NYMO GROUP LTD

Terms and Conditions for Nymo Financials (ERP + Accounting)

1. INTRODUCTION

These Terms and Conditions (the "Agreement") govern your use of the Nymo Financials service, provided by Nymo Group Ltd ("we," "our," or "us"). By accessing and using Nymo Financials (the "Service"), you (the "Customer") agree to comply with the terms outlined in this document. If you do not agree to these Terms, you must not use the Service.

2. SERVICE DESCRIPTION

Nymo Financials is a cloud-based Enterprise Resource Planning (ERP) and accounting software solution that integrates key financial functions such as general ledger, accounts payable, budgeting, and financial reporting. The service is designed to help businesses streamline their financial operations, gain real-time financial insights, and improve decision-making.
Nymo Financials is accessible via a web interface and is hosted in a cloud infrastructure with robust security protocols to ensure data protection and availability.

3. SERVICE AVAILABILITY

We guarantee that Nymo Financials will be available 99.9% of the time, excluding scheduled maintenance periods. In the case of unplanned downtime or system outages, we will notify you as soon as possible via email and the service status page.

Scheduled Maintenance: Any planned maintenance will be communicated at least 72 hours in advance. Maintenance typically occurs outside of peak business hours to minimize impact.

Service Credits: If we fail to meet the 99.9% uptime guarantee, users are entitled to a service credit, which will be issued as a percentage of the monthly subscription fee, as per the Service Level Agreement (SLA).

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4. USER RESPONSIBILITIES

As a user of Nymo Financials, you agree to the following responsibilities:

- Account Security: You are responsible for maintaining the confidentiality and security of your account credentials. You must immediately notify us of any unauthorized use of your account.
- Proper Usage: You agree to use the service solely for its intended purpose and in accordance with applicable laws and regulations. You will not use the service for any illegal activities, including fraud, data theft, or unauthorized data access.
- Data Accuracy: You are responsible for ensuring the accuracy of the financial data entered into Nymo Financials. Any discrepancies or errors should be promptly reported to our support team.

5. DATA HANDLING AND SECURITY

We prioritize the protection of your data and follow strict data protection policies in compliance with GDPR and other relevant data privacy regulations.

- Data Encryption: All sensitive data is encrypted at rest and in transit using industry-standard AES-256 encryption and SSL/TLS protocols.
- Access Control: Access to data within the service is restricted to authorized personnel only, based on role-based access control (RBAC).
- Data Backups: Regular data backups are performed to ensure that your data can be restored in the event of a disaster.
- Data Retention and Deletion: We will retain your data for as long as your account remains active. If you wish to terminate the account or request deletion, you must submit a request, and we will comply within the statutory period.

6. PAYMENT AND PRICING

- Subscription Fees: The subscription fees for Nymo Financials are outlined in the agreement or pricing schedule. Payment for the service is billed annually or monthly depending on the chosen plan. Fees may vary based on the number of users, required features, and service level.
- Payment Terms: All payments must be made in advance, and invoices are due upon receipt. Payments can be made via credit card or bank transfer, and late payments may incur interest charges as specified in the agreement.
- Additional Costs: Any additional costs for services outside of the standard package (e.g., premium support, custom integrations) will be communicated and billed separately.

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7. TERMINATION

- Termination by the Customer: You may terminate the service at any time by providing a 30-day written notice. Upon termination, you will have access to data export tools to retrieve your financial data.
- Termination by Nymo Group Ltd: We reserve the right to suspend or terminate access to Nymo Financials in the event of a breach of these terms, including failure to make timely payments or unauthorized use of the service.
- Effect of Termination: Upon termination, all outstanding fees must be paid. We will retain your data in accordance with our data retention policy but will discontinue access to the system

8. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Nymo Group Ltd's liability under this agreement will be limited to the total amount paid by the customer for the service in the 12 months preceding the event giving rise to the liability. We are not liable for any indirect, incidental, special, or consequential damages arising from your use of the service, including loss of profits, revenue, or data.

9. DISPUTE RESOLUTION

Any disputes or claims arising out of or in connection with this agreement will be resolved through arbitration or mediation under the laws of the United Kingdom. Both parties agree to submit to the exclusive jurisdiction of the UK courts if necessary.

10. AMENDMENTS

We reserve the right to modify or update these Terms and Conditions at any time. Any significant changes will be communicated to users via email or through the service dashboard. Continued use of Nymo Financials after such changes constitutes your acceptance of the updated terms.

11. GOVERNING LAW

These terms shall be governed by and construed in accordance with the laws of the United Kingdom, without regard to its conflict of laws principles.

This Terms and Conditions document is intended to provide a clear understanding of the rights, responsibilities, and obligations of both Nymo Group Ltd and the customer. By using the service, you confirm your acceptance of these terms. If you have any questions or need further clarification, please contact our support team.

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