

Product terms

Who are we?

Genie AI Limited ("we", "our", "us" or "**Genie AI**") is committed to protecting and respecting your privacy. Genie AI, is a limited company (with company number **11080520**) registered at **251 Wimpole Road Wimpole Road, Barton, Cambridge, United Kingdom, CB23 7AE**. We are a technology company that consolidates legal agreements and agreement clauses but we are **not a law firm**, and are therefore not authorised or regulated by the UK's Solicitors Regulation Authority or any related association around the world. Therefore our Site only relates to non-contentious commercial matters, and we're not able to provide services which are reserved to solicitors or other regulated legal professionals (for example, conducting litigation, probate, notarial activities or conveyancing).

What the parties agree to?

Our product terms ("**Terms**") are entered into by Genie AI and you as the entity or person agreeing to these terms ("**Customer**", "**you**" or "**your**").

The Terms govern your access to and use of our application (the "**App**"), and set out what we ask of you, and what you can expect from us. These should be read in conjunction with our [Community Code of Conduct](#).

What are we providing you with?

Scope of License to use the App: We grant you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable license to access and use the App only for your own internal use (or, for those team members of your company who you have added / authorised), and only in a manner that complies with all legal requirements that apply to you or your use of the App.

Modifications to the App: We reserve the right at any time to modify or discontinue, temporarily or permanently, the App (or any part thereof), but will always seek to keep you updated and informed of any such plans to do so. You agree that Genie AI shall not be liable to you or any third party for any modification, suspension or discontinuance of the App.

Our property and your property (intellectual property rights)

"*Intellectual Property Rights*" are current and future worldwide rights under patent, copyright, trade secret, trademark, and moral rights laws, and other similar rights.

All copyright in the screens and pages on the App, including all information and material in their arrangement included in the App is owned by or licensed to us (unless otherwise noted). No one may use, copy, or otherwise reproduce our content or a part of our App without our prior written permission.

Intellectual property rights in content provided to/in the App

Scope of License to use the content: We grant you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable license to access and use the App only for your own internal use (or, for those team members of your company who you have added / authorised), and only in a manner that complies with all legal requirements that apply to you or your use of the content included within the App.

Content uploaded by you to the App: By providing content to Genie AI, you grant to Genie AI a worldwide, non-exclusive, royalty-free, perpetual, transferable, sublicensable licence to use that content (including to reproduce, distribute, modify, and/or display it) for the purpose of operating the App, training AI models, creating algorithms and providing users with content.

Content created by you on the App: Genie AI shall own all right, title and interest to any content or interactions generated by you on the App.

What we ask of you?

Registration and Set-up: To access the App, you will need to register for a Genie user account. We will need you to provide us with accurate, complete, and current registration information about you and your company, and as you'd expect, would ask that you make sure your username and password is kept secret and you regularly change.

Primary user and Admin: when registering, you assume responsibility to maintain the account on behalf of you and your company as an "admin" user (unless you subsequently delegate or share that role with a team member) ("**Admin**"). You will be fully responsible for all activities that occur under your user name and password. If you are an Admin, or if you have confirmed in writing that you have the authority to make decisions on behalf of a Customer, you represent and warrant that you are authorised to make decisions on behalf of the Customer and agree that Genie is entitled to rely on your instructions.

Unauthorised Use: If you become aware of any unauthorised use or access to your account, we request that you notify us at support@genieai.co. Genie AI will not be liable for any loss, damages, liability, expenses or legal fees that you may incur as a result of someone else using your password or account, either with or without your knowledge and/or authorisation.

Acceptable Use: when using the App, you must comply with **our Community Code of Conduct** and you are not permitted to do any of the following:

- access, tamper with, or use non-public areas of the App, Genie AI's computer systems, or the technical delivery systems of Genie AI's providers;
- probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measure;
- access or search the App by any means other than Genie AI's publicly supported interfaces (for example, "scraping");
- attempt to disrupt or overwhelm our infrastructure by intentionally imposing unreasonable requests or burdens on our resources (e.g. using "bots" or other automated systems to send requests to our servers at a rate beyond what could be sent by a human user during the same period of time); or
- interfere with or disrupt the access of any user, host or network, including, without limitation, by sending a virus, overloading, flooding, spamming, mail-bombing the App;
- use the App to carry out, promote or support:
 - any unlawful or fraudulent activities;
 - the impersonation of another person or entity or the misrepresentation of an affiliation with a person or entity in a manner that does or is intended to mislead, confuse, or deceive others;
 - activities that are defamatory, libelous or threatening, constitute hate speech, harassment, or stalking.

As I'm sure you'd expect, Genie AI reserves the right to take any remedial action it deems appropriate and/or necessary, including immediately suspending or terminating your account or your access to the App, upon notice and without liability to Genie AI should you fail to abide by the requirements.

Fees and Payment

The fee to use the App ("**Fee**") will be confirmed to you in advance of subscribing to the App. Following set up, Genie AI will issue an electronic bill to you for the Fee based on the agreed rate. The Customer will pay all Fees in the currency stated in the invoice to the bank account noted. The Customer's obligation to pay all Fees is non-cancellable.

Taxes: Customer is responsible for their own taxes, and will pay Genie AI without any reduction for taxes. As applicable where Genie AI is liable to add value added tax or other sales or withholding taxes to the invoice for Fees, this will be invoiced to the Customer and the Customer will pay such Fees inclusive of applicable taxes.

Queries or disputes: if there are any disputes regarding the Fees, these must be raised to Genie AI before the payment due date. Late payments may (at Genie AI's discretion) bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including legal fees) incurred by Genie AI in collecting such delinquent amounts. Further, if Customer's payment of the Fees is overdue, Genie AI may suspend access to the App.

Term and Termination

Your subscription to the app shall commence upon the date of subscription (Effective Date) and shall continue for the initial subscription term (as stated on the relevant order) ("Initial Subscription Term") and, thereafter, shall be automatically renewed for successive periods equal to the relevant Initial Subscription Term (each a "Renewal Period"), unless:

1. either party cancels subscription through the application, in which case the Package shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
2. otherwise terminated in accordance with the provisions of these Terms;
3. and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

Without affecting any other right or remedy available to it, either party may terminate with immediate effect by giving written notice to the other party if:

1. the other party fails to pay any amount due under these Terms on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
2. the other party commits a material breach of any other term of these Terms which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
3. the other party repeatedly breaches any of the terms of these Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Terms;
4. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
5. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
7. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
8. the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
9. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
10. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
11. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above (4 to 10 (inclusive)); or
12. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

Genie AI may terminate a Package without cause by giving 7 days' written notice to the Customer if they are on a monthly subscription, and 60 days if they are on an annual subscription, provided that it shall refund the pro-rata proportion of any unused Subscription Fee already paid as at the date of termination.

On termination of a Package for any reason:

1. all licences granted under these Terms shall immediately terminate and the Customer shall immediately cease all use of the Services;
2. the Customer shall return and make no further use of any equipment, property, documentation, Software and other items (and all copies of them) belonging to Genie AI, and shall assist Genie AI (including by granting access to its equipment and/or premises, where necessary and subject to having received prior reasonable written notice) as may be reasonably required to do so; and
3. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

What information do we collect?

When you use the App, you input information about you and your company to allow us to set up your user profile, including team members. You also provide and input content.

What about “personal data”?

When you set up an account with Genie AI and provide information about your company, yourself and any team members, we collect “Personal Data” about users of the App. We collect and process this to provide you with access to the App. We’ve set out more information about this within our [privacy notice](#).

What happens if something goes wrong?

For customer support, please contact us at: [support{at}genieai.co](mailto:support@genieai.co).

Important legal information

The below information is repeated in our [legal disclaimer \[LINK\]](#).

Not legal advice: Genie AI does not provide or offer formal legal or other advice. You should not rely on any of its services or deliverables as formal legal advice. Genie AI does not accept any liability to any person who does rely on the content of the services or deliverables as formal legal advice.

Our platform: Our platform contains a variety of legal templates, documents and supporting guidance notes (‘the content’) which are intended to allow you to meet your private legal needs through a self-help approach. Our platform is not a replacement for specialist advice tailored to your individual circumstances. By using our products or services, you agree that content is provided for general information only and may not be appropriate for your particular circumstances.

Content: Our content is provided either by our internal team, external consultants or third party partners. While we make reasonable efforts to maintain the content on the platform, we do not guarantee that the content is kept up to date or is suitable for your particular use case.

Our content does not amount to legal, financial, accounting or tax advice and if you are unsure regarding your approach, you should take such advice from an appropriately qualified professional. By using our product or services, you agree that you alone are responsible for the selections and decisions you make within our smart templates and will obtain suitable advice where appropriate.

Genie AI makes no representations, warranties or other assurances that the content on the platform is accurate, complete or up to date.

Genie AI is not a law firm: You should be aware that Genie AI is not a law firm. We aren’t authorised or regulated by the Solicitors Regulation Authority (“SRA”). As a result we aren’t allowed

to provide certain “reserved” legal services which are only permitted to be provided by authorised and regulated firms/individuals. These include litigation, probate, notarisation and administering oaths. We only operate and provide products and services in relation to general commercial matters.

Because we’re not a law firm, there are less regulatory protections which are available to you when you deal with us, namely:

- We aren’t required by law or regulation to have professional indemnity insurance and aren’t subject to the SRA’s rules regarding the terms and conditions of such insurance;
- You won’t have the right to complain to the SRA or the Legal Ombudsman in respect of the product services provided to you by Genie;
- You can’t apply to the Solicitors’ Compensation Fund;
- Any legal advice that you receive from us is not covered by legal professional privilege, which could allow you to refuse to disclose certain confidential legal communications and advice to third parties, including courts and authorities. This means that the advice you receive and any associated communications could be shown to a Court or authority if they request it.

By using our products and services, you acknowledge and agree that you understand and appreciate the significance of the regulatory position described above. While we deny that a legal responsibility arises when you use the platform or our services, if that position is found to be incorrect, we exclude all liability for any reliance placed by our users for any reliance placed on documents, information or communications received from Genie AI.

Communicating with our team: When you liaise with our customer support team or our management, we may point you in the direction of relevant resources or provide you with general information based on your query. Our responses are provided for general information only and may not be appropriate for your particular circumstances. They do not amount to legal, financial, accounting or tax advice and if you are unsure regarding your approach, you should take such advice from an appropriately qualified professional before finalising your smart template. These discussions do not create a lawyer-client relationship between you and our team member who is answering your questions, even if that team member is regulated by the SRA or another regulatory body. Unless you have another lawyer representing you, you are responsible for representing yourself in any legal matter carried out through our product. [Except where you use our Ask a Lawyer service], our team will not review any information you provide for legal accuracy or appropriateness, provide legal advice or opinions about or apply the law to your situation or choice of documents.

Our obligations if something unfortunate happens: If we fail to comply with these Terms, we are responsible for loss or damage that you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was an order that was accepted. We also only provide the App for your internal company use. We have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity

based on your use of or reliance on the App or content. We do not exclude or limit in any way our liability to you where it would be unlawful for us to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, for fraud or fraudulent misrepresentation and for breach of your legal rights in relation to the App.

Indemnification to us: You will defend and indemnify Genie AI against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the App including any content you provide to the App, including without limitation to any violation of intellectual property rights attributed to any third parties from the content you have provide to the App.

Indemnification to you: Genie AI shall defend you, its officers, directors and employees against any claim that the App infringes any United Kingdom patent effective the date of when you subscribe to use the App, copyright, trade mark, database right or right of confidentiality, and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that: Genie AI is given prompt notice of any such claim; the Customer provides reasonable co-operation to Genie AI in the defence and settlement of such claim, at Genie AI's expense; and Genie AI is given sole authority to defend or settle the claim.

Confidentiality

Each party may be given access to confidential information from the other party in order to perform its obligations under these Terms ("**Confidential Information**"). A party's Confidential Information shall not be deemed to include information that:

1. is or becomes publicly known other than through any act or omission of the receiving party;
2. was in the other party's lawful possession before the disclosure;
3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or in the other party's lawful possession before the disclosure;
4. is independently developed by the receiving party, which independent development can be shown by written evidence.

Each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party save as is necessary for the performance of the party's obligations set out in these Terms, or use the other's Confidential Information for any purpose other than as set out in these Terms. Please refer to Genie AI's [privacy notice](#) for more information.

Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of these Terms.

Notwithstanding the above, a party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

You acknowledge that details of the App (including the user interface, documentation and Genie AI's business model), the Learning, these Terms and the results of any performance tests of the Services constitute Genie AI's Confidential Information.

Genie AI acknowledges that the Customer Data is the Confidential Information of the Customer save that this shall be without prejudice to any licenses granted.

No party shall make, or permit any person to make, any public announcement concerning these Terms without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

What about the other legal bits?

Acts outside of our control: Genie AI shall have no liability to you under these Terms if it is prevented from or delayed in performing its obligations under these Terms, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Genie AI or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, public health disaster including pandemics, infectious diseases and viruses, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

Unless we tell you, we haven't waived our rights (no waiver): If we ever fail to insist that you perform any obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing

so, that will not mean that we have waived such rights and will not mean that you do not have to comply with your obligations (unless we explicitly inform you of this in writing).

Severability: To make sure that these Terms are enforceable, we should add that should any part of these Terms be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, that term (or terms) shall be severed from the rest of the terms. The remaining terms shall continue to be valid and enforceable to the fullest extent permitted by law.

Formal notices: we will share with you any notices via email (to valid email addressed we know to be correct). If you give us notice, you should address this to support{at}genieai.co.

Third Party Rights: These Terms do not confer any rights on any person or party (other than the parties to these Terms and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

Which law applies?

These Terms are governed by and interpreted in accordance with the laws of England and Wales and the courts of England and Wales will have non-exclusive jurisdiction in respect of any dispute, which may arise.

We hope this would never arise, but like any person or company, we reserve our right to bring legal proceedings to the courts of the country of your location where a breach of our Terms occurs.

Version history

Current version: 12 Sep 2022