# NOVAanalytics User Agreement

NOVAanalytics is intended for use with NOVAtimeAnywhere.com and allows users to export their data from that site to the NOVAanalytics application for further processing and visualization. The following describes the terms and conditions under which NOVAtime Technology, Inc. and its authorized business partners (“NOVATIME“) offer you, the User, access to our hosted online time and attendance / workforce management services, NOVAtimeAnywhere.com (the “Site”). By accessing and/or using the Site, you indicate your acceptance of these terms and conditions.

**Regulations**

Access to and use of this Site are subject to the License Agreement and all applicable international, federal, state and local laws and regulations. User agrees not to use the Site in any way which violates such laws or regulations. In addition, use of the Site is for lawful purposes only. User agrees not to use the Site in any way which violates applicable international, federal, state and local laws and regulations. Illegal usage includes, but is not limited to, unsolicited communications (spam), contents of a harassing nature, and destructive mechanisms such as virus, worms, or spyware.

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**Content Disclaimer**

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**No Unlawful or Prohibited Use**

As a condition of your use of the Site, you will not use the Site for any purpose that is unlawful or prohibited. Specifically, you agree that you will not:

* breach or try to breach the security of the Site;
* take any action that could impair, damage, disable, impose or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure and systems;
* copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for Your Information) from this Site without our prior expressed written permission and the appropriate third party, as applicable;
* Interfere or attempt to interfere with the proper working of this Site or any activities conducted on this Site; this includes, but not limited to, probing, scanning, or testing any devices and infrastructure of the Site.
* Try to access any area or data that you are not authorized to access.
* Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site.

If any of the above activities is suspected, your access may be suspended, with notice after the fact, pending an investigation, and may lead to criminal prosecution. You agree to notify NOVATIME immediately if you become aware of any of the above activities.

**Account, Password, and Security**

For using our online services under this Site, you will be required to create an account. Please contact any of our authorized NOVAtime resellers or sales@novatime.net to locate an authorized reseller to assist you in setting up an account.

When you setup an account, you will be required to select a User ID and password. You may provide your personal information and your employees’ personal information, but this is not required. For security purposes, we do not encourage you to use social security numbers when setting up your account and your employees’ accounts. You are responsible for maintaining the confidentiality of your account information and password and you are responsible for any harm resulting from your disclosure or allowing the disclosure of your account information and/or password or from use by any person of your account information or password to gain access to your account. In other words, you are entirely responsible for any and all activities that occur under your account. Furthermore, you agree to notify NOVATIME immediately of any unauthorized use of your account or any other breach of security. NOVATIME will not be liable for any loss that you may incur as a result of someone else using your account, your personal information in your account, or password, either with or without your knowledge. However, you could be held liable for losses incurred by NOVATIME or another party due to someone else using your account, your personal information in the account, or password. You may not use anyone else's account at any time, without the permission of the account holder.

You should choose your password combination very carefully. For instance and by way of illustration only, try not to create a password combination that is too obvious or easy for others to guess, such as your birthday or social security number. At no time should you respond to an online request for a password. NOVATIME will never ask for your password offline or online, except when you are be required to enter your password as part of the log-on process, or when you are requesting NOVATIME to perform certain services that require your password authentication, in which case you will only send your password to designated company e-mail addresses or the company website.

For NOVATIME software, once a reseller has helped you to create an account with your new User ID and password, you may change your password at any time.

**Privacy**

We strive to protect the privacy of users of our Site. See the Privacy Statement for details.

**Security**

We strive to secure all the components of our Site, from the physical facility, to the individual systems and devices, and the communication links in between. However, as you probably know, data transmission over the Internet cannot be guaranteed to be 100% secure. Therefore, NOVATIME is not responsible for any interception or interruption of any communications through the Internet or for changes to or losses of data.

Furthermore, the user is responsible for maintaining the security of any password, user ID, or other form of authentication involved in obtaining access to the Site.

**Governing Law and Jurisdiction**

This Site is controlled by NOVATIME from its offices in Diamond Bar, California, USA. California law, and the applicable laws of the U.S., govern all matters regarding these terms and conditions in accessing, or using, the Site. Users agree that any legal action relating to the Site and the subject matter contained herein will be instituted in the state of California or the federal court sitting in California, which court will have sole and exclusive jurisdiction over the parties.

**Notification of Changes**

NOVATIME reserves the right to amend, update, modify or correct this Agreement from time to time and at any time in its sole discretion. If a change is made, we will communicate the change by posting it on this website so our users are always aware of the current agreement. Amendments or changes to the Agreement will be effective immediately after the amended Agreement is posted. You agree to check this Agreement periodically so you will be familiar with their content as amended or modified from time to time. The User Agreement described herein replaces all previous agreements.

BY ACCESSING AND/OR USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT ALL THE ABOVE TERMS AND CONDITIONS AND AGREED TO BE BOUND BY THEM.

This Legal Agreement was last amended on March 5, 2007**.**