

WORQ All-Access FLEX Pass — Terms & Conditions

Last updated on 2 October 2026

1. Product Description

- 1.1 The All-Access FLEX Pass ("FLEX Pass") is a prepaid monthly subscription entitling the Member to a fixed number of hot desk access days at any participating WORQ location ("**Outlet**"), subject to space availability, operational capacity and WORQ's applicable house rules.
- 1.2 Two subscription variants are offered:
 - **FLEX3**: RM90/month — 3 access days per billing cycle
 - **FLEX10**: RM290/month — 10 access days per billing cycle
- 1.3 The Member shall pay the following amounts in full upon making the first payment at checkout:
 - (a) the subscription fee applicable to the first month of the Member's selected subscription plan, being FLEX3 or FLEX10 (as the case may be);
 - (b) a refundable security deposit in an amount equivalent to one (1) month's subscription fee applicable to the Member's selected subscription variant, being RM90 for FLEX3 and RM290 for FLEX10 ("**Security Deposit**"). The Security Deposit is to be held by WORQ as security for due observance and performance by the Member of all the covenants, terms and conditions and/or stipulations contained in the Membership Agreement; and
 - (c) a one-time, non-refundable fee of RM20 for the issuance of a WORQ access card (the "**Access Card Fee**").
- 1.4 All prices are stated in Ringgit Malaysia (RM) and are inclusive of applicable taxes at checkout. WORQ reserves the right to revise the applicable fees for any future billing cycle by giving the Member at least 7 days' prior notice.

2. Eligibility & Account Registration

- 2.1 The FLEX Pass is available only to individuals aged 18 and above who have completed WORQ's member registration and identity verification process.
- 2.2 Each registered Member may maintain only one (1) FLEX Pass subscription. WORQ reserves the right to suspend and/or terminate any fraudulently created, duplicate or multiple accounts without refund or notice.

3. Scope of Access

3.1 Each access day entitles the Member access to the shared hot desk workspace at any eligible WORQ locations during the location's standard operating hours on that calendar day.

3.2 The Flex Pass does not include:

- Meeting Room bookings
- Event Space bookings
- Private Office bookings
- Printing, F&B, mailing services or other à la carte services

These may be purchased separately subject to availability, applicable charges and applicable terms of service.

3.3 Access is subject to real-time workspace and seating availability.

3.4 The FLEX Pass does not grant the Member any right to use any Outlet as its registered address, business address or mailing address, or in any incorporation documents, applications and/or licences.

3.5 The FLEX Pass shall in no way be construed so as to grant the Member any title, easement, lien, possession or related rights in our business, the Outlet or anything contained in our Outlet and creates no tenancy interest, leasehold estate, or other real property interest.

4. Day Allocation, Usage & Expiry

4.1 Each Access Day runs from 12:01 AM to 12:00 AM the following day. While the Outlet opens 24/7, first-time users must check in during standard office hours (Monday to Friday, 9am to 6pm, excluding weekends and public holidays) to collect their Pass Card. A non-refundable replacement fee applies to any lost, stolen or damaged access cards.

4.2 The Member's Access Day allocation resets at 12:01 AM on the first day of each billing cycle.

4.3 Any unused Access Days expire at the end of the applicable cycle and do not carry forward or roll over. Unused Access Days are not refundable, and cannot be exchanged for cash, credits, or other WORQ products under any circumstances.

4.4 An Access Day is deducted from the Member's allocation upon the Member's first check-in at an Outlet on that calendar day, regardless of duration of the Member's stay or departure.

4.5 Once the Member's Access Day allocation has been exhausted for the applicable billing cycle, any further access requires purchase of a Day Pass or Weekly Pass at the applicable standard rate.

5. Billing, Auto-Renewal & Payment Failure

5.1 The FLEX Pass is billed monthly in advance on a recurring basis using the payment method on file, and will automatically renew unless cancelled in accordance with Clause 7 herein.

5.2 If any payment remains unpaid when due, WORQ shall be entitled to suspend or terminate the Member's access until payment is received, without liability.

5.3 Any change to the Flex Pass (including a change between FLEX3 and FLEX10), or another WORQ membership tier will take effect from the next billing cycle. No mid-cycle proration or refund will be provided.

6. Non-Transferability

6.1 The FLEX Pass is personal to the named Member and shall not be shared, lent, borrowed, sold, sublet, licensed, assigned, transferred, duplicated, tampered with or otherwise altered, including by or for the Member's own use.

6.2 The Member is solely responsible for maintaining the security of its access credentials and/or physical pass. WORQ shall not be liable for any unauthorised use arising from a lost, stolen, shared or compromised access credential and/or pass. The Member must notify WORQ immediately upon becoming aware of any loss, theft or unauthorised use.

6.3 WORQ reserves the right to immediately cancel or suspend a FLEX Pass without refund if WORQ has reasonable grounds to believe that the FLEX Pass has been resold, transferred, duplicated or otherwise used in breach of these terms, or has been used fraudulently.

7. Cancellation & No Refund

7.1 The Member may cancel the automatic renewal of the subscription at any time through the WORQ Member Portal, provided that such cancellation is made and completed at least seven (7) days before the commencement of the next payment cycle. If the Member fails to cancel the automatic renewal within the prescribed period, the subscription shall automatically renew for the next billing cycle and the applicable subscription fee shall become due and payable and shall not be refundable. Any cancellation made in accordance with this clause shall take effect only at the end of the then-current paid billing cycle, and the Member shall continue to have access until the expiry of such billing cycle.

7.2 WORQ shall refund the Security Deposit to the Member, without interest, within twenty-one (21) days after the FLEX Pass is cancelled, provided that the Member has not breached these Terms, has no outstanding amounts payable to WORQ, and has returned the access card to WORQ. WORQ reserves the right to deduct from, apply or forfeit all or any part of the Security Deposit towards any outstanding amounts, costs, damages or losses arising from the Member's breach of these Terms, without prejudice to any other rights or remedies available to WORQ.

7.3 No refunds (whether in whole or in part), will be provided for unused Access Days, early cancellation, termination or non-usage during a paid billing cycle.

7.4 WORQ reserves the right to terminate a Member's FLEX Pass or refuse service immediately, without refund, compensation, or prior notice, in the event of any breach of these Terms, WORQ's House Rules, and/or the Fair Usage Policy (Clause 8 herein) or where the Member engages in conduct that is abusive, dangerous or disruptive to WORQ or its members and guests.

- 7.5 WORQ reserves the right to alter, reconfigure, renovate or temporarily or permanently close any Outlet for any reason, and shall not be liable for any loss, damage, cost or expense arising therefrom.

8. Fair Usage Policy

- 8.1 The FLEX Pass is intended strictly for individual professional use. WORQ may, at its sole and absolute discretion, limit, suspend, or decline to renew or continue a FLEX Pass where usage patterns indicate commercial resale, use of a single FLEX Pass by multiple persons, or use that materially impacts quiet use and enjoyment for other members.
- 8.2 The Member shall keep and maintain the Outlet (together with WORQ's furniture and fittings therein) in good, clean and tenantable condition (fair wear and tear excepted) and not to involve in illegal, immoral, offensive, harassment or inappropriate conduct and activities in the Outlet.
- 8.3 Members must comply with WORQ's House Rules (to be made available upon sign-up) at all WORQ locations.

9. Exclusion of Liability and Indemnification

- 9.1 The workspace and its services, facilities and infrastructure are provided strictly on an "as is" and "as available" basis, without any representation or warranty, express or implied, as to their condition, availability, suitability, fitness for purpose or performance.
- 9.2 WORQ shall not be liable for (i) accidents, happenings, personal injury or death, or loss of or damage to property within the Outlet and/or the building which the Outlet is located; (ii) occupier liability under common law; and (iii) interruption, suspension, cessation of services including without limitation lifts, electricity, utilities, water, air-conditioning, or internet. The Member acknowledges and agree that such services are provided by landlord, building management and/or third parties.
- 9.3 WORQ's aggregate liability is capped at total fees received from the Member, and shall have no liability for any indirect, consequential, or similar losses.
- 9.4 The Member shall indemnify WORQ from and against any and all claims, demands, actions, proceedings, fines, penalties, costs, expenses, liabilities, damages and losses arising out of (i) any act, omission, default, misconduct, carelessness, negligence, breach or non-performance by the Member or its directors, shareholders, employees, agents, guests or invitees, and/or (ii) any damage caused or occasioned to the building which the Outlet is located and/or the Outlet attributable to the acts, omissions or negligence of the Member and/or such persons.

10. Personal Data

- 10.1 By subscribing to the FLEX Pass, Member agrees and accepts the privacy notice published on WORQ's official website (<https://worq.space/privacy-policy/>) (as may be updated by WORQ from time to time) and it consented for WORQ and/or its respective holding companies, affiliates, associates, agents, or related corporations to use, process, disclose, transfer and/or to deal with

the Member's personal data (whether in electronic or other form and whether provided orally or in writing to WORQ) for the purposes stated in the aforesaid said privacy notice.

11. Amendments

- 11.1 WORQ shall have the absolute right to amend, vary, add or omit the terms and conditions at any time or from time to time as WORQ may deem fit, including the absolute right to suspend, withdraw or cancel the FLEX Pass without notice.

12. Governing Law

- 12.1 These Terms are governed by and construed in accordance with the laws of Malaysia, and disputes are subject to the exclusive jurisdiction of Malaysian courts.