

JetBrains Marketplace Agreement

Version 2.0, effective as of February 17, 2024

Welcome to JetBrains Marketplace!

This JetBrains Marketplace Agreement constitutes a legally binding document, and it is important that You read it carefully.

You understand that by accepting this JetBrains Marketplace Agreement (by clicking the “I agree” or a similar button or by accessing or using JetBrains Marketplace), You enter into a legal agreement and agree to certain legal conditions for Yourself or for the legal entity that You represent.

By accepting this JetBrains Marketplace Agreement, You confirm that You understand it, agree to it, and are at least 13 years of age.

Summary: The acceptance of this JetBrains Marketplace Agreement creates an important legal agreement between You and JetBrains. There are legal consequences to accepting this JetBrains Marketplace Agreement.

1. Introduction

This JetBrains Marketplace Agreement (“Agreement”) describes how You can access and use JetBrains Marketplace.

Accepting this Agreement creates a legal agreement between (i) 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 (ii) You, either a legal entity or a natural person (“Customer” or “You”).

If You accept this Agreement on behalf of a legal entity, You confirm (‘represent and warrant’) that You are authorized to enter into agreements on behalf of that legal entity. If this Agreement is accepted using an email address provided by a legal entity, We will regard (‘deem’) You as authorized to represent that legal entity. You must be able to enter into contracts (‘have capacity’).

2. Definitions

The capitalized words used in this Agreement have the following meanings:

“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 this Agreement.

“Developer” means a third party developing and making available a Plugin through JetBrains Marketplace.

“Developer EULA” means the license agreement governing the use of a Developer Plugin, entered into directly between You and a Developer.

“Developer Plugin” means a Plugin offered on JetBrains Marketplace that is licensed by a Developer.

“Externally Paid Plugins” means Plugins created by third-party Developers for which the fees are not processed through JetBrains Marketplace but are instead paid directly to the Developer by You.

“Educational Course” means any plugin, extension, or other software that is designed to work with JetBrains Products and that offers educational content.

“Free Plugin” means a Plugin that is available to You for free.

“JetBrains Marketplace Account” means an account which is created by You at either <https://hub.jetbrains.com> or (ii) <https://account.jetbrains.com> and through which You have access to JetBrains Marketplace.

“JetBrains Plugin” means a Plugin offered on JetBrains Marketplace which is licensed by JetBrains.

"JetBrains Marketplace" means any platform operated by JetBrains or a JetBrains Affiliate on which JetBrains or a JetBrains Affiliate markets Plugins for JetBrains Products, including the website <https://plugins.jetbrains.com> and/or any other website or platform, whether named JetBrains Marketplace or otherwise. JetBrains Marketplace provides the functionality of downloading, distribution, listing, and management of Plugins, such as Paid Plugins, Externally Paid Plugins, and Free Plugins.

"JetBrains Product" means any generally available JetBrains software product identified by JetBrains as an individual developer tool, team tool, plugin, or online service.

"JetBrains Website" means any website that is the property of JetBrains, including but not limited to everything hosted under the domains listed at <https://www.jetbrains.com/legal/websites>.

"Open-Source License" means a license that fulfills the criteria set by the Open Source Initiative and listed on: <https://opensource.org/osd>.

"Paid Plugin" means a Plugin that is provided to You for a fee.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Plugin" means any plugin, extension, application, widget, or other software designed to work with JetBrains Products. For the avoidance of doubt, "Plugin" as used in this Agreement includes Educational Courses.

"Privacy Notice" means the JetBrains Privacy Notice available at <https://www.jetbrains.com/legal/docs/privacy/privacy.html>, which may be updated from time to time.

"User" means either You or any employee, independent contractor, or other personnel who obtains access to JetBrains Plugin(s) from You.

"User Agreement" means the agreement between JetBrains and Users of a JetBrains Plugin as referred to in Section 5 of this Agreement.

3. Grant of Rights

3.1. You may use JetBrains Marketplace to get access to Plugins in order to download and use them as long as You comply with the terms of this Agreement.

3.2. Without JetBrains' written permission, You may not:

3.2.1. remove any copyright or other proprietary notices displayed or contained in JetBrains Marketplace;

3.2.2. modify or alter JetBrains Marketplace in any way;

3.2.3. distribute, sell, lease, rent, or provide JetBrains Marketplace or any of its parts to others.

3.3. JetBrains reserves the right to revoke authorization to use, access, view, download, and print JetBrains Marketplace content at any time, and You shall discontinue such use immediately upon notice from JetBrains.

3.4. The rights granted to You for use of JetBrains Marketplace constitute a grant of rights and not a transfer of title.

4. User Agreements for Plugins

4.1. Because of the nature of the provided services, use of JetBrains Marketplace is governed by this Agreement and the JetBrains Website Terms of Use available at <https://www.jetbrains.com/legal/docs/company/useterms.html>.

4.2. The use of JetBrains Plugins is governed either by the User Agreement (available at <https://www.jetbrains.com/legal/docs/toolbox/user.html>), an Open-Source License, or any other applicable licensing agreement.

4.3. The use of Developer Plugins is governed by the Developer EULA or an Open-Source License.

4.4 The licenses governing the use of each individual Plugin are published on JetBrains Marketplace.

5. User Content

5.1. JetBrains Marketplace allows You to upload content, including:

5.1.1. Plugins and related information;

5.1.2. ratings, reviews, and comments related to Plugins

("Content").

5.2. Content uploaded by You must comply with the JetBrains Marketplace Content Moderation policy available at <https://www.jetbrains.com/legal/docs/terms/marketplace-content-moderation/> ("**JetBrains Marketplace Content Moderation Policy**") and any applicable laws.

5.3. If You believe that content uploaded by JetBrains Marketplace users that was published on JetBrains Marketplace breaches the JetBrains Marketplace Content Moderation Policy or violates any applicable laws, You can report such content through a channel described in the JetBrains Marketplace Content Moderation Policy.

5.4. When We believe that content uploaded by JetBrains Marketplace users that was published on JetBrains Marketplace breaches the JetBrains Marketplace Content Moderation Policy or violates any applicable laws, We can disable such content (e.g. by changing its visibility or removing it from JetBrains Marketplace) and prevent users posting such content from further use of JetBrains Marketplace (either temporarily or permanently) in accordance with the JetBrains Marketplace Content Moderation Policy.

5.5. Because of the nature of the provided service, Your first name, last name, email address, and username may be visible to other users of JetBrains Marketplace when You leave a review or comment, when You submit Plugins or information, or when You share Your profile link with external users.

6. Marketing

If You are a legal entity, You give Us permission to publicly identify You as Our Customer, refer to You by name, trade name, and trademarks, and describe Your business. You give Us permission to do this, but only for Our marketing purposes and to identify You as Our Customer. We can use Your name, trade name, and trademarks in Our marketing materials, on the JetBrains Website, and in other public documents. We are not required to pay a fee for this permission (it is 'royalty-free'), and it applies worldwide.

7. Recommender System Transparency

The criteria for ranking, rating, and categorizing Plugins displayed on JetBrains Marketplace are described in the "Plugin search results and rankings" document on JetBrains Marketplace, available at <https://plugins.jetbrains.com/docs/marketplace/plugins-ranking.html>.

8. Feedback

If You choose to provide Us with ideas, suggestions, proposals, improvements, bug reports, or similar feedback in relation to Plugins or JetBrains Marketplace ("**Feedback**"), You grant Us and, if You are providing Feedback on a Developer Plugin, the respective Developer, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license that is sub-licensable and transferable, to use, commercialize, incorporate, reproduce, publicly display or perform, distribute, analyze, or modify the Feedback in any manner without any obligation, royalty, or restriction based on intellectual property rights or otherwise.

9. Personal Data

9.1. When using JetBrains Marketplace, You need to provide JetBrains with identifiable information such as the information mentioned in Section 9.2. The processing of any Personal Data We collect from You is governed by

Our Privacy Notice, by the JetBrains Website Terms available at <https://www.jetbrains.com/legal/docs/company/useterms.html>, by the JetBrains Account Agreement available at https://www.jetbrains.com/legal/docs/agreements/jetbrains_account.html, by this Agreement, and/or by any other agreement You may have entered into with JetBrains that specifically addresses the processing of Personal Data.

9.2. To provide You with the functionality described in Section 3.1, JetBrains may use Your first name, last name, email address, username, IP address, and cookies.

9.3. If You provide Feedback on a Developer Plugin and such Feedback contains Personal Data, we may transfer such Personal Data to the Developer, as a new data controller, together with the Feedback. We may do so based on Our and the Developer's legitimate interest in improving Plugins and other JetBrains products and services or the Developer's products and services.

9.4. Data You upload is not expected to contain any Personal Data.

9.5. You shall keep Your Personal Data up-to-date, and if any inconsistency arises You shall update the information or report it to JetBrains.

9.6. For Paid Plugins, JetBrains may hand over some of Your Personal Data, to the necessary extent, to Developers as part of sales reports or customer support of the Paid Plugins sold through JetBrains. JetBrains will apply the data minimization principle in such handovers to make sure only relevant personal data are handed over for these purposes, such as Your name, subscription, or license information, order data, email address, country of residence, and phone number if provided.

9.7. JetBrains may send You notifications concerning JetBrains Marketplace. In addition, JetBrains may send You emails containing certain promotions, offers, and other information relating to JetBrains Marketplace, including offers of Plugins that may be of interest to you. You can opt out of receiving these offerings within the emails or through Your JetBrains Marketplace Account.

10. Term and Termination

10.1. The term of this Agreement will start ('take effect') upon the acceptance of this Agreement by You. This Agreement continues until it is ended ('terminated') either by You or Us as described in this section of the Agreement.

10.2. You may terminate this Agreement at any time by removing Your JetBrains Marketplace Account from JetBrains Marketplace.

10.3. JetBrains may terminate this Agreement if:

(A) You have breached any part of this Agreement and have not remedied this ('fails to cure such breach') in thirty (30) days after We let You know ('within thirty (30) days following written notice thereof');

(B) JetBrains is required to do so by law (for example, where the provision of JetBrains Marketplace functionality to You is, or becomes, unlawful);

(C) JetBrains decides to discontinue providing JetBrains Marketplace, in whole or in part; or

(D) If JetBrains reasonably believes that:

(i) the use of JetBrains Marketplace by You is unauthorized or fraudulent;

(ii) information provided to JetBrains by You in connection with this Agreement is incomplete, inaccurate, legally invalid, or unverifiable.

10.4. JetBrains will make reasonable efforts to notify You via email as follows:

(A) Thirty (30) days before termination of the Agreement in the events specified in Section 10.3 (C) above.

(B) Three (3) days before termination of the Agreement in the event specified in Section 10.3 (B) and 10.3 (D).

(C) Upon expiration or termination of this Agreement by You under Section 10.2.

11. Export Controls

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 owned, controlled, or otherwise related to a person or entity, or are acting on behalf of any person or entity that is targeted by Export Control Laws.

This means that You will ensure that the Product, 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/or address any questions to ethics@jetbrains.com, compliance@jetbrains.com, or legal@jetbrains.com. In addition, You are required to cooperate with Us in Our efforts to verify Our and/or Your compliance with Export Control Laws.

12. Limited Liability

JETBRAINS MARKETPLACE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES. USE OF JETBRAINS MARKETPLACE IS AT YOUR OWN RISK. JETBRAINS MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JETBRAINS, AND ITS SUPPLIERS AND RESELLERS, DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO JETBRAINS MARKETPLACE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES USER SPECIFIC LEGAL RIGHTS. USER MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION. JETBRAINS (AND ITS AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DOES NOT WARRANT THAT JETBRAINS MARKETPLACE IS ACCURATE, RELIABLE, OR CORRECT; THAT JETBRAINS MARKETPLACE WILL MEET USER'S REQUIREMENTS; THAT JETBRAINS MARKETPLACE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT JETBRAINS MARKETPLACE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF JETBRAINS MARKETPLACE ARE DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

13. Disclaimer

13.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL JETBRAINS (OR ITS AFFILIATES, AGENTS, DIRECTORS, OR EMPLOYEES), OR JETBRAINS' LICENSORS, SUPPLIERS, OR RESELLERS BE LIABLE TO YOU OR ANYONE ELSE FOR: (A) ANY LOSS OF USE, DATA, GOODWILL, OR PROFITS, WHETHER OR NOT FORESEEABLE; (B) ANY LOSS OR DAMAGES IN CONNECTION WITH TERMINATION OR SUSPENSION OF YOUR ACCESS TO JETBRAINS MARKETPLACE IN ACCORDANCE WITH THIS AGREEMENT; (C) ANY LOSS OR DAMAGE ASSOCIATED WITH THE USE OF DEVELOPER PLUGINS; OR (D) ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), INCLUDING THOSE (X) RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT FORESEEABLE, (Y) BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR (Z) ARISING FROM ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO JETBRAINS MARKETPLACE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. JETBRAINS DOES NOT AND WILL NOT HAVE ANY RESPONSIBILITY OR LIABILITY RELATED TO (i) YOUR COMPLIANCE OR NON-COMPLIANCE WITH THE DEVELOPER EULA OR (ii) TO YOUR USE OF PLUGINS.

13.2. OUR TOTAL LIABILITY IN ANY MATTER ARISING OUT OF OR IN RELATION TO THIS AGREEMENT IS LIMITED TO ONE HUNDRED (100) US DOLLARS. THIS LIMITATION WILL APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF LIABILITY EXCEEDING SUCH AMOUNT AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

13.3. Developer Plugins and any information and materials made available together with a Developer Plugin (together "Developer Content") is the sole responsibility of such Developer. JetBrains is not responsible for any Developer Content. JetBrains does not represent or warrant the quality, security, completeness, reliability, usefulness, accuracy, or compliance of any Developer Plugin or Developer Content. JetBrains hereby disclaims all warranties, including but not limited to any implied warranties of title, non-infringement, merchantability, or fitness for a particular purpose, relating to Developer Content. JetBrains does not and will not have any responsibility or liability related (i) to Your compliance or non-compliance with the Developer EULA or (ii) to Your use of Developer Plugins.

13.4. Educational Courses, and any information and materials made available together with the Educational Courses ("Educational Content"), are provided to You on an "as is" and "as available" basis without warranties. You access and use the Educational Content at Your own risk. You acknowledge and agree that (i) the Educational Content is not registered or otherwise licensed as an educational service in Your country and that You must not use the services if doing so would require them to be so registered and (ii) You are responsible for determining the accuracy, currency, and suitability of the Educational Content. We are not responsible for Your reliance on such aspects of the Educational Content, despite any acknowledgment, display, use, or endorsement of it by Us. You understand that We are not responsible for keeping records relating to Your use of all or part of the Educational Content. JetBrains makes no representations or warranties concerning the quality, security, completeness, usefulness, accuracy, suitability, or currency of Educational Content.

14. Miscellaneous

14.1. Entire Agreement. This Agreement forms the entire agreement related to Your use of JetBrains Marketplace and replaces any previous agreement between You and Us in relation to its subject matter. By accepting this Agreement, You understand that Your use of JetBrains Marketplace must respect also the JetBrains Website Terms of Use available at <https://www.jetbrains.com/legal/docs/company/useterms.html> and You must follow the JetBrains Marketplace Content Moderation Policy available at <https://www.jetbrains.com/legal/docs/terms/marketplace-content-moderation/> when You post or upload any content to JetBrains Marketplace. No purchase order, other ordering document, or any handwritten or typewritten text which purports to modify or supplement the printed text of this Agreement or any schedule will add to or vary the terms of this Agreement, unless signed by both You and JetBrains.

14.2. Reservation of Rights. JetBrains reserves the right at any time to cease the support of JetBrains Marketplace and to alter prices, features, specifications, capabilities, functions, terms of use, release dates, general availability, or other characteristics of JetBrains Marketplace.

14.3. Changes to this Agreement. We may update or modify this Agreement from time to time, including any referenced policies and other documents. If a revision meaningfully reduces Your rights, We will use reasonable efforts to notify You (for example, by sending an email to the email address You provided to us or by displaying it on the JetBrains Marketplace, or via the JetBrains Marketplace Account). You may be required to click through the updated Agreement to show Your acceptance. If We modify this Agreement, the modified version of the Agreement will start ('come into effect') on the date specified in the updated Agreement. In this case, if You object to the updated Agreement terms, as Your exclusive remedy, You may terminate this Agreement at any time up to thirty (30) days after the effective date of the updated Agreement. By continuing to use JetBrains Marketplace after thirty (30) days from the effective date, You agree to be bound by the modified Agreement.

14.4. Severability. If a particular term of this Agreement is not enforceable, the unenforceability of that term will not affect any other terms of this Agreement.

14.5. Interpretation. Headings and titles are for convenience only and do not affect the interpretation of this Agreement. Any reference to an inclusive word, such as 'including', is not comprehensive (not 'exhaustive') and also refers to other items in that category.

14.6. No Waiver. Our failure to enforce or exercise any part of this Agreement is not a waiver of that section. Any waiver of Our rights under this Agreement must be in writing and signed by Us.

14.7. Independent parties. Your relationship with us, and Our relationship with you, is that of independent parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, employment, or any other type of relationship.

14.8. Force Majeure. We will not be responsible ('liable') for any delay or failure to perform any obligation under this Agreement 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.

14.9. Governing Law; Litigation. This Agreement will be governed by the laws of the Czech Republic, without regard to conflict of laws principles. However, if the law of the country where You have Your habitual residence provides You with more rights that cannot be derogated by agreement, We will respect those rights. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

14.10. Dispute Resolution. Should the attempts to settle a dispute amicably fail, 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. However, if You are a consumer, any dispute between JetBrains and You that cannot be settled amicably will be resolved before the court where You have Your habitual residence, unless You choose to bring Your action before the court of the Czech Republic. Consumer complaints can also be addressed to the Czech Trade Inspection Authority (www.coi.cz), which is also competent for the out-of-court settlement of consumer disputes. Alternatively, consumers can select the European Commission's online platform for dispute resolution (<https://ec.europa.eu/consumers/odr>).

14.11. Notice. JetBrains may deliver any notice to You via electronic mail to an email address provided by You, JetBrains Marketplace, registered mail, personal delivery, or renowned express courier (such as DHL, FedEx, or UPS). Any such notice will be deemed to be effective (i) on the day the notice is sent to You via email, (ii) upon being uploaded to Your JetBrains Marketplace (irrespective of when You actually receive it), (iii) upon personal delivery, (iv) one (1) day after deposit with express courier, or (v) five (5) days after deposit in the mail, whichever occurs first.

14.12. Children and minors. If You are under eighteen (18) years old, then by entering into this Agreement You are confirming that (i) You have legal capacity to conclude this Agreement or that You have valid consent from a parent or legal guardian to do so, and (ii) You understand the JetBrains Privacy Notice available at <https://www.jetbrains.com/legal/docs/privacy/privacy.html>. You may not enter into this Agreement if You are under thirteen (13) years old. IF YOU DO NOT UNDERSTAND THIS SECTION, DO NOT UNDERSTAND THE JETBRAINS Privacy Notice, OR DO NOT KNOW WHETHER YOU HAVE THE LEGAL CAPACITY TO ACCEPT THESE TERMS, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.

For further information, please contact Us at legal@jetbrains.com or call us at +420 241 722 501.