

Independent Audit on Instagram

For the Period of 29 August 2023 to
30 June 2024

With an Assurance Report of Independent
Accountants regarding Regulation (EU)
2022/2065, the Digital Services Act (DSA)



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Assurance Report of Independent Accountants

To the Board of Directors and Management of Meta Platforms Ireland Limited

Scope

We were engaged by Meta Platforms Ireland Limited (“MPIL” or “audited provider” or the “Company”) to perform an assurance engagement to examine and opine on Instagram’s (including the Instagram Core Application, Watch, Reels, Live, and Shops) (the “Audited Service”) compliance with all obligations and commitments in the aggregate, as well as with each applicable individual obligation and commitment referred to in Article 37 (1) (a) of the European Union Regulation 2022/2065 of the European Parliament and of the Council (the “Digital Services Act” or “DSA”) (together, the “Specified Requirements”) during the period from 29 August 2023 through 30 June 2024 (the “Examination Period”), based on conducting the examination in accordance with the *International Standard for Assurance Engagements Other Than Audits or Reviews of Historical Financial Information* (“ISAE 3000 (Revised)”), the attestation standards established by the American Institute of Certified Public Accountants (“AICPA”), the Commission Delegated Regulation (EU) Supplementing Regulation (EU) 2022/2065 of the European Parliament and of the Council, by laying down rules on the performance of audits for very large online platforms and very large online search engines (the “Delegated Regulation”) dated 20 October 2023 and the terms of reference for this examination as agreed with MPIL on 8 February 2024. Unless referenced otherwise, each applicable obligation and commitment is defined at the sub article level.

We did not perform assurance procedures on the Audited Service’s compliance with codes of conduct and crisis protocols (referred to in Article 37 (1) (b) of the DSA and Annex I of the Delegated Regulation because there were no codes of conduct or crisis protocols for the Audited Service to comply with during the Examination Period.

Additionally, the information included in the audited provider’s separately provided audit implementation report pursuant to Article 37 (6), titled “Instagram Audit Implementation Report,” is presented by the audited provider to provide additional information. Such information has not been subjected to the procedures applied in our examination, and accordingly, we express no opinion on it.

MPIL’s responsibilities

The management of the audited provider is responsible for:

- ▶ Determining the applicability of each of the DSA obligation and commitments during the Examination Period
- ▶ Complying with the Specified Requirements by designing, implementing, and maintaining the Audited Service’s system and manual processes (and related controls) to comply with the DSA
- ▶ Selecting the Specified Requirements, and making interpretations, defining ambiguous terms and developing benchmarks, as needed, to implement the Specified Requirements
- ▶ Evaluating and monitoring the Audited Service’s compliance with the Specified Requirements
- ▶ Having a reasonable basis for concluding on its compliance
- ▶ Preparing its audit implementation report referred to in Article 37 (6) of the DSA, including the completeness, accuracy, and method of presentation
- ▶ Establishing and maintaining internal controls, maintaining adequate records and making estimates that are relevant to the evaluation of its Audited Service’s system and manual processes (and related controls) in place to achieve compliance

Our responsibility

Our responsibility is to express an opinion on the Audited Service's compliance with the Specified Requirements or assertion based on conducting the examination in accordance with attestation standards established by the AICPA and ISAE 3000 (Revised).

Our independence and quality management

We are required to be independent of MPIL and to meet our other ethical responsibilities, as applicable for examination engagements set forth in the Preface: Applicable to All Members and Part 1 – Members in Public Practice of the Code of Professional Conduct established by the AICPA and other relevant ethical requirements for our engagement.

We also apply the AICPA's quality management standards and the International Standard on Quality Management 1, *Quality Management for Firms that Perform Audits or Reviews of Financial Statements, or Other Assurance or Related Services Engagements*, which requires that we design, implement and operate a system of quality management, including policies or procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Furthermore, our attestation that the auditing organisation complies with the obligations laid down in Article 37 (3), point (a), (b), and (c) is included in Appendix 5.

Scope limitation

There is more than one ongoing investigation by a governmental entity regarding whether the Audited Service is in compliance with certain of the Specified Requirements during the Examination Period related to deceptive advertisements and disinformation, visibility of political content, civic discourse and election-monitoring tools, mechanisms to flag illegal content, and the protection of minors (specifically, sub article obligations 14.1, 16.1, 16.5, 16.6, 17.1, 20.1, 20.3, 24.5, 25.1, 28.1, 34.1, 34.2, 35.1, and 40.12, collectively, the "Investigation Sub Article Obligations"). These investigations present potentially significant contrary evidence as to whether MPIL is in compliance with the obligations being investigated and whether we have sufficient and appropriate information and understanding to both design and execute our procedures over the Investigation Sub Article Obligations, including any information that the investigative governmental entity may have. Such information is necessary in order to identify all risks that could impact the Audited Service's ability to comply, in all material respects, with the Specified Requirements and for us to adequately design the nature, timing and extent of our procedures to evaluate the Audited Service's compliance with the Specified Requirements. The audited provider did not impose any limitations on our procedures and cooperated fully with our requests related to the Investigation Sub Article Obligations.

Because of the significance of the matter described above, we have not been able to obtain sufficient appropriate evidence to form an opinion on the audited providers compliance with the Specified Requirements of the Investigation Sub Article Obligations, in all material respects. Accordingly, we do not express a conclusion on any individual Specified Requirements of the Investigation Sub Article Obligations, or in the aggregate.

Other applicable individual obligations and commitments

For conclusions on each of the applicable DSA obligations and commitments, and information on the professional attestation standards required of the practitioner, including the nature of our examination engagement and the sufficiency of evidence obtained to provide a reasonable basis for our opinion (excluding the Investigation Sub Article Obligations), see Appendix 1 – Description of additional information on each of the applicable audit obligations and commitments.



Restricted Use

This report is intended solely for the information and use of MPIL, the European Commission, and the applicable Digital Services Coordinator of establishment as mandated under DSA Article 42(4), (collectively, the "Specified Parties"), for assessing the audited provider's compliance with the Specified Requirements, and is not intended to be, and should not be, used by anyone other than these Specified Parties or for other purposes.

Ernst & Young LLP

28 August 2024

San Jose, California

Appendices:

Appendix 1 – Description of additional information on each of the applicable audit obligations and commitments (Documentation and results of any tests performed by the auditing organisation, including as regards algorithmic systems of the audited provider) including summary of conclusions reached

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Appendix 5 – Documents attesting that the auditing organisation complies with the obligations laid down in Article 37 (3), point (a), point (b), and point (c) of the DSA

Appendix 6 – Definitions

Appendix 1 – Description of additional information on each of the applicable audit obligations and commitments (Documentation and results of any tests performed by the auditing organisation, including as regards algorithmic systems of the audited provider) including summary of conclusions reached

For Ernst & Young LLP's opinion see our Assurance Report of Independent Accountant dated 28 August 2024. We were not able to form an opinion on 14 Specified Requirements, which we have described on page 2 within the Scope Limitation section.

This Appendix 1 provides additional information regarding the execution of our examination and conclusion of the individual applicable obligations, other than the Investigation Sub Article Obligations. As described below, our examination resulted in 50 Specified Requirements with Positive conclusions and 4 Specified Requirements with Negative – partial compliance (“except for”) conclusions.

EY conducted its examination in accordance with the *International Standard for Assurance Engagements Other Than Audits or Reviews of Historical Financial Information* (“ISAE 3000 (Revised)”), the attestation standards established by the American Institute of Certified Public Accountants (“AICPA”), the Commission Delegated Regulation (EU) supplementing Regulation (EU) 2022/2065 of the European Parliament and of the Council, by laying down rules on the performance of audits for very large online platforms and very large online search engines (the “Delegated Regulation”) dated 20 October 2023 and the terms of reference for this examination as agreed with Meta Platforms Ireland Limited (“MPIL” or “audited provider” or the “Company”) on 8 February 2024. Those standards, as referenced in our report, require that we plan and perform our examination to obtain reasonable assurance about whether MPIL complied, in all material respects, with the Specified Requirements referenced above and to issue a report. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material non-compliance, whether due to fraud or error. We believe that the evidence we have obtained is sufficient and appropriate to provide a reasonable basis for our opinion for each of the following obligations.

Our examination included the following procedures, among others:

- ▶ Obtaining an understanding of the characteristics of the services provided by the audited provider
- ▶ Evaluating the appropriateness of the Specified Requirements applied and their consistent application, including evaluating the reasonableness of estimates made by the audited provider
- ▶ Obtaining an understanding of the systems and processes implemented to comply with the DSA, including obtaining an understanding of the internal control environment relevant to our examination and testing the internal control environment to the extent needed to obtain evidence of the audited provider's compliance with the Specified Requirements, but not for the purpose of expressing an opinion on the effectiveness of the audited provider's internal control (the audited provider leverages the systems, processes and infrastructure operated by Meta Platforms, Inc. (“Meta”) to operate the services of Instagram)
- ▶ Identifying and assessing the risks whether the compliance with the Specified Requirements is incomplete or inaccurate, whether due to fraud or error, and designing and performing further assurance procedures responsive to those risks
- ▶ Obtaining assurance evidence that is sufficient and appropriate to provide a basis for our modified opinion

We collected evidence to assess the Audited Service's compliance with the Specified Requirements during the Examination Period throughout the period from 8 February 2024 through 28 August 2024.

Description of additional information on each of the applicable audit obligations and commitments

The audit conclusion; audit criteria, materiality thresholds, audit procedures, justification of any changes to the audit procedures during the audit, methodologies and results – including any test and substantive analytical procedures; justification of the choice of those procedures and methodologies; overview and description of information relied upon as audit evidence; explanation of how the

reasonable level of assurance was achieved; notable changes to the systems and functionalities audited; identification of any specific element which could not be audited (if applicable) or audit conclusion not reached; and other relevant observations and findings associated with our audit of the obligations and commitments is included below.

Additionally, our summary of audit risk analysis pursuant to Article 9 of the DSA, including assessment of inherent control and detection risk for each obligation is included in Appendix 4. As documented in our opinion within the Scope Limitation paragraph, we have included a listing of audit obligations and commitments not subjected to audit since, as the audited provider determined and we evaluated, such obligations and commitments were not applicable during the Examination Period.

Inherent limitations

The services in the digital sector and the types of practices relating to these services can change quickly and to a significant extent. Therefore, projections of any evaluation to future periods are subject to the risk that the entity's compliance with the Specified Requirements may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

The Audited Service is subject to measurement uncertainties resulting from limitations inherent in the nature of the Audited Service and the methods used in determining such systems and processes implemented to comply with the Specified Requirements. The selection of different but acceptable measurement techniques, including benchmarks, can result in materially different measurements. The precision of different measurement techniques may also vary.

Our examination was limited to certain aspects of Audited Service's algorithmic systems, to the extent needed to obtain evidence of the Audited Service's compliance with the Specified Requirements as required by Regulation (EU) 2022/2065. This did not include all of the algorithmic systems that Instagram operates, nor all aspects of the algorithmic systems for which we performed audit procedures. Furthermore, algorithms may not consistently operate in accordance with their intended purpose or at an appropriate level of precision. Because of their nature and inherent limitations, algorithms may introduce biases of the human programmer resulting in repeated errors or a favoring of certain results or outputs by the model. Accordingly, we do not express an opinion, conclusion nor other form of assurance on the design, operation and monitoring of the algorithmic systems.

The performance of risk assessments, including the identification of systemic risks, is inherently judgmental. Risk assessments are often conducted at a specific point in time and may not capture the dynamic nature of risks. Because the identification of systemic risks relies on known risks and expert judgment, the identification of systemic risks may not account for new or unprecedented events for which there is limited or no historical information.

Emphasis of certain matters

Applying the Specified Requirements requires the Audited Service's to develop benchmarks and make interpretations of obligations and commitments, including certain terminology. Benchmarks and interpretations for which we deemed would be needed for report users to make decisions are described below for applicable commitments and obligations within the "Audit Criteria" section of each obligation.

We are also not responsible for the audited provider's interpretations of, or compliance with, laws, statutes, and regulations (outside of the Specified Requirements) applicable to MPIL in the jurisdiction within which MPIL operates. Accordingly, we do not express an opinion or other form of assurance on the audited provider's compliance or legal determinations.

Our examination was limited to understanding and assessing certain internal controls. Because of their nature and inherent limitations, controls may not prevent, or detect and correct, all errors or fraud that may be considered relevant. Furthermore, the projection of any evaluations of effectiveness to future periods is subject to the risk that internal controls may become inadequate because of changes in conditions, that the degree of compliance with such internal controls may deteriorate, or that changes made to the system or internal controls, or the failure to make needed changes to the system or internal controls, may alter the validity of such evaluations.

Summary of Applicable Sub Article Audit Conclusions

Section 1	Section 2	Section 3	Section 4	Section 5
<u>11.1</u>	<u>16.2</u>	<u>20.4</u>		<u>34.3</u>
<u>11.2</u>	<u>16.4</u>	<u>20.5</u>		<u>36.1</u>
<u>11.3</u>	<u>17.3</u>	<u>20.6</u>		<u>37.2</u>
<u>12.1</u>	<u>18.1</u>	<u>22.1</u>		<u>37.3</u>
<u>12.2</u>	<u>18.2</u>	<u>22.6</u>		<u>38.1</u>
<u>14.2</u>		<u>23.1</u>		<u>39.1</u>
<u>14.4</u>		<u>23.2</u>		<u>39.2</u>
<u>14.5</u>		<u>23.3</u>		<u>39.3</u>
<u>14.6</u>		<u>23.4</u>		<u>40.1</u>
<u>15.1</u>		<u>24.1</u>		<u>40.3</u>
		<u>24.2</u>		<u>41.1</u>
		<u>24.3</u>		<u>41.2</u>
		<u>26.1</u>		<u>41.3</u>
		<u>26.2</u>		<u>41.4</u>
		<u>26.3</u>		<u>41.5</u>
		<u>27.1</u>		<u>41.6</u>
		<u>27.2</u>		<u>41.7</u>
		<u>27.3</u>		<u>42.1</u>
		<u>28.2</u>		<u>42.2</u>
				<u>42.3</u>

Color legend	
	Positive
	Positive with comments
	Negative – partial non-compliance (“except for”)
	Negative – full non-compliance (“adverse”)

Summary of Not Applicable Sub Articles

Section 1	Section 2	Section 3	Section 4	Section 5
13.1	16.3	19.1	29.1	33.1-33.6
13.2	17.2	19.2	29.2	35.2
13.3	17.4	20.2	30.1	35.3
13.4	17.5	21.1	30.2	36.2-36.11
13.5		21.2	30.3	37.1
14.3		21.3	30.4	37.3
15.2		21.4	30.5	37.4
15.3		21.5	30.6	37.5
		21.6	30.7	37.6
		21.7	31.1	37.7
		21.8	31.2	40.2
		21.9	31.3	40.4
		22.2	32.1	40.5
		22.3	32.2	40.6
		22.4		40.7
		22.5		40.8-40.11
		22.7		40.13
		22.8		42.4
		24.4		42.5
		24.6		43.1-43.7
		25.2		44.1
		25.3		44.2
		28.3		45.1-45.4
		28.4		46.1-46.4
				47.1-47.3
				48.1-48.5

Color legend	
	Not an auditable obligation
	Not applicable until EC takes action
	Condition does not exist for the sub article to be applicable
	Not applicable for initial examination period

Rationale for Designations of “N/A – Condition does not exist for the sub article to be applicable”

Sub article	Rationale
13.1-13.2, 13.4	The audited provider has an establishment in the European Union. Therefore, the condition does not exist for these sub articles.
14.3	Although minors use the Audited Service, the service is not primarily directed at minors or predominantly used by them. Therefore, the condition does not exist for this sub article.
30.1-30.7	The audited provider’s online platforms do not allow consumers to conclude distance contracts with traders on the platform(s). Therefore, the condition does not exist for this sub article.
31.1-31.3	The audited provider’s online platforms do not allow consumers to conclude distance contracts with traders on the platform(s). Therefore, the condition does not exist for this sub article.
32.1-32.2	The audited provider’s online platforms do not allow consumers to conclude distance contracts with traders on the platform(s). Therefore, the condition does not exist for this sub article.
40.4-40.7	The audited provider has not received a request for access to data from the Digital Services Coordinator (DSC) of establishment or the Commission. Therefore, the condition does not exist for this sub article.

Overview of methodology/approach of procedures performed

As part of determining the initial risk assessment for each obligation (or shortly thereafter), EY made inquiries and/or performed a walkthrough of applicable processes or controls to obtain a sufficient understanding in order to design the nature, timing and extent of our procedures to obtain reasonable assurance.

For each obligation EY took one of the following approaches:

1. *Primarily evaluated the design and operation of control(s).* If the audited provider has a control or set of controls that closely aligns with the Specified Requirements, EY executed procedures to assess the design and operation of the control and did not perform substantive procedures other than inquiry (unless denoted otherwise).
2. *Performed substantive procedures, although control(s) existed.* If the audited provider has a control or set of controls that closely aligns with the Specified Requirement, but EY deemed assessment to be more efficient by executing substantive procedures, EY executed substantive procedures and did not perform procedures to assess the design and operation of the control.
3. *Evaluated the design and operation of control(s) and performed substantive procedures.* If the audited provider has a control or set of controls that closely aligns with some, but not all, of the criteria of the requirement, EY executed procedures to assess the design and operation of the control for those criteria aligned with a control or set of controls, and performed substantive procedures for the remaining attributes of the Specified Requirements.
4. *Performed substantive procedures.* If the audited provider does not have a control or set of controls that closely aligns with many aspects of the Specified Requirement, EY solely executed substantive procedures.

Impact of notable changes to the systems and functionalities audited during the Examination Period

EY inquired as to any notable changes made to the systems and functionalities during the Examination Period and adjusted our examination procedures appropriately. To the extent the changes were deemed to have a significant impact on achieving compliance with the given Specified Requirements, EY denoted the nature of the change in the description of the procedures performed in this Appendix.

Evaluation and use of audited provider's legal interpretation, benchmarks and definitions

Many of the obligations needed to be supplemented by the audited provider's own legal determination, benchmark and/or definition of ambiguous terms ("audited provider's developed supplemental criteria"). The legal determination, benchmark and/or definition of ambiguous terms determined by the audited provider are based upon their business practices, policies, specific events and other context-specific criteria. There are numerous terms that have not been defined by the DSA, implementing EU legislation or guidance from the EU Commission. For example, "promptly" may depend on the specifics of a particular event which is evaluated on a case-by-case basis. The audited provider's definition of these terms were used by the Service Auditor when conducting their substantive and control testing specifically for the Examination Period 29 August 2023 through 30 June 2024.

For each obligation, EY took one of the following approaches:

1. EY assessed the audited provider's developed supplemental criteria and deemed it reasonable without further expansion or adjustment. As such, EY performed procedures to evaluate the audited service's compliance with the Specified Requirements, including the audited provider's supplemental developed criteria.
2. EY assessed the audited provider's developed supplemental criteria and deemed it reasonable, but identified recommendations to improve the audited provider's developed supplemental criteria. As such, EY performed procedures to evaluate the audited service's compliance with the Specified Requirements, including the audited provider's supplemental developed criteria, and provided a recommendation to improve the audited provider's supplemental developed criteria.
3. EY assessed the audited provider's supplemental developed criteria (if any) and deemed it insufficient to obtain reasonable assurance. In these situations, EY either concluded the obligation was not met or determined EY did not have sufficient criteria to conclude on the obligation.

The professional standards applied prohibit the auditing organisation from developing its own criteria.

Certain audited provider's developed supplemental criteria is included in the audit criteria in Appendix 1 for each obligation as the auditing organisation deemed such inclusion necessary in order to provide the Specified Parties with the information necessary to evaluate compliance and to ensure the Specified Requirements comply with the applicable professional standard's definition of suitability.

Use of sampling

As noted in the Delegated Regulation, the auditing organisation is permitted to use sampling in the collection of audit evidence. The sample size and methodology for sampling were selected in a way to obtain representativeness of the data or information and, as appropriate, in consideration of the following:

- a) Evidence obtained throughout the Examination Period, or subset of examination period (as appropriate)
- b) Relevant changes to the audited service during the Examination Period
- c) Relevant changes to the context in which the audited service is provided during the Examination Period
- d) Relevant features of algorithmic systems, where applicable, including personalization based on profiling or other criteria
- e) Other relevant characteristics or partitions of the data, information and evidence under consideration
- f) The representation and appropriate analysis of concerns related to particular groups as appropriate, such as minors or vulnerable groups and minorities, in relation to the audited obligation or commitment, as deemed necessary

As part of our risk assessment, EY determined our preliminary audit strategy (i.e., controls reliance, substantive only strategy or combination of the two) for each individual obligation and commitment. When taking a controls reliance strategy and our procedures include obtaining evidence from multiple controls and/or additional assurance from substantive procedures, EY has selected sample sizes based on the size of the population (e.g., a sample of 25 when the population is greater than 250 occurrences or 10% of the population size, with a minimum sample of 5 when the population is less than 250 occurrences).

Sampling related to controls/compliance

Based on the nature of the engagement, our procedures relate to testing compliance with and internal control over compliance with certain requirements. Accordingly, our testing procedures include attribute sampling to determine if the sample selected has the desired attribute (e.g., the selected sample's attribute is correct or incorrect, present or absent, valid or not valid) to conclude on compliance with the Specified Requirements. As such, EY applied guidance for minimum sample sizes in accordance with attribute sampling techniques (i.e., a qualitative statistical sample). Due to the nature of compliance/control sampling, other traditional sampling approaches for testing are not applicable as the populations do not have quantitative dimensions (e.g., monetary balances in a financial statement audit).

Sampling related to substantive procedures and other considerations for controls testing

When EY has taken a substantive only strategy or EY has only identified one control to test related to the obligation or commitment, EY has either (1) expanded our sample sizes (e.g., to 60) or (2) performed additional procedures to obtain sufficient evidence to conclude on the Company's compliance with the Specified Requirements. These additional procedures may include obtaining specific representations from management, performing substantive analytical procedures or testing more key items.

Identified exceptions in sample populations

In all instances, when EY encountered one exception within our sample selections which EY determined to be random, EY selected additional items for testing (e.g., for sample sizes of 25, we tested at least 15 additional items or 40 in total). When we concluded that the exception is systematic, we did not extend our sample size, but instead concluded that the exception was an instance of non-compliance.

Reliance placed on Information Technology General Controls (ITGCs)

When an obligation or commitment relied on systems, tools, or the system functionality (code) used in the processes or controls to meet the Company's compliance with the Specified Requirements, EY tested the changes to these systems, tools or the system functionality and that changes were tested and approved by the Company. Alternatively, when there was reliance placed on the underlying data (e.g., Transparency Report) to demonstrate compliance with the Specified Requirements, EY tested access control restrictions to the relevant data that existed.

Section 1 – Provisions applicable to all providers of intermediary services

Obligation: 11.1	Audit criteria: Providers of intermediary services shall designate a single point of contact to enable them to communicate directly, by electronic means, with Member States' authorities, the Commission and the Board referred to in Article 61 for the application of this Regulation.	Materiality threshold: A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following: An intermediary service contact was not designated. The Member States' authorities, the Commission and the Board was not able to communicate by electronic means with the intermediary service contact for more than 48 hours.
Audit procedures, results and information relied upon: In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed. <ol style="list-style-type: none"> 1. Inquired with management throughout the audit period and ascertained a single point of contact link was posted and available to Member States' authorities, the Commission and the Board in the EU region on the Instagram Help Center web page. 2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. 3. Inspected the Help Center page for Instagram, and ascertained the Instagram Help Center web page was accessible to the EU Member States' authorities, the Commission, and the EU Board for Digital Services, and a single point of contact link was listed. 4. Inspected a sample intake request through the Single Point of Contact from an EU authority for Instagram, and ascertained Meta, on behalf of MPIL, responded to the intake request based on the organisation the requester represented and request type and responded timely to the EU authority request. 5. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain the changes were appropriately approved and tested prior to deployment. Changes to the audit procedures during the audit: Not applicable. Conclusion: Positive – In our opinion, MPIL complied with Obligation 11.1 during the Examination Period, in all material respects.		
Recommendations on specific measures: Not applicable.		Recommended timeframe to implement specific measures: Not applicable.
Obligation: 11.2	Audit criteria: Providers of intermediary services shall make public the information necessary to easily identify and communicate with their single points of contact. That information shall be easily accessible and shall be kept up to date.	Materiality threshold: A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected

		<p>error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>Information to communicate with the intermediary service contact was not easily identifiable.</p> <p>The intermediary service contact information was not kept up to date.</p>
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Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY evaluated the design and operation of control(s) and performed substantive procedures.

1. Inquired with management throughout the audit period and ascertained a single point of contact link was posted and available to Member States' authorities, the Commission and the Board in the EU region on the Instagram Help Center web page.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected the Instagram Help Center Page with the Single Point of Contact link for the past 90 days and ascertained the Single Point of Contact link was available for EU users to use.
4. Inspected a weekly meeting invitation involving legal team members and the corresponding agenda and ascertained the legal team performed a review of the point of contact for EU Member States' Authorities, the EU Commission, and the EU Board for Digital Services and that the EU users point of contact was accurate and up to date.
5. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive – In our opinion, MPIL complied with Obligation 11.2 during the Examination Period, in all material respects.

<p>Recommendations on specific measures:</p> <p>Not applicable.</p>	<p>Recommended timeframe to implement specific measures:</p> <p>Not applicable.</p>
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<p>Obligation:</p> <p>11.3</p>	<p>Audit criteria:</p> <p>Providers of intermediary services shall specify in the information referred to in paragraph 2 the official language or languages of the Member States which, in addition to a language broadly understood by the largest possible number of Union citizens, can be used to communicate with their points of contact, and which shall include at least one of the official languages of the Member State in which the provider of intermediary services has its main establishment or where its legal representative resides or is established.</p>	<p>Materiality threshold:</p> <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>The language of the information provided and used to communicate with the point of contact was not an official language of the Member State.</p>
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Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.

1. Inquired with management throughout the audit period and ascertained a single point of contact link was posted and available to Member States' authorities, the Commission and the Board in the EU region on the Instagram Help Center web page.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected the Help Center page of Instagram, and ascertained the official language(s) of the Member States was included for Union citizens to communicate with their points of contact including English which MPIL has determined is the language most broadly understood by the largest possible number of Union citizens as well as one of the official languages of Ireland where the company has its main establishment.
4. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive – In our opinion, MPIL complied with Obligation 11.3 during the Examination Period, in all material respects.

Recommendations on specific measures:

Not applicable.

Recommended timeframe to implement specific measures:

Not applicable.

Obligation:
12.1**Audit criteria:**

Providers of intermediary services shall designate a single point of contact to enable recipients of the service to communicate directly and rapidly with them, by electronic means and in a user-friendly manner, including by allowing recipients of the service to choose the means of communication, which shall not solely rely on automated tools.

Management's definition of "rapidly": Necessary communication takes place within 7 days across the workflows

Materiality threshold:

A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:

An intermediary service contact was not designated.

Recipients of the service were not able to communicate directly by electronic means with the intermediary service contact for more than 48 hours.

Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.

1. Inquired with management throughout the audit period and ascertained a single point of contact was posted and available to recipients of the services in the EU region to contact through electronic or other means of communication other than automated tools.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.

3. Inspected the Help Center page for Instagram, and ascertained the Instagram Help Center web page was accessible to Instagram users in the EU, and a single point of contact link was listed.
4. Inspected a sample submission of an intake form through the Single Point of Contact for an EU user and ascertained that the form allows EU users to communicate directly and rapidly with Meta, on behalf of MPIL, and that the form was routed to a employee such that the communication means were included other than automated tools.
5. Inspected a sample of intake requests through the Single Point of Contact from an EU member user for Instagram, and ascertained Meta, on behalf of MPIL, responded to the intake request based on the organisation the requester represented and request type and responded timely to the EU member user request.
6. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive with comments – In our opinion, MPIL complied with Obligation 12.1 during the Examination Period, in all material respects. For a sample of intake requests through a Single Point of Contact from an EU member user for Instagram tested from the period of 29 August 2023 through 30 April 2024, EY determined 1 out of 25 sample intake requests forms was not responded to rapidly (within 7 days).

Based on inquiry with management, EY ascertained the root cause of the issue was an unexpected uptick in volume of DSA related intake forms that resulted in a backlog and inability to respond “rapidly.” Although the intake request was not responded to within 7 days, a response was provided following the Single Point of Contact process. The issue pertained to the timeliness of the reply, and was not a breakdown of the process or control or an absence of a reply to the intake form.

Recommendations on specific measures:

Although MPIL has already increased its staffing and allocated additional head count of the teams assigned to respond to intake forms from EU member users on Instagram to ensure the intake requests through a Single Point of Contact (SPOC) form are responded to management should continue to monitor staffing levels to determine adequate resources remain available to report to intake forms.

Recommended timeframe to implement specific measures:

MPIL should implement monitoring mechanisms to ensure prioritization for SPOC requests. Additionally, MPIL should allocate more processes and governance around how Operations allocates resources to these workstreams, including building capacity planning touchpoints by Q4 2024.

Obligation:
12.2

Audit criteria:

In addition to the obligations provided under Directive 2000/31/EC, providers of intermediary services shall make public the information necessary for the recipients of the service in order to easily identify and communicate with their single points of contact. That information shall be easily accessible, and shall be kept up to date.

Materiality threshold:

A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:

The intermediary service contact information was not kept up to date.

Audit procedures, results and information relied upon:

In order to evaluate the audited provider’s compliance with this Specified Requirement, EY evaluated the design and operation of control(s) and performed substantive procedures.

<ol style="list-style-type: none"> 1. Inquired with management throughout the audit period and ascertained a single point of contact was posted and available to recipients of the services in the EU region to contact through electronic or other means of communication other than automated tools. 2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. 3. Inspected the activity on the Instagram Help Center Page with the Single Point of Contact link for the past 90 days and ascertained that the Single Point of Contact link was available for EU users to use. 4. Inspected a weekly meeting invitation involving legal team members and the corresponding agenda and ascertained the legal team performed a review of the point of contact for EU Member States' Authorities, the EU Commission, and the EU Board for Digital Services and that the EU users point of contact was accurate and up to date. 5. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment. <p>Changes to the audit procedures during the audit: Not applicable.</p> <p>Conclusion: Positive – In our opinion, MPIL complied with Obligation 12.2 during the Examination Period, in all material respects.</p>	
<p>Recommendations on specific measures: Not applicable.</p>	<p>Recommended timeframe to implement specific measures: Not applicable.</p>

<p>Obligation: 14.2</p>	<p>Audit criteria: Providers of intermediary services shall inform the recipients of the service of any significant change to the terms and conditions.</p> <p>Management's definition of "significant change": A material change in the Company's terms and conditions that requires a notification under local law and EU law. Specifically, terms of service/terms of use updates go through a legal review process, which includes assessing notification requirements based on local law and EU law.</p>	<p>Materiality threshold: A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following: The Company did not inform recipients of the service of any significant change to the terms and conditions.</p>
<p>Audit procedures, results and information relied upon: In order to evaluate the audited provider's compliance with this Specified Requirement, EY evaluated the design and operation of control(s) and performed substantive procedures.</p> <ol style="list-style-type: none"> 1. Inquired with management throughout the audit period and ascertained there was a process to inform recipients of the service of any significant change to the terms and conditions. 2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. 3. Inspected a sample change to the terms and conditions for Instagram and ascertained the users were notified of the changes to the terms of service/terms of use. 4. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment. <p>Changes to the audit procedures during the audit: Not applicable.</p> <p>Conclusion: Positive – In our opinion, MPIL complied with Obligation 14.2 during the Examination Period, in all material respects.</p>		

Recommendations on specific measures: Not applicable.	Recommended timeframe to implement specific measures: Not applicable.
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Obligation: 14.4	Audit criteria: <p>Providers of intermediary services shall act in a diligent, objective and proportionate manner in applying and enforcing the restrictions referred to in paragraph 1, with due regard to the rights and legitimate interests of all parties involved, including the fundamental rights of the recipients of the service, such as the freedom of expression, freedom and pluralism of the media, and other fundamental rights and freedoms as enshrined in the Charter.</p> <p>Management’s definition of “diligent”: Taking a careful, methodical and thoughtful approach. The Company employs both technology and human review teams to detect, review and take action on certain content across Instagram.</p> <p>Management’s definition of “objective”: A non-arbitrary approach. The Company deploys various procedures, processes, and tools that the Company may use to moderate content its services and provides relevant training to moderation teams.</p> <p>Management’s definition of “proportionate”: A measured and balanced approach to the advantages of limiting rights against the disadvantages of exercising such rights. The Company provides detailed information on its procedures of enforcement and processes for users if they disagree with a decision The Company has taken relating to content.</p>	Materiality threshold: <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>The Company did not act in a diligent, objective and proportionate manner in applying and enforcing the restrictions referred to in paragraph 1, with due regard to the rights and legitimate interests of all parties involved.</p>
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Audit procedures, results and information relied upon:

In order to evaluate the audited provider’s compliance with this Specified Requirement, EY evaluated the design and operation of control(s) and performed substantive procedures.

1. Inquired with management throughout the audit period and ascertained MPIL acted in a diligent, objective and proportionate manner when applying and enforcing the restrictions referred to in paragraph 1 of Article 14 with due regard to the rights and legitimate interests of all parties involved, including the fundamental rights of the recipients of the service, such as the freedom of expression, freedom and pluralism of the media, and other fundamental rights and freedoms as enshrined in the Charter.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected the policies and mechanisms for notices for applying and enforcing restrictions referred to in paragraph 1 of Article 14 and ascertained they included language and procedures to support the application and enforcement of restrictions with due regard to the rights and legitimate interests of all parties involved, including the fundamental rights of the recipients of the service, such as the freedom of expression, freedom and pluralism of the media, and other fundamental rights and freedoms as enshrined in the Charter.
4. Inspected the Company’s notice and complaint mechanisms and ascertained that the Company acts in a diligent, objective, and proportionate manner in applying and enforcing restrictions referred to in paragraph 1 of Article 14 with due regard to the rights and legitimate interests of all parties involved, including the fundamental rights of the recipients of the service,

<p>such as the freedom of expression, freedom and pluralism of the media, and other fundamental rights and freedoms as enshrined in the Charter.</p> <p>5. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment.</p> <p>Changes to the audit procedures during the audit:</p> <p>Not applicable.</p> <p>Conclusion:</p> <p>Positive – In our opinion, MPIL complied with Obligation 14.4 during the Examination Period, in all material respects.</p>	
<p>Recommendations on specific measures:</p> <p>Not applicable.</p>	<p>Recommended timeframe to implement specific measures:</p> <p>Not applicable.</p>

<p>Obligation:</p> <p>14.5</p>	<p>Audit criteria:</p> <p>Providers of very large online platforms and of very large online search engines shall provide recipients of services with a concise, easily-accessible and machine-readable summary of the terms and conditions, including the available remedies and redress mechanisms, in clear and unambiguous language.</p> <p>Management’s definition of “machine readable”: Any document format where the information provided can be extracted programmatically, meaning in this context that the summary of the terms and conditions for Instagram are accessible online.</p> <p>Management’s definition of “concise, easily accessible, clear, unambiguous”: The information is easy to perceive, understand or interpret for users, by using standardized, non-technical, user-friendly language. For example, disclaimers and other explanatory mechanisms may also be leveraged to create clarity in instances where information may be misinterpreted.</p>	<p>Materiality threshold:</p> <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>The terms and conditions were not provided in a concise, easily-accessible and machine-readable summary.</p> <p>The terms and conditions did not include available remedies and redress mechanisms, in clear and unambiguous language.</p>
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<p>Audit procedures, results and information relied upon:</p> <p>In order to evaluate the audited provider’s compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.</p> <ol style="list-style-type: none"> 1. Inquired with management throughout the audit period and ascertained Meta, on behalf of MPIL, provided recipients a concise, easily-accessible and machine readable summary of the terms and conditions including the available remedies and redress mechanisms, in clear and unambiguous language. 2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. 3. Inspected the terms and conditions for Instagram and ascertained the summary of the terms and conditions were concise, easily-accessible, and machine readable and, included remedies and redress mechanisms, in clear and unambiguous language. <p>Changes to the audit procedures during the audit:</p> <p>Not applicable.</p> <p>Conclusion:</p> <p>Positive – In our opinion, MPIL complied with Obligation 14.5 during the Examination Period, in all material respects.</p>	
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Recommendations on specific measures: Not applicable.	Recommended timeframe to implement specific measures: Not applicable.
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Obligation: 14.6	Audit criteria: Very large online platforms and very large online search engines within the meaning of Article 33 shall publish their terms and conditions in the official languages of all the Member States in which they offer their services.	Materiality threshold: A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following: The Company did not publish their terms and conditions in the official languages of all the EU Member States.
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Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.

1. Inquired with management throughout the audit period and ascertained Meta, on behalf of MPIL, published their terms and conditions and notifications in the official language of all the Member States in which Instagram services are offered.
2. Inquired with management throughout the audit period and ascertained that Meta, on behalf of MPIL, translated the terms and conditions and notifications from English to the language of each of the EU member states.
3. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
4. Inspected the terms and conditions for Instagram and ascertained the terms and conditions and notifications were published in the official language of each EU Member State.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive – In our opinion, MPIL complied with Obligation 14.6 during the Examination Period, in all material respects.

Recommendations on specific measures: Not applicable.	Recommended timeframe to implement specific measures: Not applicable.
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Obligation: 15.1	Audit criteria: Providers of intermediary services shall make publicly available, in a machine-readable format and in an easily accessible manner, at least once a year, clear, easily comprehensible reports on any content moderation that they engaged in during the relevant period. Those reports shall include, in particular, information on the following, as applicable: a) for providers of intermediary services, the number of orders received from Member States' authorities including orders issued in accordance with Articles 9 and 10,	Materiality threshold: A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following: The metrics stipulated in Article 15.1.(a) - Article 15.1.(e) were not made publicly available.
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	<p>categorized by the type of illegal content concerned, the Member State issuing the order, and the median time needed to inform the authority issuing the order, or any other authority specified in the order, of its receipt, and to give effect to the order;</p> <p>b) for providers of hosting services, the number of notices submitted in accordance with Article 16, categorized by the type of alleged illegal content concerned, the number of notices submitted by trusted flaggers, any action taken pursuant to the notices by differentiating whether the action was taken on the basis of the law or the terms and conditions of the provider, the number of notices processed by using automated means and the median time needed for taking the action;</p> <p>c) for providers of intermediary services, meaningful and comprehensible information about the content moderation engaged in at the providers' own initiative, including the use of automated tools, the measures taken to provide training and assistance to persons in charge of content moderation, the number and type of measures taken that affect the availability, visibility and accessibility of information provided by the recipients of the service and the recipients' ability to provide information through the service, and other related restrictions of the service; the information reported shall be categorized by the type of illegal content or violation of the terms and conditions of the service provider, by the detection method and by the type of restriction applied;</p> <p>d) for providers of intermediary services, the number of complaints received through the internal complaint-handling systems in accordance with the provider's terms and conditions and additionally, for providers of online platforms, in accordance with Article 20, the basis for those complaints, decisions taken in respect of those complaints, the median time needed for taking those decisions and the number of instances where those decisions were reversed;</p> <p>any use made of automated means for the purpose of content moderation, including a qualitative description, a specification of the precise purposes, indicators of the accuracy and the possible rate of error of the automated means used in fulfilling those purposes, and any safeguards applied.</p> <p>Management's definition of "easily accessible": Available to anyone and does not require a service login.</p> <p>Management's definition of "clear": Easy to understand or interpret and when necessary, disclaimers or other explanatory mechanisms are leveraged to provide clarity where information may be misinterpreted.</p>	<p>The metrics stipulated in Article 15.1.(a) - Article 15.1.(e) were not in a machine-readable format.</p> <p>The metrics stipulated in Article 15.1.(a) - Article 15.1.(e) were not in an easily accessible manner.</p> <p>The metrics stipulated in Article 15.1.(a) - Article 15.1.(e) were not issued at least once a year,</p>
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	Management’s definition of “easily comprehensible”: Information is presented using plain language that can be understood by an audience unfamiliar with the Company’s content moderation practices or the DSA law text.	
Audit procedures, results and information relied upon: In order to evaluate the audited provider’s compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed. <ol style="list-style-type: none"> 1. Inquired with management throughout the audit period and ascertained a report on content moderation for Instagram was made publicly available and the published report was easily accessible, clear, and easily comprehensible, and in a machine-readable format at least annually. 2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. 3. Inspected the publicly available website within the EU and ascertained the Digital Services Act Transparency Report for Instagram was easily accessible to a user, clear and easily comprehensible, and in a machine-readable format. 4. Inspected the publicly available website within the EU and ascertained Meta, on behalf of MPIL, published the Digital Services Act Transparency Report for Instagram at least annually. 5. Inspected the publicly available Digital Services Act Transparency Report for Instagram and ascertained the report included the number of orders received from Member States’ authorities, categorized by the type of illegal content concerned, the Member State issuing the order, and the median time needed to inform the authority issuing the order of both order receipt and effect taken on the order. 6. Inspected the publicly available Digital Services Act Transparency Report for Instagram and ascertained the report included the number of notices submitted in accordance with Article 16, categorized by the type of alleged illegal content. 7. Inspected the Digital Services Act Transparency Report for Instagram and ascertained Meta, on behalf of MPIL, reported the action taken pursuant to the content notices by differentiating whether the action was taken on the basis of the law or the terms and conditions of the provider. 8. Inspected the Digital Services Act Transparency Report for Instagram and ascertained Meta, on behalf of MPIL, published the number of notices processed using automated means, and the median time needed to take action on a content notice. 9. Inspected the Digital Services Act Transparency Report for Instagram and ascertained Meta reported the number of notices received by trusted flaggers. 10. Inspected the Digital Services Act Transparency Report for Instagram and ascertained Meta, on behalf of MPIL, reported information about the content moderation used, including the number and type of measures taken that affect the availability, visibility, and accessibility of the information provided and the user’s ability to provide information through the service and that the information reported was categorized by the type of illegal content or violation of the terms and conditions of the service provider, by the detection method and the type of restriction applied. 11. Inspected the Digital Services Act Transparency Report for Instagram and ascertained Meta, on behalf of MPIL, published information about the content moderation, including the use of automated tools and the measures taken to provide training and assistance to the persons in charge of content moderation. 12. Inspected the Digital Services Act Transparency Report for Instagram and ascertained Meta, on behalf of MPIL, reports the number of complaints received through the internal complaint-handling systems in accordance with the terms and conditions, and, in accordance with Article 20, the basis for those complaints, decisions taken in respect of those complaints, the median time needed for taking those decisions and the number of instances where those decisions were reversed. 13. Inspected the publicly available Digital Services Act Transparency Report for Instagram and ascertained that information was made available around the use of automation for the purposes of content moderation and includes a: <ul style="list-style-type: none"> ▶ Qualitative description ▶ Specification of the precise purposes ▶ Indicators of the accuracy ▶ Possible rate of error of the automated process 		

14. Inspected the publicly available Digital Service Act Transparency Report for Instagram published in April 2024 and ascertained information on indicators of accuracy and the possible rate of error of the automated means was made available around the use of automation for the purposes of content moderation.
15. Inspected the Standard Operating Procedure for the Transparency Report and ascertained that the policy included guidance and instructions on activities in place to execute transparency reporting processes within the required timelines, supporting materials, templates, and roles and responsibilities.
16. Inspected management's review of the publicly available Digital Services Act Transparency Report for Instagram and ascertained that the metrics for Instagram were reviewed and approved by the appropriate leads of the Meta teams responsible for the components of the Transparency Report prior to the issuance of the report on the publicly available website and that the metrics published in the Instagram Transparency Report reconciled.
17. Inspected each of the metrics within the publicly available Digital Services Act Transparency Report for Instagram and ascertained that the metrics reconciled with the data from the content moderation system.
18. Inspected the supporting database tables storing Transparency Report data and ascertained access to the tables was restricted through access control lists.
19. Inspected the access control lists code and ascertained the access to provision access to users was designed to restricted to a privileged role.
20. Selected a user from each of the access control lists of the tables storing Transparency Report data and ascertained the user was appropriate based on their job title and responsibility.

Changes to the audit procedures during the audit:

Performed procedures to test remediation of the following identified article non-compliance: In accordance with Article 15.1.(e), MPIL must report on "the indicators of the accuracy and the possible rate of error of the automated means used in fulfilling those purposes." Per inspection of the October 2023 Transparency Report, MPIL did not report the indicators of accuracy.

Conclusion:

Negative – In our opinion, except for the effects of the material non-compliance described in the following paragraphs, MPIL complied with Obligation 15.1 during the Examination Period, in all material respects.

In accordance with Article 15.1.(c), MPIL must report "meaningful and comprehensible information about the content moderation engaged in at the providers' own initiative, including ... and other related restrictions of the service." Based on inspection of the language in table 15.1.b, of the DSA Transparency Report published in October 2023, the restrictions under the DSA articles include the disclosure of monetization restrictions. MPIL did not report on the monetization restrictions as required.

In accordance with Article 15.1.(d), MPIL must report "the number of complaints received through the internal complaint-handling systems in accordance with the provider's terms and conditions and additionally, for providers of online platforms, in accordance with Article 20, the basis for those complaints, decisions taken in respect of those complaints, the median time needed for taking those decisions and the number of instances where those decisions were reversed." Per inspection of table 15.1.c(1) of the DSA Transparency Reports published in October 2023 and April 2024, MPIL reported content moderation measures broken down by type of violations ("violation reasons" in report) and detection types ("removed automation volume" in report) for organic content, but did not provide such breakdown for non-organic content (e.g., business entities).

In accordance with Article 15.1.(c), MPIL's content moderation data must "be categorized by the type of illegal content or violation of the terms and conditions of the service provider, by the detection method and by the type of restriction applied." Per inspection of the Instagram Transparency Reports, MPIL does not report the content moderation measures by type of restriction applied in table 15.1.c(3) of the DSA Transparency Report published in October 2023. MPIL also does not report the violation type or detection method for account restrictions in table 15.1.c.(3) of the DSA Transparency Report published in October 2023.

In accordance with Article 15.1.(c), MPIL's content moderation data must "be categorized by the type of illegal content or violation of the terms and conditions of the service provider, by the detection method and by the type of restriction applied." Per inspection of the Instagram Transparency Reports, MPIL did not report the content moderation measures by type of violation nor detection method applied in table 15.1.c.(2) of the DSA Transparency Report published in October 2023.

In accordance with Article 15.1.(e), MPIL must report on "the indicators of the accuracy and the possible rate of error of the automated means used in fulfilling those purposes." Per inspection of the October 2023 Transparency Report, MPIL did not report the indicators of accuracy.

Furthermore, based on our inspection of the October 2023 and April 2024 Instagram Transparency Report, EY ascertained the following items were not a matter of material non-compliance.

There were some metrics included in the report that were reported at a consolidated level (Facebook and Instagram combined) and not specifically for each VLOP. The metrics reported at a consolidated level are as follows:

- ▶ Table 15.1.c.(2) – Number of business entity measures for Advertising + Commerce Content Removed & Restricted [October 2023 Report]
- ▶ Table 15.1.d.(2) – Number of additional complaints and restores for Advertising + Commerce Content Removed & Restricted [October 2023 Report]
- ▶ Table 15.1.d.(5) – Median time needed for decision or action on complaints [October 2023 Report]
- ▶ Table 15.1.c.(2) – Number of business content removals for Advertising + Commerce Content Removal Volume & Removal Automation Volume [April 2024 Report]
- ▶ Table 15.1.c.(3) – Number of provisions of service termination measures for Termination Volume & Termination Automation Volume [April 2024 Report]
- ▶ Table 15.1.d.(2) – Number of business content removal complaints and restores for removed business content for Advertising and Commerce Total Complaint Volume & Total Restored Content After Complaint [April 2024 Report]
- ▶ Table 15.1.d.(3) – Number of complaints and restores by type of restriction for Termination of the Provision of the Service for Total Complaint Volume and Total Restored Entities After Complaint [April 2024 Report]
- ▶ Table 15.1.d.(6) – Median time needed for decision or action on complaints [April 2024 Report]
- ▶ Table 15.1.3.(1) – Indicators of Accuracy for Automation Overturn Rate [April 2024 Report]

Per inspection of the Instagram Transparency Report in table 15.1.b.(1), EY ascertained MPIL did not report on the number of notices based on “the terms and conditions of the provider.” As specified in Article 15.1.(b), MPIL must report on “the number of notices submitted in accordance with Article 16, categorized by the type of alleged illegal content concerned, the number of notices submitted by trusted flaggers, any action taken pursuant to the notices by differentiating whether the action was taken on the basis of the law or the terms and conditions of the provider.” Per inquiry with management, EY ascertained the data field, “Number of Notices with Content Removal” pertains to actions MPIL has taken based on their terms and conditions and the data field pertains to “Number of Notices with Restriction of Access to Content” related to actions MPIL has taken based on illegality.

Recommendations on specific measures:

MPIL should revise its content moderation reporting to report metrics at the individual VLOP level instead of at the entity level.

MPIL should update their transparency report headers or include specific language in the report to delineate which actions were taken based on the terms and conditions and which actions were taken based on illegality.

MPIL should revise its content moderation reporting to include the monetization restriction in accordance with the Article 15.1.(c).

Although MPIL reported breakdowns for their determination of organic content the Company should revise its content moderation reporting to include a breakdown for advertising and business entity content restrictions in accordance with the Article 15.1.(d) and Article 20.

MPIL should revise its content moderation reporting to include content moderation measures by type of restriction applied in table 15.1.(c), type of violation or detection method applied in table 15.1.c.(2), and the violation type or detection method for account restrictions in table 15.1.c.(3).

Recommended timeframe to implement specific measures:

MPIL should build technical capabilities in Q3 2024 to enable reporting of metrics (noted in recommendations) and publish them in the fourth transparency report in early 2025.

On 26 April 2024, MPIL updated the published second Instagram Transparency Report and included the indicators of accuracy and the possible rate of error of the automated means in the second Instagram Transparency Report.

Section 2 – Additional provisions applicable to providers of hosting services, including online platforms

<p>Obligation: 16.2</p>	<p>Audit criteria:</p> <p>The mechanisms referred to in paragraph 1 shall be such as to facilitate the submission of sufficiently precise and adequately substantiated notices. To that end, the providers of hosting services shall take the necessary measures to enable and to facilitate the submission of notices containing all of the following elements:</p> <ul style="list-style-type: none"> a) a sufficiently substantiated explanation of the reasons why the individual or entity alleges the information in question to be illegal content. b) a clear indication of the exact electronic location of that information, such as the exact URL or URLs, and, where necessary, additional information enabling the identification of the illegal content adapted to the type of content and to the specific type of hosting service. c) the name and email address of the individual or entity submitting the notice, except in the case of information considered to involve one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU; d) a statement confirming the bona fide belief of the individual or entity submitting the notice that the information and allegations contained therein are accurate and complete. <p>Management’s definition of “sufficiently precise and adequately substantiated”: The notice form is designed in a manner to enable a user or non-user to provide a reason for why the reported content is allegedly illegal.</p> <p>Management’s definition of “sufficiently substantiated”: Users are able to include additional information to support the user’s notice.</p> <p>Management’s definition of “clear”: Readable by the user.</p>	<p>Materiality threshold:</p> <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>The mechanisms referred to in Article 16.1 did not facilitate the submission of sufficiently precise or adequately substantiated notices.</p> <p>The submission notices for the mechanisms did not allow for the following elements:</p> <ul style="list-style-type: none"> a) A sufficiently substantiated explanation of the reasons why the individual or entity alleges the information in question to be illegal content; b) A clear indication of the exact electronic location of that information, such as the exact URL or URLs, and, where necessary, additional information enabling the identification of the illegal content adapted to the type of content and to the specific type of hosting service; c) The name and email address of the individual or entity submitting the notice, except in the case of information considered to involve one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU; <p>A statement confirming the bona fide belief of the individual or entity submitting the notice that the information and allegations contained therein are accurate and complete.</p>
<p>Audit procedures, results and information relied upon:</p> <p>In order to evaluate the audited provider’s compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.</p> <ol style="list-style-type: none"> 1. Inquired with management throughout the audit period and ascertained the form to facilitate the submission of sufficiently precise and adequately substantiated notices contained elements that allowed a user (user or non-user) or entity to submit notices on Instagram containing 1) substantiated explanations of the reasons why the user considered the content illegal 2) the exact electronic location of the illegal content 3) the name and email address of the individual or entity submitting the notice 4) a statement confirming the user’s belief the notice submitted was accurate and complete. 2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. 		

3. Inspected the code for the notice mechanism for Instagram and ascertained the mechanism was designed to direct Instagram users to the same set of notice forms to report alleged illegal content.
4. Inspected the notice mechanism for Instagram and ascertained the mechanism facilitated the submission of sufficiently precise and adequately substantiated notices and contained elements that allowed a user or non-user or entity to submit 1) substantiated explanations of the reasons why the user considered the content illegal 2) the exact electronic location of the illegal content 3) the name and email address of the individual or entity submitting the notice if applicable, and 4) a statement confirming the users belief the notice submitted was accurate and complete.
5. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive – In our opinion, MPIL complied with Obligation 16.2 during the Examination Period, in all material respects.

Recommendations on specific measures:

Not applicable.

Recommended timeframe to implement specific measures:

Not applicable.

Obligation:
16.4

Audit criteria:

Where the notice contains the electronic contact information of the individual or entity that submitted it, the provider of hosting services shall, without undue delay, send a confirmation of receipt of the notice to that individual or entity.

Management's definition of "undue delay": Within 48 hours upon the receipt of notice.

Materiality threshold:

A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:

Where the notice contained the electronic contact information of the individual or entity that submitted it, a confirmation of the receipt of the notice was not sent to the individual or entity.

The confirmation of the receipt of the notice was not sent to the individual or entity automatically and without undue delay.

Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.

1. Inquired with management throughout the audit period and ascertained Meta, on behalf of MPIL, sent a confirmation of receipt of the notice to the individual or entity who submitted the notice once the notice was received.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected the code for the notice mechanism and ascertained it was designed to provide and individual or entity a confirmation of receipt once the notice was received by Meta, on behalf of MPIL, automatically and without undue delay.
4. Inspected a submission through the notice mechanism for Instagram and ascertained a confirmation receipt was sent to the individual or entity automatically and without undue delay.

<p>5. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment.</p> <p>Changes to the audit procedures during the audit:</p> <p>Not applicable.</p> <p>Conclusion:</p> <p>Positive – In our opinion, MPIL complied with Obligation 16.4 during the Examination Period, in all material respects.</p>	
<p>Recommendations on specific measures:</p> <p>Not applicable.</p>	<p>Recommended timeframe to implement specific measures:</p> <p>Not applicable.</p>

<p>Obligation:</p> <p>17.3</p>	<p>Audit criteria:</p> <p>The statement of reasons referred to in paragraph 1 shall at least contain the following information:</p> <ul style="list-style-type: none"> a) information on whether the decision entails either the removal of, the disabling of access to, the demotion of or the restriction of the visibility of the information, or the suspension or termination of monetary payments related to that information, or imposes other measures referred to in paragraph 1 with regard to the information, and, where relevant, the territorial scope of the decision and its duration; b) the facts and circumstances relied on in taking the decision, including, where relevant, information on whether the decision was taken pursuant to a notice submitted in accordance with Article 16 or based on voluntary own-initiative investigations and, where strictly necessary, the identity of the notifier; c) where applicable, information on the use made of automated means in taking the decision, including information on whether the decision was taken in respect of content detected or identified using automated means; d) where the decision concerns allegedly illegal content, a reference to the legal ground relied on and explanations as to why the information is considered to be illegal content on that ground; e) where the decision is based on the alleged incompatibility of the information with the terms and conditions of the provider of hosting services, a reference to the contractual ground relied on and explanations as to why the information is considered to be incompatible with that ground; f) clear and user-friendly information on the possibilities for redress available to the recipient of the service in respect of the decision, in particular, where applicable through internal complaint-handling mechanisms, out-of-court dispute settlement and judicial redress. 	<p>Materiality threshold:</p> <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>The statement of the reason issued did not contain one or more of the following pieces of information:</p> <ul style="list-style-type: none"> a) information on whether the decision entails either the removal of, the disabling of access to, the demotion of or the restriction of the visibility of the information, or the suspension or termination of monetary payments related to that information, or imposes other measures referred to in paragraph 1 with regard to the information, and, where relevant, the territorial scope of the decision and its duration; b) the facts and circumstances relied on in taking the decision, including, where relevant, information on whether the decision was taken pursuant to a notice submitted in accordance with Article 16 or based on voluntary own-initiative investigations and, where strictly necessary, the identity of the notifier; c) where applicable, information on the use made of automated means in taking the decision, including information on whether the decision was taken in respect of content detected or identified using automated means;
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	<p>Management's definition of "clear and user-friendly": The statement of reason and the required information is presented to the user in plain text, standardized, non-technical language that is easy to perceive, understand or interpret.</p>	<p>d) where the decision concerns allegedly illegal content, a reference to the legal ground relied on and explanations as to why the information is considered to be illegal content on that ground;</p> <p>e) where the decision is based on the alleged incompatibility of the information with the terms and conditions of the provider of hosting services, a reference to the contractual ground relied on and explanations as to why the information is considered to be incompatible with that ground;</p> <p>f) clear and user-friendly information on the possibilities for redress available to the recipient of the service in respect of the decision, in particular, where applicable through internal complaint-handling mechanisms, out-of-court dispute settlement and judicial redress.</p>
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Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.

1. Inquired with management throughout the audit period and ascertained any statements of reason communicated to recipients included 1) the nature of the enforcement action, 2) the facts and circumstances relevant to the enforcement decision, 3) the use of automated means in making the decision, 4) a reference to either the legal ground or the terms and conditions the content is incompatible with, and 5) notification of a redress options available to the user, including via the internal complaint handling mechanism, or out-of-court settlements or judicial redress.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected a sample enforcement notice sent to a user and ascertained the enforcement notice contained the following:
 - a) the nature of the enforcement action, the scope of the restriction, and the duration of the restriction
 - b) the facts and circumstances relevant to the enforcement decision, including whether the decision was actioned as a result of a content notice being submitted to Meta, on behalf of MPIL, or its own voluntary content moderation
 - c) the use of automated means in making the decision, including whether the decision was taken in respect of content detected or identified using automated means
 - d) a reference to either the legal ground or the terms and conditions the content is incompatible with, and an explanation for why the content is incompatible with that ground
 - e) clear and user-friendly notification of a redress options available to the user, including internal complaint mechanisms, out-of-court settlements or judicial redress.
4. Inspected the code for sending enforcement notices and ascertained it was designed so that each enforcement notice contained the following:
 - a) the nature of the enforcement action, the scope of the restriction, and the duration of the restriction
 - b) the facts and circumstances relevant to the enforcement decision, including whether the decision was actioned as a result of a content notice being submitted to Meta, on behalf of MPIL, or its own voluntary content moderation

- c) the use of automated means in making the decision, including whether the decision was taken in respect of content detected or identified using automated means
 - d) a reference to either the legal ground or terms and conditions the content is incompatible with, and an explanation for why the content is incompatible with that ground
 - e) clear and user-friendly notification of a redress options available to the user, including internal complaint mechanisms, out-of-court settlements or judicial redress.
5. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive – In our opinion, MPIL complied with Obligation 17.3 during the Examination Period, in all material respects.

Recommendations on specific measures:

Not applicable.

Recommended timeframe to implement specific measures:

Not applicable.

<p>Obligation: 18.1</p>	<p>Audit criteria: Identification of processes and controls appropriately designed and operated to enable the provider, when it becomes aware of information giving rise to a suspicion that a criminal offence involving a threat to the life or safety of a person or persons has taken place, is taking place or is likely to take place to promptly inform the law enforcement or judicial authorities of the Member State or Member States concerned of its suspicion and provide all relevant information available.</p> <p>Management's definition of "promptly": The Company has not defined a definition for this term. Please refer to the audit procedures below for the testing parameter(s) used.</p>	<p>Materiality threshold: A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>When the Company became aware of any information giving rise to a suspicion that a criminal offence involving a threat to the life or safety of a person or persons has taken place, is taking place or is likely to take place, the Company did not promptly (testing parameter: 24 hours) inform law enforcement or judicial authorities of the Member State or Member States concerned of its suspicion.</p> <p>When the Company became aware of any information giving rise to a suspicion that a criminal offence involving a threat to the life or safety of a person or persons has taken place, is taking place or is likely to take place, the Company did not provide all relevant information available.</p> <p>The Company did not maintain a contact listing of designated law enforcement or judicial authorities for each Member State and Europol.</p>
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Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY evaluated the design and operation of

control(s) and performed substantive procedures.

1. Inquired with management throughout the audit period and ascertained that when the Company became aware of information giving rise to a suspicion that a criminal offence involving a threat to the life or safety of a person or person had taken place, was taking place or was likely to take place, the Company had a process to inform the law enforcement or judicial authorities of the concerned Member State or Member States and provide relevant information.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected the data flow diagram and associated Review policy and ascertained MPIL had a process and policy in place to identify potential information giving rise to a suspicion that a criminal offence involving a threat to the life or safety of a person or persons.
4. Inspected the Case Management system and ascertained that when MPIL became aware of information giving rise to a suspicion that a criminal offence involving a threat to the life or safety of a person or persons a process existed to identify and notify the concerned Member State(s) authority (as the authority of the EU member State(s) in which the offence was suspected to have taken place, was taking place or was likely to take place, or the Member State where the suspected offender was located, or the Member State where the victim of the suspected offence was located).
5. Inspected the list of law enforcement or judicial authorities of the EU Member States and ascertained the Company had designated law enforcement or judicial authorities for each Member State and Europol.
6. Inspected a sample of notifications where MPIL became aware of information giving rise to a suspicion of a criminal offence involving a threat to the life or safety of a person or persons, and ascertained MPIL promptly (testing parameters: 24 hours) informed law enforcement or judicial authorities of the Member State(s) concerned and/or Europol of its suspicions, and that the Member State(s) and/or Europol was provided relevant information in accordance with Article 18 (based on where the offense was suspected to had taken place, was taking place, or was likely to take place, including where the suspected offender was located or where the victim of the suspected offense was located).
7. Inspected a potential notification of a suspicion of a criminal offence case that MPIL became aware of and ascertained that MPIL reviewed the information and determined the information did not give rise to a credible suspicion of criminal offense and therefore MPIL did not notify any Member States.
8. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment.

Changes to the audit procedures during the audit:

EY identified an exception in EY's testing of a sample of notifications where MPIL became aware of information giving rise to a suspicion of a criminal offence involving a threat to the life or safety of a person or persons. Accordingly, EY expanded our sample size. Based on the testing of the expanded samples, EY concluded that the exception identified was isolated.

Conclusion:

Positive with Comments: In our opinion, MPIL complied with Obligation 18.1 during the Examination Period, in all material respects. However, MPIL has not established a general time threshold of "promptly."

Recommendations on specific measures:

MPIL should adopt a benchmark to define "promptly."

Recommended timeframe to implement specific measures:

MPIL should explore ways in which it could give effect to the aims of this recommended measure, alongside other measures it already has in place and were reviewed under the audit, to ensure it maintains processes for promptly informing authorities in applicable cases.

Obligation: 18.2	Audit criteria: <p>Where the provider of hosting services cannot identify with reasonable certainty the Member State concerned, it shall inform the law enforcement authorities of the Member State in which it is established or where its legal representative resides or is established or inform Europol, or both.</p> <p>For the purpose of this Article, the Member State concerned shall be the Member State in which the offence is suspected to have taken place, to be taking place or to be likely to take place, or the Member State where the suspected offender resides or is located, or the Member State where the victim of the suspected offence resides or is located.</p>	Materiality threshold: <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>Where the Company could not identify with reasonable certainty the Member State concerned, a process was not in place to inform the law enforcement authorities of the Member State in which it was established or where its legal representative resided or was established or inform Europol, or both</p>
Audit procedures, results and information relied upon: <p>In order to evaluate the audited provider's compliance with this Specified Requirement, EY evaluated the design and operation of control(s) and performed substantive procedures.</p> <ol style="list-style-type: none"> 1. Inquired with management throughout the audit period and ascertained that when the Company became aware of information giving rise to a suspicion that a criminal offence involving a threat to the life or safety of a person or person had taken place, was taking place or was likely to take place, and the Company was not able to identify or reach the Member State concerned, it informed Europol. 2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. 3. Inspected a sample of cases where MPIL became aware of information giving rise to a suspicion of a criminal offence involving a threat to the life or safety of a person or persons, and ascertained that MPIL informed the appropriate law enforcement or judicial authorities of the concerned Member State(s) and /or Europol of its suspicions, and that the Member State(s) and/ or Europol was provided relevant information (the Member State(s) concerned were identified based on where the offense was suspected to had taken place, was taking place, or was likely to take place, including where the suspected offender was located or where the victim of the suspected offense was located). 4. Inspected a potential notification of a suspicion of a criminal offence case that MPIL became aware of and ascertained that MPIL reviewed the information and determined the information did not give rise to a credible suspicion of criminal offense and therefore MPIL did not notify any Member States. 5. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment. <p>Changes to the audit procedures during the audit: Not applicable.</p> <p>Conclusion: Positive – In our opinion, MPIL complied with Obligation 18.2 during the Examination Period, in all material respects.</p>		
Recommendations on specific measures: Not applicable.	Recommended timeframe to implement specific measures: Not applicable.	

Section 3 – Additional provisions applicable to providers of online platforms

<p>Obligation: 20.4</p>	<p>Audit criteria:</p> <p>Providers of online platforms shall handle complaints submitted through their internal complaint-handling system in a timely, non-discriminatory, diligent and non-arbitrary manner. Where a complaint contains sufficient grounds for the provider of the online platform to consider that its decision not to act upon the notice is unfounded or that the information to which the complaint relates is not illegal and is not incompatible with its terms and conditions, or contains information indicating that the complainant's conduct does not warrant the measure taken, it shall reverse its decision referred to in paragraph 1 without undue delay.</p> <p>Management's definition of "timely" and "undue delay": The Company processes internal complaints and does not artificially add any time to the process.</p> <p>Complaints are decided within 72 hours.</p> <p>Management's definition of "non-discriminatory," "non-arbitrary" and "diligent": Reviews of complaints are performed based on applicable terms and conditions and laws.</p>	<p>Materiality threshold:</p> <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>A complaint-handling system was not in place.</p> <p>The complaint-handling system did not support timely, non-discriminatory, diligent and non-arbitrary decisions.</p> <p>Unfounded decision not to act upon the notice i or information to which the complaint relates is not illegal and is not incompatible with its terms and conditions, or contains information indicating that the complainant's conduct does not warrant the measure taken, the decision was not without undue delay.</p>
<p>Audit procedures, results and information relied upon:</p> <p>In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.</p> <ol style="list-style-type: none"> 1. Inquired with management throughout the audit period and ascertained Meta, on behalf of MPIL, handled complaints in a timely, non-discriminatory, diligent and non-arbitrary manner and that Meta, on behalf of MPIL, reversed content enforcement decisions when there were sufficient grounds to do so without undue delay. 2. Inspected a sample reporter complaint and actor complaint for Instagram and ascertained the decision(s) on the complaints were communicated to the complaint submitter timely. 3. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. 4. Inspected the statement of work for the human reviewers and the training materials provided to human complaint reviewers and ascertained key performance indicators were monitored by Meta, on behalf of MPIL, to ensure the accuracy of the human reviewers and that the material included information on how to make decisions on notices in a timely, diligent, non-arbitrary and objective manner. 5. Inspected management's monitoring of the automation which makes decisions on complaints and ascertained the review was sufficient to ensure the automation was making complaint decisions in a timely, non-discriminatory, diligent and non-arbitrary manner. 6. Inspected the code which restores or removes content based on complaint decisions and ascertained the code was designed to either restrict or restore content, accounts, or monetization abilities based on the complaint decision in a timely manner. 7. Selected a sample of complaints against statement of reasons successfully reversed and ascertained the content, account, provision of the service, or monetization ability was restored in a timely manner. 8. Inspected a sample of reporter complaints successfully reversed and ascertained the content, account, provision of the service, or monetization ability was removed in a timely manner. 9. Inspected the code for Instagram and ascertained the code was designed to automatically send a notification to both reporter complainants and actor complainants with the decision in respect to a complaint, and provided information on the possibility of out-of-court dispute settlements via Article 21 and other available possibilities for redress. 		

<p>10. Inspected a sample accepted and denied reporter and actor complaint on Instagram and ascertained the decision(s) on the complaints were communicated to the complaint submitter automatically and that the complaint outcome decision notification contained information on the possibility of out-of-court dispute settlement provided for in Article 21 and other available possibilities for redress.</p> <p>11. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment.</p> <p>Changes to the audit procedures during the audit:</p> <p>Not applicable.</p> <p>Conclusion:</p> <p>Positive – In our opinion, MPIL complied with Obligation 20.4 during the Examination Period, in all material respects.</p>	
<p>Recommendations on specific measures:</p> <p>Not applicable.</p>	<p>Recommended timeframe to implement specific measures:</p> <p>Not applicable.</p>

<p>Obligation: 20.5</p>	<p>Audit criteria:</p> <p>Providers of online platforms shall inform complainants without undue delay of their reasoned decision in respect of the information to which the complaint relates and of the possibility of out-of-court dispute settlement provided for in Article 21 and other available possibilities for redress.</p> <p>Management’s definition of “undue delay”: The Company processes internal complaints and does not artificially add any time to the process.</p> <p>The Company processes Community Standards within 72 hours.</p> <p>For complaints resulting from Article 16 locally illegal content enforcement, complaints may take longer due to additional information requested from the affected user.</p>	<p>Materiality threshold:</p> <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>Information to which the complaint relates and of the possibility of out-of-court dispute settlement provided for in Article 21 and other available possibilities for redress are not included in reasoned decision.</p>
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<p>Audit procedures, results and information relied upon:</p> <p>In order to evaluate the audited provider’s compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.</p> <ol style="list-style-type: none"> 1. Inquired with management throughout the audit period and ascertained Meta, on behalf of MPIL, informed complainants (both reporter complainants, and actor complainants) without undue delay of the decisions in respect to a complaint and provided information on the possibility of out-of-court dispute settlements via Article 21 and other available possibilities for redress. 2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. 3. Inspected the statement of work for the human reviewers and the training materials provided to human complaint reviewers and ascertained key performance indicators were monitored by Meta, on behalf of MPIL, to ensure the accuracy of the human reviewers and that the material included information on how to make decisions on notices in a timely, diligent, non-arbitrary and objective manner. 4. Inspected management’s monitoring of the automation which makes decisions on complaints and ascertained the review is sufficient to ensure the automation is making complaint decisions in a timely, non-discriminatory, diligent and non-arbitrary manner. 	
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5. Inspected the code for Instagram and ascertained the code was designed to automatically send a notification to both reporter complainants and actor complainants with the decision in respect to a complaint, and provided information on the possibility of out-of-court dispute settlements via Article 21 and other available possibilities for redress.
6. Inspected a sample accepted and denied reporter and actor complaint on Instagram and ascertained the decision(s) on the complaints were communicated to the complaint submitter automatically and that the complaint outcome decision notification contained information on the possibility of out-of-court dispute settlement provided for in Article 21 and other available possibilities for redress.
7. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive – In our opinion, MPIL complied with Obligation 20.5 during the Examination Period, in all material respects.

Recommendations on specific measures:

Not applicable.

Recommended timeframe to implement specific measures:

Not applicable.

Obligation:
20.6

Audit criteria:

Providers of online platforms shall ensure that the decisions, referred to in paragraph 5, are taken under the supervision of appropriately qualified staff, and not solely on the basis of automated means.

Management's definition of "appropriately qualified": Staff with the requisite expertise and training to conduct the supervision.

Materiality threshold:

A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:

Decisions are not taken under the supervision of appropriately qualified staff, and not solely on the basis of automated means.

Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.

1. Inquired with management throughout the audit period and ascertained decisions on complaints were not solely based-on automation means.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected the statement of work for the human reviewers and the training materials provided to human complaint reviewers and ascertained key performance indicators were monitored by Meta, on behalf of MPIL, to ensure the accuracy of the human reviewers and that the material included information on how to make decisions on notices in a timely, diligent, non-arbitrary and objective manner.
4. Inspected management's monitoring of the automation which makes decisions on complaints and ascertained the review is sufficient to ensure the automation is making complaint decisions in a timely, non-discriminatory, diligent and non-arbitrary manner.
5. Inspected management's monitoring of the automation which makes decisions on complaints and the training materials provided to human complaint reviewers and ascertained that decisions were taken under the supervision of appropriately qualified staff, and not solely on the basis of automated means.

<p>6. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment.</p> <p>Changes to the audit procedures during the audit: Not applicable.</p> <p>Conclusion: Positive – In our opinion, MPIL complied with Obligation 20.6 during the Examination Period, in all material respects.</p>	
<p>Recommendations on specific measures: Not applicable.</p>	<p>Recommended timeframe to implement specific measures: Not applicable.</p>

<p>Obligation: 22.1</p>	<p>Audit criteria: Providers of online platforms shall take the necessary technical and organisational measures to ensure that notices submitted by trusted flaggers, acting within their designated area of expertise, through the mechanisms referred to in Article 16, are given priority and are processed and decided upon without undue delay.</p> <p>Management’s definition of “undue delay”: The Company has not defined a definition for this term. Please refer to the audit procedures below for the testing parameter(s) used.</p>	<p>Materiality threshold: A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following: Necessary technical and organisational measures were not in place to ensure notices submitted by trusted flaggers were given priority and were processed and decided upon with undue delay (testing parameter: 7 days).</p>
<p>Audit procedures, results and information relied upon: In order to evaluate the audited provider’s compliance with this Specified Requirement, EY evaluated the design and operation of control(s) and performed substantive procedures.</p> <ol style="list-style-type: none"> 1. Inquired with management throughout the audit period and ascertained notices submitted by trusted flaggers were given priority and were processed and decided upon without undue delay. 2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. 3. Inspected onboarding documentation and ascertained that MPIL had a process in place to onboard official trusted flaggers designated by the Digital Services Coordinator. 4. Inspected the trusted flagger notice intake process code and onboarding documentation and ascertained the code was designed so that trusted flagger notices were given priority and processed and decided upon without undue delay (testing parameter: 7 days). 5. Inspected a sample of trusted flagger notices for Instagram and ascertained the process was followed, and the notice was given priority and processed and decided upon without undue delay (testing parameter: 7 days). 6. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment. <p>Changes to the audit procedures during the audit: Not applicable.</p> <p>Conclusion: Positive with Comments: In our opinion, MPIL complied with Obligation 22.1 during the Examination Period, in all material respects. MPIL has not established a general time threshold as it relates to “undue delay.”</p>		

Recommendations on specific measures: MPIL should adopt a benchmark to define “undue delay.”	Recommended timeframe to implement specific measures: The Company should explore ways in which it could give effect to the aims of this measure, alongside other measures it already has in place and were reviewed under the audit, to ensure that notices submitted by trusted flaggers are given priority and are processed and decided upon without undue delay by the first half of 2025.
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Obligation: 22.6	Audit criteria: Where a provider of online platforms has information indicating that a trusted flagger has submitted a significant number of insufficiently precise, inaccurate or inadequately substantiated notices through the mechanisms referred to in Article 16, including information gathered in connection to the processing of complaints through the internal complaint-handling systems referred to in Article 20(4), it shall communicate that information to the Digital Services Coordinator that awarded the status of trusted flagger to the entity concerned, providing the necessary explanations and supporting documents. Upon receiving the information from the provider of online platforms, and if the Digital Services Coordinator considers that there are legitimate reasons to open an investigation, the status of trusted flagger shall be suspended during the period of the investigation. That investigation shall be carried out without undue delay.	Materiality threshold: A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following: The online platform provider did not communicate to the DSC trusted flaggers who had submitted a significant number of insufficiently precise, inaccurate or inadequately substantiated notices.
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Audit procedures, results and information relied upon:

1. In order to evaluate the audited provider’s compliance with this Specified Requirement, EY evaluated the design and operation of control(s) and performed substantive procedures. Inquired with management throughout the audit period and ascertained MPIL had a policy and process for reviewing, monitoring, and communicating the information to the Digital Services Coordinator that awarded the status of trusted flagger to the entity concerned, if a trusted flagger had submitted a significant number of insufficiently precise, inaccurate or inadequately substantiated notices.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected Meta’s, on behalf of MPIL, policy and ascertained that there was a process in place to track the quality of notices submitted and to report trusted flagger performance to the DSC when it is determined that they have submitted a significant number of insufficiently precise, inaccurate or inadequately substantiated notices.
4. Inspected a sample Instagram trusted flagger who was identified as having submitted a significant number of insufficiently precise, inaccurate or inadequately substantiated notices and ascertained MPIL evaluated and if appropriate reported the trusted flagger to the DSC providing the necessary explanations and supporting documents.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive – In our opinion, MPIL complied with Obligation 23.1 during the Examination Period, in all material respects.

Recommendations on specific measures: Not applicable.		Recommended timeframe to implement specific measures: Not applicable.
Obligation: 23.1	Audit criteria: Providers of online platforms shall suspend, for a reasonable period of time and after having issued a prior warning, the provision of their services to recipients of the service that frequently provide manifestly illegal content. Management’s definition of “reasonable period of time” and “frequently”: The Company has set thresholds of frequent infringement with proportionate temporary enforcement timelines based on the number of infringements by a user in the last year. The threshold progressively increases with proportionate temporary suspension lengths as follows: <ul style="list-style-type: none">▶ for 7 infringements geo-block entity for 24 hours▶ for 8 infringements geo-block entity for 3 days▶ for 9 infringements geo-block entity for 7 days▶ for 10 infringements geo-block for 30 days For further infringements incurred in the last year, the Company evaluates on a case by case basis. Management’s definition of “manifestly illegal content”: Recital 63 explains that content will be manifestly illegal where it is “evident to a layperson, without any substantive analysis, that the content is illegal.” Recital 64 also refers to CSAM as an example of “manifestly illegal content related to serious crimes.” In practice, regarding the question of whether content is manifestly illegal, the Company takes into consideration both: (i) the type of content at issue; and (ii) how obvious the illegality is on the face of a specific piece of content. Whether the content is manifestly illegal will depend on how obvious it is, on the face of the content, that it is illegal. However, in practice, some types of illegal content are more likely to be obviously illegal on their face (and therefore manifestly illegal) – e.g., content that breaches a prohibition on selling class A drugs – than other types of illegal content – e.g., defamatory content, which typically requires a more nuanced analysis.	Materiality threshold: A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following: A prior warning was not issued to recipients of the service who were identified as frequently providing manifestly illegal content. After having issued a prior warning, provision of the service is not suspended to recipients who frequently provide manifestly illegal content. Suspensions are levied for an unreasonable amount of time.
Audit procedures, results and information relied upon: In order to evaluate the audited provider’s compliance with this Specified Requirement, EY evaluated the design and operation of control(s) and performed substantive procedures. 1. Inquired with management throughout the audit period and ascertained MPIL suspended, after having issued a prior warning, to users who frequently posted manifestly illegal content.		

2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected Instagram's Misuse Policy and ascertained that MPIL reviewed the illegal content provided by a user, on a case by case basis, to determine if the illegal content is aligned with its policy of manifestly illegal content.
4. Inspected the Misuse Policy and Final DSA Repeat Infringer Policy and ascertained that the policies defined the threshold of manifestly illegal content provided by a user that resulted in a suspension to Instagram, and that the policy defined the reasonable period of time that the user was suspended for.
5. Inspected code and ascertained it was designed so that logged illegal content submitted by a user was logged for a year.
6. Inspected code and ascertained it was designed so that a prior warning was provided to users before suspending them.
7. Inspected code and ascertained it was designed so that the total illegal content submitted by a user was aggregated and then suspended the user by blocking the user's content in a specific geography.
8. Inspected the enforcement policy in the publicly available Meta's Transparency Center and ascertained MPIL initially evaluated users for manifestly illegal content violations against their terms and conditions and community standards prior to suspending users for providing manifestly illegal content.
9. EY attempted to inspect the suspension information for a sample of Instagram users who were evaluated to have posted manifestly illegal content to ascertain the users were suspended after having received a prior warning and were suspended for a reasonable time. Based on the procedures performed, EY determined there was no population to test during the period since users were suspended for violating Instagram's Community Standards or the Company's terms and conditions.
10. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive – In our opinion, MPIL complied with Obligation 23.1 during the Examination Period, in all material respects.

Recommendations on specific measures:

Not applicable.

Recommended timeframe to implement specific measures:

Not applicable.

<p>Obligation: 23.2</p>	<p>Audit criteria:</p> <p>Providers of online platforms shall suspend, for a reasonable period of time and after having issued a prior warning, the processing of notices and complaints submitted through the notice and action mechanisms and internal complaints-handling systems referred to in Articles 16 and 20, respectively, by individuals or entities or by complainants that frequently submit notices or complaints that are manifestly unfounded.</p> <p>Management's definition of "reasonable period of time" and "frequent": The Company expects to suspend, on a case by case basis, the processing of manifestly unfounded reports for a minimum of 1 month one quarter (3 months) by suspending the proceeding of reports of the individuals or entities that provided the manifestly unfounded reports.</p> <p>Management's definition of "manifestly unfounded notices and complaints": The Company considers notices or complaints to be manifestly unfounded where it is evident to a</p>	<p>Materiality threshold:</p> <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>A prior warning was not issued to individuals, entities, or complainants who frequently submitted notices or complaints that were manifestly unfounded.</p> <p>After having issued a prior warning, the processing of notices and complaints was not suspended for individuals, entities, or complainants who frequently submit notices or complaints that are manifestly unfounded.</p> <p>Suspensions are levied for an unreasonable</p>
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	layperson, without any substantive analysis, that the notices or complaints are unfounded (e.g., complaint spamming where it is “evident to a layperson, without any substantive analysis” that the complaints are clearly unmeritorious).	amount of time.
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Audit procedures, results and information relied upon:

In order to evaluate the audited provider’s compliance with this Specified Requirement, EY evaluated the design and operation of control(s) and performed substantive procedures.

1. Inquired with management throughout the audit period and ascertained MPIL suspended, after having issued a prior warning, individuals, entities, or complaints who frequently submitted manifestly unfounded notices or complaints.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected the Instagram Misuse Policy and ascertained that the policy defined the threshold of manifestly unfounded notices and complaints provided by a user that resulted in a suspension of the service and defined the reasonable period of time that the suspension was performed for.
4. Inspected management’s unfounded notices and complaints review and ascertained that on quarterly basis, management reviewed the list of individuals that have submitted unfounded notices and complaints to determine they were put on a watchlist.
5. EY attempted to inspect the suspension information for one Instagram user who was identified to have frequently submitted manifestly unfounded notices and complaints after being issued a prior warning and to ascertain that the user was suspended for a reasonable amount of time. Based on the procedures performed, EY determined that there was no population to test during the period.
6. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive – In our opinion, MPIL complied with Obligation 23.2 during the Examination Period, in all material respects.

Recommendations on specific measures: Not applicable.	Recommended timeframe to implement specific measures: Not applicable.
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Obligation: 23.3	Audit criteria: <p>When deciding on suspension, providers of online platforms shall assess, on a case-by-case basis and in a timely, diligent and objective manner, whether the recipient of the service, the individual, the entity or the complainant engages in the misuse referred to in paragraphs 1 and 2, taking into account all relevant facts and circumstances apparent from the information available to the provider of online platforms. Those circumstances shall include at least the following:</p> <ol style="list-style-type: none"> a) the absolute numbers of items of manifestly illegal content or manifestly unfounded notices or complaints, submitted within a given time frame. b) the relative proportion thereof in relation to the total number of items of information provided or notices submitted within a given time frame. 	Materiality threshold: <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>The decision to issue a suspension does not incorporate the following:</p> <ul style="list-style-type: none"> ▶ On a case-by-case basis ▶ In a timely manner ▶ In a diligent manner ▶ In an objective manner
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<p>c) the gravity of the misuses, including the nature of illegal content, and of its consequences;</p> <p>d) where it is possible to identify it, the intention of the recipient of the service, the individual, the entity or the complainant.</p> <p>Management’s definition of “timely, diligent and objective manner”: For manifestly illegal content, the Company has set thresholds of frequent infringement with proportionate temporary enforcement timelines based on the number of infringements by a user in the last year. The threshold progressively increases with proportionate temporary suspension lengths as follows:</p> <ul style="list-style-type: none"> ▶ for 7 infringements geo-block entity for 24 hours ▶ for 8 infringements geo-block entity for 3 days ▶ for 9 infringements geo-block entity for 7 days ▶ for 10 infringements geo-block for 30 days <p>For further infringements incurred in the last year, the Company evaluates on a case by case basis.</p> <p>For manifestly unfounded notices or complaints, the Company expects to suspend, on a case by case basis, the processing of manifestly unfounded reports for a minimum of 1 month one quarter (3 months) by suspending the proceeding of reports of the individuals or entities that provided the manifestly unfounded reports.</p> <p>Management’s definition of “manifestly illegal content”:</p> <p>Recital 63 explains that content will be manifestly illegal where it is “evident to a layperson, without any substantive analysis, that the content is illegal.” Recital 64 also refers to CSAM as an example of “manifestly illegal content related to serious crimes.”</p> <p>In practice, regarding the question of whether content is manifestly illegal, the Company takes into consideration both:</p> <p>(i) the type of content at issue; and</p> <p>(ii) how obvious the illegality is on the face of a specific piece of content.</p> <p>Whether the content is manifestly illegal will depend on how obvious it is, on the face of the content, that it is illegal. However, in practice, some types of illegal content are more likely to be obviously illegal on their face (and therefore manifestly illegal) – e.g., content that breaches a prohibition on selling class A drugs – than other types of illegal content – e.g., defamatory content, which typically requires a more nuanced analysis.</p> <p>Management’s definition of “manifestly unfounded notices or complaints”: The Company considers notices or complaints to be manifestly unfounded where it is evident to a layperson, without any substantive analysis, that the notices or</p>	<p>The decision to issue a suspension did not consider any or all of the following facts and circumstances:</p> <ul style="list-style-type: none"> ▶ the absolute numbers of items of manifestly illegal content or manifestly unfounded notices or complaints, submitted within a given time frame ▶ the relative proportion thereof in relation to the total number of items of information provided or notices submitted within a given time frame ▶ the gravity of the misuses, including the nature of illegal content, and of its consequences ▶ the intention of the recipient of the service, the individual, the entity or the complainant
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	complaints are unfounded (e.g., complaint spamming where it is “evident to a layperson, without any substantive analysis” that the complaints are clearly unmeritorious).	
<p>Audit procedures, results and information relied upon:</p> <p>In order to evaluate the audited provider’s compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.</p> <ol style="list-style-type: none"> 1. Inquired with management throughout the audit period and ascertained MPIL investigated users who frequently posted manifestly illegal content, or frequently submitted manifestly unfounded notices or complaints on a case-by-case basis in a timely, precise, and unbiased manner and considered the following when deciding on suspension: <ol style="list-style-type: none"> a) the absolute number of items of manifestly illegal content or manifestly unfounded notices or complaints, submitted within a given time frame; b) the relative proportion thereof in relation to the total number of items of information provided or notices submitted within a given time frame; c) the gravity of the misuses, including the nature of illegal content, and of its consequences; d) where it is possible to identify it, the intention of the recipient of the service, the individual, the entity or the complainant. 2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. 3. Inspected the enforcement policy in the publicly available Transparency Center and ascertained MPIL initially evaluated users for manifestly illegal content violations against their terms and conditions and community standards prior to suspending users for providing manifestly illegal content. 4. EY attempted to inspect a suspension of manifestly illegal content and ascertained that the suspensions were assessed on a case-by-case basis and in a timely, diligent, and objective manner, and considered the circumstances in Article 23.3.(a), Article 23.3.(b), and Article 23.3.(d). <u>Based on the procedures performed, EY determined there was no population to test during the period since users were suspended for violating Instagram’s Community Standards or the Company’s terms and conditions.</u> 5. EY attempted to inspect a suspension of manifestly unfounded notices and complaints and to ascertain that the suspensions were assessed on a case-by-case basis and in a timely, diligent, and objective manner, and considered the circumstances in Article 23.3.(a) - Article 23.3.(d). <u>Based on the procedures performed, EY determined there was no population to test during the period since users were suspended for violating Instagram’s Community Standards or the Company’s terms and conditions.</u> <p>Changes to the audit procedures during the audit:</p> <p>Not applicable.</p> <p>Conclusion:</p> <p>Positive – In our opinion, MPIL complied with Obligation 23.3 during the Examination Period, in all material respects.</p>		
<p>Recommendations on specific measures:</p> <p>Not applicable.</p>		<p>Recommended timeframe to implement specific measures:</p> <p>Not applicable.</p>

<p>Obligation:</p> <p>23.4</p>	<p>Audit criteria:</p> <p>Providers of online platforms shall set out, in a clear and detailed manner, in their terms and conditions their policy in respect of the misuse referred to in paragraphs 1 and 2, and shall give examples of the facts and circumstances that they take into account when assessing whether certain behaviour constitutes misuse and the duration of the suspension.</p>	<p>Materiality threshold:</p> <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination</p>
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		<p>Period related to any of the following:</p> <p>The terms and conditions did not include a policy regarding misuses referred to in Article 23.1 and Article 23.2.</p> <p>The policy is not set out in a clear and detailed manner.</p> <p>The policy does not include examples of the facts and circumstances taken into account when assessing whether behaviour constitutes misuse and the duration of the suspension.</p>
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Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.

1. Inquired with management throughout the audit period and ascertained MPIL sets out in a clear and detailed manner, in the Instagram Terms and Conditions their policy in respect to misuse as it relates to manifestly illegal content and manifestly unfounded notices and complaints, and gave examples of the facts and circumstances taken into account when assessing the behaviour and duration of the suspension.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected the Instagram external Misuse Policy and ascertained that it set out, in clear and detailed manner, the Instagram policy in respect to misuse as it relates to manifestly illegal content and manifestly unfounded notices and complaints, and gave examples of the facts and circumstances taken into account when assessing the behaviour and duration of the suspension.
4. Inspected the Instagram Terms of Service and ascertained that the terms and conditions sets out in clear and detailed manner, the reference to the Instagram Misuse Policy and the policy as it relates to manifestly illegal content and manifestly unfounded notices and complaints.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive – In our opinion, MPIL complied with Obligation 23.4 during the Examination Period, in all material respects.

<p>Recommendations on specific measures:</p> <p>Not applicable.</p>	<p>Recommended timeframe to implement specific measures:</p> <p>Not applicable.</p>
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<p>Obligation:</p> <p>24.1</p>	<p>Audit criteria:</p> <p>In addition to the information referred to in Article 15, providers of online platforms shall include in the reports referred to in that Article information on the following:</p> <ol style="list-style-type: none"> a) the number of disputes submitted to the out-of-court dispute settlement bodies referred to in Article 21, the outcomes of the dispute settlement, and the median time needed for completing the dispute settlement procedures, as well as the share of disputes where the provider of the online platform implemented the decisions of the body; 	<p>Materiality threshold:</p> <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>The metrics are not published in an easily accessible, clear and easily comprehensible, machine-readable format at least once a year.</p>
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	<p>b) the number of suspensions imposed pursuant to Article 23, distinguishing between suspensions enacted for the provision of manifestly illegal content, the submission of manifestly unfounded notices and the submission of manifestly unfounded complaints.</p>	<p>The information of the number of disputes submitted to the out-of-court dispute settlement bodies referred to in Article 21, the outcomes of the dispute settlement, and the median time needed for completing the dispute settlement procedures, as well as the share of disputes where the provider of the online platform implemented the decisions of the body are not published in a report at least once a year.</p> <p>The information of the number of suspensions imposed pursuant to Article 23, distinguishing between suspensions enacted for the provision of manifestly illegal content, the submission of manifestly unfounded notices and the submission of manifestly unfounded complaints are not published in a report at least once a year.</p>
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Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.

1. Inquired with management throughout the audit period and ascertained MPIL included the number of disputes submitted to the out-of-court dispute settlement bodies referred to in Article 21, the outcomes of the dispute settlement, and the median time needed for completing the dispute settlement procedures, as well as the share of disputes where the provider of the online platform implemented the decisions of the body and the number of suspensions imposed pursuant to Article 23, distinguishing between suspensions enacted for the provision of manifestly illegal content, the submission of manifestly unfounded notices and the submission of manifestly unfounded complaints in the Transparency Reports published in a machine readable format at least once a year.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected the publicly available Digital Services Act Transparency Report for Instagram and ascertained the report included the:
 - ▶ the number of disputes submitted to the out-of-court dispute settlement bodies
 - ▶ the outcome of the dispute settlement
 - ▶ the median time needed for completing the dispute settlement procedures
 - ▶ share of disputes where the provider of the online platform implemented the decision of the body.
4. Inspected the publicly available Meta transparency report for Instagram and ascertained the report included the:
 - ▶ the number of suspensions imposed pursuant to Article 23
 - ▶ distinguishing the number between suspensions imposed pursuant to Article 23 for manifestly illegal content, the submission of manifestly unfounded notices, and the submission of manifestly unfounded complaints.
5. Inspected the Standard Operating Procedures for the Instagram Transparency Report and ascertained the standard operating procedure includes guidance and instructions on the activities to execute transparency reporting processes within the required timelines, supporting materials, templates, and roles and responsibilities.
6. Inspected management's review of the publicly available Digital Services Act Transparency Report for Instagram and ascertained the metrics for Instagram were reviewed and approved by the appropriate leads of the Meta teams responsible for the components of the Transparency Report prior to the issuance of the report on the publicly available website and that the metrics published in the Instagram Transparency Report.

7. Inspected each of the metrics within the publicly available Digital Services Act Transparency Report for Instagram and ascertained the metrics reconciled with the data from the content moderation system.
8. Inspected the publicly available website within the EU and ascertained the Digital Services Act Transparency report for Instagram was easily accessible to a user, clear and easily comprehensible, and in a machine-readable format.
9. Inspected the supporting database tables storing Transparency Report data and ascertained access to the tables was restricted through access control lists.
10. Inspected the access control lists code and ascertained access to provision access to users was designed to be restricted to a privileged role.
11. Selected a user from each of the access control lists of the tables storing Transparency Report data and ascertained the user was appropriate based on their job title and responsibility.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Negative – In our opinion, except for the effect of the material non-compliance described in the following paragraph, MPIL complied with Obligation 24.1 during the Examination Period, in all material respects.

In accordance with Article 24.1.(b), MPIL must report “the number of suspensions imposed pursuant to Article 23, distinguishing between suspensions enacted for the provision of manifestly illegal content.” Based on inspection of the reported suspension for manifestly illegal content in the October 2023 and April 2024 Transparency Report, MPIL did not accurately report the number of suspensions for manifestly illegal content based on the Company’s methodology in line with their definition pursuant to Article 23.

Recommendations on specific measures:

EY recommends MPIL revise its transparency report for 24.1 (b) and report suspensions enacted for the provision of manifestly illegal content pursuant to definition within Article 23.

Recommended timeframe to implement specific measures:

MPIL should report manifestly illegal content pursuant to Article 23 in their third transparency report.

Obligation:
24.2

Audit criteria:

By 17 February 2023 and at least once every six months thereafter, providers shall publish for each online platform or online search engine, in a publicly available section of their online interface, information on the average monthly active recipients of the service in the Union, calculated as an average over the period of the past six months and in accordance with the methodology laid down in the delegated acts referred to in Article 33(3), where those delegated acts have been adopted

Materiality threshold:

A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:

The average monthly active users of the service are not published in a publicly available section.

The average monthly active users of the service are not published by 17 February 2023 and at least every six months thereafter.

The monthly active users are not calculated as an average over the period of the past sixth months in accordance with the methodology laid out in Article 33.3.

Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY evaluated the design and operation of control(s) and performed substantive procedures.

1. Inquired with management throughout the audit period and ascertained MPIL published in a publicly available section on their online interface, at least every six months, information on the average monthly active Instagram users in accordance with the methodology in the delegated acts referred to in Article 33.3.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected the publicly available Transparency website and ascertained a Monthly Active Users (MAU) in the Union report for Instagram was published at least every six months from 17 February 2023 and was in a publicly available section on their online interface.
4. Inspected the Methodology for calculating average MAU in the Union and ascertained MPIL calculated the MAU as an average over the period of the past six months and in accordance with the methodology laid down in the delegated acts referred to in Article 33(3), where those delegated acts have been adopted.
5. Inspected management's review of the Instagram average MAU Report Metrics and ascertained the metrics were reviewed and approved by management prior to the issuance of the report.
6. Inspected the data from the MAU system and ascertained the data reconciled with the metrics reported within the Instagram MAU Report.
7. Inspected the supporting database tables storing MAU data and ascertained access to the tables was restricted through access control lists.
8. Inspected the access control lists code and ascertained the access to provision access to users was designed to be restricted to a privileged role.
9. Selected a user from each of the access control lists of the tables storing MAU data and ascertained the user was appropriate based on the job title and responsibility.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive – In our opinion, MPIL complied with Obligation 24.2 during the Examination Period, in all material respects.

Recommendations on specific measures:

Not applicable.

Recommended timeframe to implement specific measures:

Not applicable.

Obligation:
24.3**Audit criteria:**

Providers of online platforms or of online search engines shall communicate to the Digital Services Coordinator of establishment and the Commission, upon their request and without undue delay, the information referred to in paragraph 2, updated to the moment of such request. That Digital Services Coordinator or the Commission may require the provider of the online platform or of the online search engine to provide additional information as regards the calculation referred to in that paragraph, including explanations and substantiation in respect of the data used. That information shall not include personal data.

Materiality threshold:

A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:

Information on the average monthly active users of Instagram was not provided to the Digital Service Coordinator of establishment and/or the Commission upon their request.

Information on the average monthly active

		<p>users of Instagram was not provided to the Digital Service Coordinator of establishment and/or the Commission within a day.</p> <p>Information on the average monthly active users of Instagram was not provided to the Digital Service Coordinator of establishment and/or the Commission updated to the moment of the request.</p>
<p>Audit procedures, results and information relied upon:</p> <p>In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.</p> <ol style="list-style-type: none"> 1. Inquired with management throughout the audit period and ascertained when a request for information referred to in 24.3 is received from the Digital Services Coordinator of establishment or the Commission MPIL would provide the information without undue delay and updated to the moment of such request. 2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. 3. Inspected the Requests for Information (RIFs) sent to MPIL from the European Commission throughout the period and ascertained information requested did not relate to providing additional information regarding the calculation used by MPIL for the average monthly active recipients of the service. <u>For the Examination Period, EY determined there was no population to test for this obligation.</u> <p>Changes to the audit procedures during the audit:</p> <p>Not applicable.</p> <p>Conclusion:</p> <p>Positive – In our opinion, MPIL complied with Obligation 24.3 during the Examination Period, in all material respects.</p>		
<p>Recommendations on specific measures:</p> <p>Not applicable.</p>		<p>Recommended timeframe to implement specific measures:</p> <p>Not applicable.</p>

<p>Obligation:</p> <p>26.1</p>	<p>Audit criteria:</p> <p>Providers of online platforms that present advertisements on their online interfaces shall ensure that, for each specific advertisement presented to each individual recipient, the recipients of the service are able to identify, in a clear, concise and unambiguous manner and in real time, the following:</p> <ol style="list-style-type: none"> a) that the information is an advertisement, including through prominent markings, which might follow standards pursuant to Article 44; b) the natural or legal person on whose behalf the advertisement is presented; c) the nature or legal person who paid for the advertisement if that person is different from the natural or legal person referred to in point (b); d) meaningful information directly and easily accessible from the advertisement about the main parameters used to determine the recipient to whom the advertisement is 	<p>Materiality threshold:</p> <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>An advertisement did not contain the following:</p> <ol style="list-style-type: none"> a) that the information is an advertisement, including through prominent markings, which might follow standards pursuant to Article 44; b) the natural or legal person on whose behalf the advertisement is presented;
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	<p>presented and, where applicable, about how to change those parameters.</p> <p>Management’s definition of “clear, concise and unambiguous manner”: The information is easy to perceive, understand or interpret for users. For example, disclaimers and other explanatory mechanisms may also be leveraged to create clarity in instances where information may be misinterpreted.</p> <p>Management’s definition of “meaningful information”: The information is relevant and perceived as being important, and does not include layers of superfluous content that does not improve the information provided.</p> <p>Management’s definition of “easily accessible”: Whether the information in a specific advertisement is easily accessible from the advertisement will follow a similar approach to ensuring that information is clear, concise and unambiguous, as defined above.</p>	<p>c) the nature or legal person who paid for the advertisement if that person is different from the natural or legal person referred to in point (b);</p> <p>d) meaningful information directly and easily accessible from the advertisement about the main parameters used to determine the recipient to whom the advertisement is presented and, where applicable, about how to change those parameters.</p> <p>Recipients of the service were not able to change their parameters in a clear, concise and unambiguous manner.</p>
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Audit procedures, results and information relied upon:

In order to evaluate the audited provider’s compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.

1. Inquired with management throughout the audit period and ascertained when Meta, on behalf of MPIL, presented advertisements on Instagram the recipient of the advertisement was able to identify in a clear, concise, and unambiguous manner the following:
 - a) the information is an advertisement, including markings, which might follow standards pursuant to Article 44;
 - b) the natural or legal person on whose behalf the advertisement is presented;
 - c) the natural or legal person who paid for the advertisement if that person is different from the natural or legal person referred to in point (b);
 - d) meaningful information directly accessible from the advertisement about the main parameters used to determine the recipient to whom the advertisement is presented and, where applicable, about how to change those parameters.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected the code for each placement on Instagram and ascertained it was designed to label advertisements with the “sponsored” label and the code was designed to translate the “sponsored” label into the EU member state languages.
4. Inspected the code for Instagram and ascertained that it was designed to identify the b) natural or legal person on whose behalf the advertisement was presented and c) the natural or legal person who paid for the advertisement if that person was different from the natural or legal person referred to in point (b).
5. Inspected the code for “Why am I seeing this Ad?” on each placement on Instagram and ascertained it was designed to present how to access the main parameters used to determine the recipient to whom the advertisement was presented to.
6. Inspected the code for “Ad Topics” on Instagram and ascertained it was designed to allow a user to access and how to update their parameters.
7. Inspected a sample of advertisements for each placement on Instagram and ascertained the advertisement was labeled as an advertisement with the “sponsored” label on the content.
8. Inspected a sample of advertisements for each placement on Instagram and ascertained the advertisement identified the natural or legal person on whose behalf the advertisement was presented and c) the natural or legal person who paid for the advertisement if that person was different from the natural or legal person referred to in point (b).
9. Inspected a sample of advertisements for each placement on Instagram and ascertained that “Why am I seeing this Ad?” was accessible and included how to access the parameters used to determine the recipient of the advertisement.

10. Inspected a sample of advertisements for each placement on Instagram and ascertained that “Update your ad preferences” was accessible and that a user was able to access how to update their parameters.

11. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive with comments –In our opinion, MPIL complied with Obligation 26.1 during the Examination Period in all material respects.

Although MPIL provided and confirmed a population of surfaces on Instagram that advertisements were displayed, EY independently identified an additional surface, Instagram Profile on iOS, that displayed ads. In line with Article 26.1, advertisements on Instagram Profile on iOS, were presented to the recipients of the service in a clear, concise and unambiguous manner and in real time, and included the required information in line with Article 26.1.(a) to Article 26.1.(d).

Recommendations on specific measures:

EY recommends that MPIL create and periodically review a centralized repository of all surfaces advertisements that can be served on for Instagram.

Recommended timeframe to implement specific measures:

MPIL should implement technical capabilities by Q4 2024 to establish clearer signal to indicate which advertisements placements are in active use on Instagram.

Obligation:
26.2

Audit criteria:

Providers of online platforms shall provide recipients of the service with a functionality to declare whether the content they provide is or contains commercial communications.

Management’s definition of “clear and unambiguous manner”: The information is easy to perceive, understand or interpret for users. For example, disclaimers and other explanatory mechanisms may also be leveraged to create clarity in instances where information may be misinterpreted.

Materiality threshold:

A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:

Recipients of the service were not able to declare whether the content they provided was or contained commercial communications.

Recipients of the service were not able to identify in a clear and unambiguous manner that the content provided is or contains commercial communications.

Audit procedures, results and information relied upon:

In order to evaluate the audited provider’s compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.

1. Inquired with management throughout the audit period and ascertained Instagram included functionality for recipients to declare whether the content provided contained commercial communications and that other recipients of the service could identify in a clear and unambiguous manner and in real time the content provided by the recipient of the service was or contained commercial communications, as described in that declaration.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.

3. Inspected the code for each placement on Instagram and ascertained it was designed for users to label their content with the "Paid Partnership" label.
4. Inspected the code and ascertained the code was designed to translate the "Paid Partnership" label into the EU member state languages.
5. Inspected the surfaces for which users could label branded content on Instagram and ascertained a user was able to label their content with the "Paid Partnership" label.
6. Inspected the Branded Content policies related to user-declared commercial content and ascertained Meta, on behalf of MPIL, defined what Branded Content was and when users were required to declare their content as Branded Content.
7. Selected a sample of commercial communications placements on Instagram and through inspection ascertained posts were declared as "Paid Partnership."
8. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive – In our opinion, MPIL complied with Obligation 26.2 during the Examination Period, in all material respects.

Recommendations on specific measures:

Not applicable.

Recommended timeframe to implement specific measures:

Not applicable.

Obligation:
26.3

Audit criteria:

Providers of online platforms shall not present advertisements to recipients of the service based on profiling as defined in Article 4, point (4), of Regulation (EU) 2016/679 using special categories of personal data referred to in Article 9(1) of Regulation (EU) 2016/679.

Materiality threshold:

A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:

Advertisements were presented to recipients of the service based on profiling as defined in Article 4, point (4), of Regulation (EU) 2016/679 using special categories of personal data referred to in Article 9(1) of Regulation (EU) 2016/679.

Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.

1. Inquired with management throughout the audit period and ascertained advertisements were not presented to recipients of the service based on profiling as outlined in Article 4, point (4), of Regulation (EU) 2016/679 using special categories of personal data referred to in Article 9(1) of Regulation (EU) 2016/679.
2. Inquired with management throughout the audit period and ascertained that management identified sensitive data based on the General Data Protection Regulation definition as it relates to personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs; trade union membership; genetic data, biometric data processed solely to identify a human being; health-related data; data concerning a person's sex life or sexual orientation and identified the ways in which sensitive data is collected from users on Instagram.

3. Inspected the terms for the Instagram advertising product and ascertained for the advertising product where Meta, on behalf of MPIL, operated as the data processor, a term was in place with the data controller in which the data controller was contractually responsible for the data used in the advertiser's campaign.
4. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
5. Inspected the data flow diagram and policy for advertisement profiling and ascertained it included monitoring procedures to detect advertisements being served based on the profiling outlined in Article 4, point (4), of Regulation (EU) 2016/679 using special categories of personal data referred to in Article 9(1) of Regulation (EU) 2016/679.
6. EY attempted to inspect a sample of tickets for monitoring of sensitive data in the advertisement data to ascertain that those instances of sensitive data in advertisement data were investigated to determine that no sensitive data was used in advertisement profiling and that the sensitive data was removed from the advertisement data. For the Examination Period, EY determined there was no population of monitoring tickets to test for this obligation.
7. Inspected a sample of profiling options on each creation platform and performed a search of the approved profiling options available to advertisers and ascertained the profiling options did not include the following:
 - ▶ personal data revealing racial or ethnic origin, political opinions,
 - ▶ religious or philosophical beliefs; trade union membership
 - ▶ genetic data, biometric data processed solely to identify a human being
 - ▶ health-related data; data concerning a person's sex life or sexual orientation

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive – In our opinion, MPIL complied with Obligation 26.3 during the Examination Period, in all material respects.

Recommendations on specific measures:

Not applicable.

Recommended timeframe to implement specific measures:

Not applicable.

<p>Obligation: 27.1</p>	<p>Audit criteria: Providers of online platforms that use recommender systems shall set out in their terms and conditions, in plain and intelligible language, the main parameters used in their recommender systems, as well as any options for the recipients of the service to modify or influence those main parameters.</p> <p>Management's definition of "plain and intelligible language": Language that is standardized, non-technical, and user-friendly.</p> <p>Management's definition of "main parameters": Main parameters' for a recommender system are the top Predictive Events and their corresponding top Signals, with a Predictive Event being the output of a machine learning model that predicts a probability that some event or action will occur, and a Signals being the raw, feature-level inputs that feed into the predictive model and determine what the predictive event will be for each user.</p>	<p>Materiality threshold: A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>The main parameters used in the online platforms' recommender systems, as well as any options for the recipients of the service to modify or influence those main parameters, were not included within the terms and conditions.</p>
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Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY evaluated the design and operation of control(s) and performed substantive procedures.

1. Inquired with management throughout the audit period and ascertained MPIL provided users in their terms and conditions with the main parameters used in their recommender systems, as well as options for users to modify or influence the main parameters.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected the Instagram terms and conditions for users when creating an account for Instagram, and ascertained documentation on Meta's, on behalf of MPIL, recommender systems, the main parameters used, and options for users to modify or influence those main parameters was included as a link directly within the terms and conditions.
4. Inspected the Instagram terms and conditions for users when creating an account on Instagram and the publicly available website for the main parameters used for the recommender system and ascertained the information was written in plain and intelligible language.
5. Inspected the semi-annual review of System Card review documentation for Instagram and determined the review was performed with an appropriate level of precision and sensitivity to identify if the relevant System Card required an update due to a change to the respective recommendation system.
6. Inspected the semi-annual review of System Card review documentation for Instagram and determined the data sources, reports, and system documentation used to populate the review were complete and accurate.
7. Inspected the System Card semi-annual review for Instagram and determined Meta, on behalf of MPIL, investigated and mitigated any identified issues by the end of the semi-annual period.
8. Inspected a sample change to an Instagram recommender system and ascertained changes to the recommender system followed the standard change management process.
9. Inspected a sample Instagram recommender system and ascertained the metrics for the recommender system were monitored to determine if the recommender system was functioning as intended.
10. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive – In our opinion, MPIL complied with Obligation 27.1 during the Examination Period, in all material respects.

Recommendations on specific measures:

Not applicable.

Recommended timeframe to implement specific measures:

Not applicable.

Obligation:

27.2

Audit criteria:

The main parameters referred to in paragraph 1 shall explain why certain information is suggested to the recipient of the service. They shall include, at least:

- a) the criteria which are most significant in determining the information suggested to the recipient of the service;
- b) the reasons for the relative importance of those parameters.

Management's definition of "criteria" which are most

significant: The top predictive events and their corresponding

Materiality threshold:

A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:

The main parameters did not include:

	<p>top signals. A predictive event is the output of an ML model that predicts a probability that some event or action will occur. Signals are the raw, feature-level inputs that feed into the predictive model and determine what the predictive event will be for each user.</p> <p>Management's definition of "main parameters": Main parameters' for a recommender system are the top Predictive Events and their corresponding top Signals, with a Predictive Event being the output of a machine learning model that predicts a probability that some event or action will occur, and a Signals being the raw, feature-level inputs that feed into the predictive model and determine what the predictive event will be for each user.</p>	<p>a) the criteria which are most significant in determining the information suggested to the recipient of the service;</p> <p>b) the reasons for the relative importance of those parameters.</p>
<p>Audit procedures, results and information relied upon:</p> <p>In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.</p> <ol style="list-style-type: none"> Inquired with management throughout the audit period and ascertained the recommender system documentation explained why certain information was suggest to the user and included: <ol style="list-style-type: none"> the criteria which are most significant in determining the information suggested to the recipient of the service; the reasons for the relative importance of those parameters. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. Inspected the main parameters section within Instagram's recommender system and the public System Card documentation for Instagram and ascertained it included: <ol style="list-style-type: none"> the criteria which are most significant in determining the information suggested to the recipient of the service; the reasons for the relative importance of those parameters. Inspected the semi-annual review of System Card review documentation for Instagram and determined the review was performed with an appropriate level of precision and sensitivity to identify if the relevant System Card required an update due to a change to the respective recommendation system. Inspected the semi-annual review of System Card review documentation for Instagram and determined the data sources, reports, and system documentation used to populate the review were complete and accurate. Inspected the System Card semi-annual review for Instagram and determined Meta, on behalf of MPIL, investigated and mitigated any identified issues by the end of the semi-annual period. Inspected a sample change to an Instagram recommender system and ascertained changes to the recommender system followed the standard change management process. Inspected a sample Instagram recommender system and ascertained the metrics for the recommender system were monitored to determine if the recommender system was functioning as intended. <p>Changes to the audit procedures during the audit:</p> <p>Not applicable.</p> <p>Conclusion:</p> <p>Positive – In our opinion, MPIL complied with Obligation 27.2 during the Examination Period, in all material respects.</p>		
<p>Recommendations on specific measures:</p> <p>Not applicable</p>	<p>Recommended timeframe to implement specific measures:</p> <p>Not applicable.</p>	

Obligation: 27.3	Audit criteria: <p>Where several options are available pursuant to paragraph 1 for recommender systems that determine the relative order of information presented to recipients of the service, providers of online platforms shall also make available a functionality that allows the recipient of the service to select and to modify at any time their preferred option. That functionality shall be directly and easily accessible from the specific section of the online platform's online interface where the information is being prioritized.</p> <p>Management's definition of "directly" and "easily accessible": Intuitive, reliable, and easy-to-find entry-points throughout Instagram to access and browse non-profiled recommendations and content, on top of the existing experiences.</p>	Materiality threshold: <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>Functionality that allows the recipient of the service to select and to modify at any time their preferred option was not directly and easily accessible from the specific section of the online platform's online interface where the information is being prioritized.</p>
Audit procedures, results and information relied upon: <p>In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.</p> <ol style="list-style-type: none"> 1. Inquired with management throughout the audit period and ascertained Instagram's recommender system documentation included information and functionality for users of the services to modify their preferred options at any time and was easily accessible from the specific section of the online platform's interface where the information was being prioritized. 2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. 3. Inspected the recommender system and the public System Card documentation for Instagram and ascertained it included information on options for users of the services to modify or influence the parameters. 4. Inspected the Instagram service and ascertained functionality which allowed the user to select and to modify their preferred recommender system option at any time was available and was directly and easily accessible from the online interface. <p>Changes to the audit procedures during the audit: Not applicable.</p> <p>Conclusion: Positive – In our opinion, MPIL complied with Obligation 27.3 during the Examination Period, in all material respects.</p>		
Recommendations on specific measures: Not applicable	Recommended timeframe to implement specific measures: Not applicable.	

Obligation: 28.2	Audit criteria: <p>Providers of online platforms shall not present advertisements on their interface based on profiling as defined in Article 4, point (4), of Regulation (EU) 2016/679 using personal data of the recipient of the service when they are aware with reasonable certainty that the recipient of the service is a minor.</p> <p>Note: Compliance with the obligations set out in this Article shall not oblige providers of online platforms to process additional personal data in order to assess whether the</p>	Materiality threshold: <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>Advertisements are shown to minors, determined within a reasonable certainty, based on profiling as defined in Article 4, point</p>
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	recipient of the service is a minor. Management’s definition of “aware with reasonable certainty”: The stated age of the recipient of the service	(4) of Regulation (EU) 2016/79 using personal data.
<p>Audit procedures, results and information relied upon:</p> <p>In order to evaluate the audited provider’s compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.</p> <ol style="list-style-type: none"> 1. Inquired with management throughout the audit period and ascertained the Company did not present advertisements on Instagram based on profiling as defined in Article 4, point (4), of Regulation (EU) 2016/679 using personal data of the recipient of the service when they were aware with reasonable certainty t the recipient of the service was a minor. (Meta, on behalf of MPIL, paused advertisements to minors in the EU in November 2023). 2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. 3. Inspected the code for the advertisement system and ascertained it was designed so that a minors stated age and location were only used to determine ads served to minors from August 2023 to November 2023. 4. Inspected the publicly available Advertising Standards and ascertained that Meta, on behalf of MPIL, communicated to advertisers that advertisements were no longer delivered to audiences under 18 in the EU starting in November 2023. 5. Inspected the advertiser tools for Instagram and ascertained that advertisers on Instagram did not have the ability to target minors for advertisements served in the EU starting in November 2023. 6. Inspected the code for the advertisement recommender system and ascertained that the recommender system was designed to not serve ads to minors based on their stated age. 7. Inspected a sample user and ascertained that minors were unable to see advertisements on the platform. 8. Inspected the Company’s monitoring dashboard over the mechanism that prevents ads to be served to minors and ascertained that the Company monitors the performance of the model to validate that the model operates as intended. 9. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment. <p>Changes to the audit procedures during the audit:</p> <p>Not applicable.</p> <p>Conclusion:</p> <p>Positive – In our opinion, MPIL complied with Obligation 28.2 during the Examination Period, in all material respects.</p>		
Recommendations on specific measures: Not applicable.		Recommended timeframe to implement specific measures: Not applicable.

Section 4 – Additional provisions applicable to providers of online platforms allowing consumers to conclude distance contracts with traders

There were no provision applicable to providers of online platforms allowing consumers to conclude distance contracts with traders for Instagram.

Section 5 – Additional obligations for providers of very large online platforms and of very large online search engines to manage systemic risks

Obligation: 34.3	Audit criteria: Providers of very large online platforms and of very large online search engines shall preserve the supporting documents of the risk assessments for at least three years after the performance of risk assessments, and shall, upon request, communicate them to the Commission and to the Digital Services Coordinator of establishment.	Materiality threshold: A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following: The Company has preserved its supporting documents of the risk assessments for at least three years after the performance of the risk assessments. The Company has communicated the supporting documents related to the risk assessments to the Commissions and to the Digital Services Coordinator of the establishment upon request.
Audit procedures, results and information relied upon: In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed. <ol style="list-style-type: none"> 1. Inquired with management throughout the audit period and ascertained supporting documents of the risk assessments will be preserved for at least three (3) years after the performance of the risk assessments, and the risk assessments would be communicated to the Commission and the Digital Services Coordinator of establishment upon request. 2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. 3. Inspected MPIL's Risk Assessment Recordkeeping Checklist and ascertained supporting documents relating to the risk assessment was designed to be preserved for at least three (3) years upon completion. 4. Inspected the system risk assessment communication requests and ascertained the risk assessment information from MPIL was communicated to the Commission and the Digital Services Coordinator of establishment upon request. Changes to the audit procedures during the audit: Not applicable. Conclusion: Positive – In our opinion, MPIL complied with Obligation 34.3 during the Examination Period, in all material respects.		
Recommendations on specific measures: Not applicable.		Recommended timeframe to implement specific measures: Not applicable.

Obligation: 36.1	Audit criteria: Where a crisis occurs, the Commission, acting upon a recommendation of the Board may adopt a decision, requiring one or more providers of very large online platforms or of very large online search engines to take one or more of the following actions:	Materiality threshold: A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material
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	<p>a) assess whether, and if so to what extent and how, the functioning and use of their services significantly contribute to a serious threat as referred to in paragraph 2, or are likely to do so;</p> <p>b) identify and apply specific, effective and proportionate measures, such as any of those provided for in Article 35(1) or Article 48(2), to prevent, eliminate or limit any such contribution to the serious threat identified pursuant to point (a) of this paragraph;</p> <p>c) report to the Commission by a certain date or at regular intervals specified in the decision, on the assessments referred to in point (a), on the precise content, implementation and qualitative and quantitative impact of the specific measures taken pursuant to point (b) and on any other issue related to those assessments or those measures, as specified in the decision.</p> <p>When identifying and applying measures pursuant to point (b) of this paragraph, the service provider or providers shall take due account of the gravity of the serious threat referred to in paragraph 2, of the urgency of the measures and of the actual or potential implications for the rights and legitimate interests of all parties concerned, including the possible failure of the measures to respect the fundamental rights enshrined in the Charter.</p> <p>For the purpose of this Article, a crisis shall be deemed to have occurred where extraordinary circumstances lead to a serious threat to public security or public health in the Union or in significant parts of it.</p> <p>Management's definition of "specific, effective and proportionate measures," "significantly contribute" and "regular intervals": The definition of these terms is dependent on the type of crisis that occurs, and action being required by the European Commission. Per inquiry with management and review of external news sources, including the European Commission website, EY determined no such crisis have occurred where the European Commission has required MPIL to take action under Article 36. As such, there is no definition that can be provided for the selected terms.</p>	<p>qualitative variance) during the Examination Period related to any of the following:</p> <p>The Company did not take action when a crisis occurred, and a response was required by the Commission.</p> <p>The Company did not assess whether, and if so to what extent and how, the functioning and use of their services significantly contribute to a serious threat as referred to in paragraph 2.</p> <p>The Company did not identify and apply specific, effective and proportionate measures, such as any of those provided for in Article 35.1 or Article 48.2, to prevent, eliminate or limit any such contribution to the serious threat identified pursuant to point (a) of this DSA provision.</p> <p>The Company did not report to the Commission by a certain date or at regular intervals specified in the decision, on the assessments referred to in point (a), on the precise content, implementation and qualitative and quantitative impact of the specific measures taken pursuant to point (b) and on any other issue related to those assessments or those measures, as specified in the decision.</p>
<p>Audit procedures, results and information relied upon:</p> <p>In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.</p> <ol style="list-style-type: none"> Inquired with management throughout the audit period and ascertained the Company had a process in place when a crisis occurred to take one or more of the following actions: <ol style="list-style-type: none"> assess whether, and if so to what extent and how, the functioning and use of their services significantly contribute to a serious threat as referred to in paragraph 2 identify and apply specific, effective and proportionate measures, such as any of those provided for in Article 35.1 or Article 48.2, to prevent, eliminate or limit any such contribution to the serious threat identified pursuant to point (a) 		

- c) report to the Commission by a certain date or at regular intervals specified in the decision, on the assessments referred to in point (a), on the precise content, implementation and qualitative and quantitative impact of the specific measures taken pursuant to point (b) and on any other issue related to those assessments or those measures, as specified in the decision.
 - d) take into account the gravity of the serious threat referred to in paragraph 2, the urgency of the measures and the actual or potential implications for the rights and legitimate interests of all parties concerned, including the possible failure of the measures to respect the fundamental rights enshrined in the Charter.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
 3. EY attempted to inspect a sample of crises that occurred to ascertain that the Company took one or more of the following actions pursuant to Article 36.1.(a) - Article 36.1.(c), including assessing the gravity, urgency and potential implications for the rights and legitimate interests of all parties concerned, including the possible failure of the measures to respect the fundamental rights enshrined in the Charter. For the Examination Period, EY determined no crisis events have occurred where the Commission has required MPIL to take action under Article 36. Accordingly, there was no population to test for this obligation.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive – In our opinion, MPIL complied with Obligation 36.1 during the Examination Period, in all material respects.

Recommendations on specific measures:

Not applicable.

Recommended timeframe to implement specific measures:

Not applicable.

<p>Obligation: 37.2</p>	<p>Audit criteria:</p> <p>Providers of very large online platforms and of very large online search engines shall afford the organisations carrying out the audits pursuant to this Article the cooperation and assistance necessary to enable them to conduct those audits in an effective, efficient and timely manner, including by giving them access to all relevant data and premises and by answering oral or written questions. They shall refrain from hampering, unduly influencing or undermining the performance of the audit.</p> <p>Such audits shall ensure an adequate level of confidentiality and professional secrecy in respect of the information obtained from the providers of very large online platforms and of very large online search engines and third parties in the context of the audits, including after the termination of the audits. However, complying with that requirement shall not adversely affect the performance of the audits and other provisions of this Regulation, in particular those on transparency, supervision and enforcement. Where necessary for the purpose of the transparency reporting pursuant to Article 42(4), the audit report and the audit implementation report referred to in paragraphs 4 and 6 of this Article shall be accompanied with versions that do not contain any information that could reasonably be considered to be confidential.</p>	<p>Materiality threshold:</p> <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>Resources specifically allocated to support the execution of the audit were not identified.</p> <p>Information and evidence to support the execution of the audit was not provided.</p>
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Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.

1. Inquired with management throughout the audit period and ascertained MPIL management identified a team to provide the auditor with cooperation and assistance to conduct the independent audit, provide access to relevant data and premises and to answer oral or written questions.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. During the performance of the audit, ascertained an MPIL team specifically for the DSA audit existed and provided cooperation and assistance to support the audit, including answering questions, providing access to premises and providing access to relevant data, such as policies, procedures, and supporting transactional evidence.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive – In our opinion, MPIL complied with Obligation 37.2 during the Examination Period, in all material respects.

Recommendations on specific measures:

Not applicable.

Recommended timeframe to implement specific measures:

Not applicable.

Obligation:
38.1**Audit criteria:**

In addition to the requirements set out in Article 27, providers of very large online platforms and of very large online search engines that use recommender systems shall provide at least one option for each of their recommender systems which is not based on profiling as defined in Article 4, point (4), of Regulation (EU) 2016/679.

Article 4, point (4), of Regulation (EU) 2016/679

"profiling" means any form of automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to a natural person, to analyze or predict aspects concerning that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location, or movements.

Materiality threshold:

A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:

There was not at least one option for each of the recommender systems which is not based on profiling.

Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY evaluated the design and operation of control(s) and performed substantive procedures.

1. Inquired with management throughout the audit period and ascertained Meta, on behalf of MPIL, provided an option for each of their recommender systems that was not based on profiling.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected the publicly available Transparency website and ascertained that Meta, on behalf of MPIL, offered at least one option for each of their recommender systems on Instagram which is not based on profiling as defined in Article 4, point (4) of Regulation (EU) 2016/679.

<p>4. Inspected the recommender systems on Instagram and ascertained users had at least one option for each of their recommender systems on Instagram which is not based on profiling.</p> <p>Changes to the audit procedures during the audit:</p> <p>Not applicable.</p> <p>Conclusion:</p> <p>Positive – In our opinion, MPIL complied with Obligation 38.1 during the Examination Period, in all material respects.</p>	
<p>Recommendations on specific measures:</p> <p>Not applicable.</p>	<p>Recommended timeframe to implement specific measures:</p> <p>Not applicable.</p>

<p>Obligation:</p> <p>39.1</p>	<p>Audit criteria:</p> <p>Providers of very large online platforms or of very large online search engines that present advertisements on their online interfaces shall compile and make publicly available in a specific section of their online interface, through a searchable and reliable tool that allows multicriteria queries and through application programming interfaces, a repository containing the information referred to in paragraph 2, for the entire period during which they present an advertisement and until one year after the advertisement was presented for the last time on their online interfaces. They shall ensure that the repository does not contain any personal data of the recipients of the service to whom the advertisement was or could have been presented, and shall make reasonable efforts to ensure that the information is accurate and complete.</p> <p>Management's definition of "reasonable efforts": MPIL has regularly maintained controls in place to check that the information in the ads repository is accurate and complete.</p>	<p>Materiality threshold:</p> <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>A repository of advertisements on the Company's platforms was not made publicly available.</p> <p>The repository did not contain a search function that allowed multi-criteria searches for advertisements.</p> <p>An application programming interface (API) did not exist for users to search through the ads library.</p> <p>Advertisements were not retained for at least 1 year after the advertisement was last presented.</p> <p>The repository included personal information of the recipients of the ad.</p> <p>No procedures were performed by the Company to maintain the completeness and accuracy of the repository.</p>
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Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.

1. Inquired with management throughout the audit period and ascertained Meta, on behalf of MPIL, complied and presented a complete and accurate listing of advertisements on Instagram through the publicly available "Meta Ads Library" and that the "Meta Ads Library" included an online interface with a searchable and reliable tool that allowed for multi-criteria queries and through an application programming interface (API) that allowed multi-criteria queries.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.

3. Inquired with management and ascertained the “Meta Ads Library” retained advertisements for the entire period they were presented and retained for up to one year after the advertisement was presented and that the repository did not contain any personal data of the individuals whom the advertisement was or could have been presented to.
4. Inspected the “Meta Ads Library” and ascertained Meta, on behalf of MPIL, maintained a publicly-available, searchable, multi-criteria repository of ad information for recipients of the service to view ads served on Instagram.
5. Inspected the publicly available “Meta Ads Library” and API and ascertained an application programming interface (API) existed for users to perform multi-criteria searches of the “Meta Ads Library” for Instagram.
6. Inspected the “Meta Ads Library” and Branded Content Library code and ascertained it was designed so that new and updated ads were recorded completely and accurately in real time to the Meta Ads Library and Branded Content Library.
7. Inspected the “Meta Ads Library” code and ascertained it was designed so that the “Meta Ads Library” retained the advertisement data for a year after the last time the ad was viewed.
8. Inspected a sample EU advertisement from Instagram in the “Meta Ads Library” and ascertained the advertisement was retained for up to one year after it was presented.
9. Inspected a sample EU advertisement from Instagram in the “Meta Ads Library” and ascertained the repository did not contain any personal data of recipients.
10. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive with comments – In our opinion, MPIL complied with Obligation 39.1 during the Examination Period, in all material respects.

Although MPIL utilized and relied on the automated code API to ensure the “Meta Ads Library” is complete and accurate, MPIL should supplement its data quality checks or monitoring controls in place to evidence that the API is pulling in the ads information completely and accurately.

Recommendations on specific measures:

MPIL should enhance its procedures over the API used to automatically populate the data into the “Meta Ads Library” and put in place a set of monitoring controls/procedures that periodically validates that the API continues to operate effectively.

Recommended timeframe to implement specific measures:

MPIL should enhance its procedures to monitor the operational effectiveness of the API in 2025.

Obligation: 39.2	Audit criteria: The repository shall include at least all of the following information: <ol style="list-style-type: none"> a) the content of the advertisement, including the name of the product, service or brand and the subject matter of the advertisement; b) the natural or legal person on whose behalf the advertisement is presented; c) the natural or legal person who paid for the advertisement, if that person is different from the person referred to in point (b); d) the period during which the advertisement was presented; e) whether the advertisement was intended to be presented specifically to one or more particular groups of recipients 	Materiality threshold: A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following: The required data fields specified in Article 39.2.(a) – Article 39.2.(g) were not presented in the Ads Data Library.
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	<p>of the service and if so, the main parameters used for that purpose including where applicable the main parameters used to exclude one or more of such particular groups;</p> <p>f) the commercial communications published on the very large online platforms and identified pursuant to Article 26(2);</p> <p>g) the total number of recipients of the service reached and, where applicable, aggregate numbers broken down by Member State for the group or groups of recipients that the advertisement specifically targeted.</p>	
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Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.

1. Inquired with management throughout the audit period and ascertained the "Meta Ads Library" included the required advertisement information as listed in Article 39.2.(a) - Article 39.2.(g).
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected the "Meta Ads Library" and Branded Content Library code and ascertained it was designed so that new and updated ads, including ads data, were recorded completely and accurately in real time to the "Meta Ads Library" and Branded Content Library.
4. Inspected a sample advertisement from Instagram in the "Meta Ads Library" and ascertained the repository contained the required advertisement information as listed in Article 39.2.(a) - Article 39.2.(g).
5. Inspected a sample advertisement from Instagram in the Branded Content Library and ascertained information for commercial communications were recorded and logged in the Branded Content Library as defined in Article 39.2.(f) pursuant to Article 26.2.
6. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive – In our opinion, MPIL complied with Obligation 39.2 during the Examination Period, in all material respects.

Recommendations on specific measures: Not applicable.	Recommended timeframe to implement specific measures: Not applicable.
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Obligation: 39.3	Audit criteria: <p>As regards paragraph 2, points (a), (b) and (c), where a provider of very large online platform or of very large online search engine has removed or disabled access to a specific advertisement based on alleged illegality or incompatibility with its terms and conditions, the repository shall not include the information referred to in those points. In such case, the repository shall include, for the specific advertisement concerned, the information referred to in Article 17(3), points (a) to (e), or Article 9(2), point (a)(i), as applicable.</p> <p>The Commission may, after consultation of the Board, the</p>	Materiality threshold: <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>The required data fields specified in Article 39.2.(a), Article 39.2.(b), and Article 39.2.(c) were presented in the repository for ads which</p>
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	relevant vetted researchers referred to in Article 40 and the public, issue guidelines on the structure, organisation and functionalities of the repositories referred to in this Article.	were removed or disabled based on illegality or incompatibility with the Company's terms and conditions. The required data fields specified in Article 17.3.(a) to Article 17.3.(e), or Article 9.2, point (a)(i), as applicable were not presented in the repository for ads which were removed or disabled based on illegality or incompatibility with the Company's terms and conditions.
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Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.

1. Inquired with management throughout the audit period and ascertained for advertisements that were removed or access was disabled based on: the alleged illegality or incompatibility with Instagram's terms and conditions, the Meta Ads Library did not contain the information listed in Article 39.2.(a), Article 39.2.(b), and Article 39.2.(c) or did contain the information listed in Article 17.3.(a) to Article 17.3.(e) or Article 9.2., point (a)(i), as applicable.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected the Meta Ads Library and Branded Content Library code and ascertained it was designed so that new and updated ads, including ads data, were recorded completely and accurately in real time to the Meta Ads Library and Branded Content Library.
4. Inspected a sample advertisement from Instagram in the Meta Ads Library that was removed based on: illegality or incompatibility with Instagram's terms and conditions and ascertained the repository did not contain the information listed in Article 39.2.(a), Article 39.2.(b), and Article 39.2.(c), or does contain information listed in Article 17.3.(a) to Article 17.3.(e) or Article 9.2, point (a)(i), as applicable.
5. Inspected the system rollout documentation and ascertained Meta, on behalf of MPIL, updated the "Meta Ads Library" on 26 April 2024 to remove the information listed in Article 39.2.(a), Article 39.2.(b), and Article 39.2.(c) and include the information listed in Article 17.3.(a) to Article 17.3.(e), or Article 9.2, point (a)(i), as applicable.
6. Inspected a sample advertisement in the "Meta Ads Library" that was removed based on illegality or incompatibility with Instagram's terms and conditions after the system rollout on 26 April 2024 and ascertained the repository did not contain the information listed in Article 39.2.(a), Article 39.2.(b), and Article 39.2.(c) and does contain information listed in Article 17.3.(a) to Article 17.3.(e) or Article 9.2, point (a)(i), as applicable.
7. Selected a sample of IT system changes throughout the audit period and inspected supporting documentation to ascertain that the changes were appropriately approved and tested prior to deployment.

Changes to the audit procedures during the audit:

Performed procedures to test remediation of identified article non-compliance.

Conclusion:

Negative – In our opinion, except for the effects of the material non-compliance described in the following paragraph, MPIL complied with Obligation 39.3 during the Examination Period, in all material respects.

Per inquiry with MPIL and inspection of the "Meta Ads Library", EY ascertained the following provisions were not met by the Ad Library for ads which were taken down:

- ▶ "the information referred to in Article 17.3.(b) to Article 17.3.(e), or Article 9.2, point (a)(i), as applicable." i.e., information regarding the reasons and context on why the ad was taken down.
- ▶ "As regards paragraph 2, point (c), ... the repository shall not include the information referred to in that point." i.e., the content of the advertisement and information on the legal persons on behalf the advertisement is presented and who paid for

the advertisement.	
Recommendations on specific measures: Not applicable.	Recommended timeframe to implement specific measures: On 26 April 2024 the “Meta Ads Library” was updated to remove the information listed in Article 39.2.(a), Article 39.2.(b), and Article 39.2.(c) and include the information listed in Article 17.3.(a) to Article 17.3.(e), or Article 9.2, point (a)(i), as applicable.

Obligation: 40.1	Audit criteria: Providers of very large online platforms or of very large online search engines shall provide the Digital Services Coordinator of establishment or the Commission, at their reasoned request and within a reasonable period specified in that request, access to data that are necessary to monitor and assess compliance with this Regulation. Management’s definition of “within a reasonable period”: Is specified in the request sent by the DSC or the EC, which is defined by the DSC or the EC and not the Company. Management’s definition of “necessary to monitor and assess”: The data which is considered “necessary” will largely depend on, and be guided by, the specific request from the Digital Services Coordinator of establishment or the Commission and the applicable compliance obligation under the DSA and any further regulatory guidance on this undefined term. Management’s definition of “at their reasoned request”: The legal basis and justification of the request would be specified in or determined by the DSC or the EC, meaning that it is defined by the DSC or the EC and not the Company.	Materiality threshold: A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following: Upon a request from the Digital Services Coordinator of establishment or the Commission, the Company did not provide access to data that was necessary to monitor and access compliance with the DSA within a reasonable period.
Audit procedures, results and information relied upon: In order to evaluate the audited provider’s compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed. <ol style="list-style-type: none"> 1. Inquired with management throughout the audit period and ascertained upon receiving a reasoned request, MPIL provided the Digital Services Coordinator of establishment or the Commission access to data necessary to monitor and assess compliance with the DSA within a reasonable period as specified in the request. 2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. 3. Inspected the DSC/EC Data Request Flow Chart and ascertained it included procedures to provide access to data to the Digital Services Coordinator of establishment or the Commission in the event MPIL received a request to monitor and assess compliance with the DSA within a reasonable period as specified in the request. 4. EY attempted to inspect all data access requests received from the Digital Services Coordinator of establishment or the Commission for Instagram and ascertained MPIL provided access to the data to the Digital Services Coordinator within a reasonable amount of time as specified in the request. <u>Based on the procedures performed, EY determined there was no population to test during the period since the Digital Services Coordinator had not issued any data access requests to MPIL.</u> 		

Changes to the audit procedures during the audit: Not applicable.	
Conclusion: Positive – In our opinion, MPIL complied with Obligation 40.1 during the Examination Period, in all material respects.	
Recommendations on specific measures: Not applicable.	Recommended timeframe to implement specific measures: Not applicable.

Obligation: 40.3	Audit criteria: For the purposes of paragraph 1, providers of very large online platforms or of very large online search engines shall, at the request of either the Digital Service Coordinator of establishment or of the Commission, explain the design, the logic, the functioning, and the testing of their algorithmic systems, including their recommender systems.	Materiality threshold: A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following: Upon the request from the Digital Services Coordinator of the establishment or the Commission, the Company did not provide access to data explaining the design, the logic, the functioning and the test of the Company's algorithmic systems, including the Company's recommender systems.
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Audit procedures, results and information relied upon: In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed. <ol style="list-style-type: none"> Inquired with management throughout the audit period and ascertained upon receiving a reasoned request from the Digital Services Coordinator, MPIL provided the Digital Services Coordinator of establishment or the Commission access to data to explain the design, the logic, the functioning and the testing of the algorithmic systems, including their recommender systems. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. Inspected the DSC/EC Data Request Flow Chart and ascertained it included procedures to provide data access to the Digital Services Coordinator of establishment or the Commission in the event MPIL received a request to explain the design, the logic, the functioning and the testing of the algorithmic systems, including their recommender systems. EY attempted to inspect all data access requests specific to explaining the design, the logic, the functioning, and the testing of Instagram's algorithmic systems, including their recommender systems, received from the Digital Services Coordinator of establishment or the Commission for the Instagram platform and ascertain that MPIL provided data access to the Digital Services Coordinator within a reasonable amount of time as specified in the request. <u>Based on the procedures performed, EY determined that there was no population to test during the period.</u> 	
Changes to the audit procedures during the audit: Not applicable.	
Conclusion: Positive – In our opinion, MPIL complied with Obligation 40.3 during the Examination Period, in all material respects.	

Recommendations on specific measures: Not applicable.		Recommended timeframe to implement specific measures: Not applicable.
Obligation: 41.1	Audit criteria: Providers of very large online platforms or of very large online search engines shall establish a compliance function, which is independent from their operational functions and composed of one or more compliance officers, including the head of the compliance function. That compliance function shall have sufficient authority, stature and resources, as well as access to the management body of the provider of the very large online platform or of the very large online search engine to monitor the compliance of that provider with this Regulation.	Materiality threshold: A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following: An independent compliance function composed of one or more compliance officers was not established. The compliance function did not have sufficient authority, stature, or resources. The compliance function did not have access to the Company's management body to monitor the Company's compliance with the DSA Regulation.
Audit procedures, results and information relied upon: In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed. <ol style="list-style-type: none"> 1. Inquired with management throughout the audit period and members of the independent DSA Compliance Function and ascertained the compliance function had sufficient authority, stature, resources, and access to management to monitor compliance with the DSA and that the DSA Compliance Function was independent of the Company's operational functions. 2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. 3. Inspected the Governance Framework, ISSO-GRC statement of work to support the DSA Compliance Function, organisational chart, and meeting minutes of the Board of Directors and ascertained the DSA Head of Compliance, DSA Compliance Function, ISSO-GRC, and the Meta Platforms Ireland Limited (MPIL) Board of Directors were independent of MPIL's operational functions and had sufficient authority and stature. 4. Inspected meeting minutes of the Board of Directors and ascertained the DSA Compliance Function had access to the Board of Directors. 5. Inspected management's Operating Expense budget for FY23 and FY24, the ISSO-GRC statement of work to support the DSA Compliance Function, organisational chart, and meeting minutes of the Board of Directors, which included a discussion of resources and ascertained that the compliance function had sufficient resources and access to management to monitor compliance with the DSA. Changes to the audit procedures during the audit: Not applicable. Conclusion: Positive – In our opinion, MPIL complied with Obligation 41.1 during the Examination Period, in all material respects.		
Recommendations on specific measures: Not applicable.		Recommended timeframe to implement specific measures: Not applicable.

<p>Obligation: 41.2</p>	<p>Audit criteria:</p> <p>The management body of the provider of the very large online platform or of the very large online search engine shall ensure that compliance officers have the professional qualifications, knowledge, experience and ability necessary to fulfill the tasks referred to in paragraph 41.3.</p> <p>The management body of the provider of the very large online platform or of the very large online search engine shall ensure that the head of the compliance function is an independent senior manager with distinct responsibility for the compliance function.</p> <p>The head of the compliance function shall report directly to the management body of the provider of the very large online platform or of the very large online search engine, and may raise concerns and warn that body where risks referred to in Article 34 or non-compliance with this Regulation affect or may affect the provider of the very large online platform or of the very large online search engine concerned, without prejudice to the responsibilities of the management body in its supervisory and managerial functions.</p> <p>The head of the compliance function shall not be removed without prior approval of the management body of the provider of the very large online platform or of the very large online search engine.</p>	<p>Materiality threshold:</p> <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>Compliance officers do not have the professional qualifications, knowledge, experience and ability necessary to fulfill the tasks required in Article 41.3.</p> <p>The head of the compliance function is not an independent senior manager with distinct responsibility for the compliance function.</p> <p>The head of the compliance function does not report directly to the Company's management body and raise concerns and warn that body where risks referred to in Article 34 or non-compliance with this Regulation affect or may affect the Company, without prejudice to the responsibilities of the management body in its supervisory and managerial functions.</p> <p>The head of the compliance function is removed without prior approval of the Company's management body.</p>
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Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY evaluated the design and operation of control(s) and performed substantive procedures.

1. Inquired with management throughout the audit period and ascertained the Board of Directors performed a suitability assessment process for the DSA Head of Compliance to assess that the compliance officer possessed the professional qualifications, knowledge, experience, stature, and ability to fulfil the tasks referred to in 41.3, the DSA Head of Compliance officer was an independent senior manager, and the DSA Head of Compliance could not be removed without prior approval of the Board of Directors.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected MPIL's DSA Head of Compliance Officer's terms of reference, Board approval of the terms of reference and the qualifications matrix of the DSA Head of Compliance and ascertained it evaluated and concluded the DSA Head of Compliance Officer possessed the professional qualifications, knowledge, stature experience, and ability necessary to fulfil the tasks referred to in 41.3.
4. Inspected the Governance Framework, ISSO-GRC statement of work to support the DSA Compliance Function, organisational chart, and meeting minutes of the Board of Directors and ascertained the DSA Head of Compliance, DSA compliance function, ISSO-GRC, and the Meta Platforms Ireland Limited (MPIL) Board of Directors were independent of MPIL's operational functions.
5. Inspected the meeting minutes of the Board of Directors, the Governance Framework, and the organisational chart and ascertained the DSA Compliance Function reported directly to the Company's Board of Directors through the DSA Head of

<p>Compliance and was responsible for communicating concerns related to risk(s) of non-compliance with the Regulation or risks arising from Article 34 to the management body.</p> <p>6. Inspected the Governance Framework and ascertained the compliance function could not be removed without prior approval from the Board of Directors.</p> <p>Changes to the audit procedures during the audit:</p> <p>Not applicable.</p> <p>Conclusion:</p> <p>Positive – In our opinion, MPIL complied with Obligation 41.2 during the Examination Period, in all material respects.</p>	
<p>Recommendations on specific measures:</p> <p>Not applicable.</p>	<p>Recommended timeframe to implement specific measures:</p> <p>Not applicable.</p>

<p>Obligation:</p> <p>41.3</p>	<p>Audit criteria:</p> <p>Compliance officers shall have the following tasks:</p> <ul style="list-style-type: none"> a) cooperating with the Digital Services Coordinator of establishment and the Commission for the purpose of this Regulation; b) ensuring that all risks referred to in Article 34 are identified and properly reported on and that reasonable, proportionate and effective risk-mitigation measures are taken pursuant to Article 35; c) organising and supervising the activities of the provider of the very large online platform or of the very large online search engine relating to the independent audit pursuant to Article 37; d) informing and advising the management and employees of the provider of the very large online platform or of the very large online search engine about relevant obligations under this Regulation; e) monitoring the compliance of the provider of the very large online platform or of the very large online search engine with its obligations under this Regulation; f) where applicable, monitoring the compliance of the provider of the very large online platform or of the very large online search engine with commitments made under the codes of conduct pursuant to Articles 45 and 46 or the crisis protocols pursuant to Article 48. 	<p>Materiality threshold:</p> <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>Compliance officers do not cooperate with the Digital Services Coordinator of establishment and the Commission.</p> <p>Compliance officers do not ensure that all risks referred to in Article 34 are identified and properly reported on and that reasonable, proportionate and effective risk-mitigation measures are taken pursuant to Article 35.</p> <p>Compliance officers do not organise and supervise the Company's activities relating to the independent audit pursuant to Article 37.</p> <p>Compliance officers do not inform and advise the Company's management and employees about relevant obligations under this Regulation.</p> <p>Compliance officers do not monitor the Company's compliance with its obligations under this Regulation.</p> <p>Compliance officers do not monitor the Company's compliance with commitments made under the codes of conduct pursuant to Articles 45 and 46 or the crisis protocols pursuant to Article 48.</p>
<p>Audit procedures, results and information relied upon:</p> <p>In order to evaluate the audited provider's compliance with this Specified Requirement, EY evaluated the design and operation of control(s) and performed substantive procedures.</p>		

<ol style="list-style-type: none"> 1. Inquired with management throughout the audit period and ascertained the Compliance officer was responsible for the tasks outlined in Article 41.3.(a) - Article 41.3.(f). 2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. 3. Inspected the Governance Framework and ascertained the Compliance Officer was responsible for the tasks outlined in Article 41.3.(a) - Article 41.3.(f). <p>Changes to the audit procedures during the audit: Not applicable.</p> <p>Conclusion: Positive – In our opinion, MPIL complied with Obligation 41.3 during the Examination Period, in all material respects.</p>	
<p>Recommendations on specific measures: Not applicable.</p>	<p>Recommended timeframe to implement specific measures: Not applicable.</p>

<p>Obligation: 41.4</p>	<p>Audit criteria: Providers of very large online platforms or of very large online search engines shall communicate the name and contact details of the head of the compliance function to the Digital Services Coordinator of establishment and to the Commission.</p>	<p>Materiality threshold: A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following: The Company does not communicate the name and contact details of the head of the compliance function to the Digital Services Coordinator of establishment and to the Commission.</p>
<p>Audit procedures, results and information relied upon: In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.</p> <ol style="list-style-type: none"> 1. Inquired with management throughout the audit period and ascertained MPIL communicated the contact details for the Head of Compliance to the Digital Services Coordinator of the An Coimisiún na Meán and the European Commission. 2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. 3. Inspected the email communication from MPIL to the Head of Compliance of the Digital Services Coordinator of the An Coimisiún na Meán and the European Commission and ascertained MPIL communicated the contact details of the Head of Compliance to the Digital Services Coordinator An Coimisiún na Meán and the European Commission. <p>Changes to the audit procedures during the audit: Not applicable.</p> <p>Conclusion: Positive – In our opinion, MPIL complied with Obligation 41.4 during the Examination Period, in all material respects.</p>		
<p>Recommendations on specific measures: Not applicable.</p>		<p>Recommended timeframe to implement specific measures: Not applicable.</p>

Obligation: 41.5	Audit criteria: <p>The management body of the provider of the very large online platform or of the very large online search engine shall define, oversee and be accountable for the implementation of the provider's governance arrangements that ensure the independence of the compliance function, including the division of responsibilities within the organisation of the provider of very large online platform or of very large online search engine, the prevention of conflicts of interest, and sound management of systemic risks identified pursuant to Article 34.</p>	Materiality threshold: <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>The Company's management body does not define, oversee and is not accountable for the implementation of the Company's governance arrangements that ensure the independence of the compliance function.</p>
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Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY evaluated the design and operation of control(s) and performed substantive procedures.

1. Inquired with management throughout the audit period and ascertained the Board of Directors was responsible for the implementation of the Governance Framework which designated the independence of the DSA Compliance Function, the division of responsibilities to mitigate conflicts of interest, and management of systemic risks identified as a result of Article 34.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected the Governance Framework and ascertained it outlined the Board of Directors' responsibility to implement a governance framework which designated the independence of the DSA Compliance Function, the division of responsibilities to mitigate conflicts of interest, and the management of systemic risks identified as a result of Article 34.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive – In our opinion, MPIL complied with Obligation 41.5 during the Examination Period, in all material respects.

Recommendations on specific measures: <p>Not applicable.</p>	Recommended timeframe to implement specific measures: <p>Not applicable.</p>
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Obligation: 41.6	Audit criteria: <p>The management body shall approve and review periodically, at least once a year, the strategies and policies for taking up, managing, monitoring and mitigating the risks identified pursuant to Article 34 to which the very large online platform or the very large online search engine is or might be exposed to.</p>	Materiality threshold: <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>The Company's management body does not approve and review periodically, at least once a year, the strategies and policies for taking up, managing, monitoring and mitigating the risks identified pursuant to Article 34.</p>
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Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.

1. Inquired with management throughout the audit period and ascertained the Board of Directors approved and reviewed the strategies and policies for taking up, managing, monitoring and mitigating the risks identified pursuant to Article 34 during the year.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected the Governance Framework and the minutes of the Board of Directors for the annual review of MPIL's strategies and policies for mitigating risks identified via Article 34 and ascertained the Board of Directors reviewed and approved the strategies and policies.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive – In our opinion, MPIL complied with Obligation 41.6 during the Examination Period, in all material respects.

Recommendations on specific measures:

Not applicable.

Recommended timeframe to implement specific measures:

Not applicable.

Obligation:
41.7**Audit criteria:**

The management body shall devote sufficient time to the consideration of the measures related to risk management. It shall be actively involved in the decisions related to risk management, and shall ensure that adequate resources are allocated to the management of the risks identified in accordance with Article 34.

Materiality threshold:

A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:

The Company's management body does not devote sufficient time to the consideration of the measures related to risk management.

The Company's management body is not actively involved in the decisions related to risk management and does not ensure that adequate resources are allocated to the management of the risks identified in accordance with Article 34.

Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.

1. Inquired with management throughout the audit period and ascertained the Board of Directors devoted time to the consideration of measures related to risk management, the Board of Directors was actively involved in decisions related to the mitigation of risks identified via Article 34, and dedicated resources to manage these risks.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.

3. Inspected minutes of meetings of the Board of Directors and ascertained the Board of Directors devoted time to consider measures related to risk management and was actively involved in decisions related to risk management.
4. Inspected the organisational chart of the DSA compliance team and their titles and the Governance Framework and ascertained resources were allocated to the management of risks identified in accordance with Article 34.
5. Inspected Governance Framework and the Operating Expense budget for FY23 and FY24 for the DSA Compliance Function and ascertained resources were allocated to the DSA compliance function and worked with the first line of defense and Global Risk and Compliance to ensure the management of risks in accordance with Article 34.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive – In our opinion, MPIL complied with Obligation 41.7 during the Examination Period, in all material respects.

Recommendations on specific measures:

Not applicable.

Recommended timeframe to implement specific measures:

Not applicable.

<p>Obligation: 42.1</p>	<p>Audit criteria: Providers of very large online platforms or of very large online search engines shall publish the reports referred to in Article 15 at the latest by two months from the date of application referred to in Article 33(6), second subparagraph, and thereafter at least every six months.</p>	<p>Materiality threshold: A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following: The Digital Services Act Transparency Report was not published within two months from the date of application referred to in Article 33.6, second subparagraph and within six months thereafter.</p>
<p>Audit procedures, results and information relied upon: In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.</p> <ol style="list-style-type: none"> 1. Inquired with management throughout the audit period and ascertained the Digital Services Act Transparency Report for Instagram was published within two months from the date of the application referred to in Article 33.6, second subparagraph, and within 6 months thereafter. 2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation. 3. Inspected the publicly available Digital Services Act Transparency Report for Instagram and ascertained the report was published within two months from the date of application referred to in Article 33.6, second subparagraph and within, 6 months thereafter. <p>Changes to the audit procedures during the audit: Not applicable.</p> <p>Conclusion: Positive – In our opinion, MPIL complied with Obligation 42.1 during the Examination Period, in all material respects.</p>		

Recommendations on specific measures: Not applicable.	Recommended timeframe to implement specific measures: Not applicable.
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Obligation: 42.2	Audit criteria: <p>The reports referred to in paragraph 1 of this Article published by providers of very large online platforms shall, in addition to the information referred to in Article 15 and Article 24(1), specify:</p> <ul style="list-style-type: none"> g) the human resources that the provider of very large online platforms dedicates to content moderation in respect of the service offered in the Union, broken down by each applicable official language of the Member States, including for compliance with the obligations set out in Articles 16 and 22, as well as for compliance with the obligations set out in Article 20; h) the qualifications and linguistic expertise of the persons carrying out the activities referred to in point (a), as well as the training and support given to such staff; i) the indicators of accuracy and related information referred to in Article 15(1), point (e), broken down by each official language of the Member States. <p>The reports shall be published in at least one of the official languages of the Member States.</p>	Materiality threshold: <p>A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:</p> <p>The metrics stipulated in Article Article 42.2.(a) - Article 42.2.(c) were not published.</p> <p>The metrics stipulated in Article Article 42.2.(a) - Article 42.2.(c) were not published in at least one of the official languages of the Member States.</p>
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Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.

1. Inquired with management throughout the audit period and ascertained MPIL published information on the human resources dedicated to content moderation, the qualifications and linguistics expertise of the persons carrying out the activities, and the indicators of accuracy broken down by each applicable official language of the Member States.
2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected the publicly available Digital Services Act Transparency report for Instagram and ascertained the report included information related to the human resources that were dedicated to content moderation, including a breakdown of human resources dedicated to content moderation by each applicable official language of the EU Member States.
4. Inspected the October 2023 and April 2024 publicly available Digital Services Act Transparency Report for Instagram and ascertained that Meta, on behalf of MPIL, issued a correction on 13 June 2024 to the October 2023 and April 2024 report to correct the information related to the human resources that were dedicated to content moderation.
5. Inspected the publicly available Digital Services Act Transparency report for Instagram and ascertained the report included information related to the qualifications and linguistic expertise of the persons carrying out the content moderation process, as well as the training and support provided to content moderation persons.
6. Inspected the publicly available Digital Services Act Transparency report for Instagram and ascertained indicators of accuracy and related information required by Article 15.1.(e) were published for each official language of the Member States.
7. Inspected the publicly available published Digital Services Act Transparency Report for Instagram and ascertained the report was published in at least one of the official languages of the Member States

8. Inspected the supporting database tables storing Transparency Report data and ascertained that access to the tables was restricted through an access control lists.
9. Inspected the access control list code and ascertained the access to provision access to users was designed to be restricted to a privileged role.
10. Selected a user from each of the access control lists of the tables storing Transparency Report data and ascertained that the user was appropriate based on their job title and responsibility.

Changes to the audit procedures during the audit:

Performed procedures to test remediation of the following identified article non-compliance: The Company self-reported during the audit they miscalculated metrics for the human reviewers dedicated for content moderation for the October 2023 and April 2024 DSA transparency reports for Instagram.

Conclusion:

Negative – In our opinion, except for the effects of the material non-compliance described in the following paragraph, MPIL complied with Obligation 42.2 during the Examination Period, in all material respects.

Per inspection of the October 2023 and April 2024 Digital Services Act Transparency reports for Instagram, EY ascertained MPIL published indicators of accuracy and possible rate of error required by Article 15.1.(e), and in the April 2024 Digital Service Act Transparency report for Instagram published an Automation Overturn Rate but MPIL did not publish indicators of accuracy by member state language as required under 42.2.

MPIL self-reported during the audit they miscalculated metrics for the human reviewers dedicated for content moderation for the October 2023 and April 2024 DSA transparency reports for Instagram.

Recommendations on specific measures:

MPIL should update the Instagram Transparency Report to publish indicators of accuracy for each official language of the Member States for the automated systems used for content moderation.

Recommended timeframe to implement specific measures:

MPIL should build technical capabilities in 2024 to enable reporting of indicators of accuracy by member state language and publish them in the 4th transparency report.

On 13 June 2023, MPIL issued a correction to the human review metric for both the October 2023 and April 2024 DSA Transparency reports for Instagram.

Obligation:
42.3

Audit criteria:

In addition to the information referred to in Articles 24(2), the providers of very large online platforms or of very large online search engines shall include in the reports referred to in paragraph 1 of this Article the information on the average monthly recipients of the service for each Member State.

Materiality threshold:

A control was not suitably designed and operated effectively to satisfy the obligation for at least 95% of the Examination Period, and/or if there was an actual or projected error of more than 5% (or other material qualitative variance) during the Examination Period related to any of the following:

The average monthly users of the service for each Member State was not published in the Digital Services Act Transparency Report.

Audit procedures, results and information relied upon:

In order to evaluate the audited provider's compliance with this Specified Requirement, EY primarily performed substantive procedures, although control(s) existed.

1. Inquired with management throughout the audit period and ascertained MPIL published in the Digital Services Act Transparency Report for Instagram, information on the average monthly active users (recipients) for each Member State.

2. Inquired with process/control owner and ascertained throughout the audit period, the process/control owner did not identify any instances of non-compliance for the sub article obligation.
3. Inspected the publicly available Transparency Center website and ascertained a Monthly Active Users (MAUs) (recipients) for each Member State report was published at least every six months from the date of application for Instagram.
4. Inspected the Methodology for calculating MAUs per EU Member State and ascertained MPIL calculated the MAU as an average over the period of the past six months and in accordance with the methodology outlined in the delegated acts Article 33(3), where those delegated acts have been adopted.
5. Inspected management's review of the Instagram MAUs reported metrics per Member State and ascertained the metrics were reviewed and approved by management prior to the issuance of the Digital Service Act Transparency report for Instagram.
6. Inspected the Instagram DSA Transparency reports and ascertained the per member state MAUs metrics matched the metrics signed off by management.
7. Inspected the Instagram data from the MAUs system and ascertained the monthly active user data reconciled with the metrics within the Instagram MAUs Report.
8. Inspected the supporting database tables storing MAU data and ascertained access to the tables was restricted through access control lists.
9. Inspected the access control lists code and ascertained the access to provision access to users was designed to be restricted to a privileged role.
10. Selected a user from each of the access control lists of the tables storing MAU data and ascertained the user was appropriate based on the job title and responsibility.

Changes to the audit procedures during the audit:

Not applicable.

Conclusion:

Positive – In our opinion, MPIL complied with Obligation 42.3 during the Examination Period, in all material respects.

Recommendations on specific measures:

Not applicable.

Recommended timeframe to implement specific measures:

Not applicable.

Appendix 2 – Annex 1 of Delegated Regulation – Template for the audit report referred to in Article 6 of the Delegated Regulation

Section A: General Information

1. Audited service:	
Instagram (including the Instagram Core Application, Watch, Reels, Live, and Shops)	
2. Audited provider:	
Meta Platforms Ireland Limited ("MPIL")	
3. Address of the audited provider:	
Merrion Road, Dublin 4, D04 X2K5, Ireland	
4. Point of contact of the audited provider:	
[REDACTED], DSA Head of Compliance and [REDACTED] Information, Security, Support, and Operations (ISSO) Governance, Risk and Compliance (GRC)	
5. Scope of the audit:	
Does the audit report include an assessment of compliance with all the obligations and commitments referred to in Article 37(1) of Regulation (EU) 2022/2065 applicable to the audited provider?	Yes. Refer to the applicable obligations and commitments in Appendix 1.
i. Compliance with Regulation (EU) 2022/2065	
Obligations set out in Chapter III of Regulation (EU) 2022/2065:	
Audited obligation	Period covered
A listing of the audited obligations can be found in Appendix 1 of our attached Assurance Report of Independent Accountants.	29 August 2023 to 30 June 2024
ii. Compliance with codes of conduct and crisis protocols	
Commitments undertaken pursuant to codes of conduct referred to in Articles 45 and 46 of Regulation (EU) 2022/2065 and crisis protocols referred to in Article 48 of Regulation (EU) 2022/2065:	
Audited commitment	Period covered
Not applicable	Not applicable
6. a. Audit start date:	b. Audit end date:
Not applicable	Not applicable

Section B: Auditing organisation(s)

[To complete the section below, insert as many lines as necessary per point.]

1. Name(s) of organisation(s) constituting the auditing organisation:
Ernst & Young LLP, a Delaware limited liability partnership ("EY")
2. Information about the auditing team of the auditing organisation:
For each member of the auditing team, provide: <ul style="list-style-type: none">▶ Their personal name.▶ The individual organisation, part of the auditing organisation, they are affiliated with;▶ Their professional email address.▶ Descriptions of their responsibilities and the work they undertook during the audit
<p>██████████ was the overall responsible person from EY. (Contact detail: ██████████, Ernst & Young LLP 303 S Almaden Blvd, San Jose, CA 95110 United States). Ernst & Young LLP has maintained a list of the engagement team members. At Ernst & Young LLP's request, for privacy purposes, the personal names are not being specified in this submission. However, the complete list of team members may be requested if required.</p>
3. Auditors' qualification:
a. Overview of the professional qualifications of the individuals who performed the audit, including domains of expertise, certifications, as applicable:
<p>There were more than 58 university degreed team members involved in the execution of the engagement. Personnel directing the assurance engagement collectively have significant experience related to auditing the technology industry, algorithm systems, performing risk assessment, assessing compliance functions, content moderation, privacy matters, GDPR and other related topics.</p> <p>The team included individuals with the following credentials:</p> <ul style="list-style-type: none">▶ Chartered Accountant▶ Certified Public Accountant (CPA)▶ Certified Information Systems Auditor (CISA)▶ Certified Business Intelligence Professional (CBIP)▶ Certified Compliance and Ethics Professional▶ Certified Information Systems Security Professional (CISSP)▶ Certified Information Privacy Professional (CIPP)▶ Certified Cost Estimating Associate (CCEA)▶ Certified in Risk and Information Systems Control (CRISC)▶ Certified Government Financial Manager (CGFM)▶ ITIL Foundation Level▶ Project Management Professional (PMP)▶ ISO 27001 Auditor▶ ISO 27001 Lead Auditor – Information Security Certification▶ ISO 27001 Lead Implementer – Information Security Certification▶ Level 1: Archer Certified Associate
b. Documents attesting that the auditing organisation fulfils the requirements laid down in Article 37(3), point (b) of Regulation (EU) 2022/2065 have been attached as an annex to this report:
Response included in Appendix 5 to Assurance Report of Independent Accountants.

4. Auditors' independence:
a. Declaration of interests
<p>EY performs audits, reasonable and limited assurance engagements, and related permissible professional services, for MPIL in our capacity as an assurance, tax, transaction, and advisory services provider.</p> <p>Additionally, EY performs audits, reasonable and limited assurance engagements, and related permissible professional services, for Meta Platforms, Inc. in our capacity as a global assurance, tax, transaction, and advisory services provider. EY has contracts to purchase advertising services from Meta Platforms, Inc. Meta Platforms, Inc. has informed us the contracts are in the ordinary course of business and the terms and conditions are "at market", as compared to other buyers at similar levels of spending. We have concluded there is no effect on Ernst & Young LLP's independence with respect to these contracts. In reaching that conclusion, we considered the AICPA (American Institute of Public Accountants) Independence Rules applicable to this situation, which does not prohibit business relationships between an audit client and the firm or covered person in the firm when the firm or covered person is a consumer in the ordinary course of business.</p>
b. References to any standards relevant for the auditing team's independence that the auditing organisation(s) adheres to:
<p>Refer to Assurance Report of Independent Accountants. As documented in the Assurance Report of Independent Accountants, EY applies the AICPA Code of Conduct which is equivalent (or exceeds) the International Ethics Standards Board for Accountants International Code of Ethics for Professional Accountants (including International Independence Standards), which includes independence and other requirements founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour. Independence is comprised of independence of mind and independence in appearance, both of which are required of the engagement team members engaged in providing reasonable assurance engagements. Independence of mind requires that the members maintain a state of mind that permits the expression of a conclusion without being affected by influences that compromise professional judgment, thereby allowing an individual to act with integrity and exercise objectivity and skepticism. Independence of appearance is achieved by the avoidance of facts and circumstances that are so significant that a reasonable and informed third party would likely conclude, weighing all the specific facts and circumstances, that a firm's, or a member of the audit team's, integrity, objectivity, or professional skepticism has been compromised.</p>
c. List of documents attesting that the auditing organisation complies with the obligations laid down in Article 37(3), points (a) and (c) of Regulation (EU) 2022/2065 attached as annexes to this report. Attachment 3 and 5 to Annex 1
Refer to Appendix 5 which addresses Article 37 (3), points (a) and (c).
5. References to any auditing standards applied in the audit, as applicable:
<p>Refer to our attached Assurance Report of Independent Accountants. As documented in the Assurance Report of Independent Accountants, our engagement was conducted in accordance with ISAE 3000 (Revised) and attestation standards established by the AICPA. Those standards require that we plan and perform the reasonable assurance engagement to obtain reasonable assurance about whether management's assertion is appropriately stated, in all material respects.</p>
6. References to any quality management standards the auditing organisation adheres to, as applicable:
<p>EY applies the International Standard on Quality Management I (ISQM 1) and the AICPA's Quality Control Standard. Accordingly, we maintain a comprehensive system of quality control/management including documented policies and procedures regarding compliance with ethical requirements, professional, standards, and applicable legal and regulatory requirements.</p> <p>Furthermore, EY is a registered audit firm with the Public Company Accounting Oversight Board ("PCAOB") of the United States and is an American Institute of Certified Public Accountants ("AICPA") member firm]. As such, EY complies with the public accounting profession's technical and ethical standards, including the AICPA's Code of Professional Conduct. In addition to the Code of Professional Conduct, the AICPA publishes standards, which delineate specific requirements that Certified Public Accountants are consistently required to follow during the audit. Refer to EY Transparency Report 2023 for further background.</p>

Section C: Summary of the main findings

1. Summary of the main findings drawn from the audit (pursuant to paragraph 37(4), point (e) of Regulation (EU) 2022/2065)

A description of the main findings drawn from the audit can be found in Appendix 1 of our attached Assurance Report of Independent Accountants.

Section C.1: Compliance with Regulation (EU) 2022/2065

1) Audit opinion for compliance with the audited obligations referred to in Article 37(1), point (a) of Regulation (EU) 2022/2065: The aggregate audit opinion for compliance with the applicable audited obligations set out in set out in Chapter III of Regulation (EU) 2022/2065 can be found on page 2 of our attached Assurance Report of Independent Accountants.

2) Audit conclusion for each audited obligation: The audit conclusion for each audited obligation can be found in Appendix 1 of our attached Assurance Report of Independent Accountants.

Section C.2: Compliance with voluntary commitments in codes of conduct and crisis protocols

Repeat section C.2 for each audited code of conduct and crisis protocol referred to in Article 37(1), point (b) of Regulation (EU) 2022/2065:

1) Audit opinion for compliance with the commitments made under specify the code of conduct or crisis protocol covered by the audit: Not applicable.

2) Audit conclusion for each audited commitment: Not applicable.

Section C.3: Where applicable, explanations of the circumstances and the reasons why an audit opinion could not be expressed:

Explanations of the circumstances and the reasons why an audit opinion could not be expressed can be found in our attached Assurance Report of Independent Accountants.

Section D: Description of the findings: compliance with Regulation (EU) 2022/2065

Section D.1: Audit conclusion for obligation (specify)

Insert as many entries for section D.1 as necessary to cover the entire scope of the audit, specifying the obligation the section refers to.

The information provided should be complete and detailed such that a third party with no previous connection with the audit is able to understand the description of the findings.

Insert as many lines as necessary per point when completing this section.

I. Audit conclusion:

- ▶ **Description of the audit conclusion, justification, and remarks.**
- ▶ As appropriate, include here any comments.

A description of the audit conclusion, justification, and remarks for each audited obligation can be found in Appendix 1 of our attached Assurance Report of Independent Accountants.

If the conclusion is not 'positive', operational recommendations on specific measures to achieve compliance. Explanation on the materiality of non-compliance, where applicable	Recommended timeframe to achieve compliance
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Operational recommendations on specific measures to either a) achieve compliance (where the conclusion is negative) , including an explanation on the materiality of non-compliance and recommended timeframe to achieve compliance, or b) improve that do not have a substantive effect on compliance (where the conclusion is positive with comments), can be found in Appendix 1 of our attached Assurance Report of Independent Accountants.

II. Audit procedures and their results:

1) Description of the audit criteria and materiality threshold used by the auditing organisation pursuant to Article 10(2), point (a) of this Regulation:

A description of the audit criteria and materiality thresholds used can be found in Appendix 1 of our attached Assurance Report of Independent Accountants.

2) Audit procedures, methodologies, and results:

- a) Description of the audit procedures performed by the auditing organisation, the methodologies used to assess compliance, and justification of the choice of those procedures and methodologies (including, where applicable, a justification for the choices of standards, benchmarks, sample size(s) and sampling method(s)):

A description of the audit procedures performed, the methodologies used to assess compliance, and a justification of the choice of those procedures and methodologies can be found in Appendix 1 of our attached Assurance Report of Independent Accountants.
- b) Description, explanation, and justification of any changes to the audit procedures during the audit:

A description, explanation, and justification of any changes to the audit procedures during the audit can be found in Appendix 1 of our attached Assurance Report of Independent Accountants.
- c) Results of the audit procedures, including any test and substantive analytical procedures:

The results of the audit procedures, including any test and substantive analytical procedures, can be found in Appendix 1 of our attached Assurance Report of Independent Accountants.

3) Overview and description of information relied upon as audit evidence, including, as applicable:

- a. Description of the type of information and its source;
- b. The period(s) when the evidence was collected;
- c. The period the evidence refers to;
- d. Any other relevant information and metadata.

An overview and description of information relied upon as audit evidence can be found in Appendix 1 of our attached Assurance Report of Independent Accountants.

4) Explanation of how the reasonable level of assurance was achieved:

An explanation of the circumstances when a specific element could not be audited or an audit conclusion could not be reached with a reasonable level of assurance can be found in our attached Assurance Report of Independent Accountants.

5) In cases when:

- a. A specific element could not be audited, as referred to in Article 37(5) of Regulation (EU) 2022/2065, or
- b. an audit conclusion could not be reached with a reasonable level of assurance, as referred to in Article 8(8) of this Regulation, provide an explanation of the circumstances and the reasons:

Sub articles: 14.1, 16.1, 16.5, 16.6, 17.1, 20.1, 20.3, 24.5, 25.1, 28.1, 34.1, 34.2, 35.1, and 40.12

An explanation can be found in our attached Assurance Report of Independent Accountants.

6) Notable changes to the systems and functionalities audited during the audited period and explanation of how these changes were taken into account in the performance of the audit.

A list of notable changes to the systems and functionalities audited during the audited period and explanation of how these changes were taken into account in the performance of the audit can be found in Appendix 1 of our attached Assurance Report of Independent Accountants.

7) Other relevant observations and findings:

Please see Appendix 1 of our attached Assurance Report of Independent Accountants for any other relevant observations and findings.

Section D.2: Additional elements pursuant to Article 16 of this Regulation

1) An analysis of the compliance of the audited provider with Article 37(2) of Regulation (EU) 2022/2065 with respect to the current audit:

An analysis of the compliance of the audited provider with Article 37(2) of Regulation (EU) 2022/2065 with respect to the current audit can be found in Appendix 1 of our attached Assurance Report of Independent Accountants.

2) Description of how the auditing organisation ensured its objectivity in the situation described in Article 16(3) of this Regulation:

Not applicable as this is the first required audit.

Section E: Description of the findings concerning compliance with codes of conduct and crisis protocol

N/A – No codes of conduct and crisis protocols were applicable during the audit period.

Code of conduct or crisis protocol: (specify)

Repeat this section for each code of conduct and crisis protocol.

Section E.1: Audit conclusion for commitment (specify)		
<p><i>Insert as many entries for section E.1 as necessary to cover the entire scope of the audit, specifying the commitment audited.</i></p> <p><i>The information provided should be complete and detailed such that a third party with no previous connection with the audit is able to understand the description of the findings.</i></p> <p><i>Insert as many lines as necessary per point when completing this section.</i></p>		
III. Audit conclusion:		
Audit conclusion		
Positive	Positive with comments	Negative
Description of the audit conclusion, justification, and any comments.		
<p><i>If the conclusion is not 'positive', operational recommendations on specific measures to achieve compliance.</i></p> <p><i>Explanation on the materiality of non-compliance, where applicable</i></p>		<p><i>Recommended timeframe to achieve compliance</i></p>
IV. Audit procedures and their results:		
1. Description of the audit criteria and materiality threshold used by the auditing organisation pursuant to Article 10(2), point (a) of this Regulation:		
2. Audit procedures, methodologies, and results:		
<p>a) Description of the audit procedures performed by the auditing organisation, the methodologies used to assess compliance, and justification of the choice of those procedures and methodologies (including, where applicable, a justification for the choices of standards, benchmarks, sample size(s) and sampling method(s)):</p> <p>.....</p> <p>b) Description, explanation, and justification of any changes to the audit procedures during the audit:</p> <p>.....</p> <p>c) Results of the audit procedures, including any test and substantive analytical procedures:</p> <p>.....</p>		
3. Overview and description of information relied upon as audit evidence, including, as applicable:		
<p>a) description of the type of information and its source;</p> <p>b) the period(s) when the evidence was collected;</p> <p>c) the period to which the evidence refers;</p> <p>d) any other relevant information and metadata.</p> <p>.....</p>		
4. Explanation of how the reasonable level of assurance was achieved:		
.....		
5. In cases when:		
a. a specific element could not be audited, as referred to in Article 37(5) of Regulation (EU) 2022/2065, or		

b. an audit conclusion could not be reached with a reasonable level of assurance, as referred to in Article 8(8) of this Regulation, provide an explanation of the circumstances and the reasons:	
Obligation or commitment and relevant elements not audited	Explanation of circumstances and reasons:
6. Notable changes to the systems and functionalities audited during the audited period and explanation of how these changes were taken into account in the performance of the audit.	
7. Other relevant observations and findings	


Section F: Third-parties consulted

Repeat this section per third-party consulted, incrementing the name of the section by one (e.g., F.1, F.2, and so forth).

1. Name of third party consulted:
N/A
2. Representative and contact information of consulted third party:
N/A
3. Date(s) of consultation:
N/A
4. Input provided by third-party
N/A

Section G: Any other information the auditing body wishes to include in the audit report (such as a description of possible inherent limitations).

Please refer to our attached Assurance Report of Independent Accountants for additional information.

		<i>Include as many lines as necessary in accordance with the allocation of responsibilities and empowerment as referred to in Article 7(1) point b)</i>	
Date	28 August 2024	Signed by	
Place	303 S Almaden Blvd, San Jose, California 95110 United States	In the name of	Ernst & Young LLP
		Responsible for:	Entire Engagement

**Appendix 3 – Engagement agreement (Terms of Reference)
between Ernst & Young LLP and Meta Platforms Ireland Limited
(Document requested pursuant to Article 7(2) of the Delegated
Regulation)**



Ernst & Young LLP
520 S. El Camino Real
Suite 700,
San Mateo, CA 94402

Tel: +1 650 802 4500
Fax: +1 650 802 4600
ey.com

INB2932821



<div data-bbox="167 588 381 625" style="background-color: black; height: 18px; width: 132px;"></div> ISSO-GRC EU Security Lead Meta Platforms Ireland Limited Merrion Road Dublin 4 D04X2K5, Ireland	06 February 2024
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Dear

This Services Agreement is entered into between Ernst & Young LLP, a Delaware limited liability partnership (“EY”) and Meta Platforms Ireland Limited (“Client”), effective as of 06 February 2024 (the “Effective Date”), and incorporates the General Terms and Conditions attached hereto as Appendix 1 (together, this “Contract”).

Scope of Services

EY will examine the Client’s assertion that the processes and controls implemented for the Facebook (including the Facebook Core Application, Watch, Live, Dating, News, Marketplace, and Bulletin) and Instagram (including the Instagram Core Application, Watch, Reels, Live, and Shops) service online platforms designated as Online Platforms by the European Commission, (the Client’s designated Online Platforms) (the “Subject Matter”) comply with each applicable obligation and commitment referred to in Article 37(1) of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 (the “Digital Services Act” or “DSA” or “Act”) (such obligations and commitments, the “Specified Requirements”), were in compliance with the Specified Requirements during the period from 25 August 2023 through 31 May 2024 (or another mutually agreed upon date) (the “Examination Period”). EY will opine on the Client’s compliance with the Specified Requirements. Together, the examination and opinion are referred to herein as “the DSA Audit” or “Services.” The Client agrees that only the obligations and commitments identified in this Contract are included within the scope of the DSA Audit.

EY will conduct the DSA Audit in accordance with the attestation standards described in International Standards on Assurance Engagements 3000 established by the International Auditing and Assurance Standards Board (“ISAE 3000”), the American Institute of Certified Public Accountants’ (“AICPA”) attestation standards, and the Commission Delegated Regulation supplementing Regulation (EU) 2022/2065 (the “Delegated Regulations”).

Although the Act under Article 37 1(b), and the Delegated Regulation (including Annex I) refer to the auditor assessing compliance with any commitments undertaken pursuant to the codes of conduct referred to in Articles 45 and 46 and the crisis protocols referred to in Article 48, EY is not expected to include in the

previously referenced articles in our assessment because the Client's requirement to comply with such articles does not currently exist (i.e., the obligation does not commence until the later of the following dates: (a) the date from which the code of conduct or crisis protocol formally applies; or (b) the date from which the European Commission or the Board for Digital Services formally recognizes a code of conduct or crisis protocol as falling within the meaning of Articles 45, 46 or 48). If the European Commission takes action on (a) or (b) with an effective date prior to the end of the examination period, any inclusion of the code of conduct and crisis protocols will be as mutually agreed between the parties.

EY will plan and perform its examination to obtain reasonable assurance about whether the Subject Matter as measured or evaluated against each of the applicable Specified Requirements is free from material¹ misstatement. Upon completion of the DSA Audit, EY will issue two written reports together with all its annexes in accordance with Article 37(4) of the DSA and Article 6 of the Delegated Regulations ("Reports").

This Contract as well as any other agreements or engagement letters between EY and the Client related to the performance of the DSA Audit, including where changes are made to this Contract during the performance of the DSA Audit, shall be annexed to or indicated within the written Report(s) per Article 7(2) and Article 7(3) of the Delegated Regulations.

Limitations on Scope

EY will not identify, address or correct any errors or defects in the Client's computer systems, other devices or components thereof ("Systems"), whether or not due to imprecise or ambiguous entry, storage, interpretation or processing or reporting of data. EY will not be responsible for any defect or problem arising out of or related to data processing in any Systems.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, risk exists that some material omissions, misstatements or errors may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

The Client agrees that EY's written Report(s) are intended solely for the Client's information and use, and for the information of the European Commission and the applicable Digital Services Coordinator of establishment as mandated under DSA Article 42(4), (collectively, the "Specified Parties") and unless otherwise required by law are not intended to be, and should not be, used by anyone other than the Specified Parties unless EY has given its prior written consent. The Client acknowledges that the Report(s) will include language stating that the Report's use will be limited to the previously referenced Specified Parties. Pursuant to DSA Article 42(4), the Client will be exclusively responsible for submitting EY's written Report(s) to the European Commission

¹ Items are considered material, regardless of size, if they involve an omission or misstatement of the Subject Matter that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

and the applicable Digital Services Coordinator of establishment and making the written Report(s) publicly available.

Notwithstanding anything to the contrary in the General Terms and Conditions, EY's written Report(s) are intended solely for the Client's information and use of the Specified Parties, unless otherwise required by law. Accordingly, the Client may disclose EY's written Report(s) to the Specified Parties either:

- a) without EY's consent, provided that the Client discloses it in the original complete and unaltered form provided by EY, or
- b) with redactions by Client in accordance with Article 42(5) categories, provided that Client consults with EY to confirm that such redactions do not alter the meaning of the Report or otherwise render EY out of compliance with its professional obligations, or
- c) with redactions as agreed with EY, provided the Client agrees to provide EY with a copy of any proposed redactions to the Report(s) and the Client agrees that it shall make changes as EY may reasonably suggest in order for EY to comply with its professional obligations.

Subsequent to the issuance of EY's Report(s), the Client may ask EY to consider further distribution of its Report(s). If EY agrees in writing, the Client may further distribute the written Report(s) provided that it follows the same process as noted for the Specified Parties. Additionally, the Client agrees that, without EY's prior written consent it will not, and will not permit others to, quote or refer to the Report(s), any portion, summary or abstract thereof, or to EY or any other EY Firm, in any document filed or distributed in connection with (i) a purchase or sale of securities to which the United States or state securities laws ("Securities Laws") are applicable, or (ii) periodic reporting obligations under Securities Laws. The Client will not contend that any provisions of Securities Laws could invalidate any provision of this Agreement.

Client Specific Obligations

The Client is responsible for its assertion(s), including selecting the applicable Specified Requirements that EY will evaluate, comprising the commitments and obligations required by the Act under Chapter III. The Client is responsible to have a reasonable basis for measuring or evaluating the Subject Matter in accordance with the Specified Requirements. EY may assist the Client to identify additional proposed Specified Requirements for consideration, but it is the Client's choice to add any provisions to the Specified Requirements. Furthermore, the Client is responsible for:

- a. Designing, implementing, and maintaining internal control to provide reasonable assurance that the Client complies with those Specified Requirements and
- b. Evaluating and monitoring the Client's compliance with the Specified Requirements.

The Client understands that it must provide EY a written assertion that the Subject Matter is in accordance with the Specified Requirements and a letter of representations at the conclusion of the engagement. If a written assertion and written representations from the Client are not provided, the professional standards require EY to withdraw from the engagement and not issue a Report. Furthermore, the Client agrees to provide EY with the necessary evidence for EY to sufficiently comply with its responsibilities in accordance with the Delegated Regulations and professional standards.

The Client will provide EY with the information specified by the Digital Services Act and the Delegated Regulations (Article 5 (1)) prior to EY beginning any auditing procedures. The Client is solely responsible for the sufficiency of the documentation of its controls for its purposes.

Per Delegated Regulation Recital 12, the Client shall provide EY with access to “all information necessary for the performance of the audit,” including agreements, documents, and electronic files pertinent to the scope of this engagement. Specifically, the Client shall provide EY with the following without undue delay in a manner that does not in any way hamper the performance of the DSA Audit:

- a) access to information relevant to the measurement, evaluation, or disclosure of the Subject Matter; including, per Delegated Regulation Recital 13, “personal data collected from various sources, such as documents, algorithmic systems, databases or interviews, as appropriate”;
- b) access to procedures and processes, IT systems, such as algorithmic and information systems, including testing environments, personnel and premises of that provider, and any relevant sub-contractors;
- c) access to any additional information that EY may request, as applicable;
- d) unrestricted access to persons from whom EY determines it necessary to obtain evidence;
- e) reports prepared by compliance functions (e.g., internal audit) relevant to the Subject Matter; and
- f) information that facilitates the understanding of the audited service, the Client’s governance, the competence of respective teams and decision-making structures, including Client’s compliance function, as well as presentations of Client’s information technology systems, data and records structures, and the interplay between different algorithmic systems of relevance to the audit.

Given that the DSA does not change or waive existing rights and legal responsibilities relating to “[t]he protection of individuals with regard to the processing of personal data” (DSA Recital 10), consistent with Paragraphs 16-18 of the General Terms and Conditions, EY and any agents or employees thereof who access or review any personal data on any Client services or platforms for the purposes of the DSA Audit agree that they will not direct the disclosure of any such data for any purpose.

Furthermore, the Client agrees to make necessary resources available and provide EY with the assistance and explanations necessary for EY to analyze the relevant information.

The Client will assess and conclude, prior to engaging EY, that EY has fulfilled the conditions as stated in Article 37(3) of Regulation (EU) 2022/2065. EY has assessed and concluded that it has fulfilled the conditions regarding independence as stated in Article 37(3) of Regulation (EU) 2022/2065. The Client will make appropriate inquiries to determine whether the Client has a business relationship with EY or any other member firm of the global Ernst & Young organization (any of which, an “EY Firm”). Such relationships exclude those where an EY Firm performs professional services or where an EY Firm is a consumer in the ordinary course of business. The Client will discuss with EY any matters that, in its judgment, might bear upon EY’s independence.

The Client represents that it will complete its evaluation of its compliance with the applicable Specified Requirements prior to EY beginning performance of the DSA Audit.

The Client is responsible for identifying and complying with all legal and other requirements applicable to the conduct of its business and other activities.

As noted above, pursuant to DSA Art. 42 (4), EY’s Report(s) is expected to be included in the Client’s submission to the European Commission (the balance of such submission, the “Other Information”). As such, the Client agrees to provide a draft of the Other Information to EY, allowing EY an opportunity to suggest modifications that may be warranted to the Other Information prior to submission. EY’s procedures will be limited to reading the Other Information for any material inconsistencies between the Other Information and EY’s Report(s) or any material misstatements of fact in the Other Information.

The Client shall apprise EY of all allegations involving improprieties that management or the Meta Platforms, Inc. Audit & Risk Oversight Committee receives (regardless of the source or form and including, without limitation, allegations by “whistle-blowers”) that are relevant to the Subject Matter covered by the Services and shall provide EY with prompt and full access to these allegations and any internal investigations of them. Allegations of improprieties include allegations of manipulation of financial results by management or employees, misappropriation of assets by management or employees, intentional circumvention of internal controls, inappropriate influence on related party transactions by related parties, intentionally misleading EY, or other allegations of illegal acts or fraud.

EY makes no representation as to the applicability of attorney/client privilege, but EY acknowledges that the Client does not intend for anything in this Agreement to be construed as a waiver, destruction, or invalidation of the Client’s attorney/client privilege or any other legal right.

If the Client limits the information otherwise available to EY hereunder (based on claims of attorney/client privilege, work product doctrine, or otherwise), the Client will immediately inform EY that certain information is being withheld. Any such withholding of information could be considered a restriction on the scope of the Services and may prevent EY from issuing its Report(s), alter the form of the Report(s) it may issue, or otherwise affect EY’s ability to perform the Services. EY will disclose any such withholding of information to

the Meta Platforms, Inc. Audit & Risk Oversight Committee and the Board of Directors of Meta Platforms Ireland Limited.

EY has obtained pre-concurrence from the Meta Platforms, Inc. Audit & Risk Oversight Committee related to the Services EY is to provide under this Contract.

To the extent internal audit staff, or others performing internal control related procedures, provide direct assistance to EY in the course of the engagement, the Client agrees that they will be allowed to follow EY's instructions and Client personnel will not intervene in the work of those individuals performing work for EY.

The Client agrees that the Services may include automated and manual intrusive testing procedures of the Client's or a third party's information systems ("Testing Services"), and the Client consents to EY's performance of such Testing Services. The Client represents that, to the extent applicable, it has obtained consent from any third-party service providers as may be required in connection with the Testing Services.

The Client understands that such Testing Services may result in disruptions of and/or damage to the Client's or a third party's information systems and/or the information and data contained therein. The Client is solely responsible for any damage caused by Testing Services and shall bring no claim against EY in connection with, or arising out of, any Testing Services, including with respect to any third-party claim against the Client related thereto, except to the extent arising out of EY's willful misconduct. The Client and EY will seek to limit testing to non-production environments; to the extent any testing is required in a production environment, the parties will work to agree on protocols to minimize the risk of any such testing.

As part of the Services, as noted in Paragraph 18 of the General Terms & Conditions, EY agrees that it shall take all reasonably necessary steps and security precautions in accordance with commercially reasonable industry standards to minimize the risk of unauthorized access to, or sabotage of, the Client Information and Personal Data that is provided to EY to perform the Services.

Specific Additional Terms and Conditions

For the avoidance of doubt, in performing the Services as described herein, EY and the Client agree that:

- The Report(s) to be issued by EY will contain relevant supporting documentation attesting that EY fulfils the necessary conditions as described in Article 37 (3) of Regulation (EU) 2022/2065 of the Digital Services Act.
- The audit conclusions with respect to each audited obligation and commitment will be reported upon in accordance with Recital 16 and Article 8 of the Delegated Regulations, including being in the form of either 'positive', 'positive with comments' or 'negative' conclusions. For the purposes of reporting audit conclusions, EY will apply the guidance in the Delegated Regulations, including:

- 'Positive with comments' is used when the nature of the comments does not substantially affect the assessment of compliance itself.
- Where an audit conclusion is 'negative' but applies only for a limited period of time and EY deems that the Client complied with the obligation or commitment for the rest of the audited period, this will be reflected in the audit Report(s) for each obligation or commitment concerned.
- Where the audit opinion is not 'positive', provide operational recommendations on specific measures to achieve compliance and the recommended timeframe to achieve compliance.
- The Client is responsible to take due account of the operational recommendations addressed to it in a Report(s) that is not positive with a view to take the necessary measures to implement them. The Client shall, within one month from receiving those recommendations, adopt an audit implementation report referred to in Article 37(6) of Regulation (EU) 2022/2065 of the Act setting out those measures. Where the Client does not implement the operational recommendations, the Client shall justify in the audit implementation report the reasons for not doing so and set out any alternative measures that they have taken to address any instances of non-compliance identified.
- EY and the Client agree to use the definitions included within Article 2 of the Delegated Regulations.
- In order to have appropriate Specified Requirements, the Client will define terms, where appropriate or necessary in the Specified Requirements. EY may assist the Client in developing the wording of definitions included in EY's Report (if deemed necessary).
- Although EY may review the process for making legal determinations by the Client in connection with the DSA Audit, EY will not provide legal advice, or provide opinions of legal interpretation, and any Report(s) issued by EY may not be represented as such.
- EY makes no representations as to whether the form or content of the Report(s) to be delivered in connection with these Services satisfy the requirements of the Digital Services Act, and any interpretations or application by the European Union, European Commission or other relevant regulatory agency responsible for the monitoring or enforcement of the Digital Services Act.
- In the course of performing the Services described in this Contract, EY and the Client may agree that certain obligations and commitments identified by the Client in relation to the Client's compliance with the Digital Services Act fall outside of the experience of EY. Where EY determines that it is not possible to address such obligations or commitments, the parties agree that these obligations or commitments will be excluded from the DSA Audit and from any Report(s) issued by EY.
- To the extent that EY and the Client mutually agree that it is necessary to utilize a subcontractor in the performance of these Services, EY will confirm that such subcontractor individually fulfils the requirements laid down in Article 37(3), points (a) and (c), of Regulation (EU) 2022/2065 of the Act. and that all such subcontractors, jointly, fulfil the requirements laid down in Article 37(3), (b) of Regulation (EU) 2022/2065 of the Act. EY will remain liable for all subcontracted obligations and all

acts or omissions of its subcontractors. EY may not subcontract any portion of its performance of the DSA Audit services without the Client's prior written consent.

- To the extent that the Delegated Regulations are amended, or added to by the European Commission, EY and the Client agree to review and revise this Contract as may be deemed necessary.
- The Client acknowledges that EY may be requested to make certain audit documentation available to various regulatory authorities and that nothing in this agreement shall preclude EY from complying with such a request. Except where precluded by applicable law or regulation, EY agrees to promptly notify the Client of any such request, and if reasonably practicable, prior to any such disclosure.

Timetable

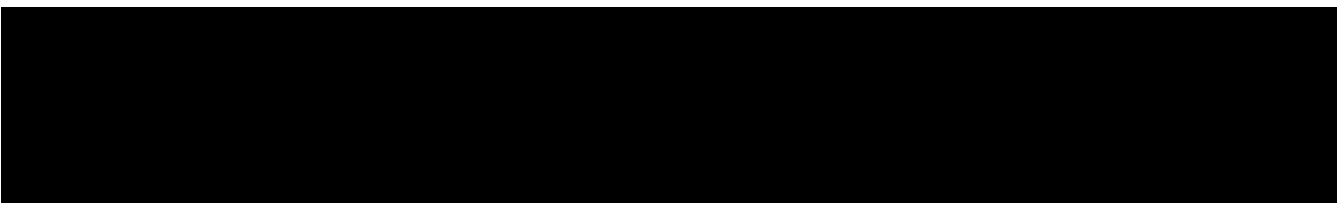
Unless otherwise agreed, and subject to the General Terms and Conditions of the Contract, EY expects to perform the Services starting with the effective date of this agreement through August 2024 and expect to issue the written Report(s) by August 2024.

Contacts/Information request process

The Client has identified the Integrity, Security, Support & Operations - Governance, Risk & Compliance (ISSO-GRC) Examinations & Audit Engagement team as its contact with whom EY should communicate about these Services. EY will provide information, data and interview requests, including data access referred to in Article 5(2), to the designated point of contact, or others from whom EY has received requested information (e.g., follow-up requests). EY and the Client will engage in good faith consultation on scheduling EY's access without undue delay.

Fees

The General Terms and Conditions of the Contract address EY's fees and expenses generally.





In witness whereof, the parties have executed this Contract as of the date set forth above.

Ernst & Young LLP

By:

 - Partner
(Feb 8, 2024 13:00 PST)

Ernst & Young LLP

Meta Platforms Ireland Limited

By:


(Feb 8, 2024 23:05 GMT)

ISSO-GRC EU Security Lead

Feb 8, 2024

APPENDIX I – GENERAL TERMS AND CONDITIONS

Definitions

1. The following terms are defined as specified below:

- (a) “AICPA” means the American Institute of Certified Public Accountants.
- (b) “Client Affiliate” means an entity that controls, is controlled by, or is under common control with, the Client.
- (c) “Client Entity” means the Client or a Client Affiliate.
- (d) “Client Information” means information obtained by EY from the Client or from a third party on the Client’s behalf.
- (e) “Deliverables” means any advice, communications, information, technology or other content that EY provides under this Contract.
- (f) “EY Firm” means a member of the EY network and any entity operating under a common branding arrangement with a member of the EY network.
- (g) “EY Persons” means EY’s or any other EY Firm’s subcontractors, members, shareholders, directors, officers, partners, principals or employees.
- (h) “Internal Support Services” means internal support services utilized by EY, including but not limited to: (a) administrative support, (b) accounting and finance support, (c) network coordination, (d) IT functions including business applications, system management, and data security, storage and recovery, and (e) conflict checking, risk management and quality reviews.
- (i) “Party” means either EY or the Client.
- (j) “Personal Data” means Client Information relating to identified or identifiable natural persons or that is otherwise considered to be “personal data,” “personal information” or similar term under applicable data protection laws.
- (k) “Report(s)” means a Deliverable (or any portion of a Deliverable) issued on EY letterhead or under the EY brand or otherwise identifiable as being prepared by or in association with EY, any other EY Firm or EY Person.
- (l) Intentionally Omitted.
- (m) “Support Providers” means external service providers of EY and other EY Firms and their respective subcontractors.

(n) Intentionally Omitted.

Provision of the Services

2. EY will provide the Services using reasonable skill and care in accordance with applicable professional standards.
3. EY may subcontract a portion of the Services to one or more EY Firms, as well as to other third parties, who may deal with the Client directly. EY will remain solely responsible to the Client for the performance of the Services. From time to time, non-CPA personnel may perform the Services.
4. EY will act as an independent contractor and not as the Client's employee, agent or partner. The Client will remain solely responsible for management decisions relating to the Services and for determining whether the Services are appropriate for its purposes. The Client shall assign qualified personnel to oversee the Services, as well as the use and implementation of the Services and Deliverables.
5. The Client agrees to promptly provide to EY (or cause others to so provide) Client Information, resources and assistance (including access to records, systems, premises and people) that EY requires to perform the Services.
6. The Client will ensure that the Client Information will be accurate and complete in all material respects. The provision of Client Information (including Personal Data), resources and assistance to EY will be in accordance with applicable law and will not infringe any copyright or other third-party rights.

Deliverables

7. All Deliverables are intended for the Client's use in accordance with this Contract.
8. The Client may not rely on any draft Deliverable. EY shall not be required to update any final Deliverable as a result of circumstances of which EY becomes aware, or events occurring, after its delivery.
9. [Reserved]

Limitations

10. As part of the parties' arrangements, the parties have mutually agreed the following limitations of liability (which also apply to others for whom Services are provided under this Contract):
 - a) Neither party will be responsible, in contract or tort, under statute or otherwise, for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or

- special damages in connection with claims arising out of this Contract or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.
- b) The Client (and any others for whom Services are provided) may not recover from EY, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss under this Contract during the twelve (12) months preceding the date of the event giving rise to the loss. This cap is an aggregate cap across all claims under this Contract prior to such date.
 - c) The Client shall make any claim relating to the Services or otherwise under this Contract no later than one (1) year after the Client became aware (or ought reasonably to have become aware) of the facts giving rise to any alleged such claim and in any event, no later than two (2) years after the completion of the particular Services.
11. The limitations set out in Section 10 will not apply to losses or damages caused by EY's fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.
12. The Client (and any others for whom Services are provided under this Contract) may not make a claim or bring proceedings relating to the Services or otherwise under this Contract against any other EY Firm or EY Person. The Client shall make any claim or bring proceedings only against EY.

No Responsibility to Third Parties

13. Unless specifically or otherwise agreed with the Client in writing, EY's responsibility for performance of the Services is to the Client and the Client alone. Should any Deliverable be disclosed, or otherwise made available, by or through the Client (or at the Client's request) to a third party (including but not limited to permitted disclosures to third parties as set forth in the Contract), the Client agrees to indemnify EY, as well as the other EY Firms and the EY Persons, against all claims by third parties, and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of such disclosure.

Intellectual Property Rights

14. Each party retains its rights in its pre-existing intellectual property. Except as otherwise set out in this Contract, any intellectual property developed by EY, and any working papers compiled in connection with the Services (but not the Client Information contained in them), shall be the property of EY.
15. The Client's right to use Deliverables under this Contract arises following payment for the Services.

Confidentiality, Data Protection & Security

16. Except as otherwise permitted by this Contract, neither party may disclose to third parties any information provided by or on behalf of the other that ought reasonably to be treated as confidential

(including, in the case of EY, Client Information). Either party may, however, disclose such information to the extent that it:

- (a) is or becomes public other than through a breach of this Contract;
 - (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
 - (c) was known to the recipient at the time of disclosure or is thereafter created independently;
 - (d) is disclosed as necessary to enforce the recipient's rights under this Contract; or
 - (e) must be disclosed under applicable law, legal process or professional regulations.
17. EY uses other EY Firms, EY Persons and Support Providers who may have access to Client Information in connection with delivery of Services as well as to provide Internal Support Services. EY shall be responsible for any use or disclosure of Client Information by other EY Firms, EY Persons or Support Providers to the same extent as if EY had engaged in the conduct itself.
18. The Client agrees that Client Information, including Personal Data, may be processed by EY, other EY Firms, EY Persons and their Support Providers in various jurisdictions in which they operate (EY office locations are listed at www.ey.com). Client Information, including any Personal Data, will be processed in accordance with laws and professional regulations applicable to EY, and appropriate technical and organizational security measures designed to protect such information will be implemented. EY will also require any Support Provider that processes Personal Data on its behalf to provide at least the same level of protection for such Personal Data as is required by such legal and regulatory requirements. If Personal Data relating to a data subject in the UK, European Union or Switzerland (collectively, "European Personal Data") is required for EY to perform the Services, the parties agree to negotiate in good faith a data transfer addendum intended to validate the transfer of such European Personal Data by the Client to EY prior to such transfer. Transfer of Personal Data among members of the EY network is subject to the EY Binding Corporate Rules Program available at www.ey.com/bcr. Further information about EY's processing of Personal Data is available at www.ey.com/privacy.
19. To the extent permitted by applicable law, regulation or governmental directive, EY will notify the Client without undue delay in the event of loss, unauthorized disclosure or unauthorized or unlawful processing of Personal Data and provide the Client with relevant information about the nature and extent of the event.
20. In certain circumstances, individuals may have the right under applicable data protection law to access, correct, erase, port, restrict or object to the processing of their personal data. Such requests may be sent to privacy.office@ey.com. To the extent permitted by law, regulation or governmental directive, EY will notify the Client without undue delay upon receipt of any verifiable request from a data subject or supervisory authority relating to a Personal Data right. If EY is required to provide Personal Data in response to such verifiable request, or to a request from the Client, providing that data will be part of the

Services and, to the extent permitted by applicable law, the Client will be responsible for EY's reasonable charges incurred in doing so.

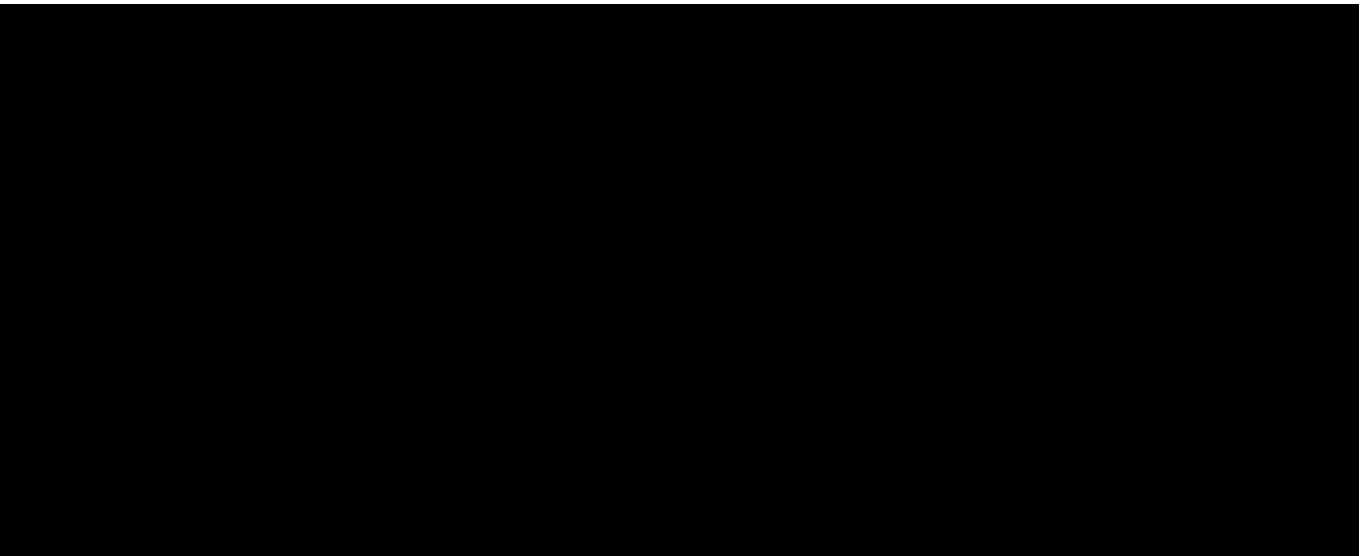
21. As a professional services firm, EY is required to exercise its own judgment in determining the purposes and means of processing any Personal Data when providing the Services. Accordingly, unless otherwise specified in the Services Agreement, when processing Personal Data subject to the General Data Protection Regulation or other applicable data protection law (including, without limitation, state data protection (e.g., the California Consumer Privacy Act)), EY acts as an independent controller (or similar status that determines the purposes and means of processing), and not as a processor under the Client's control (or similar status acting on behalf of the Client) or as a joint controller with the Client. For Services where EY acts as a processor processing Personal Data on the Client's behalf, the parties will agree to appropriate data processing terms in the Services Agreement.
22. If the Client requires EY to access or use the Client or third-party systems or devices, EY shall have no responsibility for the confidentiality, security or data protection controls of such systems or devices, or for their performance or compliance with the Client requirements or applicable law.
23. EY may provide the Client access to use certain data, software, designs, utilities, tools, models, systems and other methodologies and know-how that EY owns or licenses for the purpose of the Client's receipt of the Services or as otherwise expressly agreed in writing by EY ("EY Tools"). The Client shall be responsible for compliance by all the Client personnel and third parties acting on the Client's behalf with the terms applicable to the use of such EY Tools. As between EY and the Client, EY (or another EY Firm) owns all right, title, interest, and all intellectual property rights in and to the EY Tools, including any enhancements, modifications, and derivative work thereof.

Compliance

24. In connection with their respective rights and obligations under this Contract, EY and the Client each will comply with all laws, rules, and regulations of any jurisdiction applicable to it from time to time concerning or relating to: (i) bribery or corruption, including, without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA"); (ii) anti-money laundering, including, without limitation the Bank Secrecy Act of 1970 and the USA PATRIOT Act of 2001, and (iii) economic or financial sanctions, export controls, trade embargoes or other similar prohibitions or restrictions on activity imposed by a government authority having jurisdiction over such party, including without limitation the U.S. Office of Foreign Assets Control ("OFAC") sanctions and the U.S. Export Administration Regulations ("EAR") (collectively, "Sanctions Laws"). The Client represents that it is not, nor is it 50% or more owned or otherwise controlled by a person or persons, subject to Trade Restrictions. The term "subject to Trade Restrictions," as applied to a person, means that such person falls into one or more of the following categories: (i) an individual located or ordinarily resident in, or an entity legally organized in a country listed on, any embargoed country list maintained by an applicable jurisdiction; (ii) an individual or entity listed on or covered by, or an entity 50% or more owned or otherwise controlled by a person or persons listed on or covered by, any sanctions asset blocking list, export denial list or other prohibited transactions list, directive, rule or regulation

maintained or issued by an applicable jurisdiction; or (iii) an individual or entity engaged in activities prohibited by the export controls or sanctions laws and regulations of an applicable jurisdiction. If the Client, or any agent, owner, investor, manager, partner, director, or officer of the Client or any beneficiary of the Services (including, without limitation, any affiliate of the Client), is or becomes subject to Trade Restrictions or if any of the Client's representations in this Section otherwise cease to be true at any time, then the Client shall notify EY immediately in writing. If the Client is an investment fund or fund manager, the Client represents that no limited partner or other partner, manager or investor within the fund is subject to Trade Restrictions (unless disclosed to EY in writing) and that the Services are not being used for the specific benefit of any party subject to Trade Restrictions. The Client further represents that the Client is not aware of any facts or circumstances that would cause EY, which is a U.S. person, to be in violation of any Sanctions Laws (including, without limitation, OFAC sanctions) in its performance of the Services. The Client shall not use the Services to circumvent, or facilitate any violation of, export controls or Sanctions Laws, or to facilitate any transaction with any person subject to Trade Restrictions. Notwithstanding anything to the contrary in this Contract, in the event that (1) any of the Client's representations in this Section cease to be true at any time for any reason (including, without limitation, any change in applicable law), (2) the Client otherwise breaches any of the provisions of this Section, or (3) EY determines any Services can no longer be performed as contemplated by this Contract due to the effects of Sanctions Laws or other applicable legal or regulatory restrictions on trade, then in each such case EY may immediately terminate this Contract, or any particular Services, in whole or in part. EY shall use commercially reasonable efforts to notify the Client of any Services that will no longer be provided as a result of any termination pursuant to this Section; provided that any failure to give any such notice shall not limit or otherwise affect the effectiveness of any such termination.

Fees and Expenses Generally



Force Majeure

[Redacted content]

Term and Termination

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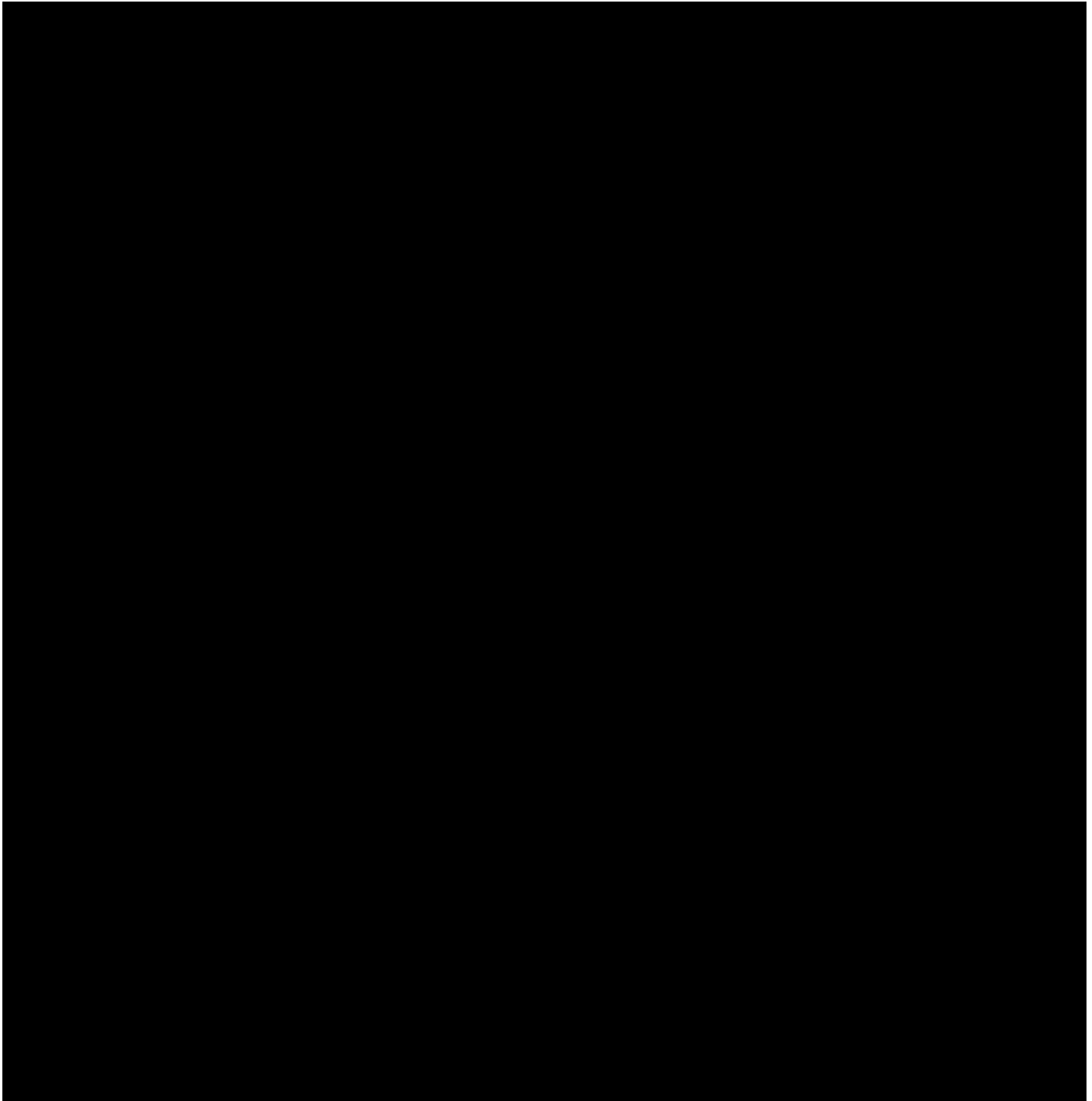
Governing Law and Dispute Resolution

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United States Specific Terms

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Miscellaneous

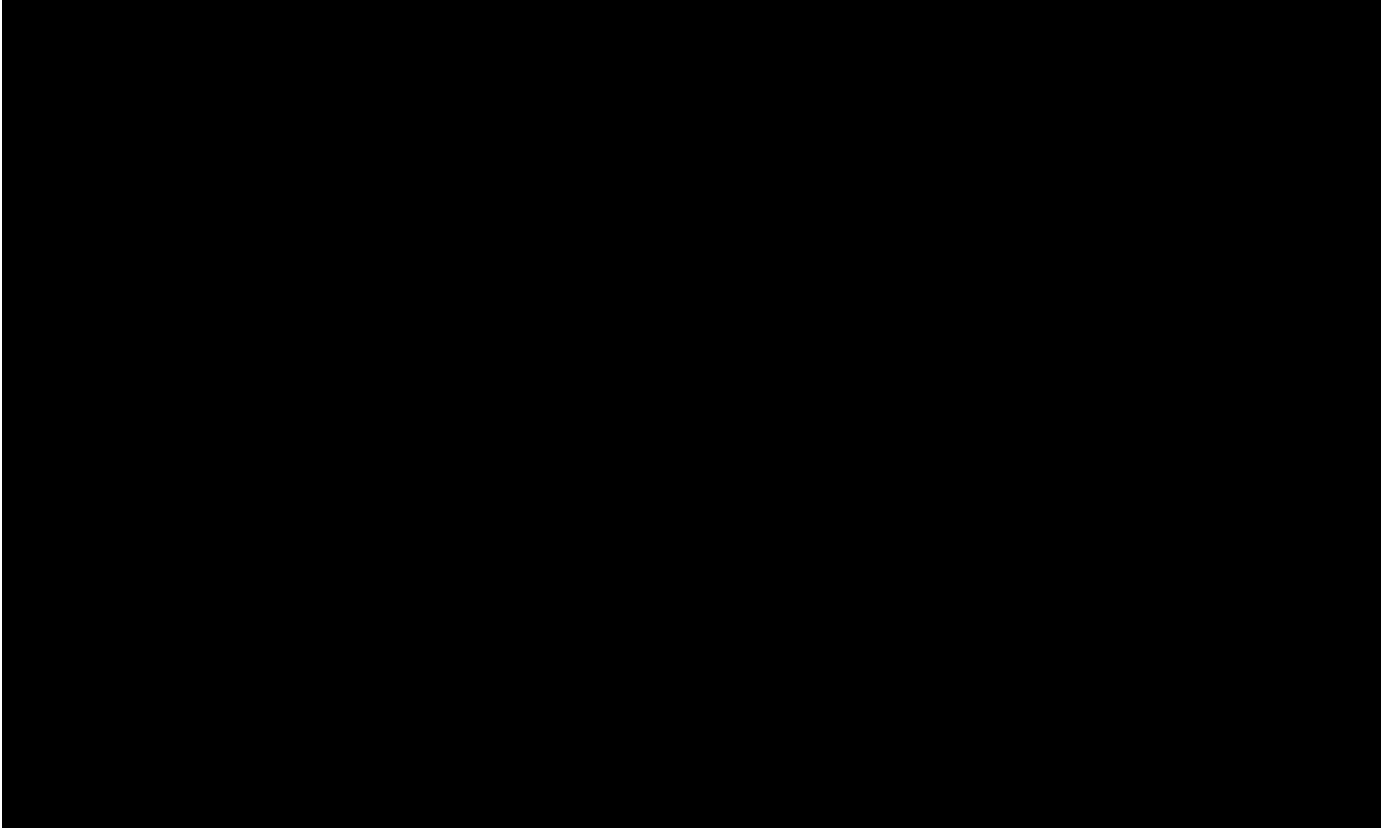




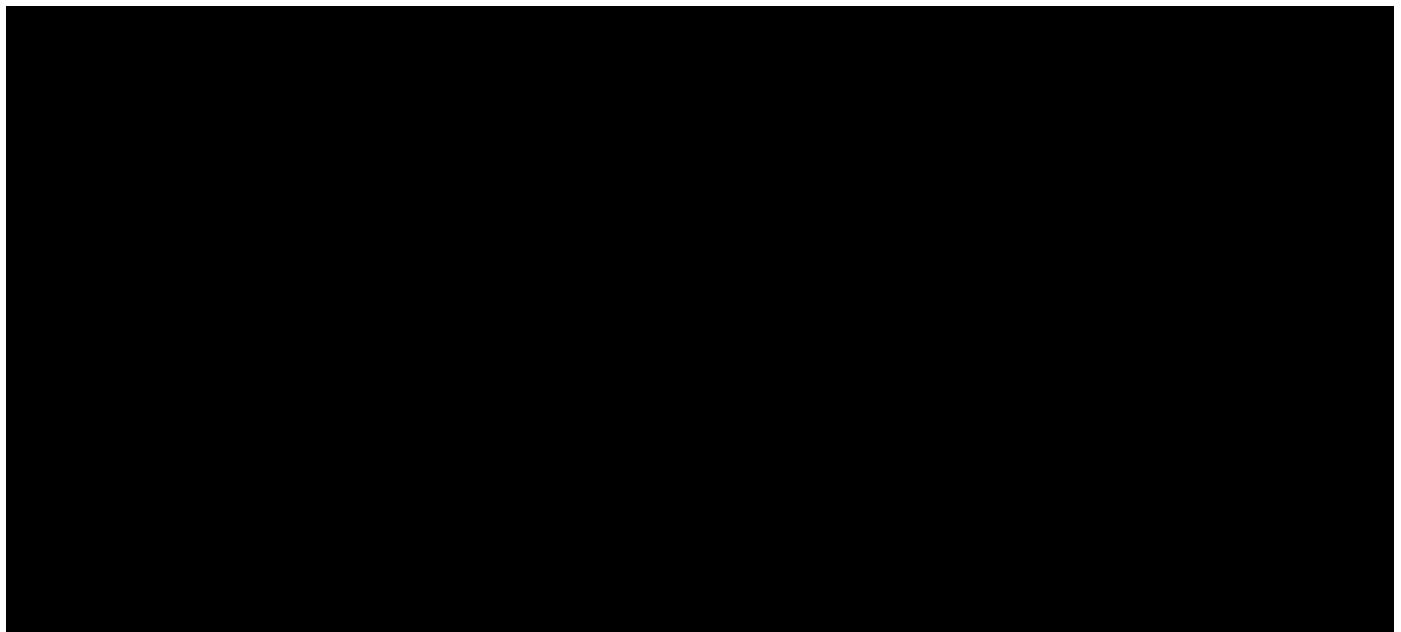
APPENDIX 1A

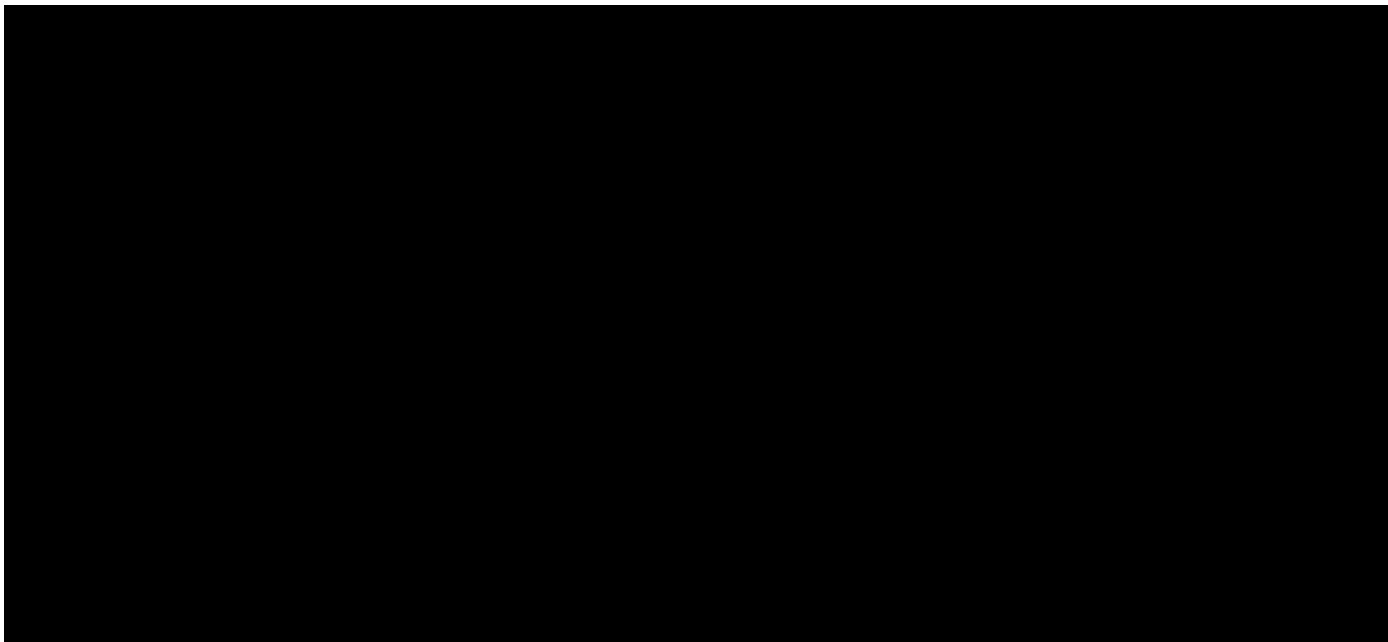
Dispute Resolution Procedures

Mediation



Arbitration





Appendix 4 – Summary of audit risk analysis, and assessment of inherent, control and detection risk for each obligation and commitment pursuant to Article 9 of the Delegated Regulation (Documents relating to the audit risk analysis pursuant to Article 9 of the Delegated Regulation)

Purpose: This document summarizes the risk assessment performed for the assessment of compliance with each audited obligation or commitment, including the assessment of inherent risks, control risks and detection risks for each audited obligation (i.e., each sub article).

DSA risk assessment requirements:

1. The audit report shall include a substantiated audit risk analysis performed by the auditing organisation for the assessment of the audited provider's compliance with each audited obligation or commitment.
2. The audit risk analysis shall be carried out prior to the performance of audit procedures and shall be updated during the performance of the audit, in the light of any new audit evidence which, according to the professional judgement of the auditing organisation, materially modifies the assessment of the audit risk.
3. The audit risk analysis shall consider:
 - a) Inherent risks
 - b) Control risks
 - c) Detection risks

Detection Risk

The risk that **the audit provider does not detect a misstatement** that is relevant for the assessment of the audited provider's compliance with an audited obligation or commitment.

Inherent Risk

The risk of **non-compliance intrinsically related to the nature, the design, the activity, and the use of the audited service**, as well as the context in which it is operated, and the risk of non-compliance related to the nature of the audited obligation or commitment.



Control Risk

The risk that a **misstatement is not prevented, detected and corrected in a timely manner by means of the audited provider's internal controls**.

Source: definition from Article 2 in Delegated Regulation

4. The audit risk analysis shall be conducted considering:

- a) The nature of the audited service and the societal and economic context in which the audited service is operated, including probability and severity of exposure to crisis situations and unexpected events
- b) The nature of the obligations and commitments
- c) Other appropriate information, including:
 - ▶ Where applicable, information from previous audits to which the audited service was subjected.
 - ▶ Where applicable, information from reports issued by the European Board for Digital Services or guidance from the Commission, including guidelines issued pursuant to Article 35(2) and (3) of Regulation (EU) 2022/2065, and any other relevant guidance issued by the Commission with respect to the application of Regulation (EU) 2022/2065.
 - ▶ Where applicable, information from audit reports published pursuant to Article 42(4) of Regulation (EU) 2022/2065 by other providers of very large online platforms or of very large online search engines operating in similar conditions or providing similar services to the audited service.

Overview

Risk assessment procedures were performed to help identify risks of material misstatement and plan out the nature, timing, and extent of our audit procedures.

Risk assessment steps performed:

1. We obtained an understanding of the systems and processes (and related controls) put in place to comply with the Specified Requirements and other engagement circumstances.

Understanding the subject matter is key to planning and executing an effective engagement. We obtain our understanding during planning and update it throughout the performance of the engagement to the extent that changes affect our overall engagement strategy or the nature, timing, and extent of our procedures.

We obtained an understanding sufficient to:

- ▶ Enable us to identify and assess the risks of material misstatement.
- ▶ Provide a basis for designing and performing procedures to respond to the assessed risks and to obtain reasonable assurance to support our opinion.

Information obtained to inform the audit risk analysis:

Described in Article 9	Information obtained, included, but not limited to:
The nature of the audited service and the societal and economic context in which the audited service is operated, including probability and severity of exposure to crisis situations and unexpected events.	<ul style="list-style-type: none">▶ Information from audited provider (website, voice-over, annual report, trust, and safety reports)▶ The transparency reports▶ Systemic risk assessment
The nature of the obligations and commitments in Chapter 3 of the DSA	<ul style="list-style-type: none">▶ Any documentation by the audited provider concerning the scope▶ The audited providers' risk assessment per article, including flowcharts▶ The audit risk and control framework
Other appropriate information, including, where applicable, information from previous audits to which the audited service was subjected	<ul style="list-style-type: none">▶ Requests for Information (RFIs) and the responses to the RFIs▶ Internal audit reports concerning the DSA or covering topics in the DSA (e.g., content moderation)▶ European Commission's Supervision actions taken of the other designated very large online platforms and search engines under DSA

Described in Article 9	Information obtained, included, but not limited to:
Other appropriate information, including, where applicable, information from reports issued by the European Board for Digital Services or guidance from the Commission, including guidelines issued pursuant to Article 35(2) and (3) of Regulation (EU) 2022/2065, and any other relevant guidance issued by the Commission with respect to the application of Regulation (EU) 2022/2065	None identified
Other appropriate information, including, where applicable, information from audit reports published pursuant to Article 42(4) of Regulation (EU) 2022/2065 by other providers of very large online platforms or of very large online search engines operating in similar conditions or providing similar services to the audited service	Certain published reports from other providers operating in similar conditions or providing similar services (e.g., published transparency reports, DSA audit reports)

2. We determined whether the risk factors we identify are inherent risks that may give rise to risks of material misstatement associated with the subject matter. We obtained an understanding by performing procedures, including reviews of relevant information, inquiries, data analytics, observations, and inspections.

We obtained an understanding of how management prepares certain information, such as their risk assessment to comply with Article 34. We also obtain an understanding of management's process for determining the risks that would prevent the Specified Requirements from being achieved, and for designing and implementing processes and controls to address those risks. The audited provider has a formal risk assessment process to comply with Article 34, and other requirements.

We obtained an understanding of the components of the system of internal control at the entity level is an important step in performing our risk assessment procedures, as it helped us identify events and conditions that may have a pervasive effect on the susceptibility of the subject matters of our report to misstatement, either due to fraud or error. We obtained an understanding how the Company's system of internal control operates at the entity level, including:

- ▶ Control environment
- ▶ Monitoring activities
- ▶ Managements risk assessment process

3. For each obligation, we assessed inherent, control and detection risks

See below for the determination of inherent, control and detection risks.

4. Revision of risk assessment

In some instances, our assessment of the risks of material misstatement changed during the engagement as additional evidence is obtained. In circumstances in which we obtain evidence from performing further procedures, or when new information is obtained, either of which is inconsistent with the evidence on which we originally based the assessment, we revised the assessment and modify the planned procedures accordingly.

Determination of inherent, control and detection risks for each applicable obligation and commitment (i.e., sub article)

Listing of obligations	Inherent risk	Control risk	Control strategy	Detection risk
11.1	Low	High	Substantive	High
11.2	Low	High	Combination of substantive and controls testing	High
11.3	Low	High	Substantive	High
12.1	Low	High	Substantive	High
12.2	Low	High	Combination of substantive and controls testing	High
14.1 – Initial	Low	High	Substantive	High
14.1 – Final	High	High	Substantive	Low
14.2	Low	High	Combination of substantive and controls testing	High
14.4	Low	High	Combination of substantive and controls testing	High
14.5	Low	High	Substantive	High
14.6	Low	High	Substantive	High
15.1	Low	High	Substantive	High
16.1 – Initial	Low	High	Substantive	High
16.1 – Final	High	High	Substantive	Low
16.2	Low	High	Substantive	High
16.4	Low	High	Substantive	High
16.5 – Initial	Low	High	Substantive	High
16.5 – Final	High	High	Substantive	Low
16.6 – Initial	Low	High	Substantive	High
16.6 – Final	High	High	Substantive	Low
17.1 – Initial	Low	High	Substantive	High
17.1 – Final	High	High	Substantive	Low
17.3	Low	High	Substantive	High
18.1 – Initial	Low	High	Combination of substantive and controls testing	High
18.1 – Final	High	High	Combination of substantive and controls testing	Low
18.2	High	High	Combination of substantive and controls testing	Low
20.1 – Initial	Low	High	Substantive	High
20.1 – Final	High	High	Substantive	Low
20.3– Initial	Low	High	Substantive	High
20.3 – Final	High	High	Substantive	Low
20.4	Low	High	Substantive	High
20.5	Low	High	Substantive	High

Listing of obligations	Inherent risk	Control risk	Control strategy	Detection risk
20.6	Low	High	Substantive	High
22.1	Low	High	Combination of substantive and controls testing	High
22.6	Low	High	Combination of substantive and controls testing	High
23.1	Low	High	Combination of substantive and controls testing	High
23.2	Low	High	Combination of substantive and controls testing	High
23.3	Low	High	Substantive	High
23.4	Low	High	Substantive	High
24.1	Low	High	Substantive	High
24.2	Low	High	Combination of substantive and controls testing	High
24.3	Low	High	Substantive	High
24.5 – Initial	Low	High	Substantive	High
24.5 – Final	High	High	Substantive	Low
25.1 – Initial	Low	High	Combination of substantive and rely on controls	High
25.1 – Final	High	High	Combination of substantive and rely on controls	Low
26.1	High	High	Combination of substantive and controls testing	Low
26.2	High	High	Substantive	Low
26.3	High	High	Substantive	Low
27.1	Low	High	Combination of substantive and controls testing	High
27.2	Low	High	Substantive	High
27.3	Low	High	Substantive	High
28.1 – Initial	Low	High	Combination of substantive and controls testing	High
28.1 – Final	High	High	Combination of substantive and controls testing	Low
28.2	High	High	Substantive	Low
34.1 – Initial	Low	High	Combination of substantive and controls testing	High
34.1 – Final	High	High	Combination of substantive and controls testing	Low
34.2 – Initial	Low	High	Substantive	High
34.2 – Final	High	High	Substantive	Low
34.3	Low	High	Substantive	High
35.1 – Initial	Low	High	Combination of substantive and controls testing	High
35.1 – Final	High	High	Combination of substantive and controls testing	Low
36.1	Low	High	Substantive	High
37.2	High	Low	Substantive	Moderate
38.1	High	Low	Combination of substantive and controls testing	Moderate

Listing of obligations	Inherent risk	Control risk	Control strategy	Detection risk
39.1	Low	Low	Substantive	High
39.2	Low	Low	Substantive	High
39.3	Low	Low	Substantive	High
40.1	Low	High	Substantive	High
40.3	Low	High	Substantive	High
40.12 – Initial	Low	Low	Substantive	High
40.12 – Final	High	Low	Substantive	Moderate
41.1	Low	High	Substantive	High
41.2	Low	High	Combination of substantive and controls testing	High
41.3	Low	High	Combination of substantive and controls testing	High
41.4	Low	High	Substantive	High
41.5	Low	High	Combination of substantive and controls testing	High
41.6	Low	High	Substantive	High
41.7	Low	High	Substantive	High
42.1	Low	High	Substantive	High
42.2	Low	High	Substantive	High
42.3	Low	High	Substantive	High

Appendix 5 – Documents attesting that the auditing organisation complies with the obligations laid down in Article 37 (3), point (a), point (b), and point (c) of the DSA

DSA Annex	Illustrative response
Documents attesting that the auditing organisation complies with the obligations laid down in Article 37(3), point (a) of Regulation (EU) 2022/2065.	<p>We have complied with the American Institute of Certified Public Accountants (AICPA) Code of Conduct which includes independence and other requirements founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour, that are at least as demanding as the applicable provisions of the International Ethics Standards Board for Accountants International Code of Ethics for Professional Accountants (including International Independence Standards).</p> <p>Our engagement agreement notes our compliance with Article 37 (3) (a) (i). Since this is the first year of the DSA audit requirement, we are, by definition, in accordance with Article 37 (3) (a)(ii). Regarding Article 37 (3) (a)(iii), we are not performing the audit in return for fees which are contingent on the result of the audit.</p>
Documents attesting that the auditing organisation complies with the obligations laid down in Article 37(3), point (b) of Regulation (EU) 2022/2065.	<p>In compliance with Article 37(3)(b), we conclude that we have the requisite knowledge, skills, and professional diligence under the <i>International Standard for Assurance Engagements Other Than Audits or Reviews of Historical Financial Information</i> ("ISAE 3000 (Revised)") and the American Institute of Certified Public Accountants ("AICPA"), standards. We have applied these professional standards throughout the course of our engagement.</p>
Documents attesting that the auditing organisation complies with the obligations laid down in Article 37(3), point (c) of Regulation (EU) 2022/2065.	<p>We have complied with the AICPA Code of Conduct, which includes independence and other requirements founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour, that are at least as demanding as the applicable provisions of the International Ethics Standards Board for Accountants International Code of Ethics for Professional Accountants (including International Independence Standards).</p> <p>We applied the International Standard on Quality Management and accordingly maintained a comprehensive system of quality management including documented policies and procedures regarding compliance with ethical requirements, professional standards, and applicable legal and regulatory requirements.</p>

Appendix 6 – Definitions

For purposes of this assurance report the following terms have the meanings attributed below:

Term	Definition	Source
Assurance engagement	An engagement in which a practitioner aims to obtain sufficient appropriate evidence to express a conclusion designed to enhance the degree of confidence of the intended users other than MPIL about the subject matter information (that is, the outcome of the measurement or evaluation of an underlying subject matter against criteria).	B
Audit criteria	The criteria against which the auditing organisation assesses compliance with each audited obligation or commitment.	A
Audit evidence	Any information used by an auditing organisation to support the audit findings and conclusions and to issue an audit opinion, including data collected from documents, databases or IT systems, interviews or testing performed.	A
Audited obligation or commitment	An obligation or commitment referred to in Article 37(1) of Regulation (EU) 2022/2065 which forms the subject matter of the audit. Unless noted otherwise, within this audit report, each sub article is an audited obligation or commitment.	A
Auditing organisation	An individual organisation, a consortium or other combination of organisations, including any sub-contractors, that the audited provider has contracted to perform an independent audit in accordance with Article 37 of Regulation (EU) 2022/2065.	A
Audit procedure	Any technique applied by the auditing organisation in the performance of the audit, including data collection, the choice and application of methodologies, such as tests and substantive analytical procedures, and any other action taken to collect and analyze information to collect audit evidence and formulate audit conclusions, not including the issuing of an audit opinion or of the audit report.	A
Audited provider	The provider of an audited service which is subject to independent audits pursuant to Article 37(1) of that Regulation.	A
Audit risk	The risk that the auditing organisation issues an incorrect audit opinion or reaches an incorrect conclusion concerning the audited provider's compliance with an audited obligation or commitment, considering detection risks, inherent risks and control risks with respect to that audited obligation or commitment.	A
Audited service	A very large online platform or a very large online search engine designated in accordance with Article 33 of Regulation (EU) 2022/2065.	A
Control risk	The risk that a misstatement is not prevented, detected and corrected in a timely manner by means of the audited provider's internal controls.	A
Criteria	The benchmarks used to measure or evaluate the underlying subject matter.	B
Detection risk	The risk that the auditing organisation does not detect a misstatement that is relevant for the assessment of the audited provider's compliance with an audited obligation or commitment.	A
Engagement risk	The risk that the practitioner expresses an inappropriate conclusion when the subject matter information is materially misstated.	B
Evaluation period	The period in scope of the assurance engagement.	B
Evidence	Information used by the practitioner in arriving at the practitioner's conclusion. Evidence includes both information contained in relevant information systems, if any, and other	B

Term	Definition	Source
	information.	
Inherent risk	The risk of non-compliance intrinsically related to the nature, the design, the activity and the use of the audited service, as well as the context in which it is operated, and the risk of non-compliance related to the nature of the audited obligation or commitment;	A
Intended users	The individual(s) or organisation(s), or group(s) thereof that the practitioner expects will use the assurance report.	B
Internal control	Any measures, including processes and tests, that are designed, implemented and maintained by the audited provider, including its compliance officers and management body, to monitor and ensure the audited provider's compliance with the audited obligation or commitment.	A
Materiality threshold	The threshold beyond which deviations or misstatements by the audited provider, individually or aggregated, would reasonably affect the audit findings, conclusions and opinions.	A
Misstatement	A difference between the subject matter information and the appropriate measurement or evaluation of the underlying subject matter in accordance with the criteria. Misstatements can be intentional or unintentional, qualitative or quantitative, and include omissions.	B
Practitioner	The individual(s) conducting the engagement (usually the engagement partner or other members of the engagement team, or, as applicable, the firm).	B
Professional judgment	The application of relevant training, knowledge, and experience, within the context provided by assurance and ethical standards, in making informed decisions about the courses of action that are appropriate in the circumstances of the engagement.	B
Professional skepticism	An attitude that includes a questioning mind, being alert to conditions which may indicate possible misstatement, and a critical assessment of evidence.	B
Reasonable assurance engagement	An assurance engagement in which the practitioner reduces engagement risk to an acceptably low level in the circumstances of the engagement as the basis for the practitioner's conclusion. The practitioner's conclusion is expressed in a form that conveys the practitioner's opinion on the outcome of the measurement or evaluation of the underlying subject matter against criteria.	B
Subject matter	The phenomenon that is measured or evaluated by applying criteria.	B
Subject matter information	The outcome of the measurement or evaluation of the underlying subject matter against the criteria, i.e., the information that results from applying the criteria to the underlying subject matter.	B
Substantive analytical procedure	An audit methodology used by the auditing organisation to assess information to infer audit risks or compliance with the audited obligation or commitment.	A
Test	An audit methodology consisting in measurements, experiments or other checks, including checks of algorithmic systems, through which the auditing organisation assesses the audited provider's compliance with the audited obligation or commitment.	A
Vetted researcher	A researcher vetted in accordance with Article 40 (8) of Regulation (EU) 2022/2065.	A

Sources used:

A – Delegated Regulation, Article 2

B – ISAE 3000 (Revised), Assurance Engagements Other than Audits or Reviews of Historical Financial Information