

## ROSETTA STONE ReFLEX WEBSITE TERMS OF USE AGREEMENT

This Terms of Use Agreement (“Agreement”) applies to and governs your use of the [reflex.rosettastone.com](http://reflex.rosettastone.com) website (“Site”), which is owned and operated by Rosetta Stone Ltd. (“RSL”). Your access to and use of any content (such as text, data, information, instruction, software, graphics, games, promotions, or photographs) that RSL may make available through either Site and any services that RSL may provide through the Site is subject to the terms of this Agreement. By accessing or using the Site and any of the content or services provided through it, you signify that you have read, understand, and agree to be bound by this Agreement. As used in this Agreement, the term “the Site” refers to the specific Site that you are accessing or using. The product is also subject to the End User License Agreement, but in the event of any conflict, the terms of this Agreement will prevail. Please review this entire Agreement carefully.

### 1. General

RSL reserves the right to change the Agreement at any time at its sole discretion. The most current version of the Agreement can be reviewed by clicking on the “Terms of Use” hypertext link located at the bottom of the Site. You should check the Site from time to time to review the then current Agreement because it is legally binding on you. You agree that each visit you make to this Site shall be subject to the then current Agreement and continued use of the Site now or following modifications in this Agreement confirms that you have read, accepted, and agreed to be bound by such modifications. Your continued use of the Site constitutes your acceptance of any changes to the Agreement. **If you do not agree to abide by this Agreement or any future Agreement, do not use or access, or continue to use or access the Site.** In order to participate in certain services through the Site, you may be notified that you are required to download software or content and/or agree to additional terms and conditions from RSL. Unless otherwise provided by the additional terms and conditions applicable to the services in which you choose to participate, those additional terms are hereby incorporated into this Agreement.

### 2. Privacy

Your use of the Site will be governed by the Privacy Policy applicable to the Site which can be found on the Agreements page of our website. By checking the box indicating you accept the terms of this Agreement, you also indicate that you understand and consent to the information collection, use, and disclosure practices described in our Privacy Policy.

### 3. Applicable Laws and Regulations

The availability of the Site and your right to access the Site and utilize the services provided through the Site are subject to any restrictions or requirements of applicable law, including laws and regulations related to Voice over Internet Protocol and other transmission technologies. You are required to comply with all applicable laws and regulations in connection with your access to and use of the Site, and such further limitations as may be set forth in any written or online notice from RSL. As a condition of your access to and use of the Site, you warrant that you will not use the Site for any purpose that is unlawful or prohibited by the Agreement. Use of the Site is for your personal and non-commercial use, and RSL does not grant you any express or implied rights to access or use the Site for any purpose other than language learning. You shall not allow any other person, including any members of your household, to access or use the Site. You specifically may not sell, lease or rent access to the Site or the services or otherwise transfer any rights to use the Site or the services under this Agreement.

### 4. Registration and Eligibility

To become an authorized user of a Site, you need to purchase a subscription to use the Site or register with the Site, as specified on each Site. When subscribing or registering, you must fill in all mandatory fields with true, accurate, current and complete information about yourself as prompted in the registration form and maintain and promptly update this information to keep it true, accurate, current and complete. As stated above, the Site’s Privacy Policy will apply to the personal information you provide. By subscribing or registering to use the Site, you certify and warrant that you will use the Site for language learning purposes only and that you will not use the Site for any other purpose or allow any other person

to access the Site or make its contents available to any other person or entity. RSL has the right to suspend or terminate your account and refuse any and all current or future access and use of its Site and services if it suspects that the information or certification you provide is untrue, inaccurate, not current, incomplete, or for other reasons in RSL's sole discretion. Registration on [reflex.rosettastone.com](http://reflex.rosettastone.com) is limited to those persons who are fourteen (14) years of age or older. If you are under fourteen (14) years of age, do not access or attempt to use this Site. RSL does not knowingly collect or maintain personal information from children under fourteen (14) through [reflex.rosettastone.com](http://reflex.rosettastone.com).

## 5. Security

You are responsible for maintaining the confidentiality of the password you provided during the registration process, and you are fully responsible for all activities that occur under your password or account. **YOU AGREE NOT TO SHARE YOUR PASSWORD WITH ANY OTHER PERSON.** You agree to immediately notify RSL of any unauthorized use of your password or email address or any other breach of security relating to the Site. RSL reserves the right to require you to change your password for network security reasons.

## 6. User Content and Communications

Any information you transmit orally or by text or post to the Site shall be considered non-confidential and non-proprietary, except for your personal identifying information which is covered under the Site's Privacy Policy. RSL does not claim ownership of any information or material you transmit, distribute, post, communicate or store on, to or through the Site. However, by submitting, posting or transmitting, orally or otherwise, information on, to, or through the Site, you agree that RSL shall be free in perpetuity to record, read, copy, disclose, distribute, incorporate, and otherwise use such information and all text, speech, data, images and other materials embodied therein, for any and all commercial or non-commercial purposes. Without limiting the foregoing, RSL reserves the right to review and record text chats and listen to and record private audio or video chat and prompted speech. No compensation will be paid with respect to the use of this material or information.

You agree not to transmit, distribute, post, communicate, orally or by text, or store information or other material on, to or through the Site that:

- (a) is copyrighted, unless you are the copyright owner;
- (b) violates or infringes on any other intellectual property rights of others or the privacy or publicity rights of others;
- (c) reveals a trade secret, unless you own it;
- (d) is obscene, libelous, defamatory, threatening, harassing, abusive, malicious, hateful, sexually-explicit, libelous or embarrassing to any other person or entity, advocates, promotes, incites, instructs, informs, assists or otherwise encourages violence or other illegal activities, or involves fraud, stalking, or otherwise violating the legal rights of others, is harmful to minors, attempts to mislead others about your identity or the origin of a message or other communication, or impersonates or otherwise misrepresents your affiliation with any other person or entity, or is otherwise materially false, misleading, or inaccurate or otherwise objectionable, all as determined by RSL in its sole discretion;
- (e) violates any applicable law or regulation;
- (f) constitutes or contains junk mail, spam, advertisements or solicitations of business, surveys, contests, chain letters or pyramid schemes;
- (g) seeks to solicit Site members or guests to join or utilize outside sites or online services or organizations; or
- (h) contains viruses, Trojan horses, worms, time bombs, or other computer programming routines, engines or other software, data or programs that are intended to or may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data information, or property of another, including, but not limited to, the Site.

By using this Site, you understand and agree that RSL may at any time monitor, review, use, or disclose any content or oral or text communication posted or transmitted by, to, or from you on the Site. RSL does not monitor all activity on this Site but reserves the right to do so. Reviewing the Site includes, and is not

limited to editing / revising / removing / modifying (in whole or part), introductory text, location text, first and last name, and monitoring includes and is not limited to recording, using or disclosing any content or oral or text communication posted or transmitted by, to, or from you on the Site, except for Personal Information covered by the Site's Privacy Policy. You further understand and agree that RSL may use or disclose any information related to you (including content or communications posted or transmitted on the Site) for any reason related to the operation of the Site, in order to investigate, prevent, or take action regarding activities that may be prohibited or unlawful, to exercise our legal rights under the Agreement, at the request of law enforcement or governmental authorities, or otherwise to protect the rights and property of RSL or any third party in accordance with our Privacy Policy and this Agreement, and in connection with a corporate merger, sale, other similar transaction involving RSL.

## **7. Prohibited Uses Generally**

Without limiting the foregoing, you agree not to:

- (a) delete or revise any material or other information of any other user of the Sites;
- (b) disclose, harvest or otherwise collect information about others, including email addresses, without their consent, or engage in any systematic extraction of data or data fields;
- (c) take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure, including but not limited to, consuming a disproportionate amount of CPU time, bandwidth, memory storage space, or any other system or network resource;
- (d) use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site;
- (e) use or attempt to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatar's or intelligent agents) to navigate or search the Site other than the search engine and search agents available from the Site and other than generally available third-party web browsers (e.g., Mozilla Firefox and Microsoft Internet Explorer);
- (f) attempt to decipher, decompile, disassemble or reverse-engineer any of the software comprising or in any way making up a part of the Site or used in providing the services offered by the Site; or
- (g) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users are able to type, or otherwise act in a manner that negatively affects other users' abilities to engage in real time exchanges.

You further agree not to violate or attempt to violate the security of the Site, including, without limitation:

- (h) attempting to access or accessing data not intended for you or attempting to log-in, or logging into a server, account, materials, service, system or network that you are not authorized to access through any means;
- (i) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- (j) attempting to interfere with service to any user, host, or network, or using the Site or the services provided through the Site in any manner that could damage, disable, overburden or impair any server, the networks connected to any server, or interfere with any other party's use or enjoyment of the Site and its services; or
- (k) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site.

Violations of system or network security may result in civil or criminal liability. In accordance with these Terms of Use, RSL will investigate and work with law enforcement authorities to prosecute users who are involved in such violations.

If you wish to report a violation of these Prohibited Uses or any other violations of this Agreement, please click on the "Report Abuse" link at the bottom of the Site's web pages.

## **8. Termination and Suspension**

You further understand and agree that RSL, including its authorized agents, may, with or without notice, suspend, terminate, or limit your use of any service provided by RSL through the Sites if you violate any

provision of this Agreement, or any other agreement pertaining to the use of the relevant Site, as determined by RSL in its sole discretion. RSL's instructors and other users may report any potential violations of this Agreement at any time, and RSL reserves the right to suspend, terminate, or limit the services you may use on the Site based upon such reported potential violations, or for any other reason, in RSL's sole discretion. In addition, RSL shall have the right to limit, suspend or terminate your access to and use of the RWORLD website for any reason in RSL's sole discretion. If RSL terminates your use of a Site because you have breached this Agreement, you shall not be entitled to the refund of any unused portion of fees or payments (if any) paid to RSL for the right to use such Site.

## **9. Storage**

You acknowledge that RSL may establish general practices and limits concerning use of the Site, including without limitation the maximum number of days that email messages, message board postings or other uploaded content will be retained by the Site, the maximum number of email messages or other content that may be sent from or received by an account on the Site, the maximum size of any email message, attachment, or other content that may be sent from or received by an account on the Service, the maximum disk space that will be allocated on the Site servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Site in a given period of time. You agree that RSL has no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by the Site.

You acknowledge that RSL reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that RSL reserves the right to modify these general practices and limits from time to time, and in RSL's sole discretion.

## **10. Third-Party Content and Links to Third-Party Web Sites**

The Site may contain third-party owned content and links to other websites ("Linked Sites"). RSL does not endorse, sponsor, recommend, or otherwise accept responsibility for any Linked Sites. In addition, Linked Sites are not under the control of RSL, and RSL is not responsible for the content or privacy practices of the Linked Sites, including, without limitation, links contained on Linked Sites or any changes or updates to Linked Sites. RSL is providing third-party content and Linked Sites to you only as a convenience, and the inclusion of such third-party content and Linked Sites is not an endorsement by RSL in favor of any third party.

## **11. Exposure**

You acknowledge and agree that by accessing or using the Site and the services, you may be exposed to materials from others that are offensive, indecent, or otherwise objectionable. You acknowledge that RSL may, but is not required to, monitor the Site, and that RSL has no liability to you for any third party content. You may report content or actions you believe may be in violation of this Agreement to RSL by clicking on the "Report Abuse" link we provide.

## **12. Disclaimer of Warranties**

THE SITE IS PROVIDED "AS IS." RSL MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER RELATING TO THE SITE, LINKED SITES, OR OTHER CONTENT THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SITE. RSL DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RSL DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL (a) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (b) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (c) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SITE, (d) WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, OR COMPLETENESS OF DATA MADE AVAILABLE ON THE SITE OR OTHERWISE BY RSL, AND (e) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY RSL OR ANY THIRD PARTY. FURTHER, THERE IS NO WARRANTY THAT THE SITE WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON.

RSL MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, (a) THAT THE INFORMATION PROVIDED THROUGH THE SITE WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION, OR FROM TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS; (b) THAT THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (c) THAT DEFECTS OR ERRORS IN THE SITE WILL BE CORRECTED; OR (d) THAT THE CONTENT ON THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY INFORMATION ON THIS SITE IS SUBJECT TO CHANGE WITHOUT NOTICE, AND RSL DISCLAIMS ALL RESPONSIBILITY FOR THESE CHANGES.

ANY AND ALL PRICING, DELIVERY, OR CONTRACT INFORMATION IS SUBJECT TO FINAL CONFIRMATION BY RSL. YOUR RELIANCE ON SUCH INFORMATION PROVIDED SOLELY THROUGH THE SITE IS AT YOUR OWN RISK.

### **13. Limitation of Liability**

IN NO EVENT WILL RSL OR ITS AFFILIATES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE SITE OR ANY LINKED SITES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE. IN THE EVENT THAT YOU HAVE A DISPUTE WITH ANOTHER USER RELATED TO, ARISING FROM, OR IN ANY WAY CONNECTED WITH USE OF THE SITE, YOU RELEASE RSL AND ITS AFFILIATES FROM ANY CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH A DISPUTE.

These limitations apply whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if RSL has been advised of the possibility of such damage. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, RSL's liability in such jurisdictions shall be limited to the extent permitted by law.

### **14. Indemnification**

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS RSL AND THIRD PARTIES WHO CONTRIBUTE TO THE SITE FROM ANY LOSS, DAMAGE, OR COST (INCLUDING ATTORNEYS' FEES) RESULTING FROM YOUR VIOLATION OF THIS AGREEMENT.

### **15. Copyrights**

All copyright rights in the text, images, photographs, graphics, user interface, and other content provided by RSL, and the selection, coordination, and arrangement of such content ("Content"), are owned by RSL or its third-party licensors to the full extent provided under the United States Copyright Act and all international copyright laws. Except as otherwise indicated, you are authorized to make use of the Content for educational and non-commercial purposes only, provided that you maintain all copyright and other notices posted along with the Content. Any reproduction, copying, publication, modification, or redistribution of the Content for other than educational and non-commercial purposes is strictly prohibited without RSL's prior written consent. Requests for permission to reproduce any Content must be made in writing to:

Rosetta Stone Ltd.  
Attention: Legal Department  
135 W Market Street  
Harrisonburg, VA 22801  
USA

Without limiting the foregoing, you specifically may not falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations, or labels of the origin or source of software or other material contained in any files.

### **16. Trade and Service Mark Rights**

All rights in the product names, company names, trade names, logos, product packaging, and designs of all RSL or third-party products or services, whether or not appearing in large print or with the trademark symbol, belong exclusively to RSL or their respective owners and are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws. The use or misuse of these trademarks or any materials, except as permitted herein, is expressly prohibited, and nothing stated or implied on the Site confers on you any license or right under any patent or trademark of RSL or any third party.

#### **17. Choice of Law and Forum**

The Agreement is subject to the laws of the State of Virginia. If there is any dispute between us concerning the Agreement or your access to or use of the Site, we both agree to submit the dispute to non-binding mediation, followed by binding arbitration. Both the mediation and the arbitration will be governed under the rules of the American Arbitration Association, and the venue for the arbitration will be the Washington, D.C, metropolitan area.

#### **18. Survival**

Applicable sections of the Agreement shall survive termination of this Agreement or your rights to use the Sites for any reason.

#### **19. No Waiver**

The failure of RSL to enforce any provisions of the Agreement or respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any terms or conditions of the Agreement or to act with respect to similar breaches.

#### **20. Miscellaneous**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and RSL as a result of the Agreement or your access to and use of the Site. A printed version of the Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Unless otherwise specified herein, the Agreement constitutes the entire agreement between you and RSL and governs your use of the Site. If any portion of the Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

#### **21. Acceptance of this Agreement**

(a) Electronic Signature. This Agreement is an electronic contract that governs your use of and access to the Site. By checking the box indicating you accept these terms, you create an electronic signature that has the same legal force and effect as a handwritten signature.

(b) Electronic Form. When you check the box indicating your acceptance of the Agreement, you also consent to have the Agreement provided to you in electronic form and agree to receive information about your account electronically. RSL reserves the right to send you information about your account by postal mail.

(c) Non-electronic Copy. You have the right to receive this Agreement in non-electronic form. You may request a non-electronic copy of this Agreement either before or after you electronically sign it. To receive a non-electronic copy of the Agreement, please send an email to [legal@rosettastone.com](mailto:legal@rosettastone.com) or a letter and self-addressed, stamped envelope to:

Rosetta Stone Ltd.  
Attention: Legal Department  
135 W Market Street  
Harrisonburg, VA 22801  
USA

(d) Withdrawing Your Consent. You have the right at any time to withdraw your consent to have the Agreement provided to you in electronic form. Should you choose to withdraw your consent to have the

Agreement provided to you in electronic form, you will no longer be enrolled in the Site and you will not be able to access password-protected areas of the Site. We only will issue you a new password for the Site after we receive a signed copy of a non-electronic version of the Agreement, which we will send to you upon request. To withdraw your consent and/or request a non-electronic copy of the Agreement, please send an email to [legal@rosettastone.com](mailto:legal@rosettastone.com) or a letter and self-addressed stamped envelope to:

Rosetta Stone Ltd.  
Attention: Legal Department  
135 W Market Street  
Harrisonburg, VA 22801  
USA

Your withdrawal of consent will be effective within a reasonable time after RSL receives the notice described above, and it will not affect any action taken in reliance on your consent or the continuing enforceability of the Agreement.

(e) Access and Retention. In order to access and retain the Agreement, you must have access to the World Wide Web, either directly or through devices that access Web-based content, and pay any service fees associated with such access. In addition, you must use all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Please print a copy of the Agreement for your records. To retain an electronic copy of the Agreement, you may save it into any word processing program. We will notify you of any changes in the hardware or software requirements needed to access or retain the Agreement that create a material risk that you will not be able to continue to access or retain it.

## **22. Notice of Copyright Infringement**

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512, RSL has designated an agent to receive notices of claimed copyright infringement. If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, you may provide RSL's Copyright Agent the following information:

- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.

United States law provides significant penalties for submitting such a statement falsely.

RSL's Copyright Agent for Notice of claims of copyright infringement can be reached as follows: by e-mail at [copyrightagent@rosettastone.com](mailto:copyrightagent@rosettastone.com) or by mail at:

Rosetta Stone Ltd.  
Attention: Copyright Agent  
135 W Market Street  
Harrisonburg, VA 22801  
USA

Upon receipt of the written notification containing the information specified above:

- (a) RSL may remove or disable access to the material that is alleged to be infringing;
- (b) RSL may forward the written notification to such alleged infringer; and
- (c) RSL may take reasonable steps to promptly notify the alleged infringer that it has removed or disabled access to the material.

Counter-Notification:

If the alleged infringer believes that a notice of copyright infringement has been wrongly filed against it and it would like to submit a counter-notification, it may file a Counter-Notification in Response to Claim of Copyright Infringement with RSL's Copyright Agent.

To be effective, a Counter-Notification must be a written communication provided to RSL's Copyright Agent for Notice that includes the following information:

- A physical or electronic signature of the alleged infringer;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- The alleged infringer's name, address, and telephone number, and a statement that the alleged infringer consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the alleged infringer's address is outside of the United States, for any judicial district in which RSL may be found, and that the alleged infringer will accept service of process from the person who provided notification or an agent of such person.

Upon receipt of a Counter-Notification containing the information specified above:

- (a) RSL may promptly provide you with a copy of the Counter-Notification;
- (b) RSL may inform you that it will replace the removed material or cease disabling access to it within ten (10) business days; and
- (c) RSL may replace the removed material or cease disabling access to the material within ten (10) to fourteen (14) business days following receipt of the Counter-Notification, provided RSL's Copyright Agent for Notice has not received notice from you that an action has been filed seeking a court order to restrain Subscriber from engaging in infringing activity relating to the material on RSL's network or system.

You may want to seek the advice of independent legal counsel before filing a notification or counter-notification.

Last Revised: June 21, 2011

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