NYMO GROUP LTD

Terms and Conditions: Nymo People Planner (Care Rostering)

1. AGREEMENT OVERVIEW

1.1. These Terms and Conditions (the "Agreement") govern the use of Nymo People Planner (Care Rostering) services (the "Service") provided by NYMO Group Ltd ("We", "Our", "Us"). By using the Service, you ("You", "Your", "Client") agree to be bound by these terms, as amended from time to time.

2. SERVICE DESCRIPTION

2.1. Nymo People Planner provides a cloud-based rostering system designed to help care facilities manage their workforce schedules effectively. It includes functionalities like automated rostering, time tracking, shift management, and compliance monitoring, aimed at improving operational efficiency.

2.2. We will provide support and updates to the Service as part of the agreed subscription plan, which may include technical assistance, training resources, and service upgrades.

3. USER RESPONSIBILITIES

3.1. You agree to use the Service only for lawful purposes, and not to engage in activities that could damage or impair the Service.

3.2. You are responsible for ensuring the accuracy of the data entered into the system and for maintaining the confidentiality of your login credentials.

3.3. You agree to comply with all applicable data protection laws and to handle sensitive information with the utmost care.

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4. FEES AND PAYMENT

4.1. The fees for the Service are specified in the relevant Statement of Work. You agree to pay the fees promptly and in full as per the agreed payment schedule.

4.2. If the Service is not paid for within 30 days of the due date, we reserve the right to suspend your access until payment is received.

5. DATA PROTECTION

5.1. We take the protection of your data seriously and adhere to data protection regulations (such as GDPR). Personal data entered into the Service will be processed as per the Data Processing Addendum attached to this Agreement.

5.2. We will ensure that data is encrypted during transfer and while stored, in line with industry best practices.

6. SERVICE AVAILABILITY

6.1. We guarantee 99.7% service uptime, excluding scheduled maintenance periods. Should this availability not be met, we will provide service credits based on the downtime experienced as per our Service Level Agreement.

6.2. Service interruptions due to factors outside our control (e.g., internet outages, third-party issues) are excluded from the guarantee

7. INTELLECTUAL PROPERTY

7.1. All intellectual property rights in the Service, including but not limited to software, logos, trademarks, and design, remain the property of NYMO Group Ltd.

7.2. You are granted a non-transferable, non-exclusive license to use the Service for the duration of your subscription.

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8. TERMINATION

8.1. Either party may terminate this Agreement with written notice in the event of a material breach that is not rectified within 30 days.

8.2. Upon termination, you will no longer have access to the Service, and any outstanding fees will remain due.

9. LIABILITY

9.1. We are not liable for indirect, special, incidental, or consequential damages resulting from the use or inability to use the Service.

9.2. Our total liability for any claims arising under this Agreement shall not exceed the total fees paid by you for the Service in the preceding 12 months.

10. AMENDMENTS

10.1. We reserve the right to update these Terms and Conditions from time to time. Any changes will be communicated to you, and continued use of the Service after changes are made will constitute your acceptance of the new terms.

11. DISPUTE RESOLUTION

11.1. Any disputes arising under this Agreement will first be addressed through good faith negotiations. If unresolved, the dispute will be submitted to mediation or, if necessary, litigation, as per the jurisdiction specified in the Statement of Work.

12. GOVERNING LAW

12.1. This Agreement shall be governed by the laws of [Your Country], and any disputes shall be subject to the exclusive jurisdiction of the courts in [Your Country].

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