<table>
<thead>
<tr>
<th>§3(a)(1) Covered platform (CP) preferences its own products or businesses over competitors’</th>
<th>§2(a)(1) contains same or substantially similar language</th>
</tr>
</thead>
<tbody>
<tr>
<td>§3(a)(2) CP limits availability of competing products or businesses</td>
<td>§2(a)(2) CP excludes or disadvantages competitors’ products or businesses</td>
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<tr>
<td>§3(a)(3) CP enforces terms of service to discriminate against competitors</td>
<td>§2(a)(3) CP discriminates among similarly situated businesses</td>
</tr>
<tr>
<td>§3(a)(4) CP impedes competitors’ access or interoperability</td>
<td>§2(b)(1) CP blocks access or interoperability with the operating system, hardware, software</td>
</tr>
<tr>
<td>§3(a)(5) CP conditions businesses’ access or prioritization on purchase or use of CP’s other products or services</td>
<td>§2(b)(2) contains same or substantially similar language</td>
</tr>
<tr>
<td>§3(a)(6) CP uses competitors’ nonpublic data to win against them</td>
<td>§2(b)(3) contains same or substantially similar language</td>
</tr>
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<td>§3(a)(7) CP denies businesses data retrieval, data portability</td>
<td>§2(b)(4) contains same or substantially similar language</td>
</tr>
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<td>§3(a)(8) CP prevents users from deleting preinstalled software or amending default settings UNLESS (A) for CP security or functionality; or (B) to prevent foreign adversaries’ data retrieval</td>
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</tr>
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<td>§3(a)(9) CP discriminates in search results to favor CP products or businesses that don’t rank under ‘neutral, fair, or nondiscriminatory’ criteria</td>
<td>§2(a)(7) CP favors own products or businesses on user interfaces or in searches, rankings</td>
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<td>§3(a)(10) CP retaliates against users who report violations</td>
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**UNLAWFUL CONDUCT (S. 2992)**

- §3(a)(1) Covered platform (CP) preferences its own products or businesses over competitors’
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- §3(a)(10) CP retaliates against users who report violations

**UNLAWFUL CONDUCT (H.R. 3816)**

- §2(a)(1) contains same or substantially similar language
- §2(a)(2) CP excludes or disadvantages competitors’ products or businesses
- §2(a)(8) CP interfering with competitors’ pricing
- §2(a)(3) CP discriminates among similarly situated businesses
- §2(b)(1) CP blocks access or interoperability with the operating system, hardware, software
- §2(b)(2) contains same or substantially similar language
- §2(b)(3) contains same or substantially similar language
- §2(b)(4) contains same or substantially similar language
- §2(b)(5) CP prevents users from deleting preinstalled software or amending default settings that steer toward CP’s products or businesses
- §2(a)(7) CP favors own products or businesses on user interfaces or in searches, rankings
- §2(b)(10) contains same or substantially similar language

**DEFENSES (S. 2992)**

- §3(b)(1)(A)-(C): CP establishes, by a preponderance, that the conduct was narrowly tailored, non-pretextual, AND reasonably necessary to: (A) prevent a violation of existing law; (B) protect user safety, privacy, nonpublic data, CP security; OR (C) maintain or substantially enhance the CP’s core functionality
- §3(b)(2)(A)-(B)(i)-(iii): CP establishes, by a preponderance, that the conduct: (A) hasn’t resulted in material harm to competition
  - OR
  - (B) was narrowly tailored, non-pretextual, AND reasonably necessary to: (i) prevent a violation of an existing law; (ii) protect user safety, privacy, nonpublic data, CP security; or (iii) maintain/enhance the CP core functionality
§3(a)(1) CP are prohibited from requiring developers to use CP in-app payment system as a condition to appear in the app store or access the operating system [H.R. 5017 §3(a)(1) contains same or substantially similar language]

§3(a)(2) CP are prohibited from requiring a developer’s pricing terms be equal to or more favorable on its app store than other app stores [§3(a)(2)]

§3(a)(3) CP are prohibited from imposing unfavorable terms on a developer for offering different pricing terms elsewhere or using a different in-app payment system in other app stores [§3(a)(3)]

§3(b) CP are prohibited from interfering with legitimate business communications between CP users and business users [§3(b)]

§3(c) CPs are prohibited from using nonpublic business information from a third-party app to compete with that app

§3(d) CP that controls a device or operating system or its configuration must allow users to: (1) make third-party apps and app stores default; (2) install third-party apps and stores through other means than the CP-affiliated app store, and (3) hide or delete pre-installed CP-affiliated apps.

§3(e) CPs are prohibited from preferring their own products businesses in organic or algorithmic searches by users, except for clearly disclosed advertising [§3(e)]

§3(f) CPs must provide developers access to CP’s operating system interfaces, development information, and hardware and software features on a timely basis and on terms functionally equivalent to the CP and its affiliates.