

# WorkPro (a Risk Solutions Australia Pty Ltd product)

## Terms of Access

This site is owned by Risk Solutions Australia Pty Ltd (RSA) (trading as WorkPro) ABN 66 113 726 033. Use of this site is subject to the following terms and conditions (Terms) of access. By registering on the site you represent that you have read, understood and accept these Terms.

WorkPro reserves the right to update or revise the Terms. Your continued use of this site following the posting of any changes to the Terms indicates your acceptance of those changes. The Terms can be found once you are logged in to the WorkPro portal.

WorkPro is a web-based platform that aggregates employment-related inductions and e-learning modules, on-demand background and probity checks, licence/ticket and document management and citizenship and work rights check. It has been purpose-built to assist organisations to meet their legal compliance obligations and streamline the engagement process for candidates.

### 1. Agreement

1.1. Upon receipt of a Token or Access Code from an organisation, by signing up and gaining a username, using that token and completing the requested tasks, including uploading particular documents, including identity documents, you permit a representative of that organisation to view and validate that information and documents. This may include:

- Validating induction/elearning modules;
- Citizenship information. For non-Australian citizen, this includes permission to check your rights to work in Australia through the Department of Home Affairs Visa Entitlement Verification Online (VEVO);
- Information that is required for a Nationally Coordinated Criminal History Check;
- Licence/ticket/documents that you have uploaded and granted public viewing permission; and
- Information that is required for a background or probity check

Additionally, you agree to receive automatic email alerts that will enable you to re-complete, refresh or re-submit information if it is required as part of your ongoing employment.

1.2. You understand that by providing your WorkPro Candidate Identification Number (CIN) to another WorkPro registered organisation, that you grant that organisation permission to access to your WorkPro profile, to view and validate details and information as outlined in Clause 1.1 of this Agreement.

You understand that if an organisation requires a background check to be processed, that you need to provide your express informed consent and identification and other relevant documentation prior to the check being undertaken.

1.3. Your registration includes an email address. You give permission to receive an alert only for the purposes of reminding you of a document that requires updating or a task that is expiring.

### 2. Privacy

RSA only requests personal details in compliance with the Privacy Act 1988 (Cth) ([www.privacy.gov.au](http://www.privacy.gov.au)) as amended, and meets the requirements of the Australian Privacy Principles (APP) covering the collection, use and disclosure and secure management of personal information.

RSA trains its staff on how to handle and respect the confidentiality of information and the privacy of candidates. RSA regard breaches of your privacy very seriously and any breach will result in disciplinary action being taken, dependent upon severity. RSA have appointed a Privacy Officer to ensure that the management of personal information is in accordance with our policy and the relevant Privacy Acts.

#### 2.1 Protecting Your Privacy

Protecting your privacy and the confidentiality of your personal information within your WorkPro profile is fundamental to RSA. We take great care with the information we hold about you and all information stored electronically is encrypted and password protected.

Our aim is to ensure that any details are securely protected from misuse, loss, and unauthorised access, modification or disclosure by way of maintaining:

- Physical security by preventing unauthorised access to our premises
- Computer network security including password security to prevent unauthorised access
- Communication security
- Limiting access to only authorised staff and contractors of RSA

- When the information is no longer required by law, we will take reasonable steps to permanently destroy or de-identify personal information.

## 2.2 Username, Password and Candidate Identification Number

Part of your WorkPro registration involves the allocation of a Candidate Identification Number (CIN). Your CIN is unique to you and allows you to provide it to an organisation who uses WorkPro as their workforce compliance program.

Only by providing your CIN will you give an organisation permission to view your WorkPro profile.

At all times you have control of your CIN and are able to edit, delete or add personal information to your WorkPro Profile.

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

## 2.3 Controlling your Profile

You have the right to edit or delete personal information and any uploaded document at any time, including identity documents from your WorkPro profile.

You understand that:

- once the information is deleted, it is permanently deleted and cannot be viewed by any person, including WorkPro personnel.
- if you delete your information or profile, and are required to complete a WorkPro task in the future, that need to re-register and gain a new username, password and CIN.
- if you have completed an induction/e-learning module, background check or citizenship check, and an organization has processed the check or produced an induction certificate on your behalf, the organization is obliged by law to store that information or result in line with regulatory compliance.

Once the check or task has expired, the formal evidence of that task or check will be permanently destroyed from the WorkPro system in line with Federal or State laws, including the Privacy Act.

## 3. **Collecting, Using, Disclosing and Securing Personal Information**

### 3.1 Collecting Personal Information

Your personal information may be used to:

- Check your citizenship and verify non-Australian citizens right to work in Australia through the Department of Home Affairs 'Visa Entitlement Verification Online' (VEVO) if necessary
- Process and release results related to a Nationally Co-Ordinated Criminal History Check (NCCHC)
- View the assessment resulting from a training module undertaken
- View licence/ticket and document information
- View information and the results of any other background check if the paperwork has been completed for such checks
- To communicate with you about completion of tasks and reminders of expiry
- Statistical purposes and statutory compliance requirements
- As part of our security requirements to provide you with telephone and email support.

### National Police Check

Should you complete a Nationally Coordinated Criminal History Check (NCCHC) on WorkPro, the outcome of the check which is obtained by RSA and provided to the requesting organization for which you have provided your express consent is deemed sensitive and secured and stored from unauthorised access and destroyed in accordance with the Australian Criminal Intelligence Commission (ACIC) requirements. This includes ensuring records are only held for a period of 90 days, unless otherwise required.

As well as the general commitment to comply with the Privacy Act and Australian Privacy Principles, WorkPro abides by the Australian Crime Commission Act 2002 (Cth) as it relates to the collection, use and disclosure of information relating to police check applications and commits to complying with the ACC Act and Spent Convictions Scheme as part of our accreditation with the Australian Criminal Intelligence Commission (ACIC).

### 3.2 Using Your Information

WorkPro does not use or disclose your information for any purpose. You have control over who views your information through the express provision of your CIN.

### 3.3 Securing your Information

WorkPro secures your information following industry best-practice, including SSL/TLS authentication and encryption protocols.

### 4. **Disclaimer**

You acknowledge that:

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 WorkPro's part in relation to any services supplied by us or promoted on this site are hereby excluded; and
2. WorkPro is not 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.

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.

#### WorkPro:

- makes no representation and gives no warranty to the outcome of an Australian work rights check conducted via workpro.com.au;
- makes no representation and gives no warranty that the operation of workpro.com.au will be uninterrupted or error-free;
- 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 outcome of the Australian work rights status check or Nationally Coordinated Criminal History Check (NCCHC). 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.

### 5. **Indemnity**

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:

- failure by you to ensure information provided by you is accurate and lawful;
- that any induction and training modules assigned to you will be completed by you within WorkPro and are not completed by anyone else on your behalf (you warrant that you have undertaken 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);
- any negligent act or failure to act by you;
- 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 clauses (1) to (4) above.