

1. General and scope of application

In the e-invoice link service the Sender can insert a link to an e-invoice it sends to a consumer customer. A consumer customer can use the link for viewing documents relating to the e-invoice in a Presentment archive outside Netbank. The purpose of the Presentment archive is to store documents and display them to the Customer.

The Sender must conclude an agreement with the company maintaining the Presentment archive on storing the additional information of an e-invoice and displaying it to the Customer. The Sender can also provide the Presentment archive service, in which case the Sender shall agree on the use of the presentment archive in the roles of Sender and Presentment archive provider.

The sole purpose of the Service is to display the Additional information relating to an e-invoice delivered to the Presentment archive by the Sender. The Sender undertakes to ensure that the Customer is not given an opportunity to perform legal acts, such as changes to customer information, orders or purchase transactions, through the Presentment archive and that the information is not used for any other purpose than what is specified in this agreement and that the Customer information is not forwarded to any third party.

The Presentment archive provider and the Sender mutually agree on the delivery of additional information to the Presentment archive.

The Presentment archive provider concludes agreements on the use of the e-invoice link 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 network 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 Sender

The Service is intended for consumer customers only. If the Sender sends e-invoices complying with the Service to corporate customers through the Bank, the Bank is entitled to charge the Sender a fee according to the Service.

The Sender must deliver the Additional information to the Presentment archive in accordance with the service description. The Sender is responsible for ensuring that the Additional information is delivered to the Presentment archive and is displayed there in compliance with these terms, the law and good practice. The Sender is responsible for ensuring that the Additional information is correct and timely and is linked to the right e-invoice.

The Sender is responsible for the technical implementation, functioning and data security of the data systems it uses and for costs arising thereof and for ensuring that information concerning the Customer does not fall into the hands of a third party.

The Service may only be used for displaying Additional information relating to a specific e-invoice. Information on the Customer received through the Service may not be used for any other purpose than operations in compliance with this agreement. The Sender is liable for damage if the Customer information received through the Service is used for a purpose other than specified in these terms and conditions. The Customer information received through the Service cannot be used to identify the Customer in third services.

The Sender is responsible for testing the functioning of the e-invoice link and the Presentment archive before the Service is adopted.

The Sender is responsible for ensuring 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 other similar reasons.

In its agreement with the Presentment archive provider the Sender must ensure that the Customer has the option to save the Additional information relating to an e-invoice in the Presentment archive on the Customer's own computer or print it for a period of 24 months from the formation of the e-invoice link.

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 other similar 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 similar 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 e-invoice link 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 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 the law or for some other similar 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. Prices

The Service is subject to charge in accordance with the Bank's tariff.

6. Complaints concerning the Service

The Sender must ensure that there are appropriate instructions on the Service for the Customer and sufficient customer support. The Sender 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 Service

The Bank is entitled to interrupt provision 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 provision of the Service if the Sender 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's liability for possible damages caused to the Sender is to equal, at the most, the amount of service fees charged on the Service during 12 months.

The Bank is not liable for any indirect and consequential damage caused to the Sender 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 any indirect or consequential damage caused to the Sender, the Customer or a third party, such as ungained 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 file 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 impediment discharging 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 supply 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.

Both contracting parties are entitled to give notice on this agreement to end within one (1) month from sending a written notice.

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 Sender 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.