

## Terms of Use of the GE Healthcare User Community Website (Europe)

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- Legal Representative : Jean Michel Obadia
- Editorial Manager of the Site: Valerie Gautier

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Except as otherwise provided, you agree that any communications you transmit to anyone through the Site or copyrighted works you post on the Site, including, without limitation, questions, comments, suggestions, ideas, plans, notes, drawings, configurations, specifications, performance data, account information, images or other material, data or information ("**User's Content**"), are non-confidential and non proprietary and upon transmission of such User's Content to GEHC via email or other means you grant to GEHC an unrestricted, irrevocable, non-exclusive, royalty-free, sub licensable, world wide license (including but not limited to a copyright license) to use, reproduce, display, publicly perform, transmit and distribute such User's Content in any media for any purpose and you further agree that GEHC is free to use any ideas, concepts and know-how that you or individuals acting on your behalf provide to us.

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5. not to transmit through or on this Site spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings;

6. not to divulge your username and password to others either on or off the Site;
7. not to attempt to obtain unauthorized access to the Site or portions of the Site which are restricted from general access; and,
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**Other.** These Terms of Use constitute the entire agreement between you and GEHC governing your use of the Site. Should any provision in these Terms of Use be found invalid or unenforceable for any reason, then that provision shall be deemed severable from, and shall not affect the validity or enforceability of, the remaining provisions.



## **Addendum to the Terms of Use of the GE Healthcare User Community Website for India**

The below terms and conditions are in addition to the Term of Use and shall be applicable to the users using/accessing the Site and/or registering with the Site from India. In the event of any inconsistency or conflict between the terms and conditions of this Addendum and the Terms of Use, the terms and conditions of this Addendum shall govern for users located in India. Expressions used in this Addendum but not defined herein shall have the same meaning as ascribed to them under the Terms of Use.

1. The term “and feedbacks on the equipment they use” in paragraph 1 of the Terms of Use is hereby deleted.
2. The term “GEHC” shall mean Wipro GE Healthcare Private Limited having its registered office at No 4 Kadugodi Industrial Area Bangalore India 560067.
3. The term “French Intellectual Property Code” in clause 1.1 (a) is replaced with the term “applicable law”.
4. The term “via email or other means” in clause 1.1 (b) is deleted.
5. Clause 1.1 (c) is replaced with the following provision :  
“For any User’s Content uploaded on the Site by another Site User, you agree to abstain from using, modifying, copying, distributing, reproducing, republishing, downloading, displaying, posting, transmitting or selling the said User Content.”
6. The term “Article L. 122-6-1 IV of the French Intellectual Property Code” in Clause 1.4 is replaced with the term “applicable law”.
7. The term “You agree to hold harmless” in clause 3 is replaced with the term “You agree to indemnify and hold harmless”.
8. The below paragraph is added to Clause 4:  
“In order to be in full compliance with all applicable laws including but not limited to the regulations promulgated by the Medial Council of India namely Indian Medical Council (Professional Conduct, Etiquette and Ethics) Regulations, as amended from time to time, you agree that your participation in any manner shall not result in an endorsement of the product/services of GEHC.”
9. The third and fourth paragraph of Clause 5 are replaced with the following provision:  
“You are, at all times during the term of this Agreement and thereafter, solely responsible for complying with all applicable laws and obtaining and maintaining all patient consents, if applicable, and all other legally necessary consents or permissions required to disclose, process, retrieve, transmit, and view information you transmit, store, or receive in connection with the Site and the User’s Content. GEHC reserves the right, in its sole discretion, to not publish or to remove at any time, any User’s Content uploaded on the Site. You are, at all times, solely responsible to ensure that the User’s Content uploaded on the Site or provided to GEHC is de-identified in accordance with the requirements of applicable privacy, data and patient protection laws such that the User’s Content no longer identifies the patient who is the subject of the User’s Content and does not constitute “personal information” or “sensitive personal data or information” (including any information about health status, provision of health care, or payment for health care or any other information that can be linked to a specific individual ) as defined under applicable laws and regulations (“De-Identified”). You undertake to inform patients whose De-Identified User’s Content is uploaded on the Site or provided to GEHC about the De-Identification, transfer to, and use

of, such User's Content by GEHC as described herein. Where required pursuant to applicable law, you shall obtain the consent of person whose De-Identified User's Content is provided to GEHC. In case the User's Content uploaded on the Site or provided to GEHC is not De-Identified, the User's Content might be rejected and you might be required to ensure that the User's Content are properly anonymized before re-submitting them. GEHC does not assume any responsibility for your use or misuse of patient information or other information transmitted, monitored, stored, or received while using the Site.

GEHC is a global business and as such your Personal Information may be transferred to and processed in countries outside of India. GEHC will however take steps to ensure that your personal data is transferred and processed securely outside of India."

10. The term "French Law" and "Courts of Paris" in Clause 10 under the heading Applicable Law is replaced by "Indian Law" and "Courts of Bangalore" respectively.
11. The term "Terms of Use" in Clause 10 under the heading Other is replaced by "Terms of Use including the Addendum".

## **Addendum to the Terms of Use of the GE Healthcare User Community Website for Brazil**

The below terms and conditions are in addition to the Term of Use and shall be applicable to the users using/accessing the Site and/or registering with the Site from Brazil. In the event of any inconsistency or conflict between the terms and conditions of this Addendum and the Terms of Use, the terms and conditions of this Addendum shall govern for users located in India. Expressions used in this Addendum but not defined herein shall have the same meaning as ascribed to them under the Terms of Use.

1. The term “GEHC” shall mean GE HEALTHCARE DO BRASIL COMÉRCIO E SERVIÇOS PARA EQUIPAMENTOS MÉDICO-HOSPITALARES LTDA. having its registered office at Av. Magalhães de Castro, 4.800, 11º andar, conjuntos 111 e 112, e 12º andar, conjuntos 121 e 122, da Torre 3 do “Cidade Jardim Corporate Center”, Continental Tower, Cidade Jardim, CEP 05676-120, São Paulo/SP, and their affiliates.
2. The term “French Intellectual Property Code” in clause 1.1 (a) is replaced with the term “applicable law”.
3. Clause 1.1 (c) is replaced with the following provision:  
“For any User’s Content uploaded on the Site by another Site User, you agree to abstain from using, modifying, copying, distributing, reproducing, republishing, downloading, displaying, posting, transmitting or selling the said User Content.”
4. The term “Article L. 122-6-1 IV of the French Intellectual Property Code” in Clause 1.4 is replaced with the term “applicable law”.
7. The term “You agree to hold harmless” in clause 3 is replaced with the term “You agree to indemnify and hold harmless”.
8. The last paragraph should be change as follows: “GEHC is a global business and as such your Personal Information may be transferred to and processed in countries outside of Brazil. GEHC will however take steps to ensure that your personal data is transferred and processed securely outside of Brazil.”
9. The term “French Law” and “Courts of Paris” in Clause 10 under the heading Applicable Law is replaced by “Applicable Law” and “Courts of São Paulo/SP” respectively.
10. The term “Terms of Use” in Clause 10 under the heading Other is replaced by “Terms of Use including the Addendum”.

# GE Healthcare User Community Website (US)

## Terms of Use

*Date of last revision: January 5, 2018*

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**b. Site User created content.** Except as otherwise provided, you agree that any communications you transmit through the Site or copyrighted works you post on the Site, including, without limitation, questions, comments, suggestions, texts, ideas, plans, notes, drawings, configurations, specifications, performance data, account information, images or other material, data or information ("**User Content**"), are non-confidential and non-proprietary and upon transmission of such User Content to GE Healthcare via the Site, email or other means you grant to GE Healthcare

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