Terms of Use

Nuuka Portal · Version 1.0 · Effective date: 1.12.2026

These Terms of Use ("Terms") apply to everyone who signs in to the Nuuka Portal at portal.nuuka.com or nuukaportal.com, or at any other address through which Nuuka or its partner provides the service. The Terms also cover the services, reports, interfaces and integrations available through it (together the "Service"). The Service is provided by Nuuka Solutions Oy, business ID 2478408-1, Annankatu 25 A 22, 00100 Helsinki, Finland ("Nuuka", "we", "us").

Please read these Terms carefully. By accepting them in the Service, or by using the Service, you agree to them. If you do not agree, do not use the Service.

1 Who these Terms apply to

1.1 The Service is provided to organisations that have an agreement on the use of the Service with Nuuka or with a Nuuka partner, including trial and pilot agreements (the "Customer Agreement"; the organisation is the "Customer"). You use the Service as a person authorised by a Customer, for example as its employee, contractor or service provider ("User").

1.2 These Terms cover your personal use of the Service. The rights and obligations between Nuuka and the Customer, such as fees, service levels, liabilities and the use of data, are agreed in the Customer Agreement. These Terms do not change the Customer Agreement. If these Terms and the Customer Agreement conflict, the Customer Agreement prevails.

1.3 When the Service is provided through a Nuuka partner or under a partner's name, "Customer Agreement" means the agreement between the Customer and the partner.

2 Your account

2.1 Your account is personal. Do not share your username, password or sign-in links with anyone, and do not let anyone else use the Service with your account.

2.2 You can sign in with a Nuuka username and password or, where enabled, with your organisation's Microsoft or Google account. Keep your sign-in methods secure and follow the security instructions of Nuuka and of the Customer, for example on changing passwords and on multi-factor authentication. Towards Nuuka, the Customer is responsible for use that takes place with its Users' accounts.

2.3 If you have access to more than one Customer, your accounts can be linked so that you can switch between them after signing in. Each Customer decides on access to its own data, and access to one Customer gives no access to another. You may not transfer or combine one Customer's data for another Customer's use without the permission of both Customers. Acceptance of these Terms and your marketing consent are recorded per account, so each account accepts them separately.

2.4 Your access rights are managed by the users in your organisation who have user management rights. They decide on your access rights, user groups and buildings and can change or remove them. Tell them and Nuuka support (support@nuuka.com) immediately if you suspect that your account has been used without permission.

2.5 API keys, integration credentials and other credentials meant for use between systems are managed by the Customer. Keep them secure, do not store them in public or shared places, and use them only for the integration they were issued for.

3 Permitted use

3.1 You may use the Service only for the Customer's business purposes and in accordance with these Terms, the Customer's instructions and applicable law.

3.2 You may not:

- try to access data, accounts, buildings or functions that you have not been given rights to;
- disrupt, overload or attack the Service, circumvent its security or usage limits, or carry out security testing of the Service without Nuuka's prior written permission;
- copy, sell, rent, publish or otherwise make the Service available to third parties;
- disclose data or reports from the Service to third parties other than with the Customer's permission and in line with its instructions;
- collect data from the Service with automated tools other than through the interfaces Nuuka provides for that purpose;
- reverse engineer the Service, except to the extent mandatory law allows it;
- use the Service to develop a competing product or service;
- store unlawful or harmful content in the Service, or content that infringes the rights of others.

3.3 Nuuka may restrict or suspend an account that is used against these Terms or that puts the security of the Service at risk, and will inform the Customer. Where possible, the restriction applies only to that account.

4 Building controls and settings

4.1 The Service may control building systems, such as ventilation, heating and cooling, in accordance with the Customer Agreement. If your access rights allow you to change optimisation settings, setpoints or controls, make changes only in line with your access rights and the Customer's instructions.

4.2 The Service does not replace the safety and protection functions of the building automation, such as frost and fire protection, or the supervision by the building's operating and maintenance staff.

4.3 Changes to settings and controls made in the Service are recorded with the user account, so that they can be traced when needed.

5 Data in the Service

5.1 Measurement, building and other data stored in the Service for the Customer belong to the Customer or are governed by the Customer Agreement. You may use them only for the Customer's purposes.

5.2 The calculations, forecasts, reports, alarms and other results of the Service are based on the data available to the Service. They support decision-making but do not replace expert judgement. Check the results before relying on them in important decisions. Savings calculations used as a basis for invoicing and the responsibilities for the Service's automatic optimisation are agreed in the Customer Agreement.

5.3 The Service's own calculation models, such as the AI-based reference consumption, are fitted to each building's own data in order to provide the Service. In addition, Nuuka may use the Service's data in anonymised and statistical form to develop the Service and its calculation and AI models in accordance with the Customer Agreement. Such material is stripped of data identifying the Customer, the building and the Users, and it contains no personal data.

5.4 Keep the Customer's data you see in the Service confidential in line with the Customer's instructions. Also keep Nuuka's unpublished information confidential, such as functions under development, documentation and prices.

6 Personal data

6.1 The Customer is the controller of the data about you that is processed in the Service on the Customer's behalf, such as your name and contact details, your access rights and settings, and log and event data. Nuuka processes these data on the Customer's behalf in accordance with the data processing terms of the Customer Agreement. Information on the Customer's own processing of personal data is available from the Customer.

6.2 Nuuka is itself the controller of the data it processes for its own purposes, namely data on the acceptance of these Terms and on your marketing consent, and the log data needed to secure the Service and to prevent misuse. Nuuka processes these data in accordance with its privacy policy. The privacy policy is available in the Service and at the same address as these Terms.

7 AI functions

7.1 The Service may include functions that use artificial intelligence, such as the calculated reference consumption, an AI assistant, and connectors through which an AI application you approve can read data on your behalf (for example a Model Context Protocol connector, "MCP").

7.2 The Service's AI functions use language models that run in Microsoft Azure AI Foundry in the EU. The Customer's data are not used to train the language models. AI output is never the sole basis for a decision concerning a person. The Service's own calculation models and the use of anonymised data in development are described in section 5.3.

7.3 Answers and analyses produced by AI may be incomplete or wrong. Check them before you rely on them. Do not write personal data or other confidential information to the AI assistant that answering your question does not require.

7.4 AI tools, that is, functions that use language models, such as the AI assistant, and MCP connectors, are disabled for your account by default. A user in your organisation with user management rights can allow them for your account explicitly; you cannot allow them yourself. Only then can you use them and connect a third-party AI application to your account. When you connect an application, you act on the Customer's behalf, and data visible to your account are passed to the application for as long as the connection is in place. The data then leave Nuuka's service environment, possibly also the EU/EEA. The application provider's own terms and privacy practices govern its processing, and Nuuka's commitments on the location of processing do not apply to it.

7.5 Nuuka records who allowed AI tools for your account and when. Users with user management rights can withdraw the permission, and the Customer or Nuuka can restrict or block connections. You can also disconnect in the AI application's own settings.

8 Email and other notices

8.1 To provide the Service, Nuuka sends email to your account's email address, for example invitations, sign-in and password messages, alarms and reports ordered by you or your organisation, and messages about the Service and these Terms.

8.2 You can give or withdraw your consent to marketing messages in your user profile. The messages described in section 8.1 are sent regardless of the consent. Nuuka sends marketing messages only with your consent.

9 Intellectual property

9.1 The Service, its software, user interfaces, calculation methods and documentation belong to Nuuka or its licensors. These Terms do not transfer any intellectual property rights to you. You have the right to use the Service for as long as the Customer has a right of use and the Customer has given you access.

9.2 Nuuka may use your feedback and suggestions to develop the Service without any obligation to you. Do not include the Customer's confidential information in feedback.

10 Availability and changes

10.1 Nuuka develops the Service continuously and may change its functions and appearance. Availability, service levels and support are agreed in the Customer Agreement.

10.2 The Service may be temporarily unavailable, for example because of maintenance, updates, or disruptions in telecommunications or in third-party services.

11 Liability

11.1 Nuuka's liability towards the Customer is determined by the Customer Agreement, and claims concerning the Service are made through the Customer. Nuuka is not personally liable to you for damage arising from the use of the Service, except where the damage was caused intentionally or through gross negligence, or where mandatory law requires otherwise.

11.2 You are responsible for using the Service in accordance with these Terms, the Customer's instructions and your access rights.

12 Changes to these Terms

12.1 Nuuka may update these Terms. The version in force and its effective date are shown in the Service, and earlier versions are available from Nuuka support.

12.2 Users and the Customer are notified of material changes at least 30 days before they take effect. Changes required by law or for security reasons may take effect sooner. You will be asked to accept the new version the next time you use the Service; acceptance can be postponed until the date announced in the Service. If you do not accept the new version, you cannot continue to use the Service.

12.3 You can withdraw your acceptance in your user profile. After that you cannot use the Service with that account until you accept the Terms again.

12.4 Changes to these Terms do not change the Customer Agreement.

13 End of use

13.1 Your right to use the Service ends when the Customer removes your access or the Customer Agreement ends. Nuuka may deactivate an account that has not been used for 12 months, after first notifying the account's email address.

13.2 Sections 3.2 (unauthorised use), 5.4 (confidentiality), 9 (intellectual property), 11 (liability) and 14 (applicable law and disputes) remain in force after your use ends.

14 Applicable law and disputes

14.1 These Terms are governed by the laws of Finland, excluding its choice-of-law rules. Disputes concerning these Terms are settled in the District Court of Helsinki, unless mandatory law provides otherwise. Disputes between Nuuka and the Customer are settled in accordance with the Customer Agreement.

15 Language versions

15.1 These Terms may be published in several languages. If the language versions differ, the Finnish version prevails.

Contact

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