



Terms Of Service: Nyrkiö -platform

1.3.2024

1. Service Provider

- 1.1. Nyrkiö ("Service") is provided by, and the "**Customer**" is contracting with:

Nyrkiö Oy (business ID 3409758-4) ("**Service Provider**")

<https://nyrkio.com>

helloworld@nyrkio.com

Järvenpää, Finland

- 1.2. "Customer" refers to the legal entity that is signing up for the Service.

2. Acceptance of Terms

- 2.1. These Terms of Service ("**Terms**") create a binding subscription agreement ("**Subscription**") between the Customer and the Service Provider. Any use of the Service signifies the Customer's acceptance of these Terms in their entirety.
- 2.2. The Subscription grants the Customer a right to use the Service during the Subscription period according to these Terms and in exchange for the consideration defined in the subscription plan.
- 2.3. The person signing up or by otherwise accessing the Service confirms that they have the right to agree to these Terms, subscribe to the Service and use the Service on behalf of the Customer.

3. Service Description

- 3.1. The Service Provider has created the Nyrkiö -Platform (the **Service**) to help Customers analyze performance testing data. The Service provides data that illustrates how specific developments have affected the performance of the Customer's software. The Service consists of the following steps:
- 3.1.1. The Customer provides the performance test result data (**Performance Data**) to the Service Provider.
- 3.1.2. The Service Provider analyzes this data using a change detection algorithm. The algorithm detects regressions and improvements.
- 3.1.3. The Service Provider displays the analysis results (**Results**) to the Customer in a graphical format.



- 3.2. The Service Description may occasionally change as the Service Provider develops the Service. Please see the Service Provider's web page for more information concerning the Service.
- 3.3. Setting up the performance test and running it is not part of the Service, but if separately so agreed, the Service Provider may, for an additional fee, provide consulting in relation to the use of the Service.

4. Limitation of liability

- 4.1. The Service is provided "as is" without any warranties, guarantees, or representations, whether expressed or implied. The Service Provider does not warrant or guarantee the accuracy, reliability, availability, completeness, or suitability of the Service for any particular purpose.
- 4.2. The accuracy of the results depends significantly on various factors, such as, but not limited to, the care with which the Customer has carried out the performance tests, the quality of the test data and parameters set by the Customer.
- 4.3. The Customer acknowledges and agrees that it is in the nature of the Service and a normal function of the Service not to find all the regression results.
- 4.4. The Customer acknowledges and agrees that the Customer uses the Service at its own risk. The Service Provider shall not be held liable for any damages or losses arising from the use or inability to use the Service, the Customer's interpretation of the Results computed by the Service, or the Customer's actions taken based on interpreting the Results.
- 4.5. The Service Provider is not liable for any possible breaches or violations committed by the Customer in relation to the Service. The Customer is solely responsible for the correctness and legality of the data they publish.

5. Customer's General Obligations

- 5.1. The Customer commits to using the Service in accordance with these Terms and any currently applicable guidelines (or other guidance provided by the Service Provider) related to the Service and in line with sound business practices.
- 5.2. The Customer agrees to pay special attention to respecting any third-party rights in relation to competitive testing and benchmarking.
- 5.3. Any abuse of the system is not allowed, and if necessary, the Service Provider may give binding instructions concerning the technical aspects of the use of the Service.



- 5.4. The up-to-date Guidelines, such as Getting Started and API -documents, can be found online (see the Service Provider's web page). The Service Providers may make updates and changes to the guidelines and other relevant material from time to time.

6. Pricing and Payment terms

- 6.1. Subscription price and content are determined based on the plan selected by the Customer during the signing-up process. The plans are described online (see Service Provider's webpage). The Customer is obliged to provide correct information, such as the number of employees, while selecting the plan. These Terms apply also to free trials if offered by the Service Provider.
- 6.2. The accepted payment methods are presented online (see the Service Provider's webpage) and may change occasionally.
- 6.3. The Customer is obliged to follow payment terms presented during the signing-up process. If the Customer chooses to pay by a credit card, the Customer agrees to authorize monthly charges to their designated credit card for the Services provided.
- 6.4. If the charge fails or the Customer leaves the invoice unpaid, the Service provider may terminate the Subscription according to these Terms.
- 6.5. According to the Finnish Interest Act, late payment fees will incur interest (currently 12,5 %). Prices are stated excluding VAT.

7. Account Creation and Personal Data

- 7.1. The Customer must provide accurate information when signing up and creating an account.
- 7.2. The Service Provider collects contact and payment information, which includes personal data. The Service Provider may disclose the personal data to its contractors when necessary to provide the Service (e.g. for invoicing).
- 7.3. The Service Provider follows the EU's General Data Protection Act and expects the same from its contractors. The Service Provider's privacy policy can be found on the Service Provider's web page or upon request from the Service Provider.
- 7.4. The Customer must ensure that the performance testing data or other similar data it provides for the Service Provider while using the Service does not include any personal data. Thus, the Service Provider does not process any personal data on behalf of the Customer.



8. Privacy and Security

- 8.1. The Service Provider takes reasonable measures to ensure the security and safety of the Customer's user account and data within the Service.
- 8.2. The Customer is responsible for all activities under its account. The Customer must choose a strong, unique password and report any unauthorized use or breaches immediately.
- 8.3. The Customer acknowledges that any data provided for the Service or as a result of the Service may reveal confidential information. It is always the Customer's decision to transfer or publish any of that data, and the Customer carries all the responsibilities in relation to the transfer, publishing or processing.

9. Reference

- 9.1. The Service may include a feature allowing Customers to make their Results available online. If the Customer decides to use this feature, the Service Provider too may use the published Results together with the company names and logos of the Customer elsewhere without additional permission.
- 9.2. In case the Customer decides to publish their Results, the Customer is obliged to mention the Service Provider as the entity that has offered the Service.

10. Intellectual Property Rights

- 10.1. The Service Provider retains all rights and interests in the intellectual property associated with the Service. The Service is protected by copyright laws and other intellectual property rights.
- 10.2. The Customer has no right to sell or otherwise distribute the Service or parts of it for any other party under the name or trademarks of the Service Provider or in any other way directly or indirectly implicate that the Service Provider would be involved in or co-operate with the Customer.

11. Customer's Data

- 11.1. The Customer grants the Service Provider rights to use any data provided by the Customer to provide the Service to the Customer.
- 11.2. If the Customer decides to publish any data, it simultaneously grants the Service Provider the right to publish the same data, make published data available and embed it to the Service Provider's web page.



- 11.3. In addition, the Service Provider may use the Performance data, Results of the Service, and any other data provided by the Customer or generated during the use of the Service for general service improvement purposes.
- 11.4. The Service is not designed to be a primary data store (system of record) of any customer data or data otherwise provided by the Customer. The Customer is obliged to keep the original data and provide only a copy of it to the Service.
- 11.5. In the rare event of data loss, the Customer may resend the data, and the Service Provider's obligation is limited to re-computing the results.
- 11.6. The subscription plan may limit the amount of stored and processed data. If these limitations are met, the Service Provider deletes the oldest data first.

12. Term and Termination

- 12.1. The Customer may end the Service freely during the Subscription period. The ending date is always the last date of the Customer's then-current Subscription. Thus, the ending date depends on the length of the Subscription chosen by the Customer.
- 12.2. The Service Provider may terminate the Subscription for any reason and if so, it will notify the Customer about this decision by email at least one (1) month before the termination takes effect.
- 12.3. If the Service Provider reasonably suspects or observes that the Customer is not adhering to these Terms or its use is otherwise violating these Terms or any applicable laws, the Service Provider reserves the right to suspend or terminate the Customer's account and access to the Service and terminate the Subscription without prior notice.
- 12.4. The Service Provider is not obligated to retain any of the Customer's data after the Subscription is terminated.

13. Modifications to the Terms

- 13.1. The Service Provider reserves the right to update or modify these Terms at any time. In addition, the Service Provider may change the price or content of the Subscription.
- 13.2. Any changes will become effective upon the due date of the payment following the change.
- 13.3. In addition to the previous subsection, the Service Provider reserves the right to make mandatory changes also during the Subscription. These changes and their effective dates, are communicated to each Customer by email.

14. Dispute Resolution and Jurisdiction



- 14.1. These Terms and any disputes arising from them shall be governed by and construed in accordance with the laws of Finland.
- 14.2. Any dispute, controversy, or claim arising out of or relating to these Terms or the breach, termination, or validity thereof shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.

If You have any questions or concerns regarding these Terms or our Service, please contact us at helloworld@nyrkio.com.