



Terms and conditions

Terms and conditions

GatewayAPI.com



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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 and GatewayAPI.eu.
- 1.2** The Customer (continuously referred to as 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** GatewayAPI is directed exclusively at Business to Business customers.
- 1.4** The Terms were last updated on May 23, 2025 and are effective between the Customer and ONLINECITY.IO as of the date when the Customer set up an account at gatewayapi.com. ONLINECITY.IO reserves the right to change the Terms from time to time. If such changes are considered material, ONLINECITY.IO will inform registered customers about the changes by email with a 30 days’ prior notice, with the exception of the day to day price change described in section 5.1 in these Terms. The Customer’s continued use of the GatewayAPI website or services after any changes will constitute acknowledgement and acceptance of the modified Terms.
- 1.5** Terms regarding the Customer's terms of purchase, tender conditions or similar cannot be relied upon in relation to the access to and use of GatewayAPI.
- 1.6** 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.



- 1.7** The Terms and other content on the GatewayAPI.com website are translated from English into various languages for convenience. These translations are unofficial and should be understood in accordance with the English version, which will take precedence in case of any discrepancies. ONLINECITY.IO assumes no liability for any errors, omissions or ambiguities in the translations. Any individual or organization choosing to rely on the translated material does so at their own risk. In case of uncertainty, please always refer to the official English language version.

2. GatewayAPI.com

- 2.1** GatewayAPI is an online service that allows the Customer to use communication services via different channels (like SMS, email, etc.) (the "Services"). Sending can be done through the API services provided by GatewayAPI, which is described in more detail in GatewayAPI'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 is offered with the basic functionality that the system provides when the Customer first accesses GatewayAPI.



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

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.

4. Account

4.1 In order to use the Services, the Customer must create a GatewayAPI account, and enter as a minimum their full name, company name, e-mail address, address, postal code, and city as well as country. Registration is free and entitles the Customer to a 30 days free trial. When creating the first trial account (limited to one per 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 a 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 of 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. 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 1.500/200 Euro 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 their 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. The customer must pay all banking fees in relation to making payments to ONLINECITY.IO.
- 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 theirhis/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, i.e. 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 are 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** Invoices will be issued using the information entered by the Customer into GatewayAPI.com. The Customer may choose to extend the basic functionality of GatewayAPI.com by purchasing optional features. These additional services may be billed in different ways, such as through prepayment or post-payment, and can be charged based on subscription (e.g. monthly, quarterly or annually) or consumptions (e.g. usage-based fees). Prices for optional services are subject to change with 48 hours notice.
- 5.5** 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 themselves 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.
- 5.6** Inactive accounts are understood to mean that there has neither been any subscription payments, inbound nor 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 supports several different types of sending, which can be viewed at www.gatewayapi.com.
- 6.2** As a Customer at GatewayAPI, you have the opportunity to use communication services via different channels (like SMS, email, etc.) to a wide range of countries. The current list of countries can be found at www.gatewayapi.com.
- 6.3** Communication through the Services can, depending on the amount of content, be composed into several messages.
- 6.4** The technical requirements for using GatewayAPI 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 are covered by the Payment Services Act, the provisions of the Act are waived to the greatest extent possible.
- 6.7** GatewayAPI will make all reasonable efforts to ensure the delivery of the Services, however GatewayAPI does not and can not guarantee the delivery of the Services. In our efforts to minimize bad traffic and fraudulent behavior, we record the number and time stamps every time a delivery report (DLR) is received with the status UNDELIVERED. In case we count an unusual amount of undelivered messages



within a short time frame, we will not attempt to resend the messages. Whenever a DLR is received with the status DELIVERED, we will reset the counter to avoid fluctuation.

7. Accessibility and uptime

- 7.1** GatewayAPI 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 strives for GatewayAPI to be available at least 99.95% of the time, as measured per quarter. During the mentioned uptime, time is spent on preventative maintenance and updating of GatewayAPI as well as maintenance of hardware etc.
- 7.3** Maintenance and updating is 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 notification system and under status.gatewayapi.com. Via status.gatewayapi.com, alerts can be sent by email/SMS if the Customer signs up for this.
- 7.5** Breakdowns/unavailability 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's internal systems and is responsible for the security of 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 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, 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 person-to-person SMS traffic (P2P) is restricted. The Service is reserved for A2P (application-to-person), M2M (machine-to-machine) and P2A (person-to-application) communication.

9. Personal data

- 9.1** Your privacy is important to us, and this is why we have created a separate Privacy Policy in order to explain how we collect, manage, process and store your private information. GatewayAPI's Privacy Policy is included under the scope of these Terms and Conditions and can be found on the [website](#).
- 9.2** For the processing of personal information on behalf of the Customer, the Customer will accept the GatewayAPI standard [Data Processing Agreement](#) and it will apply once it has been accepted by the Customer in the GDPR module on their account. In the event of contradictions, GatewayAPI standard Data Processing Agreement regulations precede these Terms and Conditions

10. Support and service goals

- 10.1** ONLINECITY.IO monitors all GatewayAPI 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. 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, but it is the Customers responsibility to make their own backups.
- 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 or other services offered by ONLINECITY.IO.

14. Intellectual property rights, etc.

- 14.1** ONLINECITY.IO owns all rights, including intellectual property and any know-how, to GatewayAPI and its associated system and database. The Customer is granted a limited, non-exclusive right to use GatewayAPI and its Services, which can be revoked at any time and is valid only as long as the contractual relationship exists. The Customer does not acquire ownership rights to the platform or its intellectual property.



- 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 their own SIM card for operation under GatewayAPI, thereby retaining ownership of the number when the contractual relationship terminates.
- 14.4.** The Customer may not reverse-engineer, modify, sublicense or otherwise misuse the GatewayAPI Services without written permission from ONLINECITY.IO.
- 14.5.** The Customer must be able to confirm compliance with these provisions within 15 working days of a request, or this may be considered a material breach of the Terms.

15. Termination

- 15.1** The Agreement for access to and use of GatewayAPI 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 their obligations under these Terms, including if the Customer fails to comply with the Terms of GatewayAPI, ONLINECITY.IO has the right to immediately terminate the Customer's access to GatewayAPI if the relationship has not been rectified before.

15.3.1 Access to GatewayAPI 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 with a notice selected by the Customer.

16. Disclaimer of Warranty

16.1 By using the GatewayAPI website or Services, the Customer understands and agrees that all Services GatewayAPI provides are “as is” and “as available”. This means that the Customer is aware that GatewayAPI 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, 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.

16.2 Furthermore, the Customer understands and agrees that;

16.2.1 Any content downloaded or otherwise obtained through the use of the GatewayAPI Services is downloaded or obtained at the Customer's own discretion and risk; that the Customer is solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such content, and that.

16.2.2 No information and advice, whether expressed, implied, oral or written, obtained by the Customer from GatewayAPI or through any Services GatewayAPI provides will create any warranty, guarantee or conditions of any kind, except for those expressly outlined in these Terms.

16.3 Unless otherwise expressed, ONLINECITY.IO expressly disclaims all warranties, guarantees and conditions of any kind, whether express or implied, including but not limited to any implied warranties, guarantees and conditions of merchantability, fitness for a particular purpose and non-infringement.

17. Liability and limitation of liability and Indemnification

- 17.1** 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.
- 17.2** The Customer has no right of withdrawal.
- 17.3** ONLINECITY.IO will not be liable for any direct, indirect, incidental, consequential or exemplary loss or damage, including fines and penalties, which may be incurred by the Customer as a result of using GatewayAPI's Services or as a result of any changes, data loss or corruption, cancellation, loss of access or downtime to the full extent that applicable limitation of liability laws allow.
- 17.4** The Customer expressly understands and agrees that any claim against ONLINECITY.IO will be limited to the amount the Customer has paid in the previous 6 months or DKK 30,000, whichever is the lower of the two, if any, for use of GatewayAPI's Services.
- 17.5** 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.



17.6 ONLINECITY.IO disclaims any responsibility for any loss incurred by the operators of the Services, e.g. telecommunications operator regarding the cancellation of numbers or services related to virtual mobile numbers, including any numbers provided by us via SIM card, or other services provided by operators. It is also the Customer's responsibility that the use of the Services, e.g. SIM-cards and data, complies with its terms and any closure as a result of any breach thereof is not reimbursed by ONLINECITY.IO.

18. Marketing

18.1 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 and the Client's website. To this end, ONLINECITY.IO is entitled to use the Customer's business characteristics, logos 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.

19. Force majeure etc.

- 19.1** 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: war, mobilization, riots and riots, terrorist attacks, natural disasters, strikes and lockouts, 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.

20. Transfer

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

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.



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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

