

## Terms and Conditions

- This Request Form does not automatically approve the use of the loan equipment to the Partner. An assessment and qualification process will take place to ascertain the validity of the loan. Assessment will take into consideration Partner qualification, liability, current or future opportunities, and general overall advantage to the Check Point business. Request will either be approved or rejected with reason(s).
- The equipment, licensing and all accessories remain the ownership of Dicker Data at all times.
- The Partner is responsible for the safe keeping and care of the equipment, cables, and all accessories at all times. The risk in items, materials and devices shall pass to the Partner upon receipt of delivery to the address nominated by the Partner or, if collected from Dicker Data Warehouse, then at the time of collection. This shall also apply to any partial deliveries.
- The Partner agrees to compensate Dicker Data for the full cost of the equipment or accessories for any damage or theft, or if the equipment becomes un-operational or missing, whilst in the Partner's possession.
- Upon return to Dicker Data, the equipment will be inspected for damages or poor condition. If the packaging, equipment, or accessories are found to be damaged, missing or in poor condition, the Partner will be billed for damages accordingly, or billed for the full replacement cost of equipment and/or accessories.
- The Partner agrees to avoid damage to the packaging, accessories and always maintain the safe and careful handling and storing of the equipment and packaging.
- Dicker Data will use its best endeavours to upkeep the equipment and have a fresh image loaded in preparation for loan.
- Dicker Data shall not be held legally or financially liable to the customer or any other person for direct, indirect, or unplanned damage, loss, delay, injury, or failure. This includes data loss, equipment failure, delayed deliveries, or acts of Partner.
- Shipping costs to the Partner are at Dicker Data's expense.
- Shipping costs from Partner to Dicker Data is at the expense of the Partner, and must be returned damage free including packaging, equipment, and accessories.
- A Checklist of all equipment, accessories and packaging will be provided with the equipment. This Checklist will be used to validate the return of the equipment, accessories, and packaging.
- Photos will be taken by Dicker Data of all packaging, equipment, and accessories prior to releasing the loan to the Partner. The photos will be used to validate the physical condition of the packaging, equipment, and accessories upon return.
- The duration of the loan is for a period of no more than 21 days. The start date of the agreement commences when the equipment is received by the Partner.
- Equipment needs to be returned complete and in good working order to the Dicker Data warehouse within 7 days of the completion of the loan period. Any extension to the loan period must be requested by the Partner within the initial loan term, and will only be granted upon written approval by Dicker Data. The equipment will be invoiced at the current RRP should it not be received complete and in good working order within the agreed time period.
- A Decommissioning process of the equipment needs to take place by the Partner before returning to Dicker Data. This includes, but is not limited to, wiping all data, logs, configuration settings, and any other data classified as confidential to the end user or Partner. A step by step Decommissioning process will be provided with the equipment and provided in electronic format to the authorised Partner contact.
- Where confidential data remains present on the returned appliance, Dicker Data shall, without excessive delay or expense, delete such data, and will take reasonable measures to avoid any distribution of the data for any purpose. Dicker Data will not be held liable for any data privacy breaches according to Australian Privacy Laws.
- Before starting a Security Checkup assessment, the Partner should sign an NDA with the customer to protect their privacy. Dicker Data will not be held responsible, directly or indirectly, for the privacy of the customer and their data. This remains the Partner's responsibility.