BOOKING HOLDINGS

Booking Holdings Inc.'s Digital Markets Act Compliance Report

PUBLIC SUMMARY
NOVEMBER 2026



Introduction

The European Union ("**EU**") Digital Markets Act ("**DMA**") came into force on 1 November 2022 to promote fairness and contestability in digital markets. Booking Holdings Inc. ("**BHI**") was designated as a gatekeeper on 13 May 2024 with Booking.com as its sole designated Core Platform Service ("**CPS**"). In line with Art. 11 DMA, BHI published its first annual Compliance Report on 13 November 2024 (the "**compliance deadline**"). BHI hereby presents its third annual Compliance Report.[1]

OVERVIEW

We continue to make DMA compliance a priority.

Since the compliance deadline, we have continued to devote significant resources and attention to ensuring ongoing compliance with the DMA. Our approach is dynamic: we continuously monitor and, where appropriate, strengthen the measures introduced ahead of the compliance deadline to maintain alignment with both the letter and the spirit of the regulation. Additionally, to ensure that our compliance measures remain effective and clear, we actively monitor stakeholder feedback and engage in constructive regulatory dialogue with the European Commission.

Continuous Improvements to our Business Practices

Booking.com's compliance programme combines continuous improvements to our solutions, robust governance, systematic monitoring, and active stakeholder and regulatory engagement. Key developments implemented during this reporting period include:

- **Enhanced transparency over certain Booking.com products, programmes, and features relevant to Accommodations business users** (also referred to as "**partners**") **with properties located in the European Economic Area ("EEA") ("Art. 5(3) Transparency Package").** These measures include updates to business-user-facing pages and portals with enhanced guidance, as well as additional communications explaining our compliance with Art. 5(3) DMA requirements.

1 Unless otherwise specified, all information provided in this report, especially metrics and feedback received through the DMA webform, has been assessed up to 1 October 2026, which Booking.com used as the cut-off date for this reporting period.

- **The default ranking algorithm.** Through targeted updates to the relevant terms and business-user-facing pages, we provide partners with additional information on Booking.com's default ranking system and key ranking factors, while reiterating that external prices are not used to determine ranking outcomes.

- **The use of external prices.** We have updated and centralised the presentation of external price scans (where available) in the "Analytics" section of the Extranet to provide enhanced information regarding the role of external prices, including by clarifying that these do not affect ranking.

- **Booking Sponsored Benefit ("BSB").**

  - **BSB eligibility**. We have removed external prices as an eligibility criterion for BSB for EEA properties.

  - **BSB information**. We have streamlined partners' access to BSB information by consolidating all relevant information on the existing dedicated BSB Homepage, and provide information on whether bookings benefited from BSB and the amount of BSB reductions at reservation level, as well as aggregated performance metrics over a rolling 30-day period.

- **Premium Programmes (*i.e.*, Genius, Preferred Partner, Preferred Plus).** We have updated and further improved our dedicated tools enabling partners to understand, assess, and manage participation in these Premium Programmes, including eligibility criteria, benefits, performance metrics, and also clarified that external prices do not affect eligibility for properties located in the EEA.

- **Agreement updates.** Ahead of the compliance deadline, parity obligations were removed, largely through waivers. Partners who had received these waivers and were subject to contract renewal during this reporting period now operate under revised terms aligned with Art. 5(3) and 5(4) DMA.

- **Enhanced Data Portability API support.** We have improved the access to technical support channels and FAQs available to third parties who wish to register with the Data Portability API.

- **Further improvements to partners' access to data.**

  - **Accommodations.** As part of the Art. 5(3) Transparency Package, we provided additional insights and data to Accommodations partners covering a wide range of Booking.com products, programmes, and features.

  - **Flights.** We launched a new Airline Portal providing continuous access to campaign reporting, and enabling sharing of enriched Genius campaign data that go beyond the requirements of Art. 6(10) DMA.

  - **Rides.** We launched a new AI-powered review summarisation feature in the Taxi Partner Portal, enabling partners to analyse performance across multiple locations.

- **Enhanced communication tools.** We launched an in-app chat feature enabling travellers to communicate directly with drivers of participating Taxi partners within the Booking.com app.

Continuous Stakeholder Engagement and Feedback Review

We have continued our efforts to engage with stakeholders through various means including our constructive regulatory dialogue with the European Commission and the webform available in the Digital Markets Act section under "About Booking.com" on the Booking.com website (the "**DMA webform**"), designed to collect input from partners, travellers, and other interested third parties.

We have carefully assessed the feedback we received from these channels to inform ongoing improvements to our compliance approach. We look forward to continuing to hear from and engage with all stakeholders in the future.

Compliance Controls and Monitoring

We have continued monitoring and, where necessary, further strengthened the controls implemented across our business ahead of the compliance deadline. For instance, we have continued applying our structured programme of periodic reviews to verify that the compliance measures introduced prior to the compliance deadline continue to operate effectively over time. Following the introduction of the Art. 5(3) Transparency Package, we have created new controls and revised existing ones to align with these updated measures. In addition, we have provided enhanced training to relevant employees on the various DMA requirements to ensure they remain fully aware of, and understand, Booking.com's obligations under the DMA.

DMA-specific controls continue to be applied through close collaboration among the key teams and functions involved, under the supervision of the DMA Compliance Function.

Significant Investment to Ensure Ongoing Compliance

During this compliance period, BHI and Booking.com have continued to make substantial resources available to meet the requirements of the DMA. Many employees remain dedicated to ensuring ongoing compliance with the DMA's requirements.

In this report, we provide a detailed overview of the enhancements made during this reporting period, outlining the efforts and resources mobilised to strengthen and maintain our compliance solutions. This third report provides a comprehensive and up-to-date picture of our compliance framework, reflecting both continuity and progress in our implementation efforts.

We remain fully committed to the DMA's objectives and to close cooperation with the European Commission and other stakeholders in promoting fairness, transparency, and contestability in digital markets.

Section 1

Information about the Reporting Undertaking

The undertaking submitting this Compliance Report is BHI. BHI is a company organised under the laws of the State of Delaware, United States of America, with head offices at 800 Connecticut Avenue, Norwalk, CT 06854, United States of America.

BHI operates Booking.com, the only service owned by BHI that was designated as a CPS on 13 May 2024.

Multiple individuals across BHI and Booking.com's compliance, legal, business, and product teams were involved in preparing this report.

Section 2

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

This section details the compliance of the Booking.com CPS with the obligations under Articles 5 to 7 of the DMA.

Article 5(2)

Traveller Consent

- BHI has always been committed to handling personal data of its travellers responsibly. BHI is transparent about the processing of personal data to earn and retain its travellers' trust.
- Art. 5(2) DMA governs certain types of cross-service traveller personal data processing between Booking.com and another BHI service or a third-party service.
- BHI is well positioned to ensure compliance with Art. 5(2) DMA due to its structure. Booking.com, Agoda, KAYAK, OpenTable, and Priceline all constitute separate data controllers under the GDPR and operate with distinct privacy policies. As a consequence, even prior to the implementation of the DMA, Booking.com engaged in limited cross-service traveller personal data processing that could fall within the scope of Art. 5(2) DMA.
- For this reason, BHI opted to not institute an Art. 5(2) DMA consent. Instead, prior to 13 November 2024, BHI decommissioned the small number of instances of cross-service processing of traveller personal data that would have required the traveller's consent under Art. 5(2) DMA. BHI also further developed its compliance structures to prevent in-scope data flows from commencing in the future without Booking.com first seeking consent.
- In addition, prior to 13 November 2024, BHI updated its internal data management practice and architecture to ensure that travellers' personal data shared in instances where Art. 5(2) DMA does not require consent is not subsequently used in a manner that would require consent pursuant to Art. 5(2) DMA.
- During this reporting period, BHI further enhanced its data management structure and compliance monitoring, for example, through enhanced documentation, updated change-control protocols, and additional review.

Article 5(3)

Parity

- Booking.com complies with Art. 5(3) DMA by ensuring that its partners are not subject to parity requirements for inventory in the EEA, or conditions to participate on Booking.com's platform that effectively prevent them from offering better prices or conditions for inventory in the EEA on other channels.

BOOKING.COM'S COMPLIANCE APPROACH

- Prior to 13 November 2024, Booking.com conducted a comprehensive review of the standard terms and negotiated agreements with its partners to identify parity requirements. It then removed or waived parity requirements applicable to EEA-based travel offerings and deployed detailed partner communications around these changes.

- Since then, Booking.com has ensured that most partners who received a waiver before the compliance deadline are operating under the revised contractual terms aligned with the requirements of Art. 5(3) DMA. Where contractual updates did not allow for a renegotiation of the specific clause(s) subject to the waiver, Booking.com reminded the relevant partner of the applicable waiver language and explicitly stated that parity obligations no longer applied to relevant travel offerings in the EEA. The waivers remain in force for existing contracts until the next available renegotiation point is reached, at which time the parity language is removed, progressively reducing the number of contracts containing such (already waived) clauses.

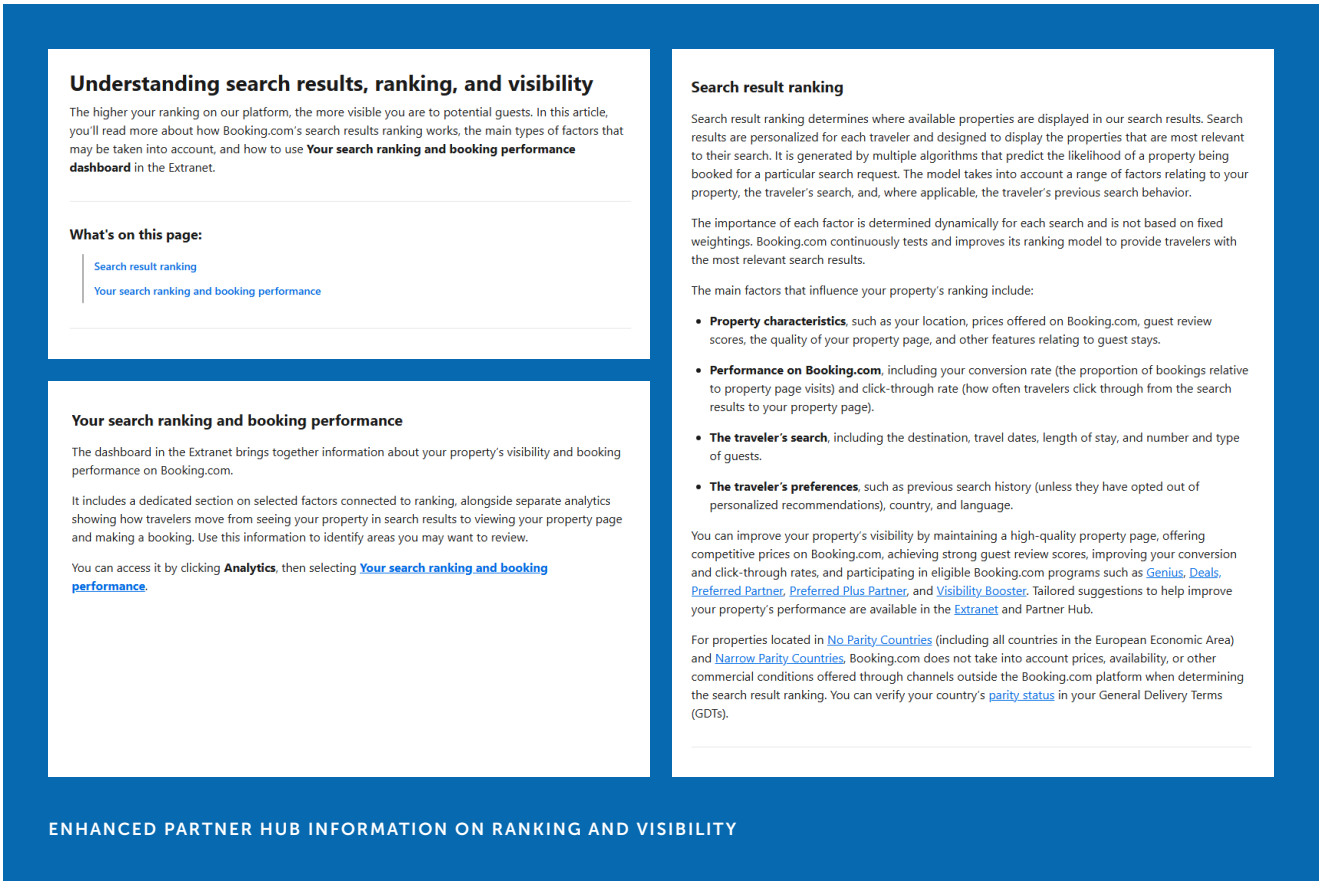
- **Identifying measures with equivalent effect to parity.** Prior to 13 November 2024, Booking.com deployed policies and controls to ensure that it does not maintain and will not introduce requirements to participate on the platform that effectively prevent partners from offering better prices or conditions for inventory in the EEA on other channels. Booking.com confirms that these policies and controls continue to be in place for this reporting period, and that, for EEA partners, it does not have and will not introduce any condition to participate on the platform that considers the terms on which that partner's offer is available off Booking.com.

ADDITIONAL TRANSPARENCY MEASURES FOR ACCOMMODATIONS PARTNERS

- During this reporting period, Booking.com engaged extensively with the European Commission on ways to further enhance transparency in relation to certain Booking.com products, programmes, and features relevant to Accommodations partners with properties located in the EEA (Art. 5(3) Transparency Package).[2] These measures included updates to partner-facing pages and portals with enhanced guidance, as well as additional communications explaining Booking.com's compliance with Article 5(3) DMA requirements, and were communicated to the relevant partners via email and a Partner Hub article.

2 *See* Building trust through transparency: our additional measures under the Digital Markets Act | by Booking.com Public Affairs | Sep, 2026 | A World Worth Experiencing. *See*, also, the European Commission's description of these changes in a public factsheet published on 28 September 2026, available here.

- **Ranking information.** Booking.com has improved information about how properties are ranked on the platform, including through new content in the Partner Hub explaining the factors that influence ranking[3] and an updated Extranet Ranking Dashboard which clarifies key ranking criteria and provides property-specific insights. Upcoming updates to the General Delivery Terms ("**GDTs**") will also clarify that prices offered by partners outside Booking.com are not used as a parameter in the default ranking.



Understanding search results, ranking, and visibility

The higher your ranking on our platform, the more visible you are to potential guests. In this article, you'll read more about how Booking.com's search results ranking works, the main types of factors that may be taken into account, and how to use **Your search ranking and booking performance dashboard** in the Extranet.

What's on this page:

Search result ranking

Your search ranking and booking performance

Your search ranking and booking performance

The dashboard in the Extranet brings together information about your property's visibility and booking performance on Booking.com.

It includes a dedicated section on selected factors connected to ranking, alongside separate analytics showing how travelers move from seeing your property in search results to viewing your property page and making a booking. Use this information to identify areas you may want to review.

You can access it by clicking **Analytics**, then selecting **Your search ranking and booking performance**.

Search result ranking

Search result ranking determines where available properties are displayed in our search results. Search results are personalized for each traveler and designed to display the properties that are most relevant to their search. It is generated by multiple algorithms that predict the likelihood of a property being booked for a particular search request. The model takes into account a range of factors relating to your property, the traveler's search, and, where applicable, the traveler's previous search behavior.

The importance of each factor is determined dynamically for each search and is not based on fixed weightings. Booking.com continuously tests and improves its ranking model to provide travelers with the most relevant search results.

The main factors that influence your property's ranking include:

- **Property characteristics**, such as your location, prices offered on Booking.com, guest review scores, the quality of your property page, and other features relating to guest stays.
- **Performance on Booking.com**, including your conversion rate (the proportion of bookings relative to property page visits) and click-through rate (how often travelers click through from the search results to your property page).
- **The traveler's search**, including the destination, travel dates, length of stay, and number and type of guests.
- **The traveler's preferences**, such as previous search history (unless they have opted out of personalized recommendations), country, and language.

You can improve your property's visibility by maintaining a high-quality property page, offering competitive prices on Booking.com, achieving strong guest review scores, improving your conversion and click-through rates, and participating in eligible Booking.com programs such as Genius, Deals, Preferred Partner, Preferred Plus Partner, and Visibility Booster. Tailored suggestions to help improve your property's performance are available in the Extranet and Partner Hub.

For properties located in No Parity Countries (including all countries in the European Economic Area) and Narrow Parity Countries, Booking.com does not take into account prices, availability, or other commercial conditions offered through channels outside the Booking.com platform when determining the search result ranking. You can verify your country's parity status in your General Delivery Terms (GDTs).

ENHANCED PARTNER HUB INFORMATION ON RANKING AND VISIBILITY

- **External price information**. Booking.com has updated and centralised the presentation of external price scans in the "Analytics" section of the Extranet to provide enhanced information regarding external prices, including by clarifying that these do not affect ranking.

- **Booking Sponsored Benefit ("BSB")**. Booking.com has removed external prices as an eligibility criterion for BSB for properties located in the EEA and enhanced the information available in both the Extranet and the Partner Hub about how BSB works,[4] including that Booking.com pays part of the room rate on behalf of travellers while partners receive the full transaction value of each booking, alongside more granular information on BSB's contribution to partners' bookings.

3 *See* Guide on search ranking and visibility | Booking.com for Partners.
4 *See* Understanding Booking Sponsored Benefit | Booking.com for Partners.

Understanding Booking Sponsored Benefit

Are you a guest?
Contact our Customer Service team

With Booking Sponsored Benefit (BSB), we pay part of the room rate on behalf of travelers to attract potential bookers.

When Booking Sponsored Benefit is applied, travelers see a price reduction displayed next to the rates you set. This price reduction reflects the partial payment we make on behalf of the traveler. You always receive the full transaction value of each booking.

The eligibility criteria for BSB are explained below. Note: If your property is located in a no parity country (including all countries in the European Economic Area), the prices you display on other sites—including on your own website—aren't used to determine your property's eligibility for BSB.

What's on this page:

- How does BSB benefit your business?
- How Booking Sponsored Benefit works
- Are you eligible for BSB?
- When BSB applies

How does BSB benefit your business?

When applied, BSB offers the following advantages for your business:

- Travelers see a reduced rate and are more likely to book with you.
- Guests pay in advance to receive the reduced rate. This means that guests are more likely to honor their reservations.
- We fund the price reductions while you get full revenue from these reservations.

How Booking Sponsored Benefit works

Booking Sponsored Benefit incentives are only applied to some reservations. When travelers search for rooms on Booking.com, we display a reduced rate to encourage them to book. In some regions and when Booking Sponsored Benefit is applicable, BSB may also be displayed on metasearch channels, including Google Hotel Ads.

Payments by Booking.com is technically required for the application of BSB. As Booking Sponsored Benefit is funded by us on behalf of the guest and paid through Payments by Booking.com, it is only available to properties that use our secure service to facilitate payments. If you don't currently use Payments by Booking.com, you'll need to enroll before Booking Sponsored Benefit incentives can be applied.

It's important to note that you're still required to pay the standard commission percentage on the room price as originally set.

Are you eligible for BSB?

Depending on the country where your property is located, certain eligibility rules may apply.

BSB may be applied if:

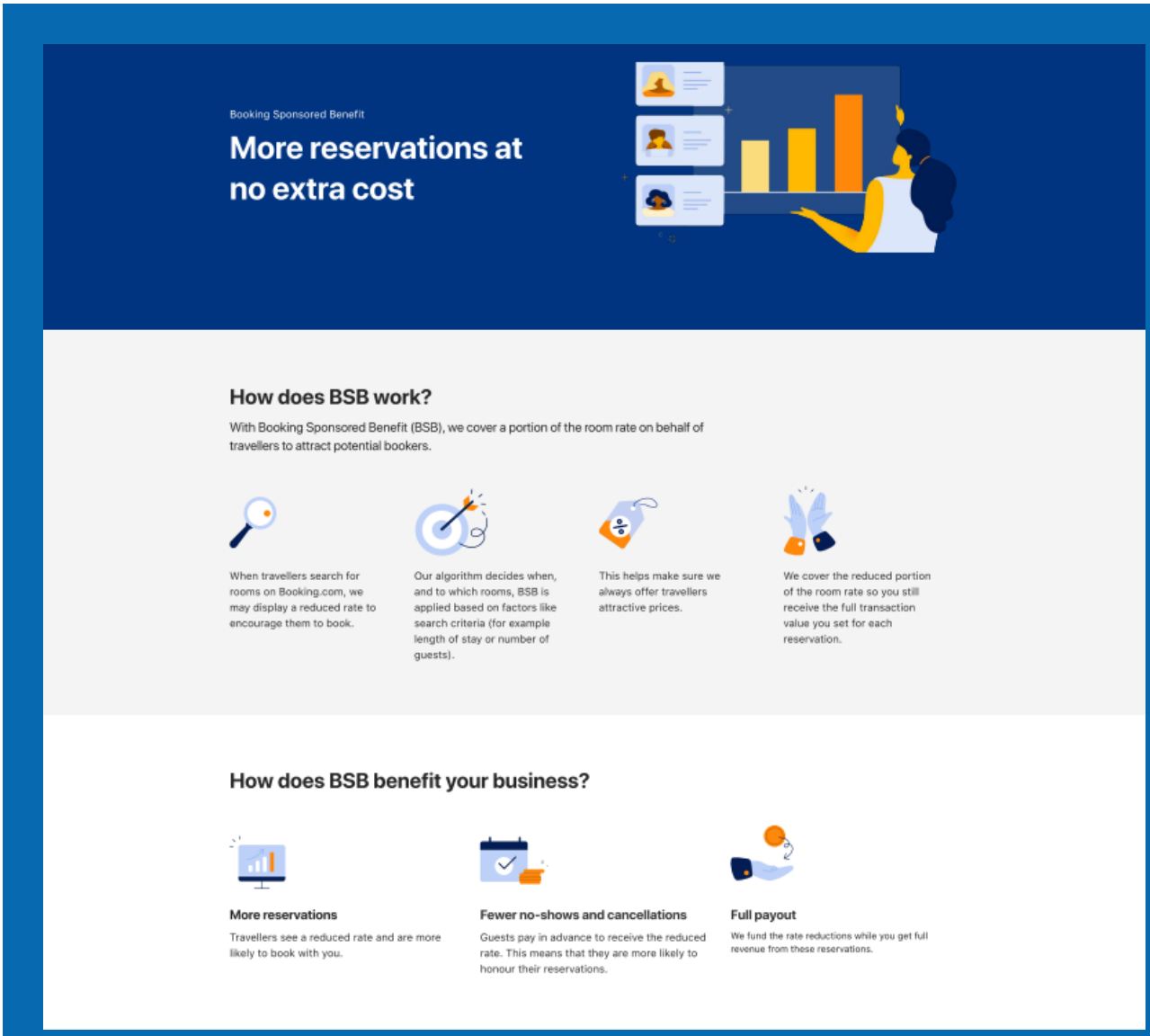
- Your property's prices aren't competitive; or
- Your property's prices are competitive and you've opted in to the program via the Opportunity Center

If your property is located in a no parity country (including all countries in the European Economic Area), the prices you display on other sites—including on your own website—aren't taken into account when determining BSB eligibility and you can't opt into BSB.

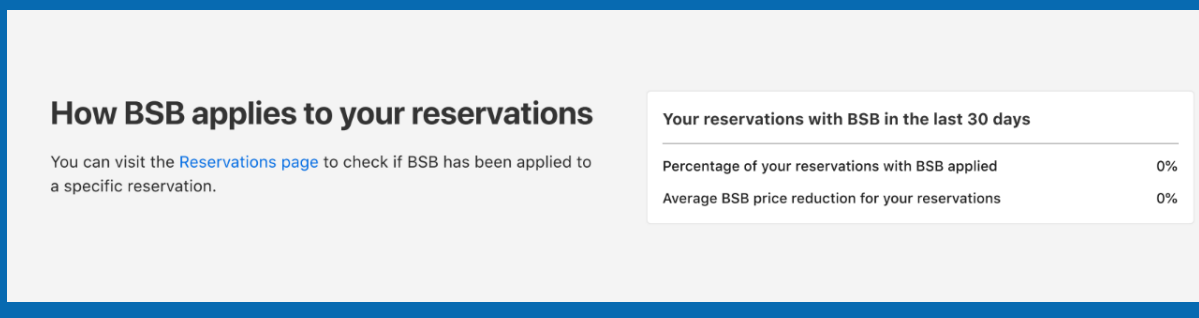
When BSB applies

Being eligible doesn't mean BSB will apply to all of your reservations. Our algorithm determines when Booking Sponsored Benefit applies to encourage travelers to book based on factors like search criteria (for example length of stay or number of guests).

ENHANCED PARTNER HUB INFORMATION ON BSB

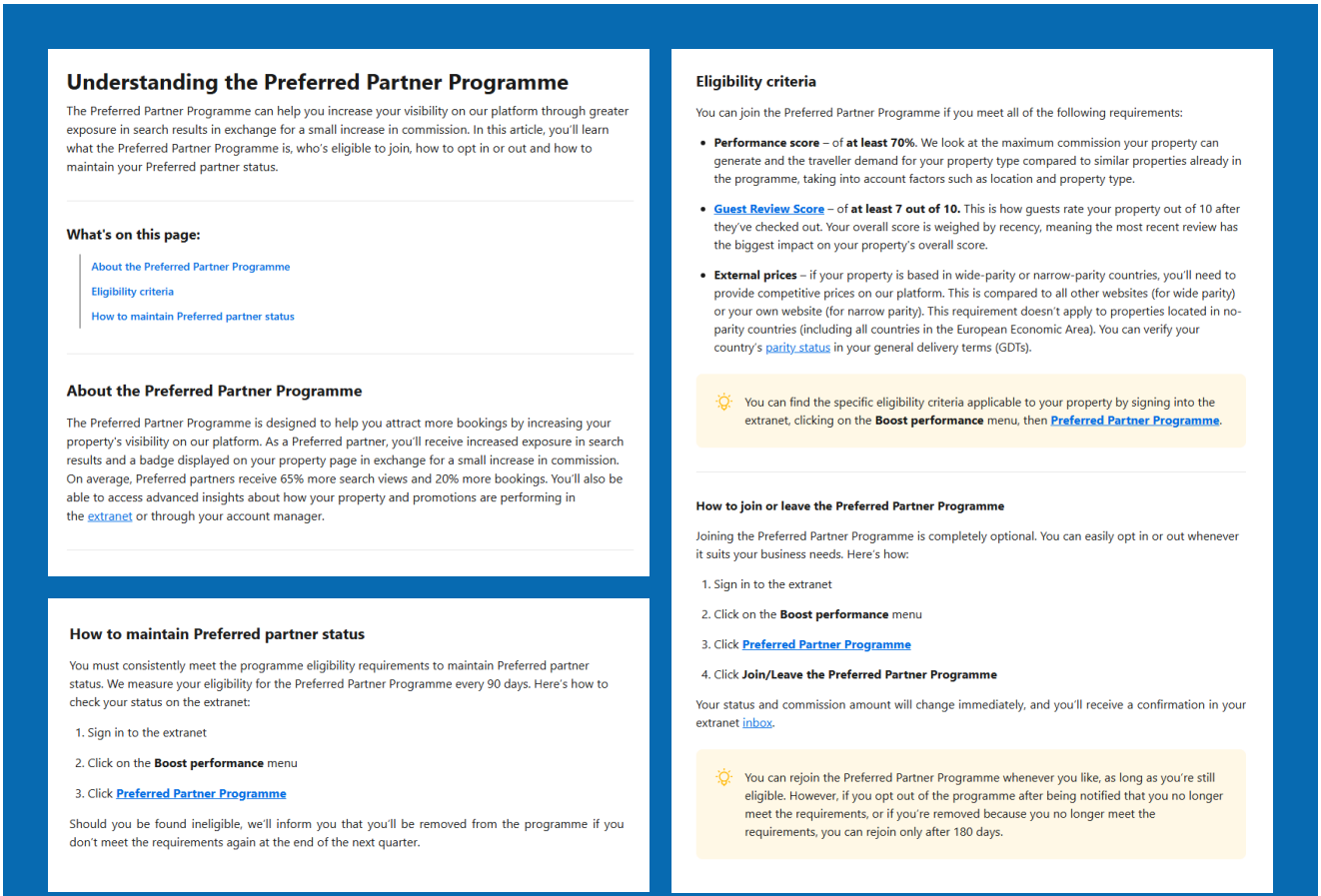


EXTRANET'S BSB HOMEPAGE FOR ACCOMMODATIONS PARTNERS



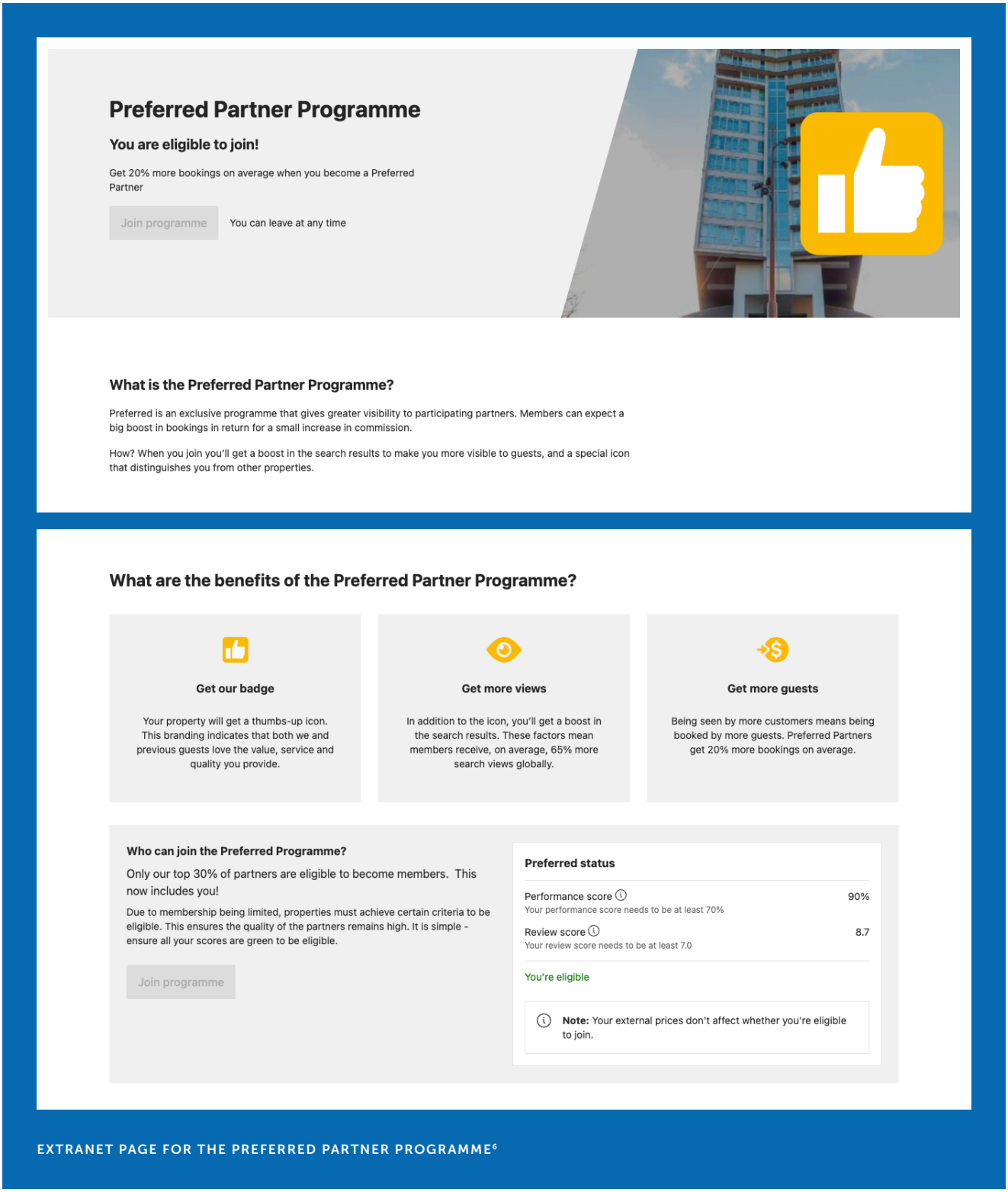
EXTRANET'S BSB HOMEPAGE - AGGREGATED PERFORMANCE METRICS

- **Premium Programme information**. Booking.com has enhanced transparency around the Genius, Preferred, and Preferred Plus programmes through updated Extranet and Partner Hub content,[5] explaining how they work in practice and clarifying that, for properties located in the EEA, prices offered on other sites do not affect eligibility for these programmes. The updated materials also explain the role and functioning of the Performance Score, including how properties are benchmarked geographically, and the circumstances in which programme participation may be suspended. The Partner Hub pages provide information on programme benefits, including estimated programme impact and relevant performance metrics, while dedicated Extranet tools enable Accommodations partners to manage their participation and assess their own performance.



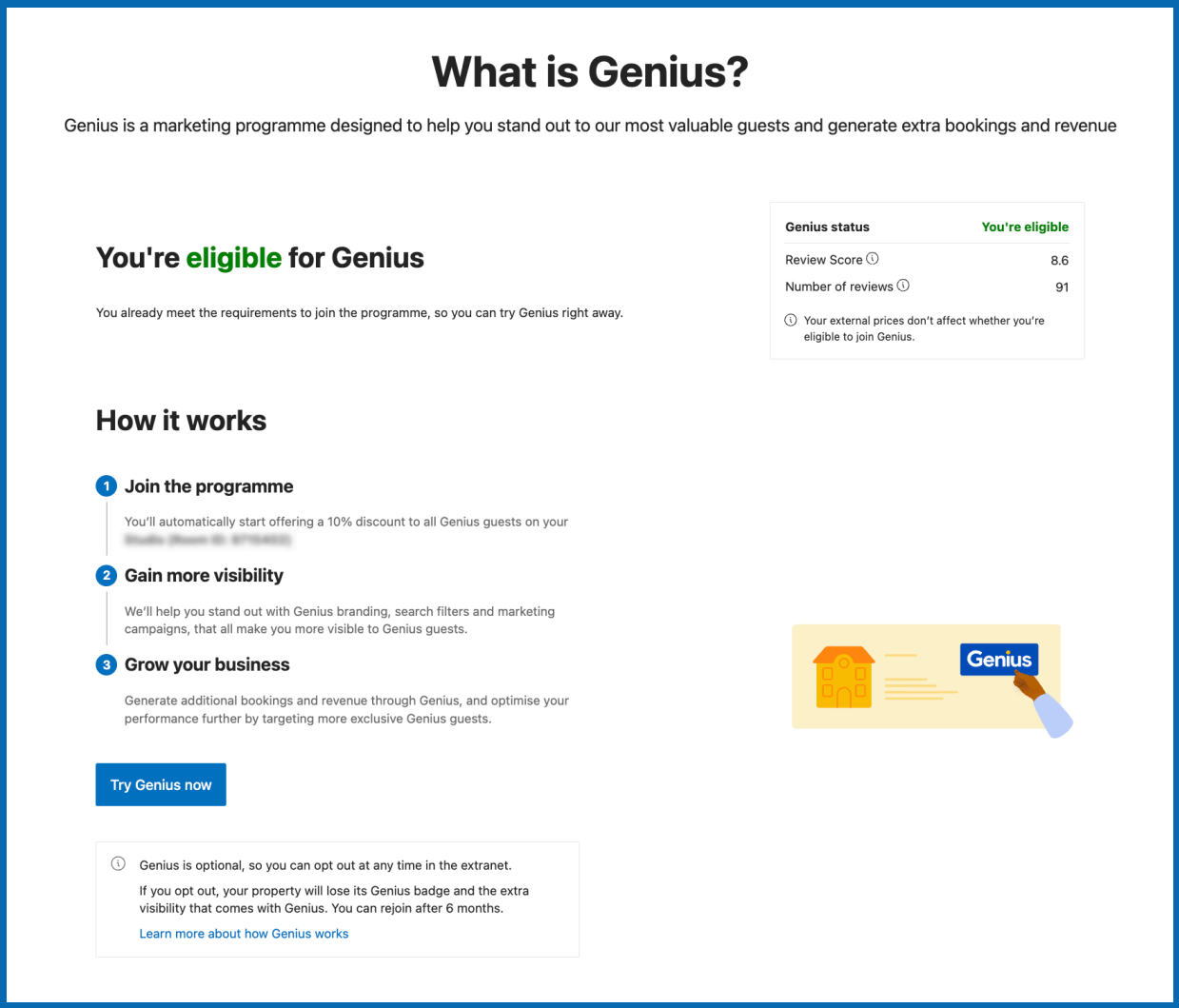
ENHANCED PARTNER HUB INFORMATION ON PREFERRED PARTNER PROGRAMME

5 See Understanding the Preferred Partner Programme | Booking.com for Partners.



EXTRANET PAGE FOR THE PREFERRED PARTNER PROGRAMME[6]

6 The content displayed on this page is tailored to the status of the relevant partner (*e.g.*, eligible, ineligible, or actively enrolled in the Preferred Partner Programme). Please note that these images are illustrative mock-ups.



EXTRANET PAGE FOR THE GENIUS PROGRAMME[7]

MEASURES ADOPTED TO ENSURE ONGOING COMPLIANCE WITH ART. 5(3) DMA

- Prior to 13 November 2024, Booking.com implemented controls and systems to prevent the future introduction of parity obligations or measures with equivalent effect. These include for example the following measures:
  - Updates and reviews of supporting materials for partners and partner-facing employees, to reflect the removal of parity clauses throughout the EEA. These reviews continue to be in place to ensure that all supporting materials for partners and partner-facing employees comply with the requirements under Art. 5(3) DMA;

7 The content displayed on this page is tailored to the status of the relevant partner (*e.g.*, eligible, ineligible, or actively enrolled in the Genius Programme). Please note that this image is an illustrative mock-up.

- Trainings of partner-facing employees on the new requirements under Art. 5(3) DMA, the parity-related changes and their impact on agreements and interactions with partners. Booking.com continues to deploy these trainings to ensure that all relevant employees are fully aware of and understand the requirements under Art. 5(3) DMA; and

- Formal cycles and approval processes for updates to standard terms and negotiated agreements.

- In addition, Booking.com introduced system controls to prevent partner-facing employees from contacting EEA-based partners with requests to apply price parity. During this reporting period, Booking.com has taken additional steps to reinforce the consistent application of its internal policies, including by strengthening escalation and monitoring mechanisms.

- Booking.com also established a structured programme of periodic reviews to verify that these measures continue to function effectively over time.

- During this reporting period, Booking.com updated its controls to ensure periodic reviews of relevant systems, tools and partner-facing materials, including those updated as part of the Art. 5(3) Transparency Package, to verify that its controls remain effective and that relevant information remains accurate, up to date and consistent with the requirements of Art. 5(3) DMA.

Article 5(4) Anti-steering

- Booking.com complies with Art. 5(4) DMA as it does not impose any restrictions preventing partners from communicating and promoting their offers outside of Booking.com's platform to end-users acquired either through Booking.com or through other channels (*e.g.*, rival Online Travel Agencies ("**OTAs**"), their own website, *etc.*). For example, the GDTs, applicable to most of Booking.com's Accommodations partners, did not and do not impose any restrictions on communication with travellers outside the Booking.com platform.

MEASURES ADOPTED TO ENSURE ONGOING COMPLIANCE WITH ART. 5(4) DMA PRIOR TO 13 NOVEMBER 2024

- Booking.com made certain adjustments to a small number of agreements to clarify that limitations on communications outside of Booking.com's platform do not apply to travellers once they are acquired by the partner.

- Travellers that booked through Booking.com can only be considered "acquired" when Booking.com has been remunerated. Recital 40 DMA states that two conditions must be fulfilled for a traveller to be considered "acquired": (i) the traveller has entered into a commercial relationship with the partner, and (ii) Booking.com has been remunerated by the partner for facilitating this relationship. Regarding the first condition, in practice, Booking.com considers this is fulfilled once a traveller makes a reservation with a partner on Booking.com.

- Regarding the second condition, Booking.com recognises that this moment of remuneration may be impractical for partners to understand and can vary considerably from partner to partner. To provide practical clarity for our partners, Booking.com considers a traveller to be acquired once the travel service they paid for begins.

- This means that, for example, an Accommodations traveller has been "acquired" by a partner for a given reservation from the scheduled check-in date of a reservation they have paid for. In practice, this means that once a traveller checks in at the property (and Booking.com has certainty that it will be remunerated by the partner because all cancellation options have expired), the partner is not restrained anymore from soliciting the traveller to book directly with them (or another intermediation service) for their next visit. Booking.com has communicated this position to partners in the small number of waivers it sent to ensure compliance with Art. 5(4) DMA.

MEASURES ADOPTED TO ENSURE ONGOING COMPLIANCE WITH ART. 5(4) DMA AFTER 13 NOVEMBER 2024

- Following the compliance deadline, Booking.com ensured that most partners who received a waiver before the compliance deadline are subject to revised contractual terms aligned with the requirements of Art. 5(4) DMA. Where contractual updates did not allow for a renegotiation of the specific clause(s) subject to the waiver, Booking.com reminded the relevant partners of the applicable waiver language and explicitly stated that anti-steering requirements no longer applied to relevant travel offerings in the EEA. The waivers remain in force for existing contracts until the next available renegotiation point is reached, at which time the parity language is removed, progressively reducing the number of contracts containing such (already waived) clauses.

- In addition, to ensure ongoing compliance with Art. 5(4) DMA, Booking.com implemented a set of controls focused on periodic reviews, product approval processes, and additional training.

Article 5(5) Content Access through Partner Applications

- Art. 5(5) DMA does not apply to the Booking.com CPS since it does not intermediate, support, or otherwise gate software applications of partners.

Article 5(6) Raising Issues with Public Authorities

- Booking.com complies with Art. 5(6) DMA because it does not impose any restrictions preventing its partners or travellers from raising any substantiated issues with a competent public authority.

Article 5(7)

Requiring the Use of Payment Services in the Context of Services provided by Partners

- Booking.com complies with Art. 5(7) DMA because it does not offer a product or service that can be used in the context of the services provided by its partners. Booking.com's payment service "Payments by Booking" is only available on the Booking.com CPS.

Article 5(8)

Ban on Subscription Requirement to Additional CPSs

- Art. 5(8) DMA does not apply to the Booking.com CPS as BHI only has one relevant CPS and this provision applies to gatekeepers that have at least two relevant CPSs to which they could require business users or end users to subscribe or register.

Article 5(9)

Advertisers' Data Access

- Art. 5(9) DMA does not apply to the Booking.com CPS as BHI does not operate an online advertising service (or, at a minimum, no such service has been designated as a CPS) and this provision only applies to designated online advertising service CPSs.

Article 5(10)

Publishers' Data Access

- Art. 5(10) DMA does not apply to the Booking.com CPS as BHI does not operate an online advertising service (or, at a minimum, no such service has been designated as a CPS) and this provision only applies to designated online advertising service CPSs.

Article 6(2)

Use of Partners' Data to Compete

- Booking.com complies with Art. 6(2) DMA because it does not use non-public data provided or generated by partners or their customers on Booking.com, to compete with partners.
- BHI operates several travel OTAs beyond Booking.com, but does not provide in-scope data to these other travel OTAs where such brands would use the data to compete with the partners.
- Prior to 13 November 2024, Booking.com implemented data management policies which restrict data flows between BHI brands to comply with Art. 6(2) DMA. Booking.com also stored its data separately from other BHI brands, and introduced mandatory training sessions for relevant employees on maintaining compliance with Art. 6(2) DMA.

- Following the compliance deadline, Booking.com established periodic review mechanisms to ensure ongoing compliance and conducted additional trainings.

Article 6(3) Un-installation of Software Applications and Control over Default Settings

- Art. 6(3) DMA does not apply to the Booking.com CPS as it is not an operating system, virtual assistant or web browser and this provision only applies to such services.

Article 6(4) Installation and Use of Third-Party Software Applications and Application Stores

- Art. 6(4) DMA does not apply to the Booking.com CPS as it is not an operating system and this provision only applies to such services.

Article 6(5) Equal Treatment in Ranking

- Booking.com complies with Art. 6(5) DMA because it does not treat more favourably in ranking, indexing or crawling any distinct BHI services relative to similar services or products of a third party.
- While Booking.com may list inventory from other BHI brands alongside the inventory of third parties, Booking.com maintains mechanisms for ranking and display on its platform that are designed to be neutral regarding the source of the inventory.
- Prior to 13 November 2024, Booking.com also implemented a range of internal controls, including developing internal policies and training on the requirements of Art. 6(5) DMA, regular risk assessments, and technical controls to ensure the monitoring of any changes to ranking algorithms or machine learning models.
- Following the compliance deadline, BHI has conducted regular internal reviews of algorithm outputs to ensure that no first-party products are given preferential treatment in ranking. During this reporting period, Booking.com also updated its mandatory compliance training for employees whose work involves how services, properties or information are ranked, recommended or displayed on Booking.com.

Article 6(6) Ban on Multi-Homing Restrictions

- Art. 6(6) DMA does not apply to the Booking.com CPS as it does not intermediate, support, or otherwise gate software applications and services.

Article 6(7) Interoperability with Gatekeeper's Soft- and Hardware

- Art. 6(7) DMA does not apply to the Booking.com CPS as it is not an operating system or virtual assistant and this provision only applies to such services.

Article 6(8) Advertisers' and Publishers' Access to Performance Measuring Tools

- Art. 6(8) DMA does not apply to the Booking.com CPS as BHI does not operate an online advertising service (or, at a minimum, no such service has been designated as a CPS) and this provision only applies to such services.

Article 6(9) Data Portability

DATA PORTABILITY API

- To ensure compliance with the data portability obligation under Art. 6(9) DMA, prior to 13 November 2024, Booking.com launched a new Booking.com Data Portability API that enables signed-in travellers to easily transfer data they provided or generated on Booking.com (referred to as "**Traveller Data**") to registered third parties.[8] Travellers can download or transfer Traveller Data if collected for the specific traveller, including reservation details, contact information, reviews, settings, search history, and more. The API is free of charge and available at any time.

- In addition, travellers can also download Traveller Data on their own devices in a zip folder containing files in JSON format and larger attachments in JPG format (*e.g.*, images uploaded as profile pictures). Depending on the size of the data and the internet speed of the traveller, the download can be instant or may take a few minutes. After downloading the data to their device, travellers can port this data to any third party of their choice.

- Travellers can share their data with registered third parties by following two steps:

STEP 1 – TRAVELLERS GENERATE A LINK ON BOOKING.COM'S WEBSITE / APP

- To initiate a data transfer, travellers in the EEA sign in on Booking.com's website or app, go to their account section and then to "Privacy and data management". There, travellers are presented with information about the practicalities for sharing data and some points for travellers to be aware of when sharing their data with third parties.

8 For security reasons, the Data Portability API is only available to signed-in travellers as Booking.com cannot verify the identity of non-signed in users.

- After clicking on "Request data porting", travellers can download the data to their device or copy the link. In August 2025, Booking.com introduced an improved export process allowing users to generate and share export links instantaneously with third parties, with data uploaded within minutes — compared to the link being available after up to five minutes before the upgrade. This improvement streamlined the user experience and allowed third parties to maintain their existing API connections without any changes.

STEP 2 – TRAVELLER PROVIDES THE LINK TO A THIRD-PARTY

- Once the traveller has copied the link, they can provide it to a registered third-party online platform. To protect the traveller's security, the traveller will authenticate themselves when providing the link through the OAuth login pop-up.

- Travellers can then choose whether they want to allow (a) a one-time or (b) continuous data export for a duration of 180 days with data refreshed every 24 hours. This preferences menu can be developed by the registered third-party based on documentation published on the Booking.com webpage for developers (referred to as the "Developers Portal").

- The third-party can now directly call the Data Portability API to get access to Traveller Data.

- Travellers remain in control of their data and can revoke access of the third-party platform to the shared Traveller Data in the "Security" section of the account settings on the Booking.com website or app.[9]

- Booking.com provides a detailed explanation of the data export process for travellers on the Booking.com website and app. This includes a step-by-step guide on how to download and export Traveller Data and how to reach out to Booking.com's Customer Support if the traveller encounters any technical issues with downloading or porting the data.

THIRD-PARTY REGISTRATION

- Third parties are able to integrate with the Data Portability API by following a simple registration process explained in detail on the Developers Portal.

- To protect the privacy, security, and integrity of travellers' data and the Booking.com platform, Booking.com developed an industry-standard registration process for third parties to integrate with the Data Portability API.

  The registration process includes:

  - The submission of an application form by the third-party developer providing information about the legal entity requesting access to the Data Portability API and confirming they will comply with the Booking.com Data Portability API Terms of Use.

9 Travellers cannot revoke data that has already been shared as the data is then outside the Booking.com platform and therefore not under Booking.com's control. Travellers must handle any deletion requests for such data with the third-party directly.

  - The completion of identity, privacy, and data security checks. These verifications are designed to mitigate risks to travellers' personal data and address regulatory data security and privacy obligations.

  - Replying to verification questions and attachment of accompanying documents, if necessary, to supplement the registration process.

  - Onboarding to Booking.com's Open Authorisation protocol ("**OAuth 2.0**") implementation.

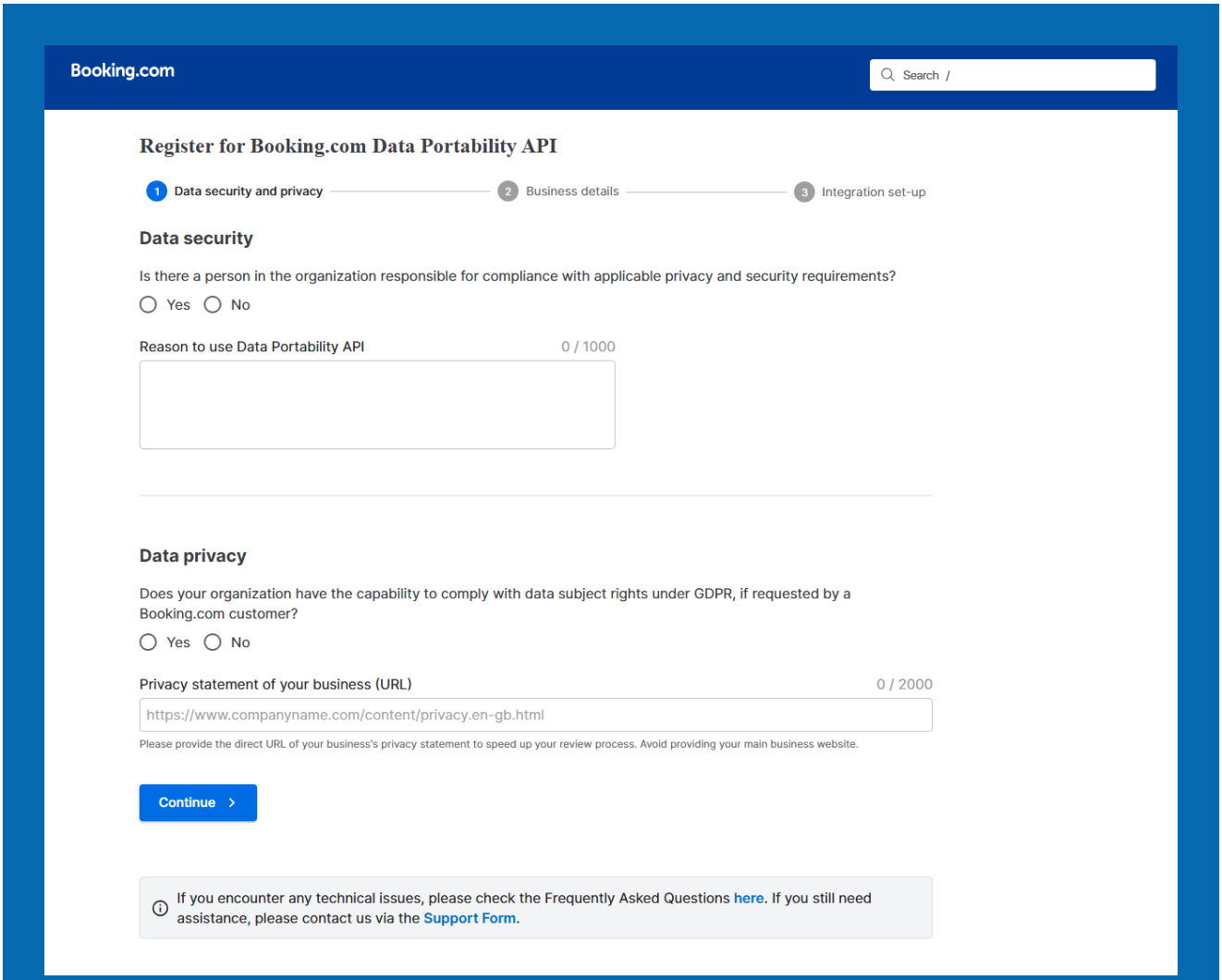
- To facilitate this process, Booking.com published extensive technical documentation for the Data Portability API on the publicly available Developers Portal, where third parties can also access FAQs on the registration process and the functionality of the Data Portability API. Third parties can fill out a support form located in the Developers Portal, through which they can raise technical queries about the registration process and the integration with the Data Portability API.

- Since the compliance deadline, Booking.com has also introduced a number of enhancements to the third-party registration process to further streamline applicant submissions and reduce review times. These enhancements include, for example:

  - **Optional proof of business document upload.** Applicants can upload a proof of business document when submitting their registration form. This helps verify the authenticity of their information and supports the reviewer workflow; and

  - **Updated form guidance and wording.** The registration form includes updated instructions and revised language to reduce submission errors, particularly those related to the third party's privacy statement URL.

  - **Updated registration form and support information**. During this reporting period, Booking.com enhanced its guidance for using the registration form, directing applicants to relevant FAQs and technical support channels at each stage of the registration process. The Data Portability API Terms of Use available in the registration form were also updated to ensure that references to support channels are consistent across the relevant documents.



NEW SUPPORT INFORMATION IN THE REGISTRATION FORM

- Travellers and third parties can find further information about the data export process, including relevant links to the web page where travellers can request the data export, in the Digital Markets Act section under "About Booking.com" on the Booking.com website.

MEASURES ADOPTED TO ENSURE ONGOING COMPLIANCE WITH ART. 6(9) DMA

- To ensure ongoing compliance with Art. 6(9) DMA, BHI follows a robust control framework — including regular data and system reviews, detailed compliance metrics, employee training, and comprehensive IT and cybersecurity measures.

Article 6(10)

Data Access

- Art. 6(10) DMA requires BHI to provide partners at their request with access to data that is provided for, or generated in the context of, their use of Booking.com, and the travellers that are engaging with the products or services provided by these partners on Booking.com (referred to as "**Partner Data**"). Personal data collected by Booking.com from travellers must only be made available to a partner under Art. 6(10) DMA to the extent the personal data is "*directly connected*" to the traveller's use of the partner's offering, and if the traveller opts in to share their personal data by providing consent.

- Booking.com has long taken the view that sharing useful data with partners makes them more effective, resulting in better results for travellers, and therefore providing benefits both to the partners and its platform. This is why, even prior to the DMA, Booking.com already provided rich data access and analytics tools to its partners. Booking.com also provided extensive documentation and explanations on how these tools work to help partners make the most of the data available to them.

- Prior to 13 November 2024, Booking.com developed two new Insights Dashboards for Cars and Attractions partners to provide access to even more data. In addition, Booking.com allowed additional data to be downloaded on the Extranet to facilitate data processing by partners who offer Accommodations.

- Building on this existing practice, and to further ensure ongoing compliance with Art. 6(10) DMA, in the previous reporting period, Booking.com made aggregated booking and promotion data available to Attractions partners through the Attractions Insight Dashboard. Booking.com also introduced location-based reviews in response to partners' feedback, providing Cars partners with more granular and meaningful insights. Rides partners also received access to performance data for their Genius discounts through the Taxi Partner Portal.

- During this reporting period, Booking.com introduced further improvements, including additional Extranet information and insights as part of the Art. 5(3) Transparency Package, a new Airline Portal for Flights, and AI-powered review summaries in the Taxi Partner Portal. These developments are described below.

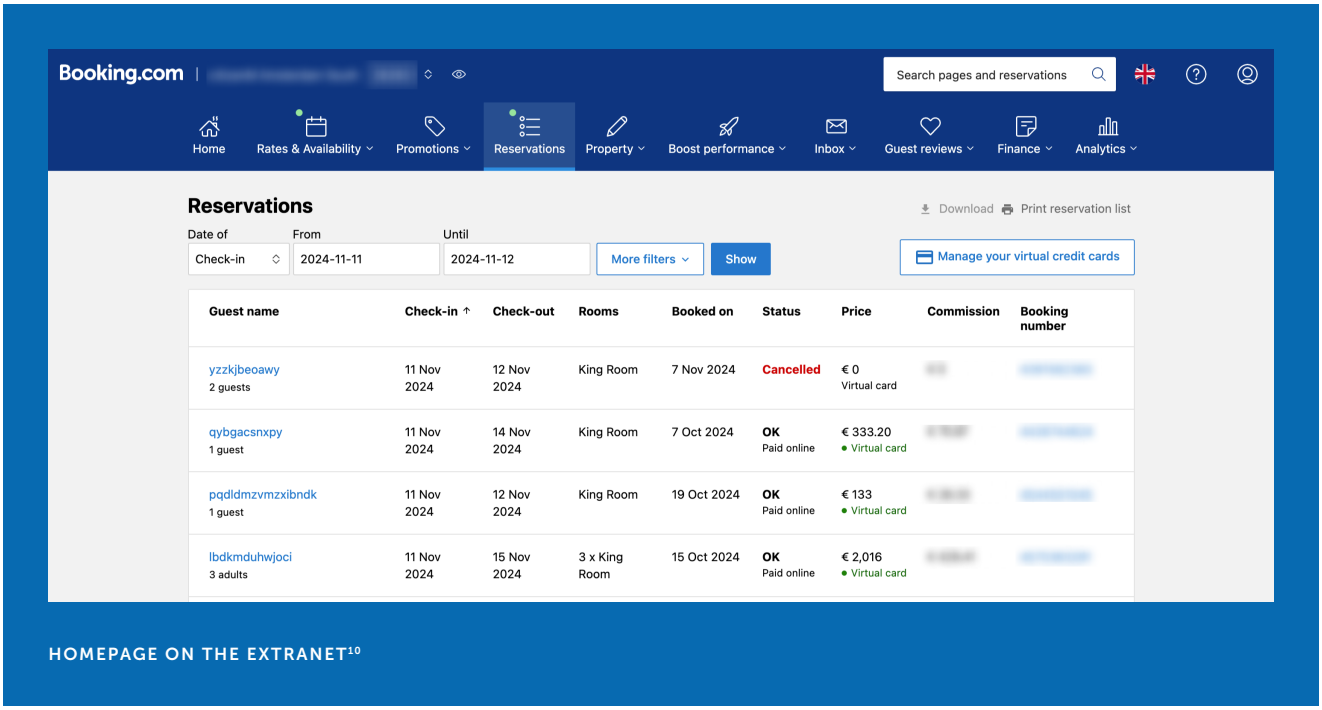
- In parallel, Booking.com continues to enhance its communication tools to support efficient, secure, and privacy-compliant exchanges between partners and travellers. Improvements reported in the previous reporting period included Booking.com's AI-powered "Help Me Reply" feature, customisable auto-reply templates, and an upgraded Messaging API. During this reporting period, travellers gained the ability to message drivers of participating Taxi partners directly within the Booking.com app.

- In addition, BHI maintains ongoing compliance with Art. 6(10) DMA through a robust control framework and the monitoring of key performance metrics assessing the effectiveness of these measures.

DATA ACCESS TOOLS

Accommodations

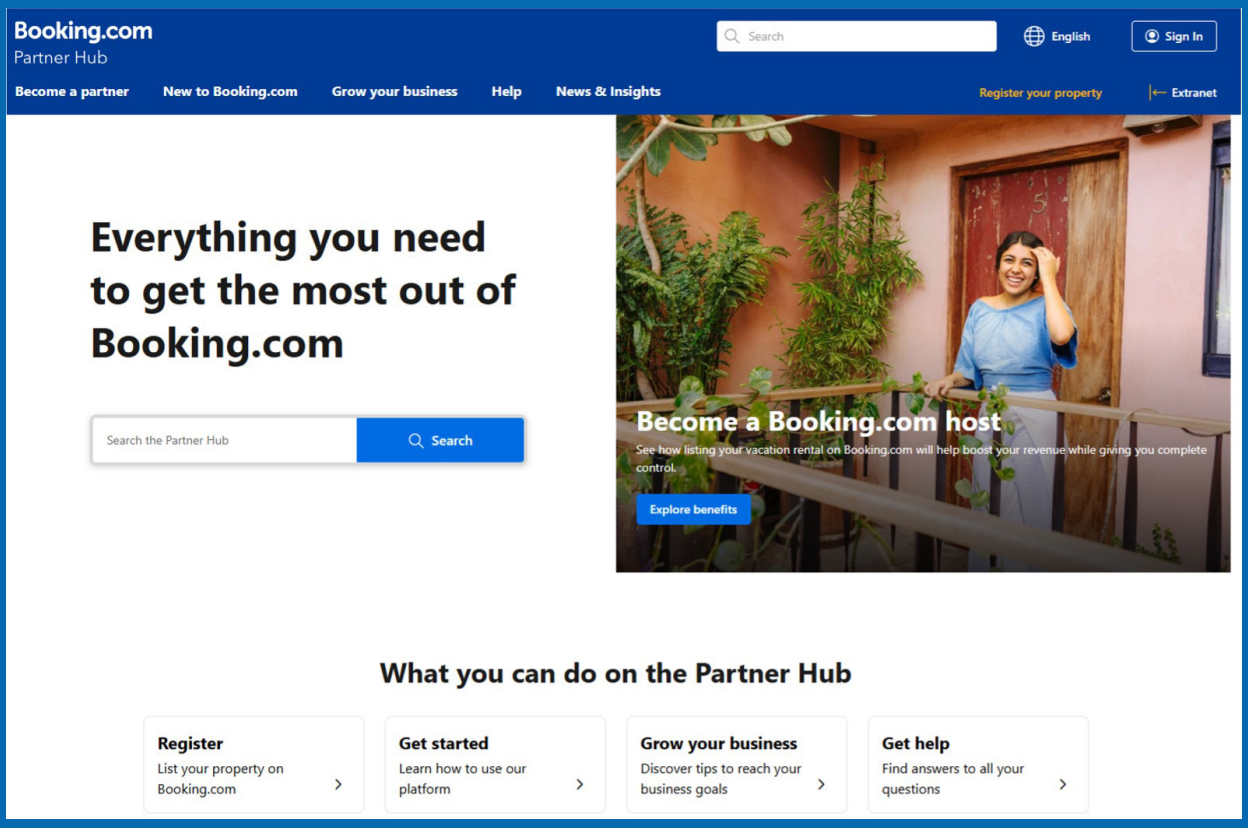
- The main data access tool for partners offering Accommodations on Booking.com is the **Extranet**, which is the partner portal for Accommodations partners. The Extranet provides extensive access to aggregated and non-aggregated data and analytics.



HOMEPAGE ON THE EXTRANET[10]

- In addition to the Extranet, Booking.com makes available solutions that provide ways of repackaging and presenting subsets of the shared data that can also be found on the Extranet to meet the different needs of various partners. These include, for example, Connectivity API solutions and the Pulse app. To ensure partners can make the most of these tools, Booking.com maintains detailed guides, explanations, and other resources on the Partner Hub. On the Partner Hub, partners can find a step-by-step explanation of how the Extranet works, see news, insights and trends,[11] and identify business and other optimisation opportunities.[12]

10 Please note that this image is a mock-up.
11 See Hotels and Hospitality industry news | Click.Magazine | Booking.com for Partners.
12 See Solutions | Booking.com for Partners.


Booking.com
Partner Hub
Search
English
Sign In
Become a partner
New to Booking.com
Grow your business
Help
News & Insights
Register your property
Extranet
Everything you need to get the most out of Booking.com
Search the Partner Hub
Search
Become a Booking.com host
See how listing your vacation rental on Booking.com will help boost your revenue while giving you complete control.
Explore benefits
What you can do on the Partner Hub
Register
List your property on Booking.com
Get started
Learn how to use our platform
Grow your business
Discover tips to reach your business goals
Get help
Find answers to all your questions

PARTNER HUB

- As described above, the Art. 5(3) Transparency Package enhanced the information and insights available to Accommodations partners with properties located in the EEA. Relevant enhancements include:

  - BSB-related information has been consolidated in a dedicated **BSB Homepage** in the Extranet, including information about how BSB works and how BSB is applied to the reservations of the relevant partner.[13] The BSB Homepage provides aggregated performance metrics, including the share of bookings benefiting from BSB and the average BSB reduction over a rolling 30-day period, updated daily.[14]

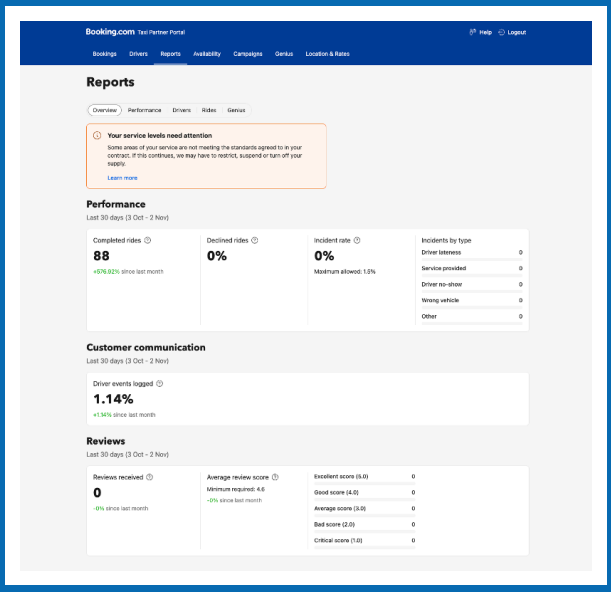
  - The Extranet's **Reservation Page** has been updated to provide additional reservation-level information on BSB, clearly indicating whether an individual booking benefited from a BSB reduction and, where applicable, the amount of that reduction.

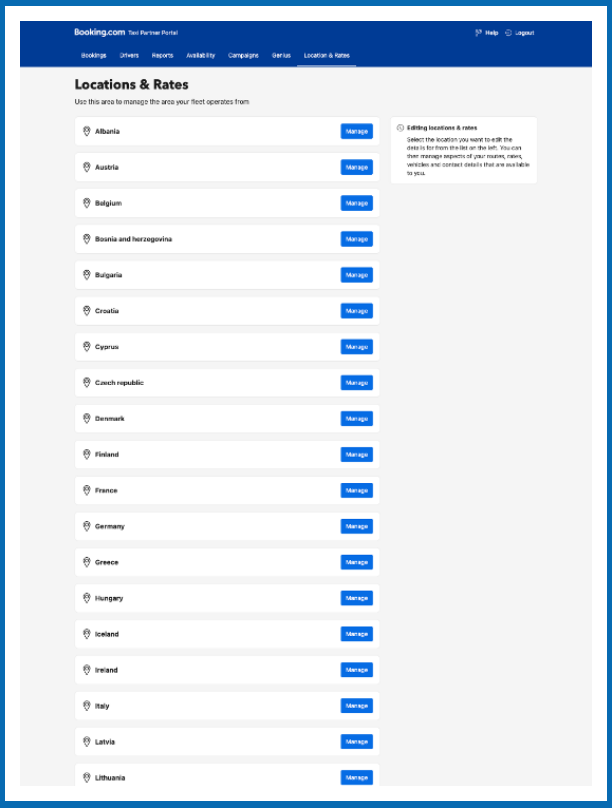
  - Booking.com has redesigned the **Ranking Dashboard** in the Extranet. The new Ranking Dashboard provides further explanations of how Booking.com ranks offers on the platform and how partner-specific factors influence their ranking on Booking.com. Booking.com also enhanced available trend visualisations and ranking performance insights, including search appearances, click-through rates, property page views, conversion rates and bookings.

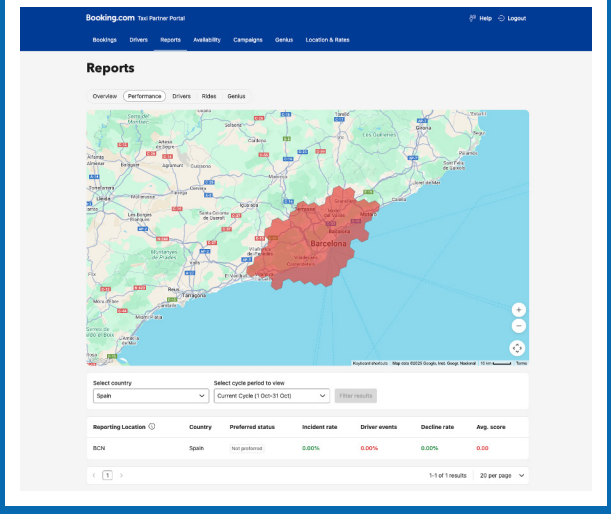
Other Travel Offerings

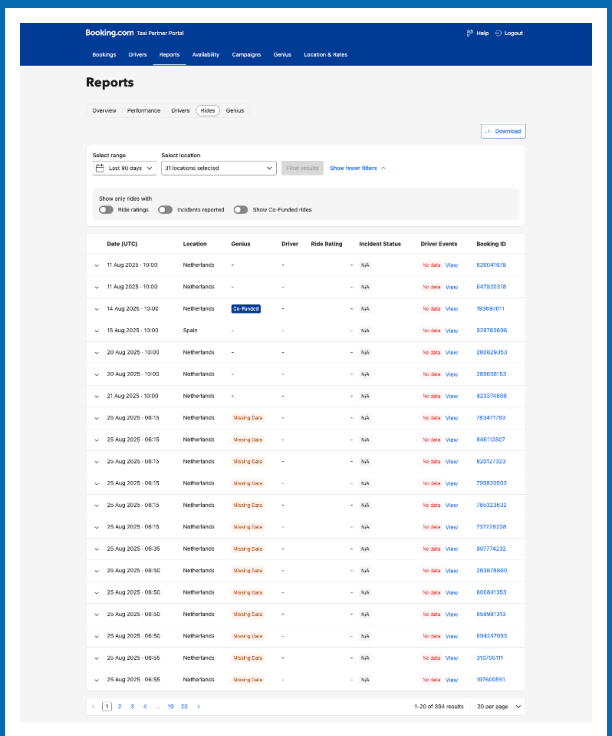
- **Rides / Taxis**. Partners have access to Partner Data via the **Booking.com Taxi Supplier APIs** and the **Taxi Partner Portal**. All Rides / Taxis partners have access to the Taxi Partner Portal regardless of whether they use a Booking.com Taxi Supplier API. Partners can download all relevant non-aggregated data via the APIs and/or the Portal to their devices in xls. format.

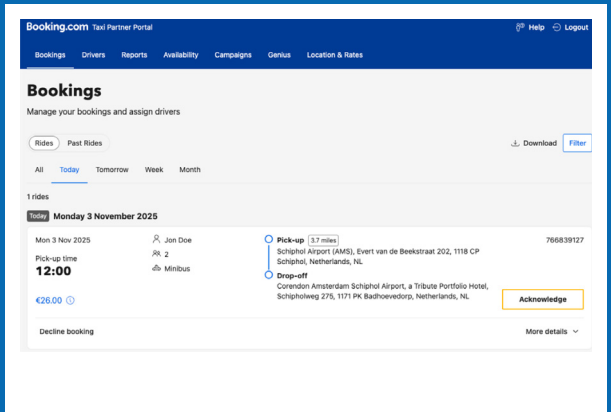
13 *See* screenshot "Extranet's BSB Homepage for Accommodations Partners" in Section Art. 5(3) above.
14 *See* screenshot "Extranet's BSB Homepage - Aggregated Performance Metrics" in Section Art. 5(3) above.







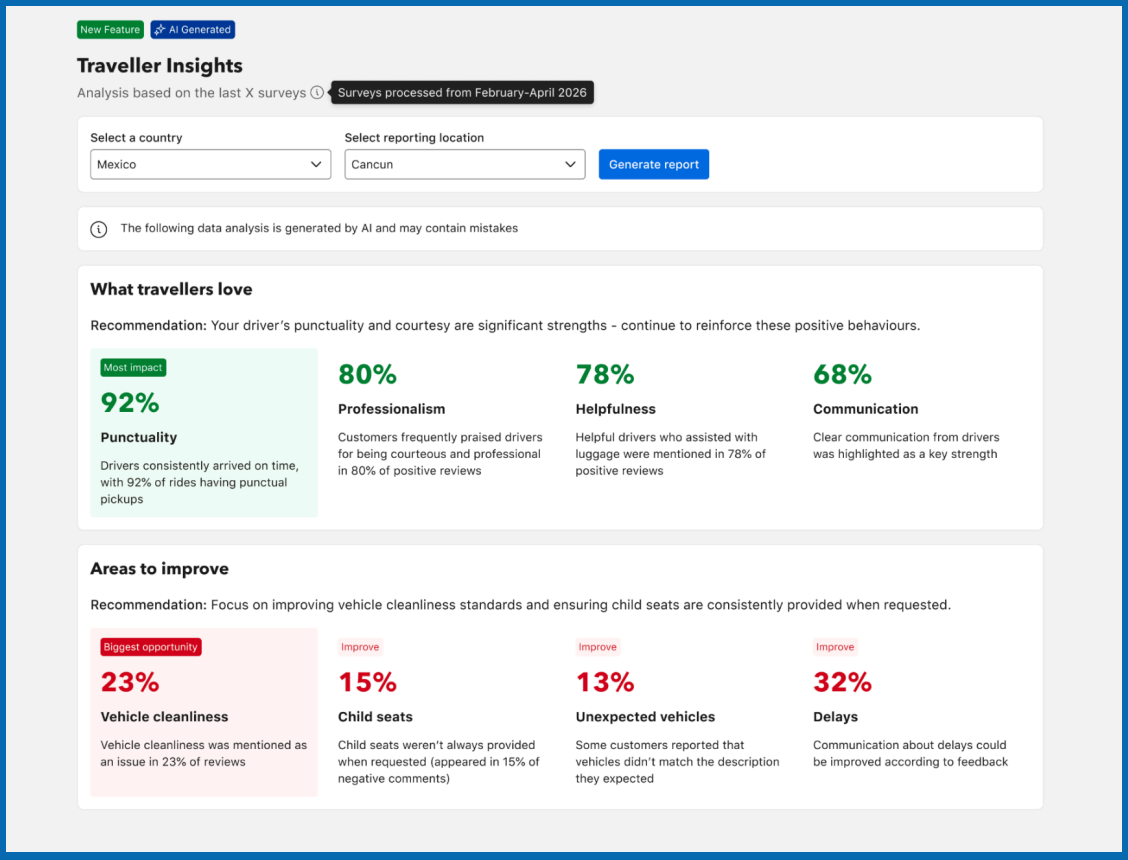




BOOKING.COM TAXI PARTNER PORTAL[15]

15 Please note that these images are mock-ups.

- In the previous reporting period, Rides partners received access to performance data for their Genius discounts through the Taxi Partner Portal.
- During this reporting period, Booking.com introduced an AI-powered review-summary feature in the Taxi Partner Portal, helping partners assess traveller feedback and performance across multiple locations.



NEW AI FEATURE TO SUMMARISE TRAVELLER REVIEWS ON THE TAXI PARTNER PORTAL[16]

- **Flights**. Booking.com's partner offering flights (referred to as "**Flights**") is fully integrated via an **API** and thus receives relevant Partner Data in a continuous and real-time manner in JSON format when the booking is made.
- During this reporting period, Booking.com launched the Airline Portal for Flights, providing continuous access to campaign reporting previously shared through periodic performance reports. The portal also provides enriched campaign insights that go beyond the requirements of Art. 6(10) DMA, including data on airline campaign performance and average discounts from Genius campaigns.[17]

16 Please note that this image is a mock-up.
17 The Airline Portal can be accessed by ETG, Booking.com's sole business user for Flights, as well as by the airlines whose offerings ETG lists on Booking.com.

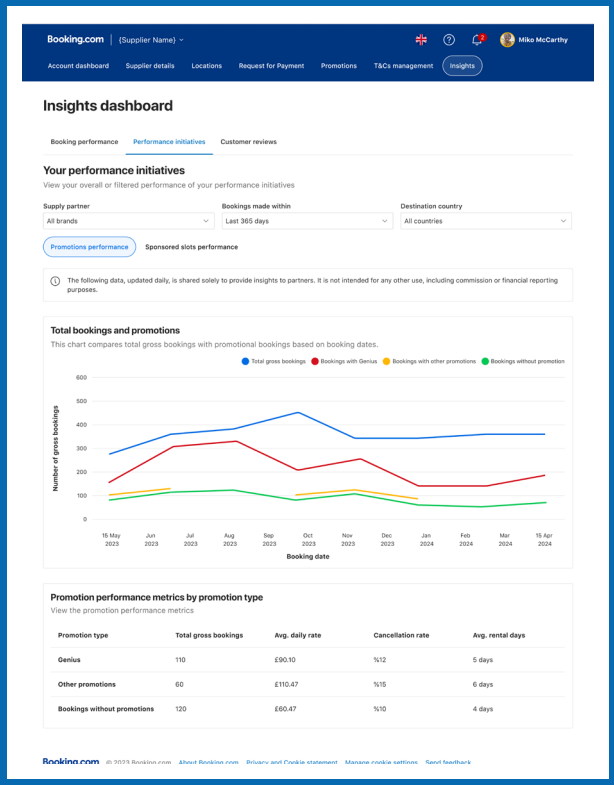


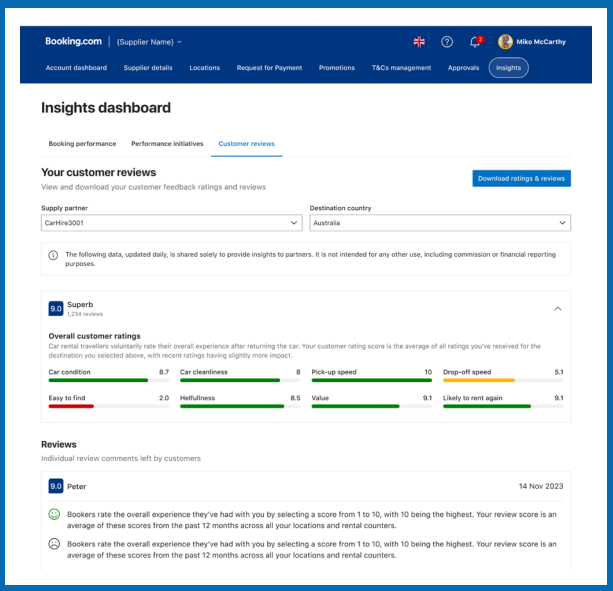
NEW FLIGHTS AIRLINE PORTAL[18]

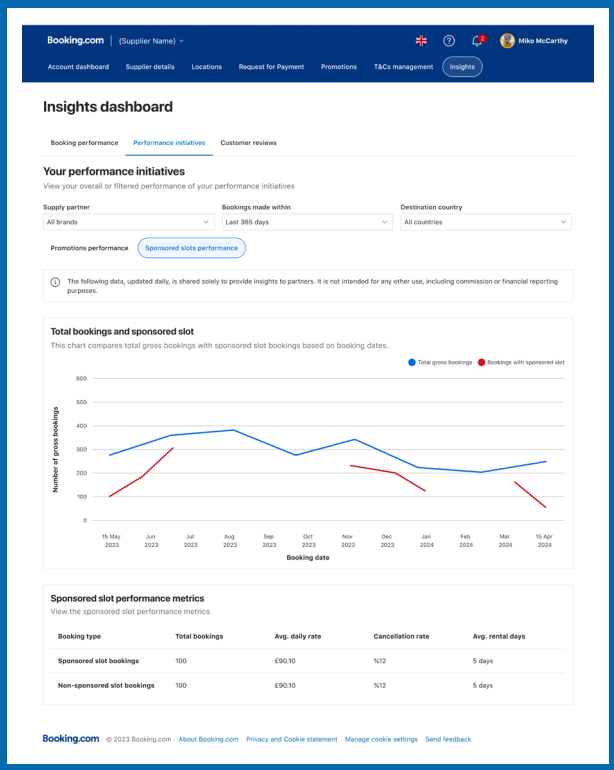
- **Cars**. Cars partners have access to Partner Data through various tools:
  - **The Cars APIs** provide all relevant Partner Data in a continuous and real-time manner when the booking is made in JSON format.
  - To comply with the DMA, Booking.com built an additional, separate **Cars Insights Dashboard in the Cars Partner Portal** to share additional data points. All Cars partners have access to the new Insights Dashboard that provides additional aggregated data insights and to ratings and reviews. The data on the Cars Portal is downloadable in xlsx. format, available at any time, updated once a day, and is available free of charge.

18 Please note that this image is a mock-up.









NEW INSIGHTS DASHBOARD FOR CARS PARTNERS[19]

19 Please note that these images are mock-ups.

- In the previous reporting period, Booking.com also introduced location-based customer reviews in response to partner feedback, providing Cars partners with more granular and meaningful insights into their performance on a Cars pick-up location basis (*e.g.*, Schiphol airport).

- **Attractions**. Booking.com provides Partner Data to Attractions partners through the partners' **API integrations** in JSON format.

- To comply with the DMA, Booking.com built an additional **Insights Dashboard** for Attractions partners, through which these partners receive access to additional aggregated data and to ratings and reviews. The data on the portal is available at any time, updated once a day, and available free of charge.

- In addition, in the previous reporting period, Booking.com made aggregated booking and promotion data available to Attractions partners through the Attractions Insight Dashboard.

ACCESS BY THIRD PARTIES AUTHORISED BY THE PARTNER

- As outlined above, Booking.com offers a comprehensive range of data access tools including APIs and dedicated partner portals that allow partners and third parties to access Partner Data.

- **APIs**. APIs provide data in a continuous and real-time manner when a booking is made. Depending on the requirements of the partners of the various travel offerings, partners can integrate with Booking.com via an API either (a) directly, or (b) by relying on third-party software providers that connect to a Booking.com API.

    - For Accommodations, smaller partners may not be able to directly integrate with Booking.com's Connectivity APIs like the bigger partners can due to tech capability limitations on their side, but they can work with third-party Connectivity Providers (*i.e.*, software providers) to do so on behalf of the Accommodations partners.

    - For Cars partners, Booking.com built bespoke direct API integrations and supports third-party software providers to develop APIs that Cars partners can integrate with.

    - Similarly, third-party dispatch systems (*i.e.*, software providers) can connect to Booking.com's APIs for Rides / Taxis on behalf of the partner to manage the partner's bookings, drivers, expenses, *etc*.

    - Attractions partners currently require Booking.com to integrate with their APIs.

- **Portals**. All partner portals are updated at least once a day and are accessible at any time. Data that is downloadable on the portals can be downloaded within a few minutes depending on the size of the data and the internet speed of the partner. Partners can share Partner Data with third parties and set up accounts for these third parties on the portals. This can be done in a few ways which depend on the travel offering.

- For Accommodations, partners can directly create sub accounts for third parties on the Extranet.[20] This functionality was extended to partners using the Cars Partner Portal as of October 2025.

- For the Taxi Partner Portal and the Attractions Partner Portal, partners can send an access request after which the Booking.com team will set up the account.

DATA PROVIDED TO PARTNERS

- Partners already have access to Partner Data. Indications of the data available at a given point in time are available on the various partner-facing portals described above.

- Booking.com does not necessarily collect the exact same data points for each travel offering, which is why in-scope data points are not available for all types of travel offerings. This is for two reasons:

  - First, certain data points are specific to a travel offering. For example, "room booked", "pick up date", "flight details" are data points that are not collected in the context of other travel offerings than Accommodations, Cars, and Flights, respectively. Booking.com cannot share data points it does not collect.

  - Second, even data points that are not specific to a given travel category will not necessarily be collected for all types of bookings. For example, Rides / Taxis does not collect the customer age, and thus does not share these data points since it does not have them.

- In addition, Booking.com's partners receive data and insights that go beyond the requirements of Art. 6(10) DMA, *e.g.*, data that relates to how travellers interact with the Booking.com platform itself, such as aggregated data about users' searches on Booking.com, and analytics reports or aggregated data Booking.com calculates / generates on the basis of data that is available to the partners, such as the average length of stays on the platform.

Article 6(11) Data Access of Online Search Engines

- Art. 6(11) DMA does not apply to the Booking.com CPS as it is not an online search engine and this provision only applies to such services.

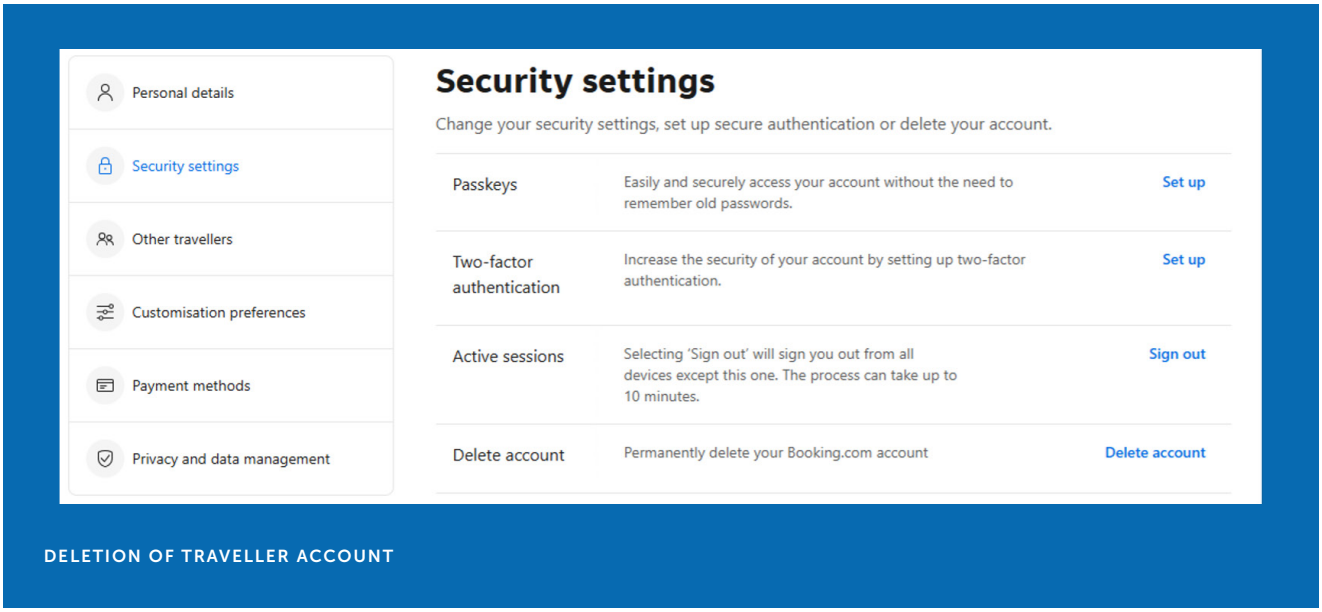
20 See Understanding Booking.com Extranet account types and access right. See the Booking.com Business Partner Account Terms of Use which are referred to in Clause 2.7.2. of the GDTs.

Article 6(12) Fair, Reasonable and Non-Discriminatory Access to Application Stores, Search Engines and Social Networking Services

- Art. 6(12) DMA does not apply to the Booking.com CPS as it is not a software application store, online search engine, or online social networking service and this provision only applies to such services.

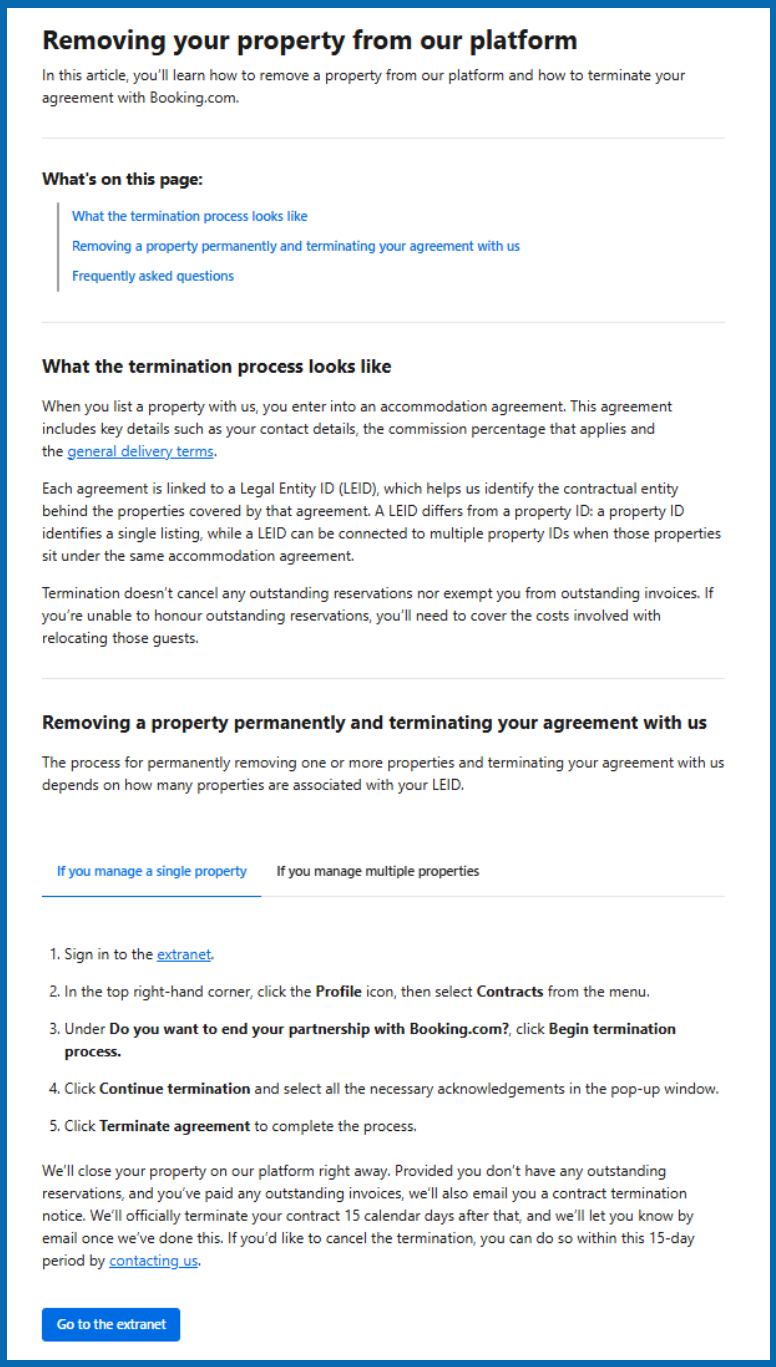
Article 6(13) Termination of Use

- Booking.com complies with Art. 6(13) DMA because both travellers and partners are able to terminate the provision of services on its platform in a proportionate manner. For example:
  - **Travellers**. No account or registration is required for the use of Booking.com's platform, including to make a booking. Therefore, if travellers decide to 'terminate' the use of the Booking.com platform, they can simply stop using it. As illustrated below, travellers who choose to create an account can easily close it in their account settings under "Security settings".



DELETION OF TRAVELLER ACCOUNT

  - **Partners**. Partners can terminate their relationship with Booking.com in a proportionate manner at any time by giving notice. For example, Clause 7 of the GDTs allows partners to "*terminate the Agreement at any time and for any reason by written notice to Booking.com with a notice period of 15 days*".
- As illustrated below, Booking.com also offers clear guidance on the Partner Hub for Accommodations partners on how to remove a property or end their partnership with Booking.com.



Removing your property from our platform

In this article, you'll learn how to remove a property from our platform and how to terminate your agreement with Booking.com.

What's on this page:

What the termination process looks like

Removing a property permanently and terminating your agreement with us

Frequently asked questions

What the termination process looks like

When you list a property with us, you enter into an accommodation agreement. This agreement includes key details such as your contact details, the commission percentage that applies and the general delivery terms.

Each agreement is linked to a Legal Entity ID (LEID), which helps us identify the contractual entity behind the properties covered by that agreement. A LEID differs from a property ID: a property ID identifies a single listing, while a LEID can be connected to multiple property IDs when those properties sit under the same accommodation agreement.

Termination doesn't cancel any outstanding reservations nor exempt you from outstanding invoices. If you're unable to honour outstanding reservations, you'll need to cover the costs involved with relocating those guests.

Removing a property permanently and terminating your agreement with us

The process for permanently removing one or more properties and terminating your agreement with us depends on how many properties are associated with your LEID.

If you manage a single property | If you manage multiple properties

1. Sign in to the extranet.
2. In the top right-hand corner, click the **Profile** icon, then select **Contracts** from the menu.
3. Under **Do you want to end your partnership with Booking.com?**, click **Begin termination process.**
4. Click **Continue termination** and select all the necessary acknowledgements in the pop-up window.
5. Click **Terminate agreement** to complete the process.

We'll close your property on our platform right away. Provided you don't have any outstanding reservations, and you've paid any outstanding invoices, we'll also email you a contract termination notice. We'll officially terminate your contract 15 calendar days after that, and we'll let you know by email once we've done this. If you'd like to cancel the termination, you can do so within this 15-day period by contacting us.

Go to the extranet

PARTNER HUB ARTICLE ON PARTNERSHIP TERMINATION AND INVENTORY REMOVAL

Article 7 Interoperability of Number-Independent Interpersonal Communications Services

- Art. 7 DMA does not apply to the Booking.com CPS as it is not a number-independent interpersonal communications service and this provision only applies to such services.

Section 3

Information about the Compliance Function and Monitoring provided under Article 28 DMA

- The Compliance Function is at the core of BHI's compliance environment for the DMA and collaborates with various legal and business stakeholders within BHI and its subsidiaries to meet its regulatory obligations. Its cooperation with the Legal and Public Affairs and Risk & Control teams serves as an integral part of the DMA compliance efforts within BHI, as these teams provide guidance on particular subject areas as subject matter experts. Other business functions also assist the Compliance Function by, for example, coordinating the shared internal understanding of DMA compliance.

- **Structure of the Compliance Function**. BHI's DMA Compliance Function is composed of the Head of the Compliance Function, a Senior Compliance Officer, and Compliance Officers. Together, these employees are entrusted with the tasks set out in Art. 28(5) DMA among other responsibilities.

- The Head of the Compliance Function reports directly to the Management Body in relation to DMA compliance-related matters. This structure ensures a clear distribution of responsibilities across the team, facilitating both strategic oversight and operational support. In particular:

    - **The Management Body** is responsible for ensuring that the Compliance Function has the appropriate stature and authority as well as the necessary resources to perform its tasks. BHI has appointed five officers charged with governance and policy-making to constitute the Management Body. They hold ultimate responsibility for management and oversight within BHI and are particularly well-suited to fulfil the duties and responsibilities outlined in the DMA. Specifically, they are expected to (i) devote sufficient time to managing and monitoring DMA compliance, actively participate in major decisions, and ensure adequate resources are allocated; (ii) approve and periodically review (at least annually) BHI's compliance strategy and policies; (iii) define, oversee, and be accountable for implementing governance arrangements that maintain the Compliance Function's independence; and (iv) ensure the Compliance Function is appropriately staffed.

- **The Head of the Compliance Function** is ultimately responsible for the strategic direction of the Compliance Function, structuring operations, ensuring adherence to DMA requirements, and maintaining open communication with the European Commission and, where applicable, other regulators. The Head of the Compliance Function is also accountable for reporting the compliance status and any risk of non-compliance to the Management Body, and for approving the final Compliance Report based on the DMA's Art. 11 Template Form.

- **Independence of the Compliance Function**. BHI's Compliance Function operates independently, as safeguarded by several protections. The Head of Compliance cannot be removed or moved to a different role without Management Body approval, ensuring their role is protected and fully independent. BHI implemented structures to reinforce this independence, including a clear governance and reporting line directly to the Management Body, a separate budget for staffing, external resources, and technology needs, and unrestricted access to essential company information. Regular and ad hoc meetings with the Management Body further ensure that the Compliance Function can effectively fulfil its DMA-related responsibilities without interference.



BOOKING HOLDINGS