

# JetBrains Grazie Terms of Service

Version 1.0, effective as of February 13, 2024

Welcome to JetBrains Grazie!

These Terms of Service constitute a legally binding document, and it is important that You read them carefully.

GRAZIE FACILITATES YOUR USE OF JETBRAINS PRODUCTS OR THIRD PARTY PRODUCTS BY CONNECTING THEM TO LARGE LANGUAGE MODELS PROVIDED BY JETBRAINS DIRECTLY OR IN PARTNERSHIP WITH THIRD PARTIES.

IF YOU USE GRAZIE, WE MAY SEND YOUR INSTRUCTIONS AND SOME OTHER INFORMATION TO THIRD PARTIES PROVIDING LARGE LANGUAGE MODELS IN ORDER TO OBTAIN AN OUTPUT, A SUGGESTION, OR OTHER CONTENT FOR YOU. YOU ARE SOLELY RESPONSIBLE FOR SELECTING THE CONTENT WHICH YOU DECIDE TO SHARE WITH THESE PARTIES THROUGH GRAZIE AND FOR ANY SENSITIVE OR OTHERWISE PROTECTED INFORMATION THAT IS CONTAINED THEREIN.

THE LARGE LANGUAGE MODELS CONNECTED TO GRAZIE GENERATE OUTPUTS AND SUGGESTIONS, WHOSE ACCURACY AND SUITABILITY FOR A GIVEN SITUATION OR APPLICATION MUST BE CONFIRMED BY THE USERS OF GRAZIE. YOU ARE ULTIMATELY RESPONSIBLE FOR EVALUATING WHETHER THE OUTPUTS ARE CORRECT AND FIT FOR YOUR PURPOSES.

PLEASE NOTE THE DISCLAIMERS AND LIMITATIONS OF LIABILITY BELOW IN SECTIONS 9 AND 10, AS WELL AS THE INDEMNIFICATION PROVISIONS IN SECTION 8.

You understand that by accepting these Grazie Terms of Service (by clicking the “I agree” or a similar button or by accessing or using Grazie), You enter into a legal agreement and agree to certain legal conditions for Yourself or for the legal entity that You represent.

By accepting these Grazie Terms of Service, You confirm that You understand them, agree to them, and are at least 13 years of age.

## 1. Introduction

These Grazie Terms of Service (“Terms”) describe how You can access, purchase, and use Grazie.

Accepting these Terms creates a legal agreement between (i) JetBrains s.r.o., a company registered in the Commercial Register of the Prague Municipal Court, Section C, File 86211, ID No. 265 02 275 with its registered office at Na Hřebenech II 1718/8, Prague, 14000, Czech Republic (“JetBrains“, “We“, or “Us“) and (ii) You, either a legal entity or a natural person (“Customer” or “You“). JetBrains and Customer may each also be referred to individually as a “Party” or jointly as the “Parties”.

If You accept these Terms on behalf of a legal entity, You confirm (‘represent and warrant’) that You are authorized to enter into agreements on behalf of that legal entity. If these Terms are accepted using an email address provided by a legal entity, We will regard (‘deem’) You as authorized to represent that legal entity. You must be able to enter into contracts (‘have capacity’).

***Summary: Accepting these Terms creates a legal agreement between You and JetBrains. There are legal implications to accepting these Terms.***

## 2. Definitions

### a) Special legal phrases

There are certain phrases that have an accepted meaning for lawyers. To ensure these Terms are clear and accessible, We have included the accepted ‘legal’ phrase in parentheses after the word to show that We intend it to have the accepted ‘legal’ meaning.

## b) Definitions

There are also words or phrases in these Terms that have a particular defined meaning. When the word or phrase is used for the first time, it is defined and capitalized. These Terms also use the following definitions:

**"Affiliate"** means, with respect to any party, any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control of that party. 'Control' for such purposes means the possession, direct or indirect, of the power to direct or affect the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise. You are responsible for the compliance of Your Affiliate with these Terms.

**"Confirmation"** means an email confirming Your rights to use a paid Grazie Subscription Plan and containing important information about Your Subscription Plan, such as ('including, but not limited to') the Subscription Period, as well the price of Your Subscription and important payment information.

**"Data"** means any of Your data that is transferred to, processed by, or otherwise used in Grazie. Your Data may include any content processed in the Grazie-Enabled Product with which You are using Grazie, and/or usage related information from the User's device submitted together with the Input. When You use Grazie, it may automatically select, read, and process some of Your Data in order to understand the context in which it should provide an Output or a Suggestion.

**"Documentation"** means the latest versions of all online Grazie technical documentation available at <https://www.jetbrains.com/help/ai/>, related documentation, and any other relevant JetBrains policy available on the JetBrains Website that applies to Grazie.

**"Input"** means any instruction, text, or other information sent by You or Your Users to Grazie.

**"JetBrains Account"** means an account created by You at <https://account.jetbrains.com> enabling the administration of and/or access to Grazie.

**"Grazie-Enabled Products"** means any product offered by JetBrains (other than Grazie) or a third-party product which You use based on a separate agreement with its provider and in which Grazie can be enabled.

**"Grazie"** means a hosted service offered by JetBrains which is based on connected large language models operated either by Us or by third parties. A list of the large language models connected to Grazie and third parties operating these models is available at <https://www.jetbrains.com/legal/docs/terms/jetbrains-ai/service-providers/>. Activation of Grazie in Grazie-Enabled Products allows You to leverage advanced artificial intelligence based features such as text generation, tone suggestion, grammar advice, or documentation generation. The availability of AI features for individual Grazie-Enabled Products is described in the JetBrains Website.

**"JetBrains Website"** means the Grazie product website at [www.grazie.ai](http://www.grazie.ai) and any other website operated by Us.

**"Output"** means the text or other information received as a response to the Input, which is generated by Grazie.

**"Subscription"** means Your right to use Grazie in connection with the features corresponding to Your Subscription Plan.

**"Subscription Period"** means the Subscription period described in Your Confirmation.

**"Subscription Plan"** means a subscription plan detailed in Your Confirmation and the specific features associated with it, as described on the JetBrains Website and/or in the Documentation. If the description of Your Subscription Plan in Your Confirmation is different from the description on the JetBrains Website or in the Documentation, the description in Your Confirmation takes precedence.

**"Suggestions"** means the text or changes suggested by Grazie to You or Your Users made independently on any particular Input.

**"Third-Party Software"** means any third-party software program that is owned or licensed by someone other than Us and is described on the JetBrains Website.

**"User"** means any employee, independent contractor, or other individual who obtains access to Grazie under Your Subscription (including, for the avoidance of doubt, Your Affiliates).

**Summary: Words starting with capital letters have special meanings. These words are defined in this section or wherever they are used for the first time in these Terms.**

### 3. Subscription, Rights, and Responsibilities

#### a) Subscription

i) *Subscription Plan* – In order to use Grazie, You must have a Subscription (either a free or paid Subscription Plan). You may obtain Grazie Subscription also as a part of other JetBrains product subscription. Your Subscription gives You and any Affiliates authorized by You the ability to use Grazie in accordance with Your Subscription Plan. Depending on Your Subscription Plan, You will be able to use Grazie in certain Grazie-Enabled Products during the Subscription Period as specified in Documentation and subject to certain limits, that are described for every Subscription Plan on JetBrains Website.

ii) *Automatic Renewals* – If You purchase a monthly Subscription, Subscription Period will renew automatically for an additional month, unless You opt out from the automatic renewal in your JetBrains Account before the end of the current Subscription Period. Annual Subscriptions will renew automatically only if the automatic renewal is enabled during purchase of the Subscription or later in Your JetBrains Account. You can opt out of the automatic renewal of Your Subscription or activate it in Your JetBrains Account at any time. If You remove the payment method used for the purchase of Subscription that should be renewed, the automatic renewal will be also disabled until You decide to activate it.

#### b) Right to use Grazie

You and Affiliates authorized by You can use Grazie in connection with Grazie-Enabled Products as long as You comply with any applicable terms, the Documentation, and the limits of Your Subscription. Subject to Your compliance with these Terms and Documentation, JetBrains grants to You during the Subscription Period a non-exclusive, revocable, conditional, worldwide right to use Grazie as laid out in this section.

#### c) Your responsibilities

You are responsible for:

i) *Users* – creating and maintaining a JetBrains Account and the permissions You grant to Your Users and Your and Your Users' actions and omissions while using Grazie. If You become aware that any User breaches these Terms, You must notify Us and immediately revoke that User's access to Grazie;

ii) *Confidentiality and security* – keeping Your usernames, passwords, and access tokens confidential and secure, and making sure that Your Users do the same;

iii) *Acceptable use* – using Grazie in accordance with the Documentation and the Grazie Acceptable Use Policy, which is available at <https://www.jetbrains.com/legal/docs/terms/jetbrains-ai/acceptable-use/> ("**JetBrains AI Acceptable Use Policy**");

iv) *Equipment* – maintaining a suitable internet connection in order to access Your JetBrains Account and Grazie and to receive any deliveries (all the deliveries under these Terms will be electronic). It is also Your responsibility to have access to any hardware and any third-party software needed to run Grazie, such as a connected Grazie-Enabled Product and a browser with compatible data security protocols;

v) *Your Inputs and Your Data* – managing all Inputs that You or Your Users submit to Grazie and deciding on which content, text or files containing Your Data will be accessible to Grazie and which Inputs will be submitted (including ensuring that it is legal for You and Your Users to make these submissions). You are also responsible for all legal consequences, such as claims, damages, losses, liabilities, costs, and expenses that result from Your Inputs. If You become aware that any of Your Inputs breach these Terms or the rights of another person ('third party'), You must notify Us without undue delay;

vi) *Evaluation of Outputs and Suggestions* – making sure that Outputs or Suggestions made by Grazie are correct, appropriate and can be used for Your purposes. Note that large language models may generate incorrect, offensive or harmful Output and/or Suggestions; and

vii) *Compliance with laws* – ensuring that You and Your Users use Grazie according to all applicable laws and governmental regulations.

#### d) Restrictions

You must not, and You must make sure Your Users do not:

i) *Cheat* – use, or try to use, Grazie in a way that avoids incurring fees as specified in Section 6;

ii) *Transmit illegal data* – use Grazie to upload, store, or share, or allow others to upload, store, or share ('transmit'), any material that is criminal, offensive, defamatory, or otherwise unlawful or a tort, or that breaches the privacy or intellectual property rights of anyone else ('third-party'). We have ('reserve') the right, but not the responsibility, to reject or remove any Inputs, suspend or ban any User, or close any User account that We believe ('in JetBrains sole discretion') breaches these Terms, any other legal agreement with Us, or Our policies, or is otherwise illegal;

iii) *Facilitate unauthorized access* – allow unauthorized access to Grazie, unless expressly permitted by these Terms;

iv) *Resell or distribute* – resell or otherwise provide Grazie or access to Grazie to any third party, except if We give You express permission; and

v) *Hack* – utilize any procedures or tools to bypass Grazie security, or utilize or allow Grazie to be utilized for the purpose of hacking, tunneling, or otherwise gaining unauthorized access to any computer or system.

More details are included in the Grazie Acceptable Use Policy.

***Summary: You can use Grazie according to these Terms. Do not breach the restrictions outlined above, as they are an important part of this agreement, and do not alter the recommended settings.***

#### e) Our responsibilities

We will make commercially reasonable efforts to make Grazie available to You. Grazie may be unavailable to You during planned downtime, failures of Grazie – including failures or delays caused (fully or in part) by an internet service provider or a providers of large language models – or any unavailability caused by circumstances beyond JetBrains' reasonable control (see the 'Force Majeure' Section).

***Summary: You can use Grazie according to these Terms. Do not breach the restrictions outlined above, as they are an important part of these Terms, and do not alter the recommended settings. Both Parties to these Terms have certain responsibilities and need to approach them with the appropriate levels of seriousness. Please pay attention to the time period in which You are entitled to use Grazie, the fact that Your Subscription renews automatically, and the number of other resources You have purchased in Your Subscription Plan.***

## 4. Intellectual Property Rights and Ownership

#### a) We own Grazie

We own, or have the right to use, all the proprietary and intellectual property rights to Grazie. This includes all Grazie-related trade secrets, copyrights, trademarks, service marks, patents, other registered or unregistered intellectual property, and system-generated data. System-generated data includes aggregate anonymized data on how Grazie is used, system logs, metadata, registration and login data, and data required to provide support. These are Our rights ('rights are reserved') and the only rights that You have in relation to Grazie are those that are necessary for You to access and use Grazie in accordance with these Terms and the Documentation.

#### **b) You own Your Inputs and Your Data**

As between You and Us and to the extent permitted by applicable law, You own the Inputs and Your Data shared with Grazie and keep all proprietary rights, including intellectual property rights to them.

Every time You submit an Input to Grazie, You confirm that You have the right to submit the Input together with Your Data and understand that You are doing so at Your own risk, and that You are solely responsible for this step and all consequences of its use in Grazie. You also indemnify Us from any liability relating to this Input and Your Data (see the 'Indemnification' Section).

#### **c) Your rights to use Outputs and Suggestions**

Subject to Your compliance with these Terms, JetBrains hereby assigns to You all its right to, title to, and interest in Grazie's Outputs and Suggestions. You understand that the Outputs and Suggestions are sometimes a result of third-party large language models and as such can be subject to third-party rights, including open-source licenses. You also acknowledge that Outputs and Suggestions are generated as a non-exclusive response to Your Inputs or certain context of Your work with Grazie-Enabled Products, so the same or similar Outputs or Suggestions can also be generated to other Grazie customers, based on their inputs or context of their use.

#### **d) Feedback**

You give Us the right to use, change ('modify'), commercialize, and incorporate into Grazie any of Your ideas, suggestions, recommendations, proposals, or other feedback relating to Grazie. You cannot withdraw this permission after it is given (it is 'irrevocable') and it is perpetual. We are not required to pay a fee for this feedback (it is 'royalty-free'), and We can transfer and give similar rights ('sublicense') to Your feedback to anyone else worldwide.

#### **e) Third-Party Software**

You understand that Grazie integrates Third-Party Software and that by using Grazie You might be using Third-Party Software available at: <https://www.jetbrains.com/legal/third-party-software/>.

### **5. Access to Inputs, Your Data and Outputs**

#### **a) Access control**

If You use Grazie, Your Inputs and Outputs might be accessible to Us and visible to Your Users.

You give Us permission to access Your Inputs, Your Data and Outputs for the following purposes:

- i) *To provide You with Grazie* – We can access and utilize Your Inputs, Your Data and Outputs for the purpose of providing You with Grazie;
- ii) *For security reasons* – We can access Your Inputs, Your Data and Outputs if We have a good reason to ('reasonably') believe this access is required to maintain the ongoing confidentiality, integrity, availability, performance, and resilience of Our systems and Grazie; and
- iii) *If We are legally required* – We have the right to access, review, and remove all or a part of Your or Your Users' Inputs and Outputs if We have a good reason to ('reasonably') believe that the Input or Outputs breach the law or these Terms. You understand that there are laws that could require Us to disclose Your Inputs, Your Data and Outputs and, if these laws apply, We are obliged to comply with them.

You understand that these permissions are necessary in order to use Grazie and You will not receive any payment for them.

#### **b) Sharing of Inputs and Your Data with Large Language Models Providers**

You give Us permission to process your Inputs together with Your Data and to share them with the providers of large language models connected to Grazie by Us for the purpose of generating the Outputs or making Suggestions. The list of such providers of large language models is published at <https://www.jetbrains.com/legal/docs/terms/jetbrains-ai/service-providers/> and can be updated by Us at any time through the publication of a new list. The providers of the large language models are not authorized by Us to use Inputs or Your Data for their own business purposes, but the Inputs and Your Data may be monitored by them to prevent misuse or abuse of their services and the Inputs and Your Data may be stored for a limited period for these purposes.

#### **c) Use of Inputs and Your Data for Improvements of Grazie**

If You consent to detailed data collection as described in the Documentation, You also give Us permission to host, store, alter Your Inputs and Your Data in Grazie, copy them to Our database, make backups, and analyze them on Our servers to understand the usage of Grazie and identify opportunities for its improvement. It does not permit Us to sell or otherwise transfer ownership of Your Inputs or Your Data to a third party, train any machine learning models that generate code, text, or another type of data from which Inputs Your Data and Outputs could be extracted, or reveal the Inputs or Your Data in any form to other users of Grazie.

***Summary: You keep all rights to the Inputs. However, You grant Us certain rights with respect to this data, so that We can provide Grazie and all its features to You.***

### **6. Fees and Payments**

#### **a) Subscription fees**

You can use Grazie for free when You sign up for the free Subscription Plan. The free Subscription Plan comes with limited features compared to a paid Subscription Plan. If You select a paid Subscription Plan, You agree to pay Subscription fees based on the pricing described on the JetBrains Website and in these Terms, and We will charge You as stated in this Section.

#### **b) Subscription billing**

At the beginning of each Subscription Period, We will charge You the fee associated with Your selected Subscription Plan.

#### **c) Purchasing directly or through authorized resellers and distributors**

These Terms apply whether You pay the fees described above directly to JetBrains or through an authorized JetBrains reseller or distributor. Neither resellers nor distributors are authorized to make any promises or commitments on JetBrains' behalf, and You understand and agree that JetBrains is not bound by any obligations to You other than as specified in these Terms.

#### **d) Payments**

i) *Payment terms* – Unless We agreed to specific payment or billing terms in these Terms, fees according to these Terms must be paid by You in accordance with the JetBrains Terms and Conditions of Purchase (available at [www.jetbrains.com/legal/docs/store/terms/](https://www.jetbrains.com/legal/docs/store/terms/)) or in accordance with the terms provided to You by Your authorized JetBrains reseller or distributor, whichever are applicable.

ii) *Set-off* – You cannot deduct or set off any amount from the fees that You have to pay Us, even if We owe You an amount or You believe We owe You an amount ('counterclaim').

iii) *Taxes* – All Subscription fees, and other amounts relating to Grazie, exclude any and all applicable taxes and similar fees (except taxes based solely on Our income) now in force or that may be imposed in the future on the provision of Grazie. You are responsible for all taxes, levies, and duties, such as value-added tax ('VAT'), sales tax, and withholding tax, that apply in Your country. You have to pay these in addition to the fees payable to Us.

#### **e) Resolution of late payments**

To continue using Grazie without interruption, You must make sure that You pay all the relevant fees on time. If You do not, We can:

- i) limit Your Users' access to Grazie or any of its features; or
- ii) suspend Your access to Grazie or end these Terms (see the 'Temporary Suspension' and 'Term and Termination' Section).
- iii) downgrade the Subscription to a free Subscription Plan until the outstanding fees are paid.

You will reimburse Us for any additional costs that We incur in collecting late payments or that result from a breach of this Section. There will be no refunds of prepaid services in the event of termination or suspension, and We can charge You during the suspension period.

***Summary: To use Grazie with a paid Subscription, You must pay Your Subscription fees on time.***

## **7. Support**

Your Subscription includes the support outlined on the JetBrains Website ("Support"). We will provide Support only to the extent required for You to use Grazie in accordance with the Documentation.

You can request Support by submitting a Support ticket at any time. We will try to respond to Your request in a reasonable timeframe.

We can resolve a Support request by deciding in Our sole discretion to implement a publicly available patch, upgrade, or release in the future; by choosing to modify certain features, functionality, or settings; by providing necessary Support information; or by remaining inactive.

If You decide to submit Data to Us as part of Your Support request, We will keep it confidential. By providing Data, You give Us the necessary rights to access, view, store, and analyze it in the context of providing You with Support.

## **8. Indemnification**

#### **a) Indemnity**

If there are any claims, damages, losses, liabilities, or fees and similar expenses, including fair ('reasonable') attorney fees, brought against Us or the providers of large language models connected to Grazie that are related to any of the following claims (each of these is defined as a "Claim"):

- i) *Access and use of Grazie* – Your or Your Users' access or use of Grazie. This includes all activities related to Your JetBrains Account and any actions taken by Your Users in relation to Grazie;
- ii) *Breach of these Terms* – the breach of these Terms (including the Grazie Acceptable Use Policy) by You or any of Your Users;
- iii) *Your Inputs and Outputs* – Your Inputs and Outputs or the combination of Your Inputs and Outputs with other data, infrastructure, or processes. This includes any allegation that Your Inputs and Outputs, or their use, development, design, production, advertising, or marketing, infringe upon the rights of someone else (a 'third party'), or that You have illegally or without permission claimed someone else's rights; or
- iv) *Disagreements* – disagreement between You, or any of Your Users, and another person;

then You agree to indemnify, defend, and hold Us and Our owners, directors, employees, agents, and representatives harmless, and to indemnify, defend, and hold Our affiliates or the providers of large language models and their owners, directors, employees, agents, and representatives harmless, from any and all Claims.

#### **b) Indemnity claims**

We will quickly ('promptly') let You know if someone makes a Claim. If We fail to let You know quickly, then that failure will only affect Your obligation to indemnify Us to the extent that Our failure to inform You quickly adversely affected Your ability to defend Us against the Claim. When You are defending Us against the Claim, You can choose Your own lawyer, with Our written permission. If You have Our written permission, You can resolve ('settle') the Claim as You decide ('at Your discretion'). However, We can take full control of Your defense and settlement at any time.

### **9. IMPORTANT – YOUR RISK AND OUR DISCLAIMERS**

(RISK) GRAZIE AND ANY GRAZIE SUPPORT IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. YOU ACCESS AND USE GRAZIE AT YOUR OWN RISK.

(WARRANTIES & REPRESENTATIONS) EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, WE MAKE NO REPRESENTATIONS AND GIVE NO WARRANTIES IN RELATION TO GRAZIE - EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THIS INCLUDES WARRANTIES THAT GRAZIE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, AS WELL AS WARRANTIES THAT YOUR CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

WE ALSO DENY ('DISCLAIM') ALL WARRANTIES. THIS INCLUDES 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.

THIS DISCLAIMER DOES NOT APPLY TO REPRESENTATIONS AND WARRANTIES THAT CANNOT BE EXCLUDED BY LAW.

### **10. IMPORTANT – LIMITATION OF OUR LIABILITY**

(TYPES OF DAMAGES) WE WILL NOT BE LIABLE TO YOU OR ANY OF YOUR USERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. THIS INCLUDES DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR DATA, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(CIRCUMSTANCES OF LOSS) WE WILL NOT BE LIABLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH:

- a) YOUR, OR YOUR USERS' INABILITY TO USE GRAZIE, INCLUDING AS A RESULT OF A SUSPENDED SUBSCRIPTION OR THE CANCELLATION OF YOUR SUBSCRIPTION OR THESE TERMS;
- b) OUR DECISION TO NO LONGER PROVIDE GRAZIE FOR BUSINESS, ECONOMIC, LEGAL, OR REGULATORY REASONS;
- c) YOUR HAVING MADE GRAZIE AVAILABLE TO YOUR USERS;
- d) YOUR USE OF GRAZIE BEING CONTRARY TO OR INCONSISTENT WITH THE DOCUMENTATION;
- e) INCORRECT, INAPPROPRIATE, OFFENSIVE OR HARMFUL OUTPUT AND/OR SUGGESTIONS;
- f) THE COST OF PROVIDING A SUBSTITUTE FOR GRAZIE;
- g) ANY UNANTICIPATED OR UNSCHEDULED UNAVAILABILITY OF GRAZIE OR A PART OF IT FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES, OR OTHER INTERRUPTIONS;
- h) ANY INVESTMENTS, EXPENSES, OR COMMITMENTS THAT YOU OR A USER MAKE RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF GRAZIE; OR
- i) ANY MODIFICATION, DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE ANY OF YOUR DATA CAUSED BY YOU OR YOUR USERS.

(MAXIMUM LIABILITY) OUR MAXIMUM, OVERALL ('AGGREGATE') LIABILITY RELATING TO THESE TERMS IS LIMITED TO THE GREATER OF ONE HUNDRED (100) US DOLLARS OR THE AMOUNT THAT YOU ACTUALLY PAID TO US FOR GRAZIE IN THE SIX (6) MONTHS BEFORE YOU CLAIMED THAT WE WERE LIABLE. THE MAXIMUM LIABILITY APPLIES EVEN IF WE WERE ADVISED THAT LIABILITY COULD EXCEED THE MAXIMUM LIABILITY AMOUNT OR EVEN IF THE LEGAL BASIS (I.E. TORT, BREACH OF CONTRACT, EQUITY, OR A SIMILAR BASIS) FOR A REMEDY IS INVALID.

## 11. Temporary Suspension

We can immediately suspend Your or Your Users' right to use all or part of Grazie, if We have a good reason to ('reasonably') believe that:

- i) *Threats* – Your or Your Users' use of Grazie might adversely impact or pose a security, privacy, or legal risk to Grazie or any of its parts, Us, or another person ('third party');
- ii) *Financial distress* – You have stopped operating in the usual course of business, have transferred ('assigned') Your assets for the benefit of creditors or made a similar arrangement, or are undergoing bankruptcy, reorganization, liquidation, dissolution, or a similar proceeding; or
- iii) *Breach of terms* – You or Your Users breached these Terms, applicable law, Our policies, or someone else's rights.

We will make a reasonable effort to let You know of a suspension. Suspensions are temporary, but if the reasons for suspension are not resolved, We can end these Terms (see the 'Term and Termination' Section).

## 12. Term and Termination

### a) Term

These Terms start ('take effect') when You click the "I Accept" button or provide similar consent to ('be bound by') these Terms. These Terms continue until the end of Your Subscription Period, unless they are ended ('terminated') earlier either by You or Us as described in these Terms.

#### **b) Termination by You**

You can terminate these Terms if We breach them. This must be done by letting Us know ('give notice') that We have breached these Terms. If this breach is not resolved within thirty (30) days, these Terms will end.

If You terminate these Terms according to this Section, We will provide a refund to You of any prepaid amount for the period that would have been Your Subscription Period after the date these Terms ended.

#### **c) Termination by Us**

We may terminate these Terms and Your Subscription if:

- i) You materially breached these Terms and failed to remedy the breach within thirty (30) days of written notice;
- ii) You fail to make timely payment of Subscription fees in accordance with Section 6 of these Terms;
- iii) We are required to do so by law (for example, where the provision of Grazie to You is, or becomes, unlawful);
- iv) We elect to discontinue providing Grazie, in whole or in part; or
- v) You have a free Subscription Plan and none of Your Users used Grazie for at least 3 calendar months in a row.

We will make a reasonable effort to notify You via email (to the email address of the billing or technical contact provided by You) thirty (30) days prior to termination of these Terms in the events specified in Sections 12(c)(iii) and 12(c)(iv) above, in which case You will be entitled to a refund of the unused portion of prepaid Subscription fees, if applicable.

In the event of termination for cause specified in Section 12(c)(ii) or 12(c)(v), We will make reasonable efforts to notify You three (3) days prior to termination of these Terms. When these Terms are terminated as a consequence of Your breach of these Terms, no refund is provided.

#### **d) Effect of termination**

Upon the expiration or termination of these Terms, Your Subscription will be terminated and You will have no further rights to use Grazie; however, Sections 4(d), 4(e), 6, 8, 9, 10, 13, and 16 of these Terms will remain in effect.

### **13. Marketing**

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

### **14. Notices**

#### **a) Notices by You**

If You are required under these Terms to notify Us ('give notice') of anything, You may do so:

- i) by sending an email to [legal@jetbrains.com](mailto:legal@jetbrains.com). Any time period starts on the next business day after You send the email;
- ii) by courier delivery of a letter marked for the attention of the 'Legal Department' at the physical address published on the JetBrains Website. Any time period starts five (5) business days from when You send the letter; and
- iii) by registered post, marked for the attention of the Legal Department at the address displayed on the JetBrains Website. Any time period starts ten (10) business days from when You send the letter.

#### **b) Notices by Us**

If We are required under these Terms to notify You ('give notice') of anything, We may do so:

- i) by posting the information on the JetBrains Website. Any time period starts on the day specified on the JetBrains Website;
- ii) by sending an email to the email address that Your Confirmation was sent to. Any time period starts on the next business day after We send the email.

It is Your responsibility to check the JetBrains Website for any changes and make sure that Your email address is up to date in Our records.

### **15. Export Control Laws**

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 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.

This means that You will ensure that Grazie, 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 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 Your compliance with Export Control Laws.

### **16. General Provisions**

#### **a) These Terms and their Parties**

These Terms together with the order accepted by Us form the entire agreement and replace any previous agreement between You and Us in relation to its subject matter. By accepting these Terms, You agree to use and ensure that Your Users will use the Grazie in accordance with the Grazie Acceptable Use Policy, available at <https://www.jetbrains.com/legal/docs/terms/jetbrains-ai/acceptable-use/>. Except as expressly mentioned, these Terms do not apply or give rights to anyone else ('no third-party beneficiaries').

#### **b) Personal Data**

Any information directly or indirectly identifying an individual or other data protected under an applicable law as personal data ("Personal Data"), that We will process on Your behalf in connection with these Terms, will be processed in accordance with the Data Processing Addendum at <https://www.jetbrains.com/legal/dpa/> which is a part of ('incorporated into') these Terms. We may also process some of Your Personal Data in connection with these Terms in our capacity as a data controller in accordance with our Privacy Policy at <https://www.jetbrains.com/legal/docs/privacy/privacy/>. Provision of Personal Data as Input into the Grazie is prohibited

#### **c) Governing law and disputes**

These terms are 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 these Terms undertake to use the best commercial efforts to amicably settle any disputes arising hereunder ("Dispute").

Should the Parties to these Terms 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 (3) arbitrators in accordance with the Rules of that Arbitration Court, and the language of the proceedings will be English.

Notwithstanding this, You agree that We will still be allowed to apply (i) for payment orders (or otherwise enforce payment for Grazie provided under these Terms) in the jurisdiction in which You have Your registered seat or principal place of business, and (ii) for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

#### **d) Force Majeure**

We will not be responsible ('liable') for any delay or failure to perform any obligation under these Terms 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.

#### **e) Severability**

If a court finds that any part of, or word in, these Terms is not enforceable, that part or word will not affect the enforceability of the rest of these Terms.

#### **f) Interpretation**

Any heading, title, or paragraph summary is only for convenience and does not affect the interpretation of these Terms. Any instance of an inclusive word, such as 'including', is not comprehensive and refers to other items in that category. References to time or periods of time are determined in reference to Central European Time.

#### **g) Waiver**

Any waiver of Our rights under these Terms must be in writing and signed by Us.

#### **h) Changes to Terms and policies**

These Terms can be updated from time to time, to reflect changes in Grazie and how it is offered to You. If this happens, We will update these Terms on the JetBrains Website and let You know either by:

- i) Displaying them to You in Grazie;
- ii) Displaying them in Your JetBrains Account; or
- iii) Sending the updated version to the email address used in Your JetBrains Account.

Any updated Terms will start ('come into effect') on the date specified in the updated Terms. By continuing to use Grazie after thirty (30) days from the effective date, You agree to be bound by the modified Terms.

We respect that You may not agree to the updated Terms. If that is the case, You can terminate Your Subscription at any time up to thirty (30) days after the effective date of the updated Terms. Termination according to this Section entitles You to a pro-rata refund of the pre-paid unused Subscription fees.

#### **i) Relationship**

Your relationship with JetBrains is that of independent parties. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, employment, or any other type of relationship.

**j) Contract review**

By agreeing to these Terms, You are confirming to Us that:

- i) You have had sufficient opportunity to read, review, and consider these Terms;
- ii) You understand the content of each paragraph of these Terms; and
- iii) You have had sufficient opportunity to seek independent professional legal advice.

This means that, to the extent permitted by applicable law, any statutory provisions relating to so-called 'form' or 'adhesion' contracts do not apply to these Terms.

**k) Reservation of rights**

We reserve the right to alter Grazie prices, features, specifications, capabilities, functions, terms of use, release dates, general availability, and other characteristics. JetBrains reserves the right to limit your use of Grazie through quotas, rate limits, and other mechanisms published on the JetBrains Website or in the Documentation. We can also alter, limit, or cease to provide Grazie support at any time.

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