

JETBRAINS ACCOUNT AGREEMENT

Version 1.3, effective as of January 19, 2026

1. Parties

This JetBrains Account Agreement (“**Agreement**”) is entered into between JetBrains s.r.o., a company with its registered office at Na hřebenech II 1718/8, Nusle, 140 00 Prague 4, Czech Republic, Corporate Identification No.: 265 02 275, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 86211 (“**JetBrains**”, “**We**”, or “**Us**”) and You, the individual given the right to use JetBrains Account Services in accordance with this Agreement (“**You**”). For the avoidance of doubt, “**You**” means a natural person and not a corporation, company, partnership or association, or other entity or organization.

2. Definitions

“**Agreement**” means this JetBrains Account Agreement.

“**JetBrains Account**” means an account created by You at <https://account.jetbrains.com>.

“**JetBrains Account Service**” means any of the services listed in Section 3.1. (as applicable).

“**JetBrains Product**” means any generally available JetBrains software product such as a developer tool, teamware tool, or other JetBrains product or service.

“**JetBrains Website**” means the website at <https://www.jetbrains.com/> and any other website operated by Us.

“**Personal Data**” means any information which can identify an individual.

“**Privacy Notice**” means the JetBrains Privacy Notice available at <https://www.jetbrains.com/legal/docs/privacy/privacy.html>, which may be updated from time to time.

3. General

3.1. JetBrains Account Services. JetBrains Account Service means any of the following services and JetBrains Websites:

- (a) JetBrains Account site, allowing JetBrains Account holders to use their JetBrains Accounts and manage the relevant licenses, subscriptions, authorizations, and notifications;
- (b) JetBrains Reseller Portal, allowing JetBrains resellers to provide their customers with JetBrains products and services;
- (c) JetBrains eStore, allowing individuals and companies to buy or otherwise obtain JetBrains Products or Services;
- (d) JetBrains Console, providing its users with a centralized management console designed to streamline administrative tasks for organizations under the users’ management. JetBrains Cloud Platform allows to manage subscriptions on behalf of an organization, management of JetBrains AI resources and settings; and other features described at <https://www.jetbrains.com/help/jetbrains-console/about-jetbrains-console.html>.
- (e) Internal services of JetBrains, used to provide You with JetBrains Products, and to assist You with account, customer profile, user profile, license, purchase, and subscription management.

3.2. Independence of JetBrains Account Services. For avoidance of any doubt, each of the JetBrains Account Services listed in Section 3.1. represents an independent service but Your use of each of them will be governed by this Agreement. Any characteristics of any JetBrains Account Service described at JetBrains Website will apply solely for such a service and not for other JetBrains Account Services listed above.

4. Rights and Restrictions

4.1. Right to Use JetBrains Account Services. The rights granted to You for use of JetBrains Account Service constitute a grant of rights and not a transfer of title.

4.2. Restrictions. Without Our written permission, You may not:

- (a) remove any copyright or other proprietary notices displayed or contained in JetBrains Account Service;
- (b) modify or alter JetBrains Account Service in any way;
- (c) distribute, sell, lease, rent, or relicense JetBrains Account Service to others;
- (d) allow unauthorized use of JetBrains Account or payment data associated with such JetBrains Account;
- (d) allow unauthorized access to JetBrains Account; or
- (e) provide JetBrains with incorrect Personal Data.

4.3. Other Terms. Due to the nature of provided services, usage of JetBrains Account Services is governed by this Agreement, the JetBrains Website Terms of Use available at <https://www.jetbrains.com/legal/docs/company/useterms.html>, and the Terms and Conditions of Purchase available at <https://www.jetbrains.com/legal/docs/store/terms/>.

4.4. Access Revocation. JetBrains reserves the exclusive right to revoke authorization to access and use JetBrains Account Services at any time, and You shall discontinue such use immediately upon notice from Us.

5. Personal Data

5.1. In connection with Your use of the Products, We and Our associated companies will process Personal Data of You as a user and the Product holder (if appropriate), in particular, contact and identification details, data about usage of our software and services, and information about Your subscription and payments, for the following purposes:

- (a) To provide You with software, services or information;
- (b) To protect Us from piracy and unlawful use of Our software or services;
- (c) To improve Our offerings based on usage;
- (d) For Our internal evidence and to protect the rights and interests of Us and other users;
- (e) To promote and market Our software and services;
- (f) To fulfil legal duties stipulated by accounting, taxation and other laws.

You may object to the processing of Your Personal Data for the purposes described in Sections 5.1.(b) through 5.1.(e) at any time. More detailed information about Personal Data processing for above mentioned purposes and about Your rights can be found in the Privacy Notice.

5.2. For the above purposes, JetBrains may use, among others, Your first name, last name, email, username, physical address, IP address, cookies, payment information, and tax ID.

5.3. When using JetBrains Account Services, You need to provide JetBrains with Personal Data such as the information mentioned in Section 5.2. The processing of any Personal Data We collect from You is governed by our Privacy Notice, by the JetBrains Website Terms of Use available at <https://www.jetbrains.com/legal/docs/company/useterms.html>, by the Terms and Conditions of Purchase available at <https://www.jetbrains.com/legal/docs/store/terms/>, by this Agreement, and by any other agreement You may have entered into with JetBrains which specifically addresses the processing of Personal Data.

5.4. You shall keep Your Personal Data up-to-date, update the information, or if any inconsistencies arise, report such inconsistencies to JetBrains.

6. Term and Termination

6.1. Term. The term of this Agreement will commence upon the acceptance of this Agreement by You. Unless a different acceptance of this Agreement is presented to You and accepted, then by using JetBrains Account Service, You agree to be bound by the terms of this Agreement.

6.2. Termination by You. You may terminate this Agreement at any time via Your JetBrains Account. If such termination occurs during a then-current subscription period, this Agreement will continue to be effective until the end of that subscription period.

6.3. Termination by Us. JetBrains may terminate this Agreement if:

- (a) You breached this Agreement and fails to cure such breach within thirty (30) days of written notice thereof;
- (b) JetBrains is required to do so by law (for example, where the provision of JetBrains Account Service functionality to You is, or becomes, unlawful); or
- (c) JetBrains elects to discontinue providing JetBrains Account Service, in whole or in part.

6.4. Termination Notice. JetBrains will make reasonable efforts to notify You via email as follows:

- (a) Thirty (30) days prior to termination of the Agreement in the events specified in Section 6.3(c) above.
- (b) Three (3) days prior to termination of the Agreement in the event specified in Section 6.3(b).

6.5. Additional Reasons for Termination. If JetBrains reasonably believes that:

- (a) use of any JetBrains Account by the Customer or associated with the Customer's JetBrains Account is unauthorized or fraudulent;
- (b) information provided to JetBrains by the Customer in connection with the JetBrains Account is incomplete, inaccurate, legally invalid or unverifiable; or
- (c) the Customer has breached Section 4.3. of this Agreement,

JetBrains may terminate this Agreement on seven (7) day's notice to the You ("Notice Period"). Without limiting Section 4.5. of this Agreement, JetBrains may immediately suspend the Customer's JetBrains Account from the date of such termination notice until the expiry of the Notice Period. During the Notice Period, the Customer may object to the termination in writing and must provide any information reasonably requested by JetBrains.

7. Export Control Laws

You must comply with all applicable laws and regulations with regard to economic sanctions, export controls, import regulations, restrictive measures, and trade embargoes (all herein referred to as "Sanctions"), including those of the European Union and the United States. You declare and warrant that You are not a person targeted by Sanctions, nor You are otherwise owned or controlled by or acting on behalf of any entity or person targeted by Sanctions. You agree that You will not download or otherwise export or re-export the Product or any related technical data directly or indirectly to any person targeted by Sanctions or download or otherwise use the Product for any end use prohibited or restricted by Sanctions.

8. Limited Liability

JETBRAINS ACCOUNT AND JETBRAINS ACCOUNT SERVICE ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES. USE OF JETBRAINS ACCOUNT AND JETBRAINS ACCOUNT SERVICE IS AT YOUR OWN RISK. JETBRAINS MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JETBRAINS, AND ITS SUPPLIERS AND RESELLERS, DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO JETBRAINS ACCOUNT AND JETBRAINS ACCOUNT SERVICE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES

YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION. JETBRAINS (AND ITS AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DOES NOT WARRANT THAT JETBRAINS ACCOUNT AND JETBRAINS ACCOUNT SERVICES ARE ACCURATE, RELIABLE, OR CORRECT; THAT JETBRAINS ACCOUNT AND JETBRAINS ACCOUNT SERVICES WILL MEET YOUR REQUIREMENTS; THAT JETBRAINS ACCOUNT AND JETBRAINS ACCOUNT SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT JETBRAINS ACCOUNT AND JETBRAINS ACCOUNT SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF JETBRAINS ACCOUNT AND JETBRAINS ACCOUNT SERVICE ARE DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

9. Disclaimer

9.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL JETBRAINS (OR ITS AFFILIATES, AGENTS, DIRECTORS, OR EMPLOYEES), OR JETBRAINS' LICENSORS, SUPPLIERS, OR RESELLERS BE LIABLE TO YOU OR ANYONE ELSE FOR: (A) ANY LOSS OF USE, DATA, GOODWILL, OR PROFITS, WHETHER OR NOT FORESEEABLE; (B) ANY LOSS OR DAMAGES IN CONNECTION WITH TERMINATION OR SUSPENSION OF YOUR ACCESS TO JETBRAINS ACCOUNT AND ALL JETBRAINS PRODUCTS AND SERVICES IN ACCORDANCE WITH THIS AGREEMENT, OR (C) ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), INCLUDING THOSE (X) RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT FORESEEABLE, (Y) BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR (Z) ARISING FROM ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO JETBRAINS ACCOUNT AND JETBRAINS ACCOUNT SERVICE OR SUPPORT. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

9.2. OUR TOTAL LIABILITY IN ANY MATTER ARISING OUT OF OR IN RELATION TO THIS AGREEMENT IS LIMITED TO FIVE (5) US DOLLARS. THIS LIMITATION WILL APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF LIABILITY EXCEEDING SUCH AMOUNT AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. Miscellaneous

10.1. Reservation of Rights. We reserve the right at any time to cease the support of JetBrains Account and to alter prices, features, specifications, capabilities, functions, terms of use, release dates, general availability, or other characteristics of JetBrains Account.

10.2. Severability. If any provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of any other provision of this Agreement.

10.3. Changes. We may update or modify this Agreement from time to time, including any referenced policies and other documents. If a revision meaningfully reduces Your rights, We will use reasonable efforts to notify You (by, for example, contacting You at the email address that You have provided to us, by posting on JetBrains Website, or via JetBrains Products). If We modify this Agreement, the modified version of the Agreement will be effective immediately. In this case, if You object to the updated Agreement terms, as Your exclusive remedy, You may terminate this Agreement by deleting Your JetBrains Account. You may be required to click through the updated Agreement to show Your acceptance.

10.4. No Waiver. Our failure to enforce or exercise any part of this Agreement is not a waiver of that section.

10.5. Entire Agreement. This Agreement constitutes the entire agreement between You and Us in relation to its subject matter and replaces and supersedes all prior agreements, representation, understandings, and undertakings of any nature made, whether oral or written, in relation to that subject matter. No purchase order, other ordering

document or any handwritten or typewritten text which purports to modify or supplement the printed text of this Agreement or any schedule will add to or vary the terms of this Agreement unless signed by both You and Us.

10.6. Governing Law and Disputes Resolution. This Agreement is governed by the laws of the Czech Republic, without reference to conflict of laws principles and specifically excluding the United Nations Convention on Contracts for the International Sale of Goods. Any disputes arising out of or in connection with this Agreement will be finally resolved by a competent court of the Czech Republic having territorial jurisdiction based on Our registered office at the moment of the conclusion of this Agreement unless provided otherwise by applicable consumer laws.

10.7. Notice. We may deliver any notice to You via electronic mail to an email address provided by You, JetBrains Account, registered mail, personal delivery or a renowned express courier (such as DHL, FedEx, or UPS). Any such notice will be deemed to be effective (a) on the day the notice is sent to You via email, (b) upon being uploaded to Your JetBrains Account (irrespective of when You actually receive it), (c) upon personal delivery, (d) one (1) day after deposit with an express courier, (e) or five (5) days after deposit in the mail, whichever occurs first.

10.8. Children and Minors. If You are under 18 years old, then by entering into this Agreement You explicitly stipulate, that (a) You have legal capacity to conclude this Agreement or that You have valid consent from a parent or legal guardian to do so and (b) You understand JetBrains Privacy Notice available at: <https://www.jetbrains.com/legal/docs/privacy/privacy.html>. You may not enter into this Agreement if You are under 13 years old. IF YOU DO NOT UNDERSTAND THIS SECTION, DO NOT UNDERSTAND THE JETBRAINS Privacy Notice, OR DO NOT KNOW WHETHER YOU HAVE THE LEGAL CAPACITY TO ACCEPT THESE TERMS, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.

10.9. Consumer Protection. If You are a consumer, You may have certain rights, which may not be limited or excluded and which may vary from jurisdiction to jurisdiction. In the extent to which the exclusions or limitations in this Agreement are not legally permitted, such provisions shall not apply to You. This shall in no way affect the validity or the applicability of the remaining provisions of this Agreement. If You are a consumer, You may further have a right to raise a complaint with a supervisory authority or settle a dispute out of court through the extrajudicial dispute resolution entity. For more information, please visit <https://www.jetbrains.com/legal>.

For further information, please contact us at legal@jetbrains.com.