

# LUMI General Terms of Use

Title of document	LUMI General Terms of Use
Date of last change	10.02.2026
Version	2.0
Status	Approved
Related documents	LUMI Export restrictions and sanctions LUMI Resource cut-off policy

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Thank you for using LUMI services for research (the "Services"). By registering a LUMI user account ("Account") or using any of the Services referred to in these General Terms of Use ("Terms"), you (the "User") are agreeing to these Terms. Please read them carefully.

In these terms "LUMI" means the hosting entity, CSC – IT Center for Science Ltd (representing the LUMI consortium and LUMI partners as applicable).

For some services, additional terms or requirements may apply. These additional terms are available in connection to the relevant services. The additional terms become part of your agreement with LUMI if you use those services.



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## 1. Use of the services is intended for research and innovation purposes, unless otherwise agreed in advance

The use of LUMI Services shall be open to users from the public and private sectors.

The User can only use the Services for the purposes for which they have been granted. The purpose is defined before an Account is opened for the User. The purpose may be specified when approving an application for the User's Account or in a research plan, objectives, proposal, contract, or other definition of scope.

Use of the Services may involve additional license terms or conditions set by third parties. For example, software or hardware manufacturers or third-party funding authorities may limit the use of services for research purposes only or based on the nationality or affiliation of Users. In cases where additional license terms are applied, LUMI will make the terms available to the User or they will be otherwise presented to the User.

Users are responsible for ensuring that their use of the Services is in compliance with any applicable laws including international law, export restrictions, sanctions and other restrictions, and any applicable regulations and license terms. The User agrees to adhere to the content of the Export restrictions and sanctions annexed to these Terms.

## 2. Research results should be public

Unless otherwise agreed or specified, e.g., in a contract for industrial or other commercial use, research results must be released publicly, preferably for peer review.

The User agrees to cite in publications and presentations that the Services provided by the EuroHPC Joint Undertaking and the LUMI Consortium countries have been used to produce the results. How to cite LUMI in a publication <https://www.lumi-supercomputer.eu/acknowledgement/>.

The User commits to follow good research practices.

## 3. Registering an account and becoming a User

To use some of the Services you must apply for an Account as described on the LUMI web pages. Requirements of User authentication methods, including the accepted identity federations, are described in LUMI Authentication Policy. LUMI reserves the right to reject a User application.

Access to Accounts is controlled by credentials, for example username and passwords.



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You must use an email address provided by your organization (e.g. university or company) as your primary contact information. Please contact LUMI if you do not have an email address provided by your organization.

LUMI maintains a customer register and a customer register information sheet in accordance with the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and national data protection regulation. The Privacy notice for processing of user data on the LUMI Service contains a detailed description.

LUMI requires User contact details to notify users about changes to these terms, service interruptions, service information, and other important issues.

Users are responsible for keeping their contact details up to date at all times.

LUMI is entitled to publish general information about the User and the purpose for which the user rights have been granted. These are: the user's name, organization, science area, project name, description and resource usage. We may transfer your data outside of the EU/EEA only in connection with services provided by third-parties for example to comply with software license agreements, in compliance with Chapter V of the GDPR on transfer of personal data to third countries or international organisations.

## 4. As a User, you are responsible for the use of the Account and Services

Do not:

- Share your credentials, leave them unprotected for others to see, or neglect any security responsibilities defined in the relevant service description.
- Misuse or abuse any LUMI or third-party service or property, including intellectual property such as copyright, or act in violation of any licence terms.
- Interfere with the use of Services by other users or compromise the privacy or security of other users.
- Misuse or abuse User Content, credentials, or other confidential information.
- Send or transmit harassing, abusive, libellous, obscene, or unsolicited (spam) communications or distribute malicious content.
- Tamper with or deliberately disrupt system resources or network traffic to the Services.
- Attempt to breach or circumvent any administrative or security controls.
- Engage in any activity which is illegal under local, national or international law.

Users agree to notify LUMI promptly if their account has been used without permission, if their credentials have been lost or stolen, or if they notice any breach to the Terms of Use. Users agree to exercise all reasonable care when accessing the Services.



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Users are liable, even after the user account has been terminated, for damage and costs to LUMI:

- as a result of violating these Terms.
- as a result of violating 3<sup>rd</sup> party licensing terms.

## 5. User and Project management

You need a LUMI Project ("Project") to use some of the Services. Allocation of resources is based on Projects.

Every Project has a User who is also the Principal Investigator (PI) of the Project. Project may also have a named co-PI to whom the PI has delegated the same rights as the PI.

- The PI serves as a primary contact person between the project and LUMI.
- The PI can add or request LUMI to add Users to Projects and remove them and is responsible for keeping the list of Project members up to date at all times.
- The PI is responsible for ensuring that the identity of each User added to the Project is vetted.

A Project is valid for a fixed time period as communicated in connection with the admission. LUMI will notify the members of the Project before the expiration date of the Project upon which the User's Account may be terminated.

Projects are encouraged to use their resources in a balanced way during their whole project lifecycle and start to use the resource early in the project lifetime. If certain amount of resources have not been used in the half-way mark of the project, the unused resources will be cut to the limits detailed in the LUMI Cut-off Policy.

Upon request, the PI must report on the progress of the Project and the use of the Services.

## 6. User Content

User Content ("Content") means the User's data, software, servers, systems, or processes that use or interact with the Services.

The User is responsible for the Content stored in, or transmitted via, LUMI's Services and that it complies with all applicable laws and regulations, data policies, and with the provisions included in these Terms. If the Content includes sensitive or confidential information, the User is responsible for making sure that the Service used to handle the data complies with the required security measures, by examining the Service Description documents. The User gives LUMI the right to access Content to secure the accessibility,



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the quality and the security, which includes, for example, keeping the information on LUMI's IT service platform, automated monitoring for intrusion detection, taking backups, copying/moving Content, or reproducing faults. At all times, LUMI protects the confidentiality of Content as permitted by law.

No ownership rights or intellectual property rights of Content are transferred when using the Services, if not otherwise agreed.

Users are responsible for sharing of their Content according to the Project's and their own requirements. For example, if a User leaves a Project, they should ensure they transfer Project Content to another User of that Project.

Upon request, we will make a reasonable effort to provide the User with a copy of the Content (to which the User has ownership or intellectual property rights) after account cancellation or termination. The User must make this request within 90 days of cancellation or termination and provide LUMI with a location to store the copy of Content. Copies of Content may technically remain on Backup Storage, but access to the data will be strictly restricted.

## **7. Processing Personal Data in User Content**

If Content contains personal data or special categories of data (i.e. sensitive personal data), referring to the GDPR articles 4(1) and 9(1), the User has to ensure that the service intended to process the data complies with the security level required for this kind of data.

In such a case, the User commits to take care of the Data Controller's responsibilities as described in applicable data protection legislation. LUMI acts as a Processor of the personal data. The User and LUMI will execute LUMI's Data Processing Terms and will execute the description of processing activities which together to govern such processing activities.

LUMI offers an IT service platform according to the service descriptions and these Terms of Use for the Users to process their Content on their own account. LUMI implements and maintains the measures required by the security of the processing according to the service descriptions and the certified security system.

## **8. Only limited backups are taken and not guaranteed**

LUMI takes backup copies of some Content. This is defined in the relevant service description. However, LUMI gives no guarantee for restoring any Content and declines any liability for lost files or data for any reason.



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LUMI recommends that Users maintain an up-to-date copy of their Content by other means if they cannot afford to lose it.

## 9. Service level declaration and limited warranty

Use of the Services is at the User's own risk, and LUMI is not liable for any loss or injury. This also includes loss or injury caused by possible erroneous results. LUMI does not give any warranty or representation as to the availability, error- or interruption-free operation, or suitability for any purposes (general or particular) of the Service. LUMI also does not give any warranty that communications to or from the Service is completely secure. LUMI expressly disclaims any such express or implied warranties.

However, LUMI aims to follow industry best practice service management and security measures.

LUMI reserves the right to modify and terminate any Service at any time. LUMI may from time to time make changes to any interfaces made available to the Service.

## 10. How and when are User Accounts terminated?

The LUMI Account is valid for a fixed time period, starting from the day when the Account is opened. LUMI will notify Users well before the expiration date of the Account.

The right to use LUMI Services ends when the original purpose is no longer valid or the User has parted from the User's affiliated organization. The PI of the Project makes the decision whether the User can continue the use of Services when affiliated to a new organization. If the User is the PI of the Project, they must contact the party who has made the allocation decision for the Project in order to verify their eligibility.

The User Account and associated Content will be handled according to the corresponding service descriptions and their terms of use. LUMI will notify the User about their expired Account via the contact information provided by the User before deleting User Content and Account.

The User Account can be terminated or suspended by LUMI without notice:

- In the event of any unauthorized use of the Services.
- If LUMI has a justified reason to suspect that the Services are used contrary to these Terms.

You can terminate your user account by giving notice to the LUMI Helpdesk. If no legal requirements are pending, the User Account and associated Content will be deleted (though some information may remain in backups).



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LUMI will retain and use general User information as described in the LUMI Customer Register Privacy Policy.

## 11. Resource allocations cut-off policies

LUMI is adhering to the EUROHPC JU decision to apply a cut-off policy for their resource allocation if projects do not consume their allocated resources early enough. The model for implementing cuts can be found in the LUMI cut-off policy document.

- Timely communications are put in place, with a minimum of one month notifications to ensure early information and opportunities to react and further plan on both user and resource allocators side

The same policies are implemented for the national and the EuroHPC JU Projects. By introducing the cut-off, users are encouraged to either start using resources early enough to be able to consume the majority of their allocation or inform resource allocator about their inability to use the allocated resources, in which case the resource allocation decision could be revised and some of the resources could be re-allocated to other projects.

By endorsing cut-offs, as noted in section 5, a balanced use of the allocation is encouraged, for the purpose of avoiding the risks and issues brought on by planning the use in the closing months of their projects. More information on project types affected, cut-off percentages and communication timeframes are to be found in the LUMI Cut-off Policy document.

## 12. Changes to these Terms

LUMI reserves the right to change these Terms from time to time by notifying the User at least two weeks in advance of the amendment becoming effective. If the User continues to use the Services after the stated effective date of the amended Terms, the User is deemed to have accepted the amendment.

## 13. General

These Terms of Use may be published in several languages. In case of discrepancy the English language version shall prevail.

These Terms are governed by Finnish law. The District Court of Helsinki will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with these Terms or the User's use of the Services, unless otherwise has been agreed (in, e.g. an agreement with the User's home organization).



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