

Institutional Terms of Service (B2B)

Last updated: 20 October 2026

1. Parties and scope

These Institutional Terms of Service ("Terms") govern the agreement between Rflect AG, registered in the Commercial Register of the Canton of Zurich/Switzerland under the company number CHE-402.686.433 and address at c/o Jovanovic, Neunbrunnenstrasse 118, 8050 Zurich, Switzerland ("Rflect AG", "we", "us") and the institution identified at registration or in the Order Form or for which one of its lecturers or other representative have registered (the "Institution", "you") regarding the Institution's use and its students' use of the Rflect platform at app.rflect.ch, the Rflect mobile applications and related services (the "Services").

The Services are provided exclusively to organisational customers. Direct self-signup by individual consumers is not offered. Lecturers, teaching assistants, coaches, students and other natural persons granted access by the Institution are "Authorised Users". Students accept the Student User Terms of Service at first login; lecturers, teaching assistants, coaches and administrators use the Services under these Terms and the Institution's instructions.

2. Registration, authority and lecturer accounts

2.1 Institutional licence. Where the Institution concludes an Order Form or accepts an Offer, this is done by a person authorised to bind the Institution. That person confirms the name and address of the Institution and that they are authorised to enter into these Terms on its behalf. These Terms, including the DPA, then apply to the Institution as a whole, including to any Lecturer Accounts registered for it before.

2.2 Lecturer Accounts without an institutional licence. A lecturer, teaching assistant, coach or other staff member may register for the Services for use in their professional role before the Institution has concluded an Order Form (a "Lecturer Account"). The registering person confirms that:

- they use the Services in their professional role at the Institution, for example for teaching, coaching, programme or project work, and not as a consumer;
- their use complies with the Institution's rules on digital tools and data protection, or they have obtained any approval the Institution requires; and
- they accept these Terms on behalf of the Institution to the extent they are authorised to do so.

The registering person does not need, and does not claim, authority to bind the Institution to any payment obligation. Lecturer Accounts are free of charge or limited to the scope stated at registration, and no fees arise for the Institution without an Order Form.

2.3 Data protection for Lecturer Accounts. The registering person uses the Services in their role at the Institution. Personal data of students and other Authorised Users processed through a Lecturer Account is therefore processed for the Institution as controller in accordance with the DPA, and Rflect AG acts solely as processor on the instructions given through the Lecturer Account.

2.4 Confirmation or objection by the Institution. The Institution confirms the use of Lecturer Accounts, these Terms and the DPA by concluding an Order Form, by confirmation of its data-protection contact in text form, or by continuing to allow the use after Rflect AG has informed it. The Institution may object to the use of a Lecturer Account at any time. Rflect AG then closes the account and, at the Institution's choice, returns or deletes the personal data processed in it, subject to the Authorised Users' export right under Section 3.6 of the DPA. Rflect AG may inform the Institution, in particular its data-protection contact, of Lecturer Accounts registered with the Institution's email domains.

2.5 Authority. A person who signs an Order Form or otherwise expressly declares authority to bind the Institution without holding it is liable to Rflect AG in accordance with Art. 39 CO.

2.6 Acceptance. In order to use the Service, these Terms must be accepted by clicking the acceptance checkbox at registration. These Terms are an integral part of any Order Form or Offer.

3. Data processing and roles

Rflect AG provides the Services as a data processor acting on behalf of the Institution. The Institution is the data controller for the personal data of Authorised Users processed through the Services. The terms of processing are set out in the Data Processing Agreement ("DPA") set out in the Annex to these Terms (incorporated by reference), which forms an integral part of these Terms. For the purposes of the DPA, the Institution is the "Controller" and Rflect AG is the "Processor". Where these Terms and the DPA conflict on matters of personal-data processing, the DPA prevails.

4. Licence and intellectual property

Subject to your compliance with these Terms, Rflect AG grants the Institution a non-exclusive, non-transferable, non-sublicensable right to access and use the Services for the agreed term, with the right to enable access for Authorised Users in accordance with the Order Form (number of seats, modules, AI features).

The Institution may use the Services only for the agreed purposes and in accordance with these Terms. The Institution shall:

- comply with all applicable laws in the use of the Services;
- respect third party rights; in particular not upload or share Content that infringes any third party's intellectual-property, Data Protection, publicity or other rights;
- not attempt to circumvent the security of the Services, gain unauthorised access, distribute malicious code, or use automated tools to scrape or harvest content;
- not use the Services to send spam or run advertising;
- not make available to third parties;
- not copy, otherwise reproduce, distribute or commercially exploit; and
- not modify, use for derivative works or reverse-engineer.

All rights in the Services, the Rflect software, designs, trade marks (including "Rflect" and the Rflect logo), documentation and other Rflect intellectual property remain with Rflect AG or its licensors.

5. Institution's and Authorised Users' Content and Outputs

The Institution respectively its Authorised Users retain ownership of the content uploaded into the Services (information, materials, prompts, instructions, files, documents, answers and other content submitted) ("Content"). The Institution grants Rflect AG the right to host, store, process and display such Content for the Institution's programme purposes and for its Authorised Users. Access to Content is at all times subject to the visibility settings selected by Authorised Users and to Section 2.5 of the DPA; in particular, reflections marked "private" are not accessible to the Institution, its lecturers, coaches or administrators.

The Institution confirms that it is entitled to the Content uploaded and that doing so does not infringe any third party's rights. The Institution shall be solely responsible for all Content uploaded, transmitted, processed or otherwise made available through the Services by the Institution or by any of its Authorised Users.

The Institution is responsible for its and its Authorised Users' use of the outputs generated by Rflect AG's AI-supported features ("Output"), including any reliance upon, distribution, publication or implementation thereof. This is without prejudice to Rflect AG's own obligations as provider of the AI-supported features under applicable law, including Regulation (EU) 2024/1689 (AI Act), and under the DPA. The Institution acknowledges that Output may be inaccurate and shall independently review, verify and validate all Output before relying upon or using it. The Institution assumes all risks arising from the generation, use or reliance on any Output. Where AI-supported features provide suggestions to lecturers, including suggestions for feedback on or assessment of Authorised Users' work, such suggestions do not constitute a decision by Rflect AG; the Institution shall procure that its lecturers review the suggestions and take every assessment decision themselves.

The Institution grants Rflect AG a non-exclusive, royalty-free right to use Output to operate the Services, and to use anonymised or aggregated Output to improve and further develop the Services and for performance reporting and academic research, but not for marketing or for Rflect AG's other commercial purposes, provided that Rflect AG shall comply with applicable data protection laws, the DPA and any confidentiality obligations, and provided further that, in accordance with Sections 3.3 and 2.6(c) of the DPA, Rflect AG shall not use personal data, including Output containing personal data, to further develop the Services and shall

not use reflection content or lecturer-created content to train AI models, except anonymised or synthetic material verified as anonymous in accordance with Section 3.3(c) of the DPA.

6. Fees, invoicing and payment terms

Prices are stated in CHF, exclusive of VAT and other applicable taxes and duties, which are additionally charged where applicable. The billing cycle, licence period and pricing are set out in the Order Form.

Invoices are payable within 30 calendar days of the invoice date. In the event of late payments, interest at a rate of 5% shall be payable starting as from the 31st day of the invoice, without the need for a reminder. Additionally collection costs (including reasonable legal fees) for outstanding amounts are payable by the Institution. Transaction fees charged by the Institution's bank or payment provider are borne by the Institution.

7. Term, renewal and termination

The initial term is set out in the Order Form. The agreement renews automatically for successive terms of the same length unless either party gives written notice of non-renewal at least three months before the end of the then-current term.

Either party may terminate the agreement:

- for material breach by the other party, including default in the payment of fees, that is not cured within 30 days of written notice;
- with immediate effect for cause (insolvency, repeated material breach, unlawful use of the Services).

If Rflect AG discontinues the Services or a material part of them during a paid term, without the Institution being at fault for the termination, the Institution is entitled to a pro-rata refund of fees paid for the unused remainder of the term. Fees due remain payable in the event of early termination, unless the termination is attributable to Rflect AG.

On termination, Authorised User accounts are handled in accordance with the DPA, including the data export/migration window under Section 3.6 of the DPA and the return or deletion of personal data under Section 11 of the DPA. Reflections marked "private" are deleted or returned to the Authorised User and are never returned to the Institution (Sections 2.5(c) and 11.2 of the DPA).

Sections 4, 5, 9 – 12 and 20 survive any termination for an unlimited period of time.

8. Acceptable use and flow-down

The Institution shall communicate the Student User Terms of Service and the current Data Protection Notice to its Authorised Users at onboarding, and shall procure that Authorised Users accept them at first login. The Institution remains responsible for providing its Authorised Users with the information it owes them as controller (Arts. 13-14 GDPR; Art. 19 FADP or the applicable cantonal data-protection law); Rflect AG's Data Protection Notice describes Rflect AG's processing and does not replace the Institution's own notice. The Institution shall not use the Services, and shall procure that Authorised Users do not use the Services, in any unlawful manner or in violation of the Student User Terms of Service.

The Services are not designed to collect special categories of personal data (such as health data). The Institution shall instruct its Authorised Users not to enter such data into the Services, shall apply Rflect AG's guidance on question design when its lecturers design reflection questions, and shall procure that its lecturers report or delete such content when they encounter it, as set out in Section 2.7 of the DPA. Where the Institution deliberately designs a programme to elicit such data, the Institution is responsible for the legal basis and informs Rflect AG in advance.

The Institution is responsible for the lawfulness of inviting Authorised Users, including in respect of any consent or notice obligations the Institution owes to those users.

9. Confidentiality and marketing

Each party shall keep confidential all non-public information disclosed to it by the other party in the performance of this agreement and use it only for the purpose of performing this agreement. Non-public information may not be disclosed to third parties, except to the parties' employees and professional advisors, subject to an equivalent confidentiality obligation, or as may be required by any law or any legal or regulatory authority, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of these Terms.

Rflect AG is entitled to use the name of the Institution for advertising purposes, being a subscriber of the Services on Rflect AG's website and in other communication, unless the Institution explicitly prohibits.

10. Warranties

Rflect AG uses reasonable care and skill to operate the Services in accordance with the service-level commitments set out in the Order Form. Beyond the service-level commitments in the Order Form and the obligations in the DPA (including the technical and organisational measures in Annex 3 of the DPA), the Services are provided without further warranties, express or implied, to the extent permitted by law. The Services are not provided for critical, clinical or life-safety use cases. The Services do not detect, score, flag or monitor the health, mental state or wellbeing of Authorised Users and have no crisis-detection or alerting function; the Institution shall not rely on the Services for that purpose and remains responsible for its own duty of care towards Authorised Users.

The Institution is responsible for the conduct of its Authorised Users, its Content and Outputs.

11. Liabilities

The Institution alone is responsible to its Authorised Users for the educational programme and for its own obligations as controller; Rflect AG's statutory obligations towards data subjects remain unaffected.

Rflect AG's aggregate liability under or in connection with this agreement, whether in contract, tort or otherwise, is limited per contract year to the fees paid or payable by the Institution for the twelve (12) months preceding the event giving rise to the claim. Rflect AG is not liable for indirect or consequential loss, loss of profit, wasted expenditure or unmet expectations. These limitations do not apply to liability for intent or gross negligence (Art. 100(1) CO), to liability for auxiliary persons to the extent mandatory law so provides (Art. 101(3) CO), to personal injury, or to Rflect AG's liability towards data subjects under applicable data protection law. The liability regime for the processing of personal data in Section 9 of the DPA remains reserved.

12. Indemnities

Rflect AG indemnifies the Institution against claims from third parties claiming that the use of Services according to these Terms violates third party rights.

The Institution indemnifies Rflect AG against claims from third parties claiming that the Content of the Institution or its Authorised Users uploaded in the Services violates third party rights.

The Institution also indemnifies Rflect AG against claims from its Authorised Users in connection with the use of the Services, except to the extent the claim arises from Rflect AG's breach of these Terms, the DPA or applicable data protection law.

13. Third-party links and content

The Services may contain links or integrations with third-party content not under the control of Rflect AG. Rflect AG is not responsible for the use of third-party sites and content; their use is at the Institution's own risk.

14. Changes to the Services

Rflect AG may improve and modify the Services from time to time. Material changes that adversely affect the agreed scope are notified at least 30 days in advance. If a material adverse change is unacceptable to the Institution, the Institution may terminate the affected portion with effect from the date of the change and receive a pro-rata refund. Changes to AI-supported features and to the AI models used are governed by Section 2.6 and Annex 4 of the DPA.

15. Force majeure

Neither party is liable for failure or delay in performance caused by events beyond its reasonable control, including upstream cloud-infrastructure or AI-provider outages. The affected party notifies the other without undue delay and uses reasonable efforts to mitigate.

16. Amendments of these Terms

Rflect AG may amend these Terms by written notice to the Institution. Amendments take effect on the date stated in the notice, which may be the date of the notice. The notice summarises the changes and draws the Institution's attention to its rights under this Section. If the Institution does not agree with an amendment, it may object within thirty (30) days of the notice; if Rflect AG does not continue to apply the previous provision to the Institution, the Institution may terminate the agreement by written notice with immediate effect and receives a pro-rata refund of prepaid fees for the unused remainder of the term. Amendments to the Data Processing Agreement follow Section 12.2 of the Data Processing Agreement.

17. Notices

Notices to Rflect AG are sent by email to info@rfect.ch. Notices to the Institution are sent to the contact addresses on file, via in-app messages or release notes to the Institution's administrators. Notices under Section 16 and under the Data Processing Agreement are also sent to the data-protection contact named in the Order Form. For Lecturer Accounts (Section 2.2), notices are sent to the registering person and, where known, to the Institution's data-protection contact.

18. Assignment

Rflect AG may assign this agreement to an affiliate or in connection with a merger, sale of assets or corporate reorganisation, on notice to the Institution. The Institution may not assign without Rflect AG's prior written consent.

19. Severability and no waiver

If any provision is held invalid or unenforceable, the remaining provisions remain in force; the invalid provision is deemed to be replaced with a provision that best reflects the original economic intent of the replaced provision. Failure by either party to enforce a provision is not a waiver of that provision.

20. Governing law and jurisdiction

These Terms are governed by Swiss substantive law, excluding its conflict-of-laws rules and treaties. Exclusive jurisdiction lies with the state courts of Zurich, Switzerland. However, Rflect AG is also entitled to bring legal action against the Institution in the courts of the Institution's place of business.

21. Annex

Annex — Data Processing Agreement (incorporated by reference) including Technical and Organisational Measures (TOMs) and Annex 4 (AI-supported features, data flows and risk categories)

22. Contact

Questions or concerns: info@rfect.ch.