

1. General remarks and scope of application

In the e-invoice link service the Bank's consumer customers can use a link formed by the Bank for viewing documents related to an e-invoice in an external Presentment archive outside Netbank.

The sole purpose of the Service is to present and store the Additional information relating to an e-invoice delivered to the Presentment archive by the Sender. The Presentment service provider is responsible for ensuring that the Customer is not given an opportunity to perform legal acts, such as changes to customer information, orders or purchase transactions. It is not permissible to form a further connection from the Presentment archive to services provided by a third party or to display any other information than the Sender has expressly delivered to the Presentment archive for the e-invoice in question.

The Presentment archive can be a service maintained by the Sender itself or by an external service provider acting on the Sender's behalf. If the Sender maintains the Presentment service, the Sender must conclude an agreement on the use of the Presentment archive in the roles of Sender and Presentment archive provider.

The Presentment archive provider and the Sender agree between themselves on the delivery of Additional information to the Presentment archive.

The Presentment archive provider concludes agreements on the use of the service with those banks to whose consumer customers the service will be offered.

In addition to these terms and conditions and the Bank's service description, the currently valid implementation guidelines of the Finvoice Intermediation Service defined in the Federation of Finnish Financial Services, the description and terms of the Finvoice Intermediation Service as well as the Netbank link description are applied, in the said order.

2. Definitions

Additional information means a document or data concerning an individual e-invoice intended for the Sender's customer and saved in the Presentment archive by the Sender.

Customer is a consumer who has concluded an agreement on e-invoice with the Bank and approved reception of invoices in electronic format and whose reception address is on the e-invoice.

e-invoice is an invoice forwarded in electronic format.

e-invoice link is a link from the Bank's Netbank service to the Presentment archive. The e-invoice link is formed on the basis of the information on the e-invoice and the e-invoice link agreement of the Presentment archive provider.

Finvoice message is a message in the format determined in the Federation of Finnish Financial Services Finvoice implementation guidelines; for example, an e-invoice.

Material handler is a party authorised by the Sender whose customer has an agreement on e-invoice forwarding with the bank. The Material handler can be an accounting firm, an operator or other party acting on behalf of the Sender.

Netbank is a set of services provided by the Bank to its customer based on a service agreement. Through the services the customer can use banking services, or the related services of other service providers, with a distance communication method based on the Internet or some other data transfer network.

Presentment archive is a service used by the Sender for filing the Additional information relating to an e-invoice and displaying it to the Customer.

Presentment archive provider is a company maintaining the Presentment archive.

Reception address is the Customer's e-invoice address on the basis of which the e-invoice is made available to the Customer.

Sender is a company that sends e-invoices to its bank to be forwarded on the Sender's behalf. Instead of the Sender, the e-invoice can also be sent by a Material handler authorised by the Sender. The Sender can only be a company or other corporate customer.

Service refers to the e-invoice link service.

3. Main duties of the Presentment archive provider

The Presentment archive provider must display the Additional information in the Presentment archive in accordance with these terms and conditions and the service description.

The Service may only be used to display information relating to a specific e-invoice. The information on the Customer received through the Service may not be used for further transmission of the Customer's identification data or for another service in the Presentment archive or outside of the Presentment archive. The Presentment archive provider is liable for damage if the Customer's information received through the Service is used for a purpose other than specified in these terms and conditions.

The Customer's identification data or any other data the Presentment archive provider has received through the Service are subject to bank secrecy. The Presentment archive provider is liable to store the identification data received from the Bank with confidentiality and care and to ensure that the Customer's identification data or other information in the Presentment archive does not fall into the hands of a third party and that it is not used for any other purpose than specified in the Service. The Presentment archive provider is liable to compensate the Bank for any damage arising from breaching the obligation to secrecy as referred to above. Such damage includes an indemnity the Bank is liable to pay its customer as compensation for damage.

The Presentment archive provider is responsible for the technical implementation, functioning and data security of the data systems it uses and for any costs arising thereof.

The Presentment archive provider must notify the Bank without delay of any changes in the Presentment archive's URL address or other identifier.

The Presentment archive provider is responsible for ensuring that the Service only provides the Customer with access to correct and timely additional information concerning the e-invoice in question.

The Presentment archive provider undertakes to give the Customer an error notification if the Additional information is not found or the Customer is not entitled to view the Additional information.

The Presentment archive provider must test the functioning of the Service before it is adopted.

The Presentment archive provider is liable to ensure that the Additional information is available and shown to the Customer through the Service without interruption 24 hours a day, seven days a week, excluding short breaks caused by servicing, maintenance, updating, disruptions or for other corresponding reasons.

The Customer must have the option to save the Additional information of an e-invoice in the Presentment archive on the Customer's own computer or to print it throughout the period for which the Presentment archive provider must store the Additional information.

The Presentment archive provider must ensure that the e-invoice link and the Additional information it contains are available and displayed to the Customer unchanged for a period of 24 months. No changes are allowed to the Additional information relating to an individual e-invoice that is stored and displayed in the Presentment archive after the Sender has delivered it to the Presentment archive provider or the e-invoice has been sent to the Bank.

4. The Bank's main duties

The Bank reserves a delivery time for the initiation of the Service.

The Bank is responsible for ensuring that the Service is available 24 hours a day, seven days a week, excluding short breaks caused by servicing, maintenance, updating, disruptions or for other corresponding reasons.

However, the Bank does not guarantee that the Service is available without interruptions. The Bank is entitled to interrupt the provision of the service due to a known technical disturbance, software updating, maintenance, alteration work or for other corresponding reasons.

The Bank is responsible for the data security, functioning, development and maintenance costs of its own service and data systems.

When an e-invoice containing an e-invoice link arrives, the Bank checks the validity of the Presentment archive provider's agreement. If there is no valid agreement on the use of the service between the Presentment archive provider and the Bank, or the e-invoice has an incorrect Presentment archive identifier, the e-invoice is delivered to the Customer via the Bank's Netbank service as normal but no e-invoice link is formed.

The Bank does not examine the Additional information to be displayed through the Service, unless it is necessary due to a possible disruption, an action in breach of the agreement or law or for some other corresponding reason. The Bank is not liable for any damage arising from the Additional information being incorrect, untimely, in breach of the agreement or the law or for some other corresponding reason.

For the sake of clarity is stated that the bank is not the controller of the register of personal data related to additional information in the Presentment archive.

5. Service fees

The Service is not subject to charge.

6. Complaints concerning the Service

The Presentment archive provider must ensure that there are appropriate instructions on the Service for the Customer and appropriate customer support. The Presentment archive provider must notify the Bank of the Bank's error relating to operations under the service agreement and its possible related claim in writing without delay and no later than three months from the formation of the e-invoice link.

7. The Bank's right to interrupt the provision of the service

The Bank is entitled to interrupt the use of the Service without advance notice if the Bank has justified reason to suspect that the Service is used for fraudulent, unethical or illegal purposes or purposes in breach of the service agreement or in a manner that may cause damage to the Bank's, its customers' or third parties' data security or business or may otherwise endanger their rights. The Bank is entitled to interrupt the use of the Service if the Presentment archive provider is declared bankrupt or placed in corporate restructuring or liquidation or applies for composition proceedings. The Bank is not liable for any indirect or direct damage if the Bank prevents the use of the Service for such a reason.

8. Limitations of the Bank's liability

The Bank is not liable for any indirect and consequential damage caused to the Presentment archive provider due to disruptions and errors in the provision of the Service. The Bank is not liable for any damage if the e-invoice link cannot be formed or the Service cannot be provided due to the Presentment archive's deficient identifier or some other matter that is the responsibility of the Presentment archive provider or Sender.

The Bank is not liable for indirect or consequential damage caused to the Sender, the Customer or a third party, such as unrealised profit or income, loss of income, taxation consequences, loss of interest or other similar damage, that the Bank could not have foreseen within the limits of reason.

The Bank is not liable for any damage arising from the actions of the Sender, the Customer, the Presentment archive provider or a third party. Third parties are the Material handler, telecommunications operator or teleoperator, IT service centre, another bank or other parties relating to the handling of invoice files.

The Bank is not liable for that part of the information included in the e-invoice or Additional information may have been left unprocessed if the Customer receives the e-invoice files in a different format than the one in which it was sent to the Bank.

The Bank is not liable for any damage arising from the formation of the e-invoice link or the display of the Additional information shown through it being prevented or delayed due to a force majeure or some other corresponding reason causing unreasonable difficulties in the Bank's operations. Such obstacles that discharge the Bank from liability can include:

- action taken by the authorities,
- war or the threat of war, insurrection or civil unrest,
- disruption of postal services, automatic data processing, data transfer, and other electronic communication or electric power transmission beyond the Bank's control,
- interruption or delay in the Bank's operations due to a fire or other accident, or
- industrial action, such as strike, lockout, boycott or blockade regardless of whether the Bank is involved or not.

A force majeure or other circumstance mentioned above encountered by the Bank or a sub-contractor used by the Bank entitles the Bank to interrupt the provision of services and the execution of orders until further notice.

9. Amendment of the agreement

The Bank is entitled to amend these general terms and conditions. Changes will enter into force within one (1) month at the earliest from the Bank's notification of the amendment to the terms and conditions. The Bank notifies of such amendments as a message displayed in the service, on its website or in writing.

10. Entry into force, validity and termination of the agreement

The agreement is in force until further notice, unless otherwise separately agreed.

A contracting party can terminate the agreement with immediate effect if the other party has materially breached the terms and conditions of this agreement. The Bank is always entitled to rescind the agreement if the operations of the Presentment archive provider are not in compliance with the law, decrees, authoritative orders or good practice.

Neither party is entitled to receive compensation or indemnity from the other party based on termination in compliance with the agreement terms and conditions.

11. Applicable law and settlement of disputes

This agreement is governed by Finnish law. Any disputes arising from this agreement will be settled at the Helsinki District Court.