

Terms and conditions of e-invoice portal agreement

Valid as of 01.05.2021

Contents

Definitions	1
General Provisions	2
Content of the Service	2
Protection and Confidentiality of Personal Data	2
Service Fee and its Payment	3
Liability	3
Validity, Amendment, and Termination of the Agreement	3

Definitions

Address is an identifier given by a Channel to a Channel user or from a Portal to a Client, which allows the Invoice to be forwarded to the Channel user. In channels provided by credit institutions or payment service providers, the Address may be a current account number (IBAN). If the Invoice is sent by e-mail, the e-mail address is the address.

Invoice is a payment document issued by the Seller to the Buyer upon selling goods or services. Invoice may be in e-invoice or pdf format.

E-invoice is an invoice issued, sent, and received in a structured electronic form in xml format allowing to process it automatically and electronically.

Internet Bank is an electronic system located at www.seb.ee through which SEB Pank provides banking services.

Channel is a software or user interface created by any service provider, including a credit institution or payment service provider that allows Invoices to be received, displayed and sent. In the context of the Agreement, a channel means only those channels that are connected to the Portal (e.g. e-mail, e-address, accounting systems, Portal, Internet Bank and PEPPOL network etc.)

User is a natural person authorised by the Client who has access to the Portal services. A User is a person to whom the Client has given the right to perform any operations in the Internet Bank on behalf of the Client.

Client is a legal entity that has entered into an Agreement with the Bank and accepted the terms of the service and who can receive and send Invoices through the Portal. Client may act as a Seller when sending Invoice or as a Buyer when receiving Invoice.

Agreement is the E-invoice Portal agreement with Terms and conditions concluded between the Bank and the Client.

Bank is AS SEB Pank.

Portal is service platform provided by the Bank in cooperation with Technical partner that allows the Client to use the Services, including receiving, sending, and storing Invoices.

Service is the services offered on the Portal, including sending, receiving and storing invoices until Agreement is valid according to chosen Service package. The complete list and price list of the offered Services in each Service package can be found on the Bank's website www.seb.ee.

Service package is a certain range of Services that are provided to the Client for a fixed monthly fee.

Technical partner is the technical service provider Unifiedpost AS, registration code 10179336.

Terms and conditions are the terms and conditions of the Agreement that establish the procedure for using the Portal.

General Provisions

1. In order to use the Services, the Client enters into an Agreement with the Bank.
2. After concluding the Agreement, the Bank creates an Address for the Client on the Portal, which is visible to other Service users on the Portal and Channels.
3. The Client can log in to the Portal via the SEB Internet Bank for Business.
4. In matters not regulated by the Agreement (e.g. liability restricted availability of services, amendments, dispute resolution etc.), the Bank and the Client follow the General business terms and conditions of the Bank, the Privacy policy, the General Price list, the Terms and Conditions of Settlement and other relevant terms and conditions governing other agreements between the Client and the Bank.

Content of the Service

5. The Bank enables the Client to receive Invoices at the Address given to the Client, send Invoices to the Addresses selected by the Client on the Portal, based on the Service Package chosen and store Invoices during the validity period of Agreement in the Portal.
6. The User using the Portal on behalf of the Client has the right to use all Services of the Portal, including sending, receiving, and storing or deleting Invoices. When paying E-invoices, the limits and restrictions set by the Client in the Internet Bank apply to the User.
7. The Bank forwards Invoices to the Addresses within one business day, except if the Technical partner is performing maintenance work on the Portal.
8. The E-invoices received by the Client in the Portal are also displayed in the Internet Bank.
9. The Bank provides Services to the Client under the Terms and conditions of the Agreement and to the extent specified in the Agreement. The Bank may at any time change the list of Services offered or terminate their provision.
10. The visual design of an Invoice sent through the Portal is determined on the Portal by the Client, but the final design depends on the Channel through which the Invoice is received and may therefore change. The Bank makes every effort to maintain the design of the Invoice regardless of the Channel through which the Invoice is received.

Protection and Confidentiality of Personal Data

11. The information provided during the Agreement, including personal data, is confidential, except for if:
 - 11.1. it is publicly available;
 - 11.2. a party to the Agreement became aware of it through a third party;
 - 11.3. it belongs to a party to the Agreement.
12. The Bank keeps confidential information as a banking secret in accordance with the Bank's General business terms and conditions.
13. The Client may not disclose confidential information to third parties, except for if the disclosure of such information is required or permitted by law, the Agreement, or the General business terms and conditions of the Bank.
14. The Client may share confidential information with their employees and companies belonging to the same group, to whom the obligation of confidentiality also extends. The Client ensures that the employees and companies belonging to the same group to which confidential information was disclosed are aware of and comply with the obligation of confidentiality.
15. The Client is responsible for the correctness and legality of the processing of personal data transmitted to the Bank through the Portal in any form and is the data controller of personal data.
16. The Bank processes the data provided by the Client, including personal data, in accordance with the Terms and conditions of the Agreement, the Bank's personal data processing conditions, and the Client's instructions, and is the data processor of personal data.
17. The Bank and the Technical partner have entered into a personal data processing agreement for the processing of personal data, in accordance to which the Technical partner processes personal data and confidential information in accordance with the terms and conditions of the Agreement and the instructions of the Bank and the Client. The Technical partner is the sub-authorized processor of personal data.
18. The Bank has the right to use the data collected on the Portal about the Client, except for personal data, for the purpose of compiling statistics or analysing the Service.

19. The confidentiality obligation applies for an unidentified term.
20. If the Agreement expires, the Bank and the Technical partner delete the Invoices and the related personal data from the Portal after two months.

Service Fee and its Payment

21. The Client pays a service fee for the Portal Services in accordance with the Bank's price list, unless otherwise agreed upon. Service monthly fee is calculated for each month, regardless of the number of days when the Service was actually used.
22. The Bank debits e-invoice portal service fees from the Client's account specified in the Agreement no later than on the 10th day of the following month. The Client ensures availability of the specified amount in the account. If the funds in the fee account are insufficient, Bank may debit the fees from any other Client's account at the Bank.

Liability

23. The Client is responsible for all actions and their consequences, performed by logging in with the User authentication tools.
24. The Client is responsible for the content and accuracy of Invoices when sending any Invoices or other documents in the Portal. The Client is fully responsible for its actions in Portal
25. The Client is responsible, that Invoices shall be prepared in accordance with the requirements of applicable laws and regulations.
26. The Client is aware that every Portal user may issue the Invoice to the Client. It is the Client's responsibility to verify whether the Invoices received by the Client are addressed to the Client and whether Client wishes to pay those Invoices.
27. Bank is not liable for the issuance of the Invoice to the Client, nor the content of the Invoices received by Client.
28. The Bank does not resolve disputes between the Client and third party arising from the correctness or untimely payment of the Invoice. Any disputes between the Client and third party are settled between the Client and third party without the involvement of the Bank.
29. The Bank is not liable for unavailability of the Services incl. non-transmission of the Invoice if the Services are not available and/or Invoice is not transmitted for reasons independent of the Bank. Such reasons include, but are not limited to, failures and / or computer viruses in the computer systems of Client and/or receiver of Invoice, third party IT solutions or data communication, failure or disruption of the Internet and telecommunications as a result of quality of service, force majeure, etc..
30. The Bank is not liable for loss of income or other losses, as well as losses incurred by the Client in connection with the Service suspension or termination of the Agreement, regardless of the reason for such suspension or termination.

Validity, Amendment, and Termination of the Agreement

31. The Agreement enters into force upon signature and is concluded for an unspecified term.
32. The Bank has the right to unilaterally change the terms and conditions of the Agreement by notifying the Client of the changes in advance in accordance with the procedure and terms specified in the General business terms and conditions of the Bank.
33. Client has the right to terminate the Agreement in Internet Bank any time.
34. The Bank may terminate the Agreement unilaterally without advance notice if:
 - 34.1. the Client, any of its User is in breach of the Agreement;
 - 34.2. the Client has a debt to the Bank for the service fees arising from the Agreement for at least three consecutive calendar months;
 - 34.3. the Client's Internet Bank is suspended or Internet Bank agreement is terminated
 - 34.5. there are other grounds for termination set out in the General business terms and conditions of the Bank for terminating the Agreement.
35. Termination of the Agreement doesn't affect monetary claim that has arisen prior to the termination of this Agreement.