

Terms and conditions of e-invoice portal service

Valid as of 01.05.2020

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 e-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 e-invoice is sent by e-mail, the e-mail address is the address.

E-invoice is an electronic invoice that is created, transmitted, recorded, and stored in an electronic environment, i.e. which is handled electronically (a document in XML format based on the Estonian Banking Association's e-invoice standard).

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 e-invoices to be displayed, received, and sent. In the context of the agreement, a channel means only those channels that are connected to the portal.

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 SEB Pank and accepted the terms of the service and who can receive and send invoices through the portal.

Agreement is the e-invoice portal agreement with its annexes and terms and conditions.

Bank is AS SEB Pank.

Portal is software provided by the bank that allows the client to use the services, including receiving, transmitting, and storing e-invoices.

Service is the services offered on the portal, including sending, receiving, and storing e-invoices. The complete list and price list of the offered services can be found on the bank's website www.seb.ee.

Technical partner is the technical service provider Fitek Aktsiaselts, registry 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 clients 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 (liability, dispute resolution), the bank and the client follow the general terms and conditions of the bank, the general principles of personal data processing (privacy policy), the general price list, the settlement terms, 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 e-invoices at the address given to the client, send e-invoices to the addresses selected by the client on the portal, and store e-invoices 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 e-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 e-invoices to the addresses within one business day, except for if the technical partner is performing maintenance work on the portal.
8. The e-invoices sent to the client are displayed in the Internet Bank for payment.
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 e-invoice sent through the portal is determined on the portal, but the final design depends on the channel through which the e-invoice is received and may therefore change. The bank makes every effort to maintain the design of the e-invoice regardless of the channel through which the e-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 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 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, the general terms and conditions and the terms and conditions of personal data processing of the bank, and the instructions of the bank and the client. The technical partner is the sub-authorised 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 a service.
19. The confidentiality obligation applies for an unidentified term.

20. If the agreement expires, the bank and the technical partner delete the e-invoices and the related personal data from the portal within two months.

Service Fee and its Payment

21. The client pays a service fee for the e-invoice portal service in accordance with the bank's price list, unless otherwise agreed upon. Service fees based on a monthly fee are calculated for each month, regardless of the number of days when the service was actually used.
22. The bank keeps records of the e-invoice portal service provided to the client in the current month and charges the service fee from the client's service fee account no later than on the tenth date of the following month.
23. If there is no money in the client's account or if there is not enough money to pay the service fees and the amount arising from other agreements concluded between the bank and the client, the bank may withdraw the said amount from other accounts of the client.

Liability

24. The client is responsible for the content and accuracy of e-invoices when sending and paying e-invoices.
25. The bank does not resolve disputes between the client and the sender or recipient of the e-invoice arising from the correctness or untimely payment of e-invoices.
26. The bank is not liable for non-transmission of the e-invoice if the e-invoice is not transmitted for reasons independent of the bank or for reasons arising from the sender of the e-invoice.

Validity, Amendment, and Termination of the Agreement

27. The agreement enters into force upon signature and is concluded for an unspecified term.
28. 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 terms and conditions of the bank.
29. Either party has the right to terminate the agreement by notifying the other party thereof no less than one month in advance.
30. A party to the agreement has the right to cancel the agreement without observing the term of prior notice if the other party has materially violated the obligations imposed on it by the agreement.
31. The bank has the right to cancel the agreement without observing the notice period if the client has a debt to the bank for the service fees arising from the agreement for at least three consecutive calendar months.