

# Institutional Terms of Service (B2B)

Last updated: 17 June 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**", which must comply with the Student User Terms of Service.

## 2. Registration and authority

To register the Institution, you confirm:

- the name and address of the Institution;
- that you are acting on behalf of the Institution in a professional or business capacity, and not as a consumer; and
- that you are authorised to enter into these Terms on behalf of the Institution and to bind it to them.

If you register the Institution without holding the required authority, you remain personally bound by these Terms.

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")** attached as Annex to these Terms, 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, privacy, 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 sharing 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 shall be solely responsible for any and all outputs generated by Rflect AG's AI-supported features ("**Output**"), including any use, reliance upon, distribution, publication or implementation thereof. 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.

The Institution grants Rflect AG a non-exclusive, royalty-free right to use any Output to operate and improve the Services, and to use anonymised Output 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 Section 2.6(c) of the DPA, Rflect AG shall not use reflection content or lecturer-created content to train AI models.

## 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 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 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. However, the Services are provided without warranties of any kind, whether express or implied. The Services are not provided for critical, clinical or life-safety use cases.

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.

All liability of Rflect AG is hereby excluded to the extent permitted by law. In particular, but not limited to, Rflect AG's liability is excluded for technical errors, unauthorised access, wasted expenses, additional expenses, unmet expectations and data loss.

## **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.

### 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.

### 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. Amendments are notified at least 30 days in advance to the Institution. If the Institution does not agree with the amendment, the Institution must terminate the agreement within the 30 days as per the end of the then-current term. Without such termination the amendments constitute acceptance of the amendments.

### 17. Notices

Notices to Rflect AG are sent by email to [info@r-reflect.ch](mailto:info@r-reflect.ch). Notices to the Institution are sent to the contact addresses on file or via in-app messages to the Institution's administrators.

### 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)

### 22. Contact

Questions or concerns: [info@r-reflect.ch](mailto:info@r-reflect.ch).