JetBrains Developer Communities Program – Participant Terms and Conditions

Version 1.0, effective as of October 20, 2026

1. Parties and Scope

1.1 These JetBrains Developer Communities Program Participant Terms and Conditions (the "**Program Terms**") govern your (the "**Participant**") participation in the JetBrains Developer Communities Program (the "**Program**") operated by JetBrains s.r.o., with its registered office at Na hřebenech II 1718/8, 140 00 Prague, Czech Republic, acting through the JetBrains Community Programs team ("**JetBrains**").

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.

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 following expiry of the notice period shall constitute acceptance of the amended Terms. If the Participant does not accept an amendment, they may leave the Program in accordance with Section 13.

2. The Program

2.1 The Developer Communities Program is a JetBrains marketing initiative that supports communities where developers connect, share ideas, learn, experiment, and build together. It does so by providing the Program Benefits set out in Section 5, in exchange for the promotional commitments described in Section 6.

2.2 The Program is directed at

a) online communities: Discord servers, Slack workspaces, LinkedIn groups, forums, or other spaces where members connect and grow;

b) event-based communities: local meetups, workshops, hackathons, or conferences that bring developers together to learn and build; and

c) hybrid communities: groups that combine online engagement with in-person experiences.

2.3 These Program Terms do not alter the license terms applicable to any JetBrains software. Use of JetBrains software tools remains governed exclusively by the applicable JetBrains end-user license agreement or subscription terms presented to the Participant at activation or use.

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 JetBrains may review ongoing participation at any time and will provide reasonable advance notice if it intends to change the scope of Program Benefits or the Participant's participation status.

3.3 Renewal Review. At the end of the Initial Term and each subsequent annual term, JetBrains may review whether the Participant's community remains active and continues to meet the eligibility criteria in Section 4, and whether the Participant has met the promotional commitments set out in Section 6 during the preceding term. Where the community is no longer active, or where the Participant does not provide the information referred to in clause 3.4, JetBrains may decline renewal.

3.4 JetBrains shall issue a renewal notice to the Participant no later 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, 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. To be eligible, the Participant must:

a) actively lead or organize a developer community that is regularly active at the time of application and throughout their participation;

b) ensure that the community's activities are focused on programming, software development, technology, or related technical fields; and

c) run their community in a lawful, inclusive, and respectful manner consistent with Section 8.

JetBrains may take the community's continued activity, size, frequency of activities and events, member engagement, and overall suitability for the Program into account when determining the Participant's eligibility for Program benefits, perks, or renewal.

4.2 The Participant represents and warrants that they meet the eligibility criteria at the time of application. If the community ceases to operate or no longer meets these criteria, the Participant should notify JetBrains promptly at community-support@jetbrains.com. JetBrains may verify the Participant's ongoing compliance with the eligibility criteria at any time by requesting reasonable evidence of community activity, size, and events.

5. Program Benefits

5.1 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 (the "**Program Benefits**") during each Program term. The Program Benefits offered may vary between Participants and depending on the relevant community or event. Participation in the Program does not entitle a Participant to receive any particular Program Benefit or all of the Program Benefits listed below:

- **IDE subscriptions**: JetBrains IDE subscriptions for community organizers;
- **Giveaway subscriptions**: JetBrains IDEs subscriptions for use as giveaways during the Participant's community activities. Giveaway subscriptions are subject to JetBrains' standard end-user license terms in force at the time of distribution. Upon request by JetBrains, the Participant shall provide a written record identifying the recipients of all giveaway subscriptions distributed during the relevant period;
- **Merchandising**: occasional free merchandise for events and community engagement;
- **Content and speakers**: ready-to-use content and workshop materials, and help finding speakers from JetBrains and the broader ecosystem;
- **Visibility and connections**: opportunities to be featured through JetBrains channels, and a direct line to JetBrains teams for sharing community feedback and needs; and
- **Event support (for select communities)**: monetary sponsorship for events, and/or the possibility of hosting meetups at JetBrains offices.

5.2 All Program Benefits are provided free of charge, have no cash value, and are specific to the Participant. They may not be transferred, resold, or sublicensed to any third party, except when they are expressly intended for distribution to community members.

5.3 Any sale, exchange, or transfer of Program Benefits for monetary or other consideration shall constitute a material breach of these Program Terms, entitling JetBrains to terminate them with immediate effect in accordance with clause 13.3.

5.4 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. Any such modification shall not give rise to any claim for damages or compensation. If a modification is unacceptable to the Participant, termination of these Program Terms in accordance with Section 13 shall constitute the Participant's sole remedy.

6. The Participant's Commitments

6.1 Promotion Commitment – the Participant agrees to promote the Program and JetBrains' support of their community in some capacity throughout their participation, including by way of example:

- a special badge or a short text note on the community website, Meetup page, or other community platform (e.g. *"Supported by JetBrains Community Programs"* or *"Member of the JetBrains Developer Communities Program"*);
- a mention on the community's social media channels acknowledging JetBrains' support;
- a brief thank-you at a meetup or event where giveaway subscriptions are distributed; or
- a reference to the Program, JetBrains, and/or the official website https\://www.jetbrains.com in event descriptions, event presentations, recap articles or videos, or other event-related materials.

For additional details, refer to the Developer Community Organizer Playbook. Any promotion should be genuine and reflect the Participant's honest experience and shall be consistent with any reasonable guidance provided by JetBrains. For the avoidance of doubt, the Participant is not required to endorse any specific JetBrains product. As part of the renewal review, JetBrains may request that the Participant provide examples of Program-related mentions or activity during the then-current annual term.

6.2 Consent to Be Featured – the Participant consents to JetBrains featuring their community in JetBrains Community Programs marketing initiatives, including landing pages, testimonials, blog posts, social media posts, newsletters, and other promotional materials, as described in detail in Section 7 below.

6.3 Community Activities and Events. The Participant acknowledges and agrees that:

a) the Participant is solely responsible for organizing and running their community and its activities and events, including venue, permits, insurance, health and safety, ticketing, taxes, and compliance with all applicable law. JetBrains is not an organizer or co-organizer of the Participant's activities or events and accepts no liability towards attendees or other third parties in connection with them;

b) the Participant shall maintain and enforce a publicly available code of conduct for the community and its events;

c) the Participant shall not describe JetBrains as an organizer, host, or exclusive or official sponsor, or partner of any community, activity, or event without JetBrains' prior written consent;

d) where an event is hosted on JetBrains' premises, the Participant and their attendees shall comply with the applicable JetBrains house, security, and safety rules made available to the Participant before the event; and

e) nothing in these Program Terms is exclusive. The Participant may receive support from other organizations, provided that JetBrains' support is not presented in a manner that is misleading.

6.4 Giveaway Subscriptions. The Participant shall distribute any giveaway subscriptions provided under Section 5 in compliance with applicable law and the terms of any platform used, and shall:

a) not condition entry to any giveaway on a purchase or payment;

b) make clear that JetBrains is not the promoter or operator of the giveaway;

c) collect no more personal data from entrants than is necessary to distribute the subscriptions; and

d) distribute giveaway subscriptions only to individuals who are able to accept the applicable JetBrains end-user license terms.

7. JetBrains' Use of the Participant's Community Materials

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

- featuring the Participant's community name and/or Community Content on JetBrains' website, landing pages, and other digital properties (e.g. the Developer Communities Program page);
- republishing, sharing, or excerpting Community Content in testimonials, case studies, social media posts, blog posts, websites, and broadcasts, or any other media;
- using any feedback or statements provided by the Participant as part of promotional materials; and
- publicly identifying the Participant as a member of the JetBrains Developer Communities Program in JetBrains communications.

7.2 JetBrains may edit, adapt, translate, and format Community Content and Community 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 original meaning, the Participant may request in writing that JetBrains remove or cease using the adapted material. JetBrains shall consider such requests in good faith.

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 Community Content in connection with the Program, including for the promotion of the Program and JetBrains' products and services, such as in customer stories, case studies, websites, social media, and related promotional materials, during the term of the Program and for a reasonable period thereafter in relation to previously published materials. JetBrains shall be under no obligation to withdraw or amend materials already published or distributed before the end of the term.

7.4 The Participant confirms that any testimonials or statements provided reflect their genuine experience and opinions, and represents and warrants that:

a) any materials provided do not infringe the rights of any third party and the Participant has all necessary rights to provide them and to grant the rights set out in these Program Terms;

b) all Community Content is original to the Participant or the community and has not been copied from third-party works without appropriate authorization; and

c) where the Participant has used generative artificial intelligence tools or similar automated systems in the creation of any Community 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 Community Content or Community Assets include the name, likeness, voice, performance, or works of any third party (such as event speakers or attendees), the Participant warrants that all necessary consents, releases, or licenses have been obtained from such third parties in a form sufficient to permit JetBrains to use such content in the ways described in these Program Terms, and that such consents are documented in writing and will be provided to JetBrains upon request. The Participant shall, before the event, give those persons clear notice that such materials are being captured and may be used by JetBrains as described in these Program Terms.

8. Community Standards

8.1 The Participant agrees to lead and organize their community in a manner that is lawful and respectful. The Participant shall not engage in any conduct – whether online or offline – that: (a) is hateful, is discriminatory, or incites violence against any individual or group; (b) constitutes or promotes illegal activity; or (c) is otherwise reasonably likely to damage the reputation, goodwill, or brand image of JetBrains, its products, or its services.

8.2 The Participant shall not make any statement regarding JetBrains, its products or services, or the Program that is demonstrably false, materially misleading, or defamatory. For the avoidance of doubt, this 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. Nothing in this Section prevents the Participant from expressing genuine, good-faith opinions or constructive criticism of JetBrains products, provided such statements are not knowingly false.

8.3 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, or 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. The Participant shall respond to any such request within seven (7) days of receipt. Failure to do so shall constitute a material breach of these Program Terms. 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, or services, or the Program.

9. Intellectual Property

9.1 The Participant retains all intellectual property rights to the content they independently create. Nothing in these Program Terms shall transfer ownership of those rights to JetBrains, except as expressly set out in Section 7.

9.2 JetBrains retains all intellectual property rights to its products, brands, and trademarks, as well as 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.

9.3 To the extent permitted by applicable law, the Participant waives all moral rights relating to any materials used by JetBrains pursuant to Section 7, including in connection with any editing, adaptation, or translation carried out in accordance with clause 7.2. To the extent that waiver is not permitted by applicable law, the Participant grants JetBrains consent to use and modify such materials to the fullest extent possible, provided that the meaning is not materially altered.

9.4 The Participant shall promptly notify JetBrains in writing if they become aware of any actual or threatened third-party claim alleging that any Community Content or Community Assets infringe a third party's intellectual property rights. The Participant shall, at JetBrains' reasonable request, cooperate in the investigation and resolution of any such claim.

10. Personal Data

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

10.2 The personal data processed for these purposes may include the Participant's name, email address, country of residence, profile picture or likeness, and community details (including URLs and handles), as well as any other information provided by the Participant in connection with the Program.

10.3 Where the Participant provides JetBrains with personal data relating to community members, event attendees, speakers, or recipients of giveaway subscriptions, the Participant represents that they have a lawful basis to do so and have informed those individuals accordingly, and shall provide only such data as JetBrains has reasonably requested. With respect to such data, each party acts as an independent controller.

10.4 Further information about data processing and the Participant's rights is set out in the JetBrains Privacy Notice, available at https\://www.jetbrains.com/legal/docs/privacy/privacy/.

11. Confidentiality

11.1 In the course of participating in the Program – for example, through JetBrains-hosted events, marketing collaboration, or direct engagement with JetBrains teams – the Participant may receive or have access to non-public

information relating to JetBrains' products, tools, roadmaps, features, or business plans ("**Confidential Information**").

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

11.3 This obligation of confidentiality shall survive the termination or expiry of these Program Terms for a period of three (3) years, provided that with respect to any Confidential Information constituting a trade secret under applicable law, the obligation shall continue for as long as that information retains its character as a trade secret. Confidential Information shall not include information that: (a) is or becomes publicly available through no fault of the Participant; (b) was lawfully in the Participant's possession before disclosure by JetBrains; (c) is independently developed by the Participant without reference to the Confidential Information; or (d) is required to be disclosed by law or court order, provided the Participant gives JetBrains prompt written notice where legally permitted.

12. Notices

12.1 All notices under these Program Terms shall be in writing and delivered by email to: the Participant at the email address registered at the time of application; and to JetBrains at community-support@jetbrains.com (Program matters) or legal@jetbrains.com (legal matters).

12.2 A notice shall be deemed to have been received: (a) in the case of email, at the time of transmission, provided no automated delivery failure notification is received by the sender; and (b) 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).

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

13. Termination

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

13.2 The Participant may terminate participation in the Program at any time by written notice to JetBrains at community-support@jetbrains.com. If 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, any JetBrains tool subscriptions) with effect from the date of termination.

13.3 JetBrains may terminate these Program Terms with immediate effect if the Participant materially breaches any obligation under Sections 6, 7, 8, 9, or 11 and fails to remedy that breach within fourteen (14) days of written notice identifying it. JetBrains may terminate with immediate effect and without any cure period where the breach: (a) involves unauthorized disclosure of Confidential Information; (b) constitutes defamation of JetBrains or its products, services, or personnel; (c) involves fraud, dishonesty, or willful misconduct; (d) involves the unauthorized use or misappropriation of JetBrains' intellectual property or brand assets; (e) involves the sale, exchange, or transfer of Program Benefits contrary to clause 5.2; or (f) is otherwise incapable of remedy.

13.4 Upon the termination or expiry of these Program Terms:

- the Participant's access to Program Benefits (including subscriptions, giveaways, and other perks) will cease immediately or at the end of the applicable benefit period, at JetBrains' discretion;
- the license granted in clause 7.3 shall continue for the post-termination period specified therein with respect to materials produced during the term;
- the Participant shall, within thirty (30) calendar days, remove or update all references to their active membership in the Program from public-facing materials, or clearly mark such references as historical; and
- the following Sections shall survive: 7, 9, 10, 11, 12, 13, 14, 15, 16, and 17.

14. Indemnification and Liability

14.1 The Participant shall indemnify JetBrains and its affiliates against all liabilities, costs, expenses, damages, and losses 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 obligations or warranties in these Program Terms.

14.2 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. 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.

15. Relationship of the Parties

15.1 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 JetBrains, nor claim any benefits available to JetBrains personnel. The Participant is solely responsible for all taxes, social security contributions, and other fiscal obligations arising from any benefits received under the Program. No benefit provided under the Program shall constitute wages, salary, or remuneration for dependent work.

16. Governing Law and Jurisdiction

16.1 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.

17. General Provisions

17.1 Severability. If any provision of these Program Terms is found invalid or unenforceable under applicable law, it shall be replaced by the nearest valid equivalent, and the remainder of these Program Terms shall continue in full force and effect.

17.2 Entire Agreement. these Program Terms constitute the entire agreement between the Participant and JetBrains with respect to the Program and supersede all prior communications and proposals on the subject. For the avoidance of doubt, the applicable JetBrains end-user license agreement continues to govern the Participant's use of JetBrains software.

17.3 No Waiver. JetBrains' failure to act with respect to a breach does not waive its right to act with respect to that breach or subsequent or similar breaches.

17.4 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 without JetBrains' prior written consent.

17.5 Force Majeure. Neither party shall be liable for any failure or delay in performing its obligations to the extent caused by circumstances beyond that party's reasonable control, including acts of God, natural disasters, epidemics, war, terrorism, governmental actions, power failures, or failures of third-party service providers. The affected party shall promptly notify the other and use reasonable efforts to mitigate the effects. If the situation continues for more than ninety (90) consecutive calendar days, either party may terminate these Program Terms without liability.

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

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