

JETBRAINS ACADEMY PLUGIN USER AGREEMENT

Version 1.1, effective as of September 19, 2024

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

1. Introduction

This JetBrains Academy Plugin User Agreement (“Agreement”) describes how You can access, purchase, and use JetBrains Academy Plugin.

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 (“User” or “You“). JetBrains and User may each also be referred to individually as a “Party” or jointly as the “Parties”.

2. Right to use JetBrains Academy Plugin

JetBrains Academy Plugin is licensed under Apache 2.0. License (available at <https://www.apache.org/licenses/LICENSE-2.0>).

3. Your Content

a) You own Your Content

You own the content created by You through JetBrains Academy Plugin, such as tasks solutions or educational content (“Content”), and keep all Your proprietary rights, including intellectual property rights. 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 to host or share a work that You did not create, You warrant and represent that You have all the necessary permissions, approvals, and licenses to make such work available through JetBrains Academy Plugin. You also 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 this Agreement) 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).

b) Sharing of Your Content with Your consent

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 JetBrains Academy Plugin during Your use of 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.

c) Educational or other users' content

In 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 acknowledgement, 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).

4. Integration of JetBrains Academy Plugin

JetBrains Academy Plugin also includes a feature that allows You to integrate it with an educational platform designed for online learning, the dissemination of educational content, and interaction between students and teachers. By using this feature, You warrant and represent that You have the necessary authorization from Your academic institution to integrate the platform with JetBrains Academy Plugin.

5. Indemnification

If there are any claims, damages, losses, liabilities, or fees and similar expenses, including fair ('reasonable') attorney fees, brought against Us on the basis that Your Content, its use, or development infringes someone else's (a 'third-party') rights, or that You have illegally or without permission claimed someone else's rights (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 such 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.

6. IMPORTANT – YOUR RISK AND OUR DISCLAIMERS

(RISK) JETBRAINS ACADEMY PLUGIN AND ANY JETBRAINS ACADEMY PLUGIN SUPPORT IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. YOU ACCESS AND USE JETBRAINS ACADEMY PLUGIN AT YOUR OWN RISK.

(WARRANTIES & REPRESENTATIONS) EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS AND GIVE NO WARRANTIES IN RELATION TO JETBRAINS ACADEMY PLUGIN - EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THIS INCLUDES WARRANTIES THAT JETBRAINS ACADEMY PLUGIN FEATURES 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.

7. IMPORTANT – LIMITATION OF OUR LIABILITY

(TYPES OF DAMAGES) WE WILL NOT BE LIABLE TO YOU OR ANY OF YOUR USERS 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, OR YOUR USERS' INABILITY TO USE JETBRAINS ACADEMY PLUGIN, INCLUDING AS A RESULT OF A SUSPENDED SUBSCRIPTION OR THE CANCELLATION OF YOUR SUBSCRIPTION OR THIS AGREEMENT;
- b) OUR DECISION TO NO LONGER PROVIDE JETBRAINS ACADEMY PLUGIN FOR BUSINESS, ECONOMIC, LEGAL, OR REGULATORY REASONS;
- c) YOUR HAVING MADE JETBRAINS ACADEMY PLUGIN AVAILABLE TO YOUR USERS;
- d) YOUR USE OF JETBRAINS ACADEMY PLUGIN BEING CONTRARY TO OR INCONSISTENT WITH THE DOCUMENTATION;
- e) THE COST OF PROVIDING A SUBSTITUTE FOR JETBRAINS ACADEMY PLUGIN;
- f) ANY UNANTICIPATED OR UNSCHEDULED UNAVAILABILITY OF JETBRAINS ACADEMY PLUGIN OR A FEATURE OF IT FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES, OR OTHER INTERRUPTIONS;
- g) ANY INVESTMENTS, EXPENSES, OR COMMITMENTS THAT YOU OR A USER MAKE RELATING TO THIS AGREEMENT OR YOUR ACCESS TO OR USE OF JETBRAINS ACADEMY PLUGIN; OR
- h) ANY MODIFICATION, DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE ANY OF YOUR DATA CAUSED BY YOU OR YOUR USERS.

(MAXIMUM LIABILITY) OUR MAXIMUM, OVERALL ('AGGREGATE') LIABILITY RELATING TO THIS AGREEMENT IS LIMITED TO THE GREATER OF FIVE (5) US DOLLARS OR THE AMOUNT THAT YOU ACTUALLY PAID TO US FOR JETBRAINS ACADEMY PLUGIN IN THE SIX (6) MONTHS BEFORE YOU CLAIMED THAT WE WERE LIABLE. 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.

8. Term and Termination

a) Term

This Agreement starts ('take effect') when You click the "I Accept" button or provide similar consent to ('be bound by') this Agreement. This Agreement continues unless it is ended ('terminated') earlier either by You or Us as described in this Agreement.

b) Termination by You

You can terminate this Agreement by uninstalling JetBrains Academy Plugin from Your devices. In addition to that, You can terminate this Agreement if We breach it. This must be done by letting Us know ('give notice') that We have breached this Agreement. If this breach is not resolved within thirty (30) days, this Agreement will end.

c) Termination by Us

We may terminate this Agreement if:

- i) You materially breached this Agreement and failed to remedy the breach within thirty (30) days of written notice;
- ii) We are required to do so by law (for example, where the provision of JetBrains Academy Plugin to You is, or becomes, unlawful); or
- iii) We elect to discontinue JetBrains Academy Plugin, in whole or in part.

We will make a reasonable effort to notify You via email thirty (30) days prior to termination of this Agreement in the events specified in Sections 7(c)(ii) and 7(c)(iii) above.

In the event of termination for cause specified in Section 7(c)(ii), We will make reasonable efforts to notify You three (3) days prior to termination of this Agreement.

d) Effect of termination

Upon the expiration or termination of this Agreement, You will be entitled to use JetBrains Academy Plugin under the license specified in Section 2. In case of the Agreement expiration or termination, or if You disable storage of Your Content on JetBrains servers in JetBrains Academy Plugin settings. We will store Your Content for a limited period of at least 30 days in order to enable You to make Your own copy. After this period We will have no obligation to store or make available to You any of the hosted Content and, unless legally prohibited, We will have the right to remove such Content from Our servers. Sections 4, 5, 6, and 8 of this Agreement will remain in effect.

9. General Provisions

a) 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 this Agreement, will be processed in accordance with the Data Processing Addendum at <https://www.jetbrains.com/legal/dpa> which is a part of ('incorporated into') this Agreement. We may also process some of Your Personal Data in connection with this Agreement in Our capacity as a data controller in accordance with Our Privacy Notice at <https://www.jetbrains.com/legal/docs/privacy/privacy>.

b) Governing law and disputes

This Agreement is 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 this Agreement undertake to use the best commercial efforts to amicably settle any disputes arising hereunder ("Dispute").

Should the Parties to this Agreement fail to settle a Dispute amicably, 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.