

# JetBrains Team Tools User Agreement

Version 2.1, effective as of March 31, 2021

This is a legal agreement, and it is important that you read it carefully.

You understand that by accepting this agreement ("Agreement") (you do that by clicking the 'I agree' or similar button, or by accessing or using JetBrains team products or support), you are entering into a legal agreement and agree to certain legal consequences for yourself or your organization.

If you do not agree to the terms and conditions of this agreement, you should not use the Product.

## 1. Parties

(a) "JetBrains" or "we" means JetBrains s.r.o. whose registered office is at Na hřebenech II 1718/8, Prague, 140 00, Czech Republic, registered with the Commercial Register kept by the Municipal Court of Prague, Section C, File 86211, ID No.: 265 02 275.

(b) "User" or "you" means the individual given the right to use the Product in accordance with this Agreement. A User is a natural person and not a corporation, company, partnership or association, or other entity or organization.

## 2. Definitions

"Hosting System" means any domain, server, real or virtual network, internet connection, infrastructure, hardware, and applications used to host the Product or enabling you to host aspects of the Product.

"JetBrains Website" means any website operated by JetBrains, including [www.jetbrains.com](http://www.jetbrains.com) and [confluence.jetbrains.com](http://confluence.jetbrains.com).

"Personal Data" means any information relating to an identified or identifiable natural person.

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

"Product" means any JetBrains software with 'team' functionality provided via a Hosting System and is made available to the general public and Users through the JetBrains Website, or is designated as such in this Agreement or on the JetBrains Website. As of the effective date of this Agreement, Product includes: Code With Me, Datalore, Space, TeamCity, and YouTrack.

"Third-Party Software" means any third-party software programs that are owned and licensed pursuant to Section 8 of this Agreement by parties other than JetBrains and that are either integrated with or made part of the Product.

"User's Data" means all electronic data or information submitted by the User via the Product or generated as a result of the User using the Product, and which may, depending on the Product, be stored, used, or transmitted by JetBrains on a Hosting System.

## 3. Ownership

(a) JetBrains retains ownership of all proprietary rights to the Product and in all related trade names, trademarks, and service marks.

(b) JetBrains does not acquire any rights to User's Data transmitted, collected, or created by the User via the Product. The User retains ownership of all proprietary rights in the User's Data. However, particular Products may require that you grant us limited rights in order for us to provide all intended functionalities of the Products. More details can be found in the corresponding Product terms.

#### **4. Feedback**

(a) The User has no obligation to provide JetBrains with ideas, suggestions, or proposals in regards to the Product ("Feedback"). However, if the User submits Feedback to JetBrains, then the User grants JetBrains a non-exclusive, worldwide, royalty-free, irrevocable, perpetual license that is sub-licensable and transferable, to make, use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, modify, and publicly implement the Feedback in any manner and without any obligation, royalty, or restriction based on intellectual property rights or otherwise.

(b) JetBrains is authorized to use anonymous technical data concerning usage of the Product for JetBrains' internal statistical purposes.

#### **5. Grant of Rights**

Subject to the terms, conditions, and limitations set forth in this Agreement, including any amendments thereto, JetBrains hereby grants the User a limited, non-exclusive, non-transferable right to use the Product as follows:

(a) The User may use the Product in accordance with this Agreement and applicable documentation, and in accordance with instructions from JetBrains where available. In the event of conflict between the terms of this Agreement and instructions from JetBrains, the terms of this Agreement prevail.

(b) Without written permission from JetBrains, the User may not:

(i) modify, alter, tamper with, repair, or otherwise create derivative works of the Product (except to the extent that the Product or any of its parts are provided to the User under a separate license that expressly permits the creation of derivative works);

(ii) reverse-engineer, disassemble, or decompile the Product, or apply any other process or procedure to derive the source code of the Product;

(iii) sell, redistribute, encumber, give, lend, rent, lease, sublicense, or otherwise transfer the Product, or any portions of it, to anyone;

(iv) use the Product to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or copyrights; or

(v) attempt to gain unauthorized access to the Product or to a Hosting System used by JetBrains.

(c) The User is responsible for each of the following:

(i) the lawfulness of the User's Data and of the means by which the User acquired the User's Data. If the User becomes aware that any of the User's Data violates this Agreement or any third-party rights, the User shall immediately remove such User's Data from the Product;

(ii) compliance with applicable laws and government regulations;

(iii) configuration of their projects and their usage of the Product in line with applicable product documentation;

(iv) compliance with the JetBrains Cloud-Based Product Acceptable Use Policy, available at <https://www.jetbrains.com/legal/docs/terms/teamware-acceptable-use.html> (if a JetBrains Hosting System is used); and

(v) keeping the User's access credentials for the Product confidential.

#### **6. Incorporated Terms**

Due to the nature of the provided Product, its use is governed by this Agreement, the corresponding Product Terms of Use, available at <https://www.jetbrains.com/legal>, the JetBrains Terms and Conditions of Purchase, available at <https://www.jetbrains.com/legal/docs/store/terms>, the JetBrains Cloud-Based Product Acceptable Use Policy, available at <https://www.jetbrains.com/legal/docs/terms/teamware-acceptable-use.html> (if a JetBrains Hosting System is used), the JetBrains Privacy Policy, available at <https://www.jetbrains.com/legal/docs/privacy/privacy.html>, and the JetBrains Website Terms of Use, available at <https://www.jetbrains.com/legal/docs/company/useterms.html>.

## 7. Personal Data

(a) In connection with use of the Product by the User, JetBrains and our associated companies will process the User's Personal Data, in particular, the User's contact and identification details, data about usage of the Product, and information about the User's subscription and payments, for the following purposes:

- (i) to provide the User with software, services, or information;
- (ii) to protect JetBrains from piracy and the unlawful use of JetBrains software or services;
- (iii) to improve JetBrains offerings based on usage;
- (iv) for JetBrains' internal evidence and to protect the rights and interests of JetBrains and other users;
- (v) to promote and market JetBrains software and services; or
- (vi) to fulfill legal duties stipulated by accounting, taxation, and other laws.

The User may object to the processing of the User's Personal Data for purposes (ii) – (v) at any time. More detailed information about Personal Data processing for the above-mentioned purposes and about the User's rights can be found in the Privacy Policy.

(b) For the above purposes, JetBrains may process the User's IP address, usernames, passwords, first name, last name, full name, email addresses, SSH public keys, and other data as outlined in our Privacy Policy.

(c) The processing of any Personal Data that JetBrains collects from the User is governed by the JetBrains Privacy Policy, available at <https://www.jetbrains.com/legal/docs/privacy/privacy.html>, the JetBrains Website Terms available at <https://www.jetbrains.com/legal/docs/company/useterms.html>, this Agreement, and any other agreement the User may have entered into with JetBrains which specifically addresses the processing of Personal Data.

(d) The User must keep their Personal Data up to date, and in the event that any inconsistencies arise between the current state of their Personal Data and the data provided in the Product, they must report such inconsistencies to JetBrains.

## 8. Third Party Software

(a) The User agrees to comply with the terms and conditions contained in Third-Party Software licenses with respect to the applicable Third-Party Software. The User may review all such Third-Party Software licenses and/or notices in the Product documentation under the section "Third-Party License Agreement" or similar, or in the corresponding product documentation.

(b) The User agrees and acknowledges that Sections 9, 10, and 11 of this Agreement also govern the User's use of Third-Party Software. JetBrains will bear no responsibility with respect to any Third-Party Software, and the User will look solely to the licensor(s) of Third-Party Software for any remedy. JetBrains claims no right in Third-Party Software, which is owned exclusively by the licensor(s) of Third-Party Software.

(c) JetBrains provides no warranty, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, with respect to any Third-Party Software.

## 9. Disclaimer

THE PRODUCT IS PROVIDED "AS IS". JETBRAINS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE PRODUCT, INCLUDING ANY WARRANTY THAT THE PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING THE USER'S DATA AND CODE, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, JETBRAINS DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

## 10. Limitation of Liability

(a) JETBRAINS WILL NOT BE LIABLE TO THE USER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR DATA, INCLUDING, WITHOUT LIMITATION, THE RETRIEVAL, TESTING, VERIFICATION, OR DEPLOYMENT OF ANY CODE SUBMITTED FOR TESTING AND/OR DEPLOYMENT), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, JETBRAINS WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH ANY OF THE FOLLOWING:

(i) THE USER'S INABILITY TO USE THE PRODUCT, INCLUDING AS A RESULT OF ANY TERMINATION OR SUSPENSION OF THIS AGREEMENT OR USER'S USE OF THE PRODUCT

(ii) JETBRAINS' DISCONTINUATION OF THE PROVISION OF THE PRODUCT

(iii) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE PRODUCT FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES, OR OTHER INTERRUPTIONS

(iv) THE COST OF PROCUREMENT OF ANY SUBSTITUTE PRODUCT

(v) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY THE USER IN CONNECTION WITH THIS AGREEMENT OR THE USER'S USE OF OR ACCESS TO THE PRODUCT

(vi) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE, ANY OF THE USER'S DATA.

(b) IN ANY CASE, JETBRAINS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT OF FIVE (5) USD.

(c) JETBRAINS WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT WHERE THE DELAY OR FAILURE RESULTS FROM ANY CAUSE BEYOND OUR REASONABLE CONTROL, INCLUDING ACTS OF GOD, LABOR DISPUTES, OR OTHER INDUSTRIAL DISTURBANCES, SYSTEMIC ELECTRICAL, TELECOMMUNICATIONS, OR OTHER UTILITY FAILURES, EARTHQUAKE, STORMS OR OTHER ELEMENTS OF NATURE, BLOCKAGES, EMBARGOES, RIOTS, ACTS OR ORDERS OF GOVERNMENT, ACTS OF TERRORISM, OR WAR.

## 11. Indemnification

(a) The User will defend, indemnify, and hold harmless JetBrains, its affiliates, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim concerning:

(i) the User's or any other User's use of the Product;

(ii) breach of this Agreement or violation of applicable law by the User;

(iii) the User's Data or the combination of the User's Data with other applications, content, or processes, including any claim involving alleged infringement or misappropriation of third-party rights by the User's Data or by the use, development, design, production, advertising, or marketing of the User's Data; or

(iv) a dispute between the User and any other User.

(b) JetBrains will promptly notify the User of any claim subject to Section 11(a), but JetBrains' failure to promptly notify the User will only affect the User's obligations to the extent that JetBrains' failure prejudices the User's ability to defend the claim. The User may:

(i) use counsel of the User's own choosing (subject to JetBrains' written consent) to defend against any claim; or

(ii) settle the claim as the User deems appropriate, provided that the User obtains prior written consent from JetBrains before entering into any settlement. JetBrains may also assume control of the defense and settlement of the claim at any time.

## 12. Export Regulations

12.1 You must comply with all applicable laws and regulations relating to export restriction measures, economic sanctions, export controls, import regulations, and trade embargoes, including those maintained by the European Union and the United States of America ("Export Control Laws"). You confirm ('represent and warrant') that you are not an entity, nor are you owned, controlled, or otherwise related to a person or entity, or acting on behalf of any person or entity, that is targeted by Export Control Laws.

12.2 This means that you will ensure that the Product, related services, and/or technical data is not (i) accessed, downloaded, transferred, provided, exported, or re-exported directly or indirectly in violation of Export Control Laws; or (ii) used for any purpose prohibited by Export Control Laws.

12.3 You are also expected to report any concerns of non-compliance with these requirements and/or address any questions to [ethics@jetbrains.com](mailto:ethics@jetbrains.com), [compliance@jetbrains.com](mailto:compliance@jetbrains.com), or [legal@jetbrains.com](mailto:legal@jetbrains.com). In addition, you are required to cooperate with us in our efforts to verify our and/or your compliance with Export Control Laws.

## 13. Terms and Termination

(a) This Agreement takes effect from the moment you click the "I Accept" button or checkbox presented along with these terms and will continue until terminated by either party as provided herein.

(b) You may terminate this Agreement at any time by ceasing use of the Product.

(c) JetBrains may terminate this Agreement immediately upon notice to you if any of the following applies:

(i) JetBrains decides to cease providing the Product due to any business, economic, legal, or regulatory reason;

(ii) you have breached any provision of this Agreement; or

(iii) JetBrains is required to do so by law.

(d) JetBrains reserves the right to discontinue the Product, in whole or in part, at any time and without cause. In such a case, JetBrains will make reasonable efforts to notify you via email ten (10) days prior to termination of the Agreement.

(e) JETBRAINS RESERVES THE RIGHT TO DISCONTINUE THE PROVISION OF THE PRODUCT AT ANY TIME. JETBRAINS RESERVES THE RIGHT TO MAKE THE USER'S DATA AND PROJECTS UNAVAILABLE AT ANY TIME AND DELETE THEM AT JETBRAINS' DISCRETION.

## 14. General

(a) Entire Agreement. This Agreement, together with the agreements and policies referenced in Section 6, constitutes the entire agreement between the parties concerning its subject matter and supersedes any prior agreements between you and JetBrains regarding your use of the Product. No purchase order, other ordering document, or any handwritten or typewritten text which purports to modify or supplement the printed text of this Agreement will add to or vary the terms of this Agreement unless signed by both the User and JetBrains.

(b) JetBrains reserves the right at any time to cease the provision of the Product and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability, or other characteristics of the Product.

(c) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, does not waive such term or condition or any subsequent breach. The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination.

(d) 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. The parties to this Agreement undertake to use best commercial efforts to amicably settle any disputes arising hereunder ("Dispute"). Should the parties to this Agreement fail to settle a Dispute amicably, the Dispute will be excluded from

the jurisdiction of general courts and all such Disputes will be finally decided by the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic by three arbitrators in accordance with the Rules of that Arbitration Court, and the language of the proceedings will be English; provided that if you are a consumer, you and JetBrains agree that any Dispute-related litigation may only be brought in, and shall be subject to the jurisdiction of, any competent court of the Czech Republic, unless provided otherwise by applicable consumer law. Consumer Disputes can also be settled out of court through the Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)) or the European Commission online platform for dispute resolution ([ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr)).

(e) Titles and subheadings are inserted for convenience only and do not affect in any way the meaning or interpretation of this Agreement. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. Either JetBrains or the User may assign this Agreement in the case of a merger or sale of a substantial part or all of its respective assets to another entity. This Agreement shall be binding upon and will be for the benefit of the parties, their successors, and their assignees. Except as expressly mentioned, this Agreement does not give rights to anyone else ('no third-party beneficiaries'). Use of the word 'including' in this Agreement means 'including without limitation'.

(f) Children and Minors. If you are younger than 13 years old, you cannot enter into this Agreement. By entering into this Agreement you are confirming that (i) you either have legal capacity to enter into this Agreement, or you have valid consent from a parent or legal guardian to do so, and (ii) you understand the Privacy Policy. IF YOU DO NOT UNDERSTAND THIS SECTION, DO NOT UNDERSTAND THE PRIVACY POLICY, OR DO NOT KNOW WHETHER YOU HAVE THE LEGAL CAPACITY TO ACCEPT THESE TERMS, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.

If you have any questions about these Terms, please contact us at [legal@jetbrains.com](mailto:legal@jetbrains.com).