

# Qure EAP Terms of Service

Version 1.0, effective as of March 25, 2026

Welcome to Qure!

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

IF YOU USE QURE, WE MAY SEND YOUR INPUTS AND DATA TO EXTERNAL AI SERVICE PROVIDERS IN ORDER TO OBTAIN OUTPUTS FOR YOU. YOU ARE SOLELY RESPONSIBLE FOR ALL INFORMATION WHICH YOU DECIDE TO SHARE WITH THESE EXTERNAL AI SERVICE PROVIDERS THROUGH YOUR USE OF QURE, INCLUDING ANY SENSITIVE OR OTHERWISE PROTECTED DATA WHICH THAT INFORMATION MAY CONTAIN.

PROVISION OF QURE IS STILL IN ITS EARLY STAGES AND HAS AN EXPERIMENTAL CHARACTER. AS SUCH, ITS OUTPUTS MIGHT NOT ALWAYS BE CORRECT OR AVAILABLE. YOU ARE RESPONSIBLE FOR EVALUATING WHETHER YOUR OUTPUTS ARE CORRECT AND FIT FOR YOUR PURPOSES. PLEASE NOTE THE DISCLAIMERS AND LIMITATIONS OF LIABILITY BELOW IN SECTIONS 8 AND 9, AS WELL AS THE INDEMNIFICATION PROVISIONS IN SECTION 7.

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

By accepting these Qure EAP Terms of Service, you confirm that you understand and agree to them.

## 1. Introduction

These Qure EAP Terms of Service (“Terms”) describe how you can access and use Qure.

Accepting 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, a legal entity (“You”). We and You may each also be referred to individually as a “Party” or jointly as the “Parties”.

You confirm (‘represent and warrant’) that You are authorized to enter into agreements on behalf of the legal entity You represent and that You have the legal capacity to enter into binding contracts.

## 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.

“Data” means any of Your data processed in Qure. The Data may include source code either submitted by You to Qure or obtained by it while generating the Outputs and processed in it by JetBrains, information derived from the source code, and/or usage-related information from the User’s device submitted together with the Input.

“Documentation” means the latest versions of all online Qure technical documentation available on the JetBrains Website and/or otherwise made available to You by JetBrains, as well as any other relevant policy available on the JetBrains Website that applies to Qure.

“Confirmation” means an email confirming Your rights to use Qure and containing important information about Your Subscription Plan, the date of Subscription activation, the price of Your Subscription, and other details. The Confirmation will be sent in response to your order placed in accordance with the Terms and Conditions of Purchase, available at <https://www.jetbrains.com/legal/docs/store/terms/>, subject to its acceptance by JetBrains.

“EAP” means any of the Early Access, Beta, Preview, and Nightly programs as referenced in the preamble of these Terms and described on the JetBrains Website or in the Documentation.

“EAP Period” means a period during which You can use Qure under these Terms as determined by Us.

“Input” means any instruction, records of your testing scenarios, source code snippet, text, or other information sent by You or Your Users to Qure in order to generate an Output.

“JetBrains Acceptable Use Policy” means the JetBrains Products Acceptable Use Policy available at <https://www.jetbrains.com/legal/docs/terms/acceptable-use-policy>.

“JetBrains Website” means the website at <https://www.jetbrains.com/> and any other website operated by Us.

“Output” means any result generated by Qure in response to an Input, including the source code or other information.

“Qure” means the JetBrains software product known as Qure, an AI-powered browser extension that assists in conducting user interface tests. Qure includes (a) the downloadable parts, (b) the hosted service enabling generation of Outputs, (c) the Documentation, and (d) updates to Qure.

“Subscription” means Your right to use Qure during the Subscription Period in connection with the features corresponding to Your Subscription Plan.

“Subscription Period” means the period, starting on the date of Subscription activation specified in the Confirmation and continuing until the same date of the following calendar month (or, if there is no such date, until the last day of that month).

“Subscription Plan” means a subscription plan detailed in Your Confirmation, containing, among other things, information regarding the number of Users included in Your Subscription as ordered.

“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 Qure from You (including, for the avoidance of doubt, the Users of Your Affiliates).

### 3. Subscription, Rights, and Responsibilities

#### a) Subscription

i) *Subscription.* To use Qure, You must have a Subscription. Depending on Your Subscription Plan, You may use Qure during the applicable Subscription Period, but in any event not beyond the end of the EAP Period, subject to the limits specified in the Confirmation and the quotas described in Qure, on the JetBrains Website, or in the Documentation. We may limit Your access to Qure if You exceed the limits of Your Subscription Plan, determined quotas, or internal limits for fair use.

ii) *Subscription Plan.* If You need to change the number of Users You purchased in Your Subscription, You may upgrade Your Subscription Plan at any time by informing JetBrains of Your intention. In that case, the Subscription Plan will be changed starting from the next Subscription Period.

ii) *Automatic Renewals.* Each Subscription Period will renew automatically for an additional Subscription Period, which will start immediately after the end of the then-current Subscription Period, unless You inform JetBrains of Your intention to terminate the Subscription before the end of such current Subscription Period.

iii) *Trial Period*. You may be eligible for an evaluation Subscription (“Trial Subscription”), as described in the Documentation or on the JetBrains Website. The Trial Subscription is free and must be used only to assess whether Qure suits Your needs. You are eligible for one Trial Subscription. Upon expiration of the Trial Subscription, Your access to the Qure will automatically terminate, unless You purchased the paid Subscription. The Trial Subscription is provided “as is” without any warranties, express or implied.

#### **b) Right to use Qure**

You and Your Affiliates authorized by You can use Qure as long as You comply with these Terms, the Documentation, and the limits of Your Subscription. Subject to Your compliance with these Terms and the Documentation, JetBrains grants You, during the Subscription Period but in any case for no longer than the EAP Period, a non-exclusive, revocable, conditional, worldwide right to use Qure as set out in these Terms.

#### **c) Your responsibilities**

You are responsible for:

- i) *Users* – Your and Your Users’ actions and omissions while using Qure. If You become aware that any User breaches these Terms, You must notify Us and immediately revoke that User’s access to Qure;
- ii) *Confidentiality and security* – keeping Your usernames, passwords, or other credentials confidential and secure;
- iii) *Acceptable use* – using Qure in accordance with the Documentation and the JetBrains Products Acceptable Use Policy, which is available at <https://www.jetbrains.com/legal/docs/terms/acceptable-use-policy> (“JetBrains Acceptable Use Policy”);
- iv) *Equipment* – maintaining a suitable internet connection to access Qure. It is also Your responsibility to have access to any hardware and any third-party software needed to run Qure and a browser with compatible data security protocols;
- v) *Your Inputs and Data* – ensuring that You have the necessary rights to submit Inputs to Qure and that such submissions are lawful; deciding on which Data will be accessible to Qure;
- vi) *Outputs* – verifying that the Outputs generated in response to Your Inputs are accurate and suitable for Your purposes. You understand and acknowledge that, while generating Outputs, Qure may operate autonomously and make changes to your source code, execute tests, modify or delete files in Your repositories, execute terminal commands, or perform other similar actions. You are responsible for supervising Qure’s performance and its potential impact on Your operations and/or assets. You are also responsible for maintaining appropriate backups to enable restoration whenever you deem it necessary, and for determining whether such backups are required;
- vii) *Compliance with laws* – ensuring that You and Your Users use Qure according to all applicable laws and governmental regulations. You are also responsible for all legal consequences, such as claims, damages, losses, liabilities, costs, and expenses, that result from Your Inputs, Outputs, or Data. If You become aware that any of Your Inputs, Outputs, or Data breach these Terms or the rights of another person (“third party”), You must notify Us without undue delay.

#### **d) Restrictions**

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

- i) *Steal* – modify all or part of the Qure binaries, or modify, alter, tamper with, repair, or otherwise create derivative works of Qure, unless We give You express permission;
- ii) *Facilitate unauthorized access* – allow unauthorized access to Qure, unless expressly permitted by these Terms;
- v) *Resell or distribute* – resell or otherwise provide Qure or access to Qure to any third party, except if We give You express permission; and

vi) *Hack* – utilize any procedures or tools to bypass Qure’s security, or utilize or allow Qure to be utilized for the purpose of hacking, tunneling, or otherwise gaining unauthorized access to any computer or system. Qure’s functionality is activated only after Your or Your User’s explicit action and/or consent. You agree not to make any changes to the Qure’s code or take any other measures (e.g. blocking it in the browser) that would remove, deactivate, or otherwise hinder or prevent the requirement for such explicit action and/or consent.

More details are included in the JetBrains Acceptable Use Policy.

#### **4. Intellectual Property Rights and Ownership**

##### **a) We own Qure**

We own, or have the right to use, all the proprietary and intellectual property rights to Qure. This includes all 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 Qure 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 Qure are those that are necessary for You to access and use Qure in accordance with these Terms and the Documentation.

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

As between You and Us and to the extent permitted by applicable law, You own the Inputs processed by Qure as well as Data processed with the Inputs, and keep all proprietary rights, including intellectual property rights to them.

Every time You submit an Input to Qure or provide Qure with access to the Data, You confirm that You have the right to submit this Input and/or provide the access to this 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 Qure. You also indemnify Us from any liability relating to these Inputs and Data (see the ‘Indemnification’ Section).

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

The Outputs generated in response to Your Inputs will be considered Your data, and We will not claim any right to, title to, or interest in them. You acknowledge that Outputs are generated as a non-exclusive response to Your interaction with Qure, and therefore, the same or similar Outputs can also be generated for other users of Qure based on their inputs or the context of their use of Qure. You also understand that the Outputs are sometimes a result generated by third-party large language models and, as such, can be subject to third parties’ rights, including open-source licenses.

##### **d) Feedback**

You give Us the right to use, change (‘modify’), commercialize, and incorporate into Qure and/or other JetBrains products any of Your ideas, suggestions, recommendations, proposals, or other feedback relating to Qure. 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 Qure integrates Third-Party Software and that by using Qure You might be using Third-Party Software, a list of which is available at: <https://www.jetbrains.com/legal/third-party-software/>.

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

##### **a) Processing of Your Inputs and Data in Qure**

If You use Qure, You give Us permission to process Your Inputs and Your Data shared by You for the purpose of providing You with Qure. Qure may also automatically select, read, and process some of Your Data in order to understand the context in which it should provide an Output. With respect to features of Qure that by their nature require hosting of Your Data on Our servers (see the Documentation), You give Us permission to host, store, copy,

alter, utilize, parse, and display Your Data in order to provide You with the service. More details about how We process and use Your Inputs, Data, and Outputs are described in the Product Data Collection and Usage Notice available at: [https://www.jetbrains.com/legal/docs/terms/product\\_data\\_collection/](https://www.jetbrains.com/legal/docs/terms/product_data_collection/).

#### **b) Access control**

You give Us permission to use data related to Your use of Qure for the following purposes:

i) *To improve Our products' features based on anonymous usage data* – We have the right to analyze and use anonymized behavioral data related to Your use of Qure for usage analysis and product improvement as described in the Product Data Collection and Usage Notice. The usage data used for this purpose does not include the content of Your Inputs and Outputs.

ii) *For security reasons* – Your Inputs, Data, and Outputs may be monitored by Us or our subcontractors to prevent violation of applicable acceptable use policies and may be stored and used for a limited period. We can access Your Inputs, 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 Qure; 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, Data, and Outputs, and, if these laws apply, We are obliged to comply with them.

#### **c) Restriction on the use of Your Inputs, Data, and Outputs for the training of AI models**

We undertake that We will not use Your Inputs, Data, or Outputs to train any language models that generate code, text, or another type of data from which Your Inputs, Data, or Outputs could be extracted, unless You expressly agree to it.

#### **d) Confidentiality**

We agree that We will keep Your Inputs, Data, and Outputs confidential. We will not disclose them to any third party, We will take commercially reasonable measures to prevent any unauthorized access to them, and We will only use them to provide You with the Qure and to exercise Our rights and comply with Our obligations under these Terms or applicable law, except as expressly permitted in these Terms or by You through Qure. You agree that We may engage third parties to provide a part of Qure that will have access to Your Inputs, Data, Outputs, and Suggestions. When We engage such a third party, We will ensure that it will be bound by substantially the same confidentiality obligation as We are bound to. The confidentiality obligation set out in this paragraph does not prevent Us or third parties engaged by Us from using the same or similar information obtained independently on Your Inputs or Data without a breach of any contractual or other legal obligation.

#### **e) Engagement of external AI service providers**

We reserve the right to use external AI service providers, a list of which is published at <https://www.jetbrains.com/legal/docs/terms/jetbrains-ai/service-providers/> ("AI Service Providers"). You give Us permission to process Your Inputs and Data that We select and to share them with these AI Service Providers for the purpose of providing Qure. We will ensure that all AI Service Providers commit not to use Your Inputs, Data, or Outputs for the training of their AI models at least to the same extent as We commit not to do so under these Terms. You agree that We may engage a new AI Service Provider at any time and update the JetBrains website referenced above.

#### **f) No obligation to store Outputs**

You acknowledge that We are not obliged to store Outputs for any specific period of time unless required by applicable law, and that it is Your responsibility to properly download or otherwise save them.

## 6. Fees and Payments

### a) Subscription fees

You agree to pay Subscription fees based on the pricing described in Qure and/or 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 Subscription Plan.

### c) 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.

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').

### e) Resolution of late payments

To continue using Qure 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 Qure or any of its features; or

ii) suspend Your access to Qure or end these Terms (see the 'Temporary Suspension' and 'Term and Termination' Sections).

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.

## 7. Indemnification

### a) Indemnity

If any claims, damages, losses, liabilities, costs, or fees and similar expenses, including fair ('reasonable') attorney fees, are brought against or incurred by Us or the AI Service Providers connected to Qure, and arise out of or relate to any of the following (each of these is defined as a "Claim"):

i) *Access and use of Qure* – Your or Your Users' access or use of Qure. This includes all activities related to Your authentication and any actions taken by Your Users in relation to Qure;

ii) *Breach of these Terms* – the breach of these Terms (including the JetBrains 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 AI Service Providers 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 ('reserve the right to') take full control of Your defense and settlement at any time.

## 8. IMPORTANT – YOUR RISK AND OUR DISCLAIMERS

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

(WARRANTIES AND REPRESENTATIONS) EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, WE MAKE NO REPRESENTATIONS AND GIVE NO WARRANTIES IN RELATION TO QURE – EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THIS INCLUDES WARRANTIES THAT QURE 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.

(SECURITY) IT IS YOUR RESPONSIBILITY TO IMPLEMENT REASONABLE AND APPROPRIATE MEASURES TO ENSURE THE SECURITY OF YOUR ACCESS TO AND USE OF QURE. IF YOU BECOME AWARE OF ANY VULNERABILITIES IN QURE, YOU SHOULD REPORT THEM TO JETBRAINS WITHOUT UNDUE DELAY.

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

(MAXIMUM LIABILITY) OUR MAXIMUM, OVERALL ('AGGREGATE') LIABILITY RELATING TO THESE TERMS IS LIMITED TO THE GREATER OF FIVE (5) US DOLLARS OR THE AMOUNT THAT YOU ACTUALLY PAID TO US FOR QURE 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 (E.G. TORT, BREACH OF CONTRACT, EQUITY, OR A SIMILAR BASIS) FOR A REMEDY IS INVALID.

## 10. Temporary Suspension

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

- i) *Exceeding the usage limits* – You reached or exceeded the limit of Inputs and/or Outputs that are set by Us for Your usage of Qure (these limits may be subject to change during the EAP Period);
- ii) *Threats* – Your or Your Users' use of Qure might adversely impact or pose a security, privacy, or legal risk to Qure or any of its parts, Us, or another person ('third party');
- 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).

## 11. Term and Termination

These Terms will commence upon their acceptance, as set out in the preamble above, and will continue through the end of the applicable EAP Period determined by JetBrains.

You may terminate these Terms at any time by ceasing all use of Qure, unless otherwise specified in the Documentation.

We may terminate these Terms immediately at any time for convenience (including by no longer designating Qure as a part of an EAP). JetBrains may notify You of any such termination by posting the information on the JetBrains Website or by sending an email to the email address You provided.

Upon expiration or termination of these Terms by You under this Section, Sections 4(a), 4(d), 4(e), 7, 8, 9, and 14 of these Terms will remain in effect.

For the avoidance of doubt, should You continue using the non-EAP versions of Qure after the expiration or termination of these Terms or the applicable EAP Period, the applicable terms and conditions for Qure will apply.

## 12. 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; or
- iii) by registered mail, 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; or

ii) by sending an email to the email address You provided to Us. 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.

### **13. 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 Qure, 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.

### **14. 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 Qure in accordance with the JetBrains Acceptable Use Policy. 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 Notice at <https://www.jetbrains.com/legal/docs/privacy/privacy/>.

#### **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 their 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.

#### **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 Qure and how it is offered to You. If this happens, We will update the Terms on the JetBrains Website. We may additionally let You know about such changes in the Terms either by:

i) Displaying them to You in Qure; or

ii) Sending the updated version of the Terms to the email address which You provided to Us.

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.

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

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.