JetBrains Academy - Terms of Service

Version 2.1, effective as of June 1, 2021

Welcome to JetBrains Academy!

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

BY CLICKING THE "I AGREE" (OR A SIMILAR) BUTTON THAT IS PRESENTED TO YOU WHEN PURCHASING, CREATING A STUDENT ACCOUNT FOR, OR OTHERWISE USING JETBRAINS ACADEMY, YOU ARE BECOMING A PARTY TO THIS AGREEMENT. YOU DECLARE THAT YOU HAVE THE LEGAL CAPACITY TO ENTER INTO SUCH AN AGREEMENT AND YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET OUT BELOW.

Parties

These Terms are between:

"**JetBrains**" or "**We**", which means JetBrains s.r.o., having its principal place of business at Na Hrebenech 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; and

"**Customer**", which means either a "**Private Student**" an individual who purchases the Academy for their own use, or a "**Patron**" an organization that purchases the Academy for use by its Students; and

"**Student**" or "**you**", which means a Customer and/or any individual who is permitted to use or access the Academy under these Terms, and who is at least 13 years old with sufficient legal capacity to enter into these Terms.

Definitions

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

"**Academy**" means the platform that makes the educational environment, consisting of the Educational Content and the Content delivered through the Educational Platform, available to Students and Customers;

"**Content**" means all non-Educational Content, irrespective of the party who posts or uploads it. This includes any audio, video, text, images, or other material that is displayed, uploaded, imported, or otherwise created in connection with the Academy. It also includes solutions to problems, any code you create, and any comments you post;

"**Educational Content**" means interactive educational materials, including but not limited to theoretical materials, multiple choice quizzes, and programming assignments, made available through the Academy;

"**Educational Platform**" means the third-party online training platform available at https://hyperskill.org/, owned and operated by Stepik Technologies s.r.o. ("**Stepik**"). You will be required to accept Stepik's Terms of Use, available at https://hi.hyperskill.org/terms, in order to create a Student Account and use the Academy;

"**Enrollment**" means a Student's right to access, use and display the Academy according to these Terms and applicable documentation;

"**Enrollment Period**" means the time during which you are entitled to use and access the Academy, starting from the day access to your Student Account is granted to you and continuing until either (i) you terminate your Enrollment; (ii) we terminate your Enrollment; or (iii) these Terms expire;

"**JetBrains Account**" means a valid JetBrains customer account held in your name, available at https://account.jetbrains.com;

"**Patron Account**" means an account through which Patrons can manage and allocate Enrollments to Students;

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

"**Student Account**" means an account on the Educational Platform through which a Student can manage their Enrollment;

"**Terms**" means these terms of service; and

"**Tuition Fee**" means the subscription fee for the Academy specified on the Academy Website. This fee includes access to the Educational Platform, but it does not include fees payable for any other service offered through the Educational Platform.

Enrollment in the Academy

Students

You can access and use the Academy as a:

- "**Supported Student**", which means your Patron pays your Tuition Fee;
- "**Private Student**", which means that you pay the Tuition Fee yourself; or
- "**Prospective Student**", which means that you are able to access the Educational Content free of charge for no more than 7 days, only for the purpose of evaluating the Educational Content and Academy ("**Trial Period**").

Patrons

As a Patron, you must purchase at least 10 or more Enrollments, each with an Enrollment Period of at least 12 months. Effective from the next Enrollment Period, Patrons can reallocate Enrollments to Supported Students at any time, as well as revoke a particular Student's Enrollment and transfer it to another Supported Student. However, a Patron cannot have fewer than 10 Enrollments at any time.

Patrons may purchase additional Enrollments at any time, and these will be co-termed with a Patron's existing Enrollments. Patrons may only reduce the number of Enrollments at the end of their respective Enrollment Period.

A Patron may receive access to the Academy free of charge in order to review available Educational Content and features, subject to the same restrictions as a Prospective Student during a Trial Period. The availability of this access for Patrons and its duration will be decided by us.

Prospective Student Upgrades

If you are a Prospective Student, in addition to being bound by these Terms, you agree that after the Trial Period, you will automatically become a Private Student. If you are a Prospective Student and you get a Patron during the Trial Period, your status will automatically change to a Supported Student and the Trial Period will end immediately. You can cancel your Student Account before the end of the Trial Period, but if you do not, you authorize us to charge you the Tuition Fee automatically on a monthly basis.

Your Student Account

To start using the Academy as a Student, you must create a Student Account. You must provide accurate, current, and complete information, and it is your responsibility to keep this information up-to-date. If any of the information you provide is untrue, inaccurate, not current, or incomplete, we or Stepik have the right to suspend or terminate your access to all or a part of the Academy without any refund. You must keep your Student Account secure, and you must not share access to your Student Account, including passwords, with any third party. You must not set up multiple Student Accounts. This Section also applies to Patron Accounts.

Your JetBrains Account & Orders

To place and complete an order, the Customer must create a JetBrains Account if they do not already own one.

Delivery

Once your order has been placed and we have received your Tuition Fee, we will make the Academy available to you through your Student Account. This may take several days.

It is your responsibility to have the hardware, software, and internet connection needed to access your Student Account and the Academy.

Using the Academy

As a Student, you are permitted to access, use, and display Academy:

- on the basis of a limited, revocable, worldwide, non-exclusive, and non-transferable permission;
- for the Enrollment Period or the Trial Period as applicable; and
- for educational or non-commercial purposes.

Unless expressly permitted in these Terms, you are not allowed to:

- **Distribute** – sell, redistribute, assign, encumber, give, lend, rent, lease, sublicense, or otherwise transfer any aspect of the Academy;
- **Restricted use** – reverse-engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Educational Platform, or create derivative works from the Educational Platform;
- **Multiple Logins** – log in simultaneously from multiple devices or manipulate identifiers in order to disguise the origin of any communication transmitted through the Academy;
- **Non-educational use** – exploit for any commercial purpose any part of the Academy, including any Educational Content or Content;
- **Add-Ins** – use, or allow the use of, automated, electronic, or third-party access to the Academy, including robots, crawlers, browser plugins, browser extensions, spiders, or scripts;
- **Scrape** – manually, or through any automated means, extract, scrape, or harvest Content or any data from the Academy;
- **Interference** – interfere with or disrupt the Academy, any servers or networks providing the Academy, or the ability of other Students to access or use the Academy; and
- **Laws** – violate any applicable laws, regulations, or rules.

If you are Patron, you are responsible for your Students and how they use the Academy. If you become aware that any Student is in breach of these Terms, you must immediately end their Enrollment and notify us.

Learning with the Academy

Student Behavior

As a condition of using the Academy:

- you will be respectful towards other Students, and you will not use foul or explicit language or otherwise cause offense to others in connection with the Academy, Content, and Educational Content;
- your answers to homework, quizzes, and exams will be your own work (except for assignments that explicitly permit collaboration);
- you will not share your solutions to homework, quizzes, or exams with anyone else unless explicitly permitted to do so by JetBrains in the Educational Platform or via support@hyperskill.org. This includes anything written by you, as well as any official solutions made available to you in the Academy;
- you will not engage in any other activities that will dishonestly improve your results or dishonestly improve or damage the results of others; and
- if you post reviews of the Academy or the Educational Content, you must do so in good faith after a reasonable evaluation of the Academy.

As a Patron, you are responsible for the behavior of your Students. If you become aware that any Student is behaving inappropriately, you must promptly address this behavior.

Availability

The Academy may not be available at all times or with complete functionality. We will do our best to notify you of reasonably foreseeable unavailability and limitations in functionality. You agree that we can modify, limit, suspend, or discontinue your access to all or part of the Academy at our discretion.

Registered Education Services

You understand that the Academy is not registered or otherwise licensed as an educational service in your country. You must not use the Academy if doing so would require such permissions.

Certificates

You understand that you are not entitled to any certificate, validation, or similar confirmation that shows you are enrolled, are completing, or have completed study within the Academy.

Educational or other Students' Content

We are not responsible for the Educational Content or Content made public or communicated to you by other students in the Academy, including any 'comments' or similar communication functions provided in connection with the Academy. You understand that we do not own and are not responsible for Student's Content. You and your Patron are responsible for determining the accuracy, truthfulness and suitability of the Educational Content and any Content. We are not responsible for your reliance on any Educational Content or Content, despite any acknowledgement, display, use, or endorsement by us. We do not own other students' Content.

Student Records

We are not responsible for keeping records related to your or your Student's use of the Academy, except as required by law. This includes records of your Student Account, Patron Account, all or part of the Educational Content, or any Content you provide.

Gems

Gems can only be obtained by a Student who completes designated tasks, which are made available and assessed at our discretion. You understand and agree that Gems are not legal tender, a form of currency, vouchers, or prizes, nor do they otherwise have any value, and you cannot purchase, exchange or barter Gems. You can only use Gems in the Academy for the functionality expressly made available to you. This functionality is made available, and will be provided to you, at JetBrains' sole discretion, and it may be modified or disabled altogether, irrespective of the Gems you hold. If this Agreement and/or a Tuition Period ends or is terminated, or if you fail to pay the Tuition Fee, you understand that you forfeit all the Gems you've accrued.

Paying for the Tuition Fee

Tuition

If you are a Private Student, you are responsible for paying the Tuition Fee. If you are a Supported Student, your Patron is responsible for paying the Tuition Fee. The Tuition Fee must be prepaid and is a condition of your Enrollment in the Academy. Enrollment is automatically renewed at the end of every applicable Enrollment Period.

Payments

All payments under these Terms are subject to JetBrains Terms and Conditions of Purchase available at https://www.jetbrains.com/legal/docs/store/terms.

Tax

The Tuition Fee excludes any taxes, duties, or levies imposed in a Customer's country, including any value-added tax, sales tax, or withholding tax. If these amounts are payable, Customers are solely responsible for paying them and all associated liabilities.

Refunds

All other references to refunds under these Terms are subject to applicable law. Customers residing in the EU may seek a full refund within 14 days of the Academy being made available to them.

Sales and other support

If you have any questions related to your Enrollment or Tuition Fees, or if you have any other questions related to the purchase of the Academy, please contact the JetBrains sales team at sales@jetbrains.com. For all other questions related to the Academy, Student Account, or Educational Content, please contact Stepik support at support@hyperskill.org.

Intellectual Property

Our Intellectual Property

We own (or someone designated by us owns) all the intellectual property rights, including any trade secrets, copyright, trademarks, patents, or other unregistered intellectual property rights in the Academy. This includes all source and object code, Educational Content, and designs, as well as any artificial learning algorithms utilized by the Academy. Except as expressly set out in these Terms, all such rights are reserved, and you cannot use them without our permission. Any new intellectual property rights created in the Academy by your or your Patron's access or use of the Academy and/or Educational Content, but excluding any Content, will be owned by us. If requested, you or your Patron will take all steps to ensure transfer of ownership of any new intellectual property rights or, if that is not possible, you grant to us (or an entity designated by us) an irrevocable, unconditional, worldwide, royalty-free, exclusive license to the new intellectual property.

Your Intellectual Property

You or your Patron own all relevant rights to intellectual property that existed before you agreed to these Terms. Except as expressly set out in these Terms, all such rights are reserved.

Content

You and your Patron are aware that you may provide Content during your use of the Academy. By doing so, you grant to us, and to other Students of the Academy, an irrevocable, unconditional, worldwide, royalty-free, sublicensable, and transferable license to use Content that you or your Patron provide, in order to improve the Academy and to display and use such Content within the Academy. You or your Patron must always have the right to use your Content, and you and/or your Patron indemnify us for all losses that we incur if this Content infringes or allegedly infringes on a third party's intellectual property rights.

Feedback

If you provide us with suggestions, proposals, improvements, bug reports, or similar feedback in relation to the Academy, you and/or your Patron also grant us and Stepik an irrevocable, unconditional, worldwide, royalty-free, sublicensable, and transferable license to use, sell, display, modify, and distribute these suggestions or proposals.

Warranties & Liability

RISK. THE ACADEMY, EDUCATIONAL CONTENT, AND ANY OTHER CONTENT ARE PROVIDED TO YOU AND/OR A PATRON ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE ACADEMY, EDUCATIONAL CONTENT, OR CONTENT IS AT YOUR OR YOUR PATRON'S OWN RISK. THIS INCLUDES RESPONSIBILITY FOR ANY CONTENT, INFORMATION, AND DATA OBTAINED OR ACCESSED THROUGH THE ACADEMY.

NO WARRANTIES. TO THE EXTENT PERMITTED BY LAW, NEITHER JETBRAINS AND STEPIK, NOR THEIR AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, AND EMPLOYEES ("**JETBRAINS PARTY**"), MAKE ANY WARRANTY REGARDING THE ACADEMY, CONTENT, OR EDUCATIONAL CONTENT, INCLUDING THEIR USE OR PERFORMANCE. EACH DISCLAIMS ALL REPRESENTATION, WARRANTIES AND CONDITIONS, TO THE EXTENT PERMITTED BY LAW, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THIS DOCUMENT IS NOT INTENDED TO ABROGATE ANY RIGHTS YOU OR PATRON MAY HAVE UNDER APPLICABLE LAW.

DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANY JETBRAINS PARTY BE LIABLE TO YOU, A PATRON, A PATRON'S AFFILIATES, OR A THIRD PARTY FOR: (A) ANY LOSS OF USE, DATA, CONTENT, GOODWILL, OR PROFITS, WHETHER OR NOT THIS LOSS WAS FORESEEABLE; (B) ANY LOSSES OR DAMAGES TO THIRD PARTY PROPERTY, INCLUDING ANY DEVICES USED FOR THE OPERATION OF THE ACADEMY, AND LOSSES OR DAMAGES IN CONNECTION WITH THE TERMINATION OR SUSPENSION OF YOUR OR A PATRON'S ACCESS TO THE ACADEMY; OR (C) ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, EVEN IF WE ARE ADVISED OF THE

POSSIBILITY OF THESE DAMAGES. THIS INCLUDES LOSSES BASED ON ANY THEORY OF LIABILITY OR ARISING FROM ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR OR A PATRON'S USE OF OR ACCESS TO THE ACADEMY.

LIMITATION OF LIABILITY. THE TOTAL LIABILITY OF THE JETBRAINS PARTIES IN ANY MATTER ARISING OUT OF OR IN RELATION TO THESE TERMS WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY A PRIVATE STUDENT OR PATRON FOR THE USE OF THE ACADEMY UNDER THESE TERMS.

Third Party Rights

Third Party Software

The Academy may contain materials, components, code, and libraries that are licensed by third parties to us or to someone designated by us. This includes open-source software. A list of third-party material is available with the product documentation. You are aware that your use of the Academy may be subject to restrictions imposed by these third parties.

Copyright Notices

You will obey all copyright notices or restrictions in connection with the Academy or Educational Content. You must not delete or modify any attributions, legal notices, or proprietary notices, whether these relate to us, our licensor(s), or a third party.

Public Sharing & Privacy

In connection with your and your Patron's use of the Academy, we and our associated companies will process your Personal Data. In particular, we will process your contact and identification details, data about your usage of the Academy, and information about your subscription and Tuition Fee payments, for the following purposes:

a) to provide you with the Academy or information about the Academy;

b) to protect JetBrains from piracy and unlawful use of the Academy;

c) to improve JetBrains' offerings based on usage data;

d) for our internal records and to protect our rights and interests and those of other Students;

e) to promote and market our software and services; and

f) to fulfil legal duties stipulated by accounting, taxation, and other laws.

You or your Patron may object to the processing of your Personal Data for the purposes of b) through e) at any time. More detailed information about Personal Data processing for the above-mentioned purposes and about your rights can be found in the JetBrains Privacy Notice, available at https://www.jetbrains.com/legal/docs/privacy/privacy.html ("**Privacy Notice**").

For the above purposes, JetBrains may collect, among other things, your IP address, your JetBrains Account username, your full name (first and last name), your email address, and your subscription information (including current status and "expiration" date, but not your credit card information or other billing information). When you use the Academy, we may collect some of your Personal Data, such as your name, email address, IP address, and information related to your participation in learning activities.

You are responsible for keeping the Personal Data you provide to us up-to-date, and for reporting any inconsistencies to us. If you accidentally send us Personal Data, we are not responsible for its processing.

Public Sharing

You and your Patron understand that when using the Academy, you can provide certain information that we can publicly display or share through social media for marketing purposes. We try to limit the sharing of such information to Students of the Academy, but we are not responsible for such information or its use by third parties once it has been shared.

You are responsible for not sharing information that you would not want made public, including on your Student Account or via social media.

Privacy Notice

By enrolling, using the Academy, taking any courses through the Academy, or making use of any other Educational Content, you and your Patron agree that we may collect, store, use, share, and/or process certain information about you and your interaction with the Academy. Your information will be treated in accordance with the Privacy Policy.

Term & Termination

Term

These Terms start once you accept them, and they end when your Enrollment Period ends. If you are a Patron, these Terms end when the last of your Students' Enrollment Periods ends. These Terms can be terminated sooner by you, your Patron, or JetBrains as described below.

Termination by You

If you are a Private Student, these Terms can be terminated by you at any time (i) through your JetBrains Account; (ii) by emailing sales@jetbrains.com and requesting cancellation of the Academy; or (iii) by submitting a data deletion request as outlined in our Privacy Notice. If you are a Supported Student, you can terminate these Terms at any time by submitting a data deletion request.

If you are Patron, you can terminate these Terms at any time by (i) cancelling your card authorization, if you have one; or (ii) ending your Students' Enrollment through your Patron Account. You cannot have fewer than 10 Enrollments at any time.

Termination of these Terms will be effective at the end of a current Enrollment Period, unless a shorter period is required by applicable law.

Termination by Us

We can terminate these Terms if (i) you or you Patron breach these Terms in any way, and you or your Patron have not corrected the respective breach within 30 days of us requesting that you or your Patron do so; (ii) we decide to cease providing the Academy or any Educational Content, after giving you 30-days notice; (iii) we believe that we are required to do so by law, immediately after giving you notice.

Suspension

We can immediately suspend a Student Account, Patron Account, JetBrains Account, or access to the Academy if (i) we are required to notify you of anything in the above paragraph ("Termination by Us"); (ii) if there is a breach of the relevant payment obligations; or (iii) if we reasonably believe that use of a Student Account, Patron Account, JetBrains Account, or the Academy is unauthorized or fraudulent, or that information you have provided is incomplete, inaccurate, legally invalid, or unverifiable. We will make reasonable efforts to notify you or your Patron before taking such action.

Consequences of Termination

Upon termination, you will no longer have access to the Academy or your Student Account. You are responsible for making copies of any Content you created that you wish to keep.

Other Documents

By accepting these Terms, you are also accepting these other documents:

- JetBrains Privacy Notice https://www.jetbrains.com/legal/docs/privacy/privacy.html
- JetBrains Account Agreement https://www.jetbrains.com/legal/docs/agreements/jetbrains_account.html
- JetBrains Terms and Conditions of Purchase hhttps://www.jetbrains.com/legal/docs/store/terms/

General Terms

These Terms. These Terms, as well as the other documents listed in the section above, form the entire agreement between you and JetBrains in relation to its subject matter, which supersedes any prior agreement between you and JetBrains regarding the Academy.

Changes to Academy. You agree that we can, at any time, discontinue support of the Academy and change features, specifications, capabilities, functions, release dates, general availability, or other characteristics of the Academy or Educational Content. We will make reasonable efforts to notify you before taking any such action.

Changes to Price. You agree that we can change the Tuition Fee. We will make reasonable efforts to notify you before taking any such action. Any increase in the Tuition Fee will be effective from the start of the next Enrollment Period. If you do not wish to continue using the Academy after a price increase, you can cancel your Enrollment any time before the price increase and your cancellation will be effective from the start of the following Enrollment Period.

Changes to Terms. The Terms may be updated from time to time to reflect changes in the Academy and how it is offered to you. If these Terms are updated, we will update the terms on the Academy website (https://www.jetbrains.com/legal/docs/terms/jetbrains-academy.html), and let you know by either:

1. displaying them in the Student's Account, the Patron's Account or JetBrains Account; or
2. sending the updated version to the email address used in the Student's Account, the Patron's Account or JetBrains Account.

Any updated Terms will start ('be effective') on the date specified in the updated Terms. By continuing to use the Academy after the effective date, unless you object, you agree to be bound by the modified Terms.

We respect that you may not agree to the updated Terms. If you object to the updated Terms, you can terminate your Enrollment within 30 days after the Terms are modified. Termination according to this Section entitles you to a pro-rata refund of the pre-paid unused subscription fees.

Notice. If we are required to send you a notice under these Terms, we can send that notice to you via (i) the email address associated with your Student Account or JetBrains Account; (ii) registered or express courier; or (iii) personal delivery. We will regard the notice as delivered (i) on the day the notice is sent via email; (ii) 5 days after deposit in registered mail or one day after deposit with an express courier; or (iii) immediately on personal delivery.

Severability. If any particular term is not enforceable, the unenforceability of that term will not affect any other of these Terms.

Interpretation. Headings and titles in these Terms are for convenience only and do not affect interpretation. All references to time in these Terms will be Central European Time.

No Waiver. Any waiver of our rights under these Terms must be in writing and signed by us.

Governing Law. 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 the agreement constituted by these Terms undertake to use best commercial efforts to amicably settle any disputes arising hereunder ("**Dispute**").

Disputes. Should the parties to the agreement constituted by 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 arbitrators in accordance with the Rules of that Arbitration Court, and the language of the proceedings will be English. If you are a 'consumer', you and we both 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) or the European Commission online platform for dispute resolution (ec.europa.eu/consumers/odr).

Important notices

Adhesion Contracts

By agreeing to these Terms, you are confirming to us that:

- you have had sufficient opportunity to read, review, and consider these Terms;
- you understand the content of each paragraph of these Terms;
- 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 will not apply to these Terms.

Children & Minors

If you are younger than 13 years old, you cannot agree to these Terms or use the Academy.

If you are under 18 years of age, by agreeing to these Terms you are confirming that:

- either you have legal capacity to enter into these Terms, or that you have valid consent from a parent or legal guardian to do so; and
- you understand the JetBrains Privacy Notice: https://www.jetbrains.com/legal/docs/privacy/privacy.html

IF YOU DO NOT UNDERSTAND THIS SECTION, DO NOT UNDERSTAND THE JETBRAINS Privacy Notice, OR DO NOT KNOW WHETHER YOU HAVE THE LEGAL CAPACITY TO ACCEPT THESE TERMS, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.