JETBRAINS COMMUNITY EDITION TERMS

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Reservation of Rights — We reserve the right at any time to cease provision of or alter features, specifications, capa-bilities, functions, terms of use (including this document), release dates, general availability, or other characteristics of Community Edition products.

Governing Law — 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 this Agreement undertake to use best commercial efforts to amicably settle any disputes arising hereunder ("Dispute"). Should the parties to this Agreement 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 Arbitra-tion 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; provided that if you are a consumer, you and JetBrains 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 online platform for dispute resolution (ec.europa.eu/consumers/odr).

EAP — you may elect to use Early Access, Beta, or Nightly versions of a Community Edition product under the JetBrains Early Access Program ("EAP"). This allows you to try pre-release versions and to evaluate newly planned features. Such use is subject to the JetBrains EAP User Agreement available at https://www.jetbrains.com/legal/docs/toolbox/user_eap.html. If you cease to use EAP products but continue to use the Community Edition, such use will continue to be governed by these terms.

Opportunity to review — You declare that you have had sufficient opportunity to review these terms, understand the content of all of its clauses, negotiate its terms, and seek independent professional legal advice in that respect before entering into it. Consequently, any statutory "form contract" ("adhesion contract") regulations shall not be applicable to these terms.