

## 1. General remarks and scope of application

E-invoice is a service through which Customers can send and receive e-invoices and other Finvoice messages by using an agreed Electronic Banking channel such as Netbank or file transfer service. The service is based on the Finvoice Forwarding Service developed by the Federation of Finnish Financial Services and on related documentation.

These terms and conditions will be applied to the agreement the Customer and Nordea Bank Abp have made on the e-invoice service. Depending on the agreement, Nordea Bank Abp will act either as the Sender's Service Provider, the Receiver's Service Provider or as both. The currently valid Service Description will be applied to the Service.

A prerequisite for the use of the Service is that the Customer has agreed on usage of an Electronic Banking Channel with the Bank.

The Service is intended for companies, corporations and entrepreneurs. E-invoices and Direct Payment Messages can also be transmitted to consumers. The service terms and conditions intended for consumers will be applied to the reception of e-invoices by consumers.

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

## 2. Definitions

**Material Handler** is a party authorised by the Customer retrieving and/or sending the Finvoice messages from the Bank's service/to the Bank's service. The Material Handler can be e.g. an accounting firm or an operator.

**Customer** is a company or other corporate customer that has made a service agreement with the Bank. The Customer is the Sender and/or Recipient.

**E-invoice** is an invoice transmitted in electronic format.

**E-invoice to File Transfer** is a service offered by the Bank in which the Sender sends to the Bank electronic invoice files through file transfer.

**E-invoice from File Transfer** is a service offered by the Bank in which the Recipient receives from the Bank electronic invoice files through file transfer.

**E-invoice in Netbank** is a service offered by the Bank in which the Sender creates and confirms an e-invoice in Netbank or the Recipient receives an e-invoice in Netbank.

**E-invoice address** contains either the Recipient's or the Sender's unique address and the Service Provider's identifier (BIC).

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

**Invoicer Notification** is a message in the format determined in the Federation of Finnish Financial Services' Finvoice implementation guidelines by which the Sender declares that it is able to send consumers' e-invoices and Direct Payment Messages and requests consumers to notify it of their Reception Addresses.

**Attachment Message** is a message related to the Finvoice Message in the format determined by the Federation of Finnish Financial Services' Finvoice implementation guidelines. The Attachment Message includes one or more attachments

specifying the data content of the e-invoice.

**Sender** is the party that sends e-invoices to its service provider to be forwarded to its customers. Instead of the Sender, the e-invoice can also be sent by a Material Handler authorised by the Sender. Only companies or other corporate customers can act as senders.

**Sender's Service Provider** is the service provider that belongs to the Finvoice Forwarding Service and to which the Sender delivers the e-invoice or other Finvoice message to be forwarded.

**Nordea Group** comprises Nordea Bank Abp and companies and other corporations in a direct or indirect group relationship with it at any given time.

**Operator** is an e-invoice operator with which the Bank has agreed on the transmission of e-invoices. Through the Service the Customer can send e-invoices to the Operator's companies or other corporate customers and/or receive e-invoices from them.

**Service** refers to E-invoice in Netbank, E-invoice to File Transfer or to E-invoice from File Transfer. The Service includes the forwarding of Finvoice messages and related additional services in the scope determined by the currently valid Service Description. The Service covers those versions of Finvoice that the Bank announces it supports in the Service Description.

**Bank** refers to Nordea Bank Abp.

**Direct Payment Service** is a payment service based on e-invoice to a consumer Recipient.

**Direct Payment Message** is an electronic invoice copy corresponding to an invoice addressed to the Recipient and delivered to the Bank as a Finvoice message to be processed in the Direct Payment Service.

**Service Description** refers to the currently valid description of the Service and the additional services.

**Electronic Banking Channel** is an electronic banking channel provided by the Bank, such as file transfer or Netbank.

**Recipient** is a company, corporation or private person that has agreed with the Sender and its/his/her service provider on receiving e-invoices and whose Reception Address is on the e-invoice. Recipient can also refer to a private person using the Direct Payment Service.

**Recipient's Service Provider** is the service provider belonging to the Finvoice Forwarding Service to which the Sender's Service Provider delivers the e-invoice or other Finvoice Message and makes it available to the Recipient.

**Reception Notification** is a notification in the Finvoice Message format in which the Recipient declares that it/he/she is willing to receive invoices to the Reception Address given in the message or that it/he/she no longer wants to receive invoices from the Sender to the Reception Address.

**Reception Address** is the Recipient's E-invoice Address on the basis of which the e-invoice will be made available to the Recipient or on the basis of which a Direct Payment Message will be matched.

**Netbank** is a set of services provided by the Bank for its Customer. Through the service the Customer can use banking services or related services of other service providers with a remote communication method based on the Internet network or other data transfer network.

### **3. Forwarding of files**

Through the Service the Customer can send and receive e-invoices or other Finvoice Messages from the Bank, other service providers belonging to the Finvoice Forwarding Service and from the Operators' customers.

Customers may nominate a Material Handler for forwarding e-invoices. The Customer must name the Material Handler it intends to use.

The terms and conditions on e-invoices are applied, as applicable, to the handling of Direct Payment Messages and other Finvoice Messages. The Bank is not obliged to forward such Finvoice Messages the forwarding of which has not been agreed upon with the Bank.

The Service includes the sending and reception of Attachment Messages as determined in the Service Description.

### **4. The Bank's main responsibilities**

#### **4.1 General**

The Bank will process and forward Finvoice Messages and Attachment Messages in the manner described in the Service Description as confidential material and maintain the content as it has been delivered to the Bank following the obligation of secrecy as referred to in the Credit Institutions Act. The Bank does not investigate the content of the Finvoice Message or Attachment Message it receives unless it is necessary for the functioning of the service or for some other similar reason.

The Bank may forward Finvoice Messages and Attachment Messages based on the Reception Address only.

An e-invoice will be available to the Recipient's Service Provider or Operator no later than on the second (2nd) banking day following its arrival to the Bank. If both the Sender's and the Recipient's Service Provider is Nordea Bank Abp, an e-invoice will be available to the Recipient on the banking day following its arrival to the Bank.

The Bank offers standard customer support for e-invoice investigations during the times mentioned in the Service Description or on its website.

#### **4.2 The Bank's main responsibilities towards the Sender**

The responsibility of the Bank on processing a Finvoice Message and an Attachment Message, if any, begins when the message has been forwarded to the Bank and ends when it has been available to the Recipient for the period of time determined in the Service Description, which is two (2) months at minimum, or it has been forwarded to the Recipient's Service Provider or been placed for retrieval by the Operator.

The Bank keeps the invoice files delivered to it one (1) month after the reception of the files.

The Bank is responsible for ensuring that the content of the Finvoice Messages or Attachment Messages remains unchanged when it is in the possession of the Bank.

The Bank returns a Finvoice Message or an Attachment Message to the Sender if the Bank does not identify the Recipient on the basis of the E-invoice Address given by the Sender or if there is

some other error in the message. An error in the Finvoice Message or the Attachment Message or some other reason for rejection cause both messages to become rejected.

Information on Finvoice Messages and related Attachment Messages that the Bank has not been able to forward on the basis of an insufficient Reception Address, for example, will be retrievable by the Sender no later than on the fourth (4th) banking day following the sending date of files. The Bank will make information on Finvoice Messages it has not been able to forward available to the Sender for a period of two months.

The Bank is not responsible for the Recipient being unable to receive and/or process a Finvoice Message or an Attachment Message.

#### **4.3 The Bank's main responsibilities towards the Recipient**

The Bank receives and keeps the e-invoice and any related Attachment Messages available to the Recipient (for example, available for retrieval or for handling in Netbank) for a period of time notified by the Bank, however, for at least two (2) months from the date on which the e-invoice and the Attachment Message, if any, were forwarded to the Bank. The Recipient is responsible for the handling of the e-invoice. After the storage period, the Bank is not liable to store an e-invoice delivered to the Bank or a related Attachment Message or to forward the e-invoice or the Attachment Message to the Recipient in some other format.

The Bank is not liable to inform the Recipient when the e-invoice and the related Attachment Message, if any, will be available.

The Bank is not responsible for the content, correctness or justification of e-invoices or Attachment Messages.

### **5. The Sender's main obligations and responsibilities**

#### **5.1 General**

The Customer is liable to ensure that the Service meets the requirements that the Customer is obliged to comply with in its invoicing.

The Sender is responsible for forwarding Finvoice Messages and Attachment Messages to the Bank. The Bank is not liable to process other messages than Finvoice Messages and Attachment Messages in accordance with the Finvoice implementation guidelines and the Service Description.

The Sender must agree with the Recipient on a Reception Address to which the e-invoice and Attachment Message will be forwarded. The Sender may not send Finvoice Messages or Attachment Messages to a Recipient or other party that has not stated to be willing to receive them or that prohibits their sending.

The Sender is responsible for the content, correctness and justification of a forwarded e-invoice, Direct Payment Message, other Finvoice Message or Attachment Messages and for it following valid legislation and good practice.

The Sender must send reminders on paper.

The Sender may not use Attachment Messages to send files which do not comply with the Finvoice implementation guidelines or the Service Description. The Bank is entitled to reject Attachment Messages not complying with the Finvoice implementation guidelines or the Service Description. The Bank is also entitled to reject an Attachment Message if there is reason to suspect that it endangers the data security of the Bank, its customers or a third party or that it is against the law or contrary to good practice.

The Bank is entitled to inform the other service providers belonging to the Finvoice Forwarding Service, the Operators and their customers if the Bank has a justified cause to suspect that the Sender uses the Service for fraudulent, unethical or illegal purposes or for operations which are in breach of the service agreement.

The Sender must store the Finvoice Messages and Attachment Messages for possible re-forwarding for a period of time determined in the Service Description. The Sender must store the invoice files forwarded as Finvoice Messages or Attachment Messages in accordance with accounting regulations.

In case of possible interruptions or disturbances the Sender must be able to re-forward a Finvoice Message and an Attachment Message and have a back-up system for forwarding them.

The Sender undertakes to handle the Reception Addresses with care. The Sender is not allowed to surrender information on the Reception Addresses or other information disclosed by the Bank to any third parties or to use it for any other purpose than the purpose described in these terms and conditions and in the Service Description. The Sender undertakes to store information concerning the Recipients in accordance with good data processing practice and so that no third party can access them.

The Sender must ensure that it has sufficient customer support to handle claims and feedback on invoicing and that the contact information of customer support is available to Recipients.

The Sender ensures that it has the right to deliver an invoice and related information to the Recipient who has made the order on the e-invoice or Direct Payment matching the invoice.

## 5.2 Changes to an e-invoice and cancellation

Before sending cancellation messages, the Sender must ensure that the Recipient's Service Provider is capable of cancelling the consumer's e-invoice.

The cancellation of a single consumer e-invoice sent earlier is done by sending a cancellation message to the Bank corresponding to the original invoice. The Sender must inform the Recipient of the cancellation of the invoice.

## 5.3 Using a link in an e-invoice

The Sender may include links in an e-invoice in order to give information on the invoice or on the products it concerns in accordance with the Service Description. No confidential customer information, such as personal identity number, account number or card number, may be transmitted via a link.

The Sender is responsible for the links, their functioning and ensuring that the data security of the Bank, its customer or a third party is not endangered by the use of links. The links must be protected with encryption accepted by the Bank and the customer-specific information forwarded through them must be duly protected.

The Bank is entitled to prevent the use of links if they endanger secure transactions or if the content of the information shown via them does not comply with these terms and conditions, the Service Description, legislation or good practice.

## 5.4 Direct Payment

The Sender will send an invoice to a Recipient using the Direct Payment Service in the manner agreed on with the Recipient as well as an electronic invoice copy corresponding to the invoice as a Finvoice Message to the Bank. In an invoice addressed to the Recipient, the Sender must include a mention that an electronic

invoice copy of the invoice has been delivered to the Recipient's Service Provider to be processed as a Direct Payment. The Direct Payment Service is intended for consumer customers only.

Electronic invoice copies intended to be processed as direct payments must be sent to the Bank as Direct Payment Messages in accordance with the Service Description 365 banking days before the due date of the invoice at the earliest and 2 (two) banking days before the due date at the latest, so that the Bank can process the files or forward them as necessary to another Service Provider of the Recipient. A cancellation message concerning a direct payment must be delivered to the Bank four (4) banking days before the due date of the invoice.

If the invoice comprises several payments falling due at different times, a separate electronic invoice copy must be sent to the Bank of each payment, in which case only the first electronic invoice copy should be delivered to the Bank at the same time as the invoice to be delivered to the consumer. An electronic invoice copy must be delivered to the Bank of each payment falling due.

In direct payment, forwarding funds is based on a payment order given by the Recipient to its service provider and the funds will be transmitted as a credit transfer. The Recipient may cancel a payment order before the payment is debited in accordance with the terms and conditions of payment transmission or stop using the service by notifying its service provider of it.

The Sender may cancel an individual Direct Payment Message by sending a cancellation message concerning it to the Bank in a manner agreed on. The cancellation message will be matched with the invoice unless the Recipient has changed the details of the invoice or the payment order formed of it.

The grounds and contents of a receivable stated in an electronic invoice copy delivered to be processed as a direct payment must be correct and valid. If a credit transfer has been based on an unjustified or erroneous Direct Payment Message and if the Bank has refunded the funds debited to the Recipient's account to the Recipient or to the Recipient's Service Provider, or if it has not been possible to match a cancellation message related to a direct payment with a payment, the Sender will undertake to return the funds to the Bank upon its demand.

If the Sender does not deliver invoices to the Recipient and electronic invoice copies to the Bank, the Sender cannot refer to a delay in payment of a receivable that has been invoiced.

If the Sender stops sending invoices to be processed as direct payments, the Sender must notify the Recipient of it

## 6. The Recipient's main obligations and responsibilities

The Sender and the Recipient must mutually agree on using e-invoices and Attachment Messages. The Recipient will notify the Sender of its/his/her Reception Address for the reception of e-invoices and Attachment Messages. The Recipient must inform the Sender if the Reception Address changes or if the Recipient wants to suspend receiving e-invoices or Attachment Messages.

The Recipient accepts the reception of the e-invoice and an Attachment Message, if any, when the Bank has made them available to the Recipient. The Bank is not liable to forward the e-invoice or a related Attachment Message to the Recipient in any other format.

The Recipient is responsible for retrieving the e-invoice files from the Bank or for processing it in Netbank within the period specified in the Service Description.

The Recipient is responsible for keeping the e-invoice files in accordance with accounting regulations.

Without a separate payment order, the Bank is not liable to tend to the payment or other processing of an e-invoice.

Nordea's general terms and conditions for payment transmission valid at any given time will be applied to the payments based on e-invoices.

The recipient must make any reminders concerning the content of the e-invoice or a related Attachment Message directly to the Sender.

For disturbance situations, the Recipient must as a back-up arrangement have the possibility to process invoices delivered by the Sender to it in writing or in some other manner.

### **7 E-invoice by post**

At the Sender's request the Bank can print out an e-invoice and post it to the Recipient on paper in the manner described in the Service Description. The Bank is entitled without a separate notification to print out and post the e-invoice to the Recipient if it is not possible to transmit the invoice electronically due to an error in the invoice file.

The Bank is not responsible for the delivery of the e-invoice after it has printed it out and left it to be delivered by the post.

### **8. Notification Service of Reception Addresses**

Notification Service of Reception Addresses is a supplementary service of the Service through which the Bank forwards Invoicer Notifications to the disposal of Recipients and Reception Addresses given by Recipients to the disposal of Senders for the delivery of Finvoice messages.

The Sender will send an Invoicer Notification to the Bank. The Sender is responsible for the correctness of the information it gives. The Bank will make the Invoicer Notification available to its recipient customers and to the Recipient's Service Provider offering Notification Service of Reception Addresses on the basis of this service provider's notification service address provided by the Sender.

The Recipient's Service Provider offering Notification Service of Reception addresses will make the Invoicer Notification available to the Recipients in Netbank. The Recipient's Service Provider will keep the information sent by the Sender available to the Recipient until the Sender or the Sender's Service Provider declares that the information has changed or been deleted. However, the Recipient's Service Provider is entitled to remove the Invoicer Notification if it has a justified cause to suspect that the Sender's operations are illegal, against good practice or in breach of the service agreement or if the use of the Service is terminated.

The Bank will make the Reception Notifications and their changes sent by the Recipients available to the Sender. The Bank will make the Reception Notification available to the Sender in the format it has been forwarded to the Bank. The Bank will not check the Reception Notification.

The Reception Notification is considered delivered to the Sender once the Bank has made the notification available to the Sender. The Bank keeps the Reception Notifications available to the Sender for the period of time notified by the Bank, which must be two (2) months at minimum.

The Sender will ensure that the Reception Notifications and their changes are handled without delay after the Bank has made them available to the Sender.

If the Sender terminates the e-invoice service or changes its Material Handler, the Sender must deliver an Invoicer Notification on the change to the Bank before the agreement is terminated.

If the service agreement between the Sender and the Bank terminates, the Bank has the right to delete the submitted Invoicer Notifications on behalf of the Sender.

### **9. Availability of the service**

The Bank will announce the times the Service can be used in the Service Description. The Bank does not guarantee uninterrupted access to the Service.

The Bank is entitled to interrupt the provision of the Service for a known technical disturbance, software updating, maintenance, alteration work or for other similar reasons.

If the Bank is aware of an interruption in advance, it will inform the Customer of it within a reasonable time before the interruption starts.

The Bank will inform the Customer of unpredictable interruptions as soon as possible. The Bank is not liable to inform the Customer of interruptions the significance of which can be considered slight.

The notification can be delivered as a message appended to the electronic files, through an Electronic Banking Channel or on the Bank's website.

In case of interruptions, the Sender and the Recipient must agree on back-up arrangements for delivering the invoices.

### **10. Charges and fees**

The Customer will remit to the Bank fees for the use of the Service determined in the currently valid tariff of the Bank.

The Bank is entitled to debit the service fees to the Customer's bank account.

The Bank is entitled to revise the charges and fees in its tariff and to add new charges and fees by notifying the Customer of them at least one (1) month before the revision enters into force. The Bank notifies the Customer of a revision of prices by making the revised tariff available to the Customer in the Bank's places of business in Finland, on the Bank's website or by notifying the Customer of the revision through an Electronic Banking Channel or in writing.

### **11. Publishing the Customer's name**

The Bank, all the other companies belonging to the Nordea Group and other parties to electronic invoicing are entitled to publish the information that the Customer uses the Service or the information that the service agreement has been terminated. This information may be published on the Internet or in some other way.

### **12. Material Handler and other sub-contractors**

The Bank has the right to use sub-contractors. The Bank is responsible for the operations of its sub-contractors. Another financial institution or a party operating on behalf of another financial institution is not considered the Bank's sub-contractor.

The Customer is responsible for the operations of its Material Handler, its Operator or other sub-contractor. The Material Handler or the Operator is not the Bank's sub-contractor.

### 13. Bank secrecy

The Customer gives the Bank and all the other companies belonging to the Nordea Group an authorisation to disclose and handle information concerning the Customer within the Nordea Group and to surrender the information to any third party, if it is necessary for fulfilling the terms and conditions of the service agreement.

The Sender accepts that in the case of a single invoice the Bank and the Recipient's Service Provider are entitled to disclose the contact information of the Sender and the Sender's Material Handler (for example, Business Identity Code, name and address) to the Recipient.

The Recipient accepts that the Bank is entitled to disclose the Recipient's and/or the Recipient's Material Handler's Reception Address and contact information to the Sender, the Sender's Service Provider and Operator, the bank secrecy notwithstanding.

### 14. Amendments

The Bank is entitled to amend these terms and conditions and the Service Description. The Bank will announce such amendment to the general terms and conditions that will materially increase the Customer's obligations or reduce its/his/her rights and which does not arise from a legislative amendment, order of the authorities or changes in the inter-bank payment transfer system in writing or through an Electronic Banking Channel provided by the Bank. The Bank will notify its Customers of an amendment at least one (1) month before the amendment becomes effective.

The Bank announces any other amendment to the terms and conditions in its place of business or on its website. Such amendments become effective on the date stated by the Bank.

### 15 The Bank as a processor of personal data

The Bank acts as a processor of personal data on behalf of the Sender only when the Bank transmits the Sender's Finvoice messages, such as e-invoice or direct payment files, to other service providers belonging to the Finvoice Forwarding Service. The Bank only processes personal data to the extent required by the e-invoice service and in the manner set out in the Service Description.

The terms "controller", "personal data", "processor", "data subject" and other terms related to the processing of personal data used in clause 15 have been assigned specific definitions in the General Data Protection Regulation.

#### 15.1 The processor's obligations

If the Bank has reason to believe that (i) its duty as a processor prevents it from fulfilling its obligations towards the Sender, (ii) the Sender's guidelines violate the applicable law or (iii) a situation may otherwise lead to a violation of the Sender's obligations as controller, it shall notify the Sender of the matter immediately in writing.

The Bank shall assist the Sender in complying with its obligations concerning the safety of the processing of personal data, the conducting of assessments of the effects of data protection and, if necessary, concerning preliminary hearings by the supervisory authority.

#### 15.2 Safety of the processing

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Bank, as the processor, shall implement appropriate technical and

organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- a) the pseudonymisation and encryption of personal data;
- b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

If the Bank has accepted the procedural rules or certification, this can be used as a factor to demonstrate that the requirements set out in this section are complied with.

The Bank must execute the measures for ensuring that every natural person in a subordinate relationship with it that has access to personal data complies with the necessary confidentiality obligations and only processes data in the manner agreed in this agreement, unless required otherwise by applicable law.

#### 15.3 Personal data breach

As soon as the Bank becomes aware that a personal data breach has occurred, the Bank shall notify the Sender of the personal data breach in accordance with the applicable law without undue delay. The Bank shall assist the Sender, which is obliged to notify the supervisory authorities and, if necessary, the data subjects of the personal data breach.

The Bank must document all personal data breaches, including matters relating to the effects of the personal data breach, as well as the measures taken to address the breach. The supervisory authority must be able to verify through this documentation that the applicable law has been complied with.

#### 15.4 Policy

The Bank must maintain a policy of all processing activities performed on behalf of the Sender. The policy must comply with the requirements set out in the applicable law.

#### 15.5 Fulfilment of data subject's rights

Taking into account the nature of the processing, the Bank assists the Sender by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Sender's obligation to respond to requests for exercising the data subject's rights laid down in applicable law.

#### 15.6 Transfer of personal and customer data outside the EU/EEA

The Sender accepts that the Bank may transfer personal data outside the EU/EEA by using the standard contractual clauses approved by the European Commission or by using other protective measures laid down in the data protection regulations.

#### 15.7 Subcontractors

The Sender accepts that the Bank may use subcontractors. The Bank notifies of changes to its subcontractors in accordance with clause 16.

## 15.8 Inspection

In the scope set out in the mandatory personal data legislation, the Sender has the right to inspect the Bank and its subcontractors by enlisting a third party to carry out the inspection. This right of inspection includes the obligation to provide all information necessary for demonstrating compliance with the General Data Protection Regulation.

## 15.9 Erasure or return of data

The Bank shall erase all personal data or, should the Sender choose so, return them to the Sender once the services related to the personal data have been provided, and erase all existing copies, unless Union law or the legislation of a Member State requires that the personal data be stored.

## 16. Amendments

The Bank is entitled to amend these terms and conditions and the Service Description. The Bank will announce such amendment to the general terms and conditions that will materially increase the Customer's obligations or reduce its/his/her rights and which does not arise from a legislative amendment, order of the authorities or changes in the inter-bank payment transfer system in writing or through an Electronic Banking Channel provided by the Bank. The Bank will notify its Customers of an amendment at least one (1) month before the amendment becomes effective.

The Bank announces any other amendment to the terms and conditions in its place of business or on its website. Such amendments and revisions become effective on the date stated by the Bank.

## 17. Immaterial rights

Copyrights related to the realisation of the Service and other incorporeal rights belong to the Bank or to some other party notified by the Bank. As far as the incorporeal rights of the Finvoice Forwarding Service are concerned, the description of the forwarding service will be applied.

## 18. Notifications

When the Bank sends the Customer a written notification, the Customer is regarded as having received it no later than on the seventh (7th) day following the dispatch, if it was sent to the address given to the Bank by the Customer or to the address recorded in the Trade Register.

If the Bank makes a notification to the Customer in the form of a message included in invoice files made available to the Customer, or as a message included in an Electronic Banking Channel, the Customer is regarded as having received the notification on the day it was made available to the Customer in the Service or in the Electronic Banking Channel.

The Customer must without delay inform the Bank in writing of changes in its/his/her name or address data and other information essential for the Service.

## 19. Complaints regarding the Service

The Customer must without delay inform the Bank in writing of the Bank's error concerning the Service and of its/his/her possible claims related to this error. This must be done no later than within three (3) months of the date on which the files in question were delivered to be forwarded by the Bank.

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

The Bank is entitled to interrupt provision of the Service if it has justified reason to suspect that the Service is used for fraudulent, unethical or illegal purposes or for 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.

## 21. Limitations on the Bank's liability

If the forwarding of a Finvoice message is prevented for a reason attributable to the Bank, it is only liable to compensate the reasonable handling costs related directly to the Bank's error.

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

The Bank is not liable for damage attributable to the activities of the Customer or a third party.

The Bank is not liable if the Recipient receives the e-invoice files in a different format than it was sent to the Bank and as a result part of the information included in the e-invoice may be left unprocessed. The Bank does not change the data content of an e-invoice.

The Bank is not responsible for default consequences caused to the Recipient by the fact that the Recipient does not accept the invoice or gives the order for payment concerning it late or with changed payment details.

The Customer must take reasonable measures in order to limit any loss it faces. If the Customer neglects to do this, the customer is liable for the loss in so far that the Customer has failed to take reasonable measures to limit the loss.

Damages payable to the Customer based on actions in breach of law or an agreement can be conciliated, if the damages are unreasonable taking into consideration the reason for the breach, the Customer's possible contribution to the loss, the fees paid for the Service, the Bank's possibilities to anticipate and prevent the loss and other circumstances.

## 22. Force majeure

The Bank is not liable for damage arising from non-delivery or delay of or disturbance concerning Finvoice Messages due to a force majeure or other similar reason that unreasonably hinders the Bank's operations. Examples of such impediments potentially relieving the Bank of liability include

- action taken by the authorities
- war or threat of war, insurrection or civil unrest
- disruption of postal services, automatic data processing, data transfer and other telecommunications or electric power transmission beyond the Bank's control
- an interruption or delay in the Bank's operations caused by a fire or other accident
- 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.

The Bank may postpone its operations or the fulfilment of its obligations in a situation referred to in this clause of the terms and conditions which prevents the Bank from operating or fulfilling its obligations in accordance with the service agreement.

### 23. Assignment of the agreement

The Customer may not assign its rights and obligations under the service agreement to any third party without the Bank's written consent.

The Bank is entitled to assign its rights and obligations under the service agreement to a company belonging to the Nordea Group.

### 24. Entry into force and termination

The service agreement will be in force until further notice.

Both parties are entitled to terminate the service agreement with one (1) month's period of notice.

The Bank is entitled to terminate the service agreement with immediate effect by informing the Customer of this if

- the Customer has essentially breached the terms and conditions of the service agreement
- the Bank has justified reason to assume that the Customer cannot fulfil its/his/her obligations under the service agreement or under some other agreement towards the Bank or some other company belonging to the Nordea Group and the situation is expected to last for more than two (2) weeks, or
- the Bank has justified reason to suspect that the Service is used in illegal operations.

Despite the giving of notice, the service agreement will remain in force until the Bank has had reasonable time to terminate the Service.

If the service agreement is terminated during a period for which the Customer has already paid a fee, the Customer is not entitled to a refund.

### 25. Applicable law and place of jurisdiction

The service agreement is subject to Finnish law.

Any disputes arising from the service agreement will be settled at the Helsinki District Court.

However, the Bank is always entitled to bring disputes concerning the service agreement to be heard by another competent court.