

JetBrains Marketplace Content Moderation Policy

Version 1.0, effective as of February 17, 2024

JetBrains Marketplace is a platform where users can upload or download plugins to JetBrains products or other content created either by JetBrains or by third-party developers and share their experience with such plugins or other content through user reviews and ratings. In order to promote a positive, safe, and secure experience for all users of JetBrains Marketplace, its users must comply with certain rules described in this JetBrains Marketplace Content Moderation Policy.

This JetBrains Marketplace Content Moderation Policy ("Policy") applies to all users of JetBrains Marketplace ("Marketplace Users" or "You"). This Policy defines inappropriate Content and establishes the procedures through which JetBrains ("We," "Us", or "Our") moderates the inappropriate Content.

This Policy applies to any content such as plugins, ratings, reviews, educational courses, extensions, applications, widgets, or other software designed to work with JetBrains products and services ("Content") uploaded or posted by Marketplace Users on JetBrains Marketplace.

This Policy does not apply to reporting technical and security issues.

1. Unacceptable Content on JetBrains Marketplace

This section states what type of content is unacceptable on JetBrains Marketplace. Plugins are subject to additional rules described in the JetBrains Marketplace Approval Guidelines available at <https://plugins.jetbrains.com/legal/approval-guidelines>. While We value the opinions of all Marketplace Users and support the freedom of expression, the following Content is not allowed on JetBrains Marketplace:

- (a) **Harmful Content.** This includes any Content or functionality that compromises the integrity, performance, or security of JetBrains products, for example, by hacking Our services. This also includes Content harmful to Marketplace Users, such as viruses, trojan horses, or any other harmful code, or links or instructions to download such harmful Content.
- (b) **Illegal Content.** This includes Content that is contrary to applicable law, regulations, or governmental policies in ways not expressly covered by this Policy.
- (c) **Content Infringing Intellectual Property Rights.** This includes Content that infringes others' intellectual property rights (including trade secrets, copyright, trademarks, service marks, patents, and moral rights).
- (d) **Privacy-Violating Content.** This includes any Content or functionality that compromises Content users' privacy or personal data in a manner contrary to legal regulations, for instance, by accessing personal data without authorization, collecting personal data without appropriate legal basis, or using personal data in an unauthorized or illegal way.
- (e) **Harassment, Vulgarity, and Hate Speech.** This includes Content that contains malicious or vulgar language, harassment of individuals or specific groups, or incitement, engagement in, or encouragement of abuse, violence, hatred, or discrimination against any person or group.
- (f) **Fraudulent or Deceptive Content.** This includes Content that promotes fraudulent schemes, scams, or phishing attempts or makes false statements about individuals or companies with the intent to harm their reputation.
- (g) **Spam.** This includes unsolicited commercial posts unrelated to the main Content, which often appear to be written by bots. The posts that We qualify as spam typically contain unrelated advertisements, links to malicious websites, random comments, or Content copied from elsewhere.
- (h) **Irrelevant Content.** This includes Content such as solicitations of funding in other ways than described in the Documentation available at <https://plugins.jetbrains.com/docs/marketplace/best-practices-for-listing.html#donations>, reviews that are off topic, including discussions about politics or religion, or advertisements, or do not address products, their features or qualities, or the vendor's performance when offering or selling those products. This also applies to reviews that assess the vendor's qualities outside the business-to-consumer context, such as social responsibility, employment conditions, taxation, market leadership, ethical aspects, and, in specific cases, the business

model of the plugin.

(i) **Manipulation.** This includes reviews that were obtained in a manipulative way, for example, by incentivizing Marketplace Users to write a positive review in exchange for a discount.

(j) **Inappropriate Interaction With Minors.** This includes Content that aims at harming minors or interacting inappropriately with people under 13 years of age.

2. Reporting Content That Violates This Policy

JetBrains Marketplace offers the following features through which You can easily report unacceptable Content.

(a) **How to Report a Plugin.** If You stumble upon a plugin that You believe violates this Policy, please report it. To do so, go to the plugin You would like to report and select '*Report Plugin*'. Then, You will be redirected to a web form where You can provide Us with all the necessary information.

(b) **How to Report a Review.** If You stumble on a review that You believe violates this Policy, please report it. To do so, go to the review You would like to report and select '*Report as inappropriate*'. Then, You will be redirected to a web form where You can provide Us with all the necessary information.

(c) **How to Report Content Other than Plugin or Review.** If You want to report Content other than reviews or plugins, please use the '*Report*' button that You can find at the bottom of the page where the respective content is located.

After reporting Content, You will receive a confirmation of receipt.

3. How We Handle Inappropriate Content

When We discover that Content placed on JetBrains Marketplace is illegal or inappropriate as specified in this Policy, We decide on further actions such as its removal, temporary or permanent suspension of its accessibility to other Marketplace Users, or the blocking of access to such Content from certain locations. Following Our decision on the inappropriate Content, We will promptly notify the Marketplace User who uploaded or posted the Content and, if Our action was based on such reporting, the Marketplace User who reported the Content.

4. How We Handle Repeated Violations or Misuse of This Policy

(a) **Repeated Violations.** If You repeatedly violate this Policy, We may suspend Your ability to post Content on JetBrains Marketplace for a period of 30 days. After this period, Your ability to upload or post content will be reinstated. However, if You continue to post Content that violates the Policy, the functionality of posting content may be suspended permanently. If You object to the deletion of Your Content or to the suspension of the functionality of posting content, You may take action according to Section 5 of this Policy.

If You repeatedly post spam content as defined in section 2.1 of this Policy, We will investigate to determine whether Your account is being used solely for spamming purposes. We assess various factors, such as whether Your account exhibits normal activity, for example, posting content that does not qualify as spam. If no such legitimate activities are found, Your JetBrains account will be deleted.

(b) **Repeated Misuse of This Policy.** If You frequently report Content that, upon Our evaluation, does not breach Our Policy (for example, You, as a vendor, report all negative reviews of Your plugin that are otherwise compliant with the Policy), You will receive a warning. Continued misuse may lead to the suspension of the processing of Your reports for 30 days.

(c) **Repeated Misuse of the Complaint-Handling Mechanism.** If You frequently submit complaints that, upon Our evaluation, are manifestly unfounded, You will receive a warning. Continued misuse may lead to the suspension of the processing of Your complaints for 30 days.

5. How You Can Object to Our Decisions

If You disagree with Our decision about any action with respect to Content that You posted or uploaded on JetBrains Marketplace or that You reported to Us, or if You disagree with Our decision to suspend or block Your account's ability to use JetBrains Marketplace, You have the following options:

(a) Filing a Complaint Against Our Decision. You have the right to lodge a complaint against that decision and We have the obligation to review Our decision. If You want to use this right, send Your complaint to legal@jetbrains.com within 6 months of the date of the decision. In Your email, include the following details:

- the decision number (provided in the notification about the decision);
- a clear explanation of why You believe Our decision was incorrect;
- optionally, any supporting evidence, such as screenshots or documents, that We should consider within the review (for example, proof of Your ownership of intellectual property rights, etc.).

Upon receiving Your complaint, We will send You a confirmation of receipt. We may also request additional information if necessary for review of Your Complaint. The decision will be reevaluated by a different person with appropriate qualification who was not involved in the original decision-making process. After Our review of Your complaint, We will inform You of the outcome and provide a justification for the decision.

(b) Out-of-court Dispute Settlement. You have the right to select any out-of-court dispute settlement body that has been certified under the applicable law of the European Union to resolve disputes between online platforms and recipients of their services. You can use this procedure to resolve any dispute related to all Our decisions under this Policy, including the decisions about Your complaints.

The options described above do not deprive You of Your right to seek a remedy through a standard legal procedure.