

Data Processing Agreement of Rflect AG

(Version: January 30 2026)

1. Subject matter of the agreement

- 1.1 *Description:* Rflect AG with its registered office in Zurich/Switzerland, postal address c/o Ivan Jovanovic, Neunbrunnenstrasse 118, 8050 Zürich, email address info@rflect.ch, and registered in the Commercial Register of the Canton of Zurich under company number CHE-402.686.433 (hereinafter the Processor) offers a software-as-a-service solution to support and enhance educational processes for the customer (hereinafter the Controller)
- 1.2 *Preamble:* The purpose of this agreement is to set out the data protection framework and the requirements and obligations for handling personal data in accordance with the provisions of Regulation (EU) 2016/679 - the General Data Protection Regulation (GDPR), the Swiss Federal Law on Data Protection (FADP) as well as other applicable data protection laws (hereinafter referred to as Data Protection Law).
- 1.3 Processor agrees to only carry out its data processing in accordance with the instructions of Controller as defined by the EULA and Licence Subscription or otherwise agreed.
- 1.4 Processor provides services on behalf of Controller specified in the offer for subscription submitted by the Licensor to the Licensee (hereinafter referred to as „Contracts“). Within the scope of the Contracts Processor is granted access to personal data and processes these data exclusively on behalf of Controller and according to Controller's instructions. Scope and purpose of data processing by Processor are defined in the Contracts unless no further specifications are set out in this DPA.
- 1.5 The terms set forth in this DPA shall apply to all data processing within the scope of the Contracts. The Processor may anonymize data under this DPA and use such anonymized data for its own purposes including publications, product improvement and performance reporting. The user may open up a user account with the Processor and elect to transfer the data to the Processor as a new Controller. In this case the data will no longer be subject to this DPA.
- 1.6 The term of this DPA shall correspond to the term of the Contracts with exception of any non-disclosure, data secrecy provision or data use restriction that may apply. This agreement shall, however, remain valid beyond the end of the Contracts terms as long as Processor retains personal data which it processes on Controller's behalf or which it has collected on behalf of Controller.

2. Scope and purpose of collecting data, data subjects

2.1 Personal data shall be processed in the following way, namely by: collecting the data through the Rflect (Web) App and providing insights.

2.2 Within the scope of executing the Contracts, Processor will process the following personal data:

- Log-in data: Email address; name, surname and related data.
- Self-assessment: Gender and age-range (for academic study purposes only)
- Customer affiliation: data related to being part of customer's institution in a specific program (e.g. taking certain class with the group of other users)
- (Reflective) activities: Through the (reflective) activities users produce data which can implicitly allow connection to a particular person. The reflective exercises are not designed to collect additional personal information.

The categories of persons affected by processing are: Controller's customers and Controller's employees as well as third parties.

2.3 The Processor will never provide the Controller with personal data from private reflections. Only reflections explicitly marked as "shared" are accessible to the Controller. For private reflections, Rflect acts as independent data controller in accordance with its Privacy Notice and may anonymize data for use with third-party providers such as OpenAI, where any student can opt-out at any point in time .

3. Obligations on the part of Processor

3.1 Processor may only process personal data within the scope of the contractual agreement and according to Controller's instructions. If Processor is obliged by the law to which they are bound to further process this data, Processor agrees to inform Controller of any such legal requirements prior to further processing the data.

3.2 Processor shall not process the data made available to it for any other purpose, in particular not for its own purposes (except anonymized use for product improvement or academic evaluation as outlined in Section 1). The Processor will never use personal data for marketing purposes to externals outside of Rflect, and will only process data to support communication around personal development, as instructed by the Controller.

3.3 Processor is obliged to observe strict confidentiality whilst processing the personal data.

- 3.4 Persons employed by Processor and tasked with data processing are not permitted to unlawfully collect, process or utilise personal data without being authorised to do so.
- 3.5 Processor ensures that the persons responsible for processing personal data have been familiarised with the relevant data protection law, professional secrecy, usage restriction and the requirements in this agreement prior to commencing their task of processing such data.
- 3.6 Processor agrees to support Controller taking into account the type of processing and the information available to it in complying with the obligations set forth in Data Protection Law.
- 3.7 Processor agrees to support Controller, in so far as possible, by offering suitable technical and organisational measures in order to enable Controller to fulfil its obligation with regard to the rights of the Data Subject.
- 3.8 If a Data Subject exercises rights, for example, concerning access to information, a correction or deletion with regard to his/her data by directly contacting Processor, Controller shall be informed without undue delay and Processor will await Controller's further instructions before taking any action.

4. Technical and organisational measures

- 4.1 Processor agrees to undertake any and all necessary technical and organisational measures to ensure an appropriate protection of Controller's data in accordance with Data Protection Law.

5. Subcontracting

- 5.1 Any use of a subcontractor by the Processor with relevance to data handling requires Controller's prior approval. The use of the listed subcontractors in Annex 2 are approved provided all data protection requirements have been fulfilled.
- 5.2 In commissioning subcontractors Processor is obliged to ensure that these are bound by substantially similar requirements set forth in this agreement. In the event of a subcontractor being based in a third country, Processor shall ensure that an appropriate data protection level is ensured and that the prerequisites as set forth in Data Protection Law are fulfilled. Processor shall provide proof of the agreement concluded with its subcontractors upon request of Controller.
- 5.3 The contractually agreed services shall be performed by the subcontractors stated in annex 2.

6. Notification requirements

6.1 In the event of a suspected data protection violation, suspected security-relevant issues or any other irregularities in processing personal data by Processor, by persons employed by Processor within the scope of the Contracts or by subcontractors, Processor agrees to notify Controller thereof without undue delay in writing or in text form. The notification of any violation of protection of personal data shall comprise at least the following information:

- a) A description of the kind of violation of protection of personal data, in so far as possible, stating the categories and appropriate number of persons affected thereby, the affected categories and the appropriate number of data records relating to the affected persons;
- b) The name and contact details of the data protection supervisor or of any other contact address to obtain further information;
- c) A description of the probable consequences of violating the protection of personal data;
- d) A description of the measures adopted or proposed by Processor to remedy the violation of protection of personal data and, if applicable, measures to mitigate their possibly detrimental effects.

6.2 Processor shall take all feasible measures without undue delay to protect the data and to mitigate any possible consequences for the data subjects and Controller.

6.3 If Controller's data at Processor are jeopardised by attachment or seizure, by insolvency proceedings or by any other events or third-party measures, Processor shall inform Controller thereof without undue delay, unless it is prohibited to do so by a court order or law. In this context Processor shall inform all relevant parties that the authority to make decision concerning the data exclusively lies with Controller as "Data Controller".

7. Right to issue instructions

7.1 Processor may only collect or process personal data within the scope of the Contracts and according to Controller's instructions (see exception in section 1).

- 7.2 Controller's instructions are initially laid down in Contracts and by the processing specified thereby and can thereafter be amended, supplemented or replaced by Controller in writing or in text form through individual instructions. Controller is authorised to issue appropriate instructions at any time. The authorised persons on the part of the processor who can accept instructions are stated in annex 1.
- 7.3 If Processor believes that an instruction issued by Controller violates data protection law, Processor shall draw Controller's attention thereto without undue delay. Processor is entitled to suspend the execution of the instruction until it has been confirmed or modified by the Controller. Processor may reject the execution of an apparently unlawful instruction.

8. Controller's review rights

- 8.1 Controller is entitled to review compliance of Processor with the regulations concerning data protection and of the contractual agreement within an appropriate scope. Controller shall only perform reviews within the scope required in order to meet its legal obligations and shall ensure that the operational procedures are not unduly disturbed as a result thereof.
- 8.2 Processor is obliged to provide Controller within an appropriate deadline with any and all information and documentation required for the purpose of performing a review of the technical and organisational measures of Processor.
- 8.3 Controller shall document the result of the review and inform Processor thereof. If within the scope of a review circumstances are identified, the kind of which require changes to be made to the processes in order to prevent such in future, Controller shall Inform Processor of the necessary changes without undue delay.

9. Liability

Liability is based on the applicable data protection law unless the Contracts contain a provision to the contrary.

10. Extraordinary right of termination

Controller is permitted to terminate the Contracts without observing a period of notice in full or in part, if Processor fails to comply with its obligations set forth in this agreement, or intentionally or gross negligently violates terms set forth in the GDPR/FADP or is unable or not willing to execute one of Controller's instructions. In the event of minor, i.e. neither intentional nor gross negligent violations,

Controller shall grant Processor an appropriate deadline in which Processor is given the opportunity to remediate the violation.

11. Termination of the Contracts

11.1 Upon termination of one of the Contracts or at any time after being requested to do so, Processor shall return any and all documents, data and data storage devices or upon request by Controller shall delete these. Processor shall maintain documentation of the deletion of the data.

11.2 Processor is obliged to treat any and all data it becomes aware of in connection with the Contracts as confidential beyond the end of the term of the Contracts.

12. Concluding terms

12.1 Processor and Controller agree that Processor has no right to retain any personal data beyond the Contract's duration unless required by law.

12.2 Amendments and supplements to this agreement shall not be permissible unless made in writing. This shall also apply to any change to this agreement with regard to the written form clause.

12.3 The regulations in the Contracts are not affected by this agreement unless they are deemed to be contradictory. In the event of a collision the terms set forth in this agreement shall be expressly deemed to have overriding priority. Additional supplementary contracts relating to confidentiality, secrecy, non-disclosure and data use limitation with more detailed provisions on these points take precedence over the general terms in this Agreement. The Standard Contractual Clauses in Annex 5 take priority over the DPA and the Contracts in case of conflict.

12.4 If any parts of this agreement are or become invalid, this shall not affect the validity of the remaining parts of this agreement. An omitted term shall be replaced by a permissible and/or valid term approximating the economic content of the purpose pursued in the best possible way. The same shall apply to any loophole in the agreement.

12.5 This agreement is subject to Swiss law, as well as material relevant Union law, in particular the GDPR.

12.6 The competent court of Zurich is herewith agreed upon as place of jurisdiction for any dispute arising from this agreement.

Annexes:

- Annex 1 – Authorised persons
- Annex 2 – Approved subcontractors

Annex 1 - Authorised Persons

Niels Rot, living in Affoltern am Albis, Switzerland

Ivan Jovanovic, living in Zürich, Switzerland

Ella Stadler-Stuart, living in Horw, Switzerland

Annex 2 – Licensed Subcontractors/Sub-Processors

Name	Description of processing	Location of processing	Third-country transfer
AWS	Infrastructure as a service. Contains all the user data in the DB, logs, backups and all in transit data through the AWS cloud services.	Frankfurt	None
Friendly analytics	General application use analytics	Switzerland	None
Sentry	Application error analytics and user behavior analytics in error situations.	EU/Frankfurt	None
Userpilot	In-app hints and surveys	USA, GDPR compliant.	Yes, no personal data transfer.
Mixpanel	Application event tracking for feature use analytics and product improvement	EU	None
OpenAI	Providing Artificial Intelligence support to students and lecturers based on the content of the reflective exercises, for example, personalized feedback on students' reflective writing quality. AI-supported features in Rflect have been designed for trust in mind, which is why student users can opt out of AI-powered features	USA/EU	Yes, generally no personal data is transferred. However, students are advised not to input any personal data in shared reflections that will be shared with OpenAI.

	at any time. Reflections should not contain any personal data e.g. names, student ids etc. as this data will be shared with OpenAI in anonymised form.		
Google	Providing Artificial Intelligence support to students and lecturers based on the content of reflective exercises and/or the program data (e.g. AI Teaching Assistant).	USA/EU	Yes, generally no personally identifiable data is transferred.

AWS - Data processing Addendum

<https://d1.awsstatic.com/legal/aws-dpa/aws-dpa.pdf>

Friendly Analytics - Data Processing Agreement

<https://friendly.ch/en/privacy/dpa>

Sentry - Data Processing Addendum

<https://sentry.io/legal/dpa/>

Userpilot - TOC and Security

<https://userpilot.com/terms-of-use/>

<https://userpilot.com/security/>

Mixpanel - Data Processing Addendum

<https://mixpanel.com/legal/dpa/>

OpenAI - Data Processing Addendum

<https://openai.com/policies/data-processing-addendum/>

Google - Data Processing Addendum

<https://cloud.google.com/terms/data-processing-addendum>