



# Apple Developer Program Information

## Introduction

The Apple Developer Program provides a complete and integrated process for developing and distributing applications for Apple-branded products.

With Xcode and the Apple SDKs, you can get started developing your applications for iPad, iPhone, iPod touch and Apple Watch. If you want distribute such applications to end users, then you will need to join the Apple Developer Program. For more information visit: <http://developer.apple.com/programs>.

Below is a sample list of Program Requirements for development of applications for iPad, iPhone, iPod touch and Apple Watch under the Apple Developer Program. This list is provided for general informational purposes only and is not intended to create or modify any agreement. The Program Requirements may vary according to the applicable Apple Developer Program and may change from time to time. Additional Program Requirements may apply. Apple may update this website from time to time. To view the complete, current list of Program Requirements and other applicable terms and conditions, please apply to enroll in the Apple Developer Program at <http://developer.apple.com/programs>.

## Sample Apple Developer Program Requirements:

### APIs and Functionality:

**3.3.1** Applications may only use Documented APIs in the manner prescribed by Apple and must not use or call any private APIs. Further, OS X Applications submitted to Apple for distribution on the App Store may use only Documented APIs included in the default installation of OS X or as bundled with Xcode and the Mac SDK; deprecated technologies (such as Java) may not be used.

**3.3.2** Except as set forth in the next paragraph, an Application may not download or install executable code. Interpreted code may only be used in an Application if all scripts, code and interpreters are packaged in the Application and not downloaded. The only exceptions to the foregoing are scripts and code downloaded and run by Apple's built-in WebKit framework or JavascriptCore, provided that such scripts and code do not change the primary purpose of the Application by providing features or functionality that are inconsistent with the intended and advertised purpose of the Application as submitted to the App Store.

For OS X Applications submitted to Apple for distribution on the App Store, an Application may install or run interpreted or executable code (e.g., plug-ins and extensions) for use in conjunction with the Application only so long as such code: (a) does not change the Application's submitted binary or would not otherwise be considered an update (as determined in Apple's sole discretion); and (b) does not change the primary purpose of the Application by providing features or functionality that are inconsistent with the intended and advertised purpose of the Application as submitted to the App Store.

**3.3.3** Without Apple's prior written approval or as permitted under Section 3.3.25 (In-App Purchase API), an Application may not provide, unlock or enable additional features or functionality through distribution mechanisms other than the App Store, B2B Program or TestFlight.

**3.3.4** An Application for iOS or watchOS may only read data from or write data to an Application's designated container area on the device, except as otherwise specified by Apple. For OS X Applications submitted to Apple for distribution on the App Store: (a) all files necessary for the Application to execute on OS X must be in the Application bundle submitted to Apple and must be installed by the App Store; (b) all localizations must be in the same Application bundle and may not include a suite or collection of independent applications within a single Application bundle; (c) native user interface elements or behaviors of OS X (e.g., the system menu, window sizes, colors, etc.) may not be altered, modified or otherwise changed; (d) You may not use any digital rights management or other copy or access control mechanisms in such Applications without Apple's written permission or as specified in the Documentation; and (e) except as otherwise permitted by **Section 3.3.25 (In-App Purchase API)**, such Applications may not function as a distribution mechanism for software and may not include features or functionality that create or enable a software store, distribution channel or other mechanism for software delivery within such Applications (e.g., an audio application may not include an audio filter plug-in store within the Application).

**3.3.5** An Application for an iOS Product must have at least the same features and functionality when run by a user in compatibility mode on an iPad (e.g., an iPhone app running in an equivalent iPhone-size window on an iPad must perform in substantially the same manner as when run on the iPhone; provided that this obligation will not apply to any feature or functionality that is not supported by a particular hardware device, such as a video recording feature on a device that does not have a camera). Further, You agree not to interfere or attempt to interfere with the operation of Your Application in compatibility mode.

**3.3.6** You may use the Multitasking services only for their intended purposes as described in the Documentation.

#### **User Interface, Data Collection, Local Laws and Privacy:**

**3.3.7** Applications must comply with the Human Interface Guidelines and other Documentation provided by Apple.

**3.3.8** If Your Application makes recordings (including but not limited to an image, picture or voice capture or recording) (collectively "Recordings"), reasonably conspicuous audio, visual or other indicator must be displayed to the user as part of the Application to indicate that a Recording is taking place. In addition, any form of data, content or information collection, processing, maintenance, uploading, syncing, storage, transmission, sharing, disclosure or use performed by, through or in connection with Your Application must comply with all applicable privacy laws and regulations as well as any related Program Requirements, including but not limited to any notice or consent requirements.

**3.3.9** You and Your Applications (and any third party with whom You have contracted to serve advertising) may not collect user or device data without prior user consent, and then only to provide a service or function that is directly relevant to the use of the Application, or to serve advertising in accordance with **Sections 3.3.12 and 3.3.13**. You may not use analytics software in Your Application to collect and send device data to a third party. Further, neither You nor Your Application will use any permanent, device-based identifier, or any data derived therefrom, for purposes of uniquely identifying a device.

**3.3.10** You must provide clear and complete information to users regarding Your collection, use and disclosure of user or device data, e.g., a link to Your privacy policy on the App Store. Furthermore, You must take appropriate steps to protect such data from unauthorized use, disclosure or access by third parties. If a user ceases to consent or affirmatively revokes consent for Your collection, use or disclosure of his or her user or device data, You (and any third party with whom You have contracted to serve advertising) must promptly cease all such use. In addition, if Your Application accesses the HealthKit, HomeKit, or Apple Pay APIs, provides keyboard extension functionality, or is primarily intended for use by children, You must provide a privacy policy to Your end-users explaining Your collection, use, disclosure and retention of user or device data.

**3.3.11** Applications must comply with all applicable criminal, civil and statutory laws and regulations, including those in any jurisdictions in which Your Applications may be offered or made available. In addition:

- You and the Application must comply with all applicable privacy and data collection laws and regulations with respect to any collection, use or disclosure of user or device data.

- Applications may not be designed or marketed for the purpose of harassing, abusing, spamming, stalking, threatening or otherwise violating the legal rights (such as the rights of privacy and publicity) of others.

- Neither You nor Your Application may perform any functions or link to any content, services, information or data or use any robot, spider, site search or other retrieval application or device to scrape, mine, retrieve, cache, analyze or index software, data or services provided by Apple or its licensors, or obtain (or try to obtain) any such data, except the data that Apple expressly provides or makes available to You in connection with such services. You agree that You will not collect, disseminate or use any such data for any unauthorized purpose; and

- If Your Application is intended for human subject research, then You agree to inform participants of the intended uses and disclosures of their personally identifiable data as part of such research and to obtain consent from such participants (or their guardians) who will be using Your Application for such research purposes. Further, You shall prohibit third parties to whom You provide any de-identified or coded data from re-identifying (or attempting to re-identify) any participants using such data without participant consent, and You agree to require that such third parties pass the foregoing restriction on to any other parties who receive such de-identified or coded data.

**Advertising Identifier:**

**3.3.12** You and Your Applications (and any third party with whom You have contracted to serve advertising) may use the Advertising Identifier, and any information obtained through the use of the Advertising Identifier, only for the purpose of serving advertising. If a user resets the Advertising Identifier, then You agree not to combine, correlate, link or otherwise associate, either directly or indirectly, the prior Advertising Identifier and any derived information with the reset Advertising Identifier.

**Advertising Preference:**

**3.3.13** For Applications compiled for any iOS version providing access to the Ad Support APIs:

- You agree to check a user's Advertising Preference prior to serving any advertising using the Advertising Identifier, and You agree to abide by a user's setting in the Advertising Preference; and

- If a user has set their Advertising Preference to limit ad tracking, You may use the Advertising Identifier, and any information obtained through the use of the Advertising Identifier, only for Limited Advertising Purposes.

#### **Location and Maps; User Consents:**

**3.3.14** Applications that use location-based APIs (e.g., Core Location, MapKit API) or otherwise provide location-based services may not be designed or marketed for automatic or autonomous control of vehicle behavior, or for emergency or life-saving purposes. In addition, Applications that offer location-based services or functionality must notify and obtain consent from an individual before his or her location data is collected, transmitted or otherwise used by the Application.

**3.3.15** If You choose to provide Your own location-based service, data and/or information in conjunction with the Apple maps provided through the Apple Maps Service (e.g., overlaying a map or route You have created on top of an Apple map), You are solely responsible for ensuring that Your service, data and/or information correctly aligns with any Apple maps used. For Applications that use location-based APIs for real-time navigation (including, but not limited to, turn-by-turn route guidance and other routing that is enabled through the use of a sensor), You must have an end-user license agreement that includes the following notice: YOUR USE OF THIS REAL TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.

**3.3.16** Applications must not disable, override or otherwise interfere with any Apple-implemented system alerts, warnings, display panels, consent panels and the like, including, but not limited to, those that are intended to notify the user that the user's location data, address book data, calendar, photos, and/or reminders are being collected, transmitted, maintained, processed or used, or intended to obtain consent for such use. If consent is denied or withdrawn, Applications may not collect, transmit, maintain, process or utilize such data or perform any other actions for which the user's consent has been denied or withdrawn.

**3.3.17** If Your Application uses or accesses the MapKit API from a device running iOS version 6 or later, Your Application will access and use the Apple Maps Service. All use of the MapKit API and Apple Maps Service must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 6 (Additional Terms for the use of the Apple Maps Service). If Your Application uses or accesses the MapKit API from a device running iOS version 5 or earlier, Your Application will access and use the Google Mobile Maps (GMM) service. Such use of the GMM Service is subject to Google's Terms of Service which are set forth at: <http://code.google.com/apis/maps/terms/iPhone.html>. If You do not accept such Google Terms of Service, including, but not limited to all limitations and restrictions therein, You may not use the GMM service in Your Application, and You acknowledge and agree that such use will constitute Your acceptance of such Terms of Service.

#### **Content and Materials:**

**3.3.18** Any master recordings and musical compositions embodied in Your Application must be wholly-owned by You or licensed to You on a fully paid-up basis and in a manner that will not require the payment of any fees, royalties and/or sums by Apple to You or any third party. In addition, if Your Application will be distributed outside of the United States, any master recordings and musical compositions embodied in Your Application (a) must not fall within the repertoire of any mechanical or performing/communication rights collecting or licensing organization now or in the future and (b) if licensed, must be exclusively licensed to You for Your Application by each applicable copyright owner.

**3.3.19** If Your Application includes or will include any other content, You must either own all such content or have permission from the content owner to use it in Your Application.

**3.3.20** Applications may be rejected if they contain content or materials of any kind (text, graphics, images, photographs, sounds, etc.) that in Apple's reasonable judgment may be found objectionable or inappropriate, for example, materials that may be considered obscene, pornographic, or defamatory.

**3.3.21** Applications must not contain any malware, malicious or harmful code, program, or other internal component (e.g., computer viruses, trojan horses, "backdoors") which could damage, destroy, or adversely affect the Apple Software, services, iOS Products or other software, firmware, hardware, data, systems, services, or networks.

**3.3.22** If Your Application includes any FOSS, You agree to comply with all applicable FOSS licensing terms. You also agree not to use any FOSS in the development of Your Application in such a way that would cause the non-FOSS portions of the Apple Software to be subject to any FOSS licensing terms or obligations.

**3.3.23** Your Application may include promotional sweepstake or contest functionality provided that You are the sole sponsor of the promotion and that You and Your Application comply with any applicable laws and fulfill any applicable registration requirements in the country or territory where You make Your Application available and the promotion is open. You agree that You are solely responsible for any promotion and any prize, and also agree to clearly state in binding official rules for each promotion that Apple is not a sponsor of, or responsible for conducting, the promotion.

**3.3.24** Your Application may include a direct link to a page on Your web site where You include the ability for an end-user to make a charitable contribution, provided that You comply with any applicable laws (which may include providing a receipt), and fulfill any applicable regulation or registration requirements, in the country or territory where You enable the charitable contribution to be made. You also agree to clearly state that Apple is not the fundraiser.

#### **In-App Purchase API:**

**3.3.25** All use of the In-App Purchase API and related services must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 2 (Additional Terms for Use of the In-App Purchase API).

#### **Network Extension Framework:**

**3.3.26** Your Application must not access the Network Extension Framework unless Your Application is primarily designed for providing networking capabilities, and You have received an entitlement from Apple for such access. You agree to the following if You receive such entitlement:

- You agree to clearly disclose to end-users how You and Your Application will be using their network information and, if applicable, filtering their network data, and You agree to use such data and information only as expressly consented to by the end-user and as expressly permitted herein;

- You agree to store and transmit network information or data from an end-user in a secure and appropriate manner;

- You agree not to divert an end-user's network data or information through any undisclosed, improper, or misleading processes, e.g., to filter it through a website to obtain advertising revenue or spoof a website;
- You agree not to use any network data or information from end-users to bypass or override any end-user settings, e.g., You may not track an end-user's WiFi network usage to determine their location if they have disabled location services for Your Application; and
- Notwithstanding anything to the contrary in **Section 3.3.9**, You and Your Application may not use the Network Extension Framework, or any data or information obtained through the Network Extension Framework, for any purpose other than providing networking capabilities in connection with Your Application (e.g., not for using an end-user's Internet traffic to serve advertising or to otherwise build user profiles for advertising).

Apple reserves the right to not provide You with an entitlement to use the Network Extension Framework in its sole discretion and to revoke such entitlement at any time.

#### **iOS Accessories:**

**3.3.27** Your Application may interface, communicate, or otherwise interoperate with or control an iOS Accessory (as defined above) through Bluetooth or Apple's 30-pin dock connector only if (i) such iOS Accessory is licensed under Apple's MFi Licensing Program at the time that You initially submit Your Application, (ii) the MFi Licensee has added Your Application to a list of those approved for interoperability with their iOS Accessory, and (iii) the MFi Licensee has received approval from the Apple MFi Licensing Program for such addition.

#### **Regulatory Compliance:**

**3.3.28** You will fulfill any applicable regulatory requirements, including full compliance with all applicable laws, regulations, and policies related to the manufacturing, marketing, sale and distribution of Your Application in the United States, and in particular the requirements of the U.S. Food and Drug Administration ("FDA") as well as other U.S. regulatory bodies such as the FAA, HHS, FTC and FCC, and the laws, regulations and policies of any other applicable regulatory bodies in any countries or territories where You use or make Your Application available, e.g., MHRA, CFDA. However, You agree that You will not seek any regulatory marketing permissions or make any determinations that may result in any Apple products being deemed regulated or that may impose any obligations or limitations on Apple. By submitting Your Application to Apple for selection for distribution, You represent and warrant that You are in full compliance with any applicable laws, regulations, and policies, including but not limited to all FDA laws, regulations and policies, related to the manufacturing, marketing, sale and distribution of Your Application in the United States, as well as in other countries or territories where You plan to make Your Application available. You also represent and warrant that You will market Your Application only for its cleared or approved intended use/indication for use, and only in strict compliance with applicable regulatory requirements. Upon Apple's request, You agree to promptly provide any such clearance documentation to support the marketing of Your Application. If requested by the FDA or by another government body that has a need to review or test Your Application as part of its regulatory review process, You may provide Your Application to such entity for review purposes. You agree to promptly notify Apple in accordance with the procedures set forth in Section 14.5 of any complaints or threats of complaints regarding Your Application in relation to any such regulatory requirements, in which case Apple may remove Your Application from distribution.

#### **Cellular Network:**

**3.3.29** If an Application requires or will have access to the cellular network, then additionally such Application:

- Must comply with Apple's best practices and other guidelines on how Applications should access and use the cellular network; and
- Must not in Apple's reasonable judgment excessively use or unduly burden network capacity or bandwidth.

**3.3.30** Because some mobile network operators may prohibit or restrict the use of Voice over Internet Protocol (VoIP) functionality over their network, such as the use of VoIP telephony over a cellular network, and may also impose additional fees, or other charges in connection with VoIP, You agree to inform end-users, prior to purchase, to check the terms of agreement with their operator, for example, by providing such notice in the marketing text that You provide accompanying Your Application on the App Store. In addition, if Your Application allows end-users to send SMS messages, then You must inform the end-user, prior to use of such functionality, that standard text messaging rates or other carrier charges may apply to such use.

**Apple Push Notification Service and Local Notifications:**

**3.3.31** All use of Push Notifications via the Apple Push Notification Service or Local Notifications must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 1 (Additional Terms for Apple Push Notification Service and Local Notifications).

**Game Center:**

**3.3.32** All use of the Game Center must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 3 (Additional Terms for the Game Center).

**iCloud:**

**3.3.33** All use of the iCloud Storage APIs and CloudKit APIs as well as Your use of the iCloud service under this Agreement, must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 4 (Additional Terms for the use of iCloud).

**Passbook:**

**3.3.34** Your development of Passes, and use of the Pass Type ID and Passbook under this Agreement, must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 5 (Additional Terms for Passes).

**Additional Services or End-User Pre-Release Software:**

**3.3.35** From time to time, Apple may provide access to additional Services or pre-release Apple Software for You to use in connection with Your Applications, or as an end-user for evaluation purposes. Some of these may be subject to separate terms and conditions in addition to this Agreement, in which case Your usage will also be subject to those terms and conditions. Such services or software may not be available in all languages or in all countries, and Apple makes no representation that they will be appropriate or available for use in any particular location. To the extent You choose to access such services or software, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. To the extent any such software includes Apple's FaceTime or Messages feature, You

acknowledge and agree that when You use such features, the telephone numbers and device identifiers associated with Your Authorized Test Units, as well as email addresses and/or Apple ID information You provide, may be used and maintained by Apple to provide and improve such software and features. Certain services made accessible to You through the Apple Software may be provided by third parties. You acknowledge that Apple will not have any liability or responsibility to You or any other person (including to any end-user) for any third- party services or for any Apple services. Apple and its licensors reserve the right to change, suspend, remove, or disable access to any services at any time. In no event will Apple be liable for the removal or disabling of access to any such services. Further, upon any commercial release of such software or services, or earlier if requested by Apple, You agree to cease all use of the pre-release Apple Software or Services provided to You as an end-user for evaluation purposes under this Agreement.

**3.3.36** If Your Application accesses the Twitter service through the Twitter API, such access is subject to the Twitter terms of service set forth at: <http://dev.twitter.com>. If You do not accept such Twitter terms of service, including, but not limited to all limitations and restrictions therein, You may not access the Twitter service in Your Application through the use of the Twitter API, and You acknowledge and agree that such use will constitute Your acceptance of such terms of service.

**3.3.37** If Your Application accesses data from an end-user's Address Book through the Address Book API, You must notify and obtain consent from the user before his or her Address Book data is accessed or used by Your Application. Further, Your Application may not provide an automated mechanism that transfers only the Facebook Data portions of the end-user's Address Book altogether to a location off of the end-user's device. For the sake of clarity, this does not prohibit an automated transfer of the user's entire Address Book as a whole, so long as user notification and consent requirements have been fulfilled; and does not prohibit enabling users to transfer any portion of their Address Book data manually (e.g., by cutting and pasting) or enabling them to individually select particular data items to be transferred.

#### **Extensions:**

**3.3.38** Applications that include extensions in the Application bundle must provide some functionality beyond just the extensions (e.g., help screens, additional settings), unless an Application includes a WatchKit Extension. In addition:

- Extensions (excluding WatchKit Extensions) may not include advertising, product promotion, direct marketing or In-App Purchase offers in their extension view;
- Extensions may not block the full screen of an iOS Product or redirect, obstruct or interfere in an undisclosed or unexpected way with a user's use of another developer's application or any Apple-provided functionality or service;
- Extensions may operate only in Apple-designated areas of iOS or watchOS as set forth in the Documentation;
- Extensions that provide keyboard functionality must be capable of operating independent of any network access and must include Unicode characters (vs. pictorial images only); and
- Any keystroke logging done by any such extension must be clearly disclosed to the end-user prior to any such data being sent from an iOS Product, and notwithstanding anything else in Section 3.3.9, such data may be used only for purposes of providing or improving the keyboard functionality of Your Application (e.g., not for serving advertising).



### **HealthKit APIs:**

**3.3.39** Your Application must not access the HealthKit APIs unless it is primarily designed to provide health and/or fitness services, and this usage is clearly evident in Your marketing text and user interface. In addition:

- Notwithstanding anything to the contrary in **Section 3.3.9**, You and Your Application may not use the HealthKit APIs, or any information obtained through the HealthKit APIs, for any purpose other than providing health and/or fitness services in connection with Your Application (e.g., not for serving advertising).
- You must not use the HealthKit APIs, or any information obtained through the HealthKit APIs, to disclose or provide an end-user's health and/or fitness information to a third party without express end-user consent, and then only for purposes of enabling the third party to provide health and/or fitness services. For example, You must not share or sell an end-user's health information collected through the HealthKit APIs to advertising platforms, data brokers or information resellers. For clarity, You may allow end-users to consent to share their data with third parties for medical research purposes.
- You agree to clearly disclose to end-users how You and Your Application will be using their health and/or fitness information and to use it only as expressly consented to by the end-user and as expressly permitted herein.

**3.3.40** If Your Application accesses NikeFuel points information through the HealthKit APIs, then Your use of the NikeFuel points information is subject to the NikeFuel points terms of service set forth at: <https://developer.nike.com/healthkit/nikefuel-use-agreement.html>. If You do not accept such NikeFuel terms of service, including, but not limited to all limitations and restrictions therein, You may not use such NikeFuel points information in Your Application, and You acknowledge and agree that such use will constitute Your acceptance of such terms of service.

### **HomeKit APIs:**

**3.3.41** Your Application must not access the HomeKit APIs unless it is primarily designed to provide home configuration or home automation services (e.g., turning on a light, lifting a garage door) for Licensed HomeKit Accessories and this usage is clearly evident in Your marketing text and user interface. You agree not to use the HomeKit APIs for any purpose other than interfacing, communicating, interoperating with or otherwise controlling a Licensed HomeKit Accessory or for using the HomeKit Database, and then only for home configuration or home automation purposes in connection with Your Application. In addition:

- Your Application may use information obtained from the HomeKit APIs and/or the HomeKit Database only on an iOS Product and may not export, remotely access or transfer such information off a device (e.g., a lock password cannot be sent off an end-user's device to be stored in an external non-Apple database); and
- Notwithstanding anything to the contrary in **Section 3.3.9**, You and Your Application may not use the HomeKit APIs, or any information obtained through the HomeKit APIs or through the HomeKit Database, for any purpose other than providing or improving

home configuration or home automation services in connection with Your Application (e.g., not for serving advertising).

### **Apple Pay APIs:**

**3.3.42** Your Application may use the Apple Pay APIs solely for the purpose of facilitating payment transactions that are made through Your Application, and only for the purchase of goods and services that are to be used outside of any iOS Product or Apple Watch, unless otherwise permitted by Apple in writing. For clarity, nothing in this **Section 3.3.42** supplants any of the rules or requirements for the use of the In-App Purchase API, including but not limited to **Section 3.3.3** and the guidelines. In addition:

- You acknowledge and agree that Apple is not a party to any payment transactions facilitated through the use of the Apple Pay APIs and is not responsible for any such transactions, including but not limited to the unavailability of any end-user payment cards or payment fraud. Such payment transactions are between You and Your bank, acquirer, card networks, or other parties You utilize for transaction processing, and You are responsible for complying with any agreements You have with such third parties. In some cases, such agreements may contain terms specifying specific rights, obligations or limitations that You accept and assume in connection with Your decision to utilize the functionality of the Apple Pay APIs.

- You agree to store any private keys provided to You as part of Your use of the Apple Pay APIs in a secure manner (e.g., encrypted on a server) and in accordance with the Documentation. You agree not to store any end-user payment information in an unencrypted manner on an iOS Product. For clarity, You may not decrypt any such end-user payment information on an iOS Product.

- You agree not to call the Apple Pay APIs or otherwise attempt to gain information through the Apple Pay APIs for purposes unrelated to facilitating end-user payment transactions. For example, if You receive an end-user's zip code through the Apple Pay APIs before an order is submitted, then You agree to use such information only for purposes of calculating tax and shipping for the transaction and not to use or retain it for any other purposes.

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