

Matter by JetBrains EAP Terms of Service

Version 1.0, effective as of October 22, 2025

Welcome to Matter by JetBrains!

These Matter by JetBrains EAP Terms of Service constitute a legally binding document, and it is important that You read them carefully.

MATTER BY JETBRAINS IS A SERVICE THAT ALLOWS YOU TO GENERATE ONLINE OUTPUTS WITHOUT ANY PROGRAMMING EXPERIENCE SOLELY BASED ON YOUR TEXT INSTRUCTIONS.

IF YOU USE MATTER BY JETBRAINS, WE MAY SEND YOUR DATA AND INPUTS TO EXTERNAL AI SERVICE PROVIDERS IN ORDER TO OBTAIN THE OUTPUT FOR YOU. YOU ARE SOLELY RESPONSIBLE FOR ALL INFORMATION WHICH YOU DECIDE TO SHARE WITH THESE EXTERNAL AI SERVICE PROVIDERS THROUGH YOUR USE OF MATTER BY JETBRAINS, INCLUDING ANY SENSITIVE OR OTHERWISE PROTECTED DATA WHICH THAT INFORMATION MAY CONTAIN.

PROVISION OF MATTER BY JETBRAINS IS STILL IN ITS EARLY STAGES AND HAS EXPERIMENTAL CHARACTER. AS SUCH, ITS OUTPUTS MIGHT NOT ALWAYS BE CORRECT OR AVAILABLE. YOU ARE RESPONSIBLE FOR EVALUATING WHETHER YOUR OUTPUTS ARE CORRECT AND FIT FOR YOUR PURPOSES. PLEASE NOTE THE DISCLAIMERS AND LIMITATIONS OF LIABILITY BELOW IN SECTIONS 7 AND 8, AS WELL AS THE INDEMNIFICATION PROVISIONS IN SECTION 6.

WITH YOUR ADMISSION TO THE EAP, YOU ARE GIVEN THE RIGHT TO ACCESS, USE, AND EVALUATE MATTER BY JETBRAINS FOR FREE WITHIN THE EAP. WE RESERVE THE RIGHT TO CHANGE THE TERMS OF THE EAP, DENY OR LIMIT ACCESS, OR END THE EAP AT ANY TIME.

You understand that by accepting these Matter by JetBrains EAP Terms of Service (by clicking the “I agree” or a similar button or by accessing or using Matter by JetBrains), You enter into a legal agreement and agree to certain legal conditions for Yourself or for the legal entity that You represent.

By accepting these Matter by JetBrains EAP Terms of Service, You confirm that You understand them, agree to them, and are at least 13 years of age.

1. Introduction

These Matter by JetBrains EAP Terms of Service (“Terms”) describe how You can access and use Matter by JetBrains.

Accepting these Terms creates a legal agreement between 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 you, either a legal entity or a natural person (“You”). We and You may each also be referred to individually as a “Party” or jointly as the “Parties”.

If You accept these Terms 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 these Terms are 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

a) Special legal phrases

There are certain phrases that have an accepted meaning for lawyers. To ensure these Terms are clear and accessible, We have included the accepted ‘legal’ phrase in parentheses after the word to show that We intend it to have the accepted ‘legal’ meaning.

b) Definitions

There are also words or phrases in these Terms that have a particular defined meaning. When the word or phrase is used for the first time, it is defined and capitalized. These Terms also use the following definitions:

“**Data**” means any of Your data processed in Matter by JetBrains. The Data may include the source code submitted by You to Matter and processed in it by JetBrains, information derived from the source code, and/or usage-related information from the User’s device submitted together with the Input. When You use Matter by JetBrains, it may automatically select, read, and process some of Your Data in order to understand the context in which it should provide an Output.

“**Documentation**” means the latest versions of all online Matter by JetBrains technical documentation available on the JetBrains Website and any other relevant Matter by JetBrains policy available on the JetBrains Website that applies to Matter by JetBrains.

“**EAP**” means any of the Early Access, Beta, Preview, and Nightly programs as referenced in the preamble of these Terms and described on the JetBrains Website or in the Documentation.

“**EAP Period**” means a period during which You can use Matter by JetBrains under these Terms as determined by Us.

“**Input**” means any instruction, source code snippet, text, or other information sent by You or Your Users to Matter by JetBrains in order to generate the Output.

“**JetBrains Website**” means the website at <https://www.jetbrains.com/> and any other website operated by Us.

“**Matter by JetBrains**” means the JetBrains software product known as Matter by JetBrains. Matter by JetBrains includes (a) the hosted service enabling generation of Outputs, (c) the Documentation, and (d) updates to Matter by JetBrains.

“**Output**” means any result generated by Matter by JetBrains in response to the Input, including text, visual previews or prototypes of web pages, source code, or other information.

“**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 these Terms.

“**User**” means any employee, independent contractor, or other individual who obtains access to Matter by JetBrains from You (including, for the avoidance of doubt, Your Affiliates).

3. Rights and Responsibilities

a) Right to use Matter by JetBrains

You can use Matter by JetBrains as long as You comply with these Terms and the Documentation. Subject to Your compliance with these Terms and the Documentation, JetBrains grants You, for the duration of the EAP Period, a royalty-free, non-exclusive, revocable, and conditional right to use Matter by JetBrains as laid out in these Terms.

JetBrains reserves the right to limit Your use of Matter by JetBrains through quotas, rate limits, and other mechanisms.

b) Your responsibilities

You are responsible for:

- i) *Users* – Your and Your Users’ actions and omissions while using Matter by JetBrains. If You become aware that any User breaches these Terms, You must notify Us and immediately revoke that User’s access to Matter by JetBrains;
- ii) *Confidentiality and security* – keeping Your usernames, passwords, or other credentials confidential and secure;
- iii) *Acceptable use* – using Matter by JetBrains in accordance with the Documentation and the JetBrains Products Acceptable Use Policy, which is available at <https://www.jetbrains.com/legal/docs/terms/acceptable-use-policy> (“**JetBrains Acceptable Use Policy**”);

iv) *Equipment* – maintaining a suitable internet connection to access Matter by JetBrains. It is also Your responsibility to have access to any hardware and any third-party software needed to run Matter by JetBrains and a browser with compatible data security protocols;

v) *Your Inputs, Outputs and Data* – ensuring that You have the necessary rights to submit Inputs to Matter by JetBrains and that such submissions are lawful; deciding on which Data will be accessible to Matter by JetBrains; verifying that the Outputs generated in response to Your Inputs are accurate and suitable for Your purposes. You are also responsible for all legal consequences, such as claims, damages, losses, liabilities, costs, and expenses, that result from Your Inputs, Outputs, or Data. If You become aware that any of Your Inputs, Outputs, or Data breach these Terms or the rights of another person (‘third party’), You must notify Us without undue delay; and

vi) *Compliance with laws* – ensuring that You and Your Users use Matter by JetBrains according to all applicable laws and governmental regulations.

c) Restrictions

You must not, and You must make sure Your Users do not:

i) *Steal* – modify all or part of the Matter by JetBrains binaries, or modify, alter, tamper with, repair, or otherwise create derivative works of Matter by JetBrains, unless We give You express permission;

ii) *Facilitate unauthorized access* – allow unauthorized access to Matter by JetBrains, unless expressly permitted by these Terms;

v) *Resell or distribute* – resell or otherwise provide Matter by JetBrains or access to Matter by JetBrains to any third party, except if We give You express permission; and

vi) *Hack* – utilize any procedures or tools to bypass Matter by JetBrains security, or utilize or allow Matter by JetBrains to be utilized for the purpose of hacking, tunneling, or otherwise gaining unauthorized access to any computer or system.

More details are included in the JetBrains Acceptable Use Policy.

4. Intellectual Property Rights and Ownership

a) We own Matter by JetBrains

We own, or have the right to use, all the proprietary and intellectual property rights to Matter by JetBrains. This includes all related trade secrets, copyrights, trademarks, service marks, patents, other registered or unregistered intellectual property, and system-generated data. System-generated data includes aggregate anonymized data on how Matter by JetBrains is used, system logs, metadata, registration and login data, and data required to provide support. These are Our rights (‘rights are reserved’) and the only rights that You have in relation to Matter by JetBrains are those that are necessary for You to access and use Matter by JetBrains in accordance with these Terms and the Documentation.

b) You own Your Inputs and Data

As between You and Us and to the extent permitted by applicable law, You own the Inputs and Data submitted together with Inputs to Matter by JetBrains and keep all proprietary rights, including intellectual property rights to them.

Every time You submit an Input and/or Data to Matter by JetBrains, You confirm that You have the right to submit these Input and/or Data and understand that You are doing so at Your own risk, and that You are solely responsible for this step and all consequences of its use in Matter by JetBrains. You also indemnify Us from any liability relating to this Input and Data (see the ‘Indemnification’ Section).

c) Your rights to use Outputs

The Outputs generated in response to Your Inputs will be considered Your data, and We will not claim any right to, title to, or interest in them. You acknowledge that Outputs are generated as a non-exclusive response to Your interaction with Matter by JetBrains, and therefore, the same or similar Outputs can also be generated for other users of Matter by JetBrains based on their inputs or the context of their use of Matter by JetBrains. You also understand

that the Outputs are sometimes a result generated by third-party large language models and, as such, can be subject to third parties' rights, including open-source licenses.

d) Feedback

You give Us the right to use, change ('modify'), commercialize, and incorporate into Matter by JetBrains any of Your ideas, suggestions, recommendations, proposals, or other feedback relating to Matter by JetBrains. You cannot withdraw this permission after it is given (it is 'irrevocable') and it is perpetual. We are not required to pay a fee for this feedback (it is 'royalty-free'), and We can transfer and give similar rights ('sublicense') to Your feedback to anyone else worldwide.

5. Access to Inputs, Data, and Outputs

a) Access Control. You give Us permission to access Your Inputs, Data, and Outputs for the following purposes:

i) We can access and utilize Your Inputs, Data, and Outputs for the purpose of providing You with Matter by JetBrains;

ii) We can access Your Inputs, Your Data, and Outputs 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 Matter by JetBrains;

iii) We have the right to access, review, and remove all or a part of Your or Your Users' Data, Inputs and Outputs if We have a good reason to ('reasonably') believe that such Data, Inputs, or Outputs breach applicable law and/or the Terms. You understand that there are laws that could require Us to disclose Your Data, Inputs, and Outputs, and, if these laws apply, We are obliged to comply with them; and

iv) We have the right to analyze and use behavioral data related to Your use of Matter by JetBrains for usage analysis and products improvement as described in the Data Collection and Use Policy available at <https://www.jetbrains.com/help/ai/data-collection-and-use-policy.html>.

b) Engagement of External AI Service Providers. JetBrains reserves the right to use third-party language models, provided by external AI service providers, the list of which is available at <https://www.jetbrains.com/legal/docs/terms/jetbrains-ai/service-providers/> ("AI Service Providers"). You give Us permission to process Your Inputs and Data that We select and to share them with these AI Service Providers for the purpose of providing Matter by JetBrains. You agree that We may engage a new AI Service Provider at any time.

c) Use of Your Inputs, Data, and Outputs for Service Improvement. If You consent to detailed data collection, You give Us permission to host, store, and alter Your Inputs and Your Data in Matter by JetBrains, copy them to Our database, make backups, and analyze them on Our servers for the purpose of improving Our products and services as described in the Data Collection and Use Policy available at <https://www.jetbrains.com/help/ai/data-collection-and-use-policy.html>.

d) No Use of Your Inputs and Data for Training of Language Models. We undertake that We will not use Your Inputs, Data, and Outputs for training any AI model that generates code, text, or another type of output from which Your Inputs, Data, and Outputs could be extracted, unless You agree to it. When We engage AI Service Providers for Matter by JetBrains, We ensure that they are bound by substantially the same restrictions. However, Your Inputs, Data, and Outputs may be monitored by Us or the AI Service Providers to prevent violation of applicable acceptable use policies and may be stored and used for a limited period.

e) No Obligation to Store Outputs. You acknowledge that We are not obliged to store the Outputs for any particular period of time, and it is Your responsibility to accurately download or otherwise save them.

6. Indemnification

a) Indemnity

If there are any claims, damages, losses, liabilities, or fees and similar expenses, including fair ('reasonable') attorney fees, brought against Us or the AI Services Providers connected to Matter by JetBrains that are related to any of the following claims (each of these is defined as a "Claim"):

- i) *Access and use of Matter by JetBrains* – Your or Your Users’ access or use of Matter by JetBrains. This includes all activities related to Your authentication and any actions taken by Your Users in relation to Matter by JetBrains;
- ii) *Breach of these Terms* – the breach of these Terms (including the JetBrains Acceptable Use Policy) by You or any of Your Users;
- iii) *Your Inputs and Outputs* – Your Inputs and Outputs or the combination of Your Inputs and Outputs with other data, infrastructure, or processes. This includes any allegation that Your Inputs and Outputs, or their use, development, design, production, advertising, or marketing, infringe upon the rights of someone else (a ‘third party’), or that You have illegally or without permission claimed someone else’s rights; or
- iv) *Disagreements* – disagreement between You, or any of Your Users, and another person;

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 or the AI Service Providers and their owners, directors, employees, agents, and representatives harmless, from any and all Claims.

b) 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 (‘reserve the right to’) take full control of Your defense and settlement at any time.

7. IMPORTANT – YOUR RISK AND OUR DISCLAIMERS

(RISK) MATTER BY JETBRAINS AND ANY MATTER BY JETBRAINS SUPPORT IS PROVIDED ON AN ‘AS IS’ AND ‘AS AVAILABLE’ BASIS. YOU ACCESS AND USE MATTER BY JETBRAINS AT YOUR OWN RISK.

(WARRANTIES AND REPRESENTATIONS) EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, WE MAKE NO REPRESENTATIONS AND GIVE NO WARRANTIES IN RELATION TO MATTER BY JETBRAINS – EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THIS INCLUDES WARRANTIES THAT MATTER BY JETBRAINS 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) IT IS YOUR RESPONSIBILITY TO IMPLEMENT REASONABLE AND APPROPRIATE MEASURES TO ENSURE THE SECURITY OF YOUR ACCESS TO AND USE OF MATTER BY JETBRAINS. IF YOU BECOME AWARE OF ANY VULNERABILITIES IN MATTER BY JETBRAINS, YOU SHOULD REPORT THEM TO JETBRAINS WITHOUT UNDUE DELAY.

8. 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 MATTER BY JETBRAINS, INCLUDING AS A RESULT OF THE CANCELLATION OF THESE TERMS;

- b) OUR DECISION TO NO LONGER PROVIDE MATTER BY JETBRAINS FOR BUSINESS, ECONOMIC, LEGAL, OR REGULATORY REASONS;
- c) YOUR HAVING MADE MATTER BY JETBRAINS AVAILABLE TO YOUR USERS;
- d) YOUR USE OF MATTER BY JETBRAINS BEING CONTRARY TO OR INCONSISTENT WITH THE DOCUMENTATION;
- e) THE COST OF PROVIDING A SUBSTITUTE FOR MATTER BY JETBRAINS;
- f) ANY UNANTICIPATED OR UNSCHEDULED UNAVAILABILITY OF MATTER BY JETBRAINS OR A PART 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 MEMBER MAKE RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF MATTER BY JETBRAINS; OR
- i) ANY MODIFICATION, DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE ANY OF DATA CAUSED BY YOU OR YOUR USERS.

(MAXIMUM LIABILITY) OUR MAXIMUM, OVERALL ('AGGREGATE') LIABILITY RELATING TO THESE TERMS IS LIMITED TO THE GREATER OF FIVE (5) US DOLLARS OR THE AMOUNT THAT YOU ACTUALLY PAID TO US FOR MATTER BY JETBRAINS 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.

9. Temporary Suspension

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

- i) *Exceeding the usage limits* – You reached or exceeded the limit of Inputs and/or Outputs that are set by Us for Your usage of Matter by JetBrains (these limits may be subject to change during the EAP Period);
- ii) *Threats* – Your or Your Users' use of Matter by JetBrains might adversely impact or pose a security, privacy, or legal risk to Matter by JetBrains or any of its parts, Us, or another person ('third party');
- iii) *Breach of terms* – You or Your Users breached these Terms, 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 (see the 'Term and Termination' Section).

10. Term and Termination

These Terms will commence upon their acceptance, as set out in the preamble above, and will continue through the end of the applicable EAP Period determined by JetBrains.

You may terminate these Terms at any time by ceasing all use of Matter by JetBrains, unless otherwise specified in the Documentation.

We may terminate these Terms immediately at any time for convenience (including by no longer designating Matter by JetBrains as a part of an EAP). JetBrains may notify You of any such termination by posting the information on the JetBrains Website or by sending an email to the email address You provided.

Upon expiration or termination of these Terms by You under this Section, Sections 4(d), 4(e), 6, 7, 8, and 13 of these Terms will remain in effect.

For the avoidance of doubt, should You continue using the non-EAP versions of Matter by JetBrains after the expiration or termination of these Terms or the applicable EAP Period, the applicable terms and conditions for Matter by JetBrains will apply.

11. Notices

a) Notices by You

If You are required under these Terms to notify Us ('give notice') 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' at the physical address published on the JetBrains Website. Any time period starts five (5) business days from when You send the letter; and
- iii) by registered mail, marked for the attention of the Legal Department at the address displayed on the JetBrains Website. 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 to notify You ('give notice') of anything, We may do so:

- i) by posting the information on the JetBrains Website. Any time period starts on the day specified on the JetBrains Website;
- ii) by sending an email to the email address You provided to Us. 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.

12. 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 confirm ('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 Matter by JetBrains, 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 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.

13. General Provisions

a) These Terms and their Parties

These Terms 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, You agree to use and ensure that Your Users will use Matter by JetBrains in accordance with the JetBrains Acceptable Use Policy. Except as expressly mentioned, these Terms do not apply or give rights to anyone else ('no third-party beneficiaries').

b) Personal Data and usage statistics

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, 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. We may also process some of Your Personal Data in connection with these Terms in our capacity as a data controller in accordance with our Privacy Notice at <https://www.jetbrains.com/legal/docs/privacy/privacy/>. Provision of Personal Data as Input into Matter by JetBrains is prohibited.

c) Governing law and disputes

These terms 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 these terms undertake to use the best commercial efforts to amicably settle any disputes arising hereunder (“Dispute”).

Should the Parties to these Terms 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.

d) Force majeure

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

e) Severability

If a court finds that any part of, or word in, these Terms is not enforceable, that part or word will not affect the enforceability of the rest of these Terms.

f) Interpretation

Any heading, title, or paragraph summary is only for convenience and does not affect the interpretation of these Terms. 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.

g) Waiver

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

h) Changes to Terms and policies

These Terms can be updated from time to time, to reflect changes in Matter by JetBrains and how it is offered to You. If this happens, We will update the terms on the JetBrains Website and let You know either by:

- i) Displaying them to You in Matter by JetBrains; or
- ii) Sending the updated version to the email address which You provided to Us.

Any updated Terms will start (‘come into effect’) on the date specified in the updated Terms. By continuing to use Matter by JetBrains after the effective date, You agree to be bound by the modified Terms.

i) Relationship

Your relationship with JetBrains is that of independent parties. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, employment, or any other type of relationship.

j) Contract review

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

- You have had sufficient opportunity to read, review, and consider these Terms;
- You understand the content of each paragraph of these Terms; and
- 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.