

EP Online/WP Online terms and conditions acknowledgement form

How to complete this form

- The declaration section below can only be acknowledged and signed by the following personnel:

| If your organisation is registered as a/an | To be signed by your |
|---|--|
| Employment agency | Key appointment holder |
| Sole proprietorship | Sole proprietor |
| Partnership | Partner |
| Private limited (Pte Ltd), Limited (Ltd) or Limited liability partnership | Employee of managerial level and above |

- Submit the completed acknowledgement form using iSubmit (www.mom.gov.sg/iSubmit). Select option 3 as the request type. Incomplete forms **will not** be processed.

Declaration by your organisation

- I have read and understood the terms and conditions for EP Online/WP Online and agree to be bound by them.
- I will ensure that all my EP Online/WP Online users read and understand the terms and conditions and agree to bind them to the terms and conditions. I agree to be responsible for their transactions done using EP Online/WP Online.
- I am aware that the Ministry of Manpower (MOM) may vary the terms and conditions and create new ones at any time. I am aware that the changes will take effect on the date specified in the notice. My EP Online/WP Online users and I will check the terms and conditions in the system periodically for any updates. I understand that if we continue to use EP Online/WP Online after the new terms and conditions have taken effect, we are deemed to have accepted the changes.
- If I breach any of the terms and conditions, I am aware that my organisation's EP Online/WP Online account may be suspended or terminated. The account suspension or termination will not affect MOM's right to take other actions against me or my organisation.

Declaration by company's authorised representative

I hereby declare that the information provided in this form is true and correct.

Name (as appears on NRIC/Passport):

NRIC number/FIN:

Designation:

Organisation's name:

Signature:

Date

(DD-MM-YYYY)

EP Online/WP Online user agreement

This agreement contains the terms and conditions which will bind customers of the EP Online and WP Online systems provided by the Ministry of Manpower.

1 Definition of terms

1.1 In this agreement, the following words and phrases will have the meanings assigned to them except where the context otherwise requires:

| | |
|--------------------------------|--|
| “MOM”, “We”, “Our” or “Us” | means Ministry of Manpower. |
| “EP Online” | means the electronic system designed for the provision of services in relation to all passes issued by MOM, including Employment Pass, S Pass, Training Employment Pass, Long Term Visit Pass, Dependant’s Pass and Letter of Consent. |
| “WP Online” | means the electronic system designed for the provision of services in relation to Work Permits. |
| “Services” | means the facilities provided through the EP Online or WP Online system. |
| “Customer”, “You” or “Your” | means the administrator or user of the EP Online or WP Online system, including a person or organisation, holding a CorpPass or SingPass ID. This comprises employees, agents and authorised users. |
| “SingPass ID” | means Singapore Personal Access ID assigned to the customer. |
| “CorpPass ID” | means Singapore Corporate Access ID assigned to the customer. |
| “CPFBoard” | means Central Provident Fund Board. |
| “Employer” | means any person or organisation employing or intending to employ a foreigner. |
| “Information” | means data, whether true or not, of an individual or organisation which allows the party to be identified from it, or together with other data that the customer is likely to have access to. |

1.2 Any reference to the legislation is deemed as reference to it as amended and revised from time to time and also includes its subsidiary legislation, unless otherwise specified.

2 Services to be provided

2.1 You will have access to the services in EP Online or WP Online to carry out any of the transactions provided by the system.

2.2 We may vary the services provided through EP Online and WP Online and will notify you of the variations by posting an announcement on EP Online or WP Online. We reserve the right to reject any transactions submitted by you through EP Online and WP Online.

- 2.3 We may verify and share the information retrieved, stored or transmitted through the services with any Government agencies as and when necessary to serve you in the most effective way, unless such sharing is prohibited by legislation. Your information will not be shared with non-Government entities, except where such entities are authorised to carry out specific duties relating to the services provided by the Government.
- 2.4 To speed up transactions, we may display information you have provided to us or other Government agencies. We will only retain information if it is necessary for us to serve you effectively.
- 2.5 To safeguard your information from unauthorised persons, we will secure all electronic transmission with appropriate security technology.

3 Closure of services for maintenance

- 3.1 We reserve the right to make EP Online and WP Online unavailable for system maintenance as and when necessary. We will take reasonable steps to notify you of the system unavailability by posting an announcement on our website, EP Online or WP Online. We will not be responsible for any damage or loss resulting from the system unavailability.

4 Purchase of compatible hardware and software

- 4.1 You need to buy, install and maintain your own hardware and software products for access to EP Online and WP Online.
- 4.2 Your hardware and software must meet the specifications prescribed in the 'Recommended PC Specification' and 'Technical Guidelines'. We reserve the right to change the prescribed specifications, and will notify you of these changes through an announcement on EP Online or WP Online.

5 Fees and charges

- 5.1 You must pay all fees and charges promptly. If there is any disagreement on the amount paid, you must inform us within 7 days from the statement date. If we decide in your favour, the excess amount will be refunded to you.
- 5.2 Payments must be made through GIRO (applicable to business employers and employment agencies) or other forms of electronic methods approved by us. For GIRO payments, you can view or print the bill from EP Online and WP Online from the 5th of every month. GIRO deductions will be made on the 17th of the month or the next working day if the 17th is a Saturday, Sunday or Public Holiday. You must ensure that you have sufficient funds in your GIRO bank account. If the GIRO deduction is unsuccessful, your access to EP Online and WP Online will be limited or suspended.
- 5.3 If you intend to terminate the GIRO bank account, you must notify us in writing at least 14 days before the termination date.
- 5.4 We may review and vary the charges and payment schedule under this agreement by posting an announcement on EP Online or WP Online.

6 Intellectual property

- 6.1 The contents of the EP Online and WP Online systems such as specifications, materials, programs, text, graphics, logos or trademarks developed by us and our authorised agents are protected by copyright, trademark and other forms of proprietary rights. These rights are owned by, licensed and controlled by us. No parts of EP Online and WP Online may be reproduced, distributed, adapted, modified, republished, displayed, broadcast or transmitted in any manner or by any means without our prior written consent. You must use the services in a manner that will not infringe these rights.

7 Change of address and contact details (For business employers and employment agencies)

| | Change of address | Change of contact details |
|--|--------------------------|----------------------------------|
| EP Online | You must notify MOM. | You must notify MOM. |
| WP Online | You must notify CPF B. | You must notify CPF B. |
| You must notify the respective Government agencies within 14 days of the change. | | |

8 Cessation of business (For business employers and employment agencies)

8.1 If you intend to cease business or are facing insolvency or bankruptcy proceedings, you must notify us in writing at least 14 days before such intent or proceedings are instituted.

9 EP Online and WP Online accounts

9.1 We have the right to decide whether you can log in to EP Online and WP Online using your CorpPass or SingPass. To change or reset the passwords for CorpPass and SingPass, you can refer to the CorpPass and SingPass websites for more information.

9.2 You must protect the secrecy of your CorpPass and SingPass IDs at all times and must not disclose to any person(s). You are responsible for all transactions done using your CorpPass or SingPass ID, regardless of whether you have authorised such use, and must bear all charges, losses or damages resulting from these transactions.

9.3 You must inform us immediately if an unauthorised transaction may be or has been done using your CorpPass or SingPass ID.

9.4 You must ensure that persons accessing EP Online and WP Online are authorised. You are responsible for terminating the person's access to EP Online or WP Online if the person is no longer authorised. We reserve the right to limit the number of administrators and users for all EP Online and WP Online accounts (applicable to business employers and employment agencies).

9.5 You are responsible for updating us of any changes to the administrators or users of the EP Online and WP Online accounts (applicable to business employers and employment agencies).

9.6 For business employers and employment agencies, we reserve the right to terminate the EP Online and WP Online accounts under any of these conditions:
 a) No regular logins to the accounts.
 b) Account does not have any administrators or users.
 c) The business entity is no longer operating or in existence.

9.7 We reserve the right not to grant access to EP Online and WP Online if you are assessed to be unsuitable to assume the responsibilities of an administrator or user.

9.8 We reserve the right to withdraw access to EP Online and WP Online immediately whenever you have contravened any of the following:

- a) The Employment Act (Chapter 91).
- b) The Employment of Foreign Manpower Act (Chapter 91A).
- c) The Employment Agencies Act (Chapter 92) or licensing conditions.
- d) The Foreign Employee Dormitories Act 2015.
- e) The Immigration Act (Chapter 133).
- f) The Work Injury Compensation Act (Chapter 354).
- g) The Workplace Safety and Health Act (Chapter 354A).
- h) The provisions of the terms and conditions for use of the EP Online and WP Online accounts. This includes being involved in transactions and activities which are inconsistent with the intent and purpose of the legislations and online account conditions.

10 Your responsibilities

- 10.1 Before you can retrieve, store or transmit the employer's or foreigner's information using the services, you must get their written consent for you to perform the transaction and to allow MOM to display their information. You must produce the written consent if MOM requests for it.
- 10.2 You must use the information retrieved, stored or transmitted through the services for its prescribed purpose.
- 10.3 You must take the necessary measures to prevent unauthorised access to the system. You must ensure that only your employees, agents and authorised users are allowed to transact, retrieve, store or transmit information through the EP Online and WP Online accounts for your business operations.
- 10.4 You must not retrieve, store or transmit information through EP Online and WP Online if you are not registered as an administrator or user of that account.
- 10.5 You must not use the services in EP Online and WP Online for any illegal purpose or in any other manner inconsistent with the terms and conditions of use.
- 10.6 If you are an employment agency licence holder, you must use the employment agency's EP Online and WP Online accounts to transact for your clients.
- 10.7 You must ensure that all information submitted through the services is complete, true, correct and consistent with the supporting documents. If you fail to do so, it will cause delay in the processing or rejection of your electronic submission. You are liable for all costs incurred due to the submission of false or incorrect information.
- 10.8 You must retain the complete set of documents used to support the application, issuance or cancellation of all passes for 3 years from the date of application. If you are unable to produce these documents to us when required, the passes may be cancelled and you will have to bear the cost of sending the foreigner home.
- 10.9 You and your employees, agents and authorised users must always comply with our instructions or directions, online guide and other documents on the use of EP Online and WP Online.
- 10.10 You must download and save or print all GIRO bills or payment receipts issued from the use of EP Online or WP Online. The bills and receipts will only be available in EP Online and WP Online for 3 months from the payment date. We will not provide you with the monthly GIRO bills or payment receipts.
- 10.11 You are prohibited from violating or attempting to violate the security of EP Online and WP Online including:
 - a) Accessing information or logging into a server or account which you are not authorised to access.
 - b) Attempting to probe, scan or test the vulnerability of EP Online and WP Online.
 - c) Breaching or attempting to breach the security or authentication measures of the system.

11 Disclaimer

- 11.1 While we take every care to provide the services, the Government disclaims all liabilities whatsoever for:
 - a) Any loss of or any inability to retrieve data or information however caused including non-delivery, misuse, misdelivery as a result of any interruption, suspension or termination of services.
 - b) Any inaccuracy in the information or resources available, received or transmitted through EP Online and WP Online.
 - c) Any malfunction, defect or error in the EP Online and WP Online systems.
 - d) Any delay or inability on our part in the provision of the services under this agreement because of any electronic, mechanical, system, data processing or telecommunication defect or failure, act of God, civil disturbance or any events outside our control.

Further, no guarantee is given that:

- a) EP Online and WP Online will always be accessible.
- b) EP Online and WP Online will be free from errors or defects.
- c) Any identified error will be corrected.
- d) EP Online and WP Online will be free from virus or other malicious, destructive or corrupting code, agent, program or macro.

We will not be responsible or liable for any direct, incidental or consequential damage or loss that may result from such errors, defects or harmful components.

12 Suspension of access to services

- 12.1 We will suspend access to the services if you have provided incomplete, false, incorrect or inconsistent information or breached any of the responsibilities under Clause 10. Wilful misrepresentation or submission of false information may result in prosecution. You will be held responsible and liable for any levies or charges incurred due to false or incorrect information.
- 12.2 We may suspend all or part of the services if you fail to make full payment of the fees and charges for the services. Non-payment of fees for either EP Online or WP Online may result in suspension of both accounts (if applicable). You will be required to pay the amount owed up till the day of suspension. Once this is done, we may choose to restore the services, in which case this agreement will resume.
- 12.3 We may suspend the services for up to a maximum period of 1 year or until the conclusion of any investigation, if we decide that you have infringed any of the following:
 - a) The Employment Act (Chapter 91).
 - b) The Employment of Foreign Manpower Act (Chapter 91A).
 - c) The Employment Agencies Act (Chapter 92) or licensing conditions.
 - d) The Foreign Employee Dormitories Act 2015.
 - e) The Immigration Act (Chapter 133).
 - f) The Work Injury Compensation Act (Chapter 354).
 - g) The Workplace Safety and Health Act (Chapter 354A).Alternatively, we can terminate this agreement as described under Clause 13.4.

13 Termination of agreement

- 13.1 MOM or the customer may terminate this agreement by giving 1 month's notice in writing.
- 13.2 Upon termination of the agreement for whatever reason, you cannot continue to use the services.
- 13.3 Termination of this agreement will not affect the accrued rights or liabilities of either party nor will any remedy which any party has against the other be affected.
- 13.4 We can also terminate this agreement immediately without any notice if you have done any of the following:
 - a) Ceased the business operations, or had the business declared as bankrupt or insolvent.
 - b) Breached the terms and conditions of this agreement.
 - c) Infringed the Employment Act (Chapter 91).
 - d) Infringed the Employment of Foreign Manpower Act (Chapter 91A).
 - e) Infringed the Employment Agencies Act (Chapter 92) or licensing conditions.
 - f) Infringed the Foreign Employee Dormitories Act 2015.
 - g) Infringed the Immigration Act (Chapter 133).
 - h) Infringed the Work Injury Compensation Act (Chapter 354).
 - i) Infringed the Workplace Safety and Health Act (Chapter 354A).

14 Assignment of agreement

- 14.1 You must not, without our prior written consent, sub-contract, transfer or assign this agreement or benefits or obligations or any part thereof, to any other party.

15 Applicable law

- 15.1 This agreement will be governed by the laws of the Republic of Singapore.
- 15.2 A person who is not a party to this agreement will not have rights under the Contracts (Rights of Third Parties) Act to enforce any term.
- 15.3 By accessing or using EP Online or WP Online, you agree that Singapore law (including without limitation the Electronic Transactions Act, Chapter 88) will govern such access and the services.

16 Mediation

- 16.1 In the event of any dispute, claim, question or disagreement arising from and relating to this agreement or the breach thereof, no party can proceed to litigation or any other forms of dispute resolution unless the parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre. A party who receives a notice for mediation from the other party must consent and participate in the mediation. Any failure to comply with this clause will be deemed as a breach of the agreement.

17 Variation

- 17.1 We may vary the terms and conditions of this agreement and create new terms and conditions at any time by notifying you of the changes. The changes will take effect on the date specified on the notice. If you continue to use the services after the specified time, you will be deemed to have accepted the changes. We will notify you of any changes via an announcement on EP Online or WP Online or in such manner as we deem appropriate.

18 Exclusion of liability

- 18.1 We will in no event be liable for any damage, loss or expense including without limitation, direct, special or consequential damage or economic loss arising from or in connection or referable to:
- a) Any access, the use or inability to access EP Online and WP Online or the services, or reliance on the information in EP Online and WP Online.
 - b) Any system, server or connection failure, error, omission, interruption or delay in transmission.
 - c) Any computer virus or other malicious, destructive or corrupting code, program or macro that may affect your computer equipment, program or other properties.

19 Indemnity

- 19.1 You agree not to hold us liable for any claim or legal action, resulting from the use of the services or breach of the terms and conditions of use.