NYMO GROUP LTD

Nymo CareerPath (LMS)

1. INTRODUCTION

1.1 These Terms and Conditions ("Agreement") govern the use of the Nymo CareerPath Learning Management System (LMS) ("Service"), a cloud-based platform provided by Nymo Group Ltd ("Provider," "we," "our," or "us").

1.2 By accessing or using the Service, you ("Customer," "you," "your") agree to be bound by these Terms and any applicable laws.

2. SERVICE PROVISION

2.1 The Service is designed to assist in employee career development through personalized learning paths, progress tracking, and performance management. It includes access to training modules, learning resources, and integration with other enterprise systems.

2.2 We reserve the right to modify, suspend, or terminate the Service at our discretion, with notice provided in advance where applicable.

3. ACCESS AND USE

3.1 User Registration: To access the Service, you must create an account by providing accurate and complete information. You are responsible for maintaining the confidentiality of your login credentials.

3.2 Authorized Users: Access to the Service is granted to your employees, agents, or contractors ("Authorized Users"). You are responsible for ensuring that Authorized Users comply with this Agreement.

3.3 Prohibited Use: You agree not to use the Service for any unlawful purpose or in any way that could harm or impair the Service or interfere with other users' access.

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4. PAYMENT AND FEES

4.1 Subscription Fees: You agree to pay the applicable subscription fees for the Service as specified in the Order Form or pricing schedule. Fees are billed annually or monthly, as agreed.

4.2 Late Payments: Late payments may incur interest and/or service suspension. Any dispute regarding payment should be raised within 30 days.

5. DATA PROTECTION AND PRIVACY

5.1 Data Handling: We take the privacy of your data seriously and comply with applicable data protection laws, including GDPR. All personal data is processed in accordance with our Privacy Policy.

5.2 Data Ownership: You retain ownership of all data uploaded to the Service. We may use your data to improve the Service, but we do not share or sell your data to third parties without your consent, except as required by law.

6. SERVICE AVAILABILITY AND SUPPORT

6.1 Service Availability: We guarantee 99.5% uptime for the Service each calendar month. Scheduled maintenance will be communicated in advance, and outages will be addressed as quickly as possible.

6.2 Support Services: Support is available through email, ticketing systems, and live chat (depending on your selected support level). Premium customers have access to dedicated support staff.

6.3 Incident Response: If a security incident occurs, we will notify you within 24 hours and take necessary measures to mitigate any potential impact.

7. SECURITY

7.1 Data Security: We employ encryption, secure access control, and regular security audits to protect your data and prevent unauthorized access.

7.2 User Responsibility: You are responsible for ensuring your Authorized Users adhere to best security practices, including using strong passwords and enabling multi-factor authentication.

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8. LIMITATIONS OF LIABILITY

8.1 Limitation: To the fullest extent permitted by law, our liability for any direct or indirect damages arising from the use of the Service is limited to the amount you have paid for the Service in the 12 months preceding the incident.

8.2 Exclusions: We are not liable for any loss of data, profits, or other indirect damages, including those caused by force majeure, system failures, or user error.

9. TERMINATION

9.1 Termination by You: You may terminate your use of the Service at any time by providing written notice. Termination does not relieve you of any outstanding payment obligations.

9.2 Termination by Us: We may terminate or suspend your access to the Service if you breach any terms of this Agreement, including non-payment.

9.3 Effect of Termination: Upon termination, we will provide a 30-day period during which you can export your data. After this period, we will delete your data in accordance with our data retention policy.

10. FORCE MAJEURE

10.1 Neither party will be liable for any failure or delay in performance under this Agreement caused by circumstances beyond its reasonable control, including natural disasters, network failures, or government actions.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 This Agreement is governed by the laws of England and Wales.

11.2 Any disputes arising from or relating to this Agreement will be resolved through arbitration or in the competent courts of London, United Kingdom.

12. MISCELLANEOUS

12.1 Amendments: We may amend these Terms at any time. You will be notified of any material changes via email or notification through the platform.

12.2 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or agreements, whether written or oral.

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13. CONTACT INFORMATION

For any questions or concerns regarding this Agreement, please contact us at:

Nymo Group Ltd

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