



# application form Business Device Bundles

Serial No.: .....

Welcome to Etisalat.

Please complete this form if you are applying for **Business Device Bundles with insurance**. Please note that incomplete information may cause delays in service providing.

## A. Type of request

Existing connection

MDM

Apple Care

Apple DEP

Mobile Number: .....

Specify Managed Apple ID: .....

Please share the list of IMEIs from your account manager if requesting DEP for existing apple devices.

## B. Application Type

Company (COCP)

Individual (CEP)

Company Name: .....

Trading License #: .....

(In case of company application)

Issued Date: ..... Expiry Date: .....

Establishment Card: ..... TAX Registration No. (TRN) : .....

Issued Date: ..... Expiry Date: .....

Remark: .....

## C. Contact person details

Power of Attorney

Letter of Delegation

Name: .....

Title/Position: .....

Contact#: ..... Telephone#: ..... Ext.: .....

Email ID (Mandatory): .....

ID Type:  Emirates ID

ID No.: ..... Nationality: .....

Issue Date: ..... Expiry Date: .....

### Mailing Address:

PO Box: ..... Office/Building: ..... Floor: .....

Street: ..... Nearest Landmark: .....

City: ..... Emirate: .....

## D. Select your device\*

Device delivery:  On Site  Courier

Mobile Devices	Non Contract Retail Price for upfront purchase (AED)**	AED/month (12 Months)	AED/month (18 Months)	AED/month (24 Months)	Color	Quantity
<b>Apple</b>						
iPhone SE 2nd Gen 64GB	1,618.1	144		74		
iPhone SE 2nd Gen 128GB	1,818.1	162		83		
iPhone SE 2nd Gen 256GB	2,218.1	197		102		
iPhone 11 64GB	2,809	249	175	130		
iPhone 11 128GB	3,009	266	185	139		
iPhone 11 256GB	3,409	300	210	157		
iPhone 11 PRO 64GB	4,019	352	245	185		
iPhone 11 PRO 256GB	4,619	403	280	213		
iPhone 11 PRO 512GB	5,428	472	330	250		
iPhone 11 PRO Max 64GB	4,419	386	270	204		
iPhone 11 PRO Max 256GB	5,019	437	305	231		
iPhone 11 PRO Max 512GB	5,828	506	350	268		
<b>Mobile Devices</b>						
Wireless charging case for Airpods	313.33					
Airpods with wireless charging case		68	46	35		
Airpods with cable charging case		55	38	29		
<b>Samsung</b>						
Samsung Galaxy S20 128GB	3,047					
Samsung Galaxy S20 + 4G 128GB	3,428					
Samsung Galaxy S20 + 5G 128GB	3,619					
Samsung Galaxy S20 + 5G 512GB	4,095					
Samsung Galaxy S20 ULTRA 128GB	4,285					
Samsung Galaxy S20 ULTRA 512GB	5,047					
Samsung Galaxy Z FLIP (BLOOM) 256GB	5,237	446		227		
Samsung Galaxy S10E 128GB	2,220	189	128	97		
Samsung Galaxy S10 128GB	2,397	204	138	104		
Samsung Galaxy S10 Plus 128GB	2,778	237	159	121		
Samsung Galaxy S9+ 64GB	2,082.38	178	120	91		
Samsung Galaxy A50 128GB	1,094	94	63	48		
Samsung Galaxy Note10+ 256GB 5G	4,285	316	246	158		
Samsung Galaxy FOLD 512GB	7,047	599	404	306		
Samsung Galaxy A207 32 GB	645	55		29		
Samsung Galaxy A307 64 GB	860	75		39		
GALAXY TAB ACTIVE PRO	2,713	231		118		
GALAXY TAB ACTIVE 2	1,580	135		70		
GALAXY T515 TAB A 10.1	799					

Samsung Business devices						
Samsung Galaxy Note9 128GB with special care		260		143		
Samsung Galaxy Note9 512GB with special care		333		180		
Samsung Galaxy Note10 256GB with special care		304		165		
Samsung Galaxy Note10+ 256GB with special care		344		186		
Samsung Galaxy S20 128GB with special care		284		158		
Samsung Galaxy S20+ 4G 128GB with special care		317		174		
Samsung Galaxy S20+ 5G 128GB with special care		333		182		
Samsung Galaxy S20+ 5G 512GB with special care		374		203		
Samsung Galaxy S20 ULTRA 5G 128GB with special care		390		211		
Samsung Galaxy S20 ULTRA 5G 512GB with special care		454		244		
BlackBerry						
BlackBerry Key2 LITE	1,713.33	146	99	75		
Huawei						
Huawei Mate 30 PRO 5G	3,713	316		161		
Huawei P40 PRO 5G	3332.40	284		145		
Huawei Y9 2019	856.19	73		38		
MOTO RAZR						
MOTO RAZR FOLD	5,714	486		248		
Tablets						
IPAD PRO 2nd Gen 11" Wi-Fi 128GB	3046.67	269		133		
IPAD PRO 2nd Gen 11" Wi-Fi 256GB	3427.62	292		149		
IPAD PRO 2nd Gen 11" Wi-Fi 512GB	4189.52	357		182		
IPAD PRO 2nd Gen 11" Wi-Fi+CELL 128GB	3618.1	308		157		
IPAD PRO 2nd Gen 11" Wi-Fi+CELL 256GB	3999.05	340		174		
IPAD PRO 2nd Gen 11" Wi-Fi+CELL 512GB	4760.95	405		207		
IPAD PRO 4th Gen 12.9" Wi-Fi 128GB	3808.57	324		166		
IPAD PRO 4th Gen 12.9" Wi-Fi 256GB	4189.52	357		182		
IPAD PRO 4th Gen 12.9" Wi-Fi 512GB	4951.43	421		215		
IPAD PRO 4th Gen 12.9" Wi-Fi+CELL 128GB	4380	373		190		
IPAD PRO 4th Gen 12.9" Wi-Fi+CELL 256GB	4760.95	405		207		
IPAD PRO 4th Gen 12.9" Wi-Fi+CELL 512GB	5522.86	470		240		
iPad 2019 10.2 Wi-Fi 32GB	1,284.76	110	74	56		
iPad 2019 10.2 Wi-Fi 128GB	1,637.14	140	94	71		
iPad 2019 10.2 Wi-Fi +CELL 32GB	1,789.52	153	103	78		
iPad 2019 10.2 Wi-Fi +CELL 128GB	2,141.90	183	123	93		
iPad MINI 5 2019 7.9 Wi-Fi + CELL 64GB	2,027.62	173	117	88		

iPad MINI 5 2019 7.9 Wi-Fi + CELL 256GB	2,599.05	221	149	113		
iPad AIR 2019 10.5 Wi-Fi + CELL 64GB	2,408.57	205	138	105		
iPad AIR 2019 10.5 Wi-Fi + CELL 256GB	2,980.00	254	171	130		

For more details and updates please refer <https://www.apple.com/support/products/>

Apple Care - plans	Non Contract Retail Price for up front purchase of Apple care (AED)**	AED/month (12 Months)	AED/month (18 Months)	AED/month (24 Months)	Color	Quantity
iPhone X, XR, XS, XS Max, 11, 11 Pro, 11 MAX	699	NA	NA	30	NA	
Apple Watch - Series 3,4 &5	299	NA	NA	15	NA	

Apple Watch Series 4 Model		Non Contract Retail Price for upfront purchase (AED)**	AED/month (12 Months)	AED/month (18 Months)	AED/month (24 Months)	Color	Quantity
NIKE+ SERIES 5 GPS NIKE SPORTS BAND	40MM	1,522.86	130	88	66		
	44MM	1,646.67	140	95	72		
NIKE+ SERIES 5 GPS + CELL NIKE SPORTS BAND	40MM	1,903.81	162	109	83		
	44MM	2,027.62	173	117	88		
WATCH SERIES 5 GPS SPORTS BAND	40MM	1,522.86	130	88	66		
	44MM	1,646.67	140	95	72		
WATCH SERIES 5 GPS + CELL SPORTS BAND	40MM	1,903.81	162	109	83		
	44MM	2,027.62	173	117	88		

\*Devices are subject to stock availability

\*\*Prices are exclusive of VAT

IMEI#	
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## E. MDM Plans

MDM Plans - IBM MaaS 360	Non Contract Price for upfront purchase of 12 months license (AED)**	AED/month (12 Months)	AED/month (18 Months)	AED/month (24 Months)	Quantity
Essentials - Device Based	132				
Deluxe - Device Based	168				
Premier - Device Based	204				
Enterprise - Device Based	300				

## F. Billing and Payment

Invoice Delivery:  eMail  Business Online Portal

eMail Address:  Same as above eMail  New eMail: .....

Payment Options (for individual paid lines with device):

Auto pay - Credit Card  Direct Debit - Bank account  Advance payment of AED 1,000

I/We clearly understand and agree by completing and signing this application with Etisalat Terms and Conditions for **Business Device Bundles with insurance**.

Signature:

Date: ...../...../.....

### For official use only

Individuals	
<input type="checkbox"/> Copy of ID	<input type="checkbox"/> Salary certificate
<input type="checkbox"/> Bank Statement	<input type="checkbox"/> Company NOC

Companies	
<input type="checkbox"/> Copy of authorised person ID	
<input type="checkbox"/> Letter of authority	<input type="checkbox"/> Original valid trade license

Employee ID: ..... Signature: .....

Mobile No.: .....

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### Activation Source:

- |                                      |                                     |  |  |
|--------------------------------------|-------------------------------------|--|--|
| <input type="checkbox"/> ES Gov      | <input type="checkbox"/> ES Private | <input type="checkbox"/> Managed Indirect          | <input type="checkbox"/> Alternate Managed |
| <input type="checkbox"/> Managed SMB | <input type="checkbox"/> Roadshow   | <input type="checkbox"/> Business Centre/Franchise |  |

Stamp

For Channel Partners / Franchise

# Terms and Conditions

## Business Device Bundles

### 1. INTRODUCTION

These specific terms and conditions ("Service Specific Terms") apply in relation to the provision of the Service by Etisalat to the Customer, in addition to the other constituent parts of the Agreement between Etisalat and the Customer.

### 2. DEFINITIONS

- (a) "Agreement" means the entire contractual agreement between Etisalat and the Customer in relation to the Insurance Service, comprising of those constituent parts listed in Clause 2.1 of the General T&Cs (Business).
- (b) "Customer" means any person / entity who have been referred by Etisalat to the Company for the purchase of the Insurance Service, and who have purchased the Insurance Service.
- (c) "Etisalat" means Emirates Telecommunications Group Company P.J.S.C. and any of its wholly-owned subsidiaries.
- (d) "General T&Cs (Business)" means Etisalat's general terms and conditions for business products and services which are published on Etisalat's website and are available through the other digital communications channels referred to in Clause 35 of the General T&Cs (Business).
- (e) "Insurance Service" means the business Device insurance cover offered by the Company to the Customer in order to cover the Device(s) purchased by the Customer as further detailed in this Agreement.
- (f) "Business Day" means any day other than Friday, Saturday or other day on which commercial banks in the UAE are authorized or required by law to remain closed.
- (g) "Company" means AXA Insurance Gulf (B.S.C.) (c), who provides the Insurance Service directly to the Customer in accordance with the terms of this Agreement.
- (h) "Device(s)" means devices/handsets offered by Etisalat and purchased by the Customer.
- (i) "Premium" means the amount payable by Customer to Etisalat for the Insurance Service opted by the Customer.

### 3. SERVICE DESCRIPTION, CLAIMS AND CHARGES

3.1. The Agreement permits the Customer to purchase the Device offered by Etisalat along with Insurance Service offered by the Company. Whereas Customer acknowledges that Etisalat is only referring the Customer of such Insurance Service offered by the Company.

#### 3.2. Insurance Cover:

Company will cover/compensate any Devices with an active Insurance Service at the event of any of the below incidents;

- 3.2.1. Accidental damage due to sand.
- 3.2.2. Accidental water damages.
- 3.2.3. Accidental Damages caused by humidity.
- 3.2.4. Accidental Damages caused by dropping or impact.
- 3.2.5. Robbery /Theft.

#### 3.3. Claim Registration:

- 3.3.1. Contacting the Company: The Customer may register claims by directly contacting the Company through the following channels.
- A. Hotline :800 292 62
  - B. Email :mobile-claims@axa-gulf.com
  - C. Complaints/disputes:  
<https://ae.axa-gulf.com/en/complaints-information>
- 3.3.2. Courier: Customer can request for a courier to be arranged for the pick and/or delivery of the Device subject to clause 3.9. In the event Customer opts for a pickup of the Device, Company shall arrange the pickup of the Device on the following day based on the Customer requirement and availability. The Customer should submit the Device to the courier representative without any password (The Device needs to be unlocked and backed up by the Customer without the requirement for a password to operate the Device).
- 3.3.3. Visit: Customer may register a claim by visiting designated Service Centres. The Customer should submit the Device to the Service Centre without any password (The Device needs to be unlocked and backed up by the Customer without the requirement for a password to operate the Device). The locations of the Service Centres can be obtained by contacting the Company as per clause 3.3.1.

#### 3.4. Device Assessment

- 3.4.1. Upon receipt of the Device by the Company or its appointed Service Centres (based on a claim request by the Customer), Company shall assess the Device in order to determine whether the Device should be repaired or replaced (based on reasonable justifications) within two (2) working days from the date of receipt of the Device and shall directly contact the Customer to recommend the results of the assessment i.e. either to repair (partial loss) or replace (total loss) the Device.

#### 3.5. Device Repair (Partial Loss)

- 3.5.1. Subsequent to the assessment defined in Clause 3.4, if the Customer accepts to repair the Device, the Device shall be repaired and shall be in a ready for collection status within (3) working days from the date Customer accepts to repair the Device. However if the Customer opts to get the Device delivered to the Customer via the courier service, the Device shall be delivered within (5) working days from the date Customer accepts to repair the Device.
- 3.5.2. Customer must pay the applicable charges (as per clause 3.8.1.1) for such repair and collect the Device from the Service Centres. If the Customer opts to get the repaired Device delivered via courier, then the Customer must pay the applicable charges for such repaired Device (as per clause 3.8.1.1) at the time of delivery of the repaired Device to the Customer.

3.5.3. If the Customer finds that the Device has not been satisfactorily repaired (based on a reasonable justification), the Customer shall have the right to send back the Device to the Company for repair without any additional charges and the Device shall be repaired within three (3) working days and sent back to the Customer or the Device shall be in a ready for collection status based on Customer requirement.

3.5.4. For Samsung Devices, the Customer has the option of getting the Device repaired within one (1) working hour subject to availability of parts from the time of submission at selected Samsung Service Centres. Customer may contact the Company to obtain locations of such Samsung Service Centres

#### 3.6. Device Replacement (Total loss)

3.6.1. Subsequent to the assessment defined in Clause 3.4, if the Customer accepts to replace the Device, the replacement Device shall be in a ready for collection status within (3) working days from the date Customer accepts to replace the Device. However if the Customer opts to get the replacement Device delivered to the Customer via the courier service, the replacement Device shall be delivered within (5) working days from the date Customer accepts to replace the Device.

3.6.2. Customer must pay the applicable charges (as per clause 3.8.1.2) for such replacement and collect the Device from the Service Centres. If the Customer opts to get the replacement Device delivered via courier, then the Customer must pay the applicable charges for such replacement Device (as per clause 3.8.1.2) at the time of delivery of the replacement Device to the Customer.

#### 3.7. Premium to be paid by Customer to Etisalat:

- 3.7.1. The Customer may choose a coverage period of either one (1) year or two (2) years in accordance to the Customer's application form with Etisalat and has the option to pay either on a monthly basis or 12/24 months upfront.
- 3.7.2. The Premium shall be paid by the Customer to Etisalat as per clause 12 of the General T&Cs (Business).
- 3.7.3. The Premium amounts are as detailed in the relevant application form.

#### 3.8. Claim Charges to be paid by Customer to Company:

- 3.8.1.1. Repairs:
- Maximum two (2) claims per Device per year only for partial losses (Repairs).
  - Applicable charges for utilizing a partial loss claim –  
– AED 185 +VAT
- 3.8.1.2. Replacements:
- Maximum one (1) claim per Device per year only for total loss (Replacement).
  - Applicable charges for utilizing a replacement claim –  
– Apple Device : AED 360 + VAT  
– Samsung Device: AED 199 + VAT
- 3.8.1.3. If the Device cannot be repaired or replaced, Customer will receive a bank cheque addressed to the Customer's name from the Company ("Cheque") with a value equal to the current market value of the relevant Device; however the value of the Cheque is subject to a maximum value of AED 1,000/-.

#### 3.9. Courier Service Charges to be paid by Customer to Company:

- 3.9.1.1. If the Customer opts for a courier service for Device pickup and/or delivery, then the Customer shall pay the below charges at the time of pickup of the Device by the Company representative.
- Courier Charges for Pickup – AED 20 + VAT (per visit)
  - Courier Charges for Delivery – AED 20 + VAT (per visit)
- 3.9.1.2. If the Customer opts for pickup and delivery – then a total of AED 40+VAT shall be charged at the time of pick up; whereas at the time of delivery the relevant repair/replacements charges as per clause 3.8.1.1 & 3.8.1.2 shall be charged to the Customer (if not already paid by the Customer).

#### 3.10. Close of Claim: The Insurance Cover is considered to be closed in the following circumstances:

- 3.10.1. If the Insurance Cover subscribed by the Customer is for one (1) year;
- The Insurance Cover shall be considered closed if the Customer has filed for one (1) total loss (replacement) per year or for two (2) partial losses (repair) per year, (whichever is earlier)
- 3.10.2. If the Insurance Cover subscribed by the Customer is for two (2) years;
- The Insurance Cover shall be considered closed if the Customer has filed for two (2) total losses (replacements) within a period of two (2) years (subject to a maximum of one (1) total loss claim per year).
  - The Insurance Cover shall be considered closed if the Customer has filed for four (4) partial losses (repairs) within a period of two (2) years (subject to a maximum of two (2) partial loss claims per year).

#### 3.11. Termination and Payment Default

- 3.11.1. Either party may terminate the Insurance Service, by providing a prior written notice of thirty (30) days to the other party.
- 3.11.2. If the Customer terminates the Insurance Service with Etisalat, then Etisalat shall charge from the Customer an exit penalty equal to the aggregate Premium amount relevant to the remaining term of the coverage period.
- 3.11.3. If the Customer defaults payment of its relevant Premium amount to Etisalat, Etisalat or Company shall not be responsible to cover any such Device. However if the Customer pays and settles all due amounts within a period of 120 days from the default date, the Insurance

Service shall be reactivated and Company shall be responsible to cover such Device after the reactivation. If the Customer does not pay and settle all due amounts after the period of 120 days from the default date, the Insurance Service shall not be reactivated and the insurance cover shall be considered closed and cancelled.

#### 3.12. Additional Applicable Terms:

- 3.12.1. The Insurance Service is only applicable for new Devices sold by Etisalat.
- 3.12.2. A police report is a mandatory requirement for any claim related to the Device being lost or in case of theft (in accordance to clause 3.2.5), any such claim shall be considered as a total loss.
- 3.12.3. The Insurance Service applies worldwide, however in case of the Device being out of the United Arab Emirates for more than ninety (90) days consecutively during a year the Insurance Service will not apply.
- 3.12.4. The Device is identified by the IMEI number in the Device.
- 3.12.5. The Insurance Service only covers Devices bought from Etisalat and only if the Device is using the Etisalat SIM Card. All Devices must be purchased from Etisalat and must be brand new.
- 3.12.6. The Insurance Service is Non Refundable and Etisalat will not refund the Premium paid if at any point should the Customer wish to cancel the Insurance Service.
- 3.12.7. The benefits of the Insurance Service cannot be transferred to a third party, in the event of a transfer of the Device– the Insurance Service will be terminated automatically with no refund.
- 3.12.8. The relevant terms and conditions for the insurance service provided by Axa are hereby attached to the present Service Specific Terms.

#### 3.13. Exclusions

- 3.13.1. Damage arising from a manufacturer's defect or recall of the mobile phone or any incident or malfunction covered by the existing warranty, if any.
- 3.13.2. Damage Caused by modification, maintenance, washing, repairing a Device without approval from the Company.
- 3.13.3. Damage which is cosmetic damage, scratches, dents and marks, which does not affect the usage, function and performance of the Device.
- 3.13.4. Damage to software, virus, information, data, files, ring tones, graphics, applications purchased or downloaded, whether arising as a result of a claim by this insurance or otherwise.
- 3.13.5. Damage resulting from any cause other than normal use and operation of the Device in accordance with the manufacturer's specifications and owner's manual, including but not limited to operator negligence, misuse, abuse, improper electrical/power supply, improper equipment modifications, attachments or installation or assembly, vandalism, animal or insect infestation, battery leakage.
- 3.13.6. Damage to the Device if dispatched by sea or air under a bill of lading airway bill or similar document (which were not dispatched or collected by the Company).
- 3.13.7. Damage to a SIM card or accessories of any type including but not limited to replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials.
- 3.13.8. Theft, When the Customer did not obtain a police report within ten (10) days from the occurrence of the theft incident, identifying the items lost.
- 3.13.9. Cost to update the software, or any upgrade of the Device over and above the normal operation and performance of the standard model sold by Etisalat.
- 3.13.10. Reconnection costs or subscription fees of any kind, any calls, texts or data use made from the Device after the time that it was – stolen, to the time that it was reported to and blocked by Etisalat – damage due to a willful act by the Customer or any immediate family.
- 3.13.11. Consequential loss of any type.
- 3.13.12. Liability of whatsoever nature arising from ownership or usage of the Device, including any illness or injury resulting from it.
- 3.13.13. Any loss or damage or destruction caused by, contributed to or arising from terrorism, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalization or requisition or destruction or damage to property by or under the order of any government or public or legal authority, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties.
- 3.13.14. Any other costs that arise directly or indirectly from the event which led to the claim unless specifically stated in this policy.
- 3.13.15. Mysterious Disappearance of the Device.

#### 4. CUSTOMER OBLIGATIONS & RESTRICTIONS

- 4.1. The Customer will be solely responsible for removing all data, including personal and confidential data and device locks/passwords from the Device prior to submitting for an assessment, replacement or repair.
- 4.2. It is the Customer's sole responsibility to back-up any files or data from the Device prior to submitting to the Company, whereas Etisalat or the Company does not provide data recovery service as a part of the Insurance Service. Etisalat shall not be liable for any loss or damages arising out of discloser or loss of files or data or content whatsoever.
- 4.3. The Customer shall be responsible for removing the SIM card from the Device. Etisalat shall not be responsible for any costs arising from the Customer's failure to remove the SIM card or any memory card.
- 4.4. The Customer acknowledges that he/she is the owner of the Devices.
- 4.5. The Customer shall make sure not to have security software that will block access to the Device.
- 4.6. Clause 6 of the General T&Cs (Business) is explicitly applicable herein.

## **5. ETISALAT'S OBLIGATIONS**

5.1. Etisalat will provide the Service to the Customer based on these Service Specific Terms together with the other constituent parts of the Agreement, and in accordance with the law.

## **6. CUSTOMER REPRESENTATIONS AND WARRANTIES**

6.1. Customer represents and warrants that (i) Customer has the right and authority to enter into this Agreement on its behalf and to legally bind the Customer to the terms and obligations of this Agreement and (ii) all information provided by the Customer to Etisalat in connection with this Agreement will be current, true, accurate, supportable and complete; and, with regard to information Customer provides to Etisalat, the Customer will promptly notify Etisalat of any changes to such information.

## **7. LIMITATION OF LIABILITY**

7.1. For avoidance of doubt and notwithstanding anything in this agreement to the contrary, customer acknowledges and agrees that etisalat has no control (in any way whatsoever) in regards to the:

7.1.1. Changes (which maybe) introduced by insurance regulatory bodies;

7.1.2. Changes (which maybe) made in the policy of the company.

7.2. Customer acknowledges and agrees explicitly hereby that etisalat is not liable (in any way whatsoever) for the relationship between the company and the customer; and the obligations and liabilities between the company and the customer; considering that etisalat is only a referring middleman between the company and the customer (referring the insurance service of the company to the customer) and collecting the premium amount from the customer on behalf of the company.

7.3. The Customer also acknowledges and agrees that Etisalat will not be liable (in any way whatsoever) for any loss of or damage to the device(s), its data or software, in particular to detrimental change in data, software programs and applications that is caused by deletion or deformation of the original structure resulting from such loss or damage.

## **8. CONTACTING ETISALAT**

The Customer may contact Etisalat to discuss the Service (including these Service Specific Terms and the General T&Cs (Business), or any other product or service offered by Etisalat, by using any of the digital communications channels stated in Clause 35 of the General T&Cs (Business).

## **9. VAT**

Please see clause (14) of the General T&Cs (Business) for the provisions governing VAT Value Added Tax that apply to the Service.

# Terms and Conditions

## Apple DEP

### 1. INTRODUCTION

These specific terms and conditions ("Service Specific Terms") apply in relation to the provision of the Service by Etisalat to the Customer, in addition to the other constituent parts of the Agreement between Etisalat and the Customer.

### 2. DEFINITIONS

"Administrators" means employees or contractors (or Service Providers) of the Customer who have been added to the Program for purposes of account management, e.g., administering servers, uploading MDM provisioning settings and adding Devices to the Customer's account, and who have agreed to the Administrator Terms and Conditions.

"Administrator Terms and Conditions" means the agreement that the Customer's Administrators must enter into with Apple to participate in the Program.

"Agreement" means the entire contractual agreement between Etisalat and the Customer in relation to the Service, comprising of those constituent parts listed in Clause 2.1 of the General T&Cs (Business).

"Apple" means Apple Inc., a California corporation with its principal place of business at One Infinite Loop, Cupertino, California 95014, U.S.A.

"Apple Software" means the iOS and OS X operating system software, or any successor versions thereof.

"Authorized Devices" means Apple-branded products that are owned or controlled by the Customer, have been designated for use by Authorized Users (or Service Providers) only, and that are eligible for use in the Program. For avoidance of doubt, devices that are personally owned by an Authorized User (e.g., "byod" devices) are not permitted in the Program and not all devices are eligible to be added to the Program.

"Authorized Users" means employees and contractors (or Service Providers) of the Customer, or other end users who are affiliated with the Customer (e.g., if the Customer is an educational institution, the term "Authorized Users" also includes faculty, staff and students of the Customer's institution, and if the Customer is a hospital, the term "Authorized Users" also includes credentialed physicians, referring physicians and clinicians).

"Customer" or "Institution" means the business entity, company or the institution which purchases or subscribes to the Service via entering into this Agreement. For avoidance of doubt, the Institution is responsible for compliance with this Agreement by its employees, contractors, third-party service providers and agents who are authorized to exercise rights under this Agreement on its behalf.

"DEP Agreement" means the Apple Device Enrollment Program Agreement entered into between Apple and Etisalat for the enrollment of Customer Devices onto the DEP by Etisalat.

"Device" means an Apple branded device offered by Etisalat and purchased by the Customer.

"Device Enrollment Program (DEP)" or "Program" is part of the Apple Deployment Programs (ADP), which help businesses and educational institutions easily deploy and configure iOS and OS X devices. DEP provides a fast, streamlined way to deploy institutionally owned iPad and iPhone devices and Mac computers that are purchased directly from Apple or participating Apple Authorized Resellers or carriers.

"End User License Agreement" or "EULA" means the software license agreement for the Apple Software entered into between Apple and the Customer.

"Etisalat" means Emirates Telecommunications Group Company P.J.S.C.

"General T&Cs (Business)" means Etisalat's General Terms and Conditions for Business Products and Services which are published on Etisalat's website, and are available through the other communications channels referred to in Clause 34 of the General T&Cs (Business).

"End User License Agreement" or "EULA" means the software license agreement for the Apple Software entered into between Apple and the Customer.

"MDM" means mobile device management.

"MDM Enrollment Settings" means settings for a Device that can be configured and managed as part of the Program, including, but not limited to, the initial enrollment flow for a Device, and settings to supervise a Device, make configuration mandatory, or lock an MDM profile.

"MDM Server(s)" means computers owned or controlled by the Customer (or a Service Provider acting on the Customer's behalf) that have been designated to communicate with the Program.

"Service Provider" means a third party who provides a service on the Customer's behalf in accordance with the terms of this Agreement who have been added to the Program as Administrators or Authorized Users.

"Term" means the period described in Section 4.

### 3. SERVICE DESCRIPTION

The Agreement permits the Customer to participate in the Apple Device Enrollment Program, which allows the Customer to automate enrollment of Devices for Mobile Device Management (MDM) within the Customer's institution and to access Program facilitation tools for such purposes.

### 4. COMMENCEMENT & DURATION

a) The Agreement is valid and binding on and from the date on which it is submitted to and accepted by Etisalat (the "Effective Date").

b) The term of the Agreement starts on the Effective Date and extends for an initial period of one (1) year. Thereafter, subject to the Customer's compliance with the terms of this Agreement and the EULA, the Term will automatically renew for successive one (1) year terms, unless sooner terminated in accordance with this Agreement.

c) This Agreement does not have any minimum commitment period ("Minimum Term").

### 5. CUSTOMER OBLIGATIONS & RESTRICTIONS

a) Only existing Etisalat customers can subscribe to the Service. The Customer must have or buy at the time of subscribing to the Service certain eligible Apple branded devices

b) In order to access the Service the Customer must ensure that the Device meets the minimum requirements as set out at <https://help.apple.com/deployment/business/#/tes394e8a23f> or such other online source made available by Apple for this purpose.

### 6. ETISALAT'S OBLIGATIONS

Etisalat will provide the Service to the Customer based on these Service Specific Terms together with the other constituent parts of the Agreement, and in accordance with the law.

### 7. PROGRAM REQUIREMENTS/ ELIGIBILITY

#### 7.1 Use of the Program

As a condition to using the Program, Customer acknowledges and agrees that:

(a) Customer is permitted to use the Program only in accordance with all applicable laws and regulations, and the Program use guidelines set forth in the Device Enrollment Program Guide, as modified by Apple from time to time, and which will be made available on <http://www.apple.com/iphone/business/itmanagement.html>.

(b) Customer is not permitted to use the Program (or any part thereof) for any unlawful, inappropriate, or illegal activity.

(c) Customer is permitted to use the Program only to manage Authorized Devices for use by Authorized Users and not for general deployment to third parties, and Customer will be responsible for all use of the Authorized Devices by its Authorized Users.

(d) Customer will obtain all necessary rights and consents from its Authorized Users to deploy its Authorized Devices as permitted hereunder.

(e) Customer may add Administrators to the Program, but only if such individuals are employees or contractors of the Institution or are Service Providers acting on Customer's behalf, and Customer may add such parties only for account management purposes.

(f) Customer is permitted to use the Program only for its own internal information technology purposes and is not permitted to provide a product or service to third parties that integrates with or leverages services or information provided by the Program or uses the Program in any way, unless otherwise agreed by Apple in writing.

(g) The Service shall be available only for Devices purchased through Etisalat.

#### 7.2. NO OTHER PERMITTED USE

Customer agrees not to exploit the Program in any unauthorized way whatsoever, including, but not limited to, misuse or excessive overloading of Etisalat's network capacity. Any attempt to do so is a violation of the rights of Etisalat or Apple and its licensors. All rights not expressly granted in this Agreement are reserved and no other licenses, immunity or rights, express or implied are granted by Apple, by implication, estoppel, or otherwise.

### 7.3 EULA'S TERM AND CONDITIONS

(a) Customer's authorized representative shall be obliged to accept the EULAs for the Apple Software on the Program web portal prior to deploying Authorized Devices running such Apple Software to Authorized Users.

(b) If the EULAs for the Apple Software have changed, Customer agrees to have its authorized representative return to the Program web portal and accept such EULAs promptly upon notice from Apple in order to continue using the Program. Customer acknowledges and agrees that it will not be able to use the Program, including associating additional Authorized Devices with its MDM Server, until such EULAs have been accepted.

(c) Customer is responsible for ensuring that such EULAs are provided to Authorized Users, and that each Authorized User is aware of and complies with the terms and conditions of the EULAs for the Apple Software.

(d) Customer agrees to be responsible for obtaining any required consents for its Authorized Users' use of the Apple Software, and Customer agrees to monitor and be fully responsible for all such use of the Apple Software by its Authorized Users.

(e) The current Apple Online Services Service Level Agreement can be found at: [https://deploy.apple.com/enroll/files/dep\\_plus\\_admin\\_all.pdf](https://deploy.apple.com/enroll/files/dep_plus_admin_all.pdf) or such other online source made available by Apple for this purpose.

#### 7.4 DEVICE TRANSFER

Customer will not resell any Authorized Devices with MDM Enrollment Settings enabled and agrees to remove such Devices from MDM management in the Program web portal prior to reselling them or transferring them to non-Authorized Users in any way.

The Customer can remove any Authorized Devices with MDM Enrollment Settings enabled through the DEP web portal. Etisalat will not be responsible to un-enroll or enroll any Device again (i.e. for the second time) to the DEP in such cases.

#### 7.5 UPDATES; NO SUPPORT OR MAINTENANCE

Apple/Etisalat may extend, enhance, or otherwise modify the Program (or any part thereof) provided hereunder at any time without notice, but Etisalat will not be obligated to provide Customer with any updates to the Program. If Apple makes updates available, the terms of this Agreement will govern such updates, unless the update is accompanied by a separate agreement in which case the terms of that agreement will govern. Should an update be made available, it may have features, services or functionality that are different from those found in the Program. Apple/Etisalat is not obligated to provide any maintenance, technical or other support for the Program.

### 8. CHARGES, BILLING & PAYMENT

DEP is a free service available from Apple and is offered to Customer by Etisalat free of charge. In future, if there is any cost associated by Apple to DEP, it will be passed on to the Customer after obtaining the customer prior written consent.

### 9. TERMINATION BY THE CUSTOMER

The Customer may terminate this Agreement for its convenience, effective thirty (30) days after providing Etisalat with written notice of its intent to terminate. Termination of this Agreement does not result in termination of the EULA which shall continue to be effective until or unless terminated by the Customer in accordance with its terms.

### 10. TERMINATION BY ETISALAT

a) Etisalat may terminate this Agreement for its convenience, for any reason or no reason, effective thirty (30) days after providing the Customer with written notice of its intent to terminate.

b) If the Customer fails, or Etisalat suspects that the Customer has failed, to comply with any of the provisions of this Agreement, Etisalat, at its sole discretion, without notice to the Customer may: (i) terminate this Agreement and/or the Customer's Service account; and/or (ii) preclude access to the Program (or any part thereof).

c) Etisalat reserves the right to modify, suspend, or discontinue the Service (or any part thereof) at any time without notice to the Customer, and Etisalat will not be liable to the Customer or to any third party should it exercise such rights.

### 11. CUSTOMER REPRESENTATIONS AND WARRANTIES

Customer represents and warrants that:

a) Customer's authorized representative or agent has the right and authority to enter into this Agreement on its behalf and to legally bind the Customer to the terms and obligations of this Agreement.

b) All information provided by the Customer to Etisalat in connection with this Agreement will be current, true, accurate, supportable and complete; and, with regard to information Customer provides to Etisalat, the Customer will promptly notify Etisalat of any changes to such information.

c) Customer will monitor and be responsible for its authorized representatives and Administrators' use of the Program and their compliance with the terms of DEP Agreement; and

d) Customer will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by Customer, its authorized representatives, Administrators, Service Providers, Authorized Users and Authorized Devices, in connection with the Program.

### 10. LIMITATION OF LIABILITY

For avoidance of doubt and notwithstanding anything in this Agreement to the contrary, Customer acknowledges and agrees that Etisalat does not operate or control in any way whatsoever:

a) Apple Deployment Programs;

b) Apple Device Enrollment Program, including but not limited to Devices authorization or verification by order numbers or Devices serial numbers; and

c) Apple Mobile Device Management Program, including but not limited to Devices authorization or verification by order numbers or Devices serial numbers.

Consequently, Etisalat does not have any liability or responsibility in this regard toward the Customer, and Customer will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by Customer, its authorized representatives, Administrators, Service Providers, Authorized Users and Authorized Devices, in connection with the Apple Deployment Programs, Apple Device Enrollment Program, and Apple Mobile Device Management Program and will indemnify and hold harmless Etisalat from all third party claims in this regard.

### 11. CONSENT TO COLLECTION AND USE OF DATA

Subject to Limitation of Liability, Customer acknowledges and agrees that Etisalat and/or Apple may collect, maintain, process and use diagnostics technical usage and related information including but not restricted to unique system or hardware identifiers, information about Customer's use of services, computer, devices, system and application software and other software and peripheral that are gathered periodically to:

a) facilitate the provision of services to Institution by Apple;

b) to provide, test and improve Apple products and services, to facilitate the provision of software or software updates, product support and other Apple services to Institution;

c) To enable Apple's partners and third party developers to improve their software, hardware and services designed for use with the services and/or with Apple products or services.

Customer acknowledges and agrees that:

d) Apple may also provide any such partner or third party developer with a subset of diagnostic information that is relevant to that partner's or developer's software, hardware and/or services, as long as the diagnostic information is in a form that does not personally identify the Customer; and

e) Customer data collected in the course of provision of and/ or in connection with the Service will be treated in accordance with the terms of the Etisalat's privacy policy, which are incorporated by reference into this Agreement and which can be viewed at: [www.etisalat.ae/en/generic/privacy-policy](http://www.etisalat.ae/en/generic/privacy-policy).

In the event Customer desires to withdraw the consent herein above, Customer should notify such intention in writing to Apple and to Etisalat and Etisalat shall thereafter cease to share the Customer data with Apple and to collect the same.

The Customer acknowledges and agrees that following receipt of such notification Etisalat and/ or Apple may cease the provision of the Service enabled by the collection and share of Customer data.

Data collected by Apple pursuant to this section will be treated in accordance with Apple's Privacy Policy, which is incorporated by reference into this Agreement and which can be viewed at: <http://www.apple.com/legal/privacy>.

### 12. CONTACTING ETISALAT

The Customer may contact Etisalat to discuss the Service (including these Service Specific Terms and the General T&Cs (Business)), or any other product or service offered by Etisalat, by using any of the communications (channels stated in Clause 34 of the General T&Cs (Business)).

<sup>1</sup>As can currently be accessed at <https://school.apple.com>, <https://business.apple.com> or <https://deploy.apple.com> as may be amended by Apple from time to time.