1. Object of agreement
Under the E-Invoice Standing Order Agreement, the Customer instructs the Bank to pay E-Invoices sent by the Seller to the Bank in accordance with the terms and conditions of the Agreement.

2. Definitions
2.1 Settlement Day – a calendar day on which the Bank, the Seller’s bank, the intermediary or organiser of the payment system is open for settlements necessary for making a Payment.

2.2 E-Invoice – an electronic document indicating a payment obligation and issued to the Customer for goods sold or service provided. An E-Invoice is created, sent, recorded and stored in an electronic environment. For the purposes of the Agreement, an electronic document with limited information indicating a payment obligation is also an E-Invoice.

2.3 E-Invoice Address – the Customer’s current account number at the Bank.

2.4 Principles of Processing Customer Information – a document that governs the underlying principles and conditions of processing customer information (incl. banking secrets) in the Estonian companies of the Swedbank Group.

2.5 Customer – the Account holder who has entered into the Agreement with the Bank.

2.6 Account – the Customer’s current account at the Bank specified in the Agreement.

2.7 Control Days – the number of calendar days specified by the Customer (including the Payment Date) during which the Bank checks the existence of available funds necessary for debiting a Payment.

2.8 Monthly Limit – the maximum amount of Payments per calendar month specified by the Customer.

2.9 Agreement – this E-Invoice Standing Order Agreement.

2.10 Payment – an E-Invoice payment transaction to be made under the E-Invoice and consisting in credit transfer from the Account for the benefit of the Seller or the person indicated in the E-Invoice in accordance with the terms and conditions of the Agreement.

2.11 Payment Date – (i) the date chosen by the Customer from the date range determined by the Seller; (ii) two calendar days after the receipt of the E-Invoice at the Bank; (iii) the due date indicated on the E-Invoice.

2.12 Payment ID – the Buyer’s unique ID with the Seller (e.g. reference number, customer number, agreement number, etc.).

2.13 Seller – the issuer of an E-Invoice who is a party to the sales or service agreement underlying the E-Invoice.

2.14 Buyer – the person who has entered into a sales or service agreement with the Seller and instructed the Seller to send E-Invoices to the E-Invoice Address. The Buyer may be the Customer.

2.15 Bank – Swedbank AS.

2.16 Name of Service – the name of the Seller’s service, which is related to the Payment ID and for which E-Invoices are paid under the Agreement.

3. Subscribing to and sending e-invoices
3.1 To receive E-Invoices, the Buyer shall submit to the Seller a request to send E-Invoices to the E-Invoice Address.

3.2 Having received an E-Invoice from the Seller, the Bank shall make the E-Invoice available to the Customer in the Internet Bank subject to the existence of the teleservices agreement. If the Customer has not entered into a teleservices agreement with the Bank, the invoice shall be made available to the Customer by the Seller. In the latter case, the Seller shall send E-Invoices with limited information to the Bank.
3.3 The Bank shall display an E-Invoice to the Customer in the Internet Bank with the content and in the form as sent by the Seller to the Bank. The Bank shall not control the accuracy or truthfulness of the content of an E-Invoice or resolve any complaints in this regard.

3.4 The Bank shall enable E-Invoices to be viewed in the Internet Bank for 18 months from the receipt of the E-Invoices.

4. Making payments

4.1 Provided that the Agreement for payment of E-Invoices has been entered into and an E-Invoice is received at the Bank on time, the Bank shall generate a Payment on the basis of the E-Invoice.

4.2 By the Agreement the Customer authorises the Bank to make Payments on the basis of the data indicated on E-Invoices and in accordance with the terms and conditions of the Agreement.

4.3 The Bank shall pay E-Invoices received from the Seller during the term of the Agreement with the Payment ID indicated in the Agreement that are not past due and that, according to the information available to the Bank, have not been paid yet.

4.4 The Bank shall make a Payment if:

4.4.1 funds in the Account of the Customer at the moment of making the Payment cover the full amount of the Payment;

4.4.2 the Customer has allowed partial debiting under the Agreement and funds in the Account at the moment of making the Payment on the last possible day of debiting the Account cover at least 50% of the amount of the E-Invoice.

4.5 The Customer may determine the Monthly Limit of Payments. The Bank shall make a Payment on the Payment Date if the available balance of the Monthly Limit is sufficient to make the Payment and there are enough funds in the Account for paying the E-Invoice as specified in section 4.4 above.

4.6 If the Customer has entered into several E-Invoice Standing Order Agreements, which provide for the same Payment Date, the Bank shall determine the order of debiting Payments.

4.7 The Bank shall debit the Account on the Payment Date, unless the due date indicated on an E-Invoice is earlier than the Payment Date. In this case, the Bank shall debit the Account on the due date indicated on the E-Invoice.

4.8 If the due date indicated on an E-Invoice is not a date in the month that the E-Invoice is received at the Bank, the Bank shall make the Payment on the closest Payment Date preceding the due date indicated on the E-Invoice.

4.9 If the Customer has specified the Control Days in the Agreement and the funds available on the Payment Date do not cover the full amount of the Payment, the Bank shall, for the purpose of making the Payment, check the availability of funds in the Account and make the Payment during the Control Days (including in the cases specified in sections 4.7 and 4.8 above).

4.10 If the Payment Date is not a Settlement Day, the Bank shall debit the Payment on the Payment Date, but execute the Payment in favour of the credit institution of the Seller at the latest on the Settlement Day immediately following the Payment Date.

4.11 The Customer can cancel an individual Payment before the Payment Date in accordance with the procedure and in the manner specified by the Bank.

5. Liability

5.1 The Bank shall only be liable for making Payments in accordance with the terms and conditions of the Agreement.

5.2 The Customer shall be liable for the accuracy of the data set out in the Agreement, for the existence of sufficient funds in the Account for making Payments, and for the sufficiency of the Monthly Limit.

5.3 The Bank shall not be liable:

5.3.1 for the accuracy of data indicated on E-Invoices. The Bank shall not resolve any complaints in this regard. The Customer shall lodge all such complaints with the Seller;

5.3.2 for the correctness of a Payment Date chosen by the Customer;

5.3.3 for failure to pay an E-Invoice or failure to pay an E-Invoice when due or for resulting late payment
interest or any other claims, if the Payment has been executed or made in accordance with the Agreement;

5.3.4 for failure to pay an E-Invoice, if the Seller has not sent the E-Invoice to the Bank or sends the E-Invoice at a time when the Payment cannot be made under the Agreement;

5.3.5 for failure to pay an E-Invoice, if the Payment was not made due to lack of funds covering the service fee in the Account.

6. Amendment of agreement

6.1 The Customer may modify the following conditions of the Agreement: Account, Payment Date, Monthly Limit, partial debiting, Control Days, and the end date of the Agreement.

6.2 A modification of the Account, Monthly Limit, partial debiting and the end date of the Agreement shall take effect on the date of the modification with regard to all E-Invoices (including E-Invoices received at the Bank for which Payments have not yet been debited from the Account). A modification of the Payment Date and Control Days shall apply to the E-Invoices that are received at the Bank after the modification.

6.3 In the case of a change of the Seller (e.g. if the provision of a service is assigned to another person), the Bank may change the contact details of the Seller indicated in the Agreement subject to the instructions of the Seller. The Seller shall notify the Customer of the change of the service provider.

6.4 The Bank has the right to unilaterally amend the terms and conditions of the Agreement, giving notice to the Customer at least 2 (two) months in advance.

6.5 If the Customer does not agree with the amendment of the terms and conditions of the Agreement, the Customer shall be entitled to cancel the Agreement within the term specified in section 6.4 above.

6.6 If the Customer does not cancel the Agreement within the term specified in section 6.4 above, it shall be deemed that the Customer agrees with the amendments.

6.7 The Bank shall notify the Customer about amendments of the terms and conditions of the Agreement on paper or using another durable data medium (e.g. by e-mail, via the Internet Bank or by SMS). The Customer can access the amended terms and conditions of the Agreement, among other things, at the Bank’s service branches, on the Bank’s website or in another manner specified in the notice.

7. Term of agreement

7.1 The Agreement shall enter into force after the parties to the Agreement have agreed on its terms and conditions.

7.2 The Customer may enter into the Agreement for a specified or unspecified term. If the Agreement is entered into for a specified term, the Agreement shall expire on the expiry date indicated in the Agreement. After the expiry date of the Agreement the Bank shall not pay any E-Invoices received at the Bank during the term of the Agreement but not yet debited from the Account.

7.3 In the case that the expiry date of the Agreement specified by the Customer falls on the Payment Date, the Agreement shall expire when the Payment has been made on the Payment Date or on a Control Day.

7.4 If the Customer does not specify the term of the Agreement when the Agreement is entered into, the Bank shall make Payments in accordance with the terms and conditions of the Agreement until the Customer duly instructs the Bank to terminate the Agreement.

7.5 The Customer has the right to terminate the Agreement at any time by submitting a relevant request to the Bank that conforms to requirements set by the Bank.

7.6 The Bank has the right to cancel the Agreement in the ordinary manner by notifying the Customer thereof 2 (two) months in advance.

7.7 The Bank may immediately cancel the Agreement if the Seller has not sent any E-Invoices to the Customer for 18 months.

7.8 Termination of the Agreement will not stop the sending of E-Invoices to the Bank. To stop the receipt of E-Invoices, a request conforming to the requirements shall be submitted to the Bank.
8. Miscellaneous provisions

8.1 The Bank shall debit the service fee for the performance of the Agreement from the Account pursuant to the price list of the Bank.

8.2 The Bank has the right to disclose information about the Agreement and the Customer to third persons if it is required to do so under the laws of the Republic of Estonia, the General Terms and Conditions of the Bank or the Principles of Processing Customer Data in Estonian Companies of Swedbank.

8.3 Matters and relationships not regulated by the Agreement shall be governed by the General Terms and Conditions of the Bank, the Principles of Processing Customer Data in Estonian Companies of Swedbank, and the Current Account Conditions. The Customer has read and consents to the Agreement, the Current Account Conditions, the General Terms and Conditions of the Bank, and the Principles of Processing Customer Data in Estonian Companies of Swedbank.

8.4 By signing the Agreement the Customer confirms having received, understood and consenting to detailed information about the Agreement (including Payment Dates, and rights and obligations).