

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) “eServices” mean any electronic systems provided by MOM, for e.g., Employment Pass (EP) Online, Work Permit (WP) Online, that allow users to perform work pass transactions online.(b) An “Account” represents your legal relationship with MOM. A “User Account” represents a User’s ability to log in and use our eServices. It provides a User’s identity on our eServices.(c) “MOM”, “We”, “Our” or “Us” refer to the Ministry of Manpower.(d) “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(e) “User”, “You” or “Your” means a person that accesses our eServices. You can perform or authorise transactions yourself. You can also do so on behalf of an Organisation. Users include:<ul style="list-style-type: none">I. for large Organisations undertaking multiple transactions on our eServices, their employees with “Assigned Employee Roles”. The Assigned Employee Roles include:<ul style="list-style-type: none">i. “Administrator” who manages the day-to-day usage of our eServices on behalf on an Organisation. An Administrator is appointed when an Account is created with our eServices.ii. “User” who is appointed by the Administrator to transact on all work pass matters for an Organisation.II. agents and employees of the Organisation’s outsourced partners. These include Employment Agents (EA).III. service providers like clinics and financial institutions.IV. other agencies authorised by Us.(f) “Employer” refers to any person or Organisation who hires or wants to hire a foreign employee.(g) “Foreign employee” refers to an employee who is not a Singaporean or Singapore PR.(h) “Singpass” refers to the Singapore Personal Access. It is a trusted digital identity for Singapore citizens and residents. Singpass gives convenient and secure access to online and in-person services. |

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| | (i) “Corppass” refers to the Singapore Corporate Access. It is the authorisation system for Organisations and entities. Corppass manages access to digital services for employees doing corporate transactions. |
| 2 | When we refer to a law in this document, it includes the amendments and revisions to that law. It also includes the law’s subsidiary legislation, unless stated otherwise. |
| B | Our services and how we manage your data We may make changes to eServices and use your information. |
| 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. We will notify you of such changes by announcing them on our eServices. |
| 4 | 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. <ul style="list-style-type: none"> (a) We may verify and share this information with other Government agencies (refers to an Organ of State, Ministry, Department, or Statutory Board) and non-Government entities (refers to a person other than a Government Agency) unless prohibited by law. (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. (c) For your convenience, we may also display to you data that you had previously supplied us or other Government 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 the latest data. We will only retain the information Government needs to effectively deliver services to you. |
| 5 | We will use appropriate technology to secure all electronic transmissions and 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 on the MOM website and on our eServices. |
| C | Your responsibilities Use our eServices responsibly. Additional terms apply to users who have an Account with us or who represent an Organisation (see sections C2-C3). |
| C1 | For individuals without eServices Account <i>Covers all users of eServices</i> |
| 8 | You may need your Singpass to transact through our eServices. You need not create a separate Account with us for such eServices. |
| 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’ information for their intended purpose. The usage must be consistent with these Terms. |

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| 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 individuals transacting for an Organisation</i> <i>Individuals with eServices Account – Administrators, or eService Users</i> |
| 12 | An Administrator has the authority to oversee eService Users in an Organisation. Such roles may be a business owner, director, a senior employee, or someone with the authority to oversee eService Users in an Organisation. An Administrator can add an Organisation's employees as Users of our eServices. They can also remove or update contact details of such Users. At least one Administrator must be appointed for each eServices Account at all times, to ensure regular review and monitoring of access of eService Users. |
| 13 | Subject to Clause 14 below, you may transact on behalf of your Organisation. Your Organisation must use Corppass to allow you to access our eServices. Information related to Corppass and Singpass is available on the MOM website. |
| 14 | 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. |
| 15 | Only authorised Users can retrieve, store, or send information on our eServices. |
| 16 | If you are performing transactions on the eServices on behalf of an employer or foreign employee, the employer will need to give you consent for the transactions. You need this consent in writing to perform the transactions or for us to display the said employer's information on our eServices. If requested by us, you must show us this consent within 3 working days. |
| 17 | You need to enter information into our eServices. Make sure that it is complete, accurate, true, and correct. It must also be consistent with any supporting documents. If you submit the wrong information, take corrective action. You may need to amend and re-submit your application and pay the application fee again. |
| 18 | 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 will have to bear the cost of sending the foreign employee home. |
| 19 | If your Organisation is an employment agency (EA), you must use your EA Account on our eServices to transact for your clients. |
| C3 | <i>Additional Terms - For Organisations</i> <i>Corporations, partnerships, and other business organisations including EAs</i> |
| 20 | You must approve the Users of our eServices for your Organisation. You must also remove their access if they no longer represent your Organisation. We can limit the number of Users for your Organisation. We can also bar the access of any User approved by you if we find him/her to be unsuitable. |
| 21 | You must update us if you change any Administrator or User of our eServices. You can go to eServices' 'Manage User Access' page to effect this change. |
| 22 | Tell us as soon as possible if you change your address or communication details like email and phone number. You can go to eServices' Account Management page. You can then update the "Organisation Profile" section. For WP Online, you should inform Central Provident Fund Board. |
| 23 | You must tell us, at least 14 days before, if you intend to stop your business. |

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| 24 | You must give MOM written notice if you transfer your business to another party or restructure your business. We will take 14 days to effect such change. Restructure includes mergers, amalgamations or change in business structure such as from sole proprietorship to partnership. |
| D | Paying the fees and charges How you can pay the fees and charges for some transactions in the eServices |
| 25 | You must pay fees and charges 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: <ul style="list-style-type: none"> (a) eNets Debit; (b) Credit card (VISA or MasterCard); or (c) GIRO. |
| 26 | Your Organisation may choose to pay us by GIRO. Make sure that there are enough funds in your Organisation's GIRO-linked bank account. 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. |
| 27 | You can view or print the bill from our eServices that you use. <ul style="list-style-type: none"> (a) For EP Online and WP Online, this can be done from 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 Online or WP Online. We will not provide you with the monthly GIRO bills or payment receipts subsequently. (b) For Check and Pay foreign worker levy eService, up to 15 months of levy bills will be displayed. |
| 28 | If you plan to end the GIRO arrangement, you must email or write to us at least 14 days before your intended end date. |
| 29 | You must pay all fees and charges on time. We will refund you if we cause a payment error. You can contact us for any errors in payment. |
| E | eServices are our intellectual property You can only use our eService content in the way we allow it |
| 30 | We have developed the content of our eServices. Some examples of this content are specifications, programmes, text, graphics, logos, and trademarks. We own and control the intellectual property rights in the content of our eServices. You shall 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 manner in which you use our content. You must only use our eServices in a way that does not affect the intellectual property rights in the content of our eServices. |
| F | Disclaimer You should understand our disclaimers when using eServices |

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| 31 | <p>You shall not 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. Some examples include when:</p> <ul style="list-style-type: none"> (a) you cannot access or are unable to use our eServices. (b) you rely on any information provided in our eServices. (c) you are unable to store, retrieve, or deliver any data or information through our eServices. (d) you encounter any error, malfunction, omission, interruption, or delay in our eServices. (e) you come across an infection of a computer virus, code, agent, program, or macro. These could be malicious, disruptive, or corrupting. (f) you perform any transactions or communicate through our eServices. We are not liable for their authenticity, integrity, or confidentiality. |
| 32 | <p>We do not guarantee, represent, or warrant that:</p> <ul style="list-style-type: none"> (a) our eServices will always be accessible or available. (b) our eServices will be free from: <ul 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. (c) We will correct such errors, defects, virus, codes, programs, or macros if brought to our attention. |
| 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> |
| 33 | <p>We have the right to refuse, suspend, restrict, or terminate your or your Organisation's access to our eServices if:</p> <ul style="list-style-type: none"> (a) you have given us incomplete, inaccurate, false, incorrect, or inconsistent information; (b) you have any outstanding levies, fees, or overstay fines. This also includes unsuccessful GIRO deductions; (c) there is no login to your eServices Accounts for 12 months. Regular login of at least once every 3 months is encouraged to ensure no irregular transactions take place. (d) your Account does not have any administrators or users. (e) your Organisation or entity is not operational, insolvent or does not exist. (f) you do not give us a timely update when there is any change in your communication details like email or phone number. (g) you have breached these Terms; (h) you have broken any of the following laws: <ul style="list-style-type: none"> I. The Employment Act (Chapter 91) II. The Employment of Foreign Manpower Act (Chapter 91A) and its regulations III. The Employment Agencies Act (Chapter 92) and its rules and licensing conditions IV. The Immigration Act (Chapter 133) and its regulations V. The Work Injury Compensation Act 2019 (Act 27 of 2019); and VI. Any other relevant laws. (i) your Account is inactive. (j) you are bankrupt, or your Organisation is insolvent, wound up or dissolved. |

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| 34 | If we terminate your access to our eservices, it does not affect your or our existing or accumulated rights and liabilities prior to termination. This includes remedies any of us may have against the other. We may restore a User's access when we deem it appropriate to do so. |
| H | Assignment of agreement You need our written consent if you assign these terms to another party |
| 35 | You must not assign your benefits, or sub-contract or transfer your obligations under this Terms without our prior written consent. |
| I | Laws applicable for these Terms These terms follow Singapore law |
| 36 | The laws of the Republic of Singapore govern these Terms. |
| J | In case you need mediation Participate to resolve any disputes through mediation |
| 37 | If you have any dispute in connection with these Terms, you agree to try and resolve the dispute through mediation. You must follow the rules of Singapore Mediation Centre before considering other options and agree that the Singapore courts shall have exclusive jurisdiction to resolve any dispute on these Terms. |
| 38 | 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 |
| 39 | MOM may revise these Terms from time to time by updating this page. By using 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 |
| 40 | If there is any action, claim, demand, or liability against us resulting from 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. |