



Rich Communication Services

# RCS terms and conditions

## GatewayAPI.com



New message - RCS



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These Terms and Conditions (“RCS Terms”) govern the use of Rich Communication Services (“RCS”) provided by ONLINECITY.IO ApS (hereafter “ONLINECITY.IO”) through [GatewayAPI.com](https://GatewayAPI.com) (the “Service”). The RCS Terms supplement the general [Terms and Conditions](#) for [GatewayAPI.com](https://GatewayAPI.com) and apply specifically to the use of RCS Business Messaging (RBM) functionality.

## 1. Definitions

- Customer: Any legal entity or individual using the Service to send or receive RCS messages.
- RCS: A communication service enabling advanced and richer messaging features such as multimedia messages, chat and file transfers.
- RCS Agent: A programmatic entity that sends messages to users on behalf of a brand.
- RCS Services: The provision of RCS to the Customer for use by the Customer’s business or commercial activities, including re-routing the sending and delivery of SMS as RCS messages to destinations where ONLINECITY.IO supports RCS while using the existing network connection for SMS.

## 2. RCS Services

Regarding the payment of the Charges, ONLINECITY.IO agrees to make RCS Services available to the Customer to use in accordance with the terms set out herein. In the event that RCS routing is unavailable or a message cannot be delivered via RCS for any reason, ONLINECITY.IO reserves the right to re-route the message through alternative channels, such as SMS, to ensure delivery. However, if the Customer explicitly opts out of fallback mechanisms and chooses to utilize RCS exclusively, the Customer acknowledges and accepts that message delivery may fail in cases where RCS delivery is not possible. In such scenarios, ONLINECITY.IO shall not be held responsible for undelivered messages.

The Customer is responsible for configuring their messaging preferences accordingly and understands the implications of disabling fallback options.

The Customer further acknowledges and agrees that;

- (a) to be able to use the RSC Services, the Customer is required to have an account with ONLINECITY.IO and be able to send SMS via that account; and
- (b) to send messages via RCS, the Customer must register its brand, which must be approved on a per-country and per-operator basis before message transmission is permitted.

### 3. RCS Agent

An RCS Agent must be registered, and the Customer hereby authorizes ONLINECITY.IO or its Affiliates to complete the relevant registration for and on behalf of the Customer. The Customer shall complete any relevant RCS Agent registration process that ONLINECITY.IO requires, and the Customer will provide any additional information to ONLINECITY.IO that is reasonably required to complete the registration process. The Customer warrants that any information they provide to ONLINECITY.IO is complete, true and accurate, and the Customer is authorised to provide such information to ONLINECITY.IO. The Customer acknowledges that the registration process for RCS Agents is reliant upon Service Providers and their acceptance criteria which is defined by their particular registration processes (which varies amongst Service Providers) and ONLINECITY.IO is in no way liable, should any Service Provider reject the Customer's registration of any RCS Agent.



## 4. Acceptable Use

The Customer agrees to use RCS in compliance with applicable laws, regulations and industry best practices. This includes, but is not limited to:

- Not sending unsolicited commercial messages (spam) or content that is illegal, harmful, threatening, defamatory or otherwise offensive.
- Respecting recipient privacy and obtaining the necessary consent before sending messages.
- Providing clear and easily accessible opt-out methods to allow recipients to withdraw their consent at any time, in accordance with regulatory and operator requirements.
- Complying with guidelines and policies set by mobile network operators and relevant regulatory authorities.

## 5. Third Party Terms and Reliance on Service Providers

The Customer acknowledges and agrees that the provision and use of the RCS Services is conditional upon the Customer's acceptance of and strict compliance with all Service Provider requirements, including the third-party terms set out below (as amended or replaced from time to time, including any policies or directives incorporated therein):

- (a) (Google) terms of service that govern the use of RBM (RCS Business Messaging) as currently set out at the following URLs:
  - i. <http://developers.google.com/business-communications/rcs-business-messaging/carriers/tos>
  - ii. <https://developers.google.com/business-communications/rcs-business-messaging/support/tos>

The Customer acknowledges that it has read and understood these terms and shall periodically check the terms and policies to be fully aware of and comply with their conditions, rights and obligations.

Furthermore, the Customer acknowledges and agrees that the RCS Services rely on certain Service Providers and handset capabilities to achieve technical integration and inter-operation with ONLINECITY.IO's systems, which are necessary to facilitate the RCS Services. As such, the Customer acknowledges that these aspects are beyond ONLINECITY.IO's control, and ONLINECITY.IO shall not be liable for any technical integration limitations or interoperability failures.

## 6. Content Responsibility

The Customer is solely responsible for the content of messages sent via RCS. ONLINECITY.IO assumes no liability for message content and reserves the right to suspend or terminate the Customer's access to the Service in case of violations of these RCS Terms.

## 7. Data Handling and Security

The Customer agrees to process personal data in accordance with the same laws and to the terms set out in ONLINECITY.IO's Data Processing Agreement ("DPA") which can be found under <https://gatewayapi.com/security-and-compliance/>.

ONLINECITY.IO implements appropriate technical and organizational measures to protect personal data processed through RCS in compliance with applicable data protection laws.

## 8. Fees and Payment

Use of RCS may be subject to specific fees, as outlined in the Customer's agreement with ONLINECITY.IO. Payment terms follow the general **Terms and Conditions** for GatewayAPI.com unless otherwise agreed.

Pricing is based on a **per submitted message** model, meaning charges apply for all delivery attempts - regardless of whether the message is ultimately delivered.

The current price list can always be accessed at <https://gatewayapi.com/pricing/>



## 9. Customer Warranties

The Customer agrees that ONLINECITY.IO may recover from the Customer any charge, fine, penalty or debit a network operator or Service Provider levies against ONLINECITY.IO as a result of an alleged violation of the requirements of the RCS Terms and the general Terms and Conditions for GatewayAPI.com.

The Customer represents and warrants that it shall comply with all applicable laws and regulations in relation to the transmission of content, and in particular but without limitation the Customer shall comply with all applicable Data Protection Laws.

The Customer agrees to provide any governmental body or ONLINECITY.IO with such information or material relating to the RCS Services as reasonably requested in order to carry out any investigation in connection with the RCS Services.

In no event will ONLINECITY.IO be liable for any damages under these RCS Terms including, without limitation, any lost revenue, lost profits or indirect, incidental, consequential, special, punitive or exemplary damages.

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 activities committed on or towards the Customer's systems or units.

The RCS services are provided “as is”. ONLINECITY.IO makes no other representations or warranties of any kind, either express or implied, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, title, non-infringement, quiet enjoyment, satisfactory quality or accuracy with respect to the RCS services.

## 10. Intellectual property rights, etc.

The Customer retains all rights and ownership in the content of the Customer's RCS and ONLINECITY.IO does not claim any ownership rights in such content. Except for rights expressly granted herein, no implied licenses are granted by ONLINECITY.IO, and ONLINECITY.IO hereby reserve all rights not so granted. The Customer acknowledges that ONLINECITY.IO retains all sole and exclusive ownership of all right, title and interest in and to the RCS Services and our Confidential Information, including all intellectual property rights thereto, and at no time will the Customer dispute or contest our exclusive ownership rights in any of the foregoing. If the Customer provides any feedback relating to the RCS Services, ONLINECITY.IO will own such feedback and may use and modify the feedback without any restriction or payment to the Customer.

## 11. Limitation of Liability

ONLINECITY.IO shall not be liable for any indirect damages, including loss of data, revenue or profits, resulting from the use of RCS. ONLINECITY.IO's total liability to the Customer in relation to RCS services shall be limited to the amount paid by the Customer for RCS services in the preceding **12 months**.

## 12. Changes and Termination

ONLINECITY.IO reserves the right to amend these RCS Terms with appropriate notice to the Customer. The Customer may terminate the use of RCS by providing written notice in accordance with the general Terms and Conditions for GatewayAPI.com.



RCS terms and conditions

# 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](mailto:support@gatewayapi.com)