

# **Request for Access to ESB Lab Reports via the Internet Utilizing Promium® Datasystem Software**

## **Terms of Use**

The Following Terms and Conditions govern your use of the Promium® Data System Software provided by E. S. BABCOCK & SONS, INC. (ESB) who manage, administer, and perform related services to the system ("SERVICE PROVIDERS"). Your use of this system will constitute your agreement, on behalf of yourself and the entity you represent (Hereinafter collectively called "YOU" or "YOUR") to all of the Terms and Conditions provided below. ESB may make changes or modifications to such Terms and Conditions at any time without notice and your subsequent viewing or use of the system will constitute your agreement to the changes and modifications. There may be additional Terms and Conditions provided throughout the system governing your use of particular functions, features, information and applications available through the system.

## **System Registration**

Upon registration, you will receive a Login ID (your email address) and Password (as designated by you). You are responsible for maintaining the confidentiality of the Password and Login ID, and you are responsible for all activities that occur under Your Password and Login ID. You agree to immediately notify ESB of any unauthorized use of Your Login ID and Password. In addition you must ensure that you exit from your session at the end of each visit.

## **System Usage**

The System is provided solely for the use of current ESB clients and may not be used by any other person or entity, or for any other purpose. You agree not to alter any information on the System or any information that may be copied or downloaded from the System. Access to the System may only be done on the computer who's IP Address you have provided to ESB.

## **Changes to the System**

The system and its content may be changed, deleted or updated without notice by ESB and its Service Providers.

## **Termination of Usage**

ESB and its Service Providers may discontinue, suspend or modify the System at any time without notice. ESB and its Service Providers may block, terminate or suspend Your (and any user's) access to the System at any time, for any reason, at its sole discretion.

## **Ownership**

The System and its contents are protected by United States and International copyright, trademark and other laws. All rights are reserved. Specifically, no ownership rights in the System or in any content appearing on or made available through the System are conveyed to You or any other person or entity.

## **Limitation of Liability**

Use of the System and its content is at your own risk. ESB and its Service Providers will not be liable to you (or any person or entity claiming through you) for any direct, indirect, consequential, incidental or other damages under any theory of law for any errors in the use of or inability to use the system and its content including without limitation, damages for lost profits, business, data, confidentiality or damage to any computer systems, even if you have advised ESB or its service providers of the possibility of such damage. It is specifically understood that posting information on the internet always creates a risk that it will be viewed/obtained and possibly altered by unauthorized parties and that this too is at your sole risk and the limitation of liability provisions of this section apply in such an event.

## **Indemnity**

You hereby release, and agree to indemnify and hold harmless ESB, its Service Providers, employees, and agents, from any and all claims, demands, causes of actions, liabilities, damages, costs, and expenses, including attorneys' fees, arising out of Your use or viewing of the System, its content, and the posting of information thereon.

## **Controlling Law and Severability**

This Agreement and Your use of the System are governed by laws of the United States and the State of California, excluding its conflict of laws provisions. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible. Any cause of action with respect to the System or this Agreement must be instituted within one year after the claim or cause of action has arisen or been barred and must be brought in a court of competent jurisdiction within Riverside County, California. This Agreement may not be changed or modified without the written consent of ESB.

**ACKNOWLEDGEMENT OF TERMS OF USE**

*In order to complete the registration process for utilizing ESB web access, please complete the information requested on the attached page. Once this information has been processed you will receive a confirmation email and you may begin using the system. Please allow two days for activation.*

**Name:**

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**Organization or Company:**

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**Email Address:**

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**Password (must be at least 4 characters):**

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**Signature**

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**Title**

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**Company**

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**Date**

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**Thank you for your interest in utilizing our web data access service. If you should have any questions, please don't hesitate to contact us.**

**Cathy Iijima | Director of Client Services  
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