Selective Confusion

An Empirical Analysis of the DMA's Brussels Effect[1]

Peter Georg Picht,[2] Luka Nenadic,[3] Octavia Barnes,[4] Nicolas Eschenbaum,[5] Yannick Kuster[6]

Abstract

This article examines the extent to which designated "gatekeepers" implement the provisions of the EU's Digital Markets Act outside its territorial scope ("Brussels Effect"). Drawing on transparency reports, contractual documents, and informal communications, we reveal significant disparities in compliance strategies. Apple, Google, and Booking predominantly restrict their implementation to the EU or EEA, whereas Microsoft, Meta, and ByteDance extend certain measures to non-EU jurisdictions, notably Switzerland. Crucially, obligations subject to non-compliance proceedings by the European Commission are rarely extended beyond the EU, suggesting a strategic approach to territorial extensions of the DMA's implementation.

The article also uncovers a pattern of complex and sometimes contradictory communication by gatekeepers, raising questions about the transparency of the DMA's implementation. These inconsistencies, coupled with selective extensions of specific data-related DMA provisions, point to a fragmented "Brussels Effect" of the law. The findings also imply that gatekeepers weigh the economic and strategic costs of compliance when deciding on territorial scope, and that the DMA's global impact may depend on further coordination between regulators as well as more stringent enforcement.

Keywords: Digital Markets Act, gatekeepers, Brussels Effect, digital platforms, Apple, Google, enforcement, interoperability, compliance strategies, strategic ambiguity

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[1] This paper constitutes the extended and updated version of a more Switzerland-focused German paper: *Peter Georg Picht/Luka Nenadic/Octavia Barnes/Nicolas Eschenbaum/Yannick Kuster*: DMA (Verw-)Irrungen: Was die territorialen Umsetzungsstrategien der Torwächter über den Digital Markets Act lehren, in: SZW Schweizerische Zeitschrift für Wirtschafts- und Finanzmarktrecht 04/2025, p. 342 et seq.

[2] Prof. Dr., LL.M. (Yale), Professor for Business, Competition and Intellectual Property Law, Head of the Center for Intellectual Property and Competition Law (CIPCO), University of Zurich. President Academic Society for Competition Law (Ascola). peter.picht@ius.uzh.ch

[3] MLaw, PhD candidate at the Center for Law & Economics, ETH Zurich. His research is supported by the Swiss National Science Foundation (project number: 10002634). lnenadic@ethz.ch

[4] MLaw, trainee lawyer at Kellerhals Carrard Zürich, octavia.barnes@kellerhals-carrard.ch

[5] PhD, senior economist Swiss Economics and Center for Cryptoeconomics, Global Fellow European AI and Society Fund. nicolas.eschenbaum@swiss-economics.ch

[6] BLaw, research assistant at the Chair of Prof. Picht. yannick.kuster@ius.uzh.ch

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1 Introduction

1.1 The Digital Markets Act and its Implementation

The EU Commission has declared a fair and competitive digital economy to be a core objective of its policy.[7] As one of the key measures to achieve this goal, the Digital Markets Act (DMA)[8] was created and came into force on November 1, 2022, in response to perceived enforcement weaknesses in traditional competition law. Based on Art. 3 DMA, the Commission designates certain companies as so-called "gatekeepers" if and because they provide "central platform services" (CPS) and use them to exert a significant impact on the digital internal market.[9] So far, Alphabet, Amazon, Apple, Booking, ByteDance, Meta, and Microsoft have been designated as gatekeepers.[10]

For the CPS (i.e., not for their entire economic activity)[11] , the DMA subjects the gatekeepers to far-reaching conduct obligations,[12] which aim to ensure market contestability and fairness in the digital sector.[13] Unlike the conduct obligations of dominant firms under traditional competition law, the DMA's obligations apply irrespective of a detailed case-by-case analysis[14] and gatekeepers have no open, general justification to object at their disposal. Rather, they can only request a modification or (partial) suspension of their obligations from the Commission in a very narrow set of exceptional cases.[15] In terms of its legal nature, the DMA is therefore a regulation "close to competition law." To review their compliance with the DMA, gatekeepers are obliged to submit annual compliance reports and publish publicly accessible versions thereof.[16]

However, implementation by the gatekeepers has been far from smooth so far. As this empirical analysis will show, the implementation strategies differ considerably in terms of type and scope. The admissibility of some implementation measures is, moreover, contested and the EU Commission has already initiated several proceedings for alleged non-compliance.[17]

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[7] See, for example, *Communication from the Commission* of February 19, 2020, Shaping Europe's digital future, COM(2020) 67 final.

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

[9] Art. 3(1) DMA.

[10] An up-to-date list of the designation decisions can be found at *Commission:* Gatekeepers, <https://digital-markets-act.ec.europa.eu/gatekeepers_en?prefLang=de> (all online sources last visited June 5, 2025).

[11] Art. 1(2) and 3(9) DMA.

[12] Art. 5 DMA contains conclusively regulated obligations; the duties of conduct under Art. 6 and 7 are more open to concretization in individual cases.

[13] Recital 7 DMA.

[14] *HK-DMA/Podszun* Introduction para. 35.

[15] See Art. 9 (unavoidable threat to profitability), Art. 10 (reasons of public safety or health) DMA; see *Peter Georg Picht,* in: *Ulrich Immenga/Ernst-Joachim Mestmäcker (Hrsg.), Wettbewerbsrecht, Band 1, Kommentar zum Europäischen Kartellrecht, 7. Aufl. 2025, VO (EU) 2022/1925, Art. 9 Rn. 1 ff., Art. 10 Rn. 1 ff.*

[16] Art. 11 DMA.

[17] *Report from the Commission* to the Council and the European Parliament of 25.04.2025, N 5.

1.2 Relevance of the Analysis

Such far-reaching EU regulations can have a considerable impact on other economies and legal systems, a phenomenon often referred to as the "Brussels Effect."[18] To gauge the DMA's Brussels Effects, it is key to assess whether the gatekeepers voluntarily comply with the DMA conduct obligations outside the EU (hereinafter: "compliance extension"), even though the law, in principle, only applies within EU territory.[19]

Beyond the question of compliance extensions by the companies themselves, a recent Australian antitrust case brought by Epic Games against Apple and Google demonstrates that the DMA is also influencing judicial reasoning outside the EU.[20] The Australian court ruled against both tech giants, which are designated as gatekeepers under the DMA, stating that they had abused their market power and breached antitrust provisions. Notably, the presiding judge stated that the DMA is relevant for this judgment, since it gives a real-life example of "technical, security and commercial questions in a decentralized approach."[21] He also agreed with Epic's argument that Apple's response to the DMA in Europe exemplifies a market without Apple's anti-competitive conduct.[22]

1.3 Methodology and Its Limitations

Since the publication of our interim results, in which we mainly focused on the gatekeepers' general terms and conditions (T&Cs), we analyzed – also with the help of AI[23] – additional types of gatekeeper communications, because not all gatekeeper compliance measures were effectively reflected in the their T&Cs. For example, many measures were only mentioned in blogs, help pages, or other more informal communications. Besides such communications, the gatekeepers' transparency reports pursuant to Art. 11 para. 2 DMA convey the most comprehensive information on their DMA implementations. While the first iteration of these reports, for the year 2024, was still very brief in some cases (especially for Apple and Amazon), the vast majority of gatekeepers have by now published comprehensive transparency reports in which they describe their implementation of the individual DMA provisions; including their

[18] *Anu Bradford*: The Brussels Effect: How the European Union Rules the World, New York 2020; *Christian Peukert/Stefan Bechtold/Michail Batikas/Tobias Kretschmer*: Regulatory Spillovers and Data Governance: Evidence from the GDPR, Marketing Science 41/2022, p. 746 et seq.

[19] Art. 1(2) DMA.

[20] Federal Court of Australia, Epic Games, Inc v Apple Inc (2025) FCA 900, <https://jade.io/article/1152538?at.hl=epic+games>; Federal Court of Australia, Epic Games, Inc v Google LLC (2025) FCA 901, <https://jade.io/article/1153694?at.hl=epic+games+google+2025>.

[21] Federal Court of Australia, Epic Games, Inc v Apple Inc (2025) FCA 900, https://jade.io/article/1152538?at.hl=epic+games, recital 5400.

[22] Federal Court of Australia, Epic Games, Inc v Apple Inc (2025) FCA 900, https://jade.io/article/1152538?at.hl=epic+games, recital 5402.

[23] We have leveraged various AI-supported tools to facilitate our research: transparency reports were analyzed and summarized using Claude 3.7 Sonnet and Gemini 2.5 Pro (preview). Additionally, we used the deep research function of Gemini 2.5 Pro (preview) to generate an overview of the Commission's ongoing and completed DMA procedures. We subsequently manually verified the correctness of all results.

respective geographical scope.[24] Insofar as the 2025 transparency reports did not contain significant additions, however, our analysis is based on the 2024 transparency reports.

Our general approach and results entail some limitations. Certain statements in the transparency reports may not accurately convey the true status of DMA implementation and compliance extensions. While we have checked the actual implementation of some stated practices (see for example below 3.2), the gatekeepers' implementation measures are often complex and, as far as contractual implementation is concerned, spread across numerous, sometimes even contradictory (see below3) documents. Therefore, we cannot rule out the possibility that we may have misjudged individual compliance extensions.

Despite these limitations, our research offers what is probably the most comprehensive academic analysis of gatekeeper implementation and extension strategies to date. Nonetheless, the present paper does not pursue an encyclopedic approach; it instead presents specific key findings on compliance extensions. These are, in particular, the correlation between potentially non-compliant implementation and non-extension (2), the ambiguity or inconsistency of relevant gatekeeper communications (3), and the remarkable overall differences in gatekeeper compliance extension strategies (4). We conclude by summarizing and discussing our key findings (5).

[24] For an overview, see: *European Commission*, Compliance reports,<https://digital-markets-act-cases.ec.europa.eu/reports/compliance-reports>. Some of the latest versions of the transparency reports are not yet available on this page. The scope of Apple's transparency report, for example, has increased from 12 to 240 pages, see Apple Transparency Report 2024, <https://www.apple.com/legal/dma/NCS-October-2024.pdf>; *Apple* Transparency Report 2025, <https://www.apple.com/legal/dma/NCS-March-2025.pdf>.

2 Implementation Deficits and Non-Extensions

2.1 DMA-Enforcement Is a Challenging Endeavour

Anyone who had hoped, possibly even within the ranks of the European Commission, that gatekeeper compliance with the DMA would be a sure-fire success likely remains disappointed by the current state of implementation. Intense legal disputes have arisen over the designation of gatekeepers and their CPSs, as well as over the compatibility of specific implementation measures with the DMA.[25]

A detailed picture of such disputes is not the subject of this article. It should, nonetheless, be emphasized that the Commission has initiated a total of seven proceedings against Apple, Alphabet, and Meta since the DMA came into force. In the case of Apple, these are proceedings for (potential) violations of Art. 5 para. 4, Art. 6 para. 3, Art. 6 para. 4, and Art. 6 para. 7 DMA; in the case of Alphabet, these are proceedings for (potential) violations of Art. 5 para. 4 and Art. 6 para. 5 DMA. The Commission even issued its first fines in April of 2025: Apple was fined EUR 500 for failing to comply with Art. 5 para. 4 DMA.[26]

Meta was equally fined in 2025, at the amount of EUR 200 million for inadequate implementation of Art. 5 para. 2 DMA[27] in the context of the "pay-or-consent" system.[28] The company originally introduced the "pay-or-consent" system in 2023 in order to comply with a GDPR-based ruling by the ECJ[29] and, simultaneously, to implement Art. 5 para. 2 DMA. *Inter alia*, this provision prohibits gatekeepers from processing users' personal data for advertisement purposes (lit. a) or for merging it with other services (lit. b), unless users have been given a specific choice and have given their consent in the way defined by the GDPR (subpara. 1). According to the Commission, the conditions of "specific choice" and "consent" are distinct legal notions.[30] Unlike consent, the notion of "specific choice" is autonomous to the DMA and does not correspond to a definition in the GDPR, according to the Commission.[31] Meta disagrees with this interpretation, arguing that Art. 5 para. 2 DMA only contains the condition of

[25] See the following procedures for classification as gatekeepers: Commission Decision of 05.09.2023, DMA.100040 ByteDance - Online social networking services; Commission Decision of 05.09.2023, DMA.100018 Amazon - online intermediation services - marketplaces; DMA.100016 Amazon - online advertising services; see the following press release of 23.04.2025 for the compatibility of implementation measures already taken: *European Commission*,<https://ec.europa.eu/commission/presscorner/detail/de/ip_25_1085>.

[26] Press release of 23.04.2025, *European Commission* (footnote 26). This "anti-steering" provision ensures that commercial users of CPSs are able to seek transactions with their end customers not only via the respective CPS and under the conditions set by them - often influenced by the gatekeeper - but also via other channels and on other conditions.

[27] Art. 5 para. 2 DMA prohibits, in summary, the merging of user data across different gatekeeper services (including non-CPS).

[28] Press release of 23.04.2025, *European Commission* (footnote 26).

[29] ECJ of July 4, 2023, C-252/21.

[30] CASE DMA.100055 – Meta - Article 5(2), April 23, 2025, para. 33, 103.

[31] CASE DMA.100055 – Meta - Article 5(2), April 23, 2025, para. 103.

"consent" as defined in the GDPR.[32] If a user refuses their consent, they must be offered a less personalized but equivalent, less "data-intensive" alternative.[33]

The alternatives designed by Meta stipulated that the user must either agree to personalized advertising or pay a monthly fee in order to use the platform ad-free.[34] In the view of the Commission, and of many stakeholders,[35] this approach did not meet the requirements of the DMA, at least originally, as there was no equivalence between the two alternatives.[36] This was mainly because the conditions of access were not the same if a fee is due in one case and the user merely clicks "I consent" in the other.[37] Hence, there existed no truly voluntary user decision as to whether or not personal data may be merged.[38] Meta also argued that an appropriate fee may be charged if consent is not given, based on the CJEU's judgement in the case of "Meta and Others vs. Bundeskartellamt."[39] However, the Commission dismissed these arguments, stating that the scope of the CJEU's judgment is limited to the interpretation of the GDPR and does not extend to the DMA.[40]

The Commission is currently examining whether a new version of the "pay-or-consent" system, which was further developed in consultation with Meta, will remedy the shortcomings.[41] While this new version is explicitly not part of the Commission's decision,[42] the Commission does provide reasons for why this version may also be deemed non-compliant with the DMA.[43]

Furthermore, the most prominent enforcement proceedings against Apple to date concern the "anti-steering" provision in Art. 5 para. 4 DMA.[44] This provision allows app developers to inform their customers free of charge about alternative offers, including outside of the app store. After opening proceedings against Apple at the beginning of 2024, the Commission now argues in its non-compliance decision that Apple is implementing these obligations inadequately by making it difficult for developers to draw attention to other distribution channels

[32] CASE DMA.100055 – Meta - Article 5(2), April 23, 2025, para. 45.
[33] See Recital 37 DMA.
[34] See press release of July 1, 2024, *European Commission*, <https://ec.europa.eu/commission/presscorner/detail/de/ip_24_3582>.
[35] See, for example, the criticism from the European Consumer Organization (BEUC) and the NGO association European Digital Rights (EDRi); *EDRi's 2024 in Review*, January 15, 2025, <https://edri.org/our-work/edris-2024-in-review/>.
[36] Press release of 23.04.2025, *European Commission* (footnote 26).
[37] CASE DMA.100055 – Meta - Article 5(2), April 23, 2025, para. 89 et seq.
[38] Press release of 23.04.2025, *European Commission* (footnote 26).
[39] CASE C-252/21 - Meta Platforms and Others vs. Bundeskartellamt, July 4, 2023, para. 150.
[40] CASE DMA.100055 – Meta - Article 5(2), April 23, 2025, para. 102.
[41] Ibid.
[42] CASE DMA.100055 – Meta - Article 5(2), April 23, 2025, para. 370.
[43] CASE DMA.100055 – Meta - Article 5(2), April 23, 2025, para. 373.
[44] Press release of 23.04.2025, *European Commission* (footnote 26).

outside the App Store.[45] The Commission also criticized the amount of the customer acquisition fee charged by Apple.[46] Apple was urged to lift the steering restrictions and refrain from further infringements.[47]

The initial gatekeeper implementation measures and the legal disputes surrounding them have been accompanied by strong criticism from other stakeholders, particularly competitors. For example, during the Apple proceedings described above, 34 European companies and associations expressed their displeasure at Apple's implementation in an open letter to the Commission.[48]

The criticism of inadequate DMA compliance does not end with companies and DMA provisions that are already the subject of non-compliance proceedings by the Commission. For example, the German Hotel Association accuses the gatekeeper Booking of violating Art. 5 para. 3, Art. 6 para. 5, and Art. 6 para. 10 DMA. Booking is mainly criticized for allegedly circumventing the ban on parity clauses by exerting pressure on hotels through price undercutting.[49]

Moreover, the European Consumer Organization (BEUC) criticizes Alphabet, Amazon, Apple, Bytedance, Meta, and Microsoft for their respective implementation of the DMA. *Inter alia*, the companies are said to be using so-called "dark patterns" in their selection screens, failing to meet interoperability requirements, and restricting freedom of choice in default settings.[50]

2.2 Hardly Any Compliance Extensions for Contested Implementations

This implementation-enforcement-situation relates to an interesting pattern in the mosaic of gatekeeper compliance extensions: It is precisely the conduct obligations that the Commission and critical stakeholders consider to be insufficiently implemented for the EU which also experience reticence in terms of their compliance extension. The gatekeepers tend not to extend any implementation measures affected by EU Commission proceedings to users outside the EEA.[51]

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[45] *D. Imwinkelried*, NZZ of 24.04.2025, "EU büsst Apple und Meta mit 700 Millionen Euro", <https://nzz.genios.de/document/NZZ__050897df5014270fbb388441735c1aebb02d1673>.

[46] Commission Decision of 23.04.2025, DMA.100109 - Apple - Online Intermediation Services - app stores - AppStore - Art. 5(4), p. 32 et seq.

[47] Press release of 23.04.2025, *European Commission* (footnote 26).

[48] *Spotify*, A Letter to the European Commission on Apple's Lack of DMA Compliance, <https://newsroom.spotify.com/2024-03-01/a-letter-to-the-european-commission-on-apples-lack-of-dma-compliance/>.

[49] Press release dated 26.11.2024, *German Hotel Association* <https://www.hotellerie.de/fileadmin/user_upload/Dokumente/Pressemitteilungen/PM_2024-11-25_Booking.com_verstoesst_gegen_DMA-Vorschriften_.pdf>

[50] Implementation by Meta, Apple, Google, Amazon, ByteDance and Microsoft of their obligations under the Digital Markets Act*, BEUC analysis of non-compliance (2024)* <BEUC-X-2024-062_Summary-non-compliance-reports-gatekeepers.pdf>.

[51] See, for example, for the implementation of Art. 5(4) DMA by Apple: *Apple* Transparency Report 2025 (footnote 21), p. 57; for the implementation of Art. 6(5) DMA by Alphabet: *Alphabet* Transparency Report 2024, p. 187 <https://perma.cc/9D95-ZMDF>. Alphabet's transparency report from 2024 is no longer available online, which is why we have uploaded the transparency report as an archive page with perma.cc.

This applies, for instance, to Art. 6 para. 5 DMA, according to which gatekeepers may not self-preference their own services over those of third parties in search results rankings. The Commission has already initiated proceedings against Alphabet[52] in this regard and is conducting preliminary investigations against Amazon[53]. Both gatekeepers do not extend the implementation of this conduct obligation beyond the EEA.[54]

However, Meta's "pay-or-consent" system is a notable exception to this pattern, as the company extends it to Switzerland for Facebook and Instagram. This can be explained as part of the corporate strategy of extending conformity to Switzerland for almost all conduct obligations (see below 4.2).[55]

The above finding do not imply that gatekeepers do not extend compliance beyond the EEA *at all*. Apple and Alphabet, for example, extend implementation measures concerning the collection and processing of data worldwide. At least a limited willingness to extend compliance can be observed for data portability (Art. 6 para. 9 DMA)[56] and the sharing of data with business users of CPS (Art. 6 para. 10 DMA).[57]

2.3 Gatekeepers Only Extend "Harmless" Provisions?

A simple, one-dimensional explanation for the complex compliance extension landscape would likely fall short. Lacking knowledge of the gatekeepers' internal considerations or their detailed economic figures for their CPSs, it is reasonable to assume that gatekeepers prefer not to extend conduct obligations that strongly affect highly profitable or strategically important CPSs. We can, therefore, expect to observe two related phenomena: conduct obligations perceived as "painful" are implemented as minimally as possible, not only in terms of content but also in terms of territorial scope. On the other hand, there should be a (limited)

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[52] Press release from 25.03.2024, *European Commission*, <https://ec.europa.eu/commission/presscorner/detail/de/ip_25_811>.

[53] Press release from 25.03.2024, *European Commission*, <https://digital-markets-act.ec.europa.eu/commission-opens-non-compliance-investigations-against-alphabet-apple-and-meta-under-digital-markets-2024-03-25_en?prefLang=de&etrans=de>. Amazon itself takes the position that it already complies with the standard and that no further measures are required, see *Amazon* Transparency Report 2024, p. 17, <https://assets.aboutamazon.com/a8/33/e931dab5407bae69a8f21b31d2ad/amazon-dma-compliance-report.pdf>. In the most recent transparency report, Amazon does not even mention its implementation of Art. 6 para. 5 DMA, see *Amazon* Transparency Report 2025, <https://assets.aboutamazon.com/4a/61/7e24a2cb48e785ba58c428cf32a7/amazon-compliance-report-2025.pdf>.

[54] *Alphabet* Transparency Report 2024, p. 187 (footnote 44); Amazon basically only extends all standards to the EU (see below3.2), whereby Art. 6 para. 5 is not explicitly mentioned in the Transparency Report 2025 (footnote 46).

[55] See *Meta* Transparency Report 2024, <https://transparency.meta.com/reports/regulatory-transparency-reports/>; for criticism of the "Pay and Consent Model" see Chapter 2.1.

[56] *Alphabet* Transparency Report 2025, p. 31, <https://storage.googleapis.com/transparencyreport/report-downloads/pdf-report-bb_2024-3-7_2025-3-6_en_v1.pdf> . However, the restriction applies that only users from the EEA, *the* UK and Switzerland may effectively port their data to other companies: "*The New Features are available for end users in all EEA countries, the UK, and Switzerland to port their relevant data to developers. Additionally, they are available for authorized third parties globally.*".

[57] *Alphabet* Transparency Report 2025, p. 74 (footnote 48).

willingness to extend compliance for obligations that gatekeepers perceive as relatively "harmless."

Our data generally corroborates our hypothesis. For Apple's and Google's app stores, for example, there is no evidence of compliance extension. As the stores generate huge revenues,[58] the gatekeepers seem to minimize any measures opening up their app store ecosystems, including via aggressive communications against the DMA.[59] The Commission's enforcement focus on app stores (three of the seven proceedings to date) further highlights their economic relevance. The same can be said for the alleged self-preferencing practices of Google Search and Amazon (see above 2.2).

Conversely, Alphabet emphasizes that the obligations under Art. 6 para. 9 and 10 DMA had already been largely implemented before the introduction of the DMA.[60] Complying with and extending[61] these provisions therefore likely does not entail significant additional investments or downsides for the company. Accordingly, the implementation of these conduct obligations has seemingly not attracted prominent criticism yet. Another example is Microsoft's implementation of Art. 6 para. 3 DMA: While *Edge* and *Bing* can only be uninstalled in the EEA and Switzerland, which is in line with Microsoft's general extension strategy (see below 4.2), the *Camera* and *Photos* apps can now be uninstalled worldwide.[62] Uninstalling the *Camera* app is unlikely to have the same economic significance for Microsoft as uninstalling *Edge* or *Bing*.[63]

3 Contradictory Communication of Extension Strategies

In contrast to these cases of clearly disclosed (non-)extension, it often remains unclear from the complex communications of the gatekeepers whether the respective CPS is *actually* extending compliance. For instance, our interim findings had already shown that LinkedIn contradictorily declared the dispute resolution mechanism pursuant to Art. 6 para. 12 DMA to be applicable in Switzerland in one passage of its transparency report, and not to be applicable

[58] See, for example, *Gene Munster*: Apple's App Store Is an Important Part of Its Profitability - And It's Not Changing, <https://deepwatermgmt.com/apples-app-store-is-an-important-part-of-its-profitability-and-its-not-changing/> : USD 27 billion revenue from the App Store in 2022.

[59] See, for example, Apple's statements on the need for an integrative approach to App Store ecosystems and the risks posed by apps downloaded outside the App Store. *Apple* Transparency Report of March 7, 2024, p. 1, <https://www.apple.com/legal/dma/dma-ncs.pdf>.

[60] *Alphabet* Transparency Report 2025, p. 21 and 37 (footnote 48).

[61] *Alphabet* Transparency Report 2025, p. 31 and 74 (footnote 48).

[62] *Microsoft Windows* Transparency Report 2025, p. 73 and 86, <https://www.microsoft.com/en-us/legal/compliance/dmacompliance>.

[63] The importance of "Edge" and "Bing" can be demonstrated, *inter alia*, by the fact that Microsoft recently advertised both services prominently as "AI-Powered". See here: *Microsoft*:<https://www.microsoft.com/en-us/edge/features/ai?form=MA13FJ>; *Microsoft*: <https://www.microsoft.com/en-us/bing?form=MA13QZ&cs=578062562>.

in another.[64] LinkedIn's help page still incorrectly states that the DMA applies "in the European Economic Area and in Switzerland."[65] In the following, we describe two further examples of such contradictory communication practices.

3.1 Interoperability – WhatsApp

The interoperability provisions of the DMA seem to be perceived as particularly cumbersome to implement and extend by the gatekeepers. The Commission had high hopes for interoperable ecosystems and stated in the context of Art. 6 Para. 7 DMA (vertical interoperability): "*This obligation is intended to increase the incentives to innovate and improve products and services for the business users and their customers as well as the gatekeeper itself, and thus positively affect the innovation potential of the wider online platform economy in the EU.*"[66] Nonetheless, inadequate implementation has now prompted the Commission to initiate two specification proceedings against Apple pursuant to Art. 8 para. 2 DMA[67] and to take concrete measures in the meantime.[68]

When it comes to vertical interoperability, Apple did not extend of its implementation for the iOS operating system beyond the EU.[69] Microsoft, on the other hand, extended individual implementation measures in connection with Art. 6 para. 7 DMA for Windows outside the EEA to "*most regions of the world.*"[70]

By introducing horizontal interoperability for messenger services such as WhatsApp (Art. 7 DMA), the EU hoped to lower barriers to entry for alternative providers and switching costs for users.[71] However, the effective implementation of horizontal interoperability is highly contested. The BEUC criticized Meta's services (included WhatsApp, the world's most widely used messenger service with around two billion monthly active users):[72] *"Meta's user interface*

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[64] *Peter Georg Picht/Luka Nenadic/Octavia Barnes/Nicolas Eschenbaum/Yannick Kuster* (footnote 19), p. 3 et seq., p. 12.

[65] *LinkedIn*: Help page, Digital Markets Act (GDM), <https://www.linkedin.com/help/linkedin/answer/a6215608?lang=de-DE>.

[66] *Commission*: Interoperability (Questions and Answers), <https://digital-markets-act.ec.europa.eu/questions-and-answers/interoperability_en>.

[67] Press release of 19.09.2024, *European Commission*, <https://ec.europa.eu/commission/presscorner/detail/en/ip_24_4761>.

[68] Press release of 20.03.2025, *European Commission*, <https://germany.representation.ec.europa.eu/news/apple-eu-kommission-legt-massnahmen-fur-mehr-interoperabilitat-fest-2025-03-20_de>.

[69] *Apple* Transparency Report 2025 (footnote 21), p. 161.

[70] *Microsoft Windows* Transparency Report 2025, p. 125 (footnote 55): "*Prior to the entry into force of the DMA, Microsoft Edge relied upon a slightly different mechanism to set itself as the default on Windows PCs, but it no longer does so in most regions of the world, including the EEA. The extensibility of the Windows 10 and 11 Search Box was added because of the DMA and is offered only in the EEA. Outside of the EEA, users may freely install and use third-party search applications on Windows but only Microsoft Bing may be accessed through the Windows 10 and 11 Search Box. The extensibility of the Windows 11 feeds in the Widgets Board was added because of the DMA and is offered only in the EEA. Outside of the EEA, widgets are extensible, but feeds are not.*"

[71] Rec. 64 DMA.

[72] *Fabio Duarte*: Most Popular Messaging Apps (2025), <https://explodingtopics.com/blog/messaging-apps-stats>.

plans for enabling consumers to communicate with users across WhatsApp/Messenger and other instant messaging services appear likely to undermine effective interoperability."[73]

Meta's latest transparency report appears to limit the geographic scope of interoperability measures to the EEA: "*Meta's Interoperability Solutions are available to third-party providers of [Number-Independent Interpersonal Communication Services] that offer end-to-end messaging between two individual end users in the EEA. [...] Once approved, a Potential Partner will then be able to make available the WhatsApp Interoperability Solution[...] to its end users in the EEA on both Android and iOS platforms.*"[74] This assessment is reinforced by their *Reference Offer* to third-party providers who want to interoperate with WhatsApp: Third-party providers ("Partners") can only offer interoperability to users in the EEA ("Partner Users"): "*Any Partner Users that Partner Enlists or provides access to the Interoperable Messaging Services must be located and remain in the EEA.*"[75]

However, WhatsApp has also published a notice with the following content: "[...] *we will provide WhatsApp users in the European Region with the option to send messages from WhatsApp to supported third party messaging service apps.*"[76] According to WhatsApp's help page, Switzerland is part of the "European Region."[77] The resulting approach appears contradictory: while Swiss users are promised interoperability due to being part of the "*European Region*," third-party providers interested in offering interoperability cannot do so for their services. Interestingly, we could not identify a corresponding notice for users of Meta's other designated CPS, Facebook Messenger.

At the same time, a glance at Meta's competitors reveals how rash verdicts on the DMA's implementation and extension situation can go wrong: the non-gatekeepers Threema and Signal do not even want to interoperate with WhatsApp, citing concerns over security and privacy for their users.[78]

3.2 Amazon: Alleged Non-Extension and *De Facto* Extension

With an annual turnover of more than USD 600 billion (including over USD 40 billion just in Germany), Amazon is one of the largest online retailers worldwide.[79] In its 2024 Transparency

[73] Implementation by Meta, Apple, Google, Amazon, ByteDance and Microsoft of their obligations under the Digital Markets Act, *BEUC analysis of non-compliance (2024)*, p. 1 (footnote 40).
[74] *Meta* Transparency Report 2025, p. 56.<https://transparency.meta.com/reports/regulatory-transparency-reports/>, emphasis added.
[75] *Meta*, Messaging Interoperability, p. 27,<https://developers.facebook.com/m/messaging-interoperability/>, emphasis added; "Enlist" means "the process of enrolling a Partner User to the WhatsApp Infrastructure through the "Enlistment (Registration) API", as defined in the Developer Documentation.", p. 23.
[76] *Meta*: What this Notice is about. < https://www.whatsapp.com/legal/dma-notice-non-users>. Emphasis added.
[77] *WhatsApp*: Who is providing your WhatsApp services. <https://faq.whatsapp.com/523679699550284/F>.
[78] *Bolker Briegleb*: Whatsapp must open up: Threema and Signal wave goodbye, Heise online article from February 22, 2024, <https://www.heise.de/news/Whatsapp-muss-sich-oeffnen-Threema-und-Signal-winken-ab-9636224.html>.
[79] *Amazon* Annual Report 2024, p. 67,<https://d18rn0p25nwr6d.cloudfront.net/CIK-0001018724/e42c2068-bad5-4ab6-ae57-36ff8b2aeffd.pdf>

Report, Amazon did not specifically describe the geographical scope of its DMA implementation measures.[80] The gatekeeper merely used general phrasing such as "*for our EU customers*" or "*is available in the following stores*" in the transparency report and in some blog posts.[81] In stark contrast, Amazon's detailed transparency report from 2025[82] is 178 pages long and thoroughly based on the Commission's model document.[83] The new transparency report explicitly lists the geographical scope of implementation for each DMA provision.[84] Amazon's standard wording is: "*Amazon has implemented the measures to comply with Article X(Y) in the EU.*"[85]

Nonetheless, it remains unclear whether the implementation includes only customers with an IP address in the EU or whether it applies to all *EU stores*. The latter would mean that non-EU customers also benefit from Amazon's implementation of the DMA if they shop in an EU store such as "amazon.de." This can be verified empirically for Art. 5 para. 2 DMA: when customers visit, for example, the German Amazon store with a Swiss delivery and IP address, they can see that Amazon's implementation of the restrictions on user data merging and other processing in accordance with Art. 5 para. 2 DMA also apply to them (see Figure 1).

[80] *Amazon* Transparency Report 2024 (footnote 46).
[81] *Amazon* Transparency Report 2024, p. 9 (footnote 46); Amazon Seller Central,<https://sellercentral.amazon.de/help/hub/reference/external/GL89NDA4FGMBFW7C?locale=en-US>.
[82] Ibid; *Amazon* Transparency Report 2025 (footnote 46).
[83] The first transparency report appeared more "brochure-like", see SCiDA, 11.03.2025,<https://scidaproject.com/2025/03/11/one-year-of-dma-compliance-time-to-grade-the-homework/>.
[84] *Amazon* Transparency Report 2025 (footnote 46).
[85] See, e.g., *Amazon* Transparency Report 2025, p. 13 (footnote 46). Emphasis added.

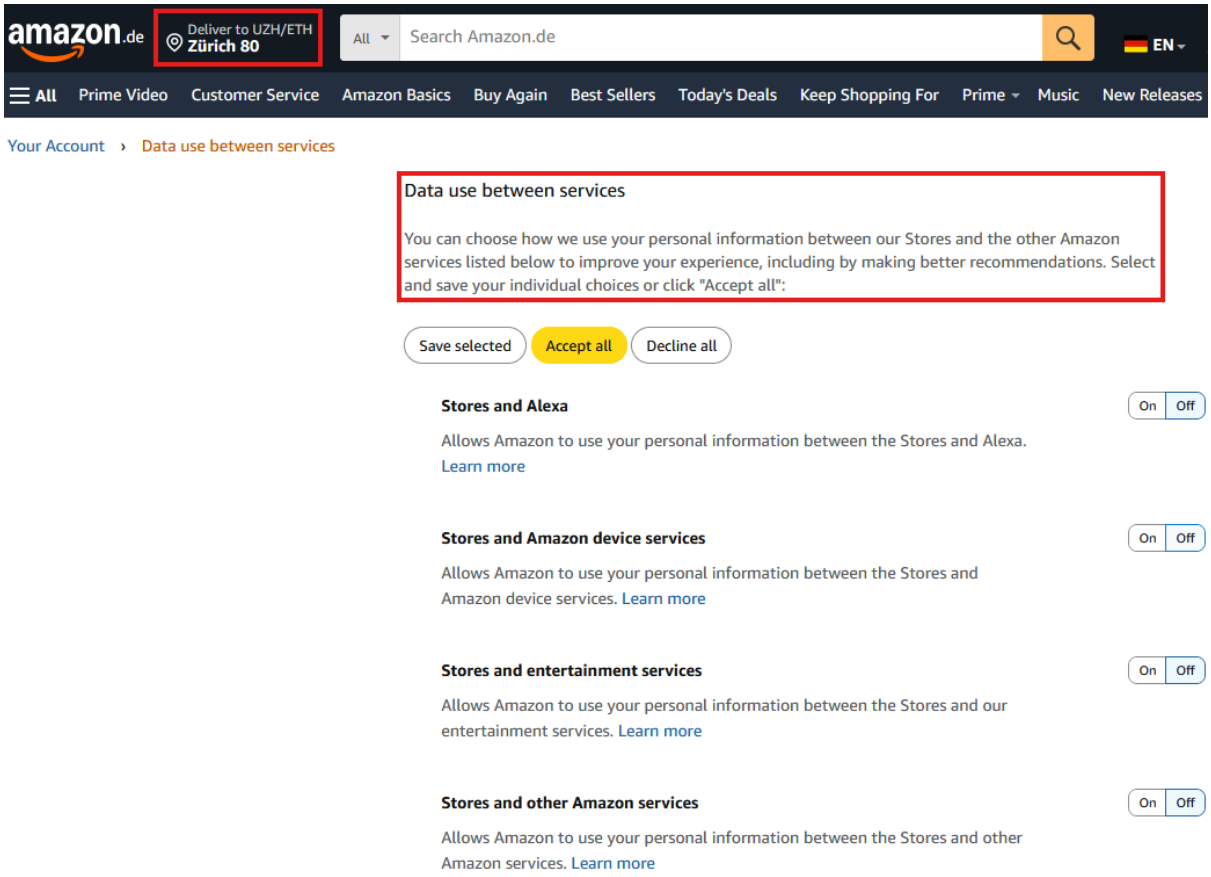

Figure 1: Amazon's implementation of Art. 5 para. 2 DMA (also) for customers with a Swiss IP and delivery address (red outlines added)

Therefore, we hypothesize that Amazon implements the conduct obligations under Art. 5 para. 2 DMA not at the EU user level, but for all *EU stores*, even if they are visited by users outside the EU. This constitutes a compliance extension, because the DMA's territorial scope set forth in Art. 1 para. 2 DMA would only oblige Amazon to implement the act insofar as Amazon provides a CPS to "end users established or located in the Union."

3.3 Convoluted Communications

The previous examples have already illustrated a high degree of complexity in the gatekeepers' communication strategies. The variety of channels through which implementations of the DMA are communicated range from formal T&Cs and transparency reports to informal blog posts and help pages. Even when these different channels do not make contradictory statements, they often impede user understanding.

One example of this complexity from the perspective of business customers is the coexistence of old and new T&Cs for Apple developers, as further described in our interim results.[86] De-

[86] See *Peter Georg Picht/Luka Nenadic/Octavia Barnes/Nicolas Eschenbaum/Yannick Kuster* (footnote 19), p. 3 et seq., p. 6.

velopers have to decide whether they want to accept two attachments to the "Apple Developer Program License Agreement"[87] jointly, individually, or not at all. Another example is the Instagram dispute resolution mechanism pursuant to Art. 6 para. 12 DMA. The information on the mechanism is scattered across four webpages: two help pages that describe the mechanism in broad terms,[88] a help page on the "*European Region*," which describes the geographical scope of the mechanism,[89] and a page for "*persons with an active, professional Instagram account [...] used for business purposes in the EU, EEA or Switzerland*" to assert their "*legal claims*" under the DMA.[90]

3.4 Confusion or Strategic Ambiguity?

These complex and sometimes even contradictory communications beg the question of whether gatekeepers are just overwhelmed by the complexity of the DMA and their own implementation strategies or whether they engage in a form of strategic ambiguity?[91] In light of the extensive legal and communication resources available to the gatekeepers, it can at least be assumed that the longer a contradictory or unclear communication remains in place after the DMA's entry into force, the more likely it constitutes strategic ambiguity. More than a year after the DMA's entry into force, "teething troubles" justifications are becoming increasingly less plausible.

From another angle, it is as yet largely unclear whether and to what extent users could derive specific claims against the gatekeepers based on communications that are more favorable to them. The answer may also depend on the legal nature of the respective communication and its (hierarchical) interaction with complementary statements.

4 The Gatekeepers' Diverging Extension Strategies

Overall, our results demonstrate differentiated gatekeeper compliance extension strategies. Notwithstanding specif exceptions, two groups of gatekeepers emerge: While Apple, Google, and Booking[92] generally limit their implementation measures to the EU (Apple) or the EEA

[87] *Apple*: Apple Developer Program License Agreement,<https://developer.apple.com/support/terms/apple-developer-program-license-agreement/>.

[88] *Instagram*: DMA Alternative Dispute Settlement Mechanism Notice, <https://help.instagram.com/311699348448951?cms_id=311699348448951>; *Instagram*: How to contact Instagram about your rights as a business user under Article 6(12) of the European Union Digital Markets Act,<https://help.instagram.com/1566060680809187?helpref=faq_content&cms_id=1566060680809187> . The content of the second page appears as "*not available in your region*" both with a Swiss IP address and with a German VPN. This could be another contradiction or simply a temporary technical issue.

[89] *Instagram*: What is the European Region? <https://help.instagram.com/1786494975158796>.

[90] *Instagram*: Submit a legal dispute under the EU Digital Markets Act, <https://help.instagram.com/contact/268356576288218>,

[91] Our first article already raised the related question of whether *complex* implementation strategies of gatekeepers are intended to make it more difficult for users to assert their rights: *Peter Georg Picht/Luka Nenadic/Octavia Barnes/Nicolas Eschenbaum/Yannick Kuster* (footnote 19), p. 3 et seq., p. 13.

[92] The Dutch travel platform Booking does not extend compliance beyond the EEA; *Booking* Transparency Report 2024, p. 2, <https://www.bookingholdings.com/wp-content/uploads/2024/11/DMA-Compliance-Report.pdf> :

(Google and Booking), Microsoft, Meta, and ByteDance have chosen to include Switzerland in their implementation strategies.[93] In other words, no gatekeeper has opted to globally implement the DMA.

4.1 Apple and Alphabet: Restrictive Extension Practices

Apple has been very vocal about criticizing the DMA[94] and has, perhaps therefore, been very restrictive in implementing its provisions outside the EU. Nonetheless, the gatekeeper makes exceptions to its restrictive compliance extension strategy.[95] These include, as already mentioned, the mostly global implementations of Art. 5 para. 2 (restrictions on data combinations), Art. 6 para. 2 (use of non-public data), Art. 6 para. 9 (data portability, whereby in some cases this only extends to the UK),[96] and Art. 6 para. 10 DMA (data access).[97]

Alphabet's compliance extension strategy follows a remarkably similar pattern: Measures implementing Art. 6 para. 2, Art. 6 para. 9 and Art. 6 para. 10 DMA are largely extended worldwide, while all other provisions are only implemented in the EEA.[98] Furthermore, Alphabet extends measures relating to the consent of third-party advertising partners (Art. 5 para. 2 DMA) *prima facie* only to the EEA, or the EEA and the United Kingdom.[99] However, the 2024 Transparency Report refers to the Google Directive on User Consent in the EU.[100] This directive has extended its scope of application to Switzerland since July 2024, although this is not mentioned in the 2024 and 2025 transparency reports.[101] The measures implementing Art. 5 para. 2 DMA should, therefore, also extend to Switzerland, as in the case of Apple. This

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"*To comply with the DMA […], we made meaningful changes to our business practices in the European Economic Area ("EEA").*" However, Booking cannot consistently maintain its non-extension course, at least not for Switzerland: the removal of parity clauses from Booking's contracts with accommodation providers, as required by Art. 5 para. 3 DMA, had indeed already been mandated by Swiss competition law since December 2022; Art. 8a Federal Act on Unfair Competition of 19 December 1986 (SR 241); see also *Picht*, sic! 2023, 686. As Booking was designated later than all other gatekeepers, it remains, furthermore, quite conceivable that the gatekeeper will still be adjusting its strategy during the early implementation phase; cf. on the designation Commission, CASE DMA. 100019 Booking - Online intermediation services, <https://ec.europa.eu/competition/digital_markets_act/cases/202442/DMA_100019_191.pdf>.

[93] For the "special case" of Amazon, see chapter 3.2.

[94] See, e.g., Apple Transparency Report 2024, p. 1 (footnote 26): "*We strive to earn users' trust by promptly resolving issues with apps, purchases, or web browsing through App Review, AppleCare customer support, and more. The DMA requires changes to this system that bring greater risks to users and developers.*"

[95] See *Apple* Transparency Report 2025 (footnote 21). See also *Peter Georg Picht/Luka Nenadic/Octavia Barnes/Nicolas Eschenbaum/Yannick Kuster* (footnote 19), p. 3, on restrictive tendencies, for example regarding the fee-based offer of alternative, more favorable terms and conditions to software developers.

[96] *Apple* Transparency Report 2025 (footnote 21), p. 183, according to which only users in the EU and the UK can access their data via the "Data and Privacy Page", while the option to change browsers is offered worldwide.

[97] *Apple* Transparency Report 2025 (footnote 21), p. 30, 100, 183, 202.

[98] *Alphabet* Transparency Report 2024, p. 21, 35, 66 (footnote 44).

[99] *Alphabet* Transparency Report 2024, p. 15 (footnote 44).

[100] Ibid.

[101] EU User Consent Directive,<https://www.google.com/about/company/user-consent-policy/>; Help - EU User Consent Directive,<https://www.google.com/intl/de/about/company/user-consent-policy-help/>; *Alphabet* Transparency Report 2025 (footnote 48).

constitutes another example of complex or even contradictory communications on the part of the gatekeepers (see above 3).

Importantly, both Apple and Amazon thus tend to exclusively extend compliance for provisions related to data access and processing, where there is a strong link to the GDPR. This connection is best illustrated by Art. 5 para. 2 DMA, a provision closely linked to ECJ case law on the interplay between competition law and the GDPR.[102] One possible explanation is that the risk of violating the GDPR, which may also protect users who access CPS from outside the EU, or similar privacy rules in other countries, may prompt gatekeepers to precautionary compliance extensions. A second explanation is that gatekeepers are likely to have already implemented privacy rules, which often closely resemble the GDPR, in many important regions. Having this in place, implementing adjacent data-related DMA provisions may not generate significant additional costs. Finally, the fact that privacy protection accounts for great advertising towards the user community could also play a significant role. In this context, Apple's privacy policy states: "*At Apple, we strongly believe in fundamental privacy rights — and that those fundamental rights should not differ depending on where you live in the world*."[103]

[102] ECJ of July 4, 2023, C-252/21.
[103] *Apple* Privacy Policy (Updated January 31, 2025), <https://www.apple.com/legal/privacy/en-ww/>.

4.2 Microsoft, Meta and ByteDance: Compliance Extension for Switzerland

Unlike the three gatekeepers just discussed, Microsoft, Meta, and ByteDance generally include Swiss users in their DMA implementation strategies. Microsoft goes even further than Meta by extending certain measures in accordance with Art. 6 para. 7 (vertical interoperability) for Windows[104] and Art. 6 para. 10 DMA (data portability) for LinkedIn[105] worldwide. However, there are also exceptions: Our interim findings already showed how Microsoft and Meta failed to extend the alternative dispute resolution mechanism under Art. 6 para. 12 DMA to Swiss business users.[106]

The situation is less clear for ByteDance, as the Chinese company does not describe the exact geographical scope of its implementation measures in its transparency reports. However, ByteDance offers uniform terms of use in the EEA, Switzerland and the UK.[107] The T&Cs for business use[108] and TikTok's privacy policy[109] have the same geographical scope. However, TikTok restricts the scope of the alternative dispute resolution mechanism pursuant to Art. 6 para. 12 DMA to the EEA, just like Microsoft and Meta.[110] Although third parties cannot (yet) retrieve data from Swiss citizens via the API for data portability requests pursuant to Art. 6 para. 9 DMA,[111] TikTok emphasizes that this is only the *current* status[112] and that the API has already been extended to the UK since it went live.[113]

Regarding Art. 5 para. 2 DMA, ByteDance argues that certain provisions do not apply to TikTok, as it was classified as a social network rather than an advertising service.[114] In fact, the EU Commission states that TikTok Ads must be considered separate from the TikTok social network.[115] ByteDance was thus able to prevent TikTok Ads from being designated as a CPS.[116]

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[104] See chapter 3.1.

[105] *LinkedIn* Transparency Report 2025, p. 193 et seq., <https://www.microsoft.com/en-us/legal/compliance/dmacompliance>.

[106] *Peter Georg Picht/Luka Nenadic/Octavia Barnes/Nicolas Eschenbaum/Yannick Kuster* (footnote 19), p. 3 et seq., p. 11 et seq.

[107] *TikTok*: Terms of Use of TikTok (For users residing in the European Economic Area, Switzerland and the United Kingdom), <https://www.tiktok.com/legal/page/eea/terms-of-service/de>.

[108] *TikTok*: Terms of Business or Commercial Use (For users residing or having their principal place of business in the European Economic Area, Switzerland or the United Kingdom and who use the platform for business purposes), <https://www.tiktok.com/legal/page/global/business-terms-eea/en>.

[109] *TikTok*: Privacy Policy, <https://www.tiktok.com/legal/page/eea/privacy-policy/de>.

[110] Art. 8 of the TikTok Terms of Use.

[111] *TikTok*: Data Portability API. < https://developers.tiktok.com/products/data-portability-api/>.

[112] Ibid.

[113] *TikTok* Transparency Report 2025, p. 26 (footnote 20), <https://sf16-va.tiktokcdn.com/obj/eden-va2/uhsllrta/DMA/2025%20DMA/Bytedance%20DMA%20Compliance%20Report%20Public%20Overview_2025.pdf>.

[114] *ByteDance* Transparency Report 2024, e.g. N 7,< https://sf16-va.tiktokcdn.com/obj/eden-va2/uhkklyeh7othpu/Bytedance%20DMA%20Compliance%20Report%20Public%20Overview.pdf>

[115] Commission Decision C(2024) 3153 final, Case DMA.100042 - ByteDance - Online advertising services, May 13, 2024, N 26.

[116] Commission Decision C(2024) 3153 final, Case DMA.100042 - ByteDance - Online advertising services, May 13, 2024, N 60 et seq., In application of Art. 3 para. 5 DMA, which allows a rebuttal of the presumption of Art. 3 para. 2 DMA.

However, ByteDance somewhat contradictorily argues that *advertising services* are an integral part of TikTok, likely in order to avoid the data combination prohibitions pursuant to Art. 5 para. 2 DMA that only apply between *separate* services.[117]

5 Concluding Remarks

Our analysis of the implementation and extension strategies for the DMA paints a multi-layered picture. This situation is still subject to change, so that generalizations must always be understood *cum grano salis.* Overall, however, it can be said that the DMA has merely sparked a limited and heterogenous "Brussels Effect." This stands in stark contrast to the GDPR, a true "export hit" of the EU.[118] To a certain extent, the spillover effect of the GDPR is further reinforced by the fact that data-related DMA obligations are among the conduct obligations most frequently extended by the gatekeepers (see above 4.1).

The selective extension of these data-related implementation measures, in contrast to the lack of compliance extension for contested provisions (see above 2), is also one of the indicators that the gatekeepers are likely strategic in their compliance extension practices. This finding is further supported by the definition of several geographical "implementation areas" (i.e., (i) EU, (ii) EEA, (iii) EEA including Switzerland and/or the United Kingdom, and (iv) worldwide), the diverging general extension strategies, and the accompanying communication structures.

One of our central hypotheses to explain the heterogenous extension practices is that the more economic or other types of disadvantages result from the implementation of a DMA conduct obligation, the less likely it is to be implemented beyond the EU. This theoretically plausible and empirically grounded hypothesis converges with the so-called "non-divisibility" condition of the "Brussels Effect" theory: Companies are expected to only implement EU rules worldwide if the advantages of a uniform standard outweigh the disadvantages of foregoing lower costs in less regulated markets.[119]

Analyzing the compliance extension strategies in more detail, and in particular how they evolve over time, may offer a rich field of activity not only for legal scholars but also for economists and computer scientists. Examining the background to DMA compliance extensions in more detail would also yield a better understanding of the gatekeepers' business models and internal technical structures. We hope our research stimulates such interdisciplinary dialog.

Gatekeeper actions are, however, unlikely to all be carefully orchestrated, and they should be given the benefit of the doubt. Implementing the DMA is a complex endeavor in which delays,

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[117] *ByteDance* Transparency Report 2024, p. 14 et seq. (footnote 109).

[118] See for example *Julie Brill*: Microsoft's commitment to GDPR, privacy and putting customers in control of their own data, in: Microsoft Blog, <https://blogs.microsoft.com/on-the-issues/2018/05/21/microsofts-commitment-to-gdpr-privacy-and-putting-customers-in-control-of-their-own-data/>; *David Ingram/Joseph Menn*: Exclusive - Facebook CEO stops short of extending European privacy globally, <https://www.reuters.com/article/us-facebook-ceo-privacy-exclusive/exclusive-facebook-ceo-stops-short-of-extending-european-privacy-globally-idUSKCN1HA2M1/>; *Apple*: Apple Privacy Policy (Updated January 31, 2025) (footnote 95).

[119] See *Anu* Bradford (footnote 17), p. 54.

mistakes, and changes of direction can reasonably occur. In this sense, the complex or even contradictory communications of gatekeepers should not all necessarily be perceived as a form of strategic ambiguity.

Contemplating the (lack of) compliance extensions is also worthwhile for the EU. These practices indicate how significant and burdensome gatekeepers consider specific DMA provisions to be. This includes the somewhat surprising finding that alternative dispute resolution mechanisms appear to be particularly undesirable.[120] Deficiencies in the structure and clarity of gatekeeper communications were identified regarding compliance extensions, but they can equally affect EU users. As one remedy, gatekeepers could be required to communicate the content and scope of their DMA implementation measures in clear and plain language, similar to the GDPR.[121] Knowledge of the status of compliance extensions also helps the EU with DMA-related dialog with other countries,[122] including the possible creation of a targeted, cooperative "Brussels Effect" through coordinated action with foreign legislators and regulators.

The adoption, implementation, enforcement, and compliance extension of the DMA, as well as potential legislative or enforcement reactions in neighboring jurisdictions form a collective learning process. This article hopes to contribute to this process.

[120] This could possibly be due to the fact that the transfer of decision-making powers to third parties and the associated loss of control over their own platform is a "thorn in the side" of the gatekeepers.
[121] See Art. 12 para. 1 GDPR.
[122] See also, for example, the current discussion about mirroring the DMA in the legal systems of non-EU EFTA states, <https://www.efta.int/eea-lex/32022r1925>.