users must follow to comply with the Terms which, as explained below, are all consistent with Article 6(12) of the DMA, as was already the case prior to the DMA compliance deadline of 7 March 2024.

Table 5. Compliance Of Section 8.1 Of The User Agreement With DMA Article 6(12)

Do	Compliance
1. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, laws governing the content shared, and other applicable laws and regulatory requirements.	Necessary to ensure compliance with applicable laws and avoid potential legal or regulatory liability.
2. Provide accurate contact and identity information to us and keep it updated.	Necessary to ensure that LinkedIn can provide its members and customers with the services and value promised and expected, and that the LinkedIn CPS is used for (and remains usable for) its intended purpose.
3. Use your real name on your profile.	Necessary to maintain the trust, safety, and security that members expect and require.
4. Use the Services in a professional manner.	Necessary to maintain the trust, safety, and security that members expect and require. Necessary to ensure that LinkedIn can provide its members and customers with the services and value promised and expected, and that the

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[281]   *See* Updates to Our Terms and Data Use; and Updates to User Agreement and Privacy Policy.

Do	Compliance
	LinkedIn CPS is used for (and remains usable for) its intended purpose.

Source: LinkedIn

- Section 8.2 of the User Agreement provides 19 "Don'ts" for LinkedIn users. Each of these rules complies with Article 6(12) of the DMA, as was already the case prior to the DMA compliance deadline of 7 March 2024. The table below reflects updates to the User Agreement that became effective on 20 November 2024.

Table 6. Compliance Of Section 8.2 Of The User Agreement With DMA Article 6(12)

Don't	Compliance
1. Create a false identity on LinkedIn, misrepresent your identity, create a Member profile for anyone other than yourself (a real person), or use or attempt to use another's account (such as sharing log-in credentials or copying cookies).	Necessary to maintain the trust, safety, and security that members expect and require.
2. Develop, support or use software, devices, scripts, robots or any other means or processes (such as crawlers, browser plugins and add-ons or any other technology) to scrape or copy the Services, including profiles and other data from the Services.	Necessary to ensure compliance with applicable laws and avoid potential legal or regulatory liability. Necessary to maintain the trust, safety, and security that members expect and require.
3. Override any security feature or bypass or circumvent any access controls or use limits of the Services (such as search results, profiles, or videos).	Necessary to ensure compliance with applicable laws and avoid potential legal or regulatory liability. Necessary to maintain the trust, safety, and security that members expect and require. Necessary to ensure that LinkedIn can provide its members and customers with the services and value promised and expected, and that the LinkedIn CPS is used for (and remains usable for) its intended purpose.
4. Copy, use, display or distribute any information (including content) obtained from the Services, whether directly or through third parties (such as search tools or data aggregators or brokers), without the consent of the content owner (such as LinkedIn for content it owns).	Necessary to ensure compliance with applicable laws and avoid potential legal or regulatory liability. This provision ensures that LinkedIn is able to respect the copyright and trademark rights of its members and also protect and exercise LinkedIn's own copyright and trademark rights. Necessary to maintain the trust, safety, and security that members expect and require. Members may share information within their logged-in LinkedIn experience that they do not

Don't	Compliance
	wish or expect to be copied, disclosed, or distributed elsewhere, and this "Don't" ensures that LinkedIn can honor those members' wishes in their privacy settings or expectations based on LinkedIn's other Terms and Privacy Policy. Necessary to ensure that LinkedIn can provide its members and customers with the services and value promised and expected, and that the LinkedIn CPS is used for (and remains usable for) its intended purpose.
5. Disclose information that you do not have the consent to disclose (such as confidential information of others (including your employer).	Necessary to ensure compliance with applicable laws and avoid potential legal or regulatory liability. Necessary to maintain the trust, safety, and security that members expect and require.
6. Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets or other proprietary rights. For example, do not copy or distribute (except through the available sharing functionality) the posts or other content of others without their permission, which they may give by posting under a Creative Commons license.	Necessary to ensure compliance with applicable laws and avoid potential legal or regulatory liability.
7. Violate the intellectual property or other rights of LinkedIn, including, without limitation, (i) copying or distributing our learning videos or other materials or (ii) copying or distributing our technology, unless it is released under open source licenses; (iii) using the word "LinkedIn" or our logos in any business name, email, or URL except as provided in the Brand Guidelines.	Necessary to ensure compliance with applicable laws and avoid potential legal or regulatory liability.
8. Post (or otherwise share) anything that contains software viruses, worms, or any other harmful code.	Necessary to ensure compliance with applicable laws and avoid potential legal or regulatory liability. Necessary to maintain the trust, safety, and security that members expect and require.
9. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source.	Necessary to ensure compliance with applicable laws and avoid potential legal or regulatory liability. Necessary to maintain the trust, safety, and security that members expect and require.

Don't	Compliance
10. Imply or state that you are affiliated with or endorsed by LinkedIn without our express consent (e.g., representing yourself as an accredited LinkedIn trainer).	Necessary to ensure compliance with applicable laws and avoid potential legal or regulatory liability. Necessary to maintain the trust, safety, and security that members expect and require.
11. Rent, lease, loan, trade, sell/re-sell or otherwise monetize the Services or related data or access to the same, without LinkedIn's consent.	Necessary to ensure compliance with applicable laws and avoid potential legal or regulatory liability. Necessary to maintain the trust, safety, and security that members expect and require.
12. Deep-link to our Services for any purpose other than to promote your profile or a Group on our Services, without LinkedIn's consent.	Necessary to maintain the trust, safety, and security that members expect and require.
13. Use bots or other unauthorized automated methods to access the Services, add or download contacts, send or redirect messages, create, comment on, like, share, or re-share posts, or otherwise drive inauthentic engagement.	Necessary to maintain the trust, safety, and security that members expect and require.
14. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services.	Necessary to maintain the trust, safety, and security that members expect and require. Necessary to ensure that LinkedIn can provide its members and customers with the services and value promised and expected, and that the LinkedIn CPS is used for (and remains usable for) its intended purpose.
15. Overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services).	Necessary to maintain the trust, safety, and security that members expect and require. Necessary to ensure that LinkedIn can provide its members and customers with the services and value promised and expected, and that the LinkedIn CPS is used for (and remains usable for) its intended purpose.
16. Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, manipulating algorithms).	Necessary to maintain the trust, safety, and security that members expect and require. Necessary to ensure that LinkedIn can provide its members and customers with the services and value promised and expected, and that the LinkedIn CPS is used for (and remains usable for) its intended purpose.
17. Violate the Professional Community Policies, certain third-party terms where applicable, or	Necessary to ensure that LinkedIn can provide its members and customers with the services and

Don't	Compliance
any additional terms concerning a specific Service that are provided when you sign up for or start using such Service.	value promised and expected, and that the LinkedIn CPS is used for (and remains usable for) its intended purpose. Necessary to ensure that end users making use of integrations with Bing Maps, such as the "Your Commute" feature that makes it easy for job hunters to see the commute time to various jobs they are viewing.
18. Use our Services to do anything that is unlawful, misleading, discriminatory, or fraudulent.	Necessary to ensure compliance with applicable laws and avoid potential legal or regulatory liability. Necessary to maintain the trust, safety, and security that members expect and require.
19. Misuse our reporting or appeals process, including by submitting duplicative, fraudulent or unfounded reports, complaints or appeals.	Necessary to ensure that LinkedIn can provide its members and customers with the services and value promised and expected, and that the LinkedIn CPS is used for (and remains usable for) its intended purpose. Necessary to maintain the trust, safety, and security that members expect and require without excessive artificial burdens created by abuse or misuse of the reporting or appeals processes.

Source: LinkedIn

588. In the same vein, LinkedIn only limits use of its services, or reserves discretion to do so, in furtherance of its three primary objectives discussed above. Some broadly applied limitations are necessary for technical reasons to keep the LinkedIn CPS performing reliably for members. For instance, in the User Agreement (Section 3.4), LinkedIn reserves the right to limit a member's number of connections, and to date it has only done so for technical reasons, with a generous limit of 30,000 connections per user.

589. Other restrictions, suspensions, and account terminations occur in response to violations of the Terms (typically detected through automated methods and models) or applicable law. For example, LinkedIn reserves the right to restrict a member's ability to contact other members (Section 3.4 of the User Agreement) because messaging is a key vector of abuse on the LinkedIn CPS. Limiting the volume and velocity of messages is necessary to prevent spam and abuse and occurs as part of LinkedIn's abuse prevention and response models. In the absence of excessive volume or velocity, members may send unlimited free messages to connections within their network and may upgrade to one of the premium services discussed above to message members with whom they lack a connection.

590. Reviewers on LinkedIn's Trust & Safety team rely on internal guidance that provide further detail on the contours of the "Do's and Don'ts" so that application is as

consistent as possible. This guidance is not made public because doing so would provide a roadmap for bad actors on how to evade LinkedIn's defenses and processes.

591. Violations of the "Do's and Don'ts" may result in restrictions on a member's account. A Help Center page titled "Account restrictions" details the potential reasons that an account may be restricted.[282] Most reasons relate to violations of not just the User Agreement but also the Professional Community Policies referenced within the User Agreement (discussed below), which provide more specific guidance on how members should conduct themselves and the content they may post on LinkedIn.

592. Terms violations are grouped into: (i) "Content violations" based on content created / posted on LinkedIn; (ii) "Profile violations" based on a member's profile name, photos, and Experience / Education fields; (iii) "Identity violations" based on whether a member is using their "true identity," providing "accurate information about themselves or their organization," and sharing only "real and authentic" information; and (iv) "Automated tools violations," which relate to the "use of third-party software or browser extensions that scrape, modify the appearance of, or automate activity on LinkedIn's website." There is an appeal process whereby members may appeal any restrictions placed on their content or account. Further, LinkedIn Help Center articles, such as "*How we enforce our Professional Community Policies*"[283] and "*Automated activity on LinkedIn,*"[284] provide members with clear guidance on what to do if their account is restricted.

ii. Privacy Policy

593. **Description of the Terms.** The Privacy Policy applies to all LinkedIn members and guests, including business users, and explains what personal data LinkedIn collects and uses, how they are used, how they are shared, and the user's choices and obligations related to these. The Privacy Policy includes five sections providing: (i) the personal data collected by LinkedIn; (ii) how LinkedIn uses the data; (iii) how LinkedIn shares personal information; (iv) the user's choices and how to exercise their rights; and (v) other important information on data processing, security, privacy, and contact information.[285] The Privacy Policy was updated in September 2025, effective 3 November 2025, to reflect that certain EEA-Based Member data, including profile data and posted content, may now be used to train GenAI models that enhance the member experience and better connect members to opportunities, unless the member opts out of having their data used in this way.[286] Corresponding updates were made to LinkedIn's European Regional Privacy Notice, which supplements the Privacy Policy and provides consolidated and easily accessible information for EEA-Based Members about LinkedIn's uses of personal data, LinkedIn's lawful bases for use of member data, and EEA-Based Members' rights with respect to their data. The European Regional Privacy Notice is accessed via a link at the top of the global Privacy Policy.[287] Outside the EEA,

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[282]   *See* Account restrictions.

[283]   *See* How we enforce our Professional Community Policies.

[284]   *See* Automated activity on LinkedIn.

[285]   *See* Privacy Policy.

[286]   *See* Updates to Our Terms and Data Use; and Updates to User Agreement and Privacy Policy.

[287]   *See* LinkedIn European Regional Privacy Notice.

other key changes to the global Privacy Policy clarified how LinkedIn and Microsoft expanded the types of non-EEA-Based Member data shared with each other to make LinkedIn and Microsoft advertising more targeted and relevant, but there has been no such change for EEA-Based Members.

594. **Compliance with Article 6(12).** As was already the case prior to the DMA compliance deadline of 7 March 2024, LinkedIn's Privacy Policy terms apply equally to all members using LinkedIn services on behalf of a business, regardless of whether they are in competition with LinkedIn; they clearly establish how user data is processed and how users may control their data and they are reasonable and necessary to maintain trust and security while providing users with the value and services they expect, and which LinkedIn exists to provide. In particular, LinkedIn notes the following:

- Section 1 "Data We Collect" explains that, when registering, users need to provide their name, email address and/or mobile number, general location (*e.g.*, city), and create a password. Premium subscribers, which may include business users, also need to provide payment and billing information.

- Section 2 "How We Use Your Data" explains how LinkedIn's use of data may depend on the services used, how they are used, and the user's own choices in their settings.

- Section 3 "How We Share Information" explains how user information is shared on LinkedIn's online social networking service.

  o In particular, the section on Enterprise Accounts explains to business users that their employer may review and manage their use of enterprise services and that LinkedIn will ask for permission to share with the employer certain data from the employee's profile or use of LinkedIn services. LinkedIn commits not to share information about certain activities such as job hunting with a user's employer.

- Section 4 "Your Choices and Obligations" explains LinkedIn's general data retention practices and the user's rights to access and control their personal data.

- Section 5 "Other Important Information" makes clear that LinkedIn will only collect and process personal data where it has lawful bases for doing so.

  iii.   Professional Community Policies

595. **Description of the Terms.** The User Agreement incorporates LinkedIn's Professional Community Policies, which exist to ensure that the content users contribute "*add(s) to the LinkedIn community in a constructive manner*" and to explain in detail what that means. The conditions set out in the policies, in short, are listed below:[288]

- Do not post harassing content;

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[288]   Further explanation of what is meant by each restriction is detailed in the Professional Community Policies. *See* Professional Community Policies. The Policies were updated in November 2025 to provide clarity about limited cases in which content that otherwise violates

- Do not threaten, incite, or promote violence;

- Do not share material depicting the exploitation of children;

- Do not promote, sell or attempt to purchase illegal or dangerous goods or services;

- Do not share content promoting dangerous organizations or individuals (specifically terrorist organizations or violent extremists groups or individuals who affiliate with them);

- Do not share false or misleading content;

- Do not create a fake profile or falsify information about yourself;

- Do not scam, defraud, deceive others;

- Do not be hateful;

- Do not engage in sexual innuendos or unwanted advances;

- Do not share harmful or shocking material (as defined in a detailed list that includes topics such as prostitution, drug abuse, criminal activity, human trafficking, self-mutilation, nudity, and sexual activity); and

- Do not spam members on the service (explained as "*untargeted, irrelevant, obviously unwanted, unauthorized, inappropriately commercial or promotional, or gratuitously repetitive messages or similar content*" or "*over us*[ing] *the invitation feature to send promotional messages to people you don't know*").

596. **Compliance with Article 6(12).** The Professional Community Policies provide transparency and predictability over how content will be assessed and what content will be considered to violate LinkedIn's Terms. LinkedIn also provides additional Help Center articles to help users understand "[h]*ow we enforce our Professional Community Policies.*"[289] As explained in that article, when LinkedIn enforces its Professional Community Policies, it typically sends a notice to the user that explains how the content violates the Terms and the action that is being taken. The user then has an opportunity to submit an appeal.

597. As was already the case prior to the DMA compliance deadline of 7 March 2024, the Professional Community Policies apply equally to all members and do not discriminate in any way, including on the basis of whether a user competes with any LinkedIn product or service. Like the "Do's and Don'ts" of Section 8 of the User Agreement discussed above, these Terms each relate to maintaining a safe, trusted, and professional online social networking service.

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the policies may be allowed to remain due to its educational or newsworthy value. *See* Updates to our Professional Community Policies.

[289]   *See* How we enforce our Professional Community Policies.

598.   Internal guidance provides reviewers on LinkedIn's Trust & Safety team with further detail on the contours of the Professional Community Policies so that application is as consistent as possible with little room for discretion.

599.   The Professional Community Policies provide for an appeal process whereby members may appeal any restrictions placed on their content or account, and the policies also typically do not provide for permanent account-level restriction unless there are "[r]*epeated or egregious offenses.*" The previously-mentioned Help Center article on "*How we enforce our Professional Community Policies*" explains what is meant by "egregious" with the examples of "*child sexual abuse material, terrorism, extremely violent content,* [and] *egregious sexual harassment.*"

        iv.   <u>Publishing Platform Guidelines</u>

600.   **Description of the Terms.** The Professional Community Policies reference the Publishing Platform Guidelines, which are addressed at users contributing content to LinkedIn's publishing platform, most often in the form of posts or article, sharing knowledge and expertise with other members of the LinkedIn community. The Publishing Platform Guidelines currently include the requirements set out below:

- "*Content published on LinkedIn's publishing platform remains your work. You own the rights to any original articles you publish.*

- *You can request the <u>deletion of your content</u> from our platform at any time.*

- *LinkedIn can distribute your content, annotate your content (e.g., to highlight that your views may not be the views of LinkedIn), and sell advertising on pages where your content appears.*

- *Expect that your articles will be publicly available and can be shared.*

- *Postings for job openings or for job opportunities don't belong on our publishing platform. Learn more about <u>posting a job on LinkedIn</u>.*

- *Advertisements and promotions for events, products, or services aren't appropriate content for article publishing. Advertisements can be purchased <u>using LinkedIn Marketing Solutions</u>.*

- *Remember to be professional and don't post anything misleading, fraudulent, obscene, threatening, hateful, defamatory, discriminatory, or illegal.*

- *You're responsible for the content of your articles, including any harm caused by you to others, or harm caused to you through your use of this service.*

- *LinkedIn may restrict, suspend, or terminate your LinkedIn account and/or disable your articles for any violation of the User Agreement. Please refer to our <u>User Agreement</u> for full details.*

- *LinkedIn will disable accounts found using infringing content.*"[290]

601. **Compliance with Article 6(12).** The Publishing Platform Guidelines discourage users from publishing anything they do not have permission to share, which is necessary to respect copyright law and ensure legal compliance. As was already the case prior to the DMA compliance deadline of 7 March 2024, the Publishing Platform Guidelines apply equally to all users publishing content on the LinkedIn CPS and do not discriminate in any way against competitors or any other type of users. They are fair and reasonable because the only restrictions included are necessary to ensure compliance with applicable laws, maintain user trust and security, and ensure LinkedIn is used for (and remains usable for) its intended purpose of connecting professionals to make them more productive and successful.

B. The Creation Of An Alternative Dispute Resolution Mechanism

602. Prior to the DMA compliance deadline of 7 March 2024, LinkedIn's Terms contemplated that EU residents could obtain recourse before the competent courts to resolve any dispute arising under the Terms. The User Agreement provided that "[i]*f you live in the Designated Countries, the laws of Ireland govern all claims related to LinkedIn's provision of the Services, but this shall not deprive you of the mandatory consumer protections under the law of the country to which we direct your Services where you have habitual residence. With respect to jurisdiction, you and LinkedIn agree to choose the courts of the country to which we direct your Services where you have habitual residence for all disputes arising out of or relating to this User Agreement, or in the alternative, you may choose the responsible court in Ireland.*"

603. In order to achieve full compliance for the initial DMA compliance deadline of 7 March 2024, LinkedIn introduced the ADR mechanism required in Article 6(12) of the DMA for its eligible business users residing in the EEA. LinkedIn updated the language of Section 6 of its User Agreement to provide,[291] "*If you are a business user within the scope of Article 6(12) of the EU Digital Markets Act ("DMA") and have a dispute arising out of or in connection with Article 6(12) of the DMA, you may also utilize the alternative dispute resolution mechanism available in the Help Center.*"[292] The Help Center page incorporated by reference and titled "Alternative Dispute Resolution under Article 6(12) of the EU Digital Markets Act" provides as follows:

> "*In the event of any dispute arising out of or in connection with Article 6(12) of the EU Digital Markets Act, a business user established in the EEA or Switzerland and entitled to fair, reasonable, and non-discriminatory access under Article 6(12) shall notify LinkedIn of its intent to invoke the required alternative dispute settlement mechanism through the form available below. Upon such notice, the parties shall engage in good faith negotiations for a period of 30 days. If no settlement has been reached at that time and no extension is agreed, the parties shall first refer the dispute to proceedings under the International Chamber of Commerce (ICC) Mediation Rules, and shall jointly nominate a mediator selected from the current list*

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[290]   *See* Publishing platform guidelines.

[291]   *See* User Agreement - Governing Law and Dispute Resolution.

[292]   The words "Help Center" include a hyperlink to Contact LinkedIn support - Alternative Dispute Resolution under Article 6(12) of the EU Digital Markets Act.

of mediators on LinkedIn's <u>website</u>. In the absence of agreement by the parties on a mediator, the mediator shall be appointed in accordance with Article 5 of the ICC Mediation Rules. If the dispute has not been settled pursuant to the said Rules within 60 days following the filing of a Request for Mediation in accordance with Article 2 of the ICC Mediation Rules or within such other period as the parties may agree in writing, such dispute shall thereafter be finally settled before judicial authorities in accordance with Union and national laws.

LinkedIn shall bear the costs of the mediator unless the mediator finds that the user failed to negotiate in good faith to settle the dispute without mediation, or that the business user's claim of Article 6(12) violation by LinkedIn was so lacking in reasonable basis as to constitute abuse of the mechanism. In such case, the mediator may direct the business user to reimburse LinkedIn for expenses reasonably incurred in connection with the business user's claim under Article 6(12). By initiating mediation proceedings under this section, user agrees that it will abide by the decision of the mediator and that it may not initiate further proceedings based on the same alleged violation of Article 6(12)."

604. Business users interested in invoking the ADR mechanism are asked for the following information listed in **Table 7** to assist in expedient processing of their dispute. The form was updated in December 2025 to address high-volume misuse of the form for other purposes and facilitate more efficient processing of submissions by eligible business users raising disputes under Article 6(12) of the DMA. In addition, to revising the top two fields and removing fields for phone number and mailing address, LinkedIn now asks the user to complete all fields of the form and pass a reCAPTCHA robot check.

Table 7. Form For Business Users To Invoke The ADR Mechanism

Name of Business User and Business/Organization	[▪]
Address of Business User	[▪]
Country of Business User Residence	[▪]
Name of Individual(s) to Be Contacted Regarding this Complaint	[▪]
Email Address(es)	[▪]
Date or Date Range of Relevant Events	[▪]
Please describe, in as much detail as possible, your basis for submitting this form regarding whether LinkedIn has applied or is applying "*fair, reasonable, and non-discriminatory general conditions of access for business users*" of its social networking service.	[▪]
Please check the box if, by submitting this form, you wish to officially initiate the alternative dispute resolution process required by Article 6(12) of the Digital Markets Act. You may initiate this	[▪]

process at a later time and do not forgo the right to do so if you leave the box empty at this time.	
Please identify a satisfactory way in which LinkedIn could resolve this issue, and describe in as much detail as possible the key aspects of that resolution.	[■]
Please provide the name, title, and department (where known or available) of any LinkedIn employees or representatives that you have contacted or been in communication with about this issue, as well as the dates of contact if available.	[■]

Source: LinkedIn

605.   Business users are able to invoke the ADR mechanism through the page and form above, as well as through the DMAfeedback@microsoft.com email address supplied on the Microsoft DMA compliance website.[293] The ADR mechanism is available to all business users within the scope of Article 6(12) of the DMA, including users of company / organization Pages, Sales Navigator, and Recruiter who reside within the EEA according to their LinkedIn member profile information. No matters have been referred to mediation at the time of this report.

ii)   **specific information (including, if applicable, data points, visual illustrations and recorded demos[294]) 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;**

606.   Microsoft refers to **Section 2.1.2 (i)** for a description of the relevant situation prior to the DMA, as well as the creation of the ADR mechanism for DMA compliance of the LinkedIn CPS with Article 6(12) of the DMA.

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

607.   The measure described in **Section 2.1.2 (i)** above was implemented or maintained by the DMA compliance deadline.

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

608.   Microsoft refers to **Section 2.1.2 (i)** for a description of the scope of the creation of the ADR mechanism ensuring the LinkedIn CPS' compliance with Article 6(12) of the DMA.

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293   *See* Microsoft Legal - Microsoft's Compliance with the DMA.

294   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);**

609. The ADR mechanism described in **<u>Section 2.1.2 (i)</u>** applies to all relevant business users who reside within the EEA based on their LinkedIn member profile information, as determined according to their LinkedIn member profile information.

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);**

610. 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,[295] consent forms,[296] warning messages, system updates, functionalities available, or customer journey to access functionalities[297]);**

611. Microsoft refers to **<u>Section 2.1.2 (i)</u>** for a description of any changes made to the customer experience, as defined in this section, in connection with the creation of the ADR mechanism to comply with Article 6(12) of the DMA, as applicable to the LinkedIn CPS.

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);**

612. Microsoft refers to **<u>Section 2.1.2 (i)</u>** for a description of any changes made to the terms and conditions provided to business users, in connection with the creation of the ADR

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[295] 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.

[296] 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.

[297] 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.

mechanism to comply with Article 6(12) of the DMA, as applicable to the LinkedIn CPS.

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

613. All changes related to the creation of the ADR mechanism to comply with Article 6(12) of the DMA, as applicable to the LinkedIn CPS, are described in the above sections.

i) **any consultation[298] 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;**

614. LinkedIn has not consulted with end users, business users, or any interested parties.

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

615. LinkedIn has not involved external consultants in the elaboration of the measure.

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;**

616. No alternative measures were considered because Article 6(12) of the DMA specifically requires the addition of an ADR mechanism.

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;**

617. Microsoft refers to **Section 2.1.2 (i)-Section B** above for a description of how business users may find information about the ADR mechanism.

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

618. None.

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[298] This information should include a description of the methodology for the consultation.

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;**

619. None.

o) **any type of market analysis or testing (in particular A/B testing[299]), business user surveys or consumer surveys or end user consent rates,[300] that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[301]**

620. LinkedIn has not carried out any market analysis or testing, or surveys.

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;[302]**

621. LinkedIn has not carried out any market analysis or testing, or surveys.

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;**

622. Microsoft refers to the introduction of the Compliance Report. Microsoft believes that the transparent nature of LinkedIn is the most relevant indicator that the objectives of the DMA are being achieved. Nonetheless, Microsoft remains open to discussing any additional indicators or data that would assist the Commission in its assessment whether a particular measure is effective in achieving the objectives of the DMA, taking into consideration the pre-existing measures of LinkedIn.

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[299] 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.

[300] 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)).

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

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

r) **any relevant data**[303] **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;**

623. As outlined in **Section 2.1.2 (ii) (q)** above, Microsoft remains open to discussing any indicators or data that would assist the Commission in its assessment whether a particular measure is effective in achieving the objectives of the DMA. In assessing such metrics, it will be important to consider whether the pre-existing design and operation of the platform was largely consistent with the provisions in question or whether significant changes were required. In the former circumstance one would not expect to see measurable changes in end user or business user behavior and metrics may not be indicative of effectiveness.

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

624. Microsoft remains open to discussing any indicators and ways to monitor those indicators that would assist the Commission in its assessment of whether a particular measure is effective in achieving the objectives of the DMA, including metrics that track the choices made by users under mechanisms required by the DMA such as consent rates, installing and setting applications as the default, use of data portability mechanisms, or others.

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).**

625. None.

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

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:**

626. Microsoft confirms that as of the date of this report it has ensured compliance with the obligation laid down in Article 6(13) of the DMA, as applicable to the LinkedIn CPS.

2.1.2. **An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data[304] 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**

627. Article 6(13) of the DMA provides: "[t]*he gatekeeper shall not have general conditions for terminating the provision of a core platform service that are disproportionate.*" The gatekeeper "*shall ensure that the conditions of termination can be exercised without undue difficulty.*"

628. Article 6(13) therefore requires Microsoft to not have general conditions for terminating the provision of a CPS, such as the LinkedIn CPS in this case, that are disproportionate. Microsoft must also ensure that the conditions of termination can be exercised without undue difficulty.

629. The section below details the measures LinkedIn provides to users to ensure that cancellation processes related to the LinkedIn CPS comply with Article 6(13) of the DMA. None of these measures were put in place for the purposes of complying with the DMA.

630. **LinkedIn Basic Accounts.** LinkedIn members can close their basic (free) LinkedIn accounts at any time by taking just a few simple steps in their LinkedIn settings:

- Under the "Account management" section of the "Account preferences" section of their Settings & Privacy screen, click "Close and delete account;"

- Click "continue" on the next screen;

- Check the reason for closing the LinkedIn account and click "Next;" then

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[304] 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.

- Enter the LinkedIn account password and click "Close account."[305]

631. This is a simple termination process that meets the standard in Article 6(13) of the DMA.

632. **Online LinkedIn Subscriptions.** Individual LinkedIn members can purchase Premium subscriptions online. Businesses can purchase enterprise products and services of the LinkedIn CPS – Sales Navigator and Recruiter – online. For all online subscriptions, LinkedIn subscribers may cancel by using a simple cancellation flow:

- Accessing Settings and clicking "Manage Premium account;"

- Clicking "Cancel subscription;" and

- Clicking "Confirm cancel."

633. LinkedIn provides a visual map of this flow below:[306]

Figure 65. Step One: Access Settings And Click "Manage Premium Account"
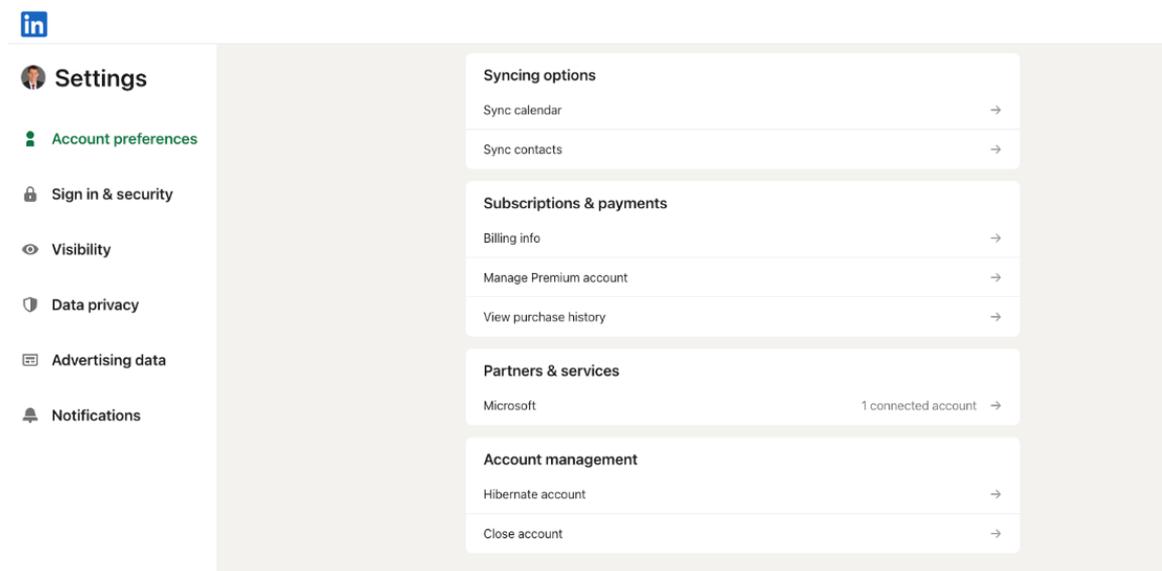
Source: LinkedIn

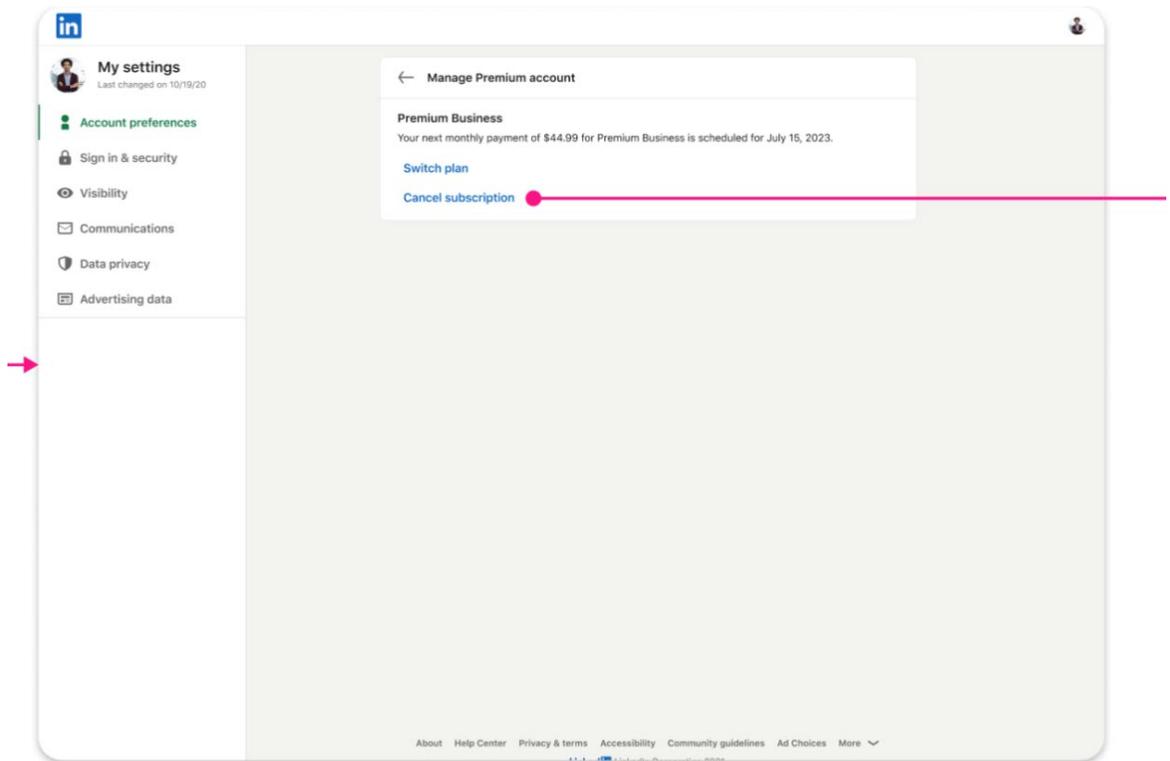[305] For more information, *see* Close and delete your LinkedIn account.

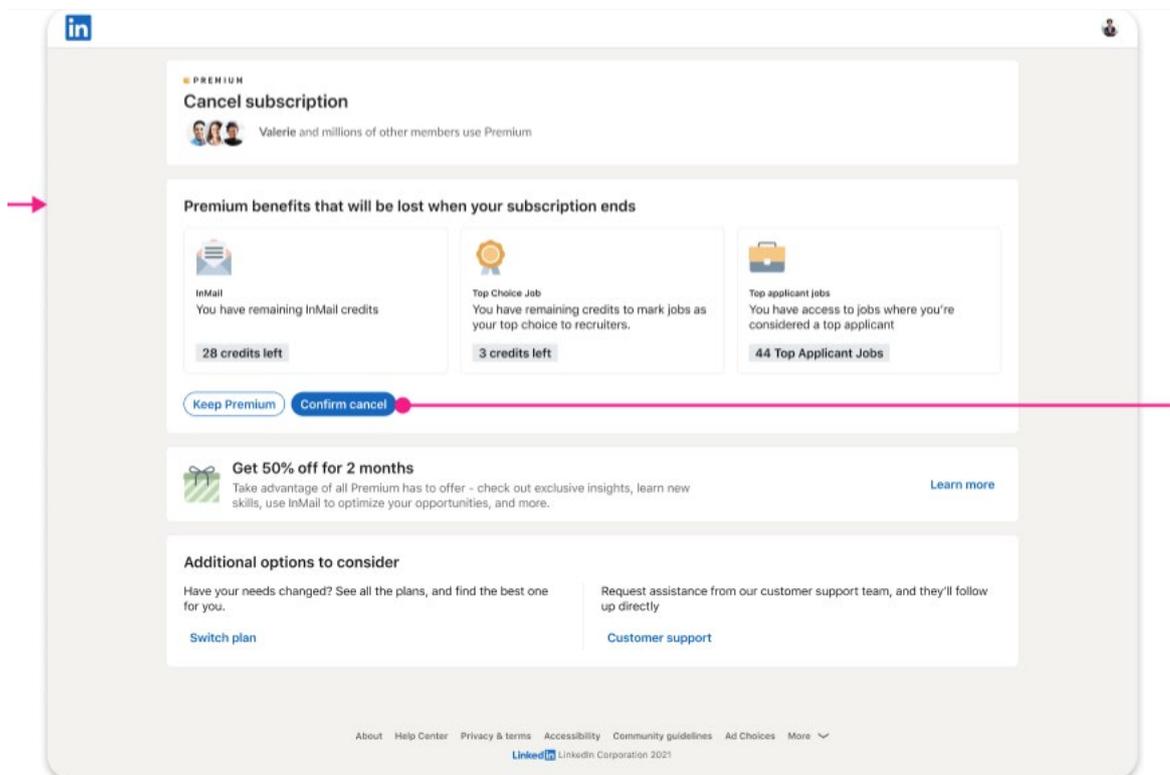[306] Please note that for technical and operational reasons, some members may experience slight variants of this flow. Any variations are not material differences.

Figure 66. Step Two: Click "Cancel Subscription"

Source: LinkedIn

Figure 67. Step Three: Click "Confirm Cancel"

Source: LinkedIn

Figure 68. Confirmation Screen
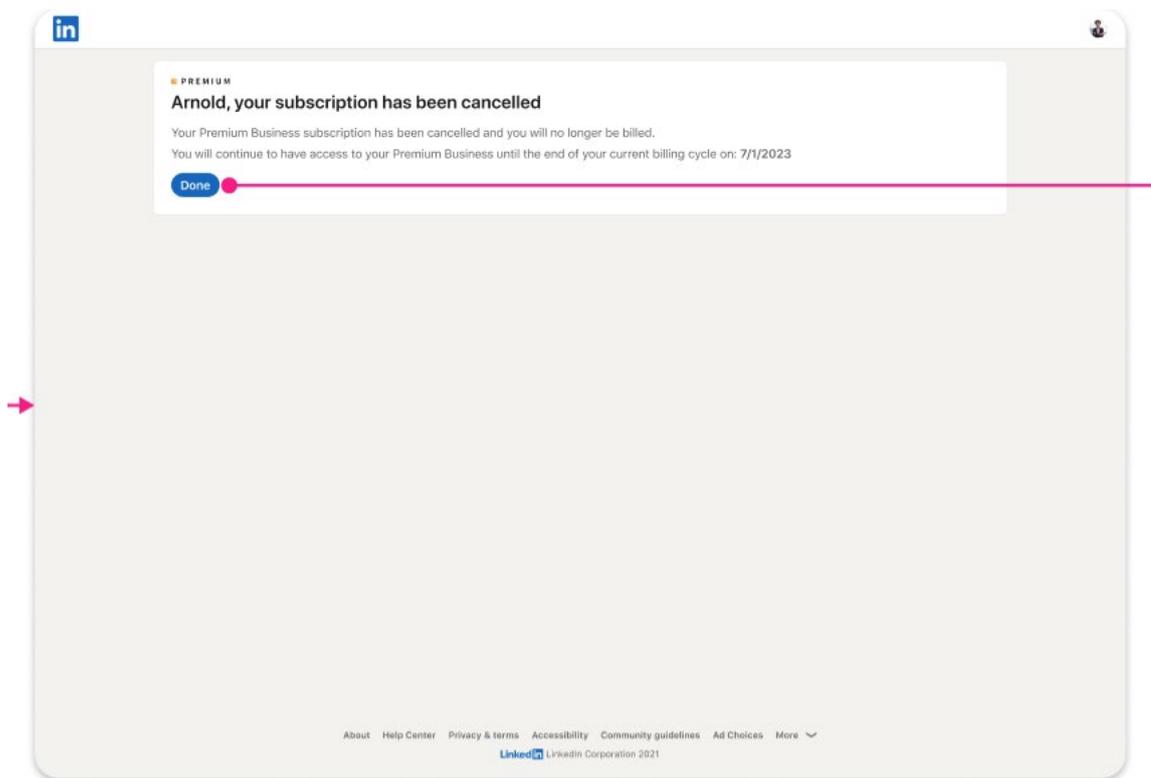
Source: LinkedIn

634.   As of March 2025, this cancellation flow applies for all online subscriptions in the EEA.

635.   **Offline LinkedIn Subscriptions.** Subscriptions can also be purchased offline by Sales Navigator and Recruiter enterprise customers under terms and contracts that typically include the standard termination provision in the LinkedIn Subscription Agreement or privately negotiated terms.[307]

    ii)   specific information (including, if applicable, data points, visual illustrations and recorded demos[308]) 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;

636.   None.

    b)   when the measure was implemented;

637.   None.

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[307]   *See* LinkedIn Subscription Agreement, LinkedIn Subscription Agreement.

[308]   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;**

638.   None.

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

639.   None.

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);**

640.   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,[309] consent forms,[310] warning messages, system updates, functionalities available, or customer journey to access functionalities[311]);**

641.   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 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);**

642.   None.

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[309]   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.

[310]   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.

[311]   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.

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

643. None.

i) **any consultation[312] 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;**

644. 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;**

645. 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;**

646. 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;**

647. None.

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

648. None.

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**

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[312] This information should include a description of the methodology for the consultation.

strictly necessary and justified and there are no less restrictive means to achieve these goals;

649. None.

    o)   any type of market analysis or testing (in particular A/B testing[313]), business user surveys or consumer surveys or end user consent rates,[314] that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[315]

650. 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;[316]

651. 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;

652. None.

    r)   any relevant data[317] 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

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[313]   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.

[314]   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)).

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

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

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

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;

653. None.

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

654. 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).**

655. None.

Regarding Article 7

656. Microsoft refers to **Section 2.3** below.

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).[318]

657.   From 6 September 2023, Microsoft has been taking steps to assess and assure compliance with the obligations and restrictions imposed by the DMA. Under Article 28 of the DMA, Microsoft established its DMA Compliance Function, and identified a senior manager as its Head of the DMA Compliance Function. Microsoft also created a DMA Management Body, including senior corporate executives, such as Microsoft's President and Vice Chair, the Executive Vice President responsible for Windows, and the Chief Executive Officer of LinkedIn, to ensure proper oversight and execution of Microsoft's obligations.

658.   As authorized by the Management Body, Microsoft's DMA Compliance Function, and the engineering and business teams relevant for the CPSs, have implemented and continue to maintain and enhance monitoring and tracking measures to ensure Microsoft's ongoing compliance with the DMA. Microsoft maintains and updates the list of Directly Responsible Individuals ("**DRIs**") for each obligation at each CPS. The DRIs are required to oversee the product and engineering changes necessary to comply with the DMA, and also ensure that each CPS remains compliant with the DMA over time, including in the context of modifications, development of new functionalities and other changes to each CPS. The DMA Compliance Function meets regularly with the DRIs to oversee their work and assess the state of DMA compliance execution, including by periodically reviewing processes and procedures. The DMA Compliance Function and the DRIs work together with engineering and other teams to advise on new and existing processes and procedures to ensure that each CPS remains compliant with the DMA. The DRIs are required to attest periodically to their monitoring and assessment activities, and these attestations are maintained and evaluated by the DMA Compliance Function.

659.   Microsoft has created and continues to maintain and manage a DMA Compliance website – https://www.microsoft.com/en-us/legal/compliance/dmacompliance – with information about its DMA compliance program, which includes a link to the public version of Microsoft's DMA Compliance Report as well a "Share DMA Compliance feedback with Microsoft" link through which third parties can provide feedback. This mechanism allows Microsoft to gather and assess feedback relating to the effectiveness and completeness of its compliance efforts. Microsoft also established a dedicated process to request interoperability support, available at https://support.microsoft.com/en-us/topic/how-to-submit-a-dma-request-for-windows-data-or-interoperability-1604e103-6c75-40f1-a56f-7fad0fe8ef8a. The DMA

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[318]   Microsoft includes information in this submission annex for **Sections 2.1.3-2.1.5**, in line with the instructions in the Commission's compliance report template under Article 11 of the DMA. Microsoft, however, notes that these sections in particular fall under the Microsoft DMA Compliance Function's realm and supervision.

Compliance Function routinely works with other intake channel owners to monitor and address any DMA related feedback.

660. Training is also an important part of Microsoft's DMA compliance activities. Microsoft has developed and implemented an overview of the DMA in the company-wide compulsory annual training, as well as DMA-related training for employees working on each CPS, including specific and tailored training programs targeting several critical groups: (i) DRIs; (ii) customer support teams; (iii) teams managing and orchestrating customer and partner feedback intake channels; and (iv) investigation teams. All training programs provide an overview of the DMA, the role of the DMA Compliance Function, and explain the responsibilities of the relevant audience relative to Microsoft's obligations under the DMA. The training for DRIs contains additional detail with respect to Microsoft's obligations and DRIs' accountabilities, and the training for employees with customer-facing and feedback-intake roles includes guidance on how to handle DMA-related feedback, including the appropriate escalation paths to ensure that such feedback is routed to the DMA Compliance Function for initial vetting.

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.

661. The Microsoft Management Body convenes as often as is necessary, but at least three times a year, to monitor and assess Microsoft's compliance with the DMA. The Head of the DMA Compliance Function provides updates to the Management Body during the meetings and also on an *ad hoc* basis via email about the DMA Compliance Function's activities and engagement with the Commission. Some of the temporary technology incidents that have been relevant to Microsoft's compliance measures (including reporting to the Commission and the mitigation steps taken) have been reported to the Management Body on an *ad hoc* basis. Microsoft provides, for completeness, the following **Table 8** identifying presentations to the Management Body, and refers to **Annex 2.1** [CONFIDENTIAL] for information identifying incident notifications by the Head of the DMA Compliance Function to the Management Body, in the period since 7 March 2025 until the 2026 DMA Compliance Report deadline.

Table 8. Presentations By The Microsoft DMA Compliance Function To The Management Body Since 7 March 2025

26 June 2025 Management Body Meeting	
Presentation Prepared By The Head Of The DMA Compliance Function	**The Management Body's Actions**
PowerPoint Presentation The presentation provided the 29 January 2025 Management Body Meeting Minutes for review and consideration; an update on Microsoft's	At this meeting, the Management Body: • Reviewed, approved, and adopted the Minutes of its 29 January 2025 Meeting;

engagement with the Commission; an update on DMA Compliance risks as well as the DMA Compliance Function's efforts to monitor and test DMA Compliance using a testing program. The Management Body also considered a resolution approving Microsoft's strategies and policies to take up, manage, and monitor compliance with the DMA.	- Reviewed and discussed Microsoft's engagements with the Commission; - Reviewed and discussed updates on potential DMA Compliance risks that the DMA Compliance Function previously disclosed to the Management Body; - Reviewed and discussed the status of the DMA Compliance Function's monitoring and testing of compliance with the DMA; and - Unanimously adopted a resolution that the policies and strategies developed as of 26 June 2025 in addition to the policies and strategies developed and approved as of 2 February 2024, be approved as being consistent with Microsoft's obligations under the DMA.
Minutes of the Meeting The DMA Compliance Function tracked the discussions and decisions of the Management Body, and produced minutes reflecting the Management Body's review and approval of the 29 January 2025 Meeting Minutes and of one resolution, including the approval of the Microsoft's DMA Compliance Strategies, as required by Article 28(8) of the DMA; update on Microsoft's engagement with the Commission; update on the DMA Compliance risks that the DMA Compliance Functions disclosed to the Management Body in advance of this meeting as well as the DMA Compliance Function's monitoring and testing of the DMA Compliance.	The Management Body approved the 26 June 2025 Meeting Minutes during its 24 October 2025 meeting.

24 October 2025 Management Body Meeting	
Presentation Prepared By The Head Of The DMA Compliance Function	**The Management Body's Actions**
PowerPoint Presentation The presentation provided the 26 June 2025 Meeting Minutes for review and consideration; an update on Microsoft's interactions with the Commission; an update on raised DMA Compliance risks; an update on the DMA Compliance Function's approach to monitor DMA Compliance using a testing program; an update on DMA feedback received and addressed by the DMA Compliance Function; a status update and Microsoft's plan to prepare and submit 2026 DMA Compliance Report in March 2026.	At this meeting, the Management Body: - Reviewed, approved, and adopted the Minutes of its 26 June 2025 Meeting; - Reviewed and discussed the status of the DMA Compliance risks; - Reviewed and discussed the DMA Feedback received and addressed by the DMA Compliance Function;

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	• Discussed the strategy for drafting the 2026 DMA Compliance Report; and • Reviewed and discussed the status of the DMA Compliance Function's testing program to monitor compliance with the DMA.
Minutes of the Meeting The DMA Compliance Function tracked the discussions and decisions of the Management Body and produced the minutes of the meeting reflecting the Management Body's review and approval of the 26 June 2025 Meeting Minutes; an update of the Management Body on Microsoft's engagement with the Commission; an update on the DMA Compliance risks; an update on the plan to submit Microsoft's 2026 DMA Compliance Report as well as the DMA Compliance Function's monitoring and testing of the DMA Compliance.	The Management Body approved the 24 October 2025 Meeting Minutes, during its 25 February 2026 meeting.

25 February 2026 Management Body Meeting	
Presentation Prepared By The Head Of The DMA Compliance Function	**The Management Body's Actions**
PowerPoint Presentation The presentation put forward the 24 October 2025 Meeting Minutes for review and consideration; a status update on readiness to submit Microsoft's 2026 Compliance Report; an update on Microsoft's engagement with the Commission and the European Parliament; an update on the DMA Compliance risks as well as the DMA Compliance Function's efforts to monitor and test DMA Compliance using a testing program.	At this meeting, the Management Body: • Reviewed, approved, and adopted the minutes from its 24 October 2025 Meeting; • Reviewed and discussed the status of work to prepare and submit Microsoft's 2026 DMA Compliance Report; • Reviewed and discussed Microsoft's engagements with the Commission and the European Parliament; • Reviewed and discussed the status of the DMA Compliance risks; • Reviewed and discussed the status of the DMA Compliance Function's testing program to monitor compliance with the DMA; and • Reviewed and discussed the DMA Feedback received and addressed by the DMA Compliance Function.
Minutes of the Meeting	None to date.

The Meeting Minutes for the 25 February 2026 Management Body Meeting have not been created or approved as of the 2026 DMA Compliance Report deadline. They will be prepared before the next meeting of the Management Body and will be presented to the Management Body for its review, comment, and potential approval.	

Source: Microsoft

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.[319]

662. Microsoft has received public feedback responsive to this section concerning LinkedIn compliance with the DMA obligations in the period since 7 March 2025 until 28 February 2026 through a variety of channels. DMAFeedback@microsoft.com serves as a centrally managed feedback channel for contacting the DMA Compliance Function both externally and internally. All public feedback received is recorded in a central system, ensuring proper documentation. All in-scope feedback has been successfully addressed as demonstrated by the details in **Table 9**.

Table 9. Feedback Received By Microsoft Regarding The LinkedIn CPS

Summary of Received Feedback	How Microsoft Received Feedback	How Microsoft Addressed Feedback
[CONFIDENTIAL]	[CONFIDENTIAL]	[CONFIDENTIAL]
[CONFIDENTIAL]	[CONFIDENTIAL]	[CONFIDENTIAL]
[CONFIDENTIAL]	[CONFIDENTIAL]	[CONFIDENTIAL]
[CONFIDENTIAL]	[CONFIDENTIAL]	[CONFIDENTIAL]

Source: Microsoft

2.2. A list of the Undertaking's core platform service's top fifteen (15) business users per core platform service based on revenues established in the EEA for the last year, as defined in Article 2, point (21) of and in the Annex to Regulation (EU) 2022/1925, and, for these business users provide: the name, address, telephone number and e-mail address of the head of their legal department (or other person exercising similar functions; and in cases where there is no such person, the chief

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executive officer).[320] **If revenues are not available or do not represent a suitable measure, please provide a list of top business users based on an alternative relevant proxy and explain why it is the most relevant one to assess the importance of business users for the specific core platform service.**

663.   LinkedIn has provided contact details for the requested top 15 business users of its online social networking service CPS at **Annex 2.2** [CONFIDENTIAL], which includes the top 15 business users of LinkedIn Pages, Recruiter, and Sales Navigator. Business users of LinkedIn Pages are third-party organizations with a LinkedIn Page that have at least one administrator based in the EEA. Business users of Recruiter and Sales Navigator are EEA-based users of those services. LinkedIn obtained contact information for these business users from public sources.

664.   For Recruiter and Sales Navigator, LinkedIn has provided contact details for the top fifteen EEA-based business users based on revenue for fiscal year 2024. For Company Pages, given revenues do not represent a suitable measure, LinkedIn has provided contact details for the top 15 EEA-based business users based on total Company Page views by members. Total Company Page views by members is the most relevant alternative proxy for assessing top EEA business users of Company Pages because exposure to LinkedIn members is a core reason why business users use that service.

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

665.   Microsoft sets out below the DMA obligations that, by nature, do not apply to online social networking services and therefore do not apply to the LinkedIn CPS. These are Articles 5(3), 5(9), 5(10), 6(3), 6(4), 6(6), 6(7), 6(11), and 7 of the DMA.

666.   **Article 5(3)** applies to online intermediation services. The DMA refers to the definition of online intermediation services provided in Article 2(2) of Regulation 2019/1150:[321]

>   "*services which meet all of the following requirements:*
>
>   *(a) they constitute information society services within the meaning of point (b) of Article 1(1) of Directive (EU) 2015/1535 of the European Parliament and of the Council (12);*
>
>   *(b) they allow business users to offer goods or services to consumers, with a view to facilitating the initiating of direct transactions between those business users and consumers, irrespective of where those transactions are ultimately concluded;*

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

[321]   Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019 on promoting fairness and transparency for business users of online intermediation services; OJ L 186, 11 July 2019, pp. 57-79.

(c) they are provided to business users on the basis of contractual relationships between the provider of those services and business users which offer goods or services to consumers."[322]

667.   LinkedIn is not an online intermediation service but an online social networking service, as defined in the DMA[323] and as designated by the Commission.[324] Therefore, Article 5(3) does not apply to the LinkedIn CPS.

668.   **Article 5(9)** requires disclosures to advertisers to which a gatekeeper provides online advertising services, *i.e.*, through its designated online advertising CPS.[325] Article 5(9) applies to designated CPSs. Article 5(1) of the DMA specifies that "[t]*he gatekeeper shall comply with all obligations set out in this Article* [5] *with respect to each of its <u>core platform services listed in the designation decision</u> pursuant to Article 3(9)*" (emphasis added).

669.   The LinkedIn CPS does not provide online advertising services. The Commission designated LinkedIn as an online social networking CPS. LinkedIn provides online advertising services through LMS but, according to the Designation Decision, LMS is a "*distinct service from Microsoft's online social networking CPS LinkedIn.*"[326] LMS does not meet the thresholds set out in Article 3(2) of the DMA and thus has not been designated in the Designation Decision.[327]

670.   On that basis, Article 5(9) of the DMA applies neither to the LinkedIn CPS, nor to LMS.

671.   **Article 5(10)** requires disclosures to publishers to which a gatekeeper provides online advertising services, *i.e.*, through its designated online advertising CPS. Article 5(10) applies to designated CPSs. Article 5(1) of the DMA specifies that "[t]*he gatekeeper shall comply with all obligations set out in this Article* [5] *with respect to each of its <u>core platform services listed in the designation decision</u> pursuant to Article 3(9)*" (emphasis added).

672.   As explained above, the LinkedIn CPS does not provide online advertising services. The Designation Decision designated LinkedIn as an online social networking CPS. LinkedIn provides online advertising services through LMS but, according to the

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[322]   For the purposes of this definition, Article 1(1)(b) of Directive (EU) 2015/1535 defines information society services as "any service normally provided for remuneration, at a distance, by electronic means and at the individual request of a recipient of services."

[323]   Article 2(7) of the DMA defines an online social networking service as "a platform that enables end users to connect and communicate with each other, share content and discover other users and content across multiple devices and, in particular, via chats, posts, videos and recommendations."

[324]   Designation Decision, ¶¶145 and 157.

[325]   Article 2(j) of the DMA provides that online advertising services include "*any advertising networks, advertising exchanges and any other advertising intermediation services*" of the gatekeeper.

[326]   Designation Decision, ¶144.

[327]   While Article 6(8) of the DMA refers not only to online advertising services that are designated but also to those that are "*fully integrated with other core platform services of the same undertaking*" (Recital 58), that is not the case for Article 5(9) of the DMA, which does not include such reference to "*fully integrated*" online advertising services (*see* Recital 45).

Designation Decision, LMS is a "*distinct service from Microsoft's online social networking CPS LinkedIn.*"[328] LMS does not meet the thresholds set out in Article 3(2) of the DMA and thus has not been designated in the Designation Decision.[329]

673. Therefore, Article 5(10) of the DMA applies neither to the LinkedIn CPS, nor to LMS.

674. **Article 6(3)** requires gatekeepers to allow end users to easily uninstall software applications from the gatekeeper's operating system ("**OS**") and to easily change default settings on the gatekeeper's OS, virtual assistant, or web browser. LinkedIn is not an OS, virtual assistant, or web browser as it does not meet the DMA's definitions for these CPSs.[330] LinkedIn is an online social networking service, as defined by the DMA and as designated by the Commission.[331] Therefore, Article 6(3) does not apply to the LinkedIn CPS.

675. **Article 6(4)** requires gatekeepers to allow the installation and effective use of third-party applications and app stores on the gatekeeper's OS. LinkedIn is not an OS but an online social networking service, as defined by the DMA and as designated by the Commission.[332] Therefore, Article 6(4) does not apply to the LinkedIn CPS.

676. **Article 6(6)** prevents gatekeepers from restricting end users' ability to switch, or multi-home, to a different software application or service accessed using the gatekeeper's CPS, including regarding the choice of Internet access of end users. LinkedIn is not a platform on which end users acquire and run applications. Therefore, Article 6(6) does not apply to the LinkedIn CPS.

677. **Article 6(7)** applies to OSs and virtual assistants and requires them to afford third-party service and hardware providers with free interoperability with and access, for interoperability purposes, to the same software and hardware features that are accessed or controlled by the gatekeeper's OS or virtual assistant. LinkedIn is not an OS or virtual assistant. LinkedIn is an online social networking service, as defined by the

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[328] Designation Decision, ¶144.

[329] While Article 6(8) refers not only to online advertising services that are designated but also to those that are "*fully integrated with other core platform services of the same undertaking*" (Recital 58), that is not the case for Article 5(10), which does not include such reference to "*fully integrated*" online advertising services (*see* Recital 45).

[330] Article 2(10) of the DMA defines an OS as "a system software that controls the basic functions of the hardware or software and enables software applications to run on it."

Article 2(12) of the DMA defines a virtual assistant as "a software that can process demands, tasks or questions, including those based on audio, visual, written input, gestures or motions, and that, based on those demands, tasks or questions, provides access to other services or controls connected physical devices."

Article 2(11) of the DMA defines a web browser as "a software application that enables end users to access and interact with web content hosted on servers that are connected to networks such as the Internet, including standalone web browsers as well as web browsers integrated or embedded in software or similar."

[331] Article 2(7) of the DMA defines an online social networking service as "a platform that enables end users to connect and communicate with each other, share content and discover other users and content across multiple devices and, in particular, via chats, posts, videos and recommendations." *See also* Designation Decision, ¶¶145 and 157.

[332] *See* Article 2(7) of the DMA and Designation Decision, ¶¶145 and 157.

DMA and as designated by the Commission.[333] Therefore, Article 6(7) does not apply to the LinkedIn online social networking CPS.

678. **Article 6(11)** applies to online search engines. Article 2(6) of the DMA defines online search engines by reference to Article 2(5) of Regulation (EU) 2019/1150[334] that defines an online search engine as "*a digital service that allows users to input queries in order to perform searches of, in principle, all websites, or all websites in a particular language, on the basis of a query on any subject in the form of a keyword, voice request, phrase or other input, and returns results in any format in which information related to the requested content can be found.*" LinkedIn is not a search engine but an online social networking service, as defined in the DMA and as designated by the Commission.[335] Therefore, Article 6(11) does not apply to the LinkedIn CPS.

679. **Article 7** applies to designated NIICSs that are listed in a designation decision. Article 2(9) of the DMA defines NIICS by reference to the following definition in Article 2(7) of Directive 2018/1972,[336] which defines a NIICS as "*an interpersonal communications service which does not connect with publicly assigned numbering resources, namely, a number or numbers in national or international numbering plans, or which does not enable communication with a number or numbers in national or international numbering plans.*"

680. LinkedIn is not a NIICS but an online social networking service, as defined in the DMA and as designated by the Commission.[337] Therefore, Article 7 does not apply to the LinkedIn CPS.

681. Further, while the LinkedIn CPS offers a messaging feature, this is not a NIICS under the DMA because it is a minor ancillary feature of LinkedIn within the meaning of Article 2(5) of Directive (EU) 2018/1972, and it is thus part of the LinkedIn CPS. This is consistent with the Commission's approach in the Designation Decision where the Commission did not contest that the messaging feature was part of the LinkedIn CPS, whereas it did point out other LinkedIn features that it viewed as being distinct from the online social networking CPS.[338]

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[333] *See* Article 2(7) of the DMA and Designation Decision, ¶¶145 and 157.

[334] Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019 on promoting fairness and transparency for business users of online intermediation services; OJ L 186, 11 July 2019, pp. 57-79.

[335] *See* Article 2(7) of the DMA and Designation Decision, ¶¶145 and 157.

[336] Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code (Recast); OJ L 321/36, 17 December 2018, pp. 36-214.

[337] *See* Article 2(7) of the DMA and Designation Decision, ¶¶145 and 157.

[338] Designation Decision, ¶¶139 and 142-144.

Declaration

Microsoft Corporation, as a gatekeeper, 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.

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