

HRS RECRUITING POLICIES

Recruiting Terms of Use
Recruiting Privacy Policy

Last update and effective May 2018

I GENERAL

1 Preamble

The present Recruiting Terms of Use and Recruiting Privacy Policy form together and are referred to hereinafter as the “**Policies**”.

The Policies shall apply to any applicant (hereinafter the “**Applicant**”, “**you**”, “**your**”, or “**yourself**”) in his/her relations with:

HRS – HÔPITAUX ROBERT SCHUMAN S.A, a public limited company (*société anonyme*) incorporated under the laws of Luxembourg and registered with the Luxembourg Trade Register (*Registre du Commerce et des Sociétés du Luxembourg*) under number B210963, whose registered office is at 9, rue Edward Steichen, L - 2540 Luxembourg (hereinafter “**HRS**”, “**we**”, “**our**”, or “**us**”)

as set for the below:

2 Acceptance of the Policies

By using the HRS Recruiting Services (as defined hereinafter), and in particular by submitting an Application (as defined hereinafter) with HRS, you agree to accept and comply with the Policies.

You should read the Policies, including the documents referred to therein, carefully and in their entirety before submitting an Application or otherwise use the HRS Recruiting Services, as the Policies constitute a legally binding agreement between you and HRS which govern the use of the HRS Recruiting Services and define your rights, obligations and responsibilities in dealing with HRS.

BY ACCEPTING THE POLICIES, YOU ACKNOWLEDGE THAT YOU UNDERSTAND ANY INFORMATION SET FORTH THEREIN AND THAT YOU FORMALLY, EXPRESSLY AND IRREVOCABLY AGREE TO THE POLICIES.

IF YOU DO NOT ACCEPT THE POLICIES, DO NOT USE THE HRS RECRUITING SERVICES.

As long as you agree to and comply with the Policies, HRS grants to you a personal, non-exclusive, non-transferable, non-sublicensable and limited right to access and use the HRS Recruiting Services.

Please note that we may not be able to provide all HRS Recruiting Services to you in case you do not provide all the Personal Information (as defined hereinafter) requested during the application process. Please note that you have however the free choice not to fill in information into fields which are not mandatory; such absence of information will have no negative influence on the outcome of your Application.

3 Definitions

Unless the context otherwise requires, the following capitalised terms shall have the following meaning in the Recruiting Terms of Use and the Recruiting Privacy Policy:

“Application”: An application, whether for a specific job position or internship position declared vacant or advertised by HRS or whether general and spontaneously submitted by the Applicant for employment or internship with HRS.

“Personal Information”: Any information relating to an identified or identifiable natural person, such as name, address and e-mail address. “Personal Information” does not include anonymised data or any aggregated data that does not allow for the identification of an individual.

“HRS Recruiting Services”: The services, products, websites (in particular the HRS e-Recruitment Website), software, content, features or any other materials made available by HRS with a view to allow you to submit an Application.

“HRS Member”: Any natural person who has submitted an Application and henceforth accepted the Policies.

“HRS e-Recruitment Website”: Any website used by HRS to provide the HRS Recruiting Services.

II RECRUITING TERMS OF USE

1. What HRS Recruiting Services consist in ?

HRS offers an online recruitment application allowing candidates to submit an Application via the HRS e-Recruitment Website. The possibility to use HRS Recruiting Services shall however not deprive individuals of the right to submit an Application by other means, for instance in paper form.

The HRS Recruiting Services mainly aim at facilitating the recruitment process and to provide you with the ability to submit an Application over the Internet.

2. Use of the HRS Recruiting Services

2.1 General obligations and information to be submitted

The use of the HRS Recruiting Services is personal to you and you may not assign any of your rights and obligations under the Policies to any third party.

You shall not use the HRS Recruiting Services for any purpose other than your own personal and non-commercial use and you remain entirely, solely and exclusively responsible and liable for any content and information, whether in text, image, audio, video or any other format, you submit when using HRS Recruiting Services.

You shall in particular refrain from submitting information that is inaccurate, incorrect, incomplete, unreliable or misleading.

2.2 Unlawful & prohibited use

You formally and expressly commit towards HRS that you will not use the HRS Recruiting Services:

- for any purpose other than your own personal and non-commercial use;
- to submit any information or Application for any other person or assist anyone other in doing so without the prior express consent of the person for which such Application is submitted;
- for any purpose that is unlawful or prohibited by the Policies. You must in particular not use the HRS Recruiting Services in any manner that could damage, disable, overburden or impair the HRS infrastructure (e.g. by submitting double candidatures);
- to perform any criminal activity, of whatsoever nature, including, without limitation, to attempt to gain unauthorised access to any information submitted by others via HRS, any computer systems or networks connected to HRS through hacking, password mining or any other means.

In the event an Application has been submitted in violation of the foregoing provisions, HRS may choose to take (i) any internal action which it deems appropriate (such as the deletion of such Application) or (ii) elect to take further action, including claims for damages against the author of such action.

If there is suspicious activity related to your Application (e.g. the information submitted is incorrect), we may (but are not obligated to) request additional information from you, including authenticating documents and suspend the process pending our review. In the event we require you to submit such additional information, you are obligated to comply with such requests or you have to accept the deletion of your Application.

3 Right of use

3.1 Right to use the HRS Recruiting Services

Any HRS Member is granted a limited, non-exclusive right to access and use the HRS Recruiting Services under the conditions set forth in the Policies.

You agree in particular that you shall not:

- access or use the HRS Recruiting Services in violation of any applicable laws or Policies;
- make derivative works incorporating any of the elements of or reverse-engineer or decompile or try to access or modify in any way the source codes of any software.

3.2 Ownership, Names, Images & Logos

HRS holds and reserves all intellectual property rights in, and in relation to, the HRS Recruiting Services, in particular but without limitation relating to trademarks, trade names, database rights, processes, software, patents, copyrights, designs, logos, calculations, algorithms and domain names.

All materials directly or indirectly related or relating to the HRS Recruiting Services are the property of HRS and are protected under applicable laws.

The following are, in particular and without prejudice to the exhaustiveness of the enumeration to follow, the exclusive property of HRS: trademarks, service marks and logos of HRS and all other content and materials, in particular names, images, logos, software, text, graphics, data, prices, trades, charts, graphs, video and audio (of whatsoever format and nature), relating to or identifying HRS in whatsoever form (e.g. text, graphic, images, audio, video, html code, buttons, trademarks, software, logos) (hereinafter "**Trademarks**").

You must not, and must not permit, allow or help anyone to copy, reproduce, modify, republish, upload, post, transmit, scrape, collect or otherwise distribute the Trademarks in any form or by any means, whether manual or automated. The use of any such Trademarks on any other website or networked computer environment for any other purpose is strictly prohibited. Any such unauthorized use may constitute a violation of applicable intellectual property rights and as such may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

The provisions enshrined in the foregoing paragraphs of this section apply, as the case may be, likewise to third parties or their products and services.

3.3 Restrictions

Unless expressly authorized by the present Recruiting Terms of Use, you must not, and must not permit, allow or help any third party to:

- use the HRS Recruiting Services for any other purposes than your purely personal purposes (e.g. you must not allow a third party to access or otherwise use the HRS Recruiting Services for any competitive analysis, commercial, professional, or other for-profit purposes);
- copy the HRS Recruiting Services, in particular any software used in relation thereto (except as, the case may be, required to run HRS Recruiting Services on your device for your personal use);
- modify, adapt, or create derivative works of the HRS Recruiting Services;
- rent, lease, loan, resell, transfer, sublicense or distribute the HRS Recruiting Services to any third party;
- offer any functionality of the HRS Recruiting Services to a third party;
- decompile, disassemble or reverse-engineer or otherwise attempt to derive any software source code, algorithms, methods or techniques used or embodied in any of the features offered by HRS;
- remove, alter, obscure, cover or change any trademark, copyright or other proprietary notices, labels or markings from or relating to HRS.

4 Warranties

No warranty is given that the HRS Recruiting Services are available on an uninterrupted basis, and no liability shall be accepted in respect of losses or damages arising out of such unavailability. HRS does in particular not warrant that it will operate its services in a manner which is error-free, virus-free, bug-free, or in an uninterrupted, timely, secure, accurate, complete or compatible with your equipment or electronic communications facilities.

HRS does not warrant that the HRS Recruiting Services meet your requirements or expectations or that it will fit any particular purpose and you expressly acknowledge and agree that HRS does not provide any warranty as regards any successful securing of an internship or a job position with HRS in the event you submit an Application.

Any and all further warranties not expressly set forth in the Policies are formally excluded.

5 No advice

For the avoidance of doubt, HRS does not provide any advice in connection with the HRS Recruiting Services.

Any decision to submit an Application or any response or information you may submit via HRS is exclusively your decision and HRS shall not be responsible in relation thereto.

III RECRUITING PRIVACY POLICY

1 Preamble

For HRS, the protection of your privacy is a primary concern. These Policies shall govern HRS' processing, including the collection, use, retention, disclosure and protection of your Personal Information in relation to the HRS Recruiting Services.

This Recruiting Privacy Policy sets out the privacy aspects of the Policies relating to HRS and complements the Recruiting Terms of Use of which it forms an integral part. This Recruiting Privacy Policy is to be read in conjunction with the Recruiting Terms of Use.

For all points not covered by this Recruiting Privacy Policy, you shall refer to the Recruiting Terms of Use which shall apply.

In the event of inconsistency between this Recruiting Privacy Policy and the Recruiting Terms of Use, the latter shall prevail.

2 General

The purpose of this Recruiting Privacy Policy is in particular to describe:

- the types of Personal Information we collect and how it may be processed;
- our use of cookies and similar technologies;
- how and why we may disclose your Personal Information to third parties or third party service providers or transfer your Personal Information within and outside of the European Union;
- your data protection rights, in particular your right to object to the processing of your Personal Information, as well as (amongst others) your right to access, rectify and erase your Personal Information;
- the security measures we use to protect your Personal Information; and
- the storage of your Personal Information by HRS.

3 Data controller & data protection officer

HRS is the legal entity responsible for the collection and processing of your Personal Information.

As for HRS data protection is a primary concern, we have designated a data protection officer with a view to inform and advise HRS on how to protect your privacy. Please find hereafter the contact details of our data protection officer:

Email: privacy@hopitauxschuman.lu

4 Collection and use of personal information

4.1. Personal Information we collect

For any access or use of the HRS Recruiting Services you shall supply your Personal Information directly to us.

The Personal Information we may collect and process includes, amongst others:

- contact information, such as name, home address, email address, telephone or mobile phone number;
- identity verification information;
- residence verification information;
- your professional and educational record, including diplomas or the case may be, any assessment established by your previous employers;
- linguistic competences, whether oral or written;
- in case you want on your own free choice do so, any other information on your person, such as information on your age, gender, etc.

You may also be required to provide HRS with your Personal Information when you, amongst others, access or use HRS, require support, send us information for troubleshooting or other analysis, participate in a survey or other activities of HRS, or solicit any other communication from HRS.

HRS may also collect additional Personal Information relating to you, such as

- any device information, in particular as to the computer, device, or browser that you rely on in order to access or use the HRS Recruiting Services, such as your *Media Access Control (MAC)* address, device type (e.g. Windows or Macintosh), screen resolution, operating system name and version, device manufacturer and model, language, Internet browser type and version, and the name and version of HRS you are using;
- any usage data: When you access or use the HRS Recruiting Services, we and our partners may track you and collect information (including Personal Information) about how you use the HRS Recruiting Services, such as the date and time your device connects with our servers, what information and files you have uploaded, saved, accessed, rectified or otherwise modified, the features you use, your search queries and the amount of data you submit;
- any of your IP addresses (a number that is assigned to the device that you use to access the Internet). We automatically log IP addresses in our server log files whenever you access or use HRS, along with the time of your visit and the page(s) that you visited;
- any other Personal Information relating to you, whether publicly available or not, we collect or receive from other online or offline sources, such as public databases, joint marketing partners, social media platforms, conference hosts, event companies, and other third parties.
- Please note that you are free to not provide all the Personal Information mandatorily requested by HRS during the application process, with the understanding that such refusal to provide us with such information prevents you from using HRS Recruiting Services and that this may lead to a refusal of your Application.

4.2 The legal bases allowing HRS to collect and process your Personal Information

The collection and processing of your Personal Information in relation to HRS Recruiting Services is lawful as it is:

- necessary for the performance of a contract to which you are party or in order to take steps, at your request, prior to entering into such contract;
- necessary for the purposes of HRS' legitimate interests further detailed in point 3.4. of the present Recruiting Privacy Policy as such interests are not overridden by your interests or fundamental rights and freedoms.

The collection and processing of your Personal Information in relation to HRS Recruiting Services is also lawful as you have, prior to any collection or any processing of your Personal Information, given your consent to the processing of your Personal Information for the purposes outlined in the present Recruiting Privacy Policy.

4.3 Conditions applicable to your consent

Please note that you have, at any time, the right to withdraw your consent to the processing of your Application and, in case you originally expressly consented thereto, the storage of your Personal Information for job or internship positions with HRS other than the one(s) for which you originally made your Application for. The withdrawal of your consent shall however not affect the lawfulness of processing based on your consent before its withdrawal.

In case you are below the age of 16 years, HRS will, in accordance with applicable data protection legislation, only be allowed to process your personal data on the basis of your consent if and to the extent that such consent to the processing is also given or authorised by a holder of parental responsibility over you and HRS will make reasonable efforts to verify that a holder of parental responsibility over you is also consenting or giving his or her authorisation to the processing of your Personal Information as set out in this Recruiting Privacy Policy.

4.4 How we use your Personal Information

HRS processes your Personal Information for various purposes, in particular:

- to complete, fulfil and process your Application, including any subsequent stages of the recruitment process with HRS;
- to communicate with you and to provide you with any service related to your Application;
- to perform identity verifications;
- to respond to your inquiries and support needs and to fulfil any other request you may have;
- to provide you with the HRS Recruiting Services, the HRS e-Recruitment Website, or any other service proposed by HRS, including any updates;

- to allow you to manage your Application;
- to send you administrative information, such as information concerning changes to the Policies, announcements or any information relating to any internship or any job position advertised by HRS (hereinafter “**Job Proposition**”);
- as we believe to be necessary or appropriate: under applicable laws, including laws outside your country of residence; to comply with legal processes; to respond to requests from public and government authorities, including public and government authorities outside your country of residence; to enforce the Policies; to protect HRS and its operations or those of our partners; to protect our rights, privacy, safety, or property (including intellectual property), or that of our partners, you, or others; and to allow us to pursue available remedies or limit the damages that HRS, its partners or others may sustain;
- to test, assess, or otherwise evaluate the effectiveness of our technical and organisational measures ensuring the security of the processing of your Personal Information or to give effect to such measures;
- to prevent any data breach or circumvention of our data security measures or to mitigate their possible adverse effects;
- to personalise your experience by presenting content tailored to your interests;
- to allow you to participate in usability studies, surveys and product tests;
- for our business purposes, such as performing data analysis and audits, improving or developing new features or services relating to the HRS Recruiting Services;
- to ensure that the HRS e-Recruitment Website and any functionality necessary for offering the HRS Recruiting Services are functioning properly;
- for troubleshooting purposes;
- to administer the HRS e-Recruitment Website and to track user movement;
- to gather information for statistical purposes; or
- to comply with applicable laws.

4.5. Use of cookies and similar technology

HRS may use cookies. Cookies are small text files that are placed on your device by websites that you visit. They are widely used in order to make websites work, or work more efficiently, as well as to provide any additional information to the owners of the site.

Cookies are typically stored on your device’s hard drive. Information collected from cookies is used by us to analyse trends, to administer the HRS Recruiting Services, in particular the HRS e-Recruitment Website and to evaluate their effectiveness. The information collected from cookies allows us to determine such things as which parts of the HRS e-Recruitment Website are most visited or possible difficulties our visitors may experience in accessing or using HRS Recruiting Services. With this knowledge, we can provide you with a more personalized experience when using HRS and can improve the quality of such experience by recognizing and delivering more of the most desired features and information and by resolving access difficulties. We may also use cookies or any other technology (in particular those known as web bugs or clear gifs), which are typically stored in emails, to help us confirm your receipt of, and response to, our emails.

We use third party service providers, in particular to assist us in providing HRS Recruiting Services or to better understanding the use of the HRS e-Recruitment Website. Our third party service providers may place cookies on the hard drive of your device and will receive information that will educate us and our service providers on different aspects, such as how visitors navigate on HRS. Our third party service providers may analyse these data, including any Personal Information, and may provide us with reports with a view to allow us to better understand your interests in HRS and to better serve those interests. The data, including any Personal Information, collected by our third party service providers may be linked to and combined with any other data, including Personal Information, relating to you that we process.

5 Keeping your Personal Information up-to-date

We take steps to ensure that the Personal Information we collect is accurate and up to date. Please be aware however, that you are responsible to update your Personal Information immediately if it changes or is inaccurate. HRS shall not be liable for keeping and processing inaccurate information in case that you did not comply with your obligation to keep your Personal Information up-to-date. You can ask an updating of your personal Information [to our contact page](#).

6 Your data protection rights

6.1 General

To exercise your data protection rights outlined in this section, you can contact HRS by sending an email [to our contact page](#) or by contacting our data protection officer. Please clearly indicate in your request what Personal Information you would like to access or would like to rectify, restrict its processing or erase.

6.2 Your right to access, rectification, restriction of processing and erasure of your Personal Information & your right to data portability

You have, within the limits of applicable data protection laws, the ability to exercise your right to access to your Personal Information processed by HRS and to seek the rectification or erasure of your Personal Information or to request the restriction of its processing.

You have, within the limits of applicable data protection laws, the right (i) to receive the Personal Information you have submitted to HRS in a structured, commonly used and machine-readable format and (ii) to transmit those Personal Information to another controller. HRS will, where applicable and technically feasible, transmit your Personal Information directly to another data controller of your choice, if requested to do so by you.

6.3 Automated individual decision-making

Please note that the processing of your Personal Information may imply that you are subject to a decision which is based solely on automated processing of your Personal Information.

These automated decision-making processes allow HRS to better evaluate Applications which *a priori* comply with the requirements related to the Job Proposition, as we have to spend less time by filtering out Applications which do not comply with our requirements or which constitute double candidatures. These automated decision-making processes however include the risk that your Application is refused solely based on algorithms.

As we are aware of those risks for your rights and freedoms, HRS ensures that suitable measures to safeguard your legitimate interests are put into place. In the event your Application has not been satisfied due to an exclusively automated decision making process, you will have the possibility to express your point of view in a written form by sending an email [to our contact page](#).

6.4 Your right to object

In accordance with applicable data protection legislation, you have the right to object, on grounds relating to your particular situation, at any time, to the processing of your Personal Information by HRS, unless

- i **compelling legitimate grounds for such processing override your interests, rights and freedoms; or**
- ii **the processing is necessary for the establishment, exercise or defence of legal claims.**

Notwithstanding the foregoing, please be aware that you have, if applicable, the right to no longer receive Job Propositions (or e-mails relating thereto) from HRS on a going-forward basis. In this event, you may opt-out of receiving such information by sending an email [to our contact page](#).

Where your Personal Information is processed for scientific or historical research purposes or statistical purposes, you shall, on grounds relating to your particular situation, have the right to object to the processing of your Personal Information, unless the processing is necessary for the performance of a task carried out for reasons of public interest.

7 DISCLOSING AND TRANSFERRING PERSONAL INFORMATION

HRS may disclose Personal Information in accordance with applicable laws and regulations, in particular to provide the HRS Recruiting Services or to respond to legal requirements, to enforce the Policies, to protect the rights, property or safety of HRS, of its affiliates or of any other person or to pursue its legitimate interests or those of a third party

7.1 Disclosures to third parties

7.1.1 General principles of disclosure to third parties

As a matter of principle, we do not sell, rent, exchange, share or otherwise disclose (hereinafter “**share**” or “**disclose**”) your Personal Information to third parties for their marketing purposes. This shall, however, not prejudice HRS' right to disclose, amongst others:

- data not allowing for personal identification (i.e. no Personal Information) to third parties;
- your Personal Information to any third party (i) if it is necessary for the performance of a contract or in order to take steps to enter into a contract or for the provision of the HRS Recruiting Services or the HRS e-Recruitment Website; or (ii) if it is required to do so by virtue of law; or (iii) if you have given your explicit prior consent (e.g. when exercising your right to data portability).

7.1.2 Recourse to third party service providers

In the context of the provision of the HRS Recruiting Services, HRS may share your Personal Information with third party service providers (namely processors), in particular to:

- help to detect and prevent potentially illegal acts and violations of the Policies;
- provide services such as data hosting, data analysis, order fulfilment, enhancement of data infrastructure, IT services, email delivery services, auditing services;
- perform identity verifications, to upload and download data, including Personal Information, from servers, to exchange e-mails, etc.;
- otherwise offer any other service related to the HRS Recruiting Services.

HRS' third party service providers, which are contractually bound to HRS, shall be allowed to process your Personal Information on HRS' behalf. HRS' third party service providers in the field of HRS Recruiting Services currently are, amongst others:

- OVH, 2 rue Kellermann BP 80157. 59100 Roubaix, France
- BINSFELD SARL, 14 place du parc, B.P 2773, L-1027 LUXEMBOURG

7.2 Disclosures to legal authorities

We may share your Personal Information with local and foreign law enforcement agencies, data protection authorities or regulatory agencies, or any other government officials or another authorised third party:

- in response to a request relating to a criminal investigation or alleged illegal activity or any other activity that may expose HRS or any of its partners, you, or any other HRS Member to any legal proceeding or legal liability;
- when we believe that the disclosure is necessary to prevent physical harm or financial loss or any other risk for HRS or any of its partners or any other individual intervening in HRS Recruiting Services;
- when the disclosure is necessary to report suspected illegal activity;
- when we presume in good faith that an investigation of actual or possible illegal activities is appropriate;
- when the disclosure is necessary to investigate actual or potential violations of the Policies.

7.3 International transfers of Personal Information

As a matter of principle, we plan to store and process your Personal Information in data centres within the European Union without prejudice however to our right to transfer, store or otherwise process your Personal Information in accordance with the applicable legislation to or in any third country of HRS' choice.

We thus may not only store and process your Personal Information within the European Union but also, subject to the condition that either an adequate level of protection is ensured or that appropriate safeguards are put into place, in any third country of our choice.

8. Security of Personal Information

HRS protects your Personal Information by implementing appropriate technical and organisational measures to ensure a level of security which is appropriate to the risk and to reduce the risks of loss, theft, misuse, unauthorised access, disclosure, destruction and alteration of your Personal Information. These security measures include:

- firewalls;

- data encryption;
- physical access controls to our data centres;
- information access controls;
- password protected directories and databases.

The security measures will be regularly tested, assessed and evaluated as to their effectiveness. Please be, however, aware that today no processing, transmission or storage of data, including Personal Information, – even in high security environments and notwithstanding any appropriate security measure – ensures an absolute protection and can for example be subject to hacks or attacks.

If you have reason to believe that your Personal Information is no longer secure, you shall immediately notify such risk to HRS by contacting us at privacy@hopitauxschuman.lu

9. External Websites

The HRS e-Recruitment Website may provide references or links to or facilitate access to other websites or online services (hereinafter “**External Websites**”). We do not control these External Websites or any of their content. You agree that we are in no way responsible or liable for External Websites to which HRS makes reference or provides a link thereto, whether directly or indirectly. HRS shall in particular be in no way responsible or liable for External Websites' content, any information displayed thereon, policies, privacy standards, promotions, products, any practice, services or actions or any damage, loss, failure or problem caused by, related to, or arising from those sites.

Please be aware that the inclusion of a link or any other reference within the HRS e-Recruitment Website does not imply endorsement of an External Website by HRS and it remains that such External Websites have separate and independent privacy policies. We consequently encourage you to review the policies, rules, terms, privacy practices and regulations of each site that you visit.

We seek to protect the integrity of the HRS e-Recruitment Website and welcome any feedback about External Websites referred to on the HRS e-Recruitment Website.

10 Storage of your Personal Information

Without prejudice to our right to further process your Personal Information for purposes that are not incompatible with the initial purpose, and subject to our own legal and regulatory obligations, we keep your Personal Information in a form which permits identification for no longer than is necessary for the purposes described in the Policies.

If the storage of your Personal Information is no longer necessary, including for our record keeping obligations, we will proceed to the erasure of your Personal Information in a secure manner.

In this regard, HRS will store your Personal Information for the following periods depending on the outcome of your Application. In the event:

- Your Application has finally been rejected by HRS: Unless otherwise required by law, HRS will delete or anonymize your Personal Information you provided to HRS during the application process within a reasonable period of time and at the latest within three (3) months from the day on which your Application has been rejected or, in case no active decision has been taken by HRS, from the day of which your Application is to be considered as rejected.
- Your Application has been rejected or is to be considered as being rejected, but your personal record may be interesting for HRS with regards to other job or internship positions with HRS: Subject to the condition that you gave your explicit consent (or, if applicable, express consent/authorisation under point 4.3. in the Recruiting Privacy Policy has been given) to the storage of your Personal Information for this purpose, HRS shall be entitled (but not obliged) to store your Personal Information contained in the Application for a period of twelve (12) months from the day the Application has been rejected or, in case no active decision has been taken by HRS, from the day of which your Application is to be considered rejected. After the period of twelve (12) months has expired, HRS shall delete or anonymize your Personal Information you provided to HRS during the application process.
- Your Application has been rejected or is to be considered as being rejected, but your personal record will be held in reserve because it may be interesting for HRS in the event that HRS were required to terminate the employment contract concluded with the selected candidate during the trial period foreseen therein: Subject to the condition that you gave your explicit consent (or, if applicable, express consent/authorisation under point 4.3. in the Recruiting Privacy Policy has been given) to the storage of your Personal Information for this purpose, HRS shall be entitled (but not obliged) to store your Personal

Information contained in the Application for a maximum period of twelve (12) months from the day the Application has been rejected or, in case no active decision has been taken by HRS, from the day of which your Application is to be considered as rejected. The duration of this period depends on the duration of the trial period agreed upon with the selected candidate (possibly extended, in particular in the event of suspension of the employment contract) without exceeding twelve (12) months. After successful completion of the trial period of the selected candidate, HRS shall delete or anonymize your Personal Information you provided to HRS during the application process.

- Your Application has been accepted by HRS: Your Personal Information is necessary for the performance of the employment or internship contract to which you are party as well as to take the relevant steps allowing you to enter into such contract. In this event, your Personal Information will be communicated to the department(s) responsible for the management of the employment or internship contract and your Personal Information will need to be stored in accordance with applicable legislation and in particular in accordance with applicable limitation periods.

11 Questions or complaints

If you have questions or concerns about this Recruiting Privacy Policy or if you seek additional information about the processing activities carried out by HRS in relation to the HRS Recruiting Services, you can contact our data protection officer at privacy@hopitauxschuman.lu or write directly to HRS.

If you do not feel satisfied with our response or action, you can always contact and introduce a complaint with the Commission Nationale pour la Protection des Données (the data protection authority in Luxembourg) having its seat at 1, avenue du Rock'n'Roll, L-4361 Esch-sur-Alzette (Luxembourg)

IV MISCELLANEOUS

1 Preamble

The provisions of the present chapter apply to the Recruiting Terms of Use and the Recruiting Privacy Policy.

2 Termination and suspension

You may, without indicating a reason and without recourse to the courts, withdraw your Application and terminate your contractual relationship regarding recruiting with HRS, by sending an email to our contact page.

Without prejudice to HRS' right to reject your Application, whether finally or not, HRS shall in particular be entitled to permanently delete an Application in the event:

- of a violation of the Policies or applicable laws;
- that the Application represents a threat, in particular from a technical and IT point of view for the security of HRS, HRS users or third-parties.

No further obligation shall be incumbent on HRS upon deletion of such Application.

3 Interpretation

In these Policies, unless the context otherwise requires:

- a reference to a document is a reference to that document as modified or replaced from time to time;
- a reference to a person shall include any natural person, company, corporation or any other corporate body wherever incorporated;
- words importing the singular shall be treated as importing the plural and vice-versa;
- unless expressly stated otherwise, any heading, caption or section title contained in the Policies is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

Depending upon the context, "HRS" may also refer to the HRS e-Recruitment Website or the HRS Recruiting Services.

In case of inconsistency between the different language versions of the present document, the text in the English language shall prevail. [The French and German language versions are available here.](#)

- <https://jobs-hrs.lu/fr/legal>

- https://jobs-hrs.lu/assets/public/legal/Rekrutierungsrichtlinien_von_HRS.pdf

If any provision of the Policies is found to be invalid, unlawful or unenforceable, then such provision shall be severed from the Policies, and the legality, validity and enforceability of the remainder of the Policies shall not be affected.

4 Exclusion of liability

To the largest extent permitted by law, HRS shall not be held liable for:

- any damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, including Personal Information such as CV information, or any indirect or consequential loss being related to an Application (hereinafter "**loss or damage**"), unless such loss or damage arises from HRS' gross negligence or willful deceit or fraud;
- any loss or damage arising from a deletion of an Application in accordance with Point 1.2. ("Termination and suspension") above.

In any event, HRS' aggregate liability in respect of claims based on events arising out of or in connection with HRS Recruiting Services, whether in contract or tort or otherwise, shall in no circumstances exceed a total amount of thousand euros (1.000 EUR).

To the largest extent permitted by law, if HRS is unable to perform the HRS Recruiting Services due to factors beyond its control, including but not limited to an event of Force Majeure or change of law, HRS shall not have any liability to you.

5 Indemnification

To the largest extent permitted by law, you hereby expressly accept and agree to defend, indemnify, and hold HRS, its partners, including its third party service providers or its processors, its managers, affiliates and employees, harmless from and against any action, claim, suit, proceeding, loss, liability, damage, cost or expense (including, without limitations, any legal fees) made against, suffered, incurred or arising, whether directly or indirectly, from of your access or use of the HRS Recruiting Services in violation of the Policies or applicable laws.

6 Complaints

You may file a complaint with HRS in relation to the HRS Recruiting Services (e.g. in relation to any misappropriation or unauthorised use of the HRS Recruiting Services, such as the submission of an Application for you without your prior express consent) by sending an email [to our contact page](#).

7 Availability and modification of the Policies

The Policies are, and shall continue to be, accessible to you prior to your use of HRS Recruiting Services (in particular before you submitted an Application) and you shall be asked to accept them when making an Application.

HRS reserves the right to revise, change, modify, update, supplement, add or remove portions of the Policies, at any time, in an exercise of its sole discretion. When we make such changes to the Policies, we will notify such changes to you by making the amended Policies available on the HRS e-Recruitment Website (hereinafter “**amended Policies**”). It is your responsibility to review the amended Policies.

Your continued use of the HRS Recruiting Services subsequent to the notification of such changes, or the absence of any objection thereto within thirty days from the date the amended Policies have been made available on the HRS e-Recruitment Website, constitutes your acceptance of the amended Policies.

8 Merger/Corporate Acquisition

If HRS merges with another company or entity, of whatsoever form, or is partially or entirely acquired by such company or entity, the acquiring company or entity shall have access to all your Personal Information in HRS' possession. Without prejudice to Point 6. “Availability and modification of the Policies” above, the acquiring company or entity shall be bound by the Policies.

HRS may, in particular in case of acquisition or merger, freely assign any of its rights and obligations under the Policies to any third party.

9 Applicable law and jurisdiction clause

Unless expressly stated otherwise by HRS, no failure or delay of HRS to exercise any right or remedy under the Policies shall be considered as a waiver of such right or remedy, or any other right or remedy under the Policies.

No waiver by HRS is effective unless it is given in writing.

Any notice by or to HRS and any notice by and to you in connection with the HRS Recruiting Services or the Policies shall be served first and foremost by using the messaging facility on the HRS e-Recruitment Website or by sending an email [to our contact page](#). Such notice shall be considered as equivalent to paper documents, including for evidence purposes.

The Applicant and HRS may however also serve a notice by hand delivery, post or courier. In such a case, any notice to HRS must be served at the below address or any other address as notified to you by HRS from time to time:

HRS-Hôpitaux Robert Schuman S.A
9, rue Edward Steichen
L- 2540 Luxembourg

HRS shall serve any such notice to you at the e-mail address or the physical address indicated by you in your Application or otherwise available to HRS.

The access and use of HRS Recruiting Services and the Policies as well as the processing of your Personal Information by HRS are governed by and construed in accordance with the laws and regulations of the Grand-Duchy of Luxembourg, excluding to the largest extent legally permitted any provisions of Luxembourg private international law as well as any provision of law that would result in the application of the law of a different jurisdiction. This shall be without prejudice to the protection of the mandatory provisions of the law that would be applicable in the absence of the present paragraph.

The provisions of the foregoing paragraph shall also apply to any non-contractual disputes arising in relation to HRS Recruiting Services.

Any disputes arising from the access and use of HRS Recruiting Services, or being related, whether directly or indirectly, to the Policies shall be submitted to the courts of Luxembourg-City (Grand Duchy of Luxembourg).