NYMO GROUP LTD

Nymo Asset Management

1. INTRODUCTION

These Terms and Conditions (“Terms”) govern your use of Nymo EPOS, a cloud-based point-of-sale solution provided by Nymo Group Ltd (“we”, “our”, “us”). By accessing or using the service, you agree to comply with these Terms. If you do not agree with these Terms, you must refrain from using Nymo EPOS. These Terms apply to all users accessing or using the service, whether as customers, employees, or administrators.

2. SERVICE OVERVIEW

Nymo EPOS is an innovative, cloud-based point-of-sale system designed to manage business operations, including sales transactions, inventory tracking, and customer data management. The service provides users with access to features such as:

- Real-time reporting on sales and inventory
- Customer relationship management (CRM) tools
- Multi-location support for businesses with several branches
- Integration with third-party platforms such as accounting and CRM tools

The system is accessible via a secure online portal or mobile app, and it can be integrated with compatible devices such as cash registers, barcode scanners, and receipt printers.

3. USER RESPONSIBILITIES

- As a user of Nymo EPOS, you agree to:
- Account Setup: Provide accurate, complete, and up-to-date information during the setup process. You are responsible for maintaining the confidentiality of your account credentials.
- User Access: You are responsible for managing user access to your Nymo EPOS account. This includes assigning appropriate roles and permissions to users and ensuring that only authorized personnel can access sensitive information.
- Compliance: You agree to use Nymo EPOS in accordance with applicable laws, including data protection regulations such as GDPR (General Data Protection Regulation). You are responsible for obtaining any necessary permissions for the use of customer data within the service.
- Prohibited Use: You agree not to use Nymo EPOS for any illegal or unauthorized activities, including but not limited to fraud, abuse, and violations of intellectual property rights.

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4. PAYMENT TERMS

- Subscription Fees: Nymo EPOS offers subscription-based pricing. The cost of the subscription will be determined based on the number of users, locations, and any additional features required. Subscription fees are billed either monthly or annually, as agreed in your contract.
- Late Payments: Late payments may incur additional charges. If the payment is overdue by more than 30 days, we reserve the right to suspend access to Nymo EPOS until the outstanding balance is settled.
- Refunds: Refunds for unused subscription periods may be available under specific circumstances. Please contact our customer support team to discuss any potential refunds.

5. DATA SECURITY

We are committed to ensuring the security and privacy of your data. Our data protection measures include:

- Data Encryption: All data transmitted through Nymo EPOS is encrypted using SSL/TLS protocols. Your data is also stored in encrypted databases to protect against unauthorized access.
- Access Control: We implement role-based access control (RBAC) to limit access to sensitive data and system features based on user roles.
- Backups: Regular backups are performed to ensure that your data is recoverable in the event of a system failure.
- Compliance: Nymo EPOS complies with relevant data protection regulations, including GDPR, and ensures that all personal and financial data is handled in accordance with industry standards.

You agree to implement adequate security measures to protect your own access credentials, and you acknowledge that Nymo Group Ltd is not responsible for any loss or damage arising from unauthorized access to your account.

6. SERVICE AVAILABILITY

- Uptime Guarantee: We aim to provide 99.9% uptime for the Nymo EPOS service. This includes monitoring and managing the system to ensure continuous service, excluding planned maintenance.
- Scheduled Maintenance: Periodic maintenance will be conducted to improve system performance and implement updates. Users will be notified in advance of any scheduled downtime.
- Incident Reporting: In case of unplanned outages, users will be notified through our status page, email alerts, or other communication channels. We will provide updates on the progress of incident resolution.

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7. TERMINATION

- User-Initiated Termination: You may terminate your account at any time by notifying our customer support team. Upon termination, all access to Nymo EPOS will be revoked, and any outstanding fees must be paid.
- Service-Initiated Termination: Nymo Group Ltd reserves the right to terminate or suspend your access to Nymo EPOS for violations of these Terms, non-payment of fees, or other breaches of the service agreement.
- Data Retention and Deletion: Upon termination, you will be given the opportunity to export your data. After 30 days from account termination, we will permanently delete all data stored within Nymo EPOS, unless otherwise required by law.

8. LIABILITY

- Limitation of Liability: To the fullest extent permitted by law, Nymo Group Ltd is not liable for any indirect, incidental, special, or consequential damages arising from the use of Nymo EPOS, including lost profits, lost data, or business interruption.
- Maximum Liability: Our total liability for any claims arising from your use of Nymo EPOS will be limited to the amount paid for the service in the 12 months preceding the event giving rise to the claim.

9. AMENDMENTS

Nymo Group Ltd reserves the right to update or amend these Terms at any time. When changes are made, users will be notified via email or through the Nymo EPOS dashboard. Continued use of the service after changes are made constitutes acceptance of the updated Terms.

10. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

11. CONTACT INFORMATION

For any questions or concerns regarding these Terms, please contact us at:
Nymo Group Ltd
Email: tenders@nymogroup.co.uk
Phone: 0121 270 7700
Website: https://www.nymogroup.co.uk

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