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 – Digital Markets Act ("**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 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]   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, by the compliance deadline of 7 March 2024.

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:

"*The 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.

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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.

This 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 new Policy-Based Access Control ("**PBAC**") Layer 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 to (**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 ("**Website Retargeting**") and / or (ii) targeting ads to those customers' contact lists ("**Contact List Targeting**").

7.   Website Retargeting uses data that LMS customers send to LinkedIn via LinkedIn's Insight Tag installed on their websites. Contact List Targeting allows LMS customers to build audience segments based on lists of their contacts.[4]

8.   The LinkedIn CPS already obtained consent for Website Retargeting and Contact List Targeting under Article 5(2)(a) of the DMA prior to designation. Therefore, Microsoft has not implemented additional measures to ensure such compliance.

9.   With respect to European Economic Area ("**EEA**") and Switzerland-based members,[5] LinkedIn's default is to not use third-party data relating to such members to target ads to them through Website Retargeting and Contact List Targeting. LinkedIn only processes third-party data received from LMS customers to target ads to a member located in the EEA, or Switzerland if that member has provided LinkedIn with *opt-in* consent for such processing, as illustrated in **Figure 1** below.

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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]   LinkedIn members who specify a location in the EEA or Switzerland on their LinkedIn profiles shall be referred to as "**EEA-Based Members**."

Figure 1. Opt-In Consent Screen For Advertising Data
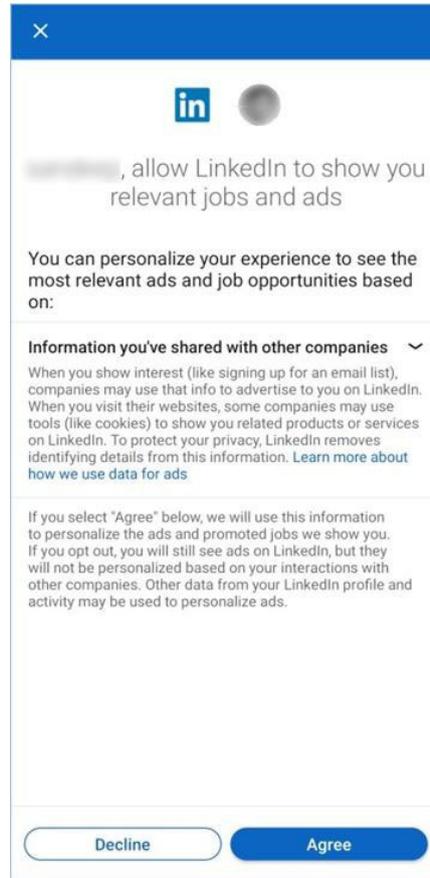
Source: LinkedIn

10.   In addition to the opt-in consent described above, LinkedIn also offers a corresponding "Interactions with businesses" control in the Settings Hub, under the "Advertising data" tab. That setting, which controls LinkedIn's use of data obtained via Insight Tags and customer contact lists for purposes of ad targeting, is *off* by default for members in the EEA and Switzerland. If a member in one of these jurisdictions does not opt into such processing (*i.e.*, does not toggle the "Interactions with businesses" switch to "Yes" as shown in **Figure 2**), LinkedIn does not process third-party data about that member for the purposes of personalizing ads on or off LinkedIn.

Figure 2. Third-Party Data Settings
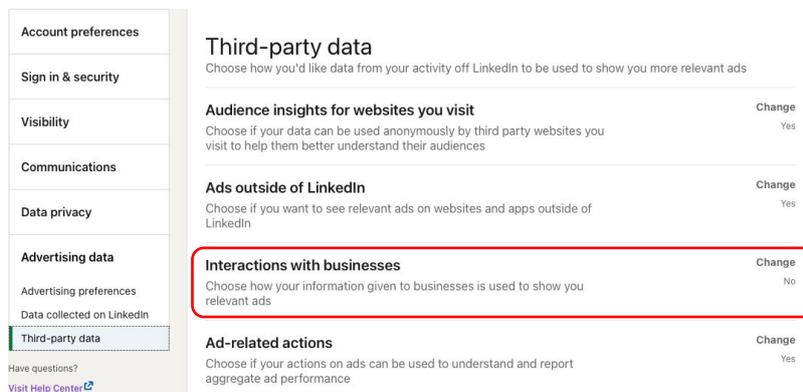
Source: LinkedIn

11. If a LinkedIn member in one of these jurisdictions 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 "Interactions with businesses" setting (set by default to "No"), as shown in **Figure 3**.

Figure 3. Screenshot Of "Interactions With Businesses"
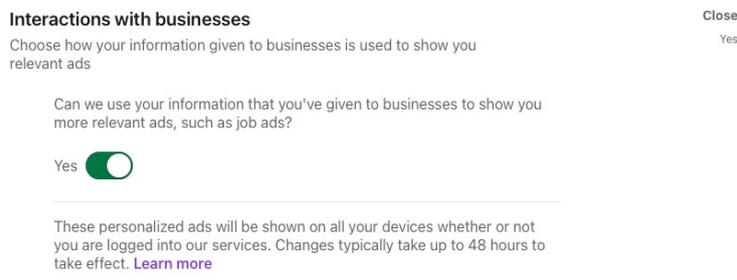
Source: LinkedIn

12. Thus, LinkedIn obtains opt-in consent from its end users for Website Retargeting and Contact List Targeting in compliance with Article 5(2)(a) of the DMA.

2.   LMS Ad Performance Measurement

13. 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. Prior to the DMA compliance deadline, the LinkedIn CPS did not seek consent from users for processing personal data received from LMS customers or third-party websites and applications for ad performance measurement purposes.   Instead, members could opt out of their data being used for the Ad Performance Measurement service using the "Ad-related actions" control in the Settings Hub, as illustrated in **Figure 4** below.[6] And LinkedIn generates and provides the customer with aggregate-level information about the customer's ad performance. That reporting does not include personal data.

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[6]   *See* https://www.linkedin.com/mypreferences/d/settings/ads-related-actions.

Figure 4. Current Text Of Ad-Related Actions In LinkedIn Settings
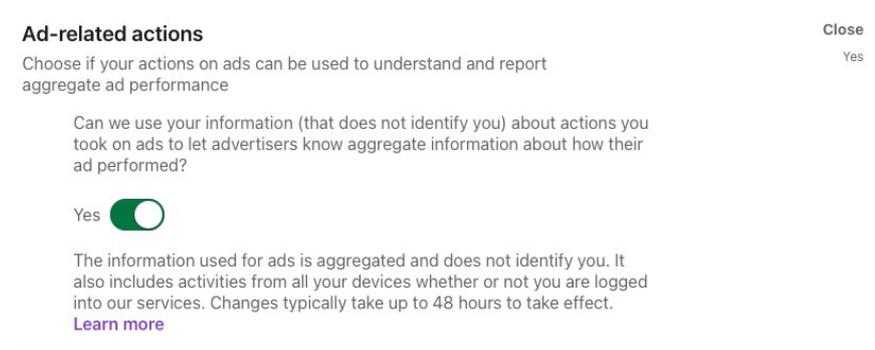
Source: LinkedIn

14. As explained below, as of the compliance deadline, the LinkedIn CPS complies with Article 5(2) of the DMA regarding the LMS Ad Performance Measurement service by (i) as a new measure seeking end-user consent and by (ii) continuing to rely on Modeled Conversions that process only consented end user personal data.

      i.   LinkedIn seeks end-user consent

15. Before the DMA compliance deadline, LinkedIn had an opt-out setting for ad-performance measurement and had developed Privacy Enhancing Technology ("**PET**") solutions. One such solution, on-device attribution ("**ODA**"), was developed as a means to strengthen privacy protection while adapting to industry changes, such as Apple's App Tracking Transparency ("**ATT**") framework, which limits the ability to use individual-level tracking.[7]

16. To ensure compliance with the DMA, LinkedIn has introduced a new 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**.

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

- Insight Tag data flow (*i.e.*, 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);

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[7] LinkedIn's ODA solution uses client-side or on-device processing to attribute same-device ad engagement and conversions while minimizing sharing of individual member-level third-party data back to the LinkedIn server. The click conversion data sent to the server is member-level information, where the identity of the member is first-party data and known to LinkedIn since the member authenticates in LinkedIn's own app. The relevant third-party data is the conversion signal, on which local differential privacy ("**DP**") has been applied. With the ODA solution, LMS leverages the LinkedIn iOS application for in-app attribution. 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. While passing the third-party information back to the app, LinkedIn uses local DP by injecting 50% noise (essentially a coin toss), or "fake" conversion events at random, to the third-party information and only sends the differentially private signal to the LinkedIn server. This solution is currently used for attribution / measurement and optimization.

- In-App Experience for iOS and Android, for which LinkedIn relies on PET solutions for click conversion data as described above;

- 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 Conversions Application Programming Interfaces ("**APIs**"), 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.

18. With respect to iOS in-app third-party conversions, LinkedIn will continue relying on its existing ODA with local DP with respect to LinkedIn members who have consented under Article 5(2)(a) of the DMA, as LinkedIn also needs to comply with Apple's ATT framework.

        ii.   Modeled conversions

19. 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, 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**

20. 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; (**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**).[8]

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[8]   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**

21.   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 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 will no longer enrich an EEA 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 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 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.

22.   In February 2024, LinkedIn began launching its consent screens for seeking end-user consent for the relevant data practices under DMA Article 5(2)(a) and (b) for its EEA members (*see* **Figure 5** below for the consent flow and user experience).

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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.

Figure 5. DMA Consent Flow
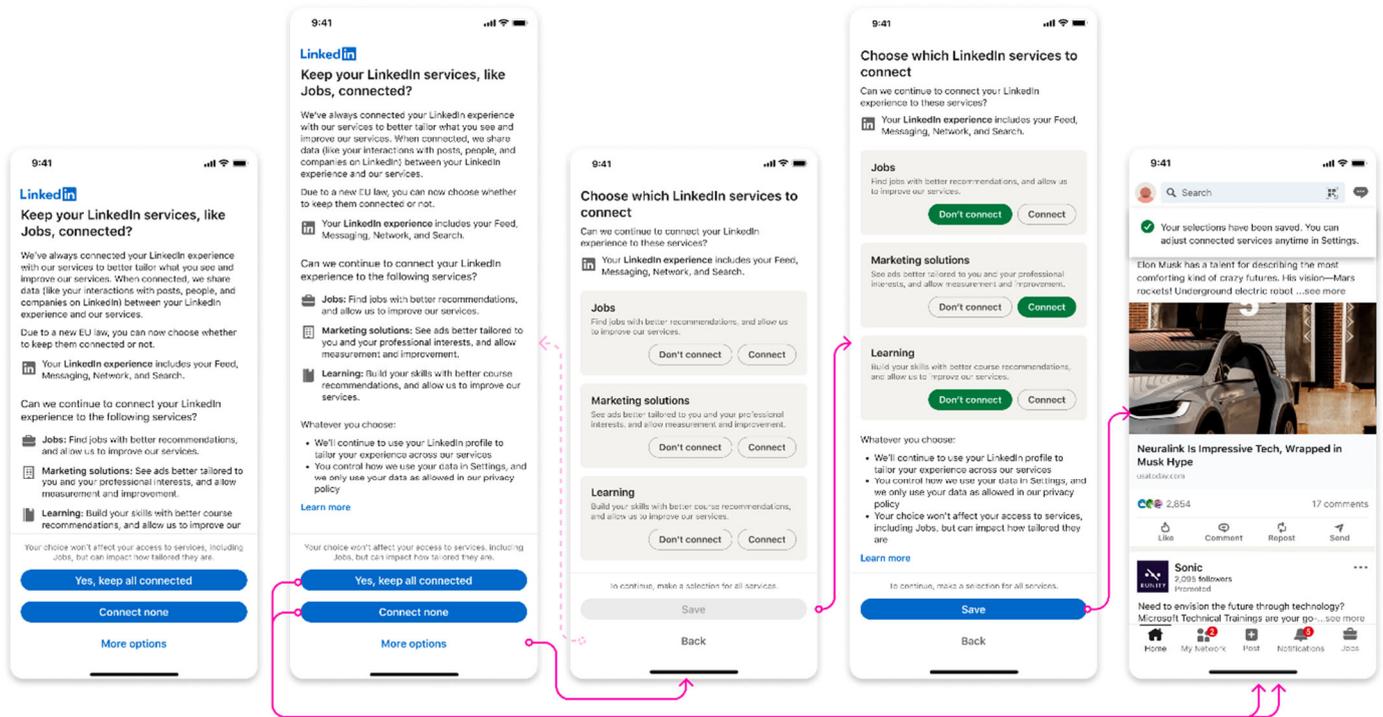
Source: LinkedIn

23.   If the end user chooses to connect all LinkedIn services, LinkedIn will combine 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 will also process 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**).

24.   As illustrated in **Figure 6** below, the consent screen provides a direct link to a Help Center page[9] 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.

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9   *See* https://www.linkedin.com/help/linkedin/answer/a6222119.

Figure 6. DMA Consent Screen
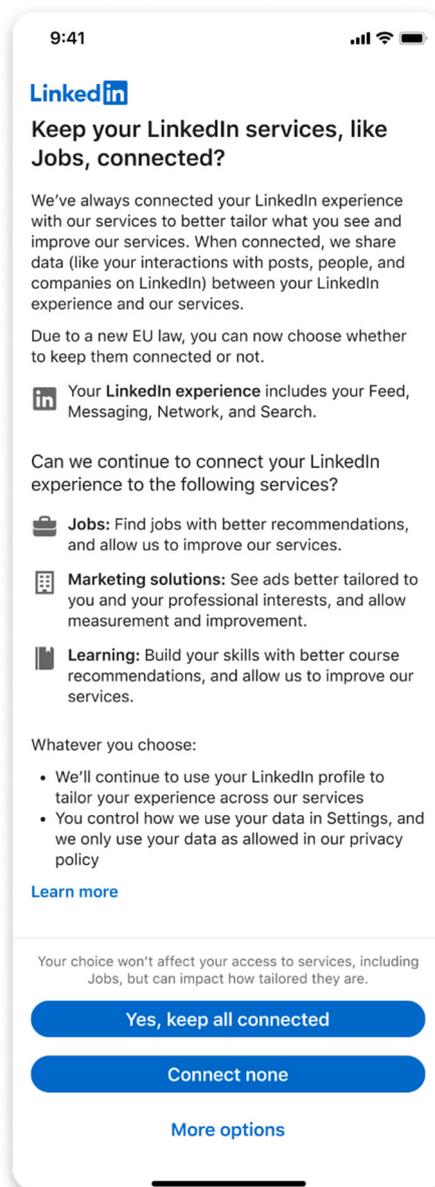
Source: LinkedIn

25.   The consent screen also provides a direct link to an options screen that enables end users to customize which LinkedIn services to connect (*see* **Figure 7** below). It further states that the end users may change their DMA settings any time through settings.

Figure 7. DMA Options Screen
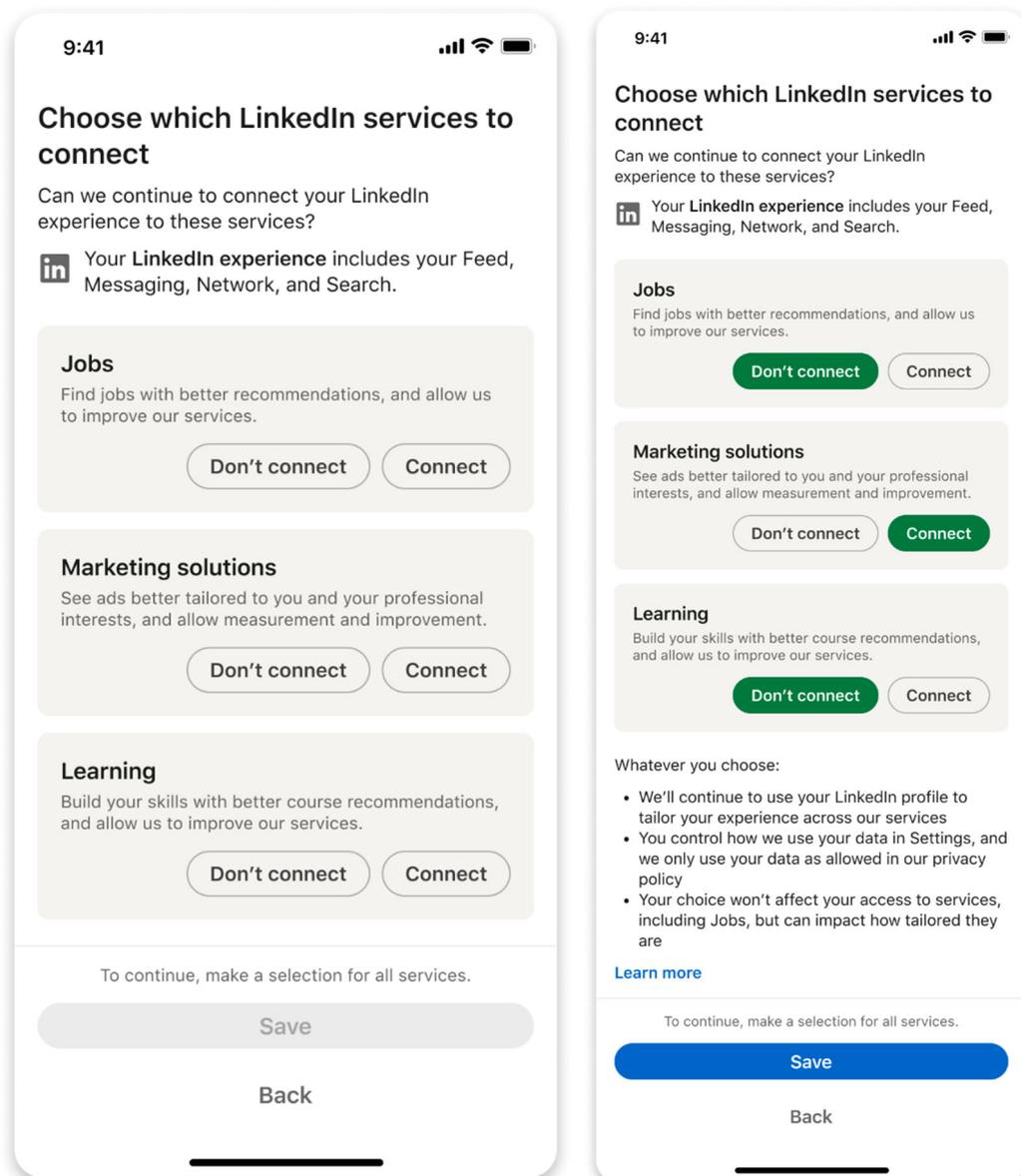
Source: LinkedIn

2.   End-User Data Combinations For Premium Promotions

26.   Prior to the DMA compliance deadline, 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 members who are acting in their end-user capacity.

27.   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.

28.   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.

29.   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

30.   In order to serve LMS ads off platform on behalf of advertisers that have enabled the LinkedIn Audience Network ("**LAN**") feature,[10] LinkedIn plans to use 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 will have 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 would not have a group label such as "marketers in Paris who went to HEC Paris and are Jr Financial Analyst with 20 years of experience."

31.   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 plans to look at which ad campaigns have historically performed well in terms of total revenue, clicks, conversions, *etc*. Without processing member-level LMS data, LMS would tabulate 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 would take account of the profile attributes that advertisers have used to target those ad campaigns and based on their aggregated historical ad campaign data, LinkedIn would further shrink 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 will be used to build the groups themselves.

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[10]   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.

32.   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 plans to rely 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 will flow back to LinkedIn will be the group label the user was matched to.

33.   LinkedIn will honor 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

34.   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.

35.   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 8** 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 8. Customer ATS Integration With Recruiter
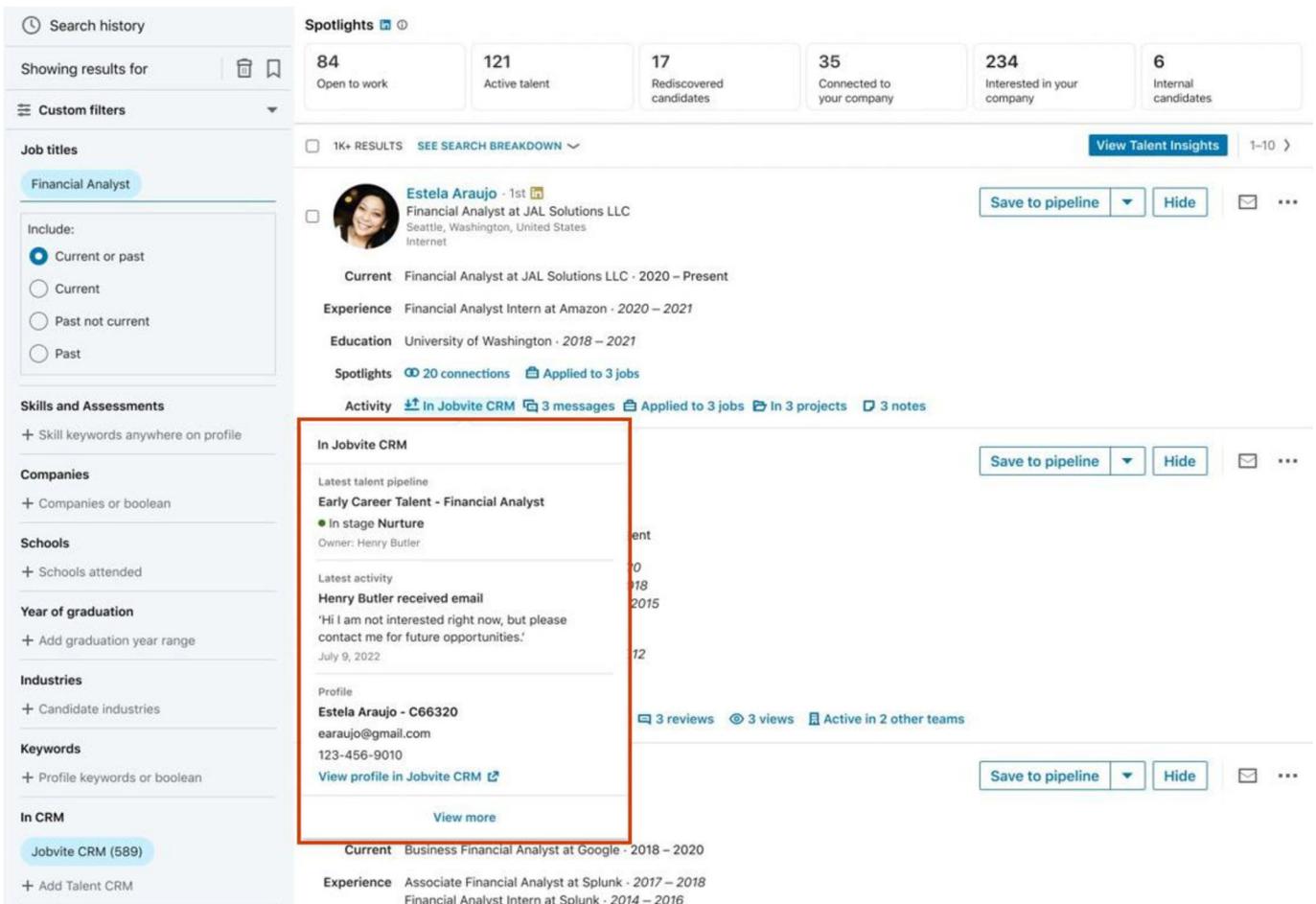
Source: LinkedIn

36.   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 9** 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 9. Customer's Own ATS Integrated With LinkedIn
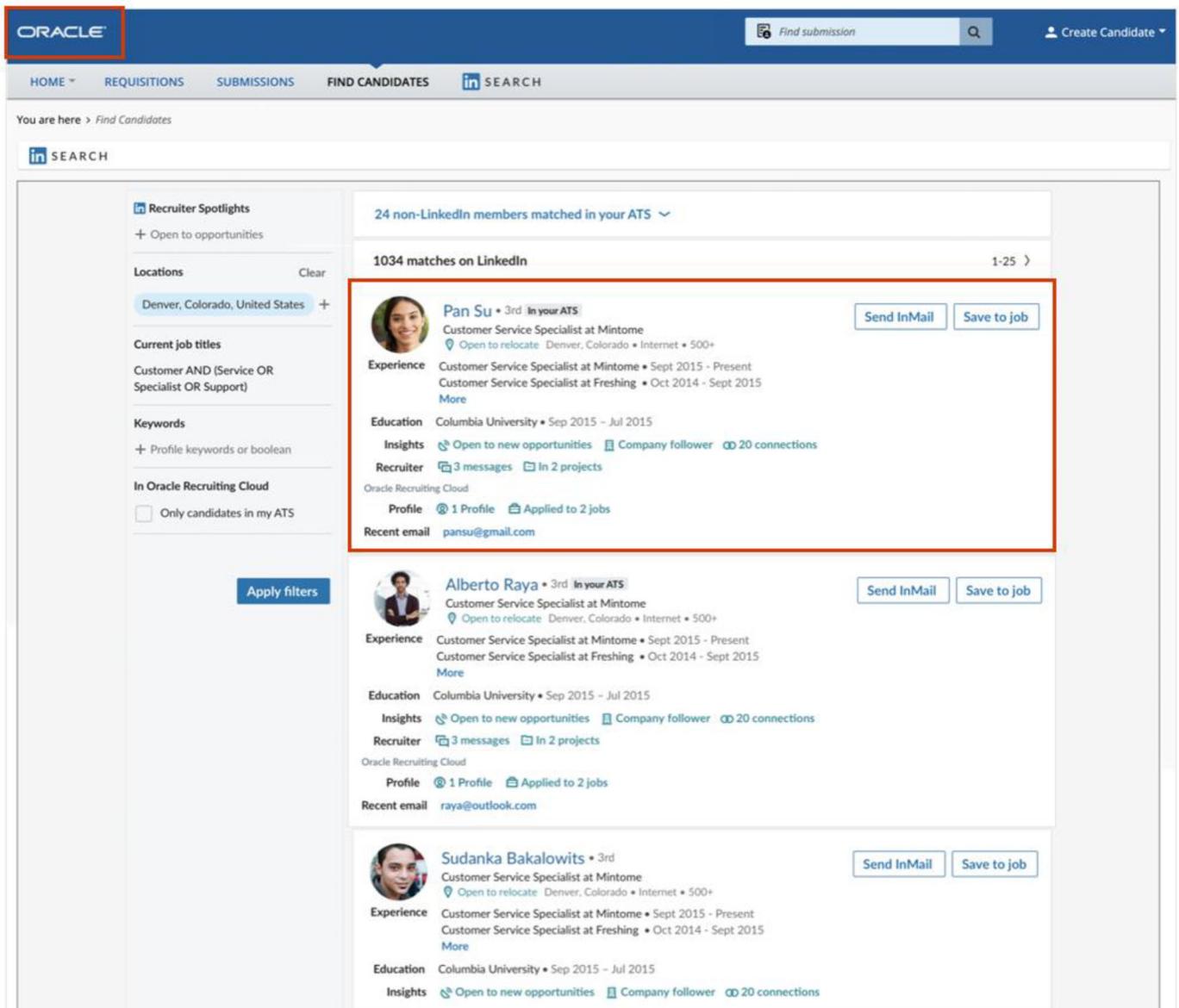
Source: LinkedIn

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

37.   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, as well as LinkedIn's compliance measures with Article 5(2)(c) of the DMA, as applicable to (**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

38.   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.[11] 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, namely LMS, Jobs, and Learning.[12]

39.   **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. Also, 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. This is 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.

40.   **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.

41.   **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 LinkedIn Learning webpage based on LinkedIn member data. Upon completing a LinkedIn Learning course, a member can also directly add it to their LinkedIn profile.

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[11]   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.

[12]   In contrast, LinkedIn 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. Both tools merely provide more advanced search and contact capabilities for identifying, connecting, and communicating with other LinkedIn members and cannot exist without LinkedIn member profiles. When signing-up for LinkedIn, users voluntarily provide their personal information to create LinkedIn member profiles, which they use as their online resumes and real professional identities to be discovered by and connect with other members and content on LinkedIn for professional advancement. Recruiter and Sales Navigator are thus part of the LinkedIn CPS.

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 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.

42.   LinkedIn plans to cross-use without end-user consent LinkedIn member profile data and standardized information from that data in LinkedIn services provided together with the LinkedIn CPS.[13] 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").

2.   LPC API

43.   Microsoft uses LinkedIn's standard profile APIs[14] to allow LinkedIn members to create profiles / accounts on its enterprise applications and the Microsoft website[15] and a Microsoft-specific LinkedIn API, called the LPC API, that enables Microsoft to provide users of its Microsoft 365 ("**M365**") productivity applications[16] 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. Currently, the LPC integrations are available only in Outlook and Teams. 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.

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[13]   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.

[14]   In connection with its use of LinkedIn's standard profile APIs and other LinkedIn standard APIs, such as LinkedIn's advertising and pages APIs, Microsoft uses LinkedIn's standard OAuth flows. Similarly, LinkedIn plans to use 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.

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

[16]   *See* https://www.microsoft.com/en-us/microsoft-365/products-apps-services.

44.   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. To improve the viewer's experience, Microsoft offers its enterprise customers crowdsourced results for probable matches, whereby viewers pick results from probable viewee matches and that crowdsourced result is then displayed to other viewers on the same enterprise account (subject to certain restrictions designed to limit inaccurate results).

45.   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.

46.   **Figure 10** below provides an illustrative screenshot of the LPC experience in Outlook.

Figure 10. Experience On Outlook

Source: LinkedIn

18
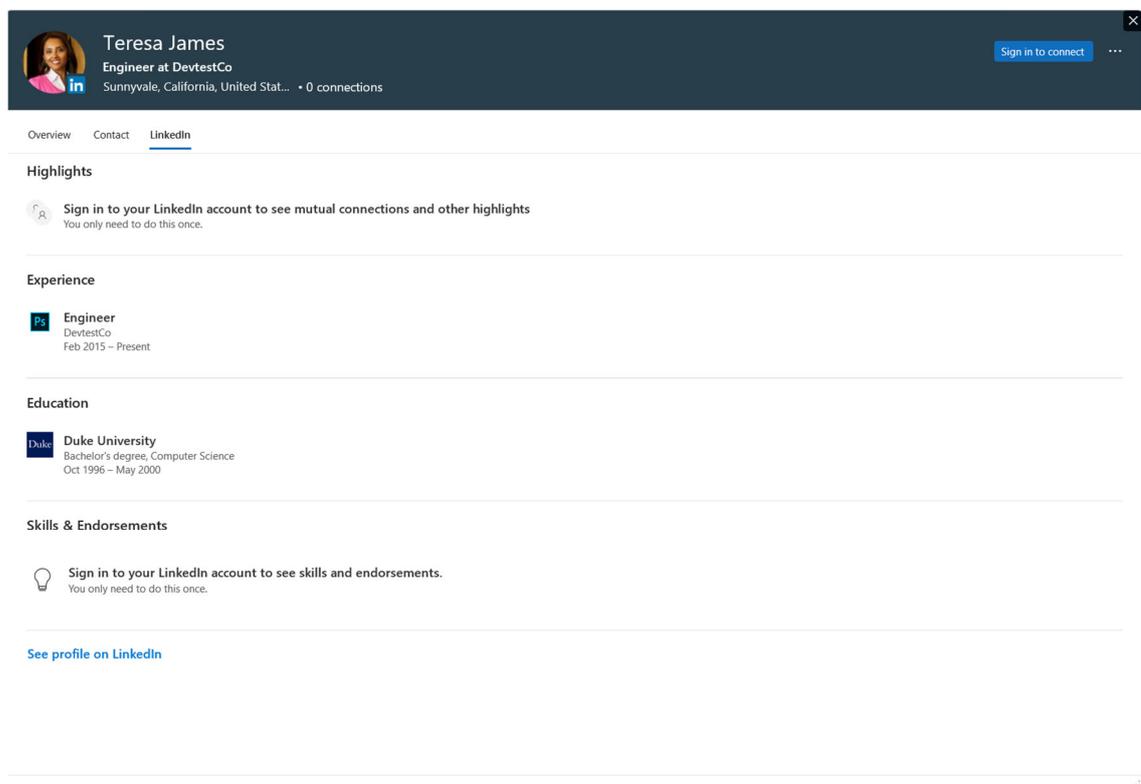
i.   <u>Measures prior to DMA compliance</u>

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

48.   Prior to implementing the new compliance measures discussed below, LPC returned LinkedIn profile data for viewees, regardless of the location on the relevant viewee's profile. Data availability in LPC was subject to the following settings:

- **Off-LinkedIn Profile Visibility.**[17] Microsoft refers to **<u>Figure 11</u>** below.

<u>Figure 11. Screenshot Of The Setting "Off-LinkedIn Profile Visibility"</u>
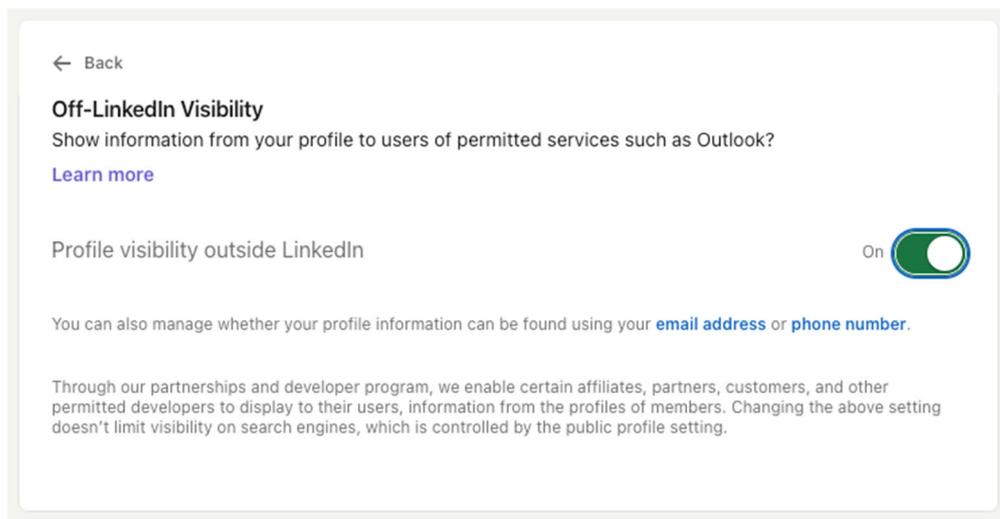
Source: LinkedIn

- **Public Profile.** This setting applied unless an LPC viewer had bound their LinkedIn and Microsoft accounts as described above, in which case, the viewer was no longer limited to the publicly visible LinkedIn profile of the viewee.[18]

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[17]   *See* https://www.linkedin.com/mypreferences/d/profile-visibility-for-partners.

[18]   *See* https://www.linkedin.com/public-profile/settings.

Figure 12. Screenshot Of The Setting "Public Profile"
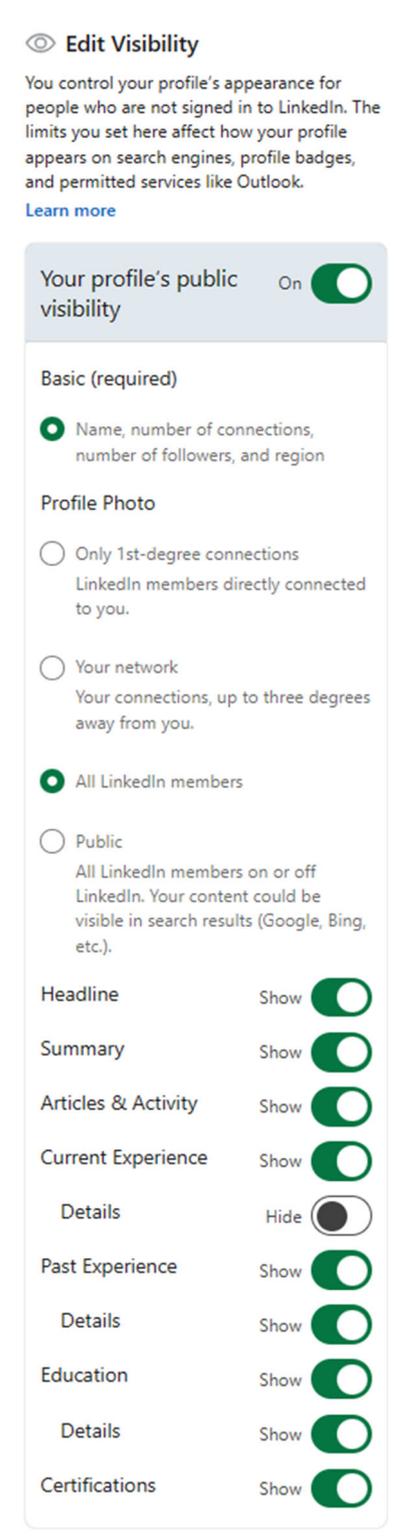
Source: LinkedIn

- **Profile Discoverability By Email.**   When this setting was limited to LinkedIn connections, it prevented Microsoft from matching viewees' email addresses to LinkedIn member profiles. Microsoft could still obtain probable matches for the

viewee using the viewee's name, company, job title, *etc.*[19]

Figure 13. Screenshot Of The Setting "Profile Discoverability By Email"

← Back

Discover by email
Who can discover your profile or connect with you if they have your email address?

○ 1st degree connections

○ 1st and 2nd degree connections

● Anyone

Your 1st-degree connections can always discover you, since you're already connected with them. **Learn more**
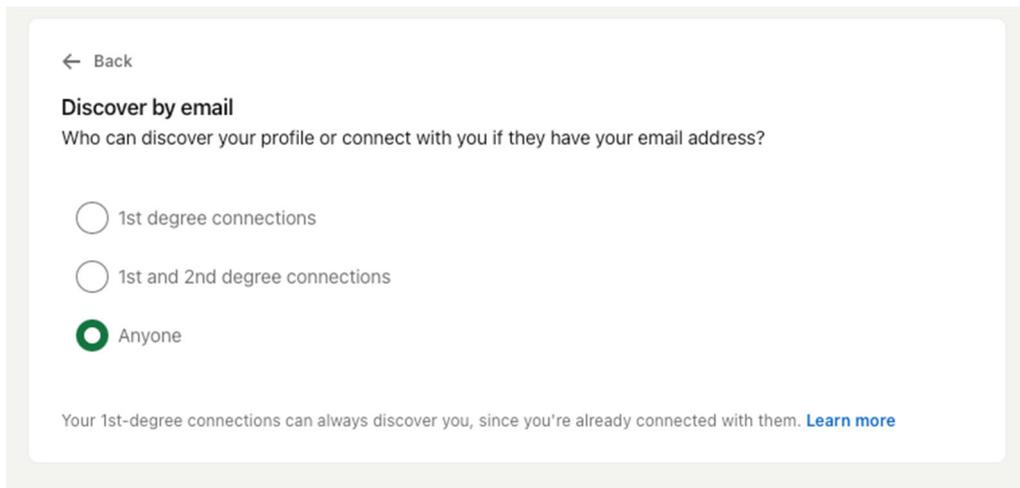
Source: LinkedIn

ii.   New measures implemented to ensure DMA compliance

49.   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:

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

- **Availability based on profile location.** This new 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.

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[19]   *See* https://www.linkedin.com/mypreferences/d/settings/discover-me-by-email-address.

- **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.

50. The following description covers: (i) the technical changes in the process of cross-using data for LPC for EEA-Based Members; (ii) the new UI for the LPC setting available to EEA-Based Members; and (iii) how LinkedIn monitors the effectiveness of this change in privacy settings.[20]

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

51. LinkedIn provides below a detailed description of the new 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	New Process For EEA-Based Members
N/A	Under the newly-created privacy setting, EEA-Based Members' settings data for the new 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 new 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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[20] The existing terms for Microsoft's use of the LPC API can accommodate the proposed new measure without amendments.

Previous Process	New 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 new 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)[21] 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 new privacy setting) against the settings database before returning any profile data. LinkedIn returns an empty result to Microsoft if the new 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 new 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.[22]

Source: LinkedIn

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

[22]   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.

- **New UI for the LPC setting applicable to EEA-Based Members:**

52. LinkedIn did not contemplate a LinkedIn in-product prompt for this setting. Instead, LinkedIn has added a new LPC privacy setting in the Settings Hub for EEA-Based Members:

Figure 14. New UI For LPC Setting For EEA-Based Members[23]
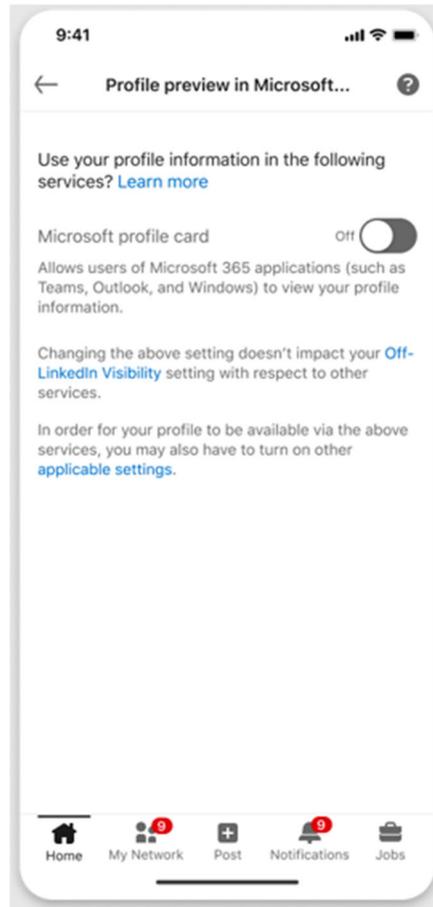
Source: LinkedIn

53. The "Learn more" and "applicable settings" link to a new LPC Help Center Article that currently reads as follows:

"*LinkedIn profile data in Microsoft profile card services*

Last updated: [ ]

Users of certain Microsoft 365 applications (such as Teams and Outlook) can see LinkedIn profile previews of members that those users communicate and/or otherwise interact with via those applications. The display of LinkedIn profile data is designed to improve connection and collaboration by providing users of those Microsoft 365

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[23]   The "Off-LinkedIn Visibility Setting" links directly to the relevant setting. *See* https://www.linkedin.com/mypreferences/d/profile-visibility-for-partners.

applications with insight into the professional identities of the members they interact with.

The profile information shared on the Microsoft 365 applications is limited to information that members have enabled LinkedIn to share via their settings and that the application user can already view on LinkedIn. This information may, for example, include:

- *Profile photo*

- *Headline*

- *Summary*

- *Location on your profile*

- *Number of connections*

- *Experience*

- *Education*

- *Recent articles and posts*

The Microsoft 365 applications use the data available in their applications (such as your email address, name, company, etc.) to search for your profile on LinkedIn. If an exact match is found, your public profile information will be viewable by the user of the application. If an exact match is not found, LinkedIn may provide a set of possible matches for the user to select from. Users of the Microsoft 365 applications can also bind/connect their LinkedIn and Microsoft accounts, which allows the Microsoft 365 applications to show the user additional data from your LinkedIn profile (such as mutual connections).

If you are located in the EU/EEA (according to the location on your profile), you have access to a dedicated setting to manage whether your profile data is displayed to users of Microsoft 365 applications:
1. *Click the Me icon at the top of your LinkedIn homepage.*
2. *Click Settings & Privacy.*
3. *In the Visibility section, select "Profile preview in Microsoft applications".*
4. *Switch the toggle to On to allow users of Microsoft 365 applications (such as Teams, Outlook, and Windows) to view your profile information.*

Please note: In order for your profile to be available via the above services, you may also have to turn on other applicable settings as referenced below.

Important to know:

- **Manage your public profile information:** *You can customize how much of your public profile information is displayed for this use case. Learn more*

about your shared public profile information and how you can make updates at *LinkedIn Public Profile Visibility*.

　　　• ***Manage your profile's discoverability on and off LinkedIn:*** *You can control if users of Microsoft 365 applications can discover you by email address. Learn more about your profile's discoverability settings at* *Manage Your Profile's Visibility On and Off LinkedIn*.

　　　• ***Manage the visibility of your profile information outside of LinkedIn:*** *You can opt-out of sharing your data for this use case by managing your profile visibility off LinkedIn. Learn more at* *Off-LinkedIn Visibility*."

54.　　The new LPC setting is available in the "Profile Visibility" section of the Settings Hub and entitled "Profile Preview in Microsoft Applications,"[24] as shown in **Figure 15**.

Figure 15. Screenshot Of "Profile Visibility" In The Settings Hub

Source: LinkedIn

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[24]　　*See* https://www.linkedin.com/mypreferences/d/categories/profile-visibility.
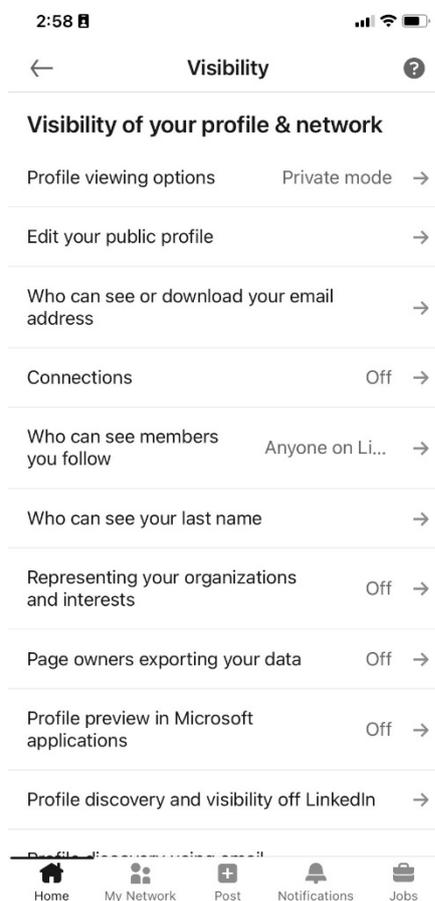
- **Monitoring of new LPC setting use:**

55.   LinkedIn tracks the number of members who have turned their privacy setting to share personal data via LPC and the number of LinkedIn support cases relating to the LPC privacy setting to understand the extent to which the setting is used and any difficulties in that regard.

56.   Microsoft is developing a communication plan designed to inform M365 applications' end users of the new consent features. As for a feedback channel, viewers are shown a link in the M365 applications to "see profile on LinkedIn" that redirects them back to LinkedIn. Members can then reach out directly to LinkedIn via the LinkedIn Help Center experience[25] with any feedback they have regarding their experience as LPC viewees or viewers. In addition, viewers / viewees can provide feedback directly to Microsoft via the M365 application help channels.

Figure 16. Screenshot Of "Contact LinkedIn Support" Page
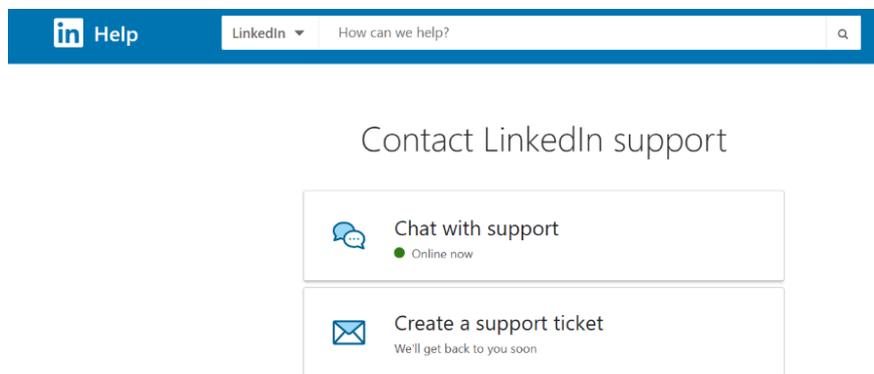
Source: LinkedIn

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

57.   LinkedIn previously 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.

58.   In order to comply with the requirements of Article 5(2)(c) of the DMA, Microsoft implemented the following measures:

- LinkedIn has ended [CONFIDENTIAL] data flow with Microsoft Advertising.

- LinkedIn has ended the [CONFIDENTIAL] data flow with Microsoft Advertising.

- LinkedIn has ended the [CONFIDENTIAL] data flow with Microsoft Advertising.

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[25]   *See* https://www.linkedin.com/help/linkedin/solve.

4.   LinkedIn's New Policy-Based Access Control Layer

59.   To ensure compliance with the DMA, LinkedIn has built a new and 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.

60.   It is these logical separations and controls provided by the PBAC Layer that ensure, for example, the relevant datasets are not "combined" absent EEA-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 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.

61.   Groot allows LinkedIn to refine its current data processes according to various policies. For example, if an EEA 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.[26]

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

62.   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

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[26]   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 view the data; if unconsented, Groot removes the data from the reader to view.

together in an integrated manner on the LinkedIn platform use the same member sign-in and credentials, with the exception of enterprise unbound LinkedIn 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[27]) 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;**

63. 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;**

64. The new measures described in **Section 2.1.2 (i)** above are implemented by the compliance deadline.

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

65. 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);**

66. All new measures described in **Section 2.1.2 (i)** will apply only to relevant EEA- and Switzerland-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,**

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

classify or make results more prominent, or parameters of online advertising auctions);

67. Microsoft refers to **Section 2.1.2 (i)** 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,[28] consent forms,[29] warning messages, system updates, functionalities available, or customer journey to access functionalities[30]);

68. Microsoft refers to **Section 2.1.2 (i)** 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);

69. None.

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

70. 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[31] 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

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28   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.

29   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.

30   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.

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

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;

71.   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;

72.   LinkedIn 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 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;

73.   Regarding the new measures related to the LPC API, LinkedIn 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 opt-in to their profile data being displayed in M365 applications and would therefore miss out on the networking and branding opportunities that those applications provide. In addition, 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;**

74.   In February 2024, LinkedIn published a company post and a related article to inform its members about the forthcoming DMA consent experience for EEA members and related Help Center articles to provide more detailed information.[32]

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

75.   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;**

76.   None.

o) **any type of market analysis or testing (in particular A/B testing[33]), business user surveys or consumer surveys or end user consent rates,[34] that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[35]**

77.   LinkedIn has 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].

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**

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[32]   *See*   https://news.linkedin.com/2024/February/LinkedIn-in-Europe-Changes-for-the-Digital-Markets-Act and https://www.linkedin.com/help/linkedin/answer/a6222119.

[33]   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.

[34]   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)).

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

been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[36]

78.   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;

79.   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.

    r)   any relevant data[37] 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;

80.   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;

81.   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

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

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

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).**

82. None.

Regarding Article 5(3)

83.   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:

84.   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, by the compliance deadline of 7 March 2024.

2.1.2. An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data[38] 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

85.   Article 5(4) of the DMA requires the gatekeeper to "*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.*"

86.   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.

87.   **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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[38]   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[39]) 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;**

88.	None.

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

89.	None.

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

90.	None.

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

91.	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);**

92.	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,[40] consent forms,[41] warning messages, system updates, functionalities available, or customer journey to access functionalities[42]);**

93.	None.

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

[40]	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.

[41]	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.

[42]	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);**

94. None.

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

95. None.

i) **any consultation[43] 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;**

96. 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;**

97. 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;**

98. None.

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[43] 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;**

99. None.

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

100. 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;**

101. None.

o) **any type of market analysis or testing (in particular A/B testing[44]), business user surveys or consumer surveys or end user consent rates,[45] that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[46]**

102. 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;[47]**

103. 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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[44] 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.

[45] 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)).

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

[47] 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;

104. None.

r)   **any relevant data[48] 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;**

105. None.

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

106. 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).**

107. None.

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48   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:

108. 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, by the compliance deadline of 7 March 2024.

2.1.2. An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data[49] 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

109. Article 5(5) of the DMA requires the gatekeeper to "*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.*"

110. 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.

111. 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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[49] 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[50]) 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;**

112.   None.

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

113.   None.

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

114.   None.

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

115.   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);**

116.   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,[51] consent forms,[52] warning messages, system updates, functionalities available, or customer journey to access functionalities[53]);**

117.   None.

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

[51]   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.

[52]   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.

[53]   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);**

118. None.

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

119. None.

i) **any consultation[54] 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;**

120. 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;**

121. 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;**

122. None.

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[54] 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;**

123.   None.

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

124.   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;**

125.   None.

    o)   **any type of market analysis or testing (in particular A/B testing[55]), business user surveys or consumer surveys or end user consent rates,[56] that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[57]**

126.   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;[58]**

127.   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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[55]   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.

[56]   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)).

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

[58]   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;

128. None.

r) **any relevant data[59] 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;**

129. None.

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

130. 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).**

131. None.

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[59]   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:**

132. 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, by the compliance deadline of 7 March 2024.

2.1.2. **An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data[60] 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**

133. 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.*"

134. Nothing in LinkedIn's terms and conditions (including any provisions relating to confidentiality) prevents or restricts business users or end users from raising any issue of non-compliance with the relevant EU or national law by LinkedIn with any relevant public authority, including national courts, related to any practice of LinkedIn.

135. LinkedIn's User Agreement provides, under section 6, "Governing Law and Dispute Resolution," that "[i]*f you live in the Designated Countries,*[61] *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*

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[60] 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.

[61] In the LinkedIn User Agreement, the term "Designated Countries" is defined as "*countries in the European Union (EU), European Economic Area (EEA) and Switzerland.*"

or relating to this User Agreement, or in the alternative, you may choose the responsible court in Ireland."

136.   The LinkedIn CPS therefore already complied with Article 5(6) of the DMA prior to the DMA's adoption.

137.   Microsoft has created a centralized webpage to provide information regarding, and receive feedback about, Microsoft's compliance with the DMA.[62] To comply with Article 5(6) of the DMA, Microsoft has clearly stated, on this webpage, 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 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 confidentiality agreement constrains their ability to raise any issue with any EU authority. To follow is the statement on Microsoft's DMA Compliance webpage:

> "*Microsoft customers, users, partners, employees and contractors may raise any concern they have with Microsoft legal compliance, including compliance with the European Digital Markets Act, with Microsoft through the "Feedback" section of this web site. They may also raise any such concerns with an appropriate EU authority. Nothing in any Microsoft agreement limits any customer, user, or partner from raising such a concern with an appropriate EU authority. If you have any question about your ability to raise a concern, please contact DMAFeedback@microsoft.com.*"

ii)   specific information (including, if applicable, data points, visual illustrations and recorded demos[63]) 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;

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

b)   when the measure was implemented;

139.   The measure described in **Section 2.1.2 (i)** above is implemented by the compliance deadline.

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

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

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[62]   *See* https://www.microsoft.com/en-us/legal/compliance/dmacompliance.

[63]   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);**

141. 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);**

142. 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,[64] consent forms,[65] warning messages, system updates, functionalities available, or customer journey to access functionalities[66]);**

143. 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);**

144. None.

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

145. None.

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[64] 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.

[65] 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.

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

i) **any consultation[67] 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;**

146. 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;**

147. 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;**

148. 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;**

149. None.

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

150. 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;**

151. None.

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

o)   any type of market analysis or testing (in particular A/B testing [68]), business user surveys or consumer surveys or end user consent rates,[69] that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[70]

152.   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;[71]

153.   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;

154.   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.

r)   any relevant data[72] 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

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[68]   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.

[69]   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)).

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

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

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

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;

155. 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;**

156. 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).**

157. 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:

158. 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, by the compliance deadline of 7 March 2024.

2.1.2. An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data[73] 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

159. 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.*"

160. 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.

161. 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," [74] a tool allowing third-party applications to authenticate LinkedIn members[75] 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[76] as required under Article 2(19) of the DMA to qualify as an

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[73]   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.

[74]   *See*   https://learn.microsoft.com/en-us/linkedin/consumer/integrations/self-serve/sign-in-with-linkedin-v2.

[75]   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.

[76]   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.*"

"*identification service*" (defined as "*a type of service provided together with or in support of core platform services that enables any type of <u>verification of the identity of end users</u> 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.

162.   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.

163.   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).

ii)   specific information (including, if applicable, data points, visual illustrations and recorded demos[77]) 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;

164.   None.

b)   when the measure was implemented;

165.   None.

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

166.   None.

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

167.   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,

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

classify or make results more prominent, or parameters of online advertising auctions);

168. 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,[78] consent forms,[79] warning messages, system updates, functionalities available, or customer journey to access functionalities[80]);**

169. 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);**

170. None.

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

171. None.

    i)   **any consultation[81] 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;**

172. None.

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78   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.

79   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.

80   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.

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

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;**

173.   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;**

174.   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;**

175.   None.

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

176.   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;**

177.   None.

o)   **any type of market analysis or testing (in particular A/B testing [82]), business user surveys or consumer surveys or end user consent rates,[83]**

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[82]   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.

[83]   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;[84]

178.   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;[85]

179.   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;

180.   None.

r)   any relevant data[86] 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;

181.   None.

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

182.   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

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

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

[86]   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).

183.   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:

184. 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, by the compliance deadline of 7 March 2024.

2.1.2. An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data[87] 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

185. 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.*"

186. 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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[87] 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[88]) 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;**

187.   None.

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

188.   None.

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

189.   None.

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

190.   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);**

191.   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,[89] consent forms,[90] warning messages, system updates, functionalities available, or customer journey to access functionalities[91]);**

192.   None.

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

[89]   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.

[90]   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.

[91]   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);**

193. None.

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

194. None.

i) **any consultation[92] 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;**

195. 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;**

196. 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;**

197. None.

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[92] 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;**

198.   None.

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

199.   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;**

200.   None.

     o)   **any type of market analysis or testing (in particular A/B testing[93]), business user surveys or consumer surveys or end user consent rates,[94] that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[95]**

201.   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;[96]**

202.   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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[93]   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.

[94]   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)).

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

[96]   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;

203. None.

r)   any relevant data[97] 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;

204. None.

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

205. 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).

206. None.

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[97]   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)

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

Regarding Article 5(10)

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

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:

209.   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, by the compliance deadline of 7 March 2024.

2.1.2.   An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data[98] 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

210.   Article 6(2) of the DMA prohibits gatekeepers from using, "*in competition with business users, any data that is not publicly available that is generated or provided by those business users in the context of their use of the 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.*"

211.   Generally speaking, 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

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[98]   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.

does not use non-public data generated or provided by the customers of its business users for this purpose.[99]

212.   LinkedIn offers various business tools for reaching end users of the LinkedIn CPS to its business users, 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 involves 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.[100]

213.   LinkedIn provides greater 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. 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

214.   The scope of the measures outlined in **Section 2.1.2 (i)** covers 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. 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.

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[99]   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 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.

[100]   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.

1. The LinkedIn CPS

215. The LinkedIn CPS focuses on building and promoting professional connections. LinkedIn members use LinkedIn to engage, search, discover, connect, and communicate with other professionals. Members also use the LinkedIn CPS to advance opportunities for employment and explore content for career and business development prospects via the LinkedIn feed, recommendations, LinkedIn Pages, messages, or chats.

216. LinkedIn offers certain enhanced search and contact capabilities for sales and recruiting professionals as part of the LinkedIn CPS. Sales Navigator is a sales intelligence tool that complements CRM offerings (such as Salesforce CRM) to provide customer lead recommendations, sales updates, and search results for member queries. Similarly, Recruiter offers enhanced and more seamless search and contact capabilities for recruiting teams on LinkedIn.

i. LinkedIn Pages

217. The LinkedIn CPS enables business users to interact with end users through the use of LinkedIn Pages. Pages are created by organizations (*e.g.*, companies, universities, or non-profit organizations) to allow LinkedIn members to discover, follow, and connect with their organizations and learn more about their mission, corporate culture, products and services, among others. Business users of LinkedIn Pages are third-party organizations with a LinkedIn Page that have at least one administrator based in the EEA.[101]

218. Pages offer several features that allow business users to post and engage with content on LinkedIn. These features include the ability to provide information about the organization, create feed posts, engage with other Page and member posts, create a custom button, create Lead Generation Forms, respond to messages, follow other Pages, and create events and newsletters. LinkedIn also enables members to create Showcase Pages or Product Pages as sub-Pages to represent a specific brand, business unit, or initiative, with similar features as LinkedIn Pages. Product Pages represent the organization's products and provide additional information about them, including featured customers (*see* **Figure 17** below).

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

Figure 17. Example Of LinkedIn Page
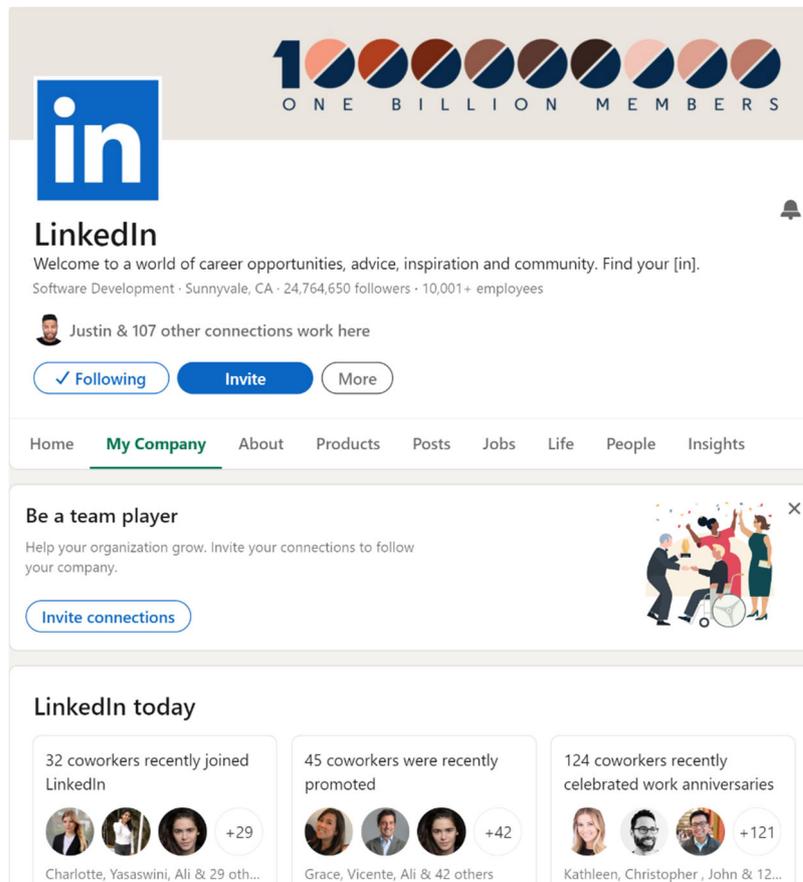
Source: LinkedIn

219.   Company Page administrators generate or provide data through their use of LinkedIn 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 LinkedIn Pages also generate certain data, including pageviews, likes, comments, and other engagement data. The majority of data provided or generated on LinkedIn Pages is publicly viewable and accessible by all LinkedIn members.

ii.   Sales Navigator

220.   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 complements CRM offerings such as Salesforce CRM to provide lead recommendations, real time sales updates, and unlimited search results for database queries. Business users of Sales Navigator are EEA-based users of that product.

221.   Sales Navigator users generate or provide certain data to LinkedIn in the context of their use of Sales Navigator. This data includes searches conducted, leads saved, and messages sent. Sales Navigator users also provide data to LinkedIn through data integrations. For example, CRM sync allows Sales Navigator business users to match their own CRM records to LinkedIn member profile data to power additional features

and more efficiently search, connect, and communicate with other LinkedIn members. This business user data includes company accounts, contacts, leads, and user CRM data.

iii. Recruiter

222. LinkedIn Recruiter is a subscription-based service that offers business users enhanced search and messaging capability and tools to find and connect with LinkedIn members for employment. LinkedIn Recruiter offers an advanced set of search filters to better discover and identify members on LinkedIn to fill their hiring needs. Recruiter also includes advanced messaging features, including customized message templates and bulk messaging capabilities to send individual messages to multiple LinkedIn members at the same time. Business users with fewer hiring needs also have the option of Recruiter Lite, a streamlined version of Recruiter. LinkedIn enables data integration with a business user's own applicant tracking system for a more seamless user experience. Business users of Recruiter are EEA-based users of that product.

223. 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 candidates 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.

2. LinkedIn Jobs

224. LinkedIn Jobs enables employers to post jobs and candidates to discover and apply for jobs on LinkedIn. LinkedIn Jobs provides business users with tools to aid in crafting job descriptions, relevance models that help to ensure the right candidates see the job postings based on relevant characteristics (*e.g.*, industry, skills, years of experience), job promotion that appears on multiple surfaces (*e.g.*, job search results, the jobs homepage, notifications, *etc.*), and the capacity to view job post engagement statistics and manage candidates in one place. Business users of Jobs are EEA-based users of that product.

225. Business users generate or provide certain data to LinkedIn in the context of their use of LinkedIn's Jobs service. In particular, business users generate or provide data when posting jobs, crafting job descriptions, and rating applicants. Members engaging with job postings generate data, such as views and clicks. Members also generate data by applying for jobs posted on LinkedIn by business users.

3. LMS

226. LMS is an advertising service that allows customers to advertise to LinkedIn's member base on LinkedIn's application and website, including through native advertising (Sponsored Updates), text ads displayed on LinkedIn's desktop site, and dynamic banner ads. Customers may extend their advertising campaigns beyond the LinkedIn environment through LAN, through which LinkedIn places ads on customers' behalf on third-party applications and websites. Business users of LMS are EEA-based users of that service.

227. LMS business users generate certain data when they run advertising campaigns on and off LinkedIn. This includes data generated when creating an advertising campaign,

including advertising objective, ad format, ad creative, and target audience. LinkedIn members also generate data when engaging with LMS advertising campaigns, including by generating impressions and click data.

228. LMS business users also provide certain data to LinkedIn for purposes of tailoring its advertising services. For example, LMS business users can also provide lists of their contacts to LinkedIn for purposes of building audience segments. Using this feature, an LMS business user can upload information to Campaign Manager about individuals to whom they would like to target advertising through LinkedIn.[102] LinkedIn also receives data from LMS business users in connection with its ads performance measurement services, including CRM data, which enables LMS business users to understand the impact and success of their advertisements.

4. **LinkedIn Learning**

229. LinkedIn 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. Learning subscriptions are available at both the individual member and enterprise level. Business users of Learning are EEA-based enterprise users of that service.

230. Organizations that purchase a LinkedIn Learning enterprise license for their employee base may assign account administrators responsible for managing the account. Learning enterprise account administrators generate and provide data to LinkedIn in connection with managing the account. These data are generated or provided when account administrators, for example, add users, upload a list of users (*e.g.*, via comma-separated values ("**CSV**") file), recommend courses, curate user learning paths, send customized invitation emails, and engage with account administrator tools and features.

231. Learning enterprise account administrators may also upload custom content, third-party licensed content, or content from their own Learning Management Systems through LinkedIn Learning Hub. Learning Hub enterprise customers may also integrate their Learning Management Systems with Learning Hub, including Learning Management System data relating to employee assignments, progress, and content viewed. LinkedIn Learning enterprise customers and their employees can thus use Learning Hub to access and manage learning content for their workforce across multiple content providers.

232. Learning enterprise business users can assign Learning licenses to employees who are LinkedIn members and may engage with Learning course content and other Learning features. Members engaging with the Learning platform, courses, and other features generate data to LinkedIn. This data may include, for example, 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.

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

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

233. 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. These data access and use measures outlined in this section were implemented prior to designation of the LinkedIn CPS.

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

234. 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.

235. LinkedIn's Data Security Standard and Data Protection and Classification 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**

236. 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 Data Protection Classification 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 the dataset owners. These existing restrictions, in place prior to the LinkedIn CPS's 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.[103]

237. LinkedIn also implemented certain data access and use restrictions for business teams who regularly work and interact with LinkedIn business users. For example, LinkedIn's business development team helps to guide company strategy by, among other things, evaluating and incorporating partner and customer feedback relating to LinkedIn's products and services. The team shares the insights, learnings, and information gathered from interactions with partners and customers across business lines in an internal system for purposes of improving and centralizing record management. LinkedIn has imposed access restrictions on this system to ensure it can be accessed only by the business development team; that is, other business teams, including product or sales teams, cannot access the information in this system for any purpose, including for competitive purposes. In addition, the business development team was provided with guidance and training on the appropriate internal use and internal distribution of this information. This guidance included the direction that confidential information received from LinkedIn partners or business users should not be shared with, or used by, employees who are uninvolved in the relevant business relationship.

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

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

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

240. 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,

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[103] 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.

including: (i) establishing standardized processes for requesting access to or the sharing of data between LinkedIn and Microsoft; (ii) implementing reviews by legal, business, engineering, and information security stakeholders for any proposed data sharing arrangements; and (iii) instituting data transfer protocols and requirements applicable to any employees seeking to transfer data from LinkedIn to Microsoft.

241. 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.[104]

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

242. 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.

243. LinkedIn will also provide general DMA training directly to employees in connection with Microsoft's annual Standards of Business Conduct ("**SBC**") 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 SBC annually.

D. Measures Relating To Competition Trainings To Relevant Business Teams

244. 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

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[104] As noted above, while LinkedIn is a Microsoft subsidiary, 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 data, and thus, aside from routine data sharing for information security purposes, the avenues by which LinkedIn would make data available to Microsoft in a programmatic manner would be through an API service.

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 in competition with those business users. This training, provided prior to designation, continues to help minimize Article 6(2) non-compliance risk within LinkedIn.[105]

245. LinkedIn, after designation, has implemented mandatory, annual 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, offers real world hypotheticals for both core and edge impacted use cases, 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.

246. 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.[106]

ii)   specific information (including, if applicable, data points, visual illustrations and recorded demos[107]) 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;

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

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[105]   LinkedIn also provided guidance to the business team responsible for marketing LinkedIn's own products and services on LinkedIn through ads, including directions that internal LinkedIn marketing teams should not have access to (i) LinkedIn's online advertising service (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 insights, LMS algorithms, or customer-specific ad campaign information or data), which could potentially be used to compete against those same business users.

[106]   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.

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

b)   when the measure was implemented;

248.   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)** are implemented by the compliance deadline.

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

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

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

250.   LinkedIn's measures relating to competition policies and mandatory policy training, as well as competition trainings to relevant business teams, are implemented globally across the company. LinkedIn's data access controls and use restrictions are generally implemented globally across the company.

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);

251.   As detailed in **Section 2.1.2 (i)** 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,[108] consent forms,[109] warning messages, system updates, functionalities available, or customer journey to access functionalities[110]);

252.   LinkedIn has not made any changes to the customer experience in connection with implementation of the Article 6(2) measures detailed in **Section 2.1.2 (i)** above.

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

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[108]   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.

[109]   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.

[110]   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.

> **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);**

253.   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;**

254.   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[111] 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;**

255.   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;**

256.   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**

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[111]   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;

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

    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;

258. 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;

259. 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;

260. 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[112]), business user surveys or consumer surveys or end user consent rates,[113] that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[114]

261. 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

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[112]   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.

[113]   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)).

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

evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;[115]

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.

    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;**

263. 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.

    r)   **any relevant data[116] 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;**

264. 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;**

265. 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

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

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

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).**

266. 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)

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

Regarding Article 6(4)

268.   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:

269.   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, by the compliance deadline of 7 March 2024.

2.1.2.   An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data[117] 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

270.   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.*"

271.   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[118] 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.

272.   The LinkedIn feed ranks content from four main sources: (i) content from other LinkedIn members whom the member is connected with or follows; (ii) sponsored updates from advertisers; (iii) job recommendations sourced from the LinkedIn 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.

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[117]   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.

[118]   *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.*"

273.   LinkedIn ranks the feed in three passes:

- First, a ML model ranks all the content from other LinkedIn members whom the member is connected with or follows using a wide range of criteria, including [CONFIDENTIAL].

- Second, a set of rules make sure that some criteria are also met, including not showing videos back-to-back, [CONFIDENTIAL].

- Third, the set of sponsored updates and job recommendations provided by LMS and LinkedIn Jobs are slotted into the feed. For sponsored updates, LinkedIn starts displaying them [CONFIDENTIAL]. For job recommendations, LinkedIn displays them in the JYMBII module in the top ten or so updates if the member [CONFIDENTIAL]. To the extent displayed, a JYMBII module will be subject to the feed's ranking model described above but will always be placed below the most relevant organic and sponsored posts at the top of the feed.

274.   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.

275.   As of the DMA compliance deadline, 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**); (ii) LinkedIn Jobs' recommendations displayed on the LinkedIn CPS through its ranking system for the JYMBII module on a member's feed (**Section B**); and (iii) LinkedIn Learning's course recommendations displayed on the LinkedIn CPS feed (**Section C**). As explained below, LinkedIn does not self-preference LinkedIn products or services in ranking on its online social networking CPS and applies transparent, fair, and non-discriminatory ("**FRAND**") conditions to ranking ads, jobs, and courses on the LinkedIn CPS.[119]

A.   **LMS Ad Ranking**

276.   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.

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[119]   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 LinkedIn 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.

1. LMS Tools And Advertising Products

277. 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.

278. 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. 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 18**.

Figure 18. Example Of Sponsored Content Ads
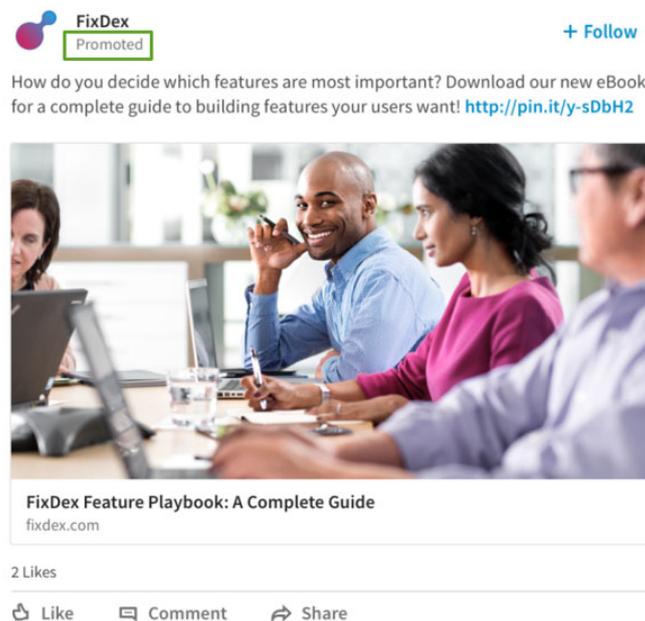
Source: LinkedIn

- **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 19**.

Figure 19. Example Of Text Ads
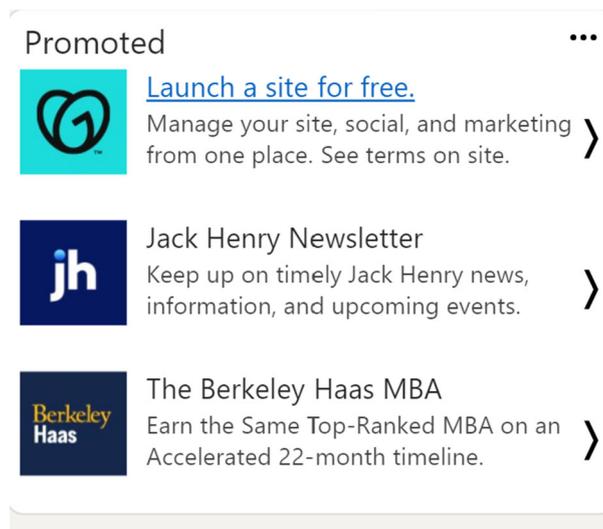
Source: LinkedIn

- **Dynamic Ads**. Dynamic Ads personalize advertiser creatives for each member in their target audience at scale, as shown in **Figure 20**. 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 20. Example Of Dynamic Ads

Source: LinkedIn

279. 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

280. LinkedIn applies FRAND conditions to its LMS ad auctions and associated rankings. LinkedIn treats all LMS advertising customers equally in its ad auctions. 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 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.   <u>LinkedIn runs an automated auction to determine which ads are shown to members and in what order</u>

281.   LinkedIn runs an automated, second-price 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.[120]

282.   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.[121] 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.[122] 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.[123]

283.   The two main factors that determine ad-auction ranking are an advertiser's bid value and relevancy score. LinkedIn's ad auction multiplies bid value by relevancy score to calculate an overall score. The ad with the highest overall score wins the auction.

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[120]   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.pdf.

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

[122]   Sponsored Content Ad auctions simultaneously rank the top [0-100] competing ads and display those ads to a member in their feed in that ranked order. If a member is shown all [0-100] ranked ads in one session, LinkedIn runs another ad auction and ranks another [0-100] competing ads to display to a member.

[123]   The ad auction for all these ad types ranks ads in the same way – by considering the bid 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 21. Factors Determining Ad Auction Ranking[124]

Source: LinkedIn

Figure 22. Example Of Ad Auction Ranking
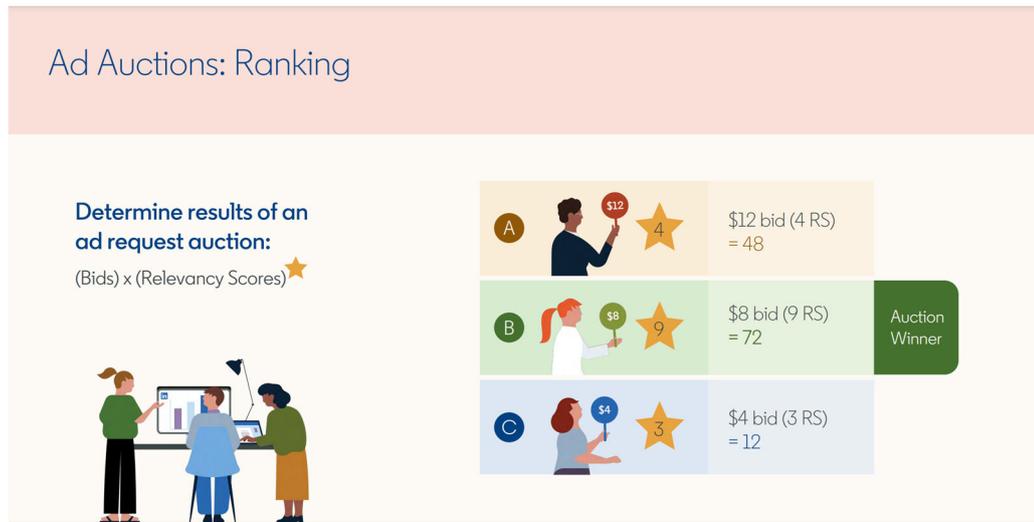
Source: LinkedIn

284. **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.

285. 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

- **Target-cost bidding** allows advertisers to specify a cost per key result and get the most results possible at or close to that value.

286. LinkedIn uses a second-price auction system to determine ad ranking. In second-price auctions, the advertiser sets the bid but will be charged only for the amount needed to win the auction. The winner of the auction is the highest bid but only pays the price

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[124] *See* https://www.linkedin.com/business/marketing/blog/linkedin-ads/how-the-linkedin-ads-auction-works-and-how-you-can-benefit.

offered by the second-highest bidder plus 1 cent. For example, if the advertiser's bid is EUR 8 and the next highest bid is EUR 4, the advertiser will pay EUR 4.01 (assuming the relevance scores are the same for the two ads).

287. **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.

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

Figure 23. Overview Of How Ad Auction Works
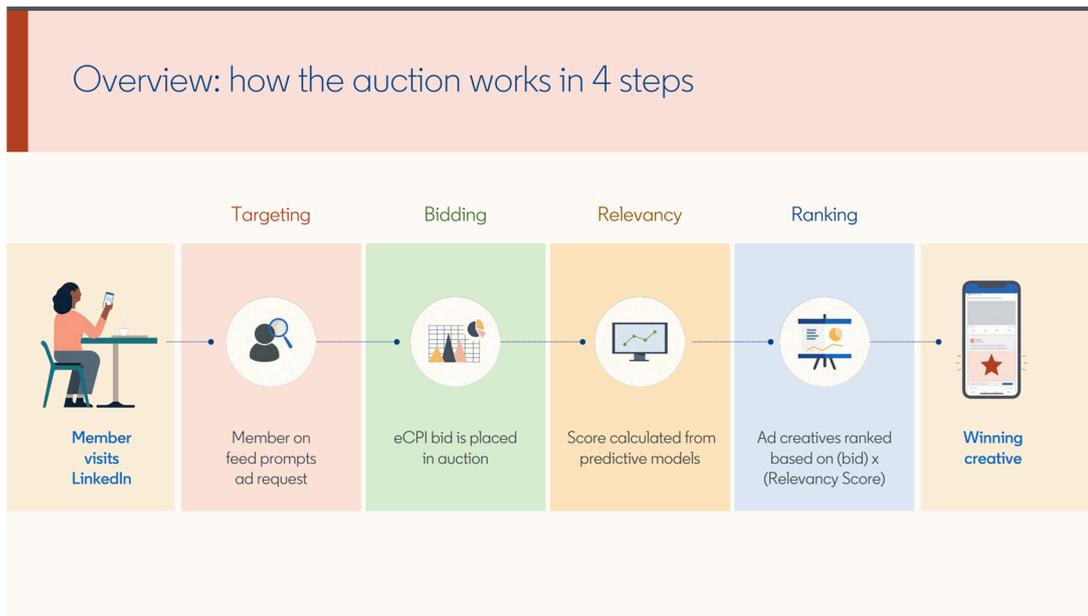
Source: LinkedIn

289. 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.[125]

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[125] *See*, *e.g.*, public-facing resources including https://www.linkedin.com/help/lms/answer/a501530/linkedin-advertising-auction?lang=en-us&intendedLocale=en#:~:text=When%20you%20advertise%20on%20LinkedIn,to%20calculate%20an%20overall%20score and https://www.linkedin.com/business/marketing/blog/linkedin-ads/how-the-linkedin-ads-auction-works-and-how-you-can-benefit.

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

290.   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.

291.   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 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.   <u>LinkedIn members have control over the ads they see in their feeds</u>

292.   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.

293.   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.

294.   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 24** below provides an example of this option as it would appear for a member in their feed:

Figure 24. Possible Actions On Promoted Content
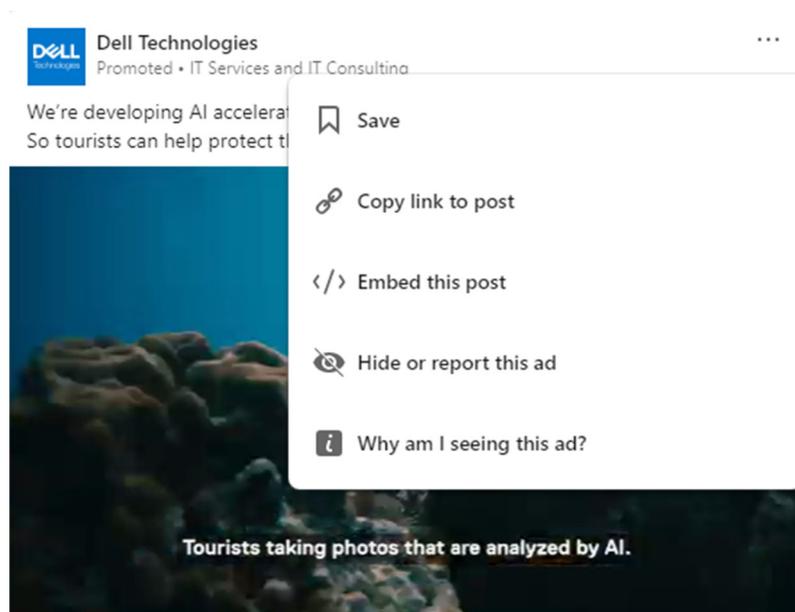
Source: LinkedIn

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

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

296.   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 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.

297.   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.

298.   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.[126] 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.

299.   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.

300.   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 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 will provide its LMS and internal marketing teams with regular and mandatory legal training specifically tailored to Article 6(5) and self-preferencing.

B.   Jobs Posts

301.   LinkedIn Jobs is not a CPS, but a service provided together with the LinkedIn CPS. LinkedIn Jobs provides LinkedIn members with tools to discover job posts and apply to those jobs both on LinkedIn and by linking to third-party sites (such as employer career pages). Job posts can be posted natively to LinkedIn or ingested from third-party websites and systems, such as ATSs. Business users can choose to promote job posts to LinkedIn members through certain monetized channels on the LinkedIn platform.[127]

302.   Job posts shown to LinkedIn members on the LinkedIn CPS are potentially relevant job opportunities *at* the companies posting the job – they are not "*services or products offered by the gatekeeper itself* [… or] *of a third party*" and thus are not the type of offerings at issue under Article 6(5) of the DMA. A company posting a job post is not offering a service (or a product), it is instead asking to receive a service from a potential employee. To the extent Article 6(5) of the DMA applies to job posts on the LinkedIn CPS, it complies with this obligation as LinkedIn applies FRAND conditions to job relevance models.

303.   This section (**1**) provides an overview of how job posts appear and are ranked on the LinkedIn CPS and (**2**) explains how LinkedIn currently complies with Article 6(5) of the DMA.

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[126]   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.

[127]   *See* https://www.linkedin.com/help/linkedin/answer/a520679.

1. **Job Posts On The LinkedIn CPS**

304. Job posts appear, as recommendations, on the LinkedIn feed within a JYMBII module as shown in **Figure 25** below.

Figure 25. JYMBII Module
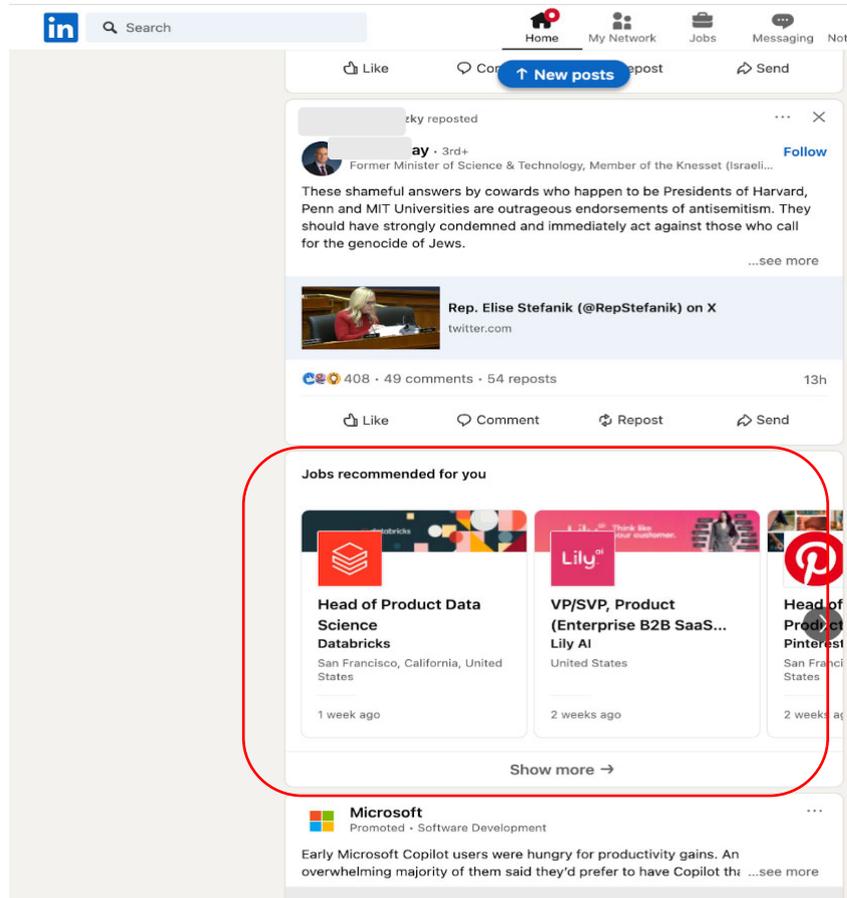
Source: LinkedIn

305. First, all job posts appearing in the JYMBII module are sourced from the LinkedIn Jobs Page, which includes job posts from a multitude of sources:

- Individuals and organizations posting jobs on the LinkedIn Jobs Page (either directly or through their ATSs); and

- Jobs ingested from third-party ATSs, job boards, job aggregators, and career sites (including through partnership agreements[128]).

306. When a member clicks on a job post within the JYMBII module, that member is brought to the "LinkedIn Job Details Page" for that job post, which provides further details on

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[128] Typical agreement terms are standard with a one year auto-renewing term, and partners are subject to the LinkedIn Job Terms and Conditions (*see* https://www.linkedin.com/legal/jobs-terms-conditions) and the Third-Party Job Listing and Job Site Inclusion Guidelines (*see* https://learn.microsoft.com/en-us/linkedin/talent/job-postings/xml-feeds-job-posting-guidelines).

the job opportunity. As shown above, there is limited space within the JYMBII module itself to provide sufficient information for the member to understand the job opportunity and employer as well as to determine potential fit or interest for that job. That is what the LinkedIn Job Details Page does.

307. <u>Second</u>, two instances of ranking are relevant for job posts on the LinkedIn feed through the JYMBII module: (i) ranking *within the JYMBII module* and (ii) ranking of the JYMBII module *within the feed* relative to other content on the feed.

308. For ranking within the JYMBII module, because the JYMBII module is part of LinkedIn Jobs and the ranking is determined by LinkedIn Jobs, this does not fall within the scope of Article 6(5) of the DMA. However, even if the JYMBII module were viewed as being part of the LinkedIn CPS because it appears in the feed, the selection and ranking mechanisms for job posts displayed within the JYMBII module on the feed are *not* impacted by where the data is sourced and thus complies with Article 6(5) of the DMA. Anyone, including competing job boards or job aggregators, can post jobs on the LinkedIn Jobs Page and those job posts will be displayed and ranked in the JYMBII module based on relevance to the LinkedIn member, without taking into account whether the job post is sourced from LinkedIn or a third party.

309. As regards ranking of the JYMBII module within the feed, the LinkedIn CPS places the JYMBII module, relative to other feed content, based on the following criteria:

- [CONFIDENTIAL];

- [CONFIDENTIAL];

- [CONFIDENTIAL]; and

- [CONFIDENTIAL].

310. LinkedIn displays the JYMBII module in the top ten or so updates, only if the member has exhibited behavior that leads LinkedIn to believe they are an active jobseeker (*e.g.*, [CONFIDENTIAL]). A JYMBII module is ranked on the feed based on the ranking model described above but will always be placed *below* the most relevant organic post and ad displayed at the top of the feed for a given member.

311. This way of displaying the JYMBII module on the feed aligns with (i) how LinkedIn members derive value from the CPS (through discovering content, such as job opportunities, most relevant to them based on their LinkedIn profile and activity data, irrespective of source), (ii) how LinkedIn monetizes the CPS (through ads and subscription services for enhanced CPS features), and (iii) how the LinkedIn CPS derives its value (through encouraging member engagement on the feed by surfacing the most relevant content – regardless of type of content, format, or source – rather than through displaying multiple and diverse sites as search results as would be the case for general search engines).

312. The LinkedIn Job Details Page provides logged-in members an authenticated user experience in helping them assess their interest and qualification for the job by showing any LinkedIn connections who have previously worked or currently work at the prospective employer company; skills on their profile that appear to match the job

qualifications on the job post; displaying information about the employer company; as well as information on whether the job post is from a third-party job board or job aggregator, as shown below:[129]

Figure 26. Job Details Page
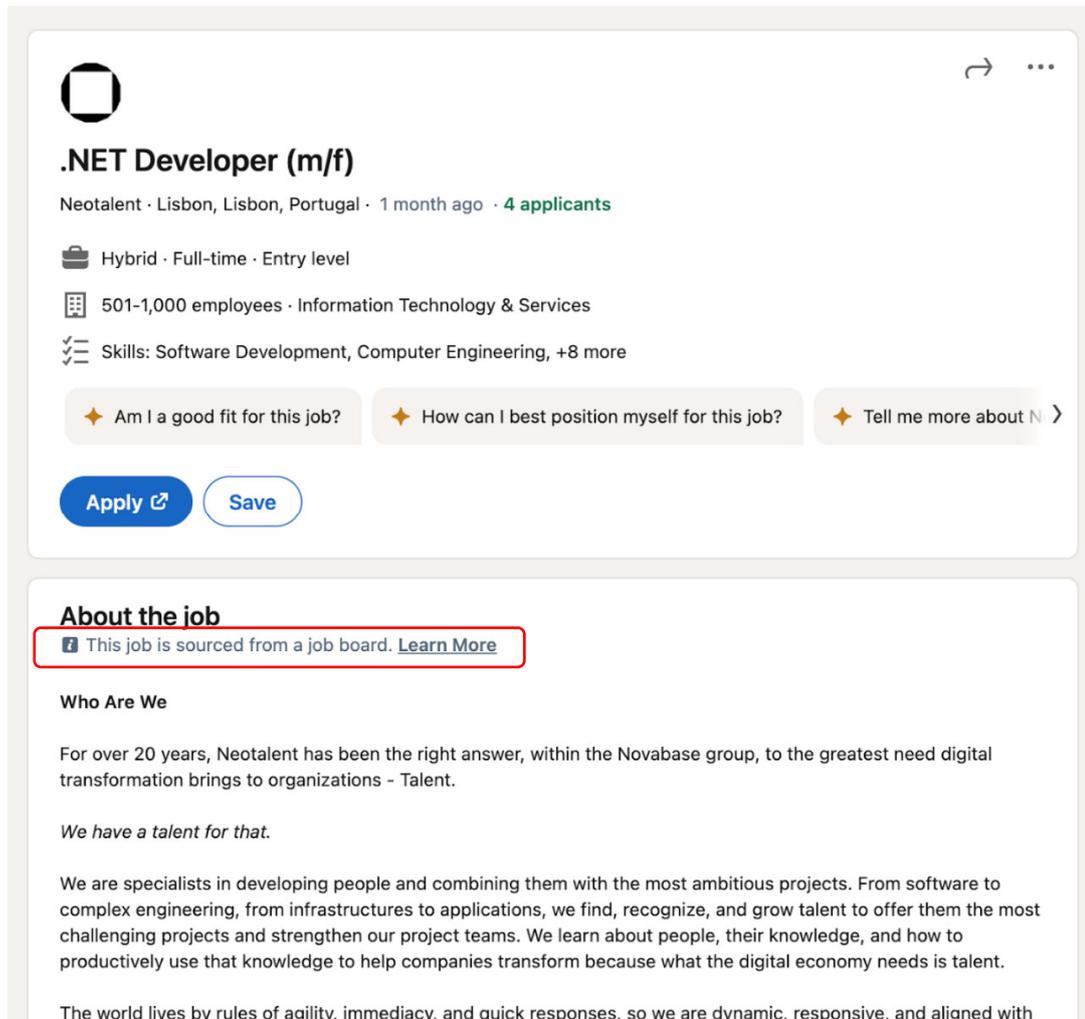
Source: LinkedIn

313. As illustrated in **Figure 26**, members can see if the job post comes from LinkedIn Jobs or a third-party job board in the discovery process of job opportunities on LinkedIn. For such job posts sourced from third-party job boards or aggregators, the members are directly taken to those third-party sites upon clicking on the "Apply" button to apply for the job posts there, outside of LinkedIn.

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

314. LinkedIn complies with Article 6(5) of the DMA as it relates to its job posts on the LinkedIn CPS. As detailed above, LinkedIn applies FRAND conditions to its jobs ranking – both in terms of how job recommendations are ranked within the JYMBII module and how the JYMBII module has been ranked on the feed. Following

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[129]   "Learn More" is linked to the relevant LinkedIn Help Center article, *see* https://www.linkedin.com/help/linkedin/answer/a1420172?lang=en-us&intendedLocale=en.

discussions with the Commission in 2024, LinkedIn plans to remove the JYMBII module from the LinkedIn feed for EEA-Based Members by end of March 2024.

C.   <u>Learning Course Content</u>

315. LinkedIn 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 LinkedIn Learning users.

316. LinkedIn 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).

317. Only the first two categories of course content above, *i.e.*, LinkedIn 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 LinkedIn Learning users on the separate LinkedIn Learning platform, including in the "unbound" experience where the Learning customer's employees need not log into the LinkedIn CPS to access the courses. LinkedIn Learning customers can also integrate LinkedIn 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 LinkedIn Learning.[130]

318. LinkedIn complies with Article 6(5) of the DMA with respect to Learning courses shown on the LinkedIn CPS because they are LinkedIn 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.[131]

> **ii)   specific information (including, if applicable, data points, visual illustrations and recorded demos[132]) for each measure implemented in the context of Regulation (EU) 2022/1925, regarding:**

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[130]   *See* https://learn.microsoft.com/en-us/linkedin/learning/lms-integrations/integration-docs/lms-integrations-overview.

[131]   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 LinkedIn Learning service.

[132]   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;

319.   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;

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

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

321.   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);

322.   Any new measure described in **Section 2.1.2 (i)** will apply only to relevant EEA- and Switzerland-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);

323.   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,[133] consent forms,[134] warning messages, system updates, functionalities available, or customer journey to access functionalities[135]);

324.   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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[133]   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.

[134]   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.

[135]   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);

325.   None.

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

326.   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[136] 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;

327.   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;

328.   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;

329.   None.

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[136]   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;**

330. None.

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

331. 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;**

332. None.

o) **any type of market analysis or testing (in particular A/B testing[137]), business user surveys or consumer surveys or end user consent rates,[138] that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[139]**

333. 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;[140]**

334. 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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[137] 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.

[138] 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)).

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

[140] 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;**

335. 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.

> **r)   any relevant data[141] 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;**

336. 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;**

337. 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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[141]   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).

338.   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 and the JYIMBII module on the feed.

Regarding Article 6(6)

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

Regarding Article 6(7)

340.   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:

341. 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, by the compliance deadline of 7 March 2024.

2.1.2. An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data[142] 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**

342. Article 6(8) of the DMA requires the gatekeeper to "*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.*"

343. LinkedIn offers online advertising services branded as LMS. While LMS is an online advertising CPS within the meaning of the DMA,[143] 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.[144]

344. 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*

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[142]   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.

[143]   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.

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

integrated with other core platform services of the same undertaking." As explained in 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.

345. 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.

346. 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.

347. 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**

348. 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 27** below.

Figure 27. Accessing LMS Campaign Manager
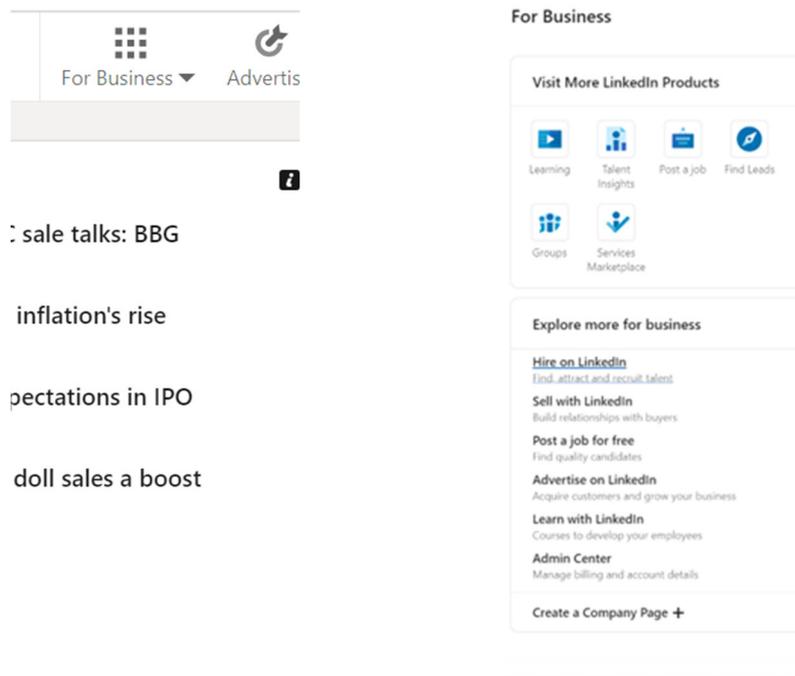
Source: LinkedIn

349.   Campaign Manager enables advertisers to create and measure their LinkedIn advertising campaigns. Key features of Campaign Manager include the Account, Campaign Groups, Campaigns, and Ads features.

- **Account.** Each account is mapped to a single LinkedIn page. This is typically the member's business page on LinkedIn. Most advertisers use only one account but large organizations may have different accounts for each business unit and advertising agencies may use different accounts for each client.

- **Campaign Groups.** Campaign Groups enable advertisers to combine related campaigns (*see* **Figure 28**). For example, if an advertiser wants to launch different campaigns that are all related to the same product or event, they may create a single Campaign Group. Advertisers can also use Campaign Groups to control the status, schedule, and total budget for all the campaigns associated with the Campaign Group. A default Campaign Group, called "Default Campaign Group," is automatically created for advertisers using the Campaign Manager tool for the first time.

Figure 28. Campaign Manager View Of Campaign Groups
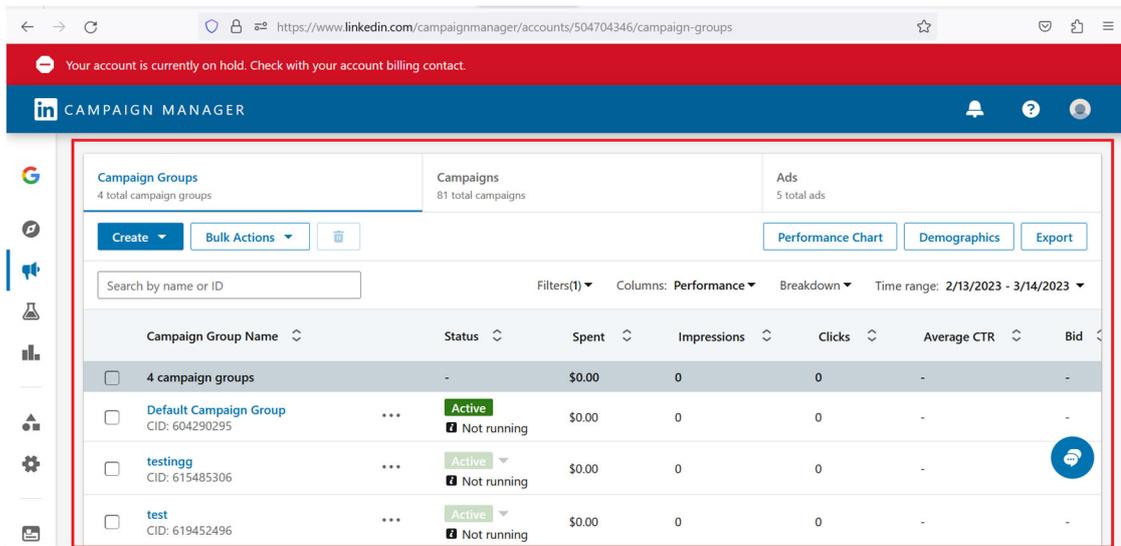
Source: LinkedIn

- **Campaigns.**   Each Campaign has a specific objective and targets an audience within an advertiser's Campaign Group (*see* **Figure 29**). LinkedIn has various advertising objectives, including brand awareness, website visits, lead generation, website conversions, *etc*.

Figure 29. Campaign Manager View Of Campaigns
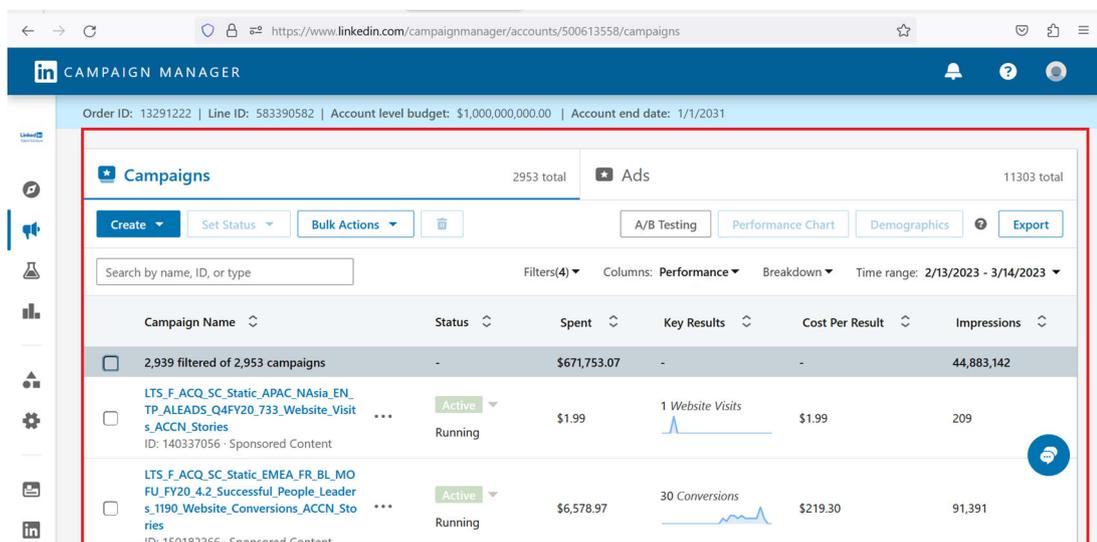
Source: LinkedIn

- **Ads**. An ad is what the audience will see. There are many types of ad formats but this typically includes the creative, a headline, copy, and a destination URL (see **Figure 30**).

Figure 30. Campaign Manager View Of Ads
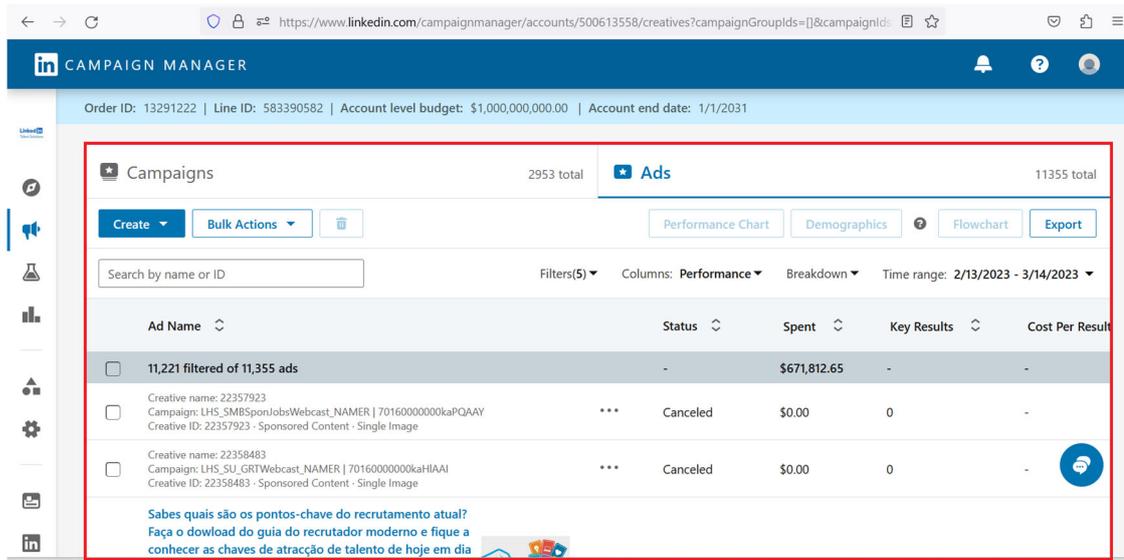
Source: LinkedIn

350. 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

351. 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 new practices following the LinkedIn CPS designation (**Section 2**).

1.   Existing Advertiser-Side Transparency Practices

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

353. 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.

354. Various metrics are available to measure the 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.

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- **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.[145]

- **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.

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

356.   **Reporting Dashboard.** In the reporting dashboard, advertisers can view metrics to measure the performance of their ad campaigns and ads, as shown in **Figure 31**. Advertisers can adjust the information shown in the reporting dashboard using various options above the column names. Advertisers can also adjust the Campaign Groups, Campaigns, or Ads views by using "Search" or the "Filters" dropdown menu or by switching between the "Campaign Groups," "Campaigns," and "Ads" tabs at the top. "Search" helps advertisers find specific Campaign Groups, 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 Campaign Groups, Campaigns, and Ads tabs.

Figure 31. Campaign Manager's Reporting Dashboard
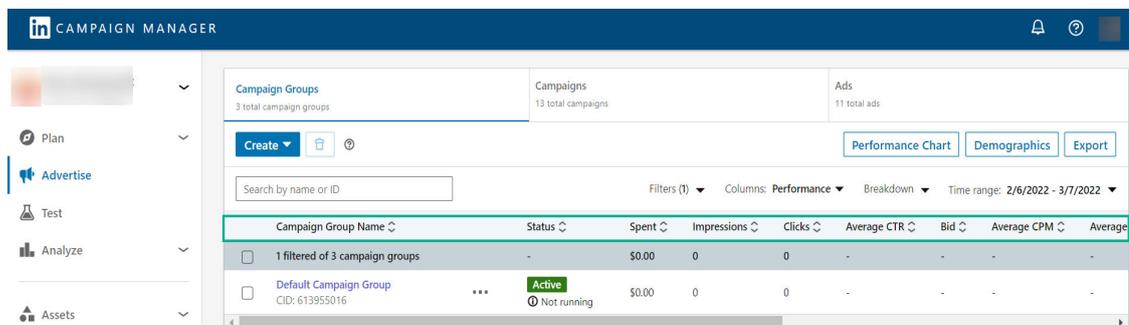
Source: LinkedIn

357.   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 31** above) to compare performance for conversions, LAN, carousel image cards, and device type, for instance.

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[145]   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.

358.   The "Conversions" breakdown allows customers to view how many conversions were received for each conversion added to the campaign.

- 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.

359.   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.

360.   **Performance charts and 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 32**).

Figure 32. Viewing Charts And Demographics
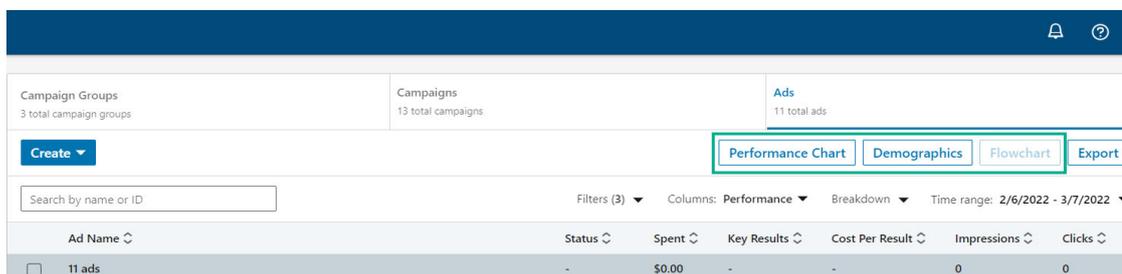
Source: LinkedIn

361.   <u>Performance charts</u> allow customers to view graphs of their campaign 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 33**.

Figure 33. Example Of Performance Chart
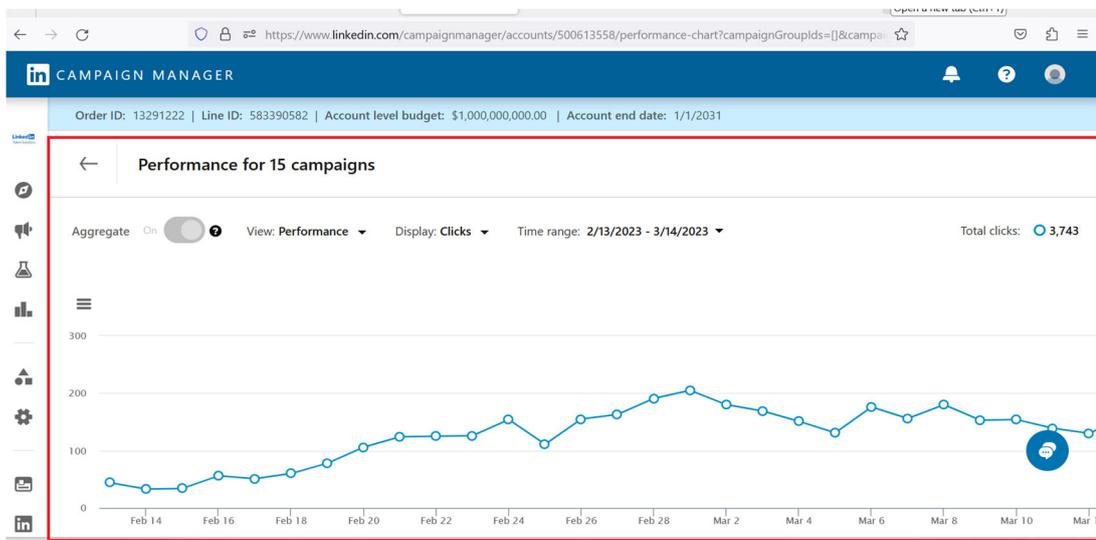
Source: LinkedIn

362.   Demographics allows customers to view information about the types of individuals who interacted with the customers' ads (*see* **Figure 34**). Understanding the audience engaging with the customers' ads at an aggregated level can help advertisers optimize their ad creatives and target audience. The Demographics view provides additional breakouts by standard 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 demographic breakdowns are aggregated and use DP[146] to ensure individual LinkedIn members cannot be identified by the aggregated results.

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[146]   *See*   https://engineering.linkedin.com/blog/2019/04/privacy-preserving-analytics-and-reporting-at-linkedin.

Figure 34. Example Of Demographics View
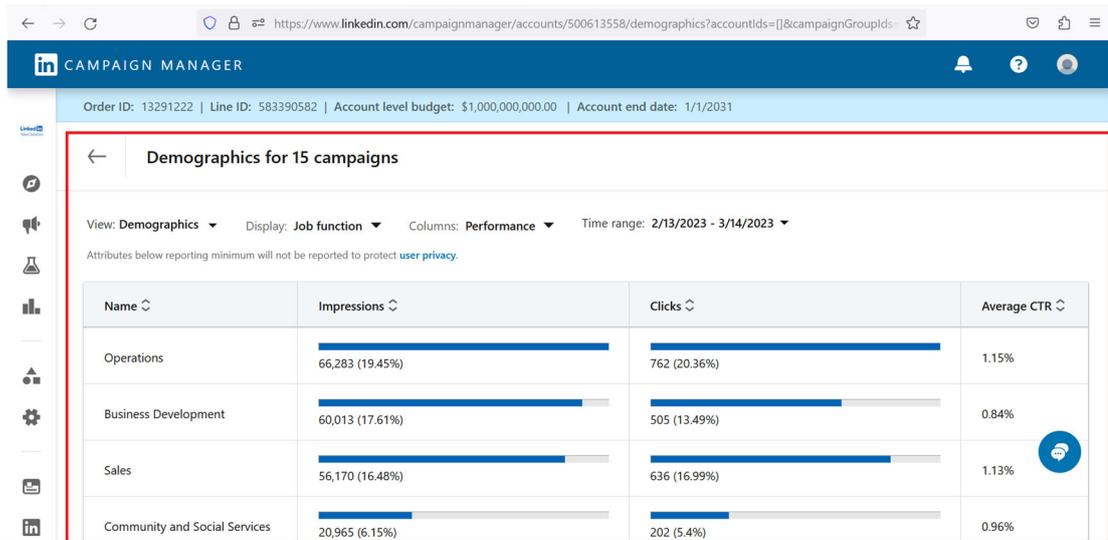
Source: LinkedIn

363.   **CSV Report.** Metrics are also available to advertisers in CSV reports. LMS customers can download a CSV report of ad performance metrics or demographics by clicking the "Export" button, as shown in **Figure 35**.

Figure 35. Exporting A CSV Report
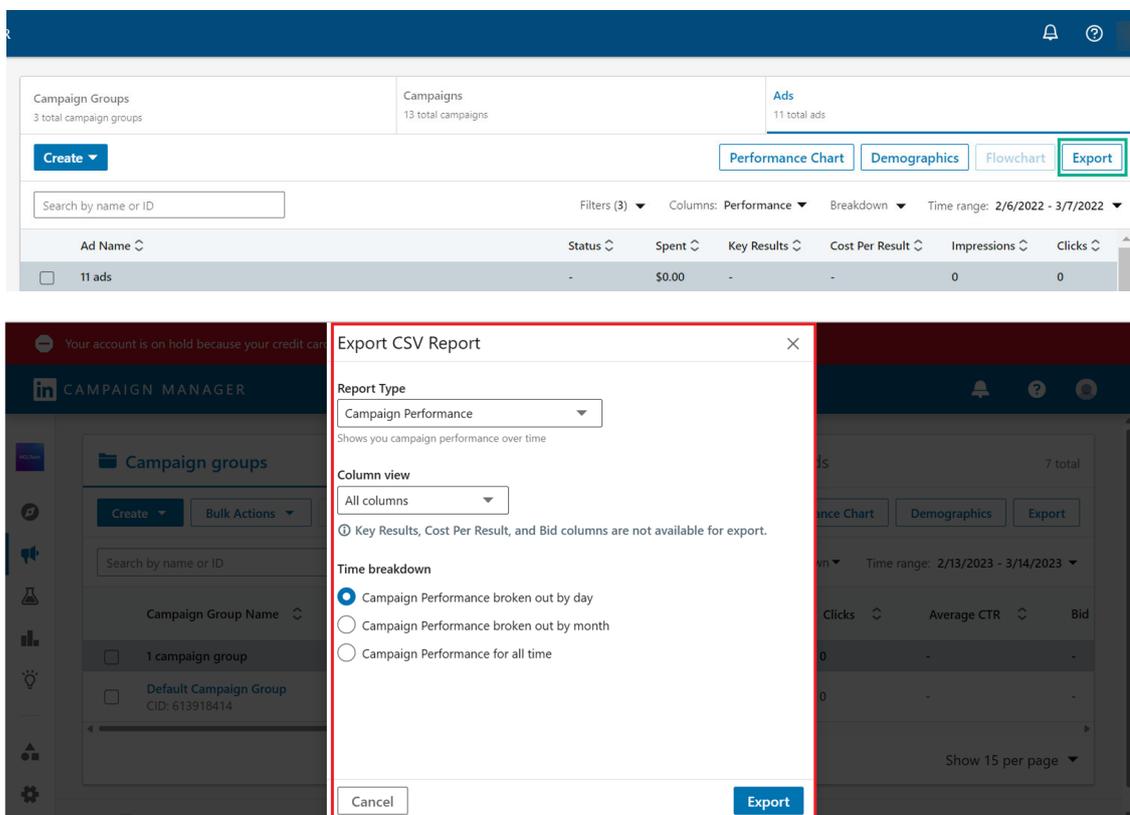
Source: LinkedIn

364. 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 2** below.

Table 2. Examples Of CSV Report Types

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

Source: LinkedIn

365. The report types available for selection when exporting will vary depending on the account level an advertiser is viewing, as shown in **Figure 36**. The level also determines whether the rows of each report will contain campaigns or ads, as well as some of the columns included in the report.

Figure 36. CSV Report Content Depending On Account Level

	Account	Campaign Group	Campaign	Ad
Campaign performance	✓	✓	✓	
Ad performance	✓	✓	✓	✓
Audience network campaign performance	✓	✓	✓	
Audience network ad performance		✓	✓	✓
Demographics	✓	✓	✓	✓
Conversion performance		✓	✓	
Conversion ad performance		✓	✓	✓
Conversation ad CTA performance		✓	✓	✓
Placements campaign performance		✓	✓	
Placements ad performance		✓	✓	✓
Leads			✓	

Source: LinkedIn

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

366.   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

367.   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.

368.   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).

369.   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.

370.   Second, LinkedIn has relied on existing and new 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. 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 to flag any suspicious behavior from member profiles; and (ii) Pixalate (a third-party solution)[147] flags fraudulent traffic that LinkedIn can then resolve.

371.   Viewability is a metric that helps inform advertisers regarding the viewability of their ads or let them know that the ads they have purchased have the opportunity to be seen by a potential end customer. With respect to viewability of onsite ads, LinkedIn currently provides viewability metrics for the video ad format using the Integral Ad Science standard for viewability measurement.

372.   Separately, LinkedIn ensures brand safety by monitoring and filtering brand unsafe inventory by adhering to the Global Alliance for Responsible Media ("**GARM**") brand safety and suitability standards. If the ad placement is found not to be compliant per GARM brand safety standards, it is blocked.

ii.   New practices

373.   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 has implemented a new 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 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).

374.   **API infrastructure.** With respect to the "*independent verification of the advertisements inventory*" requirement of Article 6(8) of the DMA, the new 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 37**.


[147]   *See* https://www.pixalate.com/.

Figure 37. High-Level Diagram Of API Mechanism
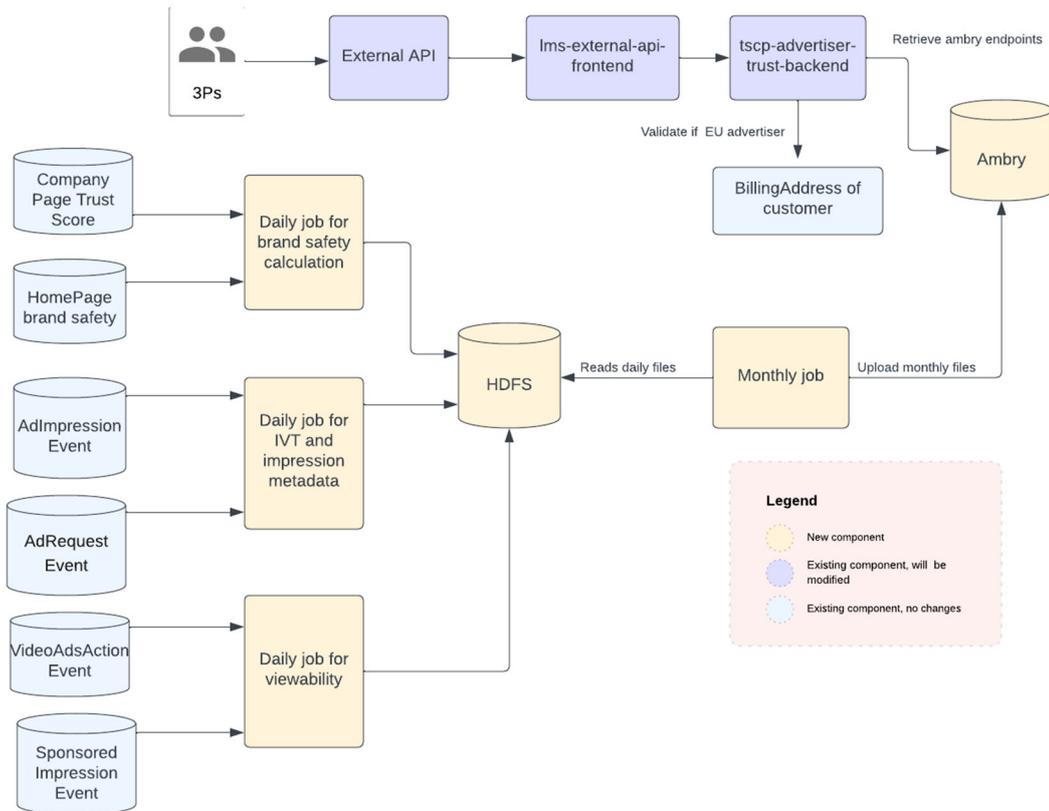
Source: LinkedIn

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

Figure 38. Steps To Access Article 6(8)-Related API Product
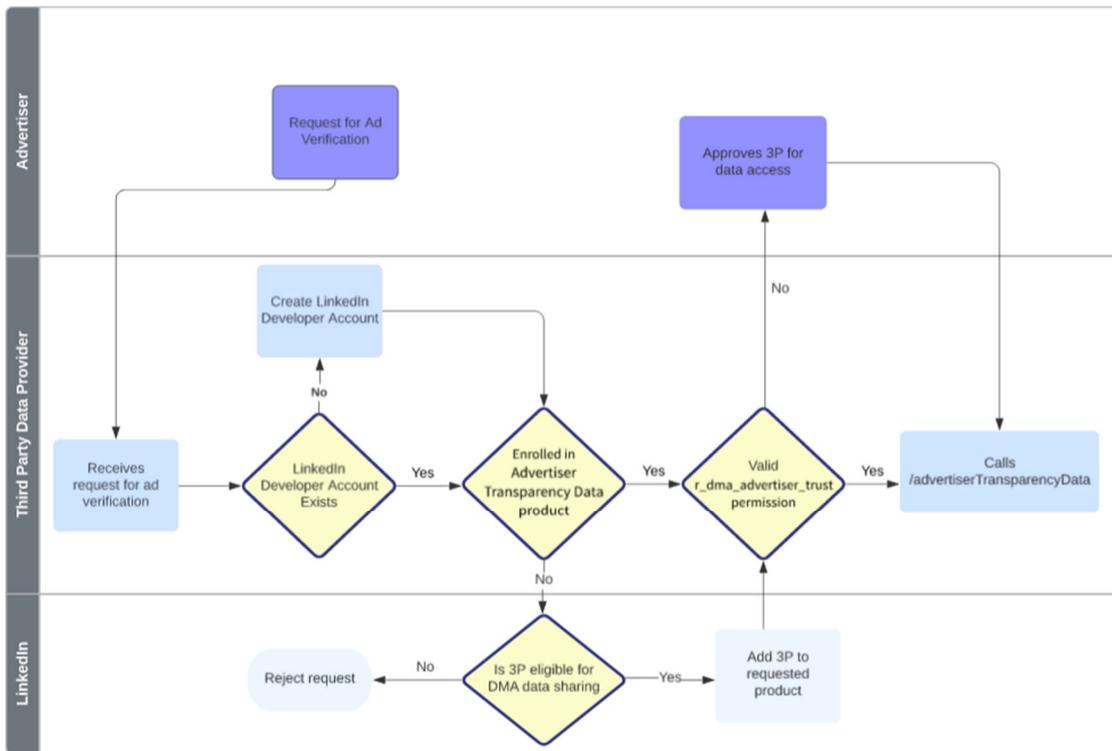
Source: LinkedIn

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

377.   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 Media Ratings Council ("**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).

378.   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 online 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.

379. **(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.

380. **(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 will provide the requisite access to the verification partner and make any other technical documentation available to help enable the integration with that partner.

381. **(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 39** below.[148] To create an application, third-party measurement partners must provide

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[148]   *See* https://www.linkedin.com/developers/apps/new.

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 39. Creating An Application

Source: LinkedIn

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

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Figure 40. Access Token Creation
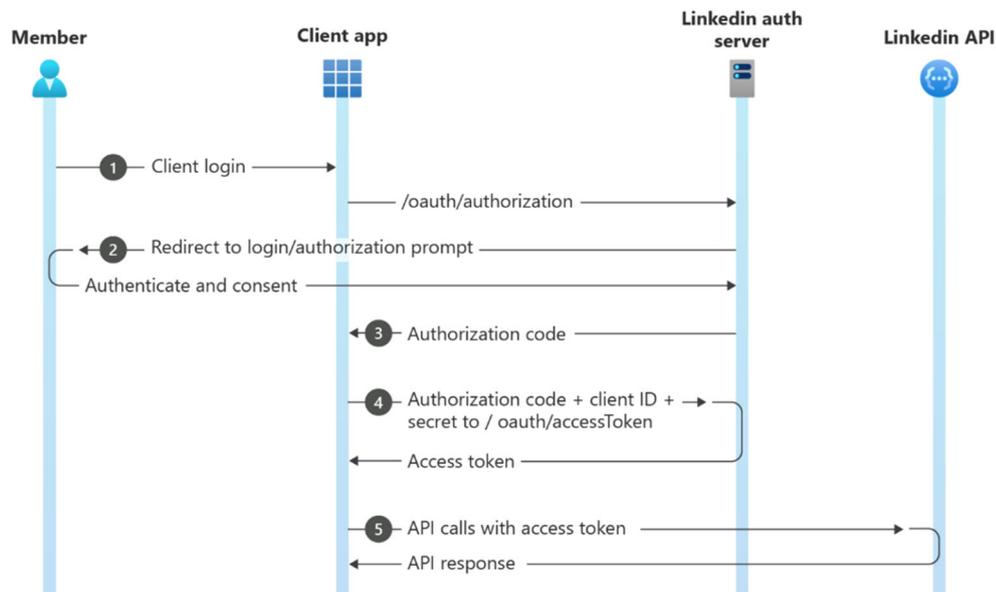
Source: LinkedIn

383.   Once the LMS customer (advertiser) approves the request, the third-party measurement partner will have 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 will require the advertiser-requested third-party verification partners not to share members' personal data with advertisers.

384.   Data will be provided in a CSV file format on a monthly basis at the ad account level.

C.   **Publisher-Side Transparency**

385.   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[149]) 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;**

386. 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 implemented for DMA compliance of the LinkedIn CPS with Article 6(8) of the DMA.

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

387. The new measures described in **Section 2.1.2 (i)** are implemented by the compliance deadline.

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

388. 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);**

389. The geographic scope of the new 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);**

390. Microsoft refers to **Section 2.1.2 (i)** above for a description of the technical changes made in connection with the implementation of the new 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,[150] consent forms,[151] warning messages, system**

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

[150] 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.

[151] 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[152]);

391. 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)**).

392. 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);

393. 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.

394. In addition, LinkedIn will require 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;

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

   i)   any consultation[153] 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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[152]   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.

[153]   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;

396. 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;

397. 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;

398. 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;

399. In February 2024, LinkedIn published company posts and related materials to inform its members about the forthcoming DMA-related changes, including the new Article 6(8)-Related API Product.[154] In addition, Microsoft refers to **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;

400. None.

n)   where applicable, all actions taken to protect integrity, security or privacy (e.g., data access, data retention policies) pursuant to the relevant

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[154]   *See*, *e.g.*, https://news.linkedin.com/2024/February/LinkedIn-in-Europe-Changes-for-the-Digital-Markets-Act; https://www.linkedin.com/help/linkedin/answer/a6232106?lang=en-US; https://learn.microsoft.com/en-us/linkedin/dma/transparency/advertiser-transparency?tabs=http; and https://learn.microsoft.com/en-us/linkedin/dma/.

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;

401.   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,[155] LinkedIn requires the third-party verification partners not to share members' personal data with advertisers.

402.   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[156]), business user surveys or consumer surveys or end user consent rates, [157] that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[158]**

403.   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**

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[155]   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.

[156]   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.

[157]   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)).

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

evolution of the impact of the measure on the objectives of Regulation (EU) 2022/1925;[159]

404. 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;**

405. 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.

r) **any relevant data[160] 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;**

406. 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.

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

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

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

407. 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).**

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

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, Cost per 1,000 member accounts reached, Average CTR, Reactions, Comments, Shares, 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, Conversions, Click Conversions, View Conversions, Conversion Rate, Cost Per Conversion, Total Conversion Value, Return on Ad Spend, Leads, Lead Form Opens, Lead Form Completion Rate, Cost Per Lead, Event Registrations, Click Event Registrations, View Event Registrations, Viral Event Registrations, Viral Click Event Registrations, Viral View Event Registrations, 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, Sends, Opens, Sponsored Messaging Clicks, Button Clicks, Banner Clicks, Link Clicks, Open rate, Click to Open Rate, Cost per Send, Cost per Open, Headline Clicks, Headline Impressions, Headline CTR, 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, 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.[161]

actionClicks
adUnitClicks
approximateUniqueImpressions
cardClicks
cardImpressions
clicks
commentLikes
comments
companyPageClicks
conversionValueInLocalCurrency
costInLocalCurrency
costInUsd
dateRange
documentCompletions
documentFirstQuartileCompletions
documentMidpointCompletions
documentThirdQuartileCompletions
downloadClicks
externalWebsiteConversions
externalWebsitePostClickConversions
externalWebsitePostViewConversions
follows
fullScreenPlays
headlineClicks
headlineImpressions
impressions
jobApplications
jobApplyClicks
landingPageClicks
leadGenerationMailContactInfoShares
leadGenerationMailInterestedClicks
likes
oneClickLeadFormOpens
oneClickLeads
opens

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[161]   For a definition of these metrics, *see* https://learn.microsoft.com/en-us/linkedin/marketing/integrations/ads-reporting/ads-reporting?view=li-lms-2023-07&tabs=http#metrics-available.

otherEngagements
pivotValues
postClickJobApplications
postClickJobApplyClicks
postClickRegistrations
postViewJobApplications
postViewJobApplyClicks
postViewRegistrations
reactions
registrations
sends
shares
talentLeads
textUrlClicks
totalEngagements
validWorkEmailLeads
videoCompletions
videoFirstQuartileCompletions
videoMidpointCompletions
videoStarts
videoThirdQuartileCompletions
videoViews
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
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:**

409.   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, by the compliance deadline of 7 March 2024.

2.1.2. **An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data[162] 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**

410.   Article 6(9) of the DMA requires the gatekeeper to "*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 New Measures

1.   Member Data Export Functionality

411.   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.

412.   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

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[162]   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.

data – but that are provided together with the LinkedIn CPS. The Existing Export Tool will continue to be made available to members after the DMA compliance deadline.[163]

413.   As illustrated in **Figure 41**, 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 41. Using The Existing Export Tool
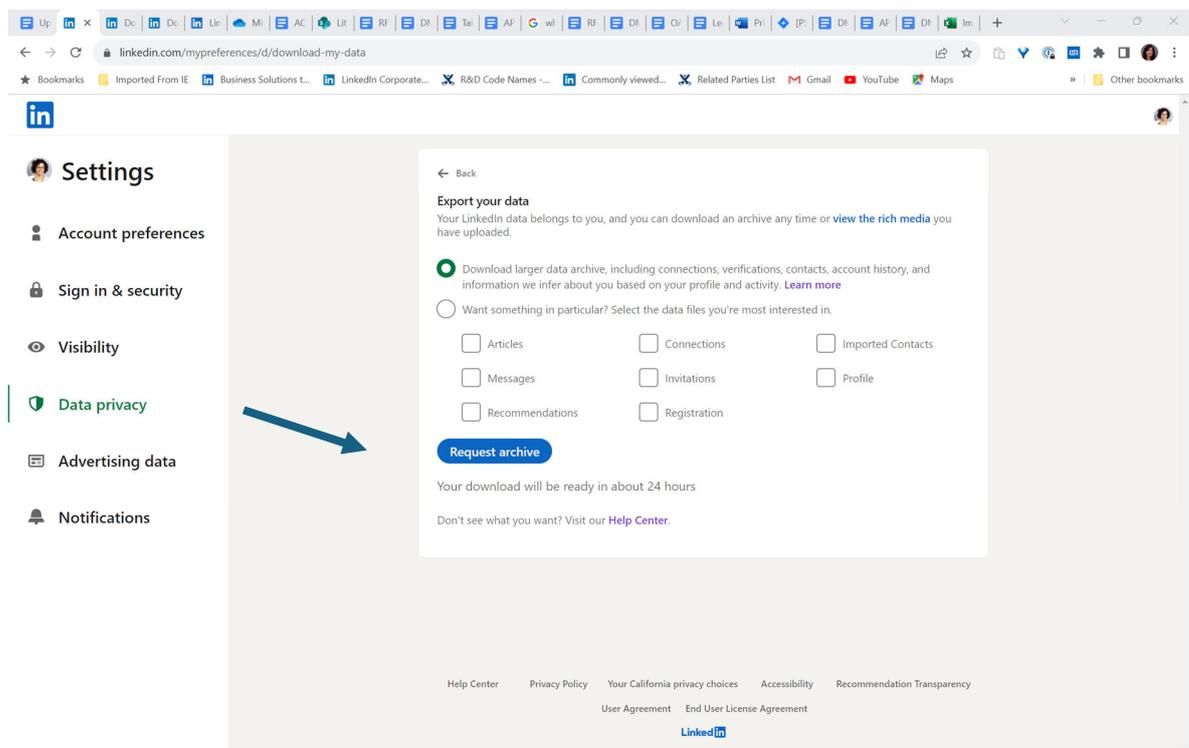
Source: LinkedIn

414.   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 are available and another email when the remaining – longer to obtain – data is available. [164] The data is delivered to the member in a zip folder with multiple CSV files. The data will be available for 72 hours

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

[164]   Data types that are maintained in online stores are faster to export than data types that need to be compiled from offline stores.

following the request. A member can make additional requests for their data every two hours.

415.   **Figure 42** below provides a sample of the data available for download with the Existing Export Tool.

Figure 42. 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

Source: LinkedIn

2. LinkedIn API Programs

416.   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.

417.   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**").[165] **Appendix D** provides screenshots of the LinkedIn Developer Site.

B. New Measures To Ensure Compliance

418.   While the Existing Export Tool and LinkedIn API Platform provide access to a wide variety of member data, certain elements have been improved to ensure full compliance with 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, LinkedIn does not currently have APIs that provide access to the same datasets available via the Existing Export Tool.

419.   Therefore, to ensure compliance with Article 6(9) of the DMA, LinkedIn has 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[166] 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 will be supported by the LinkedIn API Platform and made publicly available to Developers on the LinkedIn Developer Site.

420.   In **Section 1**, LinkedIn describes how it plans to comply 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**.

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[165]   *See* https://developer.linkedin.com/.

[166]   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.**"

1. Member Data Portability API

421. 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

422. 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.[167] 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 will be governed by the Developer's terms and conditions. Upon the member's consent, an authorization token is issued via the OAuth 2.0 standard,[168] which the Developer must include in each API call to the Member Data Portability API.

423. 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. [169]

424. **Figure 43** below is a draft authorization screen for the Member Data Portability API.

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

[168]   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.

[169]   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), 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.

Figure 43. Mock-Up Of Authorization Screen For The Member Data Portability API
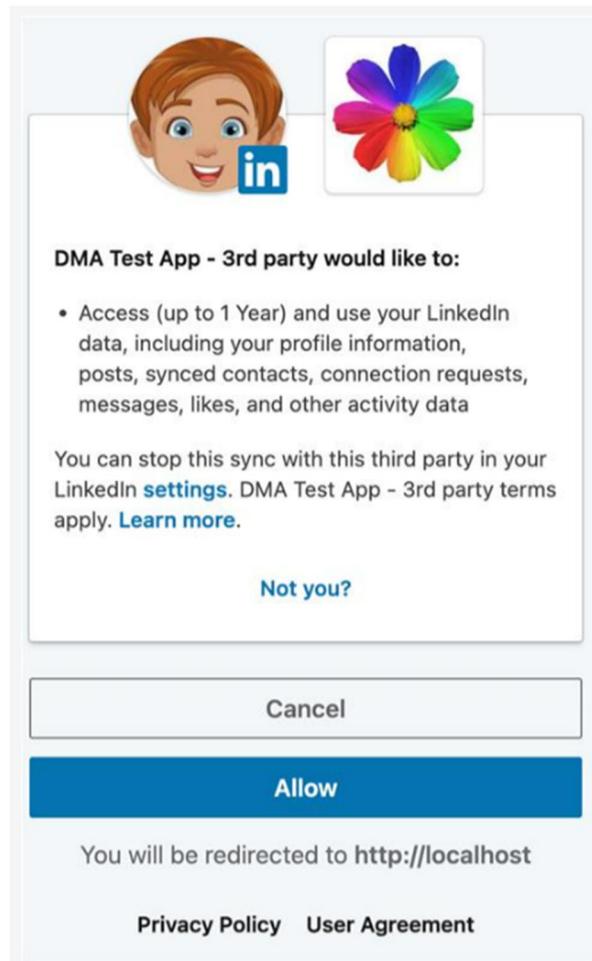
Source: LinkedIn

ii.   Real-time access to data

425.   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.

426.   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

427. 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 has 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

428. 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. Initially, the limits are 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 Developer Documentation sets out the limits and suggests best practices for establishing a pattern of calls.[170] To the extent Developers determine that the limits are not sufficient, LinkedIn adjusts them as needed.

v. Effective access and use

429. 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.[171] LinkedIn notes that the Developer must create a new developer application on the LinkedIn API Platform

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[170] As the Member Data Portability API Program is a new API program, LinkedIn will publish public-facing developer documentation ("**Developer Documentation**"). The Developer Documentation will show the technical requirements and instructions for integrating the Member Data Portability API into the Developer's application.

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

("**DMA Application**") [172] 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.

430.   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).[173] 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.

431.   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, connections, and messages 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 designed to maintain updated stores of that member's data such that it can be completely returned upon subsequent calls.[174]

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

vi.   Free-of-charge

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

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[172]   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.

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

[174]   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.

2. **Member Data Portability API Program**

i. Member Data Portability API Program

434. 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

435. Developers are able to request access to the Member Data Portability API Program through the creation of a DMA Application (*see* **Figures 44-45** below).[175] 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 46**), a link to a privacy policy, and a logo for the DMA Application.

436. 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 are stored in cookies;[176] and (iii) Guest data across multiple browsers cannot be provided in aggregate as LinkedIn does not associate Guest data across browsers.[177]

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

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[175]   *See* https://www.linkedin.com/developers/apps/new.

[176]   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.

[177]   The information related to LinkedIn Guest History can be found at https://www.linkedin.com/help/linkedin/answer/a529126.

Figure 44. App Creation Process For Third-Party Developers

Source: LinkedIn

Figure 45. App Creation Process For Member Developers

Source: LinkedIn

Figure 46. Default LinkedIn Company Page
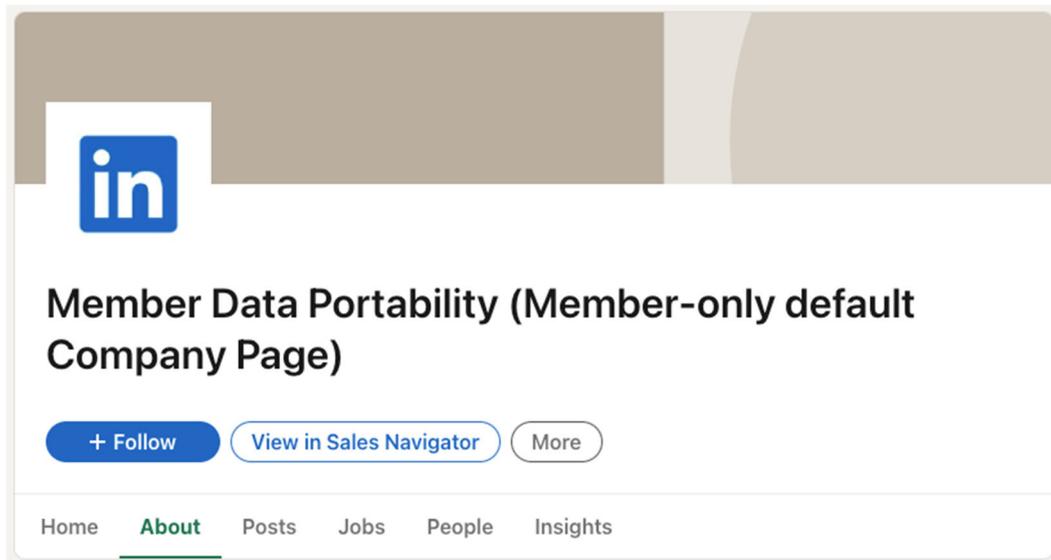
iii.   API selection

438.   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 47**).

Figure 47. Products For DMA Application
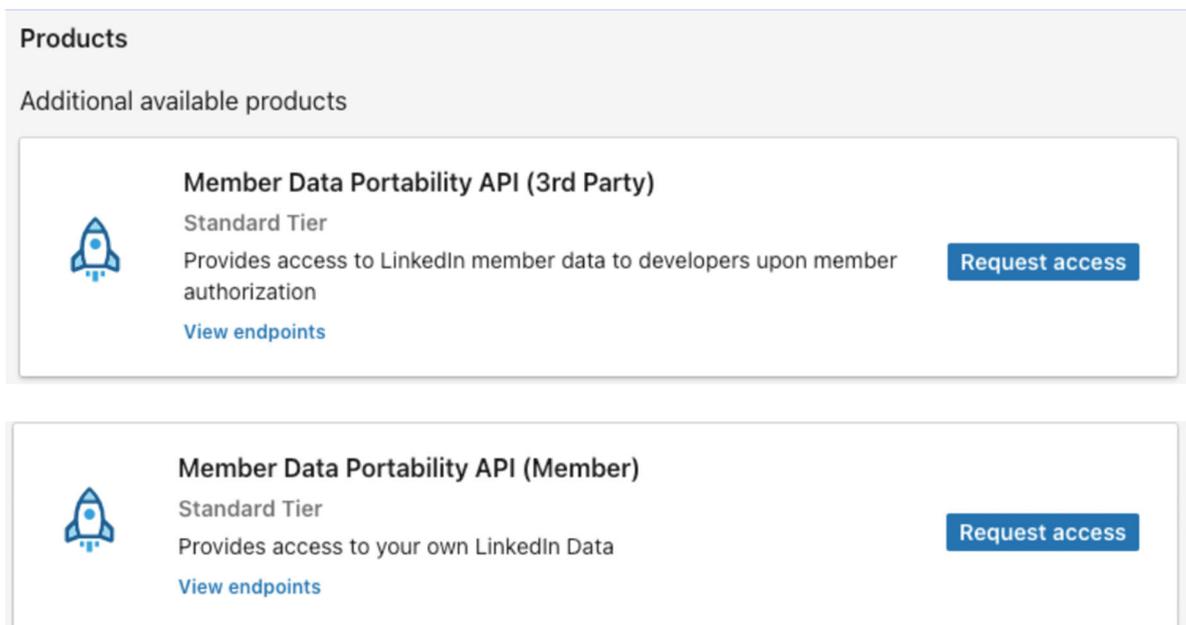
iv.   Terms and conditions

439.   Developers are then required to agree to the terms and conditions for use of the Member Data Portability API ("**DMA API Program Terms**").[178]   The DMA API Program 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).

440.   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 General Data Protection Regulation ("**GDPR**").[179]

441.   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 48. Access Request Form
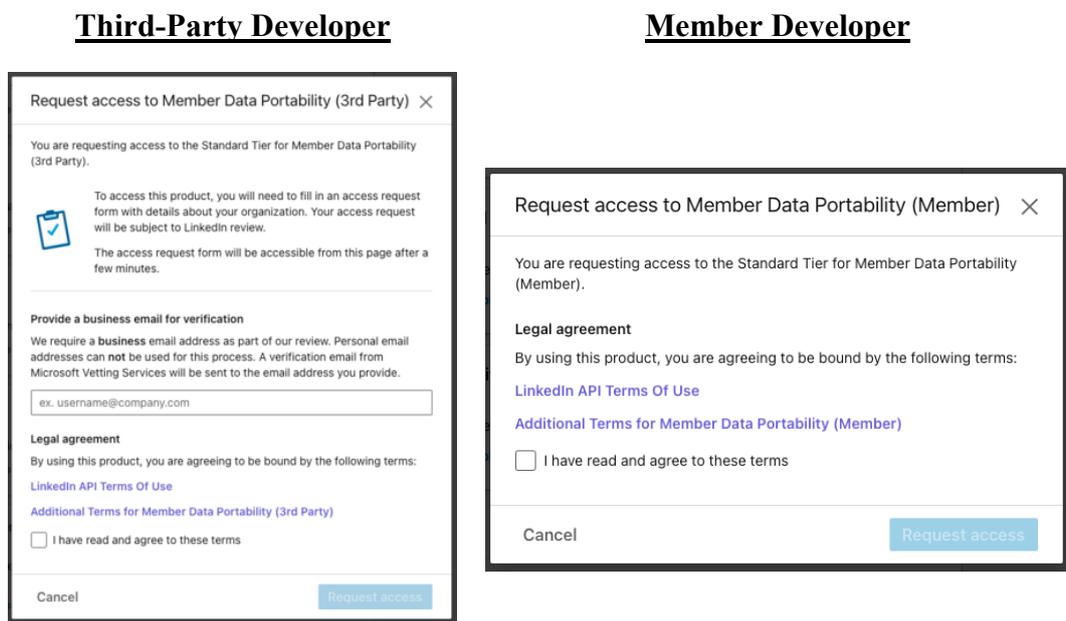
Third-Party Developer   **Member Developer**

Source: LinkedIn

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v.   Entity verification (only for Third-Party Developers)

442.   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 will need to complete entity verification. As shown in **Figure 49**, 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 currently relies on an internal Microsoft tool for entity verification, and will use the same tool to validate a third party that applies for access to the Member Data Portability API for Third-Party Developers.

Figure 49. Third-Party Entity Verification Form

Source: LinkedIn

vi.   Token creation

443.   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 Postman (*see* **Figure 50**).[180] For Member Developers, this can be done through the LinkedIn Developer Platform's OAuth token-generator tool (*see* **Figure 51**).   Once

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[180]   For more information about the Postman software, *see* https://www.postman.com/.

Developers have created an access token, they can begin to build their API integration and, where applicable, offer such integration to their users.

Figure 50. Third-Party Developer Access Token Creation
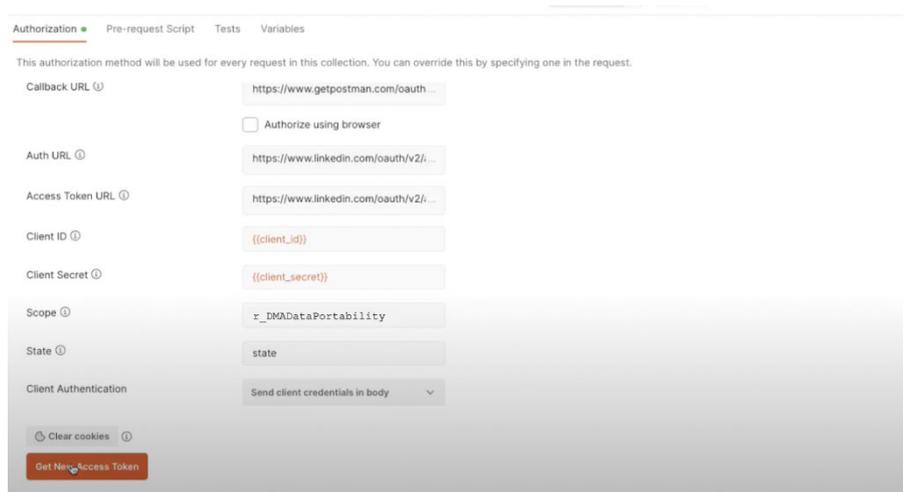
Source: LinkedIn

Figure 51. Member Developer Access Token Creation
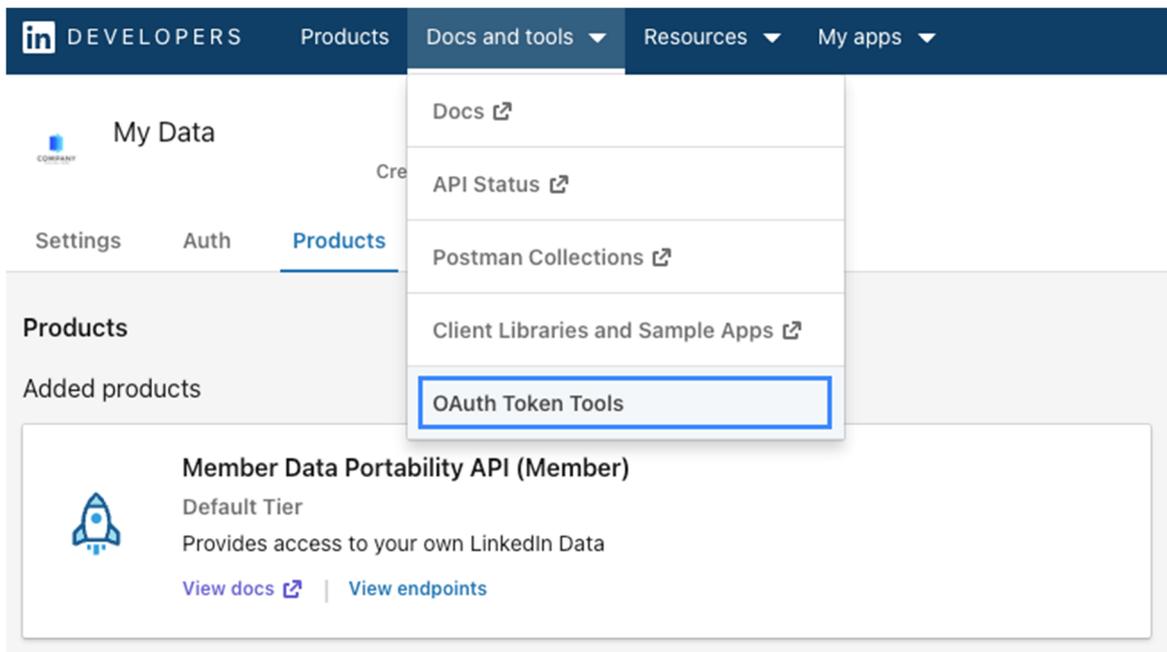
Source: LinkedIn

vii.   Technical changes

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

445.   LinkedIn provides a high-level data flow diagram in **Figure 52** below.

Figure 52. Data Flow Diagram For DMA Data Portability API
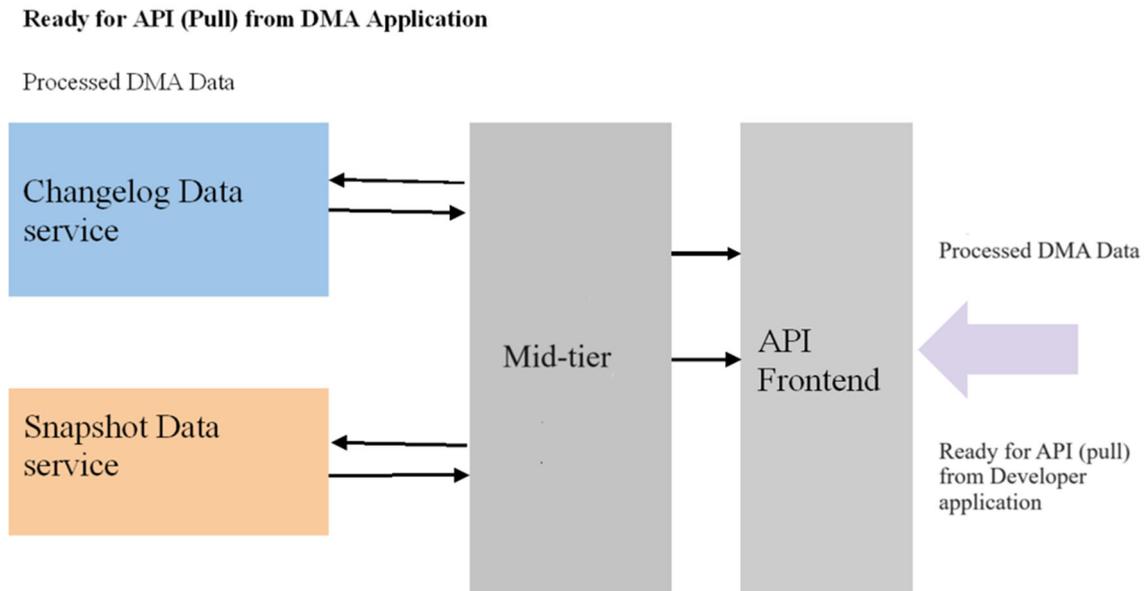
Source: LinkedIn

446.   To provide Developers with a more seamless experience, an API front-end and mid-tier (the "**Compliance Platform**") has been built to converge all of the different datasets. Additionally, deco projections (*e.g.*, wrappers) have been 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.

447.   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 52** 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[181] 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

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[181]   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.

the calls and pull 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).

448. The high-level data flow diagram in **Figure 53** below depicts a Snapshot Data call and a Changelog Data call.[182]

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

Figure 53. Snapshot Data Call And Changelog Data Call
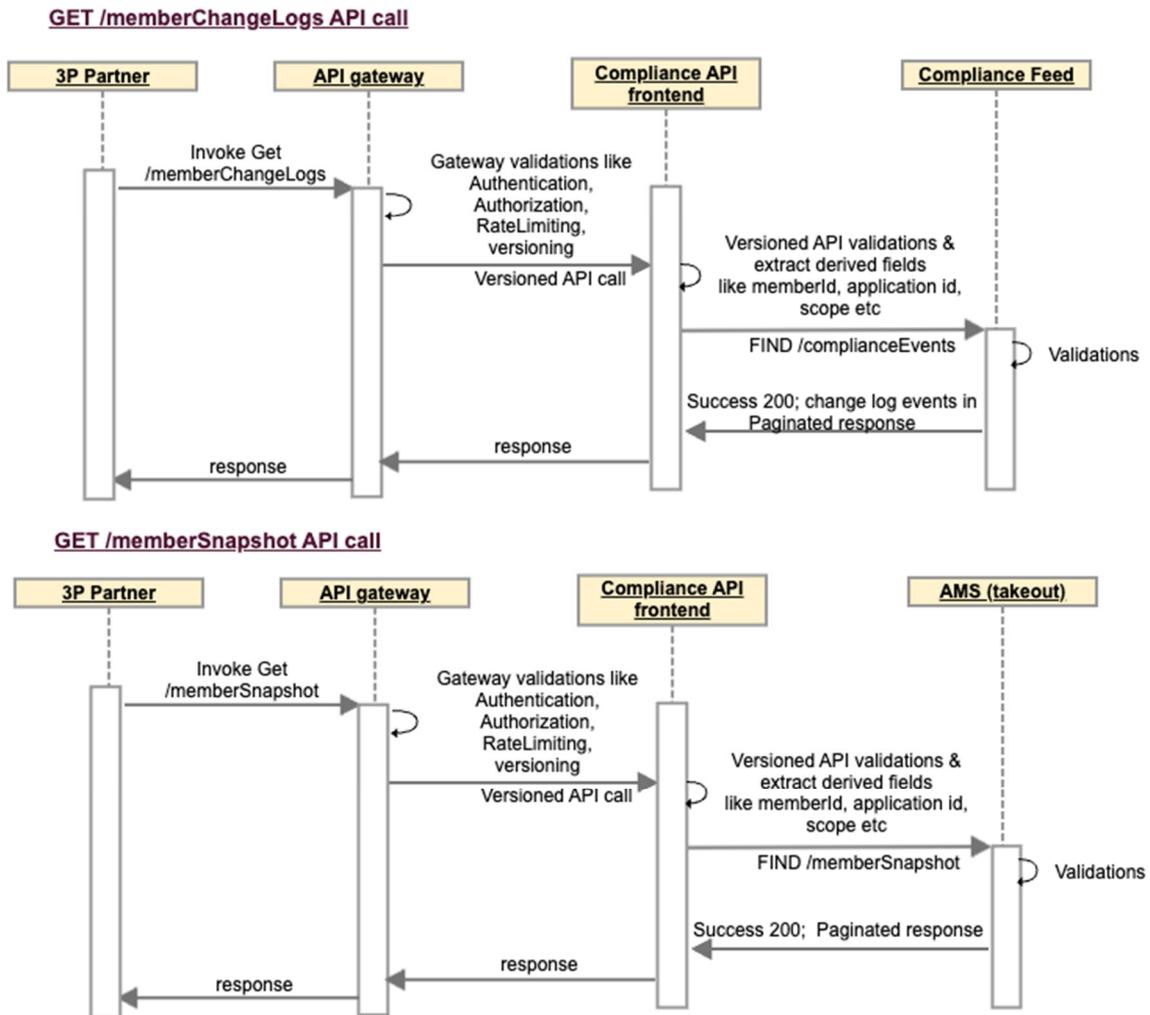
Source: LinkedIn

- **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 diagram in **Figures 54-55** below illustrate the process.

Figure 54. Backend Data Refresh

Data refresh will be initiated
every 24 hours

**Backend data
refresh**

Snapshot Data Service

Refresh is initiated
and service ready for
data retrieval

Trigger a refresh API for
Member+Developer
Application

Compliance Platform
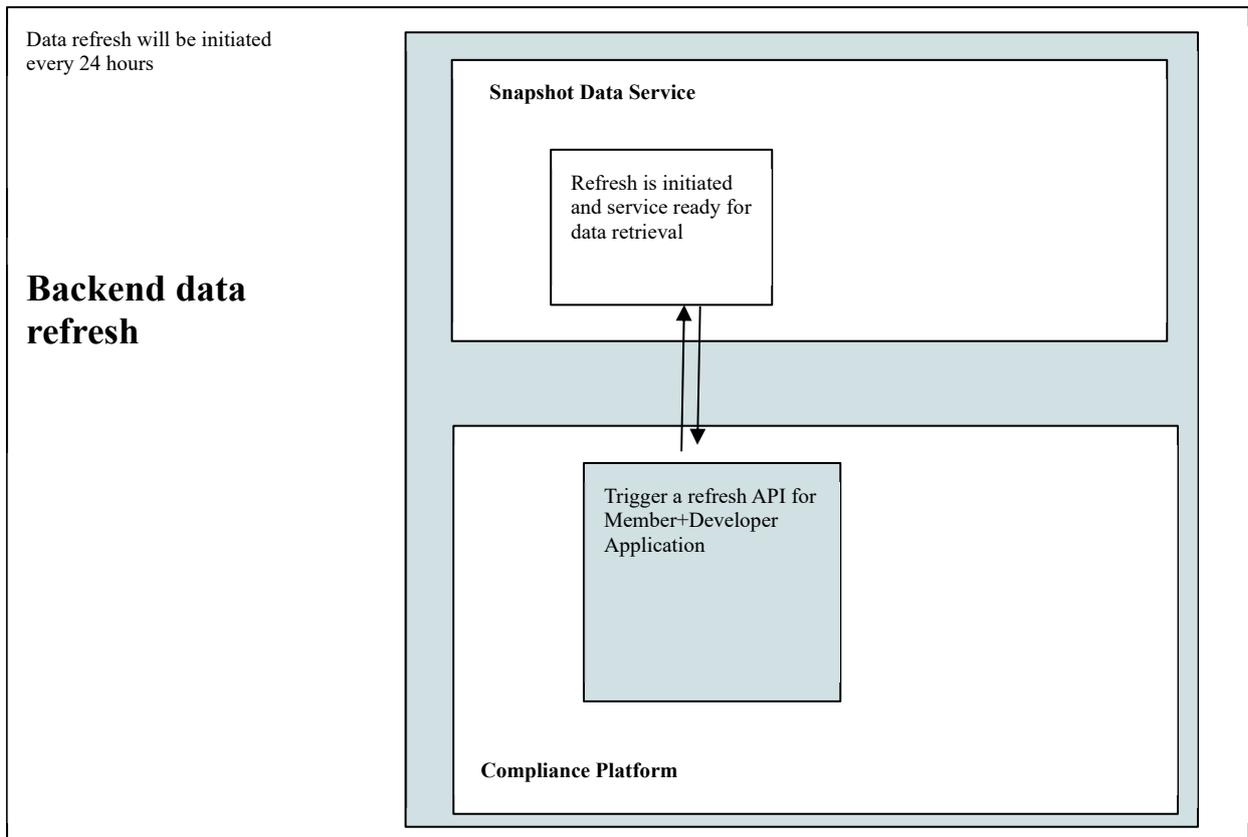
Source: LinkedIn

Figure 55. Subsequent Data Retrievals
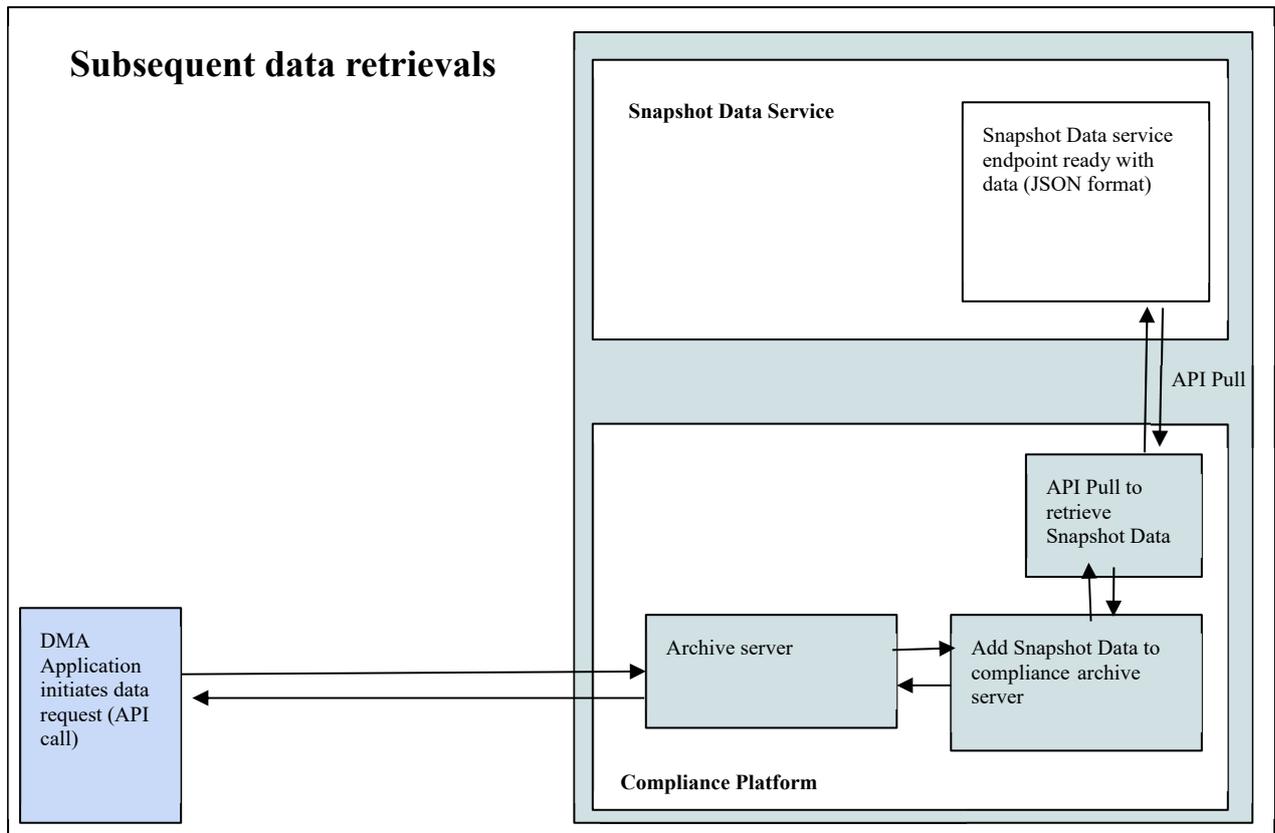
Source: LinkedIn

ii)   specific information (including, if applicable, data points, visual
        illustrations and recorded demos[183]) 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;

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

b)   when the measure was implemented;

450.   The new measures described in **Section 2.1.2 (i)** above are implemented by the
        compliance deadline.

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

451.   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.

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[183]   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);**

452. 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 will be 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.

453. __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);**

454. Microsoft refers to __Section 2.1.2 (i)__ for a description of the technical changes made in connection with the implementation of the new API 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 interface, choice screens,[184] consent forms,[185] warning messages, system updates, functionalities available, or customer journey to access functionalities[186]);**

455. 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 is 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**

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[184] 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.

[185] 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.

[186] 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.

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);

456.   Implementation of the measures discussed in **<u>Section 2.1.2 (i)</u>** 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.

457.   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.

458.   Microsoft refers to LinkedIn's website for the LinkedIn User Agreement [187] and LinkedIn Privacy Policy.[188]

459.   As the Member Data Portability API Program is a new API program, LinkedIn requires all Developers to agree to the DMA API Program Terms. As discussed above, LinkedIn has 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 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).[189]

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

460.   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[190] 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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[187]   *See* https://www.linkedin.com/legal/user-agreement.

[188]   *See* https://www.linkedin.com/legal/privacy-policy.

[189]   For the LinkedIn API Terms of Use, *see* https://www.linkedin.com/legal/l/api-terms-of-use. For the additional terms specific to the Member Data Portability API, *see* https://www.linkedin.com/legal/l/portability-api-terms.

[190]   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;

461. In January 2024, LinkedIn began reaching out to third parties to solicit feedback on the measures LinkedIn will implement to ensure compliance with Article 6(9) of the DMA,[191] 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 approximately 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 express interest in participating in this consultation, a technical overview session is scheduled to:

  o Provide detailed information on the measures LinkedIn will 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 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 desires to test the Member Data Portability API and/or build a DMA Application, provided that the company agrees to the DMA API Program Terms and to provide feedback to LinkedIn, LinkedIn then provides such company with the Member Data Portability API documentation and access to the Member Data Portability API.

- **(5) Summary of Feedback.** LinkedIn continues to conduct technical overviews with interested companies. Feedback received to date has generally been 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 is to provide more data about other members who interacted with the authorizing

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[191]   LinkedIn will also ask for approximately 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.

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.

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;**

462. 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;**

463. 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;**

464. In February 2024, LinkedIn published company posts and related materials to inform its members about the forthcoming DMA-related changes, including the new Member Data Portability API Program.[192] Also, as discussed in **Section 2.1.2 (ii) (i)**, LinkedIn has reached out to third parties to solicit their feedback on the Member Data Portability API and Member Data Portability Program.

465. 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. LinkedIn provides developers with access to a public Postman site that provides a variety of developer resources and information.[193] Through the LinkedIn Help Center or through the Postman site, developers can file

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[192]   *See*, *e.g.*, https://news.linkedin.com/2024/February/LinkedIn-in-Europe-Changes-for-the-Digital-Markets-Act; https://developer.linkedin.com/product-catalog/Regulatory; https://www.linkedin.com/help/linkedin/answer/a6214075; and https://learn.microsoft.com/en-us/linkedin/dma/member-data-portability/member-data-portability-member/.

[193]   For more information about the Postman software, *see* https://www.postman.com/.

support requests through Zendesk. The same mechanisms of information, support, and feedback gathering will be available to Developers using the Member Data Portability API.

466.   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 56-58** below.

Figure 56. Member Data Portability API Product On The LinkedIn Developer Site
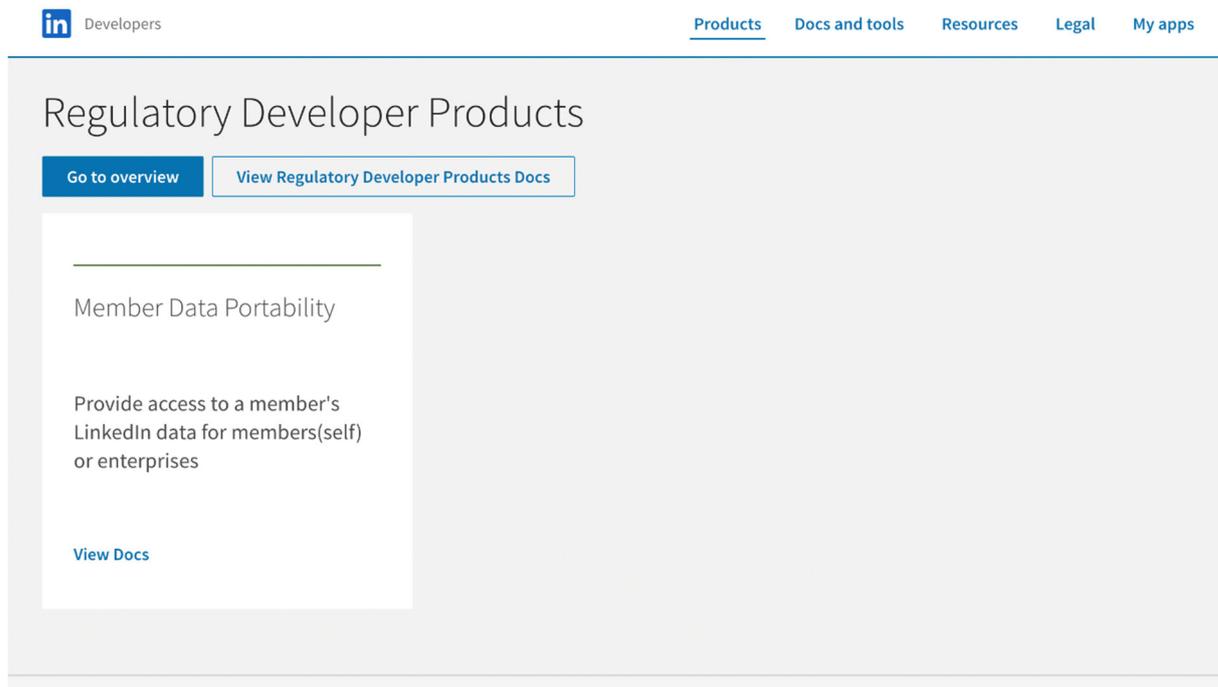
Source: LinkedIn

Figure 57. Member Data Portability API Link In The Existing Portability Tool

← Back

Export your data

Your LinkedIn data belongs to you, and you can download an archive any time or **view the rich media** you have uploaded.

○ Download larger data archive, including connections, verifications, contacts, account history, and information we infer about you based on your profile and activity. **Learn more**

○ Want something in particular? Select the data files you're most interested in.

☐ Articles ☐ Connections ☐ Imported Contacts

☐ Messages ☐ Invitations ☐ Profile

☐ Recommendations ☐ Registration

[Request archive]

You can alternatively export your data using our Member Data Portability APIs. **Learn More.**.

Don't see what you want? Visit our **Help Center**.

Source: LinkedIn

Figure 58. 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;

467. 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

468.   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 LinkedIn Developer Program And Agree To The Member Data Portability API Program Terms

469.   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

470.   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[194]), business user surveys or consumer surveys or end user consent rates,[195] that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[196]**

471.   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;[197]**

472.   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;**

473.   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.

r)   **any relevant data[198] which can inform whether the measure is or will be effective in achieving the objectives of Regulation (EU) 2022/1925, such**

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[194]   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.

[195]   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)).

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

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

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

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;

474.   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;**

475.   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).**

476.   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[199]

Figure Appendix D.1. LinkedIn Developer Site

Source: LinkedIn

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[199]   *See* https://developer.linkedin.com/.
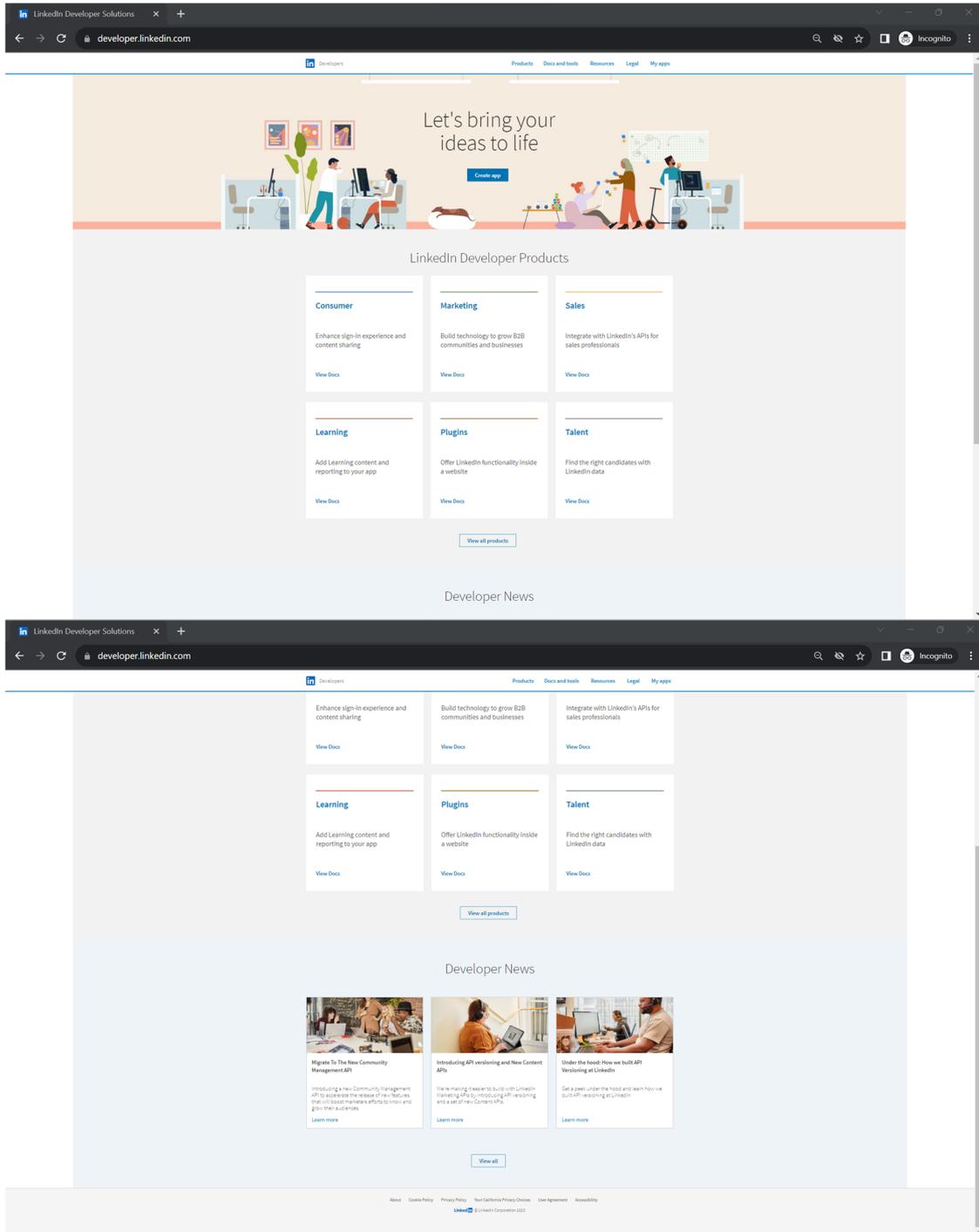
Appendix E

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
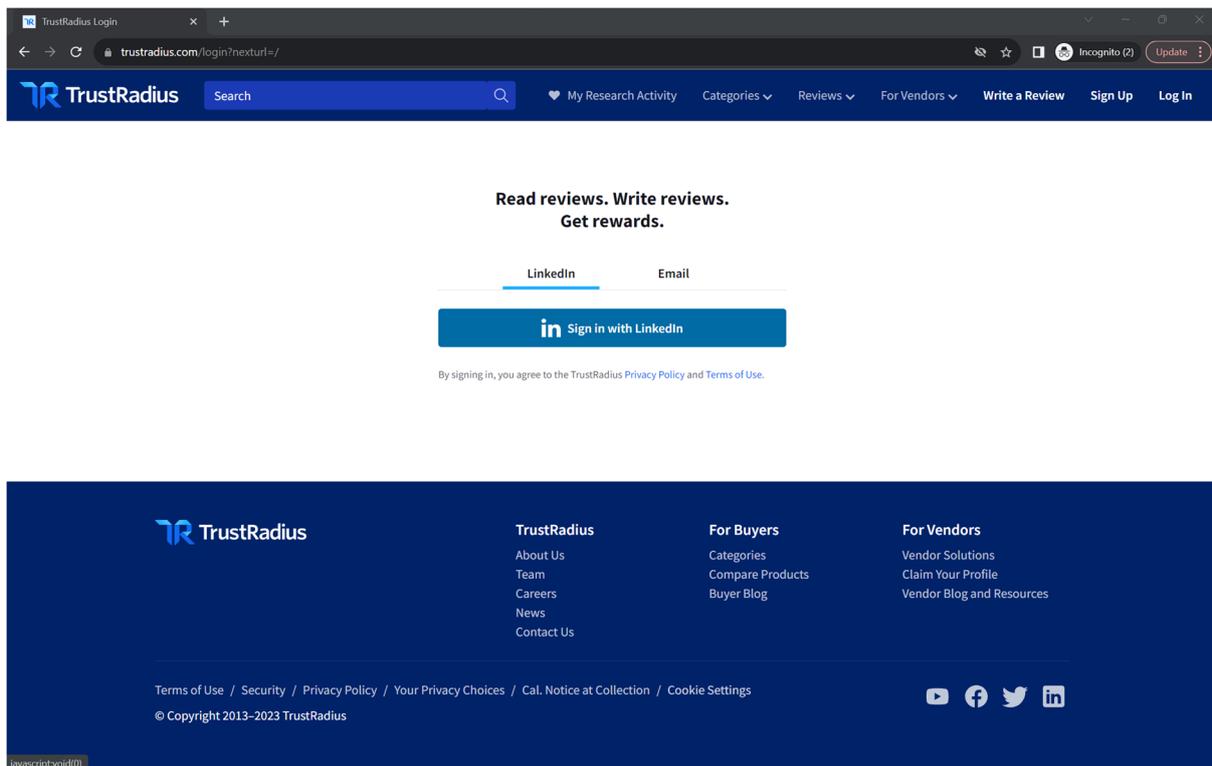
Source: TrustRadius

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
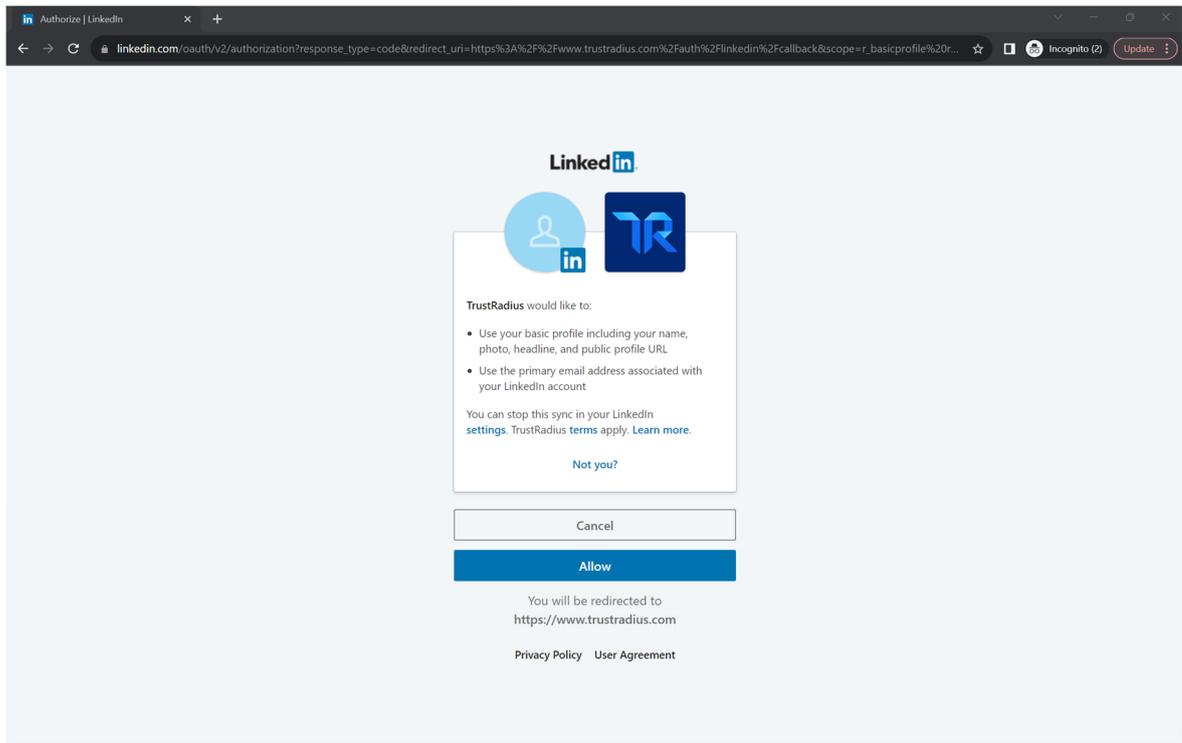
Source: TrustRadius

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
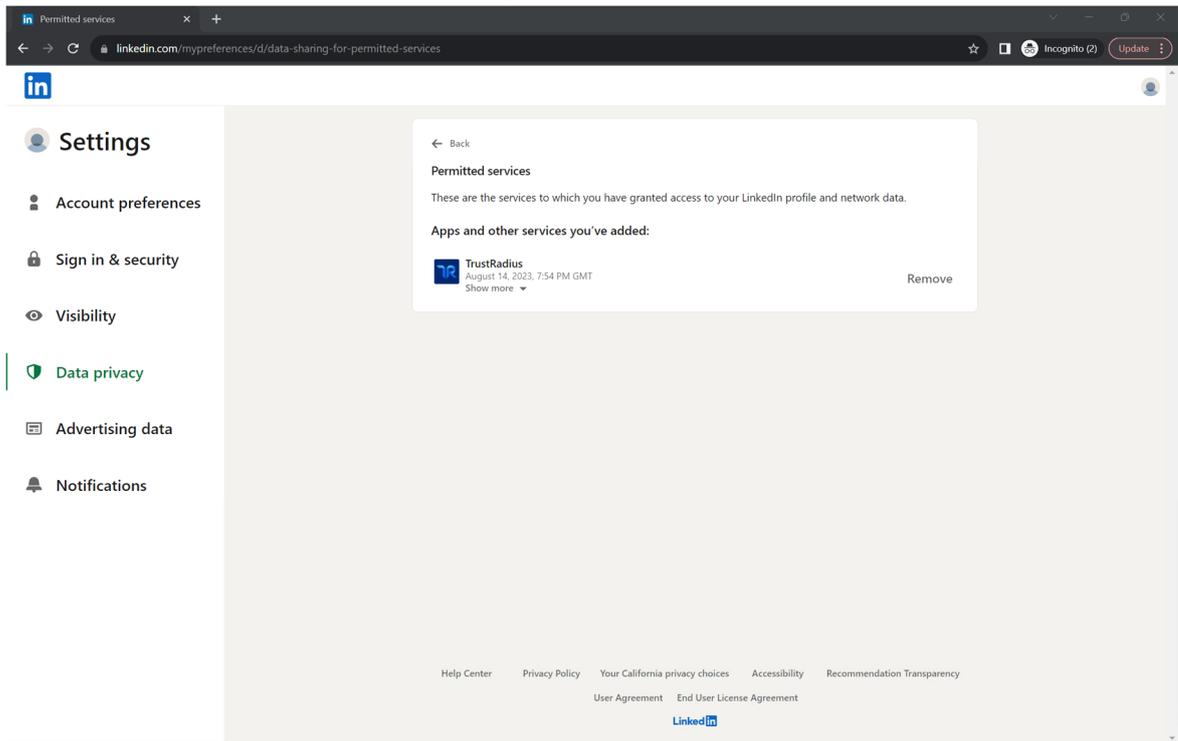
Source: LinkedIn

Appendix F

Data Types Provided By The LinkedIn Data Portability API

Table Appendix F.1 below provides all data types to be provided by the LinkedIn Member Data Portability API.

Table Appendix F.1. Data Types From LinkedIn Member Data Portability API

Data Type / Domains	For first pull, data available < 10 mins versus 48 hours	Export Type	
		Changelog	**Snapshot**
Ad Targeting	< 10 mins	No	Yes
Ads Clicked	<48 hours	No	Yes
Articles	< 10 mins	Yes	Yes
Calendar	< 10 mins	No	Yes
Causes You Care About	< 10 mins	Yes	Yes
Certifications	< 10 mins	Yes	Yes
Comments	< 48 hours	Yes	Yes
Company Follows (Member following company)	< 10 mins	No	Yes
Connections	< 10 mins	Yes	Yes
Contacts	< 10 mins	No	Yes
Education	< 10 mins	Yes	Yes
Email Addresses	< 10 mins	No	Yes
Endorsement Given Info	< 10 mins	Yes	Yes
Endorsement Received Info	< 10 mins	Yes	Yes
Events	< 10 mins	No	Yes
Hashtag Follows	<48 hours	No	Yes
Inferences about you / Inferences	<48 hours	No	Yes
Invitations (sent and received)	< 10 mins	Yes	Yes
Job Applicant Saved Screening Question Responses	< 10 mins	No	Yes
Job Applications	< 10 mins	No	Yes
Job Seeker Preferences	< 10 mins	No	Yes
Saved Jobs	< 10 mins	No	Yes
Languages	< 10 mins	Yes	Yes
Learning	< 10 mins	No	Yes
Logins	<48 hours	No	Yes
Member Follows (Member follows member)	<48 hours	No	Yes
Messages	< 10 mins	Yes	Yes
Mobile Applications	<48 hours	No	Yes
Phone Numbers	< 10 mins	Yes	Yes
Positions	< 10 mins	Yes	Yes
Profile	< 10 mins	Yes	Yes

Data Type / Domains	For first pull, data available < 10 mins versus 48 hours	Export Type	
		Changelog	Snapshot
Projects (posted on profile)	< 10 mins	Yes	Yes
Reactions	< 48 hours	Yes	Yes
Receipts	< 10 mins	No	Yes
Recommendations Given	< 10 mins	Yes	Yes
Recommendations Received	< 10 mins	Yes	Yes
Registration	< 10 mins	No	Yes
Rich Media (Metadata)	< 10 mins	No	Yes
Saved Items	< 48 hours	No	Yes
Saved Job Alerts	< 10 mins	No	Yes
Search Queries / Search History	< 48 hours	No	Yes
Security Challenges	< 48 hours	No	Yes
Opportunities	< 10 mins	No	Yes
Skills	< 10 mins	Yes	Yes
Votes	< 48 hours	No	Yes
WhatsApp Phone Numbers	< 10 mins	No	Yes
Account Status / History	< 48 hours	No	Yes
Reviews	< 10 mins	No	Yes
Honors	< 10 mins	Yes	Yes
Easy Apply	< 10 mins	No	Yes
Products	< 48 hours	No	Yes
LinkedIn Member ID	< 10 mins	No	Yes
Patents	< 10 mins	Yes	Yes
Groups	< 10 mins	Yes	Yes
Marketplace Engagements	< 10 mins	No	Yes
Marketplace Providers	< 10 mins	No	Yes
Consumer Job Postings	< 10 mins	No	Yes
Job Hiring Teams	< 10 mins	No	Yes
Job Postings	< 10 mins	No	Yes
Saved People Searches	< 10 mins	No	Yes
Publications	< 10 mins	Yes	Yes
Organizations	< 10 mins	Yes	Yes
Courses	< 10 mins	Yes	Yes
Member Account	< 48 hours	No	Yes
Name Changes	< 48 hours	No	Yes
Test Scores	< 10 mins	Yes	Yes
Verification	< 48 hours	No	Yes
Volunteering	< 48 hours	No	Yes
Shares	< 48 hours	Yes	Yes

Source: LinkedIn

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

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Appendix H

Screenshots Of Guest Choice Experiences

Figure Appendix H.1. Guest Controls Screen[200]
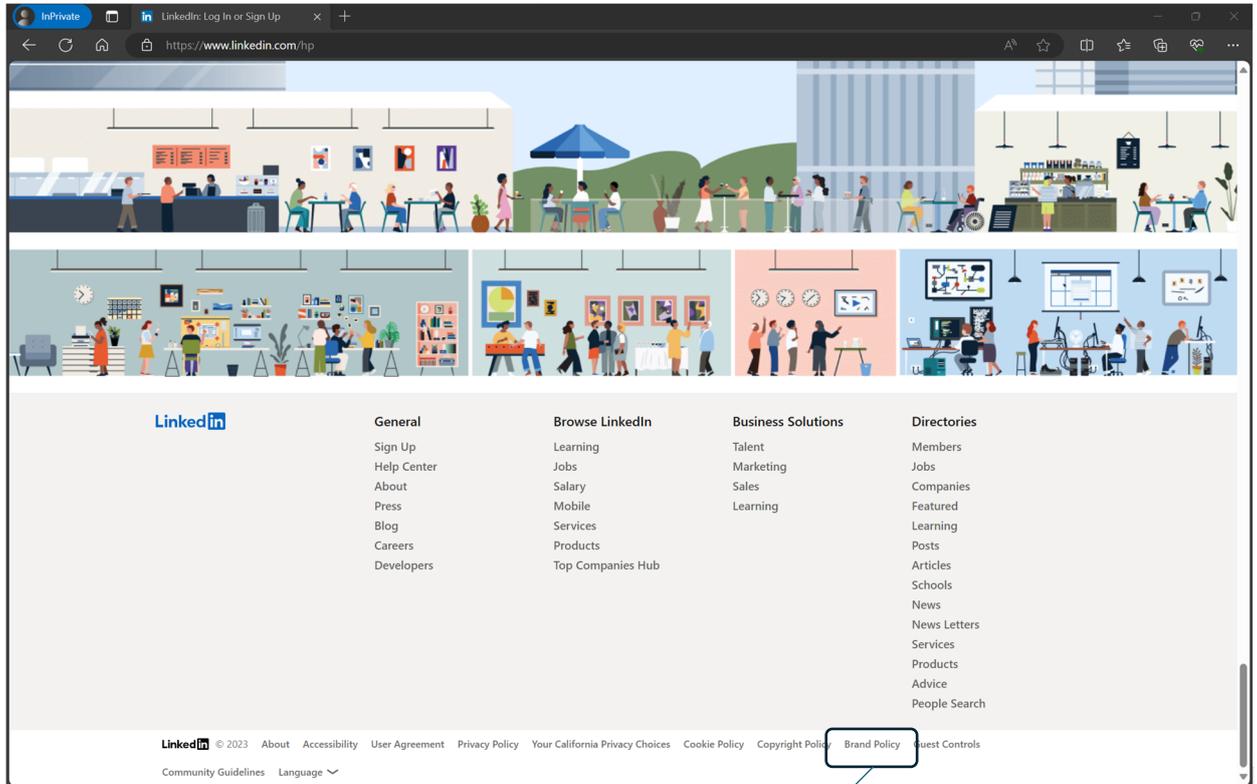
Source: LinkedIn

200   *See* https://www.linkedin.com/hp.

<u>Figure Appendix H.2. Marketing Preferences</u>[201]

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:**

477. 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, by the compliance deadline of 7 March 2024.

2.1.2. **An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data[202] 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**

478. Article 6(10) of the DMA requires the gatekeeper to "*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.*"

479. This section describes LinkedIn's compliance with the requirements of Article 6(10) of the DMA. **Section A** below details the existing measures that LinkedIn provides to users and how they comply with Article 6(10) of the DMA. To achieve full compliance, LinkedIn has released a new tool, which is discussed in **Section B** below. **Section C** details how LinkedIn will implement that new tool.

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[202] 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

480.   LinkedIn CPS enables business users to interact free-of-charge with end users through LinkedIn Pages ("**Pages**").[203] 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.[204] 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.[205] 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.

481.   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, LinkedIn Jobs, LinkedIn 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 will be maintained, and supplemented by a new tool for Page owners, described in **Sections D** and **E**.

1.   LinkedIn Pages

i.   Admin View of LinkedIn Page

482.   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, analytics on employees posting recommended content, 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.[206] In addition to viewing analytics in Admin View,

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[203]   This is consistent with how LinkedIn's business users were defined and counted for designation purposes as reflected in the Designation Decision, ¶¶153-154.

[204]   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 https://www.linkedin.com/legal/l/linkedin-pages-terms.

[205]   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.

[206]   For the list of analytics available via Admin View, *see* https://www.linkedin.com/help/linkedin/answer/a547077.

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.[207]

ii. Community Management APIs

483. 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.[208] 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.[209]

484. 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.[210]

485. The Community Management APIs respect LinkedIn members' Profile Discovery and Visibility off LinkedIn setting,[211] which allows members to choose not to share their profile information with LinkedIn partners and developers.

2. LinkedIn Marketing Solutions

i. Campaign Manager

486. 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.

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[207]   *See* https://www.linkedin.com/help/linkedin/answer/a551206.

[208]   The LinkedIn API Platform is further described on and accessible via the LinkedIn Developer Site, *see* https://developer.linkedin.com/. The LinkedIn API Platform will support the deployment of the Pages Data Portability API discussed below.

[209]   For a list of data provided by Community Management APIs and relevant developer documentation, *see* https://learn.microsoft.com/en-us/linkedin/marketing/community-management/organizations?view=li-lms-2023-03. Microsoft provides in **Appendix J** a summary of data provided by Community Management APIs.

[210]   For more information on application review for Community Management API access, *see* https://learn.microsoft.com/en-us/linkedin/marketing/community-management-app-review?view=li-lms-2023-09.

[211]   LinkedIn members can adjust their Profile Discovery and Visibility off LinkedIn setting, *see* https://www.linkedin.com/mypreferences/d/profile-visibility-for-partners.

ii.   LinkedIn Ads APIs

487.   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 spend, as well as audience demographics information, similar to the reporting available through the Campaign Manager UI.[212]

3.   LinkedIn Sales Navigator

i.   LinkedIn Sales Analytics API

488.   The LinkedIn Sales Analytics API enables bulk export of the sales activities performed by a customer's sales teams. Today this functionality is available to customers of Tableau, Power BI, and InsightSquared.[213] 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

489.   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.[214] 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). These 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.**

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[212]   *See* https://developer.linkedin.com/product-catalog/marketing/advertising-api.

[213]   *See* LinkedIn's Help Center, https://www.linkedin.com/help/sales-navigator/answer/a110987.

[214]   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.

- **Customer InMail and Messages.**

- **Lead data.**

- **Smart Links.**[215]

  iii. <u>Usage reporting export</u>

490.   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 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; and Smart Links views.

  iv. <u>Data retrieval upon request</u>

491.   In connection with the GDPR, Sales Navigator customers can file support tickets for data retrieval or purge. The requests can be at the 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.

4.   **LinkedIn Jobs**

492.   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.

493.   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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[215]   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* https://www.linkedin.com/help/sales-navigator/answer/a130019?src=or-search&veh=www.google.com&trk=eml-mktg-20200311-wlr-2020-namer-email-1.

494.   Enterprise Jobs users can also use Apply Connect APIs to enable on-LinkedIn applications to automatically be sent to their applicant tracking system.

495.   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.   LinkedIn Learning

i.   Learning Reporting APIs

496.   LinkedIn 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.   LinkedIn Learning Export tool

497.   LinkedIn 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.   LinkedIn Learning custom reporting services

498.   LinkedIn 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

499.   As discussed above in relation to LinkedIn's 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

500.   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 ATS. 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

501. 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.[216] Each of these reports can be exported as a CSV file. These reports effectively cover all end-user use of the Recruiter product.

B. Newly-Introduced Measures To Further Compliance With The DMA

502. While LinkedIn's Admin View tools, Community Management APIs, and the features specific to LMS, Sales Navigator, Jobs, Learning, and Recruiter already provide extensive access to data provided or generated through the use of these services, LinkedIn has complemented these existing tools by building a new API to ensure further compliance with Article 6(10) of the DMA.

503. LinkedIn now offers a free-of-charge API (the "**Pages Data Portability API**") along with a supporting API program (the "**Pages Data Portability API Program**").

504. 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, Pages the Data Portability API provides a broader scope of member data and with less contractual restrictions as described below.

505. These measures enable business-user Admins and Admin-authorized third parties[217] 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 LinkedIn Jobs).

506. 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.

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[216]   For an overview of the available reports, *see* https://www.linkedin.com/help/recruiter/answer/a415568.

[217]   Each member or third party that seeks access to the Pages Data Portability API shall be referred to as a "**Developer**."

507.   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, 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.

508.   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

509.   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 will depend on their assigned admin role.[218]

510.   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).

511.   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 LinkedIn Jobs, the Pages Data Portability API will provide access to analytics that include members' Jobs tab views. As another example, the "Sponsored" tab on LinkedIn Pages shows 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 the LMS service.[219]

512.   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 is 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

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[218]   For a list of LinkedIn Page Admin roles, *see* https://www.linkedin.com/help/linkedin/answer/a550647.

[219]   For a list of data categories provided by the Pages Data Portability API, *see* https://learn.microsoft.com/en-us/linkedin/dma/pages-data-portability-overview.

aggregate and store the number of guests (logged-out members or non-members) who viewed Pages, LinkedIn now provides that count through the Pages Data Portability API, as Microsoft believes business users would be interested in that data.

2. Data Provided At The Request Of Business Users

513. Developers are able to request access to an organization's Page data through the Pages Data Portability API after obtaining the Admin's authorization.[220] 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,[221] which the Developer needs to include to authenticate each future API call to the Pages Data Portability API.

514. 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.

515. 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.[222]

516. Microsoft provides a draft authorization experience for the Pages Data Portability API in **Figure 59** below.

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[220] 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.

[221] 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* https://learn.microsoft.com/en-us/linkedin/shared/authentication/programmatic-refresh-tokens?toc=%2Flinkedin%2Fmarketing%2Ftoc.json&bc=%2Flinkedin%2Fbreadcrumb%2Ftoc.json&view=li-lms-2023-04.

[222] 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.

Figure 59. Draft Authorization Screen For Pages Data Portability API
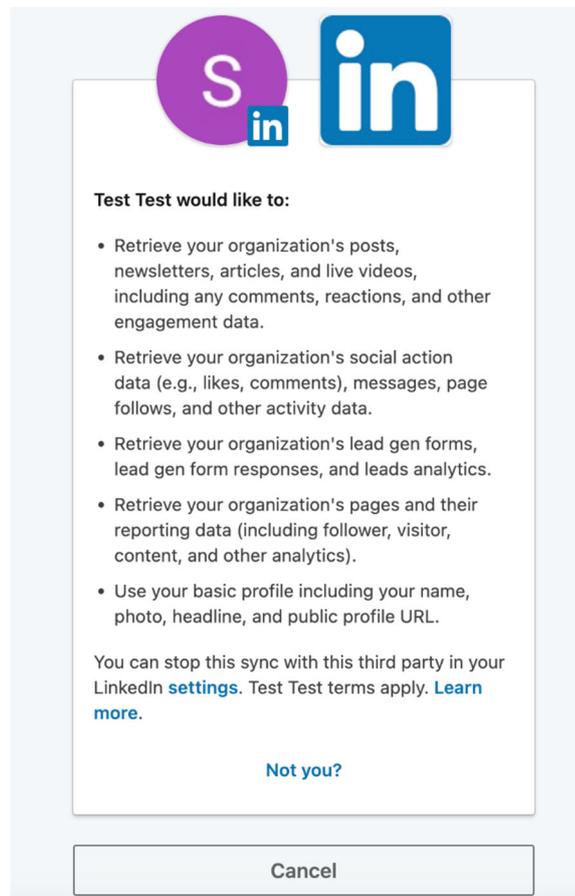
Source: LinkedIn

517.   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

518.   The new 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, including members' comments and reactions on a Page's posts, mentions of Pages, messages with Pages, and Page follows.

519.   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).

520.   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).

521. As noted above, the Pages Data Portability API will also include aggregated data, such as Page analytics and post reactions. The DMA API Member Privacy Setting will not impact the aggregated data that is shared via the Pages Data Portability API.

4. Continuous Access To Data

522. 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).[223]

523. Similar to the other APIs on the LinkedIn API Platform, throttle / call limits are put in place to prevent abuse and avoid large volume of calls that would risk taking down the API service. These limits are based on past experiences with call patterns for LinkedIn API Platform API programs. Limits and best practices for establishing a pattern of calls are available in the developer documentation.[224] To the extent Developers determine that the limits are not sufficient, LinkedIn will adjust them as needed. In addition, LinkedIn enforces API rate limits in order to protect member identity.

5. Real-Time Access To Data

524. 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.

525. 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.

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[223]   As an additional layer of protection to ensure that aggregated data are not re-identifiable to individual end users, we are 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.

[224]   For LinkedIn's API documentation, *see* https://learn.microsoft.com/en-us/linkedin/.

526.   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.

527.   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 be up to 48 hours delayed. This delay could also apply to members' privacy settings, which LinkedIn explains in member-facing materials. 48 hours is the longest amount of time the data could be delayed even given the technical limitations.

6.   Effective Access And Use

528.   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.

529.   To receive and use the data, the Developer needs to create a new developer application on the LinkedIn API Platform ("**DMA Application**")[225] that is able to communicate with the Pages Data Portability API.

530.   Microsoft provides a sample Pages Data Portability API response in **Appendix L**.

7.   High-Quality Access And Use

531.   By creating the Pages Data Portability API, LinkedIn provides business users with a "*high quality application programming interface*"[226] to enable them to access data provided or generated in the context of using LinkedIn Pages.

8.   Free-Of-Charge

532.   LinkedIn provides the Pages Data Portability API free-of-charge.

C.   Implementation Of The Pages Data Portability API Program

533.   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:

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[225]   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.

[226]   *See* Recital 60 of the DMA.

- **(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 60**.[227] 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.

Figure 60. Create A DMA Application Mock-Up

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 61**.

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227 *See* https://www.linkedin.com/developers/apps/new.

Figure 61. Pages Data Portability API Mock-Up
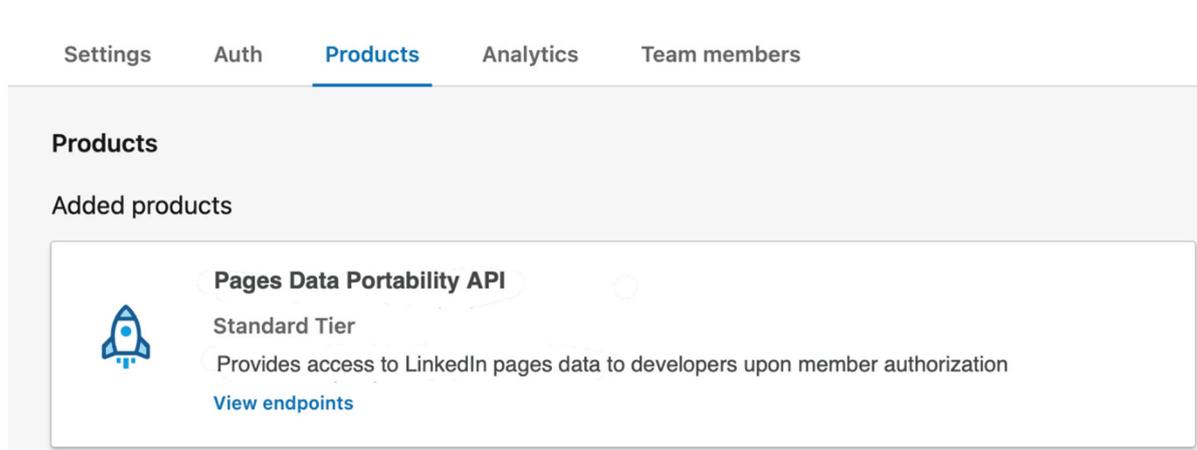
Source: LinkedIn

- **(3) Terms and conditions.** Developers are then required to complete an access request form (*see* **Figure 62**), provide an email address for entity verification, and agree to the DMA API Program Terms.[228]

  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.

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[228]   For the DMA API Program Terms, *see* https://www.linkedin.com/legal/l/portability-api-terms.

Figure 62. Access Request Form Mock-Up

Request access to Pages Data Portability API   ✕

You are requesting access to the Standard Tier for Pages Data Portability API.

To access this product, you will need to fill in an access request form with details about your organization. Your access request will be subject to LinkedIn review.

As part of our developer application review process, we will be verifying your organization information (registered name, domain, and address). Please note that this product is only available for legal registered entities (e.g. LLC, Corporations, 501(c), etc.) and not individual developers.

The access request form will be accessible from this page after a few minutes.

Provide a business email for verification

We require a **business** email address as part of our review. Personal email addresses can **not** be used for this process. A verification email from Microsoft Vetting Services will be sent to the email address you provide.

[   ]

Legal agreement

By using this product, you are agreeing to be bound by the following terms:

LinkedIn API Terms Of Use

Additional terms of use for Portability APIs

☐ I have read and agree to these terms

Cancel   Request access

Source: LinkedIn

- **(4) Entity verification.**   Once Developers submit the access request form, LinkedIn reviews the form and verifies the entity (*see* **Figure 63**). The verification consists 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 currently relies on an internal Microsoft tool for entity verification, and will use the same tool to validate a third party that applies for access to the Pages Data Portability API.

Figure 63. Entity Verification Form Mock-Up

LinkedIn Pages Data Portability API - Standard Tier Access Form

This access request form includes a series of questions about your company and the product that will be leveraging the Pages Data Portability API access. Please review the LinkedIn DMA Portability API Terms of Use and complete all fields of this form for submission to LinkedIn's Developer Team. Contact developer support for questions.

Questions	Comments
Organization's Legal Name *(This needs to be the registered name of an active business, like LinkedIn Inc. We will use the provided business name for verifying its active registration.)**	
Does your organization have an alternate legal name?* [Yes/No] Enter if Yes	
Organization's Registered Address (This needs to be the registered address associated with your active business.)* *(including street, city, zip/postal code, state/province, country)*	
Organization Website*	
Do you have another LinkedIn developer application, verified by the same company Page, that has standard tier access for the Pages Data Portability API? If so, include the *client id* of that developer application*.	
What use cases does your organization plan to enable with the Data Portability APIs?	
PRIVACY	
Please provide a link to your organization's privacy policy.*	
Does your organization have a person/team (internal or external) responsible for compliance with applicable privacy regulations and industry-standard privacy practices? [Yes/No]	
Does your organization have the capability to comply with all relevant data subject rights (e.g.,access, correction, erasure) for data obtained via the Pages Data Portability API if required by the relevant LinkedIn member?* [Yes/No]	

Thank you for submitting the Pages Data Portability API standard tier access form. We are working to review all submissions in a timely manner. We will follow up via email if we require any additional information. Otherwise, a decision on your request will be shared on the developer portal.

Source: LinkedIn

- **(5) Token creation.** Verified Developers can then create an API access token, as shown in **Figure 64**. This is done by using the Developer's own API software, or generic software tools like Postman.[229] 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 64. Token Creation Interface Mock-Up

Source: LinkedIn

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[229]   For more information about the Postman software, *see* https://www.postman.com/.

D.   API Infrastructure And Request Process

534.   **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.[230] Although some of the relevant data was already available through external APIs, LinkedIn has created new 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 65** below.

Figure 65. High-Level Diagram Of API Mechanism
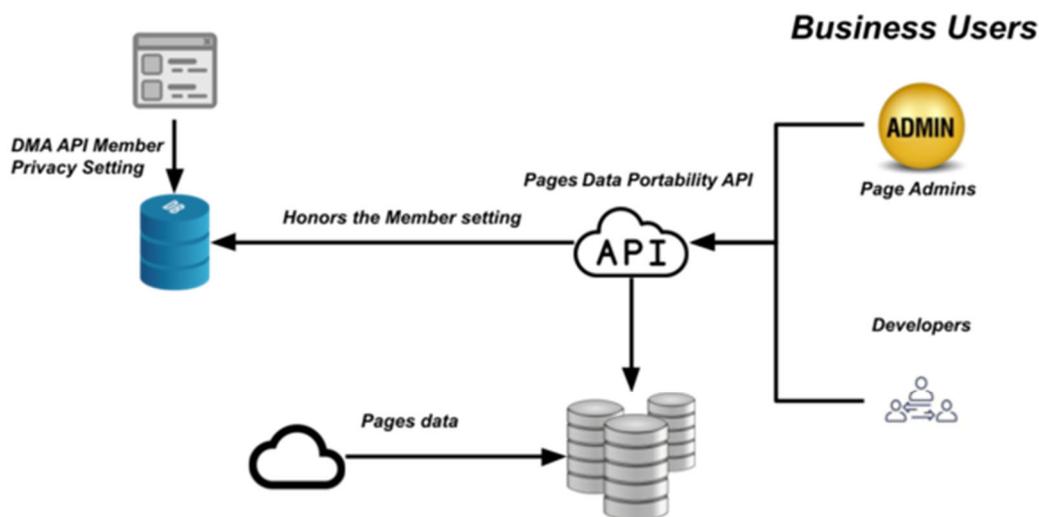
Source: LinkedIn

535.   **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.

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[230]   For a list of APIs included in the Pages Data Portability API Program, *see* https://learn.microsoft.com/en-us/linkedin/dma/pages-data-portability-overview.

Finally, the mid-tier returns the relevant API response back to the Developer.[231] Microsoft provides a high-level diagram of the process mechanism in **Figure 66** below.

Figure 66. High-Level Diagram Of Process Mechanism
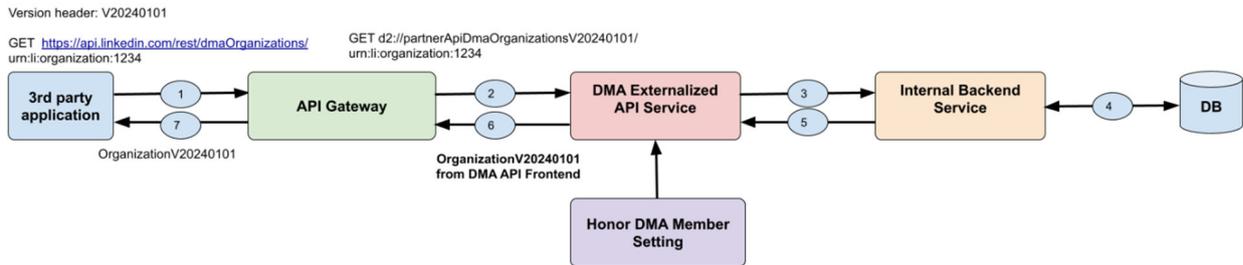
Source: LinkedIn

536.   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 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 the "follower" field for that member (which would otherwise provide a unique identifier) will be omitted from the API response.[232] 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[233]) 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;**

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

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

538.   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;**

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[231]   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* https://learn.microsoft.com/en-us/linkedin/dma/.

[232]   *See* **Appendix L** for a sample Pages Data Portability API file with member data removed.

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

539. 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);**

540. 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 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);**

541. Microsoft refers to **Section 2.1.2 (i)** for a description of the technical changes made in connection with the implementation of the new 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,[234] consent forms,[235] warning messages, system updates, functionalities available, or customer journey to access functionalities[236]);**

542. As the Pages Data Portability API Program is 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.

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[234] 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.

[235] 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.

[236] 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.

543.   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.[237] 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.[238]

544.   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".

545.   Microsoft provides a screenshot of the DMA API Member Privacy Setting in **Figure 67** below.

Figure 67. DMA API Member Privacy Setting
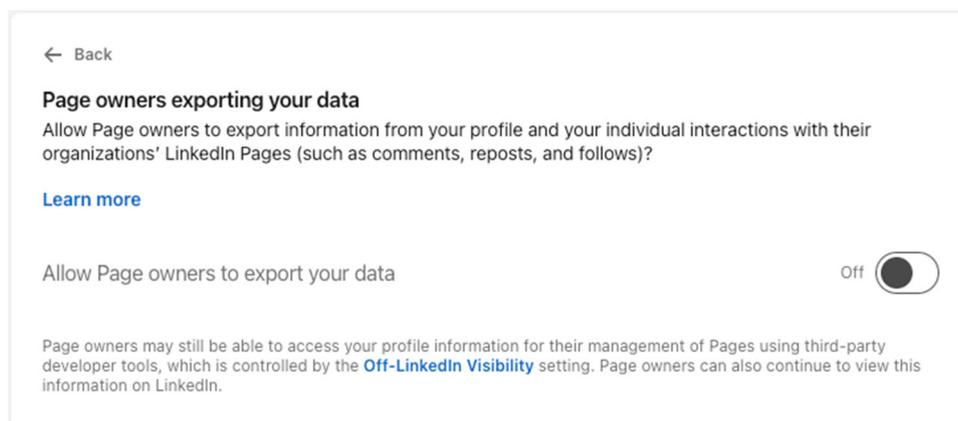
Source: LinkedIn

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**

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237   LinkedIn members can adjust their Page Owners Exporting Your Data setting. *See* https://www.linkedin.com/mypreferences/d/settings/data-export-by-page-admins.

238   *See* https://www.linkedin.com/help/linkedin/answer/a1640638.

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

546.   Implementation of the measures discussed above have 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.

547.   As the Pages Data Portability API Program is a new API program, LinkedIn requires all Developers to agree to the DMA API Program Terms.

548.   LinkedIn has 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 will be 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;

549.   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[239] 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;

550.   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;

551.   There has been no involvement of external consultants in the elaboration of the Pages Data Portability API Program.

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

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

552. 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.

553. 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.

> **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;**

554. 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.

555. **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 Post: In February 2024, LinkedIn published two company posts to inform its members about the forthcoming DMA-related changes, including the Pages Data Portability API.[240]

- LinkedIn Developer Site: The Pages Data Portability API is listed as an API product on the LinkedIn Developer Site.[241] The LinkedIn Developer Site provides links to developer documentation, resources on the LinkedIn API Programs, and information on the current status of the API platform (*e.g.*, whether there are any

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[240] *See* https://news.linkedin.com/2024/February/LinkedIn-in-Europe-Changes-for-the-Digital-Markets-Act and https://www.linkedin.com/pulse/linkedin-europe-additional-changes-digital-markets-act-sarah-wight-t159f/.

[241] *See* https://developer.linkedin.com/product-catalog/Regulatory.

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 through Zendesk.

- Developer Documentation: The Pages Data Portability API developer documentation is publicly available.[242]

- Help Center Content: LinkedIn is updating and creating new 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;[243]

    o Member Privacy Setting;[244] and

    o LinkedIn Page Analytics.[245]

556. **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 compliance deadline. The survey was sent via email and consists 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 draft survey questions in **Appendix M**.

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

557. 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;**

558. **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

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[242]   *See* https://learn.microsoft.com/en-us/linkedin/dma/.

[243]   *See* https://www.linkedin.com/help/linkedin/answer/a6220307.

[244]   *See* https://www.linkedin.com/help/linkedin/answer/a1640638.

[245]   *See* https://www.linkedin.com/help/linkedin/answer/a547077. This Help Center article will be updated by providing a link to the new Help Center article on Pages Data Portability API Application Review and Developer Support.

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.

559. **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, 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.

560. **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[246]), business user surveys or consumer surveys or end user consent rates,[247] that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[248]**

561. 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;[249]**

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[246] 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.

[247] 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)).

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

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

562.   As described in **Section 2.1.2 (i)** above, the Pages Data Portability API Program is already available on the LinkedIn Developer Site. LinkedIn has solicited feedback from Developers who have requested access to the Pages Data Portability API prior to the compliance deadline. The purpose of this survey is 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 draft survey questions it will send to Developers in **Appendix M**.

   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;**

563.   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.

   r)   **any relevant data[250] 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;**

564.   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;**

565.   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

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

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).**

566. 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.

567. 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)

  - Impression counts (total and unique)

  - Click counts

  - Engagement

  - Like counts

  - Comment counts

  - Share counts

  - Comment mentions counts

  - Share mentions counts

Appendix K

Sample Of Page Analytics Available In Admin View

Figure Appendix K.1. Sample Of Page Analytics For Admins
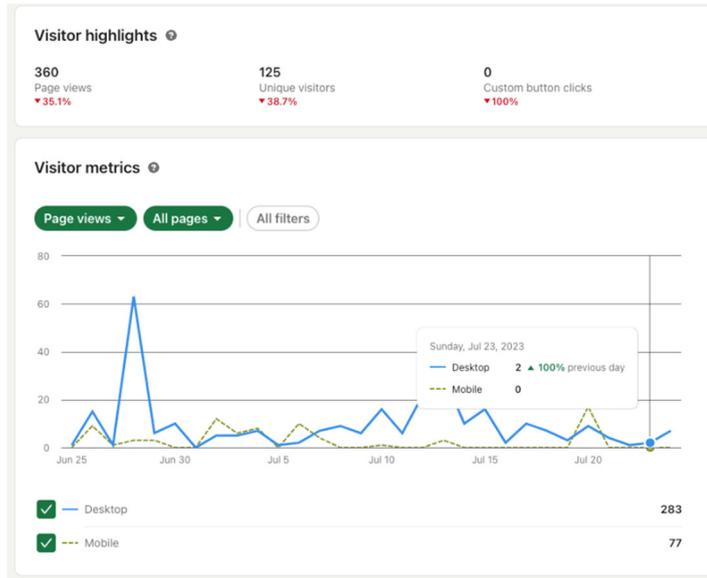
Source: LinkedIn

Figure Appendix K.2. Sample Of Page Analytics For Admins
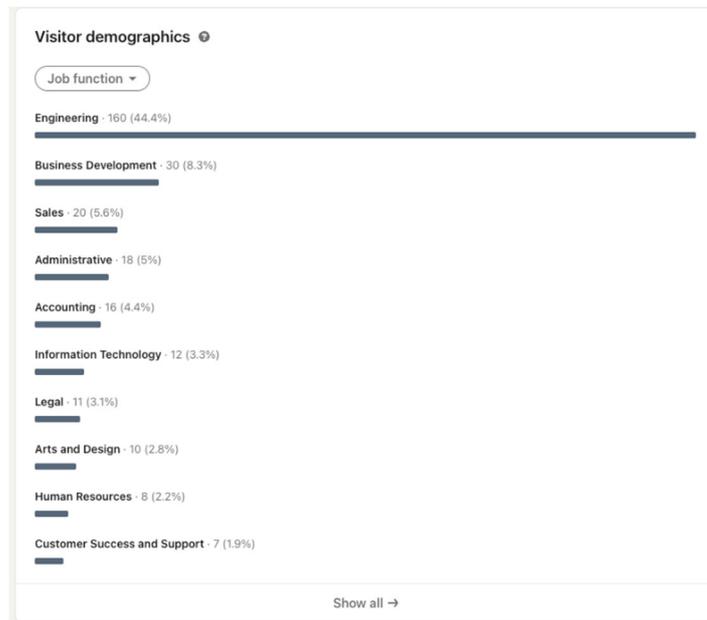
Source: LinkedIn

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. 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

Draft Developer Survey Questions

Table Appendix M.1. Draft Survey Questions For Developers

Draft Survey Questions
Q1: Have you obtained access to the Pages Data Portability API? • Yes • No
Q2: How satisfied are you with the new API? • 1-5 (1 = very dissatisfied, 5 = very satisfied) • [open text for any comments]
Q3: How satisfied are you with the documentation? • 1-5 (1 = very dissatisfied, 5 = very satisfied) • [open text for any comments]
Q4: How satisfied were you with the application process for the Pages Data Portability API? • 1-5 (1 = very dissatisfied, 5 = very satisfied) • [open text for any comments]
Q5: What data or features do you wish the API supported? [open text]
Q6: Please share any additional feedback. [open text]

Source: LinkedIn

Regarding Article 6(11)

568.   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:**

569.   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, by the compliance deadline.

2.1.2. **An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data[251] 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**

570.   Article 6(12) of the DMA requires the gatekeeper to "*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.

571.   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 has added an alternative dispute resolution ("**ADR**") mechanism, which is discussed in **Section B** below.

A. **Compliance Of Existing Terms**

572.   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,[252] 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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[251]   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.

[252]   *See* https://www.linkedin.com/legal/user-agreement.

573. 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).

574. 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

575. 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. Therefore, Microsoft has not implemented additional measures to ensure compliance with Article 6(12) of the DMA.

   i. Company Pages

576. 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. They can also use the Page to engage with their employees and create a private employee-only community.

577. **Description of the Terms.** Conditions for creating, maintaining, and using Pages on LinkedIn are governed by the Pages Terms.[253] The provision of analytics information from the Page Analytics tab is further subject to the Page Insights Joint Controller Addendum.[254]

578. 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.[255]

579. 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.

580. **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.

581. The only limitations to the use of LinkedIn's Pages service are provided in section 4 of the Pages Terms.[256] **Table 3** 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.

Table 3. 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

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[253] *See* https://www.linkedin.com/legal/l/linkedin-pages-terms.

[254] *See* https://legal.linkedin.com/pages-joint-controller-addendum.

[255] *See* https://www.linkedin.com/help/linkedin/topic/a3110?trk=hc-articlePage-sidebar.

[256] *See* https://www.linkedin.com/legal/l/linkedin-pages-terms.

Section 4 Of Pages Terms	Compliance
	service. Obscuring this information would not only contravene that goal but also impose a 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.

Section 4 Of Pages Terms	Compliance
We do not promise to store or keep showing any information and content that You have posted. 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.	As indicated in the User Agreement, LinkedIn is not a storage service and cannot take on the 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

582.   LinkedIn offers enhanced features on the LinkedIn CPS to business users through its subscription-based Premium Career, Premium Business, 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 LinkedIn Learning courses, and unlimited browsing to search for new business prospects without restrictions. LinkedIn's Sales Navigator and Recruiter subscriptions are discussed further below.

583.   Conditions for users to access LinkedIn's subscriptions and their features (whether through the Premium Business, Sales Navigator, or Recruiter offerings) are set out in the User Agreement (Section 2.3), Refund Policy, and the Cancellation Policy.

584.   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**

585.   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 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.

586.   **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.[257] 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.

587. **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. The other terms applicable to access Sales Navigator are discussed further below (with respect to the broadly applicable Terms).

- **Recruiter**

588. 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).[258]

589. **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 1.4 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.

590. In addition, the Recruiter InMail Policy includes provisions designed to prevent spam for members.[259] 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 community in a constructive manner.*"[260] 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

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[257]   *See* https://www.linkedin.com/legal/l/service-terms; and https://www.linkedin.com/legal/user-agreement.

[258]   *See* https://www.linkedin.com/legal/l/service-terms.

[259]   *See* https://www.linkedin.com/help/recruiter/answer/a413279/recruiter-inmail-policy?lang=en-us&intendedLocale=en.

[260]   *See* https://www.linkedin.com/help/recruiter/answer/a413279/recruiter-inmail-policy?lang=en-us&intendedLocale=en.

may lead to restrictions on a Recruiter user's ability to send InMails or other restrictions on the Recruiter account.

591. 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."[261]

592. **Compliance with Article 6(12).** As was already the case prior to the DMA compliance deadline, 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

593. 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

594. **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.[262]

595. **Compliance with Article 6(12).** As was already the case prior to the DMA compliance deadline, 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

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[261] *See* https://www.linkedin.com/help/recruiter/answer/a413271.

[262] *See* https://www.linkedin.com/legal/user-agreement#dos.

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.

Table 4. Compliance Of Section 8.1 Of The User Agreement With DMA Article 6(12)

Rule	Compliance
1. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements.	Necessary to ensure compliance with applicable laws and avoid potential legal or regulatory liability.
2. Provide accurate 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 LinkedIn CPS is used for (and remains usable for) its intended purpose.

Source: LinkedIn

- Section 8.2 of the User Agreement provides 18 "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.

Table 5. Compliance Of Section 8.2 Of The User Agreement With DMA Article 6(12)

Rule	Compliance
1. Don't 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.	Necessary to maintain the trust, safety, and security that members expect and require.

Rule	Compliance
2. Don't develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape the Services or otherwise copy 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. Don't override any security feature or bypass or circumvent any access controls or use limits of the Service (such as caps on keyword searches or profile views).	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. Don't copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of LinkedIn.	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 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. Don't 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.

Rule	Compliance
6. Don't 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. Don't 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. Don't post 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. Don't 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.
10. Don't 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. Don't 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. Don't 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.

Rule	Compliance
13. Don't use bots or other automated methods to access the Services, add or download contacts, send or redirect messages.	Necessary to maintain the trust, safety, and security that members expect and require.
14. Don't monitor the Services' availability, performance or functionality for any competitive purpose.	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, by ensuring that servers and bandwidth are not overburdened by unauthorized uses by actors who are not end users.
15. Don't 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.
16. Don't 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.
17. Don't interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming 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.
18. Don't violate the Professional Community Policies or any additional terms concerning a specific Service that are provided when you sign up for or start using such Service, and the Bing Maps terms where applicable.	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 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.

Source: LinkedIn

596.   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 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.

597.   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 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.

598.   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.

599.   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.[263] 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.

600.   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"[264] and "Automated activity on LinkedIn,"[265] provide members with clear guidance on what to do if their account is restricted.

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[263]   *See* https://www.linkedin.com/help/linkedin/answer/a1340522.

[264]   *See* https://www.linkedin.com/help/linkedin/answer/a1342754.

[265]   *See* https://www.linkedin.com/help/linkedin/answer/a1340567.

ii.   Privacy Policy

601. **Description of the Terms.** The Privacy Policy, incorporated by reference in the User Agreement,[266] applies to all LinkedIn users, including business users, and explains what 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.[267]

602. **Compliance with Article 6(12).** As was already the case prior to the DMA compliance deadline, 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, and/or phone number, 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. The data are used to "*provide and personalize our services* […] *so that our Services (including ads) can be more relevant and useful*."

- 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.

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[266]   *See* User Agreement, ¶1.1, https://www.linkedin.com/legal/user-agreement#introduction.

[267]   *See* https://www.linkedin.com/legal/privacy-policy.

iii.   Professional Community Policies

603.   **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:[268]

- Do not post harassing content;

- 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*").

604.   **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.*"[269]   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.

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[268]   Further explanation of what is meant by each restriction is detailed in the Professional Community Policies. *See* https://www.linkedin.com/legal/professional-community-policies.

[269]   *See* https://www.linkedin.com/help/linkedin/answer/a1342754.

605.   As was already the case prior to the DMA compliance deadline, 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.

606.   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.

607.   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.   Publishing Platform Guidelines

608.   **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.*"[270]

609. **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, the Publishing Platform Guidelines apply equally to all users publishing content on the 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.   <u>The Creation Of An Alternative Dispute Resolution Mechanism</u>

610. Prior to the DMA compliance deadline, 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.*"

611. In order to achieve full compliance, LinkedIn has introduced the ADR mechanism required in Article 6(12) of the DMA for its eligible business users residing in the EEA. LinkedIn has updated the language of section 6 of its User Agreement to provide,[271] "*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 <u>Help Center</u>.*"[272] 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*

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[270]   *See* https://www.linkedin.com/help/linkedin/answer/a519782#:~:text=Remember%20to%20be%20professional%20and,your%20use%20of%20this%20service.

[271]   *See* https://www.linkedin.com/legal/user-agreement#dispute.

[272]   The words "Help Center" include a hyperlink to https://www.linkedin.com/help/linkedin/ask/ts-adfrf.

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 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)."

612. Business users interested in invoking the ADR mechanism are asked for the following information listed in **Table 6** to assist in expedient processing of their dispute.

Table 6. Form For Business Users To Invoke The ADR Mechanism

Name of the Organization	[●]
Address of the Organization	[●]
Name of Individual(s) to Be Contacted Regarding this Complaint	[●]
Email Address(es)	[●]
Phone Number	[●]
Mailing Address	[●]
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

613. Business users are able to invoke the ADR mechanism through the page and form above. 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.

ii)   specific information (including, if applicable, data points, visual illustrations and recorded demos[273]) 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;

614. 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;

615. The new measure described in **Section 2.1.2 (i)** above are implemented by the compliance deadline.

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

616. 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's compliance with Article 6(12) of the DMA.

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

617. The ADR mechanism described in **Section 2.1.2 (i)** 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

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

> **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);**

618. 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,[274] consent forms,[275] warning messages, system updates, functionalities available, or customer journey to access functionalities[276]);**

619. 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);**

620. 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 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;**

621. 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.

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[274] 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.

[275] 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.

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

    i)   **any consultation[277] 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;**

622.   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;**

623.   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;**

624.   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;**

625.   LinkedIn has not yet informed users of the measure.

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

626.   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;**

627.   None.

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

o) **any type of market analysis or testing (in particular A/B testing[278]), business user surveys or consumer surveys or end user consent rates,[279] that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[280]**

628. 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;[281]**

629. 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;**

630. 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.

r) **any relevant data[282] 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**

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278 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.

279 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)).

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

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

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

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;

631. 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;**

632. 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).**

633. None.

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:**

634. 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, by the compliance deadline of 7 March 2024.

2.1.2. **An exhaustive explanation of how the Undertaking complies with the obligation, including any supporting data[283] 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**

635. 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*."

636. 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.

637. 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.

638. **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, click "Change" next to "Close account";

- Check the reason for closing the LinkedIn account and click "Next"; then

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[283]   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."[284]

639.   This is a simple termination process that meets the standard in Article 6(13) of the DMA.

640.   **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."

641.   LinkedIn provides a visual map of this flow below:[285]

Figure 68. Step One: Access Settings And Click "Manage Premium Account"
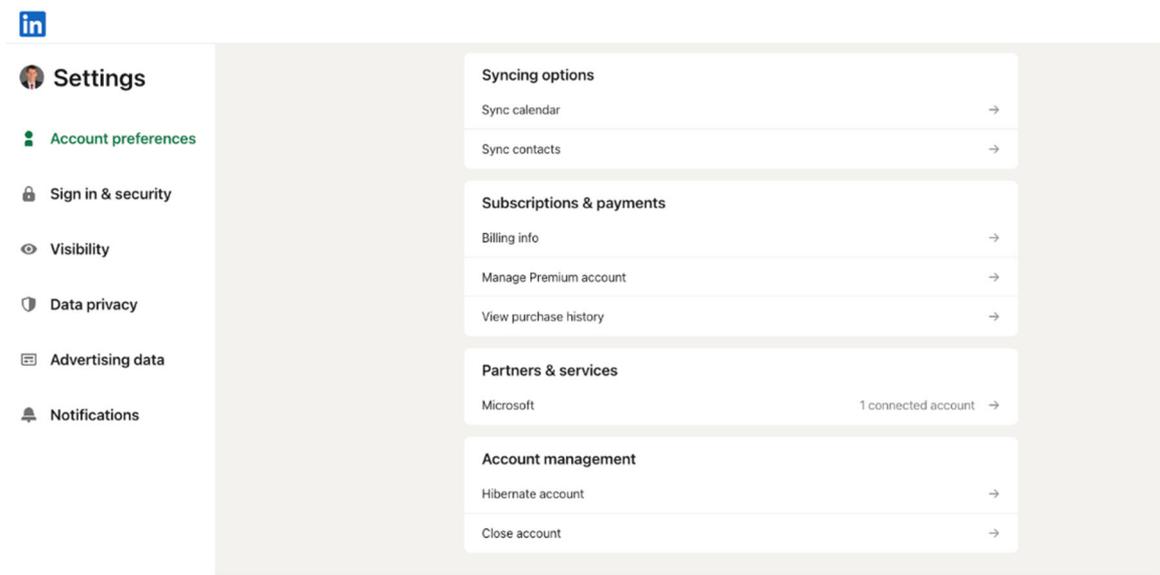
Source: LinkedIn

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[284]   For more information, *see* https://www.linkedin.com/help/linkedin/answer/a1379064.

[285]   Please note that for technical and operational reasons, some members may experience slight variants of this flow. Any variations are not material differences.

Figure 69. Step Two: Click "Cancel Subscription"
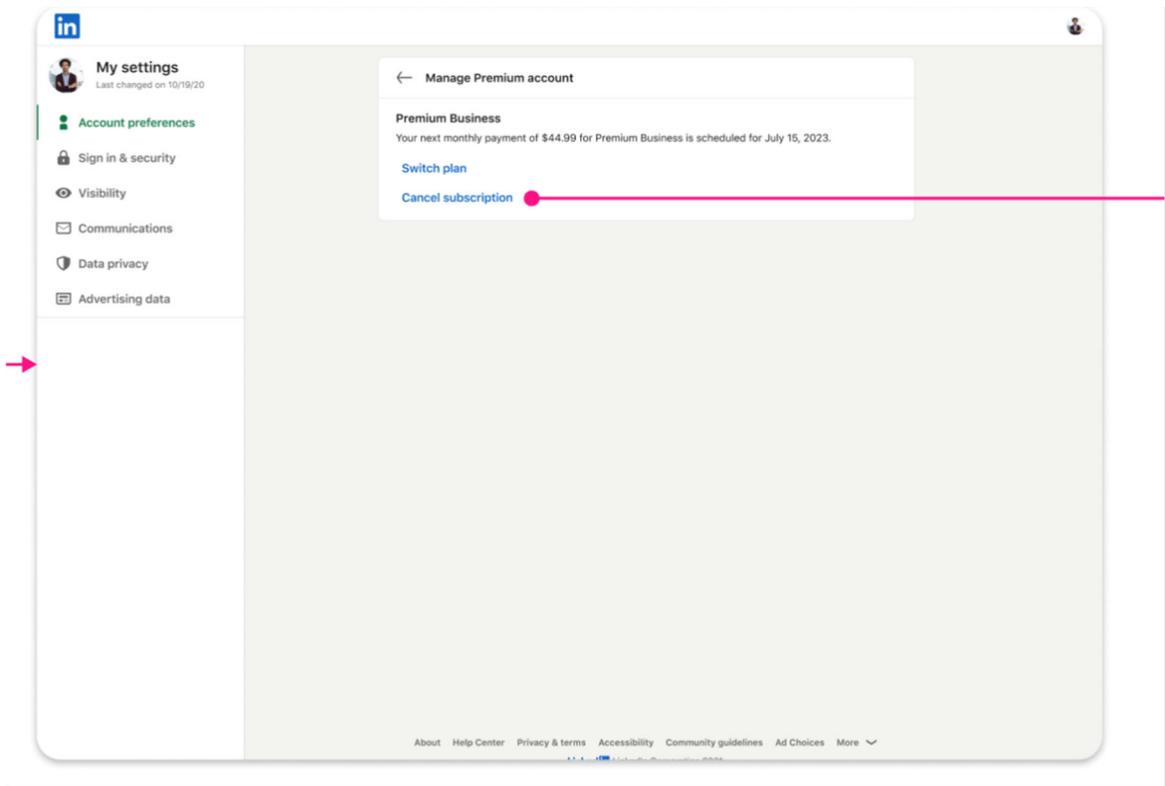
Source: LinkedIn

Figure 70. Step Three: Click "Confirm Cancel"
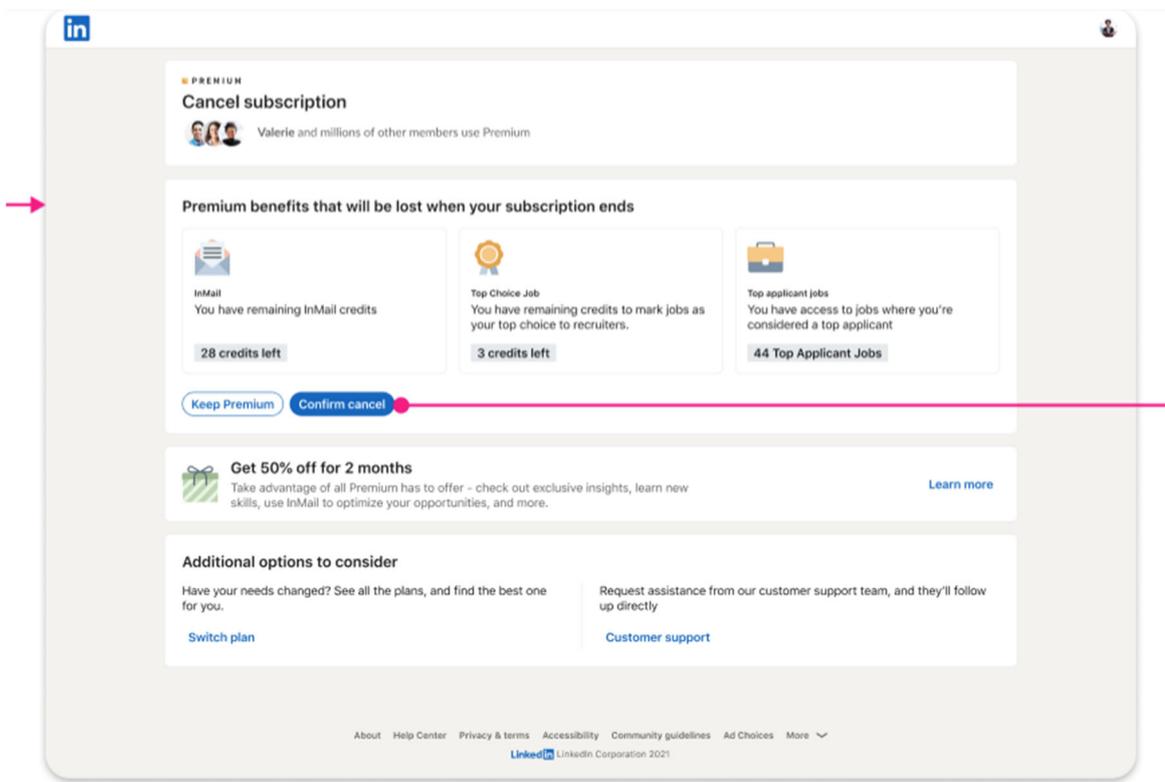
Source: LinkedIn

Figure 71. Confirmation Screen
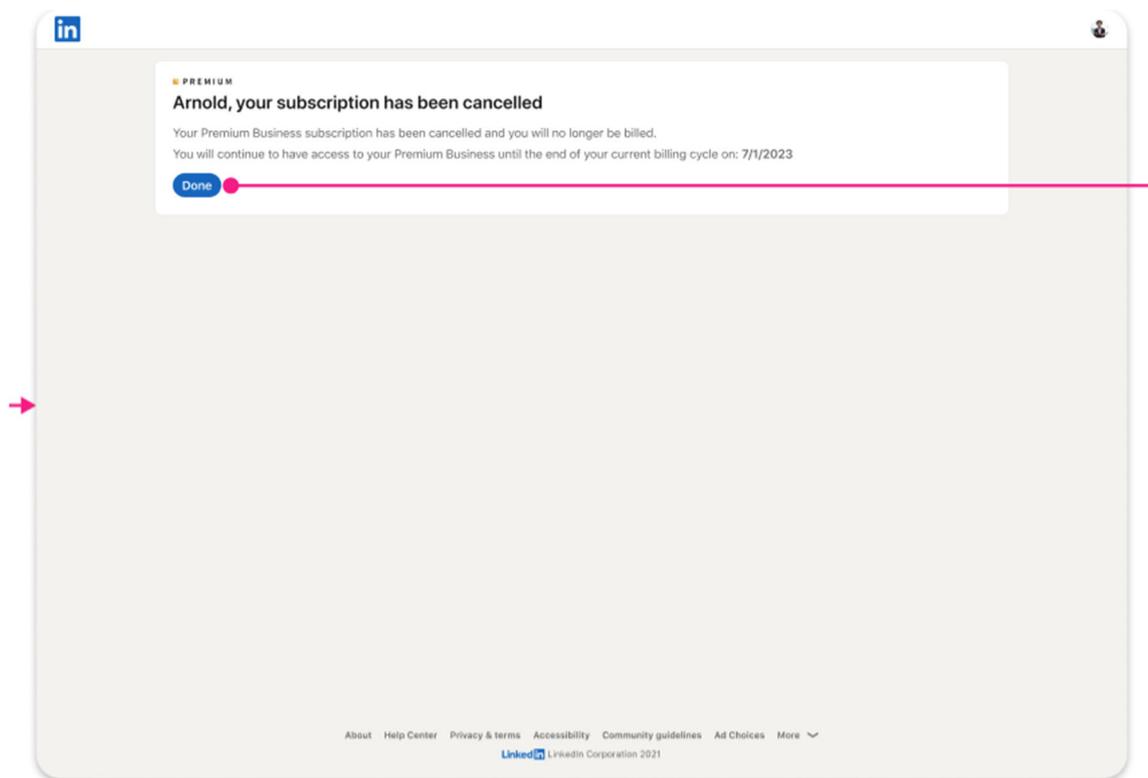
Source: LinkedIn

642. As of March 2024, this cancellation flow applies for all online subscriptions in the EEA. This cancellation flow was put in place in the EEA and select other geographic areas over approximately the past year primarily to improve the customer experience, and not as a response to the DMA. LinkedIn is closely evaluating whether and when to extend this experience across further geographic areas. For this new measure roll out, some engineering changes were required, but no major changes to the underlying data flows, data usage, *etc.* took place. The changes simply focused on the UI and making the cancellation process simpler. No changes were made to the terms and conditions for members.

643. **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.[286]

   ii)   **specific information (including, if applicable, data points, visual illustrations and recorded demos[287]) for each measure implemented in the context of Regulation (EU) 2022/1925, regarding:**

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[286]   *See* LinkedIn Subscription Agreement, https://www.linkedin.com/legal/l/lsa.

[287]   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;**

644.   None.

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

645.   None.

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

646.   None.

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

647.   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);**

648.   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,[288] consent forms,[289] warning messages, system updates, functionalities available, or customer journey to access functionalities[290]);**

649.   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**

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[288]   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.

[289]   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.

[290]   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.

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);

650.   None.

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

651.   None.

i)   any consultation[291] 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;

652.   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;

653.   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;

654.   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;

655.   None.

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

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

656.   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;

657.   None.

   o)   any type of market analysis or testing (in particular A/B testing[292]), business user surveys or consumer surveys or end user consent rates,[293] that have been carried out to estimate the expected impact of the measure on the objectives of Regulation (EU) 2022/1925;[294]

658.   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;[295]

659.   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;

660.   None.

   r)   any relevant data[296] which can inform whether the measure is or will be effective in achieving the objectives of Regulation (EU) 2022/1925, such

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[292]   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.

[293]   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)).

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

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

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

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;

661.　None.

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

662.　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).

663.　None.

Regarding Article 7

664.   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).**[297]

665.   From 6 September 2023, Microsoft has taken 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 Compliance Function. Microsoft also created a DMA Management Body, including senior corporate executives, including 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.

666.   As authorized by the Management Body, and with the support of engineering and business teams, Microsoft's Compliance Function is implementing monitoring and oversight measures to ensure that Microsoft's designated CPSs are compliant with the DMA. Microsoft has identified and appointed Directly Responsible Individuals ("**DRIs**") for each applicable DMA obligation across both Windows and LinkedIn. The DRIs are responsible for implementing required changes to each CPS and monitoring to ensure that each CPS remains in continuous compliance with the DMA. The DRIs will be asked by the Compliance Function to attest that they have met their responsibilities on a routine basis. The Compliance Function meets regularly with all DRIs and maintains an ongoing engagement rhythm with other key stakeholders, including Microsoft's Management Body, in connection with its responsibilities under Article 28.

667.   Microsoft   has   also   created   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 compliance report and an escalation point to receive feedback from interested parties both inside and outside Microsoft. This feedback mechanism will supplement Microsoft's internal compliance efforts and, Microsoft expects, will provide valuable insight and perspective on Microsoft's compliance with the DMA.

668.   Microsoft has also developed DMA-related training and Q&A sessions for Microsoft personnel, tailored to roles and responsibilities.

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)**

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[297]   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 Compliance Function's realm and supervision.

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.

669.   The Microsoft Management Body convenes as often as is necessary, but on at least a quarterly basis, to monitor and assess Microsoft's compliance with the DMA. The Microsoft Management Body is planning to produce detailed reports updating the Management Body on Microsoft's compliance with the DMA. Whereas none such detailed report has been produced to date, Microsoft provides for completeness the following table with presentations by the Head of the Compliance Function to the Management Body, as of the date of this compliance report. These relate to both CPSs and all applicable obligations.

Table 7. Presentations By The Microsoft Compliance Function To The Management Body

24 October 2023 Management Body Meeting	
Presentation Prepared By The Head Of The DMA Compliance Function	**The Management Body's Actions**
PowerPoint Presentation The presentation explained the law's requirements to set up a DMA Compliance Function and a Management Body, the role and reporting structure of the Compliance Function, and resolutions to be adopted in the meeting. The Management Body also reviewed the planned timeline for meetings of the Management Body, and the Compliance Function's path to the creation of Microsoft's compliance report under Article 11 of the DMA. The Compliance Function also informed the Management Body about Deloitte's independent audit of Microsoft's description of its consumer profiling techniques, required by Article 15 of the DMA.	At this meeting, the Management Body: • Reviewed and discussed several proposed resolutions. • Unanimously approved and adopted the proposed resolutions. • Reviewed and discussed the Mission Letter for the Head of the Compliance Function. • Unanimously approved the Mission Letter for the Head of the Compliance Function.
Minutes of the Meeting The Compliance Function tracked each discussion and decision of the Management Body at the meeting, and produced the minutes of the meeting. The meeting minutes reflect the Management Body's review and approval of three resolutions, including the creation and empowerment of the Management Body, the creation and empowerment of the DMA Compliance Function, and the roles and responsibilities of the Head of the Compliance Function and the DMA Compliance Officers.	As stated below, the Management Body reviewed and approved the 24 October 2023 Meeting Minutes, during its 2 February 2024 Management Body meeting.
2 February 2024 Management Body Meeting	
Presentation Prepared By The Head Of The DMA Compliance Function	**The Management Body's Actions**
PowerPoint Presentation	At this meeting, the Management Body:

In this presentation, the 24 October 2023 Meeting Minutes were presented for the Management Body's review and consideration. The presentation also provided an update on Microsoft's DMA compliance status and progress, as well as Microsoft's readiness for the March 2024 compliance report under Article 11 of the DMA. The Management Body was also presented with Microsoft's strategies and policies for taking up, managing, and monitoring compliance with the DMA, as required by DMA Article 28(8). After a discussion of these strategies, the Management Body considered a resolution to approve these strategies, which included the: - Establishment of Microsoft's DMA Compliance Function; - Identification of DRIs; - Creation of DMA Compliance reporting and feedback intake mechanisms; - Changes of and additions to, where necessary, terms and conditions in agreements related to each CPS; - DMA Compliance related modifications of Windows and LinkedIn; - Development of DMA-related training; - Establishment of engagement rhythm requirement with key stakeholders; and - Planning for additional mechanisms to ensure ongoing compliance after the compliance deadline.	- Reviewed, approved, and adopted the Meeting Minutes from the 24 October 2023 Management Body Meeting; - Reviewed and discussed Microsoft's DMA compliance progress and readiness for the March 2024 compliance report under Article 11 of the DMA; - Reviewed and discussed Microsoft's strategies and policies for taking up, managing, and monitoring compliance with the DMA, as required by DMA Article 28(8); - Unanimously approved and adopted Microsoft's strategies and policies, as well as the accompanying resolution, to take up, manage, and monitor compliance with the DMA.
Minutes of the Meeting The Meeting Minutes for the 2 February 2024 Management Body Meeting have not been created or approved as of the compliance deadline. The Meeting Minutes 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 at that next meeting.	None to date.

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.[298]

670.   Microsoft has not received feedback responsive to this section concerning either Windows' or LinkedIn's compliance with the DMA obligations in the reporting period between 6 September 2023 and the compliance deadline, reflecting the fact that Microsoft was not required to comply with the DMA before the compliance deadline.

2.2.   A list of the Undertaking's core platform service's top fifteen (15) business users per core platform service based on revenues established in the EEA for the last year, as defined in Article 2, point (21) of and in the Annex to Regulation (EU) 2022/1925, and, for these business users provide: the name, address, telephone number and e-mail address of the head of their legal department (or other person exercising similar functions; and in cases where there is no such person, the chief executive officer).[299] 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.

671.   LinkedIn has provided contact details for the requested top 15 business users of its online social networking service CPS at **Annex – LinkedIn – 1**, 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.

672.   For Recruiter and Sales Navigator, LinkedIn has provided contact details for the top fifteen EEA-based business users based on revenue for fiscal year 2023. 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

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

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

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.

673.   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.

674.   **Article 5(3) of the DMA.** 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:[300]

> "*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;*
>
> *(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.*"[301]

675.   LinkedIn is not an online intermediation service but an online social networking service, as defined in the DMA[302] and as designated by the Commission.[303] Therefore, Article 5(3) does not apply to the LinkedIn CPS.

676.   **Article 5(9) of the DMA.** Article 5(9) requires disclosures to advertisers to which a gatekeeper provides online advertising services, *i.e.*, through its designated online advertising CPS.[304] 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 core platform services listed in the designation decision pursuant to Article 3(9)*" (emphasis added).

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[300]   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.

[301]   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.*"

[302]   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.*"

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

[304]   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.

677. 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.*"[305] 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.[306]

678. On that basis, Article 5(9) of the DMA applies neither to the LinkedIn CPS, nor to LMS.

679. **Article 5(10) of the DMA.** 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 pursuant to Article 3(9)</u>*" (emphasis added).

680. 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 Designation Decision, LMS is a "*distinct service from Microsoft's online social networking CPS LinkedIn.*"[307] 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.[308]

681. Therefore, Article 5(10) of the DMA applies neither to the LinkedIn CPS, nor to LMS.

682. **Article 6(3) of the DMA.** 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.[309] LinkedIn is an online social networking service, as

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[305] Designation Decision, ¶144.

[306] 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).

[307] Designation Decision, ¶144.

[308] 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).

[309] 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.*"

defined by the DMA and as designated by the Commission.[310] Therefore, Article 6(3) does not apply to the LinkedIn CPS.

683.   **Article 6(4) of the DMA.** 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.[311] Therefore, Article 6(4) does not apply to the LinkedIn CPS.

684.   **Article 6(6) of the DMA.** 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.

685.   **Article 6(7) of the DMA.** 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 DMA and as designated by the Commission.[312] Therefore, Article 6(7) does not apply to the LinkedIn online social networking CPS.

686.   **Article 6(11) of the DMA.** 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[313] 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.[314] Therefore, Article 6(11) does not apply to the LinkedIn CPS.

687.   **Article 7 of the DMA.** 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

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[310]   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.

[311]   *See* Article 2(7) of the DMA and Designation Decision, ¶¶145 and 157.

[312]   *See* Article 2(7) of the DMA and Designation Decision, ¶¶145 and 157.

[313]   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.

[314]   *See* Article 2(7) of the DMA and Designation Decision, ¶¶145 and 157.

following definition in Article 2(7) of Directive 2018/1972,[315] 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*."

688. LinkedIn is not a NIICS but an online social networking service, as defined in the DMA and as designated by the Commission.[316] Therefore, Article 7 does not apply to the LinkedIn CPS.

689. 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.[317]

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[315] 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.

[316] *See* Article 2(7) of the DMA and Designation Decision, ¶¶145 and 157.

[317] 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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