

JETBRAINS COMMUNITY EDITION TERMS

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IMPORTANT! READ CAREFULLY:

THESE TERMS APPLY TO THE JETBRAINS INTEGRATED DEVELOPMENT ENVIRONMENT TOOLS CALLED ‘INTELLIJ IDEA COMMUNITY EDITION’ AND ‘PYCHARM COMMUNITY EDITION’ (SUCH TOOLS, “COMMUNITY EDITION” PRODUCTS) WHICH CONSIST OF 1) OPEN SOURCE SOFTWARE SUBJECT TO THE APACHE 2.0 LICENSE (AVAILABLE HERE: <https://www.apache.org/licenses/LICENSE-2.0>), AND 2) JETBRAINS PROPRIETARY SOFTWARE PLUGINS PROVIDED IN FREE-OF-CHARGE VERSIONS WHICH ARE SUBJECT TO TERMS DETAILED HERE: <https://www.jetbrains.com/legal/community-bundled-plugins>.

“JetBrains” or “we” means JetBrains s.r.o., with 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.

“You” means any Organization or natural person using a Community Edition product in accordance with these terms, where “Organization” includes any corporation, company, partnership, association, or other entity that controls, is controlled by, or is under common control with you. For the purposes of this definition, “control” means (i) the power, directly or indirectly, to direct or manage such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

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Personal Data Collected – For the above purposes, we may collect, among other things, your IP address, JetBrains Account username, JetBrains Account password, first name, last name, and email address.

Anonymous Data – On installation and execution, the Community Edition product may send us certain information, which will not contain any personal data, including product version, product edition, and information about the operating system where the Community Edition product is installed. A unique ID, which does not contain any personal data, is also used to distinguish instances. The Community Edition product can check for available updates, as well as available updates for plugins or components. In addition, you can opt in to further anonymous data processing. If you do so, the Community Edition product may electronically send anonymous information to us related to your usage of the product features. This further information may include, but is not limited to, frameworks, file templates being used in the IDEs, actions invoked, and other interactions with product features. This information will not contain your source code, your personal data, information about your JetBrains Account, or subscription information.

Accidentally Sent Information – We are not responsible for any processing of personal data you accidentally send to us.

Feedback – You have no obligation to provide us with ideas, guidance, suggestions, proposals, or bug reports (“Feedback”). However, if you submit Feedback to us, then you grant us a non-exclusive, worldwide, royalty-free license that is sub-licensable and transferable, to make, use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, modify, or publicly perform the Feedback in any manner without any obligation, royalty, or restriction based on intellectual property rights or otherwise.

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Export Compliance – You must comply with all applicable laws and regulations with regard to economic sanctions, export controls, import regulations, restrictive measures, and trade embargoes, including those of the European Union and the United States of America.

Reservation of Rights – We reserve the right at any time to cease provision of or alter features, specifications, capabilities, functions, terms of use (including this document), release dates, general availability, or other characteristics of Community Edition products.

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 this Agreement undertake to use best commercial efforts to amicably settle any disputes arising hereunder (“Dispute”). Should the parties to this Agreement 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; provided that if you are a consumer, you and JetBrains 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).

EAP – you may elect to use Early Access, Beta, or Nightly versions of a Community Edition product under the JetBrains Early Access Program (“EAP”). This allows you to try pre-release versions and to evaluate newly planned features. Such use is subject to the JetBrains EAP User Agreement available at https://www.jetbrains.com/legal/docs/toolbox/user_eap.html. If you cease to use EAP products but continue to use the Community Edition, such use will continue to be governed by these terms.

Opportunity to review – You declare that you have had sufficient opportunity to review these terms, understand the content of all of its clauses, negotiate its terms, and seek independent professional legal advice in that respect before entering into it. Consequently, any statutory “form contract” (“adhesion contract”) regulations shall not be applicable to these terms.