

Coople Manage Terms & Conditions Switzerland

For the relation between individual staff (you) and Coople (Switzerland) Ltd. ("Coople") in the context of the pilot project ("Coople Manage"), where the Coople platform is used by you and your legal employer or contracting entity ("Company") to plan shifts, the following terms and conditions apply.

1. Purpose of Coople Manage

The Company will use the Coople Manage software for staff planning in particular to track working hours, to organize work shifts and to check the availability of staff members.

2. Special conditions for Coople Manage

2.1 The Company will share personal data of participating individual staff (you) with Coople, including: first name, last name, email address and mobile number. This data will be used to create personal profiles on the Coople platform, to manage assignments and to record working hours.

2.2 The contractual working relationship between you as an individual staff member and the Company will not be affected by Coople Manage. This means that the Company will continue to be responsible for all rights and obligations arising from the employment or other contractor relationship between you and the Company. With regards to Coople Manage, Coople will only act as a software provider. Therefore, **Coople will not be your legal employer in the context of Coople Manage.**

2.3 Salaries, other remunerations or fees will be paid by the Company according to the contract between the individual staff (you) and the Company. It is possible that salaries, remunerations or fees are not correctly displayed on the Coople platform. This has no legal effect and does not mean that the individual staff's (your) salaries, remunerations or fees have changed.

2.4 These terms govern the use of Coople Manage, a new product which is still under development. This means in particular that parts of the software are not yet fully functional. Please note that the platform possibly sends automated communication and documents such as emails, text messages or push notifications, which do not have any legal validity in the context of the Coople Manage project. Additionally, staff members might receive temporary employment contracts ("Einsatzverträge") from Coople attached to their assignment confirmations. These temporary employment contracts are not valid and have no legal effect for participating individual staff members in the context of Coople Manage. The Coople General Terms & Conditions (Website and App use, Privacy and Cookies Policy) do generally also apply to participating individual staff members, to the extent the terms are relevant and reasonable in the context of Coople Manage.

2.5 As part of Coople Manage, the staff (you) agrees to provide feedbacks to Coople regarding usability and feature scope of the software.

3 Coople marketplace

3.1 Within Coople Manage, the staff (you) will by default only receive job requests from the Company via the Coople software. If an individual staff member (including you) wants to receive additional job requests from other hirers, the staff member may also use the Coople app and website to access the Coople marketplace if this is permitted by the staff member's (your) agreement with the Company. Whilst working on these jobs, Coople will be your employer. Assignment contracts ("Einsatzverträge") that staff members receive in the context of their use and access of the Coople marketplace, are valid. Furthermore, in this context, the Coople General Terms & Conditions are fully applicable.

3.2 If a staff member (you) wants to use the Coople app and website to access the Coople marketplace, the staff member agrees to provide Coople with additional necessary personal data.