

# Terms and conditions

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (you), and EFFE Planning, located at Artemisstraat 19, Amsterdam, Noord-Holland 1076DV Netherlands (we, us), concerning your access to and use of the EFFE Planning (app.effe-planning.com) website as well as any related applications (the service).

### **Article 1: Definitions**

1.1	Terms and conditions	The provisions of this document
1.2	Service	The product delivered by EFFE Planning that can be found on <a href="https://app.effe-planning.com">https://app.effe-planning.com</a>
1.3	Decision making company	The company that hires the temp workers but also agrees to this terms and conditions
1.4	Temp worker	Someone who works part time for the decision making company
1.5	Shift	Work that has to be done for either a client or the decision making company in a predefined period.
1.6	Schedule	An overview of shifts
1.7	Roster	An overview of shifts in a predefined period
1.8	Client	A customer of the decision making company. This can mean a person or another company.
1.9	Data	The data that is entered by the decision making company



# Article 2: Applicability terms and conditions

- 2.1 Headers above the articles, appendix and parts have no influence on the interpretation of this terms and services
- 2.2 The terms and services are applicable to everything the decision making company does with the service.
- 2.3 We may make changes to these Terms and Conditions at any time. The updated version of these Terms and Conditions will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. You are responsible for reviewing these Terms and Conditions to stay informed of updates. Your continued use of the service represents that you have accepted such changes.
- 2.4 We may update or change the service from time to time to reflect changes to our products, our users' needs and/or our business priorities.
- Our site is directed to people residing in European Union. The information provided on the service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.
- 2.6 Additional policies which also apply to your use of the service include:
  - Certain parts of this Site can be used only on payment of a fee

# **Article 3: Fees and payments**

We accept the following forms of payment:

- Visa
- Mastercard
- American Express

You may be required to purchase or pay a fee to access some of our services. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the service. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We bill you through an online billing



account for purchases made via the service. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in Euros.

You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase. If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the service.

#### Cancellation

All purchases are non-refundable. You can cancel your subscription at any time by logging into your account. Your cancellation will take effect at the end of the current paid term. If you are unsatisfied with our services, please email us at support@effe-planning.com or call us at +31 620754384

# **Article 4: Privacy**

#### Personal information you disclose to us

**In Short**: We collect personal information that you provide to us such as name, address, contact information, passwords and security data, and payment information.

We collect personal information that you voluntarily provide to us when registering at expressing an interest in obtaining information about us or our products and services, when participating in activities on the (such as posting messages in our online forums or entering competitions, contests or giveaways) or otherwise contacting us.

The personal information that we collect depends on the context of your interactions with us and the , the choices you make and the products and features you use. The personal information we collect can include the following:

Name and Contact Data. We collect your first and last name, email address, postal address, phone number, and other similar contact data.

**Credentials.** We collect passwords, password hints, and similar security information used for authentication and account access.



Payment Data. We collect data necessary to process your payment if you make purchases, such as your payment instrument number (such as a credit card number), and the security code associated with your payment instrument. All payment data is stored by our payment processor and you should review its privacy policies and contact the payment processor directly to respond to your questions.

All personal information that you provide to us must be true, complete and accurate, and you must notify us of any changes to such personal information.

#### Information automatically collected

**In Short**: Some information – such as IP address and/or browser and device characteristics – is collected automatically when you visit our.

We automatically collect certain information when you visit, use or navigate the . This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our and other technical information. This information is primarily needed to maintain the security and operation of our , and for our internal analytics and reporting purposes.

Like many businesses, we also collect information through cookies and similar technologies.

#### How long do we keep your information

**In Short:** We keep your information for as long as necessary to fulfill the purposes outlined in this privacy policy unless otherwise required by law.

We will only keep your personal information for as long as it is necessary for the purposes set out in this privacy policy, unless a longer retention period is required or permitted by law (such as tax, accounting or other legal requirements). No purpose in this policy will require us keeping your personal information for longer than 6 months. When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize it, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

#### General data protection regulation

3.1 In consideration of the GDPR EFFE Planning is the data processor and the decision making company is the data controller



- 3.2 Parties must follow the GDPR or other privacy related laws
- 3.3 The client is able to see the temp workers who are working for the client on a shift
- 3.4 The temp worker is able to see the first and last name of other temp workers

## **Article 5: Google user data**

**In Short:** We use your google account only to create, edit and delete events in a specific calendar on your google calendar account.

Google requires that we specify how we access, use, store, or share Google user data.

- Access: We do not use any of the data gotten by the google api except for the token we use to authenticate with. We get the access token from the Google javascript api.
- **Use**: We use the user token to authenticate with the Google api. More specifically the google calendar api. We first create a new calendar on your google account named: EFFE Planning. We then proceed to add, edit and remove events to and from this calendar. The events are the same as the shifts in our application. We do not use any of the other api's from google with your authentication token.
- **Store**: We store the google token in a postgres database in the user table. The database is protected by vpn and private, public keys.
- **Share**: We do NOT, under any circumstances, share your user data from Google with any party.