# **JETBRAINS AI CREDITS TERMS**

Version 1.0, effective as of August 25, 2025

## 1. INTRODUCTION

These JetBrains AI Credits Terms ("Terms") describe the rights and obligations applicable to Your purchase and use of credits for the JetBrains AI service. These Terms together with the applicable purchase order referencing these Terms creates a legal agreement between 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 You, the legal entity ordering AI Credits ("Customer" or "You"). We and You may each also be referred to individually as a "Party" or jointly as the "Parties". By accepting 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.

#### 2. DEFINITIONS

These Terms also use the following definitions:

"AI Credits" means the one-time credits obtainable by You either for a fee or free of charge from JetBrains and redeemable for use of the JetBrains AI service above the quotas allocated by a subscription plan.

"JetBrains AI" means the AI services for which You may redeem the AI Credits as described in the Documentation.

Other capitalized terms used in this document shall have the meaning described in the legal agreement governing Your use of JetBrains AI.

#### 3. AI CREDITS PURCHASE AND USE

- 3.1. General. AI Credits give You the right to use JetBrains AI for a certain number of tasks corresponding to the quantity of Your AI Credits, as described in the Documentation above the quota limitation set out in Your JetBrains AI subscription plan. You must have an active JetBrains AI subscription to use AI Credits. AI Credits are neither a currency nor legal tender and are not redeemable outside of JetBrains AI.
- 3.2. Prepaid AI Credits Use. When You purchase AI Credits or otherwise acquire them from Us, Your volume of prepaid AI Credits will be visible in Your JetBrains Account. The obtained AI Credits are valid for a period of twelve (12) months after their date of purchase, during which time You may use them in exchange for JetBrains AI services. The AI Credits will expire after the end of this period. From time to time, JetBrains may, at its discretion, extend the expiration period of the AI Credits obtained.
- 3.3. Post-paid AI Credits Use. We may also give You the opportunity to activate post-paid AI Credits Usage. In this case, You and Your Users will be able to redeem AI Credits from the shared quota allocated to You. You will be able to set limits for the shared AI Credits quota that can be redeemed by each User.
- 3.4. Limitations. The AI Credits are non-refundable (unless required by law) and non-transferable to another Jet-Brains Account.

## 4. FEES AND PAYMENTS

4.1. Fees. If You purchase pre-paid AI Credits, You will pay Us the amount set out in the corresponding fee structure as specified on the JetBrains Website. If You activate the option to use post-paid AI credits for Your Users, You agree to pay for all AI Credits redeemed by Your Users during the applicable monthly billing period (unless agreed otherwise in writing).

- 4.2. Payment Terms. Unless We agree to specific payment or billing terms elsewhere, 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/) or in accordance with the terms provided to You by Your authorized JetBrains reseller or distributor, whichever are applicable.
- 4.3. No 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.

# 5. MISCELLANEOUS

- 5.1. Entire Agreement. These Terms constitute (together with the applicable purchase order) the entire agreement with respect to AI Credits and replace any and all prior or contemporaneous oral, email, or written representations, communications, advertising, or understanding between the Parties with respect to its subject matter.
- 5.2. Reservation of Rights. We reserve the right at any time to change these Terms, list prices, general availability, and other characteristics of AI Credits. Such a change will not apply to the AI Credit purchase by You before the effective date of the change (except when We are otherwise required by law).
- 5.3. Severability. If a particular provision of these Terms is not enforceable, or held to be invalid, the unenforceability of that provision will not affect any other provisions of these Terms, and the remainder of these Terms will continue in full force and effect.
- 5.4. No Waiver. A waiver by either Party of any term or condition of these Terms or any breach thereof, in any one instance, will not waive such term or condition for any subsequent breach.
- 5.5. Equitable Relief. Nothing in these Terms will prevent either Party from pursuing or seeking any equitable remedy under applicable law.
- 5.6. Governing Law; Dispute Resolution. These Terms are governed by the law governing Your agreement under which You use JetBrains AI service, and any disputes will be resolved according to the mechanism stipulated therein. In the absence of such an agreement, the governing law and dispute resolution mechanism at https://www.jetbrains.com/legal/docs/terms/jetbrains-ai-service/ will be used.