

# GE HealthCare Pension Plan

## Site Terms and Conditions of Use

**Please read these terms carefully before using this website.**

### **1. Information About mygehcpension.com**

- 1.1 The domain name mygehcpension.com and any subdomains ("Site") is a website operated by GE Healthcare Pension Trustee Limited (11673452), Pollards Wood, Nightingales Lane, Chalfont St. Giles, Buckinghamshire, HP8 4SP ("We" or "Our").
- 1.2 If users of the Site ("You") have any questions about these Terms or any problems accessing or using the Site or any of its contents please contact WTW, the Plan Administrator.

### **2. Website Terms**

- 2.1 These Terms (together with the documents referred to in them) apply to and govern your use of the Site. Use of the Site includes but is not limited to accessing, browsing or registering to use the Site.
- 2.2 The Site is provided to you for your personal use subject to these Terms. By using the Site, you agree to be bound by these Terms.
- 2.3 If you do not agree to be bound by these Terms, do not continue to access or use this Site and please close the browser or tab you are using to access this Site.

### **3. Associated Applicable Terms**

- 3.1 References to these 'Terms' include the following additional terms which apply to your use of the Site:
  - 3.1.1 Our [Privacy Policy](#), which sets out the terms on which we process any information collected about you from the Site.
  - 3.1.2 Our [Cookie Policy](#), which sets out information about the cookies on the Site.

### **4. Changes to these Terms**

- 4.1 We may revise the provisions of these Terms at any time by amending this page and such revisions will be effective immediately from the time they are included on the Site.
- 4.2 You agree to review these Terms regularly to ensure you become aware of any revisions to them and by continuing to access or use this Site you agree to be bound by the revised Terms. If you do not agree to be bound by the amended Terms, do not continue to access or use this Site and please close the browser or tab you are using to access this Site.

### **5. Changes to the Site**

- 5.1 We may update the Site at any time, and may change the content at any time. Please note that any of the content on the Site may be out of date at any given time and we are under no obligation to update it.
- 5.2 We will take reasonable steps to ensure the Site, and any content on it, will be free from any material errors or omissions.

## **6. Accessing the Site**

- 6.1 Access to this Site is permitted on a temporary basis, and whilst we will take reasonable endeavours to ensure that the Site will be available but we do not warrant that access to the site will be uninterrupted. We may suspend, withdraw or change all or any part of the Site without notice, including transferring the Site or any of the Site's sub-domains, to a new domain. We will not be liable if, for any reason, the Site (or any part of it) is unavailable at any time or for any period.
- 6.2 You are responsible for making all arrangements necessary for you to have access to the Site (including by use of a compatible browser and a stable and secure internet connection). You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these Terms and that they comply with them.

## **7. Restrictions on your use of our website**

- 7.1 You may only use our website for lawful purposes and in compliance with all applicable laws, including without limitation data protection and privacy laws, laws relating to copyright of content and laws relating to sending or distributing unsolicited commercial electronic messages.
- 7.2 In addition, you must not:
  - 7.2.1 use our website to send or transmit, whether directly or indirectly, unsolicited or unauthorised advertising or promotional material, chain letters or pyramid selling schemes;
  - 7.2.2 use our website to post content or link to content where you know that or ought to have known that the owner of that content has not consented to or authorised that posting or linking or where that posting or linking infringes the rights of that owner;
  - 7.2.3 introduce (by act or omission) any viruses, worms, trojan horses, logic bombs or other similar destructive, disabling or malicious code, device or material to the Site ("Malware"). You must not attempt to gain unauthorised access to the Site, the servers on which it is stored or any server, computer or database connected to the Site, nor attack the Site using a denial of service attack or a distributed denial of service attack. You acknowledge that by breaching this provision you would commit a criminal offence under the Computer Misuse Act 1990 and/or laws of other jurisdictions. We may report any such breaches and disclose personal data relating to you to any relevant law enforcement agency. In the event of such a breach, your right to use the Site would cease immediately;
  - 7.2.4 use our website to attempt to gain unauthorised access to any other website, internet account, server, computer, equipment, system, network, data or information;
  - 7.2.5 use our website to monitor data or traffic on any network or system;
  - 7.2.6 use our website to collect or use information, including without limitation email addresses, screen names or other identifiers, by deceit (such as phishing, internet scamming, password robbery, spearing, scraping and harvesting);
  - 7.2.7 use our website to distribute software;
  - 7.2.8 use our website to groom, harm or take advantage of minors in any way or to attempt to do so; or
  - 7.2.9 use our website in violation of export laws, controls, regulations or sanction policies of the United Kingdom, the United States, the European Union the United Nations or any other country.
- 7.3 If you breach any term of these Terms your right to use our website will immediately end. In addition we may take such other actions including, without limitation, legal action as we consider appropriate.
- 7.4 If you breach any term of these Terms, or if we receive a request from a law enforcement authority to do so, we may report your identity, details of any breach and any other

information we consider necessary to relevant law enforcement authorities and without notifying you in advance.

## **8. Intellectual Property Rights**

- 8.1 We are the owner or licensee of all intellectual property rights in the Site and all design, text, pictures, images, graphics, icons, movie or video files, (and the selection and arrangement of them), software compilations, coding, underlying source code, software, databases, trademarks, logos and all other material on the Site. All such rights are reserved.
- 8.2 You may retrieve and display the content of the Site on a computer screen, store such content in electronic form on disk (but not on any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute, use (or misuse) for commercial purposes (or otherwise) any of the materials or content on the Site without our prior written consent.
- 8.3 You must not use any part of the content on the Site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 8.4 Infringement of any rights in the Site or the materials associated with the Site may lead to criminal and/or civil sanctions in the UK, US and other countries.
- 8.5 You may not copy, print or download material from the Site unless expressly authorised to do so or otherwise in breach of these Terms you must immediately cease to use the Site and erase, destroy and/or return any unauthorised materials to us.
- 8.6 If you believe that any content on the Site in any way infringes intellectual property rights belonging to you or any third party please contact us immediately identifying those rights and the material you claim is infringing your rights (or those of any third party).

## **9. Reliance on Information**

- 9.1 Our website is made available to you free of charge.
- 9.2 The content on the Site is provided for general information only and nothing on the Site is intended as advice on which you should rely:
  - 9.2.1 You must obtain specialist professional advice before taking, or refraining from taking, any action on the basis of the content on the Site, and;
  - 9.2.2 We will not be liable for any losses arising out of or in relation to any reliance placed on the content of the Site by you, or any other person or third party.
- 9.3 Please also note that whilst we will take reasonable steps to ensure that the content of the Site is up to date, we make no (and expressly disclaim all) representations, undertakings, guarantees or warranties, express or implied, in respect of the Site or its contents including, but not limited to, the accuracy or completeness of the Site and its contents.
- 9.4 We make no warranties, representations, undertakings or guarantees that our website is secure or free from bugs, viruses or Malware. You are responsible for ensuring that the device from which you access our website is protected by up-to-date anti-virus and anti-malware software. Where downloading of Site content or material is expressly permitted (as set out in 8.5 above), it will be your responsibility to scan any such content or material you ensure that it is free of Malware.

## **10. Limitation of Liability**

- 10.1 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law, for example those relating to the rights of consumers.

10.2 We will not be liable, to the maximum extent permitted by law, or accept any liability for any Malware or similar destructive, disabling or malicious code which any computer equipment and/or software used by you may suffer as a result of your accessing the Site and/or any other communication via the internet between you and us.

10.3 We will not be liable to you for any loss or damage, arising out of or in connection with your use of (or inability to use) our website or your use of or reliance upon any content on our website, whether in contract, tort (including, without limitation, negligence), misrepresentation, restitution, breach of statutory duty, or otherwise.

#### **11. Links from our website to other websites**

11.1 Our website may contain links to other websites from time to time. These links are provided for your convenience. We have no control over, and no responsibility or liability to you for, or make any representations about, those other websites or their content and you view and rely upon the contents of any such third party website at your own risk.

11.2 The inclusion of a link to a third party website contained on our website does not mean that we endorse that third party website or the content on such website.

#### **12. Links from other websites to our website**

12.1 You may not link to any of the Site's web pages without our prior written consent.

12.2 You may not frame or permit another to embed or frame the Site on any other website.

12.3 You must not establish a link that suggests any form of association, approval or endorsement with or from us where none exists.

12.4 We reserve the right to withdraw permission to link to the Site at any time and without notice.

12.5 Where consent is granted, any website which is linked to the Site must in all respects comply with clause 7 of the Terms.

#### **13. Miscellaneous**

13.1 You may not transfer any of your rights under these Terms to any other person. We may transfer our rights under these Terms to another business or person where we reasonably believe your rights will not be affected.

13.2 If you breach these Terms and we choose not to take immediate action, such inaction shall not constitute a waiver of our rights and remedies and we will still be entitled to use such rights and remedies at a later date or in any other situation where you breach the Terms.

#### **14. Applicable Law**

14.1 Subject to 14.2, these Terms are subject to the laws of England and Wales and you and we agree to the non-exclusive jurisdiction of the courts of England and Wales.

14.2 If you are a consumer, the Terms are subject to the laws of England and Wales and you and we agree to the non-exclusive jurisdiction of the courts of England and Wales. Therefore, if you are a resident in Northern Ireland, you may bring proceedings in Northern Ireland. Equally, if you are a resident in Scotland, you may bring proceedings in Scotland. As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms affects your rights as a consumer to rely on such mandatory provisions of local law.