

TERMS OF SERVICE

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Legal name of the Company:

Air Liquide Canada Inc.

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Services hosted in the United States.

AIR LIQUIDE MOBILE APPLICATION

Welcome to the Air Liquide mobile application ! By accessing or using our mobile application and community portal website (“**Services**”) and software that we include as part of the Services, including any applications, content files, instructions and any related documentation (collectively “**Software**”), you are agreeing to these terms. If you do not agree to these terms as well as any other policies (including the Privacy Policy) posted within the Services, please do not access the website, mobile application and community portal website nor any of the related pages hereof. You agree to review these terms on a regular basis and your continued access or use to the web site means that you have agreed to any and all changes in the Terms. Air Liquide Canada Inc. hereby grants to you a nontransferable, nonexclusive license to access and use the Services and Software solely for your internal use.

“Air Liquide”, “We,” “Our” or “Us” means Air Liquide Canada Inc., its affiliates and subsidiaries.

“You” or “Your” means you as an individual, and any company or organization for whom you are using the Services and Software.

IF YOU HAVE ENTERED INTO ANOTHER AGREEMENT WITH AIR LIQUIDE CONCERNING OTHER SERVICES, PRODUCT(S) OR SUPPLY, THE TERMS AND CONDITIONS OF THAT AGREEMENT SHALL PREVAIL WHERE IN CONFLICT WITH THESE TERMS OF SERVICE.

ELIGIBILITY

You may only use the Services if you are 16 years old and over and allowed by law to enter into a binding contract. Products and services offered by Air Liquide are solely for commercial use. Use of these Services by children or the purchase by children of any of our products or services is not intended. As a matter of policy, those under the age of 16 should ask their parents before sending personal information to us or anyone else on the Internet. We expect, however, that none of our users will be children.

Using our Services carefully and adequately. You agree to use our Services adequately and carefully and not interfere with our Services, or attempt to access them using a method other than the interface and instructions given to you. The Services can only be used in accordance with all applicable laws and regulations. Air Liquide may suspend or discontinue the Services without any liability if you fail to comply with these Terms of Services or any other applicable policies. We can also suspend or stop the Services during any investigations related to suspected misconduct or fraud.

Air Liquide and third party content. The Services may contain links to other websites. The content and information practices of these other websites is governed by the privacy policies of these other websites. The Services may display content which does not belong to Air Liquide. Said content is the sole responsibility of the third party making it available. Air Liquide may review the content to determine whether it is legal or meets our policy requirements, may take measures to remove said content that we reasonably believe is illegal or violates our policies. However, all users and visitors cannot assume that all content is reviewed and approved by Air Liquide. Air Liquide and/or third-party content providers remain the owners of the information contained within the Services (except for personal information) and the user or visitor does not acquire any ownership rights by accessing, printing or downloading any of the information or making use of the functionalities of the Services and Software.

Air Liquide products. The information contained on the website is for evaluative purposes only and is not intended to be relied upon by, or to create any warranty to, any user or visitor or any other person. Prices and information contained on the website concerning products may change at any time, and is not represented as being complete. Any warranty or assurance about our products is made only to purchasers of our products through (and as set forth in) the purchase and sale terms or agreements. In case of discrepancies between the information mentioned in the Services and the information or terms mentioned in your purchase agreement or any other similar document, the information mentioned in the latter will prevail.

Our Intellectual Property. ALMIG™, ALTIG™, BLUESHIELD™, BLUESHIELD CRYSTAL™, BLUESHIELD MNR™, DUO™, EXCELARC™, LA 18 PLUS™, MAPP™, NUCLEARC™, UNISHIELD™ and WOLFPAC™, in Canada, are registered trademarks of Air Liquide Canada Inc. Air Liquide™, Air Liquide Welding™, ALIGAL™, ALPHAGAZ™, ALTOP™, ARCAL™, FLAMAL™, FLOXAL™, LASAL™ and MINITOP™: L'Air Liquide S.A. All others names, brands and marks are used for identification purposes only and may be trademarks or registered trademarks of their respective owners. Air Liquide hereby grants to you a nontransferable, nonexclusive license to access and use the Services and Software solely for your internal use. We may, in our sole discretion, add, delete, or change some or all the Services, included within the Services and Software at any time or terminate this license. The configurations, displays, screen, interfaces, text, graphics, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, "look and feel" and arrangement of such Content, and all information appearing or displayed in connection with or combined by Air Liquide on the website and application are covered by various intellectual property right protections including domestic and international copyright, trademark, and trade secret laws. Air Liquide owns, reserves and retains all property rights, including copyrights, to this website and its contents. The trademarks, service marks, trade names, logos and other indications of origin, including but not limited to Air Liquide's domain name, displayed on this website are registered and unregistered trademarks of Air Liquide or a third party that has granted Air Liquide the right to use them on this site. Nothing contained herein should be construed as granting the browser or user any license or right to use any trademark displayed on the site without the prior written consent of Air Liquide or the third party. Air Liquide and/or third-party content providers remain the owners of the information displayed on this website and the user does not acquire any of these ownership rights by printing or downloading any of the information or otherwise making use of the website's features.

Safe use of the Services using mobile devices. It is the user's responsibility to take all appropriate steps to ensure that the use the Services is safe, obeys traffic laws and does not harm anyone in any way.

Community Portal. By using the Services, you also agree to follow these rules.

- Your first name, last name and province will be publicly displayed on the Community Portal. You agree that all information submitted to the Community Portal pages is accurate and regularly updated. If Air Liquide has grounds to believe that the information submitted is inaccurate, untrue or incomplete, it has the right (but not the obligation) to suspend or terminate your access and use of the Community Portal. You agree that Air Liquide may send you information and notices regarding the Community Portal, your account or registration, by email, text messaging or other means based on the information you provide to Air Liquide.
- As a user of the Community Portal, you agree to be responsible for your activities related to the community Portal. You will also treat other users with respect and courtesy and use commercially reasonable efforts to prevent unauthorized access or use of the Community Portal. If such unauthorized access or use occurs, you will notify us promptly.

You also agree not to:

- Violate any anti-spam legislation or use the Community Portal in connection with unsolicited electronic commercial messages
- Impersonate any other person
- Submit content in exchange for payment or other consideration
- Unlawfully or falsely imply that you are associated with Air Liquide or any other person or entity
- Sell, lease or exchange content for consideration (including payment) from another person or entity
- Use to Community Portal to transmit, store or post tortious, libelous, false or infringing content or material or third party confidential information
- Use the Community Portal in any illegal, fraudulent or unauthorised activity, such as but not limited to the disruption of the performance of integrity of the Software and Community Portal, phishing, malicious code or malware, ...
- Extract and/or use information about other users without their consent
- Link to any content or other websites that is, in our sole opinion, offensive, vulgar, defamatory, abusive, pornographic, obscene, inappropriate, objectionable or that violates another person's or entity's confidentiality, privacy, intellectual and publicity rights
- Install viruses, worms, bugs, malware or other programs that may damage, limit or affect the performance and/or functionalities of the Community Portal and Services.

The Community Portal and Services may be accessed and used by persons and entities around the world. Be careful as material or statements made by you that do not seem offensive, abusive or obscene may be perceived as such by others.

- Access and use of the Community Portal is at your sole risk. Air Liquide may modify at its sole discretion the Community Portal, the Services, their functionalities or any pages related to them at any time and without notice.
- Air Liquide has the right (but not the obligation), in its sole discretion, to remove or refuse to post any content or link to any other material without notice and without cause.
- Air Liquide may suspend or terminate your account or use of the Community Portal use if you have not used or performed any activities related to the Services in the past 6 months. If your activities on

the Community Portal are disruptive, detrimental or abusive, we may suspend, cancel or terminate your account or use to the Services. You and/or your employer may also be banned from the Portal Community.

PROPRIETARY RIGHTS AND PRIVACY

User content and rights. Some of the Services allows you to upload, submit, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content.

When you upload, submit, store, send or receive content to or through our Services, you give Air Liquide (and those we work with) a perpetual, worldwide, fully paid up right to license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that the user content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services (for example, for a business listing you have added to Google Maps). Some Services may offer you ways to access and remove content that has been provided to that Service. Also, in some of our Services, there are terms or settings that narrow the scope of our use of the content submitted in those Services. Make sure you have the necessary rights to grant us this license for any content that you submit to our Services.

By registering in the Community Portal, you agree that we may use your email address and mobile phone number to send marketing information, updates and surveys. If you enter your mobile phone number, you may receive event updates via your mobile phone (by voice SMS, MMS, or otherwise) at your own cost. Subject to the above, Air Liquide will treat your personal information in accordance with our Privacy Policy.

Types of cookies used on the Services

When you use the Services, we may install different kinds of cookies: functionality cookies and performance cookies.

Functionality cookies

Functionality cookies enable you to browse the site and use its essential features, such as secure areas on the site. These cookies do not collect any information that could be used for marketing or targeted ad purposes.

Performance cookies

These cookies are used to establish statistics and reports that track usage of the Services (sections and content visited, duration of connection to the site, the number of error messages that occur). We use this information to improve the content and usability of our services as well as to test new functionalities.

The Services also use Google Analytics, Google Inc.'s ("Google") web traffic analytics service. Google Analytics uses cookies to help the site understand how visitors use it. The data generated by the cookies concerning your use of the site (including your IP address) will be sent to Google and stored by Google on servers located in the United States.

Management of cookies used on the site

You can configure your web browser in such a way as to ensure that cookies are either stored on your device or, on the contrary, not stored (i.e., blocked), always or depending on the issuer. You can also configure your browser software so that you are asked each time for cookie permissions -- i.e., whether or not you want to store or refuse the cookies that are sent to you.

- [Internet Explorer™](#)
- [Safari™](#)
- [Chrome™](#)
- [Firefox™](#)
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All cookies stored prior to your parameter settings modification will remain on your computer. You can delete them using your browser settings.

SOFTWARE IN THE SERVICES

Software updates. When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

Users may not copy, modify, distribute, sell, or lease any part of our Services or Software, nor may you reverse engineer or attempt to extract the source code of the Software or any incorporated software, unless laws prohibit those restrictions or you have our written permission.

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LIABILITY FOR OUR SERVICES

You agree that you bear all risks associated with using or relying upon content on the Community Portal or Services. In no event shall Air Liquide have any liability, losses or damages hereunder to you for any indirect, special, incidental, punitive, or consequential damages, or damages based on lost profits, data or use, however caused and, whether in contract, tort or under any other theory of liability, whether or not you have been advised of the possibility of such damages.

INDEMNITY

You agree to indemnify and hold Us and Our subsidiaries, affiliates, directors, officers, agents, and

employees harmless from any claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from: (i) your breach of these Terms of Service or (ii) any claim made by any third party arising out of content you submit or post within the Services and your activities on the community portal, including, but not limited to, your violation of these Terms of Service, your violation of any rights of a third party or your use of the community portal.

To the extent permitted by law, the total liability of Air Liquide, its affiliates, subsidiaries, employees, directors, officers, agents, suppliers and distributors for any Claims under these Terms of Service shall be limited to the amount paid by you to us to use the Services. Under these Terms of Service, "Claims" means any claims, losses, damages, suits, judgments, orders and litigation costs, including attorney's fees.

BUSINESS USES OF THE SERVICES

If the Services are being used for or by a business, said business (whether a corporation, joint venture, partnership, governmental agency or any other similar organization) accepts to be bound by these terms. It will hold harmless and indemnify Air Liquide and its affiliates, subsidiaries, employees, directors, officers, agents, suppliers and distributors from any Claims and liability arising from the use of the Services and any violation of the terms and conditions of these Terms of Services.

THIRD PARTY LINKS

The Community Portal and Services may include third party links. Air Liquide shall not be responsible for the content found in third party links or links found in linked sites. Air Liquide reserves the right to remove any links at any time. Air Liquide does not endorse the entities, persons or products to which it links and reserves the right to mention this on its website(s). Access and use to said third party links is at your sole risk.

ENFORCEMENT AND TERMINATION

Air Liquide does not usually prescreen, verify, monitor or moderate the content posted by users on the Community Portal or Services but reserves the right to do so at any time and without prior notice. Air Liquide and its authorized agents reserve the right to investigate any potential violation of these Terms of Service and to take all appropriate remedial action. Any violation of these Terms of Service may result in the temporary or permanent suspension of your access and/or account to and/or use of the Services. Air Liquide may also take all relevant action to enforce the terms of this policy as well as any other policy. Violation of these terms may lead to legal action. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. To report violations, please email marketing.team@airliquide.com

MISCELLANEOUS

The waiver by Air Liquide of any of its rights under these Terms of Service will not be construed as constituting a precedent.

Should any provision of these Terms of Service become invalid or unenforceable, it shall be considered severed from this Agreement and shall not affect the validity of the remainder of the Terms of Service.

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Québec, without reference to conflict of laws principles. Each of the parties hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Québec, judicial district of Montreal, to adjudicate any dispute arising out or related to the Services and/or these Terms of Service. Except as expressly stated in these Terms of Services, these Terms of Service constitute

the entire agreement between the parties, and supersede all prior agreements, proposals or representations, written or oral, concerning their subject matter.

MODIFICATION

Air Liquide may modify these Terms of Service at any time. The date at which these Terms of Service is modified is displayed at the beginning of this notice. Because of this, please read the Terms of Service periodically. All modifications or supplements to these Terms of Service are effective when posted.

CONTACTING US

Please feel free to ask us questions concerning our Services, Terms of Service and Privacy Policy. To report a violation of these Terms of Service or to make any suggestions, please send us a detailed email at marketing.team@airliquide.com.