BOOKING HOLDINGS

Booking Holdings Inc.'s Digital Markets Act Compliance Report

PUBLIC SUMMARY
NOVEMBER 2025

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**") and is now publishing its second Compliance Report.

OVERVIEW

We continue to make DMA compliance a priority.

Since the compliance deadline, we have dedicated significant resources and attention to continue to ensure full 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.

Continuous Improvements to our Business Practices

Booking.com's compliance program combines continuous improvements to our solutions, robust governance, systematic monitoring, and active stakeholder engagement. Key components of this reporting period include:

- **Agreement updates.** Ahead of the compliance deadline, parity obligations were removed, largely through waivers. Business users (referred to as "**partners**") who received these waivers now operate under revised terms aligned with Art. 5(3) and 5(4) DMA.
- **Enhanced Booking.com Data Portability API to give users even more access to and control over their personal data.**
  - **Improved data portability for travellers.** We have streamlined the data export process for travellers, enabling faster data transfers and a smoother user experience.

- **Third-party registration process improvements.** We have enhanced the registration process for third parties connecting to our Data Portability API, including by providing additional guidance to make onboarding smoother and faster.

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

  - **Attractions partners.** In addition to data categories available ahead of the compliance deadline, we have made aggregated booking and promotion data available to Attractions partners through the Attractions Insight Dashboard, further enhancing transparency and data-driven decision-making.

  - **Cars Partners:** We also introduced location-based reviews providing Cars partners with more granular and meaningful insights on the reviews they receive.

  - **Rides Partners:** We enabled access to performance data for Genius discounts through the Taxi Partner Portal.

  - **Enhanced communication tools.** We continue to improve systems that enable partners to exchange information and access relevant data securely and efficiently. Recent updates strengthen the link between data access and communication, ensuring faster, more reliable, and privacy-safe interactions. This also helps end users (referred to as "**travellers**") feel confident that their personal data is handled securely when communicating with partners.

Enhanced Stakeholder Engagement And Feedback Review

During this compliance period, we have also continued our efforts to engage with stakeholders, including by enhancing 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.

Feedback and questions received through the DMA webform has been limited and has not raised any compliance concerns or suggested specific adjustments. We have carefully assessed the minor comments and questions, to inform ongoing improvements to our compliance approach. We look forward to continuing to hear from and engage with all stakeholders in the future.

Additional Compliance Controls and Monitoring

We have further strengthened the controls implemented across our business ahead of the compliance deadline through a range of measures. For instance, we have established a structured program of periodic reviews to verify that the compliance measures introduced prior to the compliance deadline continue to operate effectively over time. 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 investments to meet the requirements of the DMA. Hundreds of 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 second report consolidates our overall compliance position—restating key measures presented in our first report and highlighting the actions taken and refinements introduced over the past year. It 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 prevent that travellers' personal data that is shared in instances where Art. 5(2) DMA does not require consent, is later on used in a manner that requires consent pursuant to Art. 5(2) DMA.

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 has 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 now operating under the revised contractual terms aligned with the DMA requirements under 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.

- **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. As part of these, for inventory in the EEA, Booking.com confirms that these policies and controls continue to be in place for this reporting period, 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.

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;

  - 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 has introduced system controls to prevent partner-facing employees from contacting EEA-based partners with requests to apply price parity.

- Finally, Booking.com has established a structured program of periodic reviews to verify that these measures continue to function effectively over time.

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 accommodation 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 has ensured that most partners who received a waiver before the compliance deadline are now subject to revised contractual terms aligned with the DMA requirements under 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.
- In addition, to ensure ongoing compliance with Art. 5(4) DMA, Booking.com has implemented a set of controls focused on periodic reviews and additional training.

Article 5(5) Content Access through Business User 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 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 has 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 nor 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 quarterly internal reviews of algorithm outputs to ensure that no first-party products are given preferential treatment in ranking.

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.[1] 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.

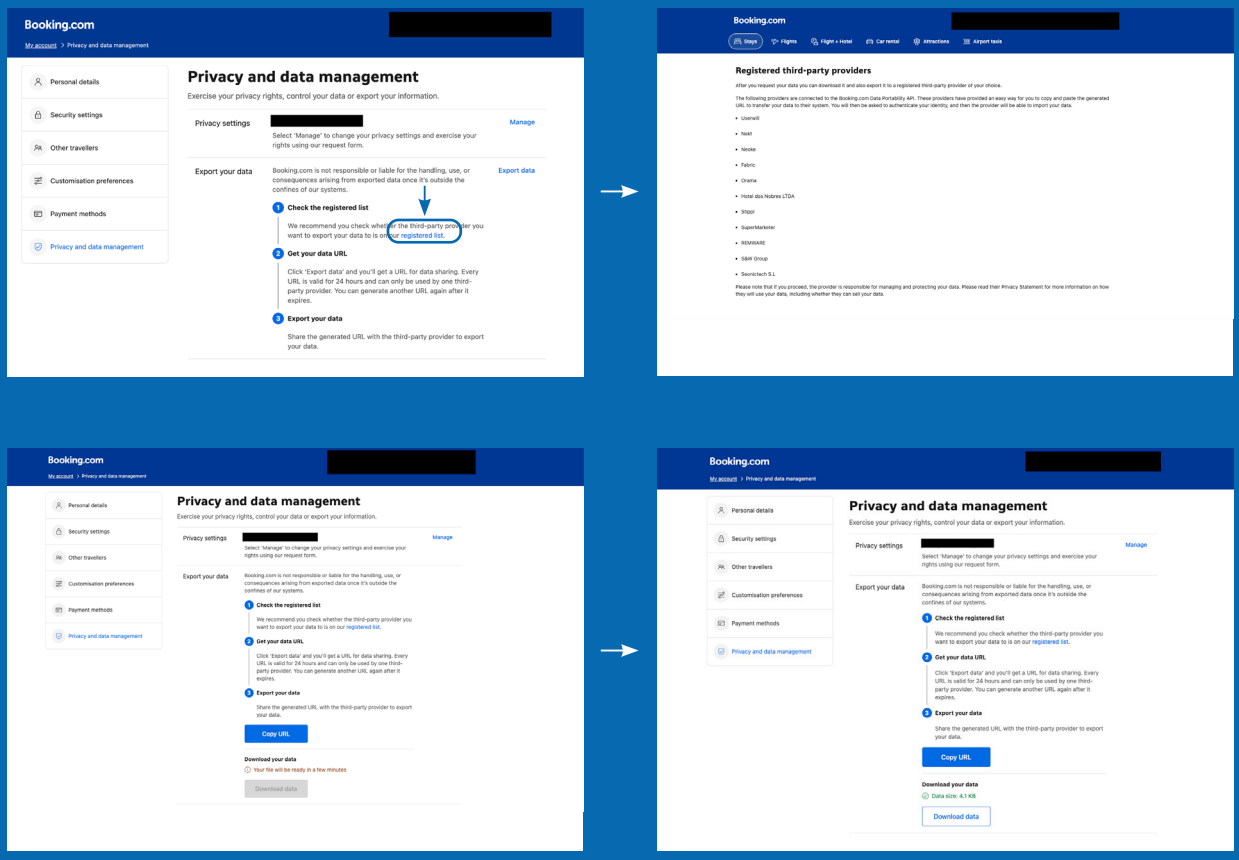
- Travellers can share their data with registered third parties by following two steps:

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

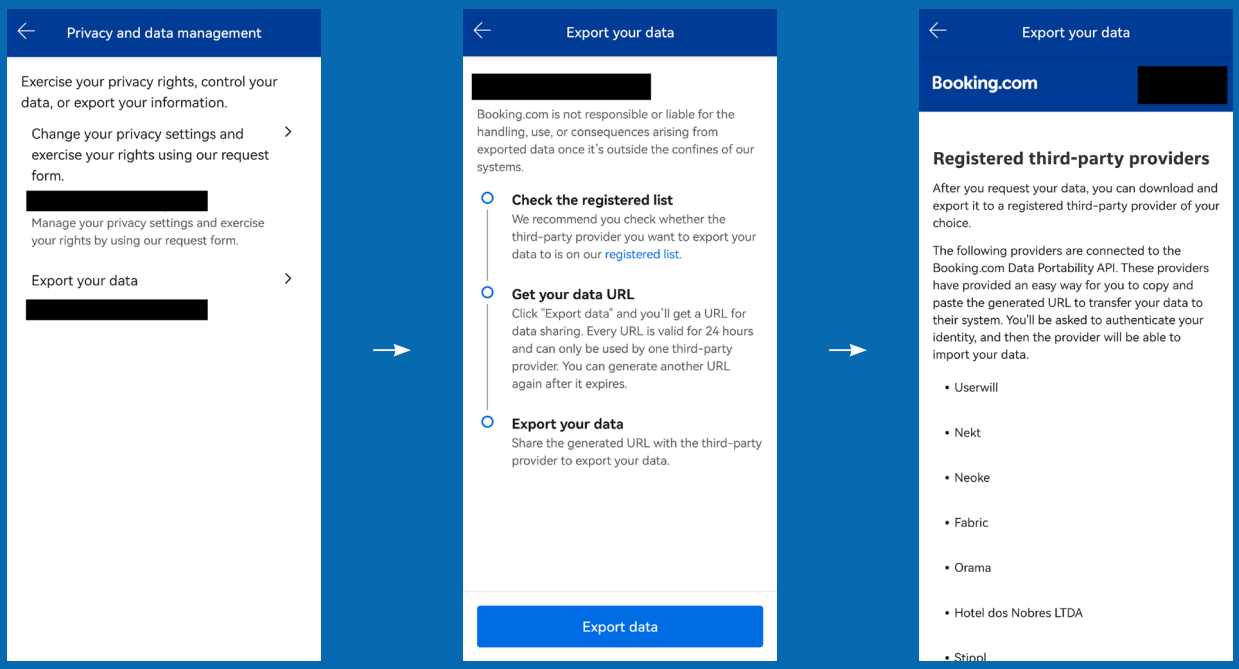
- To initiate a data transfer, travellers in the EEA sign in on Booking.com's website or app, go to their account section and then to "Privacy and data management". There, travellers are presented with information about the practicalities for sharing data and some points for travellers to be aware of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

- 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.

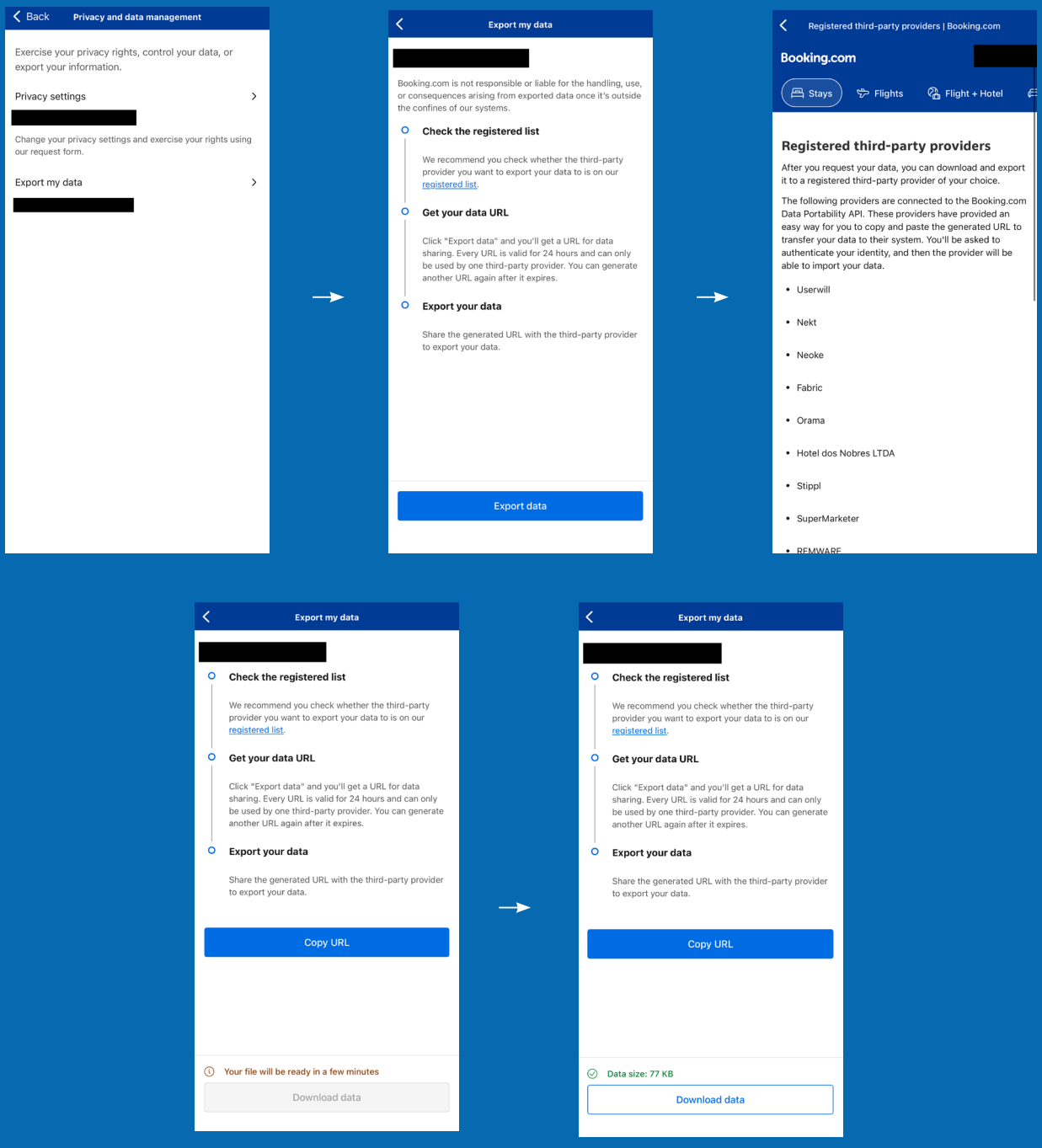
1 For security reasons, the Data Portability API is only available to signed-in travellers as Booking.com cannot verify the identity of non-signed in users.



BOOKING.COM DATA PORTABILITY API USER FLOW ON BOOKING.COM'S WEBSITE



BOOKING.COM DATA PORTABILITY API USER FLOW ON BOOKING.COM'S ANDROID APP



BOOKING.COM DATA PORTABILITY API USER FLOW ON BOOKING.COM'S iOS APP

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.[2]

- 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.

  - 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.

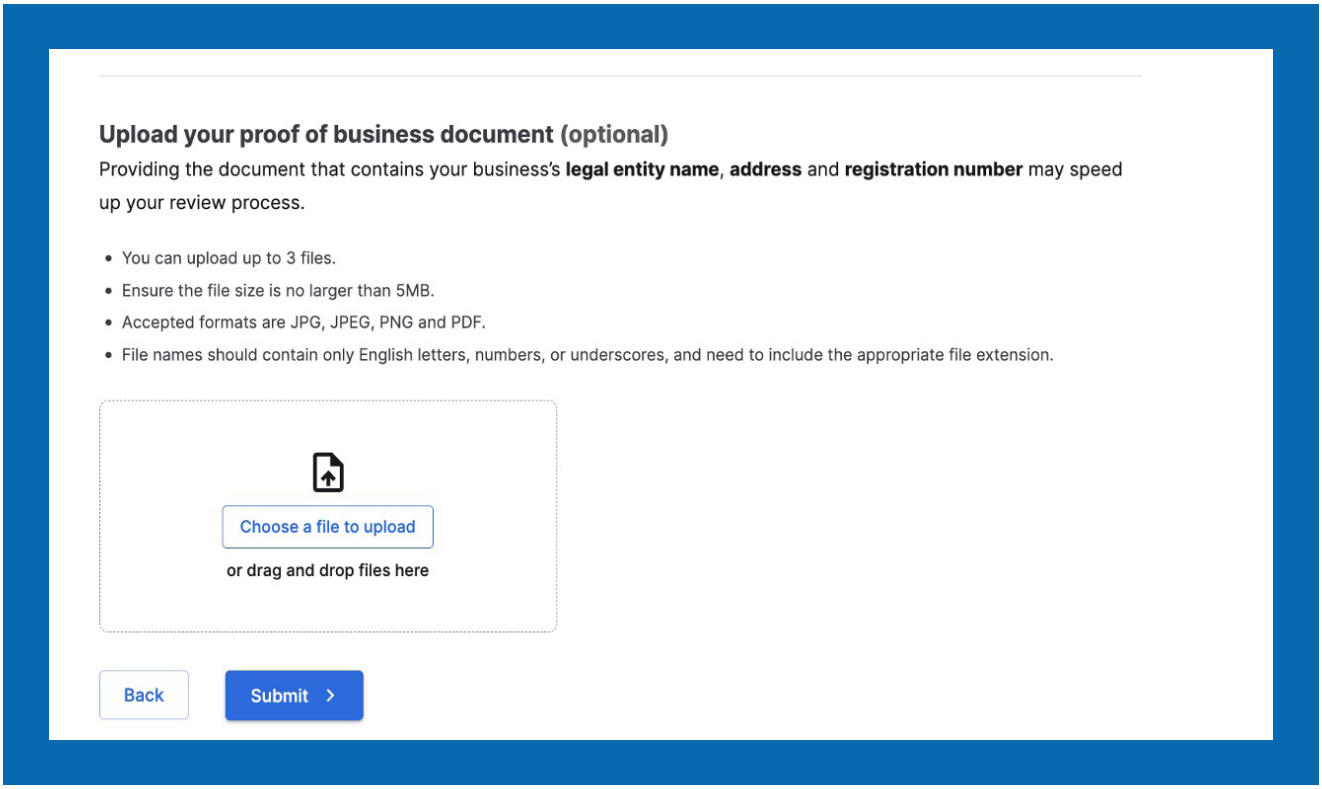
  - Onboarding to Booking.com's Open Authorisation protocol ("**OAuth 2.0**") implementation.

2 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.

- 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:

  - **Proof of business document upload**. Applicants can now 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 now includes updated instructions and revised language to reduce submission errors, particularly those related to the third-party's privacy statement URL.

- 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, employees 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, following the compliance deadline, BHI has made aggregated booking and promotion data available to Attractions partners through the Attractions Insight Dashboard. Booking.com has also introduced location-based reviews in response to partners' feedback, providing Cars partners with more granular and meaningful insights. Rides partners now received access to performance data for their Genius discounts through the Taxi Partner Portal.

- In parallel, Booking.com continues to enhance its communication tools to support efficient, secure, and privacy-compliant exchanges between partners and travellers. Recent developments include:

    - An AI-powered "Help Me Reply" feature that assists partners in crafting quick, context-based, and tailored responses to traveller inquiries, improving responsiveness and consistency while saving time;

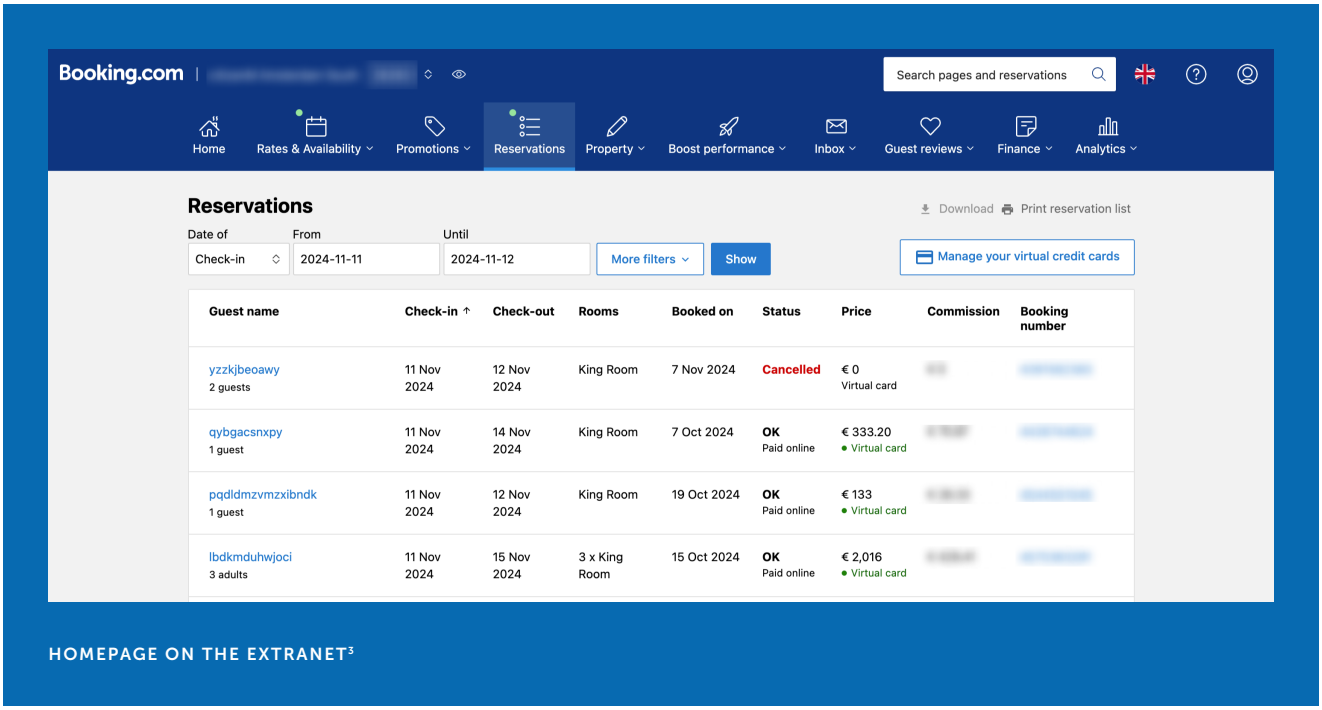
- Expanded customizable auto-reply templates available on the Extranet, allowing partners to automatically respond to common traveller messages with personalized, property-specific information; and
- Upgraded Messaging API that supports near real-time message delivery of all types of messages, richer metadata, and seamless integration with partners' systems, ensuring smoother and faster communication flows.

- 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

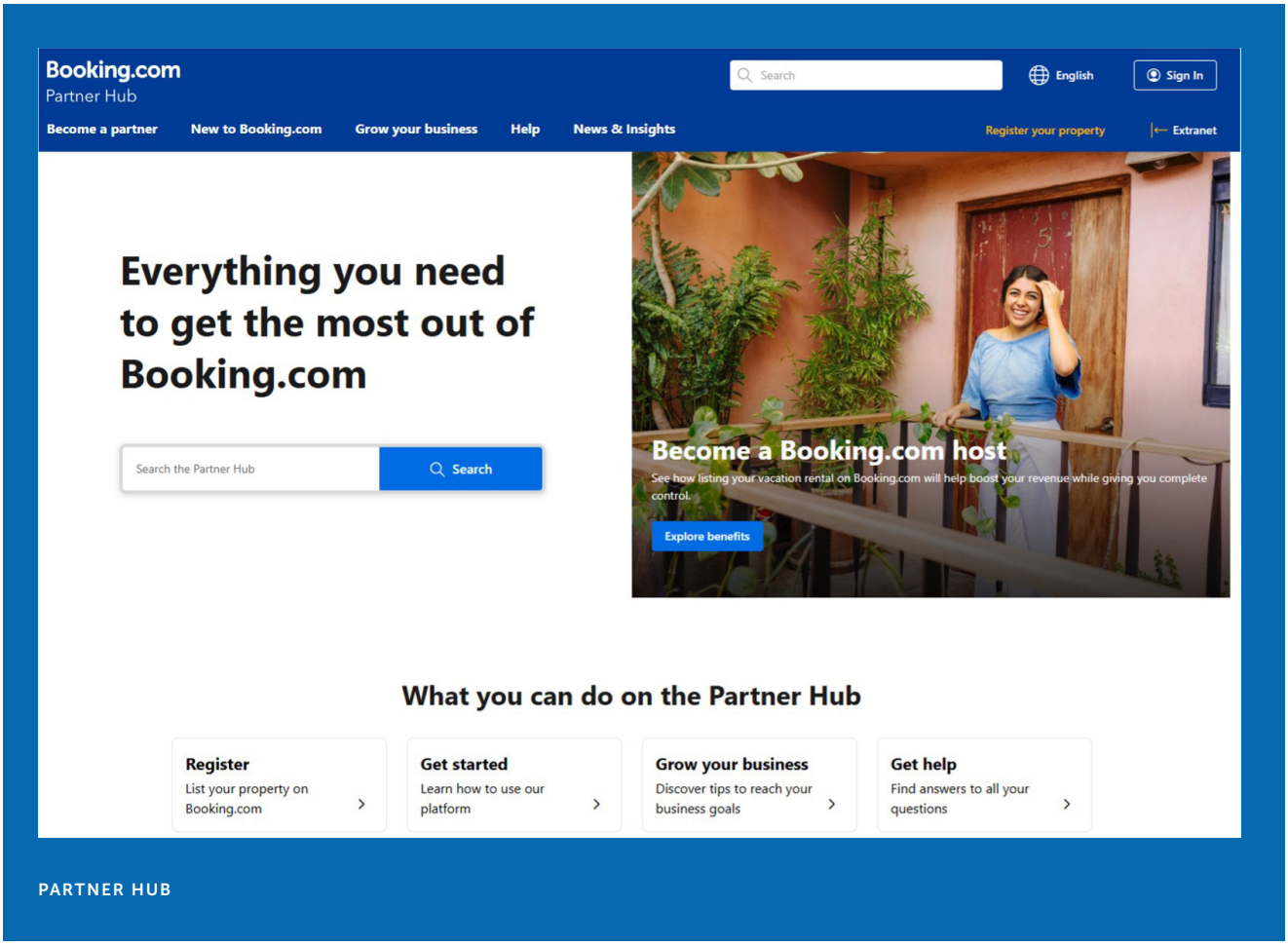
- The main data access tool for partners offering Accommodations on Booking.com is the **Extranet**, which is the partner portal for Accommodations partners. The Extranet provides extensive access to aggregated and non-aggregated data and analytics.



HOMEPAGE ON THE EXTRANET[3]

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

- 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[4], and identify business and other optimisation opportunities.[5]



PARTNER HUB

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.

4 See Hotels and Hospitality industry news | Click.Magazine | Booking.com for Partners.
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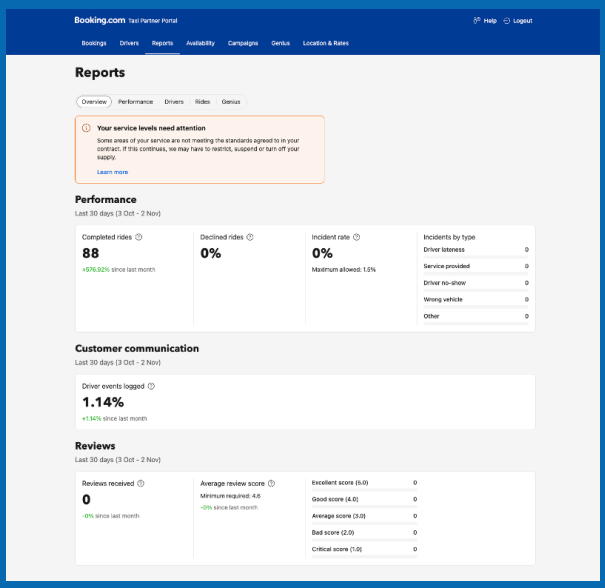
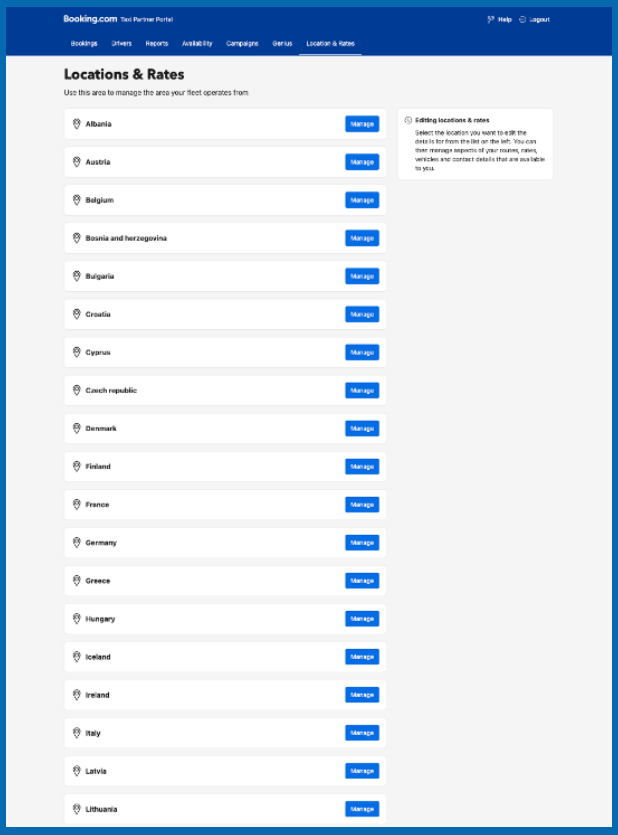
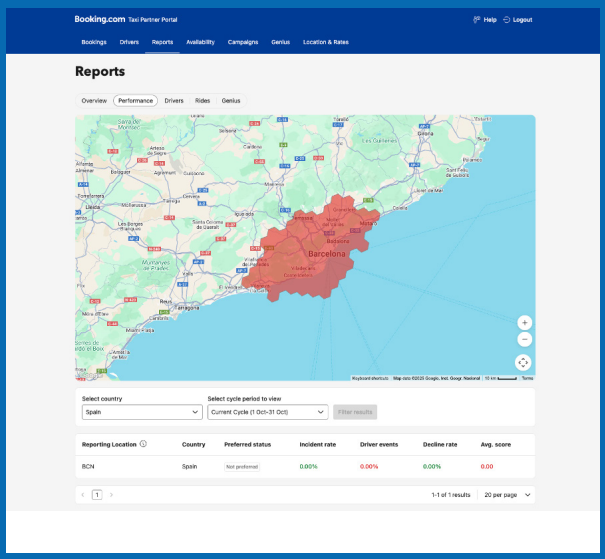
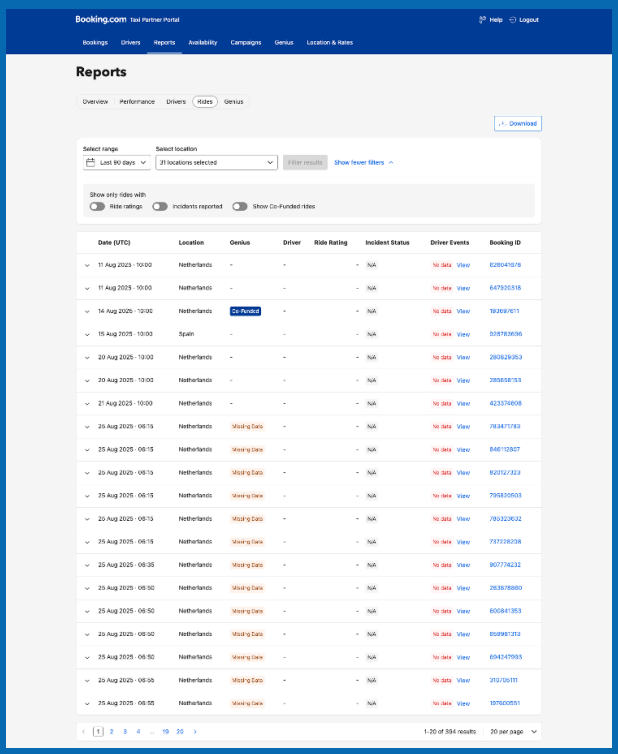
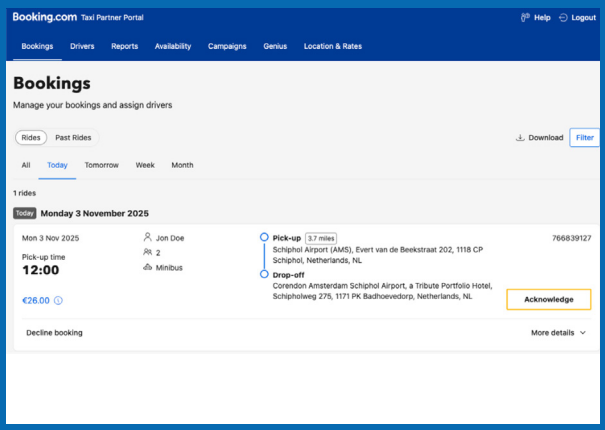




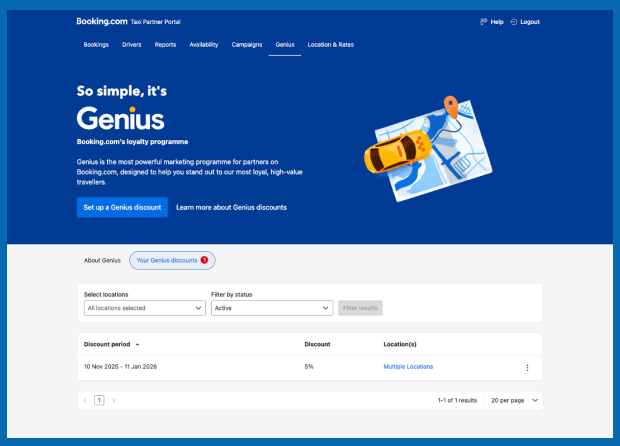


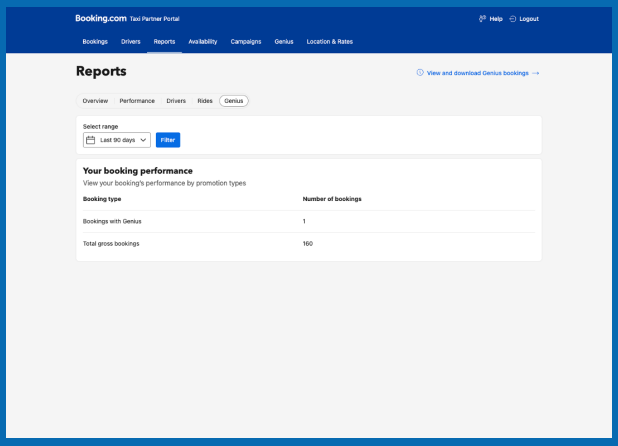




BOOKING.COM TAXI PARTNER PORTAL

- Following the compliance deadline, Rides partners received access to performance data for their Genius discounts through the Taxi Partner Portal.





BOOKING.COM TAXI PARTNER PORTAL[6]

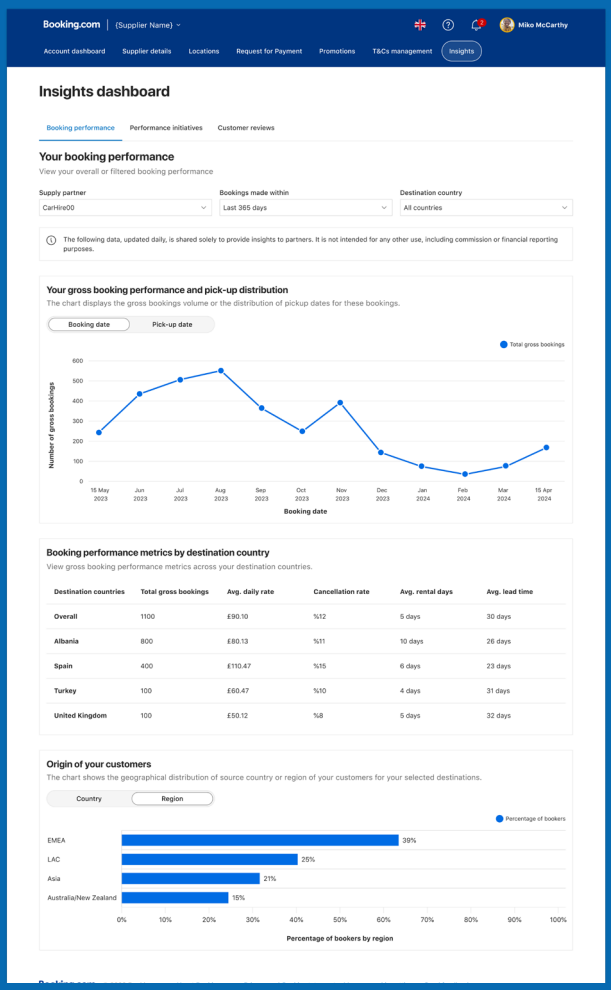
- **Flights.** Booking.com's partner offering flights (referred to as "**Flights**") is fully integrated via an **API** and thus receives relevant Partner Data in a continuous and real-time manner in JSON format when the booking is made.

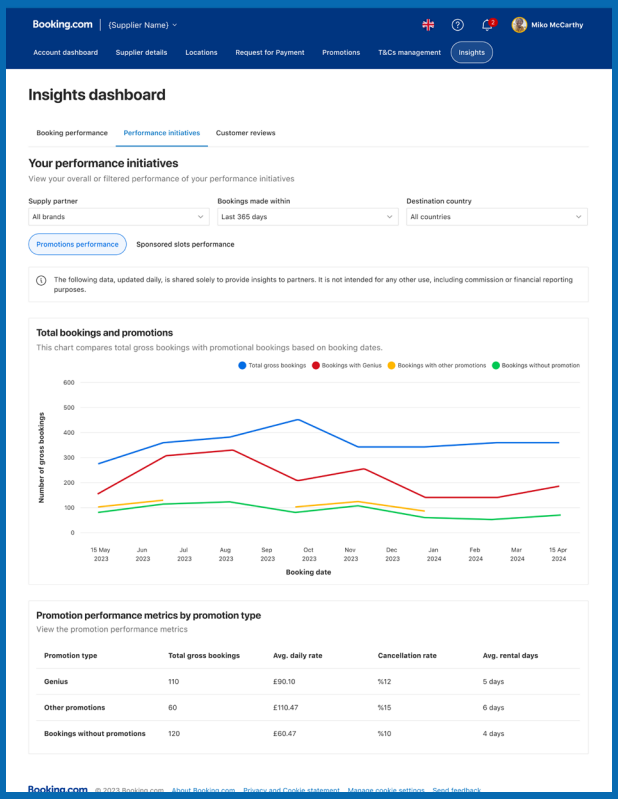
- **Cars**. Cars partners have access to Partner Data through various tools:[7]

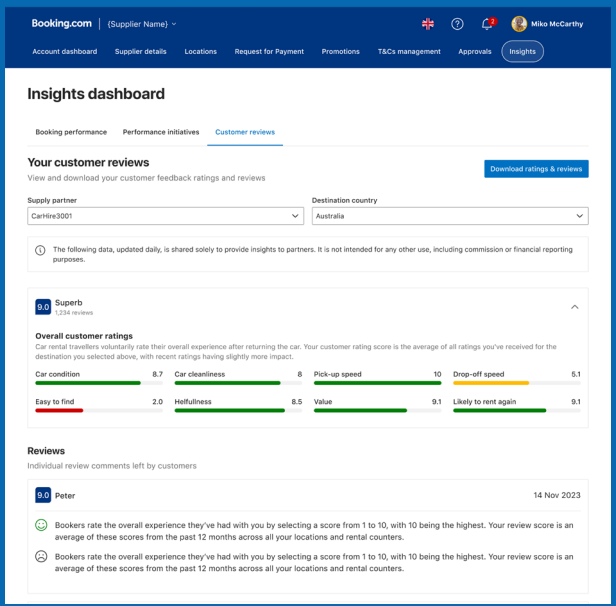
  - **The Cars APIs** provide all relevant Partner Data in a continuous and real-time manner when the booking is made in JSON format.

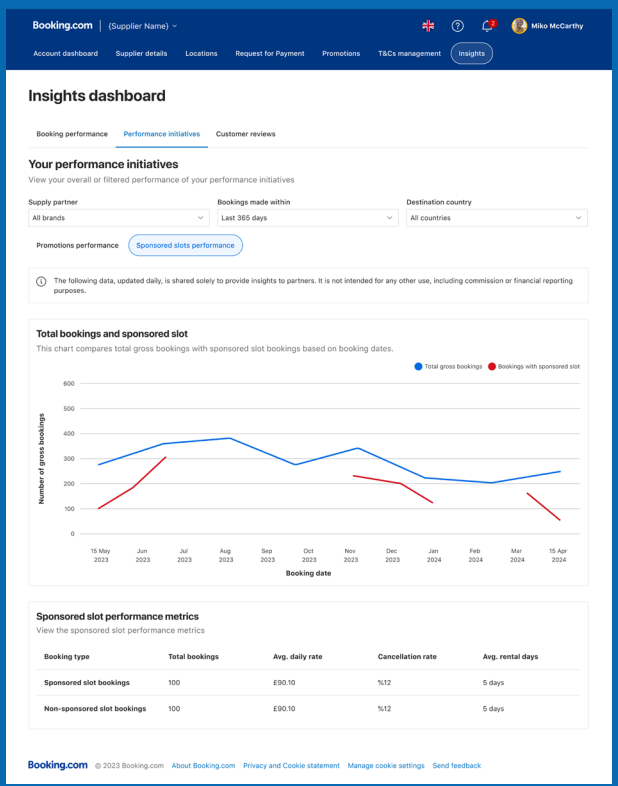
  - To comply with the DMA, Booking.com has built an additional, separate **Cars Insights Dashboard in the Cars Partner Portal** to share additional data points. All Cars partners have access to the new Insights Dashboard that provides additional aggregated data insights and to ratings and reviews. The data on the Cars Portal is downloadable in xlsx. format, available at any time, updated once a day, and is available free of charge.

6 Please note that these images are mock-ups.
7 The Cars Marketplace was deprecated on 31 October 2025. Partners that previously accessed data via the Cars Marketplace will continue to have access either through the Cars API or via the new Insights Dashboard available in the Cars Partner Portal (or both).





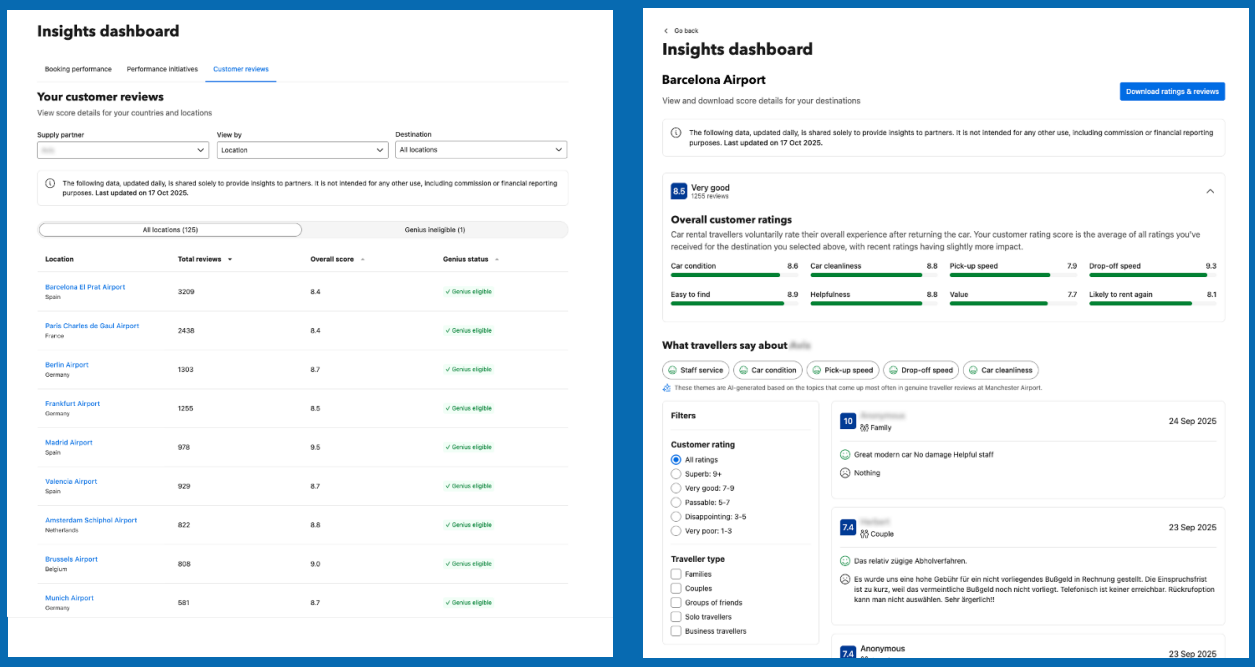




NEW INSIGHTS DASHBOARD FOR CARS PARTNERS[8]

8 Please note that these images are mock-ups.

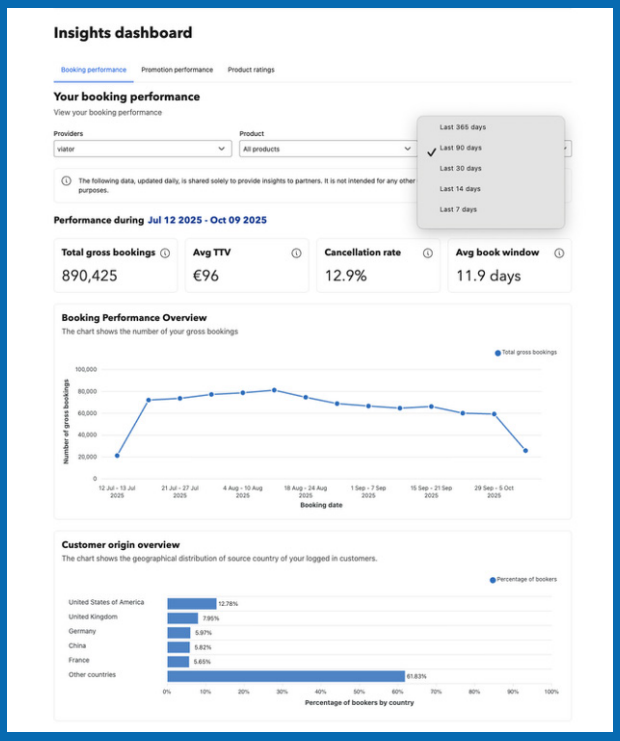
- Following the compliance deadline, Booking.com also introduced location-based customer reviews in response to partner feedback, providing Cars partners with more granular and meaningful insights into their performance on a Cars pick-up location basis (e.g., Schipol airport).

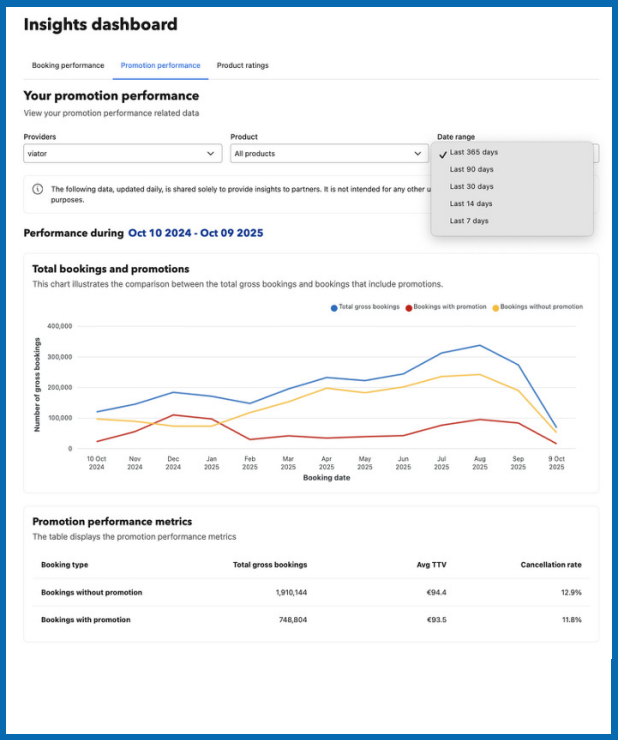


NEW INSIGHTS DASHBOARD FOR ATTRACTIONS PARTNERS[9]

- **Attractions**. Booking.com provides Partner Data to Attractions partners through the partners' **API integrations** in JSON format.
- To comply with the DMA, Booking.com has 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, as of March 2025, BHI has made aggregated booking and promotion data available to Attractions partners through the Attractions Insight Dashboard.

9 Please note that these images are mock-ups.





NEW INSIGHTS DASHBOARD FOR ATTRACTIONS PARTNERS[10]

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

10 Please note that these images are mock-ups.

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.[11] 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.

11 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(11) Data Access of Online Search Engines

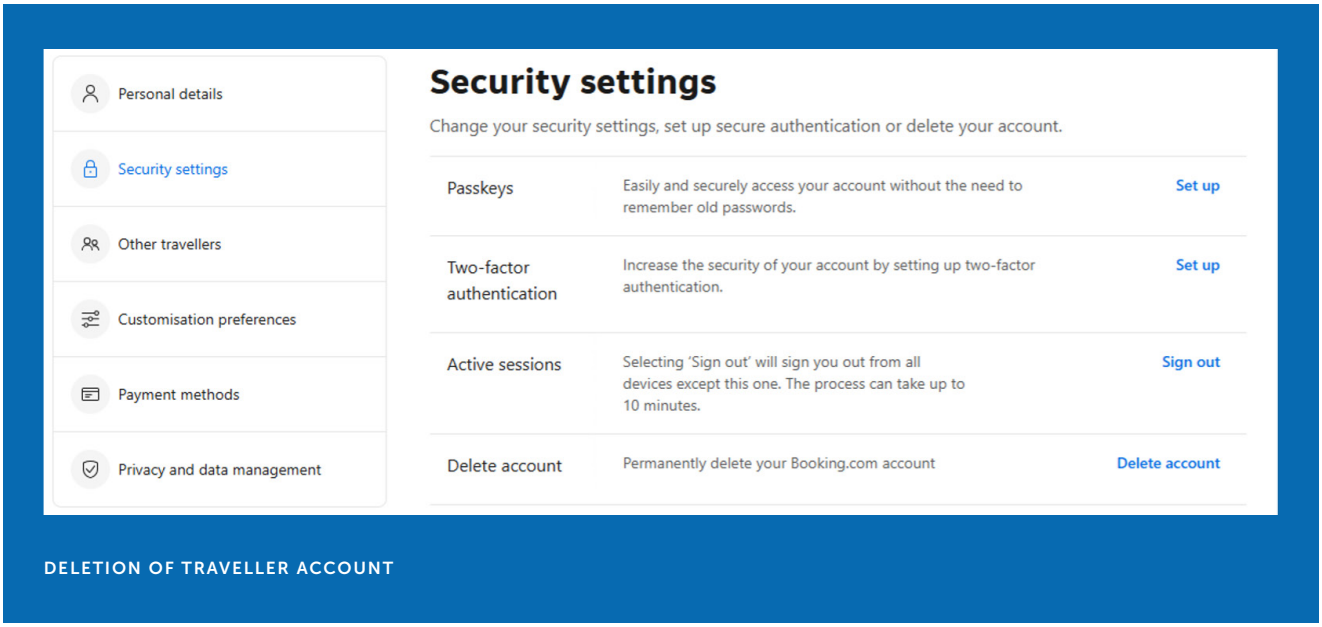
- Art. 6(11) DMA does not apply to the Booking.com CPS as it is not an online search engine and this provision only applies to such services.

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

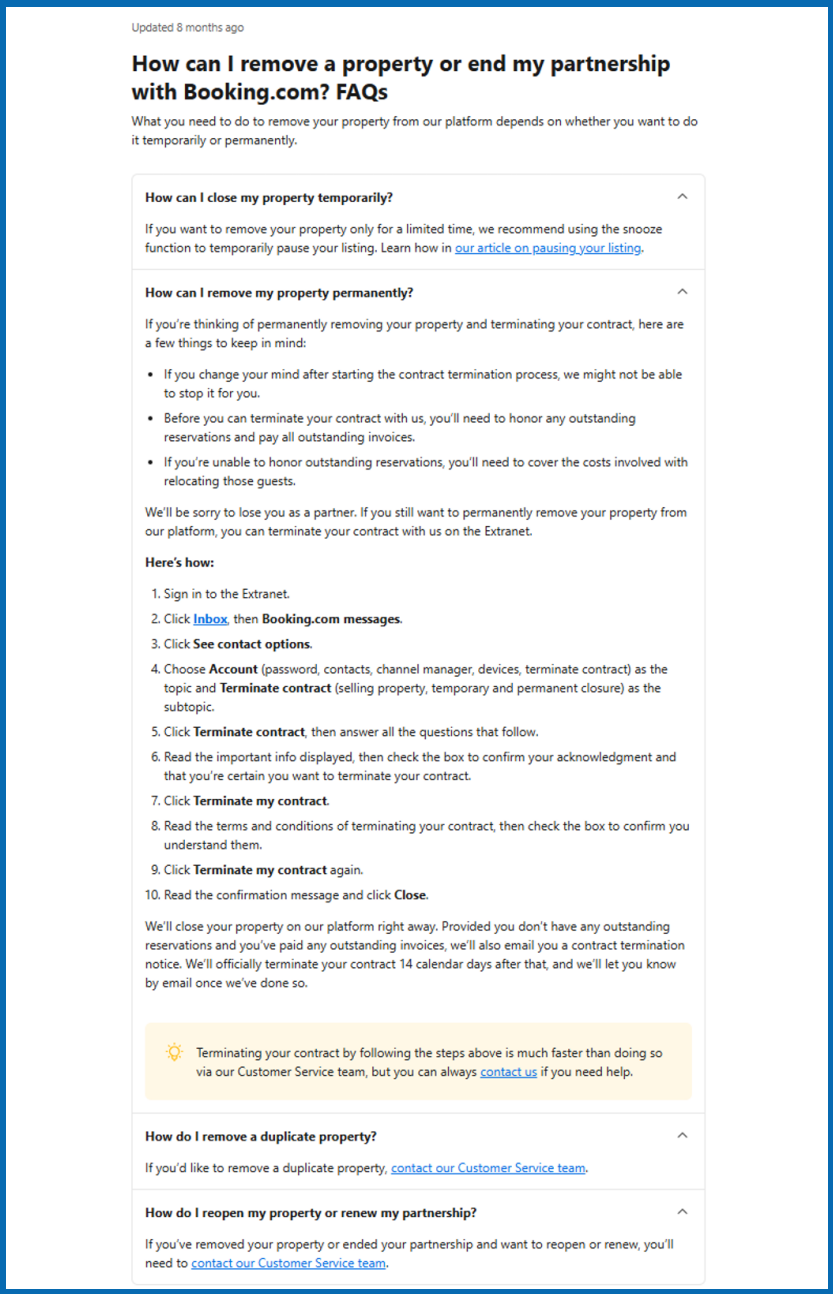
- Booking.com complies with Art. 6(13) DMA because both travellers and partners are able to terminate the provision of services on its platform in a proportionate manner. For example:
  - **Travellers**. No account or registration is required for the use of Booking.com's platform, including to make a 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.



Updated 8 months ago

How can I remove a property or end my partnership with Booking.com? FAQs

What you need to do to remove your property from our platform depends on whether you want to do it temporarily or permanently.

How can I close my property temporarily?

If you want to remove your property only for a limited time, we recommend using the snooze function to temporarily pause your listing. Learn how in our article on pausing your listing.

How can I remove my property permanently?

If you're thinking of permanently removing your property and terminating your contract, here are a few things to keep in mind:

- If you change your mind after starting the contract termination process, we might not be able to stop it for you.
- Before you can terminate your contract with us, you'll need to honor any outstanding reservations and pay all outstanding invoices.
- If you're unable to honor outstanding reservations, you'll need to cover the costs involved with relocating those guests.

We'll be sorry to lose you as a partner. If you still want to permanently remove your property from our platform, you can terminate your contract with us on the Extranet.

Here's how:

1. Sign in to the Extranet.
2. Click **Inbox**, then **Booking.com messages**.
3. Click **See contact options**.
4. Choose **Account** (password, contacts, channel manager, devices, terminate contract) as the topic and **Terminate contract** (selling property, temporary and permanent closure) as the subtopic.
5. Click **Terminate contract**, then answer all the questions that follow.
6. Read the important info displayed, then check the box to confirm your acknowledgment and that you're certain you want to terminate your contract.
7. Click **Terminate my contract**.
8. Read the terms and conditions of terminating your contract, then check the box to confirm you understand them.
9. Click **Terminate my contract** again.
10. Read the confirmation message and click **Close**.

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 14 calendar days after that, and we'll let you know by email once we've done so.

Terminating your contract by following the steps above is much faster than doing so via our Customer Service team, but you can always contact us if you need help.

How do I remove a duplicate property?

If you'd like to remove a duplicate property, contact our Customer Service team.

How do I reopen my property or renew my partnership?

If you've removed your property or ended your partnership and want to reopen or renew, you'll need to contact our Customer Service team.

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 teams serves as an integral part of the DMA compliance efforts within BHI, as the latter 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