



## **Acceptance of the Terms of Use**

The following supplemental terms and conditions, together with any documents expressly incorporated by reference (collectively, the "Terms of Use"), govern your access to and use of GE Healthcare Security Portal (the "Portal").

Please read the Terms of Use carefully before you start to use the Portal. By accessing or using the Portal, you accept and agree to be bound and abide by the Terms of Use. If you do not want to agree to the Terms of Use, you must not access or use the Portal.

By accessing or using this Portal, you represent and warrant that you are of legal age and mind to form a binding contract with GE Precision Healthcare LLC, acting through and on behalf of its GE Healthcare business, including its corporate affiliates worldwide (collectively, "GEHC").

## **Changes to the Terms of Use**

GEHC may revise and update the Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Portal thereafter. Your continued use of the Portal following the posting of revised Terms of Use means that you accept and agree to the changes.

GEHC reserves the right to withdraw or amend the Portal in our sole discretion without notice. We will not be liable if for any reason all or any part of the Portal is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Portal to users for maintenance or any other reason.

## **Accessing and Using the Portal**

To access and use the Portal, you will be required to register and establish your user account. You will be asked to provide certain registration details or other information. It is a condition of your access and use of the Portal that all the information you provide for user registration and account set-up is correct, current and complete. You agree that all information you provide to register with the Portal is governed by the GE Privacy Policy (<http://www.ge.com/privacy>), and you consent to all actions we take with respect to your information consistent with the GE Privacy Policy. You and other authorized end-users who have registered and established user accounts for the Portal and have accepted the Terms of Use are collectively referred to as "Users".

If you have obtained a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Portal or portions of it using your user name, password or other security information. You are responsible for all uses of and access to the Portal under your user name and password. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

GEHC has the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion if, in our opinion, you have violated any provision of the Terms of Use. GEHC may also deny account sign-up based on your location or other reasons. You must not attempt to work around any such limitations in the Portal.

## **Intellectual Property and Trademarks**

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### **Prohibited Uses**

You may use the Portal only for lawful purposes and in accordance with the Terms of Use. You agree to use the information obtained from this website only to assess or reduce security risk for the healthcare provider under which name this information is downloaded. You agree not to use the Portal:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding personal data privacy and security).
- To infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- To transmit or upload any content which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- To promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate GEHC, a GEHC employee, another User or any other person or entity (including, without limitation, by using e-mail addresses or registration names associated with any of the foregoing).
- To use the information and software contained in the Portal in any manner outside of a GEHC product or service.
- To engage in any other conduct that restricts or inhibits anyone's use or access of the Portal, or which, as determined by GEHC, may harm GEHC or Users of the Portal or expose them to liability.
- To promote any illegal activity, or advocate, promote or assist any unlawful act.

Additionally, you agree not to:

- Use the Portal in any manner that could disable, overburden, damage, or impair the Portal or interfere with any other party's use of the Portal, including their ability to engage in real time activities through the Portal.
- Use any robot, spider or other automatic device, process or means to access the Portal for any purpose, including monitoring or copying any of the material on the Portal.
- Use any manual process to monitor or copy any of the material on the Portal or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Portal.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful to the Portal, or any GEHC product or service.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Portal, the server on which the Portal is stored, or any server, computer or database connected to the Portal.
- Attack the Portal via a denial-of-Portal attack or a distributed denial-of-Portal attack.
- Otherwise attempt to interfere with the proper working of the Portal.



### **Monitoring and Enforcement; Termination**

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Portal.
- Terminate or suspend your access to all or part of the Portal for any or no reason, including without limitation, any violation of the Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Portal. YOU WAIVE AND HOLD HARMLESS GEHC AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY GEHC AND ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER GEHC OR SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

### **Data Privacy**

You explicitly consent to the use of the personally identifiable information (PII) you provide via the Portal, including storing, processing, and disclosing the data in accordance with this Terms of Use. You confirm that you have the legal authority to authorize GEHC and its subcontractors to process all PII you provide via the Portal and that you have obtained the authorization or consent (as required by applicable law) of all persons whose PII you provide.

GEHC may access, use, disclose, or preserve information associated with your use of the Portal, including (without limitation) your personal information, or information that GEHC acquires about you through your use of the Portal (including IP address and third-party information) when GEHC forms a good-faith belief that doing so is necessary; (a) to comply with applicable law or to respond to legal process from competent authorities; or (b) to enforce this Terms of Use or protect the rights or property of GEHC or our customers.

GEHC retains the right to block or otherwise prevent delivery of any type of email or other communication to or from the Portal as part of our efforts to protect the Portal, protect our customers, or stop you from breaching this Terms of Use. The technology or other means we use may hinder or prevent your use of the Portal.

In order to provide you the Portal, we may collect certain information about Portal performance, your machine, and your Portal use. We may automatically acquire this information from your machine.

### **Disclaimer of Warranties**

You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for the storage, retention, and restoration of any data, in original, copy or back-up form. GEHC WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-PORTAL ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PORTAL OR ANY DATA OR ITEMS OBTAINED THROUGH THE PORTALS.

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