



ClickSoftware® Cloud Service Privacy Policy

This is the privacy policy (“**Privacy Policy**”) that governs how we, ClickSoftware Technologies Ltd., and our affiliated companies (“ClickSoftware”, “we”, “our” or “us”), use Personal Information (defined below) that we obtain from our clients (“**Clients**”) who are using our cloud products and services, including our mobile software applications that are used in conjunction with our cloud products (collectively, our “**Cloud Service**”). It explains what Personal Information we receive and collect about (i) our Clients and their personnel (“**Personnel**”); and (ii) the customers of our Clients (“**End Customers**”), and how we use, process, retain and transfer such Personal Information.

1. **Introduction.** We are committed to respecting privacy and recognize the need for appropriate protection and management of any Personal Information that is shared with us as part of using our Cloud Service. As used in this Privacy Policy, “**Personal Information**” means any information that may be used, either alone or in combination with other information, to personally identify an individual, including, but not limited to, a first and last name, a phone number, an email address and other contact information.
2. **Cloud Service Agreements.** This Privacy Policy forms part of the Cloud Service subscription or services agreement that we enter into with our Clients (each a “**Cloud Service Agreement**”). Capitalized terms not defined herein shall have the meaning ascribed to them in the Cloud Service Agreement.
3. **Modification.** We reserve the right, at our discretion, to change the terms of this Privacy Policy at any time. Such change will be effective ten (10) days following the earlier of: (i) our posting of the revised Privacy Policy on our website www.clicksoftware.com (the “**Site**”); and/or (ii) an email notification to our Clients.
4. **Our collection and receipt of Personal Information.** We may receive and/or collect Personal Information in the following ways:
 - 4.1. Client Account Set-Up and Account Use: As part of setting up and maintaining a Client account to use the Cloud Service we may collect certain Personal Information that a Client chooses to provide about its Personnel. Such Personal Information may include a user ID, name, email address, phone number, address, information about a Personnel’s skills and professional experience, and other Personal Information that the Client chooses to make available in connection with its, and its Personnel’s, use of the Cloud Service. In order to access and use the Cloud Service, a separate user name and password will be created for individual Personnel.
 - 4.2. Location Based Services and Personnel: Some of our Cloud Service products (each a “**Location Based Service**”) are dependent on data related to the geographic location of the mobile device on which the Cloud Service is being used by Personnel. (“**Location Data**”). We use various technologies to determine location, such as global position system (GPS) signals, Wi-Fi access points, and cell tower ids. If you choose to use these Location Based Services, you agree that we may receive Location Data. If you don’t want us to receive your Location Data, you should be able to use the settings on your mobile device to turn off location-sharing features. Please be aware though, that if you choose to turn off device location-sharing features, you may not be able to use our Location Based Service and your (and our Client’s) use of the Cloud Service may be negatively impacted. Please consult with your employer or organization before turning off any device-based location services.
 - 4.3. Personnel Mobile Device Data: In addition to Location Data, we may collect other limited information from the mobile device of Personnel who are using our Cloud Service. Such information may include the Personnel’s user name, mobile device type, mobile device id, the date and time stamps of Cloud Service usage, and browser information.
 - 4.4. End Customers: As part of providing our Cloud Service to a Client, we may collect certain Personal Information that a Client chooses to provide about its End Customers. Such information may include

an End Customer's name, email address, phone number, fax number, and other Personal Information that the Client chooses to make available in connection with its use of the Cloud Service.

- 4.5. Log Files: Our Cloud Service may make use of log files. The information inside the log files may include internet protocol (IP) addresses, application times taken to process Cloud Service user requests, Cloud Service user action details along with input parameters for debugging, Device IDs, public telephone numbers (PTNs), browser types, date/time stamps, referring/exit pages, clicked pages and any other information that a browser may send to us.
- 4.6. Cookies: The Cloud Service may utilize session "cookies" for authentication validation purposes. A "cookie" is a small text file that may be used, for example, to authenticate access to the Cloud Service. Most browsers allow you to control cookies, including whether or not to accept them and how to remove them. You may set most browsers to notify you if you receive a cookie, or you may choose to block cookies with your browser. Please be aware that if you choose to block a cookie, your login attempt to the Cloud Service may be unsuccessful.

5. **The Way We Use Personal Information.**

- 5.1. Client and Personnel Information: We only use the Personal Information of a Client and its Personnel to: (i) contact the Client, (ii) provide our Cloud Service to the Client, and (iii) to identify and authenticate the Client's and its Personnel's access to our Cloud Service.
 - 5.2. End Customer Information: We only use the Personal Information of an End Customer to provide the Cloud Service to the Client that is related to that End Customer. In connection thereto, we may disclose an End Customer's Personal Information to the Client (and its Personnel) that is related to that End Customer.
 - 5.3. Affiliates: We may transfer Personal Information to the subsidiaries and affiliated companies (each an "Affiliate") that are within the ClickSoftware group of companies, but only for the purpose of providing our Cloud Service. Such information may be transferred to other countries around the world in which we have Affiliate offices, including England, Germany, India, USA, Israel and Australia. Our Affiliates are required to process any such Personal Information in compliance with this Privacy Policy. Notwithstanding the foregoing, we will comply with applicable laws regarding Personal Information transfers as well as any transfer restriction that is specified in a specific Cloud Service Agreement between ClickSoftware and a Client.
 - 5.4. Our Third Party Providers: We may transfer Personal Information to our third party service providers and partners (for example, a third party server hosting provider for hosting storage purposes), but only to assist us with our business operations and to enable us to provide our Cloud Service. Such information may be transferred to other countries around the world. Notwithstanding the foregoing, we will comply with applicable law regarding Personal Information transfers as well as any transfer restriction that is specified in a specific Cloud Service Agreement between ClickSoftware and a Client. We use commercially reasonable efforts to only engage or interact with third party service providers and partners that post a privacy policy governing their processing of Personal Information.
 - 5.5. Other Disclosures: We may disclose your Personal Information or any information that is submitted to us via the Cloud Service if we have a good faith belief that disclosure of such information is helpful or reasonably necessary to: (i) comply with any applicable law, regulation, legal process or governmental request; (ii) enforce our Cloud Service Agreement, including investigations of potential violations thereof; (iii) detect, prevent, or otherwise address fraud or security issues; or (iv) protect against harm to the rights, property or safety of ClickSoftware, our users, or the public.
 - 5.6. Retention: We reserve the right to retain any Personal Information and other Cloud Service-related data in order to: (i) fulfill the purposes that are described in this Section 5 (*The Way We Use Personal Information*) of this Privacy Policy, and (ii) to comply with applicable law.
6. **Anonymous Information**. We may use Anonymous Information (defined below) or disclose it to third party service providers, to provide, improve and develop our Cloud Service, including to analyze trends and gather demographic information. "**Anonymous Information**" means information which

does not enable identification of an individual user, such as aggregated information, about use of the Cloud Service.

- 7. Push notifications.** If you access the Cloud Service while using your mobile device, you may receive push notifications from ClickSoftware or your employer/organization. If you don't want to receive push notifications, you should be able to use the settings on your mobile device to turn off push notifications for a specific mobile application. Please be aware though, that if you choose to turn off push notifications, your (and our Client's) use of the Cloud Service may be negatively impacted. Please consult with your employer or organization before turning off push notifications.
- 8. Opting-Out of Promotional Emails.** You may choose not to receive future promotional or advertising emails from us by selecting an unsubscribe link at the bottom of each email that you receive from us. Please note that even if you opt out of receiving the foregoing emails, we may still send you a response to any "Contact Us" request as well as administrative, maintenance and operational emails (for example, in connection with a password reset request) that are necessary to facilitate use of the Cloud Service.
- 9. Client Choice.** Each of our Cloud Service users may choose whether or not to provide or disclose Personal Information in connection with its use of the Cloud Service. If a Cloud Service user chooses not to provide the Personal Information we request, it may still visit and use parts of the Cloud Service, but may be unable to access or use certain features, options, programs, and services that involve our interaction.
- 10. Access and Accuracy - Clients.** To the extent that we are provided with Personal Information, we wish to maintain accurate Personal Information. Our Clients may log into their Cloud Service account and use the Cloud Service tools to access or correct a material inaccuracy in certain Personal Information that we may be storing. If a Client would like to access, delete or correct any other Personal Information that we may be storing, the Client may submit an access request by sending an email to privacy@clicksoftware.com. The email should include adequate details of the request.
- 11. Access and Accuracy - End Customers and Personnel.** As required by law, we provide individuals (including End Customers and Personnel) with the right to access, correct, or delete any of their Personal Information that we may be holding. Any such request should be forwarded to our Privacy Officer (the details are provided below). The email should include adequate details of the request, and we may ask for an identity verification before acting on a request. We may request that an individual first attempt to resolve their concern (and show proof thereof) with the Client that provided, or made available, the information to us. We may reject a request for certain reasons, in accordance with an exemption that is permitted under applicable law, for example if the request is fraudulent, vexatious, extremely impractical, risks the privacy of others, or requires disproportionate technical effort. Please be aware that, in accordance with applicable law, we may charge a fee to act on a request that would require a disproportionate effort.
- 12. Links to Other Sites and Third Party Advertisements.** Third party advertisements may appear on some pages of the Cloud Service, for example on the Cloud Service account log-in page. Such third party advertisements, and other parts of the Cloud Service (for example, the Cloud Service account log-in page) may also contain links to third party websites and services that are not owned or controlled by ClickSoftware. We are not responsible for the privacy practices or the content of third party websites, services and advertisements, and you visit them at your own risk.
- 13. Safe Harbor Framework.** ClickSoftware complies with the U.S.-EU Safe Harbor Framework and the U.S.-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland. ClickSoftware has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view ClickSoftware's certification, please visit <http://www.export.gov/safeharbor/>.

- 14. Enforcement/Verification.** ClickSoftware uses the self-assessment approach to verify our compliance with this Privacy Policy. To do so, we conduct periodic compliance audits of our privacy practices. If we become aware that any of our employees or third party service providers are using or disclosing Personal Information in a manner that violates this Privacy Policy, we will take reasonable steps to prevent or stop the use or disclosure.
- 15. Dispute Resolution.** Please direct any questions or concerns you may have regarding the use or disclosure of Personal Information to our Privacy Officer at privacy@clicksoftware.com. We will investigate and attempt to resolve complaints and disputes regarding use and disclosure of Personal Information in accordance with the principles contained in this Privacy Policy. Any complaint or dispute involving Personal Information that cannot be resolved internally, may be referred for resolution to the International Centre for Dispute Resolution (ICDR®), the international division of the American Arbitration Association (AAA®). For information on the ICDR®/AAA®, and the administrative process, please see <http://go.adr.org/safeharbor>.
- 16. Security.** The security of Personal Information is important to us. We follow generally accepted industry standards to protect the Personal Information submitted to us, both during transmission and once we receive it. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect Personal Information, we cannot guarantee its absolute security. Additional information about our Cloud Service security practices is available at: <https://www.clicksoftware.com/cloud-service-security/>.
- 17. Children's Privacy.** Our Cloud Service is not structured to attract children under the age of 18. Accordingly, we do not intend to collect Personal Information from anyone we know to be under 18 years of age.
- 18. In the Event of Merger, Sale, or Change of Control.** We may transfer or assign this Privacy Policy and any Personal Information to a third party entity that acquires or is merged with as part of a merger, acquisition, sale, or other change of control.
- 19. How We Respond to Do Not Track Signals.** ClickSoftware does not track Cloud Service users over time and across third party websites to provide targeted advertising. Accordingly, we do not currently respond or take any action with respect to web browser "do not track" signals or other mechanisms that provide consumers the ability to exercise choice regarding the collection of personal information about an individual consumer's online activities over time and across third-party web sites or online services.
- 20. Contacting Us and our Privacy Officer.** Any comments, concerns, complaints, or questions regarding our Privacy Policy may be addressed to the ClickSoftware privacy officer ("Privacy Officer") at privacy@clicksoftware.com.

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