



NYMO GROUP LTD

Terms and Conditions for Nymo Patient Flow Manager

1. AGREEMENT OVERVIEW

This document outlines the terms and conditions (the "Agreement") between the user (the "Customer") and Nymo Group Ltd (the "Provider") for the use of Nymo Patient Flow Manager (the "Service"). By accessing or using the Service, the Customer agrees to abide by the terms outlined in this Agreement.

2. SERVICE DESCRIPTION

The Service provides a comprehensive patient flow management solution designed to optimize patient care, resource allocation, and operational efficiency. The Service includes access to the software, support, and updates as described in the Service Definition Document.

3. LICENSE GRANT

The Provider grants the Customer a non-exclusive, non-transferable license to access and use the Service according to the terms of this Agreement. The license is limited to the Customer's internal business operations.

4. CUSTOMER OBLIGATIONS

The Customer agrees to:

- Provide accurate and complete information for system setup and maintenance.
- Ensure that its employees, agents, or affiliates comply with these Terms.
- Not misuse the Service or attempt unauthorized access to the system.

5. DATA PROTECTION AND PRIVACY

The Provider will process Customer data in compliance with applicable data protection laws and regulations, including GDPR. Data will be handled securely, and the Customer is responsible for ensuring it has the necessary consents for processing patient data.

6. SERVICE AVAILABILITY

The Provider guarantees 99.9% uptime for the Service, with exclusions for scheduled maintenance or force majeure events. Any service interruptions or outages will be reported according to the Outage Reporting process.

7. SUPPORT AND MAINTENANCE

Support is provided in accordance with the selected support plan. The Provider will offer standard business hours support, with additional options available for premium services.

8. FEES AND PAYMENT

The Customer agrees to pay the fees outlined in the relevant contract or pricing schedule. Payment is due in accordance with the payment terms specified. Late payments may result in service suspension.

9. TERMINATION

This Agreement may be terminated by either party with prior written notice. Upon termination, the Customer must cease using the Service and return or delete any data provided by the Provider. Data extraction and backup options are available as outlined in the End-of-Contract Data Extraction process.

10. LIABILITY AND INDEMNITY

The Provider's liability is limited to the total fees paid by the Customer under this Agreement. The Customer agrees to indemnify and hold harmless the Provider from any claims or damages arising from the Customer's misuse of the Service or violation of this Agreement.

11. FORCE MAJEURE

Neither party shall be liable for failure to perform due to causes beyond their reasonable control, such as natural disasters, acts of government, or telecommunications failures.

12. AMENDMENTS

The Provider may amend the terms of this Agreement at any time, with notice to the Customer. Continued use of the Service after the notice period constitutes acceptance of the updated terms.

13. GOVERNING LAW

This Agreement will be governed by the laws of the United Kingdom. Any disputes will be subject to the exclusive jurisdiction of the courts in the United Kingdom.

14. CONTACT INFORMATION

For any questions or issues related to this Agreement, please contact:

- Nymo Group Ltd
- Email: support@nymogroup.co.uk
- Phone: 01213870007