

@SLEEPAPNEAABOUT
TWITTER ACCOUNT TERMS OF USE

1. ACCEPTANCE OF THESE TERMS

These terms and conditions (the "Terms") govern your access to and use of the Twitter account @SleepApneaAbout managed by AIR LIQUIDE SANTE INTERNATIONAL (referred to herein as "ALSI" or "We", "Us", or "Our"), with a view to provide information related to sleep apnea and the website www.all-about-sleep-apnea.com.

By Using @SleepApneaAbout, you (hereinafter "You") are deemed agreeing to comply with these Terms.

You shall read the provisions of these Terms carefully before Using @SleepApneaAbout.

If You do not agree to these Terms, You shall not Use @SleepApneaAbout.

These Terms supplement Twitter Terms of Service in respect of Your Use.

Your Use is still subject to the respect of Twitter Terms of Service.

2. DEFINITIONS

ALSI: a French company registered in Paris under n° B 552 134 728, having its registered office 75, Quai d'Orsay, 75007 Paris – FRANCE.

Content: any type of content (information, text, graphics, photos or any other materials) posted by You, any another User or ALSI related to @SleepApneaAbout.

Use: means any use of @SleepApneaAbout such as any Content you post, any retweet posted on @SleepApneaAbout, any direct message to @SleepApneaAbout, any reference to @SleepApneaAbout. By following @SleepApneaAbout, retweeting and/or selecting of any tweet posted on @SleepApneaAbout as a favorite through Your Twitter account, You are also considered as using @SleepApneaAbout (e.g. User).

3. SCOPE OF @SLEEPAPNEAABOUT

@SleepApneaAbout is a Twitter account managed by ALSI and aimed at providing a forum for discussions regarding information about sleep apnea, also known as sleep apnoea.

Although We welcome feedback from Users and undertake to participate in discussions whenever possible, We cannot guarantee that You will always obtain any individual reply to all Your direct messages received via @SleepApneaAbout.

Our Contents are posted only for informational purposes and are subject to change at any time without notice.

By Using @SleepApneaAbout, You assume the risk that the information may be incomplete, inaccurate, out of date, or may not meet your needs and requirements.

As We operate in a regulated industry, Contents shared and discussed by and with @SleepApneaAbout may be limited.

Following of other Twitter accounts by @SleepApneaAbout and the selecting of tweets posted by third parties as favorites shall not be considered as an endorsement of such followed Twitter accounts or of their

tweets.

4. LANGUAGE

The language to Use @SleepApneaAbout is English. As a consequence, We cannot guarantee that You will receive an answer from Us in Your language or any other language than English.

5. DISCLAIMERS/LIMITATIONS ON LIABILITY

We make no representation or warranty whatsoever regarding the suitability, functionality, availability or operation of @SleepApneaAbout.

You acknowledge that @SleepApneaAbout may be temporarily unavailable, and that the operation of @SleepApneaAbout may be adversely affected by conditions and performances outside Our control.

We may, at any time, temporarily or permanently modify or interrupt, all or part of @SleepApneaAbout in order to make improvements and/or changes.

We are not liable for any modification, suspension or interruption of @SleepApneaAbout by Twitter.

We make no representation or warranty whatsoever regarding the completeness, accuracy, currency or adequacy of any Content posted on @SleepApneaAbout.

We cannot be held liable for (i) any modification of any Content resulting from fraudulent intrusion by a third party @SleepApneaAbout, (ii) access or inability to access @SleepApneaAbout, (iii) the use of Twitter and (iii) credit given to any Content made available @SleepApneaAbout.

Reference to any process, publication or service of any third party by trade name, domain name, trademark, service mark, logo, or otherwise does not constitute or imply its endorsement or recommendation by Us.

Views and opinions of Users of @SleepApneaAbout do not necessarily state or reflect those of ALSI.

Information and Content posted on @SleepApneaAbout are for informational purposes only and shall not be, under any circumstances, considered as medical advice or health service. Users shall consult a health professional whenever necessary.

Users are responsible for seeking the advice of healthcare professionals, as appropriate, regarding the information, opinions, advice or Content available @SleepApneaAbout.

Should You wish to report possible adverse events or side effects related to product or treatment in relation with sleep apnea products, please contact a health professional.

6. ABOUT YOUR CONTENT

You are liable of Your Content posted on @SleepApneaAbout.

We are not responsible for Your Content and cannot approve or endorse any User's Content or more generally any Content posted by Users even when they relate to Us.

We do not assume any responsibility or liability arising from Your Content or any Content posted by any other Users on Twitter.

You should not rely on any particular statements or opinions expressed by Users or about Us.

Except as otherwise provided just below, We do not verify Users Contents and are not responsible for Your activity on Twitter and in particular for Your Contents.

7. MODERATION

We update and monitor @SleepApneaAbout *a posteriori* from time to time. We moderate any reference to @SleepApneaAbout on Twitter and We reserve the right to take appropriate actions in case of infringement of these Terms.

Whenever necessary, a User can be prevented from posting Content on @SleepApneaAbout or We may also request Twitter to block such User, without prior notice or compensation of any kind.

8. RESTRICTION OF USE

Your Content posted on @SleepApneaAbout shall only be related to sleep apnea.

You shall not use @SleepApneaAbout to harass, threaten or attack anyone or otherwise behave in any way that would cause annoyance or distress to other Users, or to promote a product or a person or organization/institution.

9. GOVERNING LAW AND DISPUTES

THESE TERMS OF USE, ITS SUBJECT MATTER AND ITS FORMATION ARE GOVERNED BY FRENCH LAW WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS. YOU AND WE BOTH AGREE THAT THE COURTS OF FRANCE WILL HAVE EXCLUSIVE JURISDICTION.

10. MISCELLANEOUS

We reserve the right without prior notice and in Our sole discretion to delete @SleepApneaAbout or all or part of its Contents, at any time.

In compliance with the Law No. 2004-575 of June 21, 2004, regarding Confidence in the Digital Economy, You can notify to Us at any time of the presence of illegal Content posted on @SleepApneaAbout using this email address HealthCare-Communication.FRALSI@airliquide.com.

The Terms may be subject to revisions from time to time, such revisions being announced via a tweet so You will have the choice to decide whether or not You want to continue to Use @SleepApneaAbout under the revised Terms.

Revised Terms shall apply and be considered as accepted by You, if You continue to Use @SleepApneaAbout after receiving Our announcement.

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect. The section titles in these Terms are for your convenience only and do not have any legal or contractual effect.

If you have any questions, comments or concerns about @SleepApneaAbout or these Terms, You may contact us at HealthCare-Communication.FRALSI@airliquide.com.