

JetBrains Academy Courses Terms of Use

Version 1.0, effective as of January 27, 2026

These JetBrains Academy Courses Terms of Use (“Terms”) constitute a legally binding document, and it is important that you read them carefully.

You understand that by accepting the Terms (by clicking the “I agree” or similar button or by accessing or using the course), you acknowledge and agree that you are entering into a binding legal agreement. You also confirm that you have read, understood, and agree to these Terms and that you are at least 13 years of age.

1. Introduction

These Terms describe how You can access, purchase, and use the courses made available through the JetBrains Academy plugin.

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 Hřebenec II 1718/8, Prague, 14000, Czech Republic, and its affiliates (“JetBrains”, “We”, or “Us”), and (ii) you, either a legal entity or a natural person (“You”), as specified in the subscription confirmation.

If You accept the Terms on behalf of a legal entity, You represent and warrant that You are authorized to enter into agreements on behalf of that legal entity. In such a case, the term “You” also includes Your employees, representatives, and other users authorized by You to access the courses.

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

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:

“Course” means a plugin designed as an educational course in the form of digital training, videos, text, assignments, or other materials made available by JetBrains through the JetBrains Academy Plugin.

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

“JetBrains Academy Plugin” means a software product belonging to JetBrains, available at JetBrains Marketplace (<https://plugins.jetbrains.com/plugin/10081-jetbrains-academy>), and governed by the JetBrains Academy Plugin User Agreement (<https://www.jetbrains.com/legal/docs/terms/jetbrains-academy/plugin/>).

“JetBrains Website” means a website operated by Us and available at <https://academy.jetbrains.com>.

“Subscription” means the time-limited right to access and use the Course in connection with the features corresponding to Your Subscription Plan.

“Subscription Period” means the period, specified in Your Subscription Confirmation, during which Your Subscription is valid.

“Subscription 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).

“Subscription Plan” means a subscription plan and the specific features and limits associated with it, as described on the JetBrains Website.

3. Subscription, Rights, and Responsibilities

a) Right to use the Course

As long as You comply with these Terms and maintain a valid Subscription, JetBrains hereby grants You a limited, worldwide, non-exclusive, revocable, non-transferable right to access and view the Course.

b) Subscription

Subscription. To use the Course, You must have a Subscription. Your Subscription grants You the ability to use the Course within the limits set out in Your Subscription Confirmation.

Subscription Plans. The Course may have multiple Subscription Plans, including free and paid Subscription Plans, which can be chosen by You at the moment of obtaining the Subscription and enrolling on the Course. You will be able to use the Course through the JetBrains Academy Plugin, depending on Your Subscription Plan and subject to its conditions.

Automatic Renewals. If You purchase a monthly Subscription, the Subscription Period will renew automatically for an additional month, unless You opt out of the automatic renewal in Your JetBrains Account before the end of the current Subscription Period. Annual Subscriptions will renew based on the settings determined by You at the moment of purchasing the Subscription. You can opt out of or activate the automatic renewal of Your Subscription in Your JetBrains Account at any time. If You remove the payment method You

used to purchase Your Subscription, the automatic renewal will be disabled until You decide to activate it.

Trial period. A paid Subscription Plan may include a trial period. If You want to try the Course, You may sign up for a trial version of the Course (“Course Trial”). The Course Trial is free of charge and consists of limited access to the Course, which will be available to You for a limited period as specified on the JetBrains Website. Upon expiration of the Course trial period, Your access to the Course will automatically terminate. The Course Trial is provided “as is” without any warranties, express or implied.

c) Your responsibilities

You are responsible for:

(i) *Permitted use* – using the Course in accordance with these Terms and in compliance with applicable laws;

(ii) *Your JetBrains Account* – registering Your JetBrains Account and providing JetBrains with a verifiable name, 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 Course, such as a browser with compatible data security protocols, as well as a suitable internet connection;

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 part of it, 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’s 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.

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 and Other Rights

a) Rights to the Course

We either own the Course, or have the right to use it and grant you the right to access and view the Course. The only rights that You have in relation to the Course are those that are necessary for You in order to use the Course in accordance with these Terms.

b) You own Your data

In the event that You created any data or materials during Your usage of the Course, You own these data and materials and retain all proprietary rights to them, including intellectual property rights.

However, You provide Us with a non-exclusive, worldwide, irrevocable, royalty-free license, which is sublicensable and transferable, to use such data and materials, copy them to Our database, make backups, and analyze them on Our servers to identify opportunities to improve the content of the Course or any other JetBrains products.

c) 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 license that is sublicensable and transferable, to use, sell, offer, import, reproduce, publicly display, distribute, modify, incorporate into Our products, or publicly perform the Feedback in any manner without any obligation, royalty, or restriction based on intellectual property rights or otherwise.

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, Subscription Plan, and the other specific features that You are using while accessing the Course.

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;

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 to* – 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. 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.

The Course may include functionality that redirects You to a third-party platform. In that case, We do not intentionally transfer any of Your data to such third party, and You are solely responsible for submitting any data to this third party via its interfaces and Your settings within the third-party platform.

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 as of the moment Your data is submitted to the Course. Each permission ends when Your data is removed from the Course, except as described in the Terms. 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) 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 website <https://www.jetbrains.com>. 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 by signing up for the Course Trial.

If You have chosen the paid Subscription Plan or if the Course does not offer the Free Subscription Plan, You agree to pay Subscription fees based on the pricing and conditions described on the JetBrains Website and in these Terms.

At the beginning of each Subscription Period, We will charge You the fee associated with Your Subscription.

b) Payments

i) *Payment terms* – Unless We have agreed to specific payment or billing conditions 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/).

ii) *Set-off* – You cannot deduct or set off any amount from the fees that You have to pay Us, even if 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 services tax (GST), digital services tax (DST) or other tax (“Local Tax”). If a 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 another entity appointed by JetBrains (including Taxamo Checkout Limited Ltd.) to invoice for fees and prices due by You under these Terms. Notwithstanding the foregoing, JetBrains remains Your counterparty and no other provisions of these Terms 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:

(a) fees payable under these Terms are considered business profits as per the relevant provision (typically Article 7) of the applicable double tax treaty and hence not subject to withholding tax in Your country, and

(b) fees payable under these Terms are not considered royalties as per the relevant provision (typically Article 12) of such double tax treaty.

c) 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 (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 Terms.

You can request Support by submitting a Support request. 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 any of Your data to Us as part of Your support request, We will keep it confidential. By providing such 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) *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.

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 any settlement process 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 AND REPRESENTATIONS) EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, 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;

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 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 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 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 the Terms* – You 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).

12. Term and Termination

a) Term

These Terms enter into effect when You click the “I agree” button or provide similar consent to be bound by them. These Terms continue until the end of Your Subscription Period, unless it is terminated earlier either by You or Us as described in these Terms.

b) Termination by You

You can terminate these Terms if We breach them. This must be done by giving Us 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 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 these Terms;
- 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 specified in Your JetBrains Account) thirty (30) days prior to termination of these Terms 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)(i) and 12(c)(ii), 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 termination of these Terms, Your Subscription will be terminated and You will have no further rights to use the Course, but Sections 4(d), 5, 8, 9, 10, and 15 of these Terms will remain in effect.

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 try to 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 after 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 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 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 the JetBrains Website;
- ii) by sending an email to the email address specified in Your JetBrains Account. 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 Your JetBrains Account.

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 and the Parties

These Terms (together with the order accepted by Us, where applicable) form the entire agreement and replace any previous agreement between You and Us in relation to its subject matter. By accepting these Terms, You also accept the JetBrains Academy Plugin User Agreement, and You agree to use the Course and the JetBrains Academy Plugin in accordance with that agreement, available at:

<https://www.jetbrains.com/legal/docs/terms/jetbrains-academy/plugin/>.

Except as expressly mentioned, these Terms 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 provision 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 limits any rights a consumer may have under applicable consumer protection laws.

c) Changes to these Terms

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

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) by displaying them to You in Your JetBrains Account; or
- (iii) by sending the updated version to the email address You provided Us in Your JetBrains Account.

Any updated Terms will become effective on the date specified in the updated Terms. By continuing to use the Course after 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 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.

d) Severability

If a particular provision of these Terms is not enforceable, the unenforceability of that provision will not affect any of the others.

e) 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.

f) No waiver

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

g) 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 the agreement constituted by 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 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) 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, 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/>.

i) 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.

j) Children and minors

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

(i) You have legal capacity to conclude these Terms 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 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, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.

k) 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.

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