

1 GARY A. BORNSTEIN (*pro hac vice*)
 gbornstein@cravath.com
 2 YONATAN EVEN (*pro hac vice*)
 yeven@cravath.com
 3 LAUREN A. MOSKOWITZ (*pro hac vice*)
 lmoskowitz@cravath.com
 4 JUSTIN C. CLARKE (*pro hac vice*)
 jcclarke@cravath.com
 5 MICHAEL J. ZAKEN (*pro hac vice*)
 mzaken@cravath.com
 6 M. BRENT BYARS (*pro hac vice*)
 mbyars@cravath.com
CRAVATH, SWAINE & MOORE LLP
 7 825 Eighth Avenue
 New York, New York 10019
 8 Telephone: (212) 474-1000
 Facsimile: (212) 474-3700
 9

10 PAUL J. RIEHLE (SBN 115199)
 paul.riehle@faegredrinker.com
FAEGRE DRINKER BIDDLE & REATH LLP
 11 Four Embarcadero Center
 San Francisco, California 94111
 12 Telephone: (415) 591-7500
 Facsimile: (415) 591-7510
 13

*Attorneys for Plaintiff and Counter-defendant
 Epic Games, Inc.*

14
 15
 16 **UNITED STATES DISTRICT COURT**
NORTHERN DISTRICT OF CALIFORNIA
 17 **OAKLAND DIVISION**

18 EPIC GAMES, INC.,
19 Plaintiff, Counter-defendant,
20 v.
21 APPLE INC.,
22 Defendant, Counterclaimant.
23
24
25
26
27
28

Case No. 4:20-CV-05640-YGR-TSH
**PLAINTIFF EPIC GAMES, INC.’S
 NOTICE OF MOTION AND MOTION TO
 ENFORCE INJUNCTION**
 Date: April 30, 2024 (noticed date)
 Courtroom: 1, 4th Floor
 Judge: Hon. Yvonne Gonzalez Rogers

NOTICE OF MOTION AND MOTION

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on April 30, 2024, at 2:00 p.m., or as soon thereafter as the matter may be heard, in the United States District Court for the Northern District of California, before the Honorable Yvonne Gonzalez Rogers, Plaintiff and Counter-Defendant Epic Games, Inc. will move this Court for an Order Granting Epic’s Motion to Enforce Injunction.

This Motion is made on the grounds that Defendant and Counterclaimant Apple Inc. is in violation of this Court’s order permanently restraining and enjoining it from “prohibiting developers from . . . including in their apps and their metadata buttons, external links, or other calls to action that direct customers to alternative purchasing methods, in addition to In-App Purchase”. (Dkt. 813.)

This motion is based upon the pleadings in this action, this Notice of Motion, the Memorandum of Points and Authorities filed herewith, the Declaration of Benjamin Simon (“Simon Decl.”), the Declaration of Christian Bailey Owens (“Owens Decl.”), the Declaration of Yonatan Even (“Even Decl.”) along with its accompanying exhibits, all matters with respect to which this Court may take judicial notice, and such oral and documentary evidence as may be presented to the Court.

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

	Page
PRELIMINARY STATEMENT	1
FACTUAL BACKGROUND.....	4
A. The Court’s Rule 52 Order and UCL Injunction	4
B. Subsequent Procedural History.....	5
C. Apple’s “Notice of Compliance”	5
D. Industry and Third-Party Reactions to the Notice of Compliance.....	11
LEGAL STANDARDS	13
ARGUMENT	14
I. Apple’s Updated Policies with Respect to External Links Violate the Injunction.....	14
II. Apple’s General Prohibition on Buttons and Calls to Action Other than External Links Violates the Injunction.....	20
III. Apple’s Updated Guideline 3.1.3 Impermissibly Prohibits Steering.....	21
CONCLUSION.....	23

TABLE OF AUTHORITIES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Page(s)

Cases

ADT Security Servs., Inc. v. Security One Int’l, Inc.,
Case No. 11-cv-05149-YGR (N.D. Cal.), ECF No. 185 14

Alter Domus, LLC v. Winget,
2023 WL 4865590 (E.D. Mich. July 31, 2023) 17

Buono v. Norton,
364 F. Supp. 2d 1175 (C.D. Cal. 2005) 14

C.F.T.C. v. Saffron,
2020 WL 495557 (D. Nev. Jan. 30, 2020)..... 22

Craters & Freighters v. Daisychain Enters.,
2014 WL 2153924 (N.D. Cal. May 22, 2014) 13

In re Dual-Deck Video Cassette Recorder Antitrust Litig.,
10 F.3d 693 (9th Cir. 1993) 13

Epic Games, Inc. v. Apple, Inc.,
67 F.4th 946 (9th Cir. 2023) 5

F.V. v. Jeppesen,
466 F. Supp. 3d 1110 (D. Idaho 2020) 17

Facebook, Inc. v. Power Ventures, Inc.,
2017 WL 3394754 (N.D. Cal. Aug. 8, 2017) 13

Falstaff Brewing Corp. v. Miller Brewing Co.,
702 F.2d 770 (9th Cir. 1983) 13

Gen. Signal Corp. v. Donallco, Inc.,
787 F.2d 1376 (9th Cir. 1986) 14

Inst. of Cetacean Rsch. v. Sea Shepherd Conservation Soc’y,
774 F.3d 935 (9th Cir. 2014) 14, 17, 18

Int’l Union, United Mine Workers of Am. v. Bagwell,
512 U.S. 821 (1994)..... 22

John B. Stetson Co. v. Stephen L. Stetson Co.,
128 F.2d 981 (2d Cir. 1942)..... 17

Mendoza v. Hyundai Motor Co., Ltd.,
2024 WL 189014 (N.D. Cal. Jan. 17, 2024)..... 22

1 *Nat'l Abortion Fed'n v. Ctr. for Med. Progress,*
2017 WL 3021024 (N.D. Cal. July 17, 2017)..... 21

2 *OmniGen Rsch., LLC v. Yongqiang Wang,*
3 2017 WL 5505041 (D. Or. Nov. 16, 2017)..... 22

4 *S.E.C. v. Fehn,*
5 97 F.3d 1276 (9th Cir. 1996) 22

6 *United States v. Bright,*
596 F.3d 683 (9th Cir. 2010) 13

7 *United States v. Rescino,*
8 2021 WL 4685385 (N.D. Cal. Oct. 7, 2021)..... 22

9 *Zest Anchors, LLC v. Geryon Ventures, LLC,*
2022 WL 16838806 (S.D. Cal. Nov. 9, 2022) 18

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PRELIMINARY STATEMENT

1
2 Apple is in blatant violation of this Court’s injunction. Its new App Store policies
3 continue to impose prohibitions on developers that this Court found unlawful and enjoined.
4 Moreover, Apple’s new policies introduce new restrictions and burdens that frustrate and
5 effectively nullify the relief the Court ordered.

6 In its September 21, 2021 order finding that Apple violated the California Unfair
7 Competition Law (the “UCL”), this Court found that Apple insulated itself from competition by
8 preventing developers from “communicat[ing] lower prices on other platforms either within iOS
9 or to users obtained from the iOS platform” and that Apple’s conduct “‘threaten[ed] an incipient
10 violation of an antitrust law’ by preventing informed choice among users of the iOS platform”.
11 (Dkt. 812 at 163-64 (the “Rule 52 Order”).) The Court reasoned that “[i]n the context of
12 technology markets, the open flow of information becomes even more critical . . . [because]
13 information costs may create ‘lock-in’ for platforms”, and that “the ability of developers to
14 provide cross-platform information is crucial” to facilitate competition. (*Id.* at 164.) As a result
15 of Apple’s anti-steering provisions and other restrictive policies, Apple had “excessive operating
16 margins under any normative measure”, “the commission rate driving the excessive margins has
17 not been justified” and “the costs to developers are higher because competition is not driving the
18 commission rate”. (*Id.* at 163.) To remedy Apple’s violations of the UCL, the Court enjoined
19 Apple from prohibiting developers from including in their iOS apps “buttons, external links, or
20 other calls to action” that direct customers to alternative purchasing methods outside of the app.
21 (Dkt. 813 ¶ 1 (the “Injunction”).)

22 Compliance with the Injunction should have been simple; all Apple needed to do
23 was to remove the illegal anti-steering language from its App Store Review Guidelines (the
24 “Guidelines”) so that developers could provide truthful information to users and enable them to
25 act on it. But Apple chose a markedly different path. On January 16, 2024—after its challenges
26 to the Injunction were exhausted—Apple filed a notice contending that it had updated its policies
27 to comply with this Court’s mandate. (Dkt. 871 (the “Notice of Compliance” or “Notice”).) In

28 fact, Apple’s Notice is one of *non-compliance*. As explained in the Notice, Apple replaced its

1 blanket prohibition on steering with an elaborate new scheme that is guaranteed to continue
 2 extracting excessive commissions from developers and prevent developers from
 3 “communicat[ing] lower prices on other platforms”. (Dkt. 812 at 163-64.) Apple’s new scheme
 4 so pervasively taxes, regulates, restricts and burdens in-app links directing users to alternative
 5 purchasing mechanisms on a developer’s website (“External Links” or “Links”) as to make them
 6 entirely useless. Moreover, Apple continues to completely prohibit the use of “buttons . . . or
 7 other calls to action” in direct contravention of this Court’s Injunction. (*See* Dkt. 813 ¶ 1.)

8 Apple violates the Injunction in three ways. *First*, with respect to External Links,
 9 Apple has imposed a new fee and enacted a slew of new rules that work together to make the
 10 links commercially unusable. This new fee and accompanying web of restrictions subvert the
 11 purpose of the Injunction, allowing Apple to continue extracting its excessive commissions and
 12 making it effectively impossible for a developer to inform users about, and direct users toward, an
 13 alternative platform for making a purchase. Apple now requires a developer to:

- 14 • pay Apple a new fee of 27% on any purchases users make **outside** the app up to one week
 15 after clicking a Link;
- 16 • apply for and receive Apple’s permission (“Link Entitlement”) for the inclusion of any
 17 Link;
- 18 • abide by Apple’s mandates concerning the language, look and location of any Link—
 19 Links may not be prominently displayed, may not pop up and may not be placed within
 20 any purchase flow (*i.e.*, in any context relevant to steering users to alternative purchasing
 21 mechanisms);
- 22 • present users with a “scare screen” intended to deter users from making purchases outside
 23 the app; and
- 24 • link users to a single static URL (*i.e.*, to a general landing page where users are neither
 25 logged in to their accounts nor presented with any specific product they were seeking to
 26 purchase).

27 Notably, Apple’s new fee on purchases made outside the app, in and of itself, is
 28 enough to frustrate the very purpose of the Injunction; if Apple is allowed to tax out-of-app
 purchases, those purchases could never constrain Apple’s pricing of IAP, and developers and
 consumers would not have any reason to use these alternative transacting options. The fact that,
 on top of this new fee, Apple has designed External Links to be so riddled with additional
 economic disincentives, technical requirements and user frictions further negates any incentives

1 developers could have to use such Links, as well as the benefits to consumers the Court sought to
2 achieve by allowing developers to inform users of competitive options. These policies
3 collectively operate as a *de facto* prohibition on External Links, and violate the Injunction.

4 *Second*, Apple continues to categorically prohibit any steering using “buttons” or
5 “other calls to action”. Specifically, Apple does not allow External Links that resemble a
6 “button” in any way. And developers are likewise prohibited from including in their apps simple
7 statements—without any attendant link—stating truthfully that items or subscriptions may be
8 purchased directly on the web at a lower price. Apple’s ban on “buttons” or “other calls to
9 action” is a brazen violation of the Court’s Injunction, which explicitly requires Apple to allow
10 developers to use “*buttons, external links, or other calls to action*” that direct customers to
11 purchasing mechanisms other than IAP. (Dkt. 813 ¶ 1 (emphases added).)

12 *Third*, Apple’s Guideline 3.1.3 still prohibits certain apps, including all
13 multiplatform services (*i.e.*, apps that operate across multiple platforms and allow users to access
14 the same content across these platforms, including popular games such as Minecraft), from
15 “within the app, encourag[ing] users to use a purchasing method other than in-app purchase”.
16 (Dkt. 874 Ex. 1 § 3.1.3.) This language expressly contravenes the Injunction by prohibiting any
17 steering to alternative purchasing methods. Apple has now stated in a separate website post that
18 multiplatform services may obtain an External Link entitlement notwithstanding the express
19 prohibition in Guideline 3.1.3. But Apple has refused repeated requests from Epic to amend the
20 Guidelines themselves to remove the general prohibition on steering or to otherwise clarify that
21 apps covered by Guideline 3.1.3 can still qualify for External Links.

22 With these new policies, Apple continues to charge unjustified fees and
23 intentionally prevent the “open flow of information”. Apple’s goal is clear: to prevent
24 purchasing alternatives from constraining the supracompetitive fees it collects on purchases of
25 digital goods and services. Apple’s so-called compliance is a sham. Epic therefore seeks an
26 order (i) finding Apple in civil contempt, (ii) requiring Apple to promptly bring its policies into
27 compliance with the Injunction and (iii) requiring Apple to remove all anti-steering provisions in
28 Guideline 3.1.3.

FACTUAL BACKGROUND

A. The Court’s Rule 52 Order and UCL Injunction

Epic brought suit under both federal and state competition statutes, including the UCL, seeking an injunction against Apple. (Dkt. 1.) Epic’s UCL claim challenged (among other things) Apple’s anti-steering provisions, which stifled the ability of iOS app developers to communicate to their users the existence of alternative—and potentially cheaper—purchasing options outside of an app. (*Id.* ¶¶ 130, 131; *see also* Dkt. 407 ¶ 27.)

On September 10, 2021, this Court found that “Apple’s anti-steering provisions hide critical information from consumers and illegally stifle consumer choice”. (Dkt. 812 at 2.) The Court reasoned that the free flow of price information is a necessary competitive constraint on what it characterized as Apple’s “excessive operating margins under any normative measure” and that “[t]he costs to developer[s] are higher because competition is not driving the commission rate”. (*Id.* at 163.) The Court noted that “where consumers have the benefit of price advertising, retail prices often are dramatically lower than they would be without advertising”. (*Id.* at 164 (quotation omitted).) However, Apple’s anti-steering rules “enforced silence to control information and actively impede users from obtaining the knowledge to obtain digital goods on other platforms”. (*Id.* at 165.)

Accordingly, this Court issued an injunction striking Apple’s Guideline prohibiting the inclusion within iOS apps of “buttons, external links or other calls to action that direct customers to purchasing mechanisms other than in-app purchase”.¹ (*Id.* at 163-64.) In issuing the Injunction, the Court stated that its intent was to further the “public interest in unclocking the veil hiding pricing information on mobile devices and bringing transparency to the marketplace”. (*Id.* at 166.)

¹ Specifically, the Court enjoined Apple from “prohibiting developers from (i) including in their apps and their metadata buttons, external links, or other calls to action that direct customers to purchasing mechanisms, in addition to In-App Purchasing and (ii) communicating with customers through points of contact obtained voluntarily from customers through account registration within the app.” (Dkt. 813 ¶ 1.)

1 **B. Subsequent Procedural History**

2 Apple moved this Court to stay the Injunction pending its appeal to the Ninth
3 Circuit, which this Court denied. (Dkt. 830.) In its order denying the stay, this Court emphasized
4 that “it should be [consumers’] choice” whether to use IAP or an external alternative, because
5 “[c]onsumer information, transparency and consumer choice is in the interest of the public”. (*Id.*
6 at 4.) The Court further clarified that, while it did not limit the fee that Apple charges for IAP and
7 did not enjoin Apple from requiring IAP to be used to process in-app purchases of digital goods
8 and services, IAP had to “compete on pricing” with external alternatives. (*Id.*)

9 On December 8, 2021, the Ninth Circuit granted Apple’s motion to stay the
10 Injunction pending appeal. (C.A.9. No. 21-16695, Dkt. 14 at 2.) On April 24, 2023, the Ninth
11 Circuit affirmed the Injunction in all respects. *Epic Games, Inc. v. Apple, Inc.*, 67 F.4th 946,
12 1002-03 (9th Cir. 2023). Apple then filed a petition for writ of certiorari with the U.S. Supreme
13 Court on September 23, 2023. (Petition for Writ of Certiorari, *Apple Inc. v. Epic Games, Inc.*,
14 No. 23-344 (Sept. 23, 2023).) That petition was denied on January 16, 2024. (*See* Dkt. 871-4
15 Ex. 20.) The Injunction then came into effect. (*Id.* Exs. 8, 19.)

16 **C. Apple’s “Notice of Compliance”**

17 On January 16, 2024, following the Supreme Court’s denial of Apple’s petition for
18 a writ of certiorari, Apple filed a purported “Notice of Compliance” with this Court. (Dkt. 871.)
19 The Notice of Compliance introduced updated Guidelines (*see* Dkt. 874 Ex. 1), a new StoreKit
20 External Purchase Link Entitlement Addendum for US Apps (*see* Dkt. 874 Ex. 2 (the
21 “Addendum”)) and a printout of the Apple website’s StoreKit External Purchase Link Entitlement
22 (US) Support Page (*see* Dkt. 874 Ex. 3), which set forth Apple’s updated policies regarding
23 External Links. These policies make clear that Apple continues to engage in enjoined conduct.

24 **1. Apple’s New Policies Regarding External Links**

25 The new policies nominally permit External Links, but only under a strict set of
26 terms and conditions that make them unusable. These include:

27 ***New Commission.*** Developers are required to pay Apple a new percentage-based
28 fee of up to 27% on all transactions for digital goods and services that take place *outside the app*

1 within seven days after the user clicks an External Link (“Linked Purchases”).² (Dkt. 871 at 12.)
 2 This new fee on purchases made outside the app is set at a rate that is 3% lower than the
 3 corresponding fee that Apple would charge on in-app sales utilizing Apple’s In-App Purchase—
 4 27% for purchases on apps not participating in any special programs (as compared to 30% for in-
 5 app purchases), and 12% for subscription payments in the second year of the subscription or for
 6 developers participating in the Small Business Program (as compared to 15% for in-app
 7 purchases). (*Id.* at 12-13.) This is essentially the same fee that this Court found Apple has never
 8 justified and is not driven by competition, only now it is being charged—for the first time—on
 9 purchases that take place *outside* of an iOS app. The amount of this fee removes the economic
 10 incentive to incorporate an External Link into an app, because developers will have to pay more
 11 than 3% just to process Linked Purchases. (*See, e.g.*, Simon Decl. ¶ 32; Owens Decl. ¶¶ 9, 18, 26,
 12 32, 33.) As a result, developers would not be able to offer consumers lower prices on Linked
 13 Purchases than they offer on in-app purchases processed through IAP. (Simon Decl. ¶ 32.)

14 ***Entitlement Requirement.*** Under Section 3.1.1(a) of the Guidelines, a developer
 15 cannot include an External Link within its app unless it applies for, and is granted, a Link
 16 Entitlement. (*See* Dkt. 874 Ex. 1 § 3.1.1(a).) Applying for the Link Entitlement is a separate
 17 application process that a developer must complete in addition to the ordinary process for
 18 submitting an app for review by Apple. (*See* Dkt. 874 Ex. 3.) Apple reserves the right, in its
 19 “sole discretion”, to deny developers’ requests for Link Entitlements. (Dkt. 874 Ex. 2 § 2.3.)

20 ***Link Placement, Messaging and Appearance.*** Apple dictates every aspect of the
 21 placement, messaging and appearance of External Links. Specifically:

22
 23 ² Note that Linked Purchases need not be causally linked to the use of an External Link.
 24 Instead, Apple collects its new 27% fee on any purchase made on the developer’s website within
 25 seven days of an External Link being clicked, even if such purchase was completed days later, in
 26 a different browser window than was opened by the External Link, or even on a different device.
 27 (*See* Dkt. 874 Ex. 2 § 1 (defining “Transaction” as *any* “sale of digital goods or services . . . on a
 28 website You own or have responsibility for (“Your website”), provided that the sale was initiated
 within seven (7) calendar days after a link out . . . from your [app]”); *id.* § 5.1 (stating that “Apple
 shall be entitled to a commission equal to [up to] twenty-seven percent (27%) of all Transaction
 proceeds made on Your website”).)

- **Placement:** Developers may **not** place a Link anywhere near a purchase flow, where steering is most relevant. (See Dkt. 874 Ex. 2 § 3.3.)
- **Messaging:** Developers may only convey to users one of the following five Apple-curated messages:³

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 ↗

Special offer template:
For special offers, go to www.example.com ↗
For a special offer, go to www.example.com ↗

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 ↗

- **Appearance:** Developers may only include an External Link that follows Apple's "Plain Button Style"—**which is not a button at all**—as depicted below (permitted style in green enclosure):⁴

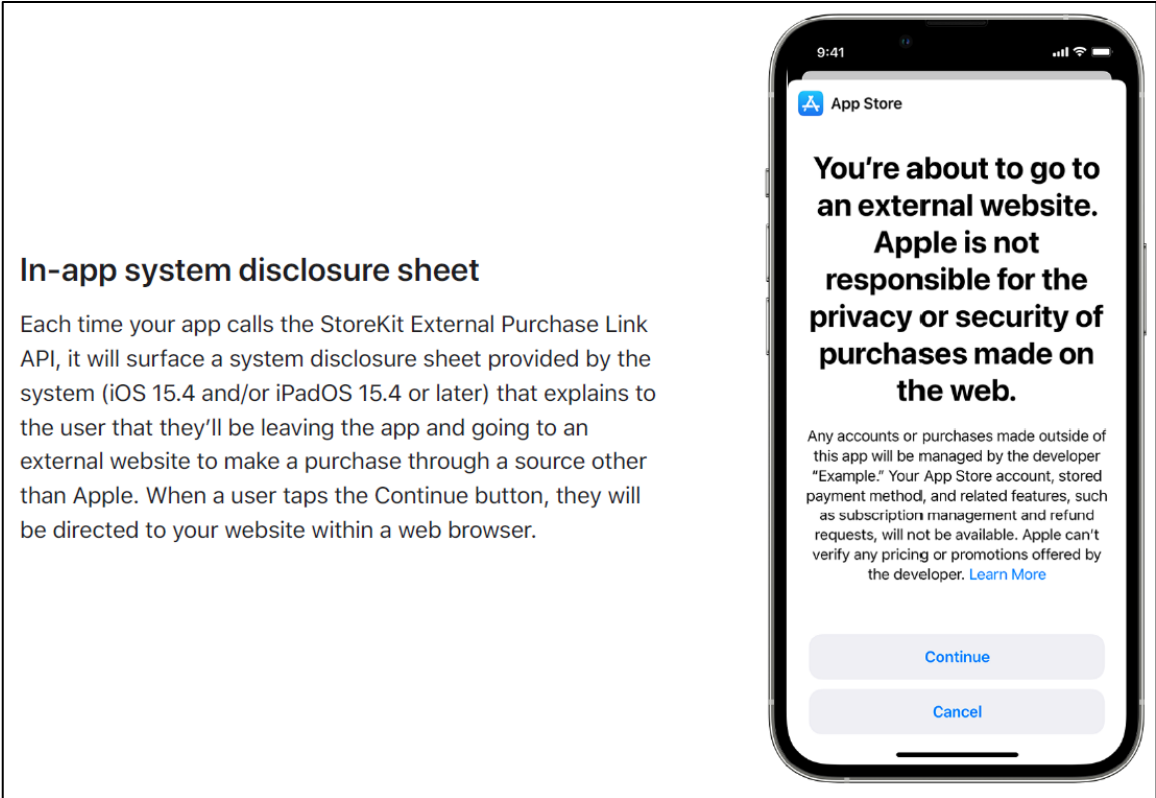


³ Dkt. 874 Ex. 3 (Apple-permitted “Templates”). While Apple describes these templates as having seven different messages, there are in reality only five templates, two of which have alternate wording for the singular and the plural, depending on how many offers or products are available on the developer’s website.

⁴ *Buttons*, APPLE DEVELOPER BLOG (last visited Mar. 12, 2023), <https://developer.apple.com/design/human-interface-guidelines/buttons#Platform-considerations> (Apple’s “button styles”).

1 Collectively, these requirements prevent developers from designing their External Links in a way
 2 that is effective in directing customers to cheaper, convenient purchasing alternatives. (Simon
 3 Decl. ¶¶ 28, 29.)

4 **Scare Screen.** Developers are required to display a scare screen to every user that
 5 clicks on an External Link, warning the user against the use of non-Apple purchasing
 6 alternatives:⁵



7
8
9
10
11
12
13
14
15
16
17
18
19
20 This scare screen is intended to dissuade users from completing purchases on the web, and is
 21 required even if the alternative payment processor on the linked website is just as secure, or even
 22 more secure, than Apple’s IAP. (Simon Decl. ¶ 30; Owens Decl. ¶ 31.)

23 **URL Restrictions.** External Links must link to a single website URL, with no
 24 query parameters. This means that the Link may not (a) transfer the user’s login credentials or
 25 (b) land the user on the page of the product they were browsing in the app. Users who follow the
 26 Link must navigate anew on the web page to find the purchase they want to make, and may also

27
28 ⁵ Dkt. 874 Ex. 3 (Apple’s “In-app system disclosure sheet”).

1 need to sign in again to make the purchase. This will result in a frustrating experience that users
 2 may abandon before completing a purchase (Owens Decl. ¶ 29) or may lead to users purchasing
 3 products for the wrong accounts (Simon Decl. ¶ 31). Furthermore, developers can only list a
 4 single website URL, and that URL cannot be changed without resubmitting the External Link to
 5 Apple. (Dkt. 874 Ex. 2 § 3.3; Dkt. 874 Ex. 3.) Accordingly, developers cannot engage in the
 6 hallmarks of price competition—promotions, frequent changes to prices, etc.

7 **2. Apple’s Continued Prohibition on Calls to Action Other than External**
 8 **Links**

9 Apple’s Notice of Compliance states that Apple now permits steering through
 10 “buttons”. (Dkt. 871 at 1, 4, 5, 13.) But as noted above and as depicted in the above figure, the
 11 new Guidelines do not actually allow buttons, such as the buttons that fitness app developer
 12 Down Dog previously included—with great success—in the Android versions of its apps. (See
 13 Simon Decl. ¶¶ 15-27.)

14 Further, Apple continues to prohibit developers from simply telling users, without
 15 a Link, that other purchasing options are available. In other words, simple truthful statements like
 16 “Items available on our website at a discount” or “Go to [www.website.com] for lower prices”
 17 remain prohibited. The Notice states that Apple now permits “links *with* calls to action”.
 18 (Dkt. 871 at 1, 4, 5, 13 (emphasis added).) But the Court’s Injunction enjoins Apple from
 19 prohibiting steering through “links[] *or other calls to action*”. (Dkt. 813 ¶ 1 (emphasis added).)
 20 As Apple has confirmed in meet and confers with Epic, Apple still does not allow any “other calls
 21 to action” that are untethered to an External Link. (Even Decl. Ex. 3 at 3.)

22 **3. Apple’s Continued Prohibition on Encouraging Users To Use**
 23 **Purchasing Methods Other than IAP**

24 New Guideline 3.1.3 still prohibits developers of certain types of apps from, within
 25 the app, “encourag[ing] users to use a purchasing method other than in-app purchase”.⁶ (Dkt. 874

26 ⁶ This prohibition in Guideline 3.1.3 covers purchase methods for Multiplatform Services,
 27 Enterprise Services, Person-to-Person Services, Goods and Services Outside of the App, Free
 28 Stand-alone Apps and Advertising Management Apps. The Guideline recognizes a single
 exception, stating that “encouragement” of the use of other purchasing alternatives is allowed “as

1 Ex. 1 at 21.) This language suggests that the apps covered in Guideline 3.1.3 are prohibited from
 2 using an External Link because doing so would “encourage” users to use a purchasing method
 3 other than IAP. Among the apps covered by Guideline 3.1.3 are “Multiplatform Services”,
 4 broadly defined by Apple as all “[a]pps that operate across multiple platforms [and] allow users to
 5 access content, subscriptions or features they have acquired . . . on other platforms or [the
 6 developer’s] website, **including consumable items in multi-platform games**”. (Dkt. 874
 7 Ex. 1 § 3.1.3(b) (emphasis added).) This definition covers many of the most popular game apps
 8 on iOS, such as Minecraft, Candy Crush, Hearthstone, Roblox, PUBG Mobile and Call of Duty:
 9 Mobile. (See Dkt. 779-1 ¶¶ 165, 514.)⁷

10 Epic raised this issue with Apple during meet and confers, and Apple stated that
 11 Multiplatform Services *may*, in fact, obtain an entitlement for External Links (so long as they
 12 meet all of the other requirements). (Even Decl. Ex. A at 2, 3.) Epic asked Apple to amend its
 13 Guidelines consistent with this representation. (*Id.* Ex. A at 3.) On March 5, 2024, Apple
 14 published amended Guidelines (the “Amended Guidelines”). (See *id.* Ex. B.) However, the
 15 Amended Guidelines do not modify Section 3.1.3. The only relevant change was to hyperlink the
 16 language “in-app purchases within the app” in Section 3.1.3(b) to Section 3.1.1. (Compare Dkt.
 17 874 Ex. 1 § 3.1.3(b) (the phrase “in-app purchases within the app” appears as plain text) *with*
 18 Even Decl. Ex. B § 3.1.3(b) (the phrase “in-app purchases within the app” appears as an internal
 19
 20
 21
 22
 23
 24

25 _____
 26 set forth in 3.1.3(a)”. Guideline 3.1.3(a) covers only Reader Apps, which are expressly allowed
 27 to use External Links (though not buttons or other calls to action).

28 ⁷ The Fortnite iOS app would also fall into this category if it were allowed on the Apple App Store.

1 link, which takes the user back to Section 3.1.1).) The changed text is highlighted in the below
 2 depiction of Section 3.1.3(b) of the Amended Guidelines:⁸

3 **3.1.3(b) Multiplatform Services:** Apps that operate across multiple platforms may allow
 4 users to access content, subscriptions, or features they have acquired in your app on other
 5 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.**

6 The Amended Guidelines retain the language in Section 3.1.3 prohibiting
 7 developers of covered apps from “encourag[ing] users to use a purchasing method other than
 8 in-app purchase” and, aside from the hyperlink, otherwise leave Section 3.1.3(b) unchanged. The
 9 Amended Guidelines also make no changes to the other subsections of Section 3.1.3 to clarify
 10 whether apps covered in those subsections can also qualify for an External Link.⁹ Apple has not
 11 otherwise explained during meet and confers how the availability of the External Link entitlement
 12 for apps covered by Guideline 3.1.3(b) is consistent with the prohibition on encouraging the use
 13 of purchasing methods other than IAP. (Even Decl. Ex. A.)¹⁰

14 **D. Industry and Third-Party Reactions to the Notice of Compliance**

15 Since Apple filed its Notice of Compliance, other developers and industry
 16 participants have decried the onerous restrictions in Apple’s compliance plan and its effect on the
 17 free exchange of price information. App developer Spotify stated that Apple’s response to the

18
 19 ⁸ Even Decl. Ex. B § 3.1.3(b) (Section 3.1.3(b) of the Amended Guidelines, with highlighting
 added to language appearing as a link instead of plain text).

20
 21 ⁹ While certain of the app types covered in Section 3.1.3 may not need to use an External
 Link because they are not required to use IAP to process in-app purchases (*e.g.*, apps selling
 22 physical goods and services, covered in Section 3.1.3(e)), other app types likely would benefit
 from External Links because they are still required to use IAP for in-app purchases (*e.g.*,
 23 Enterprise Services, covered in Section 3.1.3(c)).

24
 25 ¹⁰ A March 5, 2024 post on Apple’s website provides the following description of the change
 to Section 3.1.3(b) in the Amended Guidelines: “3.1.3(b): Added a link to 3.1.1 to make clear
 26 that 3.1.1(a) applies, and multiplatform services apps can use the 3.1.1(a) entitlement.” *Updated*
App Review Guidelines now available, APPLE.COM (March 5, 2024), <https://developer.apple.com/news/?id=f1mb6ri3>. However, this note is not included in the Guidelines themselves, such that a
 27 developer would not receive this clarification if they reviewed only the Guidelines to understand
 their rights and obligations. Developers cannot be expected to scroll back through old news posts
 28 to find this statement, which is inconsistent with the plain meaning of the Guidelines themselves.

1 Injunction “is outrageous and flies in the face of the court’s efforts to enable greater competition
 2 and user choice”¹¹ and that “[o]nce again, Apple has demonstrated that they will stop at nothing
 3 to protect the profits they exact on the backs of developers and consumers under their app store
 4 monopoly”.¹² App developer Paul Haddad, founder of Tapbots, which develops apps such as
 5 Tweetbot, Pastebot and Calcbot, called Apple’s new policies “downright insulting”.¹³ App
 6 developer Nick Farina, co-founder of payment app Kuto, described Apple’s new commission on
 7 linked purchases as a “farce” and that Apple’s new policies regarding External Links “will be
 8 used by no one” because “[p]rocessing your own payments will cost you at least 3 percent (as
 9 Apple well knows), so you’re back to giving them 30 percent, plus doing a bunch of dev work
 10 and special recordkeeping, then reporting to them on your own dime”.¹⁴ Developer David
 11 Heinemeier Hansson, the creator of Ruby on Rails, similarly commented that Apple’s new
 12 steering commission is going to “poison the one victory Epic secured in their lawsuit so bad
 13 nobody would ever think to use it”.¹⁵

14 Other developers’ and industry participants’ perspectives are likewise that Apple’s
 15 policies will not allow for effective steering to payment mechanisms other than IAP. Benjamin
 16 Simon, President and CEO of fitness app developer Down Dog, explains that Apple’s policies
 17 will not allow the use of in-app buttons similar to those Down Dog previously included in the
 18 Android versions of its apps. (Simon Decl. ¶¶ 15-33.) These buttons were highly effective in
 19 enabling users to save money by purchasing subscriptions on Down Dog’s website rather than

20 ¹¹ Sarah E. Needleman and Aaron Tilley, *Apple Changes Its App Store Policy: Critics Call*
 21 *the Moves ‘Outrageous’*, WALL STREET J. (Jan. 17, 2024), [https://www.wsj.com/tech/apple-](https://www.wsj.com/tech/apple-changes-its-app-store-policy-critics-call-the-moves-outrageous-7c023e0c)
 22 [changes-its-app-store-policy-critics-call-the-moves-outrageous-7c023e0c](https://www.wsj.com/tech/apple-changes-its-app-store-policy-critics-call-the-moves-outrageous-7c023e0c).

23 ¹² Tom Gerken, *Spotify attacks Apple’s ‘outrageous’ 27% commission*, BBC NEWS (Jan. 18,
 24 2024), <https://www.bbc.com/news/technology-68018618>.

25 ¹³ Christopher Mins, *The Main Driver of Apple’s Success Has Become Its Biggest Liability*,
 26 WALL STREET J. (Jan. 26, 2024), [https://www.wsj.com/tech/personal-tech/apple-vision-pro-](https://www.wsj.com/tech/personal-tech/apple-vision-pro-walled-garden-mac-iphone-app-store-c4838278)
 27 [walled-garden-mac-iphone-app-store-c4838278](https://www.wsj.com/tech/personal-tech/apple-vision-pro-walled-garden-mac-iphone-app-store-c4838278).

28 ¹⁴ Emma Roth, *Apple thought it dealt with Epic v. Apple—has it really?*, THE VERGE (Jan. 24,
 2024), <https://www.theverge.com/24049014/apple-epic-court-ruling-developer-tax>.

¹⁵ *Id.*

1 through Google’s in-app billing solution. (*Id.* ¶¶ 21-24.) Mr. Simon explains that Apple’s new
 2 fee on Linked Purchases is prohibitive to implementing External Links, because the 3%
 3 difference between the fees Apple charges for IAP and those it now imposes on Linked Purchases
 4 will not cover the cost of a payment solution on Down Dog’s website, which ranges from
 5 approximately 3.5% to 6.5% of the transaction price. (*Id.* ¶ 32.) Christian Owens, founder and
 6 executive chairman of payment solution provider Paddle, explains why developers will be
 7 unlikely to use External Links because of the added friction they introduce. (Owens Decl.
 8 ¶¶ 27-31, 34, 35.) And, even if users were willing to overcome the frictions associated with
 9 Linked Purchases, they still would not benefit from lower prices. Paddle’s own costs for its
 10 services exceed the 3% differential between Apple’s existing IAP fee and its new fee for Linked
 11 Purchases, meaning that Paddle would have to charge developers more than 3%—and as a result
 12 developers would have to pay *more* in fees for a Linked Purchase completed through Paddle’s
 13 payment solution than they would for a purchase made within their app using IAP. (*Id.* ¶¶ 32-35.)

LEGAL STANDARDS

15 This Court retains jurisdiction to enforce the Injunction. Specifically, the Court
 16 has broad powers to hold Apple in contempt, enforce the Injunction and clarify its application.
 17 *Craters & Freighters v. Daisychain Enters.*, 2014 WL 2153924, at *1 (N.D. Cal. May 22, 2014)
 18 (the Court “has the inherent authority to enforce compliance with its orders through a civil
 19 contempt proceeding”).

20 “[T]he party alleging civil contempt must demonstrate by clear and convincing
 21 evidence that (1) the contemnor violated a court order, (2) the noncompliance was more than
 22 technical or de minimis, and (3) the contemnor’s conduct was not the product of a good faith or
 23 reasonable interpretation of the violated order.” *Facebook, Inc. v. Power Ventures, Inc.*, 2017
 24 WL 3394754, at *8 (N.D. Cal. Aug. 8, 2017) (citing *United States v. Bright*, 596 F.3d 683, 694
 25 (9th Cir. 2010)). The contempt “need not be willful, and there is no good faith exception to the
 26 requirement of obedience to a court order”. *In re Dual-Deck Video Cassette Recorder Antitrust*
 27 *Litig.*, 10 F.3d 693, 695 (9th Cir. 1993) (quotation omitted). In determining what sanction to

28 impose for civil contempt, a court “should weigh all the evidence properly before it determines
 EPIC’S MOTION TO ENFORCE INJUNCTION

1 whether or not there is actually a present ability to obey and whether failure to do so constitutes
 2 deliberate defiance or willful disobedience which a coercive sanction will break”. *Falstaff*
 3 *Brewing Corp. v. Miller Brewing Co.*, 702 F.2d 770, 781 n.6 (9th Cir. 1983). The court must
 4 “consider the character and magnitude of the harm threatened by continued contumacy, and the
 5 probable effectiveness of any suggested sanction” in bringing about the result desired. *Gen.*
 6 *Signal Corp. v. Donalco, Inc.*, 787 F.2d 1376, 1380 (9th Cir. 1986) (quotation omitted).

7 Separately from civil contempt, courts may also find that a defendant is violating
 8 an injunction when the plaintiff brings the defendant’s conduct to the court’s attention through a
 9 motion to enforce. In so doing, the court need not find the defendant in civil contempt in order to
 10 find that the defendant has violated the injunction and to enter appropriate relief. *See ADT*
 11 *Security Servs., Inc. v. Security One Int’l, Inc.*, Case No. 11-cv-05149-YGR (N.D. Cal.), ECF
 12 No. 185 (order denying motion for civil contempt but modifying preliminary injunction); *Buono*
 13 *v. Norton*, 364 F. Supp. 2d 1175 (C.D. Cal. 2005) (granting “motion to enforce” after finding
 14 defendant’s conduct violated injunction, without finding defendant in civil contempt).

15 “In deciding whether an injunction has been violated it is proper to observe the
 16 objects for which the relief was granted and to find a breach of the decree in a violation of the
 17 spirit of the injunction, even though its strict letter may not have been disregarded.” *Inst. of*
 18 *Cetacean Rsch. v. Sea Shepherd Conservation Soc’y*, 774 F.3d 935, 949 (9th Cir. 2014).

ARGUMENT

I. Apple’s Updated Policies with Respect to External Links Violate the Injunction

21 Apple’s policies negate price competition between in-app purchases and out-of-
 22 app purchases by burdening out-of-app Linked Purchases with the same exorbitant fees it imposes
 23 on in-app purchases—fees that this Court identified as “supracompetitive” and “untethered to
 24 [Apple’s] intellectual property”. (Dkt. 830 at 2.) Those fees—which are up to 27% on purchases
 25 made within seven days of users clicking an External Link—alone frustrate the purpose of the
 26 Injunction. Further, the web of technical requirements, economic hurdles and user frictions
 27 imposed through Apple’s new policies mean that the External Links Apple now allows can never
 28 be an effective tool to disseminate competitive pricing information as contemplated by the

1 Injunction. Because Apple’s fees and restrictions eliminate developers’ ability to use External
2 Links to offer lower prices to users, Apple’s new policies are a *de facto* prohibition on External
3 Links.

4 This Court found that Apple’s fee on purchases processed by IAP has never been
5 justified and is not restrained by competition. (Dkt. 812 at 163.) This Court’s Injunction required
6 Apple to allow developers to steer consumers from IAP, which was encumbered by Apple’s tax
7 of up to 30%, to alternative platforms where purchases were unencumbered by Apple’s tax.
8 While this Court allowed Apple to continue requiring IAP for in-app purchases, it entered the
9 Injunction so that competition from unencumbered web purchases could “driv[e] the commission
10 rate” (*id.*) and require Apple to compete on the merits with outside payment options (Dkt. 830 at
11 4). Allowing Apple to charge *any* fee for these alternative purchasing mechanisms interferes with
12 those goals because it gives Apple complete control over the price of the competitive alternative
13 to IAP. By imposing high fees that are not materially different from the fees it charges through
14 IAP, Apple increases the cost of out-of-app purchases and negates the competitive pressure on
15 IAP that the Injunction is intended to introduce.

16 As noted above, the new fee is only 3% lower than the fee Apple charges
17 developers for in-app purchases using IAP, and the cost to developers of an alternative payment
18 solution would typically meaningfully exceed 3%, resulting in Linked Purchases being more
19 costly to the developer, and in turn, consumers, than in-app purchases using IAP.¹⁶ Further,
20 acquiring and maintaining a Link Entitlement adds costs to developers, including that developers
21 must maintain various specified data on Linked Purchases, report that data to Apple and possibly
22 submit to an audit by Apple. Simply put, instead of the Injunction resulting in competitive
23 pressure that would force Apple to make IAP *cheaper*, Apple is using the Court-mandated links to
24

25 ¹⁶ For example, Paddle charges developers a fee of up to 10% for its payment solution
26 (Owens Decl. ¶ 18, 26), and in Epic’s lawsuit against Google, internal Google documents and
27 trial testimony established that the average cost for processing payments is between 4%-6% (*see*
28 Trial Exhibit 360, *Epic Games, Inc. v. Google LLC*, No. 21-md-2981-JD (N.D. Cal.), ECF No.
886-30 at 24; Trial Tr. at 726:19-22, *Epic Games, Inc. v. Google LLC*, No. 21-md-2981-JD (N.D.
Cal.), ECF No. 837.

1 make alternative purchasing avenues *more expensive*. Make no mistake: this is intentional.
2 Apple knows that under this scheme developers have no real incentive to, and will not, make use
3 of External Links. And as noted above, this financial impact is exacerbated by Apple’s decision
4 to impose the fee on all purchases made within seven days of a user clicking a Link—***even if the***
5 ***purchase was made in a different browser window, or even on a different device, and for***
6 ***reasons unrelated to the External Link.***

7 In addition to the new fees, Apple has imposed further restrictions on External
8 Links that ensure they will not be effective (and will not be used). Together with the fees, these
9 restrictions operate as a *de facto* prohibition on steering that this Court ordered Apple to permit.
10 *First*, Apple’s Link Entitlement review process puts a developer’s ability to make price
11 competition available to users squarely within Apple’s discretion and control.

12 *Second*, Apple’s design restrictions completely defang External Links as an
13 effective marketing tool for alternative purchasing options. Apple designed External Links to be
14 bland, inconspicuous and removed from the purchase flow in which the link would be meaningful
15 to users. Apple’s design of External Links is not intended to *promote* price competition; it is
16 intended to *stifle* it.

17 *Third*, if users do somehow locate and click an External Link, Apple’s mandatory
18 scare screen will deter them from following through on their chosen out-of-app purchase. Apple
19 claims the scare screen is necessary to make clear to users that their purchase will not be handled
20 by Apple. But that excuse rings hollow in light of the lack of any similar warning when a user
21 utilizes an iOS app to purchase *physical* goods or services—a purchase handled by entities other
22 than Apple. Indeed, Apple does not present users with *any* warning before they make purchases
23 in the iOS Amazon or Uber app, even though none of these purchases are handled by Apple. In
24 fact, this Court already considered and largely rejected Apple’s arguments at trial that mandating
25 the use of IAP for in-app purchases of digital goods and services increased security. (*See*
26 Dkt. 812 at 116-17 (finding Apple’s security justifications “cut both ways” and noting in
27 particular that Apple itself did not verify digital goods transactions, and thus “Apple ha[d] not
28

1 shown how [its] process is any different than other payment processors, and any potential for
2 fraud prevention [wa]s not put into practice”).)

3 *Fourth*, any user that makes it past the scare screen will be linked to a generic page
4 of the developer’s website. To complete a purchase, the user would need to again (a) log into
5 their account (even though they were already logged into their account in the app), and (b) search
6 for the product they wanted to purchase. These frictions will further deter users from completing
7 a purchase on the developer’s website if they even make it this far into the purchase flow.

8 Apple’s *de facto* prohibition on External Links is a violation of the Injunction
9 because it is clearly intended to subvert the purpose of the Injunction: enabling external
10 purchasing mechanisms to competitively constrain Apple’s excessive IAP commission. This sort
11 of textbook circumvention of an injunction is plainly sufficient grounds for finding Apple in
12 contempt. *See Inst. of Cetacean Rsch.*, 774 F.3d at 949 (finding conduct violated an injunction
13 where it was against “the spirit of the Injunction, even though its strict letter may not have been
14 disregarded” (quoting *John B. Stetson Co. v. Stephen L. Stetson Co.*, 128 F.2d 981, 983 (2d Cir.
15 1942)); *see generally Alter Domus, LLC v. Winget*, 2023 WL 4865590, at *6 (E.D. Mich. July 31,
16 2023) (collecting cases and noting that “[i]t has been said that a defendant that hews to the narrow
17 letter of the injunction while simultaneously ignoring its spirit charts such a course at its own
18 peril” (quotation marks, citations and alterations omitted)); *F.V. v. Jeppesen*, 466 F. Supp. 3d
19 1110, 1116 (D. Idaho 2020) (noting that “[t]he scope of an injunction is discerned from the
20 language of the injunction itself, as well as from the objective of the relief granted therein” and
21 that “[p]arties are expected to comply with both the letter and the spirit of a court’s order”).

22 *Cetacean* is illustrative. There, a conservation group defendant was enjoined from
23 “physically attacking any vessel engaged by [p]laintiffs”, an operator of whaling ships. The
24 defendant transferred certain assets to a foreign entity it knew was likely to use those assets to
25 attack the plaintiffs’ vessels. 774 F.3d at 941. The Ninth Circuit held that this conduct violated
26 the injunction by “giving others [the defendant] knew were highly likely to violate the injunction
27 the means to do so”. *Id.* at 949. The court further found that a finding of contempt was

28 appropriate because, despite ample opportunity, the defendants “did not seek clarification of their
EPIC’S MOTION TO ENFORCE 17 CASE NO. 4:20-CV-05640-YGR-TSH
INJUNCTION

1 obligations” under the injunction before acting. *Id.* at 954. The court also warned that “[t]he
2 schemes available to those determined to evade injunctions are many and varied, and no
3 injunction can explicitly prohibit every conceivable plan designed to defeat it”. *Id.* (citations
4 omitted).

5 Similarly, in *Zest Anchors, LLC v. Geryon Ventures, LLC*, the district court issued
6 a preliminary injunction prohibiting the defendant from selling certain products, among other
7 actions. 2022 WL 16838806, at *1 (S.D. Cal. Nov. 9, 2022). After the injunction was issued, the
8 defendants stopped selling one of the finished products at issue but continued to sell components
9 used to make that product. *Id.* The court found that the defendants’ behavior constituted a
10 violation of the injunction and held the defendants in civil contempt, noting that the
11 “[d]efendants’ reading of the Preliminary Injunction and continued sales of their [individual
12 component parts] constitutes an impermissible end-run around the Preliminary Injunction because
13 even though [the d]efendants sell non-infringing, individual components to foreign distributors,
14 they know that these parts will be combined into an infringing whole for sale to customers in the
15 United States”. *Id.* at *2.

16 As with the defendants in *Cetacean* and *Zest Anchors*, Apple is determined to
17 circumvent the Injunction. Its conduct violates the Injunction by introducing a new fee on
18 purchases made outside the app set at effectively the same supracompetitive price that the
19 Injunction was designed to constrain. As a result, Linked Purchases will not be any cheaper than
20 IAP. While the Court did not explicitly prohibit this scheme, it goes against the purpose of the
21 Injunction, which was to open up Apple’s service fees to competition. Similarly, Apple’s conduct
22 violates the Injunction by creating a *de facto* prohibition on one of the three steering mechanisms
23 that this Court explicitly required Apple to permit. As discussed in Section A above, the Court
24 was clear that the purpose of the Injunction was to allow competition to finally restrain the fee
25 Apple charges for purchases processed through IAP by increasing the free exchange of “pricing
26 information on mobile devices and bringing transparency to the marketplace”. (Dkt. 812 at 166.)
27 Far from complying with the Injunction in good faith, Apple has introduced effectively the same
28 fee for External Links and otherwise erected so many barriers and imposed so many costs on

1 developers who seek to use External Links that no developer actually will. That is a violation of
2 the Injunction.¹⁷

3 Apple’s restrictions cannot be justified by security, privacy or any rationale other
4 than the anti-competitive objectives this Court found unlawful in its Rule 52 Order. Indeed, the
5 Court already weighed Apple’s supposed privacy and security concerns against the negative
6 impacts of its anti-steering provisions in determining that those provisions violated the UCL,
7 concluding that “the harm from the anti-steering provisions outweighs its benefits”. (Dkt. 812
8 at 165-66.) Further, as noted above, Apple imposes none of the frictions discussed above on apps
9 selling physical goods or services, even though those sales are not handled or monitored by Apple
10 in any way. (See Dkt. 871-4 Ex. 11 § 3.1.3(e) (“If your app enables people to purchase physical
11 goods or services that will be consumed outside of the app, you *must* use purchase methods other
12 than in-app purchase to collect those payments” (emphasis added)).) And as Apple itself
13 admits, “developers are already permitted to (and do) include within their apps certain external
14 links, directing customers to websites for support and other services” (Dkt. 871 at 4), and this
15 Court has likewise recognized that “[c]onsumers are quite used to linking from an app to a web
16 browser” (*id.* (quoting Dkt. 830 at 3)). If Apple had legitimate privacy and security concerns, it
17 would have similar restrictions apply to all apps, links and purchasing mechanisms—not just to
18 the type of links that could threaten Apple’s “excessive operating margins”. (See Dkt. 812 at
19 163.)

20 ¹⁷ Apple’s deliberate efforts to frustrate the purposes of laws and rulings intended to open up
21 the iOS ecosystem to competition do not end with its response to this Court’s Injunction. Apple
22 recently announced that, pursuant to the European Union’s Digital Markets Act—a new law
23 intended to open up app distribution and payment solutions to competition in European markets—it
24 would allow competing app stores on iOS in Europe, but would impose new fees on any
25 download of such stores and on downloads of apps *from* such stores. Moreover, a European Epic
26 subsidiary, Epic Games Sweden AB, applied and was approved for a developer account with the
27 stated intent of developing the Epic Games Store and Fortnite for iOS in European markets. On
28 March 2, 2024, Apple terminated Epic Games Sweden’s account, citing Epic’s public statements
disagreeing with Apple’s DMA compliance plan and the new fees Apple imposed. Apple
reinstated the account only after the European Commission announced it was investigating
Apple’s conduct. See *UPDATE: Apple Reinstates Epic Developer Account After Public Backlash
for Retaliation*, EPICGAMES.COM (Mar. 8, 2024), [https://www.epicgames.com/site/en-
US/news/apple-terminated-epic-s-developer-account](https://www.epicgames.com/site/en-US/news/apple-terminated-epic-s-developer-account).

1 Moreover, Apple has not argued, and cannot argue, that some of its restrictions—
2 such as its incredibly particular restrictions on the aesthetic and size of External Links—serve any
3 legitimate purpose other than to hide and disadvantage External Links. This is especially true
4 with respect to Apple’s requirement that External Links not appear within the purchase flow of an
5 app, which Apple’s Notice does not even attempt to justify.

6 **II. Apple’s General Prohibition on Buttons and Calls to Action Other than External** 7 **Links Violates the Injunction**

8 Apple’s purported compliance plan also violates the letter of the Injunction, which
9 requires Apple to allow developers to include in their apps not only external links, but also
10 “buttons” and “other calls to action”. (Dkt. 813 ¶ 1.) Apple’s updated policies do not allow
11 either. By continuing to prohibit such in-app steering mechanisms, Apple is in clear violation of
12 the plain text of the Injunction.

13 As noted in Section C.2 above, Apple’s updated policies do not allow in-app
14 “buttons” to direct users to purchasing mechanisms other than IAP. Instead, Apple’s Guidelines
15 and other materials refer repeatedly only to a “Link Entitlement”. The content, style and
16 appearance limitations Apple places on these links mean that a developer cannot actually include
17 a “button” in their app.

18 Apple’s updated policies also continue to prohibit “calls to action” other than
19 External Links. A developer is prohibited from informing users about the ability to purchase a
20 digital good or service on the developer’s website except by using one of Apple’s “templates” in
21 conjunction with an External Link. (*Supra* Section C.1.) In other words, a developer who
22 otherwise qualifies for a Link Entitlement can include a link in their app that states “To get 30%
23 off, go to [*link to website*]”, but that same developer is prohibited from simply including in their
24 app, without an accompanying link, a message such as: “To get 30% off, go to our website”;
25 “In-App prices are 30% higher due to Apple’s 30% fees”; or “We prefer that you purchase on our
26 website”. Indeed, Apple is continuing to prohibit these “other calls to action” even though Epic
27 has, from the very beginning of this litigation, specifically focused on Apple’s prohibition on
28 “other calls to action” as distinct from buttons or external links. (*See* Dkt. 1 ¶ 130 (describing,

1 with emphasis in the original, Apple’s policy that “Apps and their metadata may not include
2 buttons, external links, *or other calls to action that direct customers to purchasing mechanisms*
3 *other than in-app purchase*”).)

4 The Injunction is crystal clear. There is no reasonable, good-faith interpretation of
5 the Injunction that allows Apple to continue to ban two of the three in-app steering mechanisms
6 that were expressly identified by the Court. Yet that is exactly what Apple has done, without any
7 justification or explanation. Apple is therefore violating the express terms of the Injunction and
8 should be held in civil contempt for this reason as well. *See Nat’l Abortion Fed’n v. Ctr. for Med.*
9 *Progress*, 2017 WL 3021024 (N.D. Cal. July 17, 2017), *aff’d*, 2022 WL 3572943 (9th Cir.
10 Aug. 19, 2022) (finding defendant in civil contempt where they violated the express terms of a
11 preliminary injunction and there was “no argument that the short, simple commands of the
12 Preliminary Injunction are vague or ambiguous”).

13 **III. Apple’s Updated Guideline 3.1.3 Impermissibly Prohibits Steering**

14 As noted above, Section 3.1.3 of Apple’s App Store Review Guidelines, as
15 reflected even in the March 5, 2024 Amended Guidelines, prohibits apps covered by that
16 Guideline (except Reader Apps, as noted above) from, “within the app, encourag[ing] users to use
17 a purchasing method other than in-app purchase”. (Even Decl. Ex. B § 3.1.3.) This language
18 plainly and impermissibly prohibits all steering within apps covered by the Guideline. (*See*
19 *Section C.3.*) In fact, this Court’s Rule 52 Order specifically identified Guideline 3.1.3 as an
20 illegal anti-steering rule, noting that Apple violated the UCL by “prohibiting apps from . . .
21 ‘*encourag[ing] users to use a purchasing method other than in-app purchase*’”. (Dkt. 812 at 163
22 & n.635 (emphasis added) (citing PX-2790 § 3.1.3).)

23 Apple has taken the position that multiplatform games and apps can still qualify
24 for External Links (subject to the myriad requirements discussed above). (*See Section C.3.*) But
25 this representation is inconsistent with the plain language of the Guidelines.

26 Apple’s recent amendment to the Guidelines does nothing to cure the issue. The
27 new link from Section 3.1.3(b) to Section 3.1.1 says nothing about the availability of External
28 Links for apps covered by Section 3.1.3(b) and does not change the fact that Section 3.1.3 plainly
EPIC’S MOTION TO ENFORCE INJUNCTION 21 CASE NO. 4:20-CV-05640-YGR-TSH

1 prohibits developers of apps covered in that Section from encouraging users to use a purchasing
 2 method other than IAP. If anything, the fact that Apple issued the Amended Guidelines and
 3 accompanying blog post describing the amendment to Section 3.1.3(b) is an admission that the
 4 plain language of Section 3.1.3 contravenes the Injunction. Apple’s failure to make any change to
 5 the text of that Section, despite this inconsistency between the language and its stated intent, only
 6 highlights the problems with Apple’s Guidelines.

7 Further, Apple’s private assurance to Epic in a meet and confer between counsel
 8 that Apple would not enforce the plain language of its own Guidelines does not alleviate the need
 9 for enforcement of the Injunction. *See C.F.T.C. v. Saffron*, 2020 WL 495557, at *2 (D. Nev.
 10 Jan. 30, 2020) (finding defendants in civil contempt and ordering full compliance with
 11 preliminary injunction where defendants had merely “offered excuses and promises” with respect
 12 to their violations and future compliance efforts); *cf. S.E.C. v. Fehn*, 97 F.3d 1276, 1296 (9th Cir.
 13 1996) (“[S]incere assurances of an intent to refrain from aiding and abetting future violations are
 14 insufficient, without more, to militate against an injunction.”); *OmniGen Rsch., LLC v. Yongqiang*
 15 *Wang*, 2017 WL 5505041, at *20 (D. Or. Nov. 16, 2017) (“A defendant’s voluntary cessation of
 16 activity is not a ground for denial of a permanent injunction.”).

17 Thus, this Court can and should order Apple to further amend its Guidelines to
 18 remove this language or to explicitly state that the categories of apps in Guideline 3.1.3 have the
 19 same right to use in-app steering mechanisms as do all other apps.¹⁸ Such an order is within the
 20 Court’s inherent authority to ensure compliance with its Injunction. *See United States v. Rescino*,
 21 2021 WL 4685385, at *3 (N.D. Cal. Oct. 7, 2021) (“A district court has the inherent authority to
 22 enforce compliance with its orders through a civil contempt proceeding” (citing *Int’l Union,*
 23 *United Mine Workers of Am. v. Bagwell*, 512 U.S. 821, 827-28 (1994))); *see also Mendoza v.*

24
 25 ¹⁸ The most straightforward manner of clarifying Apple’s policies would be to modify
 26 Guideline 3.1.3 so that it simply follows the text of the Injunction. Specifically, Guideline 3.1.3
 27 could be modified to state as follows (with emphasis for modified language): “The following
 28 apps may use purchase methods other than in-app purchase. ***Developers can include in their
 apps and metadata buttons, external links, or other calls to action that direct customers to
 purchasing mechanisms other than in-app purchase.*** Developers can *also* send communications
 outside of the app to their user base about purchasing methods other than in-app purchase.”

1 *Hyundai Motor Co., Ltd.*, 2024 WL 189014, at *2 (N.D. Cal. Jan. 17, 2024) (“[A] federal court
2 administering a permanent injunction has discretion to clarify or modify an injunction if a party
3 enters upon transactions which raise doubts as to the applicability of the injunction.” (quotation
4 omitted)).

5 **CONCLUSION**

6 For the foregoing reasons, Epic requests the Court enter an order (1) holding Apple
7 in contempt for violating the Court’s Injunction; (2) requiring Apple to promptly bring its policies
8 into compliance with the Injunction; and (3) requiring Apple to remove all anti-steering
9 provisions in Guideline 3.1.3.

1 Dated: March 13, 2024

Respectfully submitted,

2 By: /s/ Gary A. Bornstein

3 **FAEGRE DRINKER BIDDLE & REATH**
4 **LLP**

5 Paul J. Riehle (SBN 115199)
6 paul.riehle@faegredrinker.com

7 Four Embarcadero Center
8 San Francisco, California 94111
9 Telephone: (415) 591-7500
Facsimile: (415) 591-7510

10 **CRAVATH, SWAINE & MOORE LLP**

11 Gary A. Bornstein (*pro hac vice*)
12 gbornstein@cravath.com
13 Yonatan Even (*pro hac vice*)
14 yeven@cravath.com
15 Lauren A. Moskowitz (*pro hac vice*)
16 lmoskowitz@cravath.com
17 Justin C. Clarke (*pro hac vice*)
18 jcclarke@cravath.com
19 Michael J. Zaken (*pro hac vice*)
20 mzaken@cravath.com
21 M. Brent Byars (*pro hac vice*)
22 mbyars@cravath.com

23 825 Eighth Avenue
24 New York, New York 10019
25 Telephone: (212) 474-1000
26 Facsimile: (212) 474-3700

27 *Attorneys for Plaintiff and Counter-defendant*
28 *Epic Games, Inc.*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

EPIC GAMES, INC.,
Plaintiff, Counter-Defendant,
vs.
APPLE INC.,
Defendant, Counterclaimant.

No. 4:20-CV-05640-YGR-TSH

**DECLARATION OF BENJAMIN
SIMON**

Hon. Yvonne Gonzalez Rogers

DECLARATION OF BENJAMIN SIMON

I, Benjamin Simon, declare as follows:

I. Background

1. I am the President, Chief Executive Officer and Co-Founder of Yoga Buddhi Co, the company behind the Down Dog series of apps. I will refer to the company throughout this declaration as Down Dog ,which is the public facing name of the business.

2. As President, I oversee the company’s suite of consumer mobile and web apps for at-home fitness.

3. Down Dog is a non-party in the above-captioned action.

4. I submit this declaration in support of Epic Games, Inc’s (“Epic”) Motion to Enforce Injunction. The contents of this declaration are based on my personal knowledge. If called as a witness, I could and would competently testify thereto.

5. I provided testimony at the trial in this matter. (See Trial Tr. 349:5-420:5.)

6. I also provided testimony in Epic Games, Inc. v. Google, LLC. (See Dkt. 834,

7. Epic Games, Inc. v. Google, LLC., No. 3:20-cv-05671-JD (N.D. Cal.).)

II. Down Dog’s Business

8. I co-founded Down Dog in 2015.

9. Down Dog has a family of six products, all of which are related to health and wellness and can be accessed through a single subscription. Our most popular product is a yoga app, but we also have apps for high-intensity interval training, meditation, running, barre and pre-natal yoga. Across our products, we reach about 100,000 users per day.

10. Each of our products is accessible to users on three different platforms: as an iOS native app, as an Android native app, and as a web (i.e., browser-based) app.

11. Down Dog’s business model is subscription-based. When a user downloads any one of our apps or visits our website, the user creates an account and then gains full access to all of our products, for free, for a 2-3 week trial (a customer’s trial always ends on the 1st or the 15th of the month, whichever is further from their initial signup date). Following the trial period, if the user wishes to retain access to our products, they need to purchase a monthly or annual

1 subscription plan.

2 12. Under Apple’s App Store Review Guidelines, our subscription plans are
3 considered digital goods or services. Accordingly, Apple requires that in-app payments for our
4 subscriptions must be processed by Apple’s In-App Purchase (“IAP”), and Apple collects a fee on
5 each subscription payment of 15%-30%.

6 13. Because Apple charges Down Dog high fees to process payments for our
7 subscriptions, Down Dog charges lower prices for our subscriptions to users who complete their
8 purchase on our website, rather than within our iOS apps. Specifically, Down Dog charges users
9 \$7.99 and \$39.99 for a monthly or annual subscription, respectively, when it makes that sale on
10 our website; Down Dog charges users \$9.99 and \$59.99, respectively, when it sells them to users
11 within one of our iOS apps.

12 14. Down Dog typically offers a sale—discounted pricing—about four times a year.
13 When there is a sale, Down Dog typically charges users \$19.99 for an annual subscription
14 purchased through the Down Dog website. Due to the restrictions that Apple’s policies place on
15 Down Dog and the associated fees, the price for a Down Dog subscription remains the same
16 within our iOS apps during sales and we cannot inform users within the app that there is a sale
17 taking place on our website.

18 **III. Down Dog Has Successfully Engaged in Steering on Android**

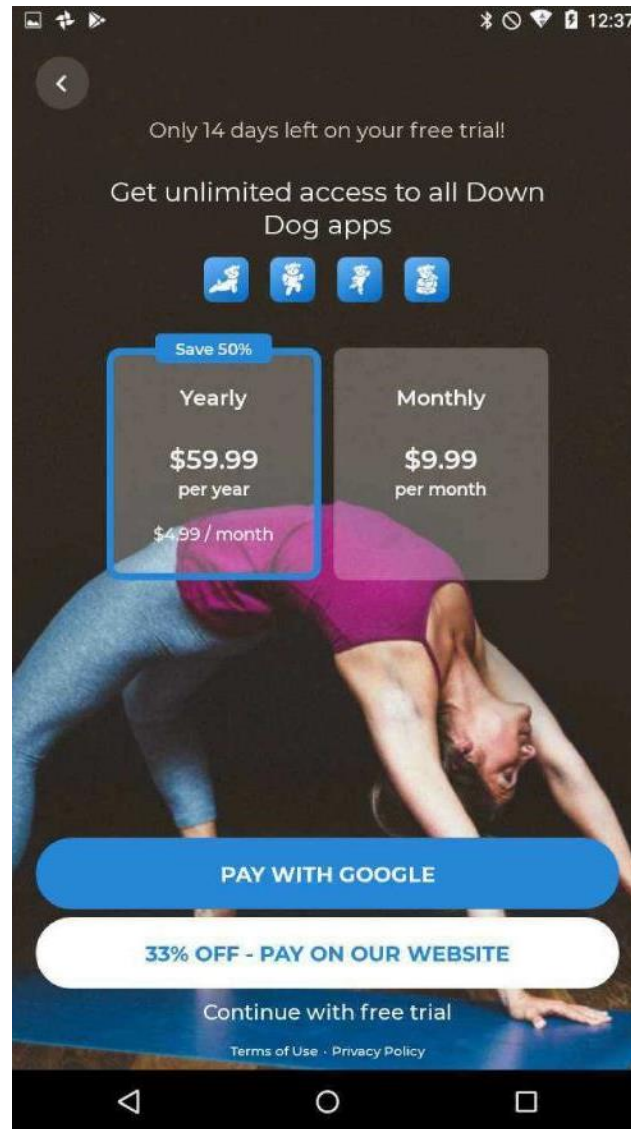
19 15. Prior to January 16, 2024, Apple prohibited Down Dog from telling our iOS users,
20 within the app, that they could obtain a subscription more cheaply on our website, as compared to
21 making an in-app purchase.

22 16. By contrast, prior to 2022, Google did not prevent Down Dog from informing its
23 Android users that they could pay less for our subscriptions by purchasing them on our website,
24 rather than within the app. Down Dog took advantage of that opportunity and included a button
25 within its Android native apps that informed users that they could purchase a subscription on our
26 website for as much as 33% less than what they would be required to pay to purchase the
27 subscription within the Android native app.

28 17. Figure 1 is an example of what Down Dog’s Android apps looked like prior to

1 May 2022, when they included a button allowing a user to purchase a subscription on Down
2 Dog’s website.

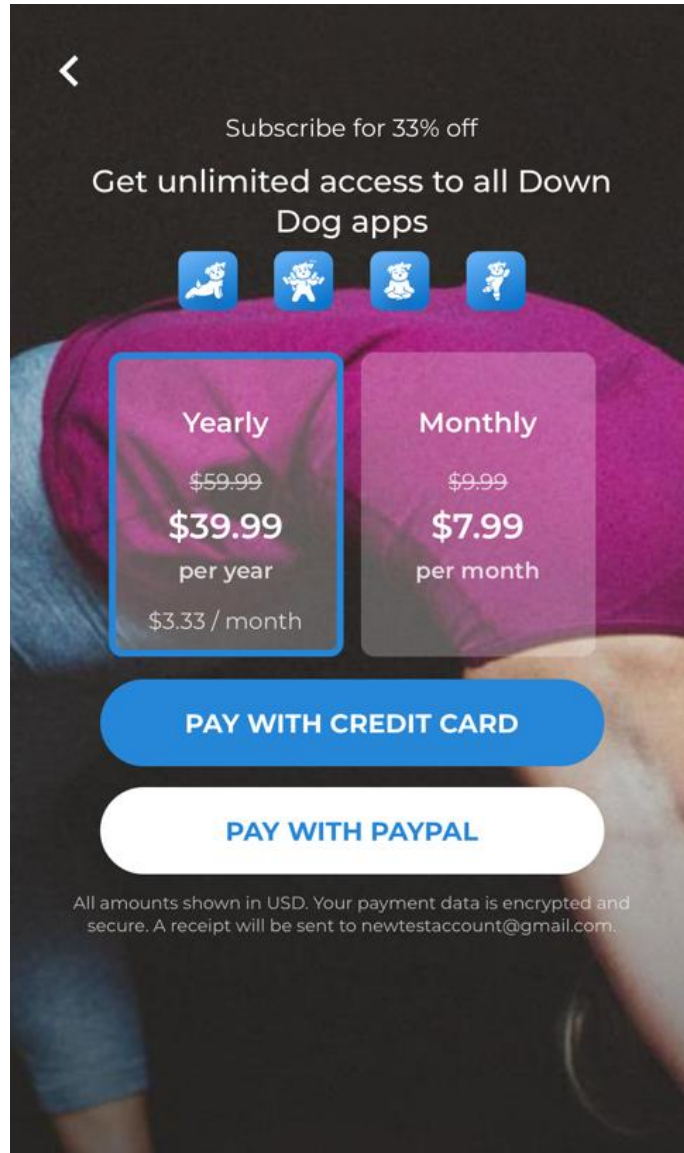
3 **Figure 1**



23 18. Users had to be logged in on the app in order to see this page. If users then
24 clicked on the “Pay On Our Website” button within the app, they were directed to a landing page
25 on Down Dog’s website using a unique URL linked to their account. This guaranteed that the user
26 was purchasing a subscription for the correct account. The user then had the option of paying for
27 their subscription on Down Dog’s webpage using PayPal or a credit card.

1 19. Figure 2 is an example of the page on Down Dog’s website that users would be
2 taken to if they clicked the button within the Android native app.

3 **Figure 2**



23 20. While the steering buttons were in place within Down Dog’s Android apps, they
24 proved highly effective in getting Android users to opt for the lower price available to them on
25 Down Dog’s website, instead of paying more by purchasing their subscriptions within the
26 Android native app. Providing this option also increased the number of users subscribing
27 overall, as detailed below.

28 21. Among Android users who purchased a subscription while there was a button

1 within the Android native app that took users to the Down Dog website, roughly 90% of users
2 chose to subscribe on our website, while only 10% chose to subscribe in-app.

3 22. In 2020 Google released what they described as a “clarification” of their policies,
4 making it clear that in the future, we would not be allowed to continue linking out to our website
5 for purchases. To determine the effect this change would have, we did an A/B test in the Android
6 apps to determine what effect removing the website purchase button would have. We found that,
7 among users who were not shown the website purchase button (i.e., who were shown what a
8 typical iOS app user would see), only about 50% of users who purchased a subscription did so on
9 the website, compared to about 90% who were shown the button. In both cases, users were
10 emailed about the website purchase option, which we believe is how the ~50% of users who
11 subscribed on our website were able to do so.

12 23. Further, during the same testing described above, Down Dog found that the overall
13 rate of subscriptions was 28% lower among the users who were not shown the in-app button to
14 purchase on our website. Users who downloaded the app and created an account were 28% less
15 likely to purchase a subscription at all, whether in-app or on our website, if they were not shown
16 the in-app button linking to the website purchase option.

17 24. As noted above, Down Dog removed the website purchase button for all users
18 when Google required it of us in May of 2022. Since then, the number of users choosing to
19 subscribe in-app versus on our website has been roughly 50/50, the same as in the experiment,
20 and also the same as what we see on iOS where we have never been allowed to have the website
21 purchase button in-app.

22 **IV. Apple’s New Policies Prevent Down Dog from Steering Users to Its Website.**

23 25. I understand that this Court’s injunction was intended to allow Down Dog to steer
24 its users to the cheaper purchasing options it offers on its website by using buttons, links or other
25 notices it could display within the app, as it previously had done within its Android apps.

26 26. Given the success of Down Dog’s steering within its Android apps, I was excited
27 about the implementation of the injunction and was looking forward to having Down Dog engage
28 in similar steering within its iOS apps, to the mutual benefit of Down Dog and its users.

1 27. But Apple’s policies, as announced on January 16, 2024, prohibit the kind of
2 steering Down Dog used in its Android apps and, unless changed, would completely prevent
3 Down Dog from steering its iOS users, within the app, to purchase their Down Dog subscription
4 from the Down Dog website, at a significant discount.

5 28. First, Apple’s new policies prohibit the external purchase link from being
6 “displayed on any page that is part of an in-app flow to merchandise or initiate a purchase using
7 in-app purchase.” This means that Down Dog cannot present both options to the user on the same
8 screen, as we did on Android. This very much inhibits our ability to give users a choice in how to
9 subscribe, as we are not allowed to display all of the user’s options at once. Displaying the
10 options on separate screens is also likely to lead to user confusion, as it suggests that the two
11 options are unrelated offerings. There does not appear to be any justification for this requirement
12 except to intentionally obfuscate the choice to users.

13 29. Second, Apple requires that the external purchase link “be displayed no more than
14 once in app, on no more than one app page the user navigates to (not an interstitial, modal, or
15 pop-up), in a single, dedicated location on such page, and may not persist beyond that page.” This
16 means that we cannot present the purchase page to users automatically, but would instead have to
17 hope that users find it themselves from the menu in the app. Although the purchase page is
18 accessible from the menu, over two thirds of users who subscribe in-app do so when the purchase
19 page is presented as a “pop-up” after they create their account or after their trial has ended. Apple
20 has no general restrictions against interstitials, modals, or pop-ups. They are allowed for in-app
21 purchases using IAP, for purchases of physical goods not using in-app billing, and for pages that
22 contain other types of links. This requirement therefore appears to only exist to handicap the
23 external purchase option.

24 30. Third, when users click the external purchase link, Apple will automatically
25 display a warning screen discouraging users from making a purchase on Down Dog’s website.
26 This screen warns users about security risks of purchases on Down Dog’s website and suggests
27 that refunds will not be available. This is misleading, as Down Dog has never had a security
28 incident related to website purchases. All payments on our website are processed with PayPal or

1 Stripe, two of the largest and most reputable payment processors in the world. Additionally,
2 Down Dog issues refunds to any user who requests one within 30 days of their payment, a grace
3 period that, ironically, is more generous than Apple's own 24-hour policy. The font size on this
4 screen is also absurdly large, clearly intended to scare users, and goes against Apple's own design
5 guidelines, which state: "Strive to maintain a minimum font size that most people can read
6 easily," (as seen at <https://developer.apple.com/design/human-interface-guidelines/typography>).
7 Apple displays no such warnings when users pay with a payment method other than IAP, such as
8 PayPal or Stripe, for physical goods or services in-app. Clearly there are no additional security
9 risks when purchasing digital goods vs physical goods, so again this appears to have no
10 justification except to handicap the external purchase option.


11 31. Fourth, Apple requires the external link to use a single static URL, meaning that
12 the link cannot take users to a page where they are automatically logged in to the correct account.
13 As described above, this is different from the buttons that Down Dog previously included in its
14 Android native apps. This is a serious problem because users sometimes unintentionally log in
15 with a different email address than the email address they used inside the app. This can cause
16 them to make a purchase for the wrong account and creates confusion when they return to the app
17 and do not see or have access to their paid subscription. Without this requirement, we could
18 easily link users to a page where they are guaranteed to be purchasing for the correct account.
19 Apple has no general prohibition against dynamic links and we are allowed to provide other links
20 in the app that are unique to the user in order to automatically log them in or provide similar
21 functionality. This requirement therefore introduces the possibility that users make incorrect
22 purchases for no apparent benefit except to further handicap the external purchase option.

23 32. Fifth, the fees that Apple charges on external or steered purchases would require
24 Down Dog to raise its website prices to match those in-app, and even then, Down Dog would
25 make less money on linked purchases than it would make on in-app purchases, thus removing the
26 primary economic incentives for users to purchase externally, or for Down Dog to try to steer
27 users to its website. Down Dog's website prices have always been lower than prices offered in its
28 apps because we pay significantly lower processing fees for our website purchases: about 3.5-

1 6.5% for Stripe or PayPal payments on our website, versus the 15-30% fee collected by Apple for
2 in-app purchases. This is why Down Dog currently offers a discount of 33% on purchases
3 completed on our website. That discount is good for Down Dog and its users alike – users pay
4 much less, and Down Dog sells more subscriptions. But under Apple's proposed policy, the fees
5 collected by Apple would be only 3% less for purchases made on our website, as compared to the
6 fees Apple charges for in-app purchases. Our actual collected revenue would therefore be lower
7 for website purchase than for in-app purchases, even after raising the website prices to match
8 those in-app. Although some users may simply prefer to use a credit card or PayPal instead of in-
9 app billing, we have always assumed that the primary reason users choose to subscribe on our
10 website is because of the reduced price, which we would no longer be able to offer under Apple's
11 new policies.

12 33. Sixth, adding an external purchase link would require us to pay Apple's fees for
13 website purchases that would have occurred even without the link. As stated above, roughly half
14 of our iOS users subscribe on our website for a reduced price, even without the ability to steer
15 from within the app. This is because we also email our users about the website purchase option,
16 and it is also presented to them if they use the web app to practice. Apple's proposed policy would
17 require us to pay their fee for any purchases that occur within seven days of a user clicking the
18 external purchase link. This means we would end up paying the fee for many purchases that
19 would have occurred even without the in-app link. This alone is enough reason for Down Dog to
20 not even consider applying for the external purchase link entitlement.

21 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
22 and correct and that I executed this declaration on March 12, 2024, in San Francisco, CA.

23
24 
25 Benjamin Simon

1 I, Gary A. Bornstein, am the ECF User whose ID and password are being used to file this
2 Declaration of Benjamin Simon in Support of Epic Games, Inc.'s Motion to Enforce Injunction.
3 In compliance with Civil Local Rule 5-1(i), I hereby attest that concurrence in the filing of this
4 document has been obtained from the signatory.

5
6 /s/ Gary A. Bornstein
7 Gary A. Bornstein
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

EPIC GAMES, INC.,

Plaintiff, Counter-defendant,

v.

APPLE INC.,

Defendant, Counterclaimant.

No. 4:20-CV-05640-YGR-TSH
**DECLARATION OF CHRISTIAN
BAILEY OWENS**

The Honorable Yvonne Gonzalez Rogers

1 I, Christian B. Owens, declare as follows:

2 1. I founded Paddle.com Market Limited (“Paddle”) in 2012 and serve as its
3 executive chairman. Previously, I was the CEO of Paddle.

4 2. My responsibilities over the years have included making operational decisions for
5 Paddle, overseeing its strategy, and making key decisions for the company.

6 3. I submit this declaration in support of Epic’s Motion to Enforce Injunction.

7 **I. Introduction**

8 4. I submit this declaration because the steps Apple is taking purportedly to comply
9 with the injunction entered by this Court do not realistically allow developers of iOS applications
10 to make their users aware of, and link users to, web-based purchase options.

11 5. I understand this Court ordered Apple to remove from its App Review Guidelines
12 Apple’s prohibition on developers incorporating into their app “buttons, links and other calls to
13 action” encouraging users to complete purchases outside the app rather than within the app. I
14 understand the Court found that Apple’s prohibition shielded Apple from competition by
15 preventing developers from “communicat[ing] lower prices on other platforms either within iOS
16 or to users obtained from the iOS platform.”

17 6. Paddle has the capability to support payments for digital goods on iOS, including
18 web purchases launched from iOS app developers’ websites. It was Paddle’s hope that with the
19 injunction in place, Paddle could offer developers a payment solution that would help developers
20 take advantage of their new ability to let users link out of their iOS apps to make web-based
21 purchases.

22 7. I have reviewed the submission that Apple made with this Court on January 16,
23 2024, which Apple styled as its “Notice of Compliance” (the “Notice”). As set forth in that
24 submission, Apple claims that it now allows developers to choose to use third-party payment
25 solutions.

26 8. But this “choice” is illusory. Apple’s revised App Review Guidelines and policies
27 outlined in its Notice would still foreclose Paddle from offering its solution to iOS app developers
28 who include an external purchasing link in their iOS app. Apple has encumbered any attempt at

1 linking outside of the app with so many layers of technical and financial hurdles that I would
2 expect no or almost no developer to utilize the new external link entitlements Apple now offers.
3 For example, Apple mandates that external links may not be displayed within any “purchase
4 flow,” which is where they might be useful to users; they may only utilize static URLs,
5 preventing any dynamism in pricing, special sales, or even linking to any specific product page.

6 9. Apple has also implemented a new 27% fee that it will charge if a user of an iOS
7 app elects to use other web-based purchase options through an allowed link (or 12% for apps that
8 qualify for Apple’s Small Business Program). Apple’s new fee means that to present any pricing
9 benefit to developers and users, the developer would have to find a payment solution that would
10 service payments on its website for less than a 3% fee. Paddle cannot charge a 3% commission
11 for its services without losing money. Just the cost to clear transactions Paddle handles (i.e., out
12 of pocket fees Paddle must pay to financial intermediaries) would amount to around 4%, on
13 average, for the transactions likely to be carried out on an iOS app developer’s website. This is
14 without even accounting for Paddle’s other substantial costs to run its business and offer other
15 billing services. I expect that is true of other similarly situated providers, given the underlying
16 economics of taking payments.

17 10. In short, Apple’s new fee makes it financially unattractive for developers to choose
18 a different payment solution than Apple’s and would prevent any meaningful competition
19 between payment solutions servicing web-based purchases and Apple’s IAP. Apple’s
20 contemplated path forward would thus foreclose developers from using Paddle’s solution or other
21 potential alternatives.

22 II. Overview of Paddle

23 11. I have worked in the technology and software industry my whole career. I
24 successfully started my first software company when I was 16. My company sold its software
25 internationally, and I found that I was spending a lot of time resolving payment issues, like
26 managing tax compliance and foreign exchange fees in different countries. This gave me the idea
27 of creating a one-stop solution to help developers sell their digital products globally seamlessly.
28 This idea ultimately became Paddle.

1 12. Paddle offers an end-to-end payment solution that allows developers to sell their
2 products internationally over the web while maintaining compliance with different countries'
3 legal, regulatory, and tax obligations. Paddle currently transacts in around 30 different currencies
4 and regularly adds support for additional currencies when requested by developers.

5 13. Paddle handles every aspect of a transaction. This includes checkout, billing,
6 invoicing, tax calculation and remittance, chargeback services, refunds, subscription
7 management, analytics, and cross-platform support.

8 14. With respect to payment methods, Paddle accepts a wide range of credit cards,
9 including Visa, Mastercard, American Express, Discover, and others. Paddle accepts Apple Pay
10 on Safari and Google Pay in Google Chrome. Paddle also accepts PayPal, Alipay, IDEAL and
11 wire transfers. With respect to payment processing, Paddle relies on trusted and secure payment
12 processors such as PayPal and Stripe. Paddle does not itself directly process payments.

13 15. In connection with providing these services, Paddle serves as a merchant of record
14 for software companies in connection with sales of their digital products. In other words, software
15 companies sell their digital products to Paddle, and Paddle resells them to customers. By serving
16 as the merchant of record, Paddle assumes liability for the transaction, including compliance with
17 local laws in each jurisdiction. Paddle is able to serve as the merchant of record while still
18 allowing the software companies that use Paddle to maintain a relationship with the customer in
19 their capacity as licensor and developer of the product.

20 16. Paddle has grown significantly since its founding in 2012. Paddle is available in
21 over 200 countries around the world. Paddle has hundreds of employees with offices in several
22 countries, including in the UK, United States, and Argentina, and has thousands of customers.
23 They range from small software developers who offer 99 cent apps to large enterprises such as
24 3Commas, Tailwind, and Geoguessr. Paddle's customers include companies that sell their digital
25 products on a subscription basis, and Paddle offers sophisticated billing and customer service
26 infrastructure to support those customers. Paddle has been used as a billing method in connection
27 with tens of millions of transactions.

28 17. Paddle's solution is available across a variety of platforms. Paddle offers a web-

1 based solution. Paddle also offers a solution that is accessible through native apps on both PCs
2 and Macs.

3 18. Paddle makes money by charging for its services on a per-transaction basis.
4 Paddle's default fee is 5% of the purchase price plus a further \$0.50 per transaction. Paddle also
5 enters into bespoke pricing arrangements with certain developers. For example, Paddle charges
6 lower prices to developers that have large transaction volumes and offers discounted pricing to
7 certain smaller developers who sell digital products for very low prices—what we refer to in the
8 industry as “microtransactions.” For microtransactions, Paddle offers a fee based on a percentage
9 of the purchase price (typically around 10% or lower), without an additional flat fee component.
10 This makes it economical for developers to use Paddle even if their transactions are very small.
11 Across all of our customers and transactions, the average effective commission Paddle charges is
12 in the range of 6% to 7%.

13 19. Paddle's solution is highly secure. Paddle is in compliance with multiple industry
14 security standards, including the Payment Card Industry Data Security Standard and the SOC 2
15 standard for internal controls. Paddle reviews all of the digital products that are sold using its
16 solution and is routinely subject to successful external security audits by third parties. Paddle also
17 has structured its solution to leverage the security advantages of trusted third parties. Specifically,
18 as stated above, Paddle uses known and highly secure third parties like PayPal and Stripe to
19 process transactions. Paddle also relies on secure third parties to store sensitive information such
20 as credit card information. In addition, Paddle monitors transactions for indicia of fraud by
21 allocating fraud scores and reviewing transactions as appropriate. Paddle also is in compliance
22 with multiple stringent data security regulatory schemes, including the California Consumer
23 Privacy Act (the “CCPA”) and General Data Protection Regulation (the “GDPR”).

24 **III. Paddle's Payment Solution for iOS App Developers**

25 20. Paddle has received many requests over the years from iOS app developers to use
26 Paddle's solution. But, unfortunately, Apple's rules have historically restricted Paddle's use on
27 iOS. These rules included, among other things, anti-steering restrictions that prohibited
28 developers from directing potential purchasers of digital goods to the developers' own websites,

1 where alternative payment solutions such as Paddle’s could be used.

2 21. As someone who has been in the payments industry for over a decade, and in
3 connection with my role at Paddle, I carefully monitor developments within the payments
4 industry. I had been monitoring this litigation at a high level with great interest, because, as I
5 understood it, if Epic were to prevail, it could mean that app developers could include links in
6 their iOS apps that would take users to a web-based purchase using Paddle’s payment solution.

7 22. On September 10, 2021, this Court granted an injunction in this litigation
8 restraining Apple from, among other things, prohibiting developers from including in their apps
9 “external links, or other calls to action that direct customers to purchasing mechanisms.”

10 23. After becoming aware of this development shortly after the Court entered its order,
11 I set up a team within Paddle to look into how we might make our solution available to iOS app
12 developers. We developed broad capabilities to support iOS app developers’ use of Paddle. Our
13 capabilities include making Paddle’s solution available for the purchase of digital goods from an
14 iOS app developer’s website.

15 24. Based on my experience in the industry and feedback we have received from
16 customers over the years, Paddle’s solution would be an attractive option for iOS app developers.
17 Paddle’s solution, like Apple’s existing one, could be used to handle transactions, subscription
18 management, tax compliance, and pricing localization. But Paddle also can offer iOS app
19 developers additional features not available with Apple’s solution, including cross-platform
20 support, direct customer support, and refund processing, among others.

21 25. With cross-platform support, iOS app developers could use Paddle’s solution
22 across a range of platforms where they sell digital products. By contrast, Apple’s solution is
23 limited solely to apps downloaded on Apple’s App Store. Paddle’s solution also would allow
24 developers to continue to be in the driver’s seat of their own customer relationships. They are able
25 to offer input regarding bespoke refund policies and have greater access to their customers
26 including fielding questions or concerns from customers. By contrast, Apple requires developers
27 to essentially sever the link with their customers, such that their customers have to rely on Apple
28 to manage the customer, end to end.

1 26. Paddle would also charge much less to iOS app developers than Apple does. For
2 transactions completed on an iOS app developer's website, Paddle would utilize its default
3 pricing of 5% + \$0.50, or a 10% without any flat fee in the case of microtransactions. By contrast,
4 Apple charges developers 30% (or 15% in some cases).

5 **IV. Apple's Notice**

6 27. Paddle has the capability to support transactions for digital goods made through an
7 iOS app developer's website. But based on my review of Apple's Notice, the new hurdles that
8 Apple imposes would as a practical matter prevent iOS app developers from using an external
9 purchasing link within their app and then using Paddle's solution, or any other alternative
10 payment option, on their website. These new hurdles include the following:

11 28. First, Apple mandates that any external links not be displayed within the normal
12 "purchase flow," significantly limiting the ability of developers to direct users to such links.
13 Apple instead requires that the link directing a customer to an external purchase option be located
14 in only a single location within the app, and must direct the customer to a set location on the
15 external website. *See* Notice. Ex. 1 at 44 (Apple's new App Store Review Guidelines). This is a
16 significant concern because, based on my experience in the payments industry, purchasers of
17 digital goods would ordinarily expect to be able to find available purchase options during the
18 process of identifying and selecting a potential digital good for purchase. As a result, many
19 potential purchasers who might otherwise be interested in a potential alternative payment solution
20 may not find and use it. Moreover, this process would result in the customer having to essentially
21 start a transaction from scratch from the website, including re-entering log-in information and re-
22 locating whatever digital product they wished to purchase. This would introduce a tremendous
23 amount of friction into the purchasing process, even for those potential users that successfully
24 find and click an external purchasing link within the app. Notably, developers can only avoid
25 these frictions by continuing to make their purchases in the app using Apple IAP.

26 29. These frictions also stand in stark contrast to the streamlined design of payment
27 solutions like Paddle's. Paddle's solutions are designed to streamline the payment process,
28 including when it occurs on a developer's website after a user clicks an external purchasing link.

1 We streamline the payment flow because it is common knowledge in the industry, and also our
2 experience, that customers will abandon transactions that are unduly cumbersome to complete,
3 such as those exemplified by the payment flow that Apple mandates.

4 30. Second, Apple requires that any developer that wishes to include a link to its
5 website has to “complete and submit a request form to Apple providing details about its app, the
6 External Purchase Link it wishes to include, and the website domain to which the External
7 Purchase Link will direct users.” *Id.* at 6. This application process is unduly onerous and I am
8 concerned that it will deter developers from seeking to use a payment solution like Paddle’s.
9 Moreover, this process would limit external links solely to pre-approved static URLs. As a result,
10 developers would lose flexibility in how they use a solution like Paddle’s on their website, as
11 Apple’s process would preclude them from offering dynamic pricing or special sales.

12 31. Third, Apple would further discourage purchases on alternative platforms by
13 presenting users with what we in the industry call a “scare screen” if they were to follow a link
14 outside the iOS app. In this case, the scare screen would warn customers that they are about to be
15 directed to an external website whose security Apple cannot ensure. Notice at Ex. 3 (screenshot
16 from Apple’s online developer guidelines). As described above, Paddle’s solution is highly
17 secure. Yet the scare screen Apple proposes would unjustifiably cast doubt on the security of *any*
18 out-of-app purchase, including web-based purchases made through Paddle’s widely used secure
19 solution.

20 32. Fourth, Apple plans to introduce a new fee that would make purchases on
21 alternative platforms reached through a link financially unattractive to developers. In its Notice,
22 Apple says that “Apple will apply a 27% commission to transactions for digital goods and
23 services that take place on a developer’s website within seven days after a user taps through an
24 External Purchase Link from the system disclosure sheet to an external website Developers
25 eligible for and participating in the App Store Small Business Program will be charged a 12%
26 commission on purchases made within seven days after a user taps on an External Purchase Link
27 and continues from the system disclosure sheet to an external website.” Notice at 12. Apple
28 already charges a 30% fee (15% in some instances) for in-app purchases. In other words,

1 developers would be paying Apple the same fee as before, minus 3%. Apple’s new fee is thus
2 almost the same as its previous one, even though Apple would not be providing any payment
3 services in connection with transactions that utilize alternative payment solutions.

4 33. This new fee puts solutions like Paddle’s in an untenable financial situation. As a
5 result of this economic structure, Paddle would have to reduce the commission it charges to less
6 than 3% in order to even compete on price with Apple. But charging such a low commission
7 would not be feasible for Paddle. Paddle’s business model has certain fixed costs built in. The
8 cost of paying payment processors to process the transaction, alone, is around 3% on average for
9 our transactions today, and would likely be closer to 4% for our iOS solution based on the
10 anticipated smaller transaction size for iOS transactions. Paddle also has additional costs to run its
11 business and provide other services to its customers—services that Apple otherwise would be
12 responsible for if Apple IAP were being used. As a result, Paddle would not be able to compete
13 on price without losing substantial money. Based on my experience, I believe other payment
14 solutions and payment processors would face the same structural economic problem, given that
15 the cost of payment processing alone (without accounting for other payment services of the sort
16 Paddle offers) typically costs around at least 3-4%.

17 34. Thus, even though Paddle has the capability to offer developers a payment solution
18 that I believe is both better and cheaper than Apple IAP, the new fee that Apple now imposes will
19 prevent iOS app developers from using an external purchasing link in their apps, and thus prevent
20 Paddle from providing its payment solution for use with such links.

21 * * *

22 35. In sum, the new hurdles that Apple now imposes make it all but impossible for
23 iOS app developers to use an alternative solution like Paddle’s. Apple’s restrictions and
24 requirements mean that using an external link to make purchases on an alternative platform would
25 cost more to developers than Apple IAP and would be much more cumbersome for users and
26 developers alike. Given my experience in the payments industry, I believe that the frictions and
27 financial barriers that Apple imposes are not unique to Paddle, but would affect other payment
28 solution providers in similar ways.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct. This declaration was executed this 13 day of March 2024, in Bath, UK _____.

DocuSigned by:
Christian Owens
CC7986F5EE4947D...
CHRISTIAN B. OWENS _____

1 I, Gary A. Bornstein, am the ECF User whose ID and password are being used to file this
2 Declaration of Benjamin Simon in Support of Epic Games, Inc.'s Motion to Enforce Injunction.
3 In compliance with Civil Local Rule 5-1(i), I hereby attest that concurrence in the filing of this
4 document has been obtained from the signatory.

5
6 /s/ Gary A. Bornstein
7 Gary A. Bornstein
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 GARY A. BORNSTEIN (*pro hac vice*)
 gbornstein@cravath.com
 2 YONATAN EVEN (*pro hac vice*)
 yeven@cravath.com
 3 LAUREN A. MOSKOWITZ (*pro hac vice*)
 lmoskowitz@cravath.com
 4 JUSTIN C. CLARKE (*pro hac vice*)
 jcclarke@cravath.com
 5 MICHAEL J. ZAKEN (*pro hac vice*)
 mzaken@cravath.com
 6 M. BRENT BYARS (*pro hac vice*)
 mbyars@cravath.com
CRAVATH, SWAINE & MOORE LLP
 7 825 Eighth Avenue
 New York, New York 10019
 8 Telephone: (212) 474-1000
 Facsimile: (212) 474-3700
 9

10 PAUL J. RIEHLE (SBN 115199)
 paul.riehle@faegredrinker.com
FAEGRE DRINKER BIDDLE & REATH LLP
 11 Four Embarcadero Center
 San Francisco, California 94111
 12 Telephone: (415) 591-7500
 Facsimile: (415) 591-7510
 13

14 *Attorneys for Plaintiff and Counter-defendant*
Epic Games, Inc.

15 **UNITED STATES DISTRICT COURT**
 16 **NORTHERN DISTRICT OF CALIFORNIA**
 17 **OAKLAND DIVISION**

18 EPIC GAMES, INC.,
19 Plaintiff, Counter-defendant,
20 v.
21 APPLE INC.,
22 Defendant, Counterclaimant.

Case No. 4:20-CV-05640-YGR-TSH
**DECLARATION OF YONATAN EVEN IN
 SUPPORT OF EPIC GAMES, INC.'S
 MOTION TO ENFORCE INJUNCTION**
 Judge: Hon. Yvonne Gonzalez Rogers

1 I, Yonatan Even, declare as follows:

2 1. I am a Partner at Cravath, Swaine & Moore LLP, counsel to Epic Games, Inc.
3 (“Epic”) in the above-captioned actions. I am admitted to appear before this Court *pro hac vice*.

4 2. I submit this declaration in support of Epic’s Motion to Enforce Injunction (the
5 “Motion”).

6 3. I have personal, first-hand knowledge of the facts set forth in this Declaration. If
7 called as a witness, I could and would competently testify to these facts under oath.

8 4. Attached hereto as **Exhibit A** is a true and correct copy of an email exchange
9 between counsel for Apple Inc. (“Apple”) and counsel for Epic, dated between February 19,
10 2024, and March 8, 2024.

11 5. Attached hereto as **Exhibit B** is a true and correct copy of Apple’s “App Review
12 Guidelines”, amended March 5, 2024, which is available at the URL address:
13 <https://developer.apple.com/app-store/review/guidelines/>.

14 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
15 and correct and that I executed this declaration on March 13, 2024 in New York, New York.

16
17 /s/ Yonatan Even
Yonatan Even

18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

From: Perry, Mark <Mark.Perry@weil.com>
Sent: Friday, March 8, 2024 3:24 PM
To: Yonatan Even <YEven@cravath.com>
Cc: Gary Bornstein <GBornstein@cravath.com>
Subject: Re: Apple Compliance Notice

External (mark.perry@weil.com)

[Report This Email](#) [FAQ](#)

Yonatan,

Your question about 3.1.3 has been answered by Apple in a March 5 post here: <https://developer.apple.com/news/>

The schedule proposed below is acceptable to Apple. Although we may need to seek an extension of time once we see your motion in light of other commitments, we'd prefer to get any issues resolved promptly.

Thanks.

MAP

<image002.jpg>

Mark A. Perry
Appeals and Strategic Counseling Co-Head

Weil, Gotshal & Manges LLP
2001 M Street NW, Suite 600
Washington, DC 20036
mark.perry@weil.com
+1 202 682 7511 Direct
+1 540 692 2460 Mobile

From: Yonatan Even <YEven@cravath.com>
Date: Monday, February 26, 2024 at 6:30 PM
To: Mark Perry <Mark.Perry@weil.com>
Cc: Gary Bornstein <GBornstein@cravath.com>
Subject: RE: Apple Compliance Notice

Mark:

Your email does not respond to our question concerning a clarification or amendment of Apple's Guidelines 3.1.3, the express language of which still prohibits all steering as to applications covered by that Guideline, including multiplatform

services. See Guideline 3.1.3 (prohibiting covered apps other than Reader Apps from “encourag[ing] users to use a purchasing method other than in-app purchase”). The link that you provided does not address the question either. We ask that you please provide a substantive answer on that issue promptly.

As to the timing of any filing, we propose the following briefing schedule:

Epic opening: March 12

Apple response : April 2

Epic reply: April 12

Please let us know if that timeline is acceptable.

Yonatan

Yonatan Even

Cravath, Swaine & Moore LLP

825 Eighth Avenue, New York, NY 10019

T +1-212-474-1958

C +1-917-583-5311

From: Perry, Mark <Mark.Perry@weil.com>
Sent: Wednesday, February 21, 2024 5:30 PM
To: Yonatan Even <YEven@cravath.com>
Cc: Gary Bornstein <GBornstein@cravath.com>
Subject: Re: Apple Compliance Notice

Yonatan,

As I explained during our call: (1) apps approved to use the StoreKit External Purchase Link Entitlement (US) must comply with the terms of that entitlement; and (2) apps that provide Multiplatform Services may (if approved) use the StoreKit External Purchase Link Entitlement (US). Many issues concerning the entitlement are addressed at this developer resource page, which is updated periodically: <https://developer.apple.com/support/storekit-external-entitlement-us/>.

We note that Epic’s January 30 “notice” to the Court stated that “Epic is in the process of meeting and conferring with Apple regarding a briefing schedule for Epic’s forthcoming motion.” We understand that the scheduling discussions will take place in advance of the filing of any motion by Epic. Accordingly, please let us know when you intend to file.

Thanks.

MAP

<image001.jpg>

Mark A. Perry

Appeals and Strategic Counseling Co-Head

Weil, Gotshal & Manges LLP
2001 M Street NW, Suite 600
Washington, DC 20036
mark.perry@weil.com
+1 202 682 7511 Direct
+1 540 692 2460 Mobile

From: Yonatan Even <YEven@cravath.com>
Date: Monday, February 19, 2024 at 8:04 PM
To: Mark Perry <Mark.Perry@weil.com>
Cc: Gary Bornstein <GBornstein@cravath.com>
Subject: Apple Compliance Notice

Mark:

Thank you for the call last week. It is Epic's understanding, based on your representations on the call, that (1) "Links to Other Purchase Methods" incorporated under a specific entitlement, as defined in Guideline 3.1.1(a) and consistent with the various rules therein, is the only in-app steering mechanism Apple allows developers to utilize; and (2) Multiplatform Services subject to Guideline 3.1.3(b) may obtain entitlements to "Links to Other Purchase Methods", notwithstanding Guideline 3.1.3's prohibition on "Apps in this section", which include Multiplatform Services, from "within the app, encourag[ing] users to use a purchasing method other than in-app purchase" (with a single exception for Reader Apps, which is not implicated here).

Please confirm the above understanding. In addition, please let us know how Apple intends to modify Guideline 3.1.3 or otherwise inform all developers of Apple's position on point (2) above, given the inconsistency between Apple's position as stated on our call and the plain language of Guideline 3.1.3.

Regards,

Yonatan Even

Cravath, Swaine & Moore LLP
825 Eighth Avenue, New York, NY 10019
T +1-212-474-1958
C +1-917-583-5311

This e-mail is confidential and may be privileged. Use or disclosure of it by anyone other than a designated addressee is unauthorized. If you are not an intended recipient, please delete this e-mail from the computer on which you received it.

The information contained in this email message is intended only for use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly

prohibited. If you have received this communication in error, please immediately notify us by email, postmaster@weil.com, and destroy the original message. Thank you.

This e-mail is confidential and may be privileged. Use or disclosure of it by anyone other than a designated addressee is unauthorized. If you are not an intended recipient, please delete this e-mail from the computer on which you received it.

The information contained in this email message is intended only for use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by email, postmaster@weil.com, and destroy the original message. Thank you.

EXHIBIT B

App 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 our platforms, and want to help you understand our guidelines so you can be confident your app will get through the review process quickly.

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. We also scan each app for malware and other software that may impact user safety, security, and privacy. These efforts have made Apple's platforms the safest for consumers around the world.

In the European Union, developers can also distribute notarized iOS apps from alternative app marketplaces. Learn more about [alternative app marketplaces](#) and [Notarization for iOS apps](#). You can see which guidelines apply to Notarization for iOS apps by clicking on "Show Notarization Review Guidelines Only" in the menu to the left.

For everything else there is always the open Internet. If the App Store model and guidelines or alternative app marketplaces and Notarization for iOS apps 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 about distributing your app on our platforms:

- 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 [Apple Developer Program](#).
- 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 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](#)

Guidelines that include  apply to [Notarization for iOS apps](#) in the EU.

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. Some of these rules are also included in [Notarization for iOS apps](#).

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 [parental gates](#).

You must comply with applicable privacy laws around the world relating to the collection of data from children online. Be sure to review the [Privacy section](#) 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. 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 [TestFlight Beta Testing](#) 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


(a)  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 or a block from installing via alternative distribution and termination of your developer account.


(b) Egregious or repeated behavior is grounds for removal from the 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 [Promoting Your In-App Purchases](#), and that your app properly handles the [SKPaymentTransactionObserver method](#) 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 [App Store Category Definitions](#) 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 in the App Store 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 or alternative app marketplaces 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

Introduction

Before You Submit

1. Safety

2. Performance

2.1 App Completeness

2.2 Beta Testing

2.3 Accurate Metadata

2.4 Hardware Compatibility


2.5 Software Requirements

3. Business

4. Design

5. Legal


After You Submit

 Show Notarization Review Guidelines Only


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 [Universal apps](#).

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 [macOS File System Documentation](#). 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 third-party 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 [public APIs](#). 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. You may apply for an entitlement to use an alternative web browser engine in your app. [Learn more about these entitlements.](#)

2.5.7 Intentionally omitted.

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.

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 [LocalAuthentication](#) (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  Widgets, extensions, and notifications should be related to the content and functionality of your app.

(a) 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 [Connectivity Standards Alliance](#) 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 App Store's 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 [Receipts](#) and [Device Check](#).
- 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 website the developer owns or maintains responsibility for in order to purchase such items. Learn more about the [entitlement](#). 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-renewable 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-renewable 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 [sharing a subscription across your apps](#).
- 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-renewable 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 offers](#).
- 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 bait-and-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-renewable music and video subscriptions when purchased in bundles with new cellular data plans, with prior approval by Apple. Other auto-renewable 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 [best practices](#) 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](#).

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.

3.2 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 [approved nonprofit](#).
- (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) Intentionally omitted.

(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) Intentionally omitted.

(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

(a) 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.

(b)  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 Intentionally omitted.

4.2.5 Intentionally omitted.

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

(a)  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.

(b) 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 [App Extension Programming Guide](#), the [Safari app extensions documentation](#), or the [Safari web extensions documentation](#) 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 Intentionally omitted.

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 [MusicKit](#) 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 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 [Apple Music Identity Guidelines](#) 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.

4.7 Mini apps, mini games, streaming games, chatbots, and plug-ins

Apps may offer certain software that is not embedded in the binary, specifically mini apps, mini games, streaming games, chatbots, and plug-ins. You are responsible for all such software offered in your app, including ensuring that such software complies with these Guidelines and all applicable laws. Software that does not comply with one or more guidelines will lead to the rejection of your app. You must also ensure that the software adheres to the additional rules that follow in 4.7.1 and 4.7.5. 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 in apps under this rule must:

- follow all privacy guidelines, including but not limited to the rules set forth in Guideline 5.1 concerning collection, use, and sharing of data, and sensitive data (such as health and personal data from kids);
- include a method for filtering objectionable material, a mechanism to report content and timely responses to concerns, and the ability to block abusive users; and
- use in-app purchase in order to offer digital goods or services to end users.

4.7.2 Your app may not extend or expose native platform APIs to the software without prior permission from Apple.

4.7.3 Your app may not share data or privacy permissions to any individual software offered in your app without explicit user consent in each instance.

4.7.4 You must provide an index of software and metadata available in your app. It must include universal links that lead to all of the software offered in your app.

4.7.5 Your app must share the age rating of the highest age-rated content available in your app.

4.8 Login Services ⓘ

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 as an equivalent option another login service with the following features:

- the login service limits data collection to the user's name and email address;
- the login service allows users to keep their email address private as part of setting up their account; and
- the login service does not collect interactions with your app for advertising purposes without consent.

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.

Another login service is not required if:

- Your app exclusively uses your company's own account setup and sign-in systems.
- Your app is an alternative app marketplace, or an app distributed from an alternative app marketplace, that uses a marketplace-specific login for account, download, and commerce features.
- 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 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 Apple Pay Marketing Guidelines and Human Interface Guidelines. 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

4.10 Monetizing Built-In Capabilities ⓘ

You may not monetize built-in capabilities provided by the hardware or operating system, such as Push Notifications, the camera, or the gyroscope; or Apple services and technologies, such as Apple Music access, iCloud storage, or Screen Time APIs.

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 [privacy best practices](#), applicable laws, and the terms of the [Apple Developer Program License Agreement](#), 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 [Requesting Permission](#).

(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 [offer account deletion within the app](#). 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, X, 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 or alternative app marketplaces.

(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 [Apple Developer Program License Agreement](#)). You must receive explicit permission from users via the App Tracking Transparency APIs to track their activity. Learn more about [tracking](#). Your app may not require users to enable system functionalities (e.g., push notifications, location services, tracking) in order to access functionality, content, use the app, or receive monetary or other compensation, including but not limited to gift cards and codes. 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 [CallKit](#), [HealthKit](#), [ClassKit](#), and [ARKit](#).

(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

(a)  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.

(b) 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 [Guideline 1.3](#).

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 [parental gate requirement](#) 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, [Guideline 2.3.8](#) 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 [Human Interface Guidelines](#) 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 [web form](#). 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

(a)  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.

(b) 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 [Human Interface Guidelines](#) 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 [WeatherKit documentation](#).

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 [NEVPNManager API](#) 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 blocked from installing via alternative distribution 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 blocked from installing via alternative distribution 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 a cornerstone of the App ecosystem. 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 or alternative app marketplaces 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 review process, review of your app will take longer to complete. Learn more about [App Review](#).

- **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 [request an expedited review](#). 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.
- **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, please [submit an appeal](#). This may help get your app on the store. You may also [suggest changes to the guidelines](#) themselves to 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 or an alternative app marketplace, bug fixes will not 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: [March 5, 2024](#)

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

Get the [Apple Developer app](#).

Light Dark **Auto**

Copyright © 2024 Apple Inc. All rights reserved. [Terms of Use](#) | [Privacy Policy](#) | [Agreements and Guidelines](#)

English ▾

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

EPIC GAMES, INC.,

Plaintiff, Counter-defendant,

v.

APPLE INC.,

Defendant, Counterclaimant.

Case No. 4:20-CV-05640-YGR-TSH

**[PROPOSED] ORDER GRANTING EPIC
GAMES, INC.'S MOTION TO ENFORCE
INJUNCTION**

Judge: Hon. Yvonne Gonzalez Rogers

The Court, having considered the evidence and arguments presented to it with respect to Plaintiff and Counter-Defendant Epic Games, Inc.'s ("Epic") Motion to Enforce Injunction ("Motion"), and consistent with the Court's opinion on the Motion issued herewith,

HEREBY ORDERS as follows:

1. Defendant and Counterclaimant Apple Inc. ("Apple") is held in civil contempt for violating this Court's order permanently restraining and enjoining it from "prohibiting developers from . . . including in their apps and their metadata buttons, external links, or other calls to action that direct customers to alternative purchasing methods, in addition to In-App Purchase". (Dkt. 813 (the "Injunction").)

2. Apple shall modify its App Store Review Guidelines (the "Guidelines") to explicitly state that that developers can include in their apps and metadata buttons, external links, or other calls to action that direct customers to purchasing mechanisms other than in-app purchase.

3. Apple shall take all necessary and reasonable steps to bring its policies into compliance with the Injunction and this Court's opinion on Epic's Motion.

4. This Order will take effect in thirty (30) days.

IT IS SO ORDERED.

1 DATED: _____, 2024
2

3 _____
4 The Honorable Yvonne Gonzalez Rogers
5 United States District Court Judge
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27