C/2026/5546

23.10.2026

Summary of Commission Decision

of 23 July 2026

relating to a decision pursuant to Article 29 (1), point (a), 30 (1), point (a), and 31 (1), point (h) of Regulation (EU) 2022/1925

(Case DMA.100075 – ALPHABET – ONLINE INTERMEDIATION SERVICES – APP STORES – GOOGLE PLAY – ART. 5(4))

(notified under document number C(2026)5346 final)

(Only the English text is authentic)

(C/2026/5546)

On 23 July 2026, the Commission adopted a decision pursuant to Article 29(1), point (a), 30(1), point (a), and 31(1), point (h) of Regulation (EU) 2022/1925 of the European Parliament and of the Council [1]. In accordance with the provisions of Article 44 of Regulation (EU) 2022/1925, the Commission herewith publishes the names of the parties and the main content of the decision, having regard to the legitimate interest of undertakings in the protection of their business secrets.

1. **INTRODUCTION**

(1) The non-compliance decision (the 'Decision') sets out the Commission's findings that Alphabet does not comply with Article 5(4) of Regulation (EU) 2022/1925 in relation to its core platform service ('CPS') Google Play. Alphabet limits the ability of app developers distributing software applications ('apps') on Google Play to direct end users acquired via its core platform service or through other channels ('acquired users') to offers inside or outside of their apps ('steer' or 'steering') in order to conclude contracts inside or outside of their apps following steering ('steered transactions'). Alphabet also charges fees in relation to steered transactions, which go beyond the possible remuneration for an initial acquisition of that end user facilitated by Alphabet.

(2) As a result, the Decision orders Alphabet to bring the non-compliance to an end within 60 days from the notification of the Decision ('cease-and-desist order'), imposes on Alphabet a fine, as well as potential periodic penalty payments if Alphabet fails to comply with the cease-and-desist order set out in the Decision.

2. **LEGAL FRAMEWORK**

(3) Pursuant to Article 5(4) of Regulation (EU) 2022/1925, a gatekeeper shall allow business users, free of charge, to communicate and promote offers, including under different conditions, to end users acquired via its CPS or through other channels, and to conclude contracts with those end users, regardless of whether, for that purpose, they use the CPSs of the gatekeeper.

(4) Where the CPS at issue is a software application store ('app store'), business users of that CPS are the developers of apps that make their apps and digital goods and services available to end users through the gatekeeper's app store ('app developers'). In that context, it follows from Article 5(4) of Regulation (EU) 2022/1925 that gatekeepers should allow app developers that distribute their app(s) through the gatekeeper's app store to steer acquired end users and to subsequently conclude contracts with them (either inside or outside the app), i.e., steered transactions, without the gatekeeper charging any fee besides, where applicable, the remuneration due to the gatekeeper for facilitating the initial acquisition by the business user of the end user (i.e., the matchmaking).

(5) Pursuant to Article 8(1) of Regulation (EU) 2022/1925, the gatekeeper shall ensure and demonstrate compliance with the obligations laid down in Articles 5, 6 and 7 of that Regulation. Moreover, the measures implemented by the gatekeeper to ensure compliance with that obligation shall be effective in achieving the objectives of that Regulation and of the relevant obligation.

[1] Regulation (EU) 2022/1925 of the European Parliament and of the Council of 14 September 2022 on contestable and fair markets in the digital sector and amending Directives (EU) 2019/1937 and (EU) 2020/1828 (Digital Markets Act) (OJ L 265, 12.10.2022, p. 1).

3. **ALPHABET'S BUSINESS TERMS**

(6) During the time-period assessed in this Decision, Alphabet had in place two sets of business terms and conditions that governed its relationship with business users, i.e. app developers, using Google Play and that are relevant for assessing Alphabet's compliance with Article 5(4) of Regulation (EU) 2022/1925 (together '**Alphabet's Terms**'), namely:

(a) the **General Business Terms** laid down mainly in (a) the Google Play Developer Distribution Agreement (the 'DDA') and (b) Google Play's Payments Policy, as well as

(b) the terms under the **External Offers Program** (the 'External Offers Program' or 'EOP') consisting of (a) the Developer Terms of Service for External Offers Program, and (b) the requirements set out in the External Offers Program webpage. Alphabet adopted the External Offers Program with a view to comply with Regulation (EU) 2022/1925.

(7) Every app developer using Google Play is subject to the General Business Terms. In addition, app developers who want to participate in the External Offers Program ('EOP') must meet the requirements set out in the EOP and opt into and agree to the Developer Terms of Service for the EOP. In such a case, the terms of the EOP apply in addition to the General Business Terms. The EOP prevails in case of conflict.

(8) The **General Business Terms** do not allow developers to lead users to a payment method other than Google Play's billing system. This prohibition includes leading users to other payment methods via in-app listings on Google Play, in-app-promotions related to purchasable content, in-app web view buttons, links, messaging, advertisements, or other calls to action and in-app user interface flows, including account creation or sign-up flows, that lead users from an app to a payment method other than Google Play's billing system as part of those flows. The General Business Terms also do not allow developers to lead out users to a different payment method by directly linking to a webpage or using language that encourages a user to purchase the digital item outside of the app. A partial exception is made for apps which do not provide for the possibility to make in-app purchases ('consumption only apps'), where developers may display communications and promotions for offers outside the app. This means, however, that in order to be able, within the app, to communicate and promote offers available outside the app, developers are required to forego the possibility to allow for in-app purchases. The rules for these consumption only apps also do not allow developers to provide direct links to these purchasing options and strictly limit the type of language developers can use to communicate with their users.

(9) According to the General Business Terms, apps and in-app products sold through Google Play's billing system ('Google Play Billing') in accordance with the Payments policy are subject to a service fee of 30 % for earnings in excess of $1M (USD) revenue earned by the developer (reduced to 15 % for eligible developers with earnings below $1M (USD) or automatically renewing subscription products).

(10) The **External Offers Program** allows app developers that distribute their apps through Google Play to include, in their apps, hyperlinks ('external links') which lead users in the European Economic Area ('EEA') to a destination outside the app where users can conclude contracts ('external transactions'), including to promote offers for in-app features and services. The EOP does not restrict the number of link-outs that app developers can show in any app distributed through Google Play. Developers also have relatively broad freedom to design the wording of their in-app promotional messages as they wish.

(11) The External Offers Program imposes, in particular, the following requirements on app developers that wish to make use of link-outs:

(a) First, the external offers must only direct end users to the app developer's own digital content or items associated with the app. The External Offers Program does not allow link-outs to destinations for something other than digital content or items associated with the app. This also includes destinations where the user can purchase products or services provided by third parties as well as destinations where apps can be downloaded outside of Google Play.

(b) Second, every time an end user follows an external link, the app developer must inform the end user in a prominent manner and using clear, intelligible language prior to the transaction that the app developer is the merchant in any follow-up external transaction and will bear sole responsibility. For this purpose, Alphabet provides a so-called 'Google Linkout Prompt' via an API.

(c) Third, app developers must not pass additional parameters in the external link's URL or pre-populate fields on the destination page with end users' personal data (e.g., their payment or account details) from the app.

(12) The External Offers Program establishes a **new fee structure** for those app developers that opt into this program, consisting of two types of fees: (i) an Initial Acquisition Fee ('IAF') and (ii) an Ongoing Services Fee ('OSF'). Both fees are commission fees on any revenues generated with external transactions between an end user and an app developer relating to digital content or items associated with the app, and apply from the user's first 'external transaction' onwards. If a developer uses Google Play Billing, the standard fee model applies despite having opted into the EOP.

(13) The **Initial Acquisition Fee** amounts to 10 % for purchase of offers of digital in-app content (5 % for auto-renewing subscriptions) and applies for two years following an end user's first external transaction.

(14) The **Ongoing Services Fee** amounts to 17 % for purchase of offers of digital in-app content (7 % for auto-renewing subscriptions). It is not limited in time. During the time-period assessed in this decision, app developers were able to opt out from Google Play's ongoing services and thus from paying the OSF as from two years after the first external transaction, provided that the end user consents.

(15) While Alphabet permits apps to use web view ([2]) and in-app browser technologies, including apps that use steering under the EOP, transactions that take place via web view and in-app browsing technologies after a user uses a link are treated as in-app purchases and are therefore subject to the standard charges under Google Play's standard fee model.

4. **THE COMMISSION'S ASSESSMENT**

(16) Following the Commission's proceedings opened by Decision C(2024) 2055 of 25 March 2024 pursuant to Article 20(1) of Regulation (EU) 2022/1925, based on the evidence collected by the Commission and the information at its disposal, after considering Alphabet's response of 9 May 2025 to the Commission's preliminary findings of 19 March 2025, the Commission adopted the Decision pursuant to Article 29(1) of Regulation (EU) 2022/1925 finding that Alphabet's Terms in the EU do not comply with Article 5(4) of Regulation (EU) 2022/1925.

(17) The Commission bases its conclusion on the following reasons.

(18) First, Alphabet's Terms do not allow for steering to third party offers as they prevent app developers from using link-outs to steer users to destinations and offers that are not their own. This prevention effectively excludes steering to any destinations where the user can purchase products or services provided by third parties as well as destinations where apps can be downloaded outside of Google Play.

(19) Alphabet is obliged to allow business users of Google Play Store to steer to any types of offers, including to channels with third-party offers such as for example app distribution channels in accordance with Article 5(4) of Regulation (EU) 2022/1925. Under Alphabet's Terms, this is not the case.

(20) Further, Alphabet's Terms requires app developers to inform the end user every time the end user follows an external link by using the Google Linkout Prompt. While prompts may be used to inform users in a neutral manner that is proportionate to mitigating a risk, the frequency and the wording of the Google Linkout Prompt introduces an unnecessary friction which makes the exercise of the rights provided by Article 5(4) of Regulation (EU) 2022/1925 unduly difficult. Firstly, the particular wording of the Google Linkout Prompt infers a risk irrespective of whether such risk objectively exists. Secondly, the fact that end users are shown the Google Linkout Prompt every time they avail themselves of their right under Article 5(4) of Regulation (EU) 2022/1925, imposes an unduly friction to cater for an assumed rather than established risk.

([2]) Web view is a functionality that allows apps to display web content more easily, and directly within the app and, depending on the specific web view tool used, it can be defined as a view, system application, component, element, or application programming interface ('API') that allows app developers to render web pages within an app.

(21) In addition, app developers are restricted in exercising their right to '*communicate* [..] *including under different conditions*' as outlined in Article 5(4) of Regulation (EU) 2022/1925, by Alphabet's Terms preventing app developers from passing additional parameters in the link-out URL and pre-populating fields with users' personal data at steered to destinations. Such restrictions are not warranted by the obligation and constitute a breach.

(22) The Commission notes that, as opposed to other obligations in Regulation (EU) 2022/1925 such as Article 6(4), Article 5(4) does not include any explicit security exceptions. The Commission has nonetheless considered whether the abovementioned restrictions could be objectively necessary and proportionate measures to mitigate security risks. However, given in particular, the absence of an explicit security exception in Article 5(4) of Regulation (EU) 2022/1925, the Commission concluded that the risk the restrictions were alleged to address remained general, abstract and that the restrictions in themselves in any case were disproportionate to address any such risk.

(23) Second, it is the Commission's view that Alphabet's Terms do not allow app developers to effectively steer end users and to conclude steered transactions free of charge within the meaning of Article 5(4) of Regulation (EU) 2022/1925.

(24) In the first place, the Commission is of the view that the IAF cannot be considered as remuneration for facilitating the initial acquisition of an end user by the app developer. On the one hand, the IAF does not only remunerate Alphabet for the initial acquisition, since its temporal scope is significantly remote in time from the initial instance at which the matchmaking between the app developer and the end user takes place. On the other hand, the Commission considers that the IAF of 10%/5% is too high to be considered as remuneration for the initial acquisition that is commensurate to the value of the match-making services provided by Alphabet.

(25) In the second place, the Commission considers that the OSF also does not allow app developers to effectively steer end users and to conclude steered transactions free of charge. This is because the OSF, at least in part, renumerates Alphabet for services which are user acquisition-related. This is not allowed under Article 5(4) of Regulation (EU) 2022/1925, as such acquisition related services may a) only be renumerated for an initial period of time (the OSF applies indefinitely) and b) only once (Alphabet is already compensated for these services via the IAF).

(26) In the third place, the Commission considers that Alphabet does not allow app developers to effectively steer end users and to conclude steered transactions free of charge because Alphabet only allows steering to web view subject to Google Play's standard fee model (rather than the fee structure for steering under Alphabet's EOP). The standard fee model however cannot be considered as only remunerating Alphabet for facilitating the initial acquisition of the end user by app developers. Alphabet thus does not allow steering to web view free of charge within the meaning of Article 5(4) of Regulation (EU) 2022/1925.

(27) In light of the above, the Decision orders Alphabet to bring the infringement described above effectively to an end within 60 calendar days from the date of the notification of the Decision (the 'Cease-and-Desist Order').

(28) To comply with the Cease-and-Desist Order, Alphabet should:

Effective communication, promotion of offers and conclusion of contracts

(a) Ensure that app developers are allowed in practice (i.e. including technically and contractually) to engage in any form of communication, promotion of offers, and conclusion of contracts with end users both within and outside their app. This includes, for instance, enabling app developers to:

(i) steer end users to any destination or channel of their choice (including, but not limited to, websites or app stores the app developer operates, or websites or app stores that are operated by third parties). In this regard, Alphabet should not, for instance, limit the type of destination to which the app developer can steer to or prohibit the app developer from including additional data in the URL of the destination page

(ii) steer end users to any types of offers of their choice, including offers for digital content, services and apps provided by third parties, including on alternative app stores and on other apps;

(iii) conclude contracts following steering, within or outside the app, via any form of technology, including web view, and allow the installation of apps or app stores without prejudice to the possible compliance measures under Article 6(4) Regulation (EU) 2022/1925;

(iv) ensure that any conditions surrounding the app developers' ability to effectively communicate, promote offers, and conclude contracts, regardless of the distribution channel, such as prompts/disclosure sheets, are developed and implemented in a neutral, non-deterring manner, based on tangible, verifiable data collected by Alphabet, and do not go beyond what is objectively necessary and proportionate to inform the end users that they will be transacting with the app developer instead of Alphabet;

Conclusion of contracts 'free of charge'

(b) Ensure that both (i) the communication and promotion of offers, and (ii) the conclusion of contracts, including via web view, with end users acquired through Google Play, are free of charge. This includes ensuring that no fee is imposed for steering.

(c) Ensure that any potential remuneration for facilitating the initial acquisition of end users by the app developers (i) is related to the initial acquisition only, which means that it cannot be extended to already acquired end users; (ii) is commensurate to the value of the acquisition and must take into account any other, direct or indirect, remuneration received from business users for facilitating the initial acquisition; and (iii) does not remunerate the gatekeeper for its gatekeeper value. Alphabet is prohibited from imposing any other type of fee (in addition to a potential fee for initial acquisition) that covers services linked to the acquisition of end users.

(29) Alphabet should also not engage in conduct that has an equivalent object or effect as the measures set out above.

5. **FINES AND PERIODIC PENALTY PAYMENTS**

(30) Following the Commission's finding that Alphabet's Terms do not comply with Article 5(4) of Regulation (EU) 2022/1925, the Decision imposes a fine of EUR 430 000 000 on Alphabet pursuant to Article 30(1), point (a) of Regulation (EU) 2022/1925. The imposed fine does not exceed the maximum allowed of 10 % of Alphabet's worldwide turnover, pursuant to Article 30(1) of Regulation (EU) 2022/1925. In addition, Alphabet shall incur periodic penalty payments pursuant to Article 31(1), point (h) of Regulation (EU) 2022/1925, if it fails to comply with the Decision.

6. **CONCLUSION**

(31) For the reasons set out above, the Decision finds that Alphabet's Terms do not comply with Article 5(4) of Regulation (EU) 2022/1925. For this reason, the Decision imposes a fine on Alphabet. The Decision also imposes a Cease-and-Desist Order on Alphabet to bring the infringement to an end within 60 calendar days from the date of the notification of the Decision and sets out that Alphabet shall incur periodic penalty payments if it fails to comply with the Decision.

(32) The Decision further closes the proceedings opened by decision C(2024) 2055 final of 25 March 2024.