



RELATION
OMNI CHANNEL CITY

TERMS & ❤️ 👑 CONDITIONS

✍️ APRIL 2024

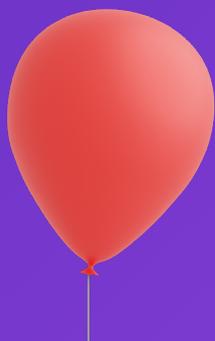


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1. Applicability and validity

- 1.1. These terms and conditions (hereinafter referred to as “Terms” of www.RelationCity.com (hereinafter referred to as “RelationCity”)) apply to any use of RelationCity.
- 1.2. The Customer is the legal entity that enters into an agreement regarding access to and use of RelationCity with RelationCity ApS, VAT-ID 42258148, which is a Danish registered company.
- 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 RelationCity.
- 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. RelationCity

- 2.1. RelationCity is an advanced omnichannel online platform that allows the Customer to send SMS and other formats of communication (the “Services”) to their customers, employees, affiliates, systems, end-users etc.
- 2.2. Depending on the format, Services are transmitted through existing telecommunications networks or over the Internet in accordance with an agreement with a telecommunications operator or other service provider. RelationCity is not responsible for any errors, defects and breakdowns in the telecom operator’s telecommunications or other third party systems.

3. Functionality

- 3.1. RelationCity is offered with the basic functionality that the system provides when the Customer first accesses RelationCity.
- 3.2. RelationCity is entitled, at its own discretion, to continuously change the platform’s functionality and possibilities of use.
 - 3.2.1 RelationCity may determine that new standard functionality is part of the Customer’s current access.

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3.2.2 Changes to the functionality can be made without prior notice.

3.3. The customer is aware that RelationCity may contain errors and inconsistencies. Such errors and inconsistencies are corrected where possible in connection with RelationCity's ongoing updating and maintenance and will not affect the obligation to pay the agreed fee, and RelationCity is not responsible for any interruptions, disruptions or changes related to technical, maintenance or operating actions, including delays.

4. Account

4.1 To use RelationCity, the Customer must create an account, and as a minimum enter the full company name, VAT ID, name of the contact person and e-mail address. Registration is free. Upon creation of the first trial account (limited to one per Customer), RelationCity may provide credit so that trial messages can be sent. The credit cannot be paid out, cf. section 4.5. The Customer must contact RelationCity via the chat function to transform their trial account into a normal production account.

4.2. When the Customer creates an account, the Customer is subsequently sent their confirmation code, which will be used for the further registration process.

4.3. The customer is responsible for ensuring that all account information is correct at all times. The customer is obliged to keep RelationCity usernames and passwords confidential. The Customer is responsible for any misuse of the relevant Customer's account, including but not limited to misuse of usernames and passwords, regardless of whether the misuse is made by the Customer or third parties, unless the misuse is caused by conditions that can only be attributed to RelationCity.

4.4. In order to make use of RelationCity, the Customer must complete a purchase of RelationCity credit or have received RelationCity credit, cf. section 4.1. A period may elapse from the purchase of RelationCity credit to the Customer's account balance reflecting this. When the purchase of RelationCity credit is credited to the account balance, the Customer gains access to the services that RelationCity makes available and the purchase is completed, after which the Customer can then use the account.

4.5. RelationCity credit is non-transferable to another person or account, has no monetary value, accrues no interest and is not redeemable or refundable for any money or monetary value except as required by law or permitted by these Terms (see Option 15.4) from RelationCity at any time.

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- 4.6.** RelationCity may at any time suspend, close or block the Customer's account, including if these Terms are not complied with. Blocking takes place without notice and RelationCity can charge up to 200 Euro ex. VAT to reopen an account.
- 4.7.** The Customer may at any time (i) request RelationCity to block the Customer's account by writing an email to support; support@relationcity.com, or (ii) delete the account themselves through the Customer's account overview.

5. Prices and payment

- 5.1.** The Customer only pays for the amount of Services that the Customer uses, as well as any optional features or a fee for choosing post-payment. The customer can see their current price list by logging into the customer's account. RelationCity can change the price list from day to day, as the prices are based on third party prices. All prices are in EUR and are indicated ex. VAT. Errors reserved. See also section 4.6 in relation to the payment of a fee for reopening a blocked account and write-down of an inactive account as well as section 15.4 in relation to the minimum limit and processing fee for repayment of prepaid amounts.
- 5.2.** Prepayment: RelationCity can only be used when the Customer has RelationCity credit in the Customer's account. Payment for RelationCity credit can be made with the following payment cards:
 - 5.2.1.** Visa, Mastercard, American Express, Discover, Diners Club, China UnionPay, Google Pay og Apple Pay
- 5.3.** The customer can choose to expand the basic functionality of RelationCity by purchasing optional services.
 - 5.3.1** The optional functions are: SMS reception via keywords. Virtual mobile number, i.e. the option for the recipient to answer directly.
 - 5.3.2.** These optional services are billed in advance with a fixed amount per month, quarter or year. Optional feature prices are subject to change with 48 hours notice.
- 5.4.** If the Customer is located in Denmark, VAT is charged on the invoice. For other EU countries, there is a reverse payment obligation and the Customer must report VAT themselves in accordance with Article 196 of Council Directive 2006/112/EC. If the Customer is located and uses RelationCity outside the EU, the VAT rules in the Customer's home country apply, and the Customer is responsible for their compliance.

6. Technical aspects

- 6.1. RelationCity supports several different ways of sending messages, which can be seen on relationcity.com.
- 6.2. As a RelationCity customer, you have the option of sending SMS to a large number of countries.
- 6.3. Communication through the Services can, depending on the amount of content, be partitioned into several messages. If an SMS has more than 160 standard characters including line breaks and spaces, it is sent in multiple messages of up to 153 standard characters each.
- 6.4. Certain services are subject to usage limits and/or geographic restrictions, which may change at any time.

7. Accessibility and uptime

- 7.1. RelationCity is accessed by the Customer via an internet browser which is connected to the internet.
- 7.2. RelationCity strives to be available at least 99.9% of the time, measured per quarter. During the mentioned uptime, time is spent on preventive maintenance and updating of RelationCity as well as maintenance of hardware etc.
- 7.3. Maintenance and updating usually takes place on weekdays during the period. 24:00 - 06:00 Danish time (GMT+1). Critical updates will be made during the day.
- 7.4. Crashes/unavailability due to circumstances beyond RelationCity's control, including but not limited to those mentioned under force majeure, do not count as crashes affecting uptime.

8. Security and limitations of use

- 8.1. RelationCity has built a high level of security around RelationCity's internal systems and is responsible for its own systems.

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- 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. RelationCity 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, units or account(s).
- 8.3.** RelationCity may not be used for any illegal, pornographic, harmful, racist, harassing, violent, threatening or similar purposes or otherwise used to send viruses or spam, or used to harm third parties. The Customer is obliged to comply with the laws of relevant countries and possibly framework agreements for the Services used through RelationCity, including ensuring that the content is legal and can be communicated legally. If communication is to be sent to foreign providers, the Customer is also obliged to comply with the rules hereof, and ensure that the content, under the law of these countries, is legal. Furthermore, RelationCity cannot be held liable for a Customer's breach of this clause and is not required to send communication through the Services to recipients who do not wish to receive it.
- 8.4.** RelationCity is entitled to invoice or set off any fees, fines and penalties etc. from the operators, suppliers or third parties, caused by the Customer or its customers. Furthermore, RelationCity is entitled to invoice or set off the actual time spent on the case processing.
- 8.5.** RelationCity is entitled for security reasons to make random checks of communication content and check up on suspicious activity found via RelationCity'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 RelationCity standard Data Processing Agreement and RelationCity's Privacy Policy, located on the website. The RelationCity standard Data Processing Agreement applies once it has been accepted by the Customer in the GDPR module on their account.

10. Support and service goals

- 10.1. RelationCity monitors all its services and provides technical support to the Customers' contact persons via email 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. RelationCity provides 24/7 monitoring of all servers.
- 10.3. In addition to RelationCity's normal support and service, RelationCity offers a separate extended and tailored service agreement. The Customer may contact RelationCity at sales@relationcity.com if the Customer requests additional information about RelationCity's service agreements.
- 10.4. The customer is obliged to comply with RelationCity's reasonable instructions regarding the use of RelationCity.com, including avoiding/circumventing errors.

11. Integration

- 11.1. RelationCity only assists with technical support for integration by separate agreement.

12. Backup and data

- 12.1. RelationCity is continually backing up RelationCity.com. Backup cannot replace the Customer's own backup, as RelationCity's daily backup is overwritten with the latest backup every day. Backups are stored by RelationCity for up to three months.

13. Communication

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

14. Intellectual property rights, etc.

- 14.1. RelationCity has all rights, including intellectual property and any know-how, to RelationCity.com and its associated system and database.

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- 14.2.** RelationCity 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 RelationCity.com, thereby retaining ownership of the number when the contractual relationship terminates.

15. Termination

- 15.1.** The agreement on access to and use of RelationCity can be terminated by the Customer, in writing, without notice or under “Settings” on the Customer’s account.
- 15.2.** RelationCity may terminate the Customer’s access to and use of RelationCity.com from day to day.
- 15.3.** If the Customer fails to pay an amount due to RelationCity, or if the Customer does not fulfill its obligations under these Terms, including if the Customer fails to comply with the Terms and Conditions for RelationCity, RelationCity has the right to immediately terminate the Customer’s access if the relationship is not fixed before.
 - 15.3.1.** Access to RelationCity.com may only be re-established when the Customer has paid all amounts due, including all costs, or remedied any other material breach. Failure to comply with the terms is always material.
- 15.4.** In the event of cancellation, pre-paid amounts under 100 Euro are not refunded. For refunds of more than 100 Euro, a processing fee of 50 Euro is charged. Any fee for transfer to the Customer’s foreign account must be paid by the Customer.
- 15.5.** If RelationCity materially breaches its obligations under these Terms, the Customer, if the breach is not brought to an end within 20 working days after ONLINECITY.IO has received written notice from the Customer of the nature and significance of the breach, is entitled to terminate access to and the use of RelationCity with a notice chosen 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 RelationCity, including access to RelationCity.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.** RelationCity is not responsible for indirect losses or consequential damages. Loss of data as well as costs for restoration and reinstallation etc. are considered indirect losses or consequential damages, with the exception of loss of data covered by the EU's general data protection regulation.
- 16.4.** Under no circumstances does RelationCity suffer losses in the form of operating losses, loss of profit, loss of savings, loss of goodwill or similar losses, regardless of whether RelationCity was aware of the risk of such losses.
- 16.5.** RelationCity's liability towards the Customer can, regardless of the cause of the damage, never exceed the lowest of the amounts below; (i) the last six months' payment from the Customer, or (ii) EUR 1,000.
- 16.6.** The Customer shall indemnify RelationCity for any claim to the extent that RelationCity is liable to a third party for any damage or loss for which RelationCity will not be liable to the Customer, including any damage resulting from the Customer's relationship.
- 16.7.** RelationCity disclaims any responsibility for any loss incurred by the telecom operator in connection with cancellation of numbers, services related to virtual mobile numbers, including any numbers provided by us via SIM cards. Furthermore, it is the Customer's responsibility that the use of a telecom operator's SIM card complies with its terms and conditions at all times, and any closure as a result of any breach thereof will not be refunded by RelationCity.

17. Marketing

- 17.1.** RelationCity is entitled to use the Customer as a reference in its marketing, including a description of a possible project and with a link to RelationCity.com and the Client's website. RelationCity 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@relationcity.com.

18. Force majeure etc.

- 18.1.** RelationCity is not liable to the Customer in the event of circumstances that impede or delay the performance of RelationCity's obligations, which RelationCity does not have any control over. Such circumstances may include: war, mobilization, riots, terrorist attacks, natural disasters, strikes and lockouts, or, viruses, hacking, spamming, crashes or other abnormal strains on the IT systems or telecommunications networks used by RelationCity, public authorities and rights holders, or other circumstances over which RelationCity does not have direct control. If one or more of the aforementioned circumstances occur, RelationCity 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 RelationCity.com to any third party without the prior written consent of RelationCity.
- 19.2.** RelationCity is entitled to transfer RelationCity.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. RelationCity 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, RelationCity is entitled to bring an action, including for non-payment, before the court of the jurisdiction in which the Customer operates.



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@relationcity.com





TERMS & CROWN CONDITIONS

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