Terms and Conditions of Purchase

Version 13, effective as of May 17, 2017

1. GENERAL
   (a) In these Terms and Conditions of Purchase ("Purchase Terms"):
      i. "Customer" means an individual or a legal entity purchasing Product directly from JetBrains.
      ii. "JetBrains" means:
         - A. if Customer is located outside North and South America, JetBrains s.r.o. with its registered office at Na hřebenech II 1718/10, Prague, 14700, Czech Republic, registered with Commercial Register kept by the Municipal Court of Prague, Section C, file 86211, ID.Nr.: 265 02 275, or
         - B. if Customer is located in North or South America, JetBrains Americas, Inc., a Delaware corporation with its registered office at 324 New Brooklyn Road, Berlin, NJ 08009, USA.
      iii. "Product" means any software program or service made available by JetBrains. The use of Product by Customer is governed by the applicable Terms of Use.
      iv. "Terms of Use" mean the terms and conditions of end-user license agreement, subscription terms, terms of service or other standard customer agreements set forth by JetBrains s.r.o. and applicable to Product in addition to these Purchase Terms.
   (b) Customer accepts these Purchase Terms by placing an order for Product with JetBrains.
   (c) For orders placed online on www.jetbrains.com, the entity with which Customer is contracting is shown on the Order Checkout page above the "Place Order" button. For orders placed by fax or email, the entity with which Customer is contracting is shown on invoice issued to Customer by JetBrains.
   (d) Orders placed by Customer with a reseller of JetBrains are subject to terms and conditions of purchase set forth by that reseller.
2. ORDER PLACEMENT AND ACCEPTANCE
   (a) Customer may place an order with JetBrains:
      i. online on the JetBrains website www.jetbrains.com;
      ii. by fax or e-mail using the appropriate contact of JetBrains.
   (b) Order details shall be in English. Customer can modify order details before acceptance of the Customer order by JetBrains by a written notice to JetBrains. English is the preferred language for order-related enquiries.
   (c) Any order is not binding upon JetBrains until accepted by JetBrains. Non-acceptance of an order may be the result of one of the following:
      i. failed payment;
      ii. growing backlog or negative payment history;
      iii. incomplete or incorrect order details, such as missing e-mail address for delivery, missing Customer billing address, or a pricing or product description error, among others;
      iv. ineligibility according to the order criteria (e.g. entitlement to upgrade or to certain Product purchase options restricted to particular users or purpose of use); or
      v. any reason at the sole discretion of JetBrains.
3. PRICES AND PAYMENT TERMS
   (a) JetBrains sets prices and accept payments for Products in one of the following major currencies depending on the Customer country: USD, EUR, GBP or CZK. Prices in any currency are subject to change by JetBrains.
   (b) JetBrains accepts major debit and credit cards (collectively, "payment cards") for online orders via third-party payment gateway providers, including, but not limited to, Adyen and PayPal. JetBrains is not responsible for any payment failure resulting from inaccurate payment card details provided by Customer when placing an online order, any restrictions applicable to payment card by Customer's bank, or payment gateway failure.
   (c) By purchasing Product requiring regular payments on a monthly, quarterly or annual basis ("Recurring Payments"), Customer authorizes JetBrains to charge Customer's payment card automatically at the interval and in the amount selected by Customer based on the available options during the purchase process. Customer agrees that the payment card specified by Customer for Recurring Payments is, and will continue to be, an account that Customer owns, and that Customer will maintain sufficient avail-

ability under Customer's credit card limit, or sufficient funds in the account linked to Customer's debit card, as applicable, to pay Recurring Payments. Customer can cancel Recurring Payments at any time via Customer account at https://account.jetbrains.com prior to the next Recurring Payment due date. If Customer cancels Recurring Payments after this time, the cancellation will not take effect until the following Recurring Payment due date, and no refund or partial refund will be issued to Customer by JetBrains.

(d) JetBrains only accepts purchase orders from existing corporate Customers with clear payment history. Purchase orders can only be paid by wire transfer on net 30 days terms, unless otherwise specified on invoice issued to Customer by JetBrains. Purchase orders from newly registered corporate Customers and offline orders from individual Customers are subject to advance payment by wire transfer.

4. PRODUCT DELIVERY
   (a) JetBrains ships no physical Products. Any details necessary to enable Customer to download and/or use the purchased Product will be delivered by JetBrains to Customer via e-mail to an e-mail address provided by Customer. Customer is responsible for providing JetBrains with a valid e-mail address for delivery purposes.
   (b) JetBrains will use its commercially reasonable best efforts to deliver Product purchased by Customer within 2 business days of the order acceptance. JetBrains shall not be liable for any failure to deliver Product within this timeframe.
   (c) The Products shall be deemed delivered to Customer on the date when JetBrains sends the Product e-mail to the e-mail address provided by Customer. JetBrains shall not be liable for any failure to deliver a Product to Customer if a Product e-mail bounces back.
5. TAXES AND DEDUCTIONS
   (a) Product prices do not include any national, state or local sales, use, value added or other taxes. Customer shall pay any such taxes, if applicable.
   (b) Customer bears sole responsibility for any withholding tax liabilities, and no deductions shall be made by Customer from the amount payable to JetBrains under any invoice.
   (c) Purchases from the European Union ("EU") countries may be subject to the EU value added tax. Customers from the EU are responsible for providing a valid VAT ID, if any.
6. WITHDRAWAL AND REFUND
   (a) JetBrains provides an opportunity to evaluate any of its Products free of charge during a trial period specified in the applicable Terms of Use, and encourages Customer to fully evaluate Product prior to purchasing. Customer may withdraw from using Product at its sole discretion at any time before expiration of a free trial period.
   (b) Any refund request following the Product purchase date will be subject to the prior authorization by JetBrains and acceptance of such request shall be at the sole discretion of JetBrains, unless otherwise provided by applicable law.
7. EXPORT CONTROL
   (a) Customer shall comply with all applicable laws and regulations with regards to: economic sanctions; export controls; import regulations; and trade embargoes (collectively "Export Control Laws"), including those of the European Union and United States (specifically the Export Administration Act of 1979 and the Export Administration Regulations ("EAR")). Customer acknowledges that it is not an entity targeted by Export Control Laws nor is it otherwise owned or controlled by or acting on behalf of any person targeted by Export Control Laws. Further, Customer agrees to ensure that neither JetBrains Products, nor any related technical information, are:
      - a. Downloaded, transferred, exported, or re-exported directly or indirectly in violation of Export Control Laws; or
      - b. Used for any purpose prohibited by Export Control Laws, including but not limited to nuclear, chemical, or biological weapons proliferation.
   (b) In accordance with the EAR, JetBrains Products typically:
      - a. Fall under the Export Control Classification Number (ECCN) EAR99;
      - b. May be exported under the EAR to entities with No License Required ("NLR"), except for entities within restricted and/or embargoed destinations, identified as prohibited end-user(s) and/or participate in prohibited end-use and/or proliferation activities. Restricted countries currently include, but are not necessarily limited to Cuba, North Korea, Sudan and Syria.

(c) Information provided under Section 7.2 is only intended for general information purposes and should not be construed as legal advice concerning the export control laws and regulations of any country. For details on export restrictions applicable to Products, Customer should refer to the laws and regulations of the relevant jurisdiction.

8. MISCELLANEOUS

(a) No terms and conditions other than the terms and conditions contained herein shall be binding upon JetBrains, unless accepted by JetBrains in writing and signed by the duly authorized representative of JetBrains. If Customer's terms and conditions of purchase are different from or in addition to these Purchase Terms, these Purchase Terms shall prevail and Customer's terms are hereby rejected.

(b) These Purchase Terms are subject to change at any time by JetBrains by posting the updated Purchase terms on the JetBrains website at www.jetbrains.com.

(c) Customer declares having had sufficient opportunity to review this Agreement, 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 contracts" ("adhesion contracts") regulations shall not be applicable to these Purchase Terms.

(d) If Customer is located outside North and South America, these Purchase Terms shall be governed by the laws of Czech Republic, without reference to conflict of laws principles, and the parties agree that any litigation relating to these Purchase Terms may only be brought in, and shall be subject to the jurisdiction of, any Court of Czech Republic.

(e) If Customer is located in North or South America, then the following applies: these Purchase Terms shall be governed by and construed under the laws of the State of New Jersey, without reference to conflict of laws principles of that state or any nation state. The parties agree that any litigation relating to these Purchase Terms shall be settled by the court of competent jurisdiction in the State of New Jersey. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Purchase Terms.

For any questions regarding these Purchase Terms, please contact us at https://www.jetbrains.com/support/sales/.