NYMO GROUP LTD

Nymo Housing Management – Terms and Conditions

1. INTRODUCTION

These Terms and Conditions (the "Agreement") govern the use of the Nymo Housing Management service provided by Nymo Group Ltd ("Provider," "we," "us," or "our"). By accessing or using the service, the user ("Customer," "you," or "your") agrees to comply with and be bound by these Terms. If you do not agree to these Terms, you should not use the service.

This Agreement, along with any supplementary documentation or agreements, outlines the relationship between you and the Provider, including rights, responsibilities, and obligations for using Nymo Housing Management.

2. SERVICE OVERVIEW

Nymo Housing Management is a comprehensive, cloud-based housing management platform designed to streamline and automate property management processes. It is used by housing authorities, local councils, housing associations, and other organizations to manage housing portfolios, tenant data, property maintenance, and compliance.

Key Features of the Service:

- **Tenant Management:** Track and manage tenant information, including personal details, payment history, and tenancy agreements.
- **Property Management:** Organize and manage property details, maintenance schedules, and inspections.
- **Compliance Monitoring:** Ensure that all housing activities comply with relevant local laws and regulations.
- **Real-Time Reporting**: Access detailed reports on occupancy, payment, and maintenance history.
- **Integration with Other Services:** Seamlessly connect with third-party services such as payment gateways and document management systems.

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3. SERVICE AVAILABILITY

We strive to provide a reliable service with 99.9% uptime, subject to scheduled maintenance and unforeseen outages. We will provide prior notice of scheduled maintenance via email or through the Nymo Housing Management portal.
In the event of an unplanned outage, we will take immediate action to restore services. We will notify users about the outage, and we will work to resolve the issue as quickly as possible.
If we fail to meet the guaranteed availability as stated in the SLA, users may be eligible for a refund or credit as per the terms of the Service Level Agreement (SLA).

4. USER RESPONSIBILITIES

As a user of Nymo Housing Management, you are responsible for:

- **Account Security**: Maintaining the confidentiality of your login credentials and ensuring that only authorized users access the service.
- **Data Accuracy**: Ensuring that all information entered into the platform, including tenant details, property records, and financial data, is accurate and up-to-date.
- **Compliance**: Ensuring that your use of the service complies with all applicable laws, including data protection laws (such as GDPR), and housing regulations.
- **System Integrity**: Not using the service for any illegal or unauthorized purposes. You agree not to interfere with or disrupt the service, including systems, networks, or security features.

5. SERVICE FEES

The fees for the Nymo Housing Management service are outlined in the pricing section of the agreement and are typically billed on a monthly or annual basis. Fees may vary depending on the services or features selected by the user.
Payments are due upon receipt of an invoice and must be paid in accordance with the agreed-upon payment terms. Late payments may be subject to additional charges or account suspension.

6. DATA PROTECTION

We take data security seriously and comply with applicable data protection regulations, including GDPR. Your data is stored securely in encrypted databases, and access is restricted to authorized personnel only.
By using the service, you agree that we may process your data in accordance with our Privacy Policy. We will not share your personal data with third parties without your consent, except where required by law.

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7. LIMITATIONS OF LIABILITY

We are committed to providing the highest level of service. However, our liability in connection with this Agreement is limited to the amount paid by you for the service in the last 12 months.
We are not liable for any indirect, incidental, or consequential damages arising out of your use or inability to use the service. This includes, but is not limited to, loss of data, business interruption, or financial loss.

8. TERMINATION

Either party may terminate this Agreement with 30 days' written notice. Upon termination, all access to the Nymo Housing Management platform will be revoked, and data extraction will be available for a specified period.
If the customer terminates the agreement before the end of the contract term, no refunds will be provided. However, if we fail to meet the terms of the service, customers may be entitled to a pro-rata refund for unused service periods.

9. CONFIDENTIALITY

Both parties agree to keep any confidential information received during the course of this Agreement strictly confidential. This includes, but is not limited to, tenant data, property details, and financial information.
Confidential information will not be disclosed to third parties without prior consent, except as required by law. This confidentiality obligation remains in place even after the termination of the Agreement.

10. AMENDMENTS

We may amend these Terms and Conditions from time to time. Any changes will be communicated to users at least 30 days prior to their implementation, either via email or through the platform.
By continuing to use the service after the amendment is made, you agree to the updated Terms. If you do not agree with the changes, you may choose to terminate the Agreement.

11. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the United Kingdom. Any disputes arising from this Agreement will be subject to the exclusive jurisdiction of the courts of the United Kingdom.

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