NYMO GROUP LTD

Nymo Tec Oysta – Terms And Conditions

1. INTRODUCTION

These Terms and Conditions ("Terms") govern the provision and use of the Nymo TEC Oysta cloud-based telecare service (the "Service") provided by NYMO Group Ltd ("Supplier", "we", "us", "our"). By purchasing, accessing, or using the Service, the customer ("Customer") agrees to be bound by these Terms.

2. SCOPE OF SERVICE

Nymo TEC Oysta is a cloud-hosted telecare solution providing remote monitoring, emergency alerts, location tracking, and device management for individuals requiring assisted or independent living support. The Service includes access to the software platform and associated support services. Physical telecare devices, where supplied, are governed by separate commercial terms.

3. SERVICE ACCESS AND USE

The Service is provided on a subscription basis for the duration of the contract. Customers are responsible for ensuring that only authorised users access the Service. Users must comply with all applicable laws and must not misuse the Service or attempt to compromise system security or availability.

4. CUSTOMER RESPONSIBILITIES

The Customer is responsible for:

- Providing accurate and lawful data
- Ensuring appropriate consent is obtained from service users
- Maintaining compatible devices and internet connectivity
- Using the Service in compliance with data protection legislation, including UK GDPR

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5. DATA PROTECTION AND SECURITY

We process personal data in accordance with UK GDPR and applicable data protection laws. All data is encrypted in transit and at rest. Detailed data protection obligations are set out in our Data Processing Agreement, available on request.

6. SERVICE AVAILABILITY

We aim to provide the Service with an availability of 99.9% per calendar month, excluding scheduled maintenance. Planned maintenance will be notified in advance where possible. Service credits may apply if availability targets are not met, as defined in the Service Level Agreement (SLA).

7. SUPPORT AND MAINTENANCE

Support is provided via email and online ticketing during business hours as standard. Enhanced or 24/7 support services may be purchased at additional cost. Updates and security patches are deployed regularly as part of the Service.

8. INTELLECTUAL PROPERTY

All intellectual property rights in the Service, software, documentation, and related materials remain the property of NYMO Group Ltd or its licensors. Customers are granted a non-exclusive, non-transferable right to use the Service during the contract term.

9. TERM AND TERMINATION

The contract term is as agreed at the point of purchase. Either party may terminate the contract for material breach with reasonable notice. Upon termination, access to the Service will cease and data will be handled in accordance with Section 10.

10. END-OF-CONTRACT DATA HANDLING

At contract end, Customers may export their data in standard formats. Following a defined retention period, all Customer data will be securely deleted unless otherwise required by law.

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11. LIMITATION OF LIABILITY

Our liability is limited to the value of the contract for the preceding 12 months, except where liability cannot be limited by law. We are not liable for indirect or consequential losses.

12. CONFIDENTIALITY

Both parties agree to keep confidential all non-public information disclosed during the provision of the Service, except where disclosure is required by law.

13. GOVERNING LAW

These Terms are governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

14. CHANGES TO TERMS

We may update these Terms from time to time. Customers will be notified of any material changes in advance.

NYMO Group Ltd
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