



TERMS & CONDITIONS

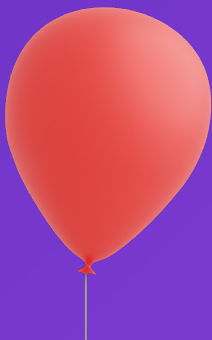


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1. Applicability and validity

- 1.1. These terms and conditions (hereinafter referred to as “Terms” of www.relationcity.com apply to any use of RelationCity (continuously referred to as the “RelationCity”)
- 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 RelationCity with RelationCity ApS, DK42258148, which is a Danish registered company.
- 1.3. RelationCity is directed exclusively at Business to Business customers.
- 1.4. The Terms were last updated on November 3rd, 2025 and are effective between the Customer and RelationCity ApS as of the date when the Customer set up an account at www.relationcity.com. RelationCity ApS reserves the right to change the Terms from time to time. If such changes are considered material, RelationCity ApS 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 RelationCity 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 RelationCity.
- 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 RelationCity 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. RelationCity ApS 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. RelationCity

- 2.1.** RelationCity is an advanced omnichannel online platform that allows the Customer to send SMS, email and other formats of communication (the “Services”) to their customers, employees, affiliates, systems, end-users etc. For the use of Rich Communication Services (“RCS”) please find the specific terms here.
“Communication” means all formats of communication (SMS, email, RCS, RBS, 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.
 - 3.2.2** Changes to the functionality can be made without prior notice.

4. Account

- 4.1 In order to use RelationCity, the Customer must create an account, and enter as a minimum their full company name, VAT ID, name of the contact person and email 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 and its Services, 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.
- 4.6 RelationCity may at any time suspend, close or block the Customer's account and/or Services, including if these Terms are not complied with. Blocking takes place without notice and RelationCity can charge up to DKK 1.500/200 Euro ex. VAT to reopen an account.
- 4.7 The Customer may at any time request RelationCity to block the Customer's account by writing an email to support; support@relationcity.com.

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 listed on our pricing page in EUR and DKK 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. The customer must pay all banking fees in relation to making payments to RelationCity.
- 5.2.** Prepayment: RelationCity can only be used when the Customer has RelationCity credit in the Customer's account.
- 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@relationcity.com and request to be approved for credit. In the event of late payment, RelationCity reserves the right to charge interest at a rate of 2% per commenced month on the overdue amount, calculated from the due date until payment is made in full. In addition, RelationCity may charge a reminder fee of EUR 15/DKK 100 per overdue invoice.
- 5.4.** The Customer can choose to expand the basic functionality of RelationCity by purchasing optional services. 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 charged on 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 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 Communication to a large number of countries.
- 6.3. Communication through the Services can, depending on the amount of content, be partitioned into several messages.
- 6.4. Certain Services and Communications 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 the internet.
- 7.2. RelationCity strives to be available at least 99.95% of the time, as 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 is usually done on weekdays during the period 24:00 - 06:00 Danish time (GMT+1). Critical updates will be made during the day.
- 7.4. Breakdowns/unavailability due to circumstances beyond RelationCity'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.** RelationCity has built a high level of security around RelationCity'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. 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 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. RelationCity'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 RelationCity 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, RelationCity standard Data Processing Agreement regulations precede these Terms and Conditions.

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, but it is the Customers responsibility to make their own backups.

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. The Customer is granted a limited, non-exclusive right to use RelationCity 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.** 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.
- 14.4.** The Customer may not reverse-engineer, modify, sublicense or otherwise misuse the RelationCity Services without written permission from RelationCity ApS.
- 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 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, if;
 - 15.2.1.** If the Customer fails to pay an amount due to RelationCity, or if the Customer does not fulfill their obligations under these Terms, including if the Customer fails to comply with the Terms of RelationCity, RelationCity has the right to immediately terminate the Customer’s access, as well as access to account(s) on other platforms in the ONLINECITY.IO Group, if the relationship is not fixed before.
 - 15.2.2.** 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.
- 15.3.** 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.
- 15.4.** 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 RelationCity 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. Disclaimer of Warranty

- 16.1.** By using the RelationCity website or Services, the Customer understands and agrees that all Services RelationCity provides are “as is” and “as available”. This means that the Customer is aware that RelationCity may contain errors and inconsistencies. Such errors and inconsistencies are rectified where possible in the course of RelationCity ApS’s ongoing updating and maintenance of RelationCity and will not affect the obligation to pay the agreed fee, and RelationCity ApS 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 RelationCity 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 RelationCity or through any Services RelationCity provides will create any warranty, guarantee or conditions of any kind, except for those expressly outlined in these Terms.
- 16.3.** Unless otherwise expressed, RelationCity ApS 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, limitation of liability and Indemnification

- 17.1. The Customer is solely responsible and liable for the Customer's use of RelationCity, including access to RelationCity.com as well as the Communication and content sent to the Customer's customers/recipients of the Customer's Communications, e.g. in the form of links or messages.
- 17.2. The Customer has no right of withdrawal.
- 17.3. RelationCity 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 RelationCity'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 RelationCity 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 RelationCity's Services.
- 17.5. 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.
- 17.6. RelationCity disclaims any responsibility for any loss incurred by the operators of the Services, e.g. telecommunications operator regarding the cancellation of numbers, services related to virtual mobile numbers, including any numbers provided by us via SIM cards, or other services provided by operators. Furthermore, it is the Customer's responsibility that the use of the Services, e.g. SIM-cards and data, complies with its terms at all times, and any closure as a result of any breach thereof will not be reimbursed by RelationCity.

18. Marketing

- 18.1.** RelationCity may only use the Customer's name, logo and trademarks as a reference in marketing and communication if the Customer has given prior consent. Such use shall be made in good faith and in accordance with generally accepted marketing practices. The Customer may withdraw their consent at any time by sending a request to info@onlinecity.dk.

19. Force majeure etc.

- 19.1.** 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.

20. Transfer

- 20.1.** The Customer is not entitled to transfer the access to relationcity.com to any third party without the prior written consent of RelationCity.
- 20.2.** 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.

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





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 JANUARY 2025