

## F ECTIVE

### PRIVACY POLICY

Last updated on May 22, 2017

#### 1. GENERAL PRINCIPLES

- 1.1. Our Platform, available at <https://fective.ch/> (our "**Platform**"), enables (i) companies to find the best suitable candidates for their projects and/or define their employees to be registered as candidates in order to be available for own or third-party projects, and (ii) candidates to offer their services to third-party companies.
- 1.2. This Privacy Policy lays out our policies and procedures surrounding the collection and processing of any information that identifies you as a candidate, such as your name, your address, your picture or your resume ("**Personally Identifiable Information**" or "**PII**"), and, if you are a company, your PII or the PII of your employees. Throughout of this document, "you" will refer either to you as a candidate, you as a company, or you as the employee of a company.
- 1.3. This Privacy Policy applies only to our Platform. You have the option on our Platform to create links to your website, third-parties' websites or your page on a third-party website. Please note that this Privacy Policy does not apply to any such third-party site or service linked to our Platform, or recommended or referred by our Platform. Further, it does not apply to any other online or offline service offered by our company.
- 1.4. If you use our Platform, you consent to the collection and processing of your PII under this Privacy Policy (and possibly other documents referenced in this Privacy Policy) and agree to our applicable Terms of Use.
- 1.5. Please note that certain information about you is public within the Platform environment and available to certain other users on our Platform. For instance, if you are a candidate, your name, your work location and your uploaded resume are visible to users qualifying as resource managers on the Platform; other information you may provide, such as your soft skills and passion, is processed by the software integrated in our Platform for matching you with the most appropriate projects but is not visible to other users of the Platform. Before you as a candidate take any action on our Platform, you will have access to a link to the FAQ section on our Platform showing how a candidate profile is displayed to the resource manager of a company (example profile).

#### 2. PII WE COLLECT

##### A. *PII you provide to us*

- 2.1. We collect PII from you when you post it on our Platform, such as when you fill out a form or submit a resume.

Strictly confidential

- 2.2. Certain PII must be provided in order for your account to be activated, such as your name, address, email address, telephone number, city or area, and photo. You have choices about other types of PII you post on your profile, such as your education or work experience. It's your choice whether to include sensitive data; we do not require users to include such data (e.g., race, ethnicity, political opinions, religious or philosophical beliefs, membership of a trade union, physical or mental health, or sexual life), except for criminal record which may be requested from candidates who are independent contractors. Such criminal records may notably be requested in order to verify that no fake account is created. Depending on the content of the criminal record, we may refuse access to the Platform.
- 2.3. We log usage data when you visit or otherwise use our Platform, such as when you view or click on content. We use identifiers such as log-ins, device information, internet protocol ("IP") addresses, cookies and similar technologies to identify you and log your use. This allows us to improve the Platform for which the collected data is analyzed in an aggregated way.

*B. Information provided by others*

- 2.4. Others may post on our Platform content that includes information about you (as part of blog posts, feed updates and comments). You consent in particular to the fact that other persons may provide rating and feedback about you and the work performed by you and that this information may be visible to other users.
- 2.5. If you have concerns with someone's post about you, you may report your concern to us. Please note that removing the post in question is at our sole discretion.
- 2.6. Without limiting the generality of the foregoing, we disclaim all liability and indemnification obligations for any harm or damages caused by any post made by a third-party about you.

**3. HOW WE STORE YOUR PII**

- 3.1. We are taking data privacy issues seriously and, in order to make our Platform available to you, have chosen Amazon Web Services, one of the leading cloud services with highest security standards. Your PII is stored on Amazon servers in Frankfurt, Germany.

**4. OUR USE OF YOUR PII**

*A. Services provided to you*

- 4.1. We use your PII to create your account, to authorize access to our Platform, to make the functionalities of our Platform available to you, to offer you additional functionalities, to contact you and to bill you (if applicable). We also use your PII to investigate, respond to and resolve complaints and issues relating to our Platform.
- 4.2. It is your choice to connect with other persons on our Platform. Please do not provide PII to other persons on our Platform if you do not want it to be available.
- 4.3. We use identifiers such as cookies so that our Platform can remember you and provide you with the information you're most likely to need. For instance, when you return to our Platform, cookies identify you and prompt the site to provide your username (not your password), so you can sign in more quickly.

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*B. Services provided to others*

- 4.4. We use your PII to provide notices to other users of our Platform. For example, we may use your PII to recommend your profile to other users such as in particular resource managers.

*C. Use for internal purposes*

- 4.5. We use your PII and information gained through cookies to compile statistical information about use of our Platform and to produce aggregate insights that do not identify you. For example, we may use your PII to generate statistics about our users or industry, or the demographic distribution of visitors on our Platform.
- 4.6. We also use your PII (including your communications) if we think it's necessary for security purposes, to investigate possible fraud or other violations of our Terms of Use or this Privacy Policy and/or attempts to harm other users of our Platform.

**5. ACCESS TO YOUR PII BY THIRD PARTIES**

*A. Other users*

- 5.1. As indicated above, please note that certain information about you is public within the Platform environment and available to certain other users on our Platform. For instance, if you are a candidate, your name, your work location and your uploaded resume are visible to users qualifying as resource managers on the Platform; other information you may provide, such as your soft skills and passion, is processed by the software integrated in our Platform for matching you with the most appropriate projects but is not visible to other users of the Platform. Before you as a candidate take any action on our Platform, you will have access to a link to the FAQ section on our Platform showing how a candidate profile is displayed to the resource manager of a company (example profile).
- 5.2. Please note that if you are a candidate and you have access to the Platform based on a request made by your employer, your employer can see some information about you, such as the fact that your account is activated or deactivated.
- 5.3. As noted above, we compile Platform usage statistics based notably on your PII. We may publish those statistics or share them with third parties in an aggregated form so that they do not include your PII.

*B. Contractors and affiliates*

- 5.4. We give certain independent contractors and affiliates access to PII. Those contractors and affiliates assist us with the operation of our Platform. All those contractors and affiliates are required to sign contracts in which they promise to protect PII using procedures reasonably similar to ours.
- 5.5. To the extent possible, we indicate such PII transfer on the Platform and/or offer alternative use of the Platform without PII transfer to third parties.

Strictly confidential

*C. Change in control or sale*

5.6. We can also share your PII, subject to a confidentiality agreement, as part of a sale, merger or change in control, or in preparation for any of these events. Any other entity which buys us or part of our business will have the right to continue to use your data, but only in the manner set out in this Privacy Policy.

*D. Legal disclosures*

5.7. It is possible that we will need to disclose information about you when required by law or legal process or if we have a good faith belief that disclosure is reasonably necessary to (i) investigate, prevent, or take action regarding suspected or actual illegal activities or to assist government enforcement agencies; (ii) enforce our agreements with you, (iii) investigate and defend ourselves against any third-party claims or allegations, (iv) protect the security or integrity of our Platform (such as by sharing with companies facing similar threats); or (v) exercise or protect the rights and safety of our users, personnel, or others.

5.8. We attempt to notify users about legal demands for their personal data when appropriate in our judgment, unless prohibited by law or court order or when the request is an emergency. We may dispute such demands when we believe, in our discretion, that the requests are overbroad, vague or lack proper authority, but we do not promise to challenge every demand.

**6. MANAGEMENT OF YOUR PII**

*A. Protection of your PII*

6.1. We exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of your PII. In addition, and without limiting the generality of the preceding sentence, we implement and maintain measures (comprising administrative, physical, and technical safeguards) for managing unauthorized disclosure or exposure of your PII.

6.2. Please note that, even with these measures, we cannot guarantee the absolute security of your PII. By using our Platform, you acknowledge and agree that we make no such guarantee, and that we shall not be liable in case of a data breach involving your PII.

6.3. In the event of a data breach, or in the event that we suspect a data breach, we will (i) promptly notify you and (ii) cooperate with you and law enforcement agencies, where applicable, to investigate and resolve the data breach, including without limitation by providing reasonable assistance to you in notifying injured third-parties. We will give you prompt access to such records related to a data breach as you may reasonably request; provided such records shall be our confidential information, and we shall not be required to provide you with records belonging to, or compromising the security of, its other customers.

*B. Access to and correction of your PII*

6.4. You can access and change your PII through your profile section on our Platform.

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*C. Retention of your PII*

6.5. We retain the PII you provide while your account is in existence or as needed to provide you access to and use of our Platform. Even if you only use our Platform on an irregular basis, we will retain your PII until you decide to close your account.

*D. Deactivation and deletion of your PII*

6.6. Upon request by you, your account will be automatically deactivated so that your PII will no longer be visible to other users. Please note that we retain PII you have provided while your account is deactivated.

6.7. You may request the closure of your account at any time. It may take a few days before your PII is no longer visible to other users. Upon request by you made within 30 days after your request for closure of your account, we will make your PII available to you for export or download. We remain free not to accept any specific format required by you for the export or download of your PII or to accept any such format at your cost. Please note that if you re-sign up to our Platform, you will be requested to provide the PII made available to you in an unmodified form.

6.8. After such 30-day period, we will have no obligation to maintain or provide any PII, and will thereafter delete or destroy all copies of your PII in our systems or otherwise in our possession or control, except as indicated hereinafter. We may retain all or part of your PII even after you have closed your account if reasonably necessary to comply with our legal obligations and prevent fraud and abuse.

6.9. We will retain de-personalized information after your account has been closed.

6.10. Information made available to others will remain visible when you delete the information from your own profile or after you closed your account, and we do not control data that other users copied out of our Platform.

**7. Amendment of this Privacy Policy**

7.1. We may change this Privacy Policy at any time by posting a new version on this page or on a successor page and by notifying you. The new version will become effective on the date it's posted, which will be listed at the top of the page as the new effective date.

**8. Any question or complaint?**

8.1. If you have questions or complaints regarding this Policy, please contact us online. You can also reach us by physical mail.

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