



Consultation version of Guidelines for

Promoting a transparent and fair online platform economy for businesses



Two-pager: Guidelines for promoting a transparent and fair online platform economy for businesses

Online platforms and online search engines are important for the success of businesses.

The Platform-to-Business (P2B) Regulation ensures that businesses can make use of online platforms and online search engines to reach consumers in a competitive, fair and transparent online ecosystem. In these Guidelines on 'Promoting a transparent and fair online platform economy for businesses', ACM provides guidance in relation to various obligations arising from the P2B Regulation to providers of online platforms and online search engines in the interest of promoting compliance with those requirements.



What are the transparency requirements for you as an online platform about?

Periods

If you intend to change the general terms and conditions, you must notify business users of that intention at least 15 days in advance. Where you terminate the service, you must provide the respective business user, at least 30 days prior to the termination taking effect, with a statement of reasons for the termination.

Statement of reasons for restriction, suspension or termination of the service

You must set out in the general terms and conditions the grounds for the ability to suspend, restrict or terminate the service you provide to a business user. If you decide to restrict, suspend or terminate, you must give a statement of reasons for that decision. You must provide the business user with this statement of reasons on a durable medium, such as by email.

Unequal treatment

You must include in your terms and conditions a description of any type of unequal treatment (e.g. different treatment of your own products compared to the products of business users) which you give, or might give. In that description, you must also refer to the main considerations for the unequal treatment you give, or might give.

Restrictions to the use of different conditions on other distribution channels

If you impose restrictions in relation to the terms and conditions which business users may apply, beyond your online platform, when offering the same goods and services as on your online platform, you must set this out in your general terms and conditions, and state the grounds for those restrictions.

Main parameters for ranking

You must clearly indicate in the general terms and conditions how your ranking is determined. That means that you must set out the main parameters determining ranking, including the reasons for the relative importance of those main parameters as opposed to other parameters.



What are transparency requirements in publicly available descriptions for you as an online search engine about?

Unequal treatment

Every type of differentiated treatment which you give, or might give, must be described in the publicly available information.

Main parameters for ranking

You must set out the main parameters, which individually or collectively are most significant in determining ranking as well as the relative importance of those main parameters.

How can you ensure that you comply with the transparency requirements?

The following rules of thumb of ACM apply to the information which, in accordance with the P2B Regulation, must be given by providers of online platforms in the general terms and conditions and which must be made publicly available by providers of online search engines.



Ensure that the information is easily available

You should ensure that the information is easy to find, so that businesses are able to familiarize themselves with the general terms and conditions. As a provider of an online platform, you should ensure that the information is available in the pre-contractual stage, and therefore without the need to log in anywhere. Business users must be reasonably capable of maintaining an overview of all the general terms and conditions that apply to them. If you make changes to these terms and conditions, you should make the respective amendments available on a durable medium at least 15 days in advance, so that business users are able to easily save them. This period is an absolute minimum. If business users are required to make technical or commercial adaptations as a result of the changes, the period must be appropriately longer.



Ensure that the information is drafted in plain and intelligible language

You should ensure that the information is drafted in the language that is intelligible to businesses established in the Netherlands. You may in any event make the information available in Dutch or English.



Ensure that the information is specific and detailed

You should ensure that the information you give to businesses makes it clear and predictable how you will behave or might behave in specific situations. You must, for example, include in the general terms and conditions the grounds which can result in suspension, so that it is clear in advance to a business user that certain behaviour can result in suspension of an account.



Ensure that the information is complete

You should ensure that the information you give is complete. You should, for example, provide clear information on each type of unequal treatment to businesses using your service. As a provider of an online platform, you should ensure that the possible grounds for suspension, restriction and termination are set out in your general terms and conditions. Examples of suspension, restriction and termination are removing a product, temporarily or otherwise, closing an account, or terminating the entire contract.

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1 Introduction

1. Consumers frequently use online platforms and online search engines to search for and purchase goods and services. Both are important to the success of businesses, since these services serve as gateways to reaching consumers online. Businesses wishing to use online platforms and online search engines are subject to terms and conditions which are often unilaterally determined by the providers of online platforms and online search engines. These terms and conditions for example concern how the ranking mechanism of an online search engine works or the grounds on which a business's account may be terminated.
2. Various legislative measures have recently been adopted at European level aimed at regulating online platforms and the broader digital economy, of which the Platform-to-Business Regulation (hereafter: P2B Regulation) is an example.¹ Other European legislation includes the Digital Markets Act (hereafter: DMA)², which regulates the actions of large digital platforms that have a gatekeeper function, and the Digital Services Act (hereafter: DSA), which aims to create a safer digital space for consumers and companies.³
3. The P2B Regulation includes rules which ensure that businesses can make use of online platforms⁴ and online search engines to reach consumers in a competitive, fair and transparent online ecosystem. The P2B Regulation also has areas of overlap with existing regulations, which is enforced by the Netherlands Authority for Consumers and Markets (hereafter: ACM), such as consumer law⁵ and the Competition Act. Providers of online platforms and online search engines are required to comply with the rules laid down in the P2B Regulation with effect from July 12, 2020. Since that date, businesses may institute civil proceedings if they believe that a provider of an online platform or online search engine is not adhering to the rules laid down in the P2B Regulation.
4. In the Netherlands, the Minister of Economic Affairs and Climate Policy has prepared a bill in which ACM is designated as the authority responsible for enforcing compliance with the P2B Regulation. On August 17, 2022, the Dutch Council of State (*Raad van State*) issued its opinion on the bill to the Minister of Economic Affairs and Climate Policy.⁶ ACM conducted an exploratory study in preparation for this potential future task. In the market study, ACM examined how providers of online platforms and online search engines deal with the rules laid down in the P2B Regulation and whether there are any problems that may be encountered.
5. ACM believes that it is important to ensure proper compliance with the P2B Regulation. In this regard, it is important that it should be clear to providers of online platforms and online search engines how the obligations arising from the P2B Regulation are interpreted by ACM. For that reason, ACM has drawn up these 'Guidelines on Promoting a transparent and fair online platform economy for businesses' (hereafter: the guidelines). In the guidelines, ACM begins by focusing attention on what the rules are and why compliance is important, before giving guidance on the rules. Through this guidance, ACM gives direction to providers of online platforms and online

¹ [Regulation \(EU\) 2019/ of the European Parliament and of the Council of 20 June 2019 on promoting fairness and transparency for business users of online intermediation services \(europa.eu\)](#)

² [DMA: Council gives final approval to new rules for fair competition online - Consilium \(europa.eu\)](#)

³ [The Digital Services Act: ensuring a safe and accountable online environment | European Commission \(europa.eu\)](#)

⁴ In the Guidelines, ACM uses the term 'online platform' to refer to the online intermediation service provided by a provider of online intermediation services (provider of an online platform) to business users.

⁵ See for example, the '[Vuistregels online platformen](#)' and the '[Leidraad bescherming online consument](#)' of the ACM.

⁶ '[Wet publiek toezicht en handhaving verordening bevordering billijkheid en transparantie voor zakelijke gebruikers van onlinetussenhandelsdiensten](#)' (Public Oversight Act and enforcement of Regulation on promoting fairness and transparency for business users of online intermediation services), Council of State (*Raad van State*). State of affairs at September 22, 2022.

search engines aimed at promoting compliance with various rules laid down in the P2B Regulation.⁷ The circumstances of the specific case will ultimately determine what is sufficient.

6. ACM has chosen to make the transparency requirements and rules of conduct laid down in Articles 3, 4, 5, 7 and 10 of the P2B Regulation the main focus of these guidelines. An exploratory analysis conducted by ACM showed that is not always clear to providers of online platforms and online search engines how to interpret and implement the obligations arising from the P2B Regulation.⁸ Needless to say, ACM stresses that providers of online platforms and online search engines must comply with all the articles (see Figure 1) that apply to them. Where necessary, ACM will at a later stage also provide guidance on other articles, or part of the other articles.

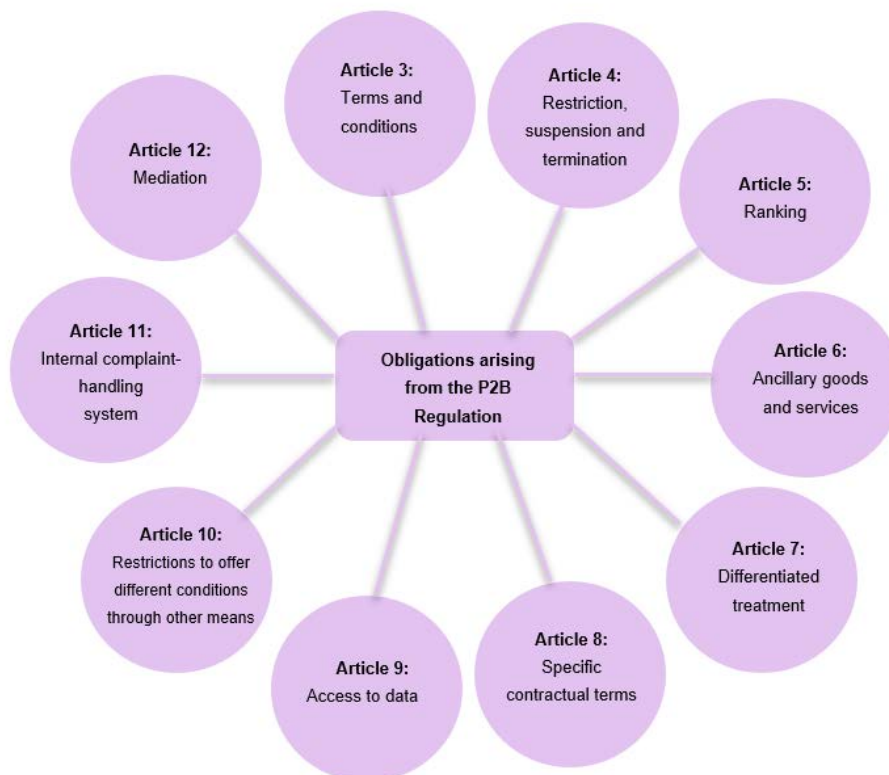


Figure 1: Obligations arising from the P2B Regulation



7. Compliance with these guidelines is no guarantee of compliance with the respective provisions in the P2B Regulation, or with adjoining regulations, such as the DMA, DSA, and competition and consumer law. It remains the responsibility of providers of online platforms and online search engines to ensure their compliance with the legal requirements and standards under the P2B Regulation and other regulations. The ultimate interpreter of the P2B Regulation is the Court of Justice of the European Union (hereafter: CJEU).

1.1 For whom are these guidelines?

8. These guidelines apply to providers of online platforms (in the P2B Regulation: ‘providers of online intermediation services’) and online search engines, insofar as goods and service are offered through such online platforms and online search engines to consumers in the Netherlands by businesses established in the Netherlands.

⁷ The European Commission has published various documents on the P2B Regulation, including the Q&As and the Guidelines on ranking. ACM took these documents into consideration when drawing up these Guidelines.

⁸ See [ACM to publish guidelines regarding the rules for platform companies and online businesses | ACM.nl](#)

Providers of online platforms

9. As a provider of an online platform, you must adhere to the rules laid down in the P2B Regulation, if you meet all of the following criteria⁹:
- 1) You offer an **information society service**. That is to say that you provide a service normally provided for remuneration, at a distance, by electronic means and at the individual request of a recipient of that service;
 - 2) You allow business users **to offer** goods or services **to consumers**, with a view to facilitating the **initiating of direct transactions** between those business users and consumers. It is irrelevant where and if those direct transactions are ultimately concluded. This may be both online and offline; and
 - 3) You provide your services **to business users** on the basis of **contractual relationships** between you and the business users.
10. Provision of your services to business users is an important criterion for establishing whether you must comply with the rules laid down in the P2B Regulation. A business user, in this context, is a private individual acting in a commercial or professional capacity who, or a legal person which, uses your online platform to offer goods or services to consumers for purposes relating to its trade, business, craft or profession.¹⁰
11. There is no legal minimum applying to the number of business users that must use your online platform to require your compliance with the obligations arising from the P2B Regulation. That means that you must comply with the obligations arising from the P2B Regulation even if only a handful of business users use your online platform. This also applies if you target business as well as private users with your online platform and you also meet the criteria in paragraph 9.
12. The P2B Regulation may also apply to online platforms which are used by cleaners or painters, for example, to bring in business. Whether this is the case depends on whether the cleaners or painters in question are business users. If, from a legal viewpoint, a relationship under labour law exists between the provider of the online platform and all the cleaners using the online platform, for example, then they are not business users and if there are no other business users that use the online platform, the P2B Regulation does not apply.¹¹
13. Examples of online platforms covered by the P2B Regulation include¹²:
- online e-commerce market places on which businesses offer goods or services, such as meals, hotel overnight stays or clothing;
 - online software applications services (application stores);
 - reservation platforms for restaurants or hairdressers, for example;
 - comparison sites, for energy contracts, flight tickets or properties, for example;
 - online social media services, where business users offer goods and services.

Providers of online search engines

14. Consumers make frequent use of online search engines to search for goods or services. Online search engines can therefore significantly affect the success of companies offering goods or services to consumers through websites ('corporate website users').

⁹ Article 2, paragraph 2 of the P2B Regulation.

¹⁰ Article 2, paragraph 1 of the P2B Regulation.

¹¹ See for example, Amsterdam Court of Appeal, September 21, 2021, ECLI:NL:GHAMS:2020:1680 and see also '[Commission proposals to improve the working conditions of people working through digital labour platforms](#)', European Commission, December 9, 2021.

¹² Recital 11 of the P2B Regulation and see '[New European rules to improve fairness of online platforms 'trading practices'](#)', European Commission, February 14 2019.

15. You are a provider of an online search engine if you offer a digital service that allows users to input queries in order to perform searches of, in principle, all websites, or all websites in a particular language. The input query may concern any subject, in the form of a keyword, voice request, phrase or other input. The result of the query is returned in any format in which information related to the requested content can be found.
16. As a provider of an online search engine, you must comply with articles 5 and 7 of the P2B Regulation.

Exceptions

17. If you provide one of the following services, the P2B Regulation, and hence these guidelines, do not apply to that service¹³:
 - Peer-to-peer online intermediation services without the presence of business users;
 - Pure business-to-business online intermediation services which are not offered to consumers;
 - Online advertising tools and online advertising exchanges which are not provided with the aim of facilitating the initiation of direct transactions and which do not involve a contractual relationship with consumers;
 - Search engine optimization software services or services which revolve around advertising-blocking software, as they are not provided with the aim of facilitating the initiation of direct transactions and do not involve a contractual relationship with consumers;
 - Technological functionalities and interfaces that merely connect hardware and applications (e.g. mobile operating systems), as they frequently¹⁴ do not meet the criteria in paragraph 99;
 - Online payment services, since they do not meet the criteria in paragraph 99.

1.2 Reader's guide

18. In chapter 2 of these guidelines, ACM focuses attention on the importance of transparency regarding certain conduct or conditions stipulated by providers of online platforms in the general terms and conditions. Additionally, it highlights the statutory rules arising from the P2B Regulation which apply to the general terms and conditions. Finally, ACM gives various aspects of guidance which providers of online platforms should take into account when drafting general terms and conditions.
19. In chapter 0, ACM reviews the information which providers of online platforms must provide in relation to the restriction, suspension and termination of accounts of business users. ACM also provides online platforms with guidance on various matters, including the drafting of the statement of reasons which must be provided to business users in case of restriction, suspension or termination.
20. In chapter 54, ACM explains the importance of transparency in relation to ranking by providers of online platforms and online search engines. The European Commission's Guidelines on ranking also are commented on in this section.
21. In chapter 5, ACM highlights the transparency obligation which applies when a provider of an online platform or online search engine gives, or might give, unequal treatment. ACM also gives providers of online platforms and online search engines guidance on drafting the description for

¹³ Recital 11 of the P2B Regulation.

¹⁴ Ibid: 'However, such functionalities or interfaces can be directly connected or ancillary to certain online intermediation services and where this is the case, the relevant providers of online intermediation services should be subject to transparency requirements related to differentiated treatment based on these functionalities and interfaces.'

applying unequal treatment.

22. In conclusion, in chapter 6, ACM explains the transparency obligation which applies in case of restrictions on the ability of business users to apply different conditions beyond the online platform. ACM also gives various aspects of guidance for drafting the description which providers of online platforms must provide when applying restrictions.

2 General principles for the general terms and conditions

23. If you provide an online platform, then article 3 of the P2B Regulation applies to you. This chapter focuses in particular on parts of paragraphs 1 and 2 of article 3 of the P2B Regulation. The general principles and guidance for the general terms and conditions that are discussed in this chapter apply to you.

If you provide an online search engine, then the rules that are explained in this chapter do not apply to you.

2.1 Why is transparency in the general terms and conditions important?

24. Transparency in the general terms and conditions improves predictability for business users. This ensures that business users have better information for determining whether, and in what way, they wish to use an online platform. At the same time, the transparency requirements protect the business user against unpredictable behaviour on the part of providers of online platforms during the contractual relationship. This contributes to ensuring a fair, sustainable and trusted online business environment. Finally, transparency can be a means by which providers of online platforms can differentiate themselves in terms of user-friendliness.

2.2 What requirements do general terms and conditions need to meet under the P2B Regulation?

25. The P2B Regulation sets requirements in terms of the form, content and availability of the general terms and conditions. The P2B Regulation stipulates that you, as a provider of an online platform, must include in your general terms and conditions information on various subjects.¹⁵ You should, for example, inform business users of the grounds which can result in the suspension of an account and which data they can or cannot access, such as reviews. In addition, you must notify business users of proposed changes in your general terms and conditions. Editorial changes are not covered by the term 'changes' in as far as they do not alter the content or meaning of the terms and conditions.¹⁶ You also must give business users a reasonable notice period before making any changes in the general terms and conditions. Additionally, this period must be proportionate to the nature and extent of the envisaged changes and to their consequences for the business user concerned.¹⁷ The minimum notice period is 15 days. If business users are required to make technical or commercial adaptations, an appropriate longer notice period must be given in order to comply with the change or changes.¹⁸
26. There are two requirements which the P2B Regulation stipulates the general terms and conditions must in any event comply with at all times. These requirements are discussed below.

¹⁵ Article 3 of the P2B Regulation and '[Questions and Answers – Establishing a fair, trusted and innovation driven ecosystem in the Online Platform Economy](#)', version dated July 9 2020, (hereafter: Q&A), section 2.1.

¹⁶ Recital 18 of the P2B Regulation.

¹⁷ Article 3, paragraph 2 of the P2B Regulation.

¹⁸ Article 3, paragraph 2, and recital 18 of the P2B Regulation.

General Terms and Conditions

- a. Easily available
- b. Drafted in plain and intelligible language

27. As a provider of an online platform, you must ensure that the general terms and conditions are **easily available** to business users at all stages of the commercial relationship. That means, among other things, that a business user, or prospective business user, must also be able to review the general terms and conditions before entering into a contractual relationship with you. Changes in the general terms and conditions must be provided to business users on a durable medium. A durable medium is any instrument which enables business users to store information addressed personally to them in a way accessible for future reference, for example an email.¹⁹
28. The general terms and conditions must furthermore be drafted in **plain and intelligible language**. That means that the general terms and conditions²⁰:
- a. Are specific, detailed and clear on important commercial matters, providing business users with a reasonable degree of predictability regarding the most important aspects of the contractual relationship, and
 - b. may not be written in misleading terms.

2.3 ACM's guidance

29. In this section we provide you, as the provider of an online platform, with guidance for drawing up your general terms and conditions.
30. The general terms and conditions must be **easily available** to (potential) business users. This means, at minimum, that:
- 1) the (up-to-date) general terms and conditions must be able to be found by (potential) business users, without having to log in to a user portal²¹;
 - 2) business users must be reasonably capable of maintaining an overview of all general terms and conditions that apply to them, and
 - 3) changes to the general terms and conditions by a provider of an online platform must be provided on a durable medium (see paragraph 27).
31. As the provider of online platforms you have the option to present the general terms and conditions on your online platform in various forms, including manuals, FAQ pages, videos et cetera. However, fragmentation of the information may make this less easily available to business users. In order to make the general terms and conditions easily available, you may consider to make clear on a core page which topics are discussed in the general terms and conditions

¹⁹ The definition in the P2B Regulation is in line with the definition given in the EU Directive on consumer rights (Directive 2011/83/EU). The Consumer Rights Directive defines durable medium as meaning "any instrument which enables the consumer or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored". This is detailed further in Recital 23, where it is stated that durable media should enable the consumer to store the information for as long as it is necessary for him to protect his interests stemming from his relationship with the trader. Such media should include in particular paper, USB sticks, CD-ROMs, DVDs, memory cards or the hard disks of computers as well as emails.

²⁰ Recital 15 of the P2B Regulation.

²¹ Q&A, section 2.7.

including hyperlinks referring to documents and/or web pages where more information about those parts of the general terms and conditions can be found.



32. Note: if you do not refer to important information on a core page, this does not imply that that information is not part of the general terms and conditions. If business users must click through several times to find a specific part of the general terms and conditions, this will quickly mean that the general terms and conditions are not easily available.
33. To illustrate, we give two examples of general terms and conditions that are not easily available to business users.

Example: findability for potential business users



A restaurant is looking for the most suitable online platform to offer meals on. To that end, it seeks the general terms and conditions of various online platforms on which meals may be offered, in order to compare them. At first, online platform X seems like a good option, as the restaurant knows that many consumers use this platform. However, the general terms and conditions are not to be found. The restaurant finds out that access to the general terms and conditions is only available after making an account in the portal for restaurants.

Explanation: In this situation, the general terms and conditions are not easily available. The general terms and conditions must be findable and easily available to potential business users as well. In this example, that is not the case, as the business user must first make an account for the restaurant portal to gain access to the general terms and conditions. You might consider adding a link to the general terms and conditions on a page where business users can make an account. Adding such a separate page, aimed solely at business users, can improve the findability of the general terms and conditions. This will enable business users to familiarize themselves with the general terms and conditions before making an account.

Example: (lack of) clarity concerning location changes



A provider of an online platform amends its general terms and conditions. Business users of the online platform are informed of this by the following message:

“Dear business user X,

In 30 days we will implement a number of changes in the general terms and conditions. You can find the new general terms and conditions on our website.”

Explanation: In this case, the changes to the general terms and conditions are not provided on a durable medium. Moreover, business users will not be able to find which specific changes will be made, because no explicit mention of these changes is made. In order to make the changes to the general terms and conditions easily available, in a case like this you might consider indicating clearly what has been changed in the document containing the new general terms and conditions. You could, for example, refer to the amended articles or use different colours, fonts, placement and lay-outs.

34. Findability is not only a concern with regard to the general terms and conditions. The internal complaint-handling system that you are obligated to set up must also be easily available to business users. If you are a small business, however, the P2B Regulation provides no obligation to set up an internal complaint-handling system.
35. In order to make the general terms and conditions substantively as effective as possible, as well as written in **plain and intelligible** language, it is important to draw them up in the **language** that is intelligible to business users registered in the Netherlands. You may consider drawing up the general terms and conditions in Dutch or English in any case.
36. The fact that the general terms and conditions must be drawn up by you as the provider of an online platform in plain and intelligible language implies that they have to be **specific** and **detailed**. This means that you must draw up the general terms and conditions in such a manner that the contractual relationship is reasonably predictable for business users. This means that in the (up-to-date) general terms and conditions you must at least indicate what your behaviour will be vis-à-vis business users in specific situations (should they occur). Where the P2B Regulation requires insight into underlying considerations, these must also be included in detailed form in the general terms and conditions. Your considerations must help business users understand why they are being treated in a certain way in a specific situation.



3 Restriction, suspension, and termination

37. If you provide an online platform, the rules from Article 4, and Article 3, paragraph 1, subparagraph c of the P2B Regulation – on restriction, suspension, and termination, as well as Article 8 paragraph c – apply. That is why this chapter is relevant to you.

If you provide an online search engine, the rules that are explained in this section do not apply to you.

3.1 Why is transparency regarding restriction, suspension, and termination important?

38. If you decide to restrict, suspend or terminate the provision of your services as the provider of an online platform to a business user, that may have major consequences for the business user in question. The services you provide may be crucial to their success, as they use your services to reach consumers. By making the reasons for restriction, suspension, and termination clear to business users in the general terms and conditions beforehand, they will be able to predict when certain behaviour might lead to one of the measures. By being transparent about the reasons for restriction, suspension, and termination, and by providing substantiation in the event of restriction, suspension or termination occurring, you enable business users to make well-founded choices. The internal complaint-handling system (see Article 11 of the Regulation) enables business users to clarify facts and dispute your decisions.

3.2 What does the P2B Regulation say about restriction, suspension, and termination?

39. As a provider of an online platform, you can have legitimate reasons to decide to restrict, suspend or terminate the provision of your services to a given business user.²² At the same time, on the basis of the P2B Regulation, business users are entitled to a statement of reasons, containing the facts or circumstances that are the grounds for your decision.

²² Recital 22 of the P2B Regulation.

Rules for suspension and restriction

40. In order to guarantee proportionality, you must – provided that this is reasonable and technically feasible – first consider suspension or restriction if there is grounds to do so, before resorting to termination.²³ This may involve suspension or restriction of the services provided, such as delisting a business user's goods or services (so they are no longer visible in the business user's list of offerings) or actually removing a good or service from the search results.²⁴
41. If you wish to suspend or restrict the service that you provide to a business user, you must provide grounds and supply a statement of reasons to the business user before or at the moment when the suspension or restriction takes effect.²⁵

Rules for termination

42. Termination of all of the services that you provide to a business user is regarded as the most drastic measure. This may concern termination of an account, preventing the business user from offering its services or goods on your online platform.²⁶
43. If you wish to terminate the service that you provide to a business user, you must provide grounds and supply a statement of reasons to the business user at least 30 days before the termination takes effect.
This period of notice does not apply if:
- Another legal or regulatory obligation applies, preventing you from observing the period of notice;
 - You are able to demonstrate that the business user has repeatedly infringed the applicable terms and conditions; or
 - You are invoking rights of termination for a compelling reason under national law in compliance with Union Law.
44. These exceptions might be applicable in the event of serious forms of illegal or unsuitable content, a good or service's safety, forgery, fraud, spam, hacking of personal data etc.²⁷
45. Lastly, regarding termination it is relevant that you must provide a description of the technical and contractual access to data which you may or may not retain after termination of the contract in the general terms and conditions. These are data generated or provided by both consumers and business users as they use the online platform.²⁸

Rules regarding restriction, suspension, and termination

46. There are also rules that apply to you as the provider of an online platform, regardless of which of the three measures you resort to:
- 1) Your general terms and conditions must include **reasons** for any decision to restrict, suspend or terminate the provision of your service to business users;²⁹
 - 2) In the event that you decide to restrict, suspend or terminate your service provision, you must in principle provide a statement of reasons to the business user concerned,³⁰ including reference to the specific facts or circumstances as well as the applicable reasons as laid down in the general terms and conditions that led to your decision;³¹

²³ Recital 23 of the P2B Regulation.

²⁴ Recital 22 of the P2B Regulation.

²⁵ Ibid.

²⁶ Ibid.

²⁷ Article 4, paragraph 4 and Recital 23 of the P2B Regulation.

²⁸ Article 8, subparagraph c of the P2B Regulation.

²⁹ Article 3, paragraph 1, subparagraph c of the P2B Regulation.

³⁰ Article 4, paragraph 1 of the P2B Regulation.

³¹ Article 4, paragraph 5 of the P2B Regulation.

- 3) You must supply this statement of reasons on a **durable medium**,³² and
 - 4) You must enable the business user to obtain clarity regarding the facts that made you decide to restrict, suspend or terminate. This enables business users to dispute possibly unjustified decisions using the internal complaint-handling system.³³
47. If you, as the provider of an online platform, decide to reverse a decision to restrict, suspend or terminate – e.g. because the initial decision was unwarranted or because the business user did not act in bad faith and has resolved the issue – the business user’s account must be restored without delay.³⁴
48. Paragraph 43 lists those cases in which the period of notification does not apply. In addition, there are exceptional cases in which you, as the provider of an online platform are not obligated to provide a statement of reasons for taking one of the measures mentioned above.³⁵ The exceptions to having to provide a statement of reasons apply to restriction, suspension and termination.
- You do not have to provide a statement of reasons if:
- 1) you are subject to a legal or regulatory obligation not to provide the specific facts or circumstances or the reference to the applicable ground or grounds, or
 - 2) you can demonstrate that the business user concerned has repeatedly infringed the applicable terms and conditions, resulting in termination of the provision of the whole of the online platform in question.

3.3 ACM’s guidance

49. In this section we provide you, as the provider of an online platform, with guidance for drawing up your statement of reasons.

Guidance for the statement of reasons

- a. Easily available
- b. Plain and intelligible language
- c. Specific and detailed
- d. Complete

50. First, a statement of reasons must be **easily available**. This means that in any case that:
- 1) you will inform the business user of the measure to restrict, suspend or terminate being taken; and
 - 2) you will provide the business user with the reasons that are the grounds for your decision on a durable medium.³⁶ The reasons – to which you refer in your statement of reasons – that may lead to full or partial restriction, suspension or termination must be included in the general terms and conditions, to enable business users to take note of these (beforehand).

³² For more information, see paragraph 2727.

³³ Recital 22 of the P2B Regulation.

³⁴ Article 4, paragraph 3 and Recital 22 of the P2B Regulation.

³⁵ Article 4, paragraph 5 of the P2B Regulation.

³⁶ For more information, see paragraph 27.

Example: availability of reasons for suspension



An e-commerce platform decides to suspend certain products of business user Y. The e-commerce platform's general terms and conditions explain under which circumstances this may happen. The circumstance that pertains to business user Y is not included in the general terms and conditions. The provider of the online platform immediately suspends three of business user Y's products without informing them.

Explanation: The provider of the online platform is in violation of the P2B Regulation. In this case, the reasons for the suspension are not included in the general terms and conditions. It is important that providers of online platforms include all reasons that might be grounds for suspension in their general terms and conditions. If a reason is not included in the general terms and conditions, suspension can only be effected after changing the general terms and conditions, and moreover only if the business user infringes on the revised general terms and conditions after the change has gone into effect.³⁷ In addition, in this case the provider failed to notify the business user of the decision to suspend as well as failed to provide a statement of reasons (on a durable medium).

Example: saving the statement of reasons



The provider of online platform X wants to terminate the account of business user Y. It sends a message including a statement of reasons for termination to the business user 30 days in advance. The business user receives the message in the business user portal of the online platform. It is not possible to save this message.

Explanation: In this specific case, the provider of online platform X is in violation of the P2B Regulation, because the message containing the statement of reasons cannot be saved by the business user. A statement of reasons that is only accessible in the business user portal *may* be easily available, provided that the business user at least:

- 1) has access to this message,
- 2) is able to save the message and view it at a later moment.

51. Furthermore, it is important that the statement of reasons for taking a measure are stated **plainly and intelligibly**.³⁸ It must be clear to the business user that they can no longer (fully) use the services that you provide. Moreover, the description in the general terms and conditions must help business users understand in which cases you might decide to restrict, suspend or terminate your service provision to a business user.³⁹
52. The statement of reasons must also be **specific and detailed**. In order to enable business users to stop any infringement, it is important to provide specific and detailed information concerning the reasons why they are currently in violation of the general terms and conditions. This means that the statement of reasons must in any case explain:

³⁷ A minimum notification period of 15 days applies here. This notification period may exceed 15 days in case of specific circumstances; see Recital 18 of the P2B Regulation.

³⁸ See paragraphs 28 and 36.

³⁹ Q&A, section 2.8.

- 1) why the business user is in violation in this specific case, including the content of third-party reports⁴⁰ that led to the decision to restrict, suspend or terminate,⁴¹ and
- 2) on the basis of which specific article (or articles) from, or parts of, the general terms and conditions one of the measures (termination, suspension or restriction) is being taken.

Example: specific and detailed statement of reasons



A provider of a gaming platform decides to remove three products of business user X from its online platform. The games turn out to contain content which the online platform disallows, as stated in the general terms and conditions. This is the first time that business user X fails to act in accordance with the general terms and conditions and there are no clear indications that the infringement is on purpose. There is no legal or regulatory obligation not to provide the specific facts or circumstances or the reference to the applicable ground or grounds. Accordingly, the provider of the gaming platform provides a statement of reasons to the business user by email a week in advance. The statement of reasons looks like this:

“Dear business user X,

We have established that three of the games you offer are not in accordance with the general terms and conditions. Therefore, we have decided to remove these three games immediately. Kind regards, the gaming platform.”

Explanation: In this case, the statement of reasons at any rate lacks sufficiently specific and detailed information, since:

- The provider of the gaming platform does not explain which three games are being suspended, which could make it hard for a large business user, for example, to determine which games are involved;
- The provider of the gaming platform fails to refer to the specific article (or articles) of the general terms and conditions that the business user is infringing upon in this case; and
- The gaming platform fails to indicate why these three games are in non-compliance of the specific article (or articles) of the general terms and conditions. It is not clear what behaviour by the business user (related to the three products) has led in this case to the provider of the gaming platform’s decision to suspend.

⁴⁰ When providing the content of third-party reports it may suffice to provide reports by or traceable to natural persons anonymously, in accordance with the principle of data minimization of Article 5 of the GDPR. In concrete terms, this means that the reports may be provided with personal data removed.

⁴¹ Recital 22 and article 4, paragraph 5 of the P2B Regulation.

53. Finally, it is important that a statement of reasons is **complete**. That means that a statement of reasons must make reference to the applicable reasons that led to the decision.



Example: Complete statement of reasons

A provider of a travel platform decides to terminate the account of business user Z, as this business user is in violation of three articles of the general terms and conditions. The provider's general terms and conditions state that in the event of termination of an account, the provider will provide a statement of reasons to the business user concerned at least 30 days in advance. Given the circumstances, the provider provides the business user with a statement of reasons 60 days before the account is terminated, including a reference to one of the articles of the general terms and conditions that were violated, including the reason (or reasons) why the user is in violation of that article in this specific case. The statement of reasons however does not mention anything about the other articles that business user Z has also violated, even though the violations of these articles were part of the platform's decision to terminate this account.

Explanation: In this example, the provider of the online platform is in violation of the rules of the P2B Regulation. As a provider, according to the P2B Regulation you are required to at least refer to the applicable reasons for the decision to terminate in the general terms and conditions. The statement of reasons must enable a business user to gain insight into the behaviours that are not in accordance with the online platform's general terms and conditions and are reason to terminate e.g. an account. This is not the case here, as the provider decides to terminate on the basis of non-compliance with three articles by the business user, but only refers to one of the violated articles.

54. An exception to having to provide a statement of reasons and take into account a notification period (see paragraphs 43 and 4848) applies in the event of repeated violations of the applicable general terms and conditions by a business user. It is important, however, that you did report these earlier violations to the business user.

4 Ranking

55. If you provide an online platform or an online search engine, using ranking to present the relative importance of goods, services or search results, then the information you provide must comply with the rules on ranking in Article 5 of the P2B Regulation.

4.1 Why is transparency regarding ranking important?

56. The ranking of goods and services or search results has great impact on consumers' choices⁴² and therefore on the success of businesses. Success increasingly depends on their visibility and findability online.⁴³ If the ranking method(s) that you use are not made public, it will be unclear to business and corporate website users what the reasons are for their ranking performance and/or how they can perform better, possibly using paid ranking.⁴⁴ That is why it is important that you are

⁴² Ranking is also of great influence on consumers' choice and in some cases paid ranking may be deceptive. For the specific purpose of protecting consumers, companies must comply, among other things, with the obligations with regard to ranking in the Omnibus Directive (EU) 2019/2161, Article 6 bis. See also [Guidelines on the protection of the online consumer | ACM.nl](#).

⁴³ See [Guidelines on ranking transparency pursuant to Regulation \(EU\) 2019/1150 of the European Parliament and of the Council 2020/C 424/01](#) (hereafter: EC Guidelines), paragraph 12.

⁴⁴ [New European rules to improve fairness of online platforms' trading practices \(europa.eu\)](#), European Commission, February 14 2019.

transparent about ranking. This will make comparing ranking practices possible and partly base the choice for an online platform or online search engine on the operation of the ranking mechanism.⁴⁵

4.2 What does the P2B Regulation say about ranking?

57. It is important that ranking is predictable to business and corporate website users.⁴⁶ Predictability means that the ranking must be determined by you in a non-arbitrary manner⁴⁷ and the description of the main parameters is up-to-date. In order to enable this, as the provider of an online platform you must provide in advance a description of the main parameters that determine ranking and explain why these main parameters are relatively important with respect to other parameters.⁴⁸ As the provider of an online search engine you must explain the main parameters which **either separately or together** carry the most weight when determining the ranking as well as the relative importance of these parameters.⁴⁹
58. As the provider of an online platform you must include the description in the general terms and conditions. It must be **easily available** and written in **plain and intelligible language**.⁵⁰
59. As the provider of an online search engine, you must write the description in **plain and intelligible language** and make it **publicly available** on the online search engine. Parts of websites for which corporate website users must log in or register are not regarded as easily and publicly accessible.⁵¹
60. As the provider of an online platform or online search engine you must in any case notify business or corporate website users in advance of the following⁵²:
- 1) a description of the main parameters that determine ranking;
Providers of online platforms must also include the relative importance of these main parameters with respect to other parameters;
 - 2) if the main parameters include the option to influence ranking by means of direct or indirect remuneration to be paid by business users or corporate website users,⁵³ you must provide a description of these options. In addition, you must also provide a description of the results of such ranking remuneration.
61. The main parameters pertain to the general criteria, processes, specific signals incorporated into algorithms or other adjustment or demotion mechanisms used in connection with the ranking. Examples of main parameters are⁵⁴:
- the indicators used for measuring the quality of goods or services of business users (e.g. consumer ratings),
 - the use of editors and their ability to influence the ranking of those goods or services (e.g. 'deals of the day', 'top picks'⁵⁵),
 - the amplitude of the impact of remuneration on ranking, and

⁴⁵ Q&A, section 6.2.

⁴⁶ See EC Guidelines, paragraph 13; see also Recital 24 of the P2B Regulation.

⁴⁷ Recital 24 of the P2B Regulation.

⁴⁸ Ibid.

⁴⁹ Article 5, paragraph 2 of the P2B Regulation.

⁵⁰ See the general principles in chapter 2 of these Guidelines.

⁵¹ Recital 26 of the P2B Regulation.

⁵² EC Guidelines, paragraph 18.

⁵³ Direct remuneration means payments made with the main or sole aim to improve ranking, such as payment for increasing visibility on social-media pages or preferential placement. In the case of indirect remuneration, a business user or corporate website user accepts additional obligations of any kind that could have a positive impact on the ranking, such as the use of additional services of the relevant provider of online intermediation services (e.g. cloud services or logistics of 'premium programs' or trust marks).

⁵⁴ Recital 25 of the P2B Regulation.

⁵⁵ The editors' preferential selection.

- elements that do not or only remotely relate to the good or service itself, such as presentational features of the online offer (e.g. the way they are displayed on mobile communications devices).
62. The description of the main parameters must give the business or corporate website user adequate insight into the ranking mechanism. The types and number of main parameters can vary greatly, but the description thereof must at least give insight into:
- the way in which the ranking mechanism takes into account the characteristics of the actual goods and services that the business or corporate website user offers,
 - the relevance thereof to the consumers who use the specific online platform or online search engines,⁵⁶ and
 - the extent to which the provider of the online search engine has taken into account the design characteristics of the website used by corporate website users.
63. You may not refuse a business or corporate website user inspection of the main parameters determining ranking for reasons of commercial interests.⁵⁷ However, the P2B Regulation does not require that you make public any algorithms or information that could reasonably be expected to result in the misleading of or detriment to consumers resulting from the manipulation of search results.⁵⁸ You cannot be required by a business or corporate website users to allow inspection of the detailed functioning of your ranking mechanism, including the algorithms.⁵⁹ Nor does the P2B Regulation impair your options to tackle malicious manipulation of ranking by third parties, including in the interest of consumers.⁶⁰

4.3 The European Commission's Guidelines

64. With a view to the consistent application of the rules on ranking, the European Commission has published Guidelines.⁶¹ The EC Guidelines are intended to offer providers of online platforms and online search engines with practical advice on the application of the rules. In addition, the EC Guidelines are intended to contribute to the optimization of the manner in which the main parameters for ranking can be identified and presented to business and corporate website users.⁶² ACM supports these guidelines and refers you to these EC Guidelines for a further explanation of the application of the rules regarding ranking.



5 Unequal treatment

65. You may offer your own goods and/or services via your online platform or online search engine. Or maybe you offer certain goods or services via your online platform or online search engine through a business user or corporate website user over which you have control⁶³ (e.g. an online provider of goods in which you own the majority of stock).

Do you or can you can treat the offer of these goods and services differently from the offer of competing business or corporate website users?

⁵⁶ EC Guidelines, paragraphs 13 and 22; see also Recital 25 of the P2B Regulation.

⁵⁷ Recital 27 of the P2B Regulation. See also Article 5, paragraph 6 of the P2B Regulation.

⁵⁸ Article 5, paragraph 6 of the P2B Regulation; see also EC Guidelines, paragraph 6.

⁵⁹ Recital 27 of the P2B Regulation.

⁶⁰ Ibid.

⁶¹ See the [EC Guidelines](#).

⁶² Guidelines, paragraph 1.

⁶³ A provider of online intermediation services or an online search engine has control over a company if:

- i. the company is the property of the provider of the online intermediation services or online search engine, or
- ii. the provider of the online intermediation services or online search engine can exert a decisive influence on the company.

If the scenarios above apply to you, you must comply with the rules laid down in Article 7 of the P2B Regulation and this chapter is relevant to you.

5.1 Why is transparency regarding unequal treatment important?

66. As the provider of an online platform or an online search engine you may also offer certain goods and services yourself with which you compete directly with other business or corporate website users that use your online platform or online search engine.⁶⁴ In this context, there could be an incentive to advantage your own offer through technical and/or economic means. The ACM underlines that the obligations of the P2B Regulation are independent of the question whether unequal treatment of other business users is allowed. The DMA prohibits unequal treatment by gatekeepers with regards to ranking.⁶⁵ The Competition Act also places limits on this.⁶⁶
67. It is important that unequal treatment is transparent to business or corporate website users. On the basis of such information it becomes easier for businesses to estimate whether they consider the unequal treatment reasonable and respond to that in their own choices, including the choice to use your online platform.

5.2 What does the P2B Regulation say about unequal treatment?

68. As the provider of an online platform or online search engines you must provide a description of any unequal treatment which you give, or might give, by legal, commercial or technical means.⁶⁷ This means that you must be transparent about any form of unequal treatment of, on the one hand, your own offer or the offer of business or corporate website users over which you have control and, on the other hand, products and/or services provided by business or corporate website users over which you have no control. As a provider of an online platform you must provide this description in the general terms and conditions, and as a provider of an online search engine in publicly available descriptions.
69. However, the P2B Regulation distinguishes between providers of online platforms and providers of online search engines. If you are a provider of an online platform, you must also include the main economic, commercial or legal considerations in the description. This additional requirement does not apply to providers of online search engines.
70. The P2B Regulation explicitly mentions four elements on which unequal treatment can be applied in particular: (1) access to data, (2) ranking or other settings applied by the provider that influence consumer access to goods or services, (3) any direct or indirect remuneration charged for the use of the services, and (4) access to, conditions for, or any direct or indirect remuneration charged for the use of services or functionalities, or technical interfaces, that are directly connected or ancillary to the services provided. These elements are not exhaustive, as the obligations in this article apply to all forms of unequal treatment.

⁶⁴ Recitals 30 and 31 of the P2B Regulation.

⁶⁵ Article 6, paragraph 5 of the DMA, version of July 11 2022, see <https://data.consilium.europa.eu/doc/document/PE-17-2022-INIT/en/pdf>. These rules will be applicable six months after the DMA has entered into force.

⁶⁶ An example of this would be self-preferential treatment in situations of dominant positions. This may lead to abuse of dominance (Article 24 of the Dutch Competition Act or Article 102 of the TFEU). In its [judgment of 10 November 2021](#), the European General Court has established in the Google Shopping case that self-preferential treatment may result in its own form of abuse of a dominant position based on Article 102 of the TFEU. Alphabet has filed an appeal against that judgment with the CJEU.

With respect to ranking, in the event of self-preferential treatment Article 6 of the Dutch Competition Act (or Article 101 of the TFEU) may also be relevant.

⁶⁷ Article 7, paragraphs 1 and 2 of the P2B Regulation.

5.3 ACM's guidance

71. In this section, ACM provides you, as a provider of an online platform and online search engine, guidance for drawing up your description of unequal treatments.

Content of the description of unequal treatment

72. Below, ACM provides guidance for drawing up a description of any form of unequal treatment by legal, commercial or technical means.

Guidance description

- a. Plain and
- b. intelligible language
- c. Specific and detailed
- d. Complete

73. It must be clear for businesses which forms of unequal treatment you give or can give. If you are a provider of an online platform, you must also include in the description the main economic, commercial or legal consideration for such unequal treatment. The description must adhere to the general principles which are elaborated on in chapter 2.

74. For starters, both providers of online platforms and providers of online search engines must write the description in **plain and intelligible language**. With regard to online platforms, this follows from the requirements for the general terms and conditions as a whole. The same requirement applies to the description that online search engines must make publicly available.

75. In addition, the description of every unequal treatment must be **specific and detailed**. This description must include the specific measures taken by, or the behaviour of, the provider.⁶⁸ It is therefore important that you describe which specific measures you are taking (or can take), or any behaviours you exhibit (or may exhibit), which give rise to unequal treatment. This requirement applies in any case to the four elements mentioned in paragraph 77,⁶⁹ but that does not preclude that the requirement is also applicable to situations in which a provider self-advantages in some other manner.

76. Finally, the description of the unequal treatment must be **complete**. It must include any unequal treatment that a provider of an online platform or an online search engine applies or may apply.⁷⁰ Merely giving some examples does not suffice.

Examples of unequal treatment

77. For the purposes of illustration, below ACM provides examples for the four elements to which unequal treatment can be applied, which are mentioned especially in Article 7, paragraph 3 of the P2B Regulation

- 1) **Access to the data** which are provided to providers of online platforms or online search engines by consumers, business users or corporate website users, or which are generated by the provision of these services.

⁶⁸ Article 7, paragraph 3 of the P2B Regulation.

⁶⁹ Ibid.

⁷⁰ Article 7, paragraphs 1 and 2 of the P2B Regulation.

Example: access to data



A travel platform collects click data of consumers who book trips via this online platform in order to improve its services. The provider of the travel platform also offers trips itself and therefore competes with tour operators that use the online platform. If tour operator X, which uses the online platform to offer trips, gets no or only limited access to these consumer click data, the provider of the online platform must be transparent about this in its general terms and conditions for business users.

Explanation: The description in the general terms and conditions must in any case include:

- which specific form of differentiated treatment is applied, and
- which considerations are the grounds for that differentiated treatment.

- 2) **Ranking or other settings** that are applied and influence consumer access to the offers of other business and corporate website users over which you have no control.

Example: description of prominent display of own offer in buy box



The provider of online platform X uses a 'buy box': whenever a consumer searches for a product on the online platform, at the right-hand top of the web page the buy box appears, enabling the consumer to add the product to his or her shopping cart directly. If a product is offered by several sellers, including the provider of the online platform itself, the online platform's product will always appear at the top of the buy box. There is no mention of this in the general terms and conditions of the provider of online platform X.

Explanation: If you are a provider of an online platform and wish to use e.g. a buy box, or a comparable functionality, in which you position yourself at the top consistently, you must be transparent about this in your general terms and conditions. This is a form of unequal treatment, as business users do not get a chance to appear at the top of the buy box. Business users must be able to become aware that they have no access to this.

- 3) **Remuneration** charged for the use of the online platform or online search engine.



Example: remuneration for the use of the online platform

The provider of real-estate platform Z charges real-estate agents who use the online platform to sell real estate 3% of their turnover. However, the provider of the online platform is not required to pay this remuneration when selling its own real estate.

Explanation: In this case it is important that real-estate agents understand that they must pay a percentage of their turnover to the provider of the online platform in order to use the services, while the provider of the online platform itself, or a real-estate agent that it controls, does not have to pay this percentage when offering real-estate services. Business users can use this information when considering whether or not to opt for offering real estate through this online platform.

- 4) **Access to, conditions for, or any direct or indirect remuneration charged for** the use of services or functionalities, or technical interfaces that are directly connected or ancillary to utilizing the online platform or online search engine, such as operating systems.

Example: offering 24-hour delivery is not allowed



E-commerce platform X only allows offering 24-hour delivery to consumers for products from its own offer. Competing business users therefore do not have this option. No information on this is included in the general terms and conditions.

Explanation: In this example, the provider of the e-commerce platform must be transparent in its general terms and conditions about the fact that it applies unequal treatment where the possibility to offer 24-hour delivery to consumers is concerned. In addition, the considerations for the unequal treatment must be provided. This is because the unequal treatment may result in consumers' preferring purchasing the product offered by the provider of the online platform.

6 Restrictions to the use of different conditions outside the online platform

78. If you are a provider of an online platform, perhaps you impose restrictions on the conditions (e.g. pricing) which business users can apply outside your online platform when offering the same goods and services that they offer through your online platform.

If that is the case, then the rules in Article 10 of the P2B Regulation apply to you and this chapter is relevant to you.

79. If you provide an online search engine, then the rules that are explained in this chapter do not apply to you.

6.1 Why is transparency regarding restrictions on the use of different conditions outside the online platform important?

80. Business users may decide to sell goods or services to consumers through multiple sales channels, including their own website. A business user may, for example, choose to apply different delivery conditions or prices than on your online platform. If you decide to disallow business users that are active on your online platform to apply more favourable delivery conditions or prices in other sales channels than on your online platform, it is important that business users are aware of this, as well as the reasons for your decision. This information is important to business users to determine whether, and in what way, they wish to use your online platform.

6.2 What does the P2B Regulation say about the imposition of restrictions?

81. If you impose restrictions on business users you must inform them of these restrictions in your general terms and conditions. You must also include the reason for imposing such restrictions in your general terms and conditions. These reasons must additionally be easily available to the public, as well as the main economic, commercial and legal considerations.

6.3 ACM's guidance

82. In this section, ACM provides you with guidance for complying with the rules that apply if you impose restrictions on business users with regard to applying other conditions in other sales channels.
83. An example of such a restriction is the Most Favoured Nation (MFN) clause or parity clause. Such a clause disallows business users to offer the same good or service at better conditions – such as a lower price or better cancellation terms – on their own website (narrow parity clause) or any other sales channel (wide parity clause).
84. The obligations of the P2B Regulation are independent of the question whether imposing restrictions, such as parity clauses, is allowed. The use of such a clause may violate Dutch contract law if the clause were unreasonably onerous, as well as the Competition Act if you restrict competition by imposing the clause. Since the entry into force of the new Vertical Block Exemption Regulation in June, 2022 “wide” parity clauses are no longer included in the exemption from the ban on restrictive practices (Article 6 of the Dutch Competition Act and Article 101 of the TFEU).⁷¹ For this type of parity clauses it is considered more likely that they will have competition-restricting effects than other types of parity clauses. This means that you, as a provider of an online platform, may not simply restrict business users from offering their goods or services at more favourable conditions on other online platform.⁷² If your online platform is marked as a gatekeeper in the DMA, imposing both narrow and wide parity clauses is prohibited without exceptions.⁷³
85. It must be clear to business users which restrictions you impose on them for offering goods and services through other sales channels and why you impose these restrictions. This description must comply with the general principles described in chapter 2. This means that the description must be **easily available**. In this case, an additional requirement is that the considerations must not only be easily available for all (potential) business users in the general terms and conditions that apply to them, but also for the general public. Moreover, the reasons must be described in **plain and intelligible language** and be **specific and detailed**.

Example: the reasons are not specific and detailed



The provider of a meals platform indicates in its general terms and conditions that when business users also offer meals on their own website(s), restrictions are applicable. Restaurant X wishes to know what these restrictions entail. But when he consults the general terms and conditions, it only says there that restaurants are restricted in applying different conditions on their own website(s).

Explanation: If the provider of an online platform merely states that there are restrictions in place, it fails to be specific and detailed. It should be apparent from the description what these restrictions exactly entail, and why the provider of the online platform imposes these restrictions. If the restriction, for example, concerns the use of lower prices on the website of the business user, then you have to include this in the description, including an explanation for the use of it.

⁷¹ Article 5, paragraph 1, subparagraph d of the [Commission Regulation \(EU\) 2022/720 of 10 May 2022 on the application of Article 101\(3\) of the Treaty on the Functioning of the European Union to categories of vertical agreements and concerted practices](#).

⁷² Guidelines on vertical restraints (2022/C 248/01), [https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52022XC0630\(01\)&qid=1657189521553&from=NL](https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52022XC0630(01)&qid=1657189521553&from=NL).

⁷³ Article 5, paragraph 3 of the DMA, version of July 11 2022; see <https://data.consilium.europa.eu/doc/document/PE-17-2022-INIT/en/pdf>. These rules will be applicable six months after the DMA has entered into force.