# JetBrains AI Acceptable Use Policy (China)

**Version 1.0, effective as of August 27, 2024**

We hope you are enjoying JetBrains AI!

In order to keep the JetBrains AI service running smoothly, safely, and securely, JetBrains Shanghai ("**We**") needs to make sure that JetBrains AI is used fairly and is not misused by its users ("**You**"). This policy explains, in addition to the JetBrains AI Terms of Service, what We consider unfair and unacceptable use of JetBrains AI and how We can exercise Our rights in the event of a breach. The capitalized terms that are not specifically defined in this policy have the meanings defined in the JetBrains AI Terms of Service. In this document, unless We state otherwise, the word 'including' always means without limitation (i.e., there may be other instances).

You may not use the JetBrains AI service in a way that is restricted, unfair, or unacceptable. This prohibition includes submitting certain Inputs and requesting Outputs that breach this policy, in each case as determined by JetBrains.

Please note that some restrictions are required in order to comply with the acceptable use policies of the providers of AI connected to JetBrains AI. In such cases, the language adopted here is drawn from those policies, including the territory limitations, sector specific restrictions and some other limitations.

## 1. Territory Limitations

Due to the restrictions imposed by the providers of AI services connected to JetBrains AI, You may use the JetBrains AI service only in mainland China. Usage of JetBrains AI outside these territories is not allowed.

## 2. Unfair Use

Unfair use of JetBrains AI includes:

**(a)** Compromising the integrity, performance, or security of JetBrains AI, Our systems, or Our infrastructure in any way. This includes uploading or transmitting any data that contains or redirects to a harmful component or technology – such as a virus, trojan horse, or anything similar – that accesses, downloads, impedes, or otherwise interacts with JetBrains AI in an unauthorized or illegal way.

**(b)** Circumventing any security or authentication measures, including hacking Our services or gaining unauthorized access to any computer or network. We expect You to prevent unauthorized access to JetBrains AI and keep passwords and other authentication credentials secure.

**(c)** Reverse assembling, reverse compiling, decompiling, translating, or otherwise attempting to discover the source code or underlying components of models, algorithms, and systems of the large language models that are connected to JetBrains AI (except to the extent such restrictions are contrary to applicable law).

**(d)** Imposing an unreasonable load on Our infrastructure by exceeding the parameters described in the JetBrains AI documentation, using an unreasonable amount of JetBrains resources, or using JetBrains-related automated systems in an unreasonable way.

**(e)** Using any automated or programmatic method to extract data or output from the AI Services, including scraping, web harvesting, or web data extraction (except as permitted through the API).

**(f)** Intercepting any transmission to or from JetBrains AI or a JetBrains-related network server.

An attempt to do any of the above is also unacceptable, as is encouraging or permitting any third party to do so.

## 3. Unacceptable Behavior

The following uses of the JetBrains AI service are unacceptable:

**(a)** Using JetBrains AI contrary to applicable law, regulations, or governmental policies;

**(b)** Infringing or violating the rights of others, including others' intellectual property rights (such as trade secrets, copyright, trademarks, service marks, patents, and moral rights) or their right to use JetBrains AI, or uploading data that You do not own or do not have permission to use;

**(c)** Using JetBrains AI for the purpose of any activity that violates any individual's privacy, such as tracking or monitoring an individual without their consent, facial recognition of private individuals, classifying individuals based on protected characteristics, using biometrics for identification or assessment, and the unlawful collection or disclosure of personal identifiable information or educational, financial, or other protected records.

**(d)** Generating hateful, harassing, or violent content, such as content that expresses, incites, or promotes hate based on identity, content that intends to harass, abuse, threaten, or bully an individual, or content that promotes or glorifies violence or celebrates the suffering or humiliation of others.

**(e)** Generating code that is designed to disrupt, damage, or gain unauthorized access to a computer system (for example, creating malware) or engaging in activities with fraudulent, defamatory or deceptive character, including scams, coordinated inauthentic behavior, false online engagement, plagiarism, disinformation, or spam.

**(f)** Using JetBrains AI to develop models that compete with the large language model providers (providers of AI Services) connected to JetBrains AI.

**(g)** Using JetBrains AI contrary to community standards, without respect for community participation, or in a malicious manner. Inciting, engaging in, or encouraging abuse, violence, hatred, or discrimination is not acceptable, nor is language deemed malicious by JetBrains.

**(h)** Misrepresenting Yourself or Your right to use JetBrains AI. This includes misrepresenting Your user rights (for example, impersonating an 'admin' user) or impersonating another person.

**(i)** Representing that the Output was human-generated when it was not.

**(j)** Sending JetBrains AI any personal information of children under the age of 14 or the applicable age of digital consent, uploading or generating any child sexual abuse material or any content that exploits or harms children, or harming minors or interacting inappropriately with people under 14 years of age in any other way.

**(k)** Accessing and/or using JetBrains AI in any way other than as intended by Us and described in the Documentation. This includes creating bulk accounts and similar uses of JetBrains AI not authorized by JetBrains.

Sending Inputs and requesting Outputs to achieve the results described above is also prohibited.


## 4. Sector Specific Restrictions

Due to the restrictions imposed by the AI providers, the JetBrains AI service cannot be used for certain industry-specific activities:

**(a) Activities With High Risk of Physical Harm and Critical Infrastructure** – Using JetBrains AI for activity that has high risk of physical harm, including: weapons development, military use and warfare, espionage, use for materials or activities that are subject to the International Traffic Arms Regulations (ITAR) maintained by the United States Department of State, development, management or operation of critical infrastructure in energy, and water, in operation of transportation technologies or generation of content that promotes, encourages, or depicts acts of self-harm, such as suicide, cutting, and eating disorders.

**(b) Activities With High Risk of Economic Harm** – Using JetBrains AI for activity that has high risk of economic harm, including multi-level marketing, gambling, payday lending, automated determinations of eligibility for credit, employment, educational institutions, or public assistance services.

**(c) Governmental Decision-Making** – High risk government decision-making, including law enforcement and criminal justice, migration and asylum.

**(d) Unauthorized Practice of Profession** – Engaging in the unauthorized or unlicensed practice of any profession, such as offering tailored legal or financial advice without a qualified person reviewing the information.

**(e) Health Related Services** – Telling someone that they have or do not have a given health condition, or providing instructions on how to cure or treat a health condition.

**(f) Politics** – Using JetBrains AI for political campaigning or lobbying by generating high volumes of campaign materials, building conversational or interactive systems such as chatbots that provide information about campaigns or engage in political advocacy or lobbying, or building products for political campaigning or lobbying purposes.

**(g) Adult Content, Dating, and Sexual Services** – Using JetBrains AI for adult industries, and the creation of adult content (including content meant to arouse sexual excitement, such as the description of sexual activity), content that promotes sexual services (excluding sex education and wellness), erotic chat, dating apps, or pornography.

## 5. What We Can Do to Enforce This Policy

If We believe that You or a third party has breached this policy, We can exercise Our rights against the breaching party under the JetBrains AI Terms of Service. This means, without limiting any other remedies available to Us, that We can temporarily suspend or permanently cancel Your JetBrains AI subscription and revoke Your ability to use the JetBrains AI. We will notify You if We do so.

If You come across any content or behavior in violation of this policy, please contact Us using the following channels: https://www.jetbrains.com/support/ or ethics@jetbrains.com.