NYMO GROUP LTD

Terms and Conditions: Nymo Assure (AI Telecare Analytics)

1. INTRODUCTION

These Terms and Conditions ("Agreement") govern the use of the Nymo Assure (AI Telecare Analytics) platform ("Service") provided by Nymo Group Ltd ("Provider," "we," "us," or "our"). By accessing or using the Service, the user ("Customer," "you," or "your") agrees to comply with and be bound by these terms. If you do not agree to these terms, you must not use the Service.

2. SERVICE DESCRIPTION

Nymo Assure is a cloud-based AI telecare analytics platform that provides real-time monitoring, predictive analytics, and automated alerts to support telecare services. The Service integrates with telecare devices, wearables, and healthcare systems to continuously monitor patient health and provide actionable insights for caregivers and healthcare providers.

3. LICENSE GRANT

We grant you a non-exclusive, non-transferable, revocable license to access and use the Service in accordance with this Agreement, subject to the agreed subscription terms.

4. USER RESPONSIBILITIES

As a customer, you are responsible for:

- Maintaining the security and confidentiality of your account credentials.
- Using the Service in compliance with all applicable laws, including data protection and privacy regulations.
- Ensuring that your use of the Service does not violate the rights of any third party.

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5. SUBSCRIPTION AND PAYMENT

- Pricing: The Service is provided based on a subscription model. Fees are outlined in the pricing schedule provided at the time of purchase.
- Payment: All payments are due annually in advance unless otherwise specified.
- Late Payment: Failure to make timely payments may result in the suspension or termination of your account.

6. SERVICE AVAILABILITY

We guarantee 99.9% uptime excluding scheduled maintenance. If we fail to meet this, service credits will be applied according to the SLA (Service Level Agreement).

7. DATA PROTECTION AND PRIVACY

- Data Handling: We comply with GDPR and other relevant data protection laws to ensure the confidentiality, integrity, and security of your data.
- Data Export: At the end of the contract, you can request your data in CSV or XLS format. We will provide data export within 30 days of the contract's termination.
- Data Deletion: After 30 days, data will be permanently deleted unless otherwise agreed.

8. SERVICE SUPPORT

- Support is available through our ticketing system and email during business hours (9 AM – 5 PM). We offer several support plans, which may include additional technical support or dedicated account managers. Support outside of business hours is available as part of our Premium Support Plan.

9. RESTRICTIONS ON USE

- You may not:
- Copy, modify, or create derivative works of the Service.
- Use the Service for unlawful purposes or in a manner that violates the rights of others.
- Distribute or resell the Service without written consent from us.

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10. TERMINATION

We may suspend or terminate your access to the Service in the event of non-compliance with these Terms. You may terminate your subscription by providing 30 days' written notice. Termination does not affect any accrued obligations or fees.

11. LIMITATION OF LIABILITY

To the maximum extent permitted by law, we are not liable for any indirect, incidental, or consequential damages resulting from the use or inability to use the Service. Our liability is limited to the total amount paid by you for the Service in the preceding 12 months.

12. INDEMNIFICATION

You agree to indemnify and hold us harmless from any claims, damages, or expenses arising from your use of the Service, including violations of these Terms or applicable laws.

13. CONFIDENTIALITY

Both parties agree to keep confidential all information received in connection with the Service, except as required by law or as necessary to perform the terms of this Agreement.

14. FORCE MAJEURE

Neither party will be held liable for failure to perform due to events beyond their control, including but not limited to natural disasters, pandemics, government regulations, or internet disruptions.

15. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of [insert jurisdiction], without regard to its conflict of law principles.

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16. DISPUTE RESOLUTION

In the event of a dispute, the parties will attempt to resolve the issue through negotiation. If resolution is not achieved, the dispute will be settled through binding arbitration under the rules of the [arbitration institution

17. CHANGES TO TERMS

We may update these Terms periodically. Any changes will be communicated via email or through the Service. Continued use of the Service constitutes acceptance of the updated Terms

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