NYMO GROUP LTD

Nymo Learning (Corporate LMS)

1. DEFINITIONS

These Terms and Conditions govern the provision of the Nymo Learning (Corporate LMS) service ("the Service") by Nymo Group Ltd ("the Supplier") to the buying organisation ("the Customer") under the G-Cloud Framework. By using the Service, the Customer agrees to these Terms and Conditions.

2. SERVICE PROVISION

The Supplier shall provide the Service as a cloud-based Software as a Service (SaaS) solution in accordance with the service description published on the Digital Marketplace. The Service is provided on a shared, multi-tenant infrastructure with logical separation of customer data.

3. CONTRACT TERM

The contract term shall be as agreed between the Supplier and the Customer in the Order Form. The Service may be terminated in accordance with the agreed notice period.

4. SERVICE AVAILABILITY

The Supplier targets a monthly service availability of 99.5%, excluding planned maintenance. Planned maintenance will be communicated in advance wherever possible. Availability targets are subject to exclusions detailed in the service definition.

5. SUPPORT SERVICES

Standard support is included during UK business hours (Monday to Friday, 9am–5pm). Enhanced or Premium support services may be provided at additional cost, as agreed in writing.

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6. DATA PROTECTION

Both parties shall comply with applicable data protection legislation, including the UK GDPR. The Supplier acts as a data processor and processes personal data only on documented instructions from the Customer. Appropriate technical and organisational measures are in place to protect personal data.

7. INFORMATION SECURITY

The Supplier maintains information security policies covering access control, incident management, monitoring, and risk management. Access to the Service is restricted to authorised users using role-based permissions.

8. CUSTOMER RESPONSIBILITIES

The Customer is responsible for:

- Maintaining the confidentiality of user credentials
- Ensuring appropriate use of the Service
- Providing accurate and lawful data

9. DATA OWNERSHIP AND EXIT

All customer data remains the property of the Customer. At contract end, customers may export their data using built-in tools or the API during the notice period. Data will be securely deleted following termination in accordance with retention policies.

10. CHANGES TO THE SERVICE

The Supplier may update the Service to maintain security, compliance, or functionality. Material changes will not reduce core functionality during the contract term.

11. LIABILITY

Each party's liability shall be limited in accordance with the G-Cloud Framework Agreement. Nothing in these Terms limits liability for death, personal injury, fraud, or other liabilities that cannot be excluded by law.

12. GOVERNING LAW

These Terms and Conditions are governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

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