

Mellum via Third-Party API Terms of Service

Version 1.0, effective as of July 25, 2025

These Mellum via third-party API Terms of Service constitute a legally binding document, and it is important that You read them carefully.

You understand that by accepting these Mellum via third-party API Terms of Service (by clicking the “I agree” or a similar button on a third-party platform, or by accessing or using Mellum via an API on such platforms, as described below), You enter into a legal agreement and are subject to certain legal conditions which subsequently apply to Yourself or the legal entity that You represent.

By accepting these Mellum via Third-Party API Terms of Service, You confirm that You understand them, agree to them, and are at least 13 years of age.

1. Introduction

Accepting these Mellum via third-party API Terms of Service (“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 Hřebenech II 1718/8, Prague, 14000, Czech Republic (“JetBrains”, “We”, or “Us”); and

(ii) You, either a legal entity or a natural person (“Customer” or “You”). JetBrains and Customer 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.

These Terms describe how You can access and use Mellum via API on the third-party platforms.

Summary: Accepting these Terms creates a legal agreement between You and JetBrains. There are legal implications to accepting these Terms.

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:

“Platform(s)” means third-party platform(s), including marketplace(s), that offer, provide access to, and make available various SaaS solutions to their customers, including AI models.

“Mellum” means versions of Mellum via third-party API, JetBrains’ large language model, that are made available via API and hosted on the relevant Platform(s).

“JetBrains Website” means the JetBrains website at www.jetbrains.com and any other website operated by Us.

“Documentation” means the latest versions of all online Mellum documentation available on the JetBrains Website and any other relevant JetBrains policy available on the JetBrains Website that applies to Mellum.

“Input” means any instruction, source code snippet, text, or other information sent by You or Your Users to Mellum.

“Output” means the source code, text, or other information received as a response to the Input, which is generated by Mellum.

“Third-Party Software” means any third-party software program that is owned or licensed by someone other than Us and is described on the JetBrains Website.

“Customer Product(s)” means any application or other service provided or used by the Customer that integrates with, connects to, or otherwise makes use of Mellum.

“User” means any employee, independent contractor, or other individual who obtains access to Mellum on Your behalf (including, for the avoidance of doubt, Your affiliates). Where the Customer’s Product(s) is made available to Your customers and/or other end users, the definition of “User” also includes such customers and/or end users.

Summary: Words starting with capital letters have special meanings. These words are defined in this section or wherever they are used for the first time in these Terms.

3. Rights and Responsibilities

a) Right to use Mellum

Subject to Your compliance with these Terms and Documentation, JetBrains grants to You a non-exclusive, non-sublicensable, revocable, conditional, worldwide right to use Mellum through the relevant Platform, as described in the Terms, for as long as Mellum is made available on such Platform ('License Term') via API, unless earlier revoked by JetBrains, including (but not limited to) in the event of the Customer's non-compliance with the Terms, Documentation and/or other agreements with JetBrains (where applicable).

b) Your responsibilities

You are responsible for:

- i) *Users* – the permissions You grant to Your Users and Your and Your Users' actions and omissions while using Mellum. If You become aware that any User breaches these Terms, You must notify Us and immediately revoke that User's access to Mellum;
- ii) *Customer Product(s)* – its performance, availability, operability, compliance with all applicable laws, its integration and compatibility with Mellum;
- iii) *Your relationship with end users of the Customer Product(s)* – Your relationship with Your own customers and/or end users of the Customer Product(s). Under no circumstances will JetBrains be a party to any contracts with them or in any way liable for the performance of the Customer Product(s) or any related end user agreements;
- iv) *Your relationship with the Platform(s)* – Your compliance with the Platforms' documentation and Your agreements with them (their providers), accessibility of your account(s), and managing any other interactions You have with the Platform(s);
- v) *Confidentiality and security* – keeping Your usernames, passwords, and any other access credentials confidential and secure, and making sure that Your Users do the same;
- vi) *Acceptable use* – ensuring that You and Your Users use Mellum in accordance with all applicable laws and governmental regulations, the Documentation and the JetBrains Products Acceptable Use Policy, which is available at <https://www.jetbrains.com/legal/docs/terms/acceptable-use-policy/> ("JetBrains Acceptable Use Policy");

vii) *Equipment* – maintaining a suitable internet connection in order to access Mellum. It is also Your responsibility to have access to any hardware and any software needed to run Mellum, including a browser with compatible data security protocols;

viii) *Your Inputs* – deciding on which Inputs will be submitted (including ensuring that it is legal for You and Your Users to make these submissions). You are also responsible for all legal consequences, such as claims, damages, losses, liabilities, costs, and expenses that result from Your Inputs. If You become aware that any of Your Inputs breach these Terms or the rights of another person ('third party'), You must notify Us without undue delay;

ix) *Evaluation of Outputs* – ensuring that all Outputs made by Mellum are correct and can be used for Your purposes.

c) Restrictions

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

i) *Resell or distribute* – resell, sublicense, or otherwise provide Mellum or access to Mellum to any third party, unless We give You express permission; and

ii) *Modify and/or fine-tune* – modify, adapt, or fine-tune Mellum in any way, unless We give You express permission.

More restrictions and unacceptable uses are included in the JetBrains Acceptable Use Policy.

Summary: You can use Mellum according to these Terms. Do not breach the restrictions outlined above, as they are an important part of these Terms.

d) Our responsibilities

We will make commercially reasonable efforts to make Mellum available to You. Mellum may be unavailable to You during planned downtime, failures of Mellum – including failures or delays caused (fully or in part) by an internet service provider or Platforms – or any unavailability caused by circumstances beyond JetBrains' reasonable control (see the 'Force Majeure' Section).

Summary: You can use Mellum according to these Terms. Do not breach the restrictions outlined above, as they are an important part of these Terms. Both Parties to these Terms have certain responsibilities and must approach them with the appropriate levels of seriousness.

4. Intellectual Property Rights and Ownership

a) We own Mellum

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

b) You own Your Inputs

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

Every time You submit an Input to Mellum, You confirm that You have the right to submit the Input 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 Mellum. You also indemnify Us from any liability relating to this Input (see the 'Indemnification' Section).

c) Your rights to Outputs

The Outputs generated for You will be considered Your data, and We will not claim any right to, title to, or interest in them. You acknowledge that Outputs are generated as a non-exclusive response to Your work with Mellum, so the same or similar Outputs can also be generated for other JetBrains customers, based on their inputs or context of their use of Mellum. You also understand that the Outputs can be subject to third-party rights, including open-source licenses.

d) Feedback

You give Us the right to use, change ('modify'), commercialize, and incorporate into Mellum any of Your ideas, suggestions, recommendations, proposals, or other feedback relating to Mellum. 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 Mellum integrates Third-Party Software and that by using Mellum, You might be using Third-Party Software available at:
<https://www.jetbrains.com/legal/third-party-software/>.

5. Access to Inputs, Outputs, and other data

While Mellum is made available via API through the Platforms and is hosted on their infrastructure, the Platforms (and their providers) will have access to Your Inputs, Outputs, and other information, in accordance with the applicable Platforms' user documentation, Your agreements with the Platforms, and Your configured settings. You are solely responsible for reviewing and configuring the appropriate privacy and access settings within the Platforms to manage such access, in accordance with the relevant user documentation and Your agreements with the Platforms.

Unless otherwise set forth in Your other agreements with JetBrains, JetBrains does not have access to Your Inputs or Outputs.

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 Platforms connected to Mellum that are related to any of the following claims (each of these is defined as a "Claim"):

- i) *Access and use of Mellum* – Your or Your Users' access or use of Mellum. This includes all activities related to any actions taken by Your Users in relation to Mellum;
- ii) *Breach of these Terms* – the breach of these Terms (including the JetBrains 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* – in case of any disagreement between You and any of Your Users, and/or another person.

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 Platforms 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') MELLUM IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. YOU ACCESS AND USE MELLUM 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 MELLUM – EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THIS INCLUDES WARRANTIES THAT MELLUM 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.

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 MELLUM, INCLUDING AS A RESULT OF A SUSPENSION OF YOUR ACCOUNT ON THE PLATFORMS, DISCONNECTION OF MELLUM FROM THE PLATFORMS, OR TERMINATION OF THESE TERMS;

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

c) YOUR HAVING MADE MELLUM AVAILABLE TO YOUR USERS, YOUR CUSTOMERS AND/OR END USERS OF THE CUSTOMER'S PRODUCT;

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

e) ANY UNANTICIPATED OR UNSCHEDULED UNAVAILABILITY OF MELLUM 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 OR YOUR USERS MAKE RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF MELLUM; OR

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

(‘MAXIMUM LIABILITY’) OUR MAXIMUM, OVERALL (‘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.

9. Temporary Suspension

We can request the Platforms to immediately suspend Your or Your Users' right to use all or part of Mellum, if We have a good reason to (‘reasonably’) believe that:

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

ii) *Breach of terms* – You or Your Users breached these Terms, Documentation, other agreements with JetBrains (where applicable), applicable law, JetBrains Acceptable Use Policy, or other related 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

a) Term

These Terms start ('take effect') when You click the "I Accept" button or provide similar consent to ('be bound by') these Terms. These Terms continue until the end of the License Term, unless they are ended ('terminated') earlier, either by You or Us as described in these Terms.

b) Termination by You

You can terminate these Terms by letting Us know ('give notice') sixty (60) days in advance.

c) Termination by Us

We may terminate these Terms if:

- i) You materially breached these Terms and/or, where applicable, other agreements with JetBrains and failed to remedy the breach within thirty (30) days of written notice;
- ii) We are required to do so by law (for example, where the provision of Mellum to You is, or becomes, unlawful);
- iii) We elect to discontinue providing Mellum, in whole or in part; or

We will make a reasonable effort to notify You via email (if available to Us) or through the Platform three (3) days prior to the termination of these Terms.

d) Effect of termination

Upon the expiration or termination of these Terms, You will have no further rights to use Mellum; however, Sections 4(d), 4(e), 6, 7, 8, 11, and 14 of these Terms will remain in effect.

11. Marketing

If You are a legal entity, You give Us permission to publicly identify You as Our customer and refer to You by name or trade name, display Your logo and trademarks, and describe Your

business in marketing materials, on the JetBrains Website, and in other public documents. You give Us permission to do this, but only for marketing purposes. We can use Your name, trade name, and trademarks. We are not required to pay a fee for this permission (it is 'royalty-free'), and it applies worldwide.

12. 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 Your email address (if available to Us) or through the relevant Platform.

13. 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 Mellum, 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.

14. General Provisions

a) These Terms and their Parties

By accepting these Terms, You agree to use and ensure that Your Users will use Mellum in accordance with the JetBrains 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

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/>.

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 their 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. 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 Mellum and how it is offered to You. If this happens, We will update these Terms on the respective Platform and let You know either by:

i) Displaying them to You on the respective Platform; or

iii) Sending the updated version to Your email address (if available to Us) or through the relevant Platform.

We recommend that You regularly check the Terms for changes and/or additions.

Any updated Terms will start ('come into effect') on the date specified in the updated Terms. By continuing to use Mellum 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:

- 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.

k) Reservation of rights

We reserve the right to alter Mellum features, specifications, capabilities, functions, terms of use, release dates, general availability, and other characteristics, including the introduction of paid versions or paid functionality. JetBrains reserves the right to limit your use of Mellum through quotas, rate limits, and other mechanisms published on the JetBrains Website or in the Documentation. If You have any questions about these Terms, please contact Us at legal@jetbrains.com.