



## 1. Interpretation

1.1 AppleCare for OS Support (referred to in these Solution Terms as "**ACOSS Solution**") is provided in accordance with the Customer's Agreement with EE.

1.2	Solution Description and Statement of Requirements	No separate Solution Description or Statement of Requirements is associated with these Solution Terms.
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## 2. Definitions

The definitions set out in the General Terms and Conditions for Business Customers apply to this ACOSS Solution except where amended below.

ACOSS Apple Terms	Means the AppleCare Technical Support terms and conditions accessed by the Customer at the following link: <a href="https://www.apple.com/uk/legal/sales-support/applecare/docs/techsupporten.html">https://www.apple.com/uk/legal/sales-support/applecare/docs/techsupporten.html</a> as may be amended from time to time by Apple.
ACOSS Portal	Means the online portal accessed via the following link: <a href="https://enterprise.apple.com/directEnroll">https://enterprise.apple.com/directEnroll</a> owned and managed by Apple that allows the Customer to register for the ACOSS Solution.
Apple	Means Apple Distribution International Limited, a company existing under the laws of the Republic of Ireland with its place of business at Hollyhill Industrial Estate Hollyhill, Cork, Republic of Ireland.
Enrolment ID	Means the temporary identification number Apple assigns to a Customer after such Customer registers for ACOSS Solution with Apple through the ACOSS Portal, prior to the Customer placing their first order.
MSA ID	Means the master service agreement identification number Apple assigns to a Customer after the Customer's first order which replaces the Customer's Enrolment ID.
Support Incidents	Means a specific, discrete problem whose origin can be isolated to a single cause.
User	Means anyone who is authorised by the Customer to use the ACOSS Solution.

## 3. AppleCare for OS Support – the ACOSS Solution

3.1	ACOSS Solution	<p>The Customer will be provided with support services to Apple software products or related technologies under the ACOSS Solution, in accordance with the ACOSS Apple Terms and these Solution Terms.</p> <p>Apple may change the features of the ACOSS Portal at any time and EE has no obligation to provide the Customer with advance notice of any changes.</p>
3.2	ACOSS Apple Terms	<p>The Customer must register for ACOSS Solution at the ACOSS Portal to obtain an Enrolment ID and accept the relevant ACOSS Apple Terms accessed via the ACOSS Portal as may be amended or supplemented from time to time by Apple.</p> <p>By contacting Apple for support services or registering for support on the ACOSS Portal, the Customer agrees that the ACOSS Apple Terms will apply to the technical support services provided under the ACOSS Solution. The Customer confirms it has read and understood and accepts the ACOSS Apple Terms, including the scope of support, any exclusions, and the Customer's responsibilities.</p> <p>If the Customer has previously registered and received an Enrollment ID or MSA ID from Apple, the Customer must provide this to EE.</p>

## 4. Charges

4.1	Invoicing	An upfront Charge applies for the ACOSS Solution. EE will invoice the Customer for the ACOSS Solution Charges as detailed on the Initial Order or subsequent orders.
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## 5. Customer Obligations

5.1	Customer obligations	The Customer shall purchase the ACOSS Solution for its own use, including use by Users and not for resale.
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## 6. Term and Termination

6.1	Term	<p>Unless terminated earlier in accordance with its terms, the ACOSS Solution will apply for the Solution Term set out in the Commercial Terms. The Solution Term will commence on the date Apple accepts the order for the ACOSS Solution submitted by EE via the ACOSS Portal.</p> <p>The ACOSS Solution will terminate upon the earlier of:</p> <ol style="list-style-type: none"><li>expiry of the Solution Term; or</li><li>the Customer using all the Support Incidents allocated under their applicable Support Incident package as set out in the ACOSS Apple Terms.</li></ol>
6.2	Termination	Notwithstanding any other provisions of the Agreement, the Customer may only terminate the ACOSS Solution in accordance with the ACOSS Apple Terms. The Customer will only be required to a refund as set out in the ACOSS Apple Terms.
6.3	Consequences of Termination	Save where this Agreement is terminated by EE under clause 20.3a of the General Terms and Conditions for Business Customers due to breach by the Customer of these Solution Terms and/or the ACOSS Apple Terms, termination of this Agreement shall not affect the ACOSS Solution, which shall continue to apply until the end of the relevant Solution Term or until all allocated Support Incidents have been used by the Customer under their applicable Support Incident package. The Customer will not be entitled to a refund of any ACOSS Solution Charges in the event of termination by EE under clause 20.3a.

## 7. Technical Support

7.1	Contact details	The Customer must contact Apple for any technical support in relation to the ACOSS Solution cover, details of which are detailed in the ACOSS Apple Terms.
7.2	Support Incidents	Support Incidents are available, as part of their ACOSS Solution, in single, multiple or unlimited Support Incident packages as set out in the ACOSS Apple Terms.

## 8. Confidentiality and Data Protection

8.1	Data Protection	The Customer acknowledges and agrees that it is a Data Controller of any Personal Data processed by the ACOSS Solution and that EE and/or its third party supplier(s) are authorised (and have sufficient User consent) to enable them to process such Personal Data in order to meet its obligation hereunder.
8.2	ACOSS Portal	Where the Customer registers via the ACOSS Portal, any Personal Data provided to Apple will be processed in accordance with Apple's privacy policy accessed at: <a href="https://www.apple.com/legal/privacy/en-ww/">https://www.apple.com/legal/privacy/en-ww/</a> as may be amended or supplemented from time to time by Apple.
8.3	Privacy Laws	The Customer warrants that it will at all times comply with all Data Protection Legislation.



## 9. General Terms

9.1	Access to Third Party Services	By using the Solution, the Customer and Users may access content, products and services provided by third parties. EE does not control these third parties or their links, and EE is not responsible for the content or practices of any third party. The Customer will refer to the policies posted by third parties on their websites regarding privacy and other topics before the Customer or Users use them. If the Customer chooses to purchase any products or services from a third party, the Customer's relationship is directly with the third party. The Customer agrees that EE is not responsible or liable for any loss or damage whatsoever which the Customer or any User may incur from dealing with any third party.
9.2	Restrictions	These Solution Terms do not apply to any other support services that may be provided to the Customer by EE or by Apple, which shall be governed by their own terms.