NYMO GROUP LTD

Terms and Conditions: NYMO SocialCare

1. DEFINITIONS

1.1. 'System' refers to the NYMO Social Care platform, including all associated software, hardware, and services provided by NYMO Group Ltd.
1.2. 'User' refers to any social care provider, administrator, or contractor granted access to the System under these Terms.
1.3. 'Agreement' refers to the contract between the Customer and NYMO Group Ltd governing the use of the System.
1.4. 'Customer' refers to the organization or individual purchasing or licensing the System.
1.5. 'Data' refers to the information entered by Users into the System, including client details, care plans, medication logs, and case management data.

2. RESPONSIBILITIES OF BOTH PARTIES:

2.1. Responsibilities of Nymo Group Ltd:

NYMO Group Ltd will provide access to the System as outlined in the Agreement, ensuring 24/7 availability (subject to maintenance and unforeseen outages). NYMO will also provide support and updates for the System as part of the service plan.

2.2. Responsibilities of the Customer:

The Customer agrees to grant access to the System only to authorized Users and ensure the confidentiality of login credentials. The Customer is responsible for the accuracy and completeness of the data provided.

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3. SERVICE LEVEL AGREEMENTS (SLA)

3.1. Uptime Guarantee

NYMO Group Ltd guarantees 99.9% availability of the System, excluding scheduled maintenance and outages beyond NYMO's control.

3.2. Response Time

NYMO Group Ltd guarantees a response time of no more than 4 hours for all support requests during business hours (9:00 AM - 5:00 PM, Monday to Friday).

3.3. Maintenance and Updates

Scheduled maintenance or system updates will be communicated at least 48 hours in advance. Emergency maintenance may occur without prior notice for system integrity.

4. DATA PROTECTION AND SECURITY MEASURES

4.1. Data Encryption

All Data provided by the Customer is encrypted during transmission and while at rest within the system's storage.

4.2. Data Backup

NYMO Group Ltd will maintain daily backups to prevent data loss in the event of system failure. Data will be retained for 3 years unless the Customer requests otherwise.

4.3. Security Audits

NYMO conducts regular security audits to identify and address system vulnerabilities. Results of these audits are shared with the Customer upon request.

4.4. GDPR Compliance

NYMO Group Ltd complies with GDPR and other relevant data protection regulations.

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5. INDEMNITY AND LIABILITY

5.1. Indemnity

The Customer agrees to indemnify NYMO Group Ltd from any claims, damages, losses, or expenses arising from the Customer's use of the System, including violations of these Terms or third-party rights.

5.2. Limitation of Liability

NYMO Group Ltd's liability is limited to the total amount paid by the Customer in the preceding 12 months. NYMO is not liable for indirect or consequential damages.

6. TERMS OF USE

6.1. Acceptance of Terms

By using the System, the Customer acknowledges reading, understanding, and agreeing to these Terms.

6.2. Modification of Terms

NYMO Group Ltd reserves the right to modify these Terms. Modifications will be communicated to the Customer, and continued use of the System after such modifications will be considered acceptance of the new Terms.

7. TERMINATION AND SUSPENSION

7.1. Termination by Either Party:

Either party may terminate this Agreement with 90 days' written notice. Immediate termination may occur in the case of a material breach.

7.2. Suspension of Service

NYMO Group Ltd may suspend access to the System for non-payment or breach of these Terms. Services will resume once the issue is resolved.

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