

WorkPro Terms of Service - Customers

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

Where the Parties enter into a separate Agreement (**Services Agreement**) for the provision of WorkPro Services that refers to these Terms, these Terms will be incorporated into that Services Agreement.

In these Terms, '**you**' and '**your**' means the entity represented in accepting these Terms or, if that does not apply, you individually. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have the full legal authority to bind your employer or such entity to these Terms; (ii) you have read and understood these Terms; and (iii) you agree to these Terms on behalf of the Party that you represent.

PLEASE NOTE:

WHEN YOU USE WORKPRO, THEN (A) YOU ARE DEEMED TO REPRESENT THAT ENTITY, AND (B) YOU ACCEPT THAT YOU BIND YOUR EMPLOYER OR SUCH ENTITY TO THESE TERMS.

When you see a word in **bold**, it will have the same meaning every time it is used in these Terms.

Definitions:

End User: An End User is a person you invite to administer the operation of the WorkPro services, known as a Site Administrator.

Candidate: A Candidate is an individual to whom you send a WorkPro request and a single use Token, and who is invited to create a profile. A candidate owns their data and has the right to share their unique WorkPro profile with another WorkPro customer.

Services Agreement: A Services Agreement is an Agreement signed by you, that outlines the services and functionality that are available to you to use within WorkPro.

WorkPro Services: WorkPro Services are services available within the WorkPro platform, and in third party platforms of which WorkPro has an approved integration.

1. What it means to join WorkPro

- 1.1 WorkPro consists of all the services we provide now or in the future at workpro.com.au. These Terms apply to all WorkPro services you access.
- 1.2 When you accept these Terms, and a WorkPro account is established for you, you will be provided a **User Account**. You will be an **Account Owner**. The Account Owner is responsible for paying for the use of WorkPro, managing End User access, and administering the use of the associated services (being those services for which you pay and are granted access in accordance with these Terms).
- 1.3 An End User must use WorkPro in accordance with the additional requirements set out in clause 5.
- 1.4 An individual that you or an End User invites to create an account and who accesses WorkPro is a **Candidate**, and their access is subject to separate Terms of Access. A Candidate may permit you (and other WorkPro customers) to access their WorkPro profile, to view and validate details and information that they have entered, a task they have completed, or identity documentation that they have uploaded. You do not own this data.
- 1.5 We grant you and your End Users the right to use WorkPro (based on your account type, your user role, and the level of access you have been granted) for as long as you continue to pay for WorkPro or until these Terms are terminated, or until your access is revoked.
- 1.6 Unless otherwise stated and excluding **Your Data** you upload into WorkPro, we own rights in the design, compilation, and look and feel of WorkPro, as well as rights in all our data, copyrighted works, trademarks, designs, inventions, and other intellectual property forming part of WorkPro.
- 1.7 Except as otherwise expressly permitted in these Terms, you will not: (a) copy, distribute, modify, reproduce, adapt or create derivative works of WorkPro (b) rent, lease, distribute, sell, sublicense, transfer or provide access to WorkPro to a third party; (c) use WorkPro for the benefit of any third party; (d) incorporate any portion of WorkPro into a product or service you provide to a third party; (e) interfere with or otherwise circumvent mechanisms in WorkPro intended to limit your use; (f) reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs of or in WorkPro, except to the extent expressly permitted by applicable law (and then only upon advance notice to us); (g) remove or obscure any proprietary or other notices contained in WorkPro; (h) use WorkPro for competitive analysis or to build competitive products; (i) publicly disseminate information regarding the WorkPro's performance; or (j) encourage or assist any third party to do any of the foregoing.

2. Billing, Payment and Services Agreement

- 2.1 All fees and payment terms associated with the use of WorkPro and its services are as agreed between the Parties from time to time.
- 2.2 **Services Agreement.** If a new Services Agreement is not agreed 60 days before the expiry date or before the agreed services volume has been used (whichever comes first), the Services Agreement will automatically renew. Any residual volume will be forfeited on expiry of the Services Agreement. You will receive consumption and expiry email warnings before automatic renewal of the Services Agreement to allow you to adjust the next Services Agreement if necessary.
- 2.3 **Pre-paid credits.** You have 12-months to use pre-paid credits. After 12-months, any residual credits will expire and you will need to pre-purchase more credits to continue to use the service. You will receive email warnings before the credits expire.

3. Administering your account

- 3.1 **Administrators.** You can nominate End User(s) as **Account Owners or Site Administrators**, who have important rights and controls over your use of WorkPro. This may include establishing usage permissions and managing access to Your Data by End Users or others. You are responsible for whom you allow to become Administrators and any actions they take, including as described above. You agree that WorkPro's responsibilities do not extend to the internal management or administration of WorkPro for you.
- 3.2 **End Users.** You are responsible for controlling whom you allow to become an End User. You are responsible for ensuring that all End Users comply with these Terms, including any payment obligations. Please note that you are responsible for the activities of all your End Users, including how End Users access, handle, and use Your Data and Candidate Data. You are also responsible for de-activating or revoking End User Accounts. You agree to make End Users aware of the obligations set out in clause 5.
- 3.3 All End Users must keep login credentials confidential and not share this information with any unauthorised person. You are responsible for any actions taken using End User Accounts, and you agree to immediately notify us of any unauthorised use of which you become aware.
- 3.4 You agree to notify WorkPro immediately if you suspect another party has access to any login credentials issued to you or an End User or if you suspect another party is conducting activity through your User Account.
- 3.5 If you connect WorkPro with a third-party product with which you have a user account, you authorise WorkPro to use information about you available from the third-party product, including potentially storing your user login credentials for that third-party product. You can read more about third-party products in section 10.

4. Using your Account

- 4.1 To enable a **Candidate** to complete tasks within WorkPro, you will need to send them a SMS and/or email invitation from the platform.
- 4.2 **eLearning modules and Work Health and Safety legislation.** WorkPro warrants that its eLearning modules comply with Work Health and Safety legislation, which, in conjunction with any additional training requirements, allow you to comply with your obligations as it relates to the legislation. You acknowledge and agree that:
 - (a) You are responsible for the content integrity of any customised content, including the content for a customised web landing page. WorkPro is solely responsible for delivering, securing, and hosting the customised component of the program.
 - (b) Access to the eLearning modules and associated WorkPro services are provided "as is".
 - (c) The information on WorkPro does not constitute legal or other specialist advice.
 - (d) You assume all responsibility for the use of and results obtained from WorkPro.
 - (e) While WorkPro's services are provided to assist you in complying with legal obligations, it is your responsibility to ensure compliance with all Commonwealth, State, and local laws, regulations, and guidelines concerning occupational, health and safety, workers' compensation and rehabilitation and WorkPro excludes all liability regarding your performance of non-performance of your lawful occupational, health and safety, workers' compensation and rehabilitation obligations.
 - (f) You are wholly responsible for selecting the eLearning modules you wish to deliver, and WorkPro is not responsible for the decisions you make about which modules and training content you require or direct Candidates or other parties to complete before or during work.
 - (g) WorkPro does not represent that your overall training and induction content complies with your obligations.
- 4.3 **Complying with laws.** You agree to comply with all relevant laws that apply to your use of WorkPro, including the following Australian laws:
 - (a) the Crimes Act 1914 (Cth);
 - (b) the Privacy Act 1988 (Cth);

- (c) Australian state and territory legislation governing health records;
- (d) Australian state and territory legislation governing labour-hire licensing;
- (e) the Racial Discrimination Act 1975 (Cth);
- (f) the Sex Discrimination Act 1984 (Cth);
- (g) the Disability Discrimination Act 1992 (Cth);
- (h) the Equal Opportunity for Women in the Workplace Act 1999 (Cth);
- (i) the Age Discrimination Act 2004 (Cth);
- (j) the Fair Work Act 2009 (Cth) and other state and territory legislation governing employment;
- (k) offenders' rehabilitation and "clean slate" laws; and
- (l) foreign privacy or security laws capable of operating in the Commonwealth of Australia.

You also agree to comply with New Zealand laws that correspond with the above (where applicable).

4.4 Australian Work Rights Checks. You warrant that the **Commonwealth information** used to validate Australian Citizenship and Rights to Work is used, only for the purposes for which it was intended. You agree to ensure that all Commonwealth information is used strictly in accordance with any direction by the Commonwealth Government. Your obligations outlined in this clause survive the expiration of these Terms.

4.5 Nationally Coordinated Criminal History Check (NCCHC). Should you administer NCCHC's using WorkPro, you understand:

- (a) The nationally coordinated criminal history check is a point in time record. The check is automatically removed from view after 90 days since it was issued by the Australian Criminal Intelligence Commission.
- (b) A nationally coordinated criminal history check is unique for a specific geographic location, role, or occupation.
- (c) WorkPro complies with the Australian Privacy Act when dealing with Personal Information or Police Information provided as part of the nationally coordinated criminal history check, including any Check Results Report, including the storing, archiving and destruction of information and documents.
- (d) Your obligations are outlined within the terms and conditions of The Australian Criminal Intelligence Commission's "Terms of Use for Controlled Access to Nationally Coordinated Criminal History Checks" (Terms of Use).

4.6 Document Verification Service (DVS). WorkPro is a Gateway Services Provider of the Attorney-General's Document Verification Service. The Document Verification Service allows WorkPro integrated access to originating Government Agency databases to confirm the authenticity of the identity document. For End Users and Candidates, this means that certain identity documents that are uploaded as part of a request or submission are automatically verified using the DVS. During the document upload process, the Candidate is alerted that the document will be verified using this method, and End Users can see the documents that have been verified using the DVS in their account dashboard.

5. End User and acceptable use requirements.

5.1 You must ensure all End Users do not and are directed they do not:

- (a) use WorkPro for any activities that breach any laws, infringe a third party's rights, or are contrary to any relevant standards or codes;
- (b) use WorkPro in a manner or way, or post to or transmit to or via WorkPro any material, which interferes with other users or our other customers or disparages, defames, harasses, threatens, menaces or offends any person or which prevents any other person from using or enjoying WorkPro;
- (c) 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;
- (d) make fraudulent or speculative enquiries or requests through WorkPro;
- (e) through any act or omission (including but not limited to creating a profile on WorkPro), mislead or deceive others;
- (f) use another person's details without their permission or impersonate another person when using WorkPro;
- (g) post or transmit any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil or criminal proceedings;
- (h) tamper with or hinder the operation of WorkPro;
- (i) knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to WorkPro;
- (j) use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of WorkPro;
- (k) modify, adapt, translate, or reverse engineer any part of WorkPro;
- (l) remove any copyright, trademark or other proprietary rights notices contained in or on WorkPro;
- (m) reformat or frame any portion of the web pages that are part of WorkPro;

- (n) create accounts by automated means or under false or fraudulent pretences;
- (o) use WorkPro to violate the security of any computer or other network or engage in illegal conduct;
- (p) use WorkPro other than in accordance with these terms and conditions; or
- (q) attempt any of the above acts or engage or permit another person to do any of the above acts.

5.2 **Other do's and don'ts.** You also agree that in accessing and using WorkPro, you will not do any of the following:

- (a) Undermine the security or integrity of our systems or networks.
- (b) Use our services in any way that might impair functionality or interfere with other people's use.
- (c) Access any system without permission.
- (d) Introduce or upload anything to our services that includes viruses or other malicious code.
- (e) Share anything that may be offensive, violates any law, or infringes on the rights of others.
- (f) Modify, copy, adapt, reproduce, disassemble, decompile, reverse engineer or extract the source code of any part of our services.
- (g) Resell, lease or provide our services in any way not expressly permitted through our services.
- (h) Repackage, resell, or sublicense any leads or data accessed through our services.
- (i) Commit fraud or other illegal acts through our services.
- (j) Interfere with the relationship between a Candidate and another WorkPro customer.
- (k) Act in a manner that is abusive or disrespectful to a WorkPro employee, partner, Candidate or another WorkPro customer. We will not tolerate any abuse or bullying of our WorkPro employees in any situation, including interaction with our support team.

6. Data Security

- 6.1 WorkPro is accredited to ISO27001:2022 and is committed to ensuring the collection, storage, retention and destruction of data is aligned to the established standard and frameworks. WorkPro partners with a third party to undertake regular security penetration tests to highlight any security vulnerabilities and work diligently to resolve security risks as deemed necessary.
- 6.2 While we have taken steps to help protect your data, no method of electronic storage is entirely secure, and we cannot guarantee absolute security. We may notify you if we have reason to believe that someone has accessed (or may be able to access) your User Account without authorisation. We may also restrict access to certain parts of our services until you verify that access was by an authorised user.
- 6.3 We may introduce security features to make your account more secure and we may require you to adopt some or all of these features as part of your access to WorkPro services. Where we make the use of security features optional, you are responsible (meaning we are not liable) for any consequences of not using those features.

7. Candidate Profiles

- 7.1 When a Candidate creates a WorkPro account, they may elect to share their digital WorkPro profile with you and other WorkPro customers. A Candidate is entitled to change their sharing and access settings at any time and WorkPro has no obligation to ensure you have initial or ongoing access to a Candidate's digital profile.
- 7.2 You have no exclusive right to a Candidate profile or personal information of any Candidate, including in the instance where that Candidate has initiated their profile at your request.

8. Data use and privacy

- 8.1 **Your Privacy:** We respect your privacy and take data protection seriously. In addition to these terms, our [privacy notice](#) details how we process personal data.
- 8.2 **Your Data:** If you upload or enter your data into WorkPro in accordance with these terms, we do not own that data, but you grant us a licence to use, copy, transmit, store, analyse, and back up all data you submit to us through WorkPro, including personal data of yourself and others. This is to enable:
 - (a) you to use our services;
 - (b) us to improve, develop, and protect our services;
 - (c) us to create new services; and
 - (d) us to communicate with you about your User Account and send you information we think may be of interest to you based on your marketing preferences.

8.3 **Candidate Data:** Candidate data and “personal information” (within the meaning of the Australian Privacy Act 1988 (Cth) and New Zealand Privacy Act 2020) is not your data nor is it WorkPro data that is ‘owned’ by either of us. We handle such candidate data in accordance with our lawful obligations, including under the Privacy Act. Any candidate “personal information” that you access or handle through your use of WorkPro or any of its features must only be used by you in relation to your genuine employment, recruitment or compliance activities and in accordance with privacy laws and other relevant legislation (such as those laws regulating health information).

8.4 **Sensitive information:** You may have access to or handle “sensitive information” (within the meaning of the Australian Privacy Act 1988 (Cth) and New Zealand Privacy Act 2020) of individuals through WorkPro. Without limiting clause 8.3 above, you must comply with any applicable laws that govern this information in addition to any other laws. This may include Australian Federal, State and Territory legislation and New Zealand legislation. If applicable, such laws will restrict your use and disclosure of information (amongst other things). You must ensure you are aware of, and comply with, all legal requirements.

8.5 To the extent that you handle a Candidate's personal information outside of the WorkPro system, you are responsible for ensuring a Candidate is made aware of your privacy obligations in accordance with the Australian Privacy Act and New Zealand Privacy Act, and the terms of your privacy policy.

8.6 When you use WorkPro, we may create anonymised statistical data from your data and usage of our services, including through aggregation. Once anonymised, we may use it for our own purposes, such as to provide and improve our services, to develop new services or products, to identify business trends, and for other uses we communicate to you.

8.7 Where we think there has been unauthorised access to personal data that you have entered into WorkPro, we will let you know and, where possible, give you information about what has happened. Depending on the nature of the unauthorised access and the location of your affected contacts, we will work with you to assess whether the unauthorised access must be reported to the relevant authority and by whom.

9. Confidential information

9.1 While using WorkPro, you may share confidential information with us and become aware of confidential information about us. Both Parties agree to take reasonable steps to protect each other's confidential information from being accessed by unauthorised individuals. We may also share each other's confidential information with legal or regulatory authorities if required to do so (but only to the minimum extent required to comply with a regulation or order and with advance notice to the other party).

10. Using third-party products and WorkPro

10.1 You (including your End Users) may choose to use or procure other third-party products or services in connection with WorkPro.

10.2 Third-party products are subject to terms and conditions and privacy notices set by their providers. These include important things like pricing, refund policies, and how the provider will use your data that you make available to them. The descriptions of third-party products that we publish, and any associated links, have been provided to us by the providers. While we make reasonable efforts to check the accuracy of the descriptions, the providers are solely responsible for any representations contained in those descriptions or that they make in connection with their products or services. We do not endorse or assume any responsibility for third-party products.

WHILE WE MAY ENABLE INTEROPERATION WITH THIRD-PARTY PRODUCTS, TO THE EXTENT PERMITTED BY LAW WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD-PARTY PRODUCTS OR SERVICES (WHETHER SUPPORT, AVAILABILITY, SECURITY OR OTHERWISE) OR FOR THE ACTS OR OMISSIONS OF ANY THIRD-PARTY PROVIDERS OR VENDORS.

11. Availability and updates

11.1 As we rely on third-party providers in the delivery and availability of WorkPro, on occasion, they or we will need to perform maintenance on WorkPro or underlying infrastructure, which may require downtime. We try to minimise any such downtime. When planned maintenance is undertaken, we will attempt to notify you in advance but cannot guarantee it.

11.2 We may release new updates, modifications, and enhancements to WorkPro. Where this occurs, we will endeavour to notify you where practical (for example, by email or within WorkPro when you log in).

11.3 Acting reasonably, we can discontinue any portion or feature of WorkPro for any reason by giving you no less than 60 days notice without liability to you.

12. Termination

- 12.1 This clause allows either party to terminate a service line (for the avoidance of doubt, a service line is any WorkPro service that is available, e.g. eLearning) within the Services Agreement without a specified reason. The termination requires a 60-day written notice, although a different notice period can be specified in the Services Agreement. The latter will take precedence.
- 12.2 Unless notice is given under Clause 12.1, you may be charged an early termination fee (ETF). The ETF is the equivalent of one quarter of the current Services Agreement value for that service line.
- 12.3 Termination of these Terms will terminate any applicable Services Agreement (and vice versa).
- 12.4 We may also terminate or suspend your access to WorkPro immediately if:
 - (a) you breach any of these Terms and do not remedy the breach within 14 days after receiving notice of the breach; or
 - (b) you breach any of these Terms and the breach cannot be remedied;
 - (c) you fail to pay an invoice within the agreed terms
 - (d) to the extent permitted by law, you or your business becomes insolvent, your business goes into liquidation or has a receiver or manager appointed over any of its assets, you become insolvent or make any arrangement with your creditors or become subject to any similar insolvency event in any jurisdiction.
- 12.5 To the extent permitted by law, no refund is due to you if you terminate your Services Agreement in accordance with this section 12.
- 12.6 Once a User Account is de-activated or your Services Agreement is terminated by you or us, it is archived, and the data submitted or created by you is no longer available to you. If you wish to access it or be provided with a copy after termination, this can be provided by negotiation (we do not provide Candidate data). Subject to our data retention obligations, you can contact us to have your eligible data removed.
- 12.7 Termination or expiry of these Terms will not affect provision which is expressly or by implication intended to come into force or continue on or after the termination or expiry, including clauses 1.6, 1.7, 4.3, 7, 9, 10, 13, 14 and this clause 7.

13. Liability

- 13.1 Nothing in these Terms is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of Part 5-4 of the Australian Consumer Law (as set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth)) (**ACL**), or the exercise of a right conferred by such a provision, or any liability of in relation to a failure by us to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of services.
- 13.2 If we are liable to you in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL that cannot be excluded, to the extent permitted by the ACL or unless the non-excludable guarantee says otherwise, our total liability to you for that failure is limited to, at our option to the resupply of the services or the payment of the cost of resupply.
- 13.3 You acknowledge that WorkPro is provided "as is" and that we do not make any warranty or representation as to the suitability of WorkPro for any purpose, and subject to sections 13.1 and 1.1, we disclaim all warranties, express or implied, including any implied warranties of non-infringement, merchantability and fitness for a particular purpose.

WITHOUT LIMITING OUR EXPRESS OBLIGATIONS IN THESE TERMS OR SECTIONS 13.1 AND 13.2, WE DO NOT WARRANT THAT YOUR USE OF WORKPRO WILL BE UNINTERRUPTED OR ERROR-FREE, THAT WE WILL REVIEW YOUR DATA FOR ACCURACY OR THAT WE WILL PRESERVE OR MAINTAIN YOUR DATA WITHOUT LOSS. YOU UNDERSTAND THAT USE OF WORKPRO INVOLVES TRANSMISSION OF YOUR DATA OVER NETWORKS THAT WE DO NOT OWN, OPERATE OR CONTROL, AND WE ARE NOT RESPONSIBLE FOR ANY OF YOUR DATA BEING LOST, ALTERED, INTERCEPTED OR STORED ACROSS SUCH NETWORKS OTHER THAN AS A RESULT OF OUR NEGLIGENCE. WE CANNOT GUARANTEE THAT OUR SECURITY PROCEDURES WILL BE ERROR-FREE, THAT TRANSMISSIONS OF YOUR DATA WILL ALWAYS BE SECURE OR THAT UNAUTHORISED THIRD PARTIES WILL NEVER BE ABLE TO DEFEAT OUR SECURITY MEASURES OR THOSE OF OUR THIRD-PARTY SERVICE PROVIDERS. WE WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OUR REASONABLE CONTROL.

- 13.4 Other than liability that cannot be excluded or limited by law, each party's liability under these Terms, in contract, tort (including negligence) or otherwise, is limited as follows:
 - (a) A Party is not liable for any loss of profit, data, savings, contract, goodwill or production, or economic loss, or for any special, incidental or punitive damages, or for any loss, damage, demand, liability, cost, charge or expense of any kind arising from special circumstances or that does not occur naturally and according to the usual course of things.
 - (b) For loss or corruption of your data, our liability will be limited to taking reasonable steps to try and recover that data from our available backups, other than arising from conduct that we knew would involve negligence or a breach of a duty of care on our part, which liability is limited to five times the amount you paid us for your use of WorkPro in the 12 months immediately preceding the date on which the claim giving rise to the liability arose.

(c) A Party's total aggregate liability in all other circumstances is limited to the total amount you paid us for your use of WorkPro in the 12 months immediately preceding the date on which the claim giving rise to the liability arose, other than to the extent the other party's negligence contributes to the liability.

13.5 You indemnify and keep us indemnified against loss, expense, damage, delay, costs, or compensation of any kind we suffer or incur because you acted against a Candidate in a manner that is found to be discriminatory, adverse, unfair or unlawful, or for any breach by you of a Candidate's privacy, other than to the extent our negligence contributes to the liability.

14. Disputes and jurisdiction

14.1 In the event of any controversy or claim arising out of or relating to these Terms, the Parties will consult and negotiate with each other and, recognising their mutual interests, attempt to reach a solution satisfactory to both Parties. If the Parties do not settle within sixty (60) days, either Party may pursue legal action. All negotiations under this section will be confidential and treated as compromise and settlement negotiations for purposes of all rules and codes of evidence in the relevant jurisdiction.

14.2 These Terms are governed by the Laws of Victoria and the Commonwealth of Australia, and disputes must be resolved in the non-exclusive courts of that jurisdiction.

15. General

15.1 We are not a professional services firm and do not give professional or legal advice. We may provide you with information we think might be helpful in running your business. This should not be seen as a substitute for professional or legal advice, and we are not liable for your use of the information in that way.

15.2 Any notice under these Terms must be given in writing. We may provide notice to you through the primary email address in your User Account. You agree that any electronic communication will satisfy applicable legal communication requirements, including that such communications be in writing. Any notice to you will be deemed given upon the first business day we send it.

15.3 Neither party will be liable to the other for any delay or failure to perform any obligation under these Terms (except for a failure to pay undisputed fees) if the delay or failure is due to events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a licence by a government agency.

15.4 You may assign or transfer these Terms with our prior written consent, which will not be unreasonably withheld. As an exception to the preceding, you may assign these Terms in their entirety to your successor resulting from a merger, acquisition, or sale of all or substantially all of your assets or shares, provided that you provide us with prompt written notice of the assignment and the assignee agrees in writing to assume all of your obligations under these Terms. Acting reasonably and without limiting your termination rights, we may assign our rights and obligations under these Terms (in whole or part) without your consent. We may also permit our Affiliates, agents, and contractors to exercise our rights or perform our obligations under these Terms, in which case we will remain responsible for their compliance with them.

15.5 Subject to our express agreement to the contrary, these Terms supersede all prior or contemporaneous oral or written communications, proposals and representations between you and us concerning WorkPro or any other subject matter covered by these Terms. No provision of any purchase order or other business form employed by you will supersede or supplement the terms and conditions of these Terms. Any such document relating to these Terms will be for administrative purposes only and will have no legal effect.

15.6 In these Terms, "including" (and its variants) means "including without limitation" (and its variants). Headings are for convenience only. If any provision of these Terms is void, invalid, unenforceable, or illegal, the other provisions will continue in full force and effect.

15.7 Nothing in these Terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and us or between you and any other user. You are solely responsible for resolving disputes between you, any other user, and Candidates.