BOOKING HOLDINGS

Booking Holdings Inc.'s Digital Markets Act Compliance Report

PUBLIC SUMMARY
NOVEMBER 2024



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 is publishing its first annual Compliance Report.

OVERVIEW

We make DMA compliance a priority.

Our commitment to complying with the new rules is demonstrated through the following key initiatives:

Meaningful Changes to our Business Practices in the EEA

To comply with the DMA by the deadline of 13 November 2024, we made meaningful changes to our business practices in the European Economic Area ("**EEA**"). In particular, we have:

- **Removed all parity requirements throughout the EEA**. We have removed or waived all parity requirements applicable to EEA-based travel offerings. Our business users (referred to as "**partners**") no longer have to provide the same or better rates and conditions to Booking.com for their EEA inventory than those that they make available on any online or offline channel. We have communicated these changes to all relevant partners and we have trained our partner-facing teams to ensure they are aware of and apply the new rules. We have also looked beyond the terms of our agreements and will continue to ensure that we do not impose – and will not later introduce – any conditions to participate on our platform that effectively prevent partners from offering better prices or conditions for inventory in the EEA on other channels.

- **Launched the new Booking.com Data portability API to give users even more access, to and control over, their personal data.** We have launched a new API – the Booking.com Data Portability API – that provides Booking.com's end users (also referred to as "**travellers**") with free-of-charge, effective, real-time, and continuous access to relevant data. Importantly, the API provides an easy-to-use, fast and secure way for travellers to port their data directly to a third party of their choice. The API enables this while ensuring that travellers remain informed and in control of where their data goes.

- **Further improved partners' access to business-relevant data**. We have further increased the scope of the data we provide to our partners. This is not a paradigm shift for us as we have long taken the view that sharing useful data with partners helps them make the most of the platform. As such, we were already providing partners with rich data access and analytics tools. We have nonetheless carefully reviewed whether we could do better, including through close consultation with partners to understand what data may be useful to them. Based on this exercise, we have launched two new partner insight dashboards for partners offering car rentals (referred to as "**Cars**") and attractions or experiences (referred to as "**Attractions**") on Booking.com. These new dashboards make additional data available to these partners in an accessible format. We have also enabled new download features on our portal for partners offering accommodations or stays (referred to as "**Accommodations**") – the Extranet – to make it easier for Accommodations partners to process the data we make available to them.

- **Implemented additional controls over personal data flows within our business.** Already prior to the DMA, there were limited flows of personal data between BHI's different services (and between Booking.com and third parties). Indeed, each of our main brands – Booking.com, Agoda, Priceline, Kayak, and OpenTable – is a separate data controller under the General Data Protection Regulation ("**GDPR**"), maintains a separate privacy policy, and stores data in separate back-ends. Nonetheless, recognising that in some respects the DMA's obligations extend beyond those of the GDPR, we have ceased a small number of data flows that would require consent under Art. 5(2) DMA since, at this time, we do not intend to roll-out new consents for such a small number of data flows.

Clear and Transparent Communication

We have sought to make travellers, partners, and other stakeholders aware of the changes detailed in this report. For example, we have individually contacted every Accommodations partner impacted by our parity changes in their preferred language. We have also published explanations in various places on our website and trained our teams supporting partners, travellers, and third parties so they are prepared to answer any questions. Furthermore, around the compliance deadline, we are informing all partners by email that BHI's obligation to meet the DMA requirements now applies. Our partners have therefore heard from us in many different forums and formats about our DMA compliance changes.

And, we have created forums to hear from our partners and stakeholders. Since this summer, we have been supplementing our existing close

relationships with our stakeholders by holding DMA consultations. To date, we have consulted around 200 partners and associations representing partners and consumers, the vast majority of them being small and medium sized businesses, to explain our compliance approach and gather feedback. We have also launched a webform in the Digital Markets Act section under "About Booking.com" on the Booking.com website to enable travellers, partners, and interested third parties to provide feedback or raise questions on our DMA compliance measures. We look forward to continuing to hear from and engage with all stakeholders in the future.

Holistic Compliance Controls and Monitoring

The changes highlighted above, and the other compliance changes detailed in this first report, are underpinned by controls implemented throughout our business. For instance, we built on existing mandatory compliance reviews of updates to standard terms, negotiated agreements, and contract templates. We also introduced compliance training for our employees and rolled out dedicated support materials to ensure all relevant employees are aware of the requirements of the DMA and can communicate appropriately with travellers, partners, and interested third parties regarding the changes we have rolled out.

At our company, compliance with regulations is a shared responsibility. The controls specific to the DMA are enforced through broad collaboration across the key teams and functions that are relevant to the DMA. In addition, we have supplemented our already significant compliance resources with the creation of an independent DMA Compliance Function to supervise compliance with the DMA.

Significant Investment to Ensure Compliance by the 13 November 2024 Deadline

Businesses invest resources in their priorities and BHI and Booking.com have made substantial investments to meet the requirements of the DMA. Hundreds of employees, from front-line account teams to senior executives, have been involved over the past two years in assessing BHI's compliance position, building tools to ensure that BHI operates in compliance with the DMA's requirements, and in communicating these changes to our partners.

In this report, we outline the efforts and resources that were mobilised to develop and maintain compliance solutions that meet the DMA's requirements. We will continue to develop compliance solutions within the framework of the DMA and expect to regularly provide new updates about our efforts to contribute to contestability and fairness in digital markets in future iterations of this report.

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 engages in limited cross-service traveller personal data processing that could fall within the scope of Art. 5(2) DMA.
- For this reason, BHI has opted to not institute an Art. 5(2) DMA consent at this time. 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 has 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, 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

- Booking.com has 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.

- For example, for standard terms:

  - **Accommodations**. On 1 July 2024, Booking.com updated its General Delivery Terms ("**GDTs**"), which are applicable to most of Booking.com's Accommodations partners on the platform, to remove all EEA countries from the list of geographies subject to parity requirements. These changes have been communicated via email to Accommodations partners with active properties in the EEA subject to the GDTs. In an effort to further simplify its contractual terms, Booking.com is introducing updated versions of the GDTs applicable to properties located in the EEA, which exclude references to parity.[1]

  - **Cars**. In February 2024, Booking.com updated its Standard Agency and Principal agreements applicable to most Cars partners to remove parity requirements. The updates took effect on 1 July 2024 for all partners who signed them. In June 2024, Booking.com rolled out amendments to the Marketplace General Conditions, which became effective on 27 July 2024 to remove any parity requirements. It also sent an FAQ to relevant partners via email to communicate these changes.

  - **Rides / Taxis**. In October 2023, Booking.com removed parity requirements from its Ground Transportation Platform Services Agreement applicable to partners offering car rides / taxis (referred to as "**Rides / Taxis**").

- For negotiated agreements, between June 2024 and November 2024, Booking.com removed or waived relevant clauses to ensure that parity requirements are no longer applicable to EEA-based travel offerings.

- **Identifying measures with equivalent effect to parity.** Booking.com has 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 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.

1 These new versions are already available to Accommodations partners that join Booking.com. For existing Accommodations partners, these updates will take effect on 2 December 2024 and were communicated to partners contracting under these terms by email on 7 November 2024.

- While the Genius Program, the Preferred Program, and the Preferred Plus Program, our loyalty programmes for partners who meet eligibility criteria, do not formulate any requirements for partners to participate on Booking.com, to simplify compliance operations, Booking.com removed parity as an eligibility requirement in the EEA on 1 July 2024.

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

- Booking.com has 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;
  - 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; and
  - Formal cycles and approval processes for updates to standard terms and negotiated agreements.

POSITIVE FEEDBACK FROM STAKEHOLDERS

- While Booking.com's consultation work is an ongoing effort, Booking.com has already consulted with a large number of partners across its different travel offerings, as well as with a set of associations representing partners or consumers such as the Association of Hotels, Restaurants and Cafés in Europe ("**HOTREC**"), the European Hotel Forum ("**EHF**"), and the European Consumer Organisation ("**BEUC**"). As part of this ongoing consultation, Booking.com is explaining its compliance position, the changes implemented, their significance and scope, and gathering initial feedback. Most stakeholders have expressed their satisfaction with both the changes made and how Booking.com has communicated about them.

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

- Booking.com has 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.

POSITIVE FEEDBACK FROM STAKEHOLDERS

- While its consultation work is an ongoing effort, Booking.com has already consulted with a large number of partners across its different travel offerings, as well as with a set of associations representing partners or consumers such as HOTREC, the EHF, and BEUC. As part of this ongoing consultation, Booking.com is explaining Booking.com's compliance position, the changes implemented, their significance and scope, and gathering initial feedback. The feedback Booking.com has received so far on Art. 5(4) DMA has been relatively limited (also in view of the small number of agreements where Booking.com has made a change), but most stakeholders have indicated they are satisfied with the communication of the changes and were interested in receiving further explanations on how this obligation operates with Booking.com in practice across different scenarios.

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.

- Booking.com has implemented data management policies which restrict data flows between BHI brands to comply with Art. 6(2) DMA. Booking.com has 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.

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.
- Booking.com has 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.

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, 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.[2] 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. It may take up to 5 minutes to prepare the Traveller Data for download or export to a registered third party via the link. The speed depends on the volume of relevant data and the speed of the traveller's internet connection. Options to either download the data to the traveller's device or to copy the link for porting the data appear on the screen.

2 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.

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.

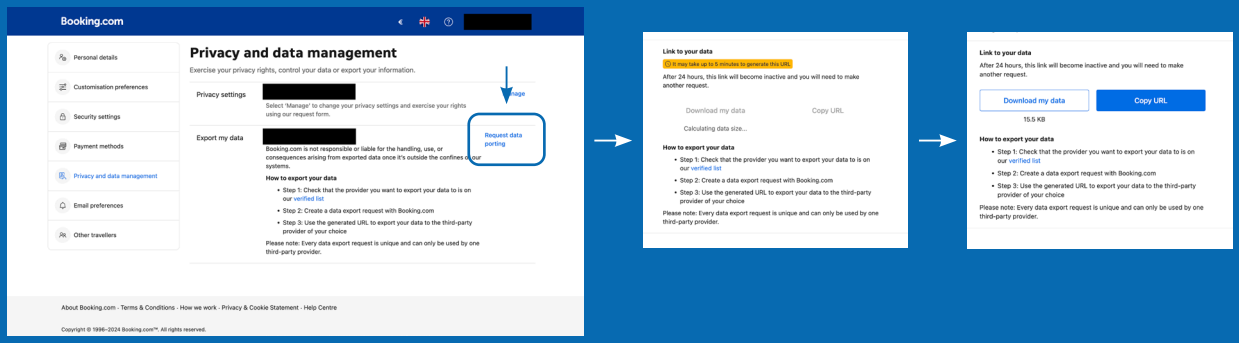
- Travellers can then choose whether they want to allow a (a) one-time or (b) continuous data export for a duration of 180 days with data refreshed every 24 hours. This preferences menu can be developed by the registered third party based on documentation published on the Booking.com webpage for developers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

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

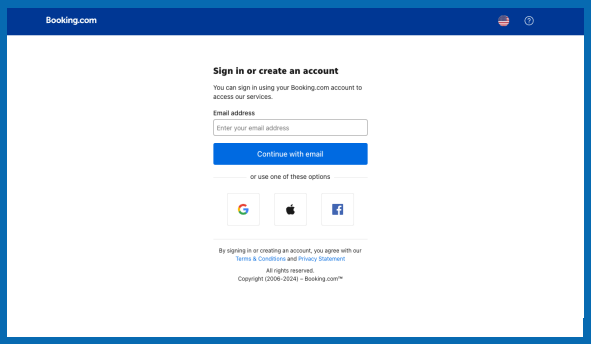
- Travellers remain in control of their data and can revoke access of the third-party platform to the shared Traveller Data in the "Security" section of the account settings on the Booking.com website or app.[3]

3 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.

Step 1: Generate link on Booking.com's website



Step 2: Authorise data portability on the third party's platform



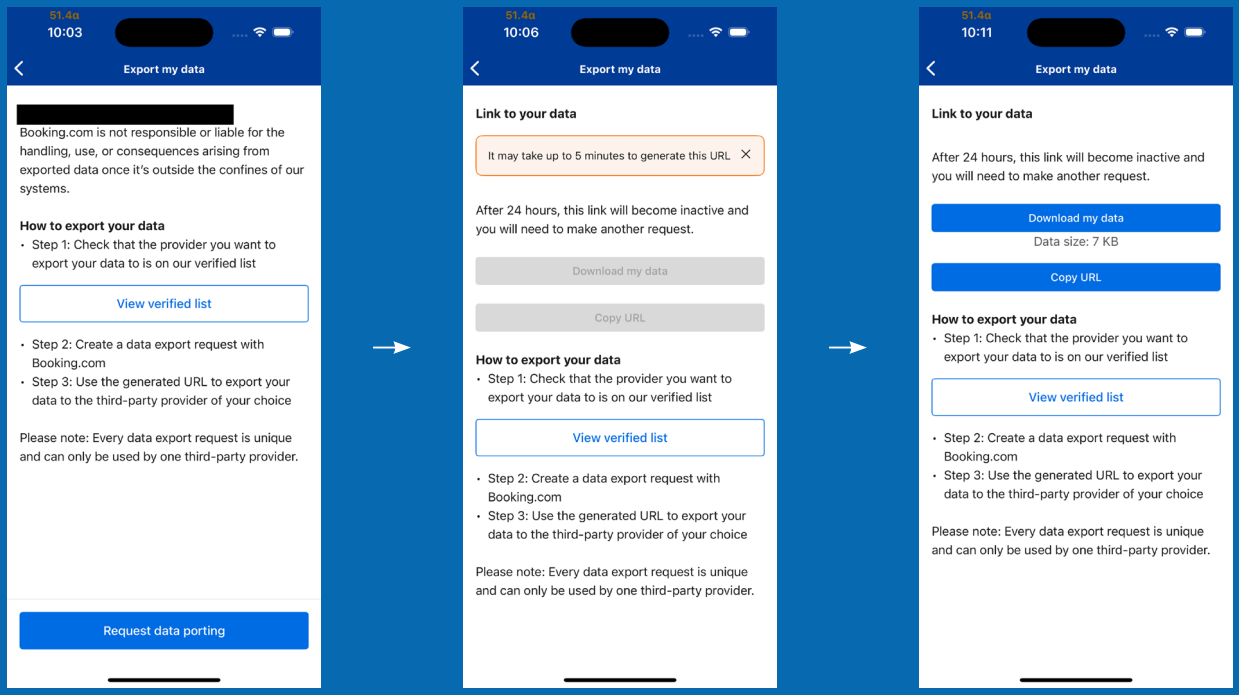
Traveller provides the link through the OAuth login pop up.

Traveller confirms the export duration (once or 180 days)

Booking.com cannot provide the mockups of the data import process that takes place on the third-party's website as it will be their choice how they implement this step in the process (for example, by creating a webpage with a box where travellers can paste the link they generate on Booking.com)

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

Step 1: Generate link on Booking.com's app



Step 2: Authorise data portability on the third party's platform

Traveller signs in to Booking.com

Traveller provides the link through the OAuth login pop up.

Traveller confirms the export duration (once or 180 days)

Booking.com cannot provide the mockups of the data import process that takes place on the third-party's website as it will be their choice how they implement this step in the process (for example, by creating a webpage with a box where travellers can paste the link they generate on Booking.com)

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

- 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.

- To facilitate this process Booking.com has 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.

POSITIVE FEEDBACK FROM STAKEHOLDERS

- While Booking.com's consultation work is ongoing, Booking.com has already consulted with BEUC and Gener8. As part of these consultations, Booking.com explained its compliance position, the changes implemented, their significance and scope, and gathered initial feedback. During these meetings, the third parties expressed their overall satisfaction with the new Data Portability API and Booking.com will continue to engage with third parties as they use the API.
- 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. As mentioned above, Booking.com also provides the feedback form in this section that offers a direct channel for partners and third parties to submit feedback on Art. 6(9) DMA compliance.

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.

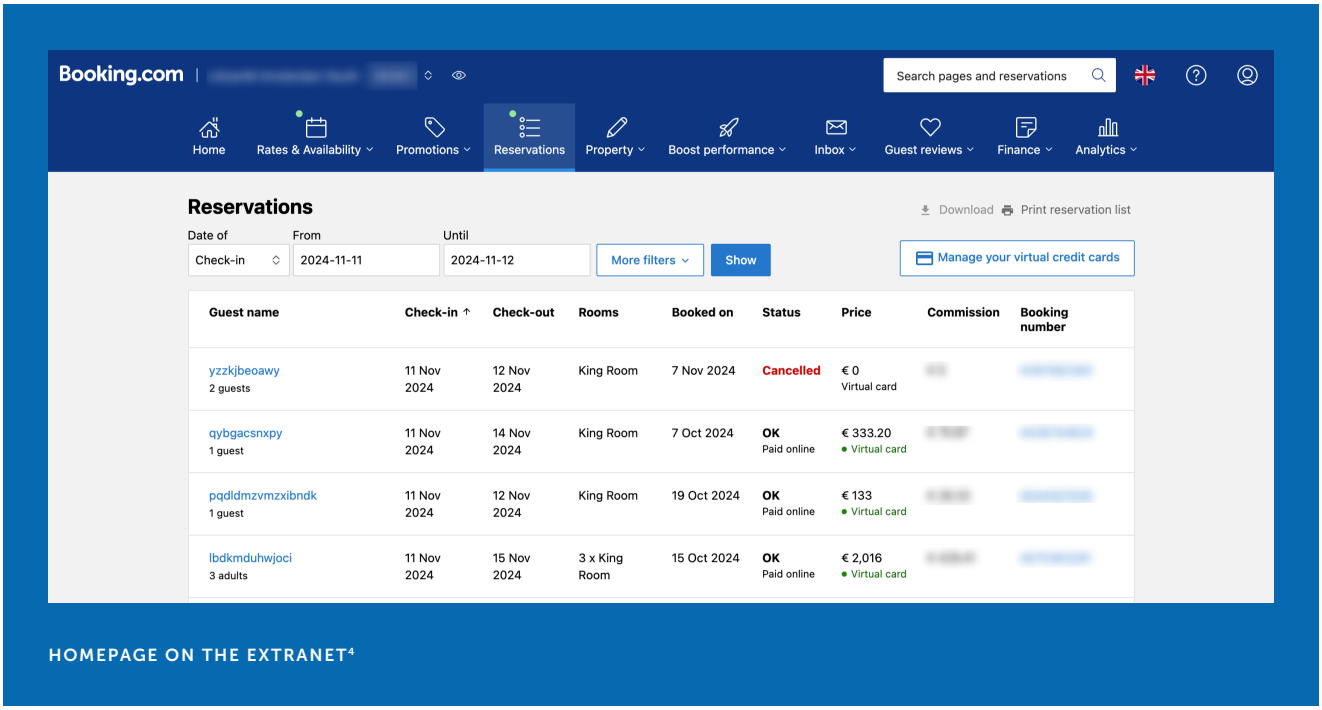
- Booking.com has long taken the view that sharing useful data with partners makes them more effective, resulting in better results for travellers, and therefore providing benefits both to the partners and our platform. This is why, even prior to the DMA, Booking.com already provided rich data access 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.

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

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.

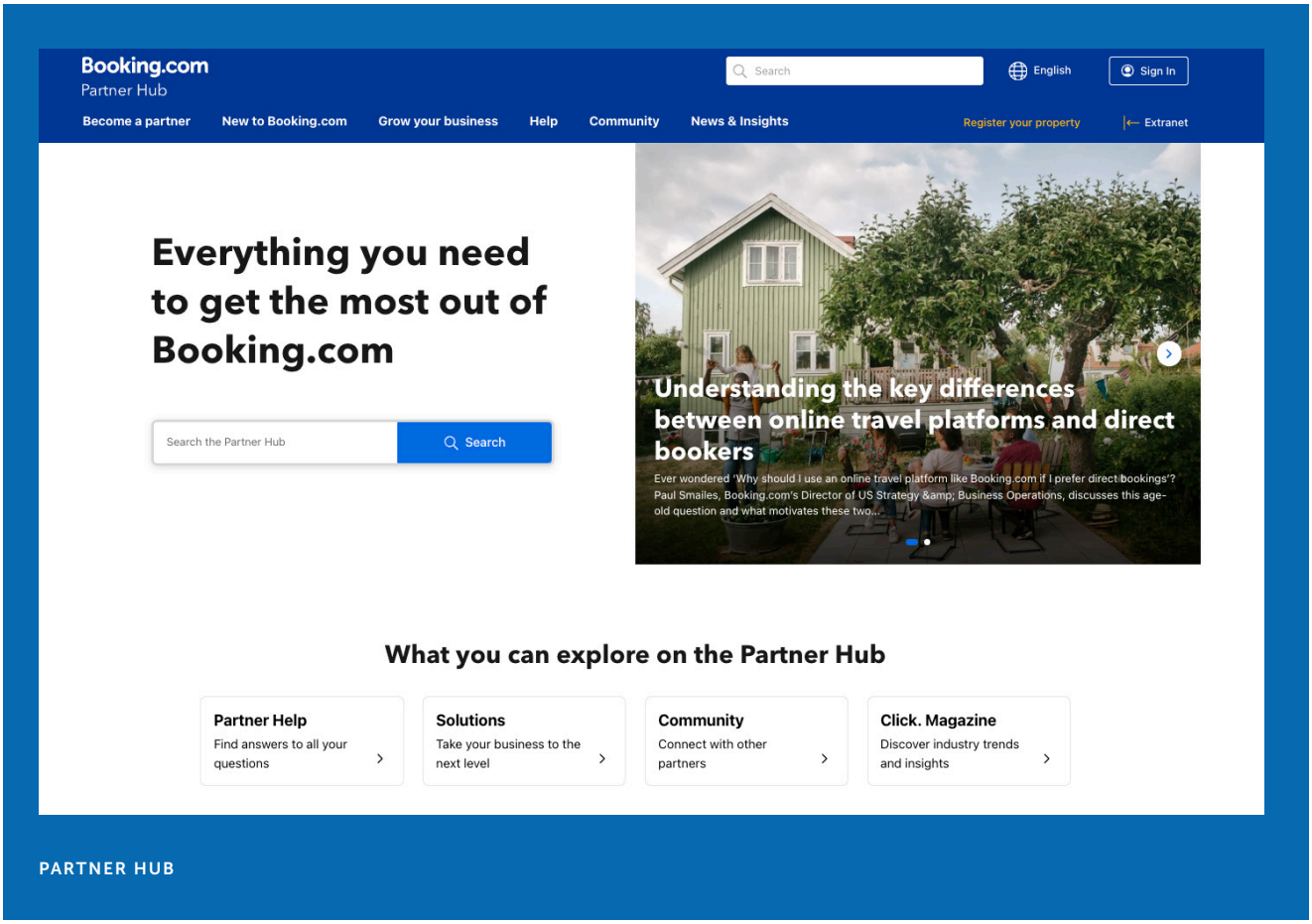


HOMEPAGE ON THE EXTRANET[4]

- 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,

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

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[5], and identify business and other optimisation opportunities.[6]

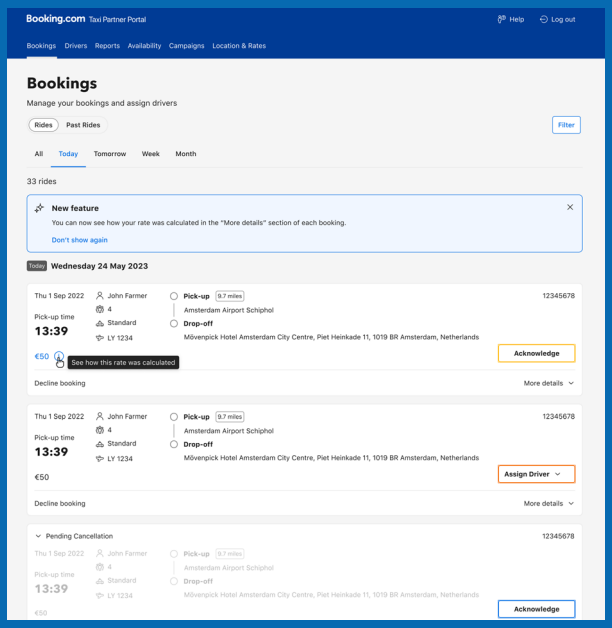


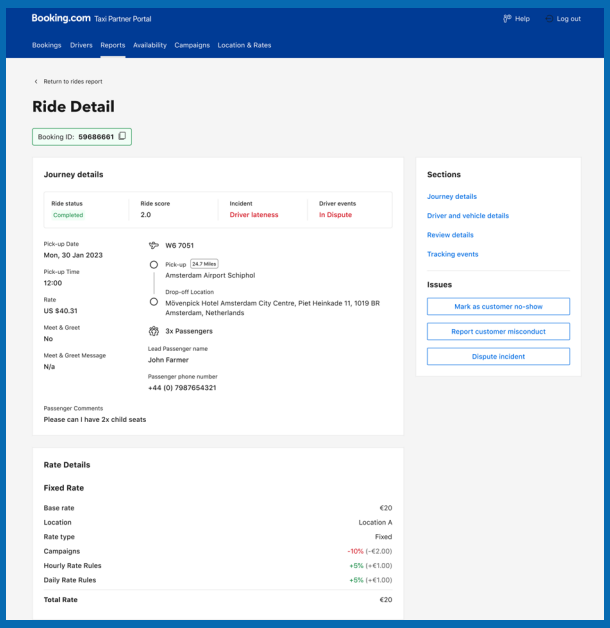
PARTNER HUB

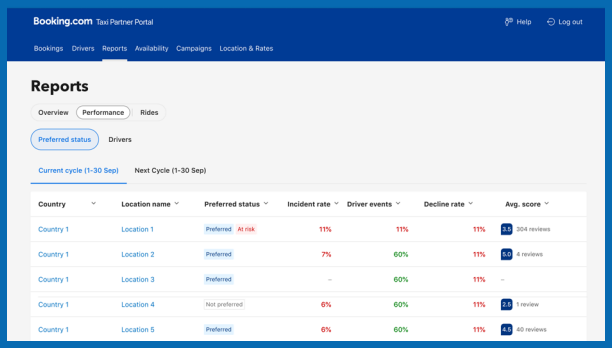
Other Travel Offerings

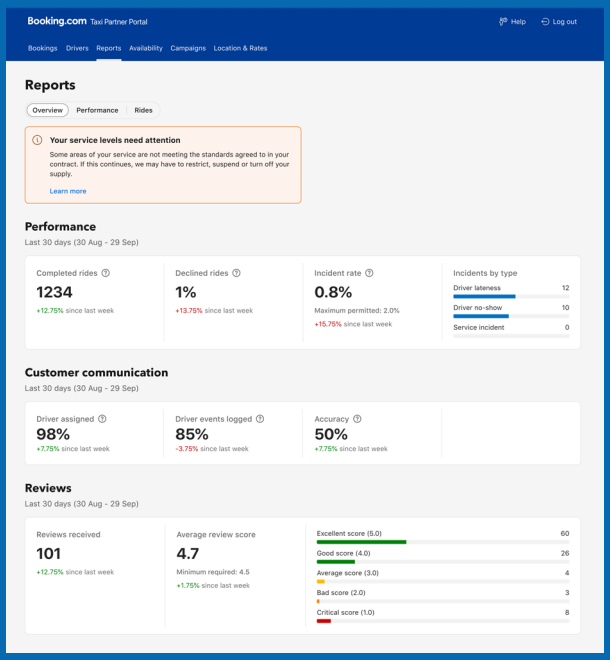
- **Rides / Taxis**. Partners have access to Partner Data via the **Booking.com Taxi Supplier APIs** and the **Taxi Partner Portal**. All Rides / Taxis partners have access to the Taxi Partner Portal regardless of whether they use a Booking.com Taxi Supplier API. Partners can download all relevant non-aggregated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

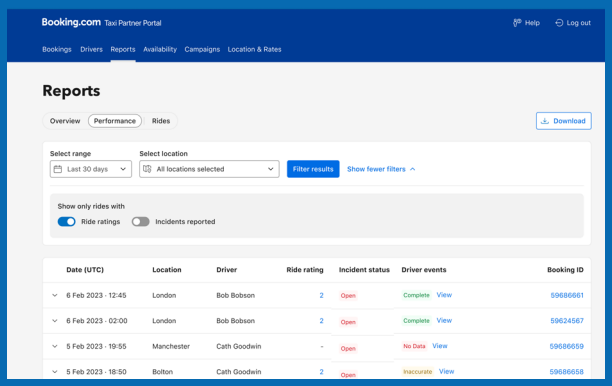
5 See Hotels and Hospitality industry news | Click.Magazine | Booking.com for Partners.
6 See Solutions | Booking.com for Partners.











TAXI PARTNER PORTAL[7]

7 Please note that these images are mock-ups.

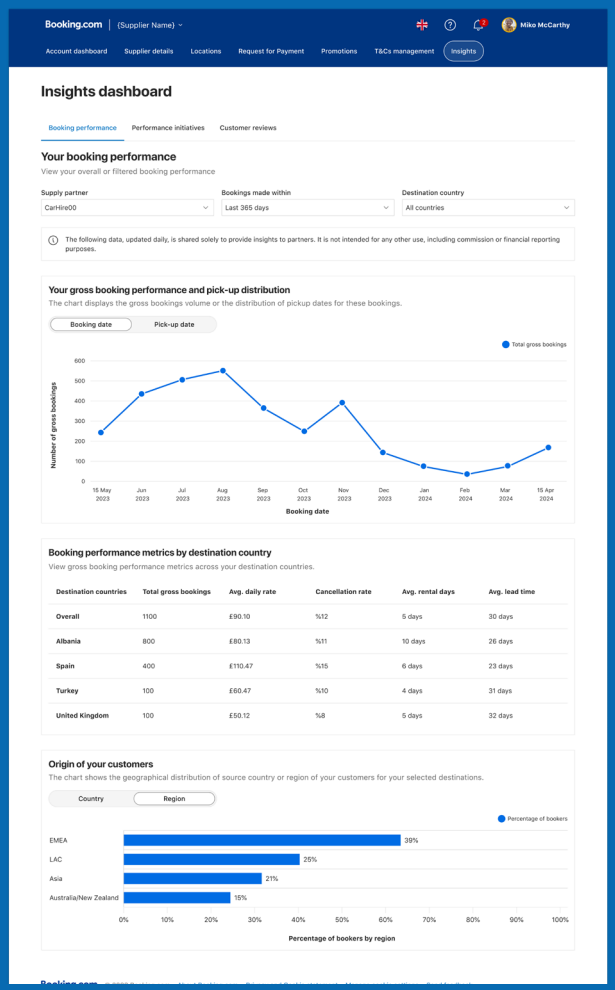
- **Flights**. Booking.com's partner offering flights (referred to as "**Flights**") is fully integrated via an **API** and thus receives relevant Partner Data in a continuous and real-time manner in JSON format when the booking is made.

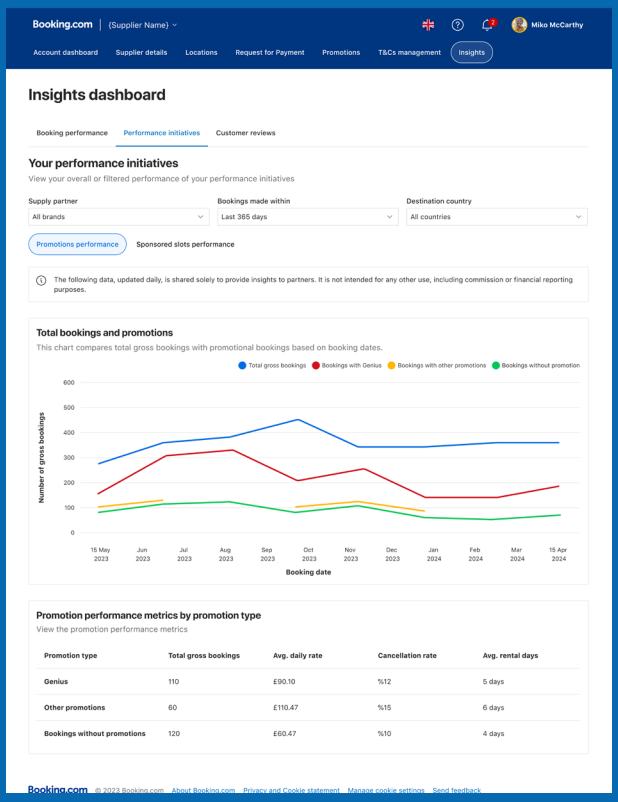
- **Cars**. Cars partners have access to Partner Data through various tools:

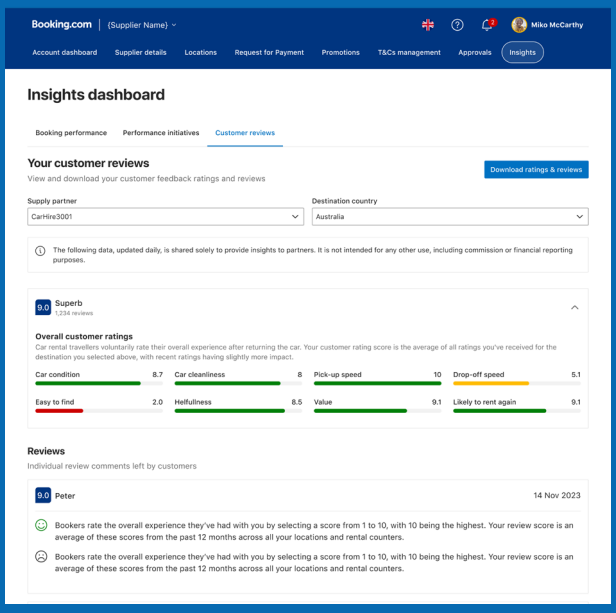
  - **The Cars APIs** provide all relevant Partner Data in a continuous and real-time manner when the booking is made in JSON format.

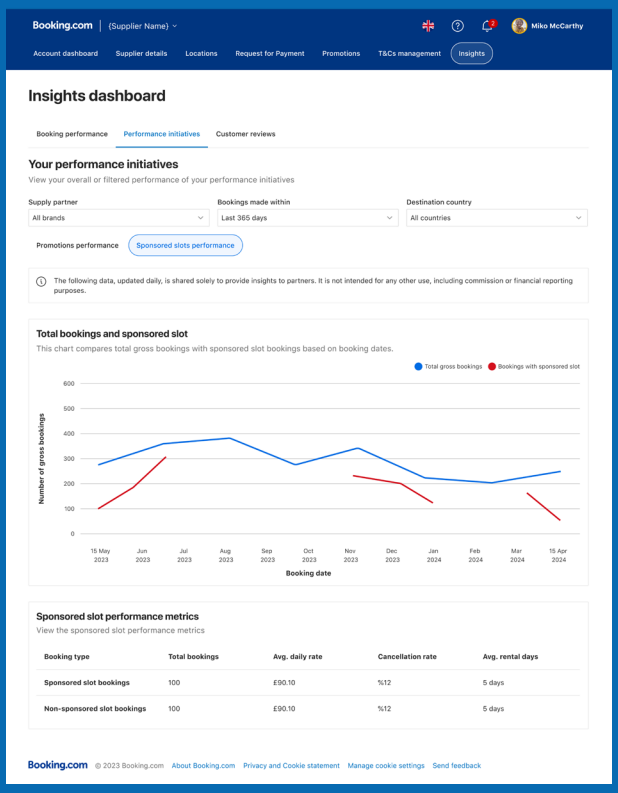
  - For smaller Cars suppliers, Booking.com also offers the **Cars Marketplace**, a portal which provides data in HTML format with the option to download in PDF format.

  - 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.







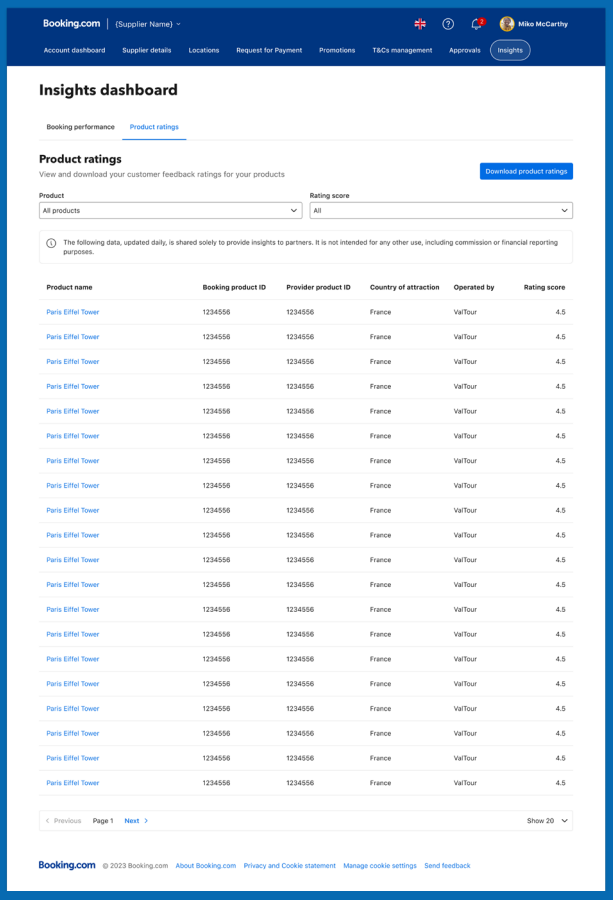


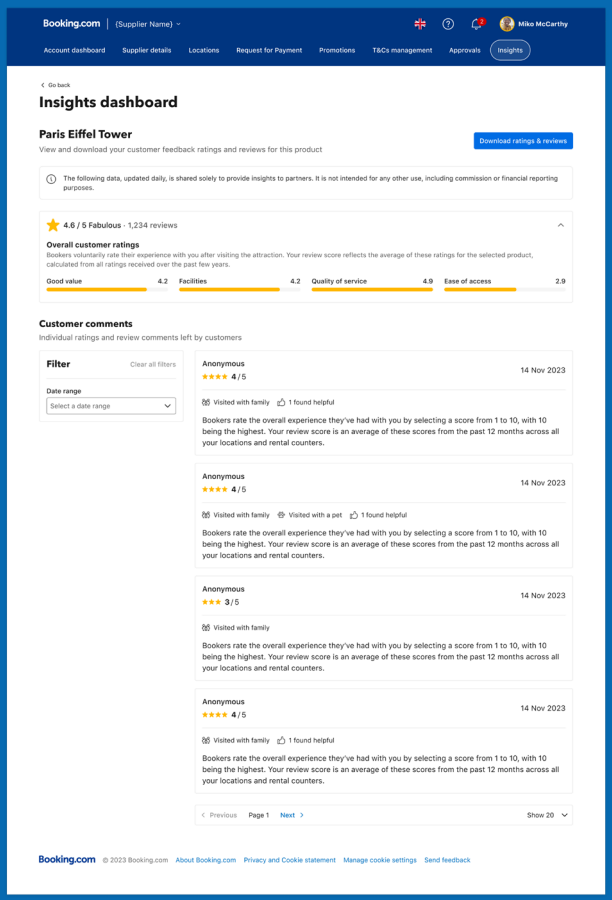
NEW INSIGHTS DASHBOARD FOR CARS PARTNERS[8]

8 Please note that these images are mock-ups.

- **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.





NEW INSIGHTS DASHBOARD FOR ATTRACTIONS PARTNERS[9]

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.

9 Please note that these images are mock-ups.

- **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.[10]
    - For the Taxi Partner Portal, Cars Marketplace, the Cars Partner Portal, and the new 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.

10 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 2.8.2. of the GDTs.

  - 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.

POSITIVE FEEDBACK FROM STAKEHOLDERS

- While Booking.com's consultation work is ongoing, Booking.com has already consulted with many of its partners, as well as with a set of associations representing hotels, alternative accommodations, and consumers such as HOTREC, EHF, and BEUC.

- Booking.com organised consultation sessions with Cars and Attractions partners to collect feedback, among others, on the data points that they receive and to evaluate the effectiveness of the new Attractions and Cars Insights Dashboards. The partners had a very positive reaction to the new dashboards, finding the interface intuitive and the data easy to locate. They also found the content to be granular, easily readable, and useful. Booking.com will continue to engage with its partners as they use the new dashboards.

- Booking.com will also continue to interact regularly with partners to better understand and seek to support partners' evolving data needs. As mentioned above, Booking.com also provides a form in the Digital Markets Act section of the Booking.com website to offer a direct channel for partners and third parties to submit feedback on Art. 6(10) DMA compliance.

Article 6(11) Data Access of Online Search Engines

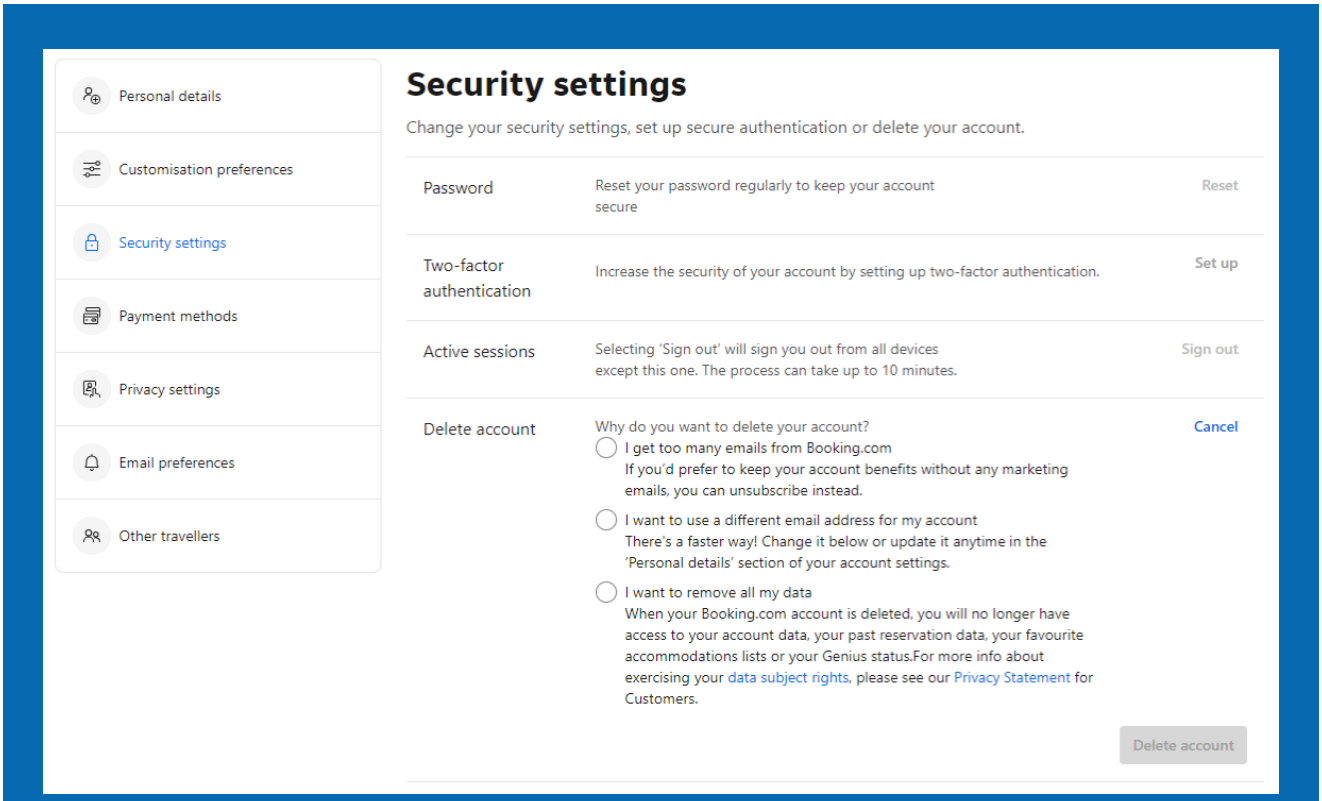
- Art. 6(11) DMA does not apply to the Booking.com CPS as it is not an online search engine and this provision only applies to such services.

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.

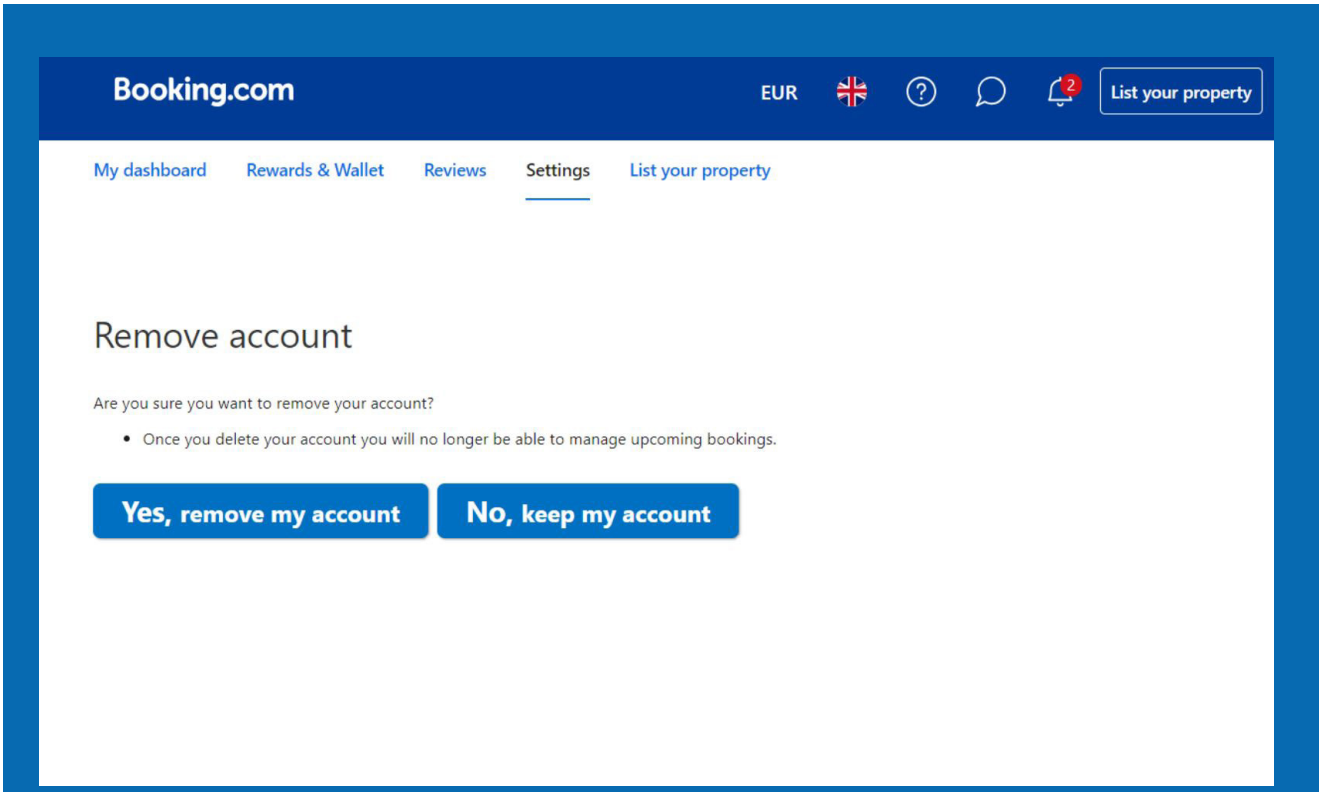
Article 6(13) Termination of Use

- 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".



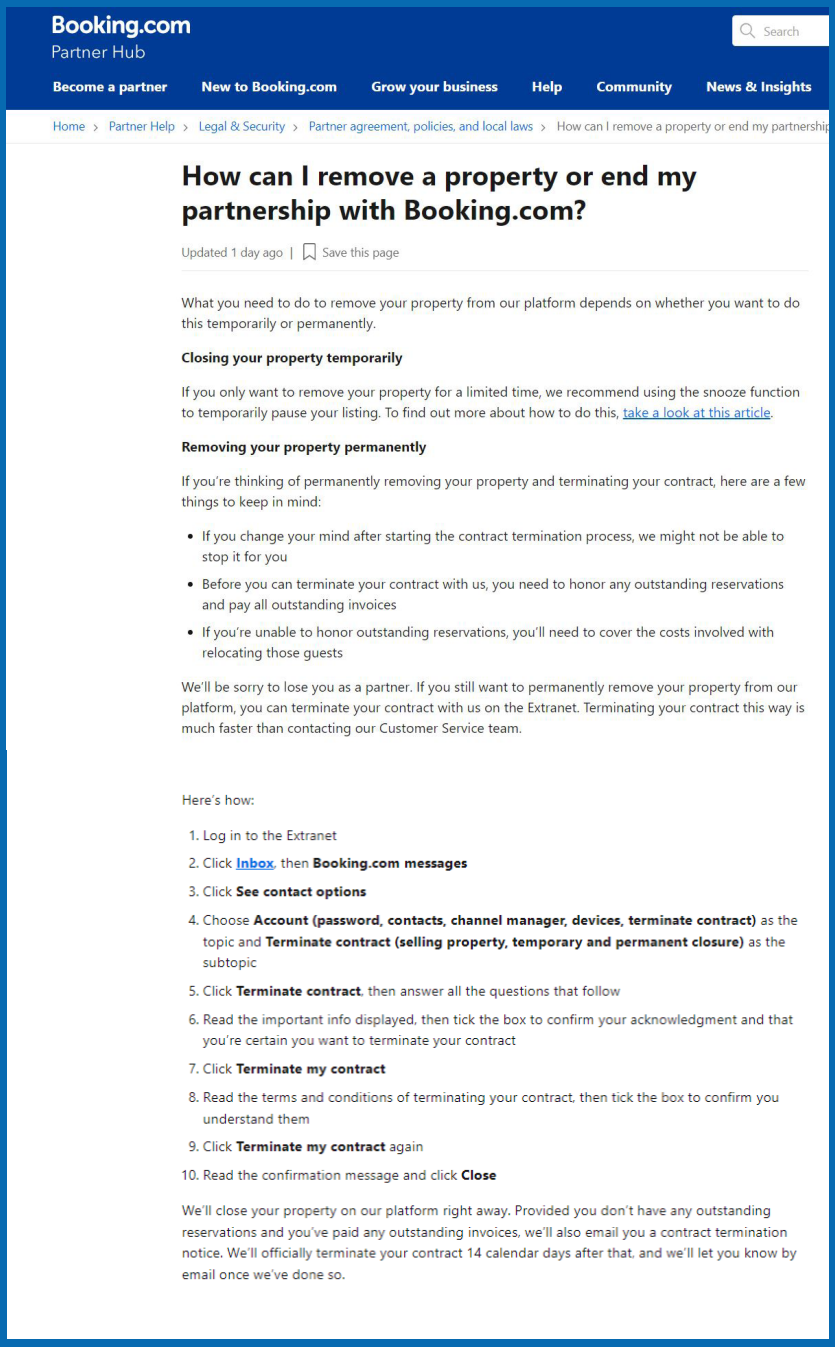
DELETION OF TRAVELLER ACCOUNT

- **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*". In practice, partners can easily remove their account in the account settings, as illustrated below.



DELETION OF PARTNER ACCOUNT

- 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.



Booking.com
Partner Hub

Search

Become a partner | New to Booking.com | Grow your business | Help | Community | News & Insights

Home > Partner Help > Legal & Security > Partner agreement, policies, and local laws > How can I remove a property or end my partnership

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

Updated 1 day ago | Save this page

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

Closing your property temporarily

If you only want to remove your property for a limited time, we recommend using the snooze function to temporarily pause your listing. To find out more about how to do this, take a look at this article.

Removing your 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 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. Terminating your contract this way is much faster than contacting our Customer Service team.

Here's how:

1. Log 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 tick 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 tick 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.

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 has 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