



Automated Device Enrollment Program Attachment – Apple, Android, Samsung

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1. INTRODUCTION

This document pertains to automated device enrollment processes and programs, operated by subsidiaries and affiliates of AT&T Inc. ("AT&T", "we", "our" and "us"). These Terms of Use govern your use of any AT&T solutions, including, but not limited to, the AT&T Device Management Program and associated application programming interfaces (APIs) (collectively referred to as "Programs"), which enables a customer's authorized administrator(s) to (i) enroll in third-party device enrollment programs, such as Apple Business Manager, Android zero-touch, and/or Samsung Knox Mobile Enrollment (collectively referred to as "Facilitation Services"), (ii) associate Facilitation Services IDs to the customer's Foundation Accounts (FANs), and/or (iii) enroll, manage and deploy eligible AT&T mobility devices with mobile device management in conjunction with a third-party's device enrollment program.

The term "you" or "your" can refer to an individual or to an entity, in which case "you" includes any of your subsidiaries, affiliates, employees, agents and users.

PLEASE READ THESE TERMS OF USE CAREFULLY. By accessing or using any of our Programs, you are agreeing to comply with these Terms of Use, including any documents, policies and guidelines incorporated by reference (referred to collectively as the "Terms"). Certain services available through the Programs, especially services for which you are asked to subscribe or pay money, have their own terms and conditions that apply to your purchase or use of that particular service. The Terms do not alter in any way the terms or conditions of any of these other written or online terms and conditions or agreements you may have or will have with AT&T, including any other website terms of use with an AT&T affiliate. To the extent that there is any conflict between these Terms and any terms and conditions or agreements relating to services you have purchased or online tools you use or to which you subscribe provided by Apple, Google, or Samsung (collectively referred to as "Facilitation Service Providers"), those other terms and conditions or agreements will govern.

2. AUTHORITY

By using our Programs, you represent that you are at least 18 years old and are fully able and competent to enter into the terms, conditions, representations and warranties set forth in the Terms; otherwise, please suspend use of any and all these Programs.

3. CHANGES TO THE TERMS OR PROGRAMS

AT&T may change or modify the Terms from time-to-time without notice. As applicable, once Terms are amended, any previously executed addendums will remain in effect and access to these Programs or

automated device enrollment in general will remain available until a new addendum is made available to you. Failure to execute a new set of Terms may result in removal from these Programs and suspension of automated enrollment. AT&T reserves the right to change, modify or discontinue, temporarily or permanently, these Programs (or any portion thereof), including any and all content contained within these Programs, at any time without notice. You agree that AT&T shall not be liable to you or to any third party for any modification, suspension or discontinuance of these Programs (or any portion thereof).

4. REGISTRATION, PASSWORD AND SECURITY

Whenever you provide us information regarding these Programs, you agree to: (a) provide true, accurate, current and complete information and (b) maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information that is, or we have reasonable grounds to suspect that the information is, untrue, inaccurate, not current or incomplete, AT&T may without notice suspend or terminate your access to these Programs and refuse any and all current or future use of these Programs (or any portion thereof).

If any portion of our Programs require you to register or open an account, you may also be asked to choose a password and a username. Please select a password that would not be obvious to someone trying to guess your password and change it regularly as an added precaution. You are responsible for maintaining the confidentiality of the password and account, and you are fully responsible for all activities that occur under your password or account identification. You agree immediately to notify AT&T of any unauthorized use of your password or account or any other breach of security. Without limiting any rights which AT&T may otherwise have, AT&T reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of these Programs and your account, including without limitation terminating your account, changing your password, or requesting additional information to authorize transactions on your account. Notwithstanding the above, AT&T may rely on the authority of anyone accessing your account or using your password and in no event and under no circumstances shall AT&T be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction of AT&T under this provision, (ii) any compromise of the confidentiality of your account or password and (iii) any unauthorized access to your account or use of your password. You may not use anyone else's account at any time without the permission of the account holder.

The security of your personally identifying information is important to us. While there is no such thing as "perfect security" on the Internet, we will take reasonable steps to help ensure the safety of your personally identifying information. However, you understand and agree that such steps do not guarantee that use of these Programs is invulnerable to all security breaches, and that AT&T makes no warranty, guarantee, or representation that use of any of our Programs is protected from viruses, security threats or other vulnerabilities.

5. PRIVACY POLICY

Please view our [Privacy Policy](#), which explains AT&T's practices relating to the collection and use of your information through or in connection with our Programs. AT&T's use of your information is governed at all times by our Privacy Policy, which is incorporated into these Terms. You understand that through your use of these Programs you consent to the collection and use of this information (as set forth in the Privacy Policy).

6. COPYRIGHT AND AUTHORIZATION

These Programs provide you access to a variety of information, services, products, data and materials ("Content"). Some of the Content is owned by AT&T Intellectual Property II., L.P. d/b/a AT&T Intellectual Property and/or its affiliates. Other portions are owned by non-AT&T companies or third parties such as suppliers, vendors, and licensors.

7. COPYRIGHT COMPLAINTS

AT&T respects the intellectual property rights of others. If you believe that your work has been copied and has been posted, stored or transmitted to a Program in a way that constitutes copyright infringement, please submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing AT&T's Copyright Agent the following written information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A specific description of where the material that you claim is infringing is located in our Programs;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Claims of copyright infringement can be submitted to AT&T's Copyright Agent by filling out the form located at <https://copyright.att.net/info/p2pnotices.html>.

As a courtesy, AT&T offers the following link to access a form to use if you, as a copyright owner or authorized representative of the copyright holder, have reason to believe an AT&T Internet subscriber has infringed on your copyright using peer-to-peer file sharing technologies. For more information about AT&T's copyright protection practices under the DMCA and for information on how to contact AT&T's DMCA agent, please refer to <https://www.att.com/legal/terms.dmca.html>.

8. TRADEMARKS AND SERVICE MARKS

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Parties other than AT&T may offer and provide products and services in or through these Programs. Except for AT&T branded information, products or services that are identified as being supplied by AT&T, AT&T does not operate, control, or endorse any information, products, or services in these Programs or accessible through these Programs in any way. AT&T is not responsible for examining or evaluating, and AT&T does not warrant the offerings of, any of these businesses or individuals or the content of their websites. AT&T does not assume any responsibility or liability for the actions, product, and content of these or any other third parties. You should carefully review their privacy statements and other conditions of use.

These Programs may contain links to other websites not operated by AT&T. The links are provided for your convenience. The inclusion of any links to other websites does not imply affiliation, endorsement or adoption by AT&T of those websites or the contents therein. We are not responsible for the contents, links or privacy of any linked website. Access to any other websites linked to these Programs is at your own risk. When leaving these Programs, you should carefully review the applicable terms and policies, including privacy and data gathering practices, of that third-party website.

10. FACILITATION SERVICE PROVIDER

1. General. Provided that Customer is and remains (a) a qualified participant in the specific Facilitation Service requested, for mobile device management, enrollment, or any other applicable functions ("Facilitation Services") and (b) in full compliance with the Agreement, AT&T will make available to Customer the applicable Programs pursuant to the terms and conditions set forth below.

2. Facilitation Services. Under these Programs, AT&T will facilitate Customer's use of Facilitation Services by providing services to automate the enrollment of select eligible devices purchased from AT&T for CRUs, as further described in Section 3.3 below (the "Eligible Devices"), into the applicable Facilitation Services. Enrollment into the Facilitation Services consists solely of the submission, via an application program interface, of certain information related to Customer's Equipment orders for Eligible Devices, as described in more detail in Section 3.4 below. The Facilitation Services will be provided by AT&T at Customer's CRU Foundation Account Number ("FAN") level, not at a billing account level, meaning that AT&T will perform the Facilitation Services with respect to all Eligible Devices purchased from AT&T under the CRU FAN(s) designated by Customer. The Facilitation Services do not include any assignment of Eligible Devices or device management activities such as those provided by Mobile Device Management or Enterprise Mobility Management programs on behalf of Customer.

3. Customer Obligations and Acknowledgments.

3.1 Policies and Processes. Customer must follow the policies and processes established by AT&T from time to time for the applicable Programs, including, without limitation, (a) completing all

required account set-up steps to ensure AT&T can successfully enroll Customer in the Program via the Device Management Program and/or (b) completing the Customer Instructions & Participant Request Form provided by an AT&T representative which, among other things, requires Customer to provide AT&T with Customer's valid Facilitation Service ID and identify Customer's CRU FAN(s) to be associated to the Facilitation Services ID. If Customer has more than one Facilitation Service ID, Customer must complete setup and registration requirements for each and identify the specific CRU FAN(s) to be associated to each. Each FAN may be associated with only one Facilitation Service ID per Operating System (one Apple and one Android). Customer acknowledges that, by providing AT&T with the Facilitation Services ID, Customer is authorizing AT&T to provide the Facilitation Services upon AT&T's confirmation of enrollment in the applicable Programs and completion of the account set up and on-boarding process.

3.2 Facilitation Services. To participate in any of these Programs, Customer must remain in good standing with the applicable Facilitation Service Provider. Customer must immediately notify AT&T if, for any reason, Customer ceases to be enrolled in the Facilitation Services and/or have a valid Facilitation Services ID. Customer acknowledges that Facilitation Service Providers are solely responsible for their respective platforms and that the Facilitation Services provided by AT&T do not include any maintenance, technical or other support for the Facilitation Service Providers.

3.3 Eligible Devices. The only devices that are eligible for the Facilitation Services are mobility devices of the respective Operating Systems for each Facilitation Service Provider, purchased directly from AT&T via AT&T's direct sales, business care, or Premier channels (i) after successfully enrolling in these Programs using the Facilitation Services ID and, (ii) upon Customer request, during the 24-month period prior to the date of such request. For the avoidance of doubt, devices purchased more than 24 months prior to such request, may not be eligible for the Facilitation Services. Devices purchased outside AT&T channels or obtained from third parties (e.g. device warranty or insurance companies) are not eligible for the Facilitation Services. Eligible Devices are only for use by Customer and its CRUs and cannot be used by Customer for general deployment to third parties. If an Eligible Device is disowned by Customer in the Facilitation Service platform, it may not be added back to the Facilitation Service or these Programs. Customer is solely responsible for disowning, transferring or otherwise managing Eligible Devices in the Facilitation Services.

3.4 Consent to Share Equipment Order Information. Customer authorizes AT&T to share the following information to the Facilitation Services for the purpose of enrollment under these Programs: order number, order date, order type (e.g. normal, return, etc.), Facilitation Services ID, shipment tracking number, shipping date, IMEI, and such other information as may be required by the Facilitation Services from time to time to enable AT&T to perform required services (collectively, the "Order Data"). Customer acknowledges that Order Data provided by AT&T to Facilitation Services is also subject to the respective Facilitation Services Provider's privacy policy.

3.5 Information Updates. Customer is responsible for maintaining up-to-date information in Facilitation Service Providers' websites, including, without limitation, ensuring that the Facilitation Services accurately reflect the current status of each Eligible Device (e.g., disowned, returned, transferred or the like). Customer will immediately notify AT&T of any changes to (a) the information provided by Customer to AT&T, including, without limitation, any changes to the Facilitation Services ID and/or FAN association, and/or (b) the Eligible Devices, including, without limitation, any transfers of billing responsibility, SIM swaps, service terminations or other actions with respect to an Eligible Device.

11. PRODUCT AND SERVICE INFORMATION

AT&T does not warrant that information, graphic depictions, product and service descriptions or other content related to these Programs is accurate, complete, reliable, updated, current, or error-free. Despite our efforts, it is possible that the product or service description may contain an inaccuracy. In the event AT&T determines that a product or service contains an inaccurate description, AT&T reserves the right to take any action it deems reasonable and necessary, in its sole discretion, to rectify the error, including without limitation canceling your service, unless prohibited by law. AT&T may make improvements or changes to any of its content, information products, services, or programs described in these Programs at any time without notice. You agree to notify AT&T immediately if you become aware of any descriptive errors or inconsistencies with any products or services you use through these Programs and to comply with corrective action taken or required by AT&T.

12. ONLINE ORDERS

In order to protect AT&T and its customers from fraudulent activity, we may implement reasonable procedures regarding any online orders including but not limited to validating information provided or limiting the amount of equipment (e.g. wireless phones) and/or services that may be ordered online by a single individual or entity. AT&T reserves the right to further limit quantities or to cancel or reject orders in its sole discretion.

13. SUBMISSIONS TO AT&T

You agree not to propose, post or submit to AT&T ideas, concepts, copy, proposals, inventions, methods or techniques for new or proposed services or products (collectively referred to as "Submitted Material") through these Programs. In the event you do so, you hereby grant to AT&T a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free license to use all such Submitted Material in any manner whatsoever without compensation or attribution to you. You also grant to AT&T the right, at its sole discretion, to use your name in connection with the Submitted Materials and other information as well as in connection with all advertising, marketing and promotional material related to such material and information. Use of such Submitted Material shall not require permission from or payment to you or to any other person or entity. You agree that AT&T is not under any obligation of confidentiality, express or implied, with respect to the Submitted Material. You agree that you shall have no recourse against AT&T for any alleged or actual infringement or misappropriation of any proprietary right in Submitted Material and that the submission of any Submitted Material to AT&T, including the posting of materials to any forum or interactive area on these Programs, irrevocably waives any and all "moral rights" in such materials. You represent and warrant that you own or otherwise control all of the rights to the Submitted Material that you post, that the Submitted Material is accurate and, that use of the Submitted Material you supply does not violate these Terms and will not cause injury to any person or entity.

14. ACCEPTABLE USE

You agree to use our Programs and the Content (whether provided by us or others), in a manner consistent with all applicable laws and regulations. Additionally, you will not take any of the following actions with respect to our Programs, or Content, nor will you use our Programs or related Software to

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1. is unlawful, harmful to minors, threatening, harassing, abusive, defamatory, slanderous, vulgar, gratuitously violent, obscene, pornographic, indecent, lewd, libelous, invasive of another's privacy, or racially, ethnically or otherwise offensive, hateful or abusive;
2. infringes someone else's patent, trademark, trade secret, copyright or other intellectual property or other rights;
3. removes any proprietary notices or labels on the Content
4. advocates or solicits violence, criminal conduct or the violation of any local, state, national or international law or the rights of any third party
5. is deceptive in any way, such as an offer to sell fraudulent goods or contains an impersonation of any person or entity or misrepresents an affiliation with a person or entity;
6. specifically advertises firearms or ammunition, tobacco, alcohol, illegal drugs, or other contraband;
7. constitutes unsolicited or unauthorized advertising, junk or bulk e-mail (SPAM), chain letters, or any other unsolicited commercial or non-commercial communication;
8. interferes with others using these Programs;
9. is off-topic according to the description of the group, forum or webpage;
10. contains software viruses, worms, time bombs, corrupted files, Trojan horses or any other computer code, files, or programs that are designed or intended to disrupt, damage, overburden, impair or limit the functioning of any software, hardware, network, server or communications systems or equipment;
11. contains a charity request, petitions for signatures, chain letters or letters relating to a pyramid scheme;
12. disrupts, interferes or inhibits any other user from enjoying these Programs or other affiliated or linked websites, material, contents, products and/or services.
13. uses any robot, spider, or other such programmatic or automatic device, inducing but not limited to automated dial-in or inquiry devices, to obtain information from these Programs or otherwise monitor or copy any portion of these Programs, products and/or services;
14. creates a false identity for the purpose of misleading others;
15. prepares, compiles, uses, downloads or otherwise copies any user information and/or usage information for any portion thereof, or transmit, provide or otherwise distribute (whether or not for a fee) such information to any third party;
16. uses any AT&T domain name as a pseudonymous return email address;
17. contains any offer for unsolicited goods or services or any advertising or promotional materials, except in those areas specifically designated for such purpose (e.g., classified bulletin board);
18. provides material support or resources (or conceals or disguises the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
19. attempts to disable, bypass, modify, defeat or otherwise circumvent any of the digital rights management or other security related tools incorporated into the software or any Content or these Programs;
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25. modifies, translates, decompiles, disassembles, uses reverse engineering or otherwise attempts to derive the source code for the computer systems and other technology that operate our Programs. For purposes of these Terms, "reverse engineering" shall include the examination or analysis of these Programs to determine the source code, structure, organization, internal design, algorithms or encryption devices of our Programs' underlying technology.

15. PROGRAM SECURITY

Violating the security of our Programs is prohibited and may result in criminal and civil liability. AT&T may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of security violations include, without limitation, unauthorized access to or use of data or systems including any attempt to probe, scan, or test the vulnerability of these Programs or to breach security or authentication measures, unauthorized monitoring of data or traffic, interference with service to any user, host, or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, forging any TCP-IP packet header, e-mail header, or any part of a message header, except for the authorized use of aliases or anonymous remailers, and using manual or electronic means to avoid any use limitations.

16. GEOGRAPHICAL RESTRICTIONS

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17. GENERAL PRACTICE REGARDING USE AND STORAGE

You acknowledge that AT&T may establish general practices and limits concerning use of these Programs, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by these Programs, the maximum number of email messages that may be sent from or received by an account on these Programs, the maximum size of any email message that may be sent from or received by an account on these Programs, the maximum disk space

that will be allotted on AT&T's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access these Programs in a given period of time. Your use of this Site constitutes your consent to allow AT&T to store electronic communications on its servers. You agree that AT&T has no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by these Programs. You acknowledge that AT&T has the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that AT&T has the right to modify these general practices and limits from time to time

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3. ANY MATERIAL DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR PROGRAMS OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR BUSINESS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL OR THE USE OF OUR PROGRAMS OR OUR SOFTWARE.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AT&T OR THROUGH OR FROM OUR PROGRAMS SHALL CREATE ANY WARRANTY. ADVICE OR INFORMATION RECEIVED BY MEANS OF OUR PROGRAMS SHOULD NOT BE RELIED UPON FOR SIGNIFICANT PERSONAL, BUSINESS, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR PARTICULAR SITUATION.

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CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

21. INDEMNIFICATION

To the fullest extent permissible under law, you agree to indemnify, defend and hold harmless AT&T and its underlying content and service providers, licensors and suppliers, and each of their respective subsidiaries, affiliates, officers, agents, and employees, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, made by any third-party due to or arising out of Submitted Material or any other content you submit, post or upload to or transmit through our Programs, your use of our Programs, your connection to our Programs, your violation of these Terms, or your violation of any law or the rights of another. These obligations will survive any termination of your relationship with AT&T or your use of our Programs. AT&T reserves the right to assume the defense and control of any matter subject to indemnification by you, in which event you will cooperate with AT&T in asserting any available defenses.

22. TERMINATION/SUSPENSION

You agree that AT&T may immediately terminate or suspend your account, any associated email address, and access to all or any part of these Programs or change your password without notice. Cause for such termination, suspension or change shall include, but not be limited to, (a) breaches or violations of these Terms or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to these Programs (or any part thereof,) (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) engagement by you in fraudulent or illegal activities. Termination of your account includes (or, if AT&T elects instead to suspend your account, may include any one or more of the following) (a) removal of access to all offerings within these Programs, (b) deletion of your password and all related information, files and other content associated with or inside your account (or any part thereof) and (c) barring of further use of these Programs. You agree that all terminations and suspensions for cause shall be made in AT&T's sole discretion and that AT&T shall not be liable to you or any third party for any termination or suspension of your account, loss of data, any associated email address, or access to these Programs. Further, AT&T reserves the right, to immediately terminate or suspend your account, any associated email address, and access to these Programs at any time for any reason and without notice to you in its sole discretion.

23. MISCELLANEOUS

AT&T's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms shall be governed and construed in accordance with the laws of the State of Texas applicable to agreements made and to be performed in Texas. You agree that any legal action or proceeding between AT&T and you for any purpose concerning these Terms or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Texas. Neither the course of conduct and/or course of dealing between the parties nor trade practice shall act to modify any provision of this Agreement. AT&T may

assign its rights and duties under this Agreement to any party at any time without notice to you. Your rights and duties under these Terms are not assignable by you without written consent of AT&T. These Terms do not provide any third party with a remedy, claim, or right of reimbursement. You must file any claim or suit related to our Programs within one year after it arises.