

## **YouTrack Cloud Terms of Service**

**Version 2.0, effective as of August 14, 2024**

Welcome to JetBrains YouTrack!

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

JETBRAINS YOUTRACK REQUIRES A HEIGHTENED AWARENESS OF SECURITY-RELATED ISSUES, INCLUDING ENABLING USER ACCESS TO YOUR DATA. PLEASE FAMILIARIZE YOURSELF WITH YOUTRACK'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 YouTrack Cloud Terms of Service (by clicking the “I agree” or a similar button or by accessing or using YouTrack), 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 YouTrack Cloud Terms of Service, You confirm that You understand them, agree to them, and are at least 13 years of age.

### **1. Introduction**

These JetBrains YouTrack Cloud Terms of Service (“**Terms**”) describe how You can access, purchase, and use YouTrack.

Accepting these Terms 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 (“**Customer**” or “**You**”). JetBrains and Customer 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’).

***Summary: Accepting these Terms creates a legal agreement between You and JetBrains. There are legal implications to accepting these Terms.***

### **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:

**“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.

**“Agent”** means a User which is authorized by You to respond to Reporters.

**“Confirmation”** means an email confirming Your rights to use YouTrack and containing important information about Your Subscription Plan, such as (‘including, but not limited to’) the Subscription Period, the price of Your Subscription and the number of Users and Helpdesk Agents.

**“Data”** means any of Your data that is transferred to, stored in, processed by, or otherwise used in YouTrack.

**“Data Storage Limit”** means the number of GB You and Your Users are allowed to use within YouTrack.

**“Documentation”** means the latest versions of all online YouTrack technical documentation available at <https://www.jetbrains.com/help/youtrack/> and any other relevant YouTrack policy available on the JetBrains Website that applies to YouTrack.

**“GB”** means a [gigabyte](#) of storage space available for You to use within YouTrack.

**“JetBrains Account”** means an account created by You at <https://account.jetbrains.com> enabling the administration of and/or access to YouTrack.

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

**“Reporter”** means an individual or bot with a ‘reporter account’ (as described in the Documentation) who is allowed by You to report an issue in YouTrack and communicate about it with Agents.

**“Subscription”** means Your right to use YouTrack in connection with features corresponding to Your Subscription Plan.

**“Subscription Period”** means the Subscription period described in Your Confirmation.

**“Subscription Plan”** means a subscription plan detailed in Your Confirmation and the specific features associated with it, as described on the JetBrains Website and/or in the Documentation. If the description of Your Subscription Plan in Your Confirmation is different from the description on the JetBrains Website or in the Documentation, the description in Your Confirmation takes precedence.

**“Third-Party Software”** means any third-party software program that is owned or licensed by someone other than Us and is described on the JetBrains Website.

“**User**” means an individual or a bot with a user account created by You granting the individual or bot the right to access YouTrack and use it to communicate with other Users as further detailed in the Documentation. The term User does not include Reporters.

“**YouTrack**” means the JetBrains product offering known as “JetBrains YouTrack Cloud” hosted by JetBrains, including the Documentation and any incorporated Third-Party Software.

**Summary: Words starting with capital letters have special meanings. They are defined in this section or wherever they are used for the first time in these Terms.**

### **3. Subscription, Rights, and Responsibilities**

#### **a) Subscription**

i) *Subscription Plan* – In order to use YouTrack, You must have a Subscription (either a free or paid Subscription Plan). Your Subscription gives You and any of Your Affiliates authorized by You the ability to use YouTrack in accordance with the limits described in Your Subscription Plan. Depending on Your Subscription Plan, You will have access to different features and You will be subject to certain limits. These features and limits are described on the JetBrains Website. The most important limits include the number of Users and Helpdesk Agents. If You need more Users or Helpdesk Agents than You purchased in Your Subscription You can upgrade Your Subscription at any time.

ii) *Data Storage Limit* – Your Data Storage Limit is determined by the number of Users included in Your Subscription. If You need to increase Your Data Storage Limit, You can do so by purchasing an upgrade of Your Subscription to increase the number of Users. The increase of Users under Your Subscription will also increase Your Data Storage Limit.

iii) *Automatic Renewals* – If You purchase a monthly Subscription, Your Subscription Period will renew automatically for an additional month, unless You opt out from the automatic renewal in Your JetBrains Account before the end of the current Subscription Period. Your Annual Subscription will renew automatically only if automatic renewal is enabled at the time of purchase of the Subscription or at a later date in Your JetBrains Account. You can opt out of the automatic renewal of Your Subscription or activate it in Your JetBrains Account at any time. If You remove the payment method used for the purchase of the Subscription that should be renewed, automatic renewal will be disabled until You decide to activate it.

iv) *Trial Subscription* – You may be eligible for an evaluation Subscription (“**Trial Subscription**”), as described in the Documentation or on the JetBrains Website. The Trial Subscription is free and must be used only to assess whether YouTrack suits Your needs. You are eligible for one Trial Subscription. When the Trial Subscription ends, You will have the option to continue with a paid Subscription Plan, use the free Subscription Plan, or stop using YouTrack. If You stop using YouTrack, We will suspend the Trial Subscription and maintain Your Data for the period specified in the Documentation, in case You decide to purchase a Subscription within that time frame. If You do not let Us know before the end of the period for which the data is stored that You would like to purchase a Subscription, the preserved Data will be permanently deleted.

#### **b) Right to use YouTrack**

You and Your Affiliates authorized by You can use YouTrack as long as You comply with these Terms, the Documentation, and the limits of Your Subscription. Subject to Your compliance with

these Terms and Documentation, JetBrains grants to You during the Subscription Period a non-exclusive, revocable, conditional, worldwide right to use YouTrack as laid out in this section.

### **c) Your responsibilities**

You are responsible for:

i) *Users and Reporters* – creating and maintaining a JetBrains Account and the permissions You grant to Your Users and Reporters, including registering User accounts, and Your and Your Users' and Reporters' actions and omissions while using YouTrack. If You become aware that any User or Reporter breaches these Terms, You must notify Us and immediately revoke that User's or Reporter's access to Your workspace in YouTrack.

ii) *Confidentiality and security* – keeping Your usernames, passwords, and access tokens confidential and secure, and making sure that Your Users do the same;

iii) *Acceptable use* – using YouTrack 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**”);

iv) *Equipment* – since all deliveries under these Terms will be electronic, You must have a suitable internet connection in order to access Your JetBrains Account and to receive any deliveries. It is also Your responsibility to have access to any hardware and any third-party software needed to run YouTrack, such as a browser with compatible data security protocols;

v) *Your Data* – all Data that You or Your Users submit, store, or use in YouTrack, including ensuring that it is legal for You and Your Users 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 or another person's ('third-party') rights, You must notify Us and remove this Data from YouTrack;

vi) *Settings* – maintaining the settings recommended in the Documentation; and

vii) *Compliance with laws* – ensuring that You and Your Users use YouTrack according to all applicable laws and governmental regulations.

### **d) Restrictions**

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

i) *Interfere* – reverse-engineer, disassemble, or decompile all or part of YouTrack, or try to derive the source code of YouTrack in any way, unless applicable law allows it;

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

iii) *Cheat* – use, or try to use, YouTrack in a way that avoids incurring fees as specified in Section 6;

iv) *Transmit illegal Data* – use YouTrack 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, any other legal agreement with Us, or Our policies, or is otherwise illegal;

v) *Facilitate unauthorized access* – allow unauthorized access to YouTrack, unless expressly permitted by these Terms;

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

vii) *Hack* – utilize any procedures or tools to bypass YouTrack security, or utilize or allow YouTrack 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 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 YouTrack available to You. YouTrack may be unavailable to You during planned downtime, failures of YouTrack – 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).

***Summary: You may use YouTrack according to these Terms. Do not breach the restrictions outlined above, as they are an important part of these Terms, and do not alter the recommended settings. Both Parties to these Terms have certain responsibilities and need to approach them with the appropriate level of seriousness. Please pay attention to the time period in which You are entitled to use YouTrack, the fact that Your Subscription renews automatically, and the number of Users and Helpdesk Agents You have purchased in Your Subscription Plan.***

### **4. Intellectual Property Rights and Ownership**

#### **a) We own YouTrack**

We own, or have the right to use, all the proprietary and intellectual property rights to YouTrack. This includes all YouTrack-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 YouTrack 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 YouTrack are those that are necessary for You to access and use YouTrack in accordance with these Terms and the Documentation.

#### **b) You own Your Data**

You own Your Data submitted to or created by You in YouTrack and keep all proprietary rights, including intellectual property rights. Every time You submit Data to YouTrack, 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 YouTrack. You also indemnify Us from any liability relating to this Data (see the 'Indemnification' Section).

#### **c) Feedback**

You give Us the right to use, change ('modify'), commercialize, and incorporate into YouTrack any of Your ideas, suggestions, recommendations, proposals, or other feedback relating to YouTrack. 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.

#### **d) Third-Party Software**

You understand that YouTrack integrates Third-Party Software and that by using YouTrack You might be using Third-Party Software. This Third-Party Software is provided to You on the terms and conditions of the respective Third-Party Software and You need to comply with those terms and conditions, which are available here: <https://www.jetbrains.com/legal/third-party-software/>. Nothing in these Terms limits Your right to use Third-Party Software under those applicable terms and conditions.

#### **e) AI Features**

YouTrack includes features leveraging artificial intelligence ("AI Features"). As a part of Your Subscription, You can use YouTrack's native AI features, which are described in the Documentation. These native AI Features are provided by AI models deployed by Us, and they do not send Your Data to any third-party AI service providers. When You use these native AI Features, any content created by them will also be considered Your Data. You will be solely responsible for its use, and We will claim no right to, title to, or interest in it. You acknowledge that the content generated by the native AI Features is a non-exclusive response to Your input to YouTrack, and thus, the same or similar content can also be generated for Our other customers who share similar input in the same context. We undertake that We will not use Your Data for the training of AI models. If You do not want to use the AI Features of YouTrack, You can disable them for all Users in Your YouTrack settings at any time. Besides the native AI features, You can also obtain a JetBrains AI subscription and enable advanced AI features in YouTrack. The use of these advanced AI features provided by JetBrains AI is governed by a separate agreement.

***Summary: YouTrack and all intellectual property relating to YouTrack is owned by Us unless We integrated Third-Party Software listed on the JetBrains Website. Any Data submitted by You remains Yours. However, You provide Us with certain limited and necessary rights to it so that We can provide YouTrack and all its features to You. You have control over Your Data and maintain responsibility for it. When You share feedback with Us, We are allowed to use it as we see fit. You also decide whether Your users will be able to use certain AI features included in YouTrack.***

### **5. Access and Your Data**

#### **a) Access control**

If You use YouTrack, Your Data might be accessible to Us and visible to other Users, Reporters or public, depending on the nature of Your Data, and the specific YouTrack feature that You use. 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 YouTrack service* – We can access and utilize Your Data for the purpose of providing You with the YouTrack service and other information to Users;

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 YouTrack;

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 or Your Users’ Data if We have a good reason to (‘reasonably’) believe that the Data breaches the law or these Terms. 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 YouTrack, You give (‘grant’) Us certain permissions (‘rights’) so that We can provide the YouTrack service to You. Each of these permissions takes effect immediately when Your Data is submitted to YouTrack. Each permission ends when Your Data is removed from YouTrack, except as described in the Documentation or in Your Subscription Plan. You understand that these permissions are necessary to use YouTrack and You will not receive any payment for them.

### *i) Permission that You grant to Us*

You give Us permission to host, store, copy, alter, utilize, parse, display, publish, and share Your Data in YouTrack with You, and You allow it to be similarly shared in YouTrack with Your Users. 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 Users or third parties engaged by Us in the services under these Terms) without Your permission.

### *ii) Permission that You grant to Users, Reporters, and the public*

You understand that, depending on the specific settings You choose in YouTrack, Your Users, Reporters, or the public may be able to access and use any or all of Your Data submitted to YouTrack. You give Us permission to provide this access to them. These rights can be given to multiple Users, Reporters, or the public (are ‘non-exclusive’) and apply worldwide.

## **c) Manual deletion**

You can request the manual deletion of Your Data stored in YouTrack 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.

***Summary: Any Data created by You is Yours. You have control over Your Data, as well as responsibility for it. However, You grant Us certain rights with respect to this data so that We can provide YouTrack and all its features to You.***

## **6. Fees and Payments**

### **a) Subscription fees**

You agree to pay Subscription fees based on the pricing described on the JetBrains Website and in these Terms and We will charge You based on Your Subscription Period duration, number of Users, and number of Helpdesk Agents.

### **b) Subscription billing**

i) *Monthly Subscriptions* – At the end of the Subscription Period, You will be charged Subscription fees according to Your Subscription Plan for the maximum number of Users and for the maximum number of Helpdesk Agents registered in YouTrack during that month. Banned User accounts are not included in the calculation.

ii) *Annual Subscriptions* – Fees for annual Subscriptions are charged as a combination of upfront payment for the number of Users and Helpdesk Agents included in Your Subscription and additional charges for Users and Helpdesk Agents exceeding the prepaid number during the Subscription Period (overuse). At the beginning of the Subscription Period, You will be charged based on the number of Users and Helpdesk Agents You selected. Throughout the Subscription Period, unless You purchased YouTrack from a reseller or a distributor, You may add more Users up to a maximum of 150% of the number of prepaid Users and add more Helpdesk Agents up to a maximum of 150% of the number of prepaid Helpdesk Agents set in the original Confirmation. If You would like to add Users or Agents in numbers that exceed this limit, You will be required to make a separate order. The maximum number of Users and Helpdesk Agents each month is tracked automatically. At the end of the Subscription Period, You will be charged for the total number of overused Users and Helpdesk Agents added each month according to the monthly pricing specified on the JetBrains Website. The possibility to add Users and Agents exceeding the numbers included in Your Subscription is possible only as long as you have a valid payment method assigned to Your YouTrack Subscription. Banned User accounts are not included in the calculation.

### **c) Purchasing directly or through authorized resellers and distributors**

These Terms apply whether You pay the fees described above directly to JetBrains or through an authorized JetBrains reseller or distributor. However, if You purchase YouTrack through a reseller or a distributor, You are not permitted to add Users or Helpdesk Agents in accordance with Section 6 b) (ii). Neither resellers nor distributors are authorized to make any promises or commitments on JetBrains' behalf, and You understand and agree that JetBrains is not bound by any obligations to You other than as specified in these Terms.

### **d) Payments**

i) *Payment terms* – Unless We agreed to specific payment or billing terms in these Terms, fees according to these Terms must be paid by You in accordance with the JetBrains Terms and Conditions of Purchase (available at [www.jetbrains.com/legal/docs/store/terms/](http://www.jetbrains.com/legal/docs/store/terms/)) or in accordance with the terms provided to You by Your authorized JetBrains reseller or distributor, whichever are applicable.

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 ('counterclaim').

iii) *Taxes* – All Subscription fees, and other amounts relating to YouTrack, exclude any and all applicable taxes and similar fees (except taxes based solely on Our income) now in force or that

may be imposed in the future on the provision of YouTrack. You are responsible for all taxes, levies, and duties, such as value-added tax ('VAT'), sales tax, and withholding tax, that apply in Your country. You have to pay these in addition to the fees payable to Us.

#### **e) Resolution of late payments**

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

- i) limit Your Users' access to YouTrack or any of its features;
- ii) suspend Your access to YouTrack or end these Terms (see the 'Temporary Suspension' and 'Term and Termination' Section); or
- iii) downgrade the Subscription to a free Subscription Plan until the outstanding fees are paid.

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.

***Summary: To use YouTrack with a paid Subscription, You must pay Your Subscription fees on time. The duration of the initial Subscription depends on the start date You selected.***

### **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 YouTrack in accordance with the Documentation.

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

We can resolve a Support request by deciding at Our sole discretion to implement a publicly available patch, upgrade, or release in the future; by choosing to modify certain features, functionalities, 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. Confidentiality**

We undertake to keep Your Data confidential, to refrain from disclosing it to any third party except as expressly permitted in this Agreement or by You through YouTrack, and to take commercially reasonable measures to prevent any unauthorized access to it. We will only use Your Data to provide You with YouTrack or to exercise our rights and obligations under these Terms or the applicable law. You agree that We may engage third parties to provide a part of the services under these Terms. When We engage a third party to host Your Data, We will ensure that such providers will be bound by a confidentiality obligation and obligation not to use Your Data that is not less restrictive than that to which We are bound in accordance with these Terms. In any case, We will remain responsible to You for any breach of the obligation under this Section by Our providers. The obligation set out in this Section does not prevent Us or Our

providers from using the same or similar information obtained independently on Your Data without a breach of any contractual or other legal obligation.

## **9. 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 YouTrack* – Your or Your Users' access or use of YouTrack. This includes all activities related to Your JetBrains Account and any actions taken by Your personnel in relation to YouTrack;

ii) *Breach of these Terms* – the breach of these Terms by You or any of Your Users;

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, any of Your Users 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.

### **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 take full control of Your defense and settlement at any time.

## **10. IMPORTANT – YOUR RISK AND OUR DISCLAIMERS**

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

**(WARRANTIES & REPRESENTATIONS)** EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, WE MAKE NO REPRESENTATIONS AND GIVE NO WARRANTIES IN RELATION TO YOUTRACK – EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THIS INCLUDES WARRANTIES THAT YOUTRACK 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, AS WELL AS 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.

## **11. 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 YOUTRACK, INCLUDING AS A RESULT OF A SUSPENDED SUBSCRIPTION OR THE CANCELLATION OF YOUR SUBSCRIPTION OR THESE TERMS;

**B)** OUR DECISION TO NO LONGER PROVIDE YOUTRACK FOR BUSINESS, ECONOMIC, LEGAL, OR REGULATORY REASONS;

**C)** YOUR HAVING MADE YOUTRACK AVAILABLE TO YOUR USERS;

**D)** YOUR USE OF YOUTRACK BEING CONTRARY TO OR INCONSISTENT WITH THE DOCUMENTATION;

**E)** THE COST OF PROVIDING A SUBSTITUTE FOR YOUTRACK;

**F)** ANY UNANTICIPATED OR UNSCHEDULED UNAVAILABILITY OF YOUTRACK 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 USER MAKE RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF YOUTRACK; 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 THESE TERMS IS LIMITED TO THE GREATER OF ONE HUNDRED (100) US DOLLARS OR THE AMOUNT THAT YOU ACTUALLY PAID TO US FOR YOUTRACK 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.

## **12. Temporary Suspension**

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

i) *Threats* – Your or Your Users' use of YouTrack might adversely impact or pose a security, privacy, or legal risk to YouTrack 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 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).

### **13. Term and Termination**

#### **a) Term**

These Terms start (‘take effect’) when You click the “I Accept” button or provide similar consent to (‘be bound by’) these Terms. These Terms continue until the end of Your Subscription Period, unless they are ended (‘terminated’) earlier either by You or Us in the manner set out in these Terms.

#### **b) Termination by You**

You can terminate these Terms if We breach them. This must be done by letting Us know (‘give notice’) that We have breached these Terms. If this breach is not resolved within thirty (30) days, these Terms will end.

If You terminate these Terms 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 ended.

#### **c) Termination by Us**

We may terminate these Terms and Your Subscription if:

- i) You materially breached these Terms 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 Section 6 of these Terms;
- iii) We are required to do so by law (for example, where the provision of YouTrack to You is, or becomes, unlawful);
- iv) We elect to discontinue providing YouTrack, in whole or in part; or
- v) You have a free Subscription Plan and none of Your Users logged in for at least three (3) calendar months in a row.

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 in the events specified in Sections 13(c)(iii) and 13(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 13(c)(ii) or 13(c)(v), We will make reasonable efforts to notify You three (3) days prior to termination of these Terms. When these Terms are terminated as a consequence of Your breach of these Terms, no refund is provided.

#### **d) Effect of termination**

Upon the expiration or termination of these Terms, Your Subscription will be terminated, and You will have no further rights to use YouTrack; however, Sections 4(c), 4(d), 6, 8, 9, 10, 11, 14, and 17 of these Terms will remain in effect. In such a case, We will store Your Data and make it available to You for export ('download') in accordance with the Documentation and Your Subscription Plan. 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 YouTrack. 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 six (6) months from termination or expiration of these Terms, 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.

#### **14. Marketing**

If You are a legal entity, You give Us permission to publicly identify You as Our customer and refer to You by name or trade name, display Your logo and trademarks, and describe Your business in marketing materials, on the JetBrains Website, and in other public documents. You give Us permission to do this, but only for marketing purposes. We can use Your name, trade name, and trademarks. We are not required to pay a fee for this permission (it is 'royalty-free'), and it applies worldwide.

#### **15. 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](mailto: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 post, 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 to which Your Confirmation was sent. 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.

#### **16. 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 YouTrack, 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](mailto:ethics@jetbrains.com), [compliance@jetbrains.com](mailto:compliance@jetbrains.com), or [legal@jetbrains.com](mailto: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.

## **17. 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 the YouTrack in accordance with 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 do not apply or give rights to anyone else (‘no third-party beneficiaries’).

### **b) 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, 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>.

### **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.

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

#### **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 YouTrack and how it is offered to You. If this happens, We will update these Terms on the JetBrains Website and let You know either by:

- i) Displaying them to You in YouTrack;
- ii) Displaying them in Your JetBrains Account; or
- iii) Sending the updated version to the email address used in Your JetBrains Account.

Any updated Terms will start ('come into effect') on the date specified in the updated Terms. By continuing to use YouTrack after thirty (30) days from the effective date, You agree to be bound by the modified Terms.

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

#### **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:

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

#### **k) Reservation of rights**

We reserve the right to alter YouTrack prices, features, specifications, capabilities, functions, terms of use, release dates, general availability, and other characteristics. We can also alter, limit, or cease to provide YouTrack support at any time.

#### **l) Children and minors**

If You are younger than 13 years old, You cannot agree to these Terms or use YouTrack. By agreeing to these Terms You are confirming that:

- i) You have the legal capacity to enter into these Terms, or, if You are between the age of 13 and 18, You have valid consent from a parent or legal guardian to do so; and
- ii) You understand the JetBrains Privacy Notice, available at <https://www.jetbrains.com/legal/docs/privacy/privacy.html>.

IF YOU DO NOT UNDERSTAND THIS SECTION, DO NOT UNDERSTAND THE JETBRAINS PRIVACY NOTICE, OR DO NOT KNOW WHETHER YOU HAVE THE LEGAL CAPACITY TO ACCEPT THESE TERMS, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.

If You have any questions about these Terms, please contact Us at [legal@jetbrains.com](mailto:legal@jetbrains.com).