

ComputerBank Terms and Conditions of Application

1) Process: ComputerBank may observe the following process in relation to each application:

a) Each application received is assessed for eligibility. Eligible applications will be placed on a waiting list and ComputerBank New England will process those applications as resources become available.

b) Applications will remain current for a period of 12 months. All applications, including eligible applications, which are not fulfilled within the 12 month period lapse at the end of that period. Organisations and individuals must submit a new application at the end of the 12 month period if they wish to remain eligible for the assistance from ComputerBank.

c) Only the first application from an entity in each 12 month period will be considered unless there are compelling reasons why that entity ought to be entitled to lodge multiple applications. However, applicants may propose minor modifications to existing applications.

2) Criteria: The success, failure or eligibility of an application is made entirely in the discretion of the management committee.

Applications meeting one or more the following criteria will not be eligible:

a) Location: applications relating to a location or entity outside the State borders of New South Wales.

b) Need: applications which fail to demonstrate:

i) A need for the equipment within the community served by the applicant or by the applicant itself; and

ii) Hardship such that it would be considered unreasonable for the applicant to acquire that or equivalent equipment on normal commercial terms.

c) Availability: applications for equipment which is not available or for provision in areas that ComputerBank is not reasonably able to service at that time.

d) Certification: applications which are not completed in full.

3) Meaning of Eligibility: The fact that an application is considered eligible, or that it is added to the waiting list does not ensure that the applicant will receive any equipment or services from ComputerBank.

4) Criteria may change: ComputerBank may change these criteria and procedures from time to time without notice to you. Please confirm you have the most recent version of the application form at the time of your application.

5) Products Provided: ComputerBank facilitates the provision of computer products (software and hardware) to entities in need that do not have the resources to acquire such equipment on their own. All equipment is provided with the understanding that recipients are responsible for the installation, training, service and other start up or maintenance fees related to the products.

6) ComputerBank is Not a Manufacturer:

In requesting these donated products, please be aware that ComputerBank is not the

manufacturer or publisher of the product nor is the ComputerBank in anyway responsible for the ability of these products to function properly.

7) No Warranty: Although ComputerBank endeavours to ensure that the provided products are operational at the time of donation ComputerBank does not offer warranty, express or implied, as to the provided product's useability or functionality.

8) Recipient to determine performance and fitness for purpose: It is the recipients responsibility to determine whether the products perform as expected or needed.

9) Exclusion: To the greatest extent permitted by law, ComputerBank excludes all warranties and conditions implied by statute in relation to this application and any action arising as a result of this application. Where such warranties or conditions are not capable of being excluded then, to the greatest extent permitted by law, ComputerBank's liability is limited (at ComputerBank's option) to replacing or repairing or paying the cost of replacement or repair of the goods in question (in relation to goods) or providing the services again or paying for the provision of the services again (in relation to services).

10) Disclaimer: None of ComputerBank, its officers, agents, contractors and employees have any liability to you or to any other person for any goods or services provided to you as a result of this application. The total aggregate liability of each of those people for any liability (in tort, contract or otherwise) arising out of or in relation to this application or the provision of any goods and services to any person as a result of this application is limited to \$10. In particular (and without limitation) ComputerBank has no

liability in the event that any equipment provided ceases to work at all or ceases to operate normally; that the equipment or applications loaded on it fail to perform the functions the applicant or any other person needs or desires; that any services provided are inappropriate or inadequate. This clause is subject to clause ?.

11) Limited Software Support: ComputerBank New England preloads equipment with an operating system and selected software. When the equipment is delivered the software is operating according to the provider's description. ComputerBank New England may provide training at its discretion to assist recipients to commence using the computer. Ongoing training and software maintenance is the responsibility of the recipient.

ComputerBank New England preloads equipment with Microsoft Windows 7 or 8. If any equipment provided by ComputerBank New England is loaded with any other operating system, no support will be offered in relation to that equipment and any support that ComputerBank has indicated it will provide in relation to that equipment will cease automatically.

12) Title (ownership) of the equipment remains with CBNE until the fee is paid in full.

13) Meaning of ComputerBank: References in this application form to ComputerBank are references to ComputerBank New England Inc.