



February 15, 2024

direct dial 415 273 7559
direct fax 415 723 7205

By Email

Aleksei Borodin

Re: Violations of Apple's Developer Agreements and California Law

Dear Mr. Borodin:

Apple is deeply committed to the success of all developers, and one of the ways we ensure the Apple ecosystem remains a great business opportunity for developers is by requiring them to abide by the Apple Developer Program agreements. Upon your enrollment in the Developer Program, you agreed to both the Apple Developer Program License Agreement (Developer Agreement) and Apple Developer Agreement (ADA). These agreements provide the terms for participation in the Developer Program.

You recently signed up for and participated in a 1:1 consultation offered by Apple, with an Apple employee, to provide support to developers. Pursuant to the Apple Developer Event Attendance Policy (Policy), you agreed to not record the consultation, including by not "making audio or audiovisual recordings," and to not "publish, publicly display, distribute, or disseminate" the consultation without "the prior written consent of Apple." You also agreed under the Policy to Apple's Code of Conduct regarding "providing a harassment-free Event experience for everyone," which includes "[a]ll [e]vent participants, including Apple personnel."

Despite agreeing to the Policy, you surreptitiously recorded the employee during the consultation, posted the video on YouTube and on your website at <https://appdb.to/news>, and linked to it from your X account — all without the employee's knowledge or consent.

The employee you recorded is located in California. Recording a communication without the consent of all parties is a crime under California Penal Code section 632.

Your actions are not only a plain violation of the Policy, but they are also serious breaches of the Developer Agreement and the ADA. Pursuant to Section 3.2(b) of the Developer Agreement, you agreed that you would not use "any Apple Services . . . for any unlawful or illegal activity." What's more, developers are required to "treat everyone with respect . . . [including] when communicating with Apple" pursuant to the Developer Code of Conduct, which prohibits "harassment of any kind," and provides that "[r]epeated manipulative or misleading behavior or other fraudulent conduct will lead to your removal from the Apple Developer Program." Lastly,

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you have agreed under the Developer Agreement (Sections 2.3, 9.1) and ADA (Section 4) to respect Apple Confidential Information but have failed to do so.

Additionally, we see on your website that you have been taking a number of actions to subvert Apple's software, systems, and business practices. These include creating fraudulent developer accounts, advertising and selling developer provisioning profiles provided by Apple only for local testing and development, and running a "developer account reseller program." Under Section 2.1 of the Developer Agreement, developer accounts and access to developer services may not be sold, or solicited for sale. These actions also violate Section 3.2(f) of the Developer Agreement, which states that as a condition of using our software and services, you agree you "will not, directly or indirectly, commit any act intended to interfere with any of the Apple Software or Services, the intent of this [Developer] Agreement, or Apple's business practices."

In light of the above, your status as an Apple developer under the ADA and membership in the Developer Program are terminated, effective immediately.

Without further delay, please remove the recording of the 1:1 consultation with the Apple employee, and all links to such recording, from your YouTube page, your website, your X account, and anywhere else you may have posted. You must also promptly cease all use of and destroy such materials and comply with all the other termination obligations set forth in Section 11.3 of the Developer Agreement and Section 10 of the ADA.

This letter is not intended to be a complete statement of the facts regarding this matter, and nothing in this letter should be construed as a waiver of any rights or remedies Apple may have, all of which are hereby reserved.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Boroumand Smith".

Mehrnaz Boroumand Smith
Partner

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