

COMMITMENT TO CONSUMERS

JetBrains s.r.o., with a registered seat at Na Hřebenech II 1718/8, Nusle, 140 00 Praha 4 Czech Republic, is required by law to provide all consumers with certain information about their products or services and their rights. In addition, consumers must be granted certain rights that deviate from the generally applicable JetBrains Terms and Conditions of Purchase available at <https://www.jetbrains.com/legal/docs/store/terms/> (“Terms of Purchase”) or from the agreement governing your use of JetBrains products or JetBrains plugins, to which you enter with JetBrains when you purchase JetBrains products or JetBrains plugins, during their installation or otherwise (“Terms of Use”).

This Commitment to Consumers (“Commitment”) applies between JetBrains s.r.o. (“we” or “JetBrains”) and you, an individual customer, if you are obtaining a JetBrains product or service (“Product”) or a plugin (“Plugin”) outside the scope of your business activity or outside the scope of the independent exercise of your profession. The provisions described in this Commitment constitute an integral part of the Terms of Purchase and of Terms of Use for the purchase of the Product entered into between you and us (as applicable). **In case of any discrepancy between this Commitment and the Terms of Purchase or Terms of Use, the provisions of this Commitment will prevail.**

(a) Designation of Products and Plugins. A helpful designation of our Products and a description of their main functional characteristics, including technical protection measures, compatibility, and interoperability details, can be found on our JetBrains website under the bookmark of the relevant Product or in one place at <https://www.jetbrains.com/help/>. These details about Plugins can be found at <https://plugins.jetbrains.com/> when you select the relevant Plugin.

(b) Price of Products and Plugins. The price of paid Products and Plugins is visible in the relevant subscription options or in one place here: <https://www.jetbrains.com/store>. Payment terms can be found in the Prices and Payment Terms section of the Terms of Purchase. JetBrains Products and Plugins are made available to you online via electronic means at no additional charge or cost.

(c) Delivery. Our Products and Plugins are delivered electronically, as described in the Product Delivery section of the Terms of Purchase.

(d) Term. Our standard Product and/or Plugin subscriptions can be purchased for either a monthly recurring period or one year. When you purchase a Product or Plugin subscription, it comes with additional license terms which are detailed in the applicable Terms of Use. When the purchased Product or Plugin subscription is automatically renewed for a consecutive period, you can cancel the renewal at any time before the renewal date in your JetBrains account.

(e) Product support. If you run into a Product or JetBrains Plugin issue and need help resolving it, consider looking at our support page at <https://www.jetbrains.com/support/> and asking us a question – we would like to hear from you. Note that support for Plugins licensed by third parties must be requested from these third parties.

(f) Liability for Defects. Our goal is to create Products and Plugins that will work without defects. If you purchase a paid subscription to our Products or JetBrains Plugins, you always have the right to ask us to remove a defect that you discover within a reasonable period of time, unless its removal is impossible or unreasonably costly. You can ask for the removal of a defect:

1. during the respective subscription period in case of Products or Plugins delivered as a part of a paid subscription. If you are entitled to keep a copy of the Product after the subscription period ends without any payments (e.g., under a fall-back license) and you decide to do so, you can no longer ask for the removal of the defects.
2. two years from the delivery of the JetBrains Product or JetBrains Plugin in case of Products or Plugins delivered as a one-off download without any subscription.

(g) Right for Discount or Withdrawal. If we don’t remove the defect reported according to the previous section (f) within a reasonable time, we make a declaration from which it is obvious that we won’t remove the defect, or the defect continues to manifest itself after removal, you are entitled to a reasonable discount from the price of the Product or Plugin. We are confident that we will always find a solution to eventual difficulties together with you, but if the above approaches don’t work, or the defect is significant, you have the right to withdraw from your order. Any exclusions or limitations of our liabilities for defects stated in the Terms of Use shall not apply. We do not provide any warranty for third-party Plugins (for the scope of your warranty, please check the applicable license agreement with the Plugin licensor).

(h) Updates. Even if our Products and Plugins have built-in functionality to perform automatic updates, we ask you to perform regular checks for updates. Should you fail to update the Product, we cannot grant you the full scope of

warranty rights.

(i) Cooperation. If you notify us of any defects in our Product or JetBrains Plugin, we ask you to provide us with reasonable cooperation to investigate the cause of the defect, including assessing your digital environment, e.g., technical or program equipment and network connection. In the absence of your cooperation, you will be asked to prove the defect of our Product or Plugin.

(j) Withdrawal and Refund Program. For purchases made electronically, consumers are granted the right to withdraw from the agreements within 14 days of the purchase. Since we provide subscriptions to use digital content and certain related services, and our Products or Plugins are made available as a standard immediately after purchasing the respective subscription, you expressly agree that we can make the Product or Plugin available before the lapse of these 14 days for withdrawal. If you agree with this and decide to purchase our Product or Plugin, your right to withdraw from the order, Terms of Purchase, and/or Terms of Use will cease to exist. For many Products, we provide free trials for a limited period of time so that you may test our Product before purchasing. Should you not be happy with our Products even after purchasing a paid subscription, we also have a refund program, and you can apply for a refund as outlined in our FAQ here <https://sales.jetbrains.com/hc/en-gb/articles/115000913704>. To do so, please contact our Sales team and send us the order reference number, invoice number, or other purchase-related information.

(k) Our Liability. Our Terms of Use contain provisions that exclude or limit our liability. Such provisions shall not apply and shall be excluded to the full extent in which the applicable law prohibits such exclusion or limitation.

(l) Governing Law. The Terms of Purchase and Terms of Use are governed by the law agreed therein. However, if the law of the country where you have your habitual residence provides you with more rights that cannot be derogated by agreement, we will respect those rights.

(m) Dispute Resolution. Any dispute between JetBrains and you which cannot be settled amicably will be resolved before the court where you have your habitual residence, unless you choose to bring your action before the court of the Czech Republic. Consumer complaints can also be addressed to the Czech Trade Inspection Authority (www.coi.cz), which is also competent for the out-of-court settlement of consumer disputes. Alternatively, consumers can select the European Commission's online platform for dispute resolution (<https://ec.europa.eu/consumers/odr>).

(n) Your equipment. We would like to advise you that you must have adequate technical or software equipment and network connection for access or use of our Products.

(o) Genuine Tools. If you want to check if your tools are genuine or report an illegal use, take a look at <https://www.jetbrains.com/genuine-tools/> for more information.

(p) Feedback and Communication. If you want to share Product feedback or any complaints with us, you can do so in-Product by clicking the "submit feedback" button. In any case, you can also reach out to us at emails: sales@jetbrains.com or legal@jetbrains.com or call us at +420 241 722 501.

All customer-relevant JetBrains legal documents are available at <https://www.jetbrains.com/legal>.