EXHIBIT 1



App Store Review Guidelines

Apps are changing the world, enriching people's lives, and enabling developers like you to innovate like never before. As a result, the App Store has grown into an exciting and vibrant ecosystem for millions of developers and more than a billion users. Whether you are a first-time developer or a large team of experienced programmers, we are excited that you are creating apps for the App Store and want to help you understand our guidelines so you can be confident your app will get through the review process quickly.

January 2024

Case 4:20-cv-05640-YGR Document 871-2 Filed 01/16/24 Page 3 of 53

Introduction	4
Before You Submit	5
1. Safety	6
1.1 Objectionable Content	6
1.2 User-Generated Content	7
1.2.1 Creator Content	7
1.3 Kids Category	8
1.4 Physical Harm	8
1.5 Developer Information	9
1.6 Data Security	9
1.7 Reporting Criminal Activity	9
2. Performance	10
2.1 App Completeness	10
2.2 Beta Testing	10
2.3 Accurate Metadata	10
2.4 Hardware Compatibility	12
2.5 Software Requirements	14
3. Business	16
3.1 Payments	16
3.1.1 In-App Purchase	16
3.1.1(a) Link to Other Purchase Methods	17
3.1.2 Subscriptions	18
3.1.2(a) Permissible uses	18
3.1.2(b) Upgrades and Downgrades	19
3.1.2(c) Subscription Information	19
3.1.3 Other Purchase Methods	19
3.1.3(a) "Reader" Apps	20
3.1.3(b) Multiplatform Services	20
3.1.3(c) Enterprise Services	20
3.1.3(d) Person-to-Person Services	20
3.1.3(e) Goods and Services Outside of the App	20
3.1.3(f) Free Stand-alone Apps	20
3.1.3(g) Advertising Management Apps	21
3.1.4 Hardware-Specific Content	21
3.1.5 Cryptocurrencies	21

3.1.6 Apple Pay	22
3.2 Other Business Model Issues	22
3.2.1 Acceptable	22
3.2.2 Unacceptable	23
4. Design	24
4.1 Copycats	24
4.2 Minimum Functionality	24
4.2.7 Remote Desktop Clients	25
4.3 Spam	26
4.4 Extensions	26
4.5 Apple Sites and Services	27
4.6 Alternate App Icons	28
4.7 HTML5 Games, Bots, etc.	29
4.8 Sign in with Apple	29
4.9 Streaming games	30
5. Legal	30
5.1 Privacy	30
5.1.1 Data Collection and Storage	31
5.1.2 Data Use and Sharing	32
5.1.3 Health and Health Research	33
5.1.4 Kids	34
5.1.5 Location Services	35
5.2 Intellectual Property	35
5.3 Gaming, Gambling, and Lotteries	36
5.4 VPN Apps	36
5.5 Mobile Device Management	36
5.6 Developer Code of Conduct	37
5.6.1 App Store Reviews	37
5.6.2 Developer Identity	38
5.6.3 Discovery Fraud	38
5.6.4 App Quality	38
After You Submit	38

Introduction

The guiding principle of the App Store is simple—we want to provide a safe experience for users to get apps and a great opportunity for all developers to be successful. We do this by offering a highly curated App Store where every app is reviewed by experts and an editorial team helps users discover new apps every day. For everything else there is always the open Internet. If the App Store model and guidelines are not best for your app or business idea that's okay, we provide Safari for a great web experience too.

On the following pages you will find our latest guidelines arranged into five clear sections: Safety, Performance, Business, Design, and Legal. The App Store is always changing and improving to keep up with the needs of our customers and our products. Your apps should change and improve as well in order to stay on the App Store.

A few other points to keep in mind:

• We have lots of kids downloading lots of apps. Parental controls work great to protect kids, but you have to do your part too. So know that we're keeping an eye out for the kids.

• The App Store is a great way to reach hundreds of millions of people around the world. If you build an app that you just want to show to family and friends, the App Store isn't the best way to do that. Consider using Xcode to install your app on a device for free or use Ad Hoc distribution available to Apple Developer Program members. If you're just getting started, learn more about the <u>Apple Developer Program</u>.

• We strongly support all points of view being represented on the App Store, as long as the apps are respectful to users with differing opinions and the quality of the app experience is great. We will reject apps for any content or behavior that we believe is over the line. What line, you ask? Well, as a Supreme Court Justice once said, "I'll know it when I see it". And we think that you will also know it when you cross it.

• If you attempt to cheat the system (for example, by trying to trick the review process, steal user data, copy another developer's work, manipulate ratings or App Store discovery) your apps will be removed from the store and you will be expelled from the Apple Developer Program.

• You are responsible for making sure everything in your app complies with these guidelines, including ad networks, analytics services, and third-party SDKs, so review and choose them carefully.

• Some features and technologies that are not generally available to developers may be offered as an entitlement for limited use cases. For example, we offer entitlements for CarPlay Audio, HyperVisor, and Privileged File Operations. Review our documentation on developer.apple.com to learn more about entitlements. We hope these guidelines help you sail through the App Review process, and that approvals and rejections remain consistent across the board. This is a living document; new apps presenting new questions may result in new rules at any time. Perhaps your app will trigger this. We love this stuff too, and honor what you do. We're really trying our best to create the best platform in the world for you to express your talents and make a living, too.

Before You Submit

To help your app approval go as smoothly as possible, review the common missteps listed below that can slow down the review process or trigger a rejection. This doesn't replace the guidelines or guarantee approval, but making sure you can check every item on the list is a good start. If your app no longer functions as intended or you're no longer actively supporting it, it will be removed from the App Store. Learn more about App Store Improvements.

Make sure you:

- Test your app for crashes and bugs
- Ensure that all app information and metadata is complete and accurate
- · Update your contact information in case App Review needs to reach you
- Provide App Review with full access to your app. If your app includes account-based features, provide either an active demo account or fully-featured demo mode, plus any other hardware or resources that might be needed to review your app (e.g. login credentials or a sample QR code)
- · Enable backend services so that they're live and accessible during review
- Include detailed explanations of non-obvious features and in-app purchases in the App Review notes, including supporting documentation where appropriate
- Check whether your app follows guidance in other documentation, such as:

Development Guidelines

- UIKit
- AppKit
- WatchKit
- App Extensions
- iOS Data Storage Guidelines
- Apple File System
- App Store Connect Help
- Developer Account Help



Design Guidelines

Human Interface Guidelines

Brand and Marketing Guidelines

- Marketing Resources and Identity Guidelines
- Apple Pay Marketing Guidelines
- Add to Apple Wallet Guidelines
- Guidelines for Using Apple Trademarks and Copyrights

1. Safety

When people install an app from the App Store, they want to feel confident that it's safe to do so —that the app doesn't contain upsetting or offensive content, won't damage their device, and isn't likely to cause physical harm from its use. We've outlined the major pitfalls below, but if you're looking to shock and offend people, the App Store isn't the right place for your app.

1.1 Objectionable Content

Apps should not include content that is offensive, insensitive, upsetting, intended to disgust, in exceptionally poor taste, or just plain creepy. Examples of such content include:

1.1.1 Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups, particularly if the app is likely to humiliate, intimidate, or harm a targeted individual or group. Professional political satirists and humorists are generally exempt from this requirement.

1.1.2 Realistic portrayals of people or animals being killed, maimed, tortured, or abused, or content that encourages violence. "Enemies" within the context of a game cannot solely target a specific race, culture, real government, corporation, or any other real entity.

1.1.3 Depictions that encourage illegal or reckless use of weapons and dangerous objects, or facilitate the purchase of firearms or ammunition.

1.1.4 Overtly sexual or pornographic material, defined as "explicit descriptions or displays of sexual organs or activities intended to stimulate erotic rather than aesthetic or emotional feelings." This includes "hookup" apps and other apps that may include pornography or be used to facilitate prostitution, or human trafficking and exploitation.

1.1.5 Inflammatory religious commentary or inaccurate or misleading quotations of religious texts.

1.1.6 False information and features, including inaccurate device data or trick/joke functionality, such as fake location trackers. Stating that the app is "for entertainment purposes" won't overcome this guideline. Apps that enable anonymous or prank phone calls or SMS/MMS messaging will be rejected.

1.1.7 Harmful concepts which capitalize or seek to profit on recent or current events, such as violent conflicts, terrorist attacks, and epidemics.

1.2 User-Generated Content

Apps with user-generated content present particular challenges, ranging from intellectual property infringement to anonymous bullying. To prevent abuse, apps with user-generated content or social networking services must include:

- · A method for filtering objectionable material from being posted to the app
- · A mechanism to report offensive content and timely responses to concerns
- The ability to block abusive users from the service
- Published contact information so users can easily reach you

Apps with user-generated content or services that end up being used primarily for pornographic content, Chatroulette-style experiences, objectification of real people (e.g. "hot-or-not" voting), making physical threats, or bullying do not belong on the App Store and may be removed without notice. If your app includes user-generated content from a web-based service, it may display incidental mature "NSFW" content, provided that the content is hidden by default and only displayed when the user turns it on via your website.

1.2.1 Creator Content

Apps which feature content from a specific community of users called "creators" are a great opportunity if properly moderated. These apps present a singular, unified experience for customers to interact with various kinds of creator content. They offer tools and programs to help this community of non-developer creators to author, share, and monetize user-generated experiences. These experiences must not change the core features and functionality of the native app—rather, they add content to those structured experiences. These experiences are not native "apps" coded by developers—they are content within the app itself and are treated as user-generated content by App Review. Such creator content may include video, articles, audio, and even casual games. The App Store supports apps offering such user-generated content so long as they follow all Guidelines, including Guideline 1.2 for moderating user-generated content and Guideline 3.1.1 for payments and in-app purchases. Creator apps should share the age rating of the highest age-rated creator content available in the app, and communicate to users which content requires additional purchases.

1.3 Kids Category

The Kids Category is a great way for people to easily find apps that are designed for children. If you want to participate in the Kids Category, you should focus on creating a great experience specifically for younger users. These apps must not include links out of the app, purchasing opportunities, or other distractions to kids unless reserved for a designated area behind a parental gate. Keep in mind that once customers expect your app to follow the Kids Category requirements, it will need to continue to meet these guidelines in subsequent updates, even if you decide to deselect the category. Learn more about <u>parental gates</u>.

You must comply with applicable privacy laws around the world relating to the collection of data from children online. Be sure to review the <u>Privacy section</u> of these guidelines for more information. In addition, Kids Category apps may not send personally identifiable information or device information to third parties. Apps in the Kids Category should not include third-party analytics or third-party advertising. This provides a safer experience for kids. In limited cases, third-party analytics may be permitted provided that the services do not collect or transmit the IDFA or any identifiable information about children (such as name, date of birth, email address), their location, or their devices. This includes any device, network, or other information that could be used directly or combined with other information to identify users and their devices. Third-party contextual advertising may also be permitted in limited cases provided that the services have publicly documented practices and policies for Kids Category apps that include human review of ad creatives for age appropriateness.

1.4 Physical Harm

If your app behaves in a way that risks physical harm, we may reject it. For example:

1.4.1 Medical apps that could provide inaccurate data or information, or that could be used for diagnosing or treating patients may be reviewed with greater scrutiny.

• Apps must clearly disclose data and methodology to support accuracy claims relating to health measurements, and if the level of accuracy or methodology cannot be validated, we will reject your app. For example, apps that claim to take x-rays, measure blood pressure, body temperature, blood glucose levels, or blood oxygen levels using only the sensors on the device are not permitted.

• Apps should remind users to check with a doctor in addition to using the app and before making medical decisions.

If your medical app has received regulatory clearance, please submit a link to that documentation with your app.

1.4.2 Drug dosage calculators must come from the drug manufacturer, a hospital, university, health insurance company, pharmacy or other approved entity, or receive approval by the FDA or one of its international counterparts. Given the potential harm to patients, we need to be sure that the app will be supported and updated over the long term.

1.4.3 Apps that encourage consumption of tobacco and vape products, illegal drugs, or excessive amounts of alcohol are not permitted on the App Store. Apps that encourage minors to consume any of these substances will be rejected. Facilitating the sale of controlled substances (except for licensed pharmacies and licensed or otherwise legal cannabis dispensaries), or tobacco is not allowed.

1.4.4 Apps may only display DUI checkpoints that are published by law enforcement agencies, and should never encourage drunk driving or other reckless behavior such as excessive speed.

1.4.5 Apps should not urge customers to participate in activities (like bets, challenges, etc.) or use their devices in a way that risks physical harm to themselves or others.

1.5 Developer Information

People need to know how to reach you with questions and support issues. Make sure your app and its Support URL include an easy way to contact you; this is particularly important for apps that may be used in the classroom. Failure to include accurate and up-to-date contact information not only frustrates customers, but may violate the law in some countries or regions. Also ensure that Wallet passes include valid contact information from the issuer and are signed with a dedicated certificate assigned to the brand or trademark owner of the pass.

1.6 Data Security

Apps should implement appropriate security measures to ensure proper handling of user information collected pursuant to the Apple Developer Program License Agreement and these Guidelines (see Guideline 5.1 for more information) and prevent its unauthorized use, disclosure, or access by third parties.

1.7 Reporting Criminal Activity

Apps for reporting alleged criminal activity must involve local law enforcement, and can only be offered in countries or regions where such involvement is active.

2. Performance

2.1 App Completeness

Submissions to App Review, including apps you make available for pre-order, should be final versions with all necessary metadata and fully functional URLs included; placeholder text, empty websites, and other temporary content should be scrubbed before submission. Make sure your app has been tested on-device for bugs and stability before you submit it, and include demo account info (and turn on your back-end service!) if your app includes a login. If you are unable to provide a demo account due to legal or security obligations, you may include a built-in demo mode in lieu of a demo account with prior approval by Apple. Ensure the demo mode exhibits your app's full features and functionality. If you offer in-app purchases in your app, make sure they are complete, up-to-date, and visible to the reviewer, or that you explain why not in your review notes. Please don't treat App Review as a software testing service. We will reject incomplete app bundles and binaries that crash or exhibit obvious technical problems.

2.2 Beta Testing

Demos, betas, and trial versions of your app don't belong on the App Store – use TestFlight instead. Any app submitted for beta distribution via TestFlight should be intended for public distribution and should comply with the App Review Guidelines. Note, however, that apps using TestFlight cannot be distributed to testers in exchange for compensation of any kind, including as a reward for crowd-sourced funding. Significant updates to your beta build should be submitted to TestFlight App Review before being distributed to your testers. To learn more, visit the <u>TestFlight Beta Testing</u> page.

2.3 Accurate Metadata

Customers should know what they're getting when they download or buy your app, so make sure all your app metadata, including privacy information, your app description, screenshots, and previews accurately reflect the app's core experience and remember to keep them up-to-date with new versions.

2.3.1 Don't include any hidden, dormant, or undocumented features in your app; your app's functionality should be clear to end users and App Review. All new features, functionality, and product changes must be described with specificity in the Notes for Review section of App Store Connect (generic descriptions will be rejected) and accessible for review. Similarly, marketing your app in a misleading way, such as by promoting content or services that it does not actually offer (e.g. iOS-based virus and malware scanners) or promoting a false price, whether within or outside of the App Store, is grounds for removal of your app from the App Store and termination of your developer account. Egregious or repeated behavior is grounds for removal from the

Case 4:20-cv-05640-YGR Document 871-2 Filed 01/16/24 Page 12 of 53

Apple Developer Program. We work hard to make the App Store a trustworthy ecosystem and expect our app developers to follow suit; if you're dishonest, we don't want to do business with you.

2.3.2 If your app includes in-app purchases, make sure your app description, screenshots, and previews clearly indicate whether any featured items, levels, subscriptions, etc. require additional purchases. If you decide to promote in-app purchases on the App Store, ensure that the in-app purchase Display Name, Screenshot and Description are appropriate for a public audience, that you follow the guidance found in <u>Promoting Your In-App Purchases</u>, and that your app properly handles the <u>SKPaymentTransactionObserver method</u> so that customers can seamlessly complete the purchase when your app launches.

2.3.3 Screenshots should show the app in use, and not merely the title art, login page, or splash screen. They may also include text and image overlays (e.g. to demonstrate input mechanisms, such as an animated touch point or Apple Pencil) and show extended functionality on device, such as Touch Bar.

2.3.4 Previews are a great way for customers to see what your app looks like and what it does. To ensure people understand what they'll be getting with your app, previews may only use video screen captures of the app itself. Stickers and iMessage extensions may show the user experience in the Messages app. You can add narration and video or textual overlays to help explain anything that isn't clear from the video alone.

2.3.5 Select the most appropriate category for your app, and check out the <u>App Store Category</u> <u>Definitions</u> if you need help. If you're way off base, we may change the category for you.

2.3.6 Answer the age rating questions in App Store Connect honestly so that your app aligns properly with parental controls. If your app is mis-rated, customers might be surprised by what they get, or it could trigger an inquiry from government regulators. If your app includes media that requires the display of content ratings or warnings (e.g. films, music, games, etc.), you are responsible for complying with local requirements in each territory where your app is available.

2.3.7 Choose a unique app name, assign keywords that accurately describe your app, and don't try to pack any of your metadata with trademarked terms, popular app names, pricing information, or other irrelevant phrases just to game the system. App names must be limited to 30 characters. Metadata such as app names, subtitles, screenshots, and previews should not include prices, terms, or descriptions that are not specific to the metadata type. App subtitles are a great way to provide additional context for your app; they must follow our standard metadata rules and should not include inappropriate content, reference other apps, or make unverifiable product claims. Apple may modify inappropriate keywords at any time or take other appropriate steps to prevent abuse.

2.3.8 Metadata should be appropriate for all audiences, so make sure your app and in-app purchase icons, screenshots, and previews adhere to a 4+ age rating even if your app is rated higher. For example, if your app is a game that includes violence, select images that don't depict

a gruesome death or a gun pointed at a specific character. Use of terms like "For Kids" and "For Children" in app metadata is reserved for the Kids Category. Remember to ensure your metadata, including app name and icons (small, large, Apple Watch app, alternate icons, etc.), are similar to avoid creating confusion.

2.3.9 You are responsible for securing the rights to use all materials in your app icons, screenshots, and previews, and you should display fictional account information instead of data from a real person.

2.3.10 Make sure your app is focused on the iOS, iPadOS, macOS, tvOS or watchOS experience, and don't include names, icons, or imagery of other mobile platforms in your app or metadata, unless there is specific, approved interactive functionality. Make sure your app metadata is focused on the app itself and its experience. Don't include irrelevant information.

2.3.11 Apps you submit for pre-order on the App Store must be complete and deliverable as submitted. Ensure that the app you ultimately release is not materially different from what you advertise while the app is in a pre-order state. If you make material changes to the app (e.g. change business models), you should restart your pre-order sales.

2.3.12 Apps must clearly describe new features and product changes in their "What's New" text. Simple bug fixes, security updates, and performance improvements may rely on a generic description, but more significant changes must be listed in the notes.

2.3.13 In-app events are timely events that happen within your app. To feature your event on the App Store, it must fall within an event type provided in App Store Connect. All event metadata must be accurate and pertain to the event itself, rather than the app more generally. Events must happen at the times and dates you select in App Store Connect, including across multiple storefronts. You may monetize your event so long as you follow the rules set forth in Section 3 on Business. And your event deep link must direct users to the proper destination within your app. Read In-App Events for detailed guidance on acceptable event metadata and event deep links.

2.4 Hardware Compatibility

2.4.1 To ensure people get the most out of your app, iPhone apps should run on iPad whenever possible. We encourage you to consider building universal apps so customers can use them on all of their devices. Learn more about <u>Universal apps</u>.

2.4.2 Design your app to use power efficiently and be used in a way that does not risk damage to the device. Apps should not rapidly drain battery, generate excessive heat, or put unnecessary strain on device resources. For example, apps should not encourage placing the device under a mattress or pillow while charging or perform excessive write cycles to the solid

state drive. Apps, including any third-party advertisements displayed within them, may not run unrelated background processes, such as cryptocurrency mining.

2.4.3 People should be able to use your Apple TV app without the need for hardware inputs beyond the Siri remote or third-party game controllers, but feel free to provide enhanced functionality when other peripherals are connected. If you require a game controller, make sure you clearly explain that in your metadata so customers know they need additional equipment to play.

2.4.4 Apps should never suggest or require a restart of the device or modifications to system settings unrelated to the core functionality of the app. For example, don't encourage users to turn off Wi-Fi, disable security features, etc.

2.4.5 Apps distributed via the Mac App Store have some additional requirements to keep in mind:

(i) They must be appropriately sandboxed, and follow <u>macOS File System Documentation</u>. They should also only use the appropriate macOS APIs for modifying user data stored by other apps (e.g. bookmarks, Address Book, or Calendar entries).

(ii) They must be packaged and submitted using technologies provided in Xcode; no thirdparty installers allowed. They must also be self-contained, single app installation bundles and cannot install code or resources in shared locations.

(iii) They may not auto-launch or have other code run automatically at startup or login without consent nor spawn processes that continue to run without consent after a user has quit the app. They should not automatically add their icons to the Dock or leave shortcuts on the user desktop.

(iv) They may not download or install standalone apps, kexts, additional code, or resources to add functionality or significantly change the app from what we see during the review process.

(v) They may not request escalation to root privileges or use setuid attributes.

(vi) They may not present a license screen at launch, require license keys, or implement their own copy protection.

(vii) They must use the Mac App Store to distribute updates; other update mechanisms are not allowed.

(viii) Apps should run on the currently shipping OS and may not use deprecated or optionally installed technologies (e.g. Java)

(ix) Apps must contain all language and localization support in a single app bundle.

2.5 Software Requirements

2.5.1 Apps may only use public APIs and must run on the currently shipping OS. Learn more about <u>public APIs</u>. Keep your apps up-to-date and make sure you phase out any deprecated features, frameworks or technologies that will no longer be supported in future versions of an OS. Apps should use APIs and frameworks for their intended purposes and indicate that integration in their app description. For example, the HomeKit framework should provide home automation services; and HealthKit should be used for health and fitness purposes and integrate with the Health app.

2.5.2 Apps should be self-contained in their bundles, and may not read or write data outside the designated container area, nor may they download, install, or execute code which introduces or changes features or functionality of the app, including other apps. Educational apps designed to teach, develop, or allow students to test executable code may, in limited circumstances, download code provided that such code is not used for other purposes. Such apps must make the source code provided by the app completely viewable and editable by the user.

2.5.3 Apps that transmit viruses, files, computer code, or programs that may harm or disrupt the normal operation of the operating system and/or hardware features, including Push Notifications and Game Center, will be rejected. Egregious violations and repeat behavior will result in removal from the Apple Developer Program.

2.5.4 Multitasking apps may only use background services for their intended purposes: VoIP, audio playback, location, task completion, local notifications, etc.

2.5.5 Apps must be fully functional on IPv6-only networks.

2.5.6 Apps that browse the web must use the appropriate WebKit framework and WebKit JavaScript.

2.5.7 Video streaming content over a cellular network longer than 10 minutes must use HTTP Live Streaming and include a baseline 192 kbps HTTP Live stream.

2.5.8 Apps that create alternate desktop/home screen environments or simulate multi-app widget experiences will be rejected.

2.5.9 Apps that alter or disable the functions of standard switches, such as the Volume Up/Down and Ring/Silent switches, or other native user interface elements or behaviors will be rejected. For example, apps should not block links out to other apps or other features that users would expect to work a certain way. Learn more about proper handling of <u>links</u>.

2.5.10 Apps should not be submitted with empty ad banners or test advertisements.

2.5.11 SiriKit and Shortcuts

(i) Apps integrating SiriKit and Shortcuts should only sign up for intents they can handle without the support of an additional app and that users would expect from the stated functionality. For example, if your app is a meal planning app, you should not incorporate an intent to start a workout, even if the app shares integration with a fitness app.

(ii) Ensure that the vocabulary and phrases in your plist pertains to your app and the Siri functionality of the intents the app has registered for. Aliases must relate directly to your app or company name and should not be generic terms or include third-party app names or services.

(iii) Resolve the Siri request or Shortcut in the most direct way possible and do not insert ads or other marketing between the request and its fulfillment. Only request a disambiguation when required to complete the task (e.g. asking the user to specify a particular type of workout).

2.5.12 Apps using CallKit or including an SMS Fraud Extension should only block phone numbers that are confirmed spam. Apps that include call-, SMS-, and MMS- blocking functionality or spam identification must clearly identify these features in their marketing text and explain the criteria for their blocked and spam lists. You may not use the data accessed via these tools for any purpose not directly related to operating or improving your app or extension (e.g. you may not use, share, or sell it for tracking purposes, creating user profiles, etc.).

2.5.13 Apps using facial recognition for account authentication must use <u>LocalAuthentication</u> (and not ARKit or other facial recognition technology) where possible, and must use an alternate authentication method for users under 13 years old.

2.5.14 Apps must request explicit user consent and provide a clear visual and/or audible indication when recording, logging, or otherwise making a record of user activity. This includes any use of the device camera, microphone, screen recordings, or other user inputs.

2.5.15 Apps that enable users to view and select files should include items from the Files app and the user's iCloud documents.

2.5.16 App Clips, widgets, extensions, and notifications should be related to the content and functionality of your app. Additionally, all App Clip features and functionality must be included in the main app binary. App Clips cannot contain advertising.

2.5.17 Apps that support Matter must use Apple's support framework for Matter to initiate pairing. In addition, if you choose to use any Matter software component in your app other than the Matter SDK provided by Apple, the software component must be certified by the <u>Connectivity Standards Alliance</u> for the platform it runs on.

2.5.18 Display advertising should be limited to your main app binary, and should not be included in extensions, App Clips, widgets, notifications, keyboards, watchOS apps, etc. Ads displayed in an app must be appropriate for the app's age rating, allow the user to see all information used to target them for that ad (without requiring the user to leave the app), and may not engage in targeted or behavioral advertising based on sensitive user data such as health/medical data (e.g. from the HealthKit APIs), school and classroom data (e.g. from ClassKit), or from kids (e.g. from apps in the Kids Category), etc. Interstitial ads or ads that interrupt or block the user experience must clearly indicate that they are an ad, must not manipulate or trick users into tapping into them, and must provide easily accessible and visible close/skip buttons large enough for people to easily dismiss the ad. Apps that contain ads must also include the ability for users to report any inappropriate or age-inappropriate ads.

3. Business

There are many ways to monetize your app on the App Store. If your business model isn't obvious, make sure to explain in its metadata and App Review notes. If we can't understand how your app works or your in-app purchases aren't immediately obvious, it will delay your review and may trigger a rejection. And while pricing is up to you, we won't distribute apps and in-app purchase items that are clear rip-offs. We'll reject expensive apps that try to cheat users with irrationally high prices.

If we find that you have attempted to manipulate reviews, inflate your chart rankings with paid, incentivized, filtered, or fake feedback, or engage with third-party services to do so on your behalf, we will take steps to preserve the integrity of the App Store, which may include expelling you from the Apple Developer Program.

3.1 Payments

3.1.1 In-App Purchase

- If you want to unlock features or functionality within your app, (by way of example: subscriptions, in-game currencies, game levels, access to premium content, or unlocking a full version), you must use in-app purchase. Apps may not use their own mechanisms to unlock content or functionality, such as license keys, augmented reality markers, QR codes, cryptocurrencies and cryptocurrency wallets, etc.
- Apps may use in-app purchase currencies to enable customers to "tip" the developer or digital content providers in the app.

- Any credits or in-game currencies purchased via in-app purchase may not expire, and you should make sure you have a restore mechanism for any restorable in-app purchases.
- Apps may enable gifting of items that are eligible for in-app purchase to others. Such gifts may only be refunded to the original purchaser and may not be exchanged.
- Apps distributed via the Mac App Store may host plug-ins or extensions that are enabled with mechanisms other than the App Store.
- Apps offering "loot boxes" or other mechanisms that provide randomized virtual items for purchase must disclose the odds of receiving each type of item to customers prior to purchase.
- Digital gift cards, certificates, vouchers, and coupons which can be redeemed for digital goods or services can only be sold in your app using in-app purchase. Physical gift cards that are sold within an app and then mailed to customers may use payment methods other than in-app purchase.
- Non-subscription apps may offer a free time-based trial period before presenting a full unlock option by setting up a Non-Consumable IAP item at Price Tier 0 that follows the naming convention: "XX-day Trial." Prior to the start of the trial, your app must clearly identify its duration, the content or services that will no longer be accessible when the trial ends, and any downstream charges the user would need to pay for full functionality. Learn more about managing content access and the duration of the trial period using <u>Receipts</u> and <u>Device Check</u>.
- Apps may use in-app purchase to sell and sell services related to non-fungible tokens (NFTs), such as minting, listing, and transferring. Apps may allow users to view their own NFTs, provided that NFT ownership does not unlock features or functionality within the app. Apps may allow users to browse NFT collections owned by others, provided that the apps may not include buttons, external links, or other calls to action that direct customers to purchasing mechanisms other than in-app purchase.

3.1.1(a) Link to Other Purchase Methods

Developers may apply for an entitlement to provide a link in their app to a web site the developer owns or maintains responsibility for in order to purchase such items. Learn more about the <u>entitlement</u>. In accordance with the entitlement agreement, the link may inform users about where and how to purchase those in-app purchase items, and the fact that such items may be available for a comparatively lower price. The entitlement is limited to use only in the iOS or iPadOS App Store on the United States storefront. In all other storefronts, apps and their metadata may not include buttons, external links, or other calls to action that direct customers to purchasing mechanisms other than in-app purchase. If your app engages in misleading marketing practices, scams, or fraud in relation to the entitlement, your app will be removed from the App Store and you may be removed from the Apple Developer Program.

3.1.2 Subscriptions

Apps may offer auto-renewing in-app purchase subscriptions, regardless of category on the App Store. When incorporating auto-renewable subscriptions into your app, be sure to follow the guidelines below.

3.1.2(a) Permissible uses

If you offer an auto-renewing subscription, you must provide ongoing value to the customer, and the subscription period must last at least seven days and be available across all of the user's devices. While the following list is not exhaustive, examples of appropriate subscriptions include: new game levels; episodic content; multiplayer support; apps that offer consistent, substantive updates; access to large collections of, or continually updated, media content; software as a service ("SAAS"); and cloud support. In addition:

- Subscriptions may be offered alongside à la carte offerings (e.g. you may offer a subscription to an entire library of films as well the purchase or rental of a single movie).
- You may offer a single subscription that is shared across your own apps and services.
- Games offered in a streaming game service subscription may offer a single subscription that is shared across third-party apps and services; however, they must be downloaded directly from the App Store, must be designed to avoid duplicate payment by a subscriber, and should not disadvantage non-subscriber customers.
- Subscriptions must work on all of the user's devices where the app is available. Learn more about <u>sharing a subscription across your apps</u>.
- Apps must not force users to rate the app, review the app, download other apps, or other similar actions in order to access functionality, content, or use of the app.
- As with all apps, those offering subscriptions should allow a user to get what they've paid for without performing additional tasks, such as posting on social media, uploading contacts, checking in to the app a certain number of times, etc.
- Subscriptions may include consumable credits, gems, in-game currencies, etc., and you may offer subscriptions that include access to discounted consumable goods (e.g. a platinum membership that exposes gem-packs for a reduced price).

- If you are changing your existing app to a subscription-based business model, you should not take away the primary functionality existing users have already paid for. For example, let customers who have already purchased a "full game unlock" continue to access the full game after you introduce a subscription model for new customers.
- Auto-renewing subscription apps may offer a free trial period to customers by providing the relevant information set forth in App Store Connect. Learn more about providing subscription <u>offers</u>.
- Apps that attempt to scam users will be removed from the App Store. This includes apps that attempt to trick users into purchasing a subscription under false pretenses or engage in baitand-switch and scam practices; these will be removed from the App Store and you may be removed from the Apple Developer Program.
- Cellular carrier apps may include auto-renewing music and video subscriptions when purchased in bundles with new cellular data plans, with prior approval by Apple. Other auto-renewing subscriptions may also be included in bundles when purchased with new cellular data plans, with prior approval by Apple, if the cellular carrier apps support in-app purchase for users. Such subscriptions cannot include access to or discounts on consumable items, and the subscriptions must terminate coincident with the cellular data plan.

3.1.2(b) Upgrades and Downgrades

Users should have a seamless upgrade/downgrade experience and should not be able to inadvertently subscribe to multiple variations of the same thing. Review <u>best practices</u> on managing your subscription upgrade and downgrade options.

3.1.2(c) Subscription Information

Before asking a customer to subscribe, you should clearly describe what the user will get for the price. How many issues per month? How much cloud storage? What kind of access to your service? Ensure you clearly communicate the requirements described in Schedule 2 of the Apple Developer Program License Agreement, found in <u>Agreements, Tax, and Banking</u>.

3.1.3 Other Purchase Methods

The following apps may use purchase methods other than in-app purchase. Apps in this section cannot, within the app, encourage users to use a purchasing method other than in-app purchase, except as set forth in 3.1.3(a). Developers can send communications outside of the app to their user base about purchasing methods other than in-app purchase.

3.1.3(a) "Reader" Apps

Apps may allow a user to access previously purchased content or content subscriptions (specifically: magazines, newspapers, books, audio, music, and video). Reader apps may offer account creation for free tiers, and account management functionality for existing customers. Reader app developers may apply for the External Link Account Entitlement to provide an informational link in their app to a web site the developer owns or maintains responsibility for in order to create or manage an account. Learn more about the External Link Account Entitlement.

3.1.3(b) Multiplatform Services

Apps that operate across multiple platforms may allow users to access content, subscriptions, or features they have acquired in your app on other platforms or your web site, including consumable items in multi-platform games, provided those items are also available as in-app purchases within the app.

3.1.3(c) Enterprise Services

If your app is only sold directly by you to organizations or groups for their employees or students (for example professional databases and classroom management tools), you may allow enterprise users to access previously-purchased content or subscriptions. Consumer, single user, or family sales must use in-app purchase.

3.1.3(d) Person-to-Person Services

If your app enables the purchase of real-time person-to-person services between two individuals (for example tutoring students, medical consultations, real estate tours, or fitness training), you may use purchase methods other than in-app purchase to collect those payments. One-to-few and one-to-many real-time services must use in-app purchase.

3.1.3(e) Goods and Services Outside of the App

If your app enables people to purchase physical goods or services that will be consumed outside of the app, you must use purchase methods other than in-app purchase to collect those payments, such as Apple Pay or traditional credit card entry.

3.1.3(f) Free Stand-alone Apps

Free apps acting as a stand-alone companion to a paid web based tool (eg. VOIP, Cloud Storage, Email Services, Web Hosting) do not need to use in-app purchase, provided there is no purchasing inside the app, or calls to action for purchase outside of the app.

3.1.3(g) Advertising Management Apps

Apps for the sole purpose of allowing advertisers (persons or companies that advertise a product, service, or event) to purchase and manage advertising campaigns across media types (television, outdoor, websites, apps, etc.) do not need to use in-app purchase. These apps are intended for campaign management purposes and do not display the advertisements themselves. Digital purchases for content that is experienced or consumed in an app, including buying advertisements to display in the same app (such as sales of "boosts" for posts in a social media app) must use in-app purchase.

3.1.4 Hardware-Specific Content

In limited circumstances, such as when features are dependent upon specific hardware to function, the app may unlock that functionality without using in-app purchase (e.g. an astronomy app that adds features when synced with a telescope). App features that work in combination with an approved physical product (such as a toy) on an optional basis may unlock functionality without using in-app purchase, provided that an in-app purchase option is available as well. You may not, however, require users to purchase unrelated products or engage in advertising or marketing activities to unlock app functionality.

3.1.5 Cryptocurrencies

(i) Wallets: Apps may facilitate virtual currency storage, provided they are offered by developers enrolled as an organization.

(ii) Mining: Apps may not mine for cryptocurrencies unless the processing is performed off device (e.g. cloud-based mining).

(iii) Exchanges: Apps may facilitate transactions or transmissions of cryptocurrency on an approved exchange, provided they are offered only in countries or regions where the app has appropriate licensing and permissions to provide a cryptocurrency exchange.

(iv) Initial Coin Offerings: Apps facilitating Initial Coin Offerings ("ICOs"), cryptocurrency futures trading, and other crypto-securities or quasi-securities trading must come from established banks, securities firms, futures commission merchants ("FCM"), or other approved financial institutions and must comply with all applicable law.

(v) Cryptocurrency apps may not offer currency for completing tasks, such as downloading other apps, encouraging other users to download, posting to social networks, etc.

3.1.6 Apple Pay

Apps using Apple Pay must provide all material purchase information to the user prior to sale of any good or service and must use Apple Pay branding and user interface elements correctly, as described in the <u>Apple Pay Marketing Guidelines</u> and <u>Human Interface Guidelines</u>. Apps using Apple Pay to offer recurring payments must, at a minimum, disclose the following information:

- The length of the renewal term and the fact that it will continue until canceled
- What will be provided during each period
- The actual charges that will be billed to the customer
- How to cancel

3.2 Other Business Model Issues

The lists below are not exhaustive, and your submission may trigger a change or update to our policies, but here are some additional dos and don'ts to keep in mind:

3.2.1 Acceptable

(i) Displaying your own apps for purchase or promotion within your app, provided the app is not merely a catalog of your apps.

(ii) Displaying or recommending a collection of third-party apps that are designed for a specific approved need (e.g. health management, aviation, accessibility). Your app should provide robust editorial content so that it doesn't seem like a mere storefront.

(iii) Disabling access to specific approved rental content (e.g. films, television programs, music, books) after the rental period has expired; all other items and services may not expire.

(iv) Wallet passes can be used to make or receive payments, transmit offers, or offer identification (such as movie tickets, coupons, and VIP credentials). Other uses may result in the rejection of the app and the revocation of Wallet credentials.

(v) Insurance apps must be free, in legal compliance in the regions distributed, and cannot use in-app purchase.

(vi) Approved nonprofits may fundraise directly within their own apps or third-party apps, provided those fundraising campaigns adhere to all App Review Guidelines and offer Apple Pay support. These apps must disclose how the funds will be used, abide by all required local and federal laws, and ensure appropriate tax receipts are available to donors. Additional information shall be provided to App Review upon request. Nonprofit platforms that connect

donors to other nonprofits must ensure that every nonprofit listed in the app has also gone through the nonprofit approval process. Learn more about becoming an <u>approved nonprofit</u>.

(vii) Apps may enable individual users to give a monetary gift to another individual without using in-app purchase, provided that (a) the gift is a completely optional choice by the giver, and (b) 100% of the funds go to the receiver of the gift. However, a gift that is connected to or associated at any point in time with receiving digital content or services must use in-app purchase.

(viii) Apps used for financial trading, investing, or money management should be submitted by the financial institution performing such services.

3.2.2 Unacceptable

(i) Creating an interface for displaying third-party apps, extensions, or plug-ins similar to the App Store or as a general-interest collection.

(ii) Monetizing built-in capabilities provided by the hardware or operating system, such as Push Notifications, the camera, or the gyroscope; or Apple services, such as Apple Music access or iCloud storage.

(iii) Artificially increasing the number of impressions or click-throughs of ads, as well as apps that are designed predominantly for the display of ads.

(iv) Unless you are an approved nonprofit or otherwise permitted under Section 3.2.1 (vi) above, collecting funds within the app for charities and fundraisers. Apps that seek to raise money for such causes must be free on the App Store and may only collect funds outside of the app, such as via Safari or SMS.

(v) Arbitrarily restricting who may use the app, such as by location or carrier.

(vi) Apps should allow a user to get what they've paid for without performing additional tasks, such as posting on social media, uploading contacts, checking in to the app a certain number of times, etc. Apps should not require users to rate the app, review the app, watch videos, download other apps, tap on advertisements, enable tracking, or take other similar actions in order to access functionality, content, use the app, or receive monetary or other compensation, including but not limited to gift cards and codes.

(vii) Artificially manipulating a user's visibility, status, or rank on other services unless permitted by that service's Terms and Conditions.

(viii) Apps that facilitate binary options trading are not permitted on the App Store. Consider a web app instead. Apps that facilitate trading in contracts for difference ("CFDs") or other

derivatives (e.g. FOREX) must be properly licensed in all jurisdictions where the service is available.

(ix) Apps offering personal loans must clearly and conspicuously disclose all loan terms, including but not limited to equivalent maximum Annual Percentage Rate (APR) and payment due date. Apps may not charge a maximum APR higher than 36%, including costs and fees, and may not require repayment in full in 60 days or less.

4. Design

Apple customers place a high value on products that are simple, refined, innovative, and easy to use, and that's what we want to see on the App Store. Coming up with a great design is up to you, but the following are minimum standards for approval to the App Store. And remember that even after your app has been approved, you should update your app to ensure it remains functional and engaging to new and existing customers. Apps that stop working or offer a degraded experience may be removed from the App Store at any time.

4.1 Copycats

Come up with your own ideas. We know you have them, so make yours come to life. Don't simply copy the latest popular app on the App Store, or make some minor changes to another app's name or UI and pass it off as your own. In addition to risking an intellectual property infringement claim, it makes the App Store harder to navigate and just isn't fair to your fellow developers. Submitting apps which impersonate other apps or services is considered a violation of the Developer Code of Conduct and may result in removal from the Apple Developer Program.

4.2 Minimum Functionality

Your app should include features, content, and UI that elevate it beyond a repackaged website. If your app is not particularly useful, unique, or "app-like," it doesn't belong on the App Store. If your App doesn't provide some sort of lasting entertainment value or adequate utility, it may not be accepted. Apps that are simply a song or movie should be submitted to the iTunes Store. Apps that are simply a book or game guide should be submitted to the Apple Books Store.

4.2.1 Apps using ARKit should provide rich and integrated augmented reality experiences; merely dropping a model into an AR view or replaying animation is not enough.

4.2.2 Other than catalogs, apps shouldn't primarily be marketing materials, advertisements, web clippings, content aggregators, or a collection of links.

4.2.3

(i) Your app should work on its own without requiring installation of another app to function.

(ii) If your app needs to download additional resources in order to function on initial launch, disclose the size of the download and prompt users before doing so.

4.2.4 Apple Watch apps that appear to be a watch face are confusing, because people will expect them to work with device features such as swipes, notifications, and third-party complications. Creative ways of expressing time as an app interface is great (say, a tide clock for surfers), but if your app comes too close to resembling a watch face, we will reject it.

4.2.5 Apps that are primarily iCloud and iCloud Drive file managers need to include additional app functionality to be approved.

4.2.6 Apps created from a commercialized template or app generation service will be rejected unless they are submitted directly by the provider of the app's content. These services should not submit apps on behalf of their clients and should offer tools that let their clients create customized, innovative apps that provide unique customer experiences. Another acceptable option for template providers is to create a single binary to host all client content in an aggregated or "picker" model, for example as a restaurant finder app with separate customized entries or pages for each client restaurant, or as an event app with separate entries for each client event.

4.2.7 Remote Desktop Clients

If your remote desktop app acts as a mirror of specific software or services rather than a generic mirror of the host device, it must comply with the following:

(a) The app must only connect to a user-owned host device that is a personal computer or dedicated game console owned by the user, and both the host device and client must be connected on a local and LAN-based network.

(b) Any software or services appearing in the client are fully executed on the host device, rendered on the screen of the host device, and may not use APIs or platform features beyond what is required to stream the Remote Desktop.

(c) All account creation and management must be initiated from the host device.

(d) The UI appearing on the client does not resemble an iOS or App Store view, does not provide a store-like interface, or include the ability to browse, select, or purchase software not already owned or licensed by the user. For the sake of clarity, transactions taking place within mirrored software do not need to use in-app purchase, provided the transactions are processed on the host device.

(e) Thin clients for cloud-based apps are not appropriate for the App Store.

4.3 Spam

Don't create multiple Bundle IDs of the same app. If your app has different versions for specific locations, sports teams, universities, etc., consider submitting a single app and provide the variations using in-app purchase. Also avoid piling on to a category that is already saturated; the App Store has enough fart, burp, flashlight, fortune telling, dating, drinking games, and Kama Sutra apps, etc. already. We will reject these apps unless they provide a unique, high-quality experience. Spamming the store may lead to your removal from the Apple Developer Program.

4.4 Extensions

Apps hosting or containing extensions must comply with the <u>App Extension Programming Guide</u>, the <u>Safari App Extensions documentation</u>, or the <u>Safari Web Extensions documentation</u> and should include some functionality, such as help screens and settings interfaces where possible. You should clearly and accurately disclose what extensions are made available in the app's marketing text, and the extensions may not include marketing, advertising, or in-app purchases.

4.4.1 Keyboard extensions have some additional rules.

They must:

- Provide keyboard input functionality (e.g. typed characters);
- · Follow Sticker guidelines if the keyboard includes images or emoji;
- · Provide a method for progressing to the next keyboard;
- · Remain functional without full network access and without requiring full access;
- Collect user activity only to enhance the functionality of the user's keyboard extension on the iOS device.

They must not:

- Launch other apps besides Settings; or
- Repurpose keyboard buttons for other behaviors (e.g. holding down the "return" key to launch the camera).

4.4.2 Safari extensions must run on the current version of Safari on the relevant Apple operating system. They may not interfere with System or Safari UI elements and must never include malicious or misleading content or code. Violating this rule will lead to removal from the Apple Developer Program. Safari extensions should not claim access to more websites than strictly necessary to function.

4.4.3 Stickers

Stickers are a great way to make Messages more dynamic and fun, letting people express themselves in clever, funny, meaningful ways. Whether your app contains a sticker extension or you're creating free-standing sticker packs, its content shouldn't offend users, create a negative experience, or violate the law.

(i) In general, if it wouldn't be suitable for the App Store, it doesn't belong in a sticker.

(ii) Consider regional sensitivities, and do not make your sticker pack available in a country or region where it could be poorly received or violate local law.

(iii) If we don't understand what your stickers mean, include a clear explanation in your review notes to avoid any delays in the review process.

(iv) Ensure your stickers have relevance beyond your friends and family; they should not be specific to personal events, groups, or relationships.

(v) You must have all the necessary copyright, trademark, publicity rights, and permissions for the content in your stickers, and shouldn't submit anything unless you're authorized to do so. Keep in mind that you must be able to provide verifiable documentation upon request. Apps with sticker content you don't have rights to use will be removed from the App Store and repeat offenders will be removed from the Apple Developer Program. If you believe your content has been infringed by another provider, <u>submit a claim here</u>.

4.5 Apple Sites and Services

4.5.1 Apps may use approved Apple RSS feeds such as the iTunes Store RSS feed, but may not scrape any information from Apple sites (e.g. apple.com, the iTunes Store, App Store, App Store Connect, developer portal, etc.) or create rankings using this information.

4.5.2 Apple Music

(i) MusicKit on iOS lets users play Apple Music and their local music library natively from your apps and games. When a user provides permission to their Apple Music account, your app can create playlists, add songs to their library, and play any of the millions of songs in the Apple Music catalog. Users must initiate the playback of an Apple Music stream and be able to navigate using standard media controls such as "play," "pause," and "skip." Moreover, your app may not require payment or indirectly monetize access to the Apple Music service (e.g. in-app purchase, advertising, requesting user info, etc.). Do not download, upload, or enable sharing of music files sourced from the MusicKit APIs, except as explicitly permitted in <u>MusicKit</u> documentation.

(ii) Using the MusicKit APIs is not a replacement for securing the licenses you might need for a deeper or more complex music integration. For example, if you want your app to play a specific song at a particular moment, or to create audio or video files that can be shared to social media, you'll need to contact rights-holders directly to get their permission (e.g. synchronization or adaptation rights) and assets. Cover art and other metadata may only be used in connection with music playback or playlists (including App Store screenshots displaying your app's functionality), and should not be used in any marketing or advertising without getting specific authorization from rights-holders. Make sure to follow the <u>Apple Music Identity Guidelines</u> when integrating Apple Music services in your app.

(iii) Apps that access Apple Music user data, such as playlists and favorites, must clearly disclose this access in the purpose string. Any data collected may not be shared with third parties for any purpose other than supporting or improving the app experience. This data may not be used to identify users or devices, or to target advertising.

4.5.3 Do not use Apple Services to spam, phish, or send unsolicited messages to customers, including Game Center, Push Notifications, etc. Do not attempt to reverse lookup, trace, relate, associate, mine, harvest, or otherwise exploit Player IDs, aliases, or other information obtained through Game Center, or you will be removed from the Apple Developer Program.

4.5.4 Push Notifications must not be required for the app to function, and should not be used to send sensitive personal or confidential information. Push Notifications should not be used for promotions or direct marketing purposes unless customers have explicitly opted in to receive them via consent language displayed in your app's UI, and you provide a method in your app for a user to opt out from receiving such messages. Abuse of these services may result in revocation of your privileges.

4.5.5 Only use Game Center Player IDs in a manner approved by the Game Center terms and do not display them in the app or to any third party.

4.5.6 Apps may use Unicode characters that render as Apple emoji in their app and app metadata. Apple emoji may not be used on other platforms or embedded directly in your app binary.

4.6 Alternate App Icons

Apps may display customized icons, for example, to reflect a sports team preference, provided that each change is initiated by the user and the app includes settings to revert to the original icon. All icon variants must relate to the content of the app and changes should be consistent across all system assets, so that the icons displayed in Settings, Notifications, etc. match the new springboard icon. This feature may not be used for dynamic, automatic, or serial changes, such as to reflect up-to-date weather information, calendar notifications, etc.

4.7 HTML5 Games, Bots, etc.

Apps may contain or run code that is not embedded in the binary (e.g. HTML5-based games, bots, etc.), as long as code distribution isn't the main purpose of the app, the code is not offered in a store or store-like interface, and provided that the software adheres to the additional rules that follow in 4.7.1 and 4.7.2. These additional rules are important to preserve the experience that App Store customers expect, and to help ensure user safety.

4.7.1 Software offered under this rule must:

- be free or purchased using in-app purchase;
- only use capabilities available in a standard WebKit view (e.g. it must open and run natively in Safari without modifications or additional software); and use WebKit and JavaScript Core to run third-party software and should not attempt to extend or expose native platform APIs to thirdparty software;
- be offered by developers that have joined the Apple Developer Program and signed the Apple Developer Program License Agreement;
- · not provide access to real money gaming;
- adhere to the terms of these App Store Review Guidelines (e.g. do not include objectionable content); and
- not offer digital goods or services for sale.

4.7.2 Upon request, you must provide an index of software and metadata available in your app. It must include Apple Developer Program Team IDs for the providers of the software along with a URL which App Review can use to confirm that the software complies with the requirements above.

4.8 Sign in with Apple

Apps that use a third-party or social login service (such as Facebook Login, Google Sign-In, Sign in with Twitter, Sign In with LinkedIn, Login with Amazon, or WeChat Login) to set up or authenticate the user's primary account with the app must also offer Sign in with Apple as an equivalent option. A user's primary account is the account they establish with your app for the purposes of identifying themselves, signing in, and accessing your features and associated services.

Sign in with Apple is not required if:

- Your app exclusively uses your company's own account setup and sign-in systems.
- Your app is an education, enterprise, or business app that requires the user to sign in with an existing education or enterprise account.

- Your app uses a government or industry-backed citizen identification system or electronic ID to authenticate users.
- Your app is a client for a specific third-party service and users are required to sign in to their mail, social media, or other third-party account directly to access their content.

4.9 Streaming games

Streaming games are permitted so long as they adhere to all guidelines—for example, each game update must be submitted for review, developers must provide appropriate metadata for search, games must use in-app purchase to unlock features or functionality, etc. Of course, there is always the open Internet and web browser apps to reach all users outside of the App Store.

4.9.1 Each streaming game must be submitted to the App Store as an individual app so that it has an App Store product page, appears in charts and search, has user ratings and review, can be managed with ScreenTime and other parental control apps, appears on the user's device, etc.

4.9.2 Streaming game services may offer a catalog app on the App Store to help users sign up for the service and find the games on the App Store, provided that the app adheres to all guidelines, including offering users the option to pay for a subscription with in-app purchase and use Sign in with Apple. All the games included in the catalog app must link to an individual App Store product page.

5. Legal

Apps must comply with all legal requirements in any location where you make them available (if you're not sure, check with a lawyer). We know this stuff is complicated, but it is your responsibility to understand and make sure your app conforms with all local laws, not just the guidelines below. And of course, apps that solicit, promote, or encourage criminal or clearly reckless behavior will be rejected. In extreme cases, such as apps that are found to facilitate human trafficking and/or the exploitation of children, appropriate authorities will be notified.

5.1 Privacy

Protecting user privacy is paramount in the Apple ecosystem, and you should use care when handling personal data to ensure you've complied with <u>privacy best practices</u>, applicable laws, and the terms of the <u>Apple Developer Program License Agreement</u>, not to mention customer expectations. More particularly:

5.1.1 Data Collection and Storage

(i) **Privacy Policies:** All apps must include a link to their privacy policy in the App Store Connect metadata field and within the app in an easily accessible manner. The privacy policy must clearly and explicitly:

- Identify what data, if any, the app/service collects, how it collects that data, and all uses of that data.
- Confirm that any third party with whom an app shares user data (in compliance with these Guidelines)—such as analytics tools, advertising networks and third-party SDKs, as well as any parent, subsidiary or other related entities that will have access to user data—will provide the same or equal protection of user data as stated in the app's privacy policy and required by these Guidelines.
- Explain its data retention/deletion policies and describe how a user can revoke consent and/or request deletion of the user's data.

(ii) Permission: Apps that collect user or usage data must secure user consent for the collection, even if such data is considered to be anonymous at the time of or immediately following collection. Paid functionality must not be dependent on or require a user to grant access to this data. Apps must also provide the customer with an easily accessible and understandable way to withdraw consent. Ensure your purpose strings clearly and completely describe your use of the data. Apps that collect data for a legitimate interest without consent by relying on the terms of the European Union's General Data Protection Regulation ("GDPR") or similar statute must comply with all terms of that law. Learn more about <u>Requesting Permission</u>.

(iii) **Data Minimization:** Apps should only request access to data relevant to the core functionality of the app and should only collect and use data that is required to accomplish the relevant task. Where possible, use the out-of-process picker or a share sheet rather than requesting full access to protected resources like Photos or Contacts.

(iv) Access: Apps must respect the user's permission settings and not attempt to manipulate, trick, or force people to consent to unnecessary data access. For example, apps that include the ability to post photos to a social network must not also require microphone access before allowing the user to upload photos. Where possible, provide alternative solutions for users who don't grant consent. For example, if a user declines to share Location, offer the ability to manually enter an address.

(v) Account Sign-In: If your app doesn't include significant account-based features, let people use it without a login. If your app supports account creation, you must also <u>offer</u> <u>account deletion within the app</u>. Apps may not require users to enter personal information to

function, except when directly relevant to the core functionality of the app or required by law. If your core app functionality is not related to a specific social network (e.g. Facebook, WeChat, Weibo, Twitter, etc.), you must provide access without a login or via another mechanism. Pulling basic profile information, sharing to the social network, or inviting friends to use the app are not considered core app functionality. The app must also include a mechanism to revoke social network credentials and disable data access between the app and social network from within the app. An app may not store credentials or tokens to social networks off of the device and may only use such credentials or tokens to directly connect to the social network from the app itself while the app is in use.

(vi) Developers that use their apps to surreptitiously discover passwords or other private data will be removed from the Apple Developer Program.

(vii) SafariViewController must be used to visibly present information to users; the controller may not be hidden or obscured by other views or layers. Additionally, an app may not use SafariViewController to track users without their knowledge and consent.

(viii) Apps that compile personal information from any source that is not directly from the user or without the user's explicit consent, even public databases, are not permitted on the App Store.

(ix) Apps that provide services in highly regulated fields (such as banking and financial services, healthcare, gambling, legal cannabis use, and air travel) or that require sensitive user information should be submitted by a legal entity that provides the services, and not by an individual developer. Apps that facilitate the legal sale of cannabis must be geo-restricted to the corresponding legal jurisdiction.

(x) Apps may request basic contact information (such as name and email address) so long as the request is optional for the user, features and services are not conditional on providing the information, and it complies with all other provisions of these guidelines, including limitations on collecting information from kids.

5.1.2 Data Use and Sharing

(i) Unless otherwise permitted by law, you may not use, transmit, or share someone's personal data without first obtaining their permission. You must provide access to information about how and where the data will be used. Data collected from apps may only be shared with third parties to improve the app or serve advertising (in compliance with the <u>Apple Developer Program License Agreement</u>). You must receive explicit permission from users via the App Tracking Transparency APIs to track their activity. Learn more about <u>tracking</u>. Apps that share user data without user consent or otherwise complying with data privacy laws may be removed from sale and may result in your removal from the Apple Developer Program.

(ii) Data collected for one purpose may not be repurposed without further consent unless otherwise explicitly permitted by law.

(iii) Apps should not attempt to surreptitiously build a user profile based on collected data and may not attempt, facilitate, or encourage others to identify anonymous users or reconstruct user profiles based on data collected from Apple-provided APIs or any data that you say has been collected in an "anonymized," "aggregated," or otherwise non-identifiable way.

(iv) Do not use information from Contacts, Photos, or other APIs that access user data to build a contact database for your own use or for sale/distribution to third parties, and don't collect information about which other apps are installed on a user's device for the purposes of analytics or advertising/marketing.

(v) Do not contact people using information collected via a user's Contacts or Photos, except at the explicit initiative of that user on an individualized basis; do not include a Select All option or default the selection of all contacts. You must provide the user with a clear description of how the message will appear to the recipient before sending it (e.g. What will the message say? Who will appear to be the sender?).

(vi) Data gathered from the HomeKit API, HealthKit, Clinical Health Records API, MovementDisorder APIs, ClassKit or from depth and/or facial mapping tools (e.g. ARKit, Camera APIs, or Photo APIs) may not be used for marketing, advertising or use-based data mining, including by third parties. Learn more about best practices for implementing <u>CallKit</u>, <u>HealthKit, ClassKit</u>, and <u>ARKit</u>.

(vii) Apps using Apple Pay may only share user data acquired via Apple Pay with third parties to facilitate or improve delivery of goods and services.

5.1.3 Health and Health Research

Health, fitness, and medical data are especially sensitive and apps in this space have some additional rules to make sure customer privacy is protected:

(i) Apps may not use or disclose to third parties data gathered in the health, fitness, and medical research context—including from the Clinical Health Records API, HealthKit API, Motion and Fitness, MovementDisorder APIs, or health-related human subject research—for advertising, marketing, or other use-based data mining purposes other than improving health management, or for the purpose of health research, and then only with permission. Apps may, however, use a user's health or fitness data to provide a benefit directly to that user (such as a reduced insurance premium), provided that the app is submitted by the entity providing the benefit, and the data is not shared with a third party. You must disclose the specific health data that you are collecting from the device.

(ii) Apps must not write false or inaccurate data into HealthKit or any other medical research or health management apps, and may not store personal health information in iCloud.

(iii) Apps conducting health-related human subject research must obtain consent from participants or, in the case of minors, their parent or guardian. Such consent must include the (a) nature, purpose, and duration of the research; (b) procedures, risks, and benefits to the participant; (c) information about confidentiality and handling of data (including any sharing with third parties); (d) a point of contact for participant questions; and (e) the withdrawal process.

(iv) Apps conducting health-related human subject research must secure approval from an independent ethics review board. Proof of such approval must be provided upon request.

5.1.4 Kids

For many reasons, it is critical to use care when dealing with personal data from kids, and we encourage you to carefully review all the requirements for complying with laws like the Children's Online Privacy Protection Act ("COPPA"), the European Union's General Data Protection Regulation ("GDPR"), and any other applicable regulations or laws.

Apps may ask for birthdate and parental contact information only for the purpose of complying with these statutes, but must include some useful functionality or entertainment value regardless of a person's age.

Apps intended primarily for kids should not include third-party analytics or third-party advertising. This provides a safer experience for kids. In limited cases, third-party analytics and third-party advertising may be permitted provided that the services adhere to the same terms set forth in <u>Guideline 1.3</u>.

Moreover, apps in the Kids Category or those that collect, transmit, or have the capability to share personal information (e.g. name, address, email, location, photos, videos, drawings, the ability to chat, other personal data, or persistent identifiers used in combination with any of the above) from a minor must include a privacy policy and must comply with all applicable children's privacy statutes. For the sake of clarity, the <u>parental gate requirement</u> for the Kid's Category is generally not the same as securing parental consent to collect personal data under these privacy statutes.

As a reminder, <u>Guideline 2.3.8</u> requires that use of terms like "For Kids" and "For Children" in app metadata is reserved for the Kids Category. Apps not in the Kids Category cannot include any terms in app name, subtitle, icon, screenshots or description that imply the main audience for the app is children.

5.1.5 Location Services

Use Location services in your app only when it is directly relevant to the features and services provided by the app. Location-based APIs shouldn't be used to provide emergency services or autonomous control over vehicles, aircraft, and other devices, except for small devices such as lightweight drones and toys, or remote control car alarm systems, etc. Ensure that you notify and obtain consent before collecting, transmitting, or using location data. If your app uses location services, be sure to explain the purpose in your app; refer to the <u>Human Interface Guidelines</u> for best practices for doing so.

5.2 Intellectual Property

Make sure your app only includes content that you created or that you have a license to use. Your app may be removed if you've stepped over the line and used content without permission. Of course, this also means someone else's app may be removed if they've "borrowed" from your work. If you believe your intellectual property has been infringed by another developer on the App Store, submit a claim via our <u>web form</u>. Laws differ in different countries and regions, but at the very least, make sure to avoid the following common errors:

5.2.1 Generally: Don't use protected third-party material such as trademarks, copyrighted works, or patented ideas in your app without permission, and don't include misleading, false, or copycat representations, names, or metadata in your app bundle or developer name. Apps should be submitted by the person or legal entity that owns or has licensed the intellectual property and other relevant rights.

5.2.2 Third-Party Sites/Services: If your app uses, accesses, monetizes access to, or displays content from a third-party service, ensure that you are specifically permitted to do so under the service's terms of use. Authorization must be provided upon request.

5.2.3 Audio/Video Downloading: Apps should not facilitate illegal file sharing or include the ability to save, convert, or download media from third-party sources (e.g. Apple Music, YouTube, SoundCloud, Vimeo, etc.) without explicit authorization from those sources. Streaming of audio/ video content may also violate Terms of Use, so be sure to check before your app accesses those services. Authorization must be provided upon request.

5.2.4 Apple Endorsements: Don't suggest or imply that Apple is a source or supplier of the App, or that Apple endorses any particular representation regarding quality or functionality. If your app is selected as an "Editor's Choice," Apple will apply the badge automatically.

5.2.5 Apple Products: Don't create an app that appears confusingly similar to an existing Apple product, interface (e.g. Finder), app (such as the App Store, iTunes Store, or Messages) or advertising theme. Apps and extensions, including third-party keyboards and Sticker packs, may not include Apple emoji. Music from iTunes and Apple Music previews may not be used for their entertainment value (e.g. as the background music to a photo collage or the soundtrack to a game) or in any other unauthorized manner. If you provide music previews from iTunes or Apple

Music, you must display a link to the corresponding music in iTunes or Apple Music. If your app displays Activity rings, they should not visualize Move, Exercise, or Stand data in a way that resembles the Activity control. The <u>Human Interface Guidelines</u> have more information on how to use Activity rings. If your app displays Apple Weather data, it should follow the attribution requirements provided in the <u>WeatherKit documentation</u>.

5.3 Gaming, Gambling, and Lotteries

Gaming, gambling, and lotteries can be tricky to manage and tend to be one of the most regulated offerings on the App Store. Only include this functionality if you've fully vetted your legal obligations everywhere you make your app available and are prepared for extra time during the review process. Some things to keep in mind:

5.3.1 Sweepstakes and contests must be sponsored by the developer of the app.

5.3.2 Official rules for sweepstakes, contests, and raffles must be presented in the app and make clear that Apple is not a sponsor or involved in the activity in any manner.

5.3.3 Apps may not use in-app purchase to purchase credit or currency for use in conjunction with real money gaming of any kind.

5.3.4 Apps that offer real money gaming (e.g. sports betting, poker, casino games, horse racing) or lotteries must have necessary licensing and permissions in the locations where the app is used, must be geo-restricted to those locations, and must be free on the App Store. Illegal gambling aids, including card counters, are not permitted on the App Store. Lottery apps must have consideration, chance, and a prize.

5.4 VPN Apps

Apps offering VPN services must utilize the <u>NEVPNManager API</u> and may only be offered by developers enrolled as an organization. You must make a clear declaration of what user data will be collected and how it will be used on an app screen prior to any user action to purchase or otherwise use the service. Apps offering VPN services may not sell, use, or disclose to third parties any data for any purpose, and must commit to this in their privacy policy. VPN apps must not violate local laws, and if you choose to make your VPN app available in a territory that requires a VPN license, you must provide your license information in the App Review Notes field. Parental control, content blocking, and security apps, among others, from approved providers may also use the NEVPNManager API. Apps that do not comply with this guideline will be removed from the App Store and you may be removed from the Apple Developer Program.

5.5 Mobile Device Management

Mobile Device Management Apps that offer Mobile Device Management (MDM) services must request this capability from Apple. Such apps may only be offered by commercial enterprises,

educational institutions, or government agencies, and in limited cases, companies using MDM for parental control services or device security. You must make a clear declaration of what user data will be collected and how it will be used on an app screen prior to any user action to purchase or otherwise use the service. MDM apps must not violate any applicable laws. Apps offering MDM services may not sell, use, or disclose to third parties any data for any purpose, and must commit to this in their privacy policy. In limited cases, third-party analytics may be permitted provided that the services only collect or transmit data about the performance of the developer's MDM app, and not any data about the user, the user's device, or other apps used on that device. Apps offering configuration profiles must also adhere to these requirements. Apps that do not comply with this guideline will be removed from the App Store and you may be removed from the Apple Developer Program.

5.6 Developer Code of Conduct

Please treat everyone with respect, whether in your responses to App Store reviews, customer support requests, or when communicating with Apple, including your responses in App Store Connect. Do not engage in harassment of any kind, discriminatory practices, intimidation, bullying, and don't encourage others to engage in any of the above. Repeated manipulative or misleading behavior or other fraudulent conduct will lead to your removal from the Apple Developer Program.

Customer trust is the cornerstone of the App Store's success. Apps should never prey on users or attempt to rip off customers, trick them into making unwanted purchases, force them to share unnecessary data, raise prices in a tricky manner, charge for features or content that are not delivered, or engage in any other manipulative practices within or outside of the app.

Your Developer Program account will be terminated if you engage in activities or actions that are not in accordance with the Developer Code of Conduct. To restore your account, you may provide a written statement detailing the improvements you plan to make. If your plan is approved by Apple and we confirm the changes have been made, your account may be restored.

5.6.1 App Store Reviews

App Store customer reviews can be an integral part of the app experience, so you should treat customers with respect when responding to their comments. Keep your responses targeted to the user's comments and do not include personal information, spam, or marketing in your response.

Use the provided API to prompt users to review your app; this functionality allows customers to provide an App Store rating and review without the inconvenience of leaving your app, and we will disallow custom review prompts.

5.6.2 Developer Identity

Providing verifiable information to Apple and customers is critical to customer trust. Your representation of yourself, your business, and your offerings on the App Store must be accurate. The information you provide must be truthful, relevant, and up-to-date so that Apple and customers understand who they are engaging with and can contact you regarding any issues.

5.6.3 Discovery Fraud

Participating in the App Store requires integrity and a commitment to building and maintaining customer trust. Manipulating any element of the App Store customer experience such as charts, search, reviews, or referrals to your app erodes customer trust and is not permitted.

5.6.4 App Quality

Customers expect the highest quality from the App Store, and maintaining high quality content, services, and experiences promotes customer trust. Indications that this expectation is not being met include excessive customer reports about concerns with your app, such as negative customer reviews, and excessive refund requests. Inability to maintain high quality may be a factor in deciding whether a developer is abiding by the Developer Code of Conduct.

After You Submit

Once you've submitted your app and metadata in App Store Connect and you're in the review process, here are some things to keep in mind:

- **Timing:** App Review will examine your app as soon as we can. However, if your app is complex or presents new issues, it may require greater scrutiny and consideration. And remember that if your app is repeatedly rejected for the same guideline violation or you've attempted to manipulate the App Review process, review of your app will take longer to complete. Learn more about <u>App Review</u>.
- **Status Updates:** The current status of your app will be reflected in App Store Connect, so you can keep an eye on things from there.
- **Expedite Requests:** If you have a critical timing issue, you can <u>request an expedited review</u>. Please respect your fellow developers by seeking expedited review only when you truly need it. If we find you're abusing this system, we may reject your requests going forward.

Case 4:20-cv-05640-YGR Document 871-2 Filed 01/16/24 Page 40 of 53

- **Release Date:** If your release date is set for the future, the app will not appear on the App Store until that date, even if it is approved by App Review. And remember that it can take up to 24-hours for your app to appear on all selected storefronts.
- **Rejections:** Our goal is to apply these guidelines fairly and consistently, but nobody's perfect. If your app has been rejected and you have questions or would like to provide additional information, please use App Store Connect to communicate directly with the App Review team. This may help get your app on the store, and it can help us improve the App Review process or identify a need for clarity in our policies.
- **Appeals:** If you disagree with the outcome of your review, or would like to suggest a change to the guideline itself, please <u>submit an appeal</u>. This may help get your app on the store, and it can help us improve the App Review process or identify a need for clarity in our policies.
- **Bug Fix Submissions:** For apps that are already on the App Store, bug fixes will no longer be delayed over guideline violations except for those related to legal or safety issues. If your app has been rejected, and qualifies for this process, please use App Store Connect to communicate directly with the App Review team indicating that you would like to take advantage of this process and plan to address the issue in your next submission.

We're excited to see what you come up with next!

Last Updated: January 16, 2024

Case 4:20-cv-05640-YGR Document 871-2 Filed 01/16/24 Page 41 of 53

EXHIBIT 2

PLEASE READ THE FOLLOWING ADDENDUM TO THE APPLE DEVELOPER PROGRAM LICENSE AGREEMENT CAREFULLY. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND APPLE AND ARE IN ADDITION TO THE TERMS OF THE APPLE DEVELOPER PROGRAM LICENSE AGREEMENT. SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS ADDENDUM BY CLICKING THE "AGREE" BUTTON.

StoreKit External Purchase Link Entitlement Addendum for US Apps

(to the Apple Developer Program License Agreement)

This StoreKit External Purchase Link Entitlement Addendum for US Apps ("Addendum") is in addition to the terms of the Apple Developer Program License Agreement ("Developer Agreement"). To enter into this Addendum, You must be a member in good standing of the Apple Developer Program and You must have entered into the current terms of the Developer Agreement. Defined terms not defined herein shall have the same meaning as set forth in the Developer Agreement.

1. Definitions

"Alternative Billing System" means a billing system for the sale of digital goods and services that does not use the In-App Purchase API.

"**Apple Materials**" means the Documentation, Entitlement Profile, and other materials provided by Apple to You, and which are incorporated by reference into the requirements of this Addendum.

"**Entitlement Profile**" means the entitlement profile that may be made available to You by Apple under this Addendum that permits Your Application to use links from Your Application to an external website for purchases in accordance with the requirements of this Addendum.

"StoreKit External Purchase Link App (US)" means Your Application that has been granted an Entitlement Profile.

"StoreKit External Purchase Link APIs" means the restricted Application Programming Interfaces ("APIs") contained in the Apple Software or provided as web APIs, which enable approved developers to carry out various functions related to using links from Your Application to an external website for purchases under this Addendum.

"Transaction" means the sale of digital goods or services (including one-time purchases, autorenewing subscriptions) on a website You own or have responsibility for ("Your website"), provided that the sale was initiated within seven (7) calendar days after a link out (i.e., the end user taps "Continue" on the system disclosure sheet) from Your StoreKit External Purchase Link App (US) to Your website, and the digital goods or services can be used in an Application. This includes (a) any applicable taxes and (b) any adjustments for refunds, reversals and chargebacks. For autorenewing subscriptions, (i) a sale initiated, including with a free trial or offer, within seven (7) calendar days after a link out is a Transaction; and (ii) each subsequent auto-renewal after the subscription is initiated is also a Transaction.

"Transaction Reports" means reports to be provided for a fiscal period of whether there were any Transactions (including whether there were none), and if there were, all Transactions for that period. Transaction Reports shall be provided in the form and intervals instructed by Apple.

2. Entitlement Profile, Licenses and Restrictions

2.1 You understand that You will need to request an Entitlement Profile on the Apple Developer Program web portal prior to use of links from Your Application to an external website for purchases. To use an Entitlement Profile, Your Application must:

- Be available in the iOS or iPadOS App Store on the United States storefront;
- Offer in-app purchases when distributed through the iOS or iPadOS App Store on the

United States storefront;

- Not participate in the Apple Video Partner Program or News Partner Program; and
- Meet all additional requirements provided in the Apple Materials.

2.2 The Entitlement Profile is compatible and may only be used with Applications distributed through the iOS or iPadOS App Store on the United States storefront, on devices running iOS or iPadOS 15.4 or later.

2.3 You may use the Entitlement Profile only with the StoreKit External Purchase Link App (US) for which You requested the Entitlement Profile and for which Apple approved the Entitlement Profile. You agree to submit true, accurate, and complete information to Apple regarding Your requested use of the StoreKit External Purchase Link (US) Entitlement and APIs, and to update Apple according to instructions provided in the Apple Materials if any of Your information changes. Apple will review Your request and reserves the right to not provide You with the Entitlement Profile in its sole discretion, in which case You will not be able to use the StoreKit External Purchase Link (US) Entitlement or StoreKit External Purchase Link APIs, and to revoke such Entitlement Profile, at any time in its sole discretion. Apple will not be liable to You for declining Your request for the StoreKit External Purchase Link (US) Entitlement or to access the StoreKit External Purchase Link APIs even if You have agreed to this Addendum.

2.4 You acknowledge and agree that You will not use links from Your Application to an external website for purchases unless You have received an Entitlement Profile from Apple. If You receive an Entitlement Profile, then subject to the terms and conditions of this Addendum and the Developer Agreement, Apple hereby grants You during the Term a limited, non-exclusive, personal, revocable, non-sublicensable and non-transferable license to:

(a) distribute the Entitlement Profile to Your Authorized Developers for testing and developing Your StoreKit External Purchase Link App (US); and

(b) use the Entitlement Profile with Your StoreKit External Purchase Link App (US) solely on Authorized Test Devices, Registered Devices, and for submission to the App Store pursuant to **Section 6 (Application Submission and Selection)** of the Developer Agreement.

2.5 You agree to use, only through the use of the Entitlement Profile, links from Your StoreKit External Purchase Link App (US) to an external website for purchases only as expressly permitted in this Addendum and in the Apple Materials. You agree not to use or attempt to use the Entitlement Profile in or with any of Your Applications not granted the Entitlement Profile or with any other developers' applications. For clarity, You may not use the Entitlement Profile with applications developed or distributed under any other Apple Developer agreements (e.g., the Apple Developer Enterprise Program License Agreement). You are permitted to use the Entitlement Profile only in connection with Your StoreKit External Purchase Link App (US) developed or distributed under this Addendum and with Apple-branded products.

2.6 You further agree to keep updated the information You provided to Apple to obtain an Entitlement Profile, and You acknowledge that changes may affect Your continued eligibility for an Entitlement Profile.

2.7 While in no way limiting Apple's other rights under this Addendum or the Developer Agreement, or any other remedies at law or equity, if Apple has reason to believe You or Your StoreKit External Purchase Link App (US) have failed to comply with the requirements of this Addendum or the Developer Agreement, Apple reserves the right to revoke to Your access to any or all of the StoreKit External Purchase Link APIs immediately upon notice to You; require You to remove Your Entitlement Profile from Your StoreKit External Purchase Link APIs immediately upon notice to You; require You to remove Your Entitlement Profile from Your StoreKit External Purchase Link App (US) and resubmit it; terminate this Addendum; block updates of, hide, or remove Your StoreKit External Purchase Link App (US) and/or other Applications from the App Store; block Your Applications from distribution on Apple platforms; and/or to suspend or remove You from the Apple Developer Program.

3. Technical Requirements

You must meet the following StoreKit External Purchase Link (US) technical requirements, as well as the requirements provided in the Apple Materials and the Program Requirements contained in **Section 3.3** of the Developer Agreement, as they may be modified by Apple from time to time.

3.1 Your StoreKit External Purchase Link App (US) must continue to offer in-app purchases in accordance with the Developer Agreement and the App Store Review Guidelines. Your StoreKit External Purchase Link App (US), including any link You provide under this Addendum, may not discourage end users from making in-app purchases.

3.2 Prior to each instance of linking from Your StoreKit External Purchase Link App (US) to an external website for purchases, You must:

- Call the canMakePayments API and determine that the end user may authorize payments; and
- Call the StoreKit External Purchase Link API and determine that the end user is a user of the United States App Store, and if so, surface to the end user the associated system disclosure.

3.3 The link You provide in Your StoreKit External Purchase Link App (US) under this Addendum must:

- Go directly to Your website without any redirect or intermediate links or landing page;
- Open a new window in the default browser on the device, and may not open a web view;
- Not pass additional parameters in the URL, to protect the end user (for example, their privacy);
- Be statically-defined in the <<SKExternalPurchaseLink>> in Your app's Info.plist before submission to the App Store;
- Be submitted with Your StoreKit External Purchase Link App (US) to the App Store, and shall be resubmitted if the URL changes;
- Be accompanied by language and a button adhering to the requirements provided in the Apple Materials;
- Not mimic Apple's in-app purchase system, nor discourage end users from using it;
- Be displayed in Your StoreKit External Purchase Link App (US) on no more than one app page the end user navigates to (not an interstitial, modal, or pop-up), in a single, dedicated location on such page, and may not persist beyond that page;
- Not be displayed on any page that is part of an in-app flow to merchandise or initiate a purchase using in-app purchase; and
- Comply with any additional requirements provided in the Apple Materials.

3.4 You must attach to Your app submission in App Store Connect screenshots showing the app page where You display the link in Your StoreKit External Purchase Link App (US).

3.5 You may not include information about purchasing on Your website or a link to Your website for purchasing on the product page of Your StoreKit External Purchase Link App (US).

3.6 Digital purchases sold on Your website to end users after link out that are marketed as being for use in an Application must be available for use in that Application.

3.7 TestFlight may be used for beta testing the StoreKit External Purchase Link (US) entitlement profile, provided that any Transactions incurred in such testing must be provided to testers at no cost.

4. Commerce Requirements

You must meet the following StoreKit External Purchase Link commerce requirements, as well as

the requirements provided in the Apple Materials and the Program Requirements contained in **Section 3.3** of the Developer Agreement, as they may be modified by Apple from time to time.

4.1 For the purposes of Sections 4-7 of this Addendum, "**Apple**" means:

- Apple Canada Inc., located at 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada if You are located in Canada;
- Apple Services LATAM LLC, located at 1 Alhambra Plaza, Ste 700 Coral Gables, Florida, if You are located in Mexico, Central or South America, or any Caribbean country or territory (excluding Puerto Rico); and
- Apple Inc., located at One Apple Park Way, Cupertino, California, if You are located anywhere else.

4.2 Solely for the purpose of Transactions with end users of the United States App Store occurring under the terms of this Addendum, You act as the seller in Your own name and on Your own account and appoint Apple as Your service provider.

4.3 You certify that the Alternative Billing System used on Your website satisfies the following requirements:

- Meets Level 1 Payment Card Industry (PCI) compliance for handling credit and debit card data;
- Makes a customer service process available for end users, including a process to dispute unauthorized transactions, manage subscriptions (if applicable), and request refunds; and
- Denominates all prices for the sale of digital goods and services to end users of the United States App Store in the United States dollar currency.

4.4 Within fifteen (15) calendar days following the end of each calendar month, You must provide Apple with Transaction Reports for that month as instructed in the Apple Materials. In the future, Apple may release an API through which You report Transactions. If such API is released, You must adopt it with the next update of Your StoreKit External Link App (US), to occur within thirty (30) calendar days, and follow the requirements and timing provided in the Apple Materials for providing Transaction Reports.

5. Commissions and Payments

5.1 Apple shall be entitled to a commission equal to twenty-seven percent (27%) of all Transaction proceeds made on Your website; the commission shall be equal to twelve percent (12%) for Transactions while You are a participant in the App Store Small Business Program, or where the Transaction is an auto-renewal in the second year or later of an auto-renewing subscription. For purposes of the App Store Small Business Program, any Transaction proceeds (net of Apple's commission and certain taxes and adjustments) You earn count towards program eligibility. Such commission applies to all amounts paid by each end user net of transaction taxes charged by You.

5.2 Apple will issue an invoice to You for all commissions and any applicable taxes owed and will use commercially reasonable efforts to do so within fifteen (15) calendar days of receiving the Transaction Report(s) covering a calendar month. The invoice may be issued by an affiliate of Apple. Within thirty (30) calendar days of the invoice being issued, You shall pay all commissions and any applicable taxes as directed by Apple in the Apple Materials and in the currency stated in the invoice, using a payment method approved by Apple for You (as may be modified by Apple from time to time).

5.3 Any payment dispute must be submitted before payment is due. If the parties determine that certain billing inaccuracies are attributable to Apple, Apple will issue a subsequent corrected invoice. If the Transaction Reports You submit show You issued a refund, Apple will reimburse You the commission paid to Apple on the Transaction to which the refund relates, and will do so in the form of credit in future invoices.

5.4 This section applies in addition to Apple's other rights under this Addendum (including section 2.7) and the Developer Agreement, and any other remedies at law or equity. Late payments shall bear interest at the rate of one percent (1%) per month or the highest rate permitted by law, whichever is less. And if You fail to pay Apple amounts owed under the terms of this Addendum, Apple also reserves the right to offset those amounts (including applicable interest) against any other amounts that Apple owes to You under any agreement You have with Apple.

6. Taxes

6.1 You are responsible for taxes, including (but not limited to) (a) determining if a Transaction is taxable; (b) charging and collecting the taxes at the applicable rate; (c) remitting the taxes to the appropriate taxing authority; and (d) providing any required documentation to the end user or appropriate taxing authority. If Apple determines that it is obligated to collect or remit any taxes in respect of a Transaction, such taxes (and any information required by Apple to determine such taxes) will be separately collected by Apple from You, and You will remit such taxes to Apple in accordance with the terms of this Addendum.

6.2 If Apple is obligated to collect or pay any taxes not covered in Section 6.3 (below) in respect of Your payment to Apple, such taxes will be separately invoiced to You, and You will pay such taxes to Apple.

6.3. To the extent withholding taxes are required under applicable law to be deducted from or in respect of any amount payable to Apple under the terms of this Addendum, You will (a) pay such additional amounts as may be necessary to ensure that Apple receives a net amount equal to the full amount which it would have received under the terms of this Addendum if no deduction or withholding had been made, (b) make such deductions, (c) deposit such taxes with the relevant governmental tax authority within the time as prescribed under applicable law, and (d) provide Apple with documentation, reasonably satisfactory to Apple, of such remittance. You also acknowledge that it is Your sole obligation and liability under local law to declare and pay applicable transaction taxes on all commissions You pay to Apple.

6.4 You will timely provide Apple with any applicable tax documentation, certification, or information requested by Apple, and failure to do so may result in Your Application not receiving an Entitlement Profile, or termination of this Addendum, among any other rights Apple has under this Addendum or the Developer Agreement. You agree to indemnify Apple for any claims arising from this requirement.

7. Apple's Right to Audit

Notwithstanding any term to the contrary, You shall maintain and keep complete and accurate books and records concerning the amounts payable to Apple arising from Transactions, and refunds claimed, including taxes, for three (3) years following the date of transmission of Transaction Reports to Apple. Apple may examine and audit Your books and records relating to any Transactions and refunds claimed during such three-year period to verify the accuracy of payments to Apple. For the sake of clarity, Apple may not seek to examine and audit all Your financial data but only those data relevant to determining the accuracy of Apple's commission, payments to Apple and refunds claimed. To satisfy an audit request, You must, within thirty (30) days of the request allow an audit to take place. Apple may appoint an independent certified public accountant not then engaged in any audit of Apple or You to audit applicable books and records of You at a mutually agreed time and place during Your normal business hours.

8. Submission to Apple for App Store Distribution

8.1 By submitting Your StoreKit External Purchase Link App (US) to Apple for distribution on the App Store, You represent and warrant that Your StoreKit External Purchase Link App (US) complies with the requirements of this Addendum, as well as with the Developer Agreement, the Program Requirements in **Section 3.3** of the Developer Agreement, and the App Store Review Guidelines. You are solely responsible for developing a StoreKit External Purchase Link (US) that complies with applicable laws and regulations.

8.2 Nothing herein shall imply that Apple will accept Your StoreKit External Purchase Link App

(US) for distribution on the App Store, and You acknowledge and agree that Apple may, in its sole discretion, reject, or cease distributing Your StoreKit External Purchase Link App (US) for any reason, even if Your StoreKit External Purchase Link App (US) is in compliance with the terms and conditions of this Addendum and the Developer Agreement. For clarity, once Your StoreKit External Purchase Link App (US) has been selected for distribution via the App Store it will be considered a "**Licensed Application**" under the Developer Agreement.

8.3 Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of Your StoreKit External Purchase Link App (US) development or use of any Apple Materials, including without limitation the fact that Your StoreKit External Purchase Link App (US) may not be selected for distribution via the App Store.

8.4 If Your StoreKit External Purchase Link App (US) engages in misleading, fraudulent, improper, unlawful or dishonest acts or practices such as bait and switch, scams, or payment fraud, it will be removed from the App Store and You may be removed from the Apple Developer Program.

9. Your Acknowledgements

You acknowledge and agree that:

9.1 To the extent permitted by applicable law, Apple may at any time, and from time to time, with or without prior notice to You, modify, remove, or reissue the Apple Materials or the StoreKit External Purchase Link APIs, or any part thereof. You understand that any such modifications may require You to change or update Your StoreKit External Purchase Link App (US) at Your own cost and that features and functionality of such App may cease to function. Except as required by applicable law, Apple has no express or implied obligation to provide, or continue to provide, the Apple Materials or StoreKit External Purchase Link APIs, and may suspend or discontinue all or any portion of Your access to them at any time.

9.2 Apple makes no guarantees to You in relation to the availability, completeness, or accuracy of the Apple Materials, the StoreKit External Purchase Link APIs, or any data from the StoreKit External Purchase Link APIs, and Apple is not obligated to provide any maintenance, technical or other support for the StoreKit External Purchase Link APIs or the Apple Materials. You are fully responsible for testing Your StoreKit External Purchase Link Apple (US) and the use of the Entitlement Profile with each new release of the Apple operating system software.

9.3 In Your capacity as the legal entity responsible for any user data processed in connection with the use of Your StoreKit External Purchase Link App (US), You are solely responsible for complying with applicable data protection and privacy laws and regulations.

9.4 If You choose to stop using the StoreKit External Purchase Link (US) Entitlement for Your StoreKit External Purchase Link App (US) or do not intend to renew the term of Your Developer Agreement, You must submit an update to Your StoreKit External Purchase Link App (US) removing Your Entitlement Profile and the use of the StoreKit External Purchase Link APIs prior to such cessation or the expiration of the term.

9.5 You will not be permitted to access or use the Apple Materials or StoreKit External Purchase Link APIs after expiration or termination of this Addendum or the Developer Agreement.

9.6 The Apple Materials, StoreKit External Purchase Link APIs, and any data from the StoreKit External Purchase Link APIs are provided by Apple to You on an "AS IS" and "AS AVAILABLE" basis. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ALL USE OF THE APPLE MATERIALS, STOREKIT EXTERNAL PURCHASE LINK APIS, AND ANY DATA FROM THE STOREKIT EXTERNAL PURCHASE LINK APIS IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, RELIABILITY, AND EFFORT IS WITH YOU. APPLE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE APPLE MATERIALS, STOREKIT EXTERNAL PURCHASE LINK APIS, OR ANY DATA FROM THE STOREKIT EXTERNAL PURCHASE LINK APIS, OR ANY DATA FROM THE STOREKIT EXTERNAL PURCHASE LINK APIS, OR ANY DATA FROM THE STOREKIT EXTERNAL PURCHASE LINK APIS, OR ANY DATA FROM THE STOREKIT EXTERNAL PURCHASE LINK APIS, OR THEIR USE OR OPERATION ALONE OR

IN COMBINATION WITH YOUR STOREKIT EXTERNAL PURCHASE LINK APP (US), PRODUCTS, SYSTEMS, OR SERVICES. APPLE DOES NOT WARRANT THAT THE APPLE MATERIALS, STOREKIT EXTERNAL PURCHASE LINK APIS, OR ANY DATA FROM THE STOREKIT EXTERNAL PURCHASE LINK APIS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE APPLE MATERIALS WILL BE CORRECTED, OR THAT THE APPLE MATERIALS, STOREKIT EXTERNAL PURCHASE LINK APIS, OR ANY DATA FROM THE STOREKIT EXTERNAL PURCHASE LINK APIS, OR ANY DATA FROM THE STOREKIT EXTERNAL PURCHASE LINK APIS WILL BE COMPATIBLE WITH ANY APPLE PRODUCTS, SOFTWARE OR SERVICES OR ANY THIRD-PARTY SOFTWARE, APPLICATIONS, OR SERVICES.

10. Confidentiality

You agree that any non-public information regarding the StoreKit External Purchase Link APIs or StoreKit External Purchase Link (US) Entitlement Profile shall be considered and treated as "Apple Confidential Information" in accordance with the terms of **Section 9** (Confidentiality) of the Developer Agreement. You agree to use such Apple Confidential Information solely for the purpose of exercising Your rights and performing Your obligations under this Addendum and agree not to use such Apple Confidential Information for any other purpose, for Your own or any third party's benefit, without Apple's prior written consent. You further agree not to disclose or disseminate Apple Confidential Information to anyone other than those of Your employees or contractors who have a need to know and who are bound by a written agreement that prohibited unauthorized use or disclose of the Apple Confidential Information.

11. Changes to this Addendum; Termination of this Addendum

This Addendum shall apply to existing and future versions of the Developer Agreement into which You may enter. Apple may terminate in the event of a material breach by You of any of Your obligations under this Addendum, provided that: (i) Apple provides notice to You thereof, and (ii) such breach is not cured within thirty (30) days following the date such notice is deemed given. In addition, either party may terminate this Addendum upon thirty (30) days' prior written notice to the other party. If You engage, or encourage others to engage, in any misleading, fraudulent, improper, unlawful or dishonest act relating to this Addendum, however, Apple reserves the right to terminate this Addendum immediately upon providing You notice. Termination of this Addendum will not constitute termination of the Developer Agreement; provided, however, that termination of the Developer Agreement will constitute termination of this Addendum. The following provisions will survive the termination of this Addendum: Section 1, the restrictions of Section 2 and 3, and Sections 4 through 13. In the event of a conflict between this Addendum and the Developer Agreement, this Addendum will control with respect to such conflict.

12. Additional Liability Disclaimer

TO THE EXTENT NOT OTHERWISE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE BE LIABLE FOR ANY DAMAGES OR LOSSES INCLUDING BUT NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, OR OTHER INTANGIBLE LOSS, ARISING OUT OF OR RELATED TO THIS ADDENDUM, THE USE OF THE APPLE MATERIALS, THE STOREKIT EXTERNAL PURCHASE LINK APIS, AND ANY DATA FROM THE STOREKIT EXTERNAL PURCHASE LINK APIS, ANY CHANGE, MODIFICATION, SUSPENSION, TERMINATION, OR DISCONTINUATION OF THE APPLE MATERIALS OR THE STOREKIT EXTERNAL PURCHASE LINK APIS, THE FAILURE OF OR ANY ERRORS OR INACCURACIES IN THE APPLE MATERIALS, THE STOREKIT EXTERNAL PURCHASE LINK APIS, OR ANY DATA FROM THE STOREKIT EXTERNAL PURCHASE LINK APIS.

13. Additional Indemnification Obligations

In addition to the indemnification obligations contained in **Section 10 (Indemnification)** of the Developer Agreement and to the extent permitted by applicable law, You agree to indemnify and hold harmless, and upon Apple's request, defend, any Apple Indemnified Party from any and all

Losses incurred by an Apple Indemnified Party arising from or related to the App or Your use of the Apple Materials, StoreKit External Purchase Link APIs, or any data obtained from the StoreKit External Purchase Link APIs, including but not limited to any claims for improper use of the StoreKit External Purchase Link APIs, any data obtained therefrom, or any end user claims arising out of or related to the use of Your StoreKit External Purchase Link Apple (US).

LYL 144 1/16/2024 Case 4:20-cv-05640-YGR Document 871-2 Filed 01/16/24 Page 50 of 53

EXHIBIT 3

Overview

Articles

Help Guides

News

Contact us

Account

Q

Support

Distributing apps in the U.S. that provide an external purchase link

In addition to using Apple's convenient, safe, and secure in-app purchase system, apps on the App Store in the United States that offer in-app purchases can also use the StoreKit External Purchase Link Entitlement (US) to include a link to the developer's website that informs users of other ways to purchase digital goods or services. To use the entitlement, you'll need to submit a request, enable the entitlement in Xcode, and use required StoreKit APIs. Apple will review your app to ensure it complies with the terms and conditions of the entitlement, as well as the App Store Review Guidelines and the Apple Developer Program License Agreement.

Requesting an entitlement

If you're interested in using the StoreKit External Purchase Link Entitlement (US) for your app, get started by submitting the entitlement request form. You'll need to be an Account Holder in the Apple Developer Program, provide details such as your app's bundle ID, website domain, and payment service provider, and agree to the entitlement's terms and conditions.

To qualify for the entitlement, your app must:

- Be available on the iOS or iPadOS App Store in the United States storefront;
- Offer in-app purchases when distributed through the iOS or iPadOS App Store in the United States storefront; and
- Not participate in the Video Partner Program or News Partner Program.

Enter your app's information

App name and description. Enter your app's name, then describe the primary purpose of your app and how it works.

Bundle ID. Enter the bundle ID (the app's unique identifier) that you plan to use. Entitlement requests are per bundle ID and assigned entitlements can only be used with the single binary associated with the bundle ID.

Enter your website information

Destination URL. Provide the exact URL where users will initiate purchases on your website.

Customer support website. Enter the URL for your customer support website where users can get timely support for purchases made through your external payment system.

Configuring and enabling the entitlement in Xcode

After you receive an email confirmation that the entitlement has been assigned to your account and you've configured the App ID in Certificates, Identifiers & Profiles to support this entitlement, you'll need to update your Xcode project, entitlements plist file, and Info.plist file to list the entitlement and metadata.

The Entitlement Profile is compatible and may only be used with applications distributed through the United States App Store, on devices running iOS or iPadOS 15.4 or later.

	🛃 МуАрр	💮 MyApp 🕽 🌄 iPhone 13	3 Pro	MyApp: Ready Today at 11:19 AM	+
	品 く > ② MyApp	🌙 ContentView 🛛 🔌 My	Арр		$\neq \equiv$
~ 🛃 МуАрр	MyApp > MyApp > O Selection				
~ 🗃 МуАрр	Кеу		Туре	Value	
<u>→</u> МуАрр	✓ Entitlements File		Dictionary	(1 item)	
→ ContentView	com.apple.developer.store	kit.external-purchase-link	Boolean	1	\$
Ø MyApp					
Assets					
> Treview Content					
Freview Content					
+ 🖘 Filter 🕘 🕂					

- In the Project navigator, select the .entitlements file. In Xcode 14 or later, the filename is prefixed with an icon.
- 2. In the entitlements plist file, add a new entitlement key pair by holding the pointer over the Entitlements File row and clicking the add button (+).
- 3. Provide the following values for the entitlement:
 - a. Key: com.apple.developer.storekit.external-purchase-link
 - b. Type: Boolean
 - c. Value: True
- 4. Provide the required metadata in your Info.plist file, as described in Updating your Info.plist file.

On the next build to your device or distribution request in Xcode Organizer, Xcode will detect that the .entitlements file and cached provisioning profile don't match, and will request a new provisioning profile based on the latest App ID configuration to complete the code signing process.

Updating your Info.plist file

Each entitlement has unique requirements for the data that must be entered into your app's Info.plist file. For details on managing your app's Info.plist file, view documentation.

StoreKit External Purchase Link

- 1. Select the Info.plist file from the Project navigator in your iOS target.
- 2. Provide the following values for this entitlement:
 - a. Key: SKExternalPurchaseLink
 - b. Type: Dictionary with string values
 - i. Key: A single ISO 3166-1 alpha-2 country code value for the country United States, us
 - ii. Value: A single destination URL

At all times, the destination URL (i.e., the link to your website) that you provide in the Info.plist file in Xcode must match the value in the app binary you submitted to App Review. Make sure that each value is a string that:

- Uses the https scheme;
- Forms a valid, absolute URL;
- Contains no query parameters; and
- Contains 1,000 or fewer ASCII characters.

Understanding app and link requirements

In addition to using the StoreKit External Purchase Link Entitlement (US) and required StoreKit APIs, you'll need to follow usage requirements designed to help protect people's privacy and security, prevent scams and fraudulent activity, and maintain the overall quality of the user experience.

Your app must offer in-app purchases in accordance with the Developer Program License Agreement and App Store Review Guidelines, and may not discourage end-users from making in-app purchases.

Prior to each instance of linking from Your StoreKit External Purchase Link App (US) to an external website for purchases, you must:

- Call the canMakePayments API and determine that the user may authorize payments; and
- Call the StoreKit External Purchase Link API and determine that they're a user of the United States App Store, and if so, surface the associated system disclosure.

The link you provide in your app must:

- Go directly to your website without any redirect or intermediate links or landing page;
- Open a new window in the default browser on the device, and may not open a web view;
- Not pass additional parameters in the URL in order to protect the user (for example, their privacy);
- Be statically-defined in the <<SKExternalPurchaseLink>> in your app's Info.plist file before submission to the App Store;
- Be submitted with your app to the App Store, and shall be resubmitted if the URL changes;
- Adhere to design and language requirements (see below);
- Not mimic Apple's in-app purchase system, nor discourage users from using it;
- Be displayed no more than once in app, on no more than one app page the user navigates to (not an
 interstitial, modal, or pop-up), in a single, dedicated location on such page, and may not persist beyond
 that page; and
- May not be displayed on any page that is part of an in-app flow to merchandise or initiate a purchase using in-app purchase.

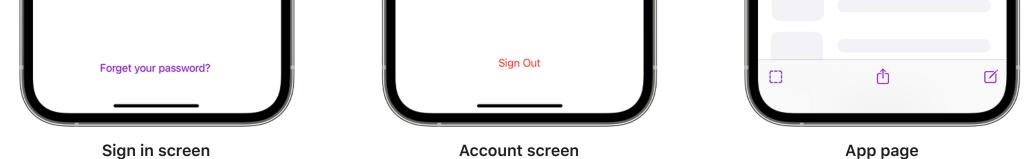
You may not include information about purchasing on your website or a link to your website for purchasing on your app's App Store product page.

Digital goods and services sold on your website after link out that are marketed as being for use in an app must be available for use in that app.

If your app engages in misleading marketing practices, such as bait and switch, scams, or fraud, it will be removed from the App Store and you may be removed from the Apple Developer Program.

9:41 0 l 🗢 🖿	9:41 11 ?	9:41 (P)
	Home Account	Discover
	Profile Name	Q Search
-0-	Current Plan Free	
	Manage Plan	Lower prices offered on www.example.com ⊡*
Example Pro	To get 50% off, go to www.example.com ௴	
Sign In		
Create a New Account		
For special offers, go to www.example.com C		

Design and language guidelines



Templates

Use the templates that best fits your use case. Aside from the price, percentage off, and your website URL, the language used in your app must match the template language. Don't modify or use the template in a manner that misleads customers.

Purchase template:

Purchase from the website at www.example.com \square

Special offer template:

For special offers, go to www.example.com \square For a special offer, go to www.example.com \square

Lower price template: Lower prices offered on www.example.com

Lower price offered on www.example.com ☐ Percent off template:

To get XX% off, go to www.example.com ☐

Specific price template: Buy for \$X.XX at www.example.com ☑

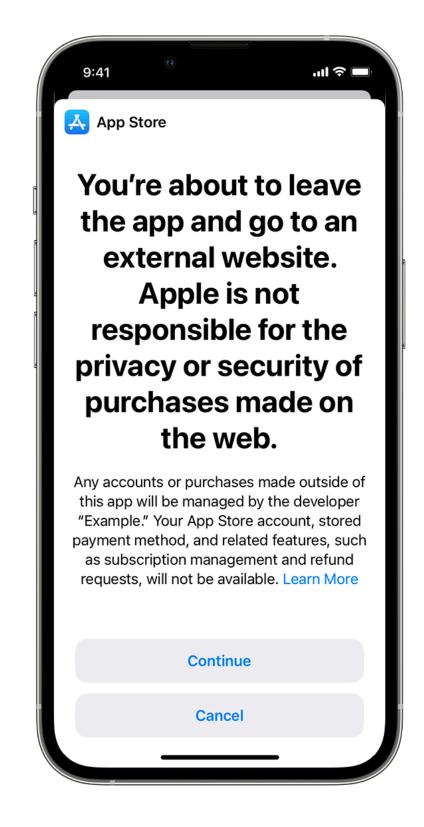
Style and icon

Your link must follow the Plain Button style, as specified in the Human Interface Guidelines. It may not be enclosed in a shape that uses a contrasting background fill. The background surrounding the text must match the background of your app's page. The link out icon provided by Apple must be displayed directly to the right of your website URL. The icon size must visually match the size of the text.

www.example.com ☑

In-app system disclosure sheet

Each time your app calls the StoreKit External Purchase Link API, it will surface a system disclosure sheet provided by the system (iOS 15.4 and/or iPadOS 15.4 or later) that explains to the user that they'll be leaving the app and going to an external website to make a purchase through a source other than Apple. When a user taps the Continue button, they will be directed to your website within a web browser.



Submitting your app for review in App Store Connect

When submitting your new app binary for review in App Store Connect, make sure to follow these submission requirements as well as the terms and conditions of the entitlement, the App Store Review Guidelines, and the Apple Developer Program License Agreement.

- Your app and in-app disclosure sheet for your external payment flow is properly implemented and tested.
- Make sure the link is only displayed to users on the United States App Store.
- The website your app links to for purchases and support is fully functional.
- Screenshots of your app's UI showing where you show the link are included with your submission.
- Provide the name of your payment service provider (PSP) in the review notes. Make sure the PSP is ready to complete transactions from your app. Your PSP must:
 - Meet Level 1 Payment Card Industry (PCI) compliance for handling credit and debit card data;
 - Make a customer service process available for users, including a process to dispute unauthorized transactions, manage subscriptions (if applicable), and request refunds; and
 - Denominate all prices for the sale of digital goods and services to users in U.S. dollars.

TestFlight may be used for beta testing the StoreKit External Purchase Link (US) entitlement profile, so long as any transactions incurred in such testing are provided to testers at no cost.

If your submission is incomplete, review times may be delayed or your app may be rejected. Once your app has been reviewed, its status will be updated in App Store Connect and you'll be notified.

Commission, transaction reports, and payments

All App Store developers — including those who place buttons or links with calls to action in their apps — benefit from Apple's proprietary technology and tools protected by intellectual property, and access to its user base. This includes Apple's investment in developer tools, SDKs, and APIs, and updates to the platform itself. Apple also provides a safe and trusted experience on its platform, in which users and developers transact freely.

Apple is charging a commission on digital purchases initiated within seven days from link out, as described below. This will not capture all transactions that Apple has facilitated through the App Store, but is a reasonable means to account for the substantial value Apple provides developers, including in facilitating linked transactions.

Apple's commission will be 27% on proceeds you earn from sales ("transactions") to the user for digital goods or services on your website after a link out (i.e., they tap "Continue" on the system disclosure sheet), provided that the sale was initiated within seven days and the digital goods or services can be used in an app. This includes (a) any applicable taxes and (b) any adjustments for refunds, reversals and chargebacks. For auto-renewing subscriptions, (i) a sale initiated, including with a free trial or offer, within seven days after a link out is a transaction; and (ii) each subsequent auto-renewal after the subscription is initiated is also a transaction.]

If you're a participant in the Small Business Program, or if the transaction is an auto-renewal in the second year or later of an auto-renewing subscription, the commission will be 12%.

These commission rates apply to all amounts paid by each user net of transaction taxes charged by you. You will be responsible for the collection and remittance of any applicable taxes for sales processed by a third-party payment provider.

If you adopt this entitlement, you will be required to provide transaction reports within 15 calendar days following the end of each calendar month. Even if there were no transactions, you're required to provide a report stating that is the case. If the cadence changes, we will update this page. To learn about the details that will need to be included in the report, view example reports. In the future, if Apple develops an API to facilitate reporting, you will be required to adopt such API within 30 days with an update of your app and follow the timing and requirements provided.

If payment to Apple is due, you will receive an invoice based on the reporting and will be required to remit payment to Apple for the amount invoiced within 30 days of the invoice being issued. Late payments bear interest at the rate of one percent (1%) per month or the highest rate permitted by law, whichever is less.

Please note that Apple has audit rights pursuant to the entitlement terms. This will allow Apple to review the accuracy of your record of digital transactions, ensuring the appropriate commission has been paid to Apple. Late payments accrue interest. Failure to pay Apple's commission could result in the offset of inapp purchase proceeds owed to you, or other consequences such as removal of your app from the App Store, or termination from the Apple Developer Program.

Supporting customers

If you use this entitlement, it will be your responsibility to provide timely support to customers if questions or issues arise with payments that take place outside of the App Store. Apple will not be able to assist customers with refunds, purchase history, subscription management, and other issues encountered when purchasing digital goods and services. You will be responsible for addressing such issues with customers.



Feedback Assistant

Submit feedback, report bugs, and request enhancements to APIs and developer tools. Send us feedback >



Forums

Ask questions and discuss development topics with App

development topics with Apple engineers and other developers.

View forums >



Contact us

Have a question or request? We can help by phone or email. Get support >

Developer Support Distributing apps in the U.S. that provide an external purchase link

Topics & Technologies

Platforms iOS iPadOS macOS tvOS visionOS

watchOS **Tools** Swift SwiftUI Swift Playgrounds TestFlight Xcode

Xcode Cloud

SF Symbols

Accessibility Accessories App Extensions App Store Audio & Video Augmented Reality Business Design Distribution Education Fonts Games Health & Fitness In-App Purchase Localization Maps & Location Machine Learning

Open Source

Safari & Web

Security

Downloads Forums Videos Support

Resources

Curriculum

Documentation

Support Articles Contact Us Bug Reporting System Status

Account Apple Developer App Store Connect Certificates, IDs, & Profiles Feedback Assistant Programs Apple Developer Program Apple Developer Enterprise Program App Store Small Business Program MFi Program News Partner Program Video Partner Program Security Bounty Program

Events

Meet with Apple Experts App Accelerators App Store Awards Apple Design Awards Apple Developer Academies Entrepreneur Camp WWDC



Case 4:20-cv-05640-YGR Document 871-2 Filed 01/16/24 Page 52 of 53

EXHIBIT 4

News

Contact Us

Alex | Sign Out

StoreKit External Purchase Link Entitlement (US)

This entitlement allows apps that offer in-app purchases on the iOS or iPadOS App Store on the United States storefront to also include a link to the developer's website that informs users of other ways to purchase digital goods and services. Learn more.

Developer Account Information

Team Name (Legal Entity)

Alex Inc

Team ID

SWKJ69UA33

Account Holder

Alex Smith

Email

aii2.113020@icloud.com

App Information

Entitlement requests are per bundle ID and assigned entitlements can only be used with the single binary associated with the bundle ID. Learn more.

App Name

Bundle ID

How to find this ID

App Description

Website Information

Desitination URL

Enter the URL where users will initiate purchases on your website.

Example: https://www.website.com/buy/

Customer Support Website

Enter the website URL where users can get timely support with purchases made through your external payment system.

Example: https://www.website.com/app-name-support/

Finance Information

Enter the name and contact information for the primary person who manages your

finances for your apps.

Name

Phone Number

Email Address

Transaction Reporting

Within 15 calendar days following the end of each calendar month, you'll need to send Apple two sales transaction reports (summary report and detailed report) of your sales of digital goods and services. Even if there were no transactions, you're required to provide a report stating that is the case. Learn more.

View example reports

- As part of agreeing to the terms of this entitlement, I confirm the following, in accordance with the requirements provided in the terms:
 - I have a system to accurately calculate and report transactions;
 - I will accurately report transactions in timely manner to Apple; and
 - I will pay Apple the amounts I am invoiced for, in a timely manner.

Terms and Conditions

Download PDF

PLEASE READ THE FOLLOWING STOREKIT EXTERNAL PURCHASE LINK ENTITLEMENT ADDENDUM FOR US APPS TO THE APPLE DEVELOPER PROGRAM LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING OR USING THE APPLE SOFTWARE OR APPLE SERVICES. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND APPLE AND ARE IN ADDITION TO THE TERMS OF THE APPLE DEVELOPER PROGRAM LICENSE AGREEMENT. IF YOU DO NOT OR CANNOT ACCEPT THIS EXTERNAL LINK ENTITLEMENT ADDENDUM, YOU ARE NOT PERMITTED TO USE THE APPLE SOFTWARE OR SERVICES. IF YOU ARE ACCESSING THIS ADDENDUM ELECTRONICALLY, SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS ADDENDUM BY CLICKING THE "AGREE" BUTTON. IF YOU DO NOT AGREE TO THE TERMS OF THIS ADDENDUM, CLICK "CANCEL".

StoreKit External Purchase Link Entitlement Addendum for US Apps

(to the Apple Developer Program License Agreement)

This StoreKit External Purchase Link Entitlement Addendum for US Apps ("Addendum") is in addition to the terms of the Apple Developer Program License Agreement ("Developer Agreement"). To enter into this Addendum, You must be a member in good standing of the Apple Developer Program and You must have entered into the

Submit request

By clicking Agree, I agree to the Terms and Conditions.



Developer Contact StoreKit External Purchase Link Entitlement (US)

Platforms	Topics & Technologies	Resources	Programs	
iOS	Accessibility	Documentation	Apple Developer Program	
iPadOS	Accessories	Curriculum	Apple Developer Enterprise Program	
macOS	App Extensions	Downloads	App Store Small Business Program	
tvOS	App Store	Forums	MFi Program	
visionOS	Audio & Video	Videos	News Partner Program	
watchOS	Augmented Reality		Video Partner Program	
	Business	Support	Security Bounty Program	
Tools Swift	ft	Support Articles Contact Us	Security Research Device Program	
SwiftUI	Distribution Education	Bug Reporting	Events	
Swift Playgrounds	Fonts	System Status	Meet with Apple Experts App Accelerators App Store Awards Apple Design Awards	
TestFlight Xcode	Games	Account		
Xcode Cloud	Health & Fitness	Apple Developer		
SF Symbols	In-App Purchase Localization	App Store Connect Certificates, IDs, & Profiles	Apple Developer Academies	
	Maps & Location	Feedback Assistant	Entrepreneur Camp WWDC	
	Machine Learning			
	Open Source			
	Security			
	Safari & Web			

Get the Apple Developer app.

Ć

