

# Terms and conditions for Finnish e-invoice service for corporate customers

Valid from November 2020

These terms and conditions are applicable between the Bank and the Customer for handling Finnish E-invoices, other Finvoice messages and E-invoice attachments sent and/or received by the Customer through an electronic banking connection.

The Customer and the Bank (Danske Bank A/S, Finland Branch) agree on the implementation of the service as specified in an agreement on web bank (corporate web bank - District), a user authorisation agreement, or an agreement on material transmission service.

If the Customer authorises a third party to use the services stated in the agreement on its behalf, the terms and conditions of this agreement shall be binding also upon the said third party.

In addition to these terms and conditions, the currently valid

- Terms and Conditions for Electronic Communications
- General Terms and Conditions for Euro Denominated Payments Transmitted within the Single Euro Payments Area
- General Terms and Conditions for Outgoing and Incoming Currency Payment Transmission
- General Terms and Conditions for District
- General Terms and Conditions for material transmission service will be applied as appropriate.

In addition, the terms and conditions and description of the Finvoice transmission service and implementation guidelines drawn up Finance Finland, are also applied to the service.

These are available on the web pages of the Finance Finland [www.finanssiala.fi/finvoice](http://www.finanssiala.fi/finvoice).

## 1. Definitions

### Attachments in District

means a file that has been attached to an E-invoice. The files attached to the E-invoice can generally be viewed as a link in an E-invoice.

### Attachment via file transfer

means a file that has been attached to an E-invoice and is sent in a separate Finvoice attachment message.

### Automatic acceptance of E-invoices for corporates

means a service, where the incoming E-invoices to the company will be debited automatically from the company's account.

### Bank

means Danske Bank A/S, Finland Branch.

### Bank of the Invoicing Party

means the bank to which the invoicing party sends an E-invoice, any other Finvoice message or attachments for further transmission.

### Cancellation feature

means a feature by which the invoicing party may cancel the Consumer's E-invoice or direct payment in total before the payment has been credited.

### Consumer

means an individual who uses the E-invoice Service and who has agreed on receiving E-invoices to his/her own web bank or Direct Payments mainly not related to entrepreneurship or business activities.

### Corporate web bank

means an internet based web service offered by the Bank through which the Customer and the user of the service may receive account information, pay invoices and give other orders to the Bank.

### Customer

means a corporate entity with an E-invoice Agreement with the Bank.

### Direct payment

means a payment which is intended for Consumers who do not receive Consumer E-invoices to their web bank. In the case of a Direct Payment, the invoicing party will send the actual invoice to the payer of the invoice. The Invoicing Party shall also send the Bank an electronic copy of the invoice in Finvoice format.

### Duplicate

means a copy of a sent or received E-invoice, which the Bank has created. The sender/Receiver of the E-invoice authorises a third party to retrieve the duplicates of the E-invoices.

**E-invoice**

Means an invoice which is intended to be delivered in Finvoice format to the web bank of the Receiver or via the material transmission service.

**E- invoice address**

means an E-invoice address identifying the sender and the Receiver of E-invoices, attachments or other Finvoice messages

**E-invoice service**

means Danske Bank's service to send/receive E-invoices, other Finvoice messages and attachments. A Customer and the Bank shall agree in writing on E-invoice service.

**Finvoice message**

means a message in the format determined in the Finance Finland's Finvoice implementation guidelines.

**Invoicing party**

means a Customer who delivers an E-invoice, other Finvoice messages or attachments to its own bank for further transmission.

**Material transmission service**

means a service produced by the Bank, in which a corporate Customer transmits material as stated in the Agreement on material transmission service to the Bank, or to another service provider, and retrieves it from the data system of the Bank or the service provider.

**Receiver**

means a Customer who is able to receive an E-invoice, other Finvoice message or attachments in the web bank, in the Corporate Web Bank or via the Material transmission service.

**Receiver's bank**

means the bank to which the sender or the sender's bank delivers an E-invoice, other Finvoice message or attachments.

**Reception address**

means the address identifying the Receiver and the identifier of the Service Provider. In the web bank and the Corporate Web Bank, IBAN issued as the identifying address. The international bank identifier (BIC) is used as the bank's identifier. In the material transmission service also the OVT ID can be used as the identifying address.

**Recipient's Service Provider**

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

**Web bank**

means the Bank's Consumer web bank.

**2. Transmission of e-invoices service**

**2.1 Description of the service**

Using the E-invoice service, the invoicing party can use the following transmission facilities in the Bank's electronic business channels:

- Send E-invoices to other companies or to Consumers as well as to Customers of other banking groups and e-invoicing operators
- Send direct payments to Consumers
- Send E-invoices to the printing service, which prints the invoice and mails it in paper format
- Send attachment messages via material transmission service
- Handle notification messages

In the transmission of E-invoices service messages, the Bank shall apply, as appropriate, the description and the terms and conditions of the Finvoice transmission service drawn up by the Finance Finland. The document is available at [www.finanssiala.fi](http://www.finanssiala.fi)

**2.2 Implementation of the transmission of E-invoice service**

The Bank and the Invoicing Party agree on an E-invoice address, which the invoicing party shall use for sending E-invoices, attachments and other Finvoice messages to the Bank. The Invoicing Party shall make the necessary amendments to its own systems for sending material in Finvoice format.

**2.3 Sending E-invoices to Consumers**

When the Invoicing Party starts sending E-invoices to Consumers, the data of the Invoicing Party is added to the list of invoicing parties in the web banks of different monetary institutions. For this purpose, the Invoicing Party sends the Bank a senderinfo message for each separate bank. The senderinfo message shall contain the Invoicing Party's notice of its readiness to send E-invoices. The Consumer is informed of the company's readiness to send E-invoices when he/she pays an invoice in paper format in the Web Bank.

The Consumer may view the names of all invoicing parties of E-invoices also in a separate list on invoicing parties in the Web Bank. The Invoicing Party itself can also notify its customers of its readiness to invoice in the E-invoice format. The Bank will place the Consumer's info regarding his/her readiness to pay E-invoices to be retrieved by the Invoicing Party in the Material transfer service or in the corporate web bank [District].

#### 2.4 E-invoice printing service

In the E-invoice printing service, the Invoicing Party sends the Receiver the electronic invoice material in paper format. The material is sent to the Bank in the manner described in E-invoice Service Description. The Receiver of the invoice can principally be domestic companies and private persons. The invoices will be printed in black and white format in size A4 without the invoicing party's logo. The Bank prints the invoices and puts them into envelopes and sends the material in normal paper format as an Economy class letter, the delivery terms of which are determined in the terms and conditions of mailing services.

#### 2.5 Sending Direct Payments to Consumers

The invoicing party shall notify the banks in senderinfo-message that it uses the Direct Payment service. In the service the Invoicing Party sends the invoice to the Consumer and an electronic copy of the invoice to the Bank. The invoice shall contain a notification stating that the invoice has been sent to the Direct Payment service for handling. The payer's bank executes the account transfer on behalf of the Customer as stated in the invoice copy following the mandate made by the Customer, automatically on due date.

##### 2.5.1 Printing service for Direct Payments

By using the Bank's printing service, invoices can be sent to Consumers by transmitting the Direct Payments to be printed to the E-invoice address of the printing service for Direct Payment invoices notified by the Bank. At the same time as sending the material containing the printing material on Direct Payments, the invoicing party shall send an electronic invoice copy to the Bank to be handled by it.

The invoice will be printed in black and white format in size A4 without the invoicing party's logo. The Bank prints the invoices and puts them into envelopes and sends the material in normal paper format as an Economy class letter, the delivery terms of which are determined in the terms and conditions of mailing services.

#### 2.6 Availability of the E-invoice and Direct Payment invoice printing service

The cut-off times of each banking day prior to which the material shall be received by the Bank are determined in the Bank's description of the service. Material sent later will be handled on the following banking day.

#### 2.7 Duties and responsibilities applicable to the E-invoice and Direct Payment printing service

The Invoicing Party is responsible for the content, authenticity and justification of the invoice. The Invoicing Party shall ensure that the invoice contains the details necessary for the mailing. The Bank shall not amend received material and will not check the content of the invoice.

### 3. Additional services

#### Cancellation feature

The Invoicing Party sends the Bank an E-invoice cancellation. The cancellation shall be sent to the Bank no later than four (4) banking days prior to the due date of the original invoice. A notice of cancellation received later cannot be directed to the payment order. Neither can a cancellation notice be directed to the original invoice in case the E-invoice has been paid prior to due date, or if the payer has changed the payment order.

#### 3.2 Duplicate of E-invoices service

A duplicate of an E-invoice gives the invoicing party a possibility to authorise a third party to retrieve duplicates of sent or received E-invoices.

#### 3.3 E-invoice attachment service in District

The attachment service allows the invoicing party to send attachments to an E-invoice to a Receiver having the readiness to receive them. The Bank is not responsible for the content of the attachment. The Invoicing Party and the Receiver are responsible for having the readiness to handle attachments in the manner required by the data security rules at any given time.

The use of the service requires a separate agreement with the Bank.

The Receiver can retrieve the attachments 45 days after the due date of the E-invoice. The Receiver can view, print or save the attachments using his/her own devices.

### 3.4 E-invoice attachment service via files

E-invoice attachments are sent in an attachment message and the message may include up to ten attachments. Attachments can be used to transfer information that is necessary for verifying the E-invoice but impossible to include in the E-invoice message itself. The attachments may not be used to promote products or services.

Sending attachments requires a separate agreement with the Bank.

The Bank will process and forward 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 E-invoice or attachment message it receives, unless it is necessary for the function of the service or for some other similar reason.

The Bank is not responsible for the Receiver being unable to receive and/or process an attachment message.

The Bank returns an E-invoice and attachment message to the Invoicing Party if the Bank does not identify the Receiver on the basis of the E-invoice Address given by the Invoicing Party or if there is some other error in the message. An error in the E-invoice or in the attachment message or some other reason for rejection cause both messages to become rejected.

Information on E-invoice and related attachment messages that the Bank has not been able to forward will be retrievable by the Invoicing Party no later than on the fourth (4th) banking day following the sending date of files.

The Bank receives and keeps the E-invoice and any related attachment messages available to the Receiver, for at least 45 days from the date on which the E-invoice and the attachment message were forwarded to the Bank.

The Bank is 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 reason to suspect that the Invoicing Party uses the Service for fraudulent, unethical or illegal purposes or for operations which are in breach of the service agreement.

## 4. Receipt of e-invoices, attachments and other finvoice messages

### 4.1 Description of the service

Using the service Receiver can receive E-invoices or copies of E-invoices, attachments or other Finvoice messages

- in the corporate web bank, or
- via the material transmission service.

### 4.2 Implementation of the service

The Receiver agrees with the Bank on the receipt of E-invoices, attachments and other Finvoice messages via the material transmission service or in the Corporate Web Bank.

In the Corporate Web Bank the Bank's Reception Address for E-invoices and other Finvoice messages is the Bank's account number in IBAN format and Danske Bank's international bank identifier DABAFIHH. In the material transmission service the reception address can also be the company's OVT ID.

For the invoicing, the Receiver notifies the invoicing party of the company's reception address. The Receiver can stop receiving E-invoices by informing the invoicing party accordingly.

### 4.3 Receipt of E-invoices, attachments and other Finvoice messages

The Invoicing Party shall not send E-invoices, attachments and other Finvoice messages to a Receiver who has not notified that it will receive them or who forbids receiving them. However, the Bank is not responsible for the Invoicing Party's actions and is not obligated to supervise if the Invoicing Party complies with the agreements entered into with the Receiver.

The Invoicing Party is responsible for the transmission of E-invoices, attachments and other Finvoice messages to the Receiver's Corporate Web Bank or to the material transmission service. An E-invoice or other Finvoice message is deemed to have arrived in the Receiver's Corporate Web Bank when the invoicing party has transmitted the E-invoice or other Finvoice message to the Receiver's Bank and the Bank has placed the E-invoice or other Finvoice message in the Receiver's Corporate Web Bank to be paid and/or viewed by the Receiver. An E-invoice is deemed to have arrived to the material transmission service of the Receiver when the Invoicing Party has sent the E-invoice, attachment or other Finvoice message to the Bank and the Bank has placed it for retrieval. Neither the Invoicing Party nor the Bank is obligated to deliver an invoice transmitted in E-invoice format to the Receiver in any other format.

#### 4.4 Availability of E-invoices, attachments and other Finvoice messages

The Bank is responsible for ensuring that the E-invoice and other Finvoice message can be handled by the Receiver in the Receiver's Corporate Web Bank or in the material transmission service no later than on the second (2) banking day following its arrival in the Bank.

The Bank stores the E-invoice and other Finvoice message available for the Receiver in its Corporate Web Bank and in the material transmission service at least 45 days from the date it has been delivered to the Bank. After the storage period the Bank is not obligated to store an E-invoice delivered to the Bank or to deliver it to the Receiver in any other format.

The Bank shall store the attachments to an E-invoice at least 45 days from the due date of the E-invoice. After the storage period the Bank is not obligated to store the attachments to E-invoices.

Depending on the Invoicing Party, an E-invoice can also be kept available for the Receiver solely on the server of the Invoicing Party, where the Receiver can browse its own E-invoices and their specification and other data through a link in the own Corporate Web Bank of its own company, or through a link in the E-invoice retrieved via the material transmission service. In such cases the sender of the E-invoice is responsible for keeping the E-invoice available, for its storage and the storage time.

#### 4.5 Payment of E-invoices

The Receiver can check an E-invoice and approve it for payment in District. If the Receiver does not approve the E-invoice for payment, the amount of the invoice will not be debited from the Receiver's account. A Receiver using the material transmission service can pay the E-invoice via the material transmission service.

Payments based on E-invoices are transmitted as account transfers. A payment cannot be cancelled after it has been debited from the Receiver's account. The Bank applies the valid general terms and conditions for payment transfers on its payment transfers. The Bank is not obligated to execute the payment of an E-invoice without a separate payment order.

The Bank is not liable for damages caused by non-payment of an E-invoice by the Receiver, by late payment of invoices or for damages caused by amended payment data.

Other account holders or users authorised by the Receiver who are entitled to use the Receiver's account in their own Corporate Web Bank and/or execute account transfers may

in addition to viewing account transactions also view the contents of E-invoices paid from the account and/or E-invoices transmitted for payment from the account.

#### 4.5.1 Automatic payment of E-invoices

When using the service, the E-invoices sent by Invoicing Parties will be debited automatically from the payer's account. We require that a separate account for the use of the service has been opened in the name of the customer.

When the Bank receives an E-invoice from an Invoicing Party to the customer's web bank, the Bank presumes that the payer has given the Invoicing Party his own E-invoice Address for the receipt and automatic debiting of E-invoices. The payer shall check the received E-invoices and the debited payments.

The payer can change or delete a payment prior to due date, if he so requires.

The payer defines the Invoicing Parties from whom he accepts to receive E-invoices to be paid automatically, and is obligated to ensure that the E-invoice Address does not become known to any unauthorized party.

#### 4.6 Payment of Direct Payments

Payments based on Direct Payments are transmitted in the form of account transfers. A payment cannot be cancelled after it has been debited from the Receiver's account. The Bank will apply the general terms and conditions for payment transfers valid at the time in question on the payment of Direct Payments. The Bank is not obligated to execute the payment of a Direct Payment without having received a separate payment order. The Bank is not responsible for Direct Payments not having been paid by the Receiver, for late payments of invoices, or for damages caused by amended payment data.

#### 4.7 Duties and responsibilities applicable to the service on receiving E-invoices

An E-invoice sent by the Invoicing Party is based on a legal transaction between the Receiver and the sender in which the Bank is not involved. The Bank transmits the E-invoices and other material delivered by the invoicing party in their original format without checking the contents of the material or its grounds.

The Invoicing Party is responsible for the content, correctness, correct timing and legitimacy of the E-invoice sent to the Receiver.

The Receiver shall check the E-invoice before it is paid. The Receiver shall make any complaints concerning the E-invoice or related attachment to the Invoicing Party.

## 5. Other terms and conditions

### 5.1 Service charges and fees

The Customer is liable to pay the Bank the service charges and fees stated in the List of service charges of the Bank, or charges and fees agreed on separately. The Bank is entitled to debit the service charges from the Customer's account.

The Bank may forward E-invoice duplicates to a third party if the Customer has agreed on this with the third party and the Customer has authorised the Bank to send the duplicates. The Bank may charge a fee for this service.

The Bank may charge a fee if the Customer has opted for the E-invoice attachment service.

The Bank may amend its List of service charges. The Bank publishes the amendments to its service charges or fees in its List of service charges. The amendment will become valid on the day notified by the Bank, however, earliest one (1) month after the publication of the amendment. If the amendment is based on decrees by law or authorities, it shall become valid on the date notified by the Bank. The List of service charges is available in all branches of the Bank.

### 5.2 Information about data protection

When you deal with us in the capacity of being an individual, e.g. employee, director, beneficial owner and other individual associated to our business or corporate customers we register and use data about you to offer you and our Customer the best advice and solutions, and to comply with the legal requirements that apply to us as a financial institution. You can read more about when you act as an individual what data we register, how we use it and your rights in our privacy notice at [www.danskebank.fi/tietosuoja](http://www.danskebank.fi/tietosuoja), which can also be provided in hardcopy for you. The notice also provides contact information if you have questions.

When you as our customer, or anyone on behalf of you, provides us with personal data, you warrant that you are entitled to disclose such personal data. You also ensure that the person has been informed where to find our privacy notice.

### 5.3 Order of application

If conflicts arise based on the terms and conditions governing the services stated in this Agreement, the terms and conditions in this Agreement shall prevail, provided that the terms

and conditions of the material transfer service and the corporate web bank (District) shall be applied prior to the terms and conditions of this Agreement.

If the different language versions of these terms and conditions are in conflict, the terms and conditions of the Finnish version shall prevail.

### 5.4 Applicable law and place of jurisdiction

This Agreement is governed by the laws of Finland. If any dispute arising from this Agreement cannot be settled through negotiations, such dispute shall be settled in the District Court of Helsinki.