Master AI: Build Game Players using AlphaZero

Version 1.1, effective as of November 18, 2024

Welcome to the course called Master AI: Build Game Players using AlphaZero!

These terms of service constitute a legally binding document, and it is important that You read them carefully.

THE COURSE MASTER AI: BUILD GAME PLAYERS USING ALPHAZERO REQUIRES A HEIGHTENED AWARENESS OF SECURITY-RELATED ISSUES, INCLUDING ACCESS TO YOUR DATA. PLEASE FAMILIARIZE YOURSELF WITH THE JETBRAINS COURSE ON ALPHAZERO'S CHARACTERISTICS AND CAPABILITIES BY READING THE DOCUMENTATION (DEFINED BELOW) AND WITH YOUR RESPONSIBILITIES SET OUT IN THESE TERMS OF SERVICE. PLEASE NOTE THE DISCLAIMERS AND LIMITATIONS OF LIABILITY BELOW IN SECTIONS 9 AND 10, AS WELL AS THE INDEMNIFICATION PROVISIONS IN SECTION 8.

You understand that by accepting these terms of service (by clicking the "I agree" or a similar button or by accessing or using the course Master AI: Build Game Players using AlphaZero), You enter into a legal agreement and agree to certain legal conditions for Yourself.

By accepting these terms of service, You confirm that You understand them, agree to them, and are at least 13 years of age.

1. Introduction

These terms of service for the course Master AI: Build Game Players using AlphaZero ("**Terms of Service**") describe how You can access, purchase and use the course Master AI: Build Game Players using AlphaZero ("**Course**").

Accepting these Terms of Service 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 and its affiliates ("**JetBrains**", "**We**", or "**Us**") and (ii) You, a natural person as specified in the Subscription Confirmation ("**You**").

2. Definitions

"**Data**" means any of Your data that is transferred to, stored in, processed by, or otherwise used in the Course.

"**Documentation**" means the latest versions of all online documentation for the Course available at https://academy.jetbrains.com/course/build-games-with-ai-and-alphazero and any other relevant information available on the JetBrains Website that applies to the Course.

"**JetBrains Academy Plugin**" means a JetBrains Academy plugin that allows Us to use, store, and process Your content that You create within the Course, such as tasks and solutions. The JetBrains Academy Plugin is governed by: https://www.jetbrains.com/legal/docs/terms/jetbrains-academy/plugin/.

"**JetBrains Account" or "JBA**" means an account at https://account.jetbrains.com created by You, having a unique name and password, and enabling You to manage Subscription administration and/or access the Course.

"**Master AI: Build Game Players using AlphaZero" or "Course**" means a JetBrains plugin that is designed as a JetBrains educational course on how to implement and train an AlphaZero agent and includes the training environment, infrastructure, training tools, Documentation, learning materials, and software updates.

"**JetBrains Marketplace**" means a platform, operated by JetBrains, where the Course is listed, marketed, and downloaded.

"**JetBrains Website**" means a website page dedicated to the Course at https://academy.jetbrains.com/course/build-games-with-ai-and-alphazero and any other website operated by Us, such as the JetBrains Marketplace webpage available at https://plugins.jetbrains.com/.

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

"**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.

"**Subscription**" means Your right to use the Course.

"**Subscription Period**" means the Subscription period described in Your Confirmation.

"**Confirmation**" means an email confirming Your right to access and use the Course and stating the applicable use limitations for the Course (such as, for example, the Subscription Period).

3. Subscription, Rights and Responsibilities

a) Subscription

(i) *Subscription* – To use the Course, You must have a Subscription. Your Subscription grants You the ability to use the Course within the limits described in Your Confirmation.

(ii) *Trial period* – If You want to try the Course, You may sign up for a trial portion of the Course ("**Content Trial**"). The Content Trial is free of charge, consists of limited access to the Course as specified on the JetBrains Website, and is provided solely for the purpose of evaluating the Course's suitability for Your needs. The Content Trial shall be available to You for a limited period of three (3) months from the date of initial access ("**Trial Period**"). Upon expiration of the Trial Period, Your access to the Content Trial will automatically terminate. The Content Trial is provided "as is" without any warranties, express or implied.

b) Right to use the Course

As long as You comply with these Terms of Service, the Documentation, and the limits of Your Subscription, JetBrains hereby grants You a limited, worldwide, non-exclusive, revocable, non-transferable right to use the Course in line with Your Subscription and for the duration of Your Subscription Period so that You may access and use the Course on a JetBrains' remote development infrastructure, including but not limited to cloud-based environments, virtual machines, remote servers, and any other remote computing platforms with GPU (Graphics Processing Unit) capabilities, provided that such use complies with the terms and conditions set forth in these Terms of Service.

c) Your responsibilities

You are responsible for:
(i) *Permitted use* – using the Course in accordance with these Terms of Service and in compliance with applicable laws;
(ii) *Your account* – registering in Your JetBrains Account and providing JetBrains with a verifiable legal name by which to identify You, as well as a valid email address and other information required on the registration form;
(iii) *Confidentiality and security* – keeping Your usernames and passwords confidential and secure;
(iv) *Equipment* – having any hardware and software needed to run the CourseJetBrains Course, such as a browser with compatible data security protocols, as well as a suitable internet connection in order to access Your JetBrains Account and to receive any deliverables;
(v) *Settings* – maintaining the default settings We provided or the settings recommended in the Documentation;
vi) *Your Data* – all Data that You submit, store, or use in the Course, including ensuring that it is legal for You to do so. You are also responsible for all legal consequences, such as claims, damages, losses, liabilities, costs, and expenses, that result from Your Data. If You become aware that any of Your Data breaches these Terms of Service or another person's ('third-party') rights, You must notify Us and remove this Data from the Course;
vii) *Acceptable use* – using the Course in accordance with the Documentation, Your Subscription, and the JetBrains Products Acceptable Use Policy, which is available at https://www.jetbrains.com/legal/docs/terms/acceptable-use-policy/ ("**Acceptable Use Policy**").

d) Restrictions

You must not:
i) *Interfere* – reverse-engineer, disassemble, or decompile the Course or try to derive the source code of the Course in any way, unless applicable law allows it;
ii) *Steal* – modify, alter, tamper with, repair, or otherwise create derivative works of the Course or any of its part, unless We give You express permission;

iii) *Cheat* – use, or try to use the Course in a way that avoids incurring fees;
iv) *Hack* – utilize any procedures or tools to bypass the Course security, or utilize or allow the Course to be utilized for the purpose of hacking, tunneling, or otherwise gaining unauthorized access to any computer or system;
v) *Facilitate unauthorized access* – allow unauthorized access to the Course;
vi) *Resell or distribute* – resell or otherwise provide the Course or access to the Course to any third party, except if We give You express permission.
vii) *Transmit illegal Data* – use the Course to upload, store, or share, or allow others to upload, store, or share ('transmit'), any material that is criminal, offensive, defamatory, or otherwise unlawful or a tort, or that breaches the privacy or intellectual property rights of anyone else ('third-party'). We have ('reserve') the right, but not the responsibility, to reject or remove any Data, suspend or ban any user, or close any user account that We believe ('in Our sole discretion') breaches these Terms of Service, any other legal agreement with Us, or Our policies, or is otherwise illegal;
(viii) *Use third-party remote development infrastructure* – use third-party services or infrastructures other than those provided by Us to facilitate the remote use or launch of the Course.

More details are included in the JetBrains Products Acceptable Use Policy made available at https://www.jetbrains.com/legal/docs/terms/acceptable-use-policy/.

e) Our responsibilities

We will make commercially reasonable efforts to make the Course available to You. The Course may be unavailable to You during planned downtime, failures of the Course – including failures or delays caused (fully or in part) by an internet service provider – or any unavailability caused by circumstances beyond JetBrains' reasonable control (see the 'Force Majeure' Section).

4. Intellectual Property Rights and Ownership

a) We own the Course

Unless stated otherwise in these Terms of Service, we own, or have the right to use, all the proprietary and intellectual property rights to the Course. This includes all Course-related trade secrets, copyrights, trademarks, service marks, patents, and other registered or unregistered intellectual property. These are Our rights ('rights are reserved'). The only intellectual property rights that You have in relation to the Course are those that are necessary in order for You to access and use the Course in accordance with these Terms of Service and the Documentation.

b) AlphaZero attribution

AlphaZero is a trademark owned by DeepMind Technologies Limited and registered in various jurisdictions. For the purposes of these Terms of Service, We are not affiliated with, endorsed by, or anyhow related to DeepMind Technologies Limited. This Course merely uses and allows You to apply scientific theories, algorithms, ideas, and other findings published in the AlphaZero scientific paper.

c) You own Your Data

You own Your Data submitted to or created by You in the Course and keep all proprietary rights, including intellectual property rights. Every time You submit Data to the Course JetBrains Course, You confirm that You have the right to do so and understand that You are doing so at Your own risk, and that You are solely responsible for this Data and all consequences of its use in the Course. You also indemnify Us from any liability relating to this Data (see the 'Indemnification' Section).

d) Feedback

You have no obligation to provide us with ideas, suggestions, or proposals ("Feedback"). However, if you submit Feedback to us, then you grant us a non-exclusive, worldwide, royalty-free licence that is sublicensable 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.

d) Your Content

i) *You own Your Content* – You own the content created by You through the Course or JetBrains Academy Plugin, such as tasks solutions or educational content ("Content"), and keep all Your proprietary rights, including intellectual property rights. The Course and the JetBrains Academy Plugin contains features allowing You to store the Content created by You in a remote storage made available by Us. If You use these features, You grant Us free of any royalty or other license charge a worldwide, non-exclusive, transferable and sublicensable, perpetual, and irrevocable license to host, store, copy, alter, utilize, parse, and display Your Content for You, make backups, analyze it on Our servers and use it for Our internal purposes. It does not permit Us to sell or otherwise transfer ownership of Your Content to a third party, nor does anything here give Us permission to grant access to Your Content to any third party (other than, to the extent applicable third parties engaged by Us in the services under these Terms of Service) without Your permission. If You use these features, every time You submit Your Content to Our servers, You confirm that You have the right to do so and understand that You are doing so at Your own risk, and that You are solely responsible for Your Content and all consequences of its storing by Us. You also indemnify Us from any liability relating to this Content (see the 'Indemnification' Section).

ii) *Sharing of Your Content with Your consent* – The JetBrains Academy Plugin contains features allowing You to share the Content created by You with other users of JetBrains Academy Plugin. If You decide to share Content with other Users, You agree that We will publish, display to, and share Your Content with other users of the Course or the JetBrains Academy Plugin during Your use of the Course or the JetBrains Academy Plugin. You may decide to revoke this consent at any time by selecting not to share Your Content within the JetBrains Academy Plugin.

iii) *Educational or other users' content* — While solving the Course in the JetBrains Academy Plugin, You may view content created by other users. We are not responsible for such content made available to You and You understand that We do not own and are not responsible for such content despite any acknowledgment, display, use, or endorsement by Us. You are allowed to view such content only for Your own educational purposes and do not acquire any other rights to such content (all rights belong to such content authors).

5. Access and Your Data

a) Access control

If You use the Course, Your Data might be accessible to Us, depending on the nature of Your Data, the type, and the specific features that You are using. It is Your responsibility to select and set the appropriate level of access to Your Data, as described in the Documentation.

Regardless of the level of access You set, You give Us permission to access Your Data for the following purposes:

i) *To provide You with the Course* – We can access and utilize Your Data for the purpose of providing You with the Course and displaying reports and other information;

ii) *For security reasons* – We can access Your Data if We have a good reason to ('reasonably') believe this access is required to maintain the ongoing confidentiality, integrity, availability, performance, and resilience of Our systems and the Course;

iii) *For support reasons* – If You request support, You give Us permission to access Your Data to carry out the support task, though You can revoke these permissions at any time; and

iv) *If We are legally required* – We have the right to access, review, and remove all or a part of Your Data if We have a good reason to ('reasonably') believe that the Data breaches the law or these Terms of Service. You understand that there are laws that could require Us to disclose Your Data and, if these laws apply, We are obliged to comply with them.

b) Permission to handle Your Data

If You use the Course, You give ('grant') Us certain permissions ('rights') so that We can provide the Course to You. Each of these permissions takes effect immediately when Your Data is submitted to the Course. Each permission ends when Your Data is removed from the Course, except as described in the Documentation or in Your Subscription. You understand that these permissions are necessary to use the Course, and You will not receive any payment for them.

c) Permission that You grant to Us

You give Us permission to host, store, copy, alter, utilize, parse, display, publish, and share Your Data in the Course with You. This permission includes the right to do things such as copy it to Our database, make backups, and analyze it on Our servers. It does not permit Us to sell or otherwise transfer ownership of Your Data to a third party, nor does anything here give Us permission to grant access to Your Data to any third party (other than, to the extent applicable, to third parties engaged by Us in the services under these Terms of Service) without Your permission.

d) Manual deletion

You can request the manual deletion of Your Data stored in the Course by submitting the relevant request form on the JetBrains Website. JetBrains will make commercially reasonable efforts to keep an automatic backup of the hosted Data deleted in this manner for one (1) month after deletion unless You instruct JetBrains to delete the backup of the hosted Data along with the hosted Data.

6. Fees and Payments

a) Subscription fees

You can try the Course for free when You sign up for the Content Trial. For the Subscription to the Course, You agree to pay Subscription fees based on the pricing and conditions described on the JetBrains Website and in these Terms of Service. At the beginning of each Subscription Period, We will charge You the fee associated with Your Subscription.

b) Payments

i) *Payment terms* – Unless We agreed to specific payment or billing terms in these Terms of Service, fees according to these Terms of Service must be paid by You in accordance with the JetBrains Terms and Conditions of Purchase (available at www.jetbrains.com/legal/docs/store/terms/).
ii) *Set-off* – You cannot deduct or set off any amount from the fees that You have to pay Us, even if We owe You an amount or You believe We owe You an amount.
iii) *Taxes* – Our prices do not include any national, state, federal or local sales tax, use tax, value added tax (VAT), goods and sales tax (GST), digital services tax (DST) or other tax ("Local Tax"). If purchase is subject to any Local Tax, it can be added to the invoice. We reserve the right to use JetBrains Americas, Inc., a Delaware corporation with its registered office at 10 Lake Center Drive, Suite 203, Marlton, NJ 08053, USA, or other entity appointed by JetBrains (including Taxamo Checkout Limited Ltd.) to invoice for fees and prices due by You under these Terms of Service. Notwithstanding the foregoing, JetBrains remains Your counterparty and no other provisions of these Terms of Service shall be affected. You bear the sole responsibility for any withholding tax liabilities, and no deductions shall be made by You from the amount payable to JetBrains under any invoice issued on its behalf.

The parties agree that fees payable under these Terms of Service are not subject to withholding tax in Your country based on the Article 7 of the Double tax treaty between the Czech Republic and Your country for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and capital ("Double Tax

Treaty"). The parties acknowledge and agree that Article 12 of the Double Tax Treaty is not applicable in case of these Terms of Service

f) Resolution of late payments

To continue using the Course without interruption, You must make sure that You pay all the relevant fees on time. If You do not, We can:

i) limit Your access to the Course or any of its features; or
ii) suspend Your access to the Course or end these Terms of Service (see the 'Term and Termination' Section).

You will reimburse Us for any additional costs that We incur in collecting late payments or that result from a breach of this section. There will be no refunds of prepaid services in the event of termination or suspension, and We can charge You during the suspension period.

7. Support

Your Subscription includes the support outlined on the JetBrains Website ("**Support**"). We will provide Support only to the extent required for You to use the Course in accordance with the Documentation.

You can request Support by submitting a Support ticket. We will try to respond to Your request in a reasonable timeframe.

We can resolve a Support request by deciding in Our sole discretion to implement a publicly available patch, upgrade, or release in the future; by choosing to modify certain features, functionality, or settings; by providing necessary Support information; or by remaining inactive.

If You decide to submit Data to Us as part of Your Support request, We will keep it confidential. By providing Data, You give Us the necessary rights to access, view, store, and analyze it in the context of providing You with Support.

8. Indemnification

a) Indemnity

If there are any claims, damages, losses, liabilities, or fees and similar expenses, including fair ('reasonable') attorney fees, brought against Us that are related to any of the following:

i) *Access and use of the Course* – this includes all activities related to Your JetBrains Account;

ii) *Your Content* – Your Content, its use or development infringing someone else's (a 'third-party') rights, or that You have illegally or without permission claimed someone else's rights;

(iii) *Breach of these Terms* – the breach of these Terms by You;

iii) *Your Data* – Your Data or the combination of Your Data with other data, infrastructure, or processes. This includes any allegation that Your Data, or its use, development, design, production, advertising, or marketing, infringes someone else's (a 'third-party') rights, or that You have illegally or without permission claimed someone else's rights; or

iv) *Disagreements* – disagreement between You and another person;

(each of these is defined as a "**Claim**"), then You agree to indemnify, defend, and hold Us and Our owners, directors, employees, agents, and representatives harmless, and to indemnify, defend, and hold Our affiliates and their owners, directors, employees, agents, and representatives harmless, from any and all Claims.

a) Indemnity Claims

We will quickly ('promptly') let You know if someone makes a Claim. If We fail to let You know quickly, then that failure will only affect Your obligation to indemnify Us to the extent that Our failure to inform You quickly adversely affected Your ability to defend Us against the Claim. When You are defending Us against the Claim, You can choose Your own lawyer, with Our written permission. If You have Our written permission, You can resolve ('settle') the Claim as You decide ('at Your discretion'). However, We can take full control of Your defense and settlement at any time.

9. IMPORTANT – YOUR RISK AND OUR DISCLAIMERS

(**RISK**) THE COURSE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. YOU ACCESS AND USE THE COURSE AT YOUR OWN RISK.

(**WARRANTIES & REPRESENTATIONS**) EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS OF SERVICE, WE MAKE NO REPRESENTATIONS AND GIVE NO WARRANTIES IN RELATION TO THE COURSE – EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THIS INCLUDES WARRANTIES THAT THE COURSE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, AS WELL AS WARRANTIES THAT YOUR CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

WE ALSO DENY ('DISCLAIM') ALL WARRANTIES. THIS INCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

THIS DISCLAIMER DOES NOT APPLY TO REPRESENTATIONS AND WARRANTIES THAT CANNOT BE EXCLUDED BY LAW.

(**SECURITY**) YOU UNDERSTAND AND AGREE THAT PARTS OF THE COURSE MAY REQUIRE YOU TO INITIALIZE, CONFIGURE, AND MAINTAIN THE COURSE, WITHOUT ASSISTANCE OR GUIDANCE FROM US. IT IS YOUR RESPONSIBILITY TO ASSESS YOUR SYSTEM REQUIREMENTS AND COMPATIBILITY WITH THE COURSE AND CONFIGURE ALL OR PART OF THE COURSE IN A SECURE MANNER, AND/OR KEEP IT SO CONFIGURED, CONSISTENT WITH INDUSTRY STANDARDS, ALL OUR RECOMMENDATIONS (IF ANY), AND THE DOCUMENTATION. WE ARE NOT RESPONSIBLE FOR YOUR ACTIONS OR OMISSIONS ARISING IN CONNECTION WITH IMPROPER, INADEQUATE, OR DEFICIENT INITIALIZATION, CONFIGURATION, OR USE OF THE COURSE.

10. IMPORTANT – LIMITATION OF OUR LIABILITY

(**TYPES OF DAMAGES**) WE WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. THIS INCLUDES DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR DATA, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(**CIRCUMSTANCES OF LOSS**) WE WILL NOT BE LIABLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH:

A) YOUR INABILITY TO USE THE COURSE, INCLUDING AS A RESULT OF A SUSPENDED SUBSCRIPTION OR THE CANCELLATION OF YOUR SUBSCRIPTION OR THESE TERMS OF SERVICE;
B) OUR DECISION TO NO LONGER PROVIDE THE COURSE FOR BUSINESS, ECONOMIC, LEGAL, OR REGULATORY REASONS;
C) YOUR USE OF THE COURSE BEING CONTRARY TO OR INCONSISTENT WITH THE DOCUMENTATION;
D) THE COST OF PROVIDING A SUBSTITUTE FOR THE COURSE;
E) ANY UNANTICIPATED OR UNSCHEDULED UNAVAILABILITY OF THE COURSE OR A PART OF IT FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES, OR OTHER INTERRUPTIONS;
F) ANY INVESTMENTS, EXPENSES, OR COMMITMENTS THAT YOU MAKE RELATING TO THESE TERMS OF SERVICE OR YOUR ACCESS TO OR USE OF THE COURSE; OR
G) ANY MODIFICATION, DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE ANY OF YOUR DATA CAUSED BY YOU.

(**MAXIMUM LIABILITY**) OUR MAXIMUM, AGGREGATE LIABILITY RELATING TO THESE TERMS OF SERVICE IS LIMITED TO ONE HUNDRED (100) US DOLLARS. THE MAXIMUM LIABILITY APPLIES EVEN IF WE WERE ADVISED THAT LIABILITY COULD EXCEED THE MAXIMUM LIABILITY AMOUNT OR EVEN IF THE LEGAL BASIS (I.E. TORT, BREACH OF CONTRACT, EQUITY, OR A SIMILAR BASIS) FOR A REMEDY IS INVALID.

11. Temporary Suspension

We can immediately suspend Your or Your right to use all or part of the Course if We have a good reason to ('reasonably') believe that:

i) *Threats* – Your use of the Course might adversely impact or pose a security, privacy, or legal risk to the Course or any of its parts, Us, or another person ('third party');

ii) *Financial distress* – You have stopped operating in the usual course of business, have transferred ('assigned') Your assets for the benefit of creditors or made a similar arrangement, or are undergoing bankruptcy, reorganization, liquidation, dissolution, or a similar proceeding; or

iii) *Breach of terms* – You breached these Terms of Service, applicable law, Our policies, or someone else's rights.

We will make a reasonable effort to let You know of a suspension. Suspensions are temporary, but if the reasons for suspension are not resolved, We can end these Terms of Service (see the 'Term and Termination' Section).

12. Term and Termination

a) Term

These Terms of Service enter into effect when You click the "I Accept" button or provide similar consent to be bound by these Terms of Service. These Terms of Service continue until the end of Your Subscription period as specified in the Subscription Confirmation, unless it is terminated earlier either by You or Us as described in these Terms of Service.

b) Termination by You

You can terminate these Terms of Service if We breach it. This must be done by giving Us notice that We have breached these Terms of Service. If this breach is not resolved within thirty (30) days, these Terms of Service will end.

If You terminate these Terms of Service according to this Section, We will provide a refund to You of any prepaid amount for the period that would have been Your Subscription Period after the date these Terms of Service ended.

c) Termination by Us

We may terminate these Terms of Service and Your Subscription if:
i) You materially breached these Terms of Service and failed to remedy the breach within thirty (30) days of written notice;
ii) You fail to make timely payment of Subscription fees in accordance with these Terms of Service;
iii) We are required to do so by law (for example, where the provision of the Course to You is, or becomes, unlawful);
iv) We elect to discontinue providing the Course, in whole or in part.

We will make a reasonable effort to notify You via email (to the email address of the billing or technical contact provided by You) thirty (30) days prior to termination of these Terms of Service in the events specified in Sections 12(c)(iii) and 12(c)(iv) above, in which case You will be entitled to a refund of the unused portion of prepaid Subscription fees, if applicable.

In the event of termination for cause specified in Section 12(c)(ii), We will make reasonable efforts to notify You three (3) days prior to termination of these Terms of Service. When these Terms of Service are terminated as a consequence of Your breach of these Terms of Service, no refund is provided.

d) Effect of termination

Upon the expiration or termination of these Terms of Service, Your Subscription will be terminated and You have no further rights to use the Course, but Sections 4(d), 5, 9, 10, and 15 of these Terms of Service will remain in effect. In such case, We will store Your Data and make it available to You for export ('download') in accordance with the Documentation and Your Subscription. After the end of Your Subscription, We will have no obligation to store or make available to You any of the hosted Data and, unless legally prohibited, will have the right to remove such hosted Data from the Course. We will notify You of the planned deletion of hosted Data in advance. We will exercise commercially reasonable efforts to keep a backup of the deleted hosted Data for one (1) month from deletion unless You instruct Us to delete the hosted Data and its backup. After this time, it will no longer be possible to restore the deleted hosted Data.

13. Notices

a) Notices by You

If You are required under these Terms of Service to notify Us of anything, You may do so:
i) by sending an email to legal@jetbrains.com. Any time period starts on the next business day after You send the email;

ii) by courier delivery of a letter marked for the attention of the 'Legal Department' addressed to JetBrains s.r.o., Kavčí Hory Office Park, Na Hřebenech II 1718/8, Praha 4 - Nusle, 140 00 Czech Republic. Any time period starts five (5) business days from when You send the letter; and

iii) by registered post, marked for the attention of the Legal Department at the address: Na Hřebenech II 1718/8, Prague, 14000, Czech Republic. Any time period starts ten (10) business days from when You send the letter.

b) Notices by Us

If We are required under these Terms of Service to notify You of anything, We may do so:

i) by posting the information on the JetBrains Website. Any time period starts on the day specified on JetBrains Website;

ii) by sending an email to the email address that Your Confirmation was sent to. Any time period starts on the next business day after We send the email.

It is Your responsibility to check the JetBrains Website for any changes and make sure that Your email address is up to date in Our records.

14. Export Control Laws

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 represent and warrant that You are not an entity, nor are You owned, controlled, or otherwise related to a person or entity, or acting on behalf of any person or entity, that is targeted by Export Control Laws.
This means that You will ensure that the Course, related services, and/or technical data are 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 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 Your compliance with Export Control Laws.

15. General Provisions

a) These Terms of Service and its Parties

These Terms of Service together with the order accepted by Us form the entire agreement and replace any previous agreement between You and Us in relation to its subject matter. By accepting these Terms of Service, You agree to use and ensure that You will use the Course in accordance with the JetBrains Academy Plugin User Agreement, available at: https://www.jetbrains.com/legal/docs/terms/jetbrains-academy/plugin/ and the JetBrains Products Acceptable Use Policy, available at https://www.jetbrains.com/legal/docs/terms/acceptable-use-policy/ and the JetBrains Team Tools User Agreement, available at https://www.jetbrains.com/legal/docs/agreements/teamware.html. Except as expressly mentioned, these Terms of Service do not apply or give rights to anyone else ('no third-party beneficiaries').

b) Reservation of Rights

JetBrains reserves the right at any time to cease its support of the Course and to alter prices, features, specifications, capabilities, functions, terms of use, release dates, general availability, and other characteristics of the Course. Nothing in these Terms of Service limits any rights a consumer may have under applicable consumer protection laws.

c) Changes to these Terms of Service

The Terms of Service can be updated from time to time to reflect changes in the Course and how it is offered to you.

(A) If this happens, we will update the terms on the JetBrains Website and let you know either:

(i) by displaying them to you in the Course;

(ii) in your JetBrains Account; or

(iii) by sending the updated version to the email address provided to Us by You.

(B) Any updated Terms of Service will become effective on the date specified in the updated Term of Service. By continuing to use the Course after the effective date, you agree to be bound by the modified Terms of Service.

(C) We respect that you may not agree to the updated Terms of Service. If that is the case, you can terminate your Subscription any time up to thirty (30) days after the effective date of the updated Terms of Service. Termination according to this Section entitles you to a pro-rata refund of the pre-paid unused Subscription fees.

d) Severability

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

e) Interpretation

Any heading, title, or paragraph summary is only for convenience and does not affect the interpretation of these Terms of Service. Any instance of an inclusive word, such as 'including', is not comprehensive and refers to other items in that category. References to time or periods of time are determined in reference to Central European Time.

f) No Waiver

Any waiver of Our rights under these Terms of Service must be in writing and signed by Us.

g) Governing Law and disputes

These Terms of Service 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 the agreement constituted by these Terms of Service undertake to use the best commercial efforts to amicably settle any disputes arising hereunder ("Dispute").

Should the parties to these Terms of Service fail to settle a Dispute amicably, the Dispute will be excluded from the jurisdiction of general courts and the Dispute 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; if you are a consumer, we both 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's online platform for dispute resolution (ec.europa.eu/consumers/odr).

Notwithstanding this, You agree that We will still be allowed to apply (i) for payment orders (or otherwise enforce payment for the Course provided under these Terms of Service) in the jurisdiction in which You have Your residence, and (ii) for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

h) Personal Data

Any information directly or indirectly identifying an individual or other data protected under an applicable law as personal data ("Personal Data"), that We will process on Your behalf in connection with these Terms of Service, will be processed in accordance with the Data Processing Addendum at https://www.jetbrains.com/legal/dpa/ which is a part of ('incorporated into') these Terms of Service. We may also process some of Your Personal Data in connection with these Terms of Service in our capacity as a data controller in accordance with our Privacy Notice at https://www.jetbrains.com/legal/docs/privacy/privacy/.

i) Force Majeure

We will not be responsible ('liable') for any delay or failure to perform any obligation under these Terms of Service 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.

j) Children and minors

If You are under 18 years old, then by entering into these Terms of Service You explicitly stipulate that:

(i) you have legal capacity to conclude these Terms of Service or that you have valid consent from a parent or legal guardian to do so and

(ii) You understand the JetBrains Privacy Notice. You may not enter into these Terms of Service if You are under 13 years old. IF YOU DO NOT UNDERSTAND THIS SECTION, DO NOT UNDERSTAND THE JETBRAINS PRIVACY NOTICE AVAILABLE AT: https://www.jetbrains.com/legal/docs/privacy/privacy.html, OR DO NOT KNOW WHETHER YOU HAVE THE LEGAL CAPACITY TO ACCEPT THESE TERMS OF SERVICE, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.

k) Contract review

By agreeing to these Terms of Service, You are confirming to Us that:

i) You have had sufficient opportunity to read, review, and consider these Terms of Service;
ii) You understand the content of each paragraph of these Terms of Service; and
iii) 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 do not apply to these Terms of Service.

For further information, please contact us at legal@jetbrains.com.