

STATSKONTORETS PUBLIKATIONER | PEPPOL 5/2024

ACL Terms of Use

Peppo Authority

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1 Scope of application

These Terms of Use apply to the access rights to the Peppol Authority's Peppol ACL address and capability lookup service (hereinafter the "Service") and the use of the Service, including visiting the Service provided by the Peppol Service Provider (hereinafter an "organisation"), browsing the Service, downloading and using content, and other use of the Service. In these Terms of Use, the term "end user" refers to an organisation whose data is uploaded to the Service by the Peppol Service Provider.

Please read these Terms of Use carefully, then fill in the information form (Appendix 1) and submit it by email to peppol@valtiokonttori.fi. Once the submitted information has been verified, a Bearer-token will be created for your organisation to identify the API calls made by your organisation. Access to the Service takes place through APIs. By submitting a completed information form, you confirm that your organisation has agreed to and will comply with these Terms of Use.

2 Other applicable terms

In addition to these Terms of Use, the rules specified in the Peppol Interoperability Framework apply to the use of the Service. ([link to rules](#))

3 About us

The State Treasury acts as the Finnish Peppol Authority. The State Treasury's business ID is 0245440-1 and its postal address is P.O. Box 14 / Financial and Administrative Unit, FI-00054 STATE TREASURY.

The Peppol Authority offers the Service to certified Peppol Service Providers for the purposes of maintaining, querying and distributing the Peppol addresses and capabilities of Finnish organisations.

The Peppol Authority requires that these Service Providers export the Peppol addresses and capabilities of public administration organisations to the Service beginning on 1 August 2024.

The State Treasury's Peppol Authority can be contacted by email at peppol@valtiokonttori.fi.

4 Service description

ACL (Address and Capability Lookup) refers to Peppol's distributed address and capability lookup register. The ACL contains the actual technical data transfer address information of end-users, as well as information on the recipient's capabilities for processing different message types and versions. The ACL also contains other end-user information, such as their business ID.

Peppol Service Providers use the ACL service to maintain information on end-users' Peppol addresses and document receiving capabilities. In the Peppol network, this information is used by service providers to forward documents.

The service can also be used to maintain any contact information related to the end-user.

5 Using the Service

Your organisation is responsible for all arrangements, fees, and expenses required for the implementation of the Service. The use of the Service itself is free of charge.

The Service includes a support portal. Support request can also be submitted by email to acl-support@dbecore.com.

Support requests can only be submitted by a previously specified representative of your organisation. You are responsible for ensuring that the contact list for your organisation remains up to date.

The information uploaded by your organisation to the Service must be kept up to date. If there are any changes in an end-user's information, such as their address, message type receiving capabilities, or other information uploaded to the Service, the information in the Service must be updated in accordance with the Peppol Authority Specific Requirements issued by the Peppol Authority.

The content of the Service may not be disclosed or sold to third parties without the State Treasury's prior consent.

The State Treasury does not guarantee the continuous availability of the Service or its contents, and it also does not guarantee that no disruptions will occur during the use of the Service. The State Treasury maintains the Service in accordance with the requirements set out in the Peppol Service Level Agreement. The State Treasury accepts no liability for any loss or damage due to the fact that the Service is not available as set out in the Service Level Agreement requirements.

The Service is available for the time being. The Service may be interrupted, cancelled, or terminated in full or in part, or modified. You will be notified in advance of any interruption, cancellation or termination of the service.

6 Api identification

Your organisation must maintain the secrecy and confidentiality of the Bearer-token created for the use of the Service, and you may not disclose it to any third parties. Each certified Peppol Service Provider may possess only one Bearer-token at a time.

Your organisation is also responsible for ensuring that all those who use the Service with your organisation's Bearer-token are aware of these Terms of Use, as well as any other applicable terms, and that they comply with said terms.

If your organisation becomes aware of or suspects that a third party has gained access to your Bearer-token, you must immediately notify the Service's support channel to renew your Bearer-token and, if necessary, notify the State Treasury by email at peppol@valtiokonttori.fi

7 Uploading content to the Service

When uploading content to the Service, your organisation must comply with the content requirements set out in these terms.

All content uploaded to the Service is treated as public and copyright-free information. The State Treasury has the right to use, copy, distribute, and present this content in the Service to third parties at our discretion.

The State Treasury also reserves the right to disclose your organisation's identification information to a third party in the event that they claim that the content you have uploaded to the Service violates their copyright or privacy.

The State Treasury is not liable to third parties for the content uploaded to the Service by your organisation or someone else or for the accuracy of said content.

The State Treasury has the right to delete any information uploaded to the Service if it does not comply with the content requirements set out in these terms.

8 Content requirements

These content requirements apply to all content uploaded to the Service by your organisation.

The information uploaded to the Service by your organisation may not contain any personal data. Personal data refers to all data related to an identified or identifiable person. Personal data includes names, home addresses, email addresses, and phone numbers. Any end-user contact information that is uploaded to the Service must be the organisation's contact information, such as email addresses or phone numbers that do not contain any personal data.

Only the Peppol addresses of Finnish end-users may be uploaded to the Service.

Your content or publication must not contain any material that may: be defamatory to another person; be obscene, offensive, hostile or provocative; promote sexual material or services; promote violence or discrimination on the basis of race, gender, religion, nationality, disability, sexual orientation or age; violate another person's copyright, trademark or right to the database; contradict an existing obligation to a third party, such as the obligation of confidentiality; promote illegal activity; be threatening or infringing on the privacy of another party; cause offense, harm or unnecessary anxiety; oppress, shock, inconvenience or provoke another person; impersonate another person or misrepresent your identity or relationship with another person; give the impression that a publication was published by us even when it was not; support, promote or assist any illegal activities, such as copyright infringements.

9 Terminating the use of the Service

When you terminate your use of the Service, your organisation must transfer, delete, or otherwise process the information you have uploaded to the Service in accordance with the rules of the Peppol Interoperability Framework. After this, your organisation must notify the State Treasury of this termination by email at peppol@valtiokonttori.fi, after which the State Treasury will revoke your organisation's access rights within two weeks.

10 Service integrations

The Service is integrated with the Verkkolaskuosoite.fi and Peppol Directory services. The information that your organisation uploads to the Service will also be transferred without exception to the Verkkolaskuosoite.fi and Peppol Directory services. By using the Service, your organisation agrees to the transfer of its information to these services.

By using the Service, your organisation agrees that the end-user whose information you import to the Service has understood and agreed to the storage, maintenance, querying, and sharing of their information, and to the other activities related to the operation of the Service, such as transferring the end-user's information to the Verkkolaskuosoite.fi and Peppol Directory services.

In connection with the Verkkolaskuosoite.fi integration, your organisation must add its email address to the TechnicalContactUrl information included in the customer's ServiceGroup details. This contact information is used in the Verkkolaskuosoite.fi service as the reporting channel for any incorrect address or capability information.

11 Changes to the Service

The content of the Service is updated and may be changed from time to time. The Service may not always be up to date, and the State Treasury does not have a specific obligation to update the Service for your organisation. The State Treasury does not guarantee that the Service or its contents are free of errors or deficiencies.

12 Reliability of the information

The end-user information in the Service – such as addresses, message type receiving capabilities, or other information – is uploaded by the Peppol Service Providers using the Service. The material uploaded and produced by the Peppol Service Providers for the Service is not actively reviewed, and the State Treasury is thus not responsible for the content or accuracy of the material in question.

Although the aim is to ensure the up-to-dateness of the information in the Service, the State Treasury does not guarantee in any way that the content of the Service is accurate, complete, or up to date.

13 Limitation of liability

The State Treasury is not liable to your organisation for any loss or damage, regardless of whether the damage is related to contractual or tort law, or some other basis related to the use or unavailability of the Service, or to the use or reliability of the content or information contained in the Service.

The State Treasury is not responsible for any: lost profit, turnover or income; loss, destruction or change in information or software; business-related obstructions; loss of expected savings; loss of business opportunities or reputational damage; or other indirect or implied damage.

The State Treasury is not responsible for the content of websites referred to in the Service or to which a link can be found in the Service. The existence of a reference or link does not constitute an endorsement of the website in question. The State Treasury is not liable for any loss or damage incurred by visiting or using the aforementioned websites.

14 Viruses

The State Treasury does not guarantee that the Service is free of viruses.

Your organisation may not misuse the Service by deliberately infecting the Service with any viruses, malware, or other harmful or malicious applications.

Your organisation must also not attempt to gain unauthorised access to the Service or to the server on which the Service is located or to any other server, computer, or database connected to the Service. You may not perform a denial-of-service (DoS) attack or a distributed denial-of-service (DDoS) attack on the Service.

If you violate the provisions of this section, you will also be in violation of the Finnish Criminal Code. Any acts that violate the provisions of this section will be reported to the relevant authorities. Your organisation's right to use the Service will be terminated immediately if you act in violation of the provisions of this section.

15 Links to the Service

You may add links to the Service to other websites or social media platforms as long as you do so fairly and legally and in a manner that does not harm or exploit our reputation.

You may not use the link in such a way that it could imply a collaborative relationship between your organisation and the State Treasury, or an approval or recommendation given by the State Treasury, if such a connection does not actually exist.

The State Treasury reserves the right to prohibit the use of links to the Service.

The website to which you intend to add a link to the Service must be fully compliant with the content requirements presented in these terms.

If you wish to use the content of the Service in any other way, please contact peppol@valtiokonttori.fi for further information.

16 Links to third-party websites

The links in the Service to other websites and content prepared by third parties are for your information only.

The State Treasury has no influence on the content of the aforementioned websites or third-party materials, and the State Treasury is therefore not responsible for the content of these websites or materials.

17 Prohibited use

Your organisation may only use the Service for legal purposes. You may not use the Service in a manner that violates local, national or international law, or these Terms of Use.

18 Interruption and termination

The State Treasury decides whether your organisation has violated the Terms of Use of the Service when you use the Service. If the Terms of Use have been violated, the State Treasury will take the appropriate measures.

The State Treasury may refuse to grant access, immediately cancel the granted access right for a temporary period, or permanently remove the access right or prevent further access to the Service if you have acted or continue to act in violation of these Terms of Use, the law, or good practice. In addition, the content uploaded by your organisation may be temporarily or permanently deleted.

The State Treasury is not responsible for any losses or damage caused by our possible actions. The measures mentioned in these Terms of Use are only examples of the measures that we may take as a result of an infringement. The State Treasury reserves the right to take other appropriate measures.

19 Compensation for damages

If you violate these Terms of Use, your organisation is responsible for any direct damages caused by the activities that violated these Terms of Use.

In all cases, the maximum amount of damages will be limited to EUR 35,000.

20 Amendments to the terms of use

These Terms of Use may be amended. Any amendments to the Terms of Use will be notified by submitting the updated Terms of Use to the email address indicated on the information form. The new Terms of Use will take effect 15 business days after the email notification has been sent out. If you do not accept the new Terms of Use you must, by responding to the email notification, notify the State Treasury by the aforementioned deadline of discontinuing your Service use.

21 Applicable law and settlement of disputes

The use of the Service is governed by Finnish law, with the exception of the provisions concerning the choice of law.

Any disputes concerning these Terms of Use or the use of the Service will be resolved through negotiations between the Parties. If no solution can be found, the dispute may be referred to the District Court of Helsinki.

22 Sanctions

The European Union and the United Nations have imposed and may impose sanctions through legislation and/or institutional decisions.

By accepting these Terms of Use, you declare that the aforementioned sanctions have not been imposed on:

- 1) Your organisation,
- 2) The members of your administrative, managerial or supervisory bodies, or persons with representative, decision-making or supervisory powers,
- 3) The direct or indirect owners of your organisation,
- 4) Such subcontractors who are involved in the production of the information to be added to the Service,
- 5) The members of said subcontractors' administrative, managerial or supervisory bodies, or persons with representative, decision-making or supervisory powers in those subcontractors, or the direct or indirect owners of those subcontractors.

You agree that your activities under these Terms of Use, or the use of the products or services provided by you and your subcontractors do not violate the aforementioned sanctions.

Furthermore, you affirm that your organisation is not subject to the restrictions referred to in Council Regulation (EU) 833/2014 on restrictive measures in view of Russia's actions destabilising the situation in Ukraine.

You agree to notify the State Treasury immediately if any of the aforementioned parties become subject to a sanction or restriction imposed by the EU or the UN.

Upon request, you agree to promptly provide the State Treasury with information on direct or indirect owners, subcontractors, and other beneficiaries. In addition, you agree to notify without delay if your performances related to the use of the Service may, indirectly or directly, end up in the hands of a party subject to sanctions.

The State Treasury has the right to refuse access, immediately cancel a granted access right, or prevent you from accessing the Service in the future if:

- 1) the European Union or the United Nations impose sanctions on your organisation or on the aforementioned entities listed in this section,
- 2) Your organisation is subject to the restrictions referred to in Council Regulation (EU) 833/2014 on restrictive measures in view of Russia's actions destabilising the situation in Ukraine.

If you violate the obligations specified in this section, your organisation will be obliged to compensate us for any damage caused by the breach of obligations under this Chapter, and the limitations of liability will not apply.

Appendix 1 | Information form

Peppol Service Provider: organisational information	
Organisation name (Same as the one registered in Open-Peppol)	
Organisation ID (e.g. business ID)	
Organisation ID register (e.g. Trade Register)	
Peppol Authority with which the Service Provider Agreement was signed	
Peppol Service Provider: contact information	
Contact person's name	
Contact person's email address	
Contact person's phone number	
Other contact information (optional)	
Alternative email 1	
Alternative email 2	
Alternative email 3	
Alternative email 4	
Information on one Finnish end-user as a customer (example of customer)	
End-user organisation's name	
End-user organisation's ID	
End-user's Peppol address	

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Valtiokonttori

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