

Service Specific Terms

Apple Device Enrolment Facilitation Service

Business Customers



1. The Service – Overview

- 1.1 The Vodafone Apple device enrolment programme facilitation service (the “**Apple Device Enrolment Facilitation Service**”) implements and manages the enrolment of Customer’s Authorised Devices via Apple Device Enrolment. The term “**Service**” or “**Services**” in these Service Specific Terms means the Apple Device Enrolment Facilitation Service.

2. Service Term Structure

- 2.1 These Service Specific Terms include the Third Party Provider’s User License Terms.
- 2.2 The following documents further govern Vodafone’s supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:
 - (a) the Commercial Terms;
 - (b) the General Terms;
 - (c) the Mobility Service Terms; and
 - (d) any applicable policies and guidelines, as provided from time to time by Vodafone.

3. The Service and Equipment

- 3.1 Apple Device Enrolment enables Customer to automate the configuration of its chosen MDM service on Authorised Devices. Through the Service, Vodafone assists Customer in implementing Apple Device Enrolment by submitting Customer’s data and the Relevant Information for Authorised Devices to Apple for enrolment in, or removal via Apple Device Enrolment, in accordance with these Service Specific Terms.
- 3.2 The Service does not include: (a) administering servers, uploading MDM service provision settings or assigning Authorised Devices to MDM servers within Customer’s account or (b) the administration of Customer’s Apple Business Manager Portal.
- 3.3 The provision of Authorised Devices and any other Equipment relevant to the Service shall be covered by separate Service Terms.
- 3.4 Customer acknowledges that Apple Device Enrolment is provided and controlled by Apple. Vodafone’s provision of the Service is contingent upon Customer agreeing to, and remaining compliant with, the Third Party Provider’s User Licence Terms, as updated from time to time.

4. Service Specific Conditions of Use

- 4.1 **Authorisation:** Customer hereby expressly authorises Vodafone, to act on its behalf, for the limited purposes of enabling and managing enrolment of Customer’s Authorised Devices via Apple Device Enrolment.
- 4.2 **Consents:** Customer represents and warrants that it has or will obtain all necessary rights and consents from its Users to implement Apple Device Enrolment and issue Authorised Devices.
- 4.3 **MDM service:** Customer will need to have an MDM service in order to utilise the features of Apple Device Enrolment. MDM services, including the provision, implementation, management or maintenance of any such MDM service, are not provided by Vodafone under these Service Specific Terms. Ensuring the compatibility of any MDM service with Apple Device Enrolment is the responsibility of Customer.
- 4.4 **Device Enrolment Identification Numbers:**
 - (a) Customer’s Organisation ID is [Insert Number]. If Customer has not been allocated an Organisation ID by Apple, then Customer acknowledges that the Service cannot be provided before receipt of such Organisation ID.

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- (b) Customer may use Vodafone's Reseller ID upon the Service Commencement Date.

4.5 Apple Device Enrolment Facilitation Service:

- (a) The Relevant Information for all Authorised Devices, ordered after the Service Commencement Date, will be submitted automatically for enrolment via Apple Device Enrolment. Customer is solely responsible for ensuring that the Authorised Device has been successfully registered via Apple Device Enrolment and any relevant MDM prior to distribution to any User.
- (b) Customer acknowledges and accepts that not all devices are eligible to be added via Apple Device Enrolment and that Vodafone does not determine the eligibility of a device to be an Authorised Device.
- (c) For avoidance of doubt, devices that are personally owned by a User (e.g., "Bring Your Own Device" devices) are not permitted for enrolment via Apple Device Enrolment and are not Authorised Devices.
- (d) Customer may request that Historical Devices, purchased from Vodafone, be enrolled via Apple Device Enrolment. Vodafone may request Customer to sign a consent form prior to the enrolment of a Historical Device. In any event, Customer warrants that each such Historical Device is an Authorised Device and accepts liability for any claim arising from loss of data resulting from the enrolment via Apple Device Enrolment.
- (e) Enrolment of Historical Devices is not supported for Historical Devices that have been exchanged, in accordance with the Recovery Policy.
- (f) Information provided by Customer will be current, true, accurate and complete and Customer will promptly notify Vodafone of any changes to the information, including the sale or transfer of any Enrolled Device.
- (g) Vodafone shall use its reasonable efforts to provide the Relevant Information for enrolment of Authorised Devices or removal of Enrolled Devices, as applicable, in a timely fashion. Customer acknowledges and accepts that Vodafone is not responsible for the activation of the request via Apple Device Enrolment servers.
- (h) Authorised Devices can only be enrolled via Apple Device Enrolment against the Customer's Corporate-ID and/or Subsidiary-ID accounts upon which they were originally ordered, provided that such Corporate-ID and/or Subsidiary-ID accounts have remained active since the Authorised Devices were purchased from Vodafone.

4.6 Returns and Repairs:

- (a) Customer acknowledges and accepts that in relation to Enrolled Devices, the Recovery Policy or equivalent Customer specific agreement for return and repairs are supplemented by these Service Specific Terms, and in the event of conflict, these Service Specific Terms shall take precedence.
- (b) A Replacement Device will be automatically enrolled via Apple Device Enrolment and the original Enrolled Device will not be returned to Customer.
- (c) Customer acknowledges and agrees that:
 - (i) prior to reporting any fault with an Enrolled Device, Customer must perform appropriate checks to ensure the existence of a fault;
 - (ii) it is responsible for reporting a fault with an Enrolled Device and providing the correct information regarding the Enrolled Device (e.g. IMEI number); and
 - (iii) prior to reporting any fault, it will remove Find My iPhone from the faulty device.
- (d) Customer has seven (7) days to deliver the faulty Enrolled Device to Vodafone or its nominated representative, from the date the fault was reported to Vodafone. Failure to return the faulty Enrolled Device, or returning a different device to the one reported, will result in clause 4.6(f) being applied.
- (e) In the event that the returned Enrolled Device is deemed by Apple to be: i) no fault found, ii) Customer-caused fault or iii) out-of-warranty, then clause 4.6(f) shall apply.

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- (f) Customer acknowledges and accepts that failure to comply with these Service Specific Terms, notably clause 4.6(c), and/or 4.6(d) or in the event clause 4.6(e) applies then Customer will be charged for the Replacement Device in accordance with the Enterprise Device Price List. This will be in addition to a reasonable Vodafone administration charge.
- (g) Due to the nature of Apple Device Enrolment, Vodafone is unable to offer the exchange of Authorised Devices for non-Apple devices.
- (h) The turnaround time for enrolling replacement devices via Apple Device Enrolment is usually 24-48 hours, however, this can take longer in some instances due to the requirement of additional operational steps.
- (i) Due to the nature of Apple Device Enrolment, it is only possible to migrate Device Enrolment with a truly like for like Authorised Device model. This includes, but is not limited to the make, model, memory type, and colour. In these cases Customer will be advised that their replacement device will be on back order until more stock is available from Apple.

4.7 Removal of Enrolled Devices:

- (a) If an Enrolled Device ceases to be an Authorised Device, or Customer elects at its own discretion to remove the Enrolled Device from Apple Device Enrolment, then Customer shall notify Vodafone of such Enrolled Device, as soon as reasonably practicable.
- (b) Customer will not resell any Enrolled Devices without having first removed such devices from Apple Device Enrolment in the Apple Business Manager Portal.
- (c) Vodafone may require a consent form to be signed by Customer, prior to removing the Enrolled Device from Apple Device Enrolment. In any event, Customer warrants that each such device is an Authorised Device and accepts liability for any claim arising from loss of data resulting from the removal of the Enrolled Device from Apple Device Enrolment.

4.8 **Limitations:** Vodafone is not the provider of Apple Device Enrolment and Customer acknowledges and agrees that, to the extent permitted by Applicable Law, Customer's use of, or inability to use, Apple Device Enrolment is at Customer's sole risk, and that the entire risk as to the satisfactory quality, performance, accuracy and effort is with Customer.

4.9 **Indemnity:** Customer agrees to indemnify and hold harmless Vodafone from any and all claims losses, liabilities, damages, expenses and costs incurred by Vodafone and arising from or related to any of the following: (i) Customer's use of Apple Device Enrolment; (ii) any claims, including but not limited to, any User claims, or third party claims about Customer's Device Enrolment use, deployment or management of Authorised Devices; and/or (iii) claims arising from Apple as a result of any act or omission of Customer.

4.10 **Termination:** In addition to the termination rights set out in the General Terms and/or Mobility Service Terms, either Party can terminate the Service by providing 30 days' written notice to the other Party.

- (a) In the event of termination by either Party, Customer shall notify Vodafone whether it will:
 - (i) cease using Apple Device Enrolment, in which case, upon notification both Parties will remove all Customer's Enrolled Devices via Apple Device Enrolment; or
 - (ii) continue using Apple Device Enrolment, in which case, Vodafone will no longer provide the Service, however, Customer will have an ongoing obligation to comply with the obligations set out in the Third Party Provider's User Licence Terms.



Apple Device Enrolment Facilitation Service

Definitions

The following definitions are applicable to the Service

Apple	Apple Inc.
Apple Business Manager Portal	a web-based portal provided by Apple for use with Apple Device Enrolment.
Apple Device Enrolment	the service provided by Apple which enables enrolment of Authorised Devices with Customer's MDM.
Authorised Device(s)	Apple-branded products with an IMEI number that are owned by Customer and supplied by Vodafone, which have been designated for use by Users only, and that are eligible for enrolment via Apple Device Enrolment, as determined by Apple.
Bring Your Own Device	devices owned by User which are deployed in a corporate environment.
Corporate ID	Customer's individual account identification on Vodafone's ordering system.
Enrolled Device(s)	an Authorised Device which has been successfully enrolled via Apple Device Enrolment.
Find My iPhone	an Apple feature to assist with locating lost iPhones and to prevent unauthorised use of lost or stolen iPhones.
Historical Devices	Authorised Devices which Customer purchased from Vodafone prior to the Commencement Date and has requested to be enrolled via Apple Device Enrolment.
IMEI	the International Mobile Equipment Identity number.
MDM	mobile device management.
Organisation ID	the Apple Device Enrolment identity provided to Customer by Apple.
Relevant Information	the information required for the enrolment of an Authorised Device or the removal of an Enrolled Device via Apple Device Enrolment, which includes the order number, order date, Organisation ID, Reseller ID and list of IMEIs.
Replacement Device	a device issued to Customer following Customer reporting a fault to an Enrolled Device.
Reseller ID	the Apple Device Enrolment identification number assigned to Vodafone by Apple.
Subsidiary-ID	where applicable, Customer's individual account identification of a subsidiary corporate entity, on Vodafone's ordering system.



Third Party Provider's User License Terms	the Apple Device Enrolment Agreement, which Customer must agree to when accessing the Apple Business Manager Portal, as updated from time to time.
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