

## BY E-MAIL AND COURIER

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Amsterdam, 7 May 2026

Re: Rave Inc. / Apple - Letter of liability and formal demand

Dear Sir, Madam,

This letter is addressed to Apple Inc. and Apple Distribution International Ltd. (hereafter together: "**Apple**"). We are writing you on behalf of our client, Rave Inc. ("**Rave**") with respect to (i) the Termination and Removal of the Rave App (as defined below) from Apple's core platform services, preventing Rave from offering its app to end users in the Netherlands, and (ii) factually incorrect and damaging statements made by Apple to the end users of the Rave App in the Netherlands. Apple's conduct has been and continues to be, gravely damaging to Rave's reputation and commercial interests, and Rave holds Apple Inc. and Apple Distribution International Ltd. liable for all damages resulting therefrom. More importantly, it is imperative that the harmful conduct ceases as soon as possible.

This letter is intended as a notice of liability, as a formal demand and as a letter interrupting any applicable limitation period(s).

### Background

Rave is an app developer, acting in commercial capacity, using Apple's core platform services for the purpose of providing goods or services, more specifically for the purpose of providing their Rave application (the "**Rave-App**") to end users in the Netherlands.

Per 2013 the Rave-App provides the end users a 'third-party cross co-viewing-platform' where users connect in digital rooms to share media experiences. The Rave-App supports a vast library of media content sources, including YouTube, Netflix, Amazon Prime, Disney+ and HBO. In 2025 the number of Monthly Active Users (MAU) of the Rave-App in the Netherlands exceeded 176,000 end users.

On 13 August 2025, Apple removed the Rave-App from the Apple App Store, based on its allegation that the Rave-App has been used for dishonest or fraudulent activity (the "**Removal**"). The Removal terminated Rave's ability to distribute the application through Apple's App Store. As a direct consequence, new iOS end users in the Netherlands could no longer install the Rave-App, existing iOS end users in the Netherlands could no longer receive updates to the Rave-App, and any existing iOS end user in the Netherlands who deleted the app or purchased a new device lost the Rave-App permanently and could not reinstall it.

On 13 November 2025, Rave submitted the Rave-App for notarization with regard to the AltStore PAL. Although notarization is an automated procedure which Apple should be able to complete within several hours, Apple delayed the process for 36 days and ultimately blocked its mandatory approval. As a result, the Rave App has not yet been admitted to the AltStore PAL.

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On 19 December 2025 Apple unilaterally and without a reasonable cause terminated Rave's Developer Account (the "**Termination**") and decided to prevent Rave from offering the Rave App to end users in the Netherlands on Apple's macOS platform. As part of the Termination, Apple revoked Rave's Developer ID certificates, invalidated the login tokens of the end users in the Netherlands within the mandatory 'Sign in with Apple-tool', locking approximately 278,000 Dutch users out of their Rave accounts. The macOS Gatekeeper feature blocked and forcibly uninstalled the Rave-App from Mac computers and relocated the Rave-App into the end users' trash-folder. Apple furthermore informed its Mac end users in the Netherlands that the Rave-App qualified as malware. By removing Rave's APN-credentials, Apple simultaneously ended Rave's possibilities to send push notifications to its iOS end users, with the result that Rave could not inform these end users regarding Apple's unjustified action.

Rave's appeals against all aspects of the Removal and the Termination have effectively remained unaddressed, with Apple relying on shifting, ambiguous, and inconsistent purported justifications.

In the period following the Removal, Apple advanced a series of allegations that were introduced, modified, and subsequently abandoned without explanation. On 13 August 2025, Apple referred in general terms to "dishonest or fraudulent activity", without identifying any specific conduct. On 21 August 2025, Apple rejected Rave's appeal on the basis of a purported "pattern of manipulative behaviour", while introducing for the first time an allegation relating to "pornography". On 3 September 2025, Apple again rejected Rave's appeal, stating that "improvements [were] insufficient", while the previously raised allegation of pornography was no longer maintained. On 22 October 2025, Apple introduced a further, entirely new allegation relating to alleged CSAM (child sexual abuse material), notwithstanding that Apple had previously confirmed, following investigation in February 2025, that no such material was present on the Rave platform. Finally, on 18 December 2025, in its last communication prior to the Termination, Apple reverted to the initial allegation of "dishonest or fraudulent activity", abandoning the CSAM allegation altogether.

At no point did Apple identify any specific act of misconduct, provide substantiating evidence, demonstrate actual or potential harm to end users, or set out a sufficiently precise factual or legal basis for its actions. In this context, it is further noteworthy that the Removal of the Rave-App closely followed Apple's announcement of expanded capabilities for its own directly competing co-viewing product, SharePlay, which raises serious concerns as to the objectivity and proportionality of Apple's enforcement actions.

## **Infringements and grounds for liability**

### *Digital Markets Act*

By decision of 5 September 2023, Apple Inc. was designated by the European Commission as a "gatekeeper" pursuant to article 3 of the Digital Markets Act (the "**DMA**").<sup>1</sup> With effect from 7 March 2024, Apple is required to comply with the provisions of the DMA. In essence, the DMA obliges Apple to open its core platform services. This includes, inter alia, facilitating access to: iOS, iPadOS, the App Store, and Safari.

Apple's actions prevent Rave Inc. from offering the Rave-App to end users in the Netherlands as of 19 December 2025. Given that both Rave and its end users, are denied access to and use of Apple's core platform services, Apple is continuously infringing its obligations under the DMA, including those set out in Article 6(4), (12), and (13). In particular, Apple is required to allow and technically enable the installation and effective use of third-party software applications, such as the Rave-App, as well as to permit access to such applications by means other than Apple's relevant core platform services.

There is no justification for Apple's conduct. Although the Digital Services Act (the "**DSA**") obliges Apple to protect end-users against the risk of illegal content, in this case Apple's allegations are completely

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<sup>1</sup> Regulation (EU) 2022/1925 of the European Parliament and of the Council of 14 September 2022 on contestable and fair markets in the digital sector and amending Directives (EU) 2019/1937 and (EU) 2020/1828 (Digital Markets Act)

unfounded. The Rave-App content moderation is among the most advanced in the industry and meets strict security standards. Any suggestion that the Removal and/or the Termination is justified by risks of illicit content is contradicted by the objectively verifiable state of Rave's content moderation technology. In this respect we note that from June 2023 through May 2025, Rave conducted extensive, auditable, scientific research into the detection of illegal content of the Rave-app. The research emphasized the 99.87% accuracy of Rave's content moderation across images, GIFs, and videos at scale. Moreover, Rave's content moderation technology has been commercialized and is offered as a service to other platforms at a-eye.com, underscoring that these capabilities are not merely self-assessed but independently validated and commercially viable. With that regard, Apple has not put forward any tangible evidence of security risks to end users.

On the contrary, Apple continues to host and feature other applications such as Roblox, BIGO Live, and Discord, which applications have verified records of facilitating child torture, terrorism, and sex trafficking. Although the Netherlands Authority for Consumers and Markets assesses the current security threats and risks of Roblox, Apple did not terminate nor materially restrict Roblox' access to end users in the Netherlands. Apple actively features Roblox in its curated App Store collections. This demonstrates that Apple's policy in this regard is arbitrary in nature and that Apple, as such, in contrast to Article 6(12) DMA, undermines its obligation as a gatekeeper to apply general conditions of access that are fair, reasonable, and non-discriminatory, thereby ensuring that business users can effectively access and use Apple's software ecosystem.

### *Defamation*

Since 19 December 2025, by means of the macOS Gatekeeper feature, Apple continuously publishes the following message to end users in the Netherlands that attempt to launch the Rave-App on Mac computers: "*Malware Blocked and Moved to Trash – "Rave.app" was not opened because it contains malware. This action did not harm your Mac.*" (the "**Malware-statement**"). As Apple should be aware, the Rave-App cannot be regarded as malicious software. Rave's software is by no means designed to disrupt, damage, or gain unauthorized access to a computer system. Consequently, the allegations of Apple in the Malware-statement are factually incorrect and misleading to the end users in the Netherlands. This conduct is particularly objectionable in light of the availability of less restrictive alternatives, given Apple has the technical option of displaying a neutral message (such as: '*developer certificate revoked*').

Apple's Malware-statement is gravely damaging to Rave's reputation and commercial interests. Based on Apple's allegations, end users will assume that the Rave-App contains serious security risks which undermines their willingness to (re)install or keep using the application. Moreover, the Malware-statement of a renowned institute as Apple damages Rave's business relationships. Based on the alleged security risks, IT-security teams will blacklist the application, and potential partners may perceive Rave no longer suited for collaboration. As such, the Malware-statement qualifies as a defamatory statement.

Apple's Malware-statement infringes both EU law (Articles 8, 10 of the European Convention of Human Rights and Article 7 of the Charter of Fundamental Rights of the European Union) and applicable national laws. More specifically, Apple's defamatory statement constitutes an unlawful act within the meaning of Article 6:162 of the Dutch Civil Code (the "**DCC**"). Under these provisions, Apple is liable for any resulting damage.

In addition, Article 6:167 DCC, provides a sufficient legal basis to order a correction of the defamatory Malware-statement. In particular, since Apple is liable for the publication of information that is factually incorrect or misleading, the Dutch court may order a correction.

## Formal demand

In view of the foregoing, Rave holds Apple Inc. and Apple Distribution International Ltd. liable for the harm resulting from the Removal, the Termination and the Malware-statement in the Netherlands.

As explained above, it is imperative that Rave regains access to Apple's core platform services as soon as possible, in order to enable distribution of the Rave-App to end users in the Netherlands. Rave hereby requests, and insofar as necessary formally demands, that Apple:

- i) Reinstates and restores the Rave-App to its core platform services with regard to the end users in the Netherlands;
- ii) Ceases and desists all actions that prevent Rave from offering the Rave-App to end users in the Netherlands (including but not limited and in so far as necessary in connection with the use of the end users in the Netherlands to the following actions: a). validate the 'Sign in with Apple login tokens b). restore Rave's developers account, c). restore Rave's ID certificates (d) restore Rave's APN-credentials;
- iii) Notarize the Rave-App with regard to alternative app marketplaces or websites, including but not limited to the AltStore PAL, with regard to end users in the Netherlands;
- iv) Ceases and desists all defamatory statements to end users in the Netherlands;
- v) Removes or disables access to the Malware-statement for end users in the Netherlands; and
- vi) Publishes, for the duration of two months, a written correction of the Malware-statement directly to the (former) end users of the Rave-App in the Netherlands as follows:

*" On 19 December 2025, Apple caused a warning to be displayed to end users of the Rave application indicating that the application was malware, and caused the Rave application to be relocated from users' Mac computers to their Trash folders.*

*We hereby wish to notify you that Apple's assessment was incorrect. There is no evidence that the Rave application contains any security risks.*

*The Rave-App is reinstated to the App Store with immediate effect.*

*Apple regrets any confusion that our earlier action and wording may have caused."*

The actions listed above under items i. through vi. must be completed within four weeks. We kindly request you to confirm in writing within two weeks that Apple will comply with the foregoing.

## Concluding remarks

In the absence of a written confirmation within the above deadline, Rave will consider itself at liberty to take further legal action without prior notice, including initiating interim relief proceedings before the District Court of Amsterdam.

Rave reserves the right to amend or extend its claim at any time.

Yours sincerely,



Rogier Meijer

Lawyer (Advocaat)



Sander Timmerman

Lawyer (Advocaat)