

# WEBSITE AND APP USE, PRIVACY AND COOKIES POLICY OF COOPLE

(Last update: 31.10.2018)

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## A. GENERAL CONDITIONS OF THE WEBSITE AND THE APP

### 1. The Coople-System

Coople is a recruitment and temporary staffing agency and holds the approval(s) required to operate as such.

Coople uses its website [www.coople.com](http://www.coople.com) (hereinafter “website”) and its Coople app (hereinafter “app”) to bring together workers (hereinafter “workers”, “users” or “you”) and client companies. For reasons of simplicity, this document uses the masculine form only, but this should be understood as referring to both genders. The bringing together of workers and client companies (“matching”) is performed using a highly automated process.

‘Agents’ serve to increase awareness of the website and the app and to support users in navigating and using the platform. Every agent has a personal identification number.

Use of the website or the app is free of charge for workers, client companies and agents.

By accessing the website or the app, the user indicates his agreement with these general terms and conditions of business (hereinafter ‘T&Cs’). By clicking the appropriate box when registering as a worker, client company or agent, the user expressly agrees to these T&Cs.

The provisions of the T&Cs not only apply to use of the website or the app, they also form an integral part of any contractual relationship with Coople.

#### 1.1. Other applicable terms

#### PRIVACY POLICY AND COOKIES POLICY

The following terms also apply to your use of this website or the app:

Our Privacy Policy (Part B) sets out the terms on which We process any personal data We collect from you or that you provide to Us. By using the website or the app, you consent to such processing and you warrant that all data provided by you is accurate.

Our Cookies Policy (Part C) sets out information about the cookies on the website or the app. By using the website or the app, the users, employees and client companies confirm that they comply with the terms of this policy.

## SERVICE TERMS

The following terms will also apply to the provision of Our services (where relevant):

Our General Terms of the Assignment Contract or users registered as workers (called “workers”) on the website or the app.

Our General Terms of the Temporary Employment Contract users registered as client companies (called “client companies”) on the website or the app.

(together, the “Service Terms”)

## **2. Who can use the website or the app and the services of Coople?**

### **2.1. In General**

The website and the app are intended solely for natural persons and legal entities, partnerships and corporate bodies with residence or registered office in Switzerland. The website and the app are not intended for persons who are subject to a legal order, which forbids the publication of or access to the website or the app, be it on the basis of the nationality of the person concerned, their place of residence or for other reasons. If one of those conditions is not met (anymore), then Coople can immediately block access to the website and the app without giving any reasons.

### **2.2. Specific Conditions for Workers**

When registering as a worker on the website or the app, the user himself is responsible for ensuring that he is in possession of all documents and permissions required to work in Switzerland. By accepting an offer of employment, the worker further confirms that he is in possession of either a Swiss passport or a type-C permanent residence permit, or holds a valid work permit at the time of the employment.

Should Coople establish that the above prerequisites have not been met despite statements to the contrary, the worker will be barred from the website and the app immediately and reported to the relevant authorities.

Coople must be informed immediately of any change in work status, and in particular of revocation or non-renewal of a work permit. In the event that the worker breaches this obligation to inform and/or reports for work without a valid work permit, he will be liable to pay Coople a contractual penalty of CHF 2,000.—. In either case, Coople reserves the right to claim for additional losses resulting from violations of these provisions.

### **2.3. Specific Conditions for Client Companies**

Users registering on the website or the app as client company must be headquartered in Switzerland. The client company undertakes to observe and abide by all Collective Labour Agreements (hereinafter ‘CLA’) applicable to his company.

The client company is obliged to comply with all employment legislation, the provisions of the Federal Act on Data Protection and other legislation applicable to his company, and hereby confirms that he is in possession of all necessary permits for his company.

In the event that the client company fails to provide details of coverage under a CLA, or if these details are inaccurate or incomplete, the client company will be liable to pay a contractual penalty to Coople of CHF 5,000.—.

Coogle reserves the right to claim for additional losses resulting from breaches of this obligation.

#### 2.4. Agents in Particular

An agent is either a worker of Coople or a representative of Coople. The appointed agent of Coople affirms that he has the required licence(s) for personnel recruitment, if he undertakes more than 10 recruitments per year.

The agents are obliged to treat all data and business secrets made available to them with care and to maintain strict confidentiality.

### 3. Registration of users

To be able to use the services of Coople on the website and/or the app, each user must first register on the website or the app. He will receive a user name and a password, which he must use for each login to the website or the app for identification purposes.

User name and password are to be kept carefully and not disclosed to any third party. Any damages resulting from the loss or third party knowledge of the user name and/or password are the user's responsibility alone. Any liability on the part of Coople is excluded.

Coogle is entitled to block, withdraw, shut down or alter all or part of the website and/or the app without prior notice. Coople accepts no liability for any periods during which the website or the app is unavailable for any reason.

Furthermore, Coople will not be held liable for damage caused by viruses or other malicious components as a result of use of the website, the app or of the server.

Users are responsible for taking all necessary measures to ensure they are able to access the website or the app. They are also responsible for ensuring that all individuals accessing the website or the app through their internet connection are aware of these conditions of use and of other applicable conditions of business, and that they also abide by these conditions.

Registered users may also take part in our recommendation program. If a user registers for this program he will be provided with a personal recommendation link, which he may forward to his contacts. Further details of this program and the applicable conditions are set out in a separate agreement concluded with the user.

#### 4. Registration of workers and client companies via the agent

A worker or a client company who registered on the website or the app due to the efforts of an agent, must without fail use the link sent by the agent at registration, which allows an identification of the agent.

Workers and client companies registered through an agent remain assigned to the same agent throughout the duration of their registration on the website and the app. A change of the worker or client company to another agent is only permissible if there is mutual consent between the worker or the client company on the one hand and the previous agent on the other hand, if there is a gross breach by the agent or for important reasons. Coople makes decisions about a change at its discretion after consultation with the affected parties.

The worker or the client company must inform Coople about the agent's violation via the contact form on the website or the app.

#### 5. Blocking access to the website or the app

##### 5.1. Principles

The users are obliged to answer all questions truthfully when registering as a worker, a client company or agent and to provide exclusively correct information. Coople reserves the right to make checks regarding accuracy.

If Coople should find out that untruthful or incorrect information has been given, the user's access to the website and the app is blocked and the contractual relationship shall be terminated as of the earliest possible date. In case of inaccurate or untrue information, Coople also reserves the right to take legal action, including the filing of criminal charges.

The users are variously encouraged by the Coople system both at registration and also subsequently, to upload / submit information or documents. The users are obliged to follow these prompts within the specified period or, if no time limit has been specified, within three working days. If the users do not respond after two reminders, this entitles Coople to block their access to the website and the app. The blocking counts at the same time as termination of the contractual relationship as of the earliest possible date.

The access to the website and the app is also blocked and the contractual relationship deemed to be terminated as of the earliest possible date, if a worker or a client company, at registration, does not use the link sent by the agent, although registering on the website or the app due to the efforts of the agent. However, the blocking and termination takes place only after consultation by Coople with all persons involved.

In addition Coople reserves the right at any time and at their discretion to block a user's access to the website and the app, namely for example, if Coople's reputation is at risk.

Claims for damages by a user, whose access to the website and the app has been blocked, are fully excluded.

## 5.2. Workers in Particular

A worker's access to the website and the app will be blocked particularly, if the worker displays unacceptable behaviour in the service of a client company, repeatedly disregards the instructions of the client company, offers no excuse for not attending a job or commits crimes outside of the service for a client company, which significantly reduce his recruitment capacity through Coople.

A worker's access to the website and the app can also be blocked by Coople, if his rating falls below a specified minimum.

## 5.3. Client companies in particular

The access of a client company to the website and the app is blocked in particular, if the client company cannot pay the invoices of Coople within the allotted time, if debt collection has been initiated against the client company or bankruptcy proceedings have been opened against it, or if the client company has applied for moratorium. Coople reserves the right at any time to obtain debt enforcement information about a client company.

The access to the website and the app for a client company can also be blocked by Coople, if his rating falls below a specified minimum.

## 5.4. Agents in particular

An agent's access to the website and the app is blocked particularly, if multiple workers or client companies, who are registered on the website and/or the app via the agent, repeatedly fail to comply with their obligations, namely attending a job or timely payment of Coople invoices.

## 6. Uploading content and contacting other users

### 6.1 Standard rules for posts by users

The standards set out in this section apply to your use of any feature that allows you to upload content to the website and the app and where you communicate with another user.

- a) your content and communications must:
  - (i) Be accurate (where they state facts);
  - (ii) Be genuinely held (where they state opinions);
  - (iii) Comply with applicable local, national or international law or regulation.
  
- b) Your content and communications must not:
  - (i) Contain any material which is defamatory of any person;
  - (ii) Contain any material which is obscene, offensive, hateful or inflammatory;
  - (iii) Promote sexually explicit material;
  - (iv) Promote violence;
  - (v) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - (vi) Infringe any copyright, database right or trade mark of any other person;
  - (vii) Be likely to deceive any person;
  - (viii) Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
  - (ix) Promote any illegal activity;
  - (x) Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

- (xi) Be likely to harass, upset, embarrass, alarm or annoy any other person;
  - (xii) Be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
  - (xiii) Give the impression that they emanate from us, if this is not the case;
  - (xiv) Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- c) In addition to (a) and (b) above, where you communicate with other users, you must not:
- (i) lie to or mislead other users;
  - (ii) distribute unsolicited or unauthorised advertising or promotional material, or any junk mail, spam, or chain letters;
  - (iii) contact other users for related purposes outside of the specific employment opportunity under discussion;
  - (iv) use personal information about other users, including but not limited to their names, email addresses, and postal addresses, except with their express consent.

(together, the “Standards”)

## 6.2 Your contents

You warrant that your use of any feature that allows you to upload content to the website and/or the app and/or communicate with other user complies with the Standards, and you will be liable to us and indemnify Us for any breach of that warranty.

Any content you upload to the website and/or the app if you are a worker may be viewed by client companies We match you with, and if you are a client company with workers We match you with. If you are a worker, you can preview what information can be viewed by a client company for the purpose of selecting a worker for an assignment. You retain all of your ownership rights in your content, but you grant Us a perpetual, worldwide, non-exclusive, royalty- free, transferable licence to use, store and copy that content and to distribute and make it available to third parties in accordance with the previous sentence.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the website and/or the app constitutes a violation of their intellectual property rights, or of their right to privacy.

You may not disclose another user’s information to any third party except as



required for the evaluation of employment of that user and subject to similar duties of confidence.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the website and/or the app.

We have the right to remove any posting you make on the website and/or the app if, in Our opinion, your post does not comply with the Standards.

The views expressed by other users on the website or the app do not represent Our views or values. You are solely responsible for securing and backing up your content.

## 7. Rating-system

For the purposes of quality assurance, Coople conducts a rating system, which is visible to every registered user.

Within three working days after completion of a job, the workers must rate the client company and vice versa, and comment for example on friendliness, punctuality, reliability and expertise. The rating criteria can be redefined at any time by Coople. The comments of the worker or the client company must be made conscientiously and correspond to the actual objective impression. If the user does not agree with a rating, he can, within five working days after entry of the ratings on the website or the app, raise an objection in writing to Coople stating the reasons why the given rating does not correspond to objective criteria. In this case, Coople will try to find a solution with the affected parties. If an objection is not made in good time, the rating is considered approved and confirmed.

## B. COOPLE PRIVACY POLICY

### 1. General information

Users of the website and/or the app are should note that, when they use the website or the app, user data is transmitted via a publicly accessible network. Although Coople and its users are located exclusively in Switzerland, Coople may use data outside of Switzerland or the European Economic Area (EEA). However, this use of data will only ever occur in compliance with this privacy policy (For further explanation, see section **5. INFORMATION WE MAY COLLECT ABOUT YOU**). It is not possible to guarantee that data transmitted over the Internet or via the website or the app is protected against attack. Communication between Coople and its users via email, SMS etc. is not encrypted. There is a risk of virus attacks and attacks by hackers. However, we do take such physical, electronic and procedural measures as

are commercially justifiable in order to protect your personal data in accordance with data protection legislation.

Coople recommends the use of anti-virus software and the latest browser versions at all times. Emails from unknown sources or unexpected email attachments should never be opened.

## **2. Protection of the internal data transfer**

Within Coople, personal data are transmitted and stored in a protected format. Coople takes all appropriate steps to prevent personal data being viewed by unauthorised third parties. The disclosure of data based on legal provisions remains reserved.

## **3. Data collection for statistical purposes**

Coople collects statistical data for the constant optimisation of the service. For example, data is collected on the number of hours worked per profession and industry, about the relationship between the number of working hours in relation to the number of workers and the number of jobs not carried out due to lack of workers. The data collected by Coople does not allow any conclusions to be drawn with regard to the individual user and is therefore not subject to the privacy policy

By law, Coople may only collect statistical data in anonymised form for the purposes of labour market analysis (Art. 18, para 2 Recruitment and Hiring of Services Act (*Arbeitsvermittlungsgesetz, AVG*)).

#### 4. Privacy policy

This privacy policy governs the collection and transfer of personal data on our website [www.coople.com](http://www.coople.com) (hereinafter “website”) or the Coople app (hereinafter “app”) and explains your rights as a user of the platform or as a worker regarding your personal data.

We are entitled to use the data that you have provided to us for the purposes of providing the recruitment and/or temporary employment services you have requested. This includes the inspection and provision of this data on behalf of potential and actual client companies and/or workers. We process some of your confidential personal data, including information on your nationality, your physical and mental health and any criminal offences that you have committed or are suspected of having committed.

Coople (Switzerland) Ltd undertakes, together with other Group members (hereinafter (‘we’, ‘our’ or ‘us’), to abide by data protection legislation.

By transmitting your data to us, you agree that it may be processed in accordance with this privacy policy. It is possible that, when collecting your personal data, we may provide you with further information on the specific intended use of this personal data and give you the opportunity to agree to, or to refuse, individual types of use.

This website and the app contain links to other third party websites. If you follow a link to any of those third party websites, please note that they have their own privacy policies and that We do not accept any responsibility or liability for their policies or processing of your personal information. Please check these policies before you submit any personal information to such third party websites.

This Privacy Policy is intended to explain our privacy practices and covers the following areas:

5. INFORMATION WE MAY COLLECT ABOUT YOU
6. USES MADE OF YOUR PERSONAL INFORMATION AND JUSTIFICATION OF USES
7. UPLOADING CONTENT
8. DISCLOSURE TO THIRD PARTIES AND JUSTIFICATION OF USES
9. TRANSMISSION, STORAGE AND SECURITY OF YOUR PERSONAL INFORMATION
10. YOUR RIGHTS AND CONTACTING US
11. COOKIES
12. CHANGES TO OUR PRIVACY POLICY AND/OR COOKIES POLICY

## 5. INFORMATION WE MAY COLLECT ABOUT YOU

### 5.1 We may collect and process the following SENSITIVE personal information about you:

Where you are a worker and where circumstances justify it, details about your nationality, your photograph, physical and mental health, [race, religion, trade union membership] and information regarding the commission or alleged commission by you of any offence.

### 5.2 We may collect and process the following other personal information about you

- a. Where you are a worker, as part of the on-boarding/registration process, your biographical details (including name, date of birth, gender), contact details including your postal and email address, telephone number and mobile serial number, CV details, your photograph (where you have uploaded one), your identification and eligibility to work in Switzerland such as your national social insurance number, passport and/or visa details, your rating data, interview details, mobility options, driving license category information, information about your tattoos and/or piercings, recommendations by former employers (where you have chosen to provide these), details regarding your qualifications as required by the service or as volunteered by you;
- b. Where you are a worker and where circumstances such as the type of role applied for or a client company that we are working with justify it, the results of criminal records or financial probity checks or other independent searches;
- c. Where you are a worker your bank details;
- d. Where you are a worker details relevant to any benefits that we may administer on your behalf for that purpose (such as statutory or contractual sick pay);
- e. Where you are the designated contact of the client company, as part of the on-boarding/registration process, your name, gender and contact details including email address;
- f. Information that you provide by filling in forms on the website or the app. This includes information provided at the time of registering to use our website and/or the app, using the services from the website or the app, posting material or requesting further services. We may also ask you for information when you report a problem with our website or the app;
- g. If you participate in our referral scheme and a new person registers to use Our services using your unique referral link, We will be able to match the unique referral link used to your user profile;

- h. If you contact Us, We may keep a record of that correspondence;
- i. We may also ask you to complete surveys that We use for research purposes, although you do not have to respond to them; and
- j. Details of your visits to the website or the app and information collected through cookies and other tracking technologies including, but not limited to, your IP address and domain name, your browser version and operating system also that of your smartphone, traffic data, location data, web logs, your screen content when using the app, such as your browsing and click-stream activity, session heatmaps as well as scrolls, and other communication data, and the resources that you access.
- k. Where you are a worker, We may also collect details relating to your next of kin in order to contact them in case of emergency. Please inform your nominated next of kin that we hold those details for this purpose.

## 6. USES MADE OF YOUR PERSONAL INFORMATION AND JUSTIFICATION OF USES

6.1 We may use your personal information in the following ways listed below. Use of personal information under the Swiss and EU data protection laws must be justified under one of a number of legal “grounds” and We are required to set out the ground in respect of each use in this policy.

These are the principle grounds that justify Our use of your information:

- a) Consent: where you have consented to Our use of your information (you are providing your explicit, informed, freely given consent, in relation to any such use and may withdraw your consent in the circumstances detailed below by notifying Us);
- b) Contract performance: where your information is necessary to enter into or perform our contract with you;
- c) Legal obligation: where We need to use your information to comply with Our legal obligations;
- d) Legitimate interests: where We use your information to achieve a legitimate interest and Our reasons for using it outweigh any prejudice to your data protection rights; and
- e) Legal claims: where your information is necessary for Us to defend, prosecute or make a claim against you or a third party.

We may use your personal information in the following ways. For each use, We note the grounds We use to justify each Use of your personal information:

- a) To connect you with workers or client companies (as applicable). This will be conducted via a largely automated matching process facilitated by an algorithm on the website or the app (hereinafter “the Application”). The Application seeks

to match you with workers or client companies (as applicable) by reference to the data you have provided to Us along with any criteria specified by the worker or client company (as applicable). This may result in decisions being made automatically. For example, decisions as to which client companies receive your profile in response to a job application. We ensure there are safeguards in place to protect your rights and freedoms and legitimate interests and you have the right to obtain human intervention and to contest any automated decisions made using the Application.

**Use justification:** contract performance, (to enable us to provide Our services to you);

- b) Where you are a worker, to assess your suitability for job roles and where appropriate, We may check your Right to Work statuses, criminal records or financial probity, employment reference and other qualifications through enquiries to former employers, educational and professional bodies, public or private references or other sources. You will be asked to consent to such enquiries before We or our agents undertake the search where your consent is necessary for Us to make such enquiries.

**Use justification:** legal obligation (to assess your right to work status), legitimate interests (to assess your suitability to work for us);

- c) Where you are a worker, to administer any relevant benefits on your behalf for (such as Statutory Sick Pay);

**Use justification:** contract performance, legal obligation;

- d) Where you are a client company, to conduct credit checks on you. We may disclose such information to third party credit reference agencies for the purposes of credit analysis (please see 8 below for further information)

**Use justification:** legal obligations, legitimate interests (to enable us to manage our risks)

- e) to carry out Our obligations arising from any contracts entered into between you and Us such as to make payments to you (where applicable)

**Use justification:** contract performance;

- f) to provide you with secure areas to post and modify your submissions to the website or the app and to enable you to share content with other users;

**Use justification:** contract performance, (to enable us to provide Our services to you);

- g) to provide you with promotional details of our services and/or details of discounts and special offers from our partners, where you have chosen to receive these (please see the section titled “Marketing” below)

**Use justification:** legitimate interests; consent where marketing relates to third party goods or services;

- h) to operate and manage our referral scheme including to administer incentives/commission to you

**Use justification:** legitimate interests (to enable us to provide Our services to you);

- i) to analyse it to develop Our services and systems and to understand Our users requirements;

**Use justification:** legitimate interests (to allow us to improve our services);

- j) to allow you to participate in interactive features of the website or the app;

**Use justification:** legitimate interests (to enable us to provide Our services to you); and

- k) to notify you about changes to our service.

**Use justification:** legitimate interests (to enable us to manage Our services).

- l) In order to send you important information by text message on your employment, such as information on the commencement of your employment, the exact date on which your salary will be paid and notification when the salary statement for your tax return will be sent out, etc.

**Use justification:** legal obligation (employer’s duty to inform; transfer of the salary statement), legitimate interests (to enable us to provide Our services).

## Marketing

6.2. We may use your information for marketing our own services to you such as by regularly sending you our newsletter by email or offers of employment by text message and, where required by law, We will ask for your consent at the time We collect your data to conduct any of these types of marketing.

**Use justification:** legitimate interests (to communicate to you any other of our services or products which may be of interest to you).

6.3 We may also use your information to send you details about special offers and discounts which are being provided by our selected business partners, and, where required by law, We will ask for your consent at the time We collect your data to conduct any of these types of marketing.

**Use justification:** consent (which can be withdrawn at any time- please see please see 10).

6.4 We will provide an option to unsubscribe or opt-out of further communication on any electronic marketing communication sent to you or you may opt out by contacting Us as set out in paragraph please see 10 below.

## 7. UPLOADING CONTENT

As part of the registration, you are required to upload your information onto the website or the app. Any information which you upload into your profile section of the website or the app will be visible to other registered users of the website or the app who may contact you via the contact details you provide. Therefore please do not upload any information that you do not want to be viewed by other users. We are not responsible for the use of that information by other users.

## 8. DISCLOSURES TO THIRD PARTIES AND JUSTIFICATION OF USES

8.1 Where you are a worker and have been matched to a client company, We will provide the client company with your personal information including your identity and suitability for the role for the purposes of providing you with work. The client company will be a data controller in its own right and shall ensure it processes any personal information relating to a worker in accordance with all applicable data protection laws and regulations. We shall not be liable for the acts and omissions of the client company in respect of their processing of such personal information. Workers should review any client companies' privacy policies to understand the ways in which client companies will process personal information.

Where you are the designated contact of a client company which has been matched to a worker, We will provide the worker with your personal information such as your identity and contact information. We may also permit selected third parties and agents to use your personal information, solely for the purposes set out in para. 6 above, who will be subject to obligations to process such information in compliance with the same safeguards that We deploy. This includes our group companies, cloud service providers and sub-contractors which We use for the operation of our services. A list of such third parties and agents can be reviewed on our website or the app.

**Use justification:** contract performance, legal obligation, legitimate interests (to enable Us to provide our services).

8.2 In the event that We (or a part thereof) are (i) subject to negotiations for the sale of its business or (ii) is sold to a third party or (iii) undergoes a reorganisation, you agree that any of your personal information which We hold may be transferred



to that re-organised entity or third party and used for the same purposes as set out in this policy or for the purpose of analysing any proposed sale or re-organisation. We will ensure that no more of your information is transferred than necessary.

**Use justification:** legal obligation, legal claims, legitimate interests (to cooperate with law enforcement and regulatory authorities).

8.3 We may disclose your personal information to third parties, the court service and/or regulators or law enforcement agencies in connection with proceedings or investigations anywhere in the world where compelled to do so. Where permitted, We will direct any such request to you or notify you before responding unless to do so would prejudice the prevention or detection of a crime.

**Use justification:** legal obligation, legal claims, legitimate interests (to cooperate with law enforcement and regulatory authorities).

8.4 Fraud Prevention and other checks. We and other organisations may also access and use your personal information to conduct credit checks and checks to prevent fraud. If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies.

**Use justification:** legal obligation, legal claims, legitimate interests (to assist with the prevention of fraud and to assess your risk profile).

8.5 Law enforcement agencies may access and use this information.

**Use justification:** legal obligation, legal claims, legitimate interests (to assist with the prevention of fraud)

## 9. TRANSMISSION, STORAGE AND SECURITY OF YOUR PERSONAL INFORMATION

### Security over the internet

9.1 No data transmission over the Internet, the website or the app can be guaranteed to be secure from intrusion. However, We maintain commercially reasonable physical, electronic and procedural safeguards to protect your personal information in accordance with data protection legislative requirements

9.2 All information you provide to Us is stored on our or our subcontractors/business partners (only as necessary for Us to perform our services and in accordance with 9. above) secure servers and accessed and used subject to our security policies and standards. Where We have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential and for complying with any other security procedures that We notify you of. We ask you not to share a password with anyone.

Any damage suffered as the result of the loss of a user name or password, or from its becoming known to third parties, must be borne exclusively by the user. Any liability on the part of Coople is excluded.

### Cross-border Disclosure

9.3 Employees of Coople or client companies outside of Switzerland or the European Economic Area (EEA) are permitted to access your personal data. Your personal data may be transferred outside of Switzerland or the EEA and/or stored at a location outside of Switzerland and/or the EEA, in which the applicable data protection standards may be lower than those in Switzerland and/or the EEA. However, we will apply the same data protection measures as applied within Switzerland or the EEA, irrespective of location and of whether the individual concerned is a worker of Coople or a client company.

The European Commission has recognised that Switzerland, where our parent company is based, guarantees the same protective measures as those set out in EEA data protection legislation at all times, meaning that no further measures are necessary when exporting personal data to or from the country. In countries that are not recognised in this way, we will ask for your permission to transfer your data, or we will transfer your data in accordance with the contractual conditions approved by the European Commission, which impose equivalent data protection obligations upon the recipient himself, unless we are entitled to make such transmissions without the relevant formalities according to applicable data protection legislation.

Please contact Us as set out in paragraph 10. below if you would like to see a copy of the specific safeguards applied to the export of your personal information.

### Restrictions regarding data storage

9.4 It should be noted that, from the moment that you accept an offer of employment and have completed an assignment for Coople, Coople is required by law to save and store the data associated with this assignment, including your personal data, and to retain this data for at least five years. We will also retain your data for other related and permitted purposes (for example, certain transaction data and correspondence may be stored until such time as the retention period applicable to the transaction has expired, or for as long as is necessary to fulfil regulatory obligations regarding the storage of such data). In the event that data is used for more than one purpose, we will retain this data until such time as the longest retention period expires, although we will no longer use this data for the purposes associated with shorter retention periods once these periods have expired.

We restrict access to your personal information to those persons who need to use it for the relevant purpose(s). Our retention periods are based on business needs and your information that is no longer needed is either irreversibly anonymised (and the anonymised information may be retained) or securely destroyed.

## 10. YOUR RIGHTS & CONTACTING US

Under the Federal Act on Data Protection and the General Data Protection Regulation (EU) 2016/679 you have the following rights in relation to your personal data. All of these rights can be exercised by contacting us at [info.ch@coople.com](mailto:info.ch@coople.com).

Whilst We encourage our customers to engage with Us in the event they have any concerns or complaints, you have the right to lodge a complaint to the Swiss supervisory authority such as the Federal Data Protection and Information Commissioner:

<https://www.edoeb.admin.ch/edoeb/de/home.html>.

## Marketing

10.1 You have the right to ask Us not to process your personal data for marketing purposes. We will inform you if We intend to use your data for such purposes or if We intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms We use to collect your data. You can also exercise the right at any time by contacting Us as set out in paragraph 10. below or by un-checking the relevant boxes on your user profile setting page on the website or change the notification settings in the app.

## Right of Access

10.2 You have the right to request that We provide you with a copy of your personal data free of charge. Whilst your account is active, you have access to all of your profile data which can be accessed at any time. The first copy you request of the personal data undergoing processing will be provided free of charge, but We may charge you an administration fee for any further copies. Repeated, excessive or manifestly unfounded requests will be subject to a reasonable fee to meet our costs in providing you with details of the personal information We hold about you, or we may refuse to act on such requests.

## Right of Rectification

10.3 We will use reasonable endeavours to ensure that your personal information is accurate. In order to assist Us with this, you should notify Us of any changes to the personal information that you have provided to Us by updating your details on your user profile settings page on the website or the app.

## Right to deletion

10.4 In certain circumstances you have the right to request that we delete all of your personal data, such as if processing of your data is based solely on agreement and there is no other legal basis, as described below, for such data processing on our part. It should be noted that, from the moment that you accept an offer of employment and have completed an assignment for Coople, Coople is required by law to save and store the data associated with this assignment, including your personal data, and to retain this data for at least five years.

You can deactivate your profile at any time either via the Application or via our support desk.

### Right to Restrict Processing

10.5 You have the right to ask us to restrict processing of your personal data in certain situations, for example during the period where We are verifying the accuracy of your personal data

### Right to Data Portability

10.6 You have the right to receive your personal data which you have provided to Us in a structured, commonly used and machine-readable format and have the right to transmit such data to another data controller in certain circumstances and where technically feasible. You can access all the profile information provided by you via the Application and download such information in [csv file format].

10.7 Asking us to stop processing your personal data or deleting your personal data will likely mean that you are no longer able to use Our services, or at least those aspects of Our services which require the processing of the types of personal data you have asked us to delete. This may lead to you being unable to seek work using Our services.

10.8 Where you request We rectify or erase your personal data or restrict any processing of such personal data, We may notify third parties to whom such personal data has been disclosed of such request. However, such third party may have the right to retain and continue to process such personal data in its own right, for example, any client companies which have received your personal data may need to retain it on lawful grounds without your consent.

### Contacting Us

10.9 Coople (Switzerland) Ltd with company registration number CHE-115.019.517 and with registered address at Hardturmstrasse 253, 8005 Zurich is responsible for and is the data controller in respect of your personal information processed by Us under this Privacy Policy.

Our data protection officer is Michael de Halpert.

10.10 We can be contacted in relation to your rights or any questions or complaints you may have in respect of this Privacy Policy or our processing of your personal information at the following addresses:

By email: [info.ch@coople.com](mailto:info.ch@coople.com) |

By phone: +41 44 554 50 00

## 11. COOKIES

Our website and app use cookies to distinguish you from other users of the website or the app. This allows Us to provide you with a good experience when you browse our website or use the app and also allows Us to improve our website and the app. For detailed information on the cookies We use and the purposes for which We use them, please see our Cookies Policy (Part C).

## 12. CHANGES TO OUR PRIVACY POLICY AND/OR COOKIES POLICY

We may change the content of the website or the app or services without notice, and consequently this Privacy Policy and/or Cookies Policy may change at any time in the future. We therefore encourage you to review it from time to time to stay informed of how We are using personal information.

## C. COOPLE COOKIES POLICY

### 1. CONSENT

By using this website [www.coople.com](http://www.coople.com) (hereinafter "website") and/or the Coople app (hereinafter "app") you consent to the use of cookies in accordance with this Cookies Policy. You will have seen a pop up to this effect on your first visit to this website or the app; although it will not usually appear on subsequent visits you may withdraw your consent at any time by following the instructions below.

### 2. DISABLING COOKIES

If you do not agree to the use of these cookies, please disable them by following the instructions for your browser set out here [link to <http://allaboutcookies.org>.] or use the automated disabling tools where available below. Please note that some of the services will not function so well if cookies are disabled.

Where the organisation setting the cookie provides an automated disabling tool in respect of its cookie(s) we list the name of that organisation, the category of cookies it sets together with a link to its automated disabling tool. In all other cases, we list the names of the cookies themselves and their source at the date of this Cookies policy so that you can easily identify and disable them if you want through your browser controls.

Some browsers make it possible for you to signal that you do not want your internet or app browsing activity to be tracked. Disabling tracking may interfere with your use of the website or the app and the services provided on the website or the app.

After your initial visit to the website or the app we may change the cookies we use. This cookies policy will always allow you to know who is placing cookies, for what purpose and give you the means to disable them so you should check it from time to time.

### 3. WHAT ARE COOKIES?

Cookies are text files containing small amounts of information which are downloaded to your device when you visit a website or use an app. Cookies are then sent back to the originating web domain on your subsequent visits to that domain. Most web pages contain elements from multiple web domains so when you visit the website or the app, your browser may receive cookies from several sources.

Cookies are useful because they allow a website or an app to recognise a user's device. Cookies allow you to navigate between pages efficiently, remember

preferences and generally improve the user experience. They can also be used to tailor advertising to your interests through tracking your browsing across websites.

Session cookies are deleted automatically when you close your browser and persistent cookies remain on your device after the browser is closed (for example to remember your user preferences when you return to the site).

#### 4. WHAT TYPES OF COOKIES DOES COOPLE USE?

We describe the categories of cookies Coople, its affiliates and its contractors use below

##### Strictly Necessary Cookies

These cookies are essential in order to enable you to move around the website or the app and use its features. Without these cookies, services you have asked for (such as navigating between pages) cannot be provided.

This website (full and mobile versions) and the app currently use the following strictly necessary cookies

Cookie Name	Source	Purpose	Further Information
JSESSIONID	Coople	This session cookie implements a Java technology which is essential for the operation of our websites and the app. It assigns an identification number to each visitor so they can navigate the site correctly.	Session cookie
PHPSESSID	Coople	This session cookie implements a PHP technology which is essential for the operation of our websites and the app. It assigns an identification number to each visitor so they can navigate the site correctly.	Session cookie
LOGGEDIN	Coople	This cookie is used to tell the browser if a user is currently logged in to the system. It is required to show correct navigation links depending on the login status of the user.	Session Cookie



cookiebar	Coople	This cookie tracks a user's Cookie Policy consent.	Persistent cookie
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## Performance-Cookies

We make use of analytic cookies to analyse how our visitors use our website or the app and to monitor website and app performance. This allows us to provide a high-quality experience by customising our offering and quickly identifying and fixing any issues that arise. For example, we might use performance cookies to keep track of which pages are most popular, which method of linking between pages is most effective, and to determine why some pages are receiving error messages. We might also use these cookies to highlight articles or site services that we think will be of interest to you based on your usage of the website or the app. The information collected by these cookies is not associated with your personal information by us or by our contractors.

The website (full and mobile versions) and the app currently use the following analytic cookies from Google Analytics.

Cookie Name	Source	Purpose	Further Information
ga	Google Analytics	This cookie is used to collect information about how visitors use our site. We use the information to compile reports and to help us improve our site or app. The cookie collects information in an anonymous form, including the number of visitors to the site or app, where visitors have come to the site from and the pages they visited.	<p>Click here for Google's privacy policy in respect of Google Analytics <a href="http://www.google.com/analytics/learn/privacy.html">http://www.google.com/analytics/learn/privacy.html</a></p> <p>You may opt out of tracking by Google Analytics by visiting <a href="https://tools.google.com/dlpage/gaoptout?hl=en-GB">https://tools.google.com/dlpage/gaoptout?hl=en-GB</a></p> <p>Persistent cookie</p>

We use Google Analytics and other tracking systems to track and analyze user behaviour and conversion rates. Such services set impersonal cookies onto our domain.

## Website and App Functionality Cookies

We make use of cookies to provide you with certain functionality. For example, to remember choices you make (such as your user name, language or the region you are in), or to recognise the platform from which you access the sites or the

app, and to provide enhanced and more personal features. These cookies are not used to track your browsing on other sites.

This website (full and mobile versions) or the app use the following functional cookies:

Cookie Name	Source	Purpose	Further Information
SFUserPrefs	Coople	This cookie enables us to store user preferences like language, the display format of the websites (mobile or classic version) or that of the app	Persistent cookie
AccountName	Coople	This cookie enables us to store information about the account name a user uses.	Persistent cookie
Coople_lp_id	Coople	This cookie is a navigation cookie to track which user type you are. Depending on your user role (worker or client Company, you are directed to the correct landing page.	Persistent cookie

### Advertising Cookies

This website and the app don't use advertising cookies

### Flash-Cookies

In addition to the above cookies, we may use Flash cookies, on our website or the app. These are used to enhance your user experience, for example, by storing your user preferences and settings, such as your volume/mute settings, and in connection with animated content on our website or the app. Flash Cookies are similar to browser cookies, but can store more complex data than simple text. By themselves, they cannot do anything to or with the data on your computer or mobile device. Like other cookies, they can only access personally identifiable information that you have provided on this website and/or app and cannot be accessed by other websites. To find out more about Flash cookies or how to disable them, please click here

<http://helpx.adobe.com/flash-player/kb/disable-local-shared-objects-flash.html>.

### HTML email web beacons

Our emails may contain a single, campaign-unique “web beacon pixel” to tell us whether our emails are opened and verify any clicks through to links within the email. We may use this information for purposes including determining which of our emails are more interesting to you, to query whether users who do not open our emails wish to continue receiving them. The pixel will be deleted when you delete the email. If you do not wish the pixel to be downloaded to your device, you should select to receive emails from us in plain text rather than HTML.

### Use of IP addresses and web logs

We may also use your IP address and browser type to help diagnose problems with our server, to administer our website or the app and to improve the service we offer to you. An IP address is a numeric code that identifies your computer or mobile device on the internet. Your IP address might also be used to gather broad demographic information.

We may perform IP lookups to determine which domain you are coming from (e.g. google.com) to more accurately gauge our users’ demographics.

Information from these types of cookies and technologies or about website or app usage is not combined with information about you from any other source.

None of the cookies or technologies that we use will personally identify you.

### 5. COOKIES POLICY DOES NOT COVER THIRD PARTY WEBSITES

Please note that this cookies policy does not apply to, and we are not responsible for, the privacy practices of third party websites which may be linked to this website.

### 6. CHANGES TO THE COOKIES POLICY

We may update this cookies policy and we would encourage you to review the policy from time to time to stay informed of how we are using cookies. This cookies policy was last updated on 31.10.2018.

## D. FINAL PROVISIONS

### 1. Recognition and scope of these terms and conditions

These terms and conditions (hereinafter "terms and conditions") are deemed to have been accepted by the user upon access to the website or the app. By ticking the box provided when registering as a worker, client company or agent the user explicitly acknowledges these terms and conditions.

The provisions of the general terms and conditions apply not only to the use of the website or the app, but form an integral part of any contractual relationship with Coople.

### 2. Intellectual property rights

All content contained or described in the website or the app such as services, information, images, documents, etc. belong exclusively and comprehensively to Coople. Unless expressly stated otherwise, in particular all copyright and other rights therein belong to Coople. The contents is freely usable. It is however prohibited to copy, change, link to, transmit or share any content of this website, the app or parts thereof, without first obtaining the express written consent of Coople.

### 3. Trademark law

"Coople" is a trademark registered in the Swiss trademark register

### 4. Warranty disclaimer

Coople is not liable for the functions offered on the website or the app being available error-free and without technical interruptions. Coople is also not liable for damage caused by any viruses or other harmful components as a result of the use of the website, the app or the server.

Coople rules out all liability for any damages or consequential damages resulting from the use or non-use of the website or the app. Coople is not liable for tampering caused to the computer system of the user through use of the Internet. Coople cannot be held liable in all other cases, as far as this is legally permissible.

### 5. References and links to other websites

The Coople website contains links to other websites. Coople has no influence on the content of these websites and is not responsible for their content. Connecting to these websites is done at your own risk.

### 6. Changes of these terms and conditions

Coople can change these terms and conditions at any time and will in any case publish the amended provisions adequately on the website and the app. If a user does not want to accept a change, he shall notify Coople of this in writing within ten days of its publication, otherwise the amended provision shall be deemed approved. With each login to the website or the app, the user accepts without reservation the currently valid version of these terms and conditions.

## 7. Severability

If any provision of these terms and conditions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

## 8. Inconsistency between terms

If there is an inconsistency between any of the provisions of these terms and conditions and the provisions of the Service Terms, the provisions of the Service Terms will prevail (unless stated otherwise).

## 9. Applicable law and court of jurisdiction

Only Swiss law is applicable. Court of jurisdiction is the headquarters of Coople, unless obliged by law to submit to a different court of jurisdiction.