



Terms of Use of the GE HealthCare User Community Website

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Terms of Use of the GE HealthCare User Community Website (Europe)

This Site WeConnect including any of its sub-domains (hereinafter the "Site") may be used only for information purposes and for the Site users to share information, ideas, and feedbacks on the equipment they use. By using the Site or downloading Content from the Site, you agree to abide by the terms of use set forth in this notice (hereinafter the "Terms of Use"). If you do not agree to abide by these Terms of Use, do not use the Site or download materials from the Site.

GE Medical Systems SCS, A French Société en commandite simple with a share capital of €85.418.040, having its registered office located at 283, rue de la Minière, BP 34 78533 Buc Cedex, France, Tel :+33 (0)130704040, registered with the Trade and Companies Register under the number RCS Versailles B 315 013 359, whose intracommunity VAT registration number is FR 32315013359, trading under the name "GE HealthCare" (hereinafter referred to as "GE HealthCare").

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

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GE HealthCare may terminate, change, suspend or discontinue any aspect of the Site, including the availability of any features, at any time. GE HealthCare may remove, modify or otherwise change any content, including that of third parties, on or from this Site. GE HealthCare may impose limits on certain features and services or restrict your access to parts or to the entire Site without notice or liability. GE HealthCare may terminate the authorisation and rights given below and your use of the Site at any time in its sole discretion and upon such termination, you shall immediately destroy all materials that you have downloaded from the Site.

These Terms of Use apply exclusively to your access to and use of the Site and do not alter the terms or conditions of any other agreement you may have with GE HealthCare or its parent(s), subsidiaries or affiliates regarding other topics than the use of this Site.

1. PROPRIETARY RIGHTS

1.1 Copyrights

a. GE HealthCare created content

All GE HealthCare created content on this Site, including but not limited to text, software, technical drawings, configurations, graphics, other files, and their selection, design and arrangement ("**GE HealthCare Content**"), belong to GE HealthCare or to any other owner having given an authorisation to GE HealthCare and are Copyright © 2000-2009 GE HealthCare ("**Copyright GE HealthCare**"). All rights reserved. The GE HealthCare Content may not be modified, copied, distributed, reused, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without GE HealthCare's prior written permission, except that you may download and print the GE HealthCare Content, in whole or in part, for uses that are (i) not competitive with or (ii) derogatory to GE HealthCare, GE HealthCare and the General Electric group, provided that you keep all copyright or other proprietary notices intact. Please note that this strictly limited consent may be revoked at any time and does not include consent to republish or trade GE HealthCare Content, in whole or in part, on any other Internet, Intranet or Extranet site or to incorporate the GE

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b. Site Users created content

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 GE HealthCare via email or other means you grant to GE HealthCare 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 GE HealthCare is free to use any ideas, concepts and know-how that you or individuals acting on your behalf provide to us.

c. Use of User's Content

For any User's Content uploaded on the Site by another Site User, you agree to seek consent directly from the Site User before using, modifying, copying, distributing, reproducing, republishing, downloading, displaying, posting, transmitting or selling the said User Content.

If you believe that your copyrighted material has been improperly used on this Site, please Contact Us.

1.2 Trademarks

All trademarks on the Site are either trade names or registered trademarks of GE HealthCare or its affiliates or licensors and may not be reproduced, imitated, or used, in whole or in part, without the prior written permission of GE HealthCare or such affiliates or licensors, as the case may be. All page headers, custom graphics, button icons, and logos are service marks, trademarks and/or trade dress of GE HealthCare or its affiliates, and may not be reproduced, imitated, or used, in whole or in part, without the prior written permission of GE HealthCare or such affiliates. Other trademarks, registered trademarks, product names, and company names and/or logos displayed on the Site are the property of their respective owners.

1.3 Patents

GE HealthCare's products and processes referred to or posted on the Site are covered by one or more patents and/or are subject to other trade secret and/or any other proprietary rights. GE HealthCare reserves all such rights. No transfer or grant of any rights under any such patents is made or is to be implied by any provision of these Terms of Use or by any other provision contained in the Site. You agree not to infringe upon all the above rights.

1.4 Software

Any software, including any files, images generated by the software, code, source and destination, and data accompanying the software (collectively, "Software"), used or accessible by means of this Site may be used by you solely for accessing and using this Site for purposes and according to the conditions expressly stated on this Site, provided that such uses are not competitive with or derogatory to GE HealthCare. GE HealthCare retains full and complete title to and all intellectual property rights in the Software. You agree not to copy, distribute, sell, modify or create derivative works from any part of the Software nor to decompile, reverse engineer or disassemble the same, except as provided under Article L. 122-6-1 IV of the French Intellectual Property Code for interoperability purposes. 4

2. USER CONDUCT- GENERAL:

In using this Site, you agree:

1. not to disrupt or interfere with the security of, or otherwise abuse, the Site, or any services, system resources, accounts, servers or networks connected to or accessible through the Site or affiliated or linked Web sites;
2. not to disrupt or interfere with any other user's enjoyment of the Site or affiliated or linked Web sites;
3. not to upload, post, or otherwise transmit through or on this Site any viruses or other harmful, disruptive or destructive files;
4. not to use or attempt to use another's account, service or system without authorisation from GE HealthCare, or create or use a false identity on this Site;
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,
8. not to use this Site to seek, provide or obtain specific medical advice, medical opinion, diagnosis or treatment as applied to a patient's particular condition or situation; and
9. not to promote any "off label" or unauthorised use of medical devices.

In addition, you agree that

- (i) you are solely responsible for actions and communications undertaken or transmitted through your use of or activities on this Site, and that
- (ii) you will comply with all applicable local, state, national and international laws and regulations, including but not limited to United States export restrictions, that relate to your use of or activities on this Site.

3. USER CONDUCT: ONLINE COMMUNITIES AND OTHER INTERACTIVE AREAS

The Site contains areas where you may post and share comments with other Site Users on a variety of subjects. You agree that you will not post or otherwise disseminate on or through the Site unlawful, defamatory, harassing, libelous, tortious, abusive, offensive, threatening, or obscene communications or material of any kind, or materials which infringe or violate any third party's copyright, trademark, trade secret, privacy or other proprietary or property right, or that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law or regulation; or, that are otherwise objectionable, including without limitation, content that evidences bigotry, racism, sexism, or hatred, or that promotes illegal activities, including without limitation unauthorized uses of medical devices, or physical harm against anyone. GE HealthCare reserves the right but not the obligation to remove any materials and User's Content it deems objectionable, in its sole discretion and without any reference to you. You agree to hold harmless GE HealthCare and its affiliates and parties with whom GE HealthCare has contracted for purposes of hosting or maintaining this Site from all claims from third parties based upon communications made or materials or User's Content posted by you or upon your use of this Site including but not limited to any claims alleging that any User's Content that you posted infringes or violates any third party's copyright, trademark, trade secret, privacy or other proprietary or property right.

For any of the above reasons, or for any other reason GE HealthCare deems appropriate, GE HealthCare reserves the right, but not the obligation not to publish or to remove at any time, any material or User's Content uploaded on the Site.

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The Site Users are independent authors that contribute User's Content to the Site. GE HealthCare neither controls (except for the right to delete described above) nor edits the User's Content provided by these independent authors. GE HealthCare will not interfere with the independent ideas and expressions provided by the Site Users unless such content violates the law or the rights of any person or entity.

The Site Users shall be the sole liable for their use of the Content. Provision of Content is not a substitute for professional medical advice, diagnosis or treatment, and should not be relied upon, used or characterized as information to aid in any persons' individual HealthCare diagnosis, practices or decisions.

By uploading User's Content on the Site, you certify that you are not a paid consultant nor have any other financial interests in the information you provide to this Site including, but not limited to the promotion of "off-label" product uses or the disclosure of confidential or proprietary information.

You expressly agree that you will not discuss or refer to any particular patient, any particular patient's medical condition or any other information which could identify a particular patient. You further expressly agree that you will not discuss, endorse or refer to "off label" uses of medical products, including any uses which have not been approved by the U.S. Food and Drug Administration or other applicable regulatory agency.

All information that will post on this Site will be properly identified.

You expressly agree, when accessing GE HealthCare Content and User's Content (collectively "**Content**") on the Site, to assume full responsibility for the use of Content and that GE HealthCare is not responsible or liable for any claim, loss, or damage arising from the use of the Content. GE HealthCare does not recommend or endorse any specific devices, tests, physicians, products, procedures, opinions, "off-label" uses, reimbursement advice, or other information that may be mentioned on the Site. Your reliance upon the Content obtained or used by you at or through this Site is solely at your own risk. The Content of this Site is not intended to be promotional. 6

5. PRIVACY POLICY

The Site collects the information you provide to us as part of the registration process. The information we collect about you in the course of our relationship is used to manage the use of the Site and to provide information about GE HealthCare offers products and services.

GE HealthCare may share your information with companies that are part of the GE HealthCare family, other businesses in the General Electric group or selected third parties to achieve the purposes identified in this Terms of Use. GE HealthCare may disclose information about you to others if it has a good faith belief that it is required to do so by law or legal process, to respond to claims, or to protect the rights, property or safety of General Electric, GE HealthCare or others.

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 Content. GE HealthCare reserves the right, but has not an obligation, to not publish or to remove at any time, any Content uploaded on the Site. In case that Content containing Personal Information ("**Personal Information**" shall have the meaning set forth in EU Directive 95/46) are posted to the Site, the Content might be rejected and you might be required to ensure that the Content are properly anonymized before re-submitting them. GE HealthCare 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

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- (1) the link is a text-only link containing only the title of the home page of this Site,
- (2) the link "points" only to the home page of the Site and not to deeper pages,
- (3) the link, when activated by a user, displays this home page of the Site full-screen and not within a "frame" on the linked Web site, and
- (4) the appearance, position, and other aspects of the link do not:
 - (i) create the false appearance that an entity or its activities or products are associated with or sponsored by GE HealthCare or its affiliates, or
 - (ii) be such as to damage or dilute the goodwill associated with the name and trademarks of GE HealthCare or its affiliates. In any event, you agree that GE HealthCare reserves the right to withdraw this consent to link without reason or notice and at any time and you further undertake to delete any link for which GE HealthCare's consent has been withdrawn.

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This Site may from time to time contain material, data or information provided, posted or offered by third parties, including but not limited to advertisements or postings in online community discussions. You agree that neither GE HealthCare nor its affiliates shall have any liability whatsoever to you for any such third party material, data or information.

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SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

10. GENERAL

Applicable Law. These Terms of Use shall be governed by French law, subject to any national, European Community or international conventions or regulations, the provisions of which are mandatory. In addition, any public policy provisions on non-professional user protection shall prevail over the terms of the present Terms of Use in case of a conflict.

Competent Jurisdiction. In the absence of mutual agreement, any dispute arising from the interpretation and/or performance of the present Terms of Use shall be submitted to the exclusive jurisdiction of the competent courts of Paris.

Other. These Terms of Use constitute the entire agreement between you and GE HealthCare 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 “GE HealthCare” 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 GE HealthCare.”
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. GE HealthCare 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 GE HealthCare 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 GE HealthCare about the De-Identification, transfer to, and use of, such User's Content by GE HealthCare 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 GE HealthCare. In case the User's Content uploaded on the Site or provided to GE HealthCare is not Deidentified, 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. GE HealthCare 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.

GE HealthCare is a global business and as such your Personal Information may be transferred to and processed in countries outside of India. GE HealthCare 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 "GE HealthCare" 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: "GE HealthCare is a global business and as such your Personal Information may be transferred to and processed in countries outside of Brazil. GE HealthCare 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 and ASEAN)

Terms of Use

Date of last revision: January 5, 2018

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

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At any time, without notice, and in its sole discretion, GE HealthCare may: (i) terminate, change, suspend or discontinue any aspect of the Site, including the availability of any features; (ii) remove, modify or otherwise change any content, including that of third parties, on or from the Site; (iii) impose limits on certain features and services or restrict your access to parts or to the entire Site; and (iv) terminate your use of the Site. These Terms of Use apply exclusively to your access to and use of the Site and do not alter the terms or conditions of any other agreement you may have with GE HealthCare or its parent(s), subsidiaries or affiliates regarding other topics than the use of the Site.

1. PROPRIETARY RIGHTS

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- ・ 代表者： 多田 荘一郎
- ・ 本サイトの編集責任者： 近江 公司

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1.1 著作権

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b. 本サイトユーザー作成コンテンツ

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c. ユーザー・コンテンツの使用

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2. ユーザーの行動—全般

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2. 本サイト、または関連するウェブサイトやリンク先ウェブサイトの他のユーザーによる享受を妨害せずまたは干渉しないこと。
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6. お客様のユーザー名とパスワードを、本サイト上でまたは本サイト以外で他者に知られないようにすること。
7. 一般アクセスが制限されている本サイトまたはその一部への不正アクセスを試みないこと。
8. 本サイトを利用して、患者の特定の症状または状況に適用される、医療的助言、医学的所見、診断または治療を求めず、提供せずまたは受けないこと。
9. 医療機器に表示されていない使用方法または承認外の使用方法を促進しないこと。

さらに、お客様は以下に同意するものとします。

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- (ii) お客様は、本サイトの利用または本サイト上のアクティビティに関連する、すべての適用される地方、州、国および海外の法規制（日本および米国の輸出制限を含みますがこれに限定されません）を遵守すること。

3. ユーザーの行動：オンライン・コミュニティおよびその他のインタラクティブ・エリア

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お客様は、特定の患者、特定の患者の症状または患者を特定できるその他の情報について議論または言及しないことにつき明示的に同意します。さらに、厚生労働大臣その他の該当する規制機関が承認していない使用方法を含む、医薬品の製品表示に表示されていない使用方法について議論し、推奨し、または言及しないことについても明示的に同意します。

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お客様は、本サイトの GE ヘルスケアコンテンツおよびユーザー・コンテンツ（以下総称して「**本コンテンツ**」といいます）にアクセスする際に、本コンテンツの使用に全責任を負うこと、および GE ヘルスケアは本コンテンツの使用により生じるクレーム、損失または損害について責任を負わないことにつき明示的に同意します。GE ヘルスケアは、特定の機器、試験、医師、製品、処置、所見、製品表示に表示されていない使用方法、補償に関する助言、または本サイト上に記載されるその他の情報について、推奨も承認も行いません。お客様が本サイトでまたは本サイトを通じて取得し使用した本コンテンツに依拠することは、お客様自身の単独のリスクで行うものとします。本サイトの本コンテンツは、販売促進を意図するものではありません。

5. プライバシーポリシー

本サイトは、お客様が登録手続きの一環として GE ヘルスケアに提供する情報を収集します。お客様との関係において、GE ヘルスケアがお客様に関して収集した情報は、本サイトの利用を管理し、GE ヘルスケアが提供する製品やサービスに関する情報を提供するために使用されます。

お客様は、GE HealthCare が以下のプライバシーポリシーに従ってお客様の個人情報を取扱うことに同意するものとします。

<https://www.geHealthCare.co.jp/about/privacy-policy>

GE ヘルスケアは、プライバシーポリシーに記載される目的を達成するために、GE ヘルスケアの一部である会社や、ジェネラルエレクトリック・グループの他の事業または選定された第三者との間で、お客様の情報を共有する場合があります。GE ヘルスケアは、法律または法的手続きによりお客様に関する情報を開示するため、また請求に対応するため、あるいはジェネラルエレクトリック、GE ヘルスケア等の権利、財産もしくは安全性を守るために必要であると誠実に考える場合には、お客様に関する情報を他者に開示することがあります。

お客様は、本契約期間中およびそれ以降のいかなる時点においても、適用されるすべての法律の遵守、ならびにすべての患者の同意（適用される場合）、本サイトおよび本コンテンツに関連してお客様が送信、保存または受領する情報の開示、処理、取得、送信および閲覧を行うのに必要となるその他すべての法律上要求される同意または許可の取得や維持について、全責任を負います。GE ヘルスケアは、本サイトにアップロードされた本コンテンツを公開しない権利またはいつでも削除できる権利を留保しますが、その義務は有していません。個人情報（以下「**個人情報**」といい、個人情報の保護に関する法律（平成 15 年法律第 57 号）に定める意味を有するものとします）を含む本コンテンツが本サイトに投稿された場合、本コンテンツは拒否される可能性があります。お客様は、本コンテンツを再投稿する前に適切に匿名化したことを確保するよう求められる場合があります。GE ヘルスケアは、お客様による患者情報の使用や悪用、または本サイトの利用中に送信され、監視され、保存され、または受領されたその他の情報について、一切責任を負いません。

一般的な会社と同様に、GE ヘルスケアはウェブサイト上で cookie を使用します。GE ヘルスケアは、さまざまなテクノロジーを通じて、お客様がこのウェブサイトを開覧した際に一定の個人情報を収集します。この情報を収集することにより、GE ヘルスケアは、いかに閲覧者にとって最善のウェブサイトを提供できるかを解析しています。それらのテクノロジーを無効にしない限り、お客様は、GE ヘルスケアのウェブサイトおよびオンライン・サービスを利用することで、GE ヘルスケアがこれらの種類の cookie や関連テクノロジーをお客様のデバイスに設定する可能性があることに同意したものとみなされます。

6. GE HealthCare のコンテンツ、製品およびサービスに関する情報—制限

本サイトを通じて利用可能なすべての本コンテンツ（データ、製図、設定、見積り、発注情報およびカタログの記載を含みますがこれらに限定されません）の情報は正確であると考えています。しかし、情報の正確性および本サイトを通じて利用可能な本コンテンツ、製品またはサービスの特定のニーズに対する有用性については、お客様ご自身で評価を実施してください。製品およびサービスの仕様は、予告なく変更される場合があります。GE ヘルスケアは、プロセス、マテリアルまたは設定を予告なく変更する権利を留保します。本サイト上の情報はすべて、下記 8 の免責事項の対象になります。

7. リンクおよび第三者コンテンツ

7.1 他のウェブサイトとのリンク

本サイトは、他のウェブサイトへのリンクを適宜含む場合があります。これらのリンクは、便宜のために提供されるものであり、リンク先ウェブサイト、またはリンク先ウェブサイト上もしくはリンク先ウェブサイトを通じて利用可能な本コンテンツ、サービスまたは製品に関する、GE ヘルスケアの承認、支援もしくは推奨を構成するものではなく、それらと GE ヘルスケアとの関連性もしくは関係性またはそれらに対する GE ヘルスケアの責任を成立させるものでもありません。お客様がリンク先ウェブサイトを開覧することを決めた場合には、自身のリスクでそれを行い、ウイルスその他の有害な要素に対するすべての保護対策を講じることはお客様の責任になります。リンクは、GE ヘルスケアまたは本サイトが、リンクに表示されまたはリンクを通じてアクセス可能な商標、商号、ロゴまたは著作権表示を使用することを法的に許可されていることを示唆するものではなく、また、すべてのリンク先ウェブサイトが、GE ヘルスケアの商標、商号、ロゴまたは著作権表示の使用を認められていることを示唆するものでもありません。

7.2 他のウェブサイトからのリンク

本サイトへリンクを貼る際には全て、GE ヘルスケアの書面による承認を得なければなりません。但し、GE

ヘルスケアは、以下のリンクについては承諾しています。

- (1) リンクが本サイトのホームページのタイトルのみを含むテキストのみのリンクである場合。
- (2) リンクが、本サイトのホームページのみに移動するものであり、それ以上先のページに移動するものでない場合。
- (3) ユーザーがリンクをアクティベートした場合に、本サイトのホームページの全画面が表示されるものであり、リンク先ウェブサイト上の「フレーム」内に表示される態様のものではない場合。
- (4) リンクの外観、位置およびその他の側面が以下に該当しない場合。
 - (i) 事業体、その活動もしくは製品が、GE HealthCare またはその関係会社に関連しているかそのいずれかがスポンサーになっているという虚偽の外観が作出されているもの。
 - (ii) GE HealthCare またはその関係会社の社名および商標に関連する信用に損害を与え、当該信用を損なうもの。

いかなる場合も、お客様は、GE ヘルスケアが理由なくまたは予告なくいつでもリンクに対する承諾を撤回する権利を留保していることに同意し、さらにお客様は GE ヘルスケアの承諾が撤回されているリンクを削除することを約束するものとします。

7.3 第三者コンテンツ

本サイトは、第三者が提供、掲載または紹介するマテリアル、データまたは情報（オンラインコミュニティ・ディスカッションでの広告または投稿を含みますが、これらに限定されません）を適宜含む場合があります。お客様は、GE HealthCare またはその関係会社のいずれも、第三者のマテリアル、データまたは情報に関して、お客様に対して一切責任を負わないことに同意します。

8. 免責事項

本サイトおよび本コンテンツを通じて利用可能な本コンテンツは、「現状有姿で」および「可能な範囲で」提供されます。

適用法に従い最大限許容される範囲において、GE HealthCare およびその関係会社は、明示的か黙示的かを問わず、あらゆる種類の保証（商品性、特定目的に対する適合性または非侵害性に関する保証を含みますがこれらに限定されません）から免責されます。

お客様は、本サイトの利用（本サイトにより頒布され、本サイトからまたは本サイトを通じてダウンロードまたはアクセスされたすべてのコンテンツ、データまたはソフトウェアを含みます）を、お客様の単独のリスクで行うことに明示的に同意します。また、お客様は、当該コンテンツ、データおよび／またはソフトウェアのダウンロードにより生じたお客様の事業やコンピュータシステムの損害またはデータの損失に対して、全責任を負うことを理解し同意します。

お客様は、GE ヘルスケアが本サイトを通じて第三者が提供する情報、製品またはサービスをいかなる点においてもコントロールしていないことを了解するものとします。別途書面による同意がある場合を除き、GE HealthCare およびその関係会社は、助言、意見、説明その他の内容、または本サイトを通じて第三者により頒布されまたは利用可能な製品またはサービスの正確性、最新性、完全性、信頼性または有用性に関して、一切責任を負わず、それらに対する保証も表明も行いません。

GE ヘルスケアは、本サイトもしくはそのコンテンツがお客様の要請に応えること、本サイトもしくはその

コンテンツが中断せず、遅延なく、安全でエラーがないこと、または欠陥がある場合はそれが是正されることを保証するものではありません。また、GE ヘルスケアは、本サイトまたはそのコンテンツの利用により取得する結果に関して保証せず、本サイトの利用を通じて入手する情報の正確性、完全性または信頼性に関しても保証しません。

GE ヘルスケアは、ユーザーに生じた損害について一切責任を負いません。その損害には、遅延によるデータの損失、コンテンツもしくは電子メールの配信不能、エラー、システムダウンタイム、コンテンツもしくは電子メールの配信ミス、ネットワークもしくはシステムの停止、ファイルの破損、または GE HealthCare、その関係会社、ライセンサーの過失もしくはユーザーのエラーおよび／もしくは不作為により生じたサービスの中断が含まれますが、これらに限定されません。

個人データの安全性に関して適用される法規制に基づき別途定めがある場合を除き、GE ヘルスケアは、本サイトを通じて送信される情報の機密性が維持されるという保証も表明も行いません。

お客様が本サイトを通じて GE ヘルスケアまたは第三者から入手した助言や情報は、口頭か書面によるかを問わず、保証を形成しないものとします。

本サイトを通じて利用可能なマテリアルは、情報提供および教育目的に限定され、患者の診断および治療における医療従事者の専門的判断に代わるものではありません。参加者は、本サイトのユーザーに助言し、ユーザーを診断しまたはその他の方法で治療することを許可されていません。本サイトによりまたは本サイトを通じて提供される本コンテンツまたはその他のサービスのいずれも、医療診断または治療に供されることを意図していません。

一部の地域においては、保証または条件の制限または除外が認められていないため、以上の免責事項の一部はお客様には適用されない場合があります。

9. 責任の制限

いかなる状況（過失を含みますが、これに限定されません）においても、GE HealthCare またはその親会社、子会社、関係会社、役員、取締役、従業員、代理人もしくはサプライヤーは、本サイトもしくは本サイトに含まれるコンテンツの使用や使用不能に起因しもしくは関連する、または個人データの安全性に関して適用される法規制に基づき別途定めがある場合を除き、送信データや、送付/受領され、あるいは未送付/未受領の他の情報への不正アクセスやそれらの改ざんの結果として生じる、直接的・間接的・付随的・特別または結果損害については、GE ヘルスケアが当該損害の可能性について助言されていた場合であっても、一切責任を負いません。当該損害には、逸失利益、使用不能、データその他の無形資産の損失による損害が含まれますが、これらに限定されません。当事者らは、以上は合理的なリスクの配分であることを了解するものとします。

一部の地域においては、間接的、付随的または結果損害に対する責任の制限または除外が認められていないため、以上の一部はお客様には適用されない場合があります。

10. 一般条項

適用法 本利用規約は、日本の法律に準拠するものとします。

管轄裁判所 現行の利用規約の解釈および／または履行により生じる紛争は、東京地方裁判所を第一審の専属的管轄裁判所とします。

その他 本利用規約は、お客様による本サイトの利用に関するお客様と GE ヘルスケアとの間の完全なる合意を構成します。本利用規約の条項が何らかの理由により無効となり、または執行不能であると判断された場合には、当該条項は、残りの条項から切り離されたものとみなされ、残りの条項の有効性または執行可能性に影響を及ぼしません。

Addendum to the Terms of Use of the GE HealthCare User Community Website for China (Mainland)

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 China (Mainland). 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 China (Mainland). Expressions used in this Addendum but not defined herein shall have the same meaning as ascribed to them under the Terms of Use.

1. In Clause 1.1 (a), (i) the term “Copyright © 2000-2009 GE HealthCare” is replaced by “Copyright © 2000-2023”; (ii) the term “GE HealthCare and the General Electric group” is replaced by “GE HealthCare or its affiliates”; and (iii) the term “French Intellectual Code” is replaced by applicable law.
2. Clause 1.1 (c) is deleted and replaced by “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”.
3. In Clause 1.3, (i) the term “trade names” is replaced by “trademark”; (ii) the term “GE HealthCare or its/such affiliates” is replaced by “GE HealthCare, its affiliates or its licensors”.
4. In Clause 1.4, the term “except as provided under Article L. 122-6-1 IV of the French Intellectual Property Code for interoperability purposes. 4” is deleted.
5. In Clause 2, the following items shall be added:
 - “9. not to use this Site to produce, reproduce, consult or transmit any content that is in violation of the PRC Administrative Measures on Security Protection for International Connections to Computer Information Networks;
 - 10. not to impersonate any person or institution, or falsely claiming or mistakenly believing to be related to any person or institution in a false or untrue manner;
 - 11. not to forge titles or otherwise manipulate identification information, resulting in people mistakenly believing that the content is published by GE HealthCare or its affiliate;
 - 12. not to upload, post, email, or otherwise publish content that is not authorized to be transmitted (such as internal or confidential information);
 - 13. not to obtain the Site’s services, content, and data by any means other than normal use of the website (including but not limited to robot software, spider software, crawler software, and any other automated programs, scripts, software)”
6. Clause 5 is deleted in its entirety and replaced by the following terms:
 - “The Site collects the information you provide to us as part of the registration process. The information we collect about you in the course of our relationship is used to manage the use of the Site and to provide information about GE HealthCare offers products and services. Please refer to the Privacy Policy of the Site for how we process your personal information.
 - 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 Content. GE HealthCare reserves the right, but has not an obligation, to not publish or to remove at any time, any Content uploaded on the Site. GE HealthCare 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.

Like most companies we use cookies on our websites. We collect certain personal information through a variety of technologies when you visit this website. By collecting this information, we learn how to best tailor our website to our visitors. Unless you disable such technologies, by using our website and online services, you agree that we can place these types of cookies and related technologies on your device.”

7. The first and second paragraphs of Clause 10 is deleted and replaced by the following paragraphs:

“**Applicable Law.** These Terms of Use including this Addendum shall be governed by the PRC law.

Dispute Resolution. Any dispute arising from the interpretation and/or performance of the present Terms of Use and this Addendum shall be submitted to Shanghai International Arbitration Center for arbitration in Shanghai according to the arbitration rules of the center then effective. The arbitration award shall be final and binding.”