

# JetBrains Academy - Terms of Service

Version 1.1, effective as of 1st May 2020

**IMPORTANT!**

**READ CAREFULLY:**

**THIS IS A LEGAL AGREEMENT. BY CLICKING THE “I AGREE” (OR A SIMILAR) BUTTON THAT IS PRESENTED TO YOU AT THE TIME OF YOUR PURCHASE OR CREATING A STUDENT ACCOUNT, OR BY OTHERWISE USING THE JETBRAINS ACADEMY SERVICE, YOU ARE BECOMING A PARTY TO THIS AGREEMENT. YOU DECLARE THAT YOU HAVE THE LEGAL CAPACITY TO ENTER INTO SUCH AGREEMENT AND YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET OUT BELOW.**

## Parties

These Terms are between:

“**JetBrains**” or “**we**” means JetBrains s.r.o., having its principal place of business at Na Hrebenech II 1718/10, 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, and

“**Customer**” or “**you**” means any individual (that is, not a corporation, company, partnership or association or other entity or organization), who is permitted to use or access the Services while you are enrolled as a Student or Prospective Student, and you are at least 13 years old with sufficient legal capacity to enter into this Agreement.

## Definitions

**Academy** means the educational environment consisting of Educational Content and the Content made available through the Educational Platform;

**Academy website** means [www.jetbrains.com/academy](http://www.jetbrains.com/academy), including all subdomains;

**Content** means, irrespective of the party who posts or uploads it, all content that is not Educational Content, including any audio, video, text, images or other material that you display, upload, import or otherwise create in connection with the Academy, Service or Educational Content. It includes solutions to problems, code created by you and comments you post;

**Educational Content** means interactive educational content, including but not limited to theoretical materials, multiple choice quizzes and programming assignments, made available to you through the Academy in connection with the Services;

**Educational Platform** means the third-party, on-line training platform available at <https://hyperskill.org/>, owned and operated by Stepik Technologies s.r.o. (“**Stepik**”) and you will be required to accept Stepik’s Terms of Use, available at <https://hi.hyperskill.org/terms>, in order to create a Student Account and use the Academy;

**Enrolment Period** means a period of at least 7 days, starting from the day access to your Student Account is granted to you and continuing until either (i) you cancel your enrolment, (ii) your credit card cannot be charged or (iii) these Terms expire or are terminated;

**JetBrains Account** means a valid JetBrains customer account, available at <https://account.jetbrains.com>, held in your name;

**Personal Data** means any information relating to an identified or identifiable natural person;

**Services** mean making the Academy available to Students and Prospective Students;

**Student Account** means a user account created on the Educational Platform;

**Student Card** means login credentials or other authorization to start using the Services;

**Terms** mean these terms of service;

**Tuition Fee** means the monthly subscription fee for the Services and Academy, and in the amount as specified on the Academy Website. This fee includes access to the Educational Platform, but does not include fees payable for any other service offered through the Educational Platform; and

**User** means a Student and/or a Prospective Student.

## **Enrolment in the Academy**

### **Types of Accounts**

You can access and use the Services as a:

- ‘Student’, which means that you have created a Student Account, paid the Tuition Fee, received your Student Card and are able to access Educational Content during the Enrolment Period.
- ‘Prospective Student’, which means that you have created a Student Account, have received a Student Card, but you have not paid any Tuition Fee, and are only able to access the Educational Content for no more than a 7-day trial period, unless said trial period is extended by JetBrains, solely for the purposes of evaluating the Educational Content and Services (“**Trial Period**”).

### **Prospective Student Restrictions**

If you are a Prospective Student, as well as being bound by these Terms, you understand and agree that after the Trial Period, you will automatically become a (paying) Student, unless you cancel your Student Account before the end of the Trial Period or the Trial Period is extended. At the end of the Trial Period, you authorize us to charge your payment card automatically on a monthly basis for an amount equal to the Tuition Fee applicable at the time the charge is made.

### **Your Student Account**

To start using the Services either as a Student or Prospective Student, you must create a Student Account on the Educational Platform. You must provide accurate, current, and complete information and it is your responsibility to maintain and update your information and ensure that it is accurate, current, and complete at all times. If any information provided by you is untrue, inaccurate, not current, or incomplete, we or Stepik reserve the right to suspend or terminate your access to the Educational Content, Services and/or Student Account without any refund. You must keep your Student Account secure and not share access to your Student Account, including passwords, with any third party. You must not set up multiple Student Accounts.

### **Your JetBrains Account & Orders**

To place and complete an order, you must create a JetBrains Account, if you do not already own one. You, and not any other person, must complete an order through your JetBrains Account. If someone else will complete the order or buy the Services on your behalf, please contact us at [support@hyperskill.org](mailto:support@hyperskill.org). We reserve the right to refuse to accept any order.

### **Delivery**

After your order is placed and your payment has been processed and we have received your Tuition Fee, we will make the Service available to you through your Student Account by sending you your Student Card. This may take several days. It is your responsibility to have suitable hardware, software and an internet connection to access your Student Account and the Services.

## **Using the Academy’s Services**

As a Student or a Prospective Student, you are permitted to access, use and display the Services solely:

- on the basis of a limited, revocable, worldwide, non-exclusive, non-transferable right to use;
- for the Enrolment Period or the Trial Period as applicable;

- for educational, non-commercial purposes; and
- as necessary and to the extent required to use the Educational Content for the purposes of self-education.

You are not permitted to, in relation to the Academy:

- **Licensing** - sell, redistribute, assign, encumber, give, lend, rent, lease, sublicense, or otherwise transfer any aspect of the Educational Platform, Educational Content and/or Content;
- **Restricted use** - reverse-engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Educational Platform or create derivative works from the Educational Platform;
- **Multiple Logins** - login in simultaneously from multiple devices, or manipulate identifiers in order to disguise the origin of any communication transmitted through the Academy;
- **Non-educational use** - exploit for any commercial purpose any part of the Academy or Services, including any Educational Content or Content;
- **Add-Ins** - use, or allow the use of, automated, electronic, or third-party access to the Academy or Services, including robots, crawlers, browser plug-ins, browser extensions, spiders, or scripts;
- **Scrape** - manually, or through any automated means, extract, scrape or harvest data from any part of the Academy or Services;
- **Interference** - interfere with or disrupt the Services, any servers or networks providing the Services, or the ability of other users to access or use the Services; and
- **Laws** - violate any applicable laws, regulations, or rules.

## Academy Services

### Student Behaviour

As a condition to using the Services:

- you will be respectful towards other users, not use foul or explicit language or otherwise cause offense to others in connection with the Academy, Services, Content and Educational Content;
- your answers to homework, quizzes, and exams will be your own work (except for assignments that explicitly permit collaboration);
- you will not share your solutions to homework, quizzes, or exams with anyone else unless explicitly permitted to do so by JetBrains in the Educational Platform or via support@hyperskill.org. This includes anything written by you, as well as any official solutions made available to you in the Academy;
- you will not engage in any other activities that will dishonestly improve your results or dishonestly improve or damage the results of others; and
- if you post reviews of the Academy, the Service or the Educational Content, you must do so in good faith after a reasonable evaluation of the Academy, Service or Educational Content.

### Availability

The Academy and Services may not be available at all times or with complete functionality. We will do our best to notify you of reasonably foreseeable unavailability and limitations in functionality. You agree that we can modify, limit, suspend or discontinue your access to all or part of the Academy or the Service at our discretion.

### Registered Education Services

You understand that the Services are not registered or otherwise licensed as education services in your country and that you must not use the Services if doing so would require them to be so registered.

### Certificates

You understand that you are not entitled to any certificate, validation or similar confirmation that you are enrolled, completing or have completed study within the Academy or have used the Services.

### Educational or other Student's Content

We are not responsible for the Educational Content or Content made public or communicated to you by other students in the Academy, including any 'comments' or similar communication function provided in connection

with the Services. You are responsible for determining the accuracy, truthfulness, currency and suitability of the Educational Content and any Content. We are not responsible for your reliance on that information, despite any acknowledgement, display, use or endorsement by us. We do not own other students' Content.

#### **Student Records**

You understand that we are not responsible for keeping records relating to your use of all or part of the Services or Educational Content, except as required by law. This includes records of your Student Account, all or part of the Educational Content or any Content.

#### **Codepoints**

Codepoints can only be obtained by a Student or Prospective Student completing designated tasks, which are made available and assessed at our discretion. You understand and agree that Codepoints are not legal tender, a form of currency, voucher, prize nor otherwise have any value, and you cannot purchase, exchange or barter Codepoints. You can only use Codepoints in the Academy for the functionality expressly made available to you. This functionality is made available, and will be provided to you, at JetBrains' sole discretion, including modification of the functionality or disabling it altogether, irrespective of the Codepoints you hold. If this Agreement and/or a Tuition Period ends or is terminated, or you fail to pay the Tuition Fee, you understand that you forfeit all your accrued Codepoints.

### **Paying for Tuition**

#### **Tuition**

You are responsible for paying the Tuition Fee, which is a condition of your use of the Services. The Tuition Fee is a monthly subscription, which is automatically renewed at the end of every month. You will be charged for each month in advance.

#### **Card Payments**

You must pay the Tuition by providing a valid debit or credit card that is at all times owned by you, or which you are legally permitted to use. You authorise us to charge your payment card automatically on a monthly basis for the full amount of the Tuition.

It is your responsibility to make sure that the payment card has sufficient funds or credit available to pay the Tuition, provide accurate and complete card information and to make sure that there are no restrictions on the card preventing regular payment. You can cancel your card authorisation at any time before the end of the month through the JetBrains Account. Your cancellation will be effective from the start of the next month and no refund will be provided for the period before the cancellation is effective.

#### **Tax**

The Tuition excludes any taxes, duties, levies imposed in the Customer's jurisdiction, including any value-added tax, sales or withholding tax. If these amounts are payable, you are solely responsible for paying these amounts and all associated liabilities.

#### **Refund**

All references to refunds under these Terms are subject to relevant law. If you are a citizen of the EU, you may seek a full refund within 14 days of the Service being made available to you. All other references to refunds under these Terms are subject to relevant law.

#### **JetBrains Payment Terms**

All payments under these Terms are subject to JetBrains Terms and Conditions of Purchase <https://www.jetbrains.com/store/terms/index.html>, except to the extent these Terms expressly state the contrary.

#### **Sales and other support**

If you have any questions relating to your Tuition or any other question related to the purchase of the Services, please contact the JetBrains sales team at [sales@jetbrains.com](mailto:sales@jetbrains.com)). For all other questions relating to the Academy,

Student Account or Educational Content, please contact Stepik support at [support@hyperskill.org](mailto:support@hyperskill.org).

## **Intellectual Property**

### **Our Intellectual Property**

We own (or someone designated by us, owns) all the intellectual property rights, including any trade secrets, copyright, trademarks, patents or other unregistered intellectual property rights, in the Academy and Services. This includes all source and object code, the Educational Content and design, as well as any artificial learning algorithms utilised by the Academy. Except as expressly set out in these Terms, all such rights are reserved and you cannot use them without our permission. Any new intellectual property rights created in the Academy by your access or use of the Service and/ or Educational Content, but excluding any user Content, will be owned by us. If requested, you will take all steps to ensure transfer of ownership of any new intellectual property rights or, if not possible, you grant to us (or an entity designated by us) an irrevocable, unconditional, worldwide, royalty-free, exclusive license to the new intellectual property.

### **Your Intellectual Property**

You own all relevant rights to your intellectual property that existed before you agreed to these Terms. Except as expressly set out in these Terms, all such rights are reserved.

### **User Content**

You are aware that you may provide Content during your use of the Services. By doing so, you grant to us and other users of the Academy, an irrevocable, unconditional, worldwide, royalty-free, sublicensable, and transferable license to use your Content to provide and to improve the Services and/or the Academy and to display and use such Content within the Academy. You must always hold the right to use your Content and you indemnify us for all losses that we incur if your Content infringes or allegedly infringes on a third party's intellectual property rights.

### **Feedback**

If you provide us with suggestions, proposals or bug reports in relation to the Services, you also grant us and Stepik an irrevocable, unconditional, worldwide, royalty-free, sublicensable, and transferable license to use, sell, display, modify and distribute these suggestions or proposals.

## **Warranties & Liability**

**CUSTOMER'S RISK.** THE ACADEMY, SERVICES AND CONTENT ARE PROVIDED TO THE CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE ACADEMY, SERVICES AND EDUCATIONAL CONTENT IS AT THE CUSTOMER'S OWN RISK. THIS INCLUDES RESPONSIBILITY FOR ANY CONTENT, INFORMATION AND DATA OBTAINED OR ACCESSED THROUGH THE ACADEMY, SERVICE AND/OR CONTENT.

**NO WARRANTIES.** TO THE EXTENT PERMITTED BY LAW, NEITHER JETBRAINS NOR ITS AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, AND EMPLOYEES ("JETBRAINS PARTY"), MAKE ANY WARRANTY REGARDING THE ACADEMY, SERVICES OR EDUCATIONAL CONTENT, INCLUDING THEIR USE OR PERFORMANCE. EACH DISCLAIMS ALL REPRESENTATION, WARRANTIES AND CONDITIONS, TO THE EXTENT PERMITTED BY LAW, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THIS DOCUMENT IS NOT INTENDED TO ABROGATE ANY RIGHTS A CUSTOMER MAY HAVE UNDER APPLICABLE LAW.

**DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANY JETBRAINS PARTY BE LIABLE TO A CUSTOMER, CUSTOMER'S AFFILIATES OR THIRD PARTY FOR: (A) ANY LOSS OF USE, DATA, GOODWILL OR PROFITS, WHETHER OR NOT FORESEEABLE; (B) ANY LOSS OR DAMAGES TO THIRD PARTY PROPERTY, INCLUDING ANY DEVICES USED FOR OPERATION OF THE SERVICES, AND IN CONNECTION WITH TERMINATION OR SUSPENSION OF CUSTOMER'S ACCESS TO THE SERVICE; OR (C) ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES. THIS INCLUDES LOSSES BASED ON ANY THEORY OF

LIABILITY OR ARISING FROM ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S USE OF OR ACCESS TO THE SERVICES.

**LIMITATION OF LIABILITY.** THE JETBRAINS PARTIES' TOTAL LIABILITY IN ANY MATTER ARISING OUT OF OR IN RELATION TO THESE TERMS WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR SERVICES UNDER THESE TERMS.

## **Third Party Rights**

### **Third Party Software**

The Academy may contain materials, components, code and libraries that are licensed by third parties to us or to someone designated by us. This includes open-source software. A list of third-party material is available with the product documentation. You are aware that your use of the Services may be subject to restrictions imposed by these third parties.

### **Copyright Notices**

You will obey all copyright notices or restrictions in connection with the Academy, Services or Educational Content and you must not delete or modify any attributions, legal or proprietary notices, whether these relate to us, our licensor(s) or a third party.

## **Public Sharing & Privacy**

In connection with your use of the Services, we and our associated companies will process Personal Data of you as a Customer, in particular, your contact and identification details, data about your usage of our Services, and information about your subscription and Tuition Fee payments, for the following purposes:

- a) To provide you with our Services or information;
- b) To protect JetBrains from piracy and unlawful use of our Services;
- c) To improve JetBrains' offerings based on usage data;
- d) For our internal records and to protect our rights and interests and those of other users;
- e) To promote and market our software and services; and
- f) To fulfil legal duties stipulated by accounting, taxation, and other laws.

You may object to the processing of your Personal Data for the purposes of b) through e) at any time. More detailed information about Personal Data processing for the above-mentioned purposes and about your rights can be found in the Privacy Policy.

For the above purposes, JetBrains may collect, among other things, your IP address, JetBrains Account username, your full name (first and last name), your email address and subscription information (current status and "valid till" date, but not your credit card and other billing information).

When you use our Services, we may collect some of your Personal Data, such as your name, email address, IP address and information related to your participation in learning activities.

JetBrains is not responsible for any processing of Personal Data accidentally sent to JetBrains by the Customer.

You shall keep your Personal Data up to date, update the information, or if any inconsistencies arise report such inconsistencies to JetBrains.

### **Public Sharing**

You understand that you can provide information about the Services when using the Services that JetBrains may publicly display or share through social media for marketing purposes. We try to limit the sharing of such information to authorized users of the Academy, but we are not responsible for such information or its use by third parties

once it has been shared. You are responsible for not sharing information that you would not want made public, including on your Student Account or via social media.

### **Privacy Policy**

By enrolling, using the Services and taking any courses at the Academy or making use of any other Educational Content, you agree that we may collect, store, use, share, and/or process certain information about you and your interaction with the Academy. Your information will be treated in accordance with JetBrains Privacy Policy <https://www.jetbrains.com/company/privacy.html> (“Privacy Policy”).

## **Term & Termination**

### **Term**

These Terms start once you accept them. These Terms end when (i) you cease to pay the Tuition Fee, or (ii) these Terms are cancelled by you or us, or (iii) we exercise our rights to discontinue the Services.

### **Termination by You**

You can terminate these Terms at any time by (i) cancelling your card authorization via your JetBrains Account, (ii) emailing [sales@jetbrains.com](mailto:sales@jetbrains.com) and requesting cancellation of the Service or (iv) submitting a data deletion request under relevant law. Your termination of these Terms will be effective from the start of the next month, unless a shorter period is required by relevant law.

### **Termination by Us**

We can terminate these Terms if (i) you breach these Terms in any way and you have not corrected the breach within 30 days of us requesting you to do so; (ii) we decide to cease providing the Service, Academy or any Educational Content, after giving you 30-days notice; (iii) immediately if we believe that we are required to do so by law.

### **Suspension**

We can also immediately suspend or have suspended, as applicable, your Student Account, JetBrains Account or access to the Services, if (i) we are required to notify you of anything in the above paragraph (“Termination by Us”), (ii) if you breach your payment obligations, or (iii) if we reasonably believe that use of your Student Account, JetBrains Account or the Services is unauthorized or fraudulent, or information provided by you is incomplete, inaccurate, legally invalid or unverifiable. We will make reasonable effort to notify you before taking any such action.

### **Consequences of Termination**

Upon termination, you will no longer have access to the Academy, Services or your Student Account. You are responsible for making copies of any user Content that you wish to keep.

## **Other Documents**

By accepting these Terms, you are also accepting these other documents:

- JetBrains Privacy Policy <https://www.jetbrains.com/company/privacy.html>
- JetBrains Account Agreement [https://www.jetbrains.com/legal/agreements/jetbrains\\_account.html](https://www.jetbrains.com/legal/agreements/jetbrains_account.html)
- JetBrains Terms and Conditions of Purchase <https://www.jetbrains.com/store/terms/index.html>

## **General Terms**

**These Terms.** These Terms, as well as the other documents listed in the paragraph above (“Other Documents”), form the entire agreement between you and us in relation to its subject matter, which supersedes any prior agreement between you and JetBrains regarding the Academy, Services or Educational Content.

**Changes to Service.** You agree that we can, at any time, cease support of the Academy or Services and change features, specifications, capabilities, functions, release dates, general availability or other characteristics of the Academy, Services or Educational Content. We will make reasonable effort to notify you before taking any such action.

**Changes to Price.** You agree that we can change the Tuition Fee. We will make reasonable effort to notify you before taking any such action. Any increase in Tuition Fee will be effective from the start of the next calendar month. If you do not wish to continue using the Services after a price increase, you can cancel your enrolment any time before the price increase and your cancellation will be effective from the start of the following month.

**Changes to Terms.** You agree that we can update or modify these Terms from time to time, including any Other Documents. If a revision meaningfully reduces your rights, we will use reasonable efforts to notify you by either (i) sending an email to the email address in your Student Account or JetBrains Account, (ii) posting on our blog or (iii) via the Academy or Service. If these Terms are modified, the modified version will be effective from the start of the next month. In this case, if you object to the updated Terms, you must cancel your enrolment.

**Communication.** If we are required to send you a notice under these Terms, we can send that notice to you via (i) the email address associated with your Student Account or JetBrains Account, (ii) registered or express courier, or (iii) personal delivery. We will regard the notice as delivered (i) on the day the notice is sent via email, (ii) 5 days after deposit in registered mail or one day after deposit with an express courier, or (iii) immediately on personal delivery.

**Severability.** If any particular term is not enforceable, the unenforceability of that term will not affect any other terms of these Terms.

**Interpretation.** Headings and titles in these Terms are for convenience only and do not affect interpretation. All references to time in these Terms will be Central European Time.

**No Waiver.** Any waiver of our rights under these Terms must be in writing and signed by us.

**Governing Law.** These Terms are governed by the laws of the Czech Republic, without regard to conflict of laws principles. You agree that any litigation relating to this Agreement may only be brought in, and will be subject to the jurisdiction of, any competent court of the Czech Republic. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

**Disputes.** If there is a dispute under these Terms, the parties will use their best efforts to settle the dispute amicably. Should the parties fail to settle a dispute amicably, either party has the right to submit a dispute for an out-of-court resolution to the Czech Trade Inspection Authority.

## **Important notices**

### **Adhesion Contracts**

By agreeing to these Terms, you are confirming to us that:

- you have had sufficient opportunity to read, review and consider these Terms;
- you understand the content of each paragraph of these Terms;
- 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 will not apply to these Terms.

### **Children & Minors.**

If you are younger than 13 years old, you cannot agree to these Terms or use the Services.

If you are under 18 years of age, by agreeing to these Terms you are confirming that:

- either you have legal capacity to enter into these Terms, or that you have valid consent from a parent or legal guardian to do so; and
- you understand the JetBrains Privacy Policy <https://www.jetbrains.com/company/privacy.html>

**IF YOU DO NOT UNDERSTAND THIS SECTION, DO NOT UNDERSTAND THE JETBRAINS PRIVACY POLICY OR DO NOT KNOW WHETHER YOU HAVE THE LEGAL CAPACITY TO ACCEPT THESE TERMS, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.**