NYMO GROUP LTD

Nymo Class Manager - Terms and Conditions

1. INTRODUCTION

These Terms and Conditions govern the use of Nymo Class Manager ("the Service") provided by Nymo Group Ltd. By accessing or using the Service, you agree to comply with these terms. If you do not agree with these terms, you should not use the Service.

2. DEFINITIONS

- Service: Refers to the Nymo Class Manager platform.
- User: Any individual or organization accessing or using the Service.
- Platform: The digital environment where the Service is hosted, including its web and mobile applications.

3. SERVICE USAGE

- License: Nymo Group Ltd grants users a non-exclusive, non-transferable license to use the Service for its intended purposes.
- User Responsibilities: Users agree to use the Service only for lawful purposes and will not engage in activities that could disrupt the platform or its users.
- Prohibited Actions: Users must not reverse engineer, copy, distribute, or modify any part of the Service without written permission.

4. DATA PROTECTION

- GDPR Compliance: Nymo Class Manager is committed to protecting your data in compliance with GDPR regulations. Personal data will only be processed as described in our Privacy Policy.
- Data Retention: Data is retained for as long as necessary to provide the Service. Users can export their data upon termination of their account.

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5. SERVICE AVAILABILITY

- Uptime Guarantee: We guarantee 99.9% uptime for the Service as per our Service Level Agreement (SLA).
- Maintenance: Periodic maintenance may be required, and users will be notified in advance

6. FEES AND PAYMENT

- Pricing: The Service is billed on a monthly or annual basis, depending on the user's selected plan. Additional fees may apply for premium support or extra features.
- Payment Terms: Payment is due at the beginning of each billing cycle. Failure to pay may result in service suspension or termination.

7. SUPPORT AND INCIDENT MANAGEMENT

- Standard Support: Users have access to standard email support during business hours.
- Premium Support: Available at an additional cost, offering priority response times and dedicated assistance.
- Incident Reporting: Users must report any issues through the support portal or via email, where we will acknowledge and address the issue as per our incident management process.

8. TERMINATION

- User Termination: Users can cancel their account at any time through the account settings or by contacting support. Data will be retained for a specified period after termination.
- Termination by Nymo Group Ltd: We reserve the right to terminate a user's access to the Service for breach of these Terms and Conditions, including unauthorized use or failure to comply with payment terms.

9. LIMITATION OF LIABILITY

Nymo Group Ltd will not be liable for any indirect, incidental, or consequential damages arising from the use or inability to use the Service. Our total liability is limited to the amount paid for the Service in the 12 months preceding the claim.

10. INDEMNIFICATION

Users agree to indemnify and hold Nymo Group Ltd harmless from any claims, losses, or damages arising from their use of the Service.

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11. GOVERNING LAW

These Terms and Conditions are governed by and construed in accordance with the laws of the United Kingdom. Any disputes will be resolved in the competent courts of the United Kingdom.

12. AMENDMENTS

We reserve the right to update these Terms and Conditions at any time. Users will be notified of any significant changes via email or on the platform.

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