NYMO GROUP LTD

Terms and Conditions for Nymo Cloud PC

1. INTRODUCTION

These Terms and Conditions ("Agreement") govern the use of the Nymo Cloud PC service ("Service") provided by Nymo Group Ltd ("Provider", "we", "us"). By accessing and using the Service, you ("Customer", "you") agree to comply with these terms.

2. DEFINITIONS

- Service: The cloud desktop infrastructure service provided by Nymo Group Ltd.
- User: Any individual who accesses or uses the Service.
- Account: The registered account for the Customer to access the Service.

3. SERVICE ACCESS

- Eligibility: The Service is available only to users who have completed the registration process and accepted this Agreement.
- Account Security: Customers are responsible for maintaining the confidentiality of their login credentials and any activity that occurs under their account.

4. SERVICE AVAILABILITY

- Service Level Agreement (SLA): The Service will be available 99.9% of the time, excluding scheduled maintenance. Nymo Group Ltd will provide prior notice for any planned downtime.
- Maintenance: We may perform maintenance, which could affect the availability of the Service. We will notify Customers in advance of any maintenance scheduled.

5. CUSTOMER RESPONSIBILITIES

- Use of Service: The Customer agrees to use the Service in accordance with applicable laws and regulations.
- Data Security: The Customer is responsible for ensuring the security and integrity of the data stored in the Service

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6. FEES AND PAYMENT

- Pricing: The Service fees are as outlined in the service description and may vary based on usage and selected service plans.
- Billing Cycle: Fees are billed on a monthly/annual basis, with payment due in advance.

7. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of sensitive information, including data and business operations, and to take necessary precautions to protect such information from unauthorized access.

8. DATA PROTECTION

GDPR Compliance: Both parties agree to comply with GDPR and applicable data protection laws. Nymo Group Ltd will ensure that all data is stored and processed in compliance with these regulations.

9. TERMINATION

- Termination by Customer: The Customer may terminate this Agreement at any time by providing written notice. Termination will be effective at the end of the billing cycle.
- Termination by Provider: Nymo Group Ltd may terminate this Agreement if the Customer violates the terms outlined in this Agreement or for non-payment.

10. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Nymo Group Ltd's liability for any claims arising out of or in connection with this Agreement is limited to the amount paid by the Customer for the Service during the preceding 12-month period.

11. INDEMNIFICATION

The Customer agrees to indemnify and hold Nymo Group Ltd harmless from any claims, damages, or losses arising out of the Customer's use of the Service.

12. FORCE MAJEURE

Nymo Group Ltd will not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to natural disasters, power outages, or government actions.

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13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and any disputes will be subject to the exclusive jurisdiction of the courts in England and Wales.

14. AMENDMENTS

Nymo Group Ltd reserves the right to amend these Terms and Conditions at any time. Customers will be notified of any changes, and continued use of the Service constitutes acceptance of the amended terms.

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