TERMS AND CONDITIONS FOR FINNISH E-INVOICE SERVICE
FOR CORPORATE CUSTOMERS

Valid from 1st April 2019

These terms and conditions are applicable between the Bank and the Customer for handling Finnish e-invoices 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 - and a User authorisation agreement, or by 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 the Corporate Web Bank - District,
• General Terms and Conditions for material transmission service
will be applied as appropriate.

In addition, the description of the Finvoice transmission service drawn up by the banks and the Finvoice application guidelines of the Federation of Finnish Financial Services, are also applied to the service. These are available on the web pages of the Federation of Finnish Financial Services at www.fkl.fi.

1. CONCEPTS

Attachment
If 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.

Bank of the invoicing party
Refers to the bank to which the invoicing party sends an e-invoice or a direct payment for further transmission.

Cancellation facility
The invoicing party may cancel the Consumer’s e-invoice or direct payment in total before the payment has been credited using the cancellation facility.

Consumer
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
Is 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.

Direct payment
A direct payment 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 payer of the invoice the actual invoice. The invoicing party shall also send the Bank an electronic copy of the invoice in Finvoice format.

Duplicate
Refers to 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
An e-invoice is an invoice which is intended to be delivered in an electronic form to the web bank of the receiver or via the material transmission service.

Automatic acceptance of e-invoices
When using the service, the incoming e-invoices to the company will be debited automatically from the company’s account. The service has been linked to the company’s web invoice address. In the service, all e-invoices that have been received at the web invoice address in question will be debited automatically from the payer’s account. The use of the service requires that the customer has access to District corporate web bank and has a separate payment transaction account for the automatic debiting of e-invoice payments. An agreement with the Bank for the receipt of individual e-invoices is also required.

Invoicing party
Refers to a Customer who delivers an e-Invoice or a direct payment to its own bank for further transmission.

Material transmission service
Refers to 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
Refers to a Customer who is able to receive an e-invoice in the web bank, in the corporate web bank or via the material transmission service.

Receiver’s bank
Refers to the bank to which the sender or the sender’s bank delivers an e-invoice or a direct payment. The receiver’s bank shall post the e-invoice to be handled by the receiver in the web bank, the corporate web bank or via the material transmission service, and will debit automatically the direct payment order from the payer’s account, based on the order it has received.

Reception address
The reception address includes the address identifying the receiver and the identifier of the bank. In the web bank and the corporate web bank, the presentation format of the international bank account number (IBAN) is used 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.

Web bank
Refers in this connection to the Bank’s consumer web bank.

Web invoice address
Refers to the web invoice address identifying the sender and the receiver.

2. TRANSMISSION OF E-INVOICES SERVICE

2.1 Description of the transmission of e-invoices 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 individual customers as well as to Customers of other banking groups and web invoicing operators,
- send direct payments to individual customers,
- send e-invoices to the printing service, which prints the invoice and mails it in paper format.

In the transmission of e-invoices service, the Bank shall apply, as appropriate, the description and the terms and conditions of the Finvoice transmission service drawn up by the Federation of Finnish Financial Services. The document is available at www.fkl.fi.

2.2 Implementation of the transmission of e-invoices and direct payments service
The Bank and the invoicing party agree on a web invoice address which the invoicing party shall use for sending e-invoices and direct payments 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, 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 transfer to invoicing in the e-invoice format. The Bank will place the Consumer’s info regarding his/her transfer to paying 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 receiver of the invoice can principally be domestic companies and private persons.

2.4.1 Implementation of the e-invoice printing service
The service shall be implemented in the following manner:
• The invoicing party defines the receivers of the invoices to be printed by giving the invoices the e-invoice web address of the printing service of the Bank.
• The invoicing party sends the payment material to the Bank in FInvoice format.

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
Using the Bank’s printing service, invoices can be sent to Consumers by transmitting the direct payments to be printed to the web invoicing address of the printing service for direct debit 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 (2.5 Sending direct payments to Consumers).

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 debit 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

3.1 Cancellation feature
The invoicing party sends the Bank a cancellation invoice. The cancellation invoice must 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 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 e-invoices.

3.3 E-invoice attachment service
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 at the time in question.

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

The receiver can retrieve the attachments two (2) months after the due date of the e-invoice. The receiver can view, print or save the attachments using his/her own devices.
4. RECEIPT OF E-INVOICES SERVICE

4.1 Description of the receipt of e-invoices service
Using the receipt of e-invoices service the receiver can receive e-invoices or copies of e-invoices
• in the corporate web bank, or
• via the material transmission service.

4.2 Implementation of the receipt of e-invoices service
The receiver agrees with the Bank on the receipt of e-invoices via the material transmission service or in the corporate web bank.

In the corporate web bank the Bank’s reception address for e-invoices is the receiver’s bank 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
The invoicing party must not send e-invoices to a receiver who has not notified that it will receive them or who forbids sending them. However, the Bank is not responsible for the invoicing party’s actions and is not obligated to supervise if the invoicing party observes the agreements entered into with the receiver.

The invoicing party is responsible for the transmission of e-invoices to the receiver’s corporate web bank or to the material transmission service. An e-invoice is deemed to have arrived in the receiver’s corporate web bank when the invoicing party has transmitted the e-invoice to the receiver’s Bank and the Bank has placed the e-invoice 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 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
The Bank is responsible for ensuring that the e-invoice 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 available for the receiver in its corporate web bank and in the material transmission service at least two (2) months 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 two (2) months 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 its own corporate web bank. 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 web 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 obliged to ensure that the web 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 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 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 must check the e-invoice before it is paid. The receiver must make any complaints concerning the e-invoice 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, which can also be provided in hard-copy 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 be applied in the first instance, however so 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 a contradiction arises between the different language version of these terms and conditions, the terms and conditions of the version in the Finnish language shall apply in the first instance.

5.4 Applicable law and place of jurisdiction
This Agreement is governed by Finnish law and the legal venue is Finland irrespective of in which country the service has been used. If any dispute arising from this Agreement cannot be settled through negotiation, such disputes shall be settled in the District Court of Helsinki, in Finnish.