

# Terms of Use for Candidates and Pool Workers

*campcomp GmbH / Tempstr*

## 1. Who we are

campcomp GmbH, Switzerland ("campcomp" or "we"), operates a staff-leasing service through the Tempstr platform (website [www.tempstr.ch](http://www.tempstr.ch) and the related third-party applications Tempcloud and Staffcloud).

campcomp holds all licences required in Switzerland for staff leasing and employment placement. The applicable laws are the Swiss Federal Act on Employment Services and the Hiring of Services (AVG/LSE), the corresponding ordinance (AVV/OSE), the Collective Labour Agreement for Staff Leasing declared generally binding (GAVP/CCT-LS), as well as the Code of Obligations (OR/CO), the Federal Labour Act (ArG/LTr) and its ordinances (ArGV/OLT), the Federal Act on Accident Insurance (UVG/LAA) and the Swiss Federal Act on Data Protection (DSG/FADP). The Collective Labour Agreement for Staff Leasing declared generally binding is an integral part of this framework employment contract.

Where the hiring company (or "client") is subject to a collective labour agreement declared generally binding or to a collective labour agreement not declared generally binding listed in Annex 1 of the GAVP, the hiring provider must comply with that agreement's wage and working-time provisions vis-à-vis the employee (see Art. 3 GAVP).

The use of Tempstr is free of charge for candidates and pool workers.

Initial registration (application) and assignment scheduling take place via <https://tempstr.staff.cloud>. There is no entitlement to assignments; outside an assignment, the employment relationship is dormant. There is no guaranteed level of employment and no entitlement to a minimum number of hours. campcomp is not obliged to offer assignments. Pool workers are not obliged to accept the assignments offered.

Assignment scheduling takes place exclusively through the Staffcloud digital staffing system and its app, as follows:

1. Candidates apply (register) for the first time at <https://tempstr.staff.cloud/recruiting> to be admitted to the Tempstr worker pool, and in doing so accept these Terms of Use and the Privacy Policy.
2. Once Tempstr has reviewed the application, admission to the worker pool follows the candidate's digital signing of the framework employment contract. Tempstr reserves the right to reject candidate applications (registrations). The data submitted will be deleted upon rejection, and the affected candidates will be informed accordingly.

3. Once admitted to the Tempstr worker pool, pool workers receive their access credentials for their personal account, with which they can sign in to the Staffcloud worker app to receive assignment requests and to manage absences and personal data.
4. Tempstr receives assignment requests from clients and forwards them to suitable pool workers, who can apply for assignments via the app if interested.
5. Both clients and Tempstr schedulers can select suitable pool workers from those who have applied for an assignment. The selected workers are informed of their scheduling by email or app notification.
6. Pool workers are required to confirm both the scheduling and the receipt of all information necessary for the assignment in the app.
7. After the assignment, pool workers are required to fill in their work report in the app, have it digitally signed by an authorised person of the client, and then submit it.

The mutual digital confirmation of an assignment in Staffcloud is deemed to be a written assignment agreement within the meaning of Art. 19 AVG. Each confirmed scheduling for an assignment constitutes a separate assignment contract and is an integral part of the existing employment relationship under the framework employment contract and the assignment contract. Only assignments that have been confirmed in Staffcloud and effectively performed will be remunerated.

## **2. Scope of these Terms**

By applying (registering), logging in or using Tempstr, candidates and pool workers accept these Terms of Use and the Privacy Policy as in force from time to time.

## **3. Admission to the worker pool**

- Admission is open only to natural persons of legal age domiciled in Switzerland.
- Candidates confirm that they are authorised to work and are either Swiss citizens or hold a settlement permit C or a residence permit B.
- All information provided must be complete and truthful.

Candidates must be able to present all required documents at the time of application (registration), and campcomp may at any time request supporting evidence (e.g. ID card, work permit). In the event of false or missing information, access may be blocked immediately and any contracts existing with the pool worker may be terminated.

Any changes to the information provided must be updated via Tempstr or notified to campcomp without delay.

## **4. Use of the platform**

- Access credentials must be kept confidential.

- Pool workers are liable for all activity carried out through their account.
- You must update your data without delay if it changes.
- Abusive or unlawful use is prohibited.
- The user remains fully responsible — as for their own — for any acts of unauthorised third parties.

The user voluntarily and expressly confirms and accepts that the use of Tempstr is at their sole and exclusive responsibility. The user may not use the services offered by campcomp or the Tempstr platform in an inadmissible, unlawful manner or in breach of these Terms of Use.

## **5. Time tracking**

Working hours are recorded via the Staffcloud app:

- Sign-in at the start of the assignment
- Sign-out at the end of the assignment

Alternatively, pool workers can report their working hours in the Staffcloud app. The method of time tracking may vary depending on the hiring company, but is clearly indicated in the app.

An authorised person of the hiring company may confirm the recorded times on site by means of a digital sign-off.

## **6. Reviews**

After every assignment, the candidate and the client review each other. Inadmissible or unobjective reviews may be removed. Both sides are encouraged to review benevolently and constructively.

## **7. Suspension of access**

When the employment relationship ends, the pool worker's account is deleted. campcomp may preventively suspend a pool worker's account, in particular in the event of:

- breach of duty or false information provided
- unexcused failure to appear at a confirmed assignment
- reviews below the minimum acceptable level

The suspension may remain in place until the underlying incident has been clarified.

## **8. Liability**

Use of Tempstr is at the user's own risk. campcomp's liability is limited to the extent that is mandatory by law. There is no entitlement to permanent availability of the platform.

All content of the Tempstr platform and of its associated applications and websites is the property of campcomp or has been licensed to campcomp for use. The user acknowledges that they acquire no intellectual property rights whatsoever in the Tempstr platform or in the content and services made available by campcomp. The user agrees to respect at all times the intellectual property rights of campcomp and of third parties.

## **9. Governing law and jurisdiction**

Swiss law applies. The place of jurisdiction is Olten.

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