

# Standard Terms and Conditions of E-invoice Standing Order Agreement

## Definitions

The terms defined in the Terms and Conditions of Settlement Agreement are also used in the Terms and Conditions in addition to the terms defined below.

**E-invoice** means the electronic payment document issued by the seller to the payer, which is handled in the electronic environment.

**E-invoice Application** means the payer's application to the buyer or operator for sending or termination of sending e-invoices to the bank. The E-invoice Application may be included in the service or sales contract.

**Account** means the current account designated for payment of the e-invoice in the agreement.

**Agreement** means the E-invoice Standing Order Agreement entered into between the payer and the bank, which consists of the principal terms and conditions and these standard terms and conditions and the documents referred to therein.

**Payment** means the transfer of money from the account to the seller on the basis of the payment instruction given by the payer with the Agreement and on the basis of the E-invoice.

**Payment Limit** means the maximum amount of a payment determined by the payer in the Agreement for payment of an E-invoice with the code of a specific service. The Payment Limit is not applied if the maximum amount has not been determined in the Agreement.

**Payment Date** means the date for making the payment on the basis of an E-invoice determined by the payer in the Agreement. The Payment Date may be a date freely selected by the payer from a range determined by the seller or the date the E-invoice is received in the bank or the due date of the payment.

**Due Date** means the due date of the E-invoice indicated on the E-invoice.

**Payer** means the account holder who has entered into an agreement with the bank.

**Seller** means the issuer of an E-invoice who has entered into the service or sales contract on which the E-invoice is based and to whom the Payer makes payments on the basis of the E-invoice.

**Operator** means the service provider that sends E-invoices from the Seller to the bank.

**Bank** means Coop Pank AS, registry code 10237832.

**ServiceID** means the unique identifier determined by the Seller (client code, client number, reference number, etc.), which is necessary for distinguishing various services or goods offered by the same Seller.

## 1. General Provisions

- 1.1. The E-invoice standing order service is a service of the Bank that allows the Payer to pay e-invoices on the basis of a standing order.
- 1.2. The following terms and conditions must be fulfilled as a precondition for the validity of the Agreement:
  - 1.2.1. the Seller must have entered into an agreement with the Operator and the Operator or the Seller have entered into an agreement with the Bank on the basis of which an E-invoice with a ServiceID is sent to the Bank;
  - 1.2.2. the Payer must have submitted an E-invoice Application to the Seller, the Bank or the Operator;
  - 1.2.3. the Payer must have entered into a Settlement Agreement for opening an account with the Bank.
- 1.3. By entering into the Agreement, the Payer instructs the Bank to make Payments from the Account with the determined regularity on behalf of the Payer for payment of each E-invoice according to the E-invoice with the relevant ServiceID and the terms and conditions of the Agreement. The Payments shall be deemed authorised by the Payer with the entry into the Agreement.

## 2. Execution of Payments

- 2.1. The Bank executes a Payment on behalf of the Payer on the condition that an E-invoice with the ServiceID has been sent to the Bank by the Seller or the Operator.

- 2.2. The Bank executes the payment on the Payment Date according to the Agreement and the Settlement Agreement. If the Payment Date is not a settlement date, the Bank will debit the Account for the execution of the Payment on the Payment Date, but the Bank has the right to forward the Payment to the Seller's bank for crediting the Seller's account on the next settlement date following the Payment Date.
- 2.3. The Payer ensures that there are sufficient funds in the account for the execution of the Payment and payment of the service fee of the Bank during the entire Payment Date, and the Payer also ensures that there are no restrictions on the Account that prevent the execution of the payment (e.g. seizure). The Bank does not verify the existence of funds in the other accounts of the Payer.
- 2.4. If the amount payable on the basis of an E-invoice is bigger than the Payment Limit or if there funds available in the Account on the Payment Date are not sufficient for the execution of the Payment and payment of the service fee of the Bank or if restrictions have been established on the Account that prevent the execution of the Payment (e.g. seizure), the Bank will leave the entire payment unexecuted.
- 2.5. If several E-invoices with the same Payment Date have been submitted in respect of the Account and the funds available in the Account are not sufficient for paying all of them and/or the service fee, the Bank has the right to determine the order in which such E-invoices are made.
- 2.6. If an E-invoice is sent to the Bank after the Payment Date, the Bank will execute the Payment on the basis of said E-invoice on the next month's Payment Date if the E-invoice has not been paid account to the data known to the Bank.
- 2.7. The Bank will make a Payment on behalf of the Payer if the E-invoice has been submitted in euros. The Bank does convert other currencies for the payment of an E-invoice.
- 2.8. The Payer has the right to annul the payment of each single E-invoice by submitting the relevant instruction to the Bank either at a branch of the Bank or in the Internet Bank not later than on the calendar day preceding the Payment Date.
- 2.9. The Payer can get information about payments from the account statement in the Internet Bank or from a branch of the Bank.
- 2.10. The Payer can review an E-invoice at a branch of the Bank for at least 13 months after the arrival of the E-invoice at the Bank.
- 2.11. The Payer pays the Bank a service fee for the execution of a Payment according to the price list of the Bank and the terms and conditions of the Settlement Agreement.

### 3. Liability

- 3.1. The Bank is only liable for the execution of Payments that comply with the terms and conditions of the Agreement.
- 3.2. The Bank is not liable for:
  - 3.2.1. the correctness of the data given on an E-invoice and does not resolve any complaints about this. The Seller is liable for the correctness of the E-invoice and the Payer submits any complaints about the E-invoice directly to the Seller;
  - 3.2.2. non-execution or incomplete execution of a Payment if this was caused by the absence of sufficient funds in the Accounts, restrictions established on the Account, insufficiency of the Payment Limit, non-receipt of the E-invoice in time, the Payment Date or any other reason not dependent on the Bank. The Bank will not bear or pay any default interest, claims for damages or another damages related to the above.

### 4. Term, Amendment and Termination of Agreement

- 4.1. The Agreement enters into force from the moment of signing or at the time agreed by the Bank and the Payer and it will be entered into for an unspecified or specified term.
- 4.2. The Payer has the right to change the Account, Payment Date, Payment Limit and Agreement deadline agreed in the Agreement by submitting the relevant request to the Bank at a branch of the Bank or in the Internet Bank. The amendments enter into force on the date the relevant request was submitted.
- 4.3. The Bank has the right to unilaterally amend the terms and conditions of the Agreement and the price list by informing the Payer thereof in advance in accordance with the procedure established in the General Terms and Conditions of the Bank. If the Payer does not agree with an amendment, the Payer has the right to cancel the Agreement during the notice period after the performance of all of the obligations arising from the Agreement. If the Payer does not cancel the Agreement during the notice period, it will be deemed that they have consented to the amendments.
- 4.4. The Payer has the right to cancel the Agreement unilaterally at any time by submitting a relevant request to the Bank at a branch of the Bank or in the Internet Bank.
- 4.5. The Bank has the right to cancel the Contract unilaterally at any time by notifying the Payer who is a consumer thereof pursuant to the procedure stipulated in the General Terms and Conditions at least 2 months in advance and other Payers at least 1 month in advance.

- 4.6. The Bank has the right to cancel the Agreement without notice if the Seller has not submitted E-invoices for at least 13 consecutive months.
- 4.7. In addition to the cases specified in the Agreement, the Bank has the right to cancel the Agreement without notice in the other cases stipulated in the Settlement Agreement, the General Terms and Conditions of the Bank or by law.
- 4.8. The Agreement is deemed to have expired if:
  - 4.8.1. the Account is closed;
  - 4.8.2. the e-invoice forwarding agreement made between the Bank and the Seller expires;
  - 4.8.3. the Bank receives notice of the death of a Payer who is a natural person;
  - 4.8.4. the Bank receives notice of the deletion from the register of a Payer that is a legal entity.
- 4.9. The Agreement expires at 00:00 on the expiry date of the Agreement.
- 4.10. Upon the expiry of the Agreement, the Bank stops paying E-invoices on the basis of the Payer's standing orders. The forwarding of E-invoices to the bank does not end when the Agreement expires.
- 4.11. The expiry of the Agreement will not affect the collection and satisfaction of the monetary claims that emerged before the expiry of the Agreement.

## 5. Other Terms and Conditions

- 5.1. In addition to the terms and conditions set forth in the client data processing principles of the Bank, the Payer grants, by entering into the Agreement, to the Bank its consent for sending information about the Agreement or the Payer to the Operator and/or the Seller to the extent necessary for the performance of the Agreement, incl. for sending E-invoices to the Bank.
- 5.2. In matters not regulated in the Agreement the Bank and the Payer will proceed, in addition to the Agreement, from the Settlement Agreement, the General Terms and Conditions of the Bank, the Principles of Client Data Processing and the price list. The terms and conditions of the Agreement will prevail in the case of a conflict between terms and conditions.
- 5.3. Any claims and complaints of the Payer will be resolved pursuant to the Settlement Agreement and the General Terms and Conditions of the Bank.
- 5.4. By entering into the Agreement, the Payer confirms that they have received adequate information about the principles of the e-invoice standing order service and understood it, read the Agreement, the Settlement Agreement, the General Terms and Conditions of the Bank, the Principles of Client Data Processing and the price list, and want to enter into the Agreement under these terms and conditions.