

SWISSWORKTIME APPLICATION TERMS AND CONDITIONS

1 SCOPE

SwissWorkTime Sàrl (hereinafter referred to as "**SWT**") is a limited liability company with its registered office at Rue du Pré-Fleuri 2c, 1950 Sion (Switzerland), whose purpose is, in particular, the creation of computer software.

In this context, **SWT** has created an interface for employers to record their employees' working hours, manage their absences, expense reports, and activities. Employers can use the dedicated web management application to track the hours entered by their employees via a smartphone app, generate timesheets, track activities, supplies, and expenses by project, and keep a history of entries.

The purpose of these general terms and conditions (hereinafter referred to as "GTC") is to determine the rules for subscribing to and using the "SwissWorkTime" application (hereinafter referred to as the "Application"), whether by the employer via the dedicated web application or by its employees via the smartphone application (hereinafter referred to as the "Users" or a "User") and **SWT**.

The customer accepts the GTC below without any modifications and in their entirety.

No special conditions or general conditions of the User may prevail over these GTC, unless **SWT** has given its prior written consent. Any contrary condition imposed by the User and appearing in particular in its GTC or in any other document shall therefore be unenforceable against **SWT**, unless expressly agreed, regardless of when said condition may have been brought to its attention.

Any special conditions established or agreed to by **SWT** in targeted offers shall take precedence over these general terms and conditions for the points they modify.

SWT may modify these GTC at any time without notice. Users will be informed of any modifications to these terms and conditions through the publication of the updated GTC on the application and by a notification indicating this change within the application. The modified GTC will take effect upon publication. Continued use of the Application following this publication will constitute acceptance of the new version of these terms and conditions.

The Application is hosted by Microsoft (Schweiz) GmbH, The Circle 02, 8058 Zürich-Flughafen (CHE-110.088.994).

Users are therefore advised to read these Terms and Conditions carefully and to consult the updated Terms and Conditions regularly.

2 PRODUCT OFFERING

SWT reserves the right to modify the scope of the product catalog and options related to its applications at any time.

Although **SWT** makes every effort in good faith to ensure the reliability of the information, images, diagrams, and information appearing on its website, in advertisements, brochures, and elsewhere, these are provided for informational purposes only and do not constitute contractual documents.

Any differences noted by a User shall not confer any rights on them, as they are entitled to a free month's trial of the application.

3 SUBSCRIBING TO THE APPLICATION

3.1 Creating an account by the Employer

To access the Application's features, employers must first register by creating a user account on the website www.swissworktime.pro.

To do so, they must register by completing the registration form.

The User undertakes to provide information that is true, accurate, complete, and always up to date. In the event that the information provided by the User proves to be false, incomplete, obsolete, or does not allow the service to be provided under the best conditions, **SWT** reserves the right to close the User's account and thus deny them access to the Application, without notice and without this giving rise to any right to compensation.

The User remains solely responsible for any use that may be made of their login details and password, and for their confidentiality, as well as for any use of their account. The User undertakes to immediately inform **SWT** of any fraudulent use or risk of fraudulent use of their account, and of any breach of the confidentiality and security of their login details and password, by sending an email to: info@swissworktime.ch. **SWT** shall in no event be held liable for any loss or theft or any damage resulting from the loss or theft or fraudulent use of Users' identification data.

3.2 Offers and acceptance

Once the account has been created, the employer will have a one-month free trial period, after which they will be billed according to the option selected in their user account or the offer made to them specifically.

4 PAYMENT

4.1 Billing

Prices are quoted in Swiss francs (CHF) or euros (EUR).

The employer will provide their credit card details to make the monthly payment.

It is not possible to suspend or offset payments without the prior written consent of **SWT**.

4.2 Late payment

In the event of full or partial late payment, **SWT** will send a first reminder and then block access to the web application until full payment has been made. If the payment remains outstanding after 60 days, **SWT** will also be entitled to suspend the application for employees. Unpaid amounts will automatically generate late payment interest of 5% (five percent) from the payment due date without any specific action being required. Reminder fees are CHF 25 per letter. All costs associated with obtaining payment of debts are borne by the customer.

Late payment of all or part of an invoice will result in the payment of other outstanding invoices becoming due, and **SWT** reserves the right to terminate or suspend access to the Application.

5 DOWNLOADING THE APPLICATION BY EMPLOYEES

The Application can be downloaded via the Google Play Store and Apple App Store mobile application stores using a mobile device such as a smartphone. To access the Application, employees must have a smartphone compatible with the version of the application and an internet connection, and their employer must have created a user account for them in advance (see section 3.1).

6 USER OBLIGATIONS

The purpose of the Application is as described in point 1 of these T&Cs. Any use of the service contrary to this purpose will be contrary to these T&Cs. The User acknowledges that they have the necessary skills and technical means to use the Application. The User undertakes to provide accurate information when registering for access to the service in accordance with Article 3 hereof. The User undertakes to make appropriate and lawful use of the Application and its content, in accordance with the legislation in force, these T&Cs, morality, good customs, and public order. Users who use the Application for purposes prohibited by law and/or contrary to these Terms and Conditions will be subject to legal proceedings and the data enabling their identification may be provided to the competent authorities in the event of legal proceedings being brought against them.

SWT cannot be held liable for any direct or indirect damage of any kind caused by the misuse or illegal or unlawful use of the Application by a User, by any information or other content communicated, transmitted or disseminated by a User when using the Application, or by any breach of these Terms and Conditions on their part.

7 SWT'S OBLIGATIONS

SWT undertakes to provide a service in accordance with these Terms and Conditions.

SWT reserves the right to modify any information or content appearing in the Application at any time and without notice, as part of its updating or correction of errors or inaccuracies, or if it deems it appropriate, without this giving rise to any right to compensation for Users.

In the event of a breach of these Terms and Conditions or applicable laws, in particular in the event of a User's failure to comply with one or more of the above rules, or whose behavior could compromise or risk compromising the proper functioning of the service or infringe on the rights of third parties or the reputation of the service, **SWT** reserves the right to unilaterally suspend and/or terminate the execution of these Terms and Conditions, and to block and/or delete the personal account of the User concerned as well as their access to all or part of the service, to delete the disputed content, temporarily or permanently, without this giving rise to any right to compensation for the User.

In the event of suspicion or reporting by a User of content that is illegal or violates these T&Cs, **SWT** reserves the right to suspend the account of the User concerned or the publication of the disputed content within a reasonable period of time in order to verify the accuracy of the information suspected of being abusive. However, Users are informed that any abusive reporting may be punished in accordance with applicable regulations and these T&Cs and may result in the immediate suspension and/or termination of these T&Cs.

8 LIMITATION OF LIABILITY

SWT cannot be held liable for any unforeseeable and/or indirect damage suffered by the User, such as, but not limited to, loss of profit, loss of opportunity, loss of income, loss of customers, loss of data, any financial or commercial loss, any commercial disruption, or any intangible loss.

SWT may modify, temporarily or permanently interrupt access to the Application at any time without prior notice to Users, as **SWT** makes no commitment to maintain permanent and uninterrupted access to the Application.

SWT shall in no way be liable for such interruptions and the consequences they may have for the User.

SWT shall not be liable for the improper functioning of the Application if it results from maintenance operations, incidents, or problems related to its ability to support the systems essential to the use of the service, even though **SWT** will make its best efforts to ensure a rapid response, without being liable for delays related to telecommunications services. In particular, **SWT** shall in no way be liable for the malfunctioning of telephone operators and Internet service providers used by the User, or for the payment platforms used by the User to make payments, or for obsolete versions of smartphones or their operating systems.

As a technical service provider, **SWT** is not required to verify the accuracy of the information provided by Users and declines all responsibility for the inaccuracy of the data, information, and content disseminated by Users via the Application, or for any errors or omissions they may contain, as well as any damage resulting from the use of any content provided by a User.

SWT offers no guarantee as to the functioning and availability of access to the Application in the event of force majeure or unforeseeable circumstances as defined by the law and case law in force.

9 DURATION

In the case of downloading the free Application, these T&Cs are entered into for an indefinite period from their acceptance by the User under the conditions described in Article 1.

10 TERMINATION

Access to the Application may be temporarily or permanently interrupted, in particular in the event of **SWT** ceasing the activity in question, or in the event of **SWT's** dissolution and liquidation.

These Terms and Conditions shall then be terminated automatically.

In the event of the death of the User, the contractual relationship between the User and **SWT** shall be terminated automatically and the User's personal account shall be deactivated upon presentation of the relevant supporting documents by the beneficiaries.

In the event of a breach of these Terms and Conditions by the User, or of the laws in force, including, but not limited to, a breach by a User of one or more of the above rules, or in the event of behavior that compromises or risks compromising the proper functioning of the Application or infringes on the rights of third parties or reputation, **SWT** reserves the right to unilaterally suspend and/or terminate the execution of these terms and conditions, and to block and/or delete the personal account of the User concerned, as well as their access to all or part of the Application, and to delete the disputed content, either temporarily or permanently, without the User being entitled to any compensation, and without prejudice to any legal action that **SWT** may subsequently take to assert its rights.

User data will be retained for thirty (30) days after termination of the contract. The User must send a request to **SWT** within this period in order to recover this data.

11 INTELLECTUAL PROPERTY

11.1 SWT's intellectual property rights

All content of the Application, including photographs, logos, images, sounds, videos, graphics, text, and illustrations, as well as its structure, databases, software, codes, and any other material and visual elements comprising the Application, is protected, in particular by intellectual property rights, of which **SWT** remains the sole owner.

These Terms and Conditions and access to the service do not imply any transfer of intellectual property rights of any kind over elements belonging to **SWT** and/or its partners to the User. Users undertake to respect the intellectual property rights attached to the elements comprising the Application and shall refrain, in particular, from distributing, publishing, transmitting, transferring to any third party, exploiting for commercial purposes, reproducing, copying or modifying them without the express authorization of **SWT**. In particular, any extraction or reuse of the data contained in the Application beyond its normal use is strictly prohibited to all Users and is subject to the express prior authorization of **SWT**.

11.2 User's right to use the Application

The User has only a strictly personal, non-exclusive, and non-transferable right to use the Application. Any other use is subject to the prior and express authorization of **SWT**. Any reproduction, representation, or distribution, including the addition of new functions or modifications that would alter its operation, by any means whatsoever and on any medium whatsoever, is strictly prohibited, with the sole exception of the right to reproduce for storage for the purposes of representation for backup or printing on paper in a single copy, provided that the integrity of the documents is respected.

The right to use the Application granted under these T&Cs may be terminated at any time by the User by uninstalling the Application and deleting all copies of the Application from their devices or by terminating these T&Cs.

12 DATA PROTECTION

12.1 General

The User is informed that **SWT** processes personal data concerning them, as of December 5, 2025

namely their surname(s), first name(s), company name(s), image(s), address(es), email address(es), telephone number(s), date of birth, gender, date of entry into the company and date of departure, position held, and length of service, in order to fulfill its contractual obligations. This processing is carried out in accordance with the Federal Data Protection Act (FADP) and the Ordinance relating to the Federal Data Protection Act (OFADP), and in accordance with the European General Data Protection Regulation (GDPR) where applicable.

The personal data stored in this automated file, which is the responsibility of **SWT**, will be used for the sole purpose of enabling the provision and proper performance of the services offered. The collection of personal data via the Application is necessary for its proper functioning and is mandatory in order to access its services. Failure to provide the mandatory personal data will prevent access to the Application.

SWT stores personal data in such a way as to ensure its integrity for the time necessary to perform and provide the service offered by the Application and in accordance with the storage periods imposed by the legislation in force.

SWT also processes personal data, to the extent permitted by law, for the purpose of sending written or electronic information, advertising, and marketing messages. **SWT** may also send a newsletter to customers. Customers may withdraw their consent at any time by simply clicking to unsubscribe at the end of a promotional message or by sending a request to the email address indicated below.

Users are informed that the use of the Application may require the acceptance of geolocation in order to access certain features related to their GPS position, which they accept.

SWT is authorized by the User to anonymize certain information for statistical purposes (e.g., absenteeism rates in a particular sector), as this data is no longer considered personal.

12.2 SWT's obligations

SWT undertakes to process said personal data in accordance with the legislation in force, and in this regard, undertakes to:

- Only collect and process personal data in accordance with the User's express instructions and for purposes related to the services offered via the Application.
- Preserve the security, integrity, and confidentiality of personal data when collecting or recording it in the context of performing the services offered by the Application;
- Do not disclose personal data to any third party whatsoever, except for subcontractors to whom it is strictly necessary to transmit personal data in order to perform the services offered; The personal data thus collected may be transmitted to **SWT** staff and to any third party involved in the implementation, execution, or monitoring of the Application, as well as to data hosting providers. **SWT** staff members and designated subcontractors will have access to and may use personal data relevant to their services for the sole purpose of providing the services offered by the Application.
- Under no circumstances will personal data be transferred to other third parties, either free of charge or for a fee, without the User's authorization, except in cases provided for by law, which stipulates that data enabling the identification of the User may be transmitted to entitled parties by court order.
- Not to transfer any personal data outside Swiss territory, except to third countries offering an adequate level of protection as defined by the supervisory authorities or to a subcontractor authorized by the User;
- Implement any data security system that may be required either as a result of an impact assessment carried out by the User as data controller or as a result of specific legislation requiring the use of specific data storage methods;
- Alert the User without delay in the event of a breach, loss, or unauthorized disclosure of personal data collected in connection with the use of the Application's services, in order to enable the User to alert the persons concerned and comply with its obligations under the aforementioned regulations.

SWT shall refrain in all circumstances from reproducing, exploiting or using the personal data collected in the course of its services for its own purposes or on behalf of third parties, and undertakes to modify or delete such data, either at the request of the User or at the request of a data subject, and in any event upon completion of the intended purpose and at the end of the performance of its services, any personal data collected in connection with or for the purposes of performing said services.

With regard to employees' personal data, we remind you that this corresponds to the information that the employer must keep in order to comply with its legal obligations and create personnel monitoring documents. Employees are invited to contact their employer's personal data controller directly for any requests relating to this information.

Any User may send a complaint regarding privacy or any questions about the information collected and processed by **SWT** to its data controller, Alain Praz, at the following email address: info@swissworktime.ch.

12.3 Right to access, rectify, and delete personal data

All Users have the right to access, rectify, or object to the processing of any data concerning them that is not essential for the purpose of collection.

Any person may obtain communication and, where applicable, rectification or deletion of information concerning them by sending an email to the contact address: info@swissworktime.ch.

To this end, **SWT's** computer records may store the User's first and last names, email address, password, IP address, device make and model, mobile operator, and the exact date and time of publication of the information and content transmitted via the Application.

13 APPLICABLE LAW AND JURISDICTION

Swiss law applies to these T&Cs. In the event of versions in different languages, the French version of these T&Cs shall prevail.

The place of jurisdiction is Sion.

14 PARTIAL INVALIDITY OF THE GTC

The invalidity of one or more of these GTC shall not affect the validity of the other provisions.