

RISK SOLUTIONS AUSTRALIA (RSA)

APPLICANT TERMS AND CONDITIONS OF USING WORKPRO.COM.AU (a Risk Solutions Australia product)

1. AGREEMENT

Upon receipt of a Module Access Code (MAC) from an employer or person, I understand that by entering the MAC and completing the WorkPro registration form and any training and induction module, I give automatic access to my WorkPro profile to that requesting employer or person, including information that allows an employer to validate my right to work in Australia through the Department of Immigration's Visa Entitlement Verification Online (VEVO) or perform a national criminal history records check (NCHRC).

I understand that by providing my WorkPro identification number (CIN) or numbers (CIN/PIN) to any potential employer or person in the future, that I grant them permission to access and validate my WorkPro profile, including access to completed training/induction modules, work rights information and information to perform a NCHRC.

I also understand that if an employer requires a NCHRC to be processed, that I need to provide my informed consent by signing the application form, and provide 100 points of identification prior to the check being undertaken.

2. PRIVACY

2.1 PROTECTING YOUR PRIVACY

Protecting your privacy and the confidentiality of your personal information within your WorkPro profile is fundamental to Risk Solutions Australia (RSA). WorkPro's technology platform incorporates a DMZ (de-militarized zone) security solution, which has won several national and international awards.

Only by providing your WorkPro identification numbers (CIN and/or PIN), will you give an employer/person permission to view your WorkPro profile. At all times you are in a position to alter, delete or add personal information, and change your PIN to prevent another party from viewing your information.

It is your responsibility to ensure that your WorkPro identification details, including username, password, CIN and PIN remain confidential.

2.2 HOW WE COLLECT AND USE YOUR PERSONAL INFORMATION

RSA observe those parts of the National Privacy Principles that apply to the collection of personal information, and RSA continues to apply stringent privacy practices in order to safeguard the confidentiality of your information.

RSA may collect your personal information:

- to assist in providing information about a product or service
- to tell you about other products and services that may be of interest to you in relation to the promotion and provision of a product or service
- to inform an employer of the completion of your WorkPro profile, including training completed and personal details, relevant to employment. The distribution of this information is in your total control.

3. DISCLAIMER

We:

- 3.1 make no representation and give no warranty or assurance to the accuracy of the WorkPro training content, and the outcome of a residency status check conducted via workpro.com.au;
- 3.2 make no representation and give no warranty that the operation of workpro.com.au will be uninterrupted or error-free;

- 3.3 do not warrant any product obtained from or via workpro.com.au will be in accordance with your expectations or requirements;
- 3.4 to the full extent permitted by the law, are not liable to you for loss of any kind, including damages, costs, interest, loss of profit or special loss or damage arising from any inaccuracy or incompleteness of the training content or outcome of the residency status check, nor are we liable to indemnify you against any liability or alleged liability of you to any other person howsoever arising, save only any express condition, warranty, indemnity or term given by us;

You acknowledge that:

1. workpro.com.au is provided and delivered to you "as is". To the maximum extent permitted by law:
 - (1) all express or implied conditions and warranties on our part in relation to any goods or services to be supplied by us or promoted on this web site are hereby excluded; and
 - (2) subject to clause 3 below, we will not be responsible for or liable to you or any other person in respect of any liabilities, claims, actions, proceedings, demands, expenses, costs, loss or damage of whatsoever description and however arising which you or any other person may pay, suffer, incur or be liable for, arising directly or indirectly from or in connection with:
 - (a) the use of workpro.com.au by you or any other person;
 - (b) any failure of workpro.com.au to perform in accordance with your expectations or requirements;
2. Nothing in this disclaimer, however, will be interpreted as excluding, limiting, modifying, restricting or altering any liability of us that exists by operation of law and which cannot be excluded, limited, modified, restricted or altered. To the extent that the provisions of this disclaimer are otherwise inconsistent with any such law, such provisions will be read and interpreted as being subject to any such law.

4. INDEMNITY

- 4.1 You must indemnify RSA and each of its officers, employees, contractors and agents against all damage, losses, liabilities, claims, expenses and costs (including without limitation legal costs on a full indemnity basis) however arising which any of them may pay, suffer, incur, or otherwise be liable for, arising directly or indirectly as a result of or in connection with any of the following:
- (1) a breach or non-performance of any of your obligations under this License, whether express or implied;
 - (2) failure by you to ensure information provided by you is accurate and lawful;
 - (3) failure by you to ensure that induction and training modules completed by you within WorkPro are not assigned to anyone else (you warrant that you have undertaken such modules independently and that should it be identified that this is not the case that you will subject yourself to the full force of the law for breach and fraud.)
 - (4) any negligent act or failure to act by you;
 - (5) any claim, suit or other action made or brought against RSA or any of its officers, employees, contractors or agents (at common law, in equity or under statute or otherwise) by any person (including an insurer), arising directly or indirectly from or in connection with any person who suffers personal injury or death or any loss or damage including property damage directly or indirectly in connection with any of the matters referred to in paragraphs (1) to (4) above