

# Student User Terms of Service (B2C)

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These Student User Terms of Service ("**Terms**") govern your use of the Rflect platform at [app.rflect.ch](https://app.rflect.ch), the Rflect mobile applications and related services (the "**Services**"). The Services are operated by 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"). You access the Services because the institution that invited you (your university, school or other organisation — the "**Institution**") holds a licence with Rflect AG.

In order to use the Services, you must accept these Terms by ticking the acceptance box at first login or at first sign-in via your Institution.

## 1. Your contract party and your use of the Services

Rflect AG is not your contract party regarding the use of the Services, the Institution is your sole contract party, Rflect AG is only a service provider of the Institution.

You may use the Services only for lawful purposes and in accordance with these Terms. You shall:

- comply with all applicable laws in your 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 include other people's personal data in your reflections or other content;
- 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, run advertising, or harass other users;
- not make available to third parties;
- not copy, otherwise reproduce, distribute or commercially exploit; and
- not modify, use for derivative works or reverse-engineer.

## 2. Rflect AG's intellectual property

The Services, the Rflect software, designs, trade marks (including "Rflect" and the Rflect logo) and other Rflect AG content are the intellectual property of Rflect AG or its licensors. You may use them only to use the Services for their intended purposes. You have no rights in such content other than the right to use the Service.

## 3. Your content and outputs

You retain ownership of the content you submit to the Services (reflections, answers, uploaded media). You acknowledge that Rflect AG hosts, stores, processes and displays your content, as your Institution's data processor only, as necessary to operate the Services for you and for your Institution's programme, in accordance with the sharing setting you choose for each reflection (private, shared with lecturer, shared with class, shared with class anonymously) and your in-app choices for AI-supported features.

You confirm that you are entitled to submit the content you upload and that doing so does not infringe any third party's rights. You may export or migrate the reflections and other content you have authored, on your own request and without further approval from your Institution, regardless of the sharing setting you chose. Export provides a copy and does not delete your Institution's own records.

You shall be solely responsible for any and all outputs generated by Rflect AG's AI-supported features, including any use, reliance upon and sharing. You acknowledge that output may be

inaccurate and shall independently review, verify and validate all output before relying upon or using it. You assume all risks arising from the generation, use or reliance on any output.

#### **4. Account security and your responsibility**

You are responsible for safeguarding your account from third party access.

You are responsible for all activity carried out under your account and all content uploaded from your account.

Contact [info@rreflect.ch](mailto:info@rreflect.ch) without delay if you suspect unauthorised use of your account. You may deactivate your account at any time from within the Services.

#### **5. Data protection**

Rflect AG processes your personal data on behalf of your Institution as data processor only; your Institution is the data controller. For details on what data is processed, on what legal basis, and how you can exercise your data protection rights, please see your Institution's Data Protection Notice and contact your Institution's data-protection contact.

Please note that your personal and private reflections will not be disclosed to your Institution.

AI-supported features that operate on your **private** reflections (for example, personalised feedback through the "Go Deeper" feature) run only if you have given a separate in-app opt-in for that purpose. You can withdraw that opt-in at any time, with effect for all future AI processing of your private reflections.

AI-supported features that operate on reflections you have shared (with your lecturer, your class, or your class anonymously) run as part of the Services agreed between Rflect AG and your Institution, without a separate opt-in, because you have already chosen to share the reflection. Reflection content is not used to train AI models.

#### **6. No medical, therapeutic or counselling service**

Rflect AG supports personal reflection and learning. It is not a medical, therapeutic, counselling or crisis service. If you are in distress or experiencing a mental-health crisis, please contact a qualified professional or local emergency services.

#### **7. Exclusion of Warranty**

The Services are provided on an "as is" and "as available" basis free of charge for students. The Services are provided without warranties of any kind, whether express or implied.

#### **8. Liability and Indemnity**

Any claims in connection with the Service must be filed with the Institution, which is solely responsible to you; Rflect AG is only a service provider to the Institution.

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, unauthorized access, unmet expectations, data loss and any measures of the Institution. If anyone asserts claims against the Rflect AG for a violation of laws or an infringement of their rights due to your content, you undertake to indemnify Rflect AG from all claims, damage and expenses (including court fees and legal costs).

#### **9. Duration and termination**

You may use the Service as long as you are enrolled at the Institution that invited you and as long as the contractual relationship between Rflect AG and the Institution remains in effect. Thereafter, your right to use the Service will automatically terminate without the need for notice of termination.

However, Rflect AG is entitled to suspend or terminate your access to the Service at any time without prior notice if there is evidence that you have violated these Terms or Rflect AG is requested to so by competent authorities. A suspension or termination may result in a loss of access to your content. Rflect AG is not liable for consequences of such advance suspension or termination.

Sections 2., 3., 7., 8. and 11 survive any termination for an unlimited period of time.

## **10. Changes to these Terms**

Rflect AG may amend these Terms at any time at its own discretion. Material changes are communicated at least 30 days in advance, together with a summary of what is changing. If you do not agree with a material change, you must deactivate your account before it takes effect. Continued use of the Services after the expiry of the 30 days shall be deemed to constitute acceptance of the changes. Minor changes (typographical corrections, contact details, references) may take effect on notice.

## **11. Governing law and jurisdiction**

These Terms are governed by Swiss substantive law, excluding its conflicts of law rules and treaties. All disputes arising in connection with the use of the Services shall be subject to the exclusive jurisdiction of the courts at the seat of Rflect AG, mandatory consumer-protection provisions of your place of habitual residence remain reserved.

## **12. Contact**

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