

Terms of use

for the Online Access Act-compliant
Invoice Submission Portal (OZG-RE)

Last updated: 14 October 2019

1. Scope of the terms of use

The Federal Republic of Germany (hereinafter referred to as “the operator”) provides the Online Access Act-compliant Invoice Submission Portal (*OZG-konforme Rechnungseingangsplattform, OZG-RE*) (hereinafter referred to as “the Invoice Submission Portal”) via the technical service provider “Bundesdruckerei GmbH” (bdr) as an online service to parties issuing and sending invoices (hereinafter referred to as “the user”). The Invoice Submission Portal allows the user to create or upload electronic invoices and send them to the invoice recipient. By creating a user account, the user enters into a contract, with the operator, governing the use of the Invoice Submission Portal.

The following terms of use shall apply to all services offered to the user as part of the Invoice Submission Portal.

2. Definitions

Definitions of terms are set out in the Federal Government’s Regulation on Electronic Invoicing (*E-Rechnungsverordnung, E-Rech-VO*), which was adopted on 4 April 2017 as a result of the Act to Implement EU Directive 2014/55/EU on electronic invoicing in public procurement. This applies in particular to the terms “invoice”, “electronic invoice”, “invoice issuer” “invoice recipient” and “invoice sender”. The Regulation on Electronic Invoicing governs the organization of the Federal Government’s electronic invoicing system.

The Regulation on Electronic Invoicing can be found online [here](#).

3. Details of the responsible bodies

a) Invoice Submission Portal website provider

The Federal Ministry of the Interior, Building and Community (BMI)

Alt-Moabit 140
10557 Berlin, Germany

Tel.: +49 (0)30 18681-0
Fax: +49 (0)30 18681-12926
Email: poststelle@bmi.bund.de

b) Technical service provider

Bundesdruckerei GmbH (bdr)

Kommandantenstr. 18
10969 Berlin
Germany

Email: sendersupport-xrechnung@bdr.de

c) Data protection officer

Data Protection Officer for the Federal Ministry of the Interior

Alt-Moabit 140
10557 Berlin, Germany

Tel.: +49 (0)30 18681-0
Email: bds@bmi.bund.de

4. Services and scope

By using the services of the Invoice Submission Portal, the user can create and/or upload electronic invoices in order to make them available to the invoice recipient. While creating an electronic invoice, the user can opt to save a preliminary version of the electronic invoice and continue creating the invoice at a later time. After the electronic invoice has been created, its validity and the validity of any supporting documents are checked by the Invoice Submission Portal. This validation process includes a virus scan and checking of formal correctness (e.g. a valid invoice format and size restrictions or if all required fields have been filled in; see section 8 for more information). If the electronic invoice is valid, it is then submitted to the invoice recipient for a final invoice check. From the time of creation or upload right through to final checking of the electronic invoice, the Invoice Submission Portal allows the user to track the status of the electronic invoices sent. The status of the invoice will be one of the following: new, submitted, collected and rejected.

If an invoice is not collected or rejected by the invoice recipient within 28 days of its provision for collection (status: submitted), the operator may delete the invoice.

The operator will delete the invoice 28 days after it is collected or rejected by the invoice recipient. The services provided by the Invoice Submission Portal are limited to the creation or uploading of electronic invoices for recipients. Collection of electronic invoices from the Invoice Submission Portal by the invoice recipient, checking the arithmetic and factual correctness of the electronic invoice or ordering payment are solely the responsibility of the invoice recipient.

5. Creating a user account

To use the services of the Invoice Submission Portal, a user account must be created and the following criteria must be met:

Any natural person of legal capacity or legal entity can create a Invoice Submission Portal user account. The following user data is required to create a user account:

- first and last name
- e-mail address
- password

6. Session cookies

Session cookies are used once during the registration process. This is necessary in order to use the Invoice Submission Portal website.

The user can configure their browser so that session cookies are automatically deleted on closing the browser.

7. Setting up transmission channels

After registration, the user initially has browser-based access to their user account by default, which they can use to manually capture, send and upload electronic invoices. In addition, the user can activate one of the following channels in their user account for sending electronic invoices: e-mail, or PEPPOL. These transmission channels have the following recipient addresses:

- E-mail: the sender selects the recipient e-mail address provided in the Invoice Submission Portal for the user account in question.
- PEPPOL: the sender selects the recipient PEPPOL address of the buyer reference ID of the invoice recipient.

It must be pointed out that according to Section 10 of the Federal Government's Regulation on Electronic Invoicing, the abovementioned transmission channels may be changed later depending on the outcome of a review of the Invoice Submission Portal.

8. Valid file formats and size restrictions

a) Electronic invoice formats

i. XRechnung standard

Section 4 of the Federal Government's Regulation on Electronic Invoicing sets out the requirements for the invoice data model and states that electronic invoices must comply with the current version of the XRechnung standard or European standard EN 16931-1-2017.

The XRechnung standard was drawn up by the Coordination Office for IT Standards on behalf of the IT Planning Council. You can find the current version of the XRechnung standard [here](#).

The European Standard on Electronic Invoicing EN 16931-1-2017 was published by the European Committee for Standardization (CEN) on 28 June 2017.

Electronic invoices to be sent are verified for compliance with the XRechnung standard or European standard EN 16931-1-2017 for electronic invoices using schema and schematron validation that meets the specifications of the respective standard.

An electronic invoice must also contain required information according to section 5 of the Federal Government's Regulation on Electronic Invoicing in the following XRechnung fields or in the fields of the European standard EN 16931-1-2017:

<i>Required information according to Section 5 of the Federal Government's Regulation on Electronic Invoicing</i>	<i>XRechnung fields or European standard fields</i>
Buyer reference ID of the invoice recipient*	BT-10
User's bank details	For bank transfer: BG-17 (BT-84 to BT-86) For direct debit**: BG-19 (BT-89 to 91)
Terms of payment	BT-20
User's e-mail address	BT-43
Supplier number (if known)	BT-29
Order number (if known)	BT-13

BT = Business Term or information element

BG = Business Group or group of information elements

* Further information on the buyer reference ID is available at <https://www.xoev.de/> or from the invoice recipient.

** Only with SEPA Direct Debit mandate

ii. Other invoice formats besides XRechnung standard

Invoice formats other than XRechnung standard that meet the European standard EN-16931 and the Federal Government's Regulation on Electronic Invoicing are also accepted, as long as the Bundesdruckerei (bdr) has successfully verified the technical compatibility of these invoice formats and a final application specification for these invoice data models has been made available to the bdr. It should be noted that the final application specification must be completed and fully documented. The following requirements must also be met:

- Electronic invoices must be submitted in the form of a machine-readable XML data set, i.e. not in PDF format
- Supporting documents must be embedded as binary objects in the machine-readable XML of their respective electronic invoices

- Electronic invoices must be validated by the current verification tool provided by the Coordination Office for IT Standards (KoSIT) (a tool provided by KoSIT which checks the formal correctness of electronic invoices received).

b) Format of supporting documents and size restrictions for electronic invoices and supporting documents

The format regulations for supporting documents and size restrictions for electronic invoices and their supporting documents can be found in the Technical Details document.

Additional supporting documents can be added as links (as separate downloadable resources via URL or as embedded documents) to an invoice. The user must request information on the requirements for links from the invoice recipient. If an invoice recipient cannot open a link, the invoice recipient can reject the invoice because it is not possible to check the invoice.

The provisions set out in this section must be met for the invoice to be submitted for collection to the invoice recipient by the Invoice Submission Portal.

9. Technical requirements to be met by the user

Other technical requirements that the user must meet to ensure that the services of the Invoice Submission Portal can be used are provided under “Technical details for Invoice Submission Portal terms of use” (section 19 of this document).

10. Electronic invoices received

An electronic invoice is considered to have been received by the invoice recipient as soon as the invoice status is displayed as “submitted”. This is the case when the invoice has been received by the Invoice Submission Portal and has undergone the validation checks outlined above. This is dependent on adherence to the requirements for formats and size restrictions for electronic invoices and supporting documents (see section 8). The Invoice Submission Portal allows the user to track the status of electronic invoices via log data in the Portal’s web service. Log data are deleted 30 days after the last status change.

11. Times of use

The user can access Invoice Submission Portal services 24 hours a day, seven days a week. Please note that response times may be slower or the website may be temporarily unavailable during the period from 6 p.m. to 8 a.m. each day due to maintenance work.

12. Support

The user can address any specialist/technical questions to the Invoice Submission Portal support service by e-mail (sendersupport-xrechnung@bdr.de).

13. Fees

Use of the Invoice Submission Portal is free of charge. Costs incurred by the user for accessing the Invoice Submission Portal, especially for the provision, connection and operation of the necessary software and hardware as well as for Internet use, will not be reimbursed to the user by the bodies responsible (website provider and technical service provider) for the Invoice Submission Portal.

14. Data protection

The data protection notice for the Invoice Submission Portal can be found here: [Data protection notice](#)

15. Duty of care

a) Responsibility for determining the protection requirement

A protection requirements analysis was carried out for the personal data included in invoices and the Invoice Submission Portal was designed accordingly.

Invoices that contain confidential invoice data as provided for in Section 4 (2) numbers 1-3 of the Security Clearance Check Act (*Sicherheitsüberprüfungsgesetz, SÜG*) and are therefore excluded from the scope of the Federal Government's Regulation on Electronic Invoicing (*E-Rechnungsverordnung, E-Rech-VO*) in line with Section 8 (1) of the Regulation on Electronic Invoicing, must not be submitted to the Invoice Submission Portal. Invoices that contain confidential invoice data as provided for in Section 4 (2) number 4 of the Security Clearance Check Act must not be submitted via e-mail in line with Section 8 (2) of the Federal Government's Regulation on Electronic Invoicing. The user is responsible for adherence to these provisions.

b) Responsibility for access data

The user is responsible for ensuring that no third party gains unauthorized access to their password or user account. User accounts are not transferable to third parties.

c) Virus-free documents

It is the user's responsibility to scan any files for viruses prior to submission and to only send virus-free files to the Invoice Submission Portal. Electronic invoices containing a virus will be deleted as part of the validation check.

16. Termination of use

Use of the Invoice Submission Portal may be terminated by the user without explanation at any time. Temporary suspension or final termination of use by the operator requires a formal explanation of just cause for this. Just cause shall be deemed to exist in particular if there is reasonable grounds to believe that the user is not adequately complying with the duty to ensure that no unauthorized third party gains access to their password or user account (see section 5).

A user account will be suspended after one year of non-activity and the user will be notified accordingly via e-mail. The user then has the right to lift the suspension themselves within a period of 30 days. Regardless of this, the user can re-register at a later date.

17. No guarantee; disclaimer notice

a) No guarantee

The operator does not guarantee that the services of the Invoice Submission Portal will be available at all times. It is the operator's aim to ensure that submitted, validated electronic invoices are made available for collection by the invoice recipient as fast as possible. The user can find detailed information regarding the status of a submitted invoice in their user account.

b) Disclaimer notice

- i. The user shall not be entitled to any claims for damages. This shall not apply to claims for damages by the user resulting from injury to life, body or health or from the violation of material contractual obligations, or to liability for other damage arising from an intentional or grossly negligent breach of duty by the operator, a legal representative of the operator or an agent used to perform an obligation of the operator. Material contractual obligations are those which are essential to the performance of the contract.
- ii. In case of ordinary negligence of a material contractual obligation, the operator shall only be liable for damages that are typical for the contract and foreseeable. The exceptions to the aforementioned are claims to damages by the user resulting from injury to life, body and health.
- iii. The restrictions set out in paragraphs ii and iii shall also apply in favour of the operator's legal representatives and agents in cases where claims are made directly against them.

c) Legal requirements for invoices

The operator shall not be liable for tax and legal compliance of electronic invoices transmitted using the Invoice Submission Portal; this is the duty of the user. Furthermore, the operator shall not be responsible for ensuring compliance with retention periods required under commercial and tax law.

18. Final provisions

- a) The laws of the Federal Republic of Germany shall apply, with the exclusion of the provisions of private international law.
- b) The place of performance for all services shall be Berlin. The place of jurisdiction for all disputes arising from this contract shall be Berlin. The operator reserves the right to bring an action against the user at another competent court. This jurisdiction clause shall only be valid if the user is a trader, a legal person under public law or a special fund under public law.
- c) Should individual conditions of these terms of use become completely or partially invalid, this shall not affect the validity of the remaining provisions. The completely or partially invalid condition shall be replaced by another condition, whose objective comes as close as possible to the objective of the invalid condition.
- d) Amendments, additions and the cancellation of a contract require the written form. The same shall apply to an amendment to the requirement of written form.
- e) The operator shall inform the user in writing of amendments to these terms of use. Such amendments shall be deemed approved by the user if he or she does not lodge an objection to the validity of the new terms of use within six weeks of receipt of notice.

19. Technical details for Invoice Submission Portal terms of use

a) Size restriction

i. General

Depending on the specific transmission channel, restrictions apply to the size of electronic invoice files as well as to the number and file size of supporting documents included. The invoice will be processed if the permitted file size is not exceeded.

ii. Web capture

Supporting documents that are sent with an electronic invoice when a web capture method is used must not exceed a file size of 15 MB. The number of supporting documents is limited to 200.

iii. Upload

The file size of electronic invoices submitted using the upload function, including embedded supporting documents, must not exceed 15 MB. The number of supporting documents is limited to 200.

iv. e-mail

The file size of electronic invoices submitted via e-mail may not exceed 15 MB, including supporting documents. The number of supporting documents is limited to 200. It must also be noted that any text entries in the e-mail will not be considered.

Please note: Each e-mail may only include one invoice. E-mails containing more than one invoice will be deleted.

v. PEPPOL

The file size of electronic invoices submitted using PEPPOL must not exceed 15 MB, including supporting documents. The number of supporting documents is limited to 200.

b) Valid file formats for supporting documents

Only documents with the following file formats may be embedded as supporting documents in electronic invoices:

- PDF files
- Image files (PNG, JPEG)
- Text files (CSV)
- Excel sheets (XLSX)
- OpenDocument tables (ODS)