JetBrains Cloud-Based Product Acceptable Use Policy

Version 1.1, effective as of April 6, 2021

We hope you are enjoying your JetBrains products!

In order to keep JetBrains cloud-based software tools (such as cloud-based versions of Space, YouTrack, Datalore, Code With Me, and TeamCity) ("**Products**") running smoothly, safely and securely, JetBrains s.r.o. and companies controlling, controlled by, or under common control with JetBrains s.r.o. (collectively "**JetBrains**", "**we**") needs to make sure that these Products are used fairly and are not misused by you ("**User**", "**you**"). This policy explains, in addition to the relevant Product terms and conditions, what we consider unfair and unacceptable use of a Product, what we consider inappropriate Content, and how we can exercise our rights. By "**Content**" we mean any information, data, code, text,, articles, images, photographs, graphics, software, or designs that are featured, displayed, stored, or otherwise made available by or to you in a Product. In this document, unless we state otherwise, the word 'including' always means without limitation (i.e., there may be other instances).

You must not use a Product in a way that is unfair or unacceptable, or that involves inappropriate Content, in each case as determined by JetBrains.

1. Unfair Use

Unfair use of a Product includes:

(a) Compromising the integrity, performance, or security of a Product, our systems, or infrastructure in any way. This includes uploading or transmitting any data that contains or redirects to a harmful component or technology, such as a virus, trojan horse, or anything similar, that accesses, downloads, impedes, or otherwise interacts with the Product in an unauthorized or illegal way.

(b) Circumventing any security or authentication measures, including hacking our services or gaining unauthorized access to any computer or network. We expect you to prevent unauthorized access to the Product and keep passwords and other authentication credentials secure.

(c) Imposing an unreasonable load on our infrastructure by exceeding the parameters described in the Product documentation, using an unreasonable amount of JetBrains resources, or using JetBrains-related automated systems in an unreasonable way. This includes mining cryptocurrency and other automated processes relating to cryptocurrency.

(d) Intercepting any transmission to or from a Product or JetBrains-related network server.

(e) Uploading or distributing data that you do not own or have permission to use.

An attempt to do any of these things is also unacceptable, as is encouraging or permitting any third party to do so.

2. Unacceptable Behaviour and Inappropriate Content

Using a Product or sharing Content as described below is unacceptable:

(a) Contrary to applicable law, regulations, or governmental policies.

(b) Infringing or violating the rights of others, including others' intellectual property rights (including trade secrets, copyright, trademarks, service marks, patents, and moral rights), their privacy, or their right to use the Products.

(c) Contrary to community standards, without respect for community participation, or in a malicious manner. Inciting, engaging in, or encouraging abuse, violence, hatred, or discrimination is not acceptable, nor is language deemed by JetBrains as malicious.

(d) Harming minors or interacting inappropriately with people under 13 years of age.

(e) Misrepresenting yourself or your right to use a Product, or acting or using Content in a fraudulent or deceptive manner. This includes misrepresenting your user rights (e.g., impersonating an 'admin' user) or impersonating another person.

(f) Advertising, promoting other products, or sending unsolicited communication to other users, including "phishing" or "spoofing" emails.

(g) Accessing and/or using Products in any way other than as intended by us and described in the Product documentation. This includes unauthorized scraping, creating bulk accounts, or similar use of the Products not authorized by JetBrains.

(g) Using a Product or sharing Content you do not own or have a right to use or share.

(h) Use or sharing which constitutes, supports, or instructs others to engage in an unacceptable use of a Product.

Any Content that involves or encourages any of these things is also inappropriate.

3. What can we do to enforce this Policy?

If we believe that you or a third party has breached this policy, we can exercise our rights against the breaching party under the relevant Product terms and conditions. This means, without limiting any other remedies available to us, that we can temporarily suspend or permanently cancel your Product subscription and your ability to use the Product. We will notify you if we do so.

If you come across any content or behavior violating this policy, please contact us using the information here: www.jetbrains.com/support or ethics@jetbrains.com.