

JetBrains Marketplace Agreement

Version 1.5, effective as of August 22, 2023

This JetBrains Marketplace Agreement ("Agreement") governs the use of JetBrains Marketplace service. By accepting this Agreement (you do that by clicking the "I agree" or a similar button, or by accessing or using JetBrains Marketplace), you are entering into a legal agreement and confirm that you understand it, that you agree with it, and that you are at least 13 years of age. If you accept these Terms on behalf of an organization, you confirm ('represent and warrant') that you are authorized to enter into agreements on behalf of that organization. If these Terms are accepted using an email address provided by a legal entity, we will regard ('deem') you as authorized to represent that organization. You must be able to enter into contracts ('have capacity').

Summary: Accepting these Terms creates an important legal agreement between you and JetBrains. There are legal consequences to accepting these Terms.

1. Parties

1.1. "JetBrains" or "we" means JetBrains s.r.o., having its principal place of business at Na Hřebenech II 1718/8, Prague, 14000, Czech Republic, registered in the Commercial Register maintained by the Municipal Court of Prague, Section C, File 86211, ID No.: 265 02 275.

1.2. "Customer" or "you" means the physical person or legal entity accepting this Agreement. For legal entities, "Customer" includes any entity which controls, is controlled by, or is under common control with Customer. For the purposes of this definition, "control" means (i) the power, directly or indirectly, to direct or manage such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

2. Definitions

2.1. "Developer" means a third party developing and making available a Plugin through JetBrains Marketplace.

2.2. "Developer EULA" means the license agreement governing the use of a Developer Plugin, entered into directly between you and a Developer.

2.3. "Developer-Paid Plugins" means Plugins created by third-party Developers which are provided to Customers for a fee paid to the Developer.

2.4. "Developer Plugin" means a Plugin offered in JetBrains Marketplace by a Developer.

2.5. "Educational Course" means any plugin, extension, or other software designed to work with JetBrains Products and Services offering educational content.

2.6. "Free Plugin" means a Plugin which is available to Customers for free.

2.7. "JetBrains Account" means an account created by you, having a unique name and password, available at either (i) <https://hub.jetbrains.com> created by you, having a unique name and password, or (ii) <https://account.jetbrains.com>, through which you have access to JetBrains Marketplace.

2.8. "JetBrains Plugin" means a Plugin or Educational Course licensed by JetBrains.

2.9. "JetBrains Marketplace" means any platform on which JetBrains markets the Plugins, including the website <https://plugins.jetbrains.com> or any other website or other platform, whether named as JetBrains Plugin Marketplace Service, JetBrains Plugins Repository, or otherwise.

2.10. "JetBrains Products and Services" means any generally available JetBrains software product identified by JetBrains as an individual developer tool, teamware tool, plugin, or online service.

2.11. "JetBrains Website" means any website that is the property of JetBrains, including but not limited to everything hosted under the domains listed at <https://www.jetbrains.com/legal/websites>.

2.12. "Open Source License" means a license chosen by JetBrains which fulfills the criteria set by the Open Source Initiative and listed on: <https://opensource.org/osd>.

2.13. "Paid Plugin" means a Plugin that is provided to Customers for a fee.

2.14. "Personal Data" means any information which can identify an individual.

2.15. "Plugin" means any plugin, extension, application, widget or other software designed to work with JetBrains Products and Services. For the avoidance of doubt, "Plugin" as used in this Agreement includes Educational Courses.

2.16. "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.

2.17. "Standard EULA" means the toolbox subscription agreement for Customers which sets the terms for use of JetBrains Paid Plugins as referred to in Section 5 of this Agreement.

2.18. "User" means any employee, independent contractor, or other personnel obtaining access to JetBrains Plugin(s) from Customer.

2.19. "User Agreement" means the agreement between JetBrains and Users of a JetBrains Plugin as referred to in Section 5 of this Agreement.

3. General

JetBrains Marketplace provides the functionality of downloading, distribution, listing, and management of Plugins, such as Paid Plugins, Developer-Paid Plugins, and Free Plugins.

4. Grant of Rights

4.1. You may use JetBrains Marketplace to get access to Plugins in order to download and use them as long as you comply with the terms of this Agreement and the terms governing the use of each Plugin.

4.2. Without JetBrains' written permission, you may not:

4.2.1. remove any copyright or other proprietary notices displayed or contained in JetBrains Marketplace;

4.2.2. modify or alter JetBrains Marketplace in any way;

4.2.3. distribute, sell, lease, rent, or provide JetBrains Marketplace or any of its parts to others.

4.3. JetBrains reserves the right to revoke authorization to use, access, view, download, and print JetBrains Marketplace content at any time, and you shall discontinue such use immediately upon notice from JetBrains.

4.4. The rights granted to you for use of JetBrains Marketplace constitute a grant of rights and not a transfer of title.

4.5. The use of JetBrains Plugins is governed by the User Agreement and/or Standard EULA, or an Open Source License as specified individually within JetBrains Marketplace for each Plugin.

4.6. JetBrains Marketplace allows you to post reviews of Plugins and comment on Plugins. Any reviews on a Plugin and comments on a Plugin that you post must be made in good faith after you have reasonably evaluated the full Plugin. All reviews and comments must comply with good manners, as determined by JetBrains, and JetBrains may, at its discretion, take down reviews and/or block reviewers in the event of a violation of good manners.

4.7. Because of the nature of the provided service, your first name, last name, email address, and username may be visible to other users of JetBrains Marketplace when you leave a review or comment, when you submit Plugins or information, or when you share your profile link with external users.

4.8. JetBrains reserves the right to remove, at its sole discretion, any content, including comments, reviews, or ratings, from JetBrains Marketplace at any time.

5. Related Terms

5.1. Because of the nature of the provided services, use of JetBrains Marketplace is governed by this Agreement and the JetBrains Website Agreement available at <https://www.jetbrains.com/legal/docs/company/useterms.html>.

5.2. The use of JetBrains Plugins is governed by the User Agreement (available at: <https://www.jetbrains.com/legal/docs/toolbox/user.html>) with or without the Standard EULA, or an Open Source License. The licenses governing the use of each individual Plugin are displayed at the point of installation of each Plugin.

5.3. The use of Developer Plugins is governed by the Developer EULA.

6. Marketing

6.1. If you are a legal entity, you give us permission to publicly identify you as our customer, refer to you by name, trade name, and trademarks, and describe your business. You give us permission to do this, but only for our marketing purposes and to identify you as our customer. We can use your name, trade name, and trademarks in our marketing materials, on the JetBrains Website, and in other public documents. We are not required to pay a fee for this permission (it is 'royalty-free'), and it applies worldwide.

7. Personal Data

7.1. When using JetBrains Marketplace, you need to provide JetBrains with identifiable information such as the information mentioned in Section 7.2. Processing of any Personal Data we collect from you is governed by our Privacy Policy, by the JetBrains Website Terms available at <https://www.jetbrains.com/legal/docs/company/useterms.html>, by the JetBrains Account Agreement available at https://www.jetbrains.com/legal/docs/agreements/jetbrains_account.html, by this Agreement, and/or by any other agreement you may have entered into with JetBrains which specifically addresses processing of Personal Data.

7.2. To provide you with the functionality described in Section 4.1, JetBrains may use your first name, last name, email address, username, physical address, IP address, cookies, payment information, and tax ID.

7.3. Data you upload is not expected to contain any Personal Data.

7.4. You shall keep your Personal Data up-to-date, update the information, or report it to JetBrains if any inconsistency takes place.

7.5. For Paid Plugins, JetBrains may hand over some of your Personal Data, to the necessary extent, to Developers as part of sales reports or customer support of the Paid Plugins sold through JetBrains. JetBrains will apply the data minimization principle in such handovers to make sure only relevant personal data are handed over for these purposes, such as your name, subscription, or license information, order data, email address, country of residence, and phone number if provided.

7.6. JetBrains may send you notifications concerning JetBrains Marketplace. In addition, JetBrains may send you emails containing certain promotions, offers, and other information relating to JetBrains Marketplace, including offers of Plugins that may be of interest to you. You can opt out of receiving these offerings within the emails or through your JetBrains Marketplace account.

8. Term and Termination

8.1. The term of this Agreement will start ('take effect') upon the acceptance of this Agreement by Customer as set out at the beginning of this Agreement (in the 'preamble' above). This Agreement continues until it is ended ('terminated') either by you or us as described in this [section of the] Agreement.

8.2. You may terminate this Agreement at any time by removing your account from JetBrains Marketplace.

8.3. JetBrains may terminate this Agreement if:

(A) Customer has breached any part of this Agreement and has not remedied this ('fails to cure such breach') in 30 days after we let you know ('within thirty (30) days following written notice thereof');

(B) JetBrains is required to do so by law (for example, where the provision of JetBrains Marketplace functionality to Customer is, or becomes, unlawful);

(C) JetBrains decides to discontinue providing JetBrains Marketplace service, in whole or in part; or

(D) If JetBrains reasonably believes that:

(i) the use of JetBrains Marketplace by the Customer is unauthorized or fraudulent;

(ii) information provided to JetBrains by the Customer in connection with this Agreement is incomplete, inaccurate, legally invalid, or unverifiable.

8.4. JetBrains will make reasonable efforts to notify Customer via email as follows:

(A) Thirty (30) days before termination of the Agreement in the events specified in Section 8.3 (C) above.

(B) Three (3) days before termination of the Agreement in the event specified in Section 8.3 (B) and 8.3 (D).

(C) Upon expiration or termination of this Agreement by Customer under Section 8.2.

9. Export Controls

You must comply with all applicable laws and regulations relating to export restrictive 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 owned, controlled, or otherwise related to a person or entity, or are acting on behalf of any person or entity, that is targeted by Export Control Laws.

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.

You are also expected to report any concerns of non-compliance with these requirements and/or address any questions to ethics@jetbrains.com, compliance@jetbrains.com, or 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.

10. Limited Liability

JETBRAINS MARKETPLACE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES. USE OF JETBRAINS MARKETPLACE 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 MARKETPLACE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES USER SPECIFIC LEGAL RIGHTS. USER 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 MARKETPLACE IS ACCURATE, RELIABLE, OR CORRECT; THAT JETBRAINS MARKETPLACE WILL MEET USER'S REQUIREMENTS; THAT JETBRAINS MARKETPLACE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT JETBRAINS MARKETPLACE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF JETBRAINS MARKETPLACE 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.

11. Disclaimer

11.1. 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 MARKETPLACE IN ACCORDANCE WITH THIS AGREEMENT; (C) ANY LOSS OR DAMAGE ASSOCIATED WITH THE USE OF DEVELOPER PLUGINS; OR (D) 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 MARKETPLACE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. JETBRAINS DOES NOT AND WILL NOT HAVE ANY RESPONSIBILITY OR LIABILITY RELATED TO (i) YOUR COMPLIANCE OR NON-COMPLIANCE WITH THE DEVELOPER EULA OR (ii) TO YOUR USE OF PLUGINS.

11.2. OUR TOTAL LIABILITY IN ANY MATTER ARISING OUT OF OR IN RELATION TO THIS AGREEMENT IS LIMITED TO ONE HUNDRED (100) 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.

11.3. Developer Plugins and any information and materials made available together with a Developer Plugin (together "Developer Content") is the sole responsibility of such Developer. JetBrains is not responsible for any Developer Content. JetBrains does not represent or warrant the quality, security, completeness, reliability, usefulness, accuracy, or compliance of any Developer Plugin or Developer Content. JetBrains hereby disclaims all warranties, including but not limited to any implied warranties of title, non-infringement, merchantability, or fitness for a particular purpose, relating to Developer Content. JetBrains does not and will not have any responsibility or liability related (i) to your compliance or non-compliance with the Developer EULA or (ii) to your use of Developer Plugins.

11.4. Educational Courses, and any information and materials made available together with the Educational Courses ("Educational Content"), are provided to you on an "as is" and "as available" basis without warranties. You access and use the Educational Content at your own risk.

You acknowledge and agree that (i) the Educational Content is not registered or otherwise licensed as an educational service in your country and that you must not use the Services if doing so would require them to be so registered and (ii) you are responsible for determining the accuracy, currency, and suitability of the Educational Content. We are not responsible for your reliance on such aspects of the Educational Content, despite any acknowledgement, display, use, or endorsement of them by us. You understand that we are not responsible for keeping records relating to your use of all or part of the Educational Content.

JetBrains makes no representations or warranties concerning the quality, security, completeness, usefulness, accuracy, suitability, or currency of Educational Content.

12. Miscellaneous

12.1. Entire Agreement. The JetBrains Website Agreement available at <https://www.jetbrains.com/legal/docs/company/useterms.html>, the Privacy Policy, and the Terms of Purchase available at <https://www.jetbrains.com/legal/docs/store/terms>, are part of ('incorporated into') this Agreement. Together, these documents form the entire agreement between the parties concerning its subject matter, and it supersedes any prior agreements between you and JetBrains regarding your use of any JetBrains software covered by JetBrains Marketplace. 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 Customer and JetBrains.

12.2. Reservation of Rights. JetBrains reserves the right at any time to cease the support of JetBrains Marketplace and to alter prices, features, specifications, capabilities, functions, terms of use, release dates, general availability, or

other characteristics of JetBrains Marketplace.

12.3. Changes to this Agreement. 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 (for example, by sending an email to the email address you provided to us, posting on the JetBrains Website, or via JetBrains Marketplace itself). If we modify this Agreement, the modified version of the Agreement will be effective from the date of posting of the modified Agreement in JetBrains Marketplace. In this case, if you object to the updated Agreement terms, as your exclusive remedy, you may terminate this Agreement. You may be required to click through the updated Agreement to show your acceptance.

12.4. Severability. If a particular term of this Agreement is not enforceable, the unenforceability of that term will not affect any other terms of this Agreement.

12.5. Interpretation. Headings and titles are for convenience only and do not affect the interpretation of this Agreement. Any reference to an inclusive word, such as ‘including’, is not comprehensive (not ‘exhaustive’) and also refers to other items in that category.

12.6. No Waiver. Our failure to enforce or exercise any part of this Agreement is not a waiver of that section. Any waiver of our rights under this Agreement must be in writing and signed by us.

12.7. Independent parties. Your relationship with us, and our relationship with you, is that of independent parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, employment, or any other type of relationship.

12.8. Force Majeure. We will not be responsible (‘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. This includes any ‘acts of God’, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, public health emergencies, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

12.9. Governing Law; Litigation. This Agreement will be governed by the laws of the Czech Republic, without regard to conflict of laws principles. Customer agrees that any litigation relating to this Agreement may only be brought in, and will be subject to the jurisdiction of, any competent court of the Czech Republic. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12.10. Opportunity for Review. You declare that you have had sufficient opportunity to read, review, and consider this Agreement, understand the content of all of its Sections, negotiate its terms, and seek independent professional legal advice in that respect before entering into it. This means that any statutory provisions relating to so-called “form” or “adhesion” contracts do not apply to this Agreement.

12.11. Resolving Disputes out of Court. The parties to this Agreement undertake to make their best efforts to settle any disputes arising hereunder (“Dispute”) amicably. Should the parties to this Agreement fail to settle a Dispute amicably, Customer has a right to submit a Dispute for an out-of-court resolution to the Czech Trade Inspection Authority, web address: www.coi.cz.

12.12. Notice. JetBrains may deliver any notice to Customer via electronic mail to an email address provided by Customer, JetBrains Marketplace, registered mail, personal delivery, or renowned express courier (such as DHL, FedEx, or UPS). Any such notice will be deemed to be effective (i) on the day the notice is sent to Customer via email, (ii) upon being uploaded to your JetBrains Marketplace (irrespective of when Customer actually receives it), (iii) upon personal delivery, (iv) one (1) day after deposit with express courier, or (v) five (5) days after deposit in the mail, whichever occurs first.

12.13. Children and minors. If you are under 18 years old, then by entering into this Agreement you are confirming that (i) you have legal capacity to conclude this Agreement or that you have valid consent from a parent or legal guardian to do so, and (ii) you understand the JetBrains Privacy Policy 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 POLICY, OR DO NOT KNOW WHETHER YOU HAVE THE LEGAL CAPACITY TO ACCEPT THESE TERMS, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.

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