

Special Terms for Siemens Healthineers Academy Groups

(Version: dd.MM.yyyy)

These Special Terms for Siemens Healthineers Academy Groups govern the use of Siemens Healthineers Academy Groups in addition to (i) the Commercial Form and (ii) the General Terms and Digital Access and Use Terms (together “Terms”). These Special Terms for Siemens Healthineers Academy Groups shall be read as complementary to the Terms and prevail in case of conflict.

0. Definitions

In addition to the definitions in the Terms the following definitions apply.

- 0.1. “Siemens Healthineers Academy” means the education and performance experience of Siemens Healthineers for healthcare professionals.
- 0.2. “Siemens Healthineers Academy Admin” means the premium education and performance experience of Siemens Healthineers for healthcare professionals
- 0.3. “Siemens Healthineers Academy Group” means an access-restricted, international, free-of-charge community primarily intended to give customers of Siemens Healthineers and interested healthcare professionals the opportunity to find, discuss and share information on the clinical usage and optimization of care concerning Siemens Healthineers’ systems and applications, as well as best practices, industry trends, and additional educational information relevant to the group and users
- 0.4. “Siemens Healthineers Academy Subscription” means management and administration of group members’ education, with access to transcripts and reporting, as well as group based space to link to pages or upload files (video, pdf, documents) with a set storage space, accessible only by a specific administrators.

1. Siemens Healthineers Academy Group Membership

- 1.1. By applying for registration to Siemens Healthineers Academy Groups, Customer confirms that Customer:
 - 1.1.1. will use the Siemens Healthineers Academy Group in its professional role and not as a consumer and/or part of the general public; and
 - 1.1.2. is fully responsible for any posts, messages or other information it posts.
- 1.2. Once registered, Customer will become a user of Siemens Healthineers Academy, and may register for one or more existing groups within Siemens Healthineers Academy or create a new group.

2. Siemens Healthineers Academy Subscription Membership

- 2.1. By subscribing to and owning a Siemens Healthineers Academy Subscription, Customer confirms that Customer:
 - 2.1.1. will use the Siemens Healthineers Academy Subscription in its professional role and not as a consumer and/or part of the general public;
 - 2.1.2. understands transcript visibility is controlled by the member and provided privacy controls;
 - 2.1.3. is fully responsible for group specific content or links uploaded; and
 - 2.1.4. is fully responsible for additional subscriptions that require Siemens Healthineers Academy.

3. Monitoring and Indemnity

- 3.1. Siemens Healthineers does not monitor the content that users post, upload or link to when using Siemens Healthineers Academy Groups or Siemens Healthineers Academy Subscription. However, Siemens Healthineers reserves the right to delete any content generated by Customer or any other user. Siemens Healthineers Academy or Siemens Healthineers Academy may not be used to report the need for device system service.

- 3.2. Unless explicitly stated by Siemens Healthineers, posts, comments, links or content uploaded do not reflect Siemens Healthineers’ opinion, and Siemens Healthineers does not accept any liability for posts and comments by Customer or another user of Siemens Healthineers Academy Groups.

- 3.3. Customer shall indemnify Siemens Healthineers from all claims, costs and expenses (including legal expenses) arising from any post, message or other information Customer posts in a Siemens Healthineers Academy Group or upload or link to as part of your Siemens Healthineers Academy Subscription.

4. Rules

- 4.1. Once Customer has successfully registered for an existing Siemens Healthineers Academy Group or created a new Siemens Healthineers Academy Group, Customer may post and comment online in compliance with the following rules. As a user of a Siemens Healthineers Academy Group Customer must:
 - 4.1.1. operate in compliance with applicable laws and regulations;
 - 4.1.2. communicate with mutual respect;
 - 4.1.3. follow the instructions of the group owner; and
 - 4.1.4. report any misuse to the group owner.
- 4.2. If Customer creates a group or is designated as a group owner, Customer is responsible for all activities of such group and its members including-
 - 4.2.1. approving or declining registered Siemens Healthineers Academy users who request to join such group;
 - 4.2.2. ensuring that all members have reviewed and understand these Special Terms for Siemens Healthineers Academy Groups;
 - 4.2.3. fostering member compliance with the rules in the Special Terms for Siemens Healthineers Academy Groups;
 - 4.2.4. reviewing posts and deleting any that are contrary to these Special Terms for Siemens Healthineers Academy Groups; and
 - 4.2.5. removing members from the group for lack of compliance to the Special Terms for Siemens Healthineers Academy Groups.
- 4.3. As a user of Siemens Healthineers Academy Groups or by subscribing to and owning a Siemens Healthineers Academy Subscription, as part of contract set up, Customer must not:

- 4.3.1. Post any content that is contrary to applicable law or regulation.
- 4.3.2. Post any information Customer is not allowed to disclose.
- 4.3.3. Post any information allowing identification of an individual.
- 4.3.4. Misrepresent its relationship with Siemens Healthineers and Siemens Healthineers Academy or present false information about Siemens Healthineers and Siemens Healthineers Academy, post and/or send any message containing any form of advertising or promotion for goods or services.
- 4.3.5. Post information contrary to the instructions of any group owner.
- 4.3.6. Post any content that is protected by copyright or any other rights in a way that violates such rights.¹

5. Grant of Rights of Use

Siemens Healthineers will not re-use comments, posts, content or other information provided by Customer via Siemens Healthineers Academy Group.

1 In accordance with the Copyright Act of 1968 in Australia, Siemens Healthineers will respond expeditiously to claims of copyright infringement committed that are reported to the individual designated below.

It is Siemens Healthineers' policy, in appropriate circumstances, to terminate the accounts of members or users who are repeat infringers or are repeatedly charged with infringement. If you are a copyright owner, or are authorized to act on behalf of an owner of any exclusive right under copyright, and you believe that your work has been copied in a way that constitutes copyright infringement by Siemens or a user, you may submit a notice of infringement to the individual designated below.

Siemens Healthineers
Level 3, 141 Camberwell Road
Hawthorn East VIC 3123
Email: ipdsms.func@siemens-healthineers.com

Please provide the following information in your notice of infringement:

1. A detailed description of the copyrighted work you believe is being infringed upon;
2. A description of the location of where the alleged infringing content appears;
3. Your contact information (including name, address, telephone number, and email address);
4. A statement that you have a good faith belief that the alleged infringing use is not authorized by you as the copyright owner, your agent, or by law;
5. A statement affirming that, under penalty of perjury, the information in the notice is accurate and that you are indeed authorized to act on behalf of the copyright owner; and
6. An original signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of the copyright as well as to submit the claim.