



T&C 2022

Terms and conditions GatewayAPI.com

Table of content

1. Applicability and validity.....	3
2. GatewayAPI.com.....	3
3. Functionality.....	4
4. Account.....	5
5. Prices and payment.....	6
6. Technical aspects.....	8
7. Accessibility and uptime.....	9
8. Security and limitations of use.....	10
9. Personal data.....	11
10. Support and service goals.....	11
11. Integration.....	12
12. Backup and data.....	12
13. Communication.....	13
14. Intellectual property rights, etc.....	13
15. Termination.....	13
16. Liability and limitation of liability.....	16
17. Marketing.....	16
18. Force majeure etc.....	16
19. Transfer.....	16
20. Changes to the Terms.....	17
21. Applicable law and court venue.....	17

1. Applicability and validity

- 1.1 These terms and conditions (hereinafter referred to as “Terms” of **GatewayAPI.com** (hereinafter referred to as "**GatewayAPI.com**") apply to any use of **GatewayAPI.com**. Furthermore, these Terms also apply to any use of **www.GatewayAPI.eu** (hereinafter referred to as **GatewayAPI.eu**), wherever **GatewayAPI.com** is stated, unless otherwise specified.
- 1.2 The customer (the "Customer") is the legal entity that enters into an agreement regarding access to and use of **GatewayAPI.com** with **ONLINECITY.IO** ApS, VAT-ID 27364276, which is a Danish registered company and which stands behind and provides **GatewayAPI.com**.
- 1.3 Terms of the Customer's terms of purchase, tender conditions or similar cannot be relied upon in relation to the access to and use of **GatewayAPI.com**.
- 1.4 The Terms contain special conditions concerning, inter alia, liability limitation and special deadlines, and the Customer is encouraged to read the Terms carefully before acceptance.

2. GatewayAPI.com

- 2.1 **GatewayAPI.com** is an online service that allows the Customer to send SMS, MMS and email (the "Services"). Sending can be done through the API services provided by GatewayAPI.com, which is described in more detail in **GatewayAPI.com**'s documentation where the Customer can also read more about the Services and **ONLINECITY.IO**'s other services; (www.GatewayAPI.com/docs).

2.2 **ONLINECITY.IO**'s Services are transmitted through existing telecommunications networks under agreement with a telecommunications operator. **ONLINECITY.IO** is not responsible for any faults, defects and crashes of the telecommunications operator's telecommunication systems.

3. Functionality

3.1 **GatewayAPI.com** is offered with the basic functionality that the system provides when the Customer first accesses **GatewayAPI.com**.

3.2 **ONLINECITY.IO** is entitled, at its sole discretion, to continually change the functionality (software) of **GatewayAPI.com**.

3.2.1 **ONLINECITY.IO** may determine that new standard functionality is part of Customer's current access.

3.2.2 Changes to the functionality may be made by without prior notice.

3.3 The Customer is aware that GatewayAPI.com may contain errors and inconsistencies. Such errors and inconsistencies are rectified where possible in the course of ONLINECITY.IO's ongoing updating and maintenance of GatewayAPI.com, and will not affect the obligation to pay the agreed fee, and ONLINECITY.IO is not responsible for any interruptions, disruptions or changes related to technical, maintenance or operational actions, including delays.

4. Account

- 4.1** In order to use the Services, the Customer must create a **GatewayAPI.com** account, enter a minimum full name, company name, e-mail address, address, postal code, and city as well as country. Registration is free and entitles the Customer to 30 days free trial. When creating the first trial account (limited to one pr. Customer), ONLINECITY.IO inserts GatewayAPI credit so that trial messages can be sent. The credit cannot be paid out, cf. section. 4.5.
- 4.2** When the Customer creates an account, the Customer is subsequently sent his/her verification code which will be used for the further sign up process.
- 4.3** The Customer is responsible for ensuring that all account information is accurate at all times. The Customer is required to keep **GatewayAPI.com** usernames and passwords confidential. The Customer is liable for any misuse of that Customer's account, including but not limited to misuse of usernames and passwords, regardless whether the abuse is made by the Customer or third parties, unless the abuse is caused by circumstances that can only be attributed to **ONLINECITY.IO**.
- 4.4** In order to make use of the Services, the Customer must complete a purchase of GatewayAPI credit or have received GatewayAPI credit, cf. section 4.1. If the Customer has not completed a purchase (purchased GatewayAPI credit) before the 30 day trial expires, **ONLINECITY.IO** deactivates the account. It can take up to five days from the purchase of GatewayAPI credit to the Customer's account balance to reflect that. Once the purchase of GatewayAPI credit has been credited to the account balance, the Customer gains access to the digital content and the purchase has been completed, with the



Customer then using the account. When using the Services, the account's GatewayAPI credit balance is written down continuously. It may take up to 48 hours for the write-downs to be visible on the GatewayAPI account balance.

- 4.5** GatewayAPI credit is not transferable to another person or account, has no monetary value, accrues no interest, and unless required by law or permitted by these Terms (see option 15.4), cannot be redeemed or refunded for any kind of money or monetary value from ONLINECITY.IO at any time.
- 4.6** **ONLINECITY.IO** may at any time suspend, close or block the Customer's account, including if these Terms are not respected. Barring is done without notice and **ONLINECITY.IO** may charge up to DKK 1.500 ex. VAT to reopen an account.
- 4.7** The Customer may at any time (i) request **ONLINECITY.IO** to block the Customer's account by writing an email to support; support@GatewayAPI.com, or (ii) delete the account himself through the Customer's account overview.

5. Prices and payment

- 5.1** The Customer only pays for the traffic used by the Customer, as well as any optional features (see section 5.5) or a fee for choosing a post-payment (see section 15.4). **ONLINECITY.IO**'s current price list can always be accessed at www.GatewayAPI.com. The Customer can view his/her current price list by logging into the Customer's account. **ONLINECITY.IO** may change the price list from day to day as prices are based on third party prices. All prices are in DKK and/or EUR and quoted ex. VAT. The prices may be subject to errors. See also section 4.6, 5.7 in relation to payment of fees when reopening



a blocked account and writing down an inactive account, as well as section 15.4 in relation to the minimum limit and processing fee for reimbursement of prepaid amounts.

- 5.2** Prepayment; **GatewayAPI.com** can only be used when the Customer has GatewayAPI credit in the Customer's account. Payment for GatewayAPI credit can be made using the following debit cards: MasterCard and VISA. If the Customer activates automatic payment, GatewayAPI credit is automatically purchased for the amount the Customer has specified when GatewayAPI credit falls below the specified limit. The customer can disable automatic payment via his/her user account at any time. A maximum of one automatic payment can be made per hour. It is the Customer's responsibility to ensure that there is sufficient GatewayAPI credit in the Customer's account to enable the Customer's traffic to run as desired.
- 5.3** Post-payment; If the Customer wishes to pay per month after consumption, ie. without prepayment, the Customer may contact **ONLINECITY.IO** via support@gatewayapi.com and request to be approved for credit. If applicable, **ONLINECITY.IO**'s fees, etc. will be settled monthly in arrears and due for payment 8 days after the invoice date. Due unpaid payments is subject to interest at 2% per commenced month until payment is made. **ONLINECITY.IO** sets a credit limit and may require security in the form of a cash deposit. If the Customer does not pay the invoices or required deposit, **ONLINECITY.IO** can block or close the Customer's account(s).
- 5.4** Invoice will be issued using the information entered by the Customer into **GatewayAPI.com** and the Customer will be invoiced for the purchased GatewayAPI credit. Any disputes to invoices must be communicated to **ONLINECITY.IO** no later than 30 days after the invoice is due, in order to be a valid dispute.



- 5.5** The Customer may choose to extend the basic functionality of **GatewayAPI.com** by purchasing optional features.
- 5.5.1** Optional features offered are: SMS reception via keywords. Virtual mobile number, i.e. the possibility for the recipient to answer directly.
- 5.5.2** The optional functions are pre-settled with a fixed amount per month, quarter or year. Optional feature prices are subject to change with 48-hour notice upon notification on the **GatewayAPI.com** website.
- 5.6** If the Customer is located in Denmark, VAT is attributed to the invoice. For other EU countries, there is a reverse payment obligation and the Customer must himself report VAT in accordance with Article 196 of Council Directive 2006/112 / EC. If the Customer is located and uses the **GatewayAPI.com** outside the EU, the VAT rules in the Customer's home country apply, and the Customer is responsible for its compliance.
- 5.7** Inactive accounts are understood to mean that there has neither been any subscription payments, inbound or outbound traffic for 60 consecutive days. Inactive accounts with a positive balance will be written down by EUR 2 / DKK 15 per. month.

6. Technical aspects

- 6.1** **GatewayAPI.com** supports several different types of sending, which can be viewed at **www.GatewayAPI.com**.
- 6.2** As a Customer at **GatewayAPI.com**, you have the opportunity to send SMS and MMS to a wide range of countries. The current list



of countries can be found at www.GatewayAPI.com.

- 6.3** SMS can, depending on the amount of content, can be composed into several messages. If an SMS of more than 160 common characters including line breaks and spaces, it will be sent in multiple messages of up to 153 common characters each. Read more about the options at www.GatewayAPI.com.
- 6.4** The technical requirements for using [GatewayAPI.com](http://www.GatewayAPI.com) and the Services are available at www.GatewayAPI.com/docs. Certain Services are subject to consumption limits and/or geographical restrictions that may change at any time.
- 6.5** Content-charged services, e.g. donations, collections, digital goods, or other services that add a charge to normal SMS prices must be agreed upon and set up separately before accessing such services. To access these services, write to support@gatewayapi.com.
- 6.6** If the services of [ONLINECITY.IO](http://www.ONLINECITY.IO) are covered by the Payment Services Act, the provisions of the Act are waived to the greatest extent possible.

7. Accessibility and uptime

- 7.1** [GatewayAPI.com](http://www.GatewayAPI.com) is accessed by the Customer via the Internet. At www.GatewayAPI.com, the Customer can view the various devices and browsers, including the versions.
- 7.2** [ONLINECITY.IO](http://www.ONLINECITY.IO) strives for [GatewayAPI.com](http://www.GatewayAPI.com) to be available at least 99.9% of its time, as measured per quarter. During the mentioned uptime, time is spent on preventative maintenance and updating of [GatewayAPI.com](http://www.GatewayAPI.com) as well as maintenance of hardware etc.



- 7.3** Maintenance and updating are usually done on weekdays during the period. 24:00 - 06:00 Danish time (GMT+1). Critical updates will be made during the daytime.
- 7.4** If **ONLINECITY.IO** exceptionally needs to perform maintenance or update during working hours, this will be notified whenever possible in the **GatewayAPI.com** notification system and under [status.GatewayAPI.com](https://status.gatewayapi.com). Via [status.GatewayAPI.com](https://status.gatewayapi.com), alerts can be sent by email/SMS if the Customer signs up for this.
- 7.5** Breakdowns/inaccessibility due to conditions that are beyond **ONLINECITY.IO**'s control, including but not limited to those mentioned under force majeure, are not counted as breakdowns that affect uptime.

8. Security and limitations of use

- 8.1** **ONLINECITY.IO** has built a high level of security around **GatewayAPI.com**'s internal systems and is responsible for its own systems.
- 8.2** The Customer is responsible for the security of the units used and the Customer's own systems as well as access to its accounts and tokens. **ONLINECITY.IO** is not responsible for and cannot be held liable for any misuse, hacking, bot attacks, spamming or similar, committed on or towards the Customer's systems or units.
- 8.3** **GatewayAPI.com** may not be used for any illegal, pornographic, harmful, racist, harassing, violent, threatening or similar purpose or otherwise used to send viruses, spam or used to harm third parties. The Customer is obliged to comply with the laws of relevant countries and possibly framework agreements for sending messages through **GatewayAPI.com**, including ensuring that the content is legal and



can be sent legally. If messages are to be sent to foreign providers, the Customer is also obliged to comply with the rules hereof, and that the content under the law of these countries is legal. Furthermore, **ONLINECITY.IO** cannot be held liable for a Customer's breach of this clause and is not required to send messages to recipients who do not wish to receive messages.

- 8.4** **ONLINECITY.IO** is entitled to invoice or set off any fees, fines and penalties, etc. from the operators or third parties caused by the Customer or its customers. Furthermore, **ONLINECITY.IO** is entitled to invoice or set off the actual time spent on the case processing.
- 8.5** **ONLINECITY.IO** is entitled for security reasons to make random checks of SMS content and check up on suspicious activity found via **ONLINECITY.IO**'s internal security system or affiliates' and suppliers' security systems, as well as end customers' or receiving parties' complaints and inquiries.
- 8.6** The use of the Service for sending peer-to-peer SMS traffic (P2P) is restricted. The Service is reserved for A2P (application-to-peer), M2M (machine-to-machine) and P2A (peer-to-application) communication.

9. Personal data

- 9.1** Everything pertaining to personal data and the data processing is clarified in the [GatewayAPI standard Data Processing Agreement incl. Standard Contractual Clauses and GatewayAPI Personal Data Policy, located on our Security & Compliance page](#). For use of GatewayAPI.com the "[DPA GatewayAPI.com](#)" and for the use of GatewayAPI.eu the "[DPA GatewayAPI.eu](#)" applies once either has been accepted by the Customer in the GDPR module on their account.



10. Support and service goals

- 10.1** **ONLINECITY.IO** monitors all **GatewayAPI.com** services and provides technical support to the Customer's contact persons via e-mail and chat on weekdays from 09:00 - 15:00 Danish time (GMT+1). Emails and instant messages are usually answered within 24 hours.
- 10.2** **ONLINECITY.IO** provides 24/7 monitoring of all servers.
- 10.3** On top of **ONLINECITY.IO**'s normal support and service, **ONLINECITY.IO** offers a separate extended tailor-made service agreement. The Customer may contact **ONLINECITY.IO** at sales@gatewayapi.com if the Customer requests further information on **ONLINECITY.IO**'s service agreements.
- 10.4** The Customer is obliged to comply with **ONLINECITY.IO**'s reasonable instructions regarding the use of **GatewayAPI.com**, including in the avoidance/circumvention of errors.

11. Integration

- 11.1** **ONLINECITY.IO** assists only with technical support for integration after a separate agreement is made. You can read more about integration and see code examples at www.gatewayapi.com/docs.
- 11.2** The Customer is responsible for the implementation of the integration and the information that the Customer inserts into **ONLINECITY.IO**'s systems.

12. Backup and data

- 12.1 **ONLINECITY.IO** is continually backing up **GatewayAPI.com**. Backup cannot replace the Customer's own backup, as **ONLINECITY.IO**'s daily backup is overwritten with the latest backup every day. Backups are stored by **ONLINECITY.IO** for up to three months.
- 12.2 The Customer may be assisted to restore previously produced backups if they continue to be found on **ONLINECITY.IO**'s backup. Note: This is an extra service and is connected to separate costs.

13. Communication

- 13.1 **ONLINECITY.IO** may use the Customer's email for all communications, including service announcements, claims and reminders, as well as news announcements in **GatewayAPI.com** or other services offered by **ONLINECITY.IO**.

14. Intellectual property rights, etc.

- 14.1 **ONLINECITY.IO** has all rights, including intellectual property and any know-how, to **GatewayAPI.com** and its associated system and database.
- 14.2. **ONLINECITY.IO** retains the ownership of keywords and numbers created for the Customer, and the Customer is therefore only granted a right to use it. This right of use only applies as long as the contractual relationship exists.



14.3. Prior to creating a virtual mobile number, the Customer may submit his/her own SIM card for operation under **GatewayAPI.com**, thereby retaining ownership of the number when the contractual relationship terminates.

15. Termination

15.1 The Agreement for access to and use of **GatewayAPI.com** may be terminated by the Customer, in writing, without notice or under “Settings” in the Customer's account.

15.2 **ONLINECITY.IO** may terminate the Customer's access to and use of **GatewayAPI.com** from day to day.

15.3 If the Customer fails to pay a due amount to **ONLINECITY.IO** or if the Customer fails to fulfill its obligations under these Terms, including if the Customer fails to comply with the Terms of **GatewayAPI.com**, **ONLINECITY.IO** has the right to immediately terminate the Customer's access to **GatewayAPI.com** if the relationship has not been rectified before.

15.3.1 Access to **GatewayAPI.com** can only be reestablished once the Customer has paid all sums due, including all costs or terminated any other material breach. Failure to comply with the terms is always significant.

15.4 Upon cancellation, prepaid amounts below DKK 800.00 / 100 Euro will not be refunded. For refunds of over DKK 800.00 / 100 Euro, a handling fee of DKK 350.00 / 50 Euro will be charged. Any fee for transferring to the Customer's foreign account must be paid by the Customer.



15.5 If **ONLINECITY.IO** materially breaches its obligations under these Terms, the Customer, if the breach is not terminated within 20 working days of **ONLINECITY.IO** receiving written notice from the Customer of the nature and significance of the breach, is entitled to terminate access to and the use of **GatewayAPI.com** with a notice selected by the Customer.

16. Liability and limitation of liability

16.1 The Customer is solely responsible and liable solely for the Customer's use of **GatewayAPI.com**, including access to **GatewayAPI.com** as well as the messages/content sent to the Customer's customers/recipients of the Customer's messages, e.g. in the form of links or messages.

16.2 The Customer has no right of withdrawal.

16.3 **ONLINECITY.IO** is not liable for indirect loss or consequential damages. Loss of data as well as costs for restoration and reinstallation, etc. of which, in any case, is considered indirect loss or consequential damage, with the exception of loss of data covered by the EU General Data Protection Regulation.

16.4 **ONLINECITY.IO** does not under any circumstances incur any losses in the form of operating losses, loss of profit, loss of savings, loss of goodwill or similar losses, regardless of whether **ONLINECITY.IO** was aware of the risk of such losses.

16.5 **ONLINECITY.IO**'s liability to the Customer, regardless of the cause of the damage, may never exceed the lower of the following amount; (i) the last six months payment from the Customer, or (ii) DKK 30,000.

- 16.6** The Customer shall indemnify **ONLINECITY.IO** for all claims to the extent that **ONLINECITY.IO** is liable to any third party for any damage or loss which **ONLINECITY.IO** will not be liable to the Customer, including any damage resulting from the Customer's circumstances.
- 16.7** **GatewayAPI.com** disclaims any responsibility for any loss incurred by the telecommunications operator regarding the cancellation of numbers or services related to virtual mobile numbers, including any numbers provided by us via SIM card. It is also the Customer's responsibility that the use of a telecommunications operator's SIM card at all times comply with its terms and any closure as a result of any breach thereof is not reimbursed by **GatewayAPI.com**.

17. Marketing

- 17.1** **ONLINECITY.IO** is entitled to use the Customer as a reference in its marketing, including a description of a possible project and with a link to **GatewayAPI.com** and the Client's website. To this end, **ONLINECITY.IO** is entitled to use the Customer's business characteristics and trademarks to the extent necessary, however, so that the use does not occur in a harmful manner to the Customer. The customer may opt out of being used for reference by sending a request to support@gatewayapi.com.

18. Force majeure etc.

- 18.1** **ONLINECITY.IO** is not liable to the Customer in the event of circumstances that impede or delay the performance of **ONLINECITY.IO**'s obligations. Such circumstances may include: be: war, mobilization, riots and riots, terrorist attacks, natural disasters, strikes and lock-



outs, or, viruses, hacking, spamming, crashes or other abnormal strain on the IT systems or telecommunications networks used by **ONLINECITY.IO**, public authorities and rights holders, or other circumstances over which **ONLINECITY.IO** does not have direct control. If one or more of the aforementioned circumstances occurs, **ONLINECITY.IO** is entitled to postpone the delivery of its Services or to cancel the agreement with the Customer without liability.

19. Transfer

- 19.1 The Customer is not entitled to transfer the access to **GatewayAPI.com** to any third party without the prior written consent of **ONLINECITY.IO**.
- 19.2 **ONLINECITY.IO** is entitled to transfer **GatewayAPI.com** with associated agreements, data and content if the transfer occurs in connection with a business transfer or similar circumstances.

20. Changes to the Terms

- 20.1 **ONLINECITY.IO** may change these terms, in whole or in part, with one day's notice.

21. Applicable law and court venue

- 21.1 Any dispute between the parties must be dealt with under Danish law with the Copenhagen City Court as the proper venue, or the Court in Odense.



The rule of law does not include Danish private international law or other rules that lead to the application of anything other than Danish law. Regardless of the foregoing, **ONLINECITY.IO** is entitled to bring an action, including for non-payment, before the court of the jurisdiction in which the Customer operates.



T&C 2021

Thank you for your interest

If in any way you are unsure about anything,
then please don't hesitate to contact us.
We are always ready to help.

Contact us here: support@gatewayapi.com

Let's stay connected

