NYMO GROUP LTD

Terms and Conditions: NYMO MEDICATION MANAGER (eMAR)

1. INTRODUCTION

These Terms and Conditions ("Agreement") govern the relationship between Nymo Group Ltd ("we," "us," or "our") and the client ("you," "your"). By accessing or using any of our services, you agree to be bound by this Agreement. If you do not agree to these Terms, you must refrain from using our services. This Agreement applies to all products and services provided by Nymo Group Ltd, including software products, technical support, training, consulting services, and any other services we may provide now or in the future.

2. BACKGROUND

Nymo Group Ltd provides cloud-based solutions such as Nymo Care & Clinical, Nymo HR Core, and other SaaS products. These services are designed to improve the operational efficiency of organizations in sectors such as healthcare, HR, and social care. The purpose of this Agreement is to set forth the terms under which we will provide our services to you, as well as your rights and responsibilities.

3. SERVICES

Our services include, but are not limited to, the following:

3.1 Software-as-a-Service (SaaS)

- Nymo Care & Clinical: Cloud-based healthcare management software for managing patient records, appointments, and medication.
- Nymo HR Core: A platform to manage employee records, performance tracking, attendance, and payroll.
- Nymo Medication Manager (eMAR): A solution for tracking and managing medication administration records in real-time.
- Consulting and Integration Services: Tailored services for integrating Nymo solutions with your existing systems and workflows.

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3.2 Technical Support

We provide support as per the selected support plan:

- Standard Support: Email and ticket-based support during business hours.
- Priority Support: Includes faster response times, phone support, and 24/7 support options.
- Premium Support: Includes 24/7 assistance, proactive monitoring, and access to a dedicated support manager.

3.3 Training and Onboarding

- Onboarding Services: Assistance with system configuration and setup for a smooth transition.
- Training Services: Both on-site and online training tailored to your team's needs to ensure effective use of the system.

4. USER OBLIGATIONS

4.1 Account Registration

You agree to provide accurate, current, and complete information when registering for our services and to update this information promptly. Failure to do so may result in interruptions to service.

4.2 Compliance with Laws

You agree to comply with all applicable laws, including data protection laws such as GDPR, when using our services. You must ensure that all users accessing the service comply with these Terms .

4.3 User Responsibilities

- Access Control: You are responsible for maintaining the confidentiality of your account and credentials.
- Authorized Users: Access to the service will only be granted to those authorized by you, and it is your responsibility to ensure that these users adhere to these Terms.

5. FEES AND PAYMENT

.5.1 Pricing

The pricing for our services is outlined separately in the pricing document provided at the time of purchase. The prices are subject to change, but you will be notified of any changes prior to the renewal of your subscription.

5.2 Payment Terms

- Payments are due annually unless otherwise specified.

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- Late payments may incur a penalty fee as outlined in your subscription agreement.

5.3 Refunds
All payments are non-refundable, except in the case of a service failure or termination by Nymo Group Ltd. In such cases, you may be entitled to a refund for the unused portion of the service, based on the terms specified in the SLA.

6. CONFIDENTIALITY AND DATA PROTECTION

6.1 Data Protection
We take data protection seriously and comply with GDPR and other relevant data protection laws. As a data processor, we will only process personal data as instructed by you. Our services are designed to ensure data security, and we employ strong encryption and access control measures.

6.2 Confidential Information
Both parties agree to keep any confidential information obtained during the term of the Agreement confidential. This includes patient data, business information, and operational details. Confidential information shall not be disclosed to third parties without prior consent, unless required by law.

7. TERM AND TERMINATION

7.1 Agreement Term
This Agreement begins on the Effective Date and will continue unless terminated by either party in accordance with the termination clauses outlined here.

7.2 Termination by Either Party
You may terminate this Agreement by providing 30 days' written notice. We may terminate this Agreement immediately if you breach any of the Terms, including non-payment or non-compliance with regulatory standards.

7.3 Post-Termination Data Access
Upon termination, you have 30 days to request a data export, after which your data will be securely deleted from our systems.

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8. LIABILITY AND LIMITATION OF LIABILITY

8.1 Limitation of Liability

We are not liable for any indirect, consequential, or punitive damages arising out of the use or inability to use our services. Our liability is limited to the amount you have paid in the last 12 months for the specific service giving rise to the claim.

8.2 Exclusions

We do not assume liability for loss of data, disruption of services, or any failure caused by factors outside our control, such as third-party system failures or internet outages.

9. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction]. Any disputes shall be resolved in the competent courts of [Jurisdiction].

10. MISCELLANEOUS

10.1 Modifications

We reserve the right to modify these Terms at any time. Changes will be communicated to you via email or through the system. Continued use of the service constitutes acceptance of the new Terms.

10.2 Force Majeure

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

10.3 Assignment

You may not assign this Agreement to any third party without our prior written consent.

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