

Creaholic Pulse Feedback

General Conditions of Contract (GCC), Version 2.0

Status: 2022

1. What is Creaholic Pulse Feedback

Creaholic Pulse Feedback (hereinafter: “Pulse Feedback”), is a web-based platform that allows companies and their employees to easily collect employee feedback, both with questions provided by Creaholic and with questions uploaded by the company itself (feedback and questions both hereinafter: “content”). Pulse Feedback consists of two modules, Team Feedback for company-wide and team surveys, and Peer Feedback, which allows managers and employees to collect personal feedback.

2. Contracting Parties

Creaholic SA, Zentralstrasse 115, CH-2503 Biel/Bienne, MwSt.-Nr.: CHE-103.710.386 (hereinafter: “Creaholic”), shall provide the Customer at: [https://\[firma\].start-pulse.com](https://[firma].start-pulse.com) (hereinafter: “website”) the platform/software (both hereinafter: “Pulse Feedback”) and operate the platform. Creaholic is the contracting party of the company (hereinafter: “Customer”) that intends to make Pulse Feedback available to its employees and, if applicable, to external persons (hereinafter: “authorised persons”).

3. Scope of the Agreement

Subject to the agreement is the grant of a license to use the Pulse Feedback software, or one or both modules, on the platform. As a rule, Creaholic accompanies its Customers within the framework of a consultancy mandate. In this context, Creaholic offers various services (e.g. definition of the mode and frequency of the survey, evaluation of the content of the results).

The licence to use the software on the platform is granted in accordance with the following conditions and in accordance with the specific contract concluded between Creaholic and the Customer.

The functionalities of Pulse Feedback are provided in a cloud via SaaS (Software as a Service). Local installation of the software on the Customer’s premises is not possible.

4. Conclusion and Termination of the Agreement

4.1 Free Trial Version

The agreement for the free trial version ends upon completion of the specified trial period without notice. There is no automatic conversion into a paid subscription. After expiry of the free trial period and if a follow-up contract is not concluded, the Customer is no longer entitled to the data accumulated during the trial period. If the Customer does not purchase a Pulse Feedback licence(s) within two months upon expiry of the free trial period, Creaholic will delete all of the Customer’s data.

4.2 Fee-based Version

If the Customer is interested in a fee-based subscription, either Creaholic submits a personal offer to the Customer or the Customer submits its offer for a subscription listed on the website. In this case, the contract is concluded upon acceptance of the other party.

The personal offer submitted to the Customer remains valid for a period of time of eight weeks, starting with the date of the offer, i.e. the dispatch date of the offer. In this case, the contract is concluded with the countersignature of the offer and the associated acceptance of the GCC. These form the integral part of the contract.

Creaholic is entitled to rely on the signatory's authority to sign, but reserves the right to request at any time more detailed information on the identity of the Customer or the signatory authority of the responsible person.

Creaholic is free to reject a Customer's application to conclude a contract without providing reasons.

Pulse Feedback is available to the Customer immediately after the conclusion of the contract. The contract is concluded for a defined period. At the end of this period, the contract is automatically renewed for the same period. The notice period is one month for the Customer and three months for Creaholic, in each case to the end of the agreed contract period. The period is calculated from receipt of the notice of termination. Notice of termination must be given in writing.

Termination for good cause that renders the continuation of the contractual relationship unreasonable for the terminating party remains reserved and is possible at any time in writing without observing the notice period.

5. Customers Duties

5.1 General

Customer is obliged to enable Creaholic to provide the contractual services and to disclose to Creaholic any information that is essential for the rendering of Creaholic's contractual services.

5.2. Creating an Account

Customer's account is created by Creaholic with at least the following information provided by the Customer: Last name, first name, email address, company name and standard language.

Customer authorises other persons (primarily employees but also external persons) to whom Pulse Feedback is made available for use by providing data such as last name, first name, email address and team membership. The persons authorised by the Customer receive an e-mail with a link under which they can register with a password they have set themselves and thus gain access to Pulse Feedback. These registration links can also be sent manually upon request. In the case of a connection to the Customer's login system (single sign-on), no additional registration is necessary for the authorised persons and access is possible for all authorised persons with the password used within the company. Authorised external persons have access to Pulse Feedback but cannot participate in the surveys. They can view the results and, if they are admins, access the admin area.

Customer is responsible for ensuring that its authorised persons store the access data securely and maintain its confidentiality. If the Customer suspects that unauthorised access has occurred, it must inform Creaholic immediately.

5.3. Granting Access to Authorised Persons

Customer is responsible for ensuring that only persons authorised by the Customer obtain access to Pulse Feedback. Any changes (e.g. removal or addition of employees, name changes) are made by the Customer in the admin area.

5.4. Lawful and Responsible Use

Customer is responsible for informing its employees and authorised persons about the lawful use and the data protection requirements and for obtaining any necessary consent (see also article 6 below). In particular, Pulse Feedback users are prohibited from:

- a) Referring to persons by name in the comments
- b) Providing other persons with their access or the comments in a non-anonymous form
- c) Uploading of defamatory, pornographic or violence-promoting content, as well as illegal and immoral content in general
- d) Unauthorised use and distribution of content in violation of superior rights of third parties or Creaholic, in particular intellectual property rights (copyright, trademark, design and patent rights)
- e) Infringement of data protection legislation, privacy rights and statutory or contractual confidentiality obligations
- f) Sharing personal data requiring special protection within the meaning of Swiss or European data protection legislation, such as data on racial and ethnic origin, political opinions, religious or ideological beliefs, data on trade union membership, biometric data, health data, data on sex life or sexual orientation
- g) Actions that qualify as anticompetitive within the meaning of Swiss or European legislation on Unfair Competition
- h) Use of files and/or programmes that serve to harm or destroy software or hardware (including but not limited to virus programmes, trojans, etc.) and/or can impair the availability of the platform
- i) Any other prohibited use of the Pulse Feedback software

Creaholic is not liable for any damage caused by unlawful use of Pulse Feedback.

5.5. Indemnity/Blocking Access

If a third party raised claims against Creaholic regarding breaches of Customer's obligations, the latter must fully indemnify Creaholic.

Creaholic has the right to (temporarily) block the access of the Customer or its authorised persons to Pulse Feedback in the event of suspicion of unauthorised actions and/or breach of other contractual obligations. However, Creaholic has no obligation to search for such content or to monitor it accordingly.

6. Data Protection/Information Security

Creaholic undertakes to comply with Swiss and European data protection legislation. If Customer allows authorised persons to access Pulse Feedback outside the EU, Customer is solely responsible for this process and any consequences of the same. Furthermore, the Customer has the obligations specified in section 5. In particular, any reference by Creaholic to data processing in the context of surveys on the website in no way releases the Customer from its obligations and corresponding responsibility.

Creaholic protects personal data and all other data against unauthorised processing through appropriate technical and organisational measures. Creaholic expressly assures that the data and survey results will be treated confidentially and are protected adequately. They will not be made accessible to third parties other than those engaged by Creaholic (see article 8 below). Creaholic concludes corresponding (contract data processing) agreements with the third parties engaged by it.

Upon conclusion of the Pulse Feedback license, such subcontracts are automatically concluded and form the integral part of this contract.

- Annex 1 – Regulations on data processing: They regulate the details of the processing of data
- Annex 2 – Describes the transfer and processing of data

Creaholic processes the data provided to fulfil the contract. The anonymised data is used to create a benchmark. The purposes of the processing are further explained in Annex 2.

7. Licensing the Pulse Feedback Software/Rights

Creaholic is the owner of the intellectual property rights and holds the necessary rights to make the Pulse Feedback software available to the Customer as SaaS. Customer is granted a non-exclusive, non-transferable and non-sub-licensable license to use the software on the platform or to make it available for use by its authorised persons for the term of the agreement.

8. Operation and Use of the Pulse Feedback Services

Creaholic operates Pulse Feedback and aims for continuous operating time (24 hours, 7 days a week), subject to the scheduled maintenance window. Longer maintenance windows (expected duration of more than one day) are communicated to the Customer in advance, and operational disruptions are corrected as quickly as possible. However, permanent, trouble-free operation cannot be guaranteed.

The operating services also include performing a daily data backup. In the event of data loss on the part of the Customer, Creaholic will restore the data upon request according to the data backup of the previous day (except any profile pictures uploaded). Individual data (e.g. given person's feedback) cannot be restored. Any and all other data backups are the responsibility of the Customer. Damage caused to the Customer by this loss of data cannot be claimed.

If the loss of data is due to a fault of the Customer (including its authorised persons) or a third party or to force majeure, Creaholic will invoice the Customer for the restoration at the hourly rate agreed in the license agreement based on the time spent.

In order to provide its services, Creaholic engages third parties, in particular for operating Pulse Feedback in the cloud, generating reports and for developing Pulse Feedback and for correction of

disruptions. The names of the subcontractors can be viewed on the website <https://start-pulse.com> at any time. Changes will be communicated by email. If the Customer doesn't agree, it may terminate the agreement before the end of the agreed contract period.

If Creaholic notices any unauthorised access to the Customer's data, it will inform the Customer immediately. However, Creaholic is not obliged to search for instances of unauthorised access.

9. Support

Creaholic provides support at the email address team@start-pulse.com. Creaholic endeavours to answer enquiries as quickly as possible. As a rule, a response is given within one business day. In the event of a malfunction, the support services are free of charge, otherwise a corresponding fee in Swiss francs is imposed.

10. Warranty

Creaholic warrants that the Pulse Feedback software can be used in accordance with the terms and conditions described herein to collect feedback on questions uploaded to Pulse Feedback by Creaholic or the Customer. Creaholic is not responsible for third party software (in particular software required by the Customer locally such as operating system, browser).

The Customer is responsible for the careful and proper use of Pulse Feedback as well as the verification of the output results. Creaholic does not assume any warranty in this regard.

11. Costs

For the use of Pulse Feedback, costs (license fees) are incurred based on the maximum possible number of users. The prices are in Swiss francs excluding VAT. Support services ordered by the Customer that are not due to a disruption of the platform and/or Creaholic will be invoiced separately. These are charged at Creaholic's hourly rate based on the time spent. The license fees and other costs are invoiced electronically for the previous month, with a payment deadline of 30 days from the invoice date.

Any objections to an invoice must be submitted in writing within 10 days upon receipt of the invoice. Upon the expiration of this period, the invoice is deemed to have been approved by the Customer. After the expiration of the 30-day period, Creaholic is entitled at any time, after granting the Customer a short grace period, to block Pulse Feedback service for the Customer in the event of non-payment and to delete the existing data after a reasonable period of time. The resulting costs will be borne by the Customer. Creaholic accepts no liability for any damages incurred by the Customer as a result.

If the number of authorised persons exceeds the agreed maximum, the Customer is obliged to communicate this to Creaholic so that the license fees can be adjusted accordingly. If a change occurs, the license fees will be adjusted accordingly. Creaholic is also entitled to monitor the number of users for billing purposes. It will notify the Customer if it detects significant discrepancies. The Customer can add or remove authorised persons to comply with the specified number of users.

Creaholic reserves the right to adjust future fees or change to a different pricing plan for the use of Pulse Feedback. In this case the Customer will be notified in advance. Unless the Customer reports otherwise within 30 days of receiving the changes, the new fees will be deemed approved for future services.

12. Confidentiality

For the duration of the contract, the Customer and Creaholic mutually undertake to keep all information, documents and data entrusted by the other party confidential. Any employees of the parties as well as their consultants, agents, auxiliary persons and subcontractors are bound by this obligation.

This duty of confidentiality does not constitute a license or any other right of use with respect to the entrusted information, documents and data.

The above mentioned obligation does not apply to information that

- a) was already known to the public before it was communicated by one party to the other;
- b) was communicated to one party by an authorised third party or;
- c) was already known to one party before it was disclosed by the other party.

Customer or any third party is not permitted to enter Creaholic's premises without prior written authorisation.

During the term and upon termination of the agreement, each party may include in its reference list or otherwise publish the name of the other party, including its logo, and the project in a generic form, considering the applicable contract and the business interests of the other party.

In all other respects, the non-disclosure agreement, if any concluded between the parties, shall prevail and take precedence over these GCC.

13. Intellectual Property Rights (IPR)

Creaholic retains all intellectual property and know-how of all information, documents, processes, data, objects, know-how, software, etc. provided by Creaholic to the Customer for the performance of the contract.

The use for internal purposes by the Customer is granted without restriction.

Creaholic continuously develops Pulse Feedback and makes changes and improvements to the software. It is entitled to freely develop the software further, i.e. to include new functions and to remove or modify existing ones. Creaholic reserves the right to price new features and modules separately.

The development of new features at the request of the Customer will be agreed separately, including intellectual property, and will be charged accordingly.

14. Rights to Uploaded Content and Analyses

The rights to the uploaded content and the analyses resulting from Pulse Feedback remain with the Customer. However, the Customer grants Creaholic the right to store this content and to make it available to authorised persons of the Customer within the framework of Pulse Feedback.

15. Liability

Creaholic shall be liable only in case of proof of unlawful intent or gross negligence and only for direct damages. Further claims for damages by the Customer against Creaholic, in particular but not exclusively, claims caused by fault in the conclusion of contract (*culpa in contrahendo*), positive breach of contract, breach of secondary contractual obligations, consequential harm caused by a defect, tort, delay, impossibility and infringement of third party intellectual property rights are excluded. Creaholic is not liable for any direct or indirect financial losses that may be caused by the use of the Pulse Feedback software. Any liability for auxiliary personnel and suppliers is excluded. The legislation regarding personal data remains reserved.

If, in the course of fulfilling the agreement, Creaholic becomes aware that intellectual property or other rights of third parties may be infringed, it will notify the Customer. If the Customer insists on the performance of the contract, it is obliged to indemnify and hold Creaholic harmless.

If Creaholic is directly confronted with claims from third parties, the Customer will immediately and fully indemnify Creaholic. In this case, Creaholic will immediately block the Customer's access to the platform.

16. Effects of Terminating the Agreement

Customer can download the data stored on Pulse Feedback via the export functions before the end of the agreement. Creaholic is not obliged to make the data available to the Customer in any other form. Unless otherwise agreed with the Customer, the personal data will be stored by Creaholic for 12 months after the expiry of the agreement and can be delivered on request at a charge. At the end of this 12-month period, the personal data will be deleted. Legal archiving obligations remain reserved.

After termination of the agreement, the Customer is no longer entitled to use the platform.

17. General Provisions

Customer hereby agrees that Customer and personal data (e.g. contact details) provided to Creaholic in connection with the business relationship may be processed by Creaholic for the purpose of the agreement, and that Creaholic may transfer the data to third parties (e.g. credit assessment, debt collection agencies, insurance companies) to the extent necessary for the performance of the agreement or the assertion of rights.

During the term of the agreement and up to one year after termination of the contract, the Customer and affiliated persons and/or entities are prohibited from hiring or commissioning employees or consultants of Creaholic.

Should one or several provisions of these GCC be invalid or ineffective, or should the GCC contain a loophole, the effectiveness or validity of the remaining provisions is not affected thereby. An ineffective or invalid provision shall be replaced by the interpretation that comes closest to the economic meaning and the intended economic purpose of the ineffective, respectively invalid provision. The same shall apply in the event of a loophole.

Amendments to these GCC shall be notified to the Customer in writing (by email) and shall be deemed to have been approved unless the Customer rejects them within 30 days upon receipt of such amendments.

Creaholic reserves the right to send information related to Pulse Feedback directly to the Customer and its authorised persons by email. Recipients of these newsletters may unsubscribe from them individually.

18. Applicable Law, Place of Jurisdiction

These GCC and the agreement with the Customer are governed exclusively by Swiss law, excluding the conflict of laws.

The ordinary courts at the domicile of Creaholic have exclusive jurisdiction, whereby the Customer waives its ordinary venue. However, Creaholic can take legal action before the courts at the place of residence or business of the Customer or before any other competent court.

Annex 1

Regulations on Data Processing

1. Subject

Creaholic has entered into a contract (hereinafter: "Pulse Feedback Contract") with the Customer for the use of the Creaholic Pulse Feedback software (hereinafter: "Pulse Feedback"). The Creaholic Pulse Feedback terms and conditions (hereinafter: "Pulse Feedback GCC") form the integral part of the Pulse Feedback contract.

The present regulations on data processing convey the details on data processing by Creaholic and form an annex to the Pulse Feedback contract from the date of its signing. They supplement the data protection provisions of the Pulse Feedback contract (in particular clause 6 of the Pulse Feedback GCC). In the event of contradictions, the provisions of this annex 1 take precedence.

2. Validity Period of the Annex

The validity of annex 1 corresponds to that of the Pulse Feedback contract. The duty of confidentiality with regards to the contractual data remains in force even after termination of the Pulse Feedback contract. Creaholic's legal and contractual obligations to retain data remain reserved.

3. Scope and Responsibility

Creaholic processes personal data on behalf of the Customer. This includes activities that are specified in the Pulse Feedback contract and the Pulse Feedback GCC. Within the framework of this contract, the Customer is solely responsible for the compliance with the legal provisions of the data protection laws, in particular for the legality of the data transfer to Creaholic and for the legality of the data processing.

4. Duties of Creaholic

1. Creaholic undertakes to process the personal data provided by the Customer and its authorised persons exclusively in accordance with the Customer's instructions and within the framework of the fulfilment of the Pulse Feedback contract. The scope is described in particular in article 6 of the Pulse Feedback GCC, which form integral part of the Pulse Feedback contract. The obligation in this regard is transferred to the employees of Creaholic and third parties involved in the processing of personal data. Creaholic expressly reserves the right to process data in accordance with legal obligations and/or official directives. Creaholic will inform the customer of such data processing as soon as possible. Furthermore, Creaholic guarantees that the persons authorised to process personal data have committed themselves to confidentiality or are subject to an appropriate legal duty of confidentiality. The confidentiality obligation continues to apply even after termination of the contract.
2. Creaholic will take reasonable steps to ensure the reliability of any employees, agents or contractors who are given access to the personal data. In particular, Creaholic will ensure that the

access is limited to those persons who need to know the personal data for the purposes set out in the Pulse Feedback contract and the Pulse Feedback GCC.

3. Creaholic undertakes to apply appropriate technical and organisational measures to protect the contractual personal data in its sphere of risk and control. Creaholic takes measures that ensure the confidentiality, integrity, availability and failure-safety of systems and services in connection with the processing of personal data on a permanent basis. Creaholic ensures that these measures provide a level of security appropriate to the risks of the processing and the nature of the personal data to be protected, taking into account the state of the art and the cost of their implementation. Creaholic is entitled to modify the organisational and technical measures taken. However, it must be ensured that the contractually agreed level of protection is not undercut.
4. It is the responsibility of the Customer to ensure the rights of the data subjects. However, Creaholic undertakes to provide the Customer with the necessary information to fulfil its obligations towards the data subjects in a timely manner, insofar as it has access to the information requested (rights of the data subjects to information, access, correction and deletion, data portability, objection and – insofar as applicable – in connection with automated decision-making in individual cases). Mandatory statutory provisions or official orders which conflict with this information remain reserved.
5. If Creaholic is requested by the authorities to disclose data about the Customer or the persons authorised by the Customer, it will immediately send the Customer the corresponding request. The same applies if data subjects erroneously assert their rights against Creaholic as a data processor. Corresponding requests must also be forwarded to the Customer immediately. The Customer is responsible for initiating the necessary steps or for issuing the necessary instructions. If the Customer does not respond within a period set by the authority, Creaholic is authorised, even without the Customer's consent, to at least inform the authority that it is only acting as a data processor in this context and that the Customer must be contacted as the responsible person. If the authority persists with its request to Creaholic, the latter has the right to transfer the data in order to ward off sanctions against itself, if necessary.
6. Creaholic keeps a written record of the processing of personal data that it carries out for the execution of the contract. This contains the name and contact details of Creaholic, subcontractors and, if applicable, data protection officers, the categories of data processing and, if applicable, the transfer of personal data.
7. If Creaholic considers that an instruction given by the Customer to be contrary to applicable law, it will inform the Customer accordingly. Creaholic is entitled not to follow such an instruction until it receives feedback from the Customer.
8. Creaholic will inform the Customer immediately if it becomes aware of any violations of the protection of the Customer's personal data. The information will be provided in writing (an email will suffice) in an appropriate manner about the nature and extent of the breach. Creaholic will take the necessary measures to secure the data and to mitigate any possible adverse consequences for the persons concerned and will consult with the Customer on this without delay.
9. Creaholic will provide the Customer with the contact person for data processing issues that arise within the scope of the agreement.
10. Creaholic corrects or deletes the contractual data if the Customer instructs it to do so and this is covered by the scope of instructions. The personal data will be deleted after 5 years at the latest.

5. Duties of the Customer

1. Customer shares with Creaholic only the data that is necessary for the fulfilment of the contract or the survey (minimisation principle).
2. As the responsible party, the Customer is obliged to inform its employees and its authorised persons who transmit personal data in the context of the use of the Pulse Feedback software about the manner in which the data is processed, to inform them of their rights and to obtain any necessary consent itself. It is solely responsible vis-à-vis its authorised persons for the lawfulness of the data processing (cf. also the regulations in the Pulse Feedback GCC).
3. Customer must inform Creaholic immediately if it discovers errors or irregularities in the order results with regard to data protection regulations.
4. Customer shall name the contact persons for data protection issues arising within the scope of the agreement.

6. Control Options

1. If in individual cases, inspections in Creaholic's sphere of control are required by the Customer or an inspector commissioned by the Customer, these will be carried out during normal business hours without disrupting operations after notification, taking into account a lead time of at least 14 days. Creaholic has the right to accompany the inspection. Creaholic may make this dependent on prior notification with the lead time and on the signing of a declaration of confidentiality and the technical and organisational measures put in place. If the inspector appointed by the Customer is in a competitive relationship with Creaholic, Creaholic has the right to object to the inspector. Creaholic has the right to request an independent inspector for the inspection. Creaholic has the right to charge for its efforts in the inspection at the hourly rate specified in the Pulse Feedback contract. The costs of the external inspector will be borne by the Customer. Creaholic will pay the costs of the external auditor if serious breaches of data protection are discovered and these are not disputed by Creaholic.
2. Should a data protection supervisory authority or other sovereign supervisory authority inspect Creaholic as part of an inspection of the Customer, clause 6.1. applies.

7. Subcontract data processor

Creaholic is entitled to use subcontract data processors for the execution of the Pulse Feedback contract. It lists the subcontracted data processors on the website <https://www.start-pulse.com/unsere-partner> and keeps the list up to date. Creaholic informs the Customer in advance if it uses new subcontract data processors or replaces existing subcontract data processors. The Customer may object to the use of the new subcontracted data processors for good cause under data protection law within a period of 30 days from receipt of the information. If no objection is made within this period, consent to the change shall be deemed to have been given. If the Customer objects, both parties shall be entitled to a (special) right of termination for a period of one month with immediate effect with a one-month notice period. Without termination, the contract shall continue with the new conditions. Information on security measures of the sub-processors is available at datenschutz@creaholic.com.

Creaholic will enter into agreements with these third parties to the extent necessary to ensure appropriate data protection and information security measures.

8. Modifications and Termination

1. Modifications to these regulations on data processing must be recorded in an addendum. An addendum can also take the form of an email, i.e. Creaholic can send changes to it by email. The Customer may object to the modification within a period of 30 days from receipt of the information. If no objection is received within this period, the Customer is deemed to have agreed to the modification. If the Customer objects, both parties are entitled to a (special) right of termination for a period of one month with immediate effect with a one-month notice period. Without termination, the contract continues with the new conditions. Creaholic is entitled to change the organisational and technical measures taken at any time. However, it must be ensured that the contractually agreed level of protection is not undercut.
2. For the termination of the Pulse Feedback agreement, the provisions of the Pulse Feedback contract and the Pulse Feedback GCC apply. Creaholic is obliged to return or physically delete the data stored within 12 months after the termination of the contract at the request of the Customer and to confirm the deletion to the Customer. Legal obligations to retain data are expressly reserved. Creaholic will not retain any copies unless it is entitled to do so under the Pulse Feedback contract or unless it is required to do so by law. The parties agree that automatically generated backup copies are excluded from this provision and do not have to be deleted at the time of termination of the contract.

Annex 2

Description of Transfer and Processing of Data

1. Categories of Data

- **Participant data**
Such as e.g. last name, first name, email address, personnel number, team/department, language
- **Survey data**
Such as e.g. ratings, comments on the questions
- **User data**
Such as e.g. clicks, log files, IP address

2. Purpose of Transfer and Processing

- Operating a platform to collect and analyse employees' feedback. Within this framework, e.g.:
Collecting and storing participant data, sending emails to administrators and participants, collecting feedback (ratings and comments), calculating and semantically analysing survey results based on the ratings and comments.
- Data processing in the context of conducting and evaluating the surveys, e.g.: specific result analyses in the context of a consultancy mandate.
- Creation of a benchmark with the anonymised data.

3. Categories of Data Subjects

- Employees of the Customer
- (External) authorised persons by the Customer

4. Special Categories of Data

Due to the comment function, it cannot be ruled out that special data will be processed. This may involve the following categories of data:

- Data on racial and ethnic origin
- Political opinions
- Religious or ideological beliefs
- Biometric data
- Data on health
- Data on social assistance
- Data on administrative or criminal prosecutions and sanctions
- Data on sexual life and sexual orientation

6. Location of Personal Data

The Pulse Feedback software is operated in data centres with the highest security standards at Amazon Web Services („AWS“) in the EU (Frankfurt and Dublin). Amazon Web Services are ISO/IEC 27001, 270017, 27018 and 9001 certified. Details of AWS data protection can be found at the following link: <https://aws.amazon.com/de/compliance/data-privacy-faq/>.

In certain cases (e.g. in the context of support, development work, result analyses), local data backups can be created, which can also be stored outside of AWS. In these cases, the data is only hosted locally on encrypted computers or on Microsoft SharePoint servers, in both cases in Switzerland. Details on Microsoft SharePoint data protection can be found at the following link: <https://learn.microsoft.com/de-ch/sharepoint/safeguarding-your-data>.