

ASL Terms of Use

BY ACCESSING AND USING THIS WEB SITE, YOU CONSENT TO AND AGREE TO BE BOUND BY THE TERMS OF USE AS MORE FULLY DESCRIBED ON THIS PAGE.

Use of Materials Prohibited

This web site and all content posted to this web site are the sole and exclusive property of ASL Analytical, Inc. ASL Analytical, Inc. retains and reserves all rights with respect to this web site and its content. You may not distribute, modify, transmit, report, or use the content of this web site for any purpose, including the text, graphics, images, audio or video, without the prior written permission of ASL Analytical, Inc.

Trademarks and Copyright

The name, logo, product and service names, design marks and slogans, are all trademarks, or registered trademarks of ASL Analytical, Inc. These items and other trademarks owned by ASL Analytical, Inc. may not be used in any manner without the prior written consent of ASL Analytical, Inc. All materials contained on this site are protected by United States copyright law and may not be reproduced, distributed, transmitted, displayed, published, or broadcast without the prior written permission of ASL Analytical. Copyright © 2013 ASL Analytical, Inc. All Rights Reserved.

Consent to Monitoring

Anyone using this web site agrees that ASL Analytical, Inc. may monitor the web site contents periodically to: (1) comply with any necessary laws, regulations or other governmental requests; (2) operate the web site properly; or (3) protect itself and its users. ASL Analytical, Inc., in its sole discretion, reserves the right to modify, reject or eliminate any information residing on or transmitted to its web site.

Disclaimers of Liability

THE USER OF THIS WEB SITE ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS WEB SITE OR ANY OTHER LINKED WEB SITES AND THE INTERNET GENERALLY. ASL ANALYTICAL, INC. DISCLAIMS ALL WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE INFORMATION ACCESSED FROM, OR VIA, THIS WEB SITE OR ANY OTHER LINKED WEB SITE OR THE INTERNET GENERALLY, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

IN NO EVENT SHALL ASL ANALYTICAL, INC., ITS RESPECTIVE SHAREHOLDERS, DIRECTORS, AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR OTHER CONSEQUENTIAL OR

PUNITIVE DAMAGES OR ANY DAMAGES WHATSOEVER, WHETHER ARISING UNDER CONTRACT OR AT LAW, RESULTING FROM OR RELATED TO ANY USE OF THIS WEB SITE, ANY OTHER LINKED WEB SITE OR THE INTERNET GENERALLY OR THE MATERIALS AND CONTENT POSTED ON THIS WEB SITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE, EVEN IF ASL ANALYTICAL, INC., ITS SUBSIDIARIES OR AFFILIATES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER SUCH DAMAGES ARISE IN AN ACTION OF CONTRACT, NEGLIGENCE, TORTS OR OTHER LEGAL ACTION.

NEITHER ASL ANALYTICAL, INC., NOR ANY OF ASSOCIATES SHALL BE LIABLE FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF YOUR RELIANCE ON THE MATERIAL, CONTENT OR OTHER INFORMATION ON THIS WEB SITE.

ASL Analytical, Inc. assumes NO responsibility, and shall not be liable for any damages RESULTING FROM viruses that may infect, your computer equipment, software, data or other property on account of your access to, use of, or browsing in this web site OR ANY OTHER LINKED WEB SITES OR THE INTERNET GENERALLY or your downloading of any materials, data, text, images, video or audio from this web site or any OTHER linked web sites OR THE INTERNET GENERALLY. No Warranties

ASL Analytical, Inc., in its sole discretion, has the right, but not the obligation, to make changes and updates to any information contained within this web site, without prior notice. ASL Analytical, Inc., in its sole discretion, also has the right, but not the obligation, to make changes or improvements to the products or programs described within this web site, without prior notice. You are bound by the Terms of Use in effect at the time of your visit.

Indemnification

You agree to defend, indemnify and hold harmless ASL Analytical, Inc., its subsidiaries or affiliates, or their respective shareholders, directors, agents, representatives, officers or employees, from and against any claims, losses, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any violation of these Terms of Use or any activity related to your use of this web site (including negligent or wrongful conduct).

Term and Termination

Your right to use or access the web site and each portion of the web site shall automatically terminate upon a violation of these Terms of Use. Notwithstanding any of these Terms of Use to the contrary, ASL Analytical, Inc. reserves the right, without notice and for any or no reason and in its sole discretion, to terminate your use of the web site or any portion of this web site and to block or prevent future your access to and use of the web site or any portion of this web site. The provisions relating to Trademarks and Trade names, Disclaimers of Liability, Disclaimer of Endorsement, Indemnification and Applicable Law and Venue shall survive any termination.

Applicable Law and Venue

The posting of this web site on the World Wide Web by ASL Analytical, Inc. is a passive activity. By itself, access to this web site by persons in any country or jurisdiction does not imply that ASL Analytical, Inc., or any of its subsidiaries or affiliates, intends to purposefully avail itself of the privilege of conducting activities within such jurisdiction; nor does it imply that ASL Analytical, Inc., invokes the benefits and protections of the laws of such country or jurisdiction.

The web site was developed in the United States of America in the State of Iowa. These Terms of Use your use of this web site will be governed by and construed in accordance with the laws of the State of Iowa, United States of America, applicable to agreements made and to be entirely performed within the State of Iowa, without regard to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms of Use shall be filed only in the state and federal courts located in Iowa. By your use of this web site, you irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of your use of this site, any purchase from the web site, or these Terms of Use.

Notwithstanding the foregoing, this web site may be viewed in other states and countries and may contain references to products or services not available in all states or countries. References to a particular product or service does not imply that ASL Analytical, Inc. intends to make such products or services available in such states or countries.