



**TEK** COLLABORATIVE

TECHNOLOGY EDUCATION KINDNESS

[www.tekcollaborative.org](http://www.tekcollaborative.org)

# Terms and Conditions

## In General

This document governs your relationship with TEK Collaborative. Services available through this relationship are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check our website ([www.tekcollaborative.org](http://www.tekcollaborative.org)) regularly to take notice of any changes we may have made to the Terms of Service. We reserve the right to withdraw or amend the Services without notice.

## Privacy Policy

### SECTION 1 - WHAT DO WE DO WITH YOUR INFORMATION?

We collect the personal information you give us such as your name, address and email address.

Email marketing (if applicable): With your permission, we may send you emails and other updates.

### SECTION 2 - CONSENT

How do you get my consent?

When you provide us with personal information to complete an application, arrange for a delivery or return a device, we imply that you consent to our collecting it and using it for that specific reason only.

If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your expressed consent, or provide you with an opportunity to say no.

How do I withdraw my consent?

If after you opt-in, you change your mind, you may withdraw your consent for us to contact you, for the continued collection, use or disclosure of your information, at anytime, by contacting us at [info@tekcollaborative.org](mailto:info@tekcollaborative.org)

### SECTION 3 - DISCLOSURE

We may disclose your personal information if we are required by law to do so or if you violate our Terms of Service.

### SECTION 4 - SECURITY

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

### SECTION 5 - CHANGES TO THIS PRIVACY POLICY

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website.

## QUESTIONS AND CONTACT INFORMATION

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information contact us at [info@tekcollaborative.org](mailto:info@tekcollaborative.org)

### **Terms of Request**

By requesting a device or devices you agree to be subject to the following terms and conditions. All requests are subject to availability.

Dispatch times may vary according to availability and subject to delivery or pickup method.

In order to contract with TEK Collaborative you must be over 18 years of age. TEK Collaborative retains the right to refuse any request made by you. If your request is accepted we will inform you by email. When making a request you undertake that all details you provide to us are true and accurate.

#### (a) Our Contract

A contract between us will not be formed until we send you confirmation by e-mail that the devices which you requested have been reserved for you. Only those items listed in the confirmation e-mail sent at the time of reservation will be included in the contract formed.

#### (b) Availability

Whilst we try and ensure that all details and descriptions are accurate, errors may occur. If we discover an error in the details of any items which you have requested we will inform you of this as soon as possible and give you the alternative options or cancelling your request. If we are unable to contact you we will treat the request as cancelled.

### **Disclaimer of Liability**

The information displayed on our Website or social media is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law, TEK Collaborative and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect TEK Collaborative's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

### **Indemnity**

You agree to indemnify, defend and hold harmless TEK Collaborative, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages

and/or costs (including, but not limited to, legal fees) arising from your breach of the Terms of Service.

### **Variation**

TEK Collaborative shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the terms and conditions.

### **Invalidity**

If any part of the Terms and Conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

### **Complaints**

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

### **Waiver**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

### **Entire Agreement**

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and TEK Collaborative. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of TEK Collaborative.

## **Returns**

Items covered by this policy may be returned **within 30 days of the delivery date** for this policy to apply.

- Returns or exchanges within 30 days from date of receipt
  - If you experience a hardware or software failure, you may return or exchange it for another device. Return shipping is the responsibility of the recipient.
  - You should use a trackable shipping service and purchasing shipping insurance. We are not responsible for packages lost or damaged during shipping.
  - Returns are NOT allowed after 30 days from date item(s) were received with the exception of warranty repairs or replacements (see below for warranty repairs/replacements)

- Any user caused issues, alterations, obvious wear or damage will not be eligible for an exchange.
- If the original item is no longer available, a similar item may be selected
- Warranty Replacement Policy
  - All defective devices must be returned within 90 days from receipt date
  - A defective Desktop PC or laptop that is returned for a replacement may be repaired or replaced at TEK Collaborative's discretion
  - Warranties apply to hardware defects only; any user caused issue or physical damage is not eligible for warranty replacement or repair
  - Any device that exhibits physical damage
  - If you received your device damaged, please contact us within 7 days for guidelines and instructions on how to resolve this issue.

### **Chrome OS Auto Update policy**

#### Overview

Chrome devices (e.g. Chromebook, Chromebox, Chromebase, Chromebit) receive automatic updates that enhance both the device and its software. Device updates provide the latest features and keep the device secure, and are applied across the operating system, browser and hardware. These updates depend on many device specific non-Google hardware and software providers that work with Google to provide the highest level of security and stability support. For this reason, older Chrome devices cannot receive updates indefinitely to enable new OS and browser features.

#### Policy

- Every Chrome device receives regular updates from Google until it reaches its Auto Update Expiration (AUE) date, listed below, subject to support from component manufacturers. When a device reaches AUE, automatic software updates from Google will no longer be provided.
- Chrome devices that have not reached their AUE date will continue to receive OS updates and function with Chrome Education Upgrade and Chrome Enterprise Upgrade. After the AUE date is reached, existing and future policies may not work as intended, and technical support will not be provided.
- Google will publish a model's AUE date on this page after its release, giving buyers time to make purchase decisions. Please check the AUE date when making a purchasing decision.
- Please find further information here:  
<https://support.google.com/chrome/a/answer/6220366?hl=en>

### **Windows OS Life Cycle**

<https://docs.microsoft.com/en-us/lifecycle/>

## Modern Lifecycle Policy

The Modern Lifecycle Policy covers products and services that are serviced and supported continuously. Under this policy, the product or service remains in support if the following criteria are met:

1. Customers must stay current as per the servicing and system requirements published for the product or service.
2. Customers must be licensed to use the product or service.
3. Microsoft must currently offer support for the product or service.

## Change notification

Changes for these products and services may be more frequent and require customers to be alert for forthcoming modifications to their product or service.

For products and services governed by the Modern Lifecycle Policy, unless otherwise noted, Microsoft's policy is to provide a *minimum 30 days'* notification when customers are required to take action in order to avoid significant degradation to the normal use of the product or service.

Visit these roadmaps to find information about upcoming features and releases:

4. M365: <https://www.microsoft.com/microsoft-365/roadmap>
5. Azure: <https://azure.microsoft.com/updates>
6. Dynamics 365: <https://roadmap.dynamics.com>

## Continuity and migration

For products governed by the Modern Lifecycle Policy, Microsoft will provide a minimum of 12 months' notification prior to ending support if no successor product or service is offered—excluding free services or preview releases.

For products under existing lifecycle policies (such as the Fixed Lifecycle Policy), Microsoft will continue to provide servicing and support for a fixed amount of time. Products that have already launched with existing lifecycle policies will continue to be supported according to the [published end of support dates](#).

Please see the [Modern Policy FAQ](#) for more details.

## Fixed Lifecycle Policy

The Fixed Lifecycle Policy applies to many commercial and some consumer products currently available through retail purchase and/or volume licensing. It provides:

- A defined support and servicing Lifecycle timeline at the time of product launch.
- A minimum of five years [Mainstream Support](#).

- An additional period of [Extended Support](#) for some products.

See the [Lifecycle product search](#) for specific end of support dates and details.

To be eligible for support, customers may be required to deploy the latest Service Pack or update.

Microsoft is committed to providing products with improved security. Although we strive to remove vulnerabilities during development, software vulnerabilities remain a fact today and we must be prepared to respond when they are discovered. Microsoft advises customers to install the latest product releases, security updates, and service packs to remain as secure as possible. For the latest information on security updates, see the [Security Update Guide](#). Older products may not meet today's more demanding security requirements. Microsoft may be unable to provide security updates for older products.

The Fixed Lifecycle Policy does not apply to all products. To see the specific support and servicing start and end dates by applicable product, go to the [lifecycle product search](#).

## Lifecycle phases for products under the Fixed Lifecycle Policy

### LIFECYCLE PHASES FOR PRODUCTS UNDER THE FIXED LIFECYCLE POLICY

Type of support	Mainstream Support	Extended Support	Beyond End of Support
Request to change product design and features	Available	Not available	Not available
Security updates	Available	Available	Available via <a href="#">Extended Security Update Program</a>
Non-security updates	Available	Available <sup>1</sup> via <a href="#">Unified Support</a>	Not available
Self-help support <sup>2</sup>	Available	Available	Available
Paid-support	Available	Available	Available <sup>3</sup>

<sup>1</sup> The Extended Hotfix Support (EHS) program offered via Unified Support is only available for a select group of products.

<sup>2</sup> [Self-Help Online Support](#) is available throughout a product's lifecycle and for a minimum of 12 months after the product reaches the end of its support. Microsoft online Knowledge Base articles, FAQs, troubleshooting tools, and other resources, are provided to help customers resolve common issues.

<sup>3</sup> To learn more, see [Lifecycle FAQ - Extended Security Updates](#). Extended Security Update program required.

## **Mainstream Support**

Mainstream Support is the first phase of the product lifecycle. At the supported service pack level, Mainstream Support for products and services includes \*:

- Incident support (no-charge incident support, paid incident support, support charged on an hourly basis, support for warranty claims)
- Security update support
- The ability to request non-security updates

### **Note**

Incident support benefits included with license, licensing programs (such as Software Assurance or Visual Studio subscriptions) or other no-charge support programs are only available during the Mainstream Support phase.

Enrollment in a maintenance program may be required to receive these benefits for certain products.

## **Extended Support**

The Extended Support phase follows Mainstream Support. At the supported service pack level, Extended Support includes:

- Paid support <sup>4</sup>
- Security updates at no additional cost
- Ability to request non-security fixes for select products, for eligible [Unified Support](#) customers. <sup>5</sup>

### **Note**

- Microsoft will not accept requests for warranty support, design changes, or new features during the Extended Support phase.
- Extended Support is not available for consumer, consumer hardware, or multimedia products.
- Enrollment in a paid support program may be required to receive these benefits for certain products.

<sup>4</sup> Limited complimentary support may be available (varies by product).

<sup>5</sup> Microsoft Lifecycle policy permits the creation and broad distribution of certain non-security updates during the Extended Support phase. For example, it may be necessary to provide a non-security update that enables continued connectivity and servicing through the Automatic Update or Windows Server Update service.



## Service Packs

As part of the effort to continually improve Microsoft software, updates and fixes are created and released for recognized issues. Many of these fixes are regularly combined into a single package (called a service pack) that is made available for installation. *Both the Mainstream Support and Extended Support phases for software require a product's supported service pack to be installed to continue to receive full support (including security and DST updates).*

- When a new service pack is released, Microsoft provides either 12 or 24 months of support for the previous service pack, varying according to the product family (for example, Windows, Office, Servers, or Developer tools).
- When support for a service pack ends, Microsoft no longer provides new security updates, DST updates, or other non-security updates for that service pack. Commercially reasonable support will continue to be available, as described in the following.
- When support for a product ends, support of all the service packs for that product also ends. The product's lifecycle supersedes the service pack policy.
- Support timelines for service packs remain consistent within the product family.
- Microsoft publishes specific support timelines for a previous service pack when the new service pack is released.

Customers are highly encouraged to stay on a fully supported service pack to ensure they are on the latest and most secure version of their product.

For customers on supported products with service pack versions that have left full support, Microsoft offers commercially reasonable support as follows:

Commercially reasonable support incidents will be provided through Microsoft Customer Service and Support and Microsoft managed support offerings (such as Premier Support). If the support incident requires escalation to development for further guidance, requires a non-security update, or requires a security update, customers will be asked to upgrade to a fully supported service pack.

Commercially reasonable support does not include an option to engage Microsoft product development resources; technical workarounds may be limited or not possible.

A matrix of the Microsoft product families and the duration of service pack support for each product family is as follows.

TABLE 2

Product Family	Duration of Service Pack Support
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Windows client and servers	24 Months
Dynamics	24 Months
Office	12 Months
Servers	12 Months
Developer tools	12 Months
Consumer software, multimedia, and games	12 Months

Starting with SQL Server 2017, no Service Packs will be released. SQL Server follows the modern servicing model as described in [Announcing the Modern Servicing Model for SQL Server](#).

Microsoft recommends that you apply the latest Cumulative Update (or one released in the last year) for the corresponding release. The support team might require you to apply a specific Cumulative Update that addresses a specific problem when troubleshooting an issue.

This support policy permits customers to receive existing non-security updates or to request new non-security updates for the fully supported service packs during the Mainstream Support phase.

Service packs are not automatically modified to include non-security updates developed after the service pack's initial release date. An older service pack can be modified to include non-security updates developed after the service pack was released. Contact Microsoft and request the modification.

Security updates released with bulletins from the Microsoft Security Response Center will be reviewed and built for the supported service packs only. Daylight saving time and time zone updates are built for fully supported service packs only.

It is strongly recommended that customers evaluate and install current service packs in a timely manner to make sure that systems are up to date with the most recent security software.