

1. Preamble

- 1.1. WorkerzDirect Sdn Bhd (Malaysia) (“WorkerzDirect”), its subsidiaries and/or affiliates are the operators of www.SwipeWorkers.com. Swipe Company Limited (Hong Kong) is the developer and owner of the Swipe platform, i.e. www.theswipecompany.com and www.SwipeWorkers.com (“Swipe”), SwipeWorkers mobile app (“SwipeApp”), Swipe portal (“Portal”), Swipe Account (“Account”) and any related product, consumer item and/or any electronic account incorporating its technology. WorkerzDirect, Swipe Company Limited, its subsidiaries and/or affiliates are hereinafter collectively known as “SwipeCo”, “we”, “us”, or “our”.
- 1.2. These additional Terms and Conditions supplement the general Terms and Conditions that the user has already accepted upon using the app and shall hereinafter be referred to as the “Policy”.

2. Employment Related Services

- 2.1. The Employer understands, agrees and accepts the payment terms as defined, to pay and entrust SwipeCo with the associated fees. SwipeCo will in turn pay the respective Vendor as stated in accordance to SwipeCo’s payment terms.
- 2.2. The Employer understands and agrees to execute the necessary actions, including but not limited to providing the required documentation, in a timely fashion to facilitate the hiring process. The Employer further agrees and accepts that failure to fulfil the obligations wherein the Employer is unable to proceed with the remaining hiring process will be deemed as a cancellation by the Employer.
- 2.3. The Employer shall not hold SwipeCo responsible for the failure of the Employee(s), and/or Vendors of SwipeWorkers and/or other third parties, including government authorities, involved in the hiring process, to fulfil their obligations in providing the services. The Employer further agrees to accept the cancellation and refund terms as stated below due to the failure of the Employee(s), and/or vendors, and/or other third parties of SwipeWorkers.
- 2.4. If there is any inconsistency between this Policy and the one provided by the Agency (where applicable), this version shall prevail.

3. Cancellations by the Employer

- 3.1. The Employer agrees and accepts the cancellations, refunds and adjustments in accordance with the policies and any terms, conditions, and policies that appear on this policy at the time of the applicable order. Employer(s) who want to cancel the hiring process or a scheduled booking appointment must do so through the cancellation process offered by SwipeApp. No party shall directly interact with another to cancel or otherwise initiate a cancellation or refund.
- 3.2. The Employer shall be permitted to cancel and/or amend the hiring process or appointment from within the SwipeApp or by contacting SwipeApp support team via email at support@swipeworkers.com, up to twenty-four (24) hours before the scheduled booking time on a working day. In the event the 24-hour period falls on a non-working day (i.e. weekends and/or public holidays), the cancellation must be made on the preceding working day.
- 3.3. If the Employer cancels within the period mentioned in 3.2, the Employer understands and agrees that there will be no refunds on the payment made. The Employer will be notified if extra payment is required, and the Employer agrees to make such payments to enable the hiring process to proceed.

- 3.4. Please note that only the following cancellation/amendment channels will be accepted:
 - Cancellation is made from within SwipeApp.
 - Emails sent between 9am to 5pm.
 - 3.5. Cancellation via all other channels, are not considered as official cancellation request and no refund will be provided. This includes, but not limited to, leaving comments on social media posts, telephone calls either to the SwipeApp support team or to interested employee(s)/candidate(s), direct messages to interested employee(s)/candidate(s), WhatsApp messages, SMSes.
 - 3.6. If the Employer is not present at the scheduled booked service location at the scheduled booking time, the transaction request will be considered as cancelled by the Employer and no refund will be provided. Extra payment may be required to reschedule the appointment.
 - 3.7. Frivolous cancellations will result in punitive actions, such as being barred from and reporting of the Employer's actions to the relevant authorities for blacklisting.
 - 3.8. The refund terms appear in Appendix A .
4. Cancellations by the Employee
 - 4.1. The Employee must accept cancellations, refunds and adjustments in accordance with the policies and any terms, conditions, and policies that appear on this policy at the time of the applicable order. An Employee who wishes to cancel the hiring process and/or a scheduled booking appointment must do so through the cancellation process offered by SwipeApp. No Party shall directly interact with another to cancel or otherwise initiate a cancellation.
 - 4.2. The Employee shall be permitted to cancel and/or amend the hiring process or the scheduled booking appointment from within the SwipeWorkers Mobile App (SwipeApp) or by contacting SwipeApp support team via email at support@swipeworkers.com, up to twenty-four (24) hours before the scheduled booking time on a working day. In the event the 24-hour period falls on a non-working day (i.e. weekends and/or public holidays), the cancellation must be made on the preceding working day.
 - 4.3. If the Employee cancels within the period stated in 4,2, the Employee understands and agrees that re-payment may be required and the re-payment will be charged to the Employee. The Employee will be notified and agrees to make such payment to proceed with the hiring.
 - 4.4. Frivolous cancellations will result in punitive actions, such as being barred from and reporting of the Employee's actions to the relevant authorities for blacklisting.
 - 4.5. Please note that only the following cancellation/amendment channels will be accepted:
 - Cancellation is made from within SwipeApp.
 - Emails sent between 9am to 5pm.
 - Request the respective Agency or Vendor to notify the SwipeApp support team.

- 4.6. Cancellation via all other channels, are not considered as official cancellation request. This includes, but not limited to, leaving comments on social media posts, telephone calls either to the SwipeApp support team, direct messages to interested employee(s)/candidate(s), WhatsApp messages, SMSes.,.
 - 4.7. If the Employee is not present at the scheduled booked service location at the scheduled booking time, the scheduled booking appointment will be considered as cancelled by the Employee. The Employee agrees that re-payment may be required to reschedule the appointment and the re-payment will be charged to the Employee. The Employee will be notified and agrees to make such payment to proceed with the hiring.
 - 4.8. If the Employee fails any application for documentation and/or the screening tests of the hiring process or remains uncontactable for a period of five (5) consecutive working days, it shall be deemed as a cancellation by the Employee.
5. Employee Replacement
- 5.1. Where applicable under the Agency's terms and conditions, an Agency may offer a replacement Employee in the event of Employee unavailability, abscondment and/or failure of medical screening in source and destination country. Upon notification of such an event, the affected hiring process shall be deemed to be terminated by the Employee (through the Agency). The refund process shall be executed as per Appendix A.
 - 5.2. The Employer has up to the whole subsequent calendar month to select another Employee from the employee list of that particular Agency only. If no suitable replacement is selected at the end of the one (1) month selection period, the Employer agrees to waive the replacement terms and not seek a replacement. No further refund shall be processed.
 - 5.3. Upon successful selection of a replacement Employee, the Employer shall initiate a new hiring process. The respective refund amount covered by the Agency's replacement terms shall then be refunded to the Employer after the Employer makes the full payment for the replacement hiring process.
6. User Dispute
- 6.1. Every User has a twenty-four (24) hour period following the completion of the transaction to inform SwipeApp support team if the booked services performed by the agency(ies)/vendor(s) of SwipeApp are of sub-par quality and/or were not performed.
 - 6.2. The SwipeApp support team shall investigate the complaint. If the SwipeApp support team finds that the complaint is valid, the said Agency(ies)/Vendor(s) understands and agrees to show its plans to rectify its performance to a reasonable standard, and provide documented proof to the SwipeApp support team.
 - 6.3. SwipeApp reserves the right to delay (until a resolution is reached), cancel, and/or reverse payment to the said Agency(ies)/Vendor(s). Additional payment may be charged to the Agency(ies)/Vendor(s) for the performance of any rectification services performed by SwipeApp in satisfaction of a user dispute.
7. Other Payments
- 7.1. In the event the Employee fails the Indonesian medical check-up, the hiring process will not begin.

- 7.2. In the event the Employer cancels the hiring process for any reason, the Employer agrees to terminate the hiring process and forfeit the Cancellation Deposit Fee.
- 7.3. The Cancellation Deposit Fee will be refunded to the Employer upon uploading of the valid Work Permit of the Employee on SwipeApp by the Employee..
- 7.4. The Security Deposit shall be kept by SwipeCo and utilised to pay for the Employee's salary in the event of the Employer defaults payment of the monthly salary. Utilisation of this fund shall be commenced by a court of law or a dispute resolution centre. SwipeCo shall not unilaterally activate the utilisation of this fund.
- 7.5. The Employer must provide necessary documentation, in accordance with the local laws, rules and regulations, for the completion of Employment Contract and/or maid abscondment when initiating for a refund. The Employer hereby understands that these laws, rules and regulations are subject to change from time to time by the Malaysian government.
- 7.6. The Security Deposit is only refunded upon completion of hiring contract or in the event of maid abscondment. The amount will be refunded in full, or remaining amount in the event The Security Deposit has been utilised in the manner described above.

Appendix A

1. Payment and Refund Terms

1.1. The payment terms by the Employer and refund terms to Employer shall be as follows:

- Full package fee payment for hiring by Employer after both Employer and Employee accept the Job Offer.
- After payment of package fee by Employer:
 - Forfeit 20% of the package fee in the event the Employee/Employer fails to proceed further with the hiring process.
 - Forfeit cancellation fee and 20% of the package fee in the event the Employer cancels.
- After Employee receives the visa:
 - Forfeit 50% of the package fee in the event the Employee/Employer fails to proceed further with the hiring process.
 - Forfeit cancellation fee and 50% of the package fee in the event the Employer cancels.
- After Employee is picked up at the Port of Entry of the destination country:
 - Forfeit 100% of the package fee in the event the Employee/Employer fails to proceed further with the hiring process.
 - Forfeit cancellation fee and 100% of the package fee in the event the Employer cancels.

1.2. In the following events, the hiring process will be terminated and deemed as a cancellation by the Employer:

- The Employee fails to obtain a passport.
- The Employee fails to obtain the Immigration Security Clearance (ISC).
- The Employee fails to obtain the Calling Visa and/or the Temporary Work Visa.
- The Employee fails the Malaysian medical check-up.

1.3. Refund(s) to the Employer shall take up to two (2) weeks to process and the monies will be refunded back to the payment source used by the Employer during the initial payment.

Appendix B

Applicable for Employer(s) who choose to hire under the **Zero (0) Agency fee** scheme.

1. The Employee who is attached to the Agency has obtained a personal loan to fund his/her own hiring process.
2. This loan is underwritten by the Agency.
3. The Employer hereby agrees as follows:
 - (a) To undertake the facilitation in the repayment of the loan by apportioning the Employee's salary to pay the loan instalment to the Agency according to the schedule determined by the Agency;
 - (b) To apportion necessary expenses to ensure prompt repayment of the loan to the Agency;
 - (c) To provide a copy of the official receipt with the detailed breakdown for the payment of the loan instalment to all relevant parties; and
 - (d) To be liable for any and all additional costs for the delay and/or failure of payment of the loan instalment due to no fault of the Employee.