COMPETITION COMPLAINT

BROUGHT UNDER REGULATION 67, REGULATION 68(1)(a) AND REGULATION 68(1)(b) OF THE COMESA COMPETITION AND CONSUMER PROTECTION REGULATIONS, 2025

AGAINST
META PLATFORMS IRELAND LIMITED

CONCERNING THE PROPOSED 2026 AMENDMENTS TO META'S COMMERCIAL TERMS GOVERNING THE AUTOMATED CRAWLING, INDEXING, COLLECTION, STORAGE, ANALYSIS AND COMMERCIAL EXPLOITATION OF PUBLISHERS' WEBSITES AND DIGITAL CONTENT

This Complaint/Request for Investigation is **MADE PURSUANT TO Regulation 67, Regulation 68(1)(a) and Regulation 68(1)(b)** of the *COMESA Competition and Consumer Protection Regulations, 2025*, for alleged violations of the provisions under **Regulation 36** by **Meta Platforms Ireland Limited**, arising from their proposed Commercial Terms and the exercise of their dominant position in digital platform services within the region.

1. DETAILS OF THE COMPLAINANT:

Name: ADLEGAL INTERNATIONAL		**Website:** www.adlegalug.com
Name of contact person: [redacted]		
Phone: [redacted]	**Fax:**	**Email:** ed@adlegalug.com
Brief description: *A private competition practice firm incorporated and operating within the COMESA region, specialising in competition law, digital competition and competition policy, with a focus on strategic competition litigation, competition regulation and advocacy to promote fair competition and foster the development of existing and emerging markets.*		

2. RESPONDENT:

Full Names: **META PLATFORMS INC.**		
Address/Location: 1 Hacker Way Menlo Park, California 94025 United States of America		
Phone: +1650 543 4800	**Fax:**	**Email:** info@meta.com/legal@meta.com
Website: https://www.meta.com		

3. RESPONDENT:

Full Names: **META PLATFORMS IRELAND LIMITED**		
Address/Location: Merrion Road Dublin 4 D04 X2K5 Ireland		
Phone: +3531 853 8500	**Fax:**	**Email:** ireland@meta.com/legal@meta.com
Website: https://www.meta.com		

4. DETAILS OF THE COMPLAINT:

1. The Complaint relates to amendments to Meta's Commercial Terms announced on **16 October 2026**, which were originally due to take effect on **30 October 2026**. Meta subsequently postponed the effective date of the amendments to **20 November 2026.** Under the amended terms, Meta proposes to acquire substantially broader rights over publishers' external websites, domains, URLs, and digital content associated with or accessed through content shared on Meta's platforms.
2. The amendments to Meta's Commercial Terms apply to businesses using Meta's commercial products and therefore potentially affect businesses and publishers operating in COMESA Member States.

3. The amendments materially expand Meta's contractual rights to access, crawl, collect, analyse and retrieve content from external domains, webpages and URLs associated with businesses' products or services. These changes raise significant competition concerns regarding Meta's ability to leverage its position as a dominant digital platform to obtain access to commercially valuable third-party digital content and data on terms imposed unilaterally on businesses dependent upon Meta's ecosystem.

4. The proposed terms permit Meta to *automatically search, index, cache, collect, analyse and regularly update* domains, websites and URLs linked to publishers' content posted in connection with Meta products. The scope of the proposed rights extends beyond the particular content voluntarily uploaded or posted by publishers to Meta's platforms.

5. The proposed arrangement would potentially give Meta access to publishers' broader digital offerings, including *current articles, archives, images, videos, audio content, databases and other editorial material,* and would permit Meta to use such material for the development, improvement and research of its advertising and business products.

6. The Complainant submits that, if applied within the COMESA region, this conduct raises serious competition concerns because Meta would be using its position as a major digital distribution and advertising platform to impose upon publishers an additional obligation that is substantially broader than what is objectively necessary for the provision of the platform service.

7. The Complainant alleges that the conduct is capable of constituting an **abuse of a dominant position** contrary to the provisions under **Regulation 36 of the COMESA Competition and Consumer Protection Regulations, 2025**.

8. The Complainant further alleges that the conduct may have a particularly significant impact on *small and independent publishers within the COMESA Region*, which may have substantially less bargaining power and fewer alternative distribution channels than large international media groups.

9. The Complainant accordingly requests the Commission to investigate the conduct and, pending determination of the matter, consider appropriate interim measures to prevent Meta from implementing or enforcing the impugned provisions within the COMESA Common Market.

4.1 FACTUAL BACKGROUND

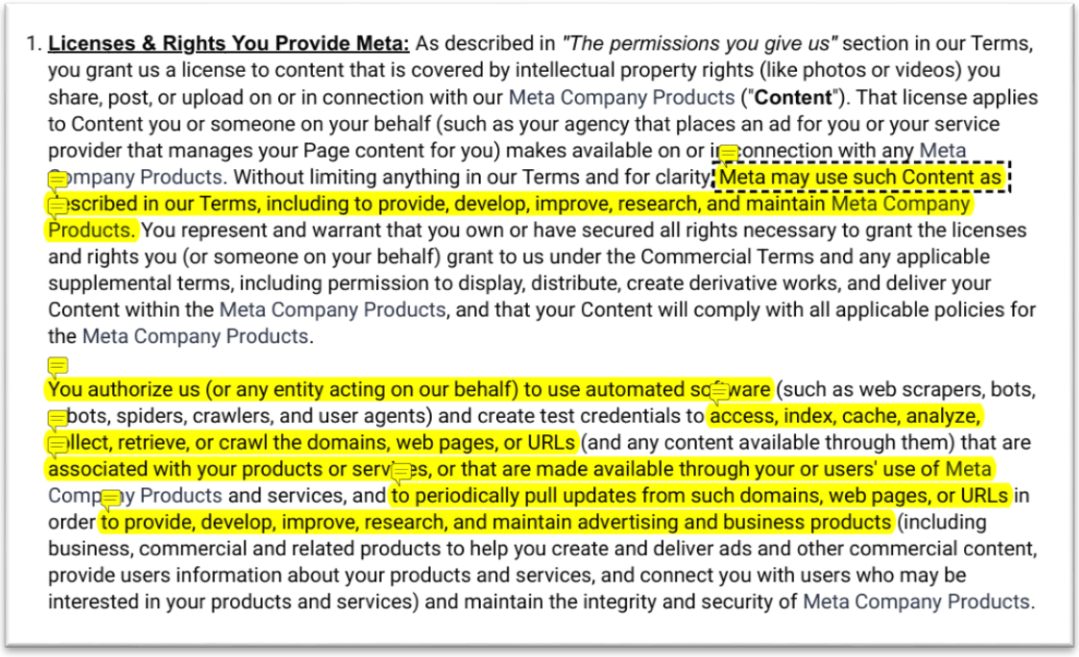
8. Meta operates some of the world's largest digital platforms, including Facebook and Instagram, through which businesses, publishers, creators and other undertakings communicate with consumers and distribute digital content.

9. On **6 March 2024**, Meta published its Commercial Terms governing the use of its products and services by businesses and other commercial users. The terms (now in force) did not contain the broad website-crawling provision subsequently introduced by Meta in 2026. ***(See attached the 2024 Terms).***

10. On **16 October 2026,** Meta *announced the release* of new Commercial Terms, which were scheduled to take effect on **30 October 2026**.

11. On **23 October 2026,** Meta subsequently *announced an extension* of the effective date of the new Commercial Terms, deferring their implementation to **20 November 2026**.

12. The new Commercial Terms introduced provisions authorising Meta to use automated software, including crawlers, bots, spiders and similar technologies, to access, index, cache, analyse, collect and retrieve content from domains, webpages and URLs associated with businesses using Meta's products and services, and to periodically retrieve updates from such websites.

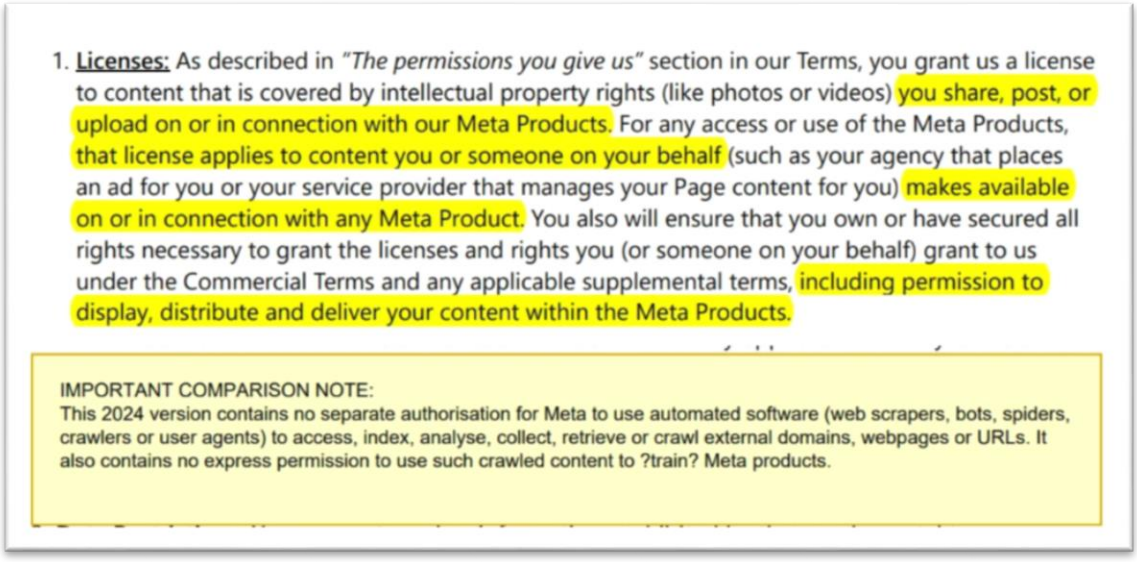


1. **Licenses & Rights You Provide Meta:** As described in *"The permissions you give us"* section in our Terms, you grant us a license to content that is covered by intellectual property rights (like photos or videos) you share, post, or upload on or in connection with our Meta Company Products ("**Content**"). That license applies to Content you or someone on your behalf (such as your agency that places an ad for you or your service provider that manages your Page content for you) makes available on or in connection with any Meta Company Products. Without limiting anything in our Terms and for clarity, Meta may use such Content as described in our Terms, including to provide, develop, improve, research, and maintain Meta Company Products. You represent and warrant that you own or have secured all rights necessary to grant the licenses and rights you (or someone on your behalf) grant to us under the Commercial Terms and any applicable supplemental terms, including permission to display, distribute, create derivative works, and deliver your Content within the Meta Company Products, and that your Content will comply with all applicable policies for the Meta Company Products.

You authorize us (or any entity acting on our behalf) to use automated software (such as web scrapers, bots, bots, spiders, crawlers, and user agents) and create test credentials to access, index, cache, analyze, collect, retrieve, or crawl the domains, web pages, or URLs (and any content available through them) that are associated with your products or services, or that are made available through your or users' use of Meta Company Products and services, and to periodically pull updates from such domains, web pages, or URLs in order to provide, develop, improve, research, and maintain advertising and business products (including business, commercial and related products to help you create and deliver ads and other commercial content, provide users information about your products and services, and connect you with users who may be interested in your products and services) and maintain the integrity and security of Meta Company Products.

Figure 1: New Meta Commercial Terms Introducing Broad Automated Web-Crawling and Content Collection Powers.

13. However, in an earlier version of the revised Commercial Terms, Meta expressly authorised the use of content obtained from crawled domains, webpages and URLs to "provide, develop, improve, research, train and maintain the integrity of" Meta Company Products, services and features. Meta subsequently amended this provision removing the express reference to **"train"** and replacing the broader formulation with a reference to **"advertising and business products."**



1. Licenses: As described in *"The permissions you give us"* section in our Terms, you grant us a license to content that is covered by intellectual property rights (like photos or videos) you share, post, or upload on or in connection with our Meta Products. For any access or use of the Meta Products, that license applies to content you or someone on your behalf (such as your agency that places an ad for you or your service provider that manages your Page content for you) makes available on or in connection with any Meta Product. You also will ensure that you own or have secured all rights necessary to grant the licenses and rights you (or someone on your behalf) grant to us under the Commercial Terms and any applicable supplemental terms, including permission to display, distribute and deliver your content within the Meta Products.

IMPORTANT COMPARISON NOTE:
This 2024 version contains no separate authorisation for Meta to use automated software (web scrapers, bots, spiders, crawlers or user agents) to access, index, analyse, collect, retrieve or crawl external domains, webpages or URLs. It also contains no express permission to use such crawled content to ?train? Meta products.

Figure 2: Old/Existing 2024 Meta Commercial Terms (Expiring on 20 November 2026)

14. The revised terms continue to authorise Meta to deploy automated tools to access, collect, analyse, index, cache and retrieve content from domains, webpages and URLs associated with businesses using its platforms. Consequently, a news publisher that maintains a business account on **Facebook, Instagram or WhatsApp** may have its external website content subjected to Meta's automated collection, notwithstanding that the publisher may not have specifically provided each such webpage, URL or item of content to Meta through those platforms.

15. Publishers routinely use Meta's platforms to distribute links, articles, videos and other content to audiences and to direct users to their own websites and digital products.

16. For many publishers, particularly smaller publishers and digital-native businesses, access to large social-media platforms constitutes an important means of acquiring audiences, generating traffic and developing commercial relationships with consumers.

17. The significance of such platforms creates a degree of commercial dependence capable of giving a dominant platform substantial bargaining power when determining the terms on which businesses may access and use its services.

12. The existing arrangement under the 2024 Commercial Terms essentially covered content that publishers themselves share, post or upload in connection with Meta products.

13. Meta's proposed amendment taking effect on 30 October 2026 materially expands the scope of the rights claimed by Meta.

14. Under the proposed provision, Meta seeks the ability to automatically:

    a. *search publishers' domains;*
    b. *index publishers' websites;*
    c. *cache content;*
    d. *collect content;*
    e. *analyse content; and*
    f. *regularly update the information obtained from publishers' websites and URLs.*

15. Importantly, the proposed rights extend to content accessible through websites and URLs linked to publishers' posts.

16. The consequence is that the rights claimed by Meta potentially extend beyond the particular article, image, video or other material that a publisher voluntarily places on Meta's platform.

17. Instead, Meta would potentially obtain access to substantial portions of the publisher's external digital product, including archives and other content hosted outside Meta's platforms.

18. Meta further proposes to use the information for the development, improvement and research of its advertising and business products.

19. The Complainant submits that this represents a substantial expansion in the economic value extracted by Meta from publishers through the platform relationship.

4.2 RELEVANT MARKETS

Pursuant to **Regulation 35(2)(a) of the COMESA Competition and Consumer Protection Regulations, 2025**, the Complainant invites the Commission to investigate at least the following interconnected markets.

4.2.1 Market for social media and digital platform services

20. The first relevant market is the market for social media and digital platform services through which publishers, businesses and other undertakings distribute content and communicate with consumers.

21. Facebook and Instagram are significant services within this market.

22. The Complainant submits that the relevant market should be assessed with particular regard to the role played by these platforms as **distribution gateways to consumers**, rather than merely as communication applications.

4.2.2 Market for digital publishing and content distribution

23. The second relevant market is the market for digital publishing and digital content distribution.

24. Publishers produce and distribute articles, news, images, videos, audio material, databases and other editorial products.

25. Access to major digital platforms is an important competitive parameter in this market because it enables publishers to reach audiences and generate traffic to their own digital properties.

4.3.3 Digital advertising and audience monetization

26. A further affected market is digital advertising and audience monetisation.

27. Meta's proposed use of publishers' external content for the development and improvement of its advertising and business products creates a direct connection between the proposed conduct and Meta's commercial interests in digital advertising.

4.3 GEOGRAPHIC MARKET

28. The Complainant submits that the geographic scope of the affected markets is at least **regional within the COMESA Common Market**, subject to the Commission's market definition analysis.

29. Meta's platforms are cross-border digital services available to users and businesses across multiple COMESA Member States.

30. The conduct complained of is contractual and platform-wide in nature and is therefore capable of affecting online publishers operating in several COMESA Member States simultaneously.

31. The potential effects are consequently not confined to a single national market.

32. An undertaking established in one COMESA Member State may use Meta's platforms to reach consumers in another Member State, while its website, digital archive and other content may be accessed and processed by Meta through the same digital infrastructure.

33. The conduct is therefore capable of affecting trade between Member States and the functioning of the Common Market.

4.4 META'S DOMINANT POSITION

34. The Complainant invites the Commission to determine that Meta holds a dominant position in the relevant market, having regard to *Regulation 35 of the COMESA Competition and Consumer Protection Regulations, 2025*

35. Meta operates a portfolio of interconnected digital platforms and services, including Facebook and Instagram, which provide businesses and publishers with access to very large audiences. For publishers, the commercial importance of these platforms extends beyond advertising: they constitute important channels through which publishers distribute content, reach audiences, generate traffic and maintain relationships with users.

36. The Complainant submits that these characteristics confer substantial bargaining power upon Meta vis-à-vis publishers and other business users. The relevant question is therefore not merely whether publishers can theoretically use alternative platforms, but whether those alternatives provide a sufficiently effective and commercially equivalent means of reaching the audience, traffic and engagement available through Meta's platforms.

37. The publishers may be highly dependent upon Meta's platforms for access to audiences. This dependency materially strengthens Meta's bargaining position. Where a publisher cannot realistically withdraw from Meta **without suffering a significant loss of audience reach**, traffic or commercial opportunity, **Meta is able to impose contractual conditions that a business operating in a genuinely competitive market may be unable to impose.**

38. The ability to unilaterally change the commercial conditions applicable to publishers further demonstrates the importance of examining *platform dependency and bargaining power*, in addition to conventional market-share analysis. Meta's proposed changes are particularly significant because affected businesses are not presented with a genuinely symmetrical bargaining relationship. Rather, they are required to accept Meta's terms or face the practical consequences of withdrawing from the platform.

39. Particularly relevant is the practical choice faced by publishers under Meta's proposed terms. The publishers can not simply refuse the proposed terms while continuing to operate normally on Facebook and Instagram; the alternative is to delete their accounts and thereby lose contact with users on those platforms. This is powerful **evidence of platform dependency** and the absence of effective countervailing bargaining power.

40. The recent Norwegian proceedings provide a significant illustration of this dependency. The Norwegian media industry challenged Meta's proposed commercial terms, and the Oslo District Court prohibited Meta from implementing the changes pending a final determination of their legality. The Norwegian Media Businesses' Association stated that the Court had recognised that Meta holds a dominant position in the relevant market and that the proposed terms were unreasonable. ***(See attached the supporting document)***

41. The Commission should also have regard to the ability of Meta to exploit the scale and reach of its platforms when determining its market power. The **UK's Competition and Markets Authority ("CMA")** has recently similarly recognised the importance of Meta's position in relation to businesses that depend upon its platforms to reach customers and audiences. In announcing its investigation into Meta's commercial terms, the CMA stated that its investigation would assess whether Meta holds a dominant position in a relevant market and whether its proposed terms constitute an abuse of that position. ***(See attached supporting document)***

42. The CMA's concerns are particularly instructive because they relate to the same underlying exercise of market power alleged in the present Complaint. The CMA is examining whether Meta's commercial terms permit Meta to impose exploitative terms on publishers

and advertisers and whether requiring businesses to accept those terms may constitute the imposition of unfair trading conditions. ***(See attached supporting document)***

43. The Complainant submits that Meta's ability to impose such terms is itself indicative of substantial market power. In a competitive market, a business that sought to impose materially disadvantageous conditions would ordinarily face the risk that its trading partners would switch to competing suppliers or distribution channels. The ability of Meta to alter the terms governing access to its platforms, while businesses remain commercially dependent upon those platforms, substantially reduces that constraint.

44. Moreover, Meta's position is reinforced by network effects. The value of Facebook and Instagram to publishers and businesses is connected to the scale of users participating on those platforms. Equally, the attractiveness of the platforms to users is reinforced by the availability of content and businesses on them. This creates a feedback loop that can strengthen Meta's position and make it difficult for smaller or emerging competitors to replicate the same scale and reach.

45. The Commission should further consider the existence of significant switching costs. A publisher that withdraws from Meta does not merely change one supplier for another. It may lose access to established audiences, followers, engagement, historical interactions, distribution channels and other commercially valuable relationships developed over time. The publishers stand a risk of losing contact with *Facebook* and *Instagram* users as a material consequence of rejecting Meta's terms.

46. The combination of network effects, scale, audience reach, data advantages, switching costs and publisher dependency therefore substantially limits the ability of publishers and other business users to discipline Meta's conduct through ordinary commercial negotiation.

47. The Complainant accordingly submits that Meta possesses substantial market power in the relevant market and is capable of acting to an appreciable extent independently of its trading partners. Its ability to determine and unilaterally alter the commercial conditions governing access to its platforms is compelling evidence of that power.

48. This conclusion is further supported by the fact that competition authorities and courts in other jurisdictions are actively examining Meta's commercial conduct through the lens of dominance and the potential abuse of market power. The **CMA's investigation** specifically concerns whether Meta holds a dominant position and whether its commercial terms amount to an abuse of that position. The **Oslo District Court** proceedings likewise provide a relevant contemporary illustration of judicial scrutiny of Meta's position and its proposed commercial terms. ***(See attached supporting documents)***

49. The Complainant therefore submits that the Commission should find that Meta occupies a dominant position for purposes of *Regulation 35 of the COMESA Competition and Consumer Protection Regulations, 2025*.

50. Once Meta's dominant position is established, the Commission should assess the impugned commercial terms against the heightened obligations applicable to a dominant undertaking. The central question is whether Meta has used the market power derived from its platforms and the dependency of publishers and other business users to impose conditions that would not reasonably arise under conditions of effective competition.

4.5 ABUSE OF DOMINANCE

51. The Complainant submits that the conduct appears prima facie capable of constituting an abuse of dominant position contrary to the provisions under **Regulation 36 of the COMESA Competition and Consumer Protection Regulations, 2025.**

52. The Complainant submits that Meta has abused, and continues to threaten to abuse, its dominant position by imposing unfair and unreasonable commercial terms upon publishers and other business users who depend upon its platforms to reach audiences and consumers.

53. The conduct complained of is not merely the exercise of contractual freedom by an ordinary undertaking. It is conduct undertaken by an undertaking possessing substantial market power in a market in which publishers and other business users have become materially dependent upon access to Meta's platforms. Meta's ability to impose the impugned terms must therefore be assessed in light of its dominant position and the resulting special responsibility not to undermine effective competition or exploit its trading partners.

54. The Complainant submits that Meta's conduct constitutes an abuse because it has sought to use its dominant position to impose commercial conditions which publishers would not reasonably accept in a competitive market and which are not the result of genuine commercial negotiation.

55. In particular, Meta's proposed commercial terms would permit Meta to access, collect and use content generated and invested in by publishers and other businesses for purposes including the development and provision of Meta's own products and services, including artificial intelligence features, without providing affected businesses with a meaningful choice as to whether or how their content is used.

56. The Complainant submits that compelling publishers to provide access to valuable commercial and editorial content as a condition of continued access to Meta's platforms amounts to an exploitation of publisher dependency. The publisher is effectively placed in a position where it must either accept Meta's terms or risk losing access to an important channel for reaching its audience.

57. The absence of a genuine opt-out is particularly significant. Where a dominant platform

requires a business to surrender valuable rights or permit the use of its content as a condition of continuing to access the platform, the resulting arrangement cannot be assessed as though it were the product of equal bargaining power.

58. The practical effect is that Meta is able to convert its control over access to audiences into leverage over the commercial and intellectual assets of publishers. The Complainant submits that this is precisely the type of conduct which competition law should scrutinise where an undertaking has acquired substantial market power and its trading partners cannot realistically discipline that power through switching.

59. The conduct is further abusive because Meta is not merely acquiring content for the benefit of the publishers from whom the content originates. The proposed terms permit Meta to use content originating from publishers in the development of Meta's own products and services, including AI products. This creates the potential for Meta to extract economic value from investments made by businesses that are dependent upon Meta for distribution.

60. The Complainant submits that such conduct may produce a significant distortion of competitive conditions. Meta obtains access to a valuable input without having to negotiate its acquisition on ordinary commercial terms, while publishers bear the cost of producing the content and may simultaneously face competition from products developed using that same content.

61. The conduct therefore risks creating a self-reinforcing cycle of market power. Meta uses its dominant position to obtain access to valuable content; that content may be used to improve or develop Meta's products; those products may strengthen Meta's position in adjacent digital markets; and the resulting increase in Meta's scale and capabilities may further increase publishers' dependence upon Meta.

62. The Complainant submits that this is particularly problematic in digital markets, where control over data and content can constitute an important competitive advantage. A dominant digital platform should not be permitted to leverage its control over distribution and audience access to obtain valuable inputs from dependent businesses on terms that would not ordinarily be available under competitive conditions.

63. The abuse is also demonstrated by Meta's unilateral ability to alter the contractual framework governing publishers' participation on its platforms. The proposed terms were not the result of bilateral negotiations with individual publishers. Rather, Meta sought to impose a common set of conditions upon businesses that have little practical ability to negotiate those conditions individually.

64. The Complainant submits that a purported choice between accepting the dominant platform's terms and abandoning access to a substantial audience cannot, in the circumstances, be treated as an effective commercial alternative. Such a choice is especially problematic where the platform has significant network effects and where withdrawal

would result in the loss of established audiences, followers, traffic and commercial relationships.

65. The ability to impose and revise terms is evidence of the substantial bargaining imbalance between Meta and affected businesses. The Complainant therefore submits that the impugned conduct should be characterised as an exploitation of Meta's dominant position through the imposition of unfair commercial conditions, coupled with the leveraging of that position to obtain access to valuable content and data from dependent publishers.

66. The conduct is particularly concerning because the affected publishers have made substantial investments in creating and maintaining the content that Meta seeks to access. Meta's dominant position should not permit it to appropriate the competitive value generated by those investments without meaningful negotiation, compensation or choice.

67. The Complainant accordingly invites the Commission to find that Meta's conduct constitutes an abuse of its dominant position contrary to the applicable provisions of the COMESA competition regime and to **Regulation 35 of the COMESA Competition and Consumer Protection Regulations, 2025**, insofar as the conduct involves the exploitation of market power through the imposition of unfair commercial conditions.

4.6 SUBMISSIONS IN SUPPORT OF A PRIMA FACIE CASE FINDING

68. The Complainant submits that, on the evidence presently before the Commission, there is more than sufficient material to establish a *prima facie* case that Meta occupies a dominant position in the relevant market and has used that position to impose commercial conditions upon publishers and other business users that warrant investigation under the COMESA Competition and Consumer Protection Regulations, 2025.

69. At the *prima facie* stage, the Complainant is not required to establish the alleged infringement to the standard required for a final determination. The question before the Commission is whether the evidence discloses a credible case which, if established following investigation, may amount to an infringement of the competition rules.

70. The evidence demonstrates, at minimum, that Meta possesses substantial bargaining power over publishers and other businesses that depend upon Facebook and Instagram to reach audiences and consumers. The proposed changes to Meta's commercial terms demonstrate that Meta considers itself capable of altering the conditions governing access to and use of its platforms without obtaining the individual consent of affected businesses.

71. The existence of this unilateral ability is particularly significant in circumstances where the affected publishers cannot readily withdraw from Meta's ecosystem without suffering a substantial commercial disadvantage.

72. The Complainant submits that the impugned conduct is capable of amounting to an abuse

because it involves the exercise of market power against commercially dependent trading partners. The concern is not simply that Meta has changed its terms. The concern is that an undertaking possessing substantial market power may use that power to impose conditions which affected businesses have little practical ability to reject.

73. The circumstances therefore disclose the essential elements of a *prima facie* case:

    i. *Meta operates major digital platforms through which publishers and other businesses access audiences and consumers;*

    ii. *publishers and other businesses have a material degree of dependency upon those platforms;*

    iii. *Meta possesses substantial bargaining power over those businesses;*

    iv. *Meta has the ability to determine and unilaterally alter the commercial conditions governing use of its platforms;*

    v. *affected businesses may face significant commercial consequences if they reject those conditions;*

    vi. *the proposed conditions may permit Meta to obtain economic or competitive advantages from content and investments made by businesses dependent upon its platforms; and*

    vii. *the conduct is sufficiently capable of harming the competitive process and the interests of affected businesses to warrant investigation by the Commission.*

74. The Complainant submits that these circumstances, taken cumulatively, are sufficient to establish a *prima facie* case. The Commission is not required at this stage to conclusively determine the precise extent of Meta's market share, the final delineation of the relevant market, or the ultimate competitive effects of the impugned conduct. Those are matters properly capable of being established through the Commission's investigative process.

75. What is material at this stage is that the evidence establishes a credible nexus between Meta's market power and the impugned conduct. Meta's ability to impose the challenged terms is alleged to arise precisely because publishers and other businesses depend upon Meta's platforms for access to audiences. The alleged conduct therefore cannot properly be assessed in isolation from Meta's position in the relevant market.

76. The Complainant further submits that the potential competitive harm is not confined to an individual contractual dispute between Meta and particular publishers. Where a dominant digital platform imposes common commercial conditions upon numerous businesses dependent upon its infrastructure, the conduct may affect the conditions under which those businesses compete, innovate and reach consumers.

77. The Complainant respectfully invites the Commission to find that a *prima facie* case has been established under ***Regulation 36 of the COMESA Competition and Consumer Protection Regulations, 2025*** and to proceed with a full investigation into Meta's dominance and the legality and competitive effects of the impugned commercial terms under the COMESA Competition and Consumer Protection Regulations, 2025.

4.7 SUBMISSIONS IN SUPPORT OF INTERIM ACTION

78. The Complainant The Complainant respectfully submits that this is an appropriate and compelling case for the Commission to exercise its statutory powers to issue interim orders pursuant to ***Regulation 9(4)(a) and Regulation 32(1) and (2) of the COMESA Competition and Consumer Protection Regulations, 2025***.

79. **Regulation 9(4)(a)** expressly empowers the Commission to make interim orders. **Regulation 32(1)** further provides that where the Commission has reasonable grounds to believe that an undertaking has engaged, or is likely to engage, in a practice likely to contravene the Regulations, it may, as a matter of urgency, issue an interim order in writing directing the undertaking to cease and desist from engaging in such conduct pending completion of an investigation or market inquiry. **Regulation 32(2)** expressly identifies, among the matters relevant to urgency, the risk of serious and irreparable damage to competition or consumer welfare and the protection of the public interest.

80. The present application falls squarely within that statutory framework. The Complainant has already demonstrated a *prima facie* case that Meta occupies a dominant position and that the proposed changes to its commercial terms are capable of constituting an abuse of that position. The Complainant **now submits that there is an immediate risk** that the continued implementation or enforcement of the impugned terms will alter the competitive conditions in which publishers and other business users operate before the Commission has completed its investigation.

A. The threshold for interim relief is satisfied

81. Interim measures are, by their nature, protective measures intended to preserve competition and prevent potentially anti-competitive harm occurring before a final determination can be reached. The **OECD's *Interim Measures in Antitrust Investigations*** explains that the principal conditions ordinarily associated with interim measures are the likelihood of infringement (*fumus boni iuris*) and urgency to prevent serious and irreparable harm (*periculum in mora*).

82. Crucially, the Complainant is not required, at this stage, to establish a concluded infringement. The relevant inquiry is whether there are reasonable grounds and a sufficient *prima facie* evidentiary basis for intervention pending the investigation.

83. The present Complaint satisfies that threshold. The evidence before the Commission raises a substantial and credible question as to whether Meta is using its position as a dominant digital platform to impose commercial conditions upon publishers and other business users who are materially dependent upon access to its platforms.

84. The Complainant has demonstrated that Meta's position is not merely the result of a conventional commercial relationship between parties of equal bargaining strength. Meta controls access to a highly significant digital ecosystem through which publishers and businesses reach audiences, distribute content and maintain relationships with users. The proposed terms are therefore being imposed in circumstances where affected businesses may have limited practical ability to reject them without suffering significant commercial consequences.

B. There is an immediate and imminent risk of harm

85. The requirement of urgency under **Regulation 32** is satisfied because the harm complained of is not *hypothetical or remote.* The impugned commercial terms are capable of taking effect on ***20 November 2026*** before the Commission can complete its investigation and make a final determination.

86. Urgency is established where harm is currently occurring or is imminent, and that foreseeable harm in the near future may be sufficient. The expected duration of proceedings may itself be relevant to the urgency of intervention.

87. This consideration is particularly important in the present case because Meta operates in a digital market. Digital markets can change rapidly, and the effects of conduct by a dominant platform can become entrenched before a final decision is reached. *The dynamic characteristics of digital markets may make irreversibility of harm more pronounced because of network effects.*

88. If Meta is permitted to implement the proposed terms while the Commission investigates, **affected publishers may be compelled to alter their commercial arrangements, surrender rights or accept conditions which they would otherwise contest.** The resulting market effects may occur incrementally but become increasingly difficult to reverse.

89. The Commission should therefore not wait until the alleged harm has fully materialised before exercising its interim powers. The purpose of **Regulation 32** is precisely to permit the Commission to intervene where there are reasonable grounds to believe that harmful conduct is occurring or is likely to occur and where waiting for the final determination would undermine the effectiveness of that determination.

C. The threatened harm is serious and irreparable

90. **Regulation 32(2)(a)** expressly directs the Commission to consider the risk of serious and irreparable damage to competition or consumer welfare. The Complainant submits that this requirement is satisfied.

91. The potential harm extends beyond any individual publisher's contractual or financial loss. The central concern is the potential alteration of the competitive conditions within the digital publishing and content ecosystem.

92. If publishers are required to accept terms that materially alter the manner in which Meta may use their content, the consequences may include changes to publishers' incentives to invest in original journalism and digital content, increased dependence upon Meta's ecosystem, weakening of publishers' bargaining position and the potential transfer of economic value from publishers to the dominant platform.

93. Such effects cannot necessarily be adequately compensated through damages after the fact. Once publishers' bargaining position has been weakened, content has been incorporated into products or services, competitive strategies have been altered, or businesses have become further dependent upon a dominant platform, restoring the previous competitive conditions may be practically impossible.

94. Serious and irreparable harm may arise not only where monetary compensation is impossible, but also where the status quo in the market cannot realistically be restored. It notes that interim intervention may therefore be justified where the conduct produces irreversible changes in market conditions.

95. This is especially significant in the present case because the affected businesses operate within a platform ecosystem characterised by network effects, scale and user dependency. Once the market moves further in favour of the dominant platform, reversing that development may be considerably more difficult than preventing it in the first place.

D. The risk extends to competition and not merely individual publishers

96. The Commission should approach the potential harm as a competition concern rather than merely as a private contractual dispute between Meta and individual publishers.

97. Where a dominant digital platform imposes common commercial conditions upon a large class of dependent businesses, the effect may extend across the market. Conduct that individually appears to affect one publisher may, when applied systematically across numerous publishers and business users, alter the competitive structure of the market.

98. In the present circumstances, the risk is therefore that Meta's conduct may weaken the bargaining position of publishers collectively, reduce their ability to compete independently, increase their dependency upon Meta and ultimately affect the diversity, quality and availability of competing content and services.

E. The digital nature of the market strengthens the case for immediate intervention

99. The Complainant submits that the digital nature of the market is an important consideration in determining whether interim intervention is appropriate.

100. The OECD identifies digital markets as an area in which interim measures may be particularly appropriate because of their fast-moving nature, network effects and potential for rapid tipping. It notes that small changes in dynamic digital markets can produce effects that become difficult to reverse.

101. This is precisely the concern presented by Meta's proposed commercial terms. Meta is not an ordinary supplier negotiating an isolated contract with an individual publisher. It operates a digital platform whose scale and network effects can amplify the consequences of changes to its terms across a large number of businesses simultaneously.

102. The Commission's intervention is therefore necessary to ensure that the market remains capable of being effectively remedied at the conclusion of the investigation.

F. The balance of interests favours the preservation of the status quo

103. The Complainant recognises that interim orders are exceptional and should be exercised carefully. The OECD emphasises that interim measures require a balancing exercise aimed at avoiding both false positives and false negatives.

104. In the present case, however, the balance strongly favours intervention.

105. If the Commission issues an interim order and ultimately determines that Meta has not infringed the Regulations, Meta can resume implementation of its proposed commercial terms, subject to the Commission's final decision.

106. Conversely, if the Commission declines to intervene and the proposed terms are implemented, and the Commission subsequently determines that they constitute an abuse of dominance, the competitive conditions existing before implementation may no longer be capable of being restored fully.

107. The asymmetry between these two risks is therefore significant. The harm arising

from temporarily maintaining the status quo is principally one of delay in implementing Meta's proposed terms. The harm arising from allowing potentially anti-competitive terms to take effect may include irreversible changes to the market and to the bargaining position of publishers.

108. The Complainant therefore submits that the balance of interests favours maintaining the status quo pending completion of the Commission's investigation.

G. The proposed interim order is proportionate and reversible

109. The Complainant further submits that the relief sought is proportionate to the alleged infringement.

110. The Complainant does not presently seek a final determination of the legality of Meta's business model, nor does it seek a permanent prohibition on Meta's commercial terms.

111. The relief sought is directed principally at preserving the existing competitive conditions pending investigation and preventing Meta from implementing or enforcing the specific impugned changes before the Commission has completed its assessment.

112. Such an order is inherently temporary and capable of being varied, reviewed or discharged as the Commission obtains further evidence.

113. The proposed order therefore represents a measured exercise of the Commission's powers. It does not determine the ultimate rights of the parties. It merely prevents the alleged dominant undertaking from changing the competitive conditions while the Commission determines whether those changes are lawful.

H. Comparable competition enforcement demonstrates the appropriateness of interim intervention in digital markets

114. The use of interim measures in digital-platform cases is not unprecedented.

115. The Complainant further submits that the **Oslo District Court's interim injunction of 28 October 2026 against Meta Platforms Ireland Limited** provides persuasive guidance from a comparable jurisdiction, where the Court prohibited Meta from implementing its proposed changes to its Commercial Terms pending determination of the underlying dispute. While the decision is not binding upon the Commission, it provides persuasive comparative support for the exercise of the Commission's powers under **Regulations 9(4)(a) and 32(1) and (2)** to prevent the implementation of

potentially harmful conduct pending completion of its investigation.

116. The OECD records, among other examples, interim intervention against Google concerning the use and remuneration of publishers' content, where the French competition authority required Google to negotiate in good faith pending determination of the underlying competition concerns.

117. The OECD also records an interim measure imposed against Facebook/WhatsApp in Turkey following changes to WhatsApp's terms and privacy policy. The Turkish Competition Authority suspended implementation of the amended policy pending investigation.

118. These examples are particularly instructive because they demonstrate the suitability of interim measures where a dominant or powerful digital platform seeks to introduce material changes to the terms governing its relationship with users or business partners before the competition authority has completed its investigation.

119. The Complainant relies on these examples not as binding precedents upon the Commission, but as persuasive evidence of the practical necessity and appropriateness of interim intervention in fast-moving digital markets.

I. Public interest supports the issuance of the interim order

120. **Regulation 32(2)(b)** expressly permits the Commission, in determining urgency, to have regard to the purpose of protecting the public interest.

121. The public interest in this matter extends beyond the immediate commercial interests of the Complainant. Digital platforms have become important channels through which businesses, publishers and consumers interact.

122. Maintaining competitive conditions in such markets serves the broader public interest by protecting consumer choice, innovation, independent businesses and the ability of market participants to compete on fair terms.

123. The public interest is therefore best served by preserving the existing competitive conditions until the Commission has had an opportunity to investigate whether Meta's proposed terms are compatible with the Regulations.

J. The interim order should preserve the status quo pending investigation

124. In light of the foregoing, the Complainant respectfully submits that the most appropriate interim intervention is an order maintaining the status quo ante pending

completion of the Commission's investigation.

125. The Complainant accordingly invites the Commission, pursuant to **Regulations 9(4)(a) and 32(1) and (2)**, to issue an interim order directing Meta, pending completion of the Commission's investigation and/or further order of the Commission:

i. *to suspend the implementation, enforcement or application of the impugned changes to its commercial terms insofar as they affect publishers and other affected business users;*

ii. *to refrain from requiring publishers or other affected business users to accept the impugned terms as a condition for continued access to Meta's platforms;*

iii. *to maintain, pending the Commission's determination, the commercial terms applicable immediately prior to the proposed changes;*

iv. *to refrain from taking any measure designed to circumvent or undermine the effect of the interim order; and*

v. *to provide such information or periodic reports as the Commission may consider necessary to monitor compliance with the interim order.*

126. The Complainant further submits that the interim order should take immediate effect and remain in force pending completion of the investigation or until otherwise varied, discharged or replaced by the Commission.

127. The Complainant respectfully submits that the proposed relief is narrowly tailored, temporary, reversible and proportionate. It does not prejudge the merits of the Complaint. Rather, it ensures that the Commission's eventual decision is capable of having meaningful effect.

THE LINE THAT DOMINANCE MUST NOT CROSS

The Complainant respectfully prays that the Commission investigates the conduct complained of and grants such interim and final remedies as may be necessary to protect competition within the Common Market.

> As the African proverb reminds us, ***"The elephant may own the road, but it does not own every footprint upon it."*** *Meta may control an important road to the digital market, but that control should not extend to the independent digital assets of those who use that road.*
>
> As another African proverb teaches, ***"The crocodile may control the river, but it does not own every fish in it."*** *Likewise, access to Meta's platforms should not become a licence to appropriate the commercial value created by publishers and other businesses whose content contributes to the digital ecosystem.*
>
> And as the wisdom of African clan traditions reminds us, ***"A clan does not become the owner of another clan simply because it shares the same land."*** *In the same way, dominance in one digital market should not become ownership or control of value created in neighbouring markets.*
>
> ***The Applicant therefore prays that the Commission draws the line where dominance becomes control, where access becomes appropriation, and where market power threatens the ability of others.***

5.0 FINAL PRAYERS BEFORE THE COMMISSION

The Complainant respectfully prays that the Commission be pleased to:

A. INTERIM MEASURES

1. **Issue an interim order** directing Meta to suspend the implementation and enforcement, within the COMESA Common Market, of the proposed amendments to the Commercial Terms scheduled to take effect on or about **20 November 2026**, pending the Commission's investigation.

2. In particular, direct Meta not to automatically crawl, search, index, cache, collect, analyse, copy or otherwise process publishers' external websites, domains, URLs and associated digital content pursuant to the impugned provisions pending determination of the Complaint.

3. Direct Meta not to make access to its platforms conditional upon publishers granting the impugned rights pending the conclusion of the Commission's investigation.

B. SUBSTANTIVE INVESTIGATION

4. **Commence a formal investigation** into Meta concerning the conduct complained of.

5. Investigate whether the conduct constitutes an abuse of dominant position.

6. Investigate whether Meta is leveraging dominance in digital platform services into digital publishing, digital advertising, content, data and AI-related markets.

7. Investigate the effect of the conduct on publishers and digital businesses operating across COMESA Member States.

C. REMEDIAL ORDERS

9. Upon completion of the investigation, order Meta to cease and desist from implementing any contractual provision that makes access to its platforms conditional upon the surrender of rights over publishers' external digital products that are not objectively necessary for the provision of the relevant platform service.

10. Require Meta to provide meaningful and effective mechanisms through which publishers may control, restrict or opt out of automated access to their external digital content.

11. Require Meta to establish appropriate safeguards concerning the collection, storage, retention, use and commercial exploitation of publishers' digital content.

12. Require Meta to provide transparent information concerning the purposes for which crawled content is used, including its use in advertising, AI, search, recommendation, analytics or other commercial products.

13. Grant such further, ancillary or consequential orders as the Commission may consider necessary to restore and safeguard effective competition within the Common Market.

6.0 SUPPORTING DOCUMENTS

In support of this Complaint, the Complainant has annexed and relies upon the following documents, which are attached hereto and form an integral part of the Complaint:

A. Meta's proposed/amended Commercial Terms scheduled to take effect on 20 November 2026;

B. Meta's existing Commercial Terms which took effect on March 6, 2024.

C. Press Release of 30 October 2026 by the UK Competition and Markets Authority (CMA) opening investigation into Meta's commercial terms. **Access here:** https://www.gov.uk/government/news/cma-opens-investigation-into-metas-commercial-terms--2

D. Oslo District Court Interim Injunction Against Meta prohibiting Meta from implementing its proposed changes to its Commercial Terms. **Access here:** https://www.mediebedriftene.no/artikler/2026/norwegian-media-companies-prevail-in-court-against-meta/

7.0 PERSONS AND ENTITIES ABLE TO TESTIFY OR PROVIDE INFORMATION

The following persons and entities may possess information relevant to the investigation:

Witness:	Capacity to testify:
[redacted]	[redacted]

PROCEEDINGS BEFORE NATIONAL COMPETITION AUTHORITIES:

The Complainant confirms that it *has not approached any other competition authority, nor has it instituted or is party to any law suit before a national court*, in respect of the same or closely related subject-matter forming the basis of this Complaint.

8.0.DECLARATION:

I, **AZIZ KITAKA** declare that the information given/supplied by me on behalf of ADLEGAL INTERNATIONAL (Complainant) to the COMESA Competition & Consumer Protection Commission in this Complaint and all supporting documents attached hereto is accurate to the best of my knowledge.

Print Name: **AZIZ KITAKA**
Position: **Founding Partner, AdLegal**

Signature: 

Date: **2 November 2026**

Office Use Only	
Received By	
Print Name:	Signature:
Date Received:	Assigned Case Number:
Case Officer	
Print Name:	Signature:
Department/Section:	
Position:	

PROPOSED CONTESTED TERMS

*We're updating the Meta Commercial Terms. These updates will go into effect on **November 20, 2026.** Read the current Terms.*

Meta Commercial Terms ("Commercial Terms")

These Commercial Terms apply to access or use of the Meta Company Products (or "**Products**"), for a business or commercial purpose (except where we state that separate terms, and not these Commercial Terms, apply to such access or use of the Meta Company Products). Business or commercial purposes include using ads or marketing messages, selling or listing products, developing apps, creating or using a product catalog, managing a Page, managing a Group for business purposes, using any business product, such as Ads Manager or Meta Business Suite, or using our measurement services regardless of the entity type. Except where we state otherwise, the Meta Terms of Service and Instagram Terms of Use ("**Terms**") also apply to access or use of any Meta Company Products for any business or commercial purpose.

You agree that you will ensure that any third party on whose behalf you access or use any Meta Company Products for any business or commercial purpose will abide by the applicable terms of use, including these Commercial Terms, the Terms, and any applicable supplemental terms, and you represent and warrant that you have the authority to bind that third party to such terms.

As more fully described below, if you reside in the United States or your business is located in the United States, these Commercial Terms require the resolution of most disputes between you and us by binding arbitration on an individual basis; class actions and jury trials are not permitted.

1. **Licenses & Rights You Provide Meta:** As described in *"The permissions you give us"* section in our Terms, you grant us a license to content that is covered by intellectual property rights (like photos or videos) you share, post, or upload on or in connection with our Meta Company Products ("**Content**"). That license applies to Content you or someone on your behalf (such as your agency that places an ad for you or your service provider that manages your Page content for you) makes available on or in connection with any Meta Company Products. Without limiting anything in our Terms and for clarity, Meta may use such Content as described in our Terms, including to provide, develop, improve, research, and maintain Meta Company Products. You represent and warrant that you own or have secured all rights necessary to grant the licenses and rights you (or someone on your behalf) grant to us under the Commercial Terms and any applicable supplemental terms, including permission to display, distribute, create derivative works, and deliver your Content within the Meta Company Products, and that your Content will comply with all applicable policies for the Meta Company Products.

   You authorize us (or any entity acting on our behalf) to use automated software (such as web scrapers, bots, robots, spiders, crawlers, and user agents) and create test credentials to access, index, cache, analyze, collect, retrieve, or crawl the domains, web pages, or URLs (and any content available through them) that are associated with your products or services, or that are made available through your or users' use of Meta Company Products and services, and to periodically pull updates from such domains, web pages, or URLs in order to provide, develop, improve, research, and maintain advertising and business products (including business, commercial and related products to help you create and deliver ads and other commercial content, provide users information about your products and services, and connect you with users who may be interested in your products and services) and maintain the integrity and security of Meta Company Products.

2. **Compliance with Law:** You represent and warrant that your access or use of the Meta Company Products for business or commercial purposes complies with all applicable laws, rules, and regulations. You further represent that you will restrict access to your Content and apps in accordance with all applicable laws, rules, and regulations, including geo-filtering or age-gating access where required. In addition to and without limiting the requirements about who can use the Meta Company Products under our Terms, if you are located in a country that is subject to embargo under the laws of the United States (or under similar laws applicable to you) you may not engage in commercial activities on the Meta Company Products unless authorized by applicable laws. If you are on the U.S. Treasury Department's list of Specially Designated Nationals (or an equivalent list), you may not engage in commercial or business activities on the Meta Company Products (such as advertising or payments). You also may not access or use the Meta Company Products if you are prohibited from receiving products, services, or software under applicable law.

facebook

EXISTING COMMERCIAL TERMS DUE TO BE REPLACED BY THE UNFAIR TERMS ON 20 NOVEMBER 2026

Log In

We're updating the Meta Commercial Terms. These updates will go into effect on ***October 30, 2026.*** ***Read the updated Terms****.*

Meta Commercial Terms ("Commercial Terms")

These Commercial Terms apply to access or use of the **Meta Products** (or "**Products**"), for a business or commercial purpose (except where we state that separate terms, and not these Commercial Terms, apply to such access or use of a Facebook Product). Business or commercial purposes include using ads, selling products, developing apps, managing a Page, managing a Group for business purposes, or using our measurement services regardless of the entity type.

You agree that you will ensure that any third party on whose behalf you access or use any Meta Product for any business or commercial purpose will abide by the applicable terms of use, including these Commercial Terms, the **Meta Terms of Service** ("**Terms**"), and any applicable supplemental terms, and you represent and warrant that you have the authority to bind that third party to such terms.

As more fully described below, if you reside in the United States or your business is located in the United States, these Commercial Terms require the resolution of most disputes between you and us by binding arbitration on an individual basis; class actions and jury trials are not permitted.

1. **Licenses:** As described in *"The permissions you give us"* section in our Terms, you grant us a license to content that is covered by intellectual property rights (like photos or videos) you share, post, or upload on or in connection with our Meta Products. For any access or use of the Meta Products, that license applies to content you or someone on your behalf (such as your agency that places an ad for you or your service provider that manages your Page content for you) makes available on or in connection with any Meta Product. You also will ensure that you own or have secured all rights necessary to grant the licenses and rights you (or someone on your behalf) grant to us under the Commercial Terms and any applicable supplemental terms, including permission to display, distribute and deliver your content within the Meta Products.

2. **Compliance with Law:** You represent and warrant that your access or use of the Meta Products for business or commercial purposes complies with all applicable laws, rules, and regulations. You further represent that you will restrict access to your content and apps in accordance with all applicable laws, rules, and regulations, including geo-filtering or age-gating access where required. In addition to and without limiting the requirements about who can use the Meta Products under our Terms, if you are located in a country that is subject to embargo under the laws of the United States (or under similar laws applicable to you) you may not engage in commercial activities on the Meta Products unless authorized by applicable laws. If you are on the U.S. Treasury Department's list of Specially Designated Nationals (or an equivalent list), you may not engage in commercial or business activities on the Meta Products (such as advertising or payments). You also may not access or use the Meta Products if you are prohibited from receiving products, services, or software under applicable law.

3. **Data Restrictions:** You may not send us information prohibited by the supplemental terms or policies. In addition, you may not send to us, or use Meta Products to collect from people, information that: (i) you know or reasonably should know is from or about children under the age of 13; or (ii) includes health, financial, biometrics, or other categories of similarly sensitive information (including any information defined as sensitive under applicable law); except in cases where (a) the terms for that Meta Product specifically allow it or (b) you are sending financial