

B2C eInvoice

Special Terms and Conditions Valid from 2018-03-01

PostNord Strålfors B2C einvoice service refers to the Customer sending a data file to PostNord Strålfors containing the Customer's invoices and/or direct debit instructions to the Customer's Recipients, and PostNord Strålfors thereafter sorts and converts documents and distributes documents to the Customer's Agreement Bank. The Customer may also supplement the base service with options, as described below (the "Service"). To the extent the Customer has an agreement regarding Print & Enclosing or We Mail, there is a possibility to send documents as mail items in accordance with the terms and conditions of the Customer's agreement regarding Print & Enclosing or We Mail.

The Service is provided pursuant to these Special Terms and Conditions as well as to the provisions of the specific Customer Assignment ("Customer Assignment"). Unless otherwise provided pursuant to these Special Terms and Conditions or agreed separately with PostNord Strålfors, the PostNord Strålfors General Terms and Conditions ("SGTC"), applicable from time to time, shall apply.

Definitions

Administration Interface: An Internet-based interface in which the Customer may, for example, see its Recipients' Registrations, get information of errors and see distributed Internet Bank Invoices (B2C).

Agreement: The agreement which refers to these Special Terms and Conditions applicable from time to time, PostNord Strålfors' General Terms and Conditions (SGTC) as well as the appendices included therein and other contract documents.

Business Day: Any day from Monday-Friday which is not a public holiday with the exception of such days which are customarily full or partial days off in the country where the Service is provided.

Customer Assignment: Appendix to the Agreement which defines PostNord Strålfors' assignment and specifies the Customer's undertakings.

eInvoice Hotel: The archive in which the electronic invoices are stored and where they are accessible for end customers via their respective Internet Bank.

Internet Bank Invoice (eInvoice): Electronic invoice from the Customer to the Recipient which is sent to the Customer's Agreement Bank which delivers invoice to the Receiver's Internet bank.

Production Documentation: The Customer's electronic data files containing the documents distributed to the Recipients.

Recipient: A person validated and verified by the Customer who is notified to PostNord Strålfors as a correct recipient of data files containing invoices or direct debit instructions.

Registration: The Recipient's request to receive a message from the Customer to its Internet Bank containing an Internet Bank Invoice (B2C).

SGCT: PostNord Strålfors' General Terms and Conditions, applicable from time to time, available according to section 5.

1. Scope of the Service

The Service consists of the base service as stated below and a number of possible options. The detailed scope of the content of the Service is set forth in the Customer Assignment.

1.1 Basic services

PostNord Strålfors undertakes to connect the Customer to the Service in accordance with the technical conditions and requirements set forth in the Customer Assignment. Placement into operation of the Service shall take place when the technical conditions are fulfilled and tests agreed upon in the Customer Assignment are correctly performed and no material errors remain.

1.1.1 Administration of Registrations

The Customer sends a FinvoiceSenderInfo message to banks, or PostNord Strålfors may do it on behalf of the Customer. On the basis of the message, the Customer makes the information available for the Consumer in the Internet bank. PostNord Strålfors may fetch consumer's einvoice registration from the Customer's Agreement bank on behalf of the Customer (Receiver Information messages), in accordance with the Customer Assignment.

PostNord Strålfors will charge an additional cost per forwarded Receiver Information message, unless specifically agreed otherwise in the Customer Assignment.

1.1.2 Presentation of the Internet Bank Invoice

PostNord Strålfors may undertake to keep the Internet Bank Invoice available for the Recipients in PostNord Strålfors' eInvoice Hotel in html or PDF format in accordance with the provisions of the Customer Assignment.

PostNord Strålfors is responsible for the storage of the Customer's documents which are handled within the scope of the Service in accordance with applicable legislation. Transaction logs are stored for 30 days.

1.1.3 Handling of rejected messages

A rejected message shall be deemed reported back to the Customer when presented in the Administration Interface, unless otherwise agreed in the Customer Assignment.

1.1.4 Reporting back

After the transaction is concluded, PostNord Strålfors undertakes to report the number of documents distributed to the Customer and the number of rejected invoices, in accordance with the Customer Assignment. Such information shall be reported in the Administration Interface. The reasons for rejected messages shall be stated in respect of rejected messages.

1.1.5 Support

PostNord Strålfors provides a support function for the Service to which the Customer can notify errors in the Service. Through the support function, PostNord Strålfors also assists the Customer to a reasonable extent with answers to questions regarding the Service and enquiries regarding sent and received documents.

Unless otherwise agreed or notified, PostNord Strålfors' support function is staffed on Work Days 8.00 am – 4.00 pm in Finland. Service is provided in Finnish and English. PostNord Strålfors is at all times entitled to charge for time expended in respect of support outside the times set forth above or where PostNord Strålfors performs any specific agreed activity or measure at the Customer's request. In such cases, compensation shall be paid for actual time expended in accordance with PostNord Strålfors' price appendix applicable from time to time, unless agreement has been reached on a fixed price.

1.1.6 Operation

The Service is normally in operation and staffed 24 hours a day, seven (7) days a week. During such time, it shall normally be possible for the Customer to send documents to its Recipients in accordance with the terms and conditions of this Agreement. PostNord Strålfors does not warrant that the Service is free from error or disruption.

1.2 Additional services

The following options are available to the Customer. The detailed scope of the content of the service is stated in the

Customer Assignment. The prices for the options are set forth in PostNord Strålfors' price appendix applicable from time to time.

1.2.1 Enhanced handling of rejected messages

If a document cannot be delivered electronically to the recipient interfaces chosen by the Recipients (e.g. if a Recipient has switched Internet Bank), PostNord Strålfors can undertake to send it to the Recipient as a physical mail item. Documents which are to be sent as physical mail items are printed out in black ink on white paper, without any appendices which may be found in the Production Basis, and enveloping in accordance with PostNord Strålfors' standards.

1.2.2 Payment of bank costs related to eInvoices

The Customer may elect to allow PostNord Strålfors to arrange payment of the bank costs related to eInvoices. The service allows for the Customer to make a single payment for its costs related to eInvoices.

The service is only available for such banks with which PostNord Strålfors has entered into a separate agreement, and may not be available for the Customer's Agreement Bank. PostNord Strålfors may at its discretion change the banks through which it offers this service.

The Customer acknowledges that the banks may perform their own know-your-client and other verifications relating to the Customer. Further, PostNord Strålfors changing the bank through which the service is provided may subject the Customer to further know-your-client and other verifications by the bank. Should a bank not approve the Customer due to issues arising in the know-your-client verifications or any other reason, or if a bank for any other reason discontinues offering this service to PostNord Strålfors, PostNord Strålfors may discontinue or terminate the service in part or in full.

Notwithstanding anything to the contrary in Section 4.1 below, PostNord Strålfors is liable only for payment of the eInvoice-related bank costs that are invoiced from PostNord Strålfors by the bank. PostNord Strålfors does not accept any liability for payment of any other costs, or any other actions or omissions undertaken by the bank (including double charging by the bank of costs related to eInvoices).

2 The Customer's undertakings

The Customer shall perform the obligations stated in these Special Terms and Conditions as well as any undertakings other than those addressed herein which can be required of the Customer and are stated, for example, in the Customer Assignment or SGCT.

2.1 The Customer's systems requirement

Prior to placement into operation of the Service, the Customer must have defined, installed, tested and verified that the communication via computer connection and protocols satisfies the technical conditions and requirements stated in the Customer Assignment.

2.2 Authorisation

The Customer is responsible for use of the Administration Interface for the Service. Use takes place based on authorisation codes or another agreed access allocated to the Customer by PostNord Strålfors.

The Customer undertakes to maintain and apply routines

regarding handling of distributed authorisations which ensure that no unauthorised person may gain access thereto.

The Customer is responsible vis-à-vis PostNord Strålfors for all use of the Service and its interface as well as the content of messages which are sent through use of the authorisation code. Upon any suspicion of unauthorised use of the Service, the Customer shall, through an appointed contact person, immediately block or change the authorisation code at PostNord Strålfors Customer service. PostNord Strålfors shall also be entitled to close the Service in accordance with section 6 in the event PostNord Strålfors suspects unauthorised use.

2.3 Placement into production

In placement into production, tests are performed for connection of the Service. At the agreed time for placement into production, the Customer shall ensure that the products, software and connections required for connection in accordance with the Customer Assignment are installed and tested and that the Customer's personnel is on hand with requisite expertise and is placed at PostNord Strålfors' disposal for connection.

The Customer may commence use of the Service only when a complete agreement has been submitted to PostNord Strålfors, and agreed tests have been performed and approved.

In the event the Customer fails to perform its obligations in accordance with the plans for placement into production, PostNord Strålfors shall be entitled to compensation for reasonable time expended per hour in accordance with PostNord Strålfors' price appendix applicable from time to time.

2.4 Connection to PostNord Strålfors

The Customer is responsible for, and bears the risk associated with, the Production Documentation reaching PostNord Strålfors.

2.4.1 Changes in connection

The Customer may request that the Customer Assignment be changed insofar as relates to options or changes to the Service in accordance with the price exhibit in force from time to time and in accordance with the provisions of the relevant Customer Assignment. Changes shall be agreed upon in writing between the parties through the drawing up of a new Customer Assignment where so required by the parties or due to the scope of the change. PostNord Strålfors shall confirm the change through implementation of the change and through notice to the Customer.

Where the Customer wishes to change its connection to the Service or message format (regarding conversion), PostNord Strålfors shall be informed thereof in such time that PostNord Strålfors, where PostNord Strålfors has approved the change, has time to take necessary measures. The Customer shall thereupon compensate PostNord Strålfors' costs therefor or pay charges or fees in accordance with PostNord Strålfors' price appendix applicable from time to time. PostNord Strålfors reserves the right, following notice to the Customer, to effect changes to operational methods, technical specifications, systems, business hours, structure, etc. Notices regarding such changes shall be sent to the Customer within reasonable time in light of the nature of the change.

2.5 Production Documentation

The Customer shall provide Production Documentation in the manner separately agreed in the Customer Assignment and other documentation provided by PostNord Strålfors. The Customer shall further ensure that the Production Documentation is complete and accurate and provided at the agreed time.

2.6 Customer Assignment

The services covered by the Agreement are set forth in the

individual Customer Assignment as appended to the Agreement. If the Customer wishes to add new Customer Assignments during the term of the agreement, and this results in changes which, in PostNord Strålfors' opinion, have an impact on the basis for agreed prices and terms and conditions of the Agreement, adjustment shall take place in a written supplemental agreement.

2.7 Contact person

The Customer shall appoint a person who shall function as contact person *vis-à-vis* PostNord Strålfors. In the event the contact person is changed, such shall be notified as soon as possible to PostNord Strålfors.

3 PostNord Strålfors' undertakings

PostNord Strålfors shall provide the Service as described in detail in the Customer Assignment in accordance with these Special Terms and Conditions and SGTC.

3.1 Connection

PostNord Strålfors connects the Customer in the manner set forth in the Customer Assignment, including any appendices. If PostNord Strålfors finds that necessary information from the Customer for connection is missing, or that the Customer has not taken necessary measures for connection, PostNord Strålfors shall be entitled to suspend connection until the necessary information is provided or necessary measures are taken.

PostNord Strålfors shall be entitled to charge a separate fee for reasonable time expended in conjunction with connection of a Customer or in the event of delays attributable to the Customer, for example late deliveries, or in the event any other activity or measure which PostNord Strålfors takes according to a separate agreement with the Customer or at its request. Compensation shall be charged per hour pursuant to the hourly rate set forth in PostNord Strålfors' price appendix applicable from time to time.

If the Customer wishes to make changes which entail that the connection, in whole or in part, needs to be remade, PostNord Strålfors shall be entitled to compensation pursuant to the hourly rate applied by PostNord Strålfors from time to time. Changes must be agreed in writing between the parties in the Customer Assignment.

3.2 Delivery time

The time it takes for the document to reach its electronic destination depends, among other things, on the size of the document, the Customer's communications conditions, possible sortings and conversions. In addition, there is the banks' processing time.

3.3 Operation

The Service is normally operational and staffed 24 hours a day, seven days a week. During that time, it shall normally be possible for the Customer to communicate with its recipients, provided that the recipients permit this. However, PostNord Strålfors does not guarantee that the Service will be free from faults or interruption. In addition, PostNord Strålfors is always entitled to suspend the system for servicing and upgrades, which as far as possible shall be carried out outside office hours and the Customer shall, if possible, be notified in advance.

PostNord Strålfors shall be entitled to shut down its production system for service and upgrades which, to the greatest possible extent, will be scheduled at times that do not affect performance of the Service. If possible, the Customer shall receive advanced notice of any planned shutdown.

The Customer is aware that the Services, from time to time, may be unavailable as a result of planned and/or unplanned

shutdowns for necessary service and maintenance of the Services and/or PostNord Strålfors' systems. PostNord Strålfors shall not be liable for errors or delays during such shutdowns.

To avoid obstructions to the production process, PostNord Strålfors shall ensure that procedures for making backup copies are in place.

To the extent the Customer's use of the Service causes technical or other problems for PostNord Strålfors or another customer, PostNord Strålfors reserves the right to limit the use or to end the Service with immediate effect.

4 Liability for errors and delay

4.1 Errors and deficiencies

PostNord Strålfors' liability for the Service commences when PostNord Strålfors has received a Production Documentation and acknowledged receipt thereof to the Customer. PostNord Strålfors' responsibility for the Service ceases when documents are delivered to the various recipient interfaces which the Recipient has stated in its Registration.

Where the service is not performed in accordance with the Customer Assignment and this is due to an error in the Service caused by PostNord Strålfors, PostNord Strålfors shall be entitled its discretion, following notice from the Customer, either to rectify the error or to resend the documents. The Customer is aware that the resending of documents may result in the Recipient obtaining two identical documents.

In the event PostNord Strålfors, for any reason, fails to rectify the error or to resend documents, the Customer shall be entitled to a deduction on the price for the Service corresponding to the payment for the faulty documents.

Where the Production Documentation is so incomplete or defective that PostNord Strålfors assesses that production is not possible, PostNord Strålfors shall contact the Customer to afford the latter a possibility to supplement the basis or submit a new basis.

PostNord Strålfors' liability for errors or defects in the Service is limited to that which is stated in this section. Where the Customer has notified an error and it transpires that no error exists for which PostNord Strålfors is liable, PostNord Strålfors reserves the right in certain cases to charge a fee in accordance with PostNord Strålfors' price appendix applicable from time to time for performed services.

5 Publication of service-related documents, including Customer Terms and Conditions

On the websites stated below, each country's technical manuals and other service-related documents applicable from time to time, as well as Customer Terms and Conditions, i.e. Special Terms and Conditions for each individual service and SGTC, are published. Service-related documents and Customer Terms and Conditions published in accordance with the list below are applicable in the country in which the Service is provided by PostNord Strålfors in the language in which the Agreement is drafted.

Denmark: www.postnordstralfors.dk/vilkaar
Finland: www.postnordstralfors.fi/ehdot
Norway: www.postnordstralfors.no/vilkar
Sweden: www.postnordstralfors.se/villkor