

Work Pass eServices

Terms and conditions of use

Thank you for using Work Pass electronic services (eServices).

When you use Our eServices, You agree to be bound by the following terms and conditions (“Terms”). It is important that You read these Terms. If You do not agree to these Terms, please do not use Our eServices or any part of it.

| A | How We define the terms We use The key terms We use in this document have specific meanings. Refer to these definitions to understand what We mean. |
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| 1 | <p>Definitions:</p> <ul style="list-style-type: none">(a) “MOM”, “We”, “Our” or “Us” refer to the Ministry of Manpower.(b) “eServices” mean any electronic systems provided by MOM, that allow a person to perform work pass transactions online. E.g. EP eService, Work Permit (WP) Online.(c) “Organisation” is an entity that transacts on eServices. Some examples include:<ul style="list-style-type: none">I. a companyII. a partnershipIII. an associationIV. other organisations or body corporates(d) “eServices user”, “You” or “Your” means a person that accesses and uses Our eServices. Persons who access and use Our eServices on behalf of an Organisation include:<ul style="list-style-type: none">I. employees of an Organisation.II. agents and employees of the Organisation’s outsourced partners. These include agents of an employment agency (EA), immigration or relocation service providers.III. employees of service providers like clinics.IV. employees of other agencies authorised by Us to transact on Our eServices.(e) An “Account” gives a person an identity on Our eServices, enabling them to log in and use Our eServices.(f) eServices users who have an Account with Us are assigned specific roles by Organisations to transact on their behalf. These roles are:<ul style="list-style-type: none">I. “Administrator”, who can make work pass transactions for an Organisation, and is responsible for appointing and removing roles like “User”. An Administrator is assigned when an Account is created with Our eServices.II. “User”, who is assigned by the Administrator to make work pass transactions for an Organisation. |

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| | <p>(g) “Employer” refers to any person or Organisation who hires or wants to hire a Foreign employee.</p> <p>(h) “Foreign employee” refers to an employee who is not a Singaporean or Singapore Permanent Resident (PR).</p> <p>(i) “Singpass” refers to the Singapore Personal Access. It is a trusted digital identity for Singapore citizens and residents.</p> <p>(j) “Corppass” refers to the Singapore Corporate Access. It is the authorisation system for Organisations and entities.</p> |
| 2 | When We refer to a statutory law in this document, it includes the amendments and revisions to that statutory law. It also includes the statutory law’s subsidiary legislation, unless stated otherwise. |
| B | <p>Our services and how We manage Your data</p> <p>We may make changes to eServices and use Your information.</p> |
| 3 | You can access Our eServices to perform the available transactions. We may make changes to Our eServices from time to time which may affect You. You will be deemed to have agreed to such changes if You continue to use Our eServices. |
| 4 | <p>Information may be required when You use Our eServices to perform transactions. This includes personally identifiable data, for e.g., Your identity and contact information.</p> <p>(a) We may verify and share this information with other public agencies (refers to an Organ of State, Ministry, Government Department, or Statutory Board) and non-public agencies (refers to a person other than a public agency), unless prohibited by law.</p> <p>(b) We may use this information to contact You to participate in research activities like interviews, surveys, user testing, etc. This will help Us to improve Our policies, programmes, and services to serve You better. You will always be free to opt out of these activities if You prefer not to participate.</p> <p>(c) For Your convenience, We may also display to You data that You had previously supplied to Us or other public agencies. This will speed up the transaction and save You the trouble of repeating previous submissions. Should the data be out-of-date, please supply Us with the latest data. We will only retain the information We need to effectively deliver services to You or to enhance Your convenience in using Our eServices.</p> |
| 5 | We will endeavour to (a) secure all electronic transmissions and (b) keep Your information safe from unauthorised use. |
| 6 | We can reject any transactions submitted by You through Our eServices. |
| 7 | Our eServices may become unavailable during system maintenance. We will endeavour to announce it before the unavailability on Our website and eServices. |
| C | <p>Your responsibilities</p> <p>Use Our eServices responsibly. Additional terms apply to persons who have an Account with Us or who represent an Organisation (see sections C2-C4).</p> |
| C1 | <i>For persons using Our eServices (including those without eServices Account)</i> |
| 8 | You may need your Singpass to access Our eServices. You need not create a separate Account with Us for some eServices, e.g., Check work pass and application status. |

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| 9 | You are responsible for all transactions using Your Singpass. If You are aware that a transaction has been performed by another person using Your Singpass or if a person used Your Singpass without Your permission, You must contact Us immediately. If You suspect that Your Singpass has been misused, You must follow the guidance available on Singpass website to secure it. |
| 10 | You must only use Our eServices' for their intended purpose. The usage must be consistent with these Terms. |
| 11 | You must not attempt to breach the security of Our eServices. This includes: (a) logging in to a server or Account for unauthorised access to information (b) probing, scanning, or testing the vulnerability of Our eServices (c) breaching the security or authentication measures of Our eServices |
| C2 | <i>Additional Terms - For persons transacting for an Organisation with an eService account (e.g., Administrators or Users)</i> |
| 12 | Your Organisation must use Corppass to allow You to access Our eServices. Information related to Corppass and Singpass is available on the MOM website. |
| 13 | We will assess whether You can create an Account with Us to access Our eServices. We may not grant You access if We find You unsuitable. After We approve Your eServices account, You may transact for Your Organisation. |
| 14 | Only authorised persons can transact, retrieve, store, or send information on our eServices. |
| 15 | You must get consent from Foreign employees if You are performing transactions for them on Our eServices. You need to secure their consent in writing to perform the transactions on Our eServices. If requested by Us, you must provide Us with this consent within 3 working days. |
| 16 | When using Our eServices, make sure that any information entered is complete, accurate, true, and correct. Such information must also be consistent with any supporting documents. If You submit wrong information, take corrective action. You may need to amend and resubmit Your application and pay the application fee again. |
| 17 | You may submit documents to support transactions such as applications, issuances, or cancellations. For all pass types, You must keep the complete set of supporting documents submitted to Us. You must keep them for 3 years from the date of application. We may cancel the pass if You are unable to produce these supporting documents. You may have to bear the cost of sending the Foreign employee home. |
| 18 | If Your Organisation is an employment agency (EA), You must use your EA Account on Our eServices to transact for Your clients. |
| 19 | As an EA personnel, You must get written consent from an Employer, if You are performing transactions on their behalf. The consent must include the Employer's consent for Us to display to You the said employer's information on Our eServices. If requested by Us, You must send Us this consent within 3 working days. |
| C3 | <i>Additional Terms - For persons transacting for Organisations as Administrators</i> <i>These clauses apply to persons having Administrator roles on Our eServices</i> |

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| 20 | <p>Administrators bear the responsibility of overseeing the persons in their Organisations who access and use Our eServices.</p> <p>(a) An Administrator role must be held by a person who is a business owner, director, senior employee, or someone with the authority to oversee persons in his or her Organisation who accessing and using Our eServices.</p> <p>(b) Subject to subparagraph (a) above, an Administrator can add employees from his or her Organisation to Our eServices, and assign them eServices roles (e.g., Administrator, User), so that they can access and use Our eServices.</p> <p>(c) An Administrator can also remove, or update the contact details of, such persons accessing Our eServices if they no longer represent their Organisation or if their contact details have changed.</p> <p>(d) Each eServices Account must always have at least one assigned Administrator to ensure regular review and monitoring of persons that access Our eServices.</p> <p>(e) An Administrator must update Us if there is a change in persons from his or her Organisation assigned and authorised to use Our eServices (e.g., Administrator, User). An Administrator can go to 'Manage user access' page in Our 'EP eService' to make this change. For WP Online, an Administrator can go to 'Manage User Account- Add /Amend / Terminate Administrator' to make this change.</p> |
| C4 | <p><i>Additional Terms - For Organisations</i> <i>Corporations, partnerships, and other business organisations including EAs</i></p> |
| 21 | <p>We can limit the number of persons from Your Organisation who can access and use Our eServices. We can also bar any such assigned persons, if We in Our sole discretion find them unsuitable to access and use Our eServices.</p> |
| 22 | <p>We will send all official communications to Your Organisation's email address. You must update Us within 5 calendar days if You change Your Organisation's physical address, email address, phone number or other contact details. For EP eService, You can update these details at "Manage Organisation Profile" section. For WP Online, You should inform the Central Provident Fund Board.</p> |
| 23 | <p>If You intend to terminate, wind up, de-register or otherwise stop Your business operations, You must give Us written notice at least 14 calendar days before doing so. If You transfer Your business to another party or restructure Your business, You must also send Us a written notice, at least 14 calendar days before doing so. We will take 14 calendar days to effect such change. "Restructure" includes mergers, amalgamations or change in business structure such as from sole proprietorship to partnership.</p> |
| D | <p>Paying the fees and charges <i>How you can pay the fees and charges for some transactions in the eServices</i></p> |
| 24 | <p>You must pay fees and charges on time, as required in the eServices. Examples include administrative fees for work pass transactions, levy payments, etc. You can pay by any of the following methods, unless the transaction page states otherwise:</p> <p>(a) General Interbank Recurring Order (GIRO);</p> <p>(b) Credit card (Visa/Mastercard/Amex); or</p> <p>(c) eNets Debit.</p> |

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| 25 | Your Organisation may choose to pay Us by GIRO. Make sure that there are enough funds in Your Organisation's GIRO-linked bank account. For transactions with GIRO payments, the fees will be included in Your GIRO bill for the following month. We make GIRO deductions on the 17th of each month. If the 17th falls on a Saturday, Sunday, or Public Holiday, We will make the deduction on the next working day. |
| 26 | If You plan to end the GIRO arrangement, You must contact Us at least 14 calendar days before Your intended end date. |
| 27 | <p>You can view or print the GIRO bills from Our eServices.</p> <p>(a) For the EP eService and WP Online, this can be done on or after the 5th of every month. You must download and save all GIRO bills or payment receipts for Your record. These will only be available for 3 months from the payment date in EP eService or WP Online. We will not provide You with the monthly GIRO bills or payment receipts subsequently.</p> <p>(b) For the Check and Pay foreign worker levy eService, up to 15 months of levy bills will be displayed.</p> |
| 28 | We will refund You if We cause a payment error. You can contact Us for any errors in payment. |
| E | <p>eServices are Our intellectual property You can only Use Our eService content in the way We allow it</p> |
| 29 | You must obtain Our approval in writing before You can use any part of Our eServices' content. Such use includes reproducing, distributing, adapting, changing, republishing, displaying, or broadcasting. Our written approval is necessary, irrespective of the means and way You use Our content. You must only Use Our eServices in a way that does not infringe the intellectual property rights in the content of Our eServices. |
| F | <p>Disclaimer You agree to Our disclaimers when using eServices</p> |
| 30 | <p>You shall not be entitled to or make any claim against Us, or hold Us responsible or liable, for any loss, costs, expenses, or damages, related to Your use of Our eServices, including any claim arising from or in connection with Our negligence. Some examples include when:</p> <p>(a) You cannot access or are unable to use Our eServices.</p> <p>(b) You rely on any information provided in Our eServices.</p> <p>(c) You are unable to store, retrieve, or deliver any data or information through Our eServices.</p> <p>(d) You encounter any error, malfunction, omission, interruption, or delay in Our eServices.</p> <p>(e) You come across an infection of a computer virus, code, agent, program, or macro. These could be malicious, disruptive, or corrupting.</p> <p>(f) You perform any transactions or communicate through Our eServices. We are not liable for their authenticity, integrity, or confidentiality.</p> |
| 31 | <p>We do not guarantee, represent, or warrant that:</p> <p>(a) Our eServices will always be accessible or available.</p> <p>(b) Our eServices will be free from:</p> <ol style="list-style-type: none"> I. errors (including incomplete or inaccurate information) or defects; or II. viruses or other malicious, destructive, or corrupting code, agent, program, or macros. |

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| G | <p>Why We may refuse, suspend, restrict, and end Your access If You do not comply with laws or follow these Terms, We could limit Your eService access</p> |
| 32 | <p>We have the right to refuse, suspend, restrict, or terminate Your or Your Organisation’s access to Our eServices if:</p> <p>(a) You have given Us incomplete, inaccurate, false, incorrect, or inconsistent information;</p> <p>(b) You have any outstanding levies, fees, or overstaying fines. This includes unsuccessful GIRO deductions for use of the eServices;</p> <p>(c) there is no login to Your eServices’ Account(s) for 12 months. Regular login of at least once every 3 months is encouraged to ensure no irregular transactions take place.</p> <p>(d) Your Organisation does not have any “Administrators” or “Users”.</p> <p>(e) Your Organisation or entity is not operational or does not exist.</p> <p>(f) You do not give Us a timely update when there is any change in Your contact details such as physical address, email address or phone number.</p> <p>(g) You have breached any of these Terms;</p> <p>(h) You have failed to comply any of the following statutory laws and their subsidiary legislation:</p> <ol style="list-style-type: none"> I. The Employment Act 1968 II. The Employment of Foreign Manpower Act 1990 III. The Employment Agencies Act 1958 IV. The Immigration Act 1959 V. The Work Injury Compensation Act 2019; and VI. Any other relevant laws. <p>(i) Your Account is inactive.</p> <p>(j) You are bankrupt, or Your Organisation is insolvent (including the inability to pay debts as and when they fall due), wound up or dissolved.</p> |
| 33 | <p>If We terminate Your access to Our eServices, it does not affect Your or Our existing or accrued rights and liabilities prior to termination. This includes remedies any of Us may have against the other. We may restore a person’s access to Our eServices at Our sole discretion.</p> |
| H | <p>Assignment of agreement You need Our written consent if You assign these terms to another party</p> |
| 34 | <p>You must not assign Your benefits, or sub-contract or transfer Your obligations under these Terms without Our prior written consent.</p> |
| I | <p>Laws applicable for these Terms These terms follow Singapore law</p> |
| 35 | <p>The laws of the Republic of Singapore govern these Terms.</p> |
| J | <p>In case You need mediation Participate to resolve any disputes through mediation</p> |

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| 36 | If You have any dispute on or in connection with these Terms, You agree to resolve the dispute through mediation under the rules of the Singapore Mediation Centre before considering any other dispute resolution options. Should mediation fail, You irrevocably agree that the Singapore courts shall have exclusive jurisdiction to resolve any dispute on or in connection with these Terms. |
| 37 | If MOM issues You a notice of mediation, You must consent and take part in the mediation. |
| K | If We vary these terms Even when these terms change, You will be bound by them |
| 38 | MOM may revise these Terms from time to time by updating this page. By continuing to use the eServices, You agree to be bound by the updated Terms. |
| L | Indemnity You remain responsible (including indemnifying us) for Your use of Our eServices |
| 39 | If there is any action, claim, demand, or liability against us in connection with Your use of Our eServices, You will indemnify and hold MOM harmless from and against: <ul style="list-style-type: none"> a) any loss, costs, expenses, charges, or damages to any person; b) damage to property (real or personal); c) direct or indirect infringement of any intellectual property rights; and d) damages and costs arising from dispute resolution, including legal costs on a full indemnity basis. |