

General Terms and Conditions

Updated September 2024

1. Who are we?

Genially was born in 2015 and since then our mission has been to help you create all kinds of audiovisual and interactive content in a quick and easy way. We know how boring it is to read these types of legal texts, but, even though we're chiller than chill, we have obligations to fulfill too. We're committed to guaranteeing that you can make use of our Website in the simplest, most intuitive, and safest way possible.

If you're not bored out of your mind when you've read these Terms and Conditions, you're in luck! You can also check out our [Privacy Policy](#), [Legal Notice](#), and [Cookie Policy](#) for some more light bedtime reading to send you right off to sleep.

Company: Genially Web S.L.

ID: B56019912

Address: Plaza Ramón y Cajal, 4, 4th floor, 14003 Cordoba (Spain)

Contact: <https://genially.com/contact/>

2. What does registering on our Website imply?

Bear in mind that by ticking the box to accept these Terms and Conditions during the registration process on the Website, the service will be contracted in accordance with the information detailed here, so please read these Terms and Conditions carefully, along with the Privacy Policy, before proceeding to register on the Website. In the case that you want to contact Genially to resolve any query or incident with respect to the Terms and Conditions, you can do so at the contact point previously mentioned or at the mailing address above.

3. Who is allowed to access our Website?

These Terms and Conditions regulate the Service that Genially makes available to you as a User so that you can make your own creations or geniallys in a Workspace (hereinafter, "Workspace").

In this sense, you will be able to use certain features that will depend on the Plan to which you have subscribed, as well as the Role you have assigned in the Workspace. Any natural or legal person is permitted to access the Website as long as they fulfill certain requirements:

Natural persons: Access to the Website is permitted provided that you comply with our K12 User Policy, and is subject to the additional requirements laid out by the applicable legislation in the country in which you reside: To this end:

U.S. schools, educational establishments, teachers, and educators using the Service for legitimate educational purposes shall adequately inform parents or legal guardians of our educational data collection and use practices.

If you reside outside of the US - you must be at least sixteen (16) years old or access using an Access Code provided by your school or educational institute, in which case said school must have obtained the consent of your parents or legal guardians in advance.

Please bear in mind that, depending on your age, it is possible that certain features of our Website may be restricted due to the FERPA and COPPA regulations, which will be detailed below. Consequently, in order to guarantee compliance with the FERPA, COPPA, and GDPR regulations, as well as any other regulations that may be applicable, Genially reserves the right to conduct the appropriate checks, to limit certain features, and to prohibit or restrict the access of Users who are known or suspected not to be compliant with the requirements established in these Terms and Conditions.

Legal persons: If you are acting on behalf of a company, school, educational institution, or other legal entity, you confirm that you are authorized to bind said entity to comply with these Terms and Conditions. In this case, the terms 'you' or 'User' will refer to said entity. If you are not authorized or you do not agree with these Terms and Conditions, please do not access this Website. Additionally, Legal Persons confirm that they have been informed of the necessity to comply with the FERPA, COPPA, and GDPR regulations as it pertains to the use of personal information.

For this purpose, Genially makes available its [DPA](#).

Additionally, if the Legal Persons are schools or educational establishments, they must first have obtained the consent of parents or legal guardians before providing access to the Website to their students.

4. How can you register on our Website?

Access to the contents of the Website is completely free, notwithstanding that there may be certain paid features that require for their use and enjoyment the payment of economic consideration, of which, in any case, the User will be duly informed to expressly accept the terms of service before proceeding to the contract.

As previously outlined, access to the Website is allowed to both natural and legal entities when they have completed the registration successfully. However, legal entities (companies or educational establishments) shall be responsible for the use made of the Website by individuals to whom they provide access. For these purposes, legal entities shall be responsible for ensuring compliance with these Terms and Conditions avoiding any conduct contrary to the law, morality, and public order by their employees, students, teachers, collaborators, and/or anyone who is provided with access to the Website.

You can register on the Website by going to this section, providing your email address, and setting a password to allow you to create a profile on Genially. To do so, the User will have to confirm that they have read the Privacy Policy and accept the present Terms and Conditions by checking the box provided for this purpose.

The password you choose during the registration process will be personal and non-transferable. Sharing it with third parties is not permitted, even temporarily. In this sense, you commit to diligent use and keeping the password chosen secret, in order to access your profile on the Website and the Service provided. If the User knows of or suspects the loss, theft, or use of the password by third parties, the User will have to inform Genially as soon as possible. Keep in mind that you are the sole owner of your password, so in the case that it is used by a third party in any improper or negligent manner, the responsibility will fall to you. For this reason, please try to protect it as best you can.

If you make a mistake when entering your personal data during the purchase of the Service, you can correct it by contacting Genially at the contact point previously mentioned. It is important that you check the information entered and correct any mistakes before finalizing the registration.

You agree that, once the registration process on the Website is complete, which is understood as the provision of all the requested information as well as the confirmation of acceptance of the present Terms and Conditions by marking the corresponding checkbox, a contractual relationship now exists between you and Genially.

Once you have registered on the Website, you will be able to use certain features of the Website free of charge. However, if you wish, you can acquire paid features, by selecting the Plan you are interested in purchasing, following the instructions indicated at the time of contracting the Service, and providing the following information:

- Name of the cardholder.
- Type of card.
- Card number.
- Card expiration date or any other information required during the purchase process.

A registration summary screen will then be displayed with the subscription details, and you will automatically receive an email confirming that the registration and purchase of the Service have been successfully completed. If you do not receive the email, you should check your "junk mail" or "spam" folder and, if you do not find it there, you will have to communicate it to Genially as soon as possible so that the incident can be resolved. In addition, you can access your invoices by entering your profile, going to the 'Account Settings' section, and clicking on 'Billing'.

5. How do Genially Workspaces work?

Once you've registered on the Website, you will have a Workspace where you can produce creations individually or collaboratively. Please note that the Owner of a Workspace will be the owner of the Creations made in it and, under certain circumstances detailed below, also of the Creations stored in the Private Spaces, unless there is evidence to the contrary.

A Workspace is a space which both you, as Owner, and the Users you invite to be part of it using a CSV, email invitations, or an access code will be able to use. The features and the number of Seats in your Workspace will depend on the Plan you have chosen. The free version of your Workspace will allow you to add only one (1) User. However, if you wish, you can purchase a paid Subscription with additional features and/or increase the number of Seats at any time, which will allow you to incorporate more Users into your Collaborative Workspace.

Notwithstanding the foregoing, Education Workspaces may add Student Seats for free and on an unlimited basis, as indicated in the Supplementary Terms.

As well as inviting Users to be part of your Workspace and use the Plan you have purchased, you will also be able to join other Workspaces to which you are invited and benefit from the corresponding Subscriptions.

Within a Workspace, you can create:

- **A Private Space:** Space within a Workspace created automatically for each member of the Workspace and to which it is not possible to add collaborators, so that only you will have access, except in the following circumstances:
- If the User is removed from the Workspace or voluntarily leaves the Workspace, the content is transferred to the Owner or another WS member designated by the Owner.
- If the Workspace changes from a premium subscription to a free subscription and still has more than one (1) member in that Workspace.
- **Groups of Users:** Ability allocated to the owner and/or administrator role to group members of the space in which they usually work collaboratively (in Settings > Members). Groups can be added as collaborators to both Creations and Spaces.

a) How are Workspaces managed?

In order to manage the activity and interaction between Users, each Collaborative Workspace allows you to assign one of the following roles to the Users:

- **Owner:** The creator of, and person responsible for, a Workspace. This User will be in charge of managing the Seats and will assign a name to the Workspace that will be visible to the rest of the members, among many other functions. A User can be Owner of up to a maximum of fifteen (15) Workspaces, which will also depend on the subscription. Once the maximum has been reached, the Create Team button will disappear from the sidebar. In addition to the aforementioned capabilities, Owners will also have the same features Administrators and Editors. The Owner shall be the owner of all Creations created in their Workspace, including the Creations made by Users in their Private Spaces when the conditions mentioned above are met.
- **Administrator:** This is the User appointed by the Owner to manage the Workspace and the interaction of the members involved in it; they are able to create, leave, or delete the space. A User may be Administrator of as many Workspaces as they wish. In addition to the aforementioned capabilities, Administrators will also have the same features as Editors. In addition, if the Owner has created a Subscription with a certain payment method, the Administrator may perform upgrade actions on account of that payment method without requiring the approval of the Owner.
- **Editor:** These are members of the Workspace that are part of the Team. These Users can use the Subscription plan of the space and will have content creation capabilities including creating, editing, renaming, duplicating, and/or deleting Creations, as well as moving them to other folders or downloading them in different formats, and other functions that vary according to the Subscription of the Workspace they are part of. A User may be Editor of as many Workspaces as they wish.
- **Guest:** These are Users that have been invited to a Workspace without being a member of it, as they are invited by email as a one off, or temporarily, to participate in the creation of a specific genially, so they do not occupy a Seat in the Team. It is important to point out that Guests can only be invited to collaborate on specific geniallys, not to Spaces or folders.

Guests have the following features available to them:

- They can modify the title of a genially.
- They can edit in real time with other Users (Live Collaboration) in the specific genially that has been shared with them as long as the Subscription of the Workspace to which they have been invited allows it.
- They can use the Brand kit in the Editor as long as the subscription of the Workspace to which they have been invited allows it.

Bear in mind that a Workspace may have up to a maximum of two hundred (200) Guests, and these Guests can collaborate on an unlimited number of geniallys.

b) What features does a Workspace provide?

The features of the Service are not attributable to the individual User, but to the Workspace of which they are a member. As such, Users will have at their disposal the features that have been purchased by the Owner of the Workspace, as they may belong to multiple Workspaces.

In addition to the purchased Plan, the features granted to the Users will also depend on the Role they have been assigned in the Workspace. If you wish, you can consult these features [here](#).

6. How do we process K12 User information?

Genially has established a number of controls in order to provide greater protection to K12 Users. For this purpose they will only be allowed access to the Website through an Access Code that will be provided by their school, with the prior consent of their parents or legal guardians. For more information, please refer to the Supplementary Terms.

The following features will be restricted:

- They can only publish their Creations using the 'private' option (they will not be indexed in Google).
- They cannot have a Social Profile.

7. Where can you find information about our prices?

The price of the Service offered on the Website by Genially will depend on the Plan you have chosen. Currently, Genially offers different Subscription Plans which you can see in the 'Plans' section of the Website. Payment for the Services will be undertaken using one of the methods of your choice provided by Genially via our Website.

8. When can you cancel the contracted services?

You can do this at any time during the term of your Plan, quickly and conveniently from your profile and without any type of advance notice. Please note that if you do not cancel your Subscription, it will be automatically renewed with the total number of contracted Seats.

If you purchased a Plan using a discount coupon, you will have a discount effective during the period fixed in the coupon. Therefore, at the end of this period, if the User has not canceled their Plan, it will be renewed automatically for the non-discounted amount indicated in the "Plans" section. In addition, you agree to pay the overdue fees applicable to the Service, plus all related fees, and to reimburse Genially for any collection costs or interest on overdue amounts, including, if applicable, any associated costs, and applicable taxes and fees. Any non-payment may result in the termination of your subscription.

9. How can you cancel the contracted services?

The ability to cancel the contracted Services shall only be held by the Owner and the Administrator of a Workspace, by giving notice within the terms indicated in the previous paragraph, i.e. thirty (30) days prior to the renewal of the Subscription.

To cancel a subscription, go to your Workspace and select "Cancel my plan" in the Settings section. Once you've canceled, the Workspace will maintain the contracted Services until the end of the subscription period. In any case, if you cancel, you can sign up to our Services again whenever you wish. The cancellation shall in no case entail the reimbursement of the amounts paid. Payments are non-refundable and no refunds or credits will be provided for partial monthly or annual subscription periods. Once you've canceled your subscription, this will take effect from the moment that your Plan expires, at which time you will switch to the new Plan you've purchased or, if no purchase has been made, a Free Plan.

10. Can you exercise the right to withdraw?

Our Services imply immediate provision of digital content from the moment it is contracted, meaning you will not have the right to request a refund of the amounts paid. If they wish to cancel the Services once they have signed up, they will need to follow the cancellation process outlined in the previous section. However, consent to the processing of personal data may be withdrawn at any time in accordance with our [Privacy Policy](#).

11. When and how will we modify the Terms and Conditions?

It is possible that, due to the inclusion of new features, changes to our Services, or organizational issues, we may need to modify the Terms and Conditions. In any such case, we will inform you of any changes we make with at least thirty (30) days' notice. Also, to continue using the Website and the Services provided by Genially, your express acceptance of the new Terms and Conditions will be necessary.

12. How do we protect your personal information?

Genially will process your personal data with the purpose of providing its Services in accordance with the provisions of the Organic Law 3/2018, of December 5th, on the Protection of Personal Data and guarantee of the digital rights (LOPD) and the Regulation (EU) 2016/679 regarding the protection of natural persons with regard to the processing of personal data (RGPD). All personal data provided during the use of the Website will be processed in accordance with the provisions of Genially's Privacy Policy and the corresponding security measures will apply.

Bear in mind that our Privacy Policy will only apply to the information that Genially collects and uses. Any information revealed to third parties will be handled in accordance with the privacy policies of each of the third parties. However, we only use the services of third parties whose policies are coherent with our own. If you have any concerns, we would encourage you to review the privacy policies of our data processors in order to understand how they process your information in section 8 of our [Privacy Policy](#): 'Who do we share your personal data with?.'

13. What cookies do we use on our Website?

Genially uses cookies on the Website with the purpose of improving navigation. However, the User can at any time reject and/or configure them by accessing our [Cookies Policy](#). Cookies are small data files that are hosted in the terminal of the User visiting the Website and that contain or store certain information about the visit to the Website in order to improve the navigation experience.

14. Who does intellectual and industrial property belong to?

Firstly, we should define two types of intellectual property that exist on our Website: that which is related to the functioning of the same (Content), which is, of course, ours; and that which you make by using our Website to generate your own creations, which is, of course, yours.

14.1. Intellectual and industrial property of the Content

Genially is the owner or, in its case, has the corresponding licenses, of the intellectual and industrial property of this Website, as well as of all the Content hosted in it, including, but not limited to, its source code, trademarks, logos, texts, photographs, images, infographics, templates, illustrations, audios, sketches, icons, designs as well as any audiovisual work and/or editing tool that allows the functioning of the creation tool of the Website (the '**Content**'). Consequently, you understand and accept that in no event will it be construed that the access, navigation, and use of the Website by the User or the use, acquisition, and/or contracting of the Services offered through the same implies a renunciation, transmission, license, or total or partial cession of such rights by Genially.

All the intellectual and industrial property rights to the Contents of the Platform are reserved and, in particular, it is forbidden to modify, copy, reproduce, communicate publicly, transform, or distribute, by any means and in any form, the totality or part of the same, except for when said Contents are used by Users in the production of their own Creations.

It is also forbidden to remove or manipulate the copyright notices or other credits that identify the rights holders of the Content that the User finds on the Website, as well as technical protection devices, or any protection mechanism or information incorporated into the content offered on the Website.

That said, if you become aware of the existence of any Content that is illicit, illegal, goes against regulations, or that could mean an infringement of intellectual and/or industrial property rights, you should notify Genially immediately using the contact point previously mentioned so that appropriate measures may be taken.

At Genially, we are committed to your protection as a User, which is why if you think that any of the Content of the Website infringes on your intellectual and/or industrial

property rights, or any others, you can contact Genially at the contact point previously mentioned with the following information:

- Identifying data and means of contact of the claimant or their legal representative.
- Documentation that shows you to be the person whose rights have allegedly been infringed upon.
- A detailed account of the rights supposedly infringed on by Genially, as well as their exact location within the Website.
- Express statement by the claimant that the use of the Content has been made without the consent of the owner of the allegedly infringed rights.

Notwithstanding, Genially expressly reserves the right to bring any civil and criminal actions under Spanish and foreign law that may be applicable to it as a consequence of the infringement of the peaceful possession and/or unauthorized use of its industrial and intellectual property rights.

14.2 Intellectual and industrial property of creations and reusables in a Workspace

The Creations or geniallys are the assets produced by the Users belonging to a Workspace by means of the use of our Services, e.g. presentations, infographics, dossiers, video presentations, as well as any other audiovisual content. However, we should highlight that the Intellectual Property generated in a Workspace will belong to the Workspace or its Owner. Consequently, you understand and accept that any Intellectual Property you produce in a Workspace will be assigned, without limitation, to the Owner of said Workspace.

Likewise, the Owner is allowed to publicly share these Creations with other Users so that they can reuse them. To make Creations reusable, they must first be marked as public and Reusable Creations in the Workspace. In no event shall it be possible to publish as Reusable Creations that are configured as private Creations. The Owner of a Workspace with a premium plan will have a feature that will allow them to enable or disable the ability of other members of a Workspace to mark Creations as Reusable.

In this sense, the Owner of a Workspace is considered for legal purposes the author of the Creations and Reusables that have been generated in said space, regardless of who has been involved in the creation of the same. Consequently, the Author User has the intellectual property rights over the Creations and Reusables and may share them with third parties in any way they deem appropriate, including the commercialization of the same.

Notwithstanding the above and the Role you have in a Workspace, you guarantee that you will not make use of any material protected by the intellectual or industrial property rights of third parties for the production of the Creations or Reusables, without express authorization from them, and agree to indemnify Genially from any responsibility to third parties for an infringement of intellectual or industrial property rights that could be caused by the production of your Creations and Reusables. If you use any of your own material in the production of Creations and/or Reusables, you declare, warrant, and accept that such materials do not infringe on any intellectual or industrial property right, trade secret, or any other rights of third parties and that you will indemnify Genially from any kind of liability that may arise from a negligent action. Finally, you guarantee that Creations and/or Reusables you work on will not contain (i) any personal data (beyond your own personal data that you may consider appropriate to share, as long as you are not a K12 User), (ii) confidential information, (iii) information affecting the privacy of third parties, or (iv) material that may be contrary to the good faith, morals, or public order or that in any other way may be considered illegal or contrary to the conditions stipulated in these Terms and Conditions.

Likewise, it shall be presumed that in the event that the Owner of a Workspace is a Legal Entity, they shall be the owner of the intellectual property rights of the creations of the Private Spaces of the Users that are part of said Workspace, unless there is evidence to the contrary.

14.4. Intellectual Property claims

In compliance with Royal Decree-Law 24/2021, we inform you that we will make our best efforts to respect the intellectual property of third parties. To this effect, we have obtained the corresponding authorizations in accordance with article 20 of the LPI so that our Website complies with the legislation in this matter.

However, despite our internal controls in this regard and due to the large number of Creations and Reusables produced by our Users on a daily basis, it is extremely difficult to detect which actions involve an infringement of third-party intellectual property rights. Consequently, we undertake to adopt the following measures in the event that we receive a notification of an infringement of intellectual property rights:

- Creations or Reusables that are the subject of a claim will be immediately blocked until such claim is resolved.
- Claims related to intellectual property rights will be resolved in under ten (10) business days.
- If it is confirmed that an infringement of intellectual property rights has occurred, the Creation and Reusable in question will be immediately deleted, and, depending on the circumstances and the seriousness of such infringement, the account of the infringing User may be closed.

15. Social Profile

The Social Profile can only be activated and deactivated by the Workspace Owner. To do so, the option "Activate social profile" must be enabled in the Workspace "Settings" section. When activating the Social Profile for the first time, the User must indicate the name of the Social Profile and identify the URL that will be the domain of the Social Profile. Likewise, it will be possible to customize certain fields that will be shown on the Social Profile, such as the avatar, header, name, description, and/or social networks.

Once the Social Profile has been activated by the Owner, any member of the space may publish and/or disable the publication of their Creations or Reusables, with the exception of the Guests of said space. To grant specific Roles to each member of the Social Profile to manage the publications in a personalized way it is necessary to purchase a paid Subscription.

We also inform you that, if you wish to know how Genially will use the personal data provided in the Social Profile, you can consult our [Privacy Policy](#).

If you are a K12 User, you will not have a social profile due to compliance with FERPA and COPPA regulations.

In case of access to the Website or to any of the restricted features by a User who does not comply with the age requirements, Genially will suspend this User's access.

Genially reserves the right to delete the Social Profile of any Users who do not comply with the present Terms and Conditions. In this sense and in order to ensure the correct functioning of this community, we recommend that you report any content and/or behavior that you consider to infringe on your rights (including the intellectual property rights) or on the present Terms and Conditions.

16. What obligations and responsibilities do you have as a user?

By registering on the Website, you commit to making diligent, correct, and lawful use of the same, as well as of the Services, and to total compliance with the law, morality, public order, and commonly accepted customs.

Genially conditions the use of its Services to the previous registration as User on the Website. When registering as a User, you will have to select a password and commit to keeping it safe and to using it with due diligence. Also, you may identify yourself through social networks or other means provided by the Website.

Bear in mind that the use of the password is personal and non-transferable, and sharing it with third parties is not allowed. Consequently, you are the only one responsible for the diligent use of your password with complete indemnity for Genially in the contrary case. In the event that you become aware of or suspect the use of your password by a third party, you must inform Genially as soon as possible.

In addition, you guarantee Genially that all personal information provided is accurate, truthful, and up to date, as well as the banking information provided for the payment of the Services. It is your responsibility and obligation to keep your personal data up to date at all times, being that you are the only one responsible for the inaccuracy or falseness of the data provided to Genially and for the damages that could be caused to Genially or to third parties.

It is expressly forbidden to:

- Make unauthorized or fraudulent use of the Website;
- Access or attempt to access restricted resources of the Website;
- Impersonate third parties, harass other Users, or use the Website and its various possibilities in an offensive, harmful, or inappropriate manner in accordance with the law, good faith, morality, and public order.
- Use the Website for purposes that are illicit, illegal, contrary to the provisions of these Terms and Conditions, harmful to the rights and interests of third parties, or that in any way could damage, disable, overload, or impede the normal use or enjoyment of the Website;
- Cause damage to the Website, in a Workspace, or to the systems of third parties or other Users, as well as, in particular, to introduce or disseminate computer viruses or any other physical or logical systems that are likely to cause damage to Genially's systems, those of third parties, or of other Users;
- Attempt to access, use, and/or manipulate Genially's data, that of third parties or of other Users, or those of a Workspace if you do not have authorization to do so;
- Insert in the Creations any image or photograph that does not comply with the law or morality, or upload on the Website any type of file, camouflaged as an image, containing any type of virus or similar;
- Apply reverse engineering techniques, decrypt, decompile, or use any other system to know the source code of the Website or any other element subject to copyright or intellectual or industrial property rights;
- Produce Creations/Reusables that damage third-party rights. In particular, Users shall refrain from introducing in their Creations and/or Reusable any materials that may damage intellectual property rights, their own image, or the honor of third parties, that may involve a violation of data protection regulations and/or be contrary to the law, morality, and public order;
- Share or publish Genially's own Content on the Website for commercial purposes;
- Provide the email address of third parties without their express consent.
- Genially reserves the right to block or restrict the access of the Users who do not comply with the provisions of these Terms and Conditions, notwithstanding a request for compensation for the damages that they may have incurred.

17. What are Genially's responsibilities?

Genially is responsible for providing the Services in accordance with the present Terms and Conditions so that you may enjoy our Website in the easiest and most intuitive way possible. However, due to circumstances outside of Genially's control, we cannot guarantee the availability and continuity of the functioning of the Website. Consequently, Genially will not, in any case, be responsible for any damages that may result from:

- The lack of availability or accessibility to the Website.
- Interruption in the operation of the Website due to computer failures, telephone breakdowns, disconnections, delays, or blockages caused by deficiencies or overloads in the telephone lines, data centers, in the internet system, or in other electronic systems, produced in the course of its operation.
- Errors or delays in the access to the Website when entering data in the registration form, the slowness or any anomaly that may arise when these incidences are due to problems in the internet network, causes of fortuitous event or force majeure, and any other unforeseeable contingency beyond the good faith of Genially.
- The losses, damages, or harm of any kind arising from accessing and making use of the Website, including but not limited to those produced in the computer systems or those caused by the introduction of viruses and/or computer attacks.
- The truthfulness, integrity, or updating of the information that is not self-made.
- The differences or inaccuracies that may exist in the Website due to the lack of resolution of the screen of the mobile device, problems with the browser being used, or others of this nature;
- Technical failures that, due to fortuitous or other causes, prevent normal operation of the Service via the internet.
- Lack of availability of the Website for maintenance or other reasons, which may impede the availability of the Service.
- Other damages that may be caused by third parties through unauthorized intrusions beyond the control of the Website.

Genially does not guarantee the absence of a virus or other elements on the Website that may be introduced by third parties outside the Website and that may cause disturbances in the physical or logical systems of the User or in the electronic documents and files stored in its systems. Consequently, Genially will not be, in any case, responsible for any damages of any nature that could arise from the presence of viruses or other elements that could cause disturbances in the physical or logical systems, electronic documents, or files of its Users.

Genially does not guarantee that unauthorized third parties cannot know the conditions, characteristics, and circumstances in which our Users access the Website. Consequently, Genially will not be held responsible for the damages that could result from such unauthorized access. However, if Genially becomes aware of a breach of security of the systems by unauthorized third parties or that any User data is being used for an unauthorized purpose, we will comply with applicable laws and other data breach laws.

Likewise, Genially cannot guarantee the correct functioning of all the features of its Website that are caused and/or limited by the internal security measures of our Users. For example, an overly robust level of corporate Firewall/Proxy or limitations on Users' DNS may restrict or limit certain features of our Website.

Likewise, all of our Users' computers must meet the following minimum requirements (hereinafter, the "Minimum Requirements") for the proper functioning of our Website:

- Web browsers: latest stable version of Chrome, Firefox, or Safari
- Devices: PC, mobile phones, and tablets. To work with the Editor, PCs are recommended above other devices.
- Operating systems: Windows, MacOS, Linux, android, IOS
- Hardware requirements: recommended resolution 1366x768, use of a mouse (or alternative)
- Software requirements: have javascript and websockets enabled in the web browser

Genially will not be responsible for the limitations in the functioning of its Website which originate from the aforementioned Minimum Requirements.

We will notify Users of any breach that results in unauthorized disclosure of data electronically, at a minimum, and without unreasonable delay so that appropriate action can be taken. The notification will include: the date of the breach, the types of information that were subject to the breach, a general description of what happened, and the steps Genially is taking to address the breach.

18. What use do we make of trademarks?

In the event that you are acting as a representative of a Legal Entity, you authorize Genially to quote and include its distinctive signs (including its brand/trademark) for the sole purpose of promoting its activities (hereinafter "Use of Trademarks"). The Use of Trademarks will allow the use of the brand/trademark of the Legal Entity by Genially with the sole purpose of promoting its activity via any media, support, and/or channel, including but not limited to, social networks, commercial presentations, professional portfolio and/or Website.

Genially is committed to maintaining at all times a respectful attitude towards the activities of the Legal Entity you represent and to not carrying out any action that could damage its image or reputation. Genially is also committed to following all the instructions provided by the User in writing concerning the use of its brand.

Furthermore, you agree that Genially will not have to pay any economic consideration for the Use of the Trademark. However, you will have the possibility of limiting the Use of the Trademark by Genially at any time, by simply informing Genially of this circumstance.

19. What effects do these Terms and Conditions have?

In the event that you complete the registration process on the Website, these Terms and Conditions bind you to Genially as of the moment you accept them. The titles or headings of the present Terms and Conditions are only informative and will not affect the interpretation of the same.

Any clause or provision of the present Terms and Conditions which is or becomes illegal, invalid, or unenforceable will be excluded from the Terms and Conditions and will be deemed unenforceable to the extent of such illegality, invalidity, or unenforceability, and will be replaced by one which is as close as possible to the previous one, but will not affect or prejudice the remaining provisions, which will remain unaffected by any illegal, invalid or unenforceable clause or provision and will, on the contrary, remain in full force and effect.

20. What is the applicable law and jurisdiction?

Unless otherwise specified by applicable law, for any contentious issue concerning the present Terms and Conditions, Spanish law shall apply, meaning that you expressly waive the jurisdiction that may correspond to you and submit to the Courts and Tribunals of the city of Madrid (Spain), except in the event that you hold the status of consumer, in which case the Courts and Tribunals corresponding to your place of residence will have jurisdiction.

SUPPLEMENTARY TERMS

• Object

These Supplementary Terms are intended to establish the rules of use of Genially applicable to schools and educational establishments that create a Workspace for their students, notwithstanding the terms set forth in the general [Terms and Conditions](#). It is important to note that, before inviting a student to participate in a Workspace, the school must ensure that they have obtained the required consent of parents or guardians for Genially use in accordance with applicable laws, including but not limited to COPPA regulations.

The use of Genially requires the consent of the school or educational establishment in accordance with COPPA regulations and schools must inform parents directly of the online services provided in a school environment, as well as the data collection and use practices of the provider of the online educational space.

• Registration of educational establishments

Access to the contents of the Website is completely free, notwithstanding the fact that there may be certain functionalities that are restricted for students, in compliance with FERPA and COPPA regulations. In addition, schools and educational centers may, if they wish, purchase payment plans with additional functionalities for which they will be duly informed to expressly accept the terms of service before proceeding to purchase. In order to register it is necessary for the staff of the educational centers to provide their email addresses.

Once the registration is complete, Genially will provide an access code to the school's Workspace so that they can share it with their students to allow them to access it safely. Education Workspaces may add Student Seats for free and on an unlimited basis.

Notwithstanding, the educational establishment shall be solely responsible for the use made of the Website by the natural persons to whom they provide access, these being understood to be teachers and students. For these purposes, legal entities shall be responsible for ensuring compliance with these Supplementary Terms avoiding any conduct contrary to the law, morality, and public order by their employees, students, teachers, collaborators, and/or anyone who is provided with access to the Website.

• Obligations of educational establishments

Due to their particular conditions regarding the use of the Website, educational establishments are subject to a number of additional obligations:

- They will obtain the consent of students' parents or legal guardians before giving them access.
- They will directly inform parents or legal guardians of the online education platforms they use and provide an annual update on the data collection and use practices of their online providers.
- They will use the Website exclusively for educational purposes.
- Workspaces may only be used by its students, staff, and teachers; their use by companies and natural persons who do not act on behalf of the educational establishment is not permitted.
- Only teachers acting on behalf of the educational establishment may invite their students to use Genially. It will be necessary for the students to be enrolled and attending the particular educational establishment.
- The responsibility generated by employees, students, teachers, collaborators, and/or anyone who is provided access to the Workspace will be exclusive to the educational establishment.
- The educational establishment guarantees the custody of the access codes to the Workspace and the implementation of sufficient measures to prevent the theft or loss thereof.

• Limits applied to functionalities

Taking into account the target audience of educational Workspaces and the sensitivity of the matter, the following limitations will apply:

- Creations can only be published using the 'private' option (they will not be indexed in Google).
- Students cannot have a Social Profile.

- **Privacy**
- **Student information**

Students will access the Workspaces by means of access codes provided by their schools, once they have obtained the consent of parents or legal guardians. Genially will process the personal information provided following the instructions given by the educational establishments who will act for all purposes as Data Controllers.

For this purpose, a [DPA](#) is made available to educational establishments in accordance with Article 28 of the GDPR. For more information on data processing, they may consult our [Privacy Policy](#).

- **Teacher information**

The data of the school's teachers and students will be processed by Genially in accordance with the terms established in its [Privacy Policy](#).

- **Responsibility**

By creating an educational Workspace, the representative of the school confirms that they have read, understood, and accepted these Supplementary Terms in full and that they release Genially from all responsibility for any conduct contrary to these terms, the law, morality, and public order by employees, students, teachers, collaborators, and/or anyone to whom access to the Website is provided. It also confirms the knowledge that Genially will not process the personal information of its students, which relieves it of any responsibility in this regard.

Notwithstanding the above, schools are informed that any aspects not explicitly regulated in these Supplementary Terms will be governed by the provisions of the [Terms and Conditions](#), [Privacy Policy](#), [Legal Notice](#), and [Cookie Policy](#).

TERMS OF USE OF AI

These terms apply to Users' use of Genially Services that are powered by AI.

Acceptable use of AI

Users must use AI respectfully and avoid at all times creating harmful content that may violate the rights of third parties. Genially will not permit any use of the AI Services that violate these Terms and Conditions. If Genially detects such uses in an account, it may be suspended or deleted.

To this end, it is prohibited to use AI Services for the following purposes:

- To lead someone to believe that the content generated by AI has been created by a person
- Upload personal information to AI
- Offer medical advice or provide any content related to the treatment, prevention, diagnosis, or transmission of diseases
- Offer legal or financial advice
- Generate legally binding contracts or obligations
- Generate political content, including messages disseminated for election propaganda
- Generate source code
- Generate spam, ransomware, keystroke loggers, viruses and any other type of software
- Generate sexual, lewd, or other content that is contrary to law, morality, or public order, including obscene, discriminatory, racist, misogynistic, anti-religious-freedom, distasteful, and other crude content that Genially may understand to violate the rights of others
- Generate or disseminate information that can be used for the administration of justice or other legal purposes
- Implement fully automated decision-making systems

Responsibility in the use of AI

Users are responsible for all text they write and for any images or content they upload to those Services that use AI (hereinafter referred to as "**Upload Data**"), as well as for what is generated, whether images or text (hereinafter referred to as "**AI Results**").

Users are responsible for ensuring that Upload Data and AI Results comply with these Terms before using or sharing them. Accordingly, they agree that they will not include personal information in any of the Upload Data they enter into the AI.

To the extent permitted by applicable law, Users shall own their Upload Data and AI Result, so that Users may use their AI Result for any lawful purpose, provided that they comply with these Terms and agree to assume any possible risk arising from their use.

When Users make use of AI Results in their Creations and Reusables they must inform the intended audience that they have been generated with AI.

In the event that any Upload Data or AI Results content is deemed unlawful or otherwise violates these Terms, Users agree that Genially may disclose such content to law enforcement or other governmental authorities, or in response to legal requirements.

Genially may set limits as to how many Results a User can create with AI. Users will be informed when they have reached the maximum amount of AI Results for their account. Some AI products are not available in all languages.

Rules for sharing AI content

- Manually review each AI Result before sharing it.
- Indicate that the content has been generated by AI in such a way that no one can reasonably misunderstand or overlook this fact.
- Do not share content that violates these Terms or may offend third parties.
- For content partially generated with AI, the following conditions must be respected:
 - Clearly express the role of AI in creating the content, in such a way that no one can misunderstand or overlook this fact, and in a way that allows a person with standard reading comprehension to easily understand it.
 - Ensure that the content does not violate these Terms, morality, law, or public order.

Limitation of Liability

Genially does not warrant or accept responsibility for the accuracy or reliability of the AI Results, or for their completeness. Furthermore, it accepts no responsibility for Users' use of the AI Result or for any omissions or errors contained therein. We recommend that you seek professional and independent advice before taking an AI Result as reliable or following any advice it contains.

DEFINITIONS

Administrator: This is the User appointed by the Owner to manage the Workspace and the interaction of the members involved in it.

Student: User that is a member of an educational establishment.

Seats: The available places in a Workspace that Users can occupy. Seats are only occupied by Owners, Administrators, and Editors; Guests do not occupy Seats. The Seats will be linked to the duration of the Workspace Subscription, even if they have been acquired after the purchase of the Plan, that is to say, they will be automatically renewed with the Subscription contracted regardless of when they were acquired.

CCPA: California Consumer Privacy Act

Content: Genially's intellectual and industrial property rights concerning the functioning of the Website.

Upload Data: Content uploaded to the AI by the User to generate an AI Result.

Educational establishment: Public or private school, institute, or establishment for education.

COPPA: Children's Online Privacy Protection Act

Access Code: Code provided by educational establishments to their students to grant them access to the Website.

Creations or geniallys: Work, presentations, infographics, dossiers, video presentations, and other audiovisual content created by Users of Genially using the Website or Services.

Editor: These are Users, members of a Workspace, who can edit Creations and Reusables.

FERPA: Family Educational Rights and Privacy Act

GDPR: European General Data Protection Regulation

A Private Space: Space within a Workspace created automatically for each member of the Workspace and to which it is not possible to add collaborators, so that only the User in question has access.

Team: Users/Members who are part of the same Workspace.

Live Collaboration: A feature that allows Users to work together on a genially in real time.

AI: Artificial Intelligence

Guest: Users that have been invited to a Workspace without being a member of it, as they are invited by email as a one off, or temporarily, to participate in the creation of a specific genially, so they do not occupy a Seat in the Team.

LPI: Spanish Intellectual Property Law (in Spanish).

LOPD: Spanish Organic Law on Protection of Personal Data

Social Profile: A feature of the Website that allows you to create a public page on which to display certain geniallys.

Privacy Policy: Document which regulates the privacy of the Website.

K12 User Policy: Policy that outlines that in order to register on the Website, Users must be at least thirteen (13) years old in the United States or sixteen (16) years old outside the United States; or access the Website using an access code provided by their school to, in which case the school must have obtained the consent of their parents or legal guardians in advance, in accordance with the FERPA, COPPA, and GDPR regulations.

Owner: The creator of, and person responsible for, a Workspace. This User will be in charge of managing the Seats and will assign a name to the Workspace that will be visible to the rest of the members.

AI Results: Content generated with Artificial Intelligence based on uploaded content.

Reusables: Creations which Users mark as public and reusable by other Users.

Role: The role or function of each of the members of a Workspace.

Services: The features of the Genially Website which grant Users the ability to produce Creations.

Website: Website hosted under the domain name and any subdomains in the name of Genially.

Subscription or Plan: The type of subscription that a Genially Workspace has, whether it be free or paid.

Terms of Use of AI: A document regulating the legal conditions applicable to services using Artificial Intelligence.

Terms and Conditions: The document that regulates the legal conditions of the Services offered by Genially.

Supplementary Terms and Conditions: A document regulating the legal conditions applicable to schools and educational establishments.

Users: Natural or legal persons who, fulfilling the access requirements, have registered on the Genially Website and are part of a Workspace, and have one of the following Roles: Owner, Administrator, Editor, or Guest.

K12 Users: Users under thirteen (13) years of age and resident in the U.S., or under sixteen (16) years of age and resident outside of the U.S.

Use of Trademarks: Genially's right to use the brand or trademark of legal entities who are registered on the Website.

Workspace: Space created to be used collaboratively or individually if no more members are added to the same.

Educational Workspace: A space created for schools and educational establishments with the aim of making it available to their students via an access code.



Product

Product overview
Interactive Content
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Quizzes
Surveys
Infographics
Interactive Images
Microsites
Presentations
Community templates

Create

Interactive presentations
Infographics
Interactive images
Slideshows
Training materials
Pitch Decks
Flowchart
Interactive card
Escape room
Digital brochures
Timelines
Choice Boards
Online Courses
Image Comparison Sliders
More

What's it for?

eLearning
Business
Schools
University
Customer stories
Articulate 360 alternative
Nearpod alternative
Kahoot alternative
Community

Learn

Genially Talks
Genially Academy
Blog
Help Center

Company

Who we are
Join the team
Partners
Contact
Sales contact
Security & Privacy
System status

Creating interactive content is oh so easy

Start now

English | Español | Français | Português | Italiano | Deutsch



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