

GENERAL TERMS AND CONDITIONS FOR E-INVOICES AND DIRECT PAYMENTS

The terms and conditions for e-invoices and direct payments are applied to customers who have agreed on the reception of e-invoices or direct payments in eBanking.

These general terms and conditions for e-invoices and direct payments became effective on 31 December 2017.

When entering into a contract on the reception of e-invoices or direct payments, the customer accepts these general terms and conditions as binding upon himself/herself.

In addition to these general terms and conditions, the following terms and conditions valid at any given time, shall be applied to the service:

- Terms and Conditions for Danske Bank's Electronic Communications;
- General Terms and Conditions of Accounts;
- the Bulletin on Payment Services;
- General terms and conditions of Euro denominated payments for transmission within the Single Euro Payments Area;
- General Terms and Conditions for Outgoing and Incoming Cross-border Payments.

In addition, the description of the Finvoice transmission service and the Finvoice application guidelines of the Federation of Finnish Financial Services shall also be applied to the service. These documents are available on the Web pages of the Federation of Finnish Financial Services.

In the event of discrepancies between different language versions of these terms and conditions, the Finnish version shall prevail.

1. Definitions

The **Customer** is a natural person whose reception address is indicated in the invoice. The Customer may receive and pay e-invoices through eBanking. The direct payment service is intended for Customers who do not use online banking services.

An **e-invoice** is an invoice in the format defined in the Finvoice application guideline that is intended to be delivered in electronic form to the Customer via eBanking.

The **Invoicing Party** delivers the e-invoice or direct payment to the Bank for further transmission.

The **Invoicing Party's Bank** is the bank or another provider of payment services to which the Invoicing Party sends the e-invoice or direct payment for transmission.

The **Bank** is Danske Bank A/S, Finland Branch and Finnish companies belonging to the same group as Danske Bank A/S.

The **Service** refers to e-invoice or direct payment.

A **Direct Payment** is a service defined in the Finvoice application guidelines in which the Bank automatically executes the payment of invoices agreed on with the Customer from the Customer's account on the due date as ordered by the Customer.

The **Reception Address** includes the address identifying the Customer and the identifier for the Bank. The international bank account number (IBAN) is used in the identifying address. The international bank identifier (BIC) is used as the Bank's identifier.

eBanking refers to a service package offered by the Bank to its Customer on the basis of a service contract, through which the Customer, by using his/her bank identifiers, can use the banking services or related services of other service providers by means of a remote communication method based on the Internet network or other data transfer network.

2. Description of the e-invoice

The Customer can agree on the receipt of e-invoices in eBanking either directly with the Invoicing Party or through the Bank via eBanking, in which case the Bank immediately notifies the Invoicing Party of the introduction of the e-invoice service.

The Invoicing Party is responsible for the delivery of the e-invoice to the Customer's eBanking service or to its own server. The e-invoice is deemed to have arrived with the Customer when the Invoicing Party has delivered the e-invoice to the Customer's eBanking service and the Bank has placed the e-invoice in the Customer's eBanking service to be paid and/or viewed by the Customer. The Invoicing Party or the Bank has no obligation to deliver the invoice transmitted as an e-invoice to the Customer in any other form.

Other account holders or authorised users having user rights to the Customer's account in their own eBanking service and/or to monitor the account transactions, may in addition to the account transactions view the contents of e-invoices paid from the account and/or transferred for payment.

The Bank is responsible for ensuring that the e-invoice can be handled by the Customer in the Customer's eBanking service on the second banking day following its arrival from the Sender's Bank, at the latest.

The Bank stores the e-invoice for the Customer in eBanking for at least two (2) months from the date it has been delivered to the Bank. After the storage period, the Bank has no obligation to store the e-invoice delivered to the Bank or to deliver the e-invoice to the Customer in another form.

The Bank does not guarantee uninterrupted availability of the Service.

Depending on the Invoicing Party, the e-invoice can also be kept available for the Customer solely on the Invoicing Party's server, where the Customer can browse his/her e-invoice and its specification and/or other information through a link in his/her eBanking service. In this case the Invoicing Party for the e-invoice is responsible for keeping the e-invoice available, its storage and the storage time.

The Bank is not responsible for links to the Invoicing Party's server, for their function, the contents of the service, nor for the fact that the data security of the Customer or third party could possibly be jeopardised by the use of the links.

The Bank is entitled to ban the use of the links if they may jeopardise the security of the transactions, or if they do not conform to law or good practice.

The Invoicing Party's invoice is based on a legal transaction between the Customer and the Invoicing Party in which the Bank is not involved. The Bank transmits invoices and other material delivered by the Invoicing Party in the form they have been received without checking the contents of the material or its grounds.

The Customer must check the e-invoice before it is paid, regardless of whether the Customer has given the Bank the right to debit the Customer's account with the amount of the specified e-invoice delivered by the Invoicing Party to the eBanking, on the due date. If the Customer does not approve the e-invoice for payment or has not given the Bank the right to automatically debit the e-invoice, the amount of the invoice will not be debited from the Customer's account. If the Customer has any objections to the content or grounds of the e-invoice, these must be directed to the Invoicing Party.

The Bank is not responsible for damages due to the Customer not approving the e-invoice, approving it for payment late or with changed payment information, or approving it without checking it.

3. Description of the Direct Payment

The Direct Payment is intended for recurring payment of the Customer's invoices. In the Direct Payment service, the Bank automatically executes the payment of invoices agreed on with the Customer from the Customer's account on the due date as ordered by the Customer.

The Bank informs the Invoicing Party of the Customer's Reception Address and other necessary information included with the Customer's authorisation. The Bank transfers the information to the Invoicing Party via the Invoicing Party's bank.

The Invoicing Party sends the Customer an advance notification of invoices debited as Direct Payments in good time before the due date. If separately agreed between the Customer and the Invoicing Party, the advance notification may be replaced by another separately agreed method, such as an annual notification.

If the Customer has any objections concerning the advance notification, he/she must contact the Invoicing Party. The Invoicing Party is responsible for ensuring that the advance notification is consistent with the Direct Payment delivered to the Bank.

4. Service description

The Reception Address of the Customer's e-invoices and Direct Payments is the Customer's bank account number in the international IBAN format and the Bank's international bank identifier DABAFIHH.

In connection with the introduction of the Service, the Bank is entitled to terminate a payment agreement, for example a direct debit agreement or an agreement on repeat payments, potentially entered into by the Customer with the same Invoicing Party concerning the same invoice.

The Invoicing Party may reserve a handling period for implementing the changes to the Reception Address. E-invoices or Direct Payments may be sent to a Customer who has agreed to this. However, the Bank is not responsible for the Invoicing Party's actions and has no obligation to supervise whether the Invoicing Party observes the agreements it has entered into with the Customer.

Payments based on e-invoices or Direct Payments are transmitted as account transfers. The payment cannot be cancelled after it has been debited from the Customer's account. In the transmission of payments, the Bank applies the general terms and conditions of payment referred to above.

The Customer can prohibit the Bank from debiting an individual payment, or change the amount of an individual payment, until the end of the opening hours of the Bank or the Service on the last banking day before the due date at the latest. By the request of the Invoicing Party the Bank is entitled to cancel the e-invoice or the Direct Payment and remove the e-invoice from the eBanking before the due date of the invoice.

The Bank will not inform the Invoicing Party separately of any changes to the amount or payment date.

The Bank will not provide a separate receipt of the debiting to the Customer. The debiting information will be made available to the Customer as agreed in the account agreement.

The Customer is responsible for ensuring that the account has sufficient funds for the payments at the latest on the banking day before the debit date. The Bank only undertakes to execute the payments on the due date specified by the Sender, if the account has sufficient funds to cover the payment.

The Bank is entitled to debit the account within three (3) banking days of the due date, provided that sufficient funds are available in the account at the time.

The Bank shall inform the Customer of any debiting failure and the reason for the failure as agreed, unless otherwise required by law.

The Customer can stop receiving e-invoices or Direct Payments by notifying the Invoicing Party or the Bank.

5. The Bank's right to obtain, exchange, disclose and record information

The Customer agrees that the Bank is entitled to deliver the necessary Customer identification information related to the transmission of the e-invoice or Direct Payment to the Invoicing Party and the Invoicing Party's Bank.

6. Liability for damages

6.1. Direct damage

If the transmission of an invoice is prevented for a reason due to the Bank, the Bank has an obligation to compensate for direct damages, such as legal default interest and reasonable investigation costs.

6.2. Indirect damage

The Bank is not liable for any indirect damage to the Customer or a third party, such as profit or income not received, loss of income, time spent, tax consequences, loss of interest or other corresponding damages that the Bank cannot reasonably anticipate.

The Customer must immediately and nevertheless within 30 days notify the Bank of the Bank's error related to the operations according to the agreement and a potential claim related to it.

6.3. Limitation of loss

The Customer must take reasonable action to limit his/her losses. If the Customer neglects this, he/she shall become liable for the loss in this regard.

7. Force majeure

The Bank is not liable for damages caused by the prevention of or delay in the transmission of e-invoices or Direct Payments due to force majeure or to other reasons that can be compared to force majeure which are causing unreasonable difficulties in the Bank's operations.

Such an impediment can be, for example:

- measures taken by authorities;
- war or threat of war, mutiny or riot;
- disturbance in the delivery of mail, automated data processing, transfer of information, or other electronic communications, or supply of power beyond the control of the Bank;
- interruption or delay in the Bank's operations caused by a fire or some other incident; or
- industrial action, such as a strike, lockout, boycott or embargo, even if the Bank itself is not involved in it.

Force majeure or other of the above-mentioned conditions concerning banks or a subcontractor used by the banks will entitle the banks to interrupt the provision of services and the fulfilment of orders until further notice.

8. Changing the service price list and the general terms and conditions for e-invoices and Direct Payments

The Bank may change these general terms and conditions or its service price list.

The change in terms and conditions and service price list will become valid on the date stated by the Bank, in any case no earlier than at least two (2) months after the Bank has notified the Customer of the change. The Bank shall notify of any changes on its Web pages or otherwise in a manner agreed upon separately.

The agreement will remain valid with the changed terms and conditions, unless the Customer by the effective specified date notifies the Bank in writing or in another manner agreed on separately, that it does not approve the change. The Customer is entitled to terminate the agreement immediately up to the notified date of validity of the changes. Upon termination of the agreement, the Bank is entitled to cease transferring e-invoices and Direct Payments immediately.

9. Service charges and commissions

The Bank is entitled to debit the Customer's account with charges according to the service price list for the reception service of e-invoices, arrival notifications of e-invoices and the storage of invoices, as well as Direct Payments, unless the service charges and their collection have been agreed on with the Customer separately. The service price list can be published on the Bank's Internet pages and is available from the Bank's branch offices.

10. Validity, termination and cancellation of the agreement

The agreement on the introduction of the e-invoice service and the Direct Payment will be valid until further notice.

The Customer may terminate the agreement immediately without notice. The Bank has entitled to terminate the Agreement with two (2) month's notice. The notice shall be provided as a customer message through eBanking or in another manner, in writing.

The reception of e-invoices terminates when the agreement terminates or when the Customer's eBanking Agreement terminates. The Direct Payment service is terminated when the Agreement terminates.

The Bank is entitled to interrupt the provision of the e-invoice and Direct Payment service due to the Customer's action in breach of contract, abuse, endangering the information security of the Service, or a known technical malfunction.

11. Transferring the agreement

The Bank is entitled to transfer the agreement of the Service in full or in part, including all its rights and obligations, to a third party without consulting the Customer. The Customer is not entitled to transfer the rights and obligations in accordance with the agreement.

12. Place of jurisdiction and applicable law

The use of the e-invoicing service and Direct Payment and these terms and conditions are governed by Finnish law.

Any disputes arising from these terms and conditions shall be settled in the district court under whose jurisdiction the Bank's registered office or its principal place of administration falls, or in the Finnish district court under whose jurisdiction the Customer's domicile or permanent residence falls. In cases where the Customer is not a resident of Finland, disputes shall be settled in the district court under whose jurisdiction the Bank's registered office falls or its principal place of administration falls.

13. Legal remedies outside courts of law

The Customer may also submit a dispute concerning the e-invoicing service and/or the Direct Payment and these general terms and conditions for consideration by the Finnish Financial Ombudsman Bureau, the Bank Board operating in connection with it or the Consumer Disputes Board.