NYMO GROUP LTD

Nymo Store (E-commerce Platform)

1. DEFINITIONS

- “Service” means the Nymo Store e-commerce platform provided by Nymo Group Ltd.
- “Customer” means the organisation purchasing or using the Service.
- “Contract” means the agreement formed between the Customer and Nymo Group Ltd under G-Cloud.
- “Data” means all data uploaded to or generated within the Service by the Customer.

2. SCOPE OF SERVICE

Nymo Store is a cloud-hosted e-commerce platform providing tools for online product management, order processing, customer management, and reporting. The Service is provided on a subscription basis and hosted on public cloud infrastructure.

3. SERVICE ACCESS AND USE

The Customer is granted a non-exclusive, non-transferable right to access and use the Service for the duration of the Contract.

The Customer must ensure that:

- Access credentials are kept secure
- The Service is used in accordance with applicable laws and regulations
- Users do not misuse or attempt to compromise the platform

4. AVAILABILITY AND SUPPORT

Nymo Group Ltd targets 99.9% service availability, excluding planned maintenance.

Support is provided according to the agreed support level, as defined in the service description. Planned maintenance will be communicated in advance wherever possible.

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5. DATA PROTECTION AND SECURITY

- Customer data remains the property of the Customer at all times.
- Data is processed in accordance with UK GDPR and applicable data protection legislation.
- Nymo Group Ltd implements appropriate technical and organisational measures to protect data, including encryption and access controls.

6. CONFIDENTIALITY

Each party agrees to treat all confidential information disclosed during the Contract as confidential and not to disclose it to third parties without prior written consent, unless required

7. INTELLECTUAL PROPERTY

All intellectual property rights in the Service remain the property of Nymo Group Ltd.
The Customer retains full ownership of all data, content, and materials uploaded to the Service.

8. PRICING AND PAYMENT

Pricing is as published on the Digital Marketplace or agreed through the Contract.
All fees are exclusive of VAT unless stated otherwise.
Additional services such as bespoke development or premium support may incur additional charges.

9. TERMINATION

Either party may terminate the Contract in accordance with G-Cloud framework terms.
Upon termination:

- Access to the Service will be withdrawn
- The Customer may export their data within the agreed retention period

10. DATA EXPORT AND EXIT MANAGEMENT

Customers can export data using the platform or API in open formats such as CSV or JSON.
Nymo Group Ltd will support reasonable exit requests in line with G-Cloud requirements.

11. LIABILITY

Nymo Group Ltd's liability is limited in accordance with the G-Cloud framework agreement.
Neither party shall be liable for indirect or consequential losses, except where prohibited by law.

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12. CHANGES TO TERMS

These Terms may be updated to reflect changes in law or service improvements. Customers will be notified of material changes in advance.

13. GOVERNING LAW

This Contract is governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

14. CONTACT DETAILS

Nymo Group Ltd
Website: https://www.nymogroup.co.uk
Email: tenders@nymogroup.co.uk

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