Kineto EAP Terms of Service

Version 1.0, effective as of December 16, 2024

Welcome to the Kineto service!

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

KINETO IS A SERVICE THAT ALLOWS YOU TO GENERATE ON-LINE OUTPUTS WITHOUT ANY PROGRAMMING EXPERIENCE SOLELY BASED ON YOUR TEXT INSTRUCTIONS.

KINETO IS BASED ON EXTERNAL AI SERVICES, SO IF YOU USE KINETO, WE WILL SEND YOUR INSTRUCTIONS TO THIRD PARTIES PROVIDING SERVICES BASED ON ARTIFICIAL INTELLIGENCE OR MACHINE LEARNING IN ORDER TO GENERATE THE OUTPUT FOR YOU. YOU ARE SOLELY RESPONSIBLE FOR YOUR INPUTS AND DATA WHICH YOU DECIDE TO SHARE WITH THESE PARTIES THROUGH THE USE OF KINETO AND FOR WHETHER THAT INPUTS AND DATA CONTAIN ANY SENSITIVE OR OTHERWISE PROTECTED INFORMATION.

KINETO IS STILL IN ITS EARLY STAGE AND HAS AN EXPERIMENTAL CHARACTER, AND THE OUTPUTS MIGHT NOT ALWAYS BE CORRECT OR AVAILABLE. YOU ARE RESPONSIBLE FOR EVALUATING WHETHER YOUR OUTPUTS ARE CORRECT AND FIT FOR YOUR PURPOSES. PLEASE NOTE THE DISCLAIMERS AND LIMITATIONS OF LIABILITY BELOW IN SECTIONS 7 AND 8, AS WELL AS THE INDEMNIFICATION PROVISIONS IN SECTION 6. YOU UNDERSTAND THAT YOUR OUTPUTS AND DATA MIGHT BE REMOVED AS DESCRIBED IN SECTION 5.

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

You understand that by accepting these Kineto Terms of Service (by clicking the "I agree" or a similar button or by accessing or using Kineto), 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 Kineto Terms of Service, You confirm that You understand them, agree to them, and are at least 13 years of age.

1. Introduction

These Kineto Terms of Service ("**Terms**") describe how You can access and use Kineto.

Accepting these Terms creates a legal agreement between JetBrains s.r.o., a company registered in the Commercial Register of the Prague Municipal Court, Section C, File 86211, ID No. 265 02 275 with its registered office at Na Hřebenech II 1718/8, Prague, 14000, Czech Republic ("**JetBrains**", "**We**", or "**Us**") and you, either a legal entity or a natural person ("**You**"). We and You may each also be referred to individually as a "**Party**" or jointly as the "**Parties**".

If You accept these Terms on behalf of a legal entity, You confirm ('represent and warrant') that You are authorized to enter into agreements on behalf of that legal entity. If these Terms are accepted using an email address provided by a legal entity, We will regard ('deem') You as authorized to represent that legal entity. You must be able to enter into contracts ('have capacity').

2. Definitions

a) Special legal phrases

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

b) Definitions

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

"**AI Service**" means an artificial intelligence or machine learning based service provided by JetBrains directly or through a partnership with a third party, which is connected by Us into the JetBrains Kineto.

"**Data**" means any User's data other than Inputs that is transferred to, processed by, or otherwise used in Your Output.

"**Documentation**" means the latest versions of all online Kineto technical documentation available at JetBrains Website and any other relevant Kineto policy available on the JetBrains Website that applies to Kineto.

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

"**EAP Period**" means a period during which You can use Kineto under these Terms as determined by Us.

"**Input**" means any instruction, source code snippet, text, or other information sent by You in order to generate the Output.

"**JetBrains Account**" means an account created by You at https://account.jetbrains.com enabling the administration of and/or access to Junie.

"**JetBrains Website**" means the Kineto product website and any other website operated by Us.

"**Kineto**" means the JetBrains service known as Kineto. Kineto includes (a) the hosted service enabling generation of Outputs, (b) Outputs hosted by JetBrains (c) the Documentation, (d) updates to Kineto, and (e) incorporated Third-Party Software.

"**Output**" means a website or other application generated based on Your Inputs by Kineto.

"**Third-Party Software**" means any third-party software program that is owned or licensed by someone other than Us.

"**User**" means You and any individual (including public) to which You make Kineto or any of Your Output available).

3. Rights and Responsibilities

a) Right to use Kineto

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

JetBrains reserves the right to limit Your use of Kineto through quotas, rate limits, and other mechanisms published on the JetBrains Website or in the Documentation.

b) Your responsibilities

You are responsible for:

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

ii) *Confidentiality and security* – keeping Your usernames, passwords or other credentials confidential and secure;

iii) *Acceptable use* – using Kineto in accordance with the Documentation and the Kineto Acceptable Use Policy, which is available at https://www.jetbrains.com/legal/docs/terms/jetbrains-kineto/acceptable-use/ ("**Kineto Acceptable Use Policy**");

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

v) *Your Inputs, Outputs and Data* – ensuring that You have all the rights necessary for submitting Inputs to Kineto and that it is lawful for You and Your Users to create and use Your Outputs including any Data submitted or processed by Users within the Outputs You are also responsible for all legal consequences, such as claims, damages, losses, liabilities, costs, and expenses, that result from Your Inputs, Outputs or Data. If You become aware that any of Your Inputs, Outputs or Data breach these Terms or the rights of another person ('third party'), You must notify Us without undue delay; and

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

c) Restrictions

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

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

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

iii) *Transmit illegal data* – use Kineto 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 Inputs, suspend or ban any User, or close any User account that We believe ('in JetBrains sole discretion') breaches these Terms, any other legal agreement with Us, or Our policies, or is otherwise illegal;

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

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

vi) *Hack* – utilize any procedures or tools to bypass Kineto security, or utilize or allow Kineto 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 Kineto Acceptable Use Policy.

4. Intellectual Property Rights and Ownership

a) We own Kineto

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

b) You own Your Inputs and Data

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

Every time You submit an Input to Kineto, You confirm that You have the right to submit the Input together with Data and understand that You are doing so at Your own risk, and that You are solely responsible for this step and all consequences of its use in Kineto. You also indemnify Us from any liability relating to this Input and Data (see the 'Indemnification' Section).

c) Your rights to use Outputs

Subject to Your compliance with these Terms, JetBrains hereby grants You a non-exclusive, revocable, conditional right to access, use and modify the Output within Kineto in accordance with these Terms during the EAP Term.

d) Feedback

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

e) Third-Party Software

You understand that Kineto integrates Third-Party Software and that by using Kineto You might be using Third-Party Software available at: https://www.jetbrains.com/legal/third-party-software/.

5. Access to Inputs, Data and Outputs

a) Access control

If You use Kineto, Your Inputs and Outputs might be accessible to Us and visible to Your Users.

You give Us permission to access Your Inputs, Data and Outputs for the following purposes:

i) *To provide You with the Kineto service* – We can access and utilize Your Inputs, Data and Outputs for the purpose of providing You with the Kineto service;

ii) *For security reasons* – We can access Your Inputs, Data and Outputs if We have a good reason to ('reasonably') believe this access is required to maintain the ongoing confidentiality, integrity, availability, performance, and resilience of Our systems and Kineto; and

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

b) Permission to handle Your Inputs and Data

If You use Kineto, You give ('grant') Us certain permissions ('rights') so that We can provide the Kineto service to You. Each of these permissions takes effect immediately when Your Input together with Data is submitted to Kineto. You understand that these permissions are necessary in order to use Kineto and You will not receive any payment for them.

You give Us permission to process your Inputs together with Data and to share them with the provider of the AI Service for the purpose of generating the Outputs. The list of AI Service providers is published at https://www.jetbrains.com/legal/docs/terms/jetbrains-ai/service-providers/ and can be updated by Us at any time through the publication of a new list. The providers of the AI Services are not authorized by Us to use Inputs or Data for their own business purposes, but the Inputs and Data may be monitored by them to prevent misuse or abuse of the AI Services and the Inputs and Data may be stored for a limited period for these purposes.

c) Use of Your Inputs, Outputs and Data for Kineto improvement
For the duration of the EAP Term, You also give Us permission to host, store, alter Your Inputs, Outputs and Data in Kineto, copy it to Our database, make backups, and analyze it on Our servers to understand the usage of Kineto and identify opportunities for its improvement. It does not permit Us to sell or otherwise transfer ownership of Your Inputs, Outputs or Data to a third party, train any machine learning models that generate code, text, or another type of data from which Inputs, Data and Outputs could be extracted, or reveal the Inputs, Outputs or Data in any form to other users of Kineto.

d) Permission to remove Output

You acknowledge that Kineto in the EAP is an experimental service made available to You for free. You agree that during the EAP period, JetBrains may decide to remove Your Outputs for capacity or other operational reasons without any notice. JetBrains does not accept any liability related to Your decision which Outputs or Data will be hosted by Kineto during the EAP.

6. Indemnification

a) Indemnity

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

i) *Access and use of Kineto* – Your or Your Users' access or use of Kineto. This includes all activities related to Your JetBrains Account and any actions taken by Your Users in relation to Kineto;

ii) *Breach of these Terms* – the breach of these Terms (including the Kineto Acceptable Use Policy) by You or any of Your Users;

iii) *Your Inputs and Outputs* – Your Inputs and Outputs or the combination of Your Inputs and Outputs with other data, infrastructure, or processes. This includes any allegation that Your Inputs and Outputs, or their use, development, design, production, advertising, or marketing, infringe upon the rights of someone else (a 'third party'), or that You have illegally or without permission claimed someone else's rights; or

iv) *Disagreements* – disagreement between You, or any of Your Users, and another person; then You agree to indemnify, defend, and hold Us and Our owners, directors, employees, agents, and representatives harmless, and to indemnify, defend, and hold Our affiliates or the providers of AI Services and their owners, directors, employees, agents, and representatives harmless, from any and all Claims

then You agree to indemnify, defend, and hold Us and Our owners, directors, employees, agents, and representatives harmless, and to indemnify, defend, and hold Our affiliates or the providers of large language models 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.

7. IMPORTANT – YOUR RISK AND OUR DISCLAIMERS

(**RISK**) KINETO AND ANY KINETO SUPPORT IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. YOU ACCESS AND USE KINETO 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 KINETO – EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THIS INCLUDES WARRANTIES THAT KINETO WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, AS WELL AS WARRANTIES THAT YOUR CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

WE ALSO DENY ('DISCLAIM') ALL WARRANTIES. THIS INCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

THIS DISCLAIMER DOES NOT APPLY TO REPRESENTATIONS AND WARRANTIES THAT CANNOT BE EXCLUDED BY LAW.

(**SECURITY**) IT IS YOUR RESPONSIBILITY TO IMPLEMENT REASONABLE AND APPROPRIATE MEASURES TO ENSURE THE SECURITY OF YOUR ACCESS TO AND USE OF KINETO. IF YOU BECOME AWARE OF ANY VULNERABILITIES IN KINETO, YOU SHOULD REPORT THEM TO JETBRAINS WITHOUT UNDUE DELAY.

8. IMPORTANT – LIMITATION OF OUR LIABILITY

(**TYPES OF DAMAGES**) WE WILL NOT BE LIABLE TO YOU OR ANY OF YOUR USERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. THIS INCLUDES DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR DATA, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(**CIRCUMSTANCES OF LOSS**) WE WILL NOT BE LIABLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH:

a) YOUR OR YOUR USERS' INABILITY TO USE KINETO, INCLUDING AS A RESULT OF THE CANCELLATION OF THESE TERMS;

b) OUR DECISION TO NO LONGER PROVIDE KINETO FOR BUSINESS, ECONOMIC, LEGAL, OR REGULATORY REASONS;

c) YOUR HAVING MADE KINETO AVAILABLE TO YOUR USERS;

d) YOUR USE OF KINETO BEING CONTRARY TO OR INCONSISTENT WITH THE DOCUMENTATION;

e) THE COST OF PROVIDING A SUBSTITUTE FOR KINETO;

f) ANY UNANTICIPATED OR UNSCHEDULED UNAVAILABILITY OF KINETO OR A PART OF IT FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES, OR OTHER INTERRUPTIONS;

g) ANY INVESTMENTS, EXPENSES, OR COMMITMENTS THAT YOU OR A MEMBER MAKE RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF KINETO; OR

i) ANY MODIFICATION, DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE ANY OF DATA CAUSED BY YOU OR YOUR USERS.

(**MAXIMUM LIABILITY**) OUR MAXIMUM, OVERALL ('AGGREGATE') LIABILITY RELATING TO THESE TERMS IS LIMITED TO THE GREATER OF FIVE (5) US DOLLARS OR THE AMOUNT THAT YOU ACTUALLY PAID TO US FOR KINETO IN THE SIX (6) MONTHS BEFORE YOU CLAIMED THAT WE WERE LIABLE. THE MAXIMUM LIABILITY APPLIES EVEN IF WE WERE ADVISED THAT LIABILITY COULD EXCEED THE MAXIMUM LIABILITY AMOUNT OR EVEN IF THE LEGAL BASIS (I.E. TORT, BREACH OF CONTRACT, EQUITY, OR A SIMILAR BASIS) FOR A REMEDY IS INVALID.

9. Temporary Suspension

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

i) *Exceeding the usage limits* - You reached or exceeded the limit of Inputs and/or Outputs that are set by Us for Your usage of Kineto (these limits may be subject to change during the EAP Period);

ii) *Threats* – Your or Your Users' use of Kineto might adversely impact or pose a security, privacy, or legal risk to Kineto or any of its parts, Us, or another person ('third party');

iii) *Breach of terms* – You or Your Users breached these Terms, applicable law, Our policies, or someone else's rights.

We will make a reasonable effort to let You know of a suspension. Suspensions are temporary, but if the reasons for suspension are not resolved, We can end these Terms (see the 'Term and Termination' Section).

10. Term and Termination

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

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

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

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

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

11. Notices

a) Notices by You

If You are required under these Terms to notify Us ('give notice') of anything, You may do so:

i) by sending an email to legal@jetbrains.com. Any time period starts on the next business day after You send the email;

ii) by courier delivery of a letter marked for the attention of the 'Legal Department' at the physical address published on the JetBrains Website. Any time period starts five (5) business days from when You send the letter; and

iii) by registered 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 registered 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 Our records.

12. Export Control Laws

You must comply with all applicable laws and regulations relating to export restrictive measures, economic sanctions, export controls, import regulations, and trade embargoes, including those maintained by the European Union and the United States of America ("**Export Control Laws**"). You confirm ('represent and warrant') that You are not an entity, nor are You owned, controlled, or otherwise related to a person or entity, or acting on behalf of any person or entity, that is targeted by Export Control Laws.

This means that You will ensure that Kineto, related services, and/or technical data is not (i) accessed, downloaded, transferred, provided, exported, or re-exported directly or indirectly in violation of Export Control Laws; or (ii) used for any purpose prohibited by Export Control Laws.

You are also expected to report any concerns of non-compliance with these requirements and address any questions to ethics@jetbrains.com, compliance@jetbrains.com, or legal@jetbrains.com. In addition, You are required to cooperate with Us in Our efforts to verify Our and Your compliance with Export Control Laws.

13. General Provisions

a) These Terms and their Parties

These Terms together with the order accepted by Us form the entire agreement and replace any previous agreement between You and Us in relation to its subject matter. By accepting these Terms, You agree to use and ensure that

Your Users will use the Kineto in accordance with the Kineto Acceptable Use Policy. Except as expressly mentioned, these Terms do not apply or give rights to anyone else ('no third-party beneficiaries').

b) Personal Data and usage statistics

Any information directly or indirectly identifying an individual or other data protected under an applicable law as personal data ("**Personal Data**"), that We will process on Your behalf in connection with these Terms, will be processed in accordance with the Data Processing Addendum at https://www.jetbrains.com/legal/dpa/ which is a part of ('incorporated into') these Terms. We may also process some of Your Personal Data in connection with these Terms in our capacity as a data controller in accordance with our Privacy Notice at https://www.jetbrains.com/legal/docs/privacy/privacy/. Provision of Personal Data as Input into the Kineto is prohibited.

c) Governing law and disputes

These terms are governed by the laws of the Czech Republic, without reference to conflict of laws principles, and specifically excluding the United Nations Convention on Contracts for the International Sale of Goods. The Parties to these terms undertake to use the best commercial efforts to amicably settle any disputes arising hereunder ("**Dispute**").

Should the Parties to these Terms fail to settle a Dispute amicably, the Dispute will be excluded from the jurisdiction of general courts and all such Disputes will be finally decided by the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic by three (3) arbitrators in accordance with the Rules of that Arbitration Court, and the language of the proceedings will be English.

d) Force majeure

We will not be responsible ('liable') for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond Our reasonable control. This includes any 'acts of God', labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, public health emergencies, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

e) Severability

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

f) Interpretation

Any heading, title, or paragraph summary is only for convenience and does not affect the interpretation of these Terms. Any instance of an inclusive word, such as 'including', is not comprehensive and refers to other items in that category. References to time or periods of time are determined in reference to Central European Time.

g) Waiver

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

h) Changes to Terms and policies

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

i) Displaying them to You in Kineto;

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 Kineto after the effective date, You agree to be bound by the modified Terms.

i) Relationship

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

j) Contract review

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

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

This means that, to the extent permitted by applicable law, any statutory provisions relating to so-called 'form' or 'adhesion' contracts do not apply to these Terms.