

# Terms of Service

*Last Updated: 9 December 2022*

The following terms of service ("**Terms**" or "**Terms of Service**") govern the relationship between the User and Reflectly ApS, incorporated in Denmark with registered address Balticgade 14B, 8000 Aarhus C, Denmark and CVR no. 38854992 ("**Reflectly**" or "**we**").

The Terms act as an agreement between the parties and relate to the mobile applications licensed to the User and, if applicable, the Growth Bundle account created. The mobile applications consist of the apps owned by Reflectly at any given time, subject to change through commercial dealing, as provided by the developer profiles in 11.1 ("**the Apps**").

The User should read the Terms carefully, they contain important information regarding rights, limitations such as the waiver of withdrawal, disclaimed warranties, liability limitation, termination, term updates, as well as dispute resolution and applicable law. The Terms of Service should be read in conjunction with the [Privacy Policy](#), together they form the contract that exists between the User and Reflectly.

## 1. Licences and Subscriptions

1.1 Reflectly offers Non-subscription and Subscription licences for mobile applications to a prospective licensee ("**Non-subscription app licensee**" and "**Subscription app licensee**", collectively "**App licensee**" or "**User**"). We do not sell the Apps and ownership is retained by Reflectly at all times.

1.2 Upon downloading one of the Apps, the User by default becomes a Non-subscription app licensee. They remain so unless and until the:

- (a) Licence is terminated; or the
- (b) Licence is upgraded by a subscription or one-time purchase for an:-

- (i) App; or
- (ii) App Bundle.

1.3 Subscription app licensees, depending on the app and the choice of payment plans, may pay through subscriptions, including but not limited to monthly and annual terms; and through making one-time purchases.

- 1.4 Subscriptions for the Growth Bundle may be made directly through the Growth Bundle website or in-app, subject to change. Up to date information on prices and promotional offers will be provided prior to purchase.
- 1.5 Subscriptions will automatically renew at the end of the term and can be managed through the:
  - (a) Account section of the Growth Bundle website, or similar website controlled by Reflectly (if purchased through such a website); or
  - (a) Subscription management settings on their mobile phone, subject to the [Apple App Store](#) or [Google Play's](#) terms (if purchased in-app).
- 1.6 Subscriptions for the Apps may include increased functionality and additional features, including but not limited to, the ability to back up, synchronise or export data, unlimited entries or trackers, authentication and widgets. Exclusive content may also be provided, which may include reflections, quotes, questions, audio, video, cognitive games, sleep aids and meditative content, but is not limited to such.
- 1.7 Information about content, features or services will be included in the description on the Apple or Google Play Store, in-app prior to a purchase and on the Growth Bundle website or other website controlled by Reflectly.
- 1.8 Purchases are final, Reflectly will not provide refunds. ***By proceeding with the purchase and agreeing to the Terms, the App licensee consents to immediate performance of the contract and waives their right to withdrawal.*** Purchases made through the Apple or Google Play Store are subject to the Apple or Google Play payment policy. The applicable policy should be considered prior to purchase.

## 2. App Updates

- 2.1 Notwithstanding examples in 1.6, it is subject to Reflectly's sole discretion to change, add, modify or remove any content, features or services ("**App Updates**"). Reasons for doing so may include:-
  - (a) Minor technical adjustments;
  - (b) Legal Compliance; or

(c) Enhancing Experience, by:

- (i) Adding material;
- (ii) Removing unpopular material;
- (iii) Improving design; or
- (iv) Adapting to User behaviour.

- 2.2 Upon installing an app, the User becomes a licensee of the most recent version “as available” at this time and all content, features or services shall be provided “as available”.
- 2.3 App Updates can be installed manually or by pre-selecting automatic updates.
- 2.4 The decision to install App Updates is at the User’s discretion. Reflectly endeavours to continue support for older versions provided it is deemed necessary and reasonable.
- 2.5 In the event the User does not wish to install App Updates or retain an older version, they may terminate their licence.

### **3. Intellectual Property**

- 3.1 The App licensee agrees and acknowledges that the information, content, quotes, daily questions, logos, trademarks, graphics, animations, games, icons, text, fonts, sounds, audio, images, video, source code and the so called ‘look and feel’ of the Apps (**“the Materials”**) belong to Reflectly and its third party licensors.
- 3.2 Notwithstanding, the limited licence granted hereafter, Reflectly and its third party licensors retain sole ownership rights, title, interest and intellectual property of the Materials. The Materials may be protected by copyright, as well as trademark, database and other intellectual property rights.
- 3.3 In the event of infringement, Reflectly’s third party licensors have the right to directly enforce their rights against the User.
- 3.4 Subject to 2.3, 4.1 – 4.3, 5.4, 12.1 and the termination provisions in 13, and subject to the features of an app, along with Reflectly’s discretion to change the features, we hereby grant a limited, non-exclusive, revocable licence to the:

(a) Non-subscription app licensee to:-

- (i) Download and use free features;

- (ii) Copy to terminal device for sole use;
- (iii) Copy to devices with the same Apple ID / Google Account;
- (iv) Back up, synchronise and export data (if provided); and
- (v) Share data with Apple Health.

(b) Subscription app licensee to:-

- (i) Download and use free features;
- (ii) Use subscription features;
- (iii) Copy to terminal device for sole use;
- (iv) Copy to devices with the same Apple ID / Google Account;
- (v) Back up, synchronise and export data; and
- (vi) Share data with Apple Health.

3.5 If the User has become a Subscription app licensee pursuant to 1.2(b)(i), the licensed actions in 3.4(b) are strictly limited to the specific app or apps they have subscribed to or otherwise purchased.

3.6 If the User has become a Subscription app licensee pursuant to 1.2(b)(ii), the licensed actions in 3.4(b) are strictly limited to the apps included in that bundle.

3.7 Notwithstanding 3.6, this is without prejudice to the licence granted for a Growth Bundle User to carry out the actions in 3.4(b) for future apps added to the bundle. The same applies to any future bundle with similar provision.

## **4. Restrictions of Use**

4.1 In the absence of a licence obtained from Reflectly explicitly stating otherwise, the App licensee shall not:

- (a) Sub-license, assign or transfer any right granted under the licence;
- (b) Modify or create any derivative works;
- (c) Distribute the apps or any modification or derivative work;
- (d) Publicly perform or publicly display any content or material;
- (e) Sell, commercially use or otherwise exploit the code, content, data or material.

4.2 The App licensee shall not reverse engineer, decompile or disassemble the Apps and the software contained therein.

- 4.3 In the event passwords or login credentials are required, the App licensee shall not share them with third parties or otherwise provide access. They are responsible for ensuring confidentiality and should contact Reflectly if compromised.
- 4.4 Reflectly has sole discretion to terminate or suspend the licence if the above restrictions are carried out.
- 4.5 We may be entitled to redress, as set out in Section 10, and along with third party licensors can enforce intellectual property rights in the event of infringement.

## 5. User-generated Content

- 5.1 Whilst using the Apps, we require the App licensee to upload certain content. Such content, among other things, may include text, photos, responses to daily reflections, challenges, as well as custom trackers, activities, feelings, spending categories and the combination of such with icons provided the originality threshold is met ("**User-generated Content**").
- 5.2 By doing so, and without prejudice to the Privacy Policy, the User grants Reflectly a perpetual, worldwide, transferable, sub-licensable, royalty-free licence to use, store, display, copy, edit, adapt, reproduce, modify, publish and distribute the content.
- 5.3 User-generated content may be used by Reflectly in developing new material. The User hereby acknowledges that this may result in a commercial benefit for Reflectly and that as a User they have no right to an income, shared benefit or any other consideration.
- 5.4 Upon submitting content, the User represents and warrants the absence of:
  - (a) Third-party intellectual property infringement;
  - (b) Third-party data protection or privacy infringement;
  - (c) Viruses or other harmful data;
  - (d) Material that is offensive, hateful or otherwise reprehensible, invasive of privacy, abusive, threatening, harassing, provocative, pornographic, indecent, unlawful, libellous, defamatory, fraudulent or otherwise objectionable.
- 5.5 Reflectly retains the right to remove any content that does not comply with 5.4 and is entitled to terminate or suspend the licence.
- 5.6 If a user does not comply with 5.4, we may be entitled to redress as set out in Section 10.

**5.7** *The User acknowledges and accepts that they will indemnify Reflectly for loss or damage suffered if such non-compliance results in third party action against Reflectly.*

## **6. Warranties**

6.1 The User represents and warrants compliance with 5.4 in relation to User-generated Content.

6.2 Further to Danish consumer protection law regarding digital services, we hereby represent and warrant compliance with both subjective and objective requirements for conformity.

(a) Subjective requirements for conformity are terms Reflectly set out that belong to one of the categories of requirements listed in the legislation. If a contracted term belongs to a listed category, Reflectly must ensure compliance with it to maintain subjective conformity.

(b) Objective requirements, among other things and subject to a number of legislative considerations, include being fit for purposes that other digital services of the same type would normally be used for; and being of the same quantity, quality and possessing the same performance features that are normal for digital services of the same type that the User, as a consumer, may reasonably expect.

## **7. Disclaimers**

**7.1** *Reflectly makes no representation or warranty, express or implied, regarding fitness for a particular purpose or merchantability. This is without prejudice to the aforementioned objective conformity requirements in 6.2(b).*

**7.2** *Except for complying with the objective conformity requirement for continuity, Reflectly makes no further representations or warranties, express or implied, that errors, interruptions, failures or delays will not occur during use.*

**7.3** *We make no representation or warranty, express or implied, that the Apps are free of malware, viruses or other harmful components. Moreover, no implied warranties arise from course of dealing, course of performance or usage of trade.*

**7.4** *No representation or warranty is made regarding non-infringement of intellectual property and Reflectly has no obligation to defend or indemnify the User against claims regarding the same.*

- 7.5 ***No warranties exist for modifications, derivative works or other unauthorised usage.***
- 7.6 ***Reflectly provides no warranties, express or implied, regarding any third party platform we use or the User's mobile device and operating system. We will not be liable for failure of these platforms, devices or operating systems to function as expected or intended.***
- 7.7 ***We strive to help the User improve their health, productivity and the management of time and habits. However, Reflectly makes no representation or warranty, express or implied, that such improvements will occur. Results vary per person and per usage, reliance is at the User's own risk.***
- 7.8 ***Reflectly retains the sole discretion to carry out App Updates. No representation or warranty is made, express or implied, regarding continued existence of content, features or services. The User acknowledges and accepts those specifically mentioned in 1.6, along with categories of such, are subject to the aforementioned discretion. Some categories mentioned may no longer be provided or may be provided in the future. Reliance should not be placed on 1.6 to predict future content, features or services and Reflectly makes no such warranty. Despite endeavours to continue support for older versions, as mentioned in 2.3, this is expressly qualified by what is deemed necessary and reasonable, no warranty exists that support will continue indefinitely or at all. Reflectly does not represent or warrant all the Apps will be available for both Android and iOS operating systems.***
- 7.9 ***No representation or warranty is made, express or implied, that hyperlinked information referenced in the Terms of Service or Privacy Policy, provided by third party sources, is accurate or correct. Reliance is at the risk of the User and Reflectly will not be responsible or liable for any loss or damage suffered pursuant to such reliance. We advise Users to be cautious when consulting non-official sources.***

## **8. Health Disclaimer**

- 8.1 ***The Apps should not be viewed as a substitute for therapy or other psychological or psychiatric treatment, nor should they be considered a substitute for a diagnosis or medical advice. No such representation or warranty is made and the App licensee should not delay in obtaining such intervention as a result of usage.***
- 8.2 ***Notwithstanding the scientific research on journaling, Reflectly makes no representation or warranty that the User's mental health will improve. Reliance on the Apps and the information they contain is strictly at the User's risk. If the App licensee has been diagnosed with a psychiatric condition they may wish to speak to their medical practitioner before use.***

- 8.3** *Reflectly makes no representation or warranty that the Apps will prevent, cure or treat diseases, disorders or conditions, including those related to cognition and the brain, but not limited to such.*
- 8.4** *We do not claim that any of the Apps constitute a Medical Device, as per the European Medicines Agency (EMA), nor should the User regard them as such.*
- 8.5** *Reflectly has designed the Apps for general information purposes only. We make no representation or warranty regarding accuracy, completeness, suitability and safety. The User assumes full responsibility and Reflectly is not liable for any consequences resulting from reliance.*
- 8.6** *The Apps should not be viewed as a substitute for addiction or rehabilitation programmes. Some of the Apps are designed to increase productivity and help manage habits. Although the User may find them helpful in overcoming addictions, Reflectly makes no representation or warranty that they are fit for this purpose. The App licensee should not delay in obtaining such intervention as a result of usage.*

## **9. Liability Limitation**

- 9.1** *Subject to 9.2 – 9.4, Reflectly, along with its employees, contractors, partners or affiliates are not liable for indirect, special and consequential damages. Among other things, no liability will arise from loss of data, loss of property, damage to property, loss of profits and loss of business.*
- 9.2** *If the loss or damage arises from the negligence of Reflectly or its employees, contractors, partners or affiliates, the limitation of liability in 9.1 will still apply. However, the limitation will not apply in the event of gross negligence.*
- 9.3** *The limitation of liability in 9.1 does not apply in the event of death or personal injury to the consumer, or if fraudulent misrepresentation is found on Reflectly's part.*
- 9.4** *If a User relies on the information contained in the Apps beyond the intended purpose of general information, they do so at their own risk. Reflectly will not be liable for any consequences resulting from such reliance.*
- 9.4** *The reference to property damage in 9.1 is without prejudice to liability arising from incorrect integration of the digital service.*



**9.5** *In the event Reflectly can no longer provide support, or it is deemed unnecessary and unreasonable to continue supporting older versions of the Apps, no liability will arise for any claimed loss or damage. If this occurs, Users may install the latest App Update or terminate the licence.*

## **10. Dispute Resolution**

10.1 In the event the User is dissatisfied or otherwise takes issue, we recommend they contact Reflectly at support@reflectly.app. We hope to solve the problem at an early stage to avoid escalation.

10.2 Given the mutual benefits of efficiency and cost, Reflectly proposes that any dispute arising out of or in connection with the Terms, including any disputes regarding the existence, validity or termination of the contract, shall be finally settled by arbitration administered by the Danish Institute of Arbitration.

- (a) The arbitration would be carried out in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration.
- (b) The arbitration tribunal shall be composed of a sole arbitrator, appointed by the Institute.
- (c) The place of arbitration shall be Copenhagen and the proceedings shall be conducted in English or Danish, whichever is appropriate in the circumstances.
- (d) The contract shall be governed by the laws of Denmark.

10.3 If the App licensee resides in the EU, as an online consumer they are entitled to recourse through the online platform. The European Online Dispute Resolution (ODR) platform can be accessed at [ec.europa.eu/consumers/odr](https://ec.europa.eu/consumers/odr). Notwithstanding this, Reflectly retains sole discretion as to whether it uses the platform; no obligation exists for Reflectly to solve disputes through it.

**10.4** *Without prejudice to anything stated in 10.1 – 10.3, both parties are entitled to judicial redress, with the applicable law being that of Denmark. The Danish courts have exclusive jurisdiction over disputes or claims, including non-contractual ones, arising out of or in connection with the Terms and their subject matter and formation.*

10.5 In the event a court or arbitration tribunal finds anything in the Terms unenforceable, insofar as practicably possible, the remaining provisions should be upheld and enforced.

## **11. Device Requirements**

- 11.1. Prospective Users should consult the [Reflectly](#) and [Reflectly X](#) developer pages on the Apple Store and the [Reflectly](#) developer page on the Google Play Store, to discover which apps are available for a device.
- 11.2 Information regarding compatibility with a specific device and operating system version can be found on the Google Play / Apple Store description page of the specific app.
- 11.3 Notwithstanding any explicit or implicit reference to mobile phones, nothing in the Terms shall exclude other devices or means used to sign up to or access the Apps with. This includes Users that sign up via the Growth Bundle website as well as any potential future compatible devices or access means.

## **12. Payment**

- 12.1 In the event of payment default, a Subscription app licensee may have their licence suspended or terminated.
- 12.2 Upon cancelling a subscription, the Subscription app licensee will revert to Non-subscriber status on the date the cancelled subscription was due to renew. For all intents and purposes, they are a Non-subscription app licensee thereafter.

## **13. Termination and Survival**

- 13.1 To terminate a Non-subscription licence, the Non-subscription app licensee should stop using the app(s), delete it from their device and, if applicable, delete the associated user account.
- 13.2 To terminate a Subscription licence, the Subscription app licensee should cancel their subscription and either:
  - (a) Convert to a Non-subscription licence, which will occur on the date the cancelled subscription was due to renew; or
  - (b) Terminate the licence entirely, and accordingly stop using the app(s), delete it from their device and, if applicable, delete the associated user account.

- 13.3 Reflectly may terminate a licence immediately, and without prior notice, if the conduct of a User triggers a termination ground, namely 4.4, 5.5 and 12.1.
- 13.4 Reflectly reserves the right, alongside instances referred to in 13.3, to terminate licences if a decision is made to discontinue an app, provided reasonable notice is provided.
- 13.5 Notwithstanding termination and irrespective of the reason or party responsible, the relevant clauses will survive termination and remain applicable.

## **14. Updating Terms**

- 14.1 Reflectly reserves the right to change and update the Terms at any time. Reasons for such updates may include:
- (a) Compliance with law;
  - (b) Compliance with industry best practice;
  - (c) Strengthening Consumer Protection;
  - (d) Changes to content, features or services;
  - (e) Changes to service delivery;
  - (f) Changes to subscription, payment or licensing;
  - (g) Changes to commercial practice.
- 14.2 Reflectly will take reasonable measures to provide the new Terms in advance if material changes are made. These measures allow the User to consider whether they want to continue use once effective. The reasonable measures may involve notifications through emails or in-app banners.
- 14.3 If the measures mentioned in 14.2 are taken, Reflectly may provide a means for the User to communicate they do not accept the updated Terms.
- 14.4 Without prejudice to 14.3, by continuing to use the Apps after the effective date, the App licensee accepts the changes. If the User does not accept the updates, they should terminate their licence.
- 14.5 Notwithstanding 14.2, the App licensee has ultimate responsibility for ensuring they are aware of any changes to the Terms. It is recommended they habitually check the Terms for updates. For ease of reference, the date of last update will be provided at the top.

14.6 The effective date, depending on whether provided in advance, shall be the:

- (a) Date set by prior notice; or
- (b) Date of Publication.