Terms of Service for Hosted TeamCity (teamcity.jetbrains.com)

Version 2.1, effective as of March 23, 2023

Definitions

"Documentation" means the online Documentation for Service accessible at JetBrains Site, as updated from time to time.

"JetBrains" means JetBrains s.r.o. having its principal place of business at Na hrebenech II 1718/8, Prague, 14000, Czech Republic, ID.No: 265 02 275, entered into Commercial Register of Municipal Court in Prague, section C, file 86211.

"JetBrains Hub" means the JetBrains Hub software product used to manage Users of Software.

"JetBrains Site" means websites operated by JetBrains, including, but not limited to, www.jetbrains.com and confluence.jetbrains.com.

"Service" means access to Software hosted by JetBrains on Hosting System and provided to User by JetBrains via website teamcity.jetbrains.com. It is a continuous integration server, hosted by JetBrains.

"Server" means the server part of Software that enables administration of user accounts and performs other services as specified in Documentation.

"Software" means the software program TeamCity, including downloadable parts of TeamCity provided by JetBrains in binary form.

"User" means an individual, company, or other legal entity using Service, exercising rights under and complying with all of the terms of this Agreement. User includes any entity which directly or indirectly controls, is controlled by, or is under common control with User. For purposes of this definition, "Control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"User's Data" means all electronic data or information submitted by User via Service or generated as a result of User using Service and stored by JetBrains on Hosting System.

"Hosting System" means any server, real or virtual, network, Internet connection, infrastructure, hardware and applications used by JetBrains to host Software.

"URL" means a unique URL to JetBrains Site that allows User to use Service.

"Privacy Policy" means the JetBrains Privacy Policy available at https://www.jetbrains.com/legal/docs/privacy/privacy.html .

1. GENERAL

JetBrains Site and Service offers access to JetBrains' proprietary software tools that provide User a simple, seamless method for automatically and continuously deploying and testing software applications, updates and integrations in a virtual Hosting System.

The main purpose of Service is evaluation of JetBrains TeamCity software. User is granted the right to use Service for evaluation purposes free of charge for a period of time which may or may not be limited by JetBrains.

2. USER'S RESPONSIBILITIES

(a) User agrees to:

(i) register on JetBrains Site for using Service. The registration will be processed through JetBrains Hub, where User shall provide JetBrains with a valid email address and other information required by the JetBrains Hub registration form;

(ii) obtain an Internet connection, any equipment necessary for such Internet connection, and any third-party software necessary for using Service, including, but not limited to, browser software that supports a data security protocol compatible with the protocol used by JetBrains, and;

(iii) use Service in compliance with Documentation.

(b) User shall not:

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

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

(iii) sell, redistribute, encumber, give, lend, rent, lease, sublicense, or otherwise transfer Service or associated Software, or any portions of it, to anyone without the prior written consent of JetBrains;

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

(v) attempt to gain unauthorized access to Service or to Hosting System.

(c) User shall be responsible for:

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

(ii) compliance with applicable laws and government regulations;

(iii) configuration of its projects and using Service; and

(iv) keeping User's Service access credentials confidential.

3. JETBRAINS' RESPONSIBILITIES

If User has applied for using Service on JetBrains Site, JetBrains will provide User with details required for using Service.

4. PERSONAL DATA

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

(i) To provide User with software, services or information;

(ii) To protect JetBrains from piracy and unlawful use of JetBrains software or services;

(iii) To improve JetBrains offerings based on usage;

(iv) For internal evidence of JetBrains and to protect the rights and interests of JetBrains and other users;

(v) To promote and market JetBrains software and services;

(vi) To fulfil legal duties stipulated by accounting, taxation, and other laws.

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

(b) For the above purposes, JetBrains may process, among others, User's IP address, usernames, passwords, first name, last name, full name, email addresses, and SSH public keys.

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

(d) User has to keep his/her personal data up-to-date, update the information, and in case any inconsistencies arise with the current state of his/her personal data, report such inconsistencies to JetBrains.

5. THIRD-PARTY SOFTWARE

(a) Products include code and libraries licensed to JetBrains by third parties, including open source software ("Third-Party Software"). The list of Third-Party Software included in Software is available in the Software documentation. All Third-Party Software is provided to User under the respective terms stipulated in the Product documentation.

(b) JETBRAINS PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY THIRD-PARTY SOFTWARE AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

6. TRIAL PERIOD

(a) User may apply to use Service free of charge for a limited number of days ("Trial Period") via JetBrains Site. JetBrains may or may not grant User the Trial Period. When granted, the length of Trial Period is defined by JetBrains and is stated on JetBrains Site.

(b) JETBRAINS DOES NOT WARRANT THAT ANY USER'S DATA ENTERED BY USER DURING TRIAL PERIOD AND ANY CUSTOMIZATIONS MADE TO SERVICE BY OR FOR USER DURING TRIAL PERIOD WILL BE STORED OR AVAILABLE UPON EXPIRATION OF TRIAL PERIOD. User is responsible for taking measures to prevent any loss of damage of User's Data upon expiration of Trial Period.

JETBRAINS RESERVES THE RIGHT TO CHANGE THE TRIAL PERIOD LENGTH AT ANY TIME.

7. OWNERSHIP

(a) JetBrains retains ownership of all proprietary rights in Service and Software associated or displayed with Service, and in all related trade names, trademarks, and service marks.

(b) JetBrains does not acquire any rights in User's Data transmitted, collected, or created by User via Service. User retains ownership of all proprietary rights in User's Data.

(c) User grants JetBrains a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into Service any suggestions, enhancement requests, recommendations, or other feedback provided by User in regards to Service or Software.

8. FEEDBACK

(a) User has no obligation to provide JetBrains with ideas, suggestions, or proposals ("Feedback"). However, if You submit Feedback to us, then You grant Us a non-exclusive, worldwide, royalty-free license that is sub-licensable and transferable, to use, sell, offer to sell, import, reproduce, publicly display, distribute, modify, or publicly perform Feedback in any manner 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 Service for JetBrains' internal statistical purposes.

9. INDEMNIFICATION

(a) 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) User's or any User's use of Service;

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

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

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

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

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

(ii) settle the claim as User deems appropriate, provided that 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.

10. DISCLAIMER

SERVICE AND THE ASSOCIATED SOFTWARE ARE PROVIDED "AS IS". JETBRAINS MAKES NO REPRESEN-TATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE RE-GARDING SERVICE AND/OR SOFTWARE, INCLUDING ANY WARRANTY THAT SERVICE AND/OR SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING 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.

11. LIMITATIONS OF LIABILITY

(a) JETBRAINS WILL NOT BE LIABLE TO USER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CON-SEQUENTIAL, 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 COM-PENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH:

(i) USER'S INABILITY TO USE SERVICE AND/OR SOFTWARE, INCLUDING AS A RESULT OF ANY TERMINATION OR SUSPENSION OF THIS AGREEMENT OR USER'S USE OF SERVICE AND/OR SOFTWARE;

(ii) JETBRAINS' DISCONTINUATION OF THE PROVISION OF SERVICE AND/OR SOFTWARE;

(iii) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF SERVICE AND/OR SOFTWARE FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES, OR OTHER INTERRUPTIONS;

(iv) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICE OR SOFTWARE;

(v) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY USER IN CONNECTION WITH THIS AGREE-MENT OR USER'S USE OF OR ACCESS TO SERVICE AND/OR SOFTWARE; OR

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

12. TERM AND TERMINATION

(a) This Agreement takes effect when User clicks an "I Accept" button or checkbox presented with these terms (the "Effective Date") and shall continue until terminated by either party as provided herein.

(b) User may terminate this Agreement at any time by ceasing use of Service and associated Software.

(c) JetBrains may terminate this Agreement immediately upon notice to User if:

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

(ii) User has breached any provision of this Agreement,

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

(d) JetBrains reserves the right to discontinue to provide Service, in whole or in part, at any time and without cause. In such case, JetBrains will make reasonable efforts to notify User via email three (3) days prior to termination of the Agreement.

(e) JETBRAINS RESERVES THE RIGHT TO CLOSE REGISTRATION FOR SERVICE AND DISCONTINUE THE PROVISION OF SERVICE AT ANY TIME. JETBRAINS RESERVES THE RIGHT TO MAKE USER'S DATA AND PROJECTS UNAVAILABLE AT ANY TIME AND DELETE IT AT JETBRAINS' DISCRETION.

13. CLOSING PROVISIONS

(a) User agrees to be identified as a customer of JetBrains and User agrees that JetBrains may refer to User by name, trade name and trademark, if applicable, and may briefly describe User's business in JetBrains marketing materials, on JetBrains Site, and/or in public or legal documents. User hereby grants JetBrains a license to use User's name and any of User's trade names and trademarks solely pursuant to this section.

(b) This Agreement is governed by laws of Czech Republic. All disputes arising from the present Agreement and/or in connection with it shall be finally decided with the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic by three arbitrators in accordance with the Rules of that Arbitration Court.

(c) JetBrains may modify this Agreement at any time by posting a revised version of the Agreement on the JetBrains Site. The modified terms will become effective upon posting of a revised version of the Agreement on JetBrains Site. By continuing using Service after the effective date of any modification to this Agreement, User agrees to be bound by the modified terms. It is User's responsibility to check the JetBrains Site regularly for modifications to this Agreement.

(d) The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship between the parties.

(e) Sections 6, 7, 8, 9, 10, 11, 12 (a) and 12(b) shall survive any termination or expiration of this Agreement.

(f) There are no third-party beneficiaries to this Agreement.

(g) If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to

the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

For exceptions or modifications to this Agreement, please contact Licensor at:

Address: Na hrebenech II 1718/8, Prague, 14000, Czech Republic

Fax: +420 2 4172 2540

Email: legal@jetbrains.com