# JetBrains Content Creators Program – Participant Terms and Conditions

**Version 2.0, effective as of 2 September 2026**

## 1. Parties and Scope

1.1 These JetBrains Content Creators Program Participant Terms and Conditions ("Program Terms") govern your participation in the JetBrains Content Creators Program (the "Program") operated by JetBrains s.r.o. ("JetBrains"), with its registered office at Na Hřebenech II 1718/8, 140 00 Prague, Czech Republic.

1.2 If the Participant registers or participates on behalf of a company or other legal entity, the Participant represents that they are authorized to accept these Program Terms on behalf of that entity, to bind such entity, and to grant JetBrains the rights set out in these Program Terms. Otherwise, the Participant participates in an individual capacity.

1.3 The Participant must be at least 18 years of age in order to become a Participant.

1.4 JetBrains reserves the right to amend these Program Terms at any time, subject to providing the Participant with not less than thirty (30) calendar days' prior written notice of any material amendment. Continued participation in the Program following expiry of the notice period shall constitute acceptance of the amended Program Terms. Where the Participant does not accept an amendment, they may terminate these Program Terms in accordance with clause 12.

## 2. The Program

2.1 The Program is a JetBrains marketing initiative designed to support content creators who produce developer-focused content by providing them with the Program Benefits set out in clause 6 in exchange for the promotional activities described in clause 5.

2.2 The Program is directed at developers, tech influencers, and software professionals who regularly create and publish digital content related to programming, software development, or technology.

## 3. Term and Renewal

3.1 These Program Terms take effect on the date of the Participant's acceptance and govern the Participant's participation in the Program for an initial term of twelve (12) months (the "**Initial Term**").

3.2 At the end of the Initial Term and each subsequent annual term, the Program Terms shall expire automatically unless renewed by mutual written agreement of the parties prior to the end of the then-current term. For the avoidance of doubt, the Program Terms shall not renew by implication or by continued performance. The Participant's free one-year subscription to the JetBrains All Products Pack (JetBrains' subscription product providing access to all JetBrains IDEs and tools, as updated from time to time, the "**All Products Pack**") is renewable subject to ongoing collaboration. Accordingly, renewal of Program perks is expressly contingent upon the Participant's fulfillment of the promotional obligations set out in clause 5 during the preceding term.

3.3 JetBrains shall issue a renewal notice to the Participant not less than fourteen (14) calendar days prior to the end of the then-current annual term, asking whether the Participant wishes to renew their participation in the Program. The Participant may request renewal of their participation in the Program at any time before or after the end of the then-current term, provided that any renewal shall remain subject to JetBrains' review and approval. For the purposes of such review, the Participant shall provide any information or evidence reasonably requested by JetBrains.

## 4. Eligibility and Ongoing Compliance

4.1 Acceptance into the Program is subject to JetBrains' assessment of the Participant's application at its sole discretion. JetBrains may reject or leave unanswered any application without providing notice, reasons, or details,

unless JetBrains decides otherwise at its sole discretion. The Participant must maintain an established audience of at least two thousand (2,000) followers on at least one content platform (meaning any publicly accessible digital platform used for the publication of content, including, without limitation, YouTube, Twitch, X, LinkedIn, Instagram, a personal blog, newsletter service, or podcast directory) at the time of application and throughout the term of the Program Terms. The Participant is expected to remain an active content creator and maintain a reasonably consistent posting schedule throughout the term of the Program Terms. JetBrains may take the Participant's continued activity, posting consistency, audience engagement, and overall suitability for the Program into account when determining the Participant's eligibility for Program benefits, perks, or renewal. JetBrains cannot support non-technical influencers or lifestyle content creators, inactive accounts or channels without recent developer content, or creators of content unrelated to programming, software development, or technology.

**4.2** The Participant represents and warrants that they meet the eligibility criteria at the time of application and shall notify JetBrains promptly if they cease to meet any eligibility criterion during the term of the Program Terms. JetBrains may verify the Participant's ongoing compliance with the eligibility criteria at any time by requesting reasonable evidence of audience size, content activity, and channel metrics. The Participant shall respond to any such request within fourteen (14) calendar days. Failure to do so shall constitute a material breach of these Program Terms.

## 5. Participant's Promotional Obligations

**5.1** In consideration of the Program Benefits provided by JetBrains under clause 6, the Participant agrees to actively promote the Program and JetBrains in their content on a reasonable and ongoing basis throughout each annual term of the Program Terms. This includes:

- Program mention: It is a requirement for renewal in the program to mention or feature the JetBrains Content Creators Program and/or JetBrains in the Participant's content in some meaningful capacity. The Participant will be requested to provide specific examples of mentions of the community offer and program participation throughout the year. These might include links to videos, screenshots, articles, etc., mentioning JetBrains and program participation.
- Participants are expected to remain reasonably active throughout the annual term and produce content featuring JetBrains products on an ongoing basis, not fewer than one (1) piece of original content per calendar year. JetBrains may review participation and activity levels when considering renewal or continued participation in the Program.
- General channel activity: maintaining a reasonable level of activity on at least one registered content channel throughout each annual term. For the purposes of this sub-clause, "original content" means any publicly accessible content created by the Participant in the field of programming, software development, or technology, regardless of whether it features or mentions JetBrains. As part of the renewal review, JetBrains may request that the Participant provide several examples of published content created during the then-current annual term that mention, feature, or otherwise meaningfully refer to JetBrains, JetBrains products, the Program, or the Participant's participation in the Program. Such examples may include, without limitation, links to videos, livestreams, posts, articles, newsletters, podcasts, screenshots, or other publicly accessible content. JetBrains may take the examples provided and the Participant's overall content activity into account when considering renewal or continued participation in the Program. Failure to provide sufficient examples or demonstrate reasonable Program-related activity may result in JetBrains declining renewal.
- For the avoidance of doubt, the Participant is not required to endorse any specific JetBrains product and shall only produce such content in respect of products or tools and services that the Participant has genuinely used;
  - where the Participant's content format makes product-focused content impractical (for example, a tech podcast about programming, AI, or other tech-related subjects), the Participant shall notify JetBrains and the parties shall agree in writing on an appropriate alternative form of contribution that fulfills the spirit of this sub-clause; and
  - this sub-clause shall be assessed over the annual term as a whole, so that any shortfall in one period may be compensated by additional qualifying content in the same annual term;

- Authenticity: ensuring that all mentions, promotions, and product-related content produced pursuant to this clause reflect the Participant's genuine experience and opinions and are consistent with any reasonable guidance provided by JetBrains.
- Use of AI-generated content: Where the Participant uses generative artificial intelligence tools or similar automated systems in the creation of any content produced pursuant to this clause 5, the Participant shall ensure that: (i) such content is substantively reviewed, edited, and validated by the Participant prior to publication so that it reflects the Participant's genuine experience, knowledge, and opinions; (ii) the Participant does not present AI-generated content as being entirely the product of the Participant's own original work where the substantive contribution of the AI tool is material; (iii) where required by applicable law, platform terms of service, or industry standards, the Participant discloses the use of AI tools in the creation of such content in a manner that is clear and conspicuous to the Participant's audience; and (iv) the use of AI tools does not give rise to any infringement of third-party intellectual property rights. Content that is wholly or predominantly generated by AI without substantive human review and editorial input by the Participant shall not qualify as Participant Content for the purposes of meeting the minimum content requirements under this clause 5.

5.2 **Advertising Disclosure**. The Participant shall clearly and conspicuously disclose their partnership with JetBrains in any content that features, reviews, or promotes JetBrains products or services where such content is created in connection with the Program or where such disclosure is otherwise required by applicable law, including but not limited to applicable consumer protection legislation, advertising standards rules, and platform-specific disclosure requirements (e.g. YouTube's paid promotion disclosure). Such disclosure shall be made in a manner that is clear to the Participant's audience prior to or at the point of any promotional mention. Where available, the Participant shall also use the relevant platform's paid promotion, branded content, or similar disclosure tools. The Participant shall follow JetBrains' reasonable instructions and any applicable campaign brief regarding disclosure wording, JetBrains account tags, hashtags, links, or other platform-specific requirements. If JetBrains reasonably considers any disclosure insufficient or non-compliant, the Participant shall promptly correct it upon JetBrains' request.

5.3 The Participant shall not make any statement regarding JetBrains, its products or services, or the Program that is demonstrably false, materially misleading, or defamatory. The Participant shall not, whether in content produced in connection with the Program or otherwise, make statements that are intended or reasonably likely to disparage JetBrains, its products, services, or personnel. For the avoidance of doubt, this clause does not prevent the Participant from making fair, balanced, and good-faith comparisons of JetBrains' products with competing products, provided such comparisons are factually accurate and not materially misleading. Nothing in this clause shall prevent the Participant from expressing genuine, good-faith opinions or constructive criticism of JetBrains' products or services, provided such statements are not knowingly false.

5.4 The Participant shall not engage in conduct in connection with the Program, or in any public conduct that makes use of or refers to JetBrains, JetBrains products, the Program, or the Participant's participation in the Program, that is unlawful, fraudulent, hateful, discriminatory, or reasonably likely to cause significant reputational harm to JetBrains, its products, services, goodwill, brand image, or the Program.

Without limiting the foregoing, JetBrains may suspend or terminate the Participant's participation in the Program where the Participant:

(i) promotes violence, hate speech, or illegal activity;

(ii) engages in fraud, deception, or other serious misconduct;

(iii) materially misrepresents their relationship with JetBrains;

(iv) uses JetBrains branding, JetBrains products, or participation in the Program in a manner reasonably likely to mislead or harm the reputation of JetBrains; or

(v) publishes content referring to JetBrains, JetBrains products, the Program, or the Participant's participation in the Program that is reasonably likely to cause significant reputational harm to JetBrains, its products, services, goodwill, brand image, or the Program.

Nothing in this clause restricts the Participant from expressing genuine opinions, constructive criticism, or fair commentary regarding JetBrains products or services.

5.5 Where JetBrains has concerns that any content published by the Participant referring to JetBrains, JetBrains products, the Program, or the Participant's participation in the Program may be unlawful, misleading, or reasonably likely to cause significant reputational harm to JetBrains, its products, services, goodwill, brand image, or the Program, JetBrains may contact the Participant to discuss those concerns and request that the Participant cooperate in good faith to reach an appropriate resolution, which may include removing, amending, or adding a clarification or disclaimer to such content. Nothing in these Program Terms limits JetBrains' rights or remedies available under applicable law in relation to any unlawful, misleading, or unauthorized use of JetBrains' name, trademarks, branding, products, services, or the Program.

5.6 Compliance with this clause 5 is an essential condition for the renewal of Program perks and benefits. JetBrains reserves the right to review the Participant's compliance with this clause prior to agreeing to any renewal.

5.7 The Participant shall use reasonable efforts to keep all content created pursuant to clause 5.1 publicly available throughout the applicable annual term. Content that is deleted, unpublished, or made private may no longer count toward the Participant's minimum content obligations under the Program. This clause does not apply where content is removed for reasons outside the Participant's reasonable control, including platform actions or technical issues.

## 6. Program Benefits

6.1 Subject to the Participant's acceptance and ongoing compliance with these Program Terms, JetBrains may, at its sole discretion and subject to availability, provide the Participant with some or all of the following benefits during each term of the Program Terms (the "**Program Benefits**"):

- a one-year All Products Pack subscription, renewable subject to ongoing collaboration;
- early previews and access to JetBrains IDEs and tools, subject to the confidentiality obligations set out in clause 10;
- dedicated social media support from JetBrains;
- invitations to webinars, collaborative events, and online events;
- exclusive merchandise and other goodies;
- additional offers, credits, or access relating to JetBrains AI tools or initiatives, including Junie, where made available by JetBrains at its sole discretion; and
- audience perks, including: a 20% discount on personal subscriptions for any JetBrains tool, or up to 12 free annual renewable JetBrains tool subscriptions for giveaways, as communicated to the Participant by JetBrains from time to time. Giveaway subscriptions shall be subject to JetBrains' standard end-user license terms in force at the time of distribution. The Participant shall, upon request by JetBrains, provide a written report identifying the recipients of all giveaway subscriptions distributed during the relevant period. JetBrains reserves the right to audit the Participant's distribution of giveaway subscriptions at any time upon reasonable notice. Any sale, exchange, or transfer of giveaway subscriptions for monetary or other consideration shall constitute a material breach of these Program Terms, entitling JetBrains to terminate the Program Terms with immediate effect in accordance with clause 12.2.

6.2 JetBrains reserves the right to modify the scope, nature, or value of Program Benefits at its reasonable discretion, subject to providing the Participant with reasonable prior notice. For the avoidance of doubt, any such modification shall not give rise to any claim for damages, compensation, or other monetary relief on the part of the Participant, and termination of the Program Terms shall constitute the Participant's sole and exclusive remedy in respect of any such modification.

6.3 Program Benefits are personal to the Participant and may not be transferred, resold, or sub-licensed to any third party, except where the use of audience perks for giveaways is expressly contemplated.

## 7. JetBrains' Use of Participant's Content and Marketing Assets

**7.1** The Participant hereby grants JetBrains consent, upon acceptance of these Program Terms, to use the Participant's name, pseudonym, likeness, logo, trademarks, and branding (collectively, the "**Marketing Assets**"), as well as any content, statements, or materials the Participant produces or publicly shares in connection with the Program (the "**Participant Content**"), for JetBrains' own marketing, promotional, and informational activities. Such use includes, without limitation:

- featuring the Participant's name and/or Marketing Assets on JetBrains' website, landing pages, and other digital properties (e.g. the Content Creators program page);
- republishing, sharing, or excerpting Participant Content in testimonials, case studies, social media posts, websites, and in broadcasts or by any other media, whether currently known or developed in the future;
- using any feedback or statements provided by the Participant as advertisements, in social media, on websites, in broadcasts, or by any other media; and
- publicly identifying the Participant as a member of the JetBrains Content Creators Program in any JetBrains communications.

**7.2** JetBrains may edit, adapt, translate, and format Participant Content and Marketing Assets, provided that the meaning is not materially altered. Where the Participant reasonably objects to a specific adaptation on the grounds that it materially alters the meaning of the original content, the Participant may request in writing that JetBrains remove or cease using the adapted material.

**7.3** The Participant grants JetBrains and its affiliates a worldwide, non-exclusive, royalty-free license to use, reproduce, display, and publish the Participant's name, branding, and Program-related content in connection with the promotion of the Program and JetBrains products and services during the term of the Program and for a reasonable period thereafter in relation to previously published materials.

**7.4** The Participant confirms that any statements or testimonials provided reflect their genuine experience and opinions. The Participant represents and warrants that: (a) any materials provided or referred to, including company names, logos, or trademarks, do not infringe the rights of any third party and that they have all necessary rights to provide such materials and grant the rights set out in these Program Terms; (b) all Participant Content is original to the Participant and has not been copied or derived from the works of any third party without appropriate authorization; and (c) where the Participant has used generative artificial intelligence tools or similar automated systems in the creation of any Participant Content, the Participant has ensured that such use does not give rise to any third-party intellectual property claims and that the Participant has complied with the applicable terms of use of such tools.

**7.5** Where Participant Content includes third-party materials, names, likenesses, voices, performances, works, trademarks, logos, or other branding, the Participant represents and warrants that it has obtained all necessary written permissions for JetBrains to use such content as contemplated under these Program Terms, and that such use will not infringe or violate any third-party intellectual property rights, personality rights, privacy rights, rights of publicity, or similar rights. The Participant will provide evidence of such permissions to JetBrains upon request.

## 8. Intellectual Property

**8.1** The Participant retains all intellectual property rights in the content they independently create. Nothing in these Program Terms shall operate to transfer ownership of such rights to JetBrains except as expressly provided herein.

**8.2** The license granted in clause 7.3 is limited strictly to the uses described in clause 7.1 and does not confer upon JetBrains any ownership interest in the Participant's intellectual property.

**8.3** JetBrains shall have absolute right, title, and interest over any materials or references created solely by JetBrains in connection with the Program, including all copyright and other rights.

**8.4** JetBrains retains all intellectual property rights in its products, brands, trademarks, and any materials it makes available to the Participant under the Program. The Participant may use JetBrains' brand assets solely as expressly authorized by JetBrains and in accordance with JetBrains' published brand guidelines.

**8.5** To the extent permitted under applicable law, the Participant waives all present and future moral rights and all equivalent or similar rights that may arise under applicable law relating to any copyright works forming part of the materials used by JetBrains pursuant to clause 7, including, without limitation, the right of integrity in connection with any editing, adaptation, translation, or formatting carried out by JetBrains in accordance with clause 7.2. To the extent that waiver of these rights is not permitted by applicable law, the Participant grants JetBrains consent to use and modify such materials to the fullest extent possible, including consent to any adaptation that does not materially alter the meaning of the original content.

**8.6** The Participant shall promptly notify JetBrains in writing if the Participant becomes aware of any actual or threatened claim by a third party alleging that any Participant Content or Marketing Assets infringe or misappropriate the intellectual property rights of such third party. The Participant shall, at JetBrains' reasonable request and expense, cooperate fully with JetBrains in the investigation, defense, and resolution of any such claim, including by providing all relevant information, documents, and reasonable assistance. The Participant shall not settle or compromise any such claim without JetBrains' prior written consent, such consent not to be unreasonably withheld.

## 9. Personal Data

**9.1** JetBrains will process personal data relating to the Participant for the purposes of reviewing and managing the Participant's application, administering the Program, verifying eligibility, providing Program Benefits, communicating with the Participant, managing renewals and termination, and carrying out the promotional activities described in these Program Terms.

**9.2** The personal data processed for these purposes may include, in particular, the Participant's name, email address, country of residence, profile picture or likeness, content channel URLs and handles, audience size and channel metrics, job title, employer or affiliated entity, and any other information provided by the Participant in connection with the Program.

**9.3** Additional information about data processing and the Participant's rights is included in the JetBrains Privacy Notice, available at https://www.jetbrains.com/legal/docs/privacy/privacy/.

## 10. Confidentiality

**10.1** The Participant acknowledges that, in the course of participating in the Program, they may receive or have access to non-public information relating to JetBrains' products, tools, roadmaps, features, or business plans, including, without limitation, early previews and pre-release materials ("**Confidential Information**").

**10.2** The Participant shall:

- keep all Confidential Information strictly confidential and not disclose it to any third party without JetBrains' prior written consent;
- use Confidential Information solely for the purposes of participating in the Program; and
- upon termination or expiry of the Program Terms, promptly destroy or return all Confidential Information in their possession.

**10.3** Without limiting the generality of clause 10.2, the Participant shall not, in respect of any pre-release or early-access materials: (i) publish screenshots, benchmarks, performance data, or reviews without JetBrains' prior written consent; (ii) disclose the existence, features, or functionality of unreleased products or features; or (iii) reverse-engineer, decompile, or disassemble any pre-release software.

**10.4** The obligation of confidentiality in this clause 10 shall survive termination or expiry of the Program Terms for a period of three (3) years; provided, however, that in respect of any Confidential Information that constitutes a trade secret under applicable law, the obligation of confidentiality shall continue for so long as such information retains its character as a trade secret. Confidential Information shall not include information that: (i) is or becomes publicly available through no fault of the Participant; (ii) was lawfully in the Participant's possession prior to disclosure by JetBrains; (iii) is independently developed by the Participant without reference to the Confidential Information; or

(iv) is required to be disclosed by law or court order, provided the Participant gives JetBrains prompt written notice of such requirement where legally permitted.

## 11. Notices

**11.1** Any notice or other communication required or permitted to be given under these Program Terms shall be in writing and shall be delivered:

- by email to the Participant at the email address registered at the time of application, or to JetBrains at community-support@jetbrains.com (for program-related matters) or legal@jetbrains.com (for legal matters).

**11.2** A notice shall be deemed to have been received: (i) in the case of email, at the time of transmission provided no automated delivery failure notification is received by the sender; and (ii) in the case of post or courier, two (2) Business Days after posting (within the Czech Republic) or five (5) Business Days after posting (internationally).

**11.3** The Participant shall promptly notify JetBrains of any change to their registered email address or other contact details.

## 12. Termination

**12.1** JetBrains may suspend, decline to renew, or terminate the Participant's participation in the Program at any time and at its discretion, including where the Participant no longer meets the Program eligibility criteria or participation expectations.

The Participant may terminate participation in the Program at any time by written notice to JetBrains at community-support@jetbrains.com. Where the Participant terminates the Program Terms prior to the expiry of the then-current annual term, JetBrains may, at its sole discretion, revoke or proportionally reduce any outstanding Program Benefits (including, without limitation, the All Products Pack subscription) with effect from the date of termination.

**12.2** JetBrains may terminate the Participant's participation in the Program if the Participant materially breaches these Program Terms and fails to remedy the breach within fourteen (14) calendar days after receiving written notice from JetBrains identifying the breach.

JetBrains may terminate the Participant's participation immediately and without a cure period if the breach or conduct involves serious misconduct or is otherwise incapable of remedy, including unauthorized disclosure of Confidential Information, fraud, dishonesty, misuse of JetBrains intellectual property, trademarks, brand assets, or Program Benefits, illegal activity, or conduct reasonably likely to cause significant harm to JetBrains, its products, services, goodwill, brand image, or the Program.

**12.3** Upon termination or expiry of the Program:

- the Participant's access to Program Benefits, including subscriptions, giveaways, discounts, and other perks, may end immediately or at the end of the applicable benefit period, at JetBrains' discretion;

- the Participant must cease representing themselves as a current member of the Program and must not use JetBrains' name, branding, or the Program in a manner that suggests any ongoing sponsorship, endorsement, or affiliation. The Participant may refer to their past participation in the Program in a truthful and non-misleading manner; and

- any provisions intended to survive termination or expiry, including, without limitation, confidentiality and applicable license rights, shall continue to apply.

## 13. Indemnification and Liability

**13.1** The Participant shall indemnify JetBrains and its affiliates against all liabilities, costs, expenses, damages, and losses (including, without limitation, regulatory fines, penalties, legal costs, and costs of regulatory investigations) suffered by JetBrains arising out of or in connection with any actual or threatened breach or non-performance by the Participant of any of the warranties, representations, undertakings, or obligations in these Program Terms.

**13.2** To the maximum extent permitted by applicable law, in no event shall JetBrains be liable to the Participant for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenue, data, or business opportunity, arising out of or in connection with these Program Terms or the Program, regardless of the theory of liability. Nothing in this clause shall exclude or limit liability that cannot be excluded or limited under applicable law, including liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

## 14. Relationship of the Parties

The relationship between JetBrains and the Participant is independent in nature. The Participant shall not claim to be a partner, employee, agent, or joint venture partner of or with JetBrains, nor claim any benefits available to the personnel of JetBrains under or before any law or forum. The Participant is solely responsible for all taxes, social security contributions, and other fiscal obligations arising from or in connection with any benefits received under the Program or any payments or consideration received in connection with their participation. No benefit provided under the Program shall constitute wages, salary, or remuneration for dependent work.

## 15. Governing law and jurisdiction

These Program Terms are governed by the laws of the Czech Republic. All disputes arising from these Program Terms will be resolved by the applicable courts of Prague, Czech Republic.

## 16. General Provisions

**16.1 Severability**. If any part of these Program Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed to be superseded by the valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Program Terms shall continue in effect.

**16.2 Entire Agreement**. Unless otherwise specified herein, these Program Terms constitute the entire agreement between the Participant and JetBrains with respect to the Program and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the Participant and JetBrains.

**16.3 No Waiver**. JetBrains' failure to act with respect to a breach by the Participant or others does not waive JetBrains' right to act with respect to subsequent or similar breaches.

**16.4 Assignment**. JetBrains may assign its rights and obligations under these Program Terms to an Affiliate or in connection with a merger, acquisition, or sale of substantially all of its assets. The Participant may not assign their rights or obligations under these Program Terms without JetBrains' prior written consent.

**16.5 Force Majeure**. Neither party shall be liable for any failure or delay in performing its obligations under these Program Terms to the extent that such failure or delay is caused by circumstances beyond that party's reasonable control, including without limitation acts of God, natural disasters, epidemics or pandemics, war, terrorism, riots, embargoes, sanctions, acts of governmental authorities, power failures, internet or telecommunications failures, or failures of third-party service providers (each a "**Force Majeure Event**"). The affected party shall promptly notify the other party in writing of the Force Majeure Event and its expected duration and shall use reasonable efforts to mitigate its effects. If a Force Majeure Event continues for more than ninety (90) consecutive calendar days, either party may terminate these Program Terms upon written notice to the other party without liability.

**16.6 No Third-Party Rights**. Nothing in these Program Terms confers or purports to confer any benefit or right of enforcement upon any third party.

**16.7 Language**. These Program Terms are provided in English. In the event of any conflict between an English version and any translated version of these Program Terms, the English version shall prevail.