NYMO GROUP LTD

Nymo Employee Attendance & Timesheet System - Terms and Conditions

This document outlines the Terms and Conditions ('Terms') for the use of the Nymo Employee Attendance & Timesheet System, provided by Nymo Group Ltd. These terms govern the use of the system, and by using or accessing the system, you agree to comply with these terms. The system is designed to assist organizations in managing employee attendance, timesheet submissions, and related processes efficiently. It ensures accurate records and provides comprehensive reporting features to aid organizational workflow.

1. DEFINITIONS

For the purposes of these Terms and Conditions, the following definitions shall apply:

1.1. 'System' refers to the Nymo Employee Attendance & Timesheet System, including all associated software, hardware, and services provided by Nymo Group Ltd.

1.2. 'User' refers to any employee, administrator, or contractor who has been granted access to the System under the terms of this Agreement.

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 company, organization, or individual purchasing or licensing the System.

1.5. 'Data' refers to the information inputted by the Customer and/or Users into the System, including but not limited to employee attendance records, timesheets, holiday requests, and sickness/absence data.

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2. RESPONSIBILITIES OF BOTH PARTIES

2.1. Responsibilities of Nymo Group Ltd:

Nymo Group Ltd shall provide access to the System as outlined in the Agreement. Nymo will ensure the availability of the System 24/7, subject to scheduled maintenance and unforeseen outages. Nymo will also provide support and updates for the System as part of the agreed service plan.

2.2. Responsibilities of the Customer:

The Customer agrees to ensure that only authorized Users are provided access to the System and to maintain the confidentiality of any login credentials. The Customer is responsible for ensuring that the Data provided is accurate and up-to-date.

3. SERVICE LEVEL AGREEMENTS (SLA)

3.1. Uptime Guarantee: Nymo Group Ltd will ensure that the System is operational and available 99.5% of the time, 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 through Friday).

3.3. Maintenance and Updates: Nymo will notify the Customer of any scheduled maintenance or system updates at least 48 hours in advance. Emergency maintenance may be carried out without prior notice if required to protect the integrity of the system.

4. DATA PROTECTION AND SECURITY MEASURES

4.1. Data Encryption: Nymo Group Ltd will ensure that all Data provided by the Customer is encrypted during transmission and while at rest within the system's storage.

4.2. Data Backup: Nymo will maintain daily backups of all Customer Data to prevent loss in the event of system failure. Data will be retained for a period of 3 years unless otherwise requested by the Customer.

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4.3. Security Audits: Nymo will conduct regular security audits to identify and rectify vulnerabilities in the system. The results of these audits will be shared with the Customer upon request.

4.4. GDPR Compliance: Nymo Group Ltd complies with all relevant data protection regulations, including the General Data Protection Regulation (GDPR).

5. INDEMNITY AND LIABILITY

5.1. Indemnity: The Customer agrees to indemnify and hold Nymo Group Ltd harmless from any claims, damages, losses, or expenses arising from the Customer's use of the System, including any violations of these Terms or third-party rights.

5.2. Limitation of Liability: Nymo Group Ltd's liability for any damages arising from the use of the System shall be limited to the total amount paid by the Customer for the System in the preceding 12 months. Nymo shall not be liable for any indirect, consequential, or punitive damages.

6. SERVICE MAINTENANCE AND UPDATES

6.1. Scheduled Maintenance: Nymo Group Ltd reserves the right to schedule regular maintenance to ensure the continued performance and security of the System. Such maintenance will be communicated to the Customer at least 48 hours in advance.

6.2. Updates and New Features: Nymo will periodically update the System with new features and bug fixes. Customers will be notified of new updates, and updates will be installed at no additional cost.

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7. TERMS OF USE

7.1. Acceptance of Terms: By using the System, the Customer acknowledges that they have read, understood, and agree to these Terms and Conditions.

7.2. Modification of Terms: Nymo Group Ltd reserves the right to modify these Terms at any time. Any modifications will be communicated to the Customer, and continued use of the System after such modifications will be considered acceptance of the new Terms.

8. TERMINATION AND SUSPENSION

8.1. Termination by Either Party: Either party may terminate this Agreement with 90 days' written notice. In the event of a material breach by either party, the Agreement may be terminated immediately.

8.2. Suspension of Service: Nymo Group Ltd may suspend access to the System in case of non-payment or if the Customer is found to be in violation of these Terms. Services will resume once the issue is resolved.

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