

**APPLICATION AND WAIVER TO USE LAPTOP COMPUTER FOR THE
ESSAY QUESTION PORTION OF THE GENERAL BAR EXAMINATION**

I, _____, request that the Board of Bar Examiners (“Board”) allow me to use my laptop computer (“computer”) to answer **the essay question portion of the General Bar Examination**, in lieu of handwriting my answers.

I acknowledge that the use of my computer is subject to the following clauses, conditions, and legal warnings, to which I agree:

1. I certify that I have carefully read the *Folleto de Instrucciones para el Uso de la Computadora Portátil* [Laptop Instruction Booklet] (“Booklet”) issued by the Board and that I understand and accept its contents.
2. I understand and agree that the Board has the sole authority to determine my eligibility to use a computer to take the examination.
3. I understand that filling out this document does not constitute authorization by the Board to use a computer during the examination.
4. I certify that I am aware that the Board allows for the essay question portion of the examination to be answered on a computer or by hand, and that I have voluntarily chosen to use a computer.
5. I understand and agree that authorization to use a computer during the examination implies that I will be required to use a computer that I shall provide and that I shall make it available before, during, and after the examination is administered.
6. I authorize Board staff to inspect my computer before, during, and after the examination.
7. I certify that my computer meets the requirements provided by Extegrity and specified in the Board’s Booklet.
8. I promise to install the Exam4 program (“Program”) on said computer. I understand and agree that the Board does not warrant the Program, its use, or its operation.
9. I understand and agree that authorization to use my computer during the examination entails a license fee, which I shall pay to Extegrity in the manner said company may require. I acknowledge and agree that such fee is non-refundable and is separate from and in addition to the fee required by the Board to apply for admission to the General Bar Examination.
10. I understand and agree that it is my responsibility to properly preinstall the software (Program) to be used during the administration of the examination.
11. I assume the obligation to keep the Program installed on the computer until I am notified of the results of the examination.
12. I assume the obligation to ensure that my computer is in proper order for use on the day of the examination.
13. I state that I have adequate experience and practice in the use of the computer and I promise to have adequate experience and practice with the Program before taking the examination. To that end, I am bound to take and submit to Extegrity a test run required by the Board, as provided in the Booklet.

14. I agree that the Board may share with Extegrity my name, email address, and identification number to facilitate the registration process and the purchase of the Program. I agree to keep the email address I provided to the Board in my application valid until the results of the bar examination are notified.
15. I agree to use the Program according to the instructions and under the conditions and terms provided by Extegrity, as they appear on the website www.exam4.com and in accordance with the instructions provided in the Board's Booklet.
16. I acknowledge that the use of the computer involves certain technological risks, such as computer or Program malfunction, power failures, etc. I agree that, by requesting to use a computer to take the examination, I assume all such risks.
17. I agree not to delay or impede the start of the examination in the event that I experience any problems or difficulties as a result of my lack of skill or adequate preparation or as a result of technical problems with the Program or my computer.
18. I agree that, should any problem of any kind prevent or hinder me from answering the examination by computer, I will, at the request of Board staff, begin or continue to answer the questions by hand in the notebooks provided by Board staff and shall remain in the same seat. I understand and agree that the decision to write out the answers by hand is final and that, once I begin to answer in by hand I no longer have a right to use the computer under any circumstances.
19. If I experience any difficulties or problems related to the use of the computer, I agree to immediately notify the Board staff and to assist them in any way necessary to attempt to retrieve my answers, including making the computer used available to them. I understand and agree that there is no guarantee that I will be able to recover all or part of such answers.
20. I understand and agree that, should I experience difficulties or problems related to the use of the computer, I am not entitled to any additional time, accommodations, or allowances.
21. I understand and agree that there is a risk that my answers to the examination may be lost or may not be retrieved, in whole or in part, due to problems related to the use of the computer, such as technical or electrical problems, problems arising from user error or related to the Program or my computer, etc. However, I have decided that the convenience of providing my answers through my computer outweighs such risks, which I accept without reservation.
22. I understand and agree that, in the event that my answers are lost or unrecoverable, in whole or in part, only the recovered portions, if any, will be corrected.
23. In the event that I do not pass the bar examination, I understand and agree that I am not entitled to request, nor will I receive, any reconsideration or modification of the results based on problems related to the fact that I used the computer to answer the examination.
24. I understand and agree that my computer will remain in the examination area until the end of the last session of the essay question portion of the examination, even if I have had to handwrite my answers. I understand and agree that before such time I may not disconnect my computer at any time, even if I have completed my examination prior to the time provided by the Board, unless authorized by Board staff. I understand and agree that, if I disconnect, shut down, or remove my computer from the examination area before such time without being duly

authorized by Board staff, my answers to the essay question portion of the examination will not be corrected and will be evaluated as a blank examination notebook.

25. I understand and agree that Extegrity does not represent the Board with regard to the Board's procedures and policies, including, but not limited to, setting deadlines for installing the Program on my computer and taking a mock exam.
26. I understand and agree that I am required to remain seated at the seat assigned to me in order to receive the notice by the Board for the purpose of making arrangements to use my computer and the Program. I understand that, if I arrive after this time, I may be denied the use of the computer by Board staff and, as a result, I will be required to handwrite my answers and remain in the same seat.
27. I understand and agree that I will not be able to review the printed version of my answers, except for the right of failed applicants to obtain copies of answers under the Rules for the Admission of Applicants to the Practice of Law and the Notarial Profession (1998), 4 LPR App. XVII B, as amended ("Rules").
28. I understand and agree that, upon completing the examination, I will notify authorized staff. When authorized, I will present the Exit Card. I will then leave the examination area. I understand and agree that, thereafter, I will have until midnight of the same day to connect to the Internet and submit my answers to the examination by uploading the appropriate file, following the specific instructions that will be given on the day of the examination. I understand and agree that should I fail to upload the file within the specified time, my answers to the examination will not be evaluated and I will receive a "zero" score for each question.
29. I understand and agree that I am not authorized to create any copies of my answers or use any means of storage to record my answers.
30. I understand and agree that accessing the Internet or opening or examining in the examination area a program, file, or document other than the Program will be considered a violation that may entail sanctions by the Board. If I am suspected of examining unauthorized material in the examination area before or during the examination, my computer will be immediately seized, and I will be required to answer the questions by hand. I understand that my computer will not be returned to me until the Board has examined it and in no case will it be released to me during the examination.
31. I understand and agree that, in requesting the use of the computer during the examination, I am subject to the provisions of the Rules, Booklet, *Manual de Normas y Reglas de Conducta Relativas a la Administración y Toma del Examen de Reválida* [Handbook of Standards and Rules of Conduct for the Administration and Taking of the Bar Examination] and the *Manual de Instrucciones Generales para los Exámenes de Reválida* [Bar Examination General Instructions Handbook] issued by the Board.
32. I understand and agree that the Supreme Court of Puerto Rico and the Board, its members, representatives, agents, employees, and staff, in their official and individual capacities, are not liable for any difficulties, mishaps, or problems that may occur due to the use of a computer to take the bar examination.
33. I release, discharge, and hold harmless the Supreme Court of Puerto Rico and the Board, its members, representatives, agents, employees, and staff, in their official and individual capacities, from any and all liability, contractual or extracontractual, arising out of my decision to use my computer to take the bar examination,

including, but not limited to, any damage caused to my computer by installing or using the Program.

- 34. I understand and agree that I have no right to sue or make any claim, nor will I sue or make any claim, against the Supreme Court, the Board, its members, representatives, agents, employees, and staff, in their official and individual capacities, in connection with any difficulties, problems, or events arising out of my decision to use the computer during the examination and that this document is sufficient to summarily dismiss with prejudice any claim I may make related to my decision to use the computer in the bar examination.
- 35. I agree to indemnify the Supreme Court, the Board, its members, representatives, agents, employees, and staff, for costs, expenses, and attorney's fees and, in addition, for damages resulting from any claim I may bring against them related to my decision to use the computer in the bar examination.
- 36. I understand and agree that this document shall be valid and enforceable in all its terms, clauses, conditions, and legal warnings each time I apply to use the computer in the general bar examination and shall form part of my application for admission.

In witness whereof, I have hereunto set my hand to this document under oath in _____, Puerto Rico on this ____ day of _____ .

Applicant's Signature

AFFIDAVIT NO. _____

Sworn and subscribed before me by _____, of legal age, of _____ (civil status), and resident of _____, Puerto Rico, whom I attest to know personally, or whose identity I have verified through _____.

In _____, Puerto Rico, in this ____ day of _____ .

Notary