

Product Terms

Three Device Management for Business



What is Three Device Management?

Three Device Management (powered by Ivanti UK Limited), is a device management Service Add-on, available as a cloud-only Software-as-a-Service (SaaS) subscription which provides Customers the visibility and IT controls needed to secure, manage and monitor corporate and personal mobile devices or laptops with active Three SIMs that access business data (“**Three Device Management**”). Three Device Management provides automated onboarding, policy configuration and enforcement, application distribution and management, management and security monitoring, and decommissioning and retirement.

Three Device Management is applied at line level, subject to the minimum volume requirements set out in the Terms and Conditions below, so Customer can choose which Users receive Three Device Management.

Key things to note	
<p>Can all Customers purchase Three Device Management?</p>	<p>Three Device Management is available on certain Three Business Plans including Business Adapt, as set out in Three’s Price Guide(s). Please visit Terms and Conditions Three</p> <p>Three Device Management can be applied with Three Business Plans, except for Mobile Broadband and Business Broadband.</p> <p>Three Device Management can also be purchased in-life, provided Customer has a compatible plan, and subject to early termination charges.</p>
<p>Can new and existing Customers purchase Three Device Management?</p>	<p>Yes, all Customers can purchase Three Device Management if they have a compatible Three Business Plan. Call the Three Business Service Team to check compatibility.</p>
<p>Can Customer purchase Three Device Management if equipment is not purchased from Three?</p>	<p>Yes, provided Customer has purchased a business SIM from Three, Three Device Management can be applied to Customer’s own equipment with the Three SIM inserted.</p> <p>Three Device Management is only compatible with the following mobile devices or laptops: IOS, Mac OS, Google, Microsoft and Android.</p>
<p>How will Customer know Three Device Management has been provisioned?</p>	<p>Customer will receive an initial email confirming they have been added as Account Administrator, with details on how to log in to Three Device Management platform and how to create a password.</p> <p>Users will be added by the Account Administrator and will subsequently receive the Three Device Management app (Ivanti AppStation) pushed to their devices.</p>
<p>What sort of access is available on Three Device Management platform?</p>	<p>Customer and their User(s) usage data will be viewable at account holder and individual level. There are 2 types of access granted, and each type of User will have differing visibility of the usage data as set out below:</p> <p>Account Administrator – Three will set up Customer as Account Administrator when initially provisioning Three Device Management. The</p>

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	<p>Administrator can access all data on the Three Device Management platform.</p> <p>User – Customer’s Users will have access to their own data only via the Three Device Management app (Ivanti AppStation). Users will not be able to access the Three Device Management platform unless added as an administrator by the Account Administrator.</p>
<p>If an employee leaves Customer’s employment, who is responsible for removing that employee’s access?</p>	<p>The Account Administrator can remove User access to Three Device Management from the Ivanti platform, and remotely lock / wipe a device if required. The Account Administrator can also change the User details on the Ivanti platform if the device is being transferred to a new User. All changes relating to the device are within Customer’s control via their nominated Account Administrator.</p> <p>Customer must contact the Three Business Service Team to cancel Three Device Management in respect of individual lines. Cancellation Fees may be payable as set out in these Product Terms. Three will cease access to the Three Device Management following termination.</p> <p>Three will not be liable for unauthorised access.</p>
<p>Software updates and licence agreements</p>	<p>Access to Three Device Management is conditional upon Customer accepting and complying with Ivanti UK Limited’s End User License and Services Agreement (“EULA”), the latest version of which is available at https://www.ivanti.com/en-gb/company/legal/eula and to Ivanti UK Limited’s supplementary terms for Software-as-a-Service (SaaS) which are available at https://www.ivanti.com/en-gb/company/legal/saas.</p> <p>The licence type referenced in the EULA, applicable for Three Device Management, is:</p> <p>Licence Type: Perpetual Licence Model: Device Based</p> <p>Customer is expected to undertake all required software updates to ensure continued access to Three Device Management. If Customer does not accept the End User License and Services Agreement, the supplementary terms for Software-as-a-Service or terms of the licence of any software required in order for the Three Device Management to be performed, Three will be excused from performing any Three Device Management service relying on such acceptance or software.</p>
<p>What if I add Users during the Three Device Management Minimum Term?</p>	<p>Three Device Management carries a Three Device Management Minimum Term (defined in clause 3 below), which shall be as set out in Customer’s Three Business Agreement. Additional Users may be added at any point during the Three Device Management Minimum Term. Each new additional Three Device Management licence will be co-termed in line with the original Three Device Management Minimum Term. The Three Device Management Minimum Term may extend beyond Customer’s Package(s) Minimum Term. Cancellation Fees will be payable should Customer terminate the Three Device Management Add-on or the Package(s) within the applicable Minimum Term.</p>

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Terms and Conditions for Three Device Management

1. Order of precedence

- 1.1. The Agreement is made up of: (a) Three Business Agreement and Contract Summary and Contract Information (where supplied); (b) these Terms and Conditions for Three Device Management (“Product Terms”); (c) Customer’s Price Guide; (d) the terms provided in respect of promotions or special offers; (e) the Terms and Conditions for using the Three Network found at [Terms and Conditions | Three](#); and (f) any other terms provided in respect of additional Three Services which shall apply in decreasing order of precedence.
- 1.2. These Terms and Conditions for Three Device Management may be amended from time to time, and the current version of the said Terms and Conditions are available at visit [Terms and Conditions | Three](#).

2. Commencement Date

- 2.1. Three Device Management begins on the date Customer purchases the Three Device Management Add-on (“**Three Device Management Service Commencement Date**”) and will continue for the agreed Three Device Management Minimum Term set out in the Three Business Agreement, and on a monthly recurring basis thereafter, or until it is terminated in accordance with the terms of the Agreement.
- 2.2. Within 5 Working Days of the order being processed, CWSI (UK) Limited will send the Three Device Management Account Administrator an email with 3 suggested appointment dates for a remote onboarding session (maximum of 2 hours). Should Customer not be available for those dates, CWSI (UK) Limited shall, within 5 Working Days, send a further 3 suggested appointment dates. No further dates will be offered. All on-boarding activities are only available during 9am-5:30pm Monday-Friday (excluding public holidays). Customer acknowledges and agrees that all dates are estimates, and Three has no liability for any failure to provide Three Device Management by any specific date or timeframe.

3. Three Device Management Minimum Term and minimum volume

- 3.1. The minimum volume of licences for Three Device Management is 25.
- 3.2. The Minimum Term for Three Device Management commences on the Three Device Management Service Commencement Date and will continue for either 24 or 36 months, as specified in the Three Business Agreement (“**Three Device Management Minimum Term**”), and on a monthly recurring basis thereafter.
- 3.3. Additional Users may be added at any point during the Three Device Management Minimum Term. Each new additional Three Device Management licence will be co-termed in line with the original Three Device Management Minimum Term. The Three Device Management Minimum Term may extend beyond Customer’s Package(s) Minimum Term. Cancellation Fees will be payable should Customer terminate the Three Device Management Add-on or the Package(s) within the applicable Minimum Term.

4. Charges and Payment

- 4.1. Customer agrees to pay all Charges for Three Device Management in accordance with the terms of the Agreement. The Three Device Management Monthly Charge applies per licence/SIM and will be charged to the monthly bill on a recurring basis.
- 4.2. Charges will commence on the Three Device Management Service Commencement Date and continue to be payable for the duration of the Three Device Management Minimum Term, and on a monthly recurring basis thereafter until Customer or Three terminates the Add-on, or until

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- the Agreement is terminated (as applicable). For licenses that have been activated during a calendar month the full Monthly Charge shall apply. License charges will not be pro-rated.
- 4.3. Should Customer disagree with any of the Charges appearing on a bill issued by Three in connection with Three Device Management, Customer should raise a dispute in accordance with the terms of the Agreement.
 - 4.4. If Customer fails to pay the bill in full by the due date, Three reserves all rights of recourse both as set out in the terms of the Agreement, and also the right to place Customer's account in read-only mode for a period of 4 weeks before cancelling Customer's access to Three Device Management.
 - 4.5. Three may increase Charges for Three Device Management at any time, giving 30 days' prior notice.
 - 4.6. Three Device Management will use data from Customer's data allowance in order to operate, which will be charged in accordance with the appropriate Three Business Plan which Three Device Management is provided on.
- 5. Three Device Management Service and Restrictions**
- 5.1. Three agrees to make Three Device Management available for purchase and internal use by the Customer and its authorised Users.
 - 5.2. Customer acknowledges that Three is authorised to resell Ivanti UK Limited's product as Three Device Management from Ivanti's partner CWSI (UK) Limited.
 - 5.3. Three will provide the Customer with Three Device Management for the Three Device Management Minimum Term as described in the Three Business Agreement.
 - 5.4. Provision of Three Device Management by Three to Customer is conditional on Customer's: (i) acceptance of these Terms and Conditions for Three Device Management; (ii) compliance at all times by Customer with the terms of the Agreement; (iii) acceptance of Ivanti UK Limited's End User License and Services Agreement, which is available at <https://www.ivanti.com/en-gb/company/legal/eula>; and (iv) acceptance of Ivanti UK Limited's supplementary terms for Software-as-a-Service (SaaS) which are available at <https://www.ivanti.com/en-gb/company/legal/saas>. Customer must read all of the above carefully prior to purchasing the Three Device Management Add-on.
 - 5.5. Customer's liability and indemnity obligations to Ivanti UK Limited are set out in the End User License and Services Agreement, and the supplementary terms for SaaS. Customer's liability and indemnity obligations to Three shall be as set out in the Terms and Conditions for using the Three Network for Business customers, at [Terms and Conditions | Three](#)
 - 5.6. Customer acknowledges that Three Device Management (and all services provided to the Customer which are ancillary or incidental to the installation, use and support of Three Device Management) are made available by Three as an authorised reseller, and that Three Device Management is for internal use only.
 - 5.7. Customer acknowledges that Customer is responsible for any use of data and information arising in connection with Customer's and Users use of Three Device Management, and that Three is not responsible for securing or maintaining any consents or permissions required from Customer's employees, contractors or users of Three Device Management.
 - 5.8. Three confirms to Customer that Three is authorised to promote and resell Three Device Management and agrees to procure:
 - 5.8.1. that Three Device Management is provided to Customer with all end user warranties which are made generally available by Ivanti UK Limited, valid and intact, as set out in the End User License and Services Agreement; and
 - 5.8.2. that the services provided to Customer which are ancillary or incidental to the installation, use and support of Three Device Management are provided with reasonable skill and care.
 - 5.9. Three does not provide any warranty that the operation of Three Device Management will be uninterrupted, fault-free or error-free, that it will protect against all possible security threats or will meet any specific requirements Customer may have, or that errors in Three Device

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Management can or will be corrected. No additional warranties or commitments are provided by Three in connection with Three Device Management or any services provided to the Customer, ancillary or incidental to the use of Three Device Management, and any implied warranties or related terms are, to the fullest extent permitted, excluded.

- 5.10. Three shall not be liable for any loss of use of Three Device Management.
- 5.11. Three will provide Three Device Management using reasonable skill and care. However, Customer acknowledges that it is not technically possible for Three to provide or guarantee the provision of Three Device Management on a fault-free or error-free basis, and that circumstances beyond the control of Three can impair the availability of Three Device Management. If Customer suffers any disruption to Three Device Management, Customer should contact Three in accordance with the Terms and Conditions for using the Three Network for Business customers at [Terms and Conditions | Three](#).
- 5.12. Customer is responsible for the security and proper use of all usernames and passwords used to access Three Device Manager, including those of the Users. Customer or Users must not disclose passwords to any third party (whether directly or indirectly). Customer agrees and understands that they are responsible for maintaining the confidentiality of passwords associated with any account created for their authorised Users' access to Three Device Management. If such information is disclosed to any unauthorised third parties, Three shall not be liable for any loss or damage that may result therefrom. Customer is liable for all use made of Three Device Management through their account, whether authorised by the Customer or not.
- 5.13. Customer must notify the Three Business Service Team immediately if they become aware or suspect that security has been compromised, including unauthorised use of passwords. It is Customer's or the Users' responsibility to ensure that passwords are changed immediately if they believe they have been compromised.
- 5.14. Customer is responsible for disabling access for any employees or other persons previously authorised to access Three Device Management console platform and/or wiping devices as required. Three shall not be liable for any unauthorised access.
- 5.15. Customer shall be liable for any acts and/or omissions of any User and/or employee authorised by them to access Three Device Management.
- 5.16. Customer is not permitted to resell, distribute, provide, and sub-licence the Three Device Management licences other than as permitted in the Agreement.

6. Three Device Management Professional Services

- 6.1. Where Customer has a specific requirement that is not met by the standard on-boarding services, Customer may purchase Professional Services. The Professional Service Charges will be included in the next monthly bill after successful delivery of the Professional Services.
- 6.2. Customer, Three and CWSI (UK) Limited shall collectively agree a statement of work that will outline the agreed Professional Service activities, responsibilities of the parties and expected timescales for delivery of the Professional Services. All Professional Services will be completed by CWSI (UK) Limited remotely unless specifically agreed otherwise.
- 6.3. The following cancellation charges will be payable by Customer in the event of a cancellation (including with the intent to reschedule) of any Professional Services at the request of:

Notice Given	Cancellation Charge
Within 48 hours or less of agreed start date	100% professional services charges
Within 2-7 days of agreed start date	50% professional services charges
Greater than 8 days before agreed start date	No cancellation charge

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7. Data Protection

- 7.1. Customer acknowledges and agrees that their personal information will be shared with Ivanti UK Limited and CWSI (UK) Limited for the purpose of providing and provisioning Three Device Management, and supporting technical queries.
- 7.2. Customer accepts the Ivanti UK Limited terms of use on the processing of their personal information as set out within the Ivanti UK Limited privacy policy at [ivanti-data-processing-addendum-10.22-english.pdf](#).
- 7.3. Customer accepts the CWSI (UK) Limited terms of use on the processing of their personal information as set out within the CWSI privacy policy at [Privacy Policy | CWSI \(cwsisecurity.com\)](#).

8. Changes, Discontinuation and Suspension of Three Device Management

- 8.2. Three's rights to change, suspend or discontinue Three Device Management set out within these Product Terms, are in addition to the Terms and Conditions for using the Three Network for Business customers found at [Terms and Conditions | Three](#).
- 8.3. Three may change, suspend or discontinue Three Device Management at any time. Three may change, update or upgrade Three Device Management in order to ensure compliance with new legal or technological developments, and to protect against new or emerging security issues. If the changes are likely to disadvantage Customer, Three will provide a minimum of 30 days' notice. By continuing to use the Service after that time, Customer is expressing and acknowledging acceptance of the changes.
- 8.4. Three reserves the right to suspend the provision of the Three Device Management pending investigation where:
 - 8.4.1. it reasonably suspects any of the requirements in these Terms and Conditions have been breached by Customer or their Users, and reserves the right to terminate the Agreement immediately (without cost or liability on the part of Three) where such breach has taken place;
 - 8.4.2. in the event of an emergency, including complying with any request of an emergency service organisation;
 - 8.4.3. maintenance; or
 - 8.4.4. in order to comply with any law, regulation, court order or governmental request or order.
- 8.5. Any suspension of Three Device Management shall not exclude Three's right to subsequently terminate the Agreement.

9. Termination

- 9.1. In the event Customer terminates the Three Device Management Add-on within the Three Device Management Minimum Term, Customer will be liable for a Cancellation Fee per User calculated as follows: *Months remaining in the Three Device Management Minimum Term x Three Device Management Monthly Charge*.
- 9.2. At the end of the Three Device Management Minimum Term, the Add-on shall continue on a monthly reoccurring basis until a new Agreement is entered into or Customer / Three gives notice to terminate the Add-on in accordance with these Terms and Conditions or the terms of the Agreement, as applicable. Where notice to terminate is given, Three Device Management will be cancelled at the end of the billing cycle after the billing cycle in which the notice to terminate was received.
- 9.3. On termination of the Add-on for any reason, Three shall not be obliged to store or hold any Customer data (including Customer personal data) except as required by law.

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- 9.4. On cancellation of the Three Device Management Add-on, Customer data is automatically deleted from the Three Device Management platform immediately upon the closing of the Customer's account, in accordance with Ivanti UK Limited's Data Processing Addendum, a copy of which is available at [ivanti-data-processing-addendum-10.22-english.pdf](#).
- 9.5. On termination of the Three Device Management Add-on or Agreement for any reason, Customer must unenroll all User devices from the Three Device Management platform. Failure to do so may result in prevention of Customer accessing an alternative unified endpoint management platform.
- 9.6. Without prejudice to Three's other rights set out within the Agreement, Three shall be entitled to terminate the Three Device Management Add-on forthwith on written notice to Customer in the event that:
- 9.6.1. Customer fails to promptly comply with any reasonable request/condition specified by Three in relation to Customer's use of Three Device Management;
 - 9.6.2. Three is unable to resolve a dispute with any third party upon whom provision of the Three Device Management Add-on or components thereof, is related or contingent;
 - 9.6.3. CWSI (UK) Limited and/or Ivanti UK Limited no longer provide the services which Three needs to provide the Three Device Management Add-on;
 - 9.6.4. Customer does not accept, or fails to comply with any terms of, the EULA, the supplementary terms for Software-as-a-Service or terms of the licence of any software required in order for Three Device Management to be performed;
 - 9.6.5. Three ceases to provide Three Device Management; or
 - 9.6.6. Three has reasonable grounds to believe that Customer's use of Three Device Management constitutes a breach of any Applicable Law.
- 9.7. If CWSI (UK) Limited or Ivanti UK Limited terminates Customer's right to use Three Device Management, Three will be excused from liability related to failure to deliver the Three Device Management Add-on.
10. **Definitions**
- 10.1. The Definitions section of the Terms and Conditions for using the Three Network for Business customers Agreement (titled 'Definitions') shall be amended by the inclusion of the following additional defined terms:
- 10.1.1. CWSI (UK) Limited means a company registered in England and Wales under company number 08032836 whose registered office is at Unit 3, The Pavilions, Ruscombe Business Park, Twyford, Reading, RG10 9NN, United Kingdom.
 - 10.1.2. Ivanti UK Limited means a company registered in England and Wales under company number 05084379 whose registered office is at 5 New Street Square, London, EC4A 3TW.
 - 10.1.3. Professional Services means bespoke professional services for installation provided by Ivanti UK Limited as set out in a statement of work.
 - 10.1.4. "Three Business Service Team" means the team contactable on 337 from a Three phone or 0800 033 8033 from any other phone; or re-routed via the Customer Success Manager. The Three Business Service Team are available 8am and 8pm on Working Days or 9am to 6pm on Saturdays.
 - 10.1.5. "Working Day(s)" means Monday to Friday inclusive, other than public holidays in the UK.