

Kineto Acceptable Use Policy

Version 1.0, effective as of December 16, 2024

We hope you are enjoying Kineto!

In order to keep the Kineto service running smoothly, safely, and securely, JetBrains s.r.o. (“We”) needs to make sure that Kineto is used fairly and is not misused by its users (“You”). This policy explains, in addition to the Kineto EAP Terms of Service, what We consider unfair and unacceptable use of Kineto and how We can exercise Our rights in the event of a breach. The capitalized terms that are not specifically defined in this policy have the meanings defined in the Kineto EAP Terms of Service. In this document, unless We state otherwise, the word ‘including’ always means without limitation (i.e., there may be other instances).

You may not use the Kineto service in a way that is restricted, unfair, or unacceptable. This prohibition includes submitting certain Inputs and requesting Outputs that breach this policy, in each case as determined by JetBrains.

Please note that some restrictions are required in order to comply with the acceptable use policies of the providers of Kineto connected to Kineto. In such cases, the language adopted here is drawn from those policies, including the territory limitations, sector specific restrictions and some other limitations.

1. Territory Limitations

Due to the restrictions imposed by the providers of Kineto services connected to Kineto, You may use the Kineto service only in locations listed at <https://www.jetbrains.com/legal/docs/terms/jetbrains-ai/service-territory/>. Usage of Kineto outside these territories is not allowed.

2. Unfair Use

Unfair use of Kineto includes:

- (a) Compromising the integrity, performance, or security of Kineto, Our systems, or Our 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 Kineto 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 Kineto and keep passwords and other authentication credentials secure.
- (c) Reverse assembling, reverse compiling, decompiling, translating, or otherwise attempting to discover the source code or underlying components of models, algorithms, and systems of the large language models that are connected to Kineto (except to the extent such restrictions are contrary to applicable law).
- (d) Imposing an unreasonable load on Our infrastructure by exceeding the parameters described in the Kineto documentation, using an unreasonable amount of JetBrains resources, or using JetBrains-related automated systems in an unreasonable way.
- (e) Using any automated or programmatic method to extract data or output from the Kineto Services, including scraping, web harvesting, or web data extraction (except as permitted through the API).
- (f) Intercepting any transmission to or from Kineto or a JetBrains-related network server.

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

3. Unacceptable Behavior

The following uses of the Kineto service are unacceptable:

- (a) Using Kineto contrary to applicable law, regulations, or governmental policies;

- (b) Infringing or violating the rights of others, including others' intellectual property rights (such as trade secrets, copyright, trademarks, service marks, patents, and moral rights) or their right to use Kineto, or uploading data that You do not own or do not have permission to use;
- (c) Using Kineto for the purpose of any activity that violates any individual's privacy, such as tracking or monitoring an individual without their consent, facial recognition of private individuals or building recognition systems, classifying individuals based on protected characteristics, using biometrics for identification or assessment, and the unlawful collection or disclosure of personal identifiable information or educational, financial, or other protected records.
- (d) Generating psychologically or emotionally harmful content, including hateful, harassing, or violent content, such as content that expresses, incites, or promotes hate based on identity, content that intends to harass, abuse, threaten, or bully an individual, or content that promotes or glorifies violence or celebrates the suffering or humiliation of others.
- (e) Generating content that is designed to disrupt, damage, or gain unauthorized access to a computer system (for example, creating malware) or engaging in activities with fraudulent, defamatory or deceptive character, including scams, coordinated inauthentic behavior, false online engagement, plagiarism, disinformation, or spam.
- (f) Using Kineto to develop models that compete with the large language model providers (providers of Kineto Services) connected to Kineto.
- (g) Using Kineto 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 malicious by JetBrains.
- (h) Misrepresenting Yourself or Your right to use Kineto. This includes misrepresenting Your user rights (for example, impersonating an 'admin' user) or impersonating another person.
- (i) Representing that the Output was human-generated when it was not.
- (j) Sending Kineto any personal information of children under the age of 13 or the applicable age of digital consent, uploading or generating any child sexual abuse material or any content that exploits or harms children, or harming minors or interacting inappropriately with people under 13 years of age in any other way.
- (k) Accessing and/or using Kineto in any way other than as intended by Us and described in the Documentation. This includes creating bulk accounts and similar uses of Kineto not authorized by JetBrains.

Sending Inputs and requesting Outputs to achieve the results described above is also prohibited.

4. Sector Specific Restrictions

Due to the restrictions imposed by the Kineto providers, the Kineto service cannot be used for certain industry-specific activities:

- (a) **Activities With High Risk of Physical Harm and Critical Infrastructure** – Using Kineto for activity that has high risk of physical harm, including: development and distribution of weapons or other systems designed to cause harm to or loss of human life, military use and warfare, espionage, use for materials or activities that are subject to the International Traffic Arms Regulations (ITAR) maintained by the United States Department of State, development, management or operation of critical infrastructure in energy, and water, in operation of transportation, technologies or generation of content that promotes, encourages, or depicts acts of self-harm, such as suicide, cutting, and eating disorders.
- (b) **Activities With High Risk of Economic Harm** – Using Kineto for activity that has high risk of economic harm, including multi-level marketing, gambling, payday lending, automated determinations of eligibility for credit, employment, educational institutions, or public assistance services.
- (c) **Governmental Decision-Making** – High risk government decision-making, censorship or surveillance, including law enforcement and criminal justice, migration and asylum.

(d) Unauthorized Practice of Profession – Engaging in the unauthorized or unlicensed practice of any profession, such as offering tailored legal, medical/health, insurance or financial advice without a qualified person reviewing the information.

(e) Health Related Services – Telling someone that they have or do not have a given health condition, or providing instructions on how to cure or treat a health condition.

(f) Politics – Using Kineto for political campaigning or lobbying by soliciting votes or to obtain financial contributions or generating high volumes of campaign materials, building conversational or interactive systems such as chatbots that provide information about campaigns or engage in political advocacy or lobbying, or building products for political campaigning or lobbying purposes in general, but also in order to promote or advocate for a specific candidate, party, issue, or position. Using Kineto to generate or participate in campaigns that disseminate false or misleading information regarding election laws, candidate information, and other related topics.

(g) Adult Content, Dating, and Sexual Services – Using Kineto for adult industries, and the creation of adult content (including content meant to arouse sexual excitement, such as the description of sexual activity), content that promotes sexual services (excluding sex education and wellness), erotic chat, dating apps, or pornography.

(h) Psychological or Emotional Harm – Using Kineto to create content that causes psychological or emotional harm, including self-harm, harassment, cruelty, violence, or harmful standards.

(i) Employment and Housing – Using Kineto for decisions about the employability of individuals, resume screening, hiring tools, or other employment determinations or decisions regarding eligibility for housing, including leases and home loans

(j) Academic testing, accreditation and admissions – Using Kineto for standardized testing companies that administer school admissions (including evaluating, scoring or ranking prospective students), language proficiency, or professional certification exams; agencies that evaluate and certify educational institutions.

(k) Media or professional journalistic content – Using Kineto to automatically generate content and publish it for external consumption.

5. What We Can 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 Kineto EAP Terms of Service. This means, without limiting any other remedies available to Us, that We can temporarily suspend or permanently cancel Your Kineto subscription and revoke Your ability to use the Kineto. We will notify You if We do so.

If You come across any content or behavior in violation of this policy, please contact Us using the following channels: <https://www.jetbrains.com/support/> or legal@jetbrains.com.