

# FLEXIWORK EMPLOYER TERMS AND CONDITIONS

**Effective Date:** 11 January 2026

**Version:** 1.0

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## IMPORTANT - READ CAREFULLY

These Terms and Conditions ("Terms", "Agreement") govern your use of the FlexiWork platform as an Employer. By registering, posting Shifts, or using our services, you agree to be legally bound by these Terms.

**FlexiWork Pte. Ltd.** (UEN: 202550322H)

60 Paya Lebar Road, #06-28, Paya Lebar Square, Singapore 409051

Email: [employers@joinflexi.work](mailto:employers@joinflexi.work)

Website: [www.joinflexi.work](http://www.joinflexi.work)

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## 1. DEFINITIONS

**"Platform"** - FlexiWork's website, mobile applications, and services for connecting Employers with Workers for shift-based work

**"Employer" / "You"** - Individual or business entity using the Platform to post Shifts and engage Workers

**"Worker"** - Independent contractor registered on Platform to work Shifts

**"Shift"** - Single work assignment posted by Employer with defined date, time, location, tasks, and pay rate

**"Booking"** - Confirmed arrangement where Employer has selected a Worker for a Shift

**"Timesheet"** - Record of hours worked generated by Worker clock-in/clock-out

**"Escrow"** - Payment held by FlexiWork until Shift completion and Timesheet approval

**"Platform Fee"** - FlexiWork's service fee (15% of Worker Payment Amount, paid by Employer)

**"Worker Payment Amount"** - Total payment owed to Worker (hourly rate × hours worked)

**"Total Shift Cost"** - Worker Payment Amount + Platform Fee

"**CPF MediSave**" - Central Provident Fund MediSave contributions required under Singapore's Platform Workers Act 2024

"**WIC**" - Work Injury Compensation insurance required under Platform Workers Act 2024

"**Platform Workers Act**" - Platform Workers Act 2024 (Singapore) governing platform-based work arrangements

"**FlexiWork**", "**We**", "**Our**", "**Us**" - FlexiWork Pte. Ltd.

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## **2. NATURE OF PLATFORM AND RELATIONSHIP**

### **2.1 Platform Facilitator Role**

**FlexiWork is a technology platform** that connects Employers with Workers. We provide:

- Digital marketplace for posting and finding Shifts
- Scheduling and time-tracking tools
- Escrow payment processing
- Ratings and reviews system
- Training resources
- Dispute resolution support

**FlexiWork does NOT:**

- Employ Workers (they are independent contractors)
- Supervise or direct Workers during Shifts
- Control how you manage your workplace or Workers
- Guarantee Worker performance, attendance, or quality
- Provide staffing agency services or recruitment

### **2.2 Independent Contractor Relationship**

**Workers are Independent Contractors**, NOT your employees or FlexiWork's employees.

**You acknowledge:**

- Workers are NOT entitled to employment benefits (annual leave, sick leave, full CPF, Employment Act protections)
- Workers work on Shift-by-Shift basis with no ongoing obligations
- You have NO employer-employee relationship with Workers
- FlexiWork has NO employer-employee relationship with Workers

**Platform Workers Act Protections (Singapore):**

- Workers receive CPF MediSave contributions (employer portion, funded by you via Platform Fee)

- Workers covered by Work Injury Compensation (WIC) insurance (premium funded by you via Platform Fee)
- FlexiWork administers these mandatory contributions on your behalf

**Your Responsibilities:**

- You are responsible for workplace during Shifts (safety, supervision, task assignment)
- You must comply with all applicable laws (Workplace Safety & Health Act, employment law, anti-discrimination, licensing)
- You determine what work is done and how (within Shift scope)

### **2.3 No Agency or Partnership**

Nothing in this Agreement creates partnership, joint venture, agency, or employment relationship between you and FlexiWork or you and Workers.

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## **3. ELIGIBILITY AND REGISTRATION**

### **3.1 Who Can Use Platform as Employer**

**Individuals:**

- 18+ years old
- Singapore Citizen, Permanent Resident, or Employment Pass holder with legal right to engage workers
- Valid business registration (if operating as sole proprietor or business)

**Companies:**

- Validly registered in Singapore (or authorized to operate in Singapore)
- Current ACRA business registration
- Authorized representative with authority to bind company

### **3.2 Registration Requirements**

**You must provide:**

- Accurate business information (company name, UEN, address, industry)
- Authorized representative details (name, NRIC/passport, position, contact)
- Valid payment method (credit/debit card or bank account for Escrow funding)
- Business licenses or permits (if required for your industry - F&B license, retail license, etc.)

**Identity Verification:**

- SingPass authentication (for Singapore individuals/businesses) OR
- Manual verification (company documents, authorized rep NRIC, proof of authority)

**We reserve the right to:**

- Verify all information provided
- Request additional documentation
- Reject registration if incomplete, inaccurate, or suspicious
- Conduct background checks (business credit, regulatory violations, fraud history)

### **3.3 Account Security**

**You are responsible for:**

- Maintaining confidentiality of account credentials
- All activities under your account
- Immediately notifying us of unauthorized access (security@joinflexi.work)

**We are NOT liable for losses from unauthorized account use if you failed to maintain security.**

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## **4. POSTING SHIFTS AND WORKER SELECTION**

### **4.1 Shift Posting Requirements**

**Each Shift posting must include:**

- Date and time (start/end)
- Location (full address)
- Job description (tasks, responsibilities)
- Required skills/certifications (if any)
- Hourly pay rate (minimum SGD 12/hour for Singapore - our platform policy)
- Number of Workers needed
- Any special requirements (dress code, equipment to bring, language)

**Shift postings must be:**

- Accurate and complete
- Legal and compliant (no discrimination, no illegal work)
- Safe working conditions

**Prohibited Shift Content:**

- Illegal activities or services
- Discriminatory requirements (based on race, religion, gender, age, nationality unless bona fide occupational qualification)
- Unsafe or hazardous work without proper disclosures and certifications

- ✗ Sexual services, adult entertainment, gambling
- ✗ Misleading information (bait-and-switch)

#### **Consequences of Violations:**

- Shift removed immediately
- Account suspension or termination
- Legal liability for any harm caused

## **4.2 Escrow Funding**

**Before Shift is visible to Workers, you must fund Escrow:**

#### **Escrow Amount = Total Shift Cost**

- Total Shift Cost = (Hourly Rate × Estimated Hours × Number of Workers) + Platform Fee (15%)
- Platform Fee paid upfront to FlexiWork
- Worker Payment Amount held in Escrow until Timesheet approval

**If actual hours worked differ from estimate:**

- More hours: You must top-up Escrow within 24 hours of Timesheet submission
- Fewer hours: Excess refunded to you after Timesheet approval

#### **Payment Methods:**

- Credit/debit card (Visa, Mastercard, Amex)
- Bank transfer (for large or recurring Shifts)
- Payment held by licensed payment service provider (not FlexiWork directly)

## **4.3 Worker Selection and Booking**

**Worker Application Process:**

- Workers browse Shifts and apply
- You receive applications with Worker profiles (ratings, experience, certifications, availability)
- You select preferred Worker(s)
- Worker has 24 hours to confirm acceptance
- Upon confirmation, Booking is confirmed (binding for both parties)

**Selection Criteria:**

- You may select Workers based on qualifications, experience, ratings, availability
- You may NOT discriminate based on race, religion, gender, nationality, age (unless bona fide occupational qualification)

**We do NOT:**

- Guarantee Worker quality, performance, or suitability
  - Verify Worker claims about experience or skills (rely on ratings/reviews)
  - Make selection decisions for you
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## 5. SHIFT MANAGEMENT AND COMPLETION

### 5.1 Worker Attendance and Performance

#### Worker Obligations (Enforced by FlexiWork):

- Arrive on time (within 15 minutes of start time)
- Perform work competently and professionally
- Follow your reasonable instructions and workplace rules
- Clock in/out via Platform (generates Timesheet)

#### Your Obligations:

- Provide safe workplace (comply with Workplace Safety & Health Act)
- Brief Worker on tasks and expectations
- Supervise and direct Worker during Shift
- Treat Worker with respect (no harassment, discrimination, abuse)

#### If Worker No-Show or Serious Misconduct:

- Report to FlexiWork immediately: [employers@joinflexi.work](mailto:employers@joinflexi.work)
- We will investigate and take action (Worker account termination for no-shows)
- Escrow refunded to you in full

#### If Worker Performance Issues (Not Misconduct):

- Address directly with Worker during Shift (provide feedback, corrective guidance)
- Reflect in rating/review after Shift
- If Worker refuses to perform work: Contact FlexiWork for dispute resolution

#### Worker Cancellations:

- Worker may cancel with >24 hours notice (no penalty to you, full Escrow refund)
- Worker cancels within 24 hours: You receive cancellation compensation from Escrow:
  - 4-24 hours before: 2 hours pay at agreed rate
  - <4 hours before: 4 hours pay or full Shift payment (whichever less)

### 5.2 Your Cancellation Rights

#### You may cancel Booking:

#### More than 24 hours before Shift:

- Allowed (no penalty to you)
- Worker receives notification
- Full Escrow refunded to you (including Platform Fee)
- Worker may leave review mentioning cancellation

**Within 24 hours of Shift start:**

- Allowed but you owe Worker cancellation compensation:
  - 4-24 hours before: 2 hours pay at agreed rate
  - <4 hours before: 4 hours pay or full Shift payment (whichever less)
- Compensation paid automatically from Escrow
- Remaining Escrow refunded to you

**Frequent cancellations (>20% of your Bookings):**

- Account review
- May require larger Escrow deposits
- Possible account restrictions or suspension

**Force Majeure (natural disaster, pandemic, government lockdown, workplace emergency):**

- Either party may cancel without penalty
- Escrow refunded in full
- Must provide evidence (news reports, government notices)

**5.3 Timesheets and Hours Verification**

**Timesheet Generation:**

- Worker clocks in/out via Platform app (GPS-verified)
- Timesheet auto-generated showing: Date, clock-in time, clock-out time, total hours, breaks (if applicable)
- Worker submits Timesheet to you within 24 hours of Shift completion

**Your Responsibilities:**

- Review Timesheet for accuracy within 24 hours of submission
- **Approve** if correct (Worker gets paid), OR
- **Dispute** if incorrect (see Section 8)

**Auto-Approval:**

- If you do NOT respond within 24 hours, Timesheet auto-approved
- Payment released to Worker automatically
- You cannot dispute after auto-approval (unless fraud/system error)

**Disputing Hours:**

- If hours incorrect, click "Dispute" and provide explanation

- FlexiWork reviews evidence (clock-in/out data, GPS, messages, your explanation)
  - Determination typically within 3-5 business days
  - Decision is binding
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## 6. PAYMENT AND PLATFORM FEES

### 6.1 Platform Fee Structure

**Platform Fee: 15% of Worker Payment Amount**

**Calculation Example:**

- Worker works 8 hours at SGD 15/hour
- Worker Payment Amount =  $8 \times 15 = \text{SGD } 120$
- Platform Fee =  $120 \times 0.15 = \text{SGD } 18$
- **Total Shift Cost = SGD 138** (charged to you)

**Platform Fee Covers:**

- Platform technology and infrastructure
- Escrow payment processing
- CPF MediSave contributions for Workers (employer portion, as required by Platform Workers Act)
- Work Injury Compensation (WIC) insurance premiums
- Customer support and dispute resolution
- Ratings and reviews system
- Training resources (FlexiWork Academy)

**Platform Fee is NON-REFUNDABLE** (even if Shift cancelled by you or Worker, unless cancelled >24 hours in advance).

### 6.2 Payment Process

**Escrow-Based Payment:**

1. You fund Escrow when posting Shift (Total Shift Cost charged to your payment method)
2. Shift is posted and visible to Workers
3. Worker completes Shift and submits Timesheet
4. You approve Timesheet (or auto-approved after 24 hours)
5. Worker Payment Amount released from Escrow to Worker's bank account (1-3 business days)
6. Platform Fee retained by FlexiWork
7. Any excess Escrow refunded to you

**Direct Bank Transfer to Workers:**

- Workers receive payment via direct bank transfer (FAST/GIRO)
- No "wallet" system or stored balances
- Workers do NOT receive funds through FlexiWork (we process on their behalf)

#### **Tax and Invoicing:**

- GST charged on Platform Fee if you are GST-registered entity and FlexiWork is required to charge GST
- Invoice issued for each Shift (available in your account)
- Records maintained for 7 years (tax compliance)

### **6.3 Refunds and Chargebacks**

#### **Refund Scenarios:**

- Worker no-show: Full Escrow refund (including Platform Fee)
- Shift cancelled >24 hours in advance: Full Escrow refund (including Platform Fee)
- Shift cancelled <24 hours: Partial refund (after deducting Worker cancellation compensation and Platform Fee)
- Hours worked less than estimated: Excess Escrow refunded

#### **Refund Timeline:**

- Refunds processed within 5 business days
- Credited to original payment method (7-10 business days for bank transfers)

#### **Chargebacks:**

- If you initiate chargeback with your bank/card issuer without first attempting resolution with FlexiWork:
  - Account suspended immediately
  - We will contest chargeback (provide evidence to bank)
  - If chargeback successful: You still owe FlexiWork the disputed amount
  - Chargeback fees (SGD 50-100) charged to you
  - May result in account termination

#### **Proper Dispute Process:**

- Contact FlexiWork first: [disputes@joinflexi.work](mailto:disputes@joinflexi.work)
- Provide evidence and explanation
- Allow 5-10 business days for investigation and resolution
- If unresolved, THEN consider arbitration (see Section 14) - NOT chargeback

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## **7. PLATFORM WORKERS ACT COMPLIANCE (SINGAPORE)**

## 7.1 Mandatory Contributions for Singapore Workers

### CPF MediSave Contributions:

- FlexiWork remits CPF MediSave contributions (employer portion) for all Singapore Citizen/PR Workers
- Contribution rate and amounts determined by Platform Workers Act regulations (currently calculated as percentage of Worker earnings)
- Funded by you via Platform Fee
- FlexiWork submits monthly reports to CPF Board on your behalf
- You do NOT need to register with CPF or handle contributions directly

### Work Injury Compensation (WIC) Insurance:

- All Workers covered by WIC during Shifts (clock-in to clock-out + reasonable commute)
- Premium funded by you via Platform Fee
- FlexiWork holds policy and administers claims
- Workers file claims with FlexiWork, we coordinate with Ministry of Manpower (MOM)

### Records Retention:

- FlexiWork maintains records for 7 years (CPF contributions, WIC, earnings) as required by Platform Workers Act
- Available for MOM audits or Worker inquiries

### Your Obligations:

- Fund Escrow (which includes Platform Fee covering these mandatory costs)
- Comply with workplace safety laws (prevent injuries)
- Report workplace injuries to FlexiWork immediately: [safety@joinflexi.work](mailto:safety@joinflexi.work)

### Worker Status:

- Workers remain independent contractors (NOT employees)
- Platform Workers Act provides specific protections (CPF MediSave, WIC) without creating employment relationship
- No other employment benefits required (annual leave, sick leave, full CPF)

## 7.2 Tax and Compliance

### Your Tax Obligations:

- Worker payments are business expenses (tax-deductible)
- If you are GST-registered: GST may apply to Platform Fee (consult tax advisor)
- Maintain records of all Shift costs for tax filing

### Our Tax Obligations:

- FlexiWork reports Worker earnings to IRAS if required

- FlexiWork handles CPF reporting to CPF Board
- FlexiWork issues invoices for Platform Fees

**You are responsible for:**

- Your own tax compliance (income tax, GST if registered)
  - Proper business recordkeeping
  - Consulting tax advisor for your specific situation
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## **8. DISPUTE RESOLUTION WITH WORKERS**

### **8.1 Types of Disputes**

**Common Disputes:**

- Timesheet accuracy (hours worked)
- Worker performance or conduct
- Workplace incidents or injuries
- Payment issues
- Cancellations

### **8.2 Resolution Process**

**Step 1: Direct Communication (Mandatory First Step)**

- Communicate with Worker via Platform messaging (creates record)
- Attempt to resolve directly
- Give it 24-48 hours

**Step 2: Formal Dispute (If Unresolved)**

- Click "Raise Dispute" on the Shift
- Provide evidence (photos, messages, Timesheet data, witness statements)
- FlexiWork reviews and makes determination

**Step 3: FlexiWork Determination**

- We review evidence from both parties
- Make binding decision within 5-10 business days
- Escrow distributed per determination
- Decision is final (no appeal to FlexiWork)

**Step 4: Further Legal Recourse (If Desired)**

- Either party may pursue arbitration per Section 14
- Escrow distribution per FlexiWork's determination stands (arbitration can only address additional damages beyond Escrow)

**Dispute Resolution is FREE for you.**

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## **9. RATINGS, REVIEWS, AND REPUTATION**

### **9.1 Two-Way Rating System**

**You rate Workers after each Shift:**

- 1-5 stars
- Optional written review
- Criteria: Punctuality, work quality, professionalism, reliability

**Workers rate you:**

- 1-5 stars
- Optional written review
- Visible to all Workers (helps them decide whether to apply for your Shifts)

**Ratings are public and permanent** (unless removed for policy violations).

### **9.2 Review Guidelines**

**Your reviews must be:**

- Honest, factual, based on actual experience
- Relevant to work performance
- Professional (no profanity, personal attacks)

**Prohibited content:**

- Harassment, discrimination, hate speech
- Confidential business information
- Threats or intimidation
- False or defamatory statements
- Irrelevant complaints

**Consequences of violations:**

- Review removed
- Warning issued
- Account suspension (repeat violations)
- Legal liability (defamation, if false statements harm Worker)

### **9.3 Disputing Reviews**

**Workers may dispute your review if:**

- Contains false information
- Violates review guidelines
- Discriminatory or harassing

**You may dispute Worker's review of you for same reasons.**

**Dispute Process:**

- Click "Dispute Review"
  - Provide explanation and evidence
  - FlexiWork reviews within 5 business days
  - Decision: Remove review, edit review, or deny dispute
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## **10. WORKPLACE SAFETY AND INJURIES**

### **10.1 Your Safety Obligations**

**You are responsible for workplace safety during Shifts:**

**You must:**

- Comply with Workplace Safety & Health Act 2006 (Singapore)
- Provide safe workplace (free from hazards)
- Conduct risk assessments for work tasks
- Provide necessary safety equipment (PPE - gloves, helmets, non-slip shoes, etc.)
- Provide safety briefings before work begins
- Maintain safe equipment and facilities
- Respond promptly to safety concerns

**If Worker refuses unsafe work:**

- Do NOT penalize or retaliate
- Assess and address safety concern
- Worker may report to FlexiWork: [safety@joinflexi.work](mailto:safety@joinflexi.work)
- If legitimate safety issue: Worker still paid, no negative rating

### **10.2 Work Injury Compensation (WIC) Coverage**

**Workers are covered by WIC during Shifts:**

- Coverage period: Clock-in to clock-out + reasonable commute
- Covers: Medical expenses, temporary incapacity, permanent incapacity, death benefits
- Administered by Ministry of Manpower (MOM) under Platform Workers Act

**If Worker injured during Shift:**

1. Provide immediate assistance (first aid, call ambulance if serious)
2. Document incident (photos, witness statements, incident report)
3. Report to FlexiWork within 24 hours: [safety@joinflexi.work](mailto:safety@joinflexi.work)
4. Cooperate with investigation
5. Worker files WIC claim with FlexiWork, we submit to MOM

**Your Liability:**

- WIC covers most injury-related costs
- However, if injury caused by your negligence or WSHA violations: You may still be liable for additional damages (pain & suffering, losses beyond WIC limits)
- You may face regulatory penalties (MOM fines, prosecution for serious violations)

**Recommendations:**

- Maintain adequate business liability insurance
- Follow WSHA requirements strictly
- Document safety measures and training

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## **11. PROHIBITED CONDUCT AND ACCOUNT TERMINATION**

### **11.1 Prohibited Activities**

You may NOT:

**Circumvent Platform:**

- Arrange work with Workers outside Platform after connecting through FlexiWork (24-month restriction - see Section 11.2)
- Encourage Workers to work off-platform
- Share personal contact information for purpose of avoiding Platform Fees

**Fraudulent Activity:**

- Provide false information (identity, business registration, payment details)
- Manipulate ratings or reviews (fake reviews, incentivized positive reviews)
- Abuse Escrow or payment systems (chargebacks without legitimate dispute)

**Harassment or Discrimination:**

- Harass, abuse, threaten, or discriminate against Workers
- Sexual harassment or inappropriate conduct
- Violate Workers' rights

**Illegal Activities:**

- Post Shifts for illegal work
- Violate labor laws, safety laws, licensing requirements
- Use Platform for money laundering, terrorism financing, or other crimes

#### **Multiple Accounts:**

- Create multiple accounts to circumvent restrictions or fees
- Use fake identities

## **11.2 Anti-Circumvention Clause (24-Month Restriction)**

### **CRITICAL PROVISION:**

#### **If you connect with a Worker through FlexiWork, you may NOT:**

- Engage that Worker for any work outside the Platform
- Contract directly with that Worker (bypassing Platform)
- Hire that Worker as employee
- Refer that Worker to related businesses you own/control

**Restriction Period: 24 months** from first Booking with that Worker

#### **Applies to:**

- All Workers you book through FlexiWork
- All related entities you own or control
- All work (not just similar work - ANY work)

#### **Exceptions (Allowed):**

- Worker independently contacts you (without your solicitation)
- 24 months have passed since last Booking
- FlexiWork gives written permission (may charge buyout fee)

#### **If You Violate This Clause:**

- You owe FlexiWork liquidated damages: **300% of estimated Platform Fees** we would have earned over 24 months
- Calculation: (Average hourly rate × Average hours per month × 24 months × 15% Platform Fee × 300%)
- Example: Worker earning SGD 15/hour, 80 hours/month = SGD 1,200/month → Platform Fee SGD 180/month → 24 months = SGD 4,320 → **Liquidated Damages = SGD 12,960**
- PLUS: Immediate account termination, forfeiture of any Escrow, legal action for collection

#### **Why This Matters:**

- You are paying for access to our vetted Worker pool
- Circumvention undermines our business model

- This is standard marketplace provision (similar to recruitment agency fees)

**We will enforce this aggressively:**

- Monitor for circumvention (Worker reports, pattern analysis, follow-up surveys)
- Legal action to recover damages
- No exceptions or forgiveness

### **11.3 Account Suspension and Termination**

**FlexiWork may suspend or terminate your account immediately if you:**

- Violate these Terms (especially anti-circumvention, fraud, harassment)
- Engage in illegal activity
- Pose safety risk to Workers
- Have excessive disputes or chargebacks
- Provide false information

**Suspension:**

- Temporary (pending investigation)
- Cannot post new Shifts or access Platform
- Active Bookings may be cancelled (you owe cancellation compensation)

**Termination:**

- Permanent ban
- Cannot re-register
- Outstanding payments settled per Terms
- Escrow for incomplete Shifts refunded (minus any penalties owed)
- May forfeit Escrow if termination for fraud or serious violation

**No Refunds:**

- Platform Fees for completed Shifts are non-refundable
- No refund for account closure or termination

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## **12. INTELLECTUAL PROPERTY**

### **12.1 Platform Ownership**

**FlexiWork owns all rights to:**

- Platform software, code, design, logos, trademarks
- All content created by FlexiWork
- Data, analytics, algorithms

**You have limited license to:**

- Use Platform for legitimate business purposes per these Terms
- Access your account and data

**You may NOT:**

- Copy, modify, reverse-engineer Platform
- Use FlexiWork trademarks without permission
- Scrape data from Platform
- Create derivative works

## **12.2 Your Content**

**You retain ownership of:**

- Shift postings, descriptions, photos you upload
- Reviews you write
- Business information you provide

**By posting content, you grant FlexiWork license to:**

- Display your content on Platform
- Share with Workers (Shift postings, reviews)
- Use anonymized/aggregated data for analytics and improvement

**You represent that:**

- You own or have rights to content you post
- Your content does not infringe third-party intellectual property
- You have authority to grant this license

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## **13. DISCLAIMERS AND LIMITATION OF LIABILITY**

### **13.1 PLATFORM PROVIDED "AS IS"**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW:**

FlexiWork provides Platform **"AS IS"** and **"AS AVAILABLE"** without warranties of any kind, express or implied.

**We do NOT guarantee:**

- Platform will be uninterrupted, error-free, or secure
- Worker availability, quality, performance, or suitability
- Any specific results or outcomes
- Accuracy or reliability of Worker profiles, ratings, reviews

**You use Platform at your own risk.**

## **13.2 No Guarantee Regarding Workers**

**FlexiWork does NOT:**

- Guarantee Worker attendance, punctuality, or performance
- Verify Worker skills, experience, or qualifications (rely on ratings/reviews)
- Supervise or control Workers
- Ensure Workers comply with your instructions

**You are responsible for:**

- Evaluating Worker suitability based on profiles and ratings
- Supervising Workers during Shifts
- Managing Worker performance and conduct
- Ensuring work meets your standards

## **13.3 MAXIMUM LIABILITY CAP**

**FlexiWork's total aggregate liability to you for ALL claims arising from this Agreement, Platform, or any Shift SHALL NOT EXCEED the LESSER of:**

- (a) Total Platform Fees you paid in the **3 months** immediately preceding the claim; OR  
(b) **SGD 5,000**

**Example:** If you paid SGD 2,000 in Platform Fees over past 3 months, our maximum liability is SGD 2,000 (not SGD 5,000).

## **13.4 EXCLUSION OF Consequential Damages**

**FlexiWork is NOT liable for:**

- Indirect, incidental, special, consequential, or punitive damages
- Loss of profits, revenue, business opportunities
- Reputational harm or goodwill
- Business interruption
- Loss of data

**EVEN IF:**

- We were advised of possibility
- Damages were foreseeable
- Limited remedies fail of essential purpose

## **13.5 No Liability for Third Parties**

**FlexiWork is NOT liable for:**

- Worker actions, negligence, misconduct, illegal acts
- Worker injuries (covered by WIC; your liability for negligence)
- Customer complaints or claims against you
- Losses caused by Workers or third parties

**You must pursue claims against Workers or third parties directly** (we provide dispute resolution assistance but are not liable).

## 13.6 Indemnification

**You agree to indemnify and hold harmless FlexiWork from:**

- Claims by Workers (injuries, unpaid wages, discrimination, harassment)
- Claims by customers or third parties (arising from your business operations)
- Regulatory penalties or fines (WSHA violations, licensing issues)
- Your violation of these Terms or applicable laws
- Your negligence or misconduct

**You pay:**

- Legal fees, settlements, judgments, costs
- Including our legal defense costs

**Example:** If Worker sues you for workplace injury and names FlexiWork as co-defendant, you defend and indemnify us.

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# 14. DISPUTE RESOLUTION WITH FLEXIWORK

## 14.1 Disputes Covered

**This Section governs disputes BETWEEN YOU AND FLEXIWORK regarding:**

- These Terms interpretation
- Account suspension/termination
- Platform Fees or billing
- Platform functionality or access

**(For disputes with Workers, see Section 8)**

## 14.2 Mandatory Negotiation First

**Before arbitration, you MUST:**

- Send written notice to: [legal@joinflexi.work](mailto:legal@joinflexi.work)
- Include: Your name, account ID, detailed description of dispute, desired resolution
- Negotiate in good faith for 14 calendar days

- If resolved: Document settlement in writing (binding)

### 14.3 Binding Arbitration

**If negotiation fails, ALL disputes SHALL be resolved by arbitration (NOT court litigation).**

**Arbitration Institution:** Singapore International Arbitration Centre (SIAC)

**Rules:** SIAC Arbitration Rules (current version)

**Number of Arbitrators:** 1 (if claim ≤ SGD 250,000); 3 (if claim > SGD 250,000)

**Seat:** Singapore

**Language:** English

**Governing Law:** Laws of Republic of Singapore

**Arbitration is FINAL and BINDING:**

- Very limited grounds for appeal
- Enforceable in Singapore courts and internationally

**Costs:**

- Each party bears own legal fees (unless arbitrator awards costs)
- SIAC administrative fees split equally initially (may be reallocated in final award)

### 14.4 Class Action Waiver

**You agree:**

- Bring claims against FlexiWork ONLY in your individual capacity
- NOT as plaintiff or member in any class action, collective action, or representative proceeding
- Arbitrator may NOT consolidate claims or preside over class proceedings
- You WAIVE any right to participate in class action against FlexiWork

**If class action waiver found unenforceable:** Class claims must be brought in court (not arbitration).

### 14.5 Small Claims Court Exception

**Either party may bring individual claim in Singapore Small Claims Tribunals if:**

- Claim qualifies under Small Claims Tribunals Act (currently up to SGD 20,000)
- Brought in individual capacity (not class action)

### 14.6 Opt-Out Right (30-Day Window)

**If you do NOT wish to be bound by arbitration and class action waiver:**

**Send opt-out notice within 30 days of account creation:**

- Email: [legal@joinflexi.work](mailto:legal@joinflexi.work)
- Subject: "Arbitration Opt-Out"
- Include: Company name, UEN, statement: "I opt out of arbitration and class action waiver provisions"

**Effect:** Arbitration and class action waiver do NOT apply to you; disputes resolved in Singapore courts. All other Terms remain applicable.

**Cannot opt out after 30 days** (deadline is strict).

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## 15. GENERAL PROVISIONS

### 15.1 Governing Law

**This Agreement governed by laws of the Republic of Singapore.**

Applicable laws include: Contract Act, Electronic Transactions Act, Personal Data Protection Act, Payment Services Act, Workplace Safety & Health Act, Platform Workers Act 2024.

### 15.2 Entire Agreement

This Agreement (including Privacy Policy and referenced policies) constitutes entire agreement between you and FlexiWork, superseding all prior understandings.

### 15.3 Amendments

**FlexiWork may modify these Terms:**

- 30 days' advance notice for material changes (email + in-app notice)
- Updated Terms posted at: [www.joinflexi.work/employer-terms](http://www.joinflexi.work/employer-terms)
- Continued use after effective date = acceptance
- If you disagree: Stop using Platform and close account before effective date

### 15.4 Assignment

**You may NOT assign or transfer this Agreement without our written consent.**

**FlexiWork may assign** in connection with merger, acquisition, or sale of assets (notice provided).

### 15.5 Severability

If any provision invalid or unenforceable, that provision enforced to maximum extent possible; remaining provisions remain in full effect.

### 15.6 Waiver

Failure to enforce any provision does NOT waive right to enforce later. No waiver effective unless in writing signed by FlexiWork.

## **15.7 Force Majeure**

Neither party liable for failure to perform due to Force Majeure Events (natural disasters, pandemics, wars, government actions, infrastructure failures beyond control). Obligations resume when event ceases. Either party may terminate if Force Majeure continues >30 days.

## **15.8 Notices**

### **To FlexiWork:**

- Legal matters: legal@joinflexi.work
- General matters: employers@joinflexi.work
- Physical mail: FlexiWork Pte. Ltd., 60 Paya Lebar Road, #06-28, Paya Lebar Square, Singapore 409051

### **To You:**

- Email to registered email address
- In-app notifications

### **Deemed Received:**

- Email: 24 hours after transmission
- In-app: Immediately upon display

**Your responsibility:** Keep contact information current.

## **15.9 Survival**

Provisions that by nature should survive termination remain in effect: Anti-Circumvention (24-month restriction continues), Intellectual Property, Disclaimers, Limitation of Liability, Indemnification, Arbitration, Governing Law.

## **15.10 Relationship of Parties**

Nothing in this Agreement creates partnership, joint venture, agency, or employment relationship. You are an independent business engaging independent contractor Workers via our Platform.

## **15.11 Third-Party Rights**

No third party has right to enforce this Agreement under Contracts (Rights of Third Parties) Act 2001, except payment service providers and insurance providers (for relevant provisions).

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## 16. CONTACT INFORMATION

FlexiWork Pte. Ltd.

### Company Details:

- UEN: 202550322H
- Registered Address: 60 Paya Lebar Road, #06-28, Paya Lebar Square, Singapore 409051
- Website: [www.joinflexi.work](http://www.joinflexi.work)

### Contact Channels:

Purpose	Email	Hours
Employer Support	<a href="mailto:employers@joinflexi.work">employers@joinflexi.work</a>	Mon-Fri 9am-9pm
Technical Support	<a href="mailto:support@joinflexi.work">support@joinflexi.work</a>	Mon-Fri 9am-9pm
Payment Issues	<a href="mailto:payments@joinflexi.work">payments@joinflexi.work</a>	Mon-Fri 9am-6pm
Disputes with Workers	<a href="mailto:disputes@joinflexi.work">disputes@joinflexi.work</a>	Mon-Fri 9am-6pm
Safety Issues/Injuries	<a href="mailto:safety@joinflexi.work">safety@joinflexi.work</a>	24/7 (monitored)
Legal/Terms Questions	<a href="mailto:legal@joinflexi.work">legal@joinflexi.work</a>	Mon-Fri 9am-6pm
Security Issues	<a href="mailto:security@joinflexi.work">security@joinflexi.work</a>	24/7 (monitored)

### Response Times:

- General inquiries: Within 24 hours (business days)
- Urgent support: Within 4 hours
- Safety emergencies: Within 1 hour (24/7)

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## 17. ACKNOWLEDGMENT AND ACCEPTANCE

**BY CLICKING "I ACCEPT", CREATING AN ACCOUNT, POSTING A SHIFT, OR USING THE PLATFORM IN ANY WAY, YOU ACKNOWLEDGE AND AGREE THAT:**

### You Have Read and Understood:

- These Terms in their entirety
- You've had opportunity to seek legal advice
- You agree to be legally bound by these Terms

### **You Understand Key Provisions:**

- Workers are independent contractors, NOT employees
- Platform Workers Act protections (CPF MediSave, WIC) funded via Platform Fee
- Anti-Circumvention: No off-platform work with Workers for 24 months (300% liquidated damages if violated)
- Platform Fee: 15% of Worker Payment Amount, non-refundable
- Escrow-based payment process
- Your workplace safety obligations (WSHA compliance)
- Liability limitations (our maximum liability capped)
- Arbitration for disputes with FlexiWork

### **You Accept the Risks:**

- FlexiWork does NOT guarantee Worker performance, attendance, or quality
- You are responsible for evaluating and managing Workers
- You bear risks of workplace injuries (subject to WIC coverage and your liability for negligence)

### **You Will Comply:**

- These Terms and all FlexiWork policies
- All Singapore laws (labor, safety, tax, licensing)
- Workplace safety requirements
- Professional conduct standards

### **Critical Rules You Understand:**

- Anti-Circumvention strictly enforced (24 months, 300% damages)
- Platform Fee funds CPF MediSave and WIC (mandatory under Platform Workers Act)
- Escrow required before posting Shifts
- Timesheet auto-approved after 24 hours
- Ratings/reviews are public and permanent
- Account termination for Terms violations

### **Electronic Acceptance:**

- Has same legal effect as handwritten signature under Singapore law
- You're creating binding legal contract by accepting

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**LAST UPDATED:** 11 January 2026

**VERSION:** 1.0

**EFFECTIVE DATE:** 11 January 2026

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**END OF EMPLOYER TERMS AND CONDITIONS**

Questions? **Contact:** [employers@joinflexi.work](mailto:employers@joinflexi.work)

**Welcome to FlexiWork! Find reliable Workers, manage Shifts with ease.**