



## Website and App Use, Privacy and Cookies Policy of Coople

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## A. COOPLE WEBSITE AND APP TERMS AND CONDITIONS

### A1 THE COOPLE SYSTEM AND INTRODUCTION TO THESE TERMS

Coople (UK) Limited (We, Our or Us) owns and/or controls the website at [www.coopple.com](http://www.coopple.com) and related domains (the URL) and its Coople app (hereinafter “App”). We bring workers and client companies together via the URL and the App. The bringing together of workers with client companies in respect of work assignments is largely automated (Matching) (Matching and the URL hereinafter together referred to as the Website). We are registered in England and Wales with company number 9402285 and registered office at 2nd Floor, Classic House, 174-180 Old Street, EC1V 9BP. These terms and conditions relate to your use of the Website and the App.

The client companies are referred to in the Service Terms (defined below) as “hirers”, and on the Website or the App as ‘employers’. This does not change the fact that workers (called “Cooplors” on the Website or the app) under the Service Terms will be engaged (but, for the avoidance of doubt, are not employed) by Us, which then seeks to obtain for workers suitable assignments with hirers.

The use of the Website or the App is free for workers and hirers.

By accessing the Website or the App, you confirm that you accept these terms and that you agree to comply with them. If you do not agree to these terms, please refrain from using the Website or the App.

### A2 OTHER APPLICABLE TERMS

#### A2.1 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 you confirm the terms of these policies.

#### A2.2 SERVICE TERMS

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

Our Terms of Engagement for Agency Workers or users registered as workers (called “Cooplors”) on the Website or the App.

Our Terms of Business for Hirers for the supply of Agency Workers users registered as hirers (called “Employers”) on the Website or the App.

(together, the “Service Terms”)

### A3 WHO CAN USE THE WEBSITE OR THE APP AND THE SERVICES OF COOPLE?

#### A3.1 IN GENERAL

The Website and the App are intended solely for natural persons and legal entities, partnerships and corporate bodies with a registered office in the United Kingdom. The Website and the App are not intended for persons who are subject to a legal order which forbids access to the Website or the App. If one of those conditions is not met, then We can refuse, or in respect of existing users immediately block, access to the Website and the App without giving any reasons.

#### A3.2 WORKERS (“COOPLERS”) IN PARTICULAR

A user who registers as a worker on the Website or App is responsible for having the necessary



documents and permits to be allowed to work in the United Kingdom. Should We determine that the aforementioned requirement is not met the worker may be blocked from the Website or the App.

### A3.3 HIRERS (“EMPLOYERS”) IN PARTICULAR

A user who registers on the Website or the App as a hirer must have a registered office in the United Kingdom. The hirer shall observe and comply with all employment, data protection and other laws applicable to its operations, and in its use of this Website or App and the hiring of workers through the Website or App. Hirers confirm that they have all necessary licences and comply with all laws and regulations applicable to the operation of their business. Hirers shall indemnify and hold Us harmless in relation to any losses, claims, injury, penalties or levies (and legal costs in dealing with the same) imposed on Us arising out of the acts or omissions of the hirer and/or its representatives including without limitation its employees.

## A4 ACCESS TO THE WEBSITE OR THE APP

### A4.1 ACCESS TO THE WEBSITE OR THE APP

We do not guarantee that the Website or the App, or any content on it, will always be available or be uninterrupted. Access to the Website or the App is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason the Website or the App is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to the Website or the App. You are also responsible for ensuring that all persons who access the Website or the App through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

A4.2 LAWFUL PURPOSE You may use the Website or the App only for lawful purposes. You may not use the Website or the App:

- a) In any way that breaches these terms, any applicable local, national or international law or regulation;
- b) To send, knowingly receive, upload, download, use or re-use any material which does not comply with these terms’
- c) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- d) To impersonate another person or create a false or misleading identity for the purpose of misleading others as to your identity, or to collect information about other users; or
- e) In any way that interferes with another user’s use and enjoyment of the Website or the App or in any other manner that could damage, disable, overburden or impair the Website or the App.

## A5 REGISTRATION OF USERS

To be able to use Our services on the Website or the App, you must first register on the Website or the App. You are obliged to input all data required when registering as a worker or a hirer in order to use the services and you warrant that such data is true, correct and accurate. We reserve the right to make checks regarding accuracy. You will receive a user name and a password, which must be used for each login to the Website or the App for the purpose of identification.

User names and passwords are to be kept carefully and not disclosed to any third party. Any damages resulting from the loss or third party knowledge of user names and/or passwords are the user’s responsibility alone. Any liability on Our part for the loss of a user name and/or password by a user is excluded.

Registered users can also participate in our referral scheme. If a user opts to participate in such scheme, the user will be provided with a unique referral link which users can choose to distribute to their contacts. Further details of this scheme, and the terms which govern it can be found separate terms agreed with such



users.

## A6 BLOCKING ACCESS TO THE WEBSITE OR THE APP

If We should find out that incorrect or inaccurate information has been given, the user's access to the Website and/or the App may be blocked, and the contractual relationship may be terminated with immediate effect. We also reserve the right to take legal action, including reporting a criminal offence where appropriate, with regard to the provision by users of incorrect or inaccurate information.

Users are variously requested by Our system both at registration and also subsequently, to upload and/or submit information or documents. Users are obliged to follow these prompts within the specified period or, if no time limit has been specified, within 3 working days. If users do not respond after two reminders, We may at Our sole and absolute discretion block their access to the Website and/or the App. If We exercise Our discretion in this regard, the blocking shall be deemed to be an end with immediate effect to the contractual relationship between the user and Us.

In addition and without prejudice to any other provision in these terms, We reserve the right at any time without prior notice or liability and at Our sole and absolute discretion to block a user's access to the Website and/or the App, and Our decision in this regard will be final.

We accept no responsibility for any losses caused to users arising out of access to the Website or the App being blocked and accordingly all liability is excluded.

## A7 UPLOADING CONTENT AND CONTACTING OTHER USERS

### A7.1 CONTENT STANDARDS

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 or belief, , disability, sexual orientation, gender reassignment, marriage and civil partnership, pregnancy and maternity, 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")

#### A7.2 YOUR CONTENT

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 hirers We match you with, and if you are a hirer with workers We match you with. If you are a worker, you can preview what information can be viewed by a hirer 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 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.



## A8 INTELLECTUAL PROPERTY RIGHTS

### A8.1 OWNERSHIP OF RIGHTS

Unless expressly stated otherwise, all content contained or described in the Website or the App such as services, information, images, documents, etc. and including copyright and other intellectual property rights, belongs exclusively and comprehensively to Us. Notwithstanding the foregoing, users agree to execute all such documents and do all such acts and things as We may reasonably require in order to assign any such rights to Us and to waive any moral rights that users acquire in or to the Website or the App. It is prohibited to copy, reproduce, crawl, frame, republish, download, print, post, distribute, re-post, broadcast, record, change, link to, deep link into transmit or share or distribute in any way any content of the Website, the App, or parts thereof without first obtaining Our express written consent.

### A8.2 TRADEMARK

“Coople is a trademark registered in the UK and EU trademark register with the following registration number: EU015090161.

## A9 DISCLAIMERS

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Website and App or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the use of the Website and/or the App. In particular, we will not be liable for:

- a) any loss of profits, loss of revenue, loss of use, loss of anticipated savings, loss of goodwill or loss of contracts or any loss arising from damaged, corrupted or lost data (in each case whether direct or indirect or consequential); or
- b) any indirect or consequential loss or damage.

Subject to the above, Our total liability to you in relation to the use of the Website and/or App whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, will be limited to £1,000.

We are not liable for the functions offered on the Website and/or the App being available error-free and without technical interruptions. We are also not liable for any loss or damage caused by any viruses, distributed denial-of-service attack or other harmful components as a result of the use of the Website, the App or the server. You are responsible for configuring your information technology, computer programmes and platform in order to access the Website and/or the App. You should use your own virus protection software.

We are not liable for tampering caused to the computer system of the user through use of the Internet and we do not warrant that functions, materials and information available on the Website or the App (and/or linked to the Website or the App) will be uninterrupted or error free or that defects will be corrected. We may suspend, withdraw, discontinue or change all or any part of the Website or the App without notice. We will not be liable if for any reason the Website or the App is unavailable at any time or for any period.

From time to time, we may send you special offers and discounts from Our selected third party partners (Partners) in accordance with our Privacy Policy (Part B). Any discounts or special offers that you receive from our Partners (whether directly from our Partners or through Us) are subject to change and availability. Partners remain fully responsible for all discounts and special offers. We are not responsible for and exclude all liability for the content of, your receipt of and your use of any discounts or special offers provided by Our Partners. Any queries relating to these offers should be directed to the individual Partner. Please refer



to the individual Partner's own terms and conditions for further details.

## A10 REFERENCES AND LINKS

### A10.1 REFERENCES AND LINKS TO OTHER WEBSITES

This Website or the App may contain links to other websites. We have no influence on the content of these websites and are not responsible for their content. Connecting to these websites is done at your own risk.

### A10.2 LINKING TO THIS WEBSITE OR THE APP

You may link to this Website or the App, provided you do so in a way that is fair and legal and does not damage Our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists. Links to this Website or the App do not imply that any linked site is authorised to use any of Our trademarks, trade names, brands, logos or copyright symbols or those of any of our affiliates or licensors. You must ensure that any links to this Website or the App which you create are from websites which comply with the Lawful Purposes set out in Section 4.2. You must not frame any portion or pages of this Website or the App on any other site. We reserve the right to withdraw linking permission without notice.

## A11 GENERAL

### A11.1 CHANGES OF THESE TERMS AND CONDITIONS

We may change these terms and conditions at any time. It will publish the amended provisions on the Website and the App. If a user does not want to accept a change, the user should notify Us of this in writing within ten days of publication of the change, otherwise the amended provision shall be deemed to have been agreed by the user. With each login to the Website or the App, the user accepts without reservation the currently valid version of these terms and conditions. If a user refuses to accept a change notified by Us, We reserve the right in Our sole and absolute discretion to block any further access to the Website and/or the App by the user.

### A11.2 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.

### A11.3 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).

### A11.4 APPLICABLE LAW AND COURT OF JURISDICTION

These terms and conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.





## B. COOPLE PRIVACY POLICY

Our storage and use of your information may at times take place outside the European Economic Area (always subject to the controls set out in our Privacy Policy). We may use the information you have given Us to provide the employment services you have requested which may include verification of the details you have provided and provision of those details to prospective and actual hirers or workers (as applicable) under the service. We process some sensitive personal data about you, such as details about your nationality, physical and mental health and information regarding the commission or alleged commission by you of any offence.

For further detail of how we use your information, please see our Privacy Policy below.

### Privacy Policy

Coople (UK) Limited, together with other members of its group (We, Our or Us) is committed to compliance with data protection laws and this policy (Privacy Policy) sets out Our personal information gathering and sharing practices for [www.coople.com](http://www.coople.com) (the Website) and the Coople app (the App) and the services it provides to you.

By submitting your information to Us, you agree to the processing set out in this Privacy Policy. Further notices highlighting certain uses We wish to make of your personal information together with the ability to opt in or out of selected uses may also be provided to you when We collect personal information from you.

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:

- B1. Information we may collect about you.
- B2. Uses made of your personal information and justification of uses.
- B3. Uploading content.
- B4. Disclosure to third parties and justification of uses.
- B5. Transmission, storage and security of your personal information.
- B6. Your rights and contacting Us.
- B7. Cookies.
- B8. Changes to our privacy policy and/or cookies policy B1 - INFORMATION WE MAY COLLECT ABOUT YOU.

#### B.1.1 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 and information regarding the commission or alleged commission by you of any offence.

#### B 1.2 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 the United Kingdom such as your national insurance number, passport and/or visa details, your rating data, interview details, mobility options, driving licence 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 hirer 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 Sick Pay);
- e) Where you are the designated contact of the hirer, 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 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.

B.1.3 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.

## B2 USES MADE OF YOUR PERSONAL INFORMATION AND JUSTIFICATION OF USES

B.2.1 We may use your personal information in the following ways listed below. Use of personal information under 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 hirers (as applicable). This will be conducted via a largely automated matching process facilitated by an algorithm on the Website (the Application). The Application seeks to match you with workers or hirers (as applicable) by reference to the data you have provided to Us along with any criteria specified by the worker or hirer (as applicable). This may result in decisions being made automatically. For example, decisions as to which hirers 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 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 hirer, 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 B.4.4 below for further information)  
**Use justification:** 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 on work assignments by text message.  
**Use justification:** legitimate interests (to enable us to provide Our services).

## Marketing

B.2.2 We may use your information for marketing our own services to you such as by regularly sending you our newsletter by email 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).

B.2.3 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 B.6.1).

B.2.4 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 B.6.5 below.

## B3 UPLOADING CONTENT

B.3.1 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.

## B4 DISCLOSURES TO THIRD PARTIES AND JUSTIFICATION OF USES

B.4.1 Where you are a worker and have been matched to a hirer, We will provide the hirer with your personal information including your identity and suitability for the role for the purposes of providing you with work. The hirer 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 hirer in respect of their processing of such personal information. Workers should review any hirers' privacy policies to understand the ways in which hirers will process personal information. Where you are the designated contact of a hirer 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 paragraph 2 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).

B.4.2 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).

**B.4.3** 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).

**B.4.4** 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).

**B.4.5** Law enforcement agencies may access and use this information.

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

## B5 TRANSMISSION, STORAGE AND SECURITY OF YOUR PERSONAL INFORMATION

### Security over the internet

**B.5.1** 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.

**B.5.2** 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 B4 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 and/or the App, 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.

### Export outside the EEA

**B.5.3** Your personal information may be accessed by staff or suppliers in, transferred to, and/or stored at, a destination outside the European Economic Area (EEA) in which data protection laws may be of a lower standard than in the EEA. Regardless of location or whether the person is an employee or contractor, We will impose the same data protection safeguards that We deploy inside the EEA.

Certain countries outside the EEA, such as Switzerland where our parent company is registered, have been approved by the European Commission as providing essentially equivalent protections to EEA data protection laws and therefore no additional safeguards are required to export personal information to these jurisdictions. In countries which have not had these approvals, We will either ask for your consent to the transfer or transfer it subject to European Commission approved contractual terms that impose equivalent data protection obligations directly on the recipient unless we are permitted under applicable data protection



law to make such transfers without such formalities.

Please contact Us as set out in paragraph B.6.5 below if you would like to see a copy of the specific safeguards applied to the export of your personal information.

### Storage limits

B.5.4 We will retain your personal information for as long as is necessary for the processing purpose for which it was collected and store it for 6 years after you stop using Our services, or for any other permitted linked purpose (for example, certain transaction details and correspondence may be retained until the time limit for claims in respect of the transaction has expired or in order to comply with regulatory requirements regarding the retention of such data). So if information is used for two purposes We will retain it until the purpose with the latest period expires; but We will stop using it for the purpose with a shorter period when that period expires.

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.

## B6 YOUR RIGHTS & CONTACTING US

Under the General Data Protection Regulation (EU) 2017/679 you have the following rights in relation to your personal data. All of these rights can be exercised by contacting us at [info@coople.com](mailto:info@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 a supervisory authority such as the Information Commissioner's Office in the UK (see [www.ico.org.uk](http://www.ico.org.uk)).

### Marketing

B.6.1 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 5.6.5 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:

B.6.2 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:

B.6.3 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 Erasure:

B.6.4 You have the right to ask us to delete all of your personal data in certain situations, for



example where processing is based solely on consent and We have no other legal ground for such processing. You can deactivate your profile at any time either via the Application or via our support desk.

#### **Right to Restrict Processing:**

B.6.5 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:**

B.6.6 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].

B.6.7 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.

B.6.8 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 hirers which have received your personal data may need to retain it on lawful grounds without your consent.

#### **Contacting Us**

B.6.9 Coople (UK) Limited with company number 9402285 and with registered address at 2nd Floor, Classic House, 174-180 Old Street, EC1V 9BP 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 Latda Keopaseuth.

B.6.10 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@coople.com](mailto:info@coople.com)  
By phone: +44 (0) 208 338 9333

#### **B7 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 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).

#### **B8 CHANGES TO OUR PRIVACY POLICY AND/OR COOKIES POLICY**

B.8.1 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. COUPLE COOKIES POLICY

### C1 CONSENT

By using this website [www.coople.com](http://www.coople.com) (the "Website") or the Coople App (the "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.

### C2 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 and 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.

### C3 WHAT ARE COOKIES?

Cookies are text files containing small amounts of information which are downloaded to your device when you visit a website or 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 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).

### C4 WHAT TYPES OF COOKIES DOES COUPLE 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
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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

### Performance Cookies

We make use of analytic cookies to analyse how our visitors use our Website or the App and to monitor Website or 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 uses 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	<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>



		pages they visited.	
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We use Google Analytics and other tracking systems to track and analyse 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 site, 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) and 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 or webpage display format (mobile or classic version)	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 do not use advertising cookies.

Flash cookies

In addition to the above cookies, we may use Flash cookies, on our Website and 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 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 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 and 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.

#### C5 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.

#### C6 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 04.01.2019.