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Terms of Use

Terms of Use for the online application system of Rhine-Waal University of Applied Sciences ("OAS HSRW").

Preamble

By submitting an application through the OAS HSRW platform, registered applicants ("Users") accept the following terms and conditions for the use of OAS HSRW.

These Terms of Use govern the usage relationship between the User and the operator.

The operator is Rhine-Waal University of Applied Sciences, Marie-Curie-Strasse 1, 47533 Kleve, Germany ("Operator"). Additional contact information, including for the designated data protection person or office, can be found in the imprint and Privacy Policy.

1. Purpose

- 1.1 OAS HSRW is a closed application management system that is free of charge and accessible only by applicants and designated individual employees at the University. Using the services of the OAS HSRW platform occurs on a strictly voluntary basis.
- 1.2 The Operator provides the OAS HSRW platform to Users for the following express purpose: applying for vacant positions at Rhine-Waal University of Applied Sciences.
- 1.3 The submission of an application does not entitle an applicant in any way to an interview or the conclusion of a work contract.

2. Registration, Mandatory Information, Voluntary Information, Assurances after Registration

2.1 For purposes related to the application process, the upkeep and management of user accounts, as well as establishing contact with applicants, Users must provide the following information in order to submit their application through OAS HSRW:

- First and last name,
- Email address,
- Title,
- Mailing address,
- Telephone number,
- Formal education (completed degrees or training certifications).

2.2 In addition to this mandatory information, Users can submit additional information voluntarily and upload their documents as well. This information includes work experience, other relevant skills

or competences (e.g. foreign languages), specialist IT knowledge, employer references and CVs, disability-related documentation, driver's license, leadership experience etc.

3. Obligations of Applicants

3.1 By using the contents and services of OAS HSRW, Users are obliged to observe all applicable laws and the rights of third parties.

Users are prohibited from misusing OAS HSRW, from accessing its backend or underlying database, or from accessing OAS HSRW in any manner other than the user interface provided by the Operator. Further, Users are prohibited from accessing OAS HSRW through automated means, e.g. scripts or other automated programs. Users are also prohibited from uploading malware, trojans, worms, other computer viruses or otherwise harmful content.

Users undertake not to disseminate any information which is offensive, derogatory, sexually graphic, pornographic, defamatory, inciting and/or in any other way discriminatory, or any information which can be construed as appealing to physical violence or inciting criminal acts against other applicants, users at HSRW or segments of the population.

3.2 Should a User upload content to OAS HSRW or grant other users the ability to access, transmit, show or save said content, said User is obliged to secure all necessary copyrights or other rights permitting the use of said content in the intended manner or the granting of corresponding usage rights to third parties. Users are obliged to upload only those documents which are necessary for application purposes. Using the platform to save or store irrelevant documents is expressly prohibited. Users are obliged to submit only those personal photos which are suitable for establishing contact with the University. Users are responsible for ensuring that they have necessary permission to submit said photos to OAS HSRW.

4. Deletion

All submitted data and files will be automatically deleted six months after the conclusion of the application process.

5. Support

Users can submit questions or request additional information about the usage relationship with regard to the Operator and/or the provided services to recruitment@hochschule-rhein-waal.de.

6. Liability of the Operator

The Operator is only liable for willful intent and gross negligence.

In the event of gross negligence, all claims for damages shall be limited to typically foreseeable damages.

Claims for damages from injury to life, body or health remain unaffected.

7. Indemnification

7.1 Users shall indemnify the Operator from and against all claims, including claims for damages, asserted by third parties against the Operator for infringements of their rights due to user-uploaded content on OAS HSRW, to the extent that the offending User is liable for said infringements.

7.2 If a User publishes content which infringes the rights of others, the offending User shall undertake either to secure usage rights for said content at his or her own expense, or to alter contents in such a way that they no longer violate any intellectual property rights, or to delete all infringing content entirely. The Operator is entitled to delete or request the deletion of infringing content after being made aware thereof. If the User uses OAS HSRW in a manner which violates the rights of others, he or she is obliged to cease illicit or illegal usage activities immediately at the request of the Operator.

8. Data Handling and Protection

The Operator is keenly aware that a high degree of discretion regarding personal information is extremely important to all Users. The Operator therefore observes all relevant statutory data protection regulations (DSGVO, DSG NRW). The Operator will never disclose your personal information, or the personal information of other applicants, to third-parties without your express consent. Additional specifics on the processing of Users' information can be found in the Privacy Policy of OAS HSRW, accessible through OAS HSRW directly.

9. Final Provisions

9.1 The Operator is entitled to alter or amend these Terms of Use after a reasonable deadline has been set and with future effect, in particular as the result of changes to the legal framework or system functionality.

9.2 To the extent that nothing is stipulated otherwise, Users can make declarations to the Operator via the aforementioned email address. The Operator can make declarations to Users via the email addresses provided during the registration process.

9.3 Should individual provisions of these Terms of Use be or become invalid, this will not affect the validity of the remaining provisions.

¹ *Translation for information purposes only.*