

Terms of Use

Scope

Nuvello provides use of the Site and its related Service to User and Account Holder subject to the terms and conditions (“Terms and Conditions”) herein.

Nuvello reserves the right to alter the Terms and Conditions at any time.

Nuvello, at its sole discretion, may alter, change, or remove the Site and/or its related Service at anytime.

By using the Site or Service, User agrees to be bound by the Terms and Conditions listed herein. If you have any questions concerning these Terms and Conditions, please contact legal@nuvello.com

Definitions

- Account: Additional permissions allowing the Account Holder additional Site features, functions, and services.
- Account Holder: Anyone with an active Account. An Account Holder is also a User.
- Service: All services and applications provided by Nuvello to Account Holder through the use of Account Holder’s Account and the Site.
- Site: File or group of files accessible through the internet and made available by Nuvello at the domain www.nuvello.com, including all files in domain subfolders made available by Nuvello to the User or Account Holder.
- User: Anyone visiting or using the Site or any software application associated with the site.

Account

- User must complete registration with Nuvello to apply for an Account. Upon fully completing the registration, and approval by Nuvello, User may become an Account Holder.
- Only one Account Holder is allowed per Account. Account Holder shall not share its user ID with any other person.
- Account Holder is solely responsible for the safekeeping of its user ID and password. Any activity resulting from the use of Account Holder’s Account is the sole responsibility of the Account Holder.

- Nuvello reserves the right, in its sole discretion, to cancel Account Holder’s Account at any time and for any reason.
- Account Holder may cancel its account by sending an email, requesting cancellation, to support@nuvello.com.

Prohibited Use

- User will not use Site or Service to harass, threaten, or defame any person or entity. User will not contact any person who has requested not to be contacted.
- User will not collect or disclose any personal address, social security number, or other identifiable information without each information holder’s written permission.
- User will not infringe upon the copyrights, marks, trade secrets, or other intellectual property rights of any person or entity.
- User will not deliver, post, or disseminate any content of the Site in any means whatsoever, including but not limited to hyperlinks or framing, without the written permission of Nuvello.
- User will not use bots or other automated processes to access the Site without the written permission of Nuvello.
- User will not use Site or Service to attempt to penetrate or disable any security system. User will not by any means intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website.
- User will not access, or attempt to access, or otherwise interfere with the Accounts of other Account Holders of the Service or restrict or interfere with another’s use of the Site or Service.
- User will not send bulk unsolicited e-mails (“Spam”) or sell or market any product or service advertised by or connected with Spam. User will not facilitate or cooperate in the dissemination of Spam in any way. User will not violate the CAN-Spam Act of 2003.
- User will not issue fraudulent offers to sell or buy products, services, or investments. User will not mislead anyone about the details or nature of a commercial transaction. User will not commit fraud in any other way.
- User will not violate any law, rule, or regulation issued by a government, regulating bureau, or agency.

Privacy

See the Privacy Statement explaining how Nuvello will collect and use your personal information.

Indemnification and Hold Harmless

User holds Nuvello harmless for any damage or liability of any kind whatsoever incurred by reason of use of the Site and/or Service. Furthermore, User will indemnify and save harmless Nuvello from all liability whatsoever, on account of any such real or claimed damage or injury and from all liens, claims and demands arising out of User's use of the Site and/or the Service.

No Warranty

THE SITE AND SERVICE ARE PROVIDED AS-IS. NUVELLO MAKES NO REPRESENTATION OF ANY KIND RELATING TO THE SITE OR SERVICE. NUVELLO HEREBY DISCLAIMS ANY WARRANTIES, IMPLIED OR EXPRESS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USER AGREES TO USE THE SITE AND SERVICES AT ITS OWN RISK.

Miscellaneous

- **Applicable Law:** The existence, validity, construction and operation of the Terms and Conditions, and all of the covenants, agreements, representations, warranties, terms, and conditions, shall be determined in accordance with the laws of the State of Utah, U.S.A.
- **Integration:** The terms and conditions herein represent all representations made by Nuvello and relied upon by User. Titles and headings to sections herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement
- **Severability:** Should any provision of the Terms and Conditions be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected thereby, and such illegal or invalid part, term, or provision shall be deemed not to be applicable.
- **Non-Waiver:** The failure by any party to require performance of any term or condition shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default.