

Mobile Device Management Terms and Conditions



You should read these terms and conditions carefully

We, us means ADSI Limited, a company registered in England with registered number 2488146.

Definitions of words and phrases used in our terms & conditions;

Mobile Device Management (MDM)

Security software used by ADSI to monitor, manage and secure employees' mobile devices that are deployed across multiple mobile service providers and across multiple mobile operating systems being used in an organization.

Configuration

The particular arrangement or pattern of a group of related features to tailor your Mobile Device Management solution. Your configuration will define the parameters and values that you wish to have on your registered devices.

Device

The smartphone, tablet or laptop that is registered on the ADSI Mobile Device Management contract.

Period of Cover

The minimum Period of Cover is 24 months. Your initial contract period will be 24 months. After completion of the minimum period you may give 90 days' notice to terminate in writing.

Plan

The type of Mobile Device Management cover & package you have selected and purchased from ADSI; Professional, Professional Plus, Enterprise, Enterprise Plan

Premium

The amount you agree to pay us in return for the Mobile Device Management Plan.

Registered

The device that has installed the Mobile Device Management software and is being covered / managed by such.

You/Your

This refers to the customer whose name appears on the Mobile Device Management Plan application form and any person authorised by that customer to use the solution.

INTRODUCTION

The ADSI Mobile Device Management Plan provides you with software for your selected devices, subject to the terms, conditions, and limitations shown below or as amended in writing by us.

Information Provided

You must take reasonable care to ensure that the information provided to us when you take out the Mobile Device Management Plan and throughout its duration is complete and accurate.

ADSI MDM Support

Your Mobile Device Management Plan gives you access to our Service Desk throughout the duration of your contract.

With your purchased Professional or Professional Plus Plan you have a dedicated email address to direct your questions and enquiries to - mdmsupport@adsigroup.co.uk. The maximum response time for this support is 4 hours, within ADSI working hours (Monday to Friday, 8.30am to 5.30pm). Our Service Desk operates a ticketing system so your initial email will be allocated to the next available Service Desk team member to deal with your enquiry.

With your purchased Enterprise or Enterprise Plus Plan you have a dedicated Support telephone line and email address to direct your questions and enquiries to - Telephone 01268 495575 / Email mdmsupport@adsigroup.co.uk. The maximum response time for this support is 1 hour, within ADSI working hours (Monday to Friday, 8.30am to 5.30pm). Our Support Desk operates a ticketing system so your initial email will be allocated to the next available support team member to deal with your inquiry.

Any emails received outside ADSI working hours will be logged for the Service Desk at the beginning of the next working day.

To help us improve our service we may record or monitor telephone calls.

Payment of Mobile Device Management

Premiums are due monthly by Direct Debit and are only in force if the monthly premium continues to be paid. Failure to maintain payments will give us the right to terminate your MDM Plan but the remaining amount for the duration of the initial 24 months will remain payable.

Cancellation

If you wish to cancel after the 24 months, you must do so giving 90 days written notice. Non-payment of the Premium will result in your account being suspended and your devices no longer being covered. We may, at our discretion, reinstate your cover upon the payment of any outstanding Premium within two months of the original payment due date. In the event that the Premium is not fully paid for two consecutive monthly payments, your policy will be cancelled and all benefits will end immediately. We are under no obligation to tell you if we haven't received payment. In the event of us changing the terms of your plan, you will always have the right to cancel before the changes become effective.

Changes to terms and conditions

We may alter the terms and conditions of your Mobile Device Management Plan at any time, including but not limited to the Premium, Terms or Configuration, giving you no less than 30 days' notice via email or letter using contact details held on our database or any alternative communication method accessible to us.

General Conditions

Your rights and obligations under these terms and conditions are personal to you/your company and may not be assigned by you to any third party. We may transfer our rights and/or obligations under these Terms and Conditions or any part thereof. We reserve the right to terminate the Plan at any time. You must be aged 18 years or over.

Our Responsibility to You - Please Note

We will perform the contract with reasonable skill and care.

We shall not be liable for call, data or network charges during any period.

In no circumstances shall we be liable for any loss or damage arising out of all related services that we provide which is for any loss of profits, loss of sales, loss of turnover, loss of bargain, loss of opportunity, damage to goodwill or reputation, loss of use of any apparatus, software or data loss or time on the part of management or the staff or any indirect or consequential loss or damage however so arising, for death or personal injury. In the event that you use an item for a commercial purpose then we shall not be liable to you for any loss of income, business or profits or any other economic loss arising out of your use or inability to use any item at any time, however this loss may be caused and whether or not it is a result of your own negligence. If we are unable to provide the MDM service for a continuous period of 10 working days you may be entitled to a reduction of the monthly payment for the effected period of time.

Force majeure

We shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. In such incidents, we will make every reasonable attempt to minimize delay of performance. In the event *force majeure* continues longer than 120 days, either party may terminate the Agreement, repaying the full amount of any payments made during the period of non-performance within 14 days of termination notice.

Severability

If any part of this agreement is determined by a UK court to be invalid, illegal, void or otherwise unenforceable under any present or future law, then the remainder of this agreement shall not be affected thereby.

Complaints

It is the intention to give you the best possible service but if you do have any questions or concerns about this Mobile Device Management Plan, or the handling of our service, you should in the first instance contact ADSI at;

ADSI

Alexander House, Christy Court, Basildon, Essex, SS15 6TL

Tel 01268 495555

Fax 01268 495511

Email solutions@adsigroup.co.uk