

**ELIGIBLE RECIPIENT LICENSE AGREEMENT
COMMUNITY MICROSOFT AUTHORISED REFURBISHER PROGRAM**

Refurbisher (the "Refurbisher"): **TECHNICAL AID TO THE DISABLED**

SOFTWARE PRODUCTS PROVIDED (the "Software") (circle as applicable):

MS Windows 2000 Professional // MS Windows XP Professional

MS Office XP Standard // MS Office Standard Edition 2003

MS Digital Literacy Curriculum Courses

IMPORTANT – PLEASE READ CAREFULLY

You must be an Eligible Recipient in order to have rights under this agreement.

"Eligible Recipient" means (a) an Eligible Charitable Organization, (b) an Eligible Academic User, or (c) a Specially Approved Recipient. (see below)

By using the Software, you accept these terms. If you do not accept these terms, do not turn on the Refurbished PC, or open any more packaging. Instead, contact the Refurbisher and return the Refurbished PC.

1. Definitions.

"Eligible Academic Users" means

- a. Educational Institutions that are:
 - i. accredited academic institutions; or
 - ii. vocational institutions; or
 - iii. preschools that
 - 1) provide educational services to children;
 - 2) serve at least ten children; and
 - 3) have been in operation for at least one year.
- b. Administrative offices of an Educational Institution that are:
 - i. district, regional, state, provincial or national administrative offices;
 - ii. organized and operated exclusively for administration purposes; or
 - iii. government groups whose activities primarily consist of providing administrative support for Educational Institutions.
- c. Public museums that:
 - i. are organized primarily for educational or aesthetic purposes;
 - ii. have a professional or volunteer staff; and
 - iii. own or use real objects, care for them and show them to the public on a regular basis.

"Eligible Charitable Organization" means an entity satisfying the MS – Community Technology Skills Program eligibility requirements. See <http://www.microsoft.com/about/CorporateCitizenship/US/CommunityInvestment/Eligibility.mspx>.

MS may make these requirements available in another place or different format. The requirements are subject to change from time to time at MS discretion.

“Eligible Recipient” means (a) an Eligible Charitable Organization, (b) an Eligible Academic User, or (c) a Specially Approved Recipient. The faculty, staff and students of any Educational Institution, home school program, hospital, healthcare system, and research laboratory are not included in the definition of an Eligible Recipient. However, this does not prohibit them from using Refurbished PCs as part of their role at an Eligible Recipient.

“Refurbished PC” means a PC that has been refurbished.

“Software” means MS Windows Operating System Software, Other MS Software and MS Digital Literacy Curriculum Courses.

“Qualified Individual” means a person

- a. In a community with limited access to technology; and
- b. With a disability; or
- c. A member of a low-income family receiving state benefits based on need

“Specially Approved Recipients” means

- a. Eligible recipients of a qualified Technology Access Program (TAP). A qualified TAP is a documented program that distributes Refurbished PCs to **Qualified Individuals**. It is run by one of the following:
 - i. Eligible Charitable Organization,
 - ii. Eligible Academic User,
 - iii. national, state/provincial or local government agency; or
 - iv. International Governmental Organization (IGO)
- b. A teaching hospital or medical training school
- c. A public research establishment fully funded by government on a local, national or European level; or
- d. A national or regional governmental initiative, or such other initiative, as approved in writing by MS to be eligible under the Community MAR program.
- e. Public Libraries that provide their services to all residents of a given community without charge. Some charges may apply for users outside a designated region or for other services.

2. License.

- a. Grant. This Software is licensed, not sold. This agreement gives you the right to use one (1) copy of the Software installed on a single Refurbished PC. The Software may have “online” or electronic documentation. Unless applicable laws give you more rights despite this limitation, you must use the software only as permitted in this agreement. MS reserves all rights not expressly granted in this Agreement. You may not
 - i. work around any technical limitations in the Software;
 - ii. reverse engineer, decompile or disassemble the Software, except and only to the extent that applicable law allows;
 - iii. use components of the Software to run applications not running the Software;
 - iv. copy, distribute, sublicense, lease, rent, lead, or transfer the Software and/or any accompanying material to a third party;
 - v. publish the Software for others to copy;

- vi. modify or translate the Software and/or accompanying material, if any; or
 - vii. use the Software for commercial software hosting services.
- b. No Upgrade or Support Service Rights. The Eligible Recipient has no rights to upgrade the Software. If the Eligible Recipient wants to buy the upgrades, it will need to do so separately. MS is not providing any support services for the Software.

3. Additional Terms.

- a. Intellectual Property. You agree that MS retains all copyright, patent, trademark, title and other proprietary and intellectual property in the Software. You may make one backup copy of the Software. The copy is for archival purposes only.
- b. Assignment. Eligible Charitable Organizations may sublicense rights to use the Software to individuals who receive assistance in accordance with charitable, not-for-profit or educational purposes. The right to use the Software shall not be assigned or transferred without MS written consent.
- c. Separation of Components. The Software is licensed as a single product. It shall not be separated for use on more than one computer. The certificate of authenticity attached to the PC shall not be removed.
- d. Export Restrictions. The Software is subject to United States export laws and regulations. You must comply with applicable domestic and international export laws and regulations. These laws include restrictions on destinations, end users and end use. For additional information, see <http://www.microsoft.com/exporting/>.
- e. Disclaimer of All Warranties. The Software is licensed “**As-Is.**” The Software is made available without warranty. You bear the risk of using and distributing the Software. Unless required by applicable law, MS gives no express warranties, guarantees or conditions. MS, its affiliates or suppliers exclude all warranties and conditions of merchantability, fitness for a particular purpose and non-infringement, to the extent permitted by law.
- f. Limitation of Liability. MS disclaims liability for all lost profits, indirect, consequential, incidental, economic, special and punitive damages. The limitations in this section apply to
- i. the Software and claims of breach of contract,
 - ii. breach of warranty or condition,
 - iii. strict liability, or
 - iv. negligence or other tort claims.

The limitations apply even if MS knew or should have known about the possibility of damages. You release MS from all liability in excess of the limits in this provision. This includes claims for indemnification or contribution, even where the claims arise under local law.

g. Applicable Law.

- i. United States. If you acquired the Software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims. This includes claims under state consumer protection laws, unfair competition laws, and in tort.
- ii. Outside the United States. If you acquired the Software in any other country, the laws of that country apply.

- h. Legal Effect. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software
- i. Termination. MS may terminate this license, if the Eligible Recipient is in breach of this Agreement.



Technical Aid to the Disabled (TADNSW)

Consumer Guide to Service Standards

Computer Support Service

Practical Solutions ~ Optimising Ability

TADNSW
Technical Aid to the Disabled
ABN 82 002 042 462

10/185 Briens Road
Northmead NSW 2152
Locked Bag 2008
Wentworthville NSW 2145

Phone 02 9912 3400
Phone 1300 663 243
Fax 02 9890 1912
Email tad@tadnsw.org.au
Web www.tadnsw.org.au

Patron Her Excellency Professor
Marie Bashir AC CVO Governor of NSW
Gifts of \$2 and over are tax deductible
(CFN 10944)

INTRODUCTION

This document is provided so that you may know your rights when using Technical Aid to the Disabled's (TADNSW®) Computer Support Service.

In 1994 New South Wales introduced a set of Disability Service Standards. TADNSW is committed to observe these standards in its service provision.

TADNSW Computer Support Service staff and volunteers make every endeavour to ensure these standards are met.

MISSION STATEMENT

TADNSW provides personalised equipment and advice to people with disabilities and their carers through the innovative services of skilled volunteers and staff.



TADNSW SERVICES

1. The Custom Designed Aids Service (CDA) designs and makes custom-designed aids where commercial equipment is not appropriate.
2. The FREEDOM WHEELS Modified Bike Service modifies bicycles to enable children with disabilities to ride them.
3. The George Winston Communication Service provide information on adaptive technology to people with disabilities, rehabilitation and engineering professionals, governments, the community and donors.
4. The TAD / Gale Computer Support Service refurbishes and customises used computers, provides them to clients and supports clients in their use.

ELIGIBILITY

Anyone in New South Wales who is in receipt of a Centrelink benefit is eligible to access the Computer Support Services provided by TADNSW in accordance with its Access to Services Policy.

You can ask for the service yourself or another person can ask on your behalf. You may sometimes need a referral from a professional therapist.

The Computer Support Service cannot be provided if TADNSW:

- does not have sufficient volunteers, professional competence, resources or specialised equipment to meet your particular needs.



- cannot adequately provide support to you because of distance, location, restrictions on access or inability to contact you in a timely and appropriate way

A copy of the Access to Services Policy is available from our website www.tadnsw.org.au or from telephone 1300 663 243.

SERVICES PROVIDED

The Computer Support Service will support you for the term of your computer service agreement and provides you with the following services:

- Supply you with a computer that meets the specifications selected by you in your application.
- Arrange and pay for the initial delivery of your computer by the most appropriate means consistent with where you live.
- A 'Back to Base' repair service:
 - To carry out repairs to any defective computer hardware that was supplied by TADNSW, provided that the failure was not caused by any of the circumstances described in the Service Agreement.
 - To rectify any malfunctioning software supplied by TADNSW provided that the malfunction was not caused by any of the circumstances described in the Service Agreement.
 - If the defective computer cannot be repaired it will be replaced by another computer of similar specifications or value.
 - The back to base service does not include repairs to hardware, software or accessories installed by you and covered by separate manufacturers' or suppliers warranty.
 - Back to base means that you must return the equipment at your expense to TADNSW to have repairs done. TADNSW will arrange and pay for the return of your equipment after any repairs have been done by TADNSW.
- Help desk telephone support that is limited to basic advice on solutions to hardware and software problems. This support is limited to business hours.

SERVICES NOT SUPPLIED

The Computer Support Service may refuse to support you:

- When the defect to the computer supplied by TADNSW was caused by any of the circumstances described in the Service Agreement:
- If the defective part is a consumable item (including batteries), an accessory or component not originally provided by TADNSW
- If the fault exists with a third party provider such as an Internet Service provider or software not installed by TAD.
- Where there is a pattern of client behaviour likely to preclude the delivery of a quality service.

The TADNSW Computer Support Service may make exceptions and support you for any of the above circumstances. However, you will be required to meet the cost of freight and/or postage and/or other expenses unless these costs are waived by TADNSW.

The cost and terms of such support will be negotiated with you before we commence any repairs that we may have agreed to under this provision.

SOFTWARE LICENSING

The operating system software and application software on your computer has been supplied under the Community Microsoft Authorised Refurbisher Scheme. As such the software is licensed to you for your exclusive use and may not be transferred or sold to any other individual.

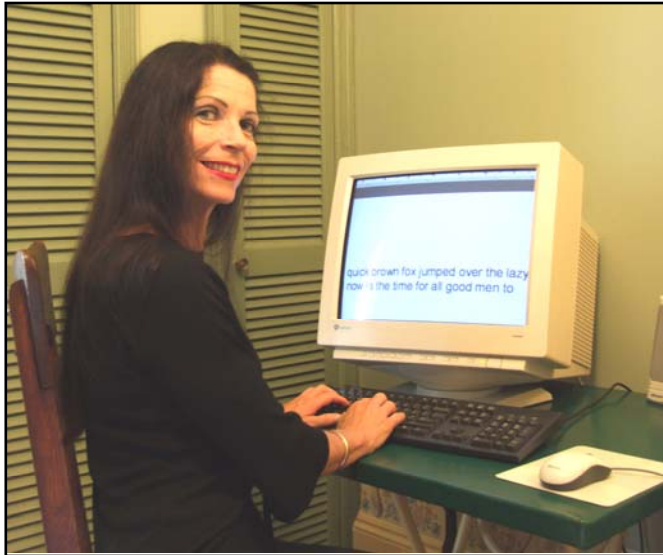
The terms and conditions of use for this software are contained in the Software License Agreement that you will be required to acknowledge before we can supply you with a computer.

CESSATION OF SUPPORT SERVICES

The Computer Support Service will support clients for the term of their service agreement and this support will cease when:

- The computer service agreement has been cancelled.
- You have unpaid, overdue or outstanding service agreement fees, without a negotiated agreement for payment.
- In our opinion we are unable to adequately support you.

A copy of the Withdrawal of Services Policy is available from our website www.tadnsw.org.au or from telephone 1300 663 243.



INDIVIDUAL NEEDS

The TADNSW Computer Support Service does not have the funds or professional expertise to recommend or supply computer systems with specialised adaptive interface devices and / or specialised software.

However we can prepare your computer system and install specialised hardware and / or licensed software that you supply or as supplied by your therapist.

DECISION MAKING AND CHOICE

You need to specify the details of your special needs and complete the application form correctly and completely.

If we cannot meet your special needs we will tell you. We may suggest an alternative solution or we may suggest that you seek specialised support from another agency.

It is your right to choose whether you wish to proceed with what TADNSW has to offer or to seek support elsewhere.

The TADNSW Computer Support Service has a responsibility to provide equipment which is safe. Certain dangerous situations are covered by government regulations. These include the use of electricity, and machinery which can injure people. Our equipment must conform to these safety regulations, and we must always ensure your personal safety and the safety of your carers.

If you ask for a service which TADNSW cannot provide but which is known to be offered by another organisation, you will be referred to this organisation. Where possible, we will give you the name and phone number of this agency together with the name of the relevant officer.

COSTS

Service Agreement Costs

You will be told how much the service fees are in the letter which accompanies your application form. When your service agreement is due for renewal we will send you a reminder and provide options for you to continue to receive support from TAD.



You are required to pay all the fees prior to the initial delivery of the computer if you are paying by cheque or money order. TADNSW is able to offer progressive payments which enable you to pay your fees in four regular equal instalments. If you are making progressive payments by credit card and give TADNSW authority to deduct instalments, your computer will be prepared delivered once 50% of the fees due have been received by TADNSW.

You are also required to pay for your service agreement renewal fees in advance of the agreement period. If you decide not to renew your service agreement you might consider donating your computer equipment back to TADNSW for the benefit of other users.

If your service agreement fees are going to be paid by someone else or an organisation, TADNSW must receive confirmation and payment from that person or organisation before the service agreement can begin.

Repair Costs

TADNSW technical volunteers give their skills and their time free of charge so there is no charge for their services. Your fees cover the costs associated with these volunteer services.

Your service agreement fees do not cover the cost of returning equipment to TADNSW. If you require repairs you are required to return your equipment to TADNSW. In the Sydney metropolitan area TADNSW may offer to pick up the equipment from you. This pick up service is usually only available if we have deliveries in your area. You can expect delays in picking up the equipment for repair if you want TADNSW to collect the equipment from you.

TADNSW will arrange for and cover the cost of returning your equipment to you when repairs have been completed.

Equipment Upgrade Costs

To receive an upgrade to your computer you will be required to enter into a new service agreement. You will be told how much this costs when you apply for an upgrade.

If you are receiving an upgraded computer you might consider donating your old computer back to TADNSW for the benefit of other users.

REFUND POLICY

If you change your mind after you have made the initial payment and no longer want the computer, your money will only be partly refunded and a \$30 administration fee will be charged.

If you change your mind within 30 days of delivery of the computer we will withhold an administration fee of \$30, delivery costs, return freight costs and repair costs if the computer is returned damaged. The delivery/pick up fee in the Sydney metropolitan area is \$30.

Costs for regional NSW locations are based on Australia Post parcel post rates and vary from place to place. You will be advised separately about this cost if applicable to you. These costs may change without notice.

Money will not be refunded until the equipment is returned and money will not be refunded for equipment returned 30 days or more after initial delivery.

PRIVACY, DIGNITY AND CONFIDENTIALITY

We recognise your right to privacy and confidentiality. The information requested by TADNSW for the purpose of processing your request and providing a service to you is handled in accordance with our Privacy Policy. A copy of the policy is available from our website www.tadnsw.org.au or from telephone 1300 663 243.



TADNSW staff and volunteers are sensitive in discussing your personal details. The TADNSW volunteers involved in providing support to you have limited access to your personal data.

Your information is kept on TADNSW's computer system. We make sure that strangers cannot read it. The only people with access to it are members of staff and properly authorised volunteers carrying out the normal activities of the service.

To be eligible to receive a computer with the software provided by the Microsoft Corporation it will be necessary for your name and town to be provided to Microsoft. No other information about you will be disclosed to Microsoft.

All personal information including sensitive information collected by TADNSW is collected in accordance with the National Privacy Principles contained in the Commonwealth Privacy Act 1988 as amended 2000. This information will not be disclosed to any unauthorised third party without your consent.

If you are giving personal information about another person, e.g. next of kin, you should seek their permission beforehand and advise why you are disclosing their details to TADNSW.

HUMAN RIGHTS AND FREEDOM FROM ABUSE

Abuse of any kind is unacceptable to TADNSW and we aim to provide a service free of abuse. Our volunteers are carefully screened and their backgrounds are checked. If we decide a person is unsuitable, we do not accept him or her as a volunteer. We also seek to protect our staff and volunteers from abuse and expect that you will always treat them with courtesy.

COMPLAINTS AND DISPUTES

You have the right to have any complaint you may have, heard and acted upon quickly. If you are not able to make your own decisions, an advocate or relative may act on your behalf.

We want you to tell us if you have a problem, so we can try to fix the problem. You can complain if you are not happy with your computer or the service we provide you. If you are unhappy about the behaviour of a volunteer or a staff member please tell us about it. You will not be penalised in any way if you complain.

In the first instance, you should speak to the Computer Support Service's Client Support Officer who will investigate your complaint with great care and advise you by phone of the results of that investigation.

If your complaint cannot be resolved informally the Support Officer will discuss the formal complaint procedure with you. If you would like information about our Complaints Policy, a copy of the policy is available from our website www.tadnsw.org.au or from telephone 1300 663 243.

ALL CORRESPONDENCE TO:
TECHNICAL AID TO THE DISABLED
Locked Bag 2008
WENTWORTHVILLE NSW 2145



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