

WorkPro Terms of Access - Candidates

These Terms of Access (**Terms**) are between you and Risk Solutions Australia Pty Ltd trading as WorkPro ABN 66 113 726 033 (**we, us, our**).

In these Terms, '**you**' and '**your**' means you individually. By creating a WorkPro account, you represent and warrant that you have read, understood and accept these Terms.

WorkPro reserves the right to update or revise these Terms from time to time. Your continued use of WorkPro indicates your acceptance of updated Terms.

WorkPro has been purpose-built to assist employers to meet their legal compliance obligations and to streamline the recruitment, screening and engagement process. Services are designed to ensure the security and protection of your personal information by giving you control over who may access your information.

1. Introduction

When you create a WorkPro account and accept these Terms, you will have a **WorkPro Profile**. Your WorkPro Profile includes a **WorkProID**. A WorkProID is unique to you and allows you to securely share some elements in your WorkPro Profile with a future employer. This reduces the number of systems needed to complete employment tasks and upload your personal information, and reduces the repetition of tasks in the recruitment process.

You are responsible for maintaining the confidentiality of your WorkPro Profile (and WorkPro is not responsible or liable for unauthorised access to your WorkPro Profile, except as a result of its negligence).

The service is initiated by an organisation referred to as a **WorkPro Customer**.

Once you create a WorkPro Profile, you may be invited to complete one or multiple tasks by a customer or establish a job ready profile.

Once you complete a task or create your job ready profile, a WorkPro Customer may be able to view your personal or sensitive information. A WorkPro Customer may be able to:

- View and validate eLearning modules that you have completed;
- Validate your Australian citizenship using WorkPro's integrated access to the Australian Federal Government's Document Verification Service (DVS);
- Validate your right to work in Australia using WorkPro's integrated access to the Department of Home Affairs Visa Entitlement Verification Online (VEVO);
- View the result of a background or probity check. This includes validating an existing check that you have uploaded at the request of a WorkPro Customer, or submitting a background check application within WorkPro;
- View and validate a credential ;
- View the result of a medical check that you provided consent to and attended an appointment to undertake;
- Process and view a reference check;
- View your Covid-19 Vaccination information and Certificate.

2. Sharing Your Profile

Only by providing your unique WorkPro ID or accepting a job-ready connection will you give a WorkPro Customer permission to view some of the completed tasks or your profile.

(a) eLearning modules

Once you have completed a learning module within WorkPro, you can share the completion of the module(s) with another subscribing WorkPro Customer by providing them with your WorkProID. If the WorkPro Customer needs you to complete other modules, they will send you a new request.

(b) Background Checks

While each background and probity check is unique, previous information entered by you may be used to pre-populate a new check application, and uploaded identity documents can be re-used against a new check for another WorkPro Customer. If you are requested to complete the same check again, you can log in to your profile, review the information and identity documents and provide your informed consent for a new check.

(c) Reference Check

A reference check is unique to the role you have applied for and the requesting WorkPro Customer. You cannot see the outcome of a reference check. If you have completed a reference check and are requested to provide references in the future, you can log in to your profile, and either ask for a new reference from an existing referee or enter new referee details.

(d) Licence/Ticket/Credentials

Once a licence/ticket or credential is uploaded and validated, you can securely share it with another WorkPro Customer. You can see a record of who you have shared a credential with, and add or remove that access, against the credential in your WorkPro Profile.

(e) Medical Check

A medical check is unique. You cannot see the outcome of a medical check and you cannot reuse any medical check information.

You understand:

- By providing your WorkPro ID to a WorkPro Customer, that you grant a WorkPro Customer permission to access, view and validate some information in your WorkPro Profile. This includes eLearning modules completed by you and any licence/ticket/document or credential that you have not deliberately locked or has been automatically locked by default or by the WorkPro Customer once uploaded.
- If a WorkPro Customer requires a new background or probity check to be completed and processed, you need to:
 - provide your express informed consent for every check via electronic or 'wet' signature; and
 - check identification documents and other relevant documentation before submission.
- If a WorkPro Customer requires your Covid-19 Vaccination Certificate to be uploaded, only that WorkPro Customer can view it. As your Covid-19 Vaccination information is classified as sensitive data under the Privacy Act, it is automatically locked and not visible to any other party once uploaded. If another WorkPro Customer requests to view and verify a copy of your Vaccination information, you will need to log in to WorkPro and share your Vaccination information securely and electronically with that WorkPro Customer.
- From time to time, WorkPro may need to send alerts to remind you of a process or document that may need to be updated, and you authorise these alerts.

3. Acceptable use requirements

You must not:

- use WorkPro for any activities that breach any laws, infringe a third party's rights or are contrary to any relevant standards or codes;
- use WorkPro in a manner or way, or post to or transmit to or via WorkPro any material, which interferes with other users or WorkPro Customers or disparages, defames, harasses, threatens, menaces or offends any person or which prevents any other person from using WorkPro;
- use WorkPro to violate the privacy of others, including publishing or posting other people's private and confidential information without their express permission or collecting or gathering other people's personal information (including account names or information) that has not been authorised;
- make fraudulent or speculative enquiries or requests through WorkPro;
- through any act or omission (including but not limited to creating a profile on WorkPro), mislead or deceive others;
- use another person's details without their permission or impersonate another person when using WorkPro;
- post or transmit any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil or criminal proceedings;
- tamper with or hinder the operation of WorkPro;
- knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to WorkPro;
- use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of WorkPro;
- modify, adapt, translate or reverse engineer any part of WorkPro;
- remove any copyright, trademark or other proprietary rights notices contained in or on WorkPro;
- reformat or frame any portion of the web pages that are part of WorkPro;
- create accounts by automated means or under false or fraudulent pretences;
- use WorkPro to violate the security of any computer or other network or engage in illegal conduct;
- use WorkPro other than in accordance with these terms and conditions; or
- attempt any of the above acts or engage or permit another person to do any of the above acts.

4. Privacy

We respect your privacy and take data protection seriously. In addition to these terms, our [privacy notice](#) details how we collect, process and store your personal data and you accept WorkPro's privacy policy as part of creating your WorkPro account and continuing to access or hold a WorkPro account.

5. Document Verification Service (DVS)

WorkPro is an approved Gateway Services Provider of the Document Verification Service (DVS), owned by the Attorney-General's Department. The DVS allows WorkPro integrated access to originating Government Agency databases to confirm the authenticity of identity documents. For you, this means that certain identity documents that you upload as part of a request or submission are automatically verified using the DVS. During the document upload process, you will be alerted if the document will be verified using this method. Customers will be able to see which documents have been verified using the DVS in their account dashboard.

6. Australian Nationally Coordinated Criminal History Check (NCCHC)

The outcome of an Australian Nationally Coordinated Criminal History Check (NCCHC) which is obtained by WorkPro and provided to the requesting WorkPro Customer (following your consent) is deemed sensitive and is secured and stored from unauthorised access.

The outcome of a NCCHC is automatically destroyed in accordance with the Australian Criminal Intelligence Commission (ACIC) requirements. You have the right to request the NCCHC certificate be permanently removed at any time. If this request is made, the certificate will be removed within 2 business days. The identity documents and signed consent form will be retained in accordance with the ACIC requirements for a minimum period of 12 months, but no longer than 15 months.

You have the right to share your NCCHC outside of the WorkPro platform, however, the NCCHC cannot be downloaded by the customer who you provided consent. The NCCHC will be automatically and permanently removed from your WorkPro account and from the customer's view after 90 days. The result however will still be visible.

7. Disclaimer

We:

- make no representation and give no warranty that the operation of workpro.com.au will be uninterrupted or error-free
- to the full extent permitted by the law, we are not liable to you for loss of any kind, including damages, costs, interest, loss of profit or special loss or damage arising from your use of the platform that relates to the outcome of a background 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 workpro.com.au is provided and delivered to you "as is". To the maximum extent permitted by law:

- all express or implied conditions and warranties on our part in relation to any goods or services supplied by us or promoted on this website are hereby excluded; and
- subject to clause 7 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; and
- 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.

8. Indemnity

To the extent permitted by law, you indemnify WorkPro and each of its officers, employees, contractors and agents against all damage, losses, liabilities, claims, expenses, and costs (including reasonable legal costs) 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 eLearning assigned to you will be completed by you within WorkPro and not completed by anyone else on your behalf (you warrant that you have undertaken the learning 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; and
- any claim, suit or other action made or brought against WorkPro 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 (3) above, other than to the extent we are negligent.

9. Deleting Your WorkPro Profile & General Rights

You are responsible for ensuring that your WorkPro identification details, including username, password and WorkPro ID remain confidential.

You have access to your own personal information held in your WorkPro Profile, and you can update, edit or delete your profile at any time.

You can delete your WorkPro Profile by logging in, clicking on your initials, and 'requesting' your account to be deleted.

If you delete your WorkPro Profile, it does not automatically entitle you to have all your personal information permanently deleted from the WorkPro system. Some personal or sensitive information may continue to be used, disclosed, or otherwise processed for a lawful purpose including meeting WorkPro's and WorkPro Customer's retention and mandatory reporting obligations. Refer to [WorkPro's Candidate Data Management Policy](#) for further details about what personal information is held about you, and what data is retained following the deletion or de-identification of your profile.

If you have any further questions regarding your personal information, contact privacy@workpro.com.au.