

TERMS OF USE AGREEMENT
for
ROSETTA STONE TOTALE AND RWORLD WEBSITES

This Terms of Use Agreement ("Agreement") applies to and governs your access to and use of the totale.rosettastone.com and www.rworld.com websites (individually, a "Site"), which are owned and operated by Rosetta Stone Ltd. ("RSL"). The totale.rosettastone.com website includes the Rosetta Studio®, Rosetta World® and Rosetta Course® components. Your access to and use of any content, features and functionality of either Site (including without limitation, text, data, information, instruction, software, audio, animation, applets, music, user interface, graphics, games, and photographs) (the "Content") and any services or software that RSL may provide through or in conjunction with either Site ("Related Services"), including but not limited to applications based on Android or IOS operating systems, are subject to the terms of this Agreement. As used in this Agreement, the term "Site" refers to the specific Site that you are accessing or using.

BY CHECKING THE BOX INDICATING THAT YOU ACCEPT OR AGREE TO THESE TERMS WHEN THE OPTION TO DO SO IS MADE AVAILABLE, YOU SIGNIFY THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, AND YOU CREATE AN ELECTRONIC SIGNATURE THAT HAS THE SAME LEGAL FORCE AND EFFECT AS A HANDWRITTEN SIGNATURE. ALSO, BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WANT TO BE BOUND BY THIS AGREEMENT, DO NOT CLICK TO ACCEPT OR AGREE TO IT AND DO NOT ACCESS OR USE THE SITE. PLEASE REVIEW THIS ENTIRE AGREEMENT CAREFULLY.

1. License to Use the Site for Permitted Use

Upon your acceptance of this Agreement and your successful completion of the registration for the Site, RSL grants you a limited, personal, non-transferable non-exclusive license to access and use the Site and its Content for your private, non-commercial use solely for language learning purposes in accordance with this Agreement. If your access and use of the Site required the payment of a fee or charge, your license to access and use the Site is for the limited period of time specified in your purchase order and RSL may suspend or terminate your access and use of the Site if you fail to pay the required fee or charge pursuant to the terms of your purchase order.

By accessing or using the Site or any Related Services, you warrant and represent that you will use the Site and the Related Services for language learning purposes only and that you will not use the Site or Related Services for any commercial or other purpose or allow any other person to access or use the Site or Related Services or make any Content available to any other person or entity. You shall not allow any other person, including any members of your household, to access or use the Site or the Related Services. You specifically agree not to sell, lease or rent access to the Site or any Related Services or otherwise transfer any rights to use the Site or Related Services.

2. Changes to this Agreement, a Site or the Related Services

RSL reserves the right to change this 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 each 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. If you are also subject to the Rosetta Stone End User License Agreement, the terms of this Agreement will prevail over any inconsistent or conflicting terms of the End User License Agreement.

RSL reserves the right, in its sole discretion and without incurring any liability to you, to (a) update, improve, replace, modify or alter all or any part of either Site, its Content and/or Related Services at any time but is not obligated to do so, and/or (b) impose limitations on your usage of certain Site components or Related Services. RSL will not be liable to you or any third party should it exercise the right to modify or discontinue the Site and/or Related Services or impose usage limitations on your use of any Site component or Related Services. If you object to any such changes, your sole recourse will be to cease access to the Site or Related Services. Continued access to the Site or Related Services following notice of any such changes will indicate your acknowledgement of such changes and satisfaction with the Site or Related Services as so modified.

3. Privacy

Your use of the Site will be governed by the Privacy Policy applicable to both Sites 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. The security of your personal information is important to RSL. While there is no such thing as "perfect security" on the Internet, we will take reasonable steps to help ensure the safety of your personal information. However, you understand and agree that such steps do not guarantee that the Site and the services are invulnerable to all security breaches or immune from viruses, security threats or other vulnerabilities.

4. Applicable Laws and Regulations

Your license to access and use the Site is subject to all applicable restrictions or requirements of applicable law, including laws and regulations related to Voice over Internet Protocol and other transmission technologies. You are responsible for complying 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 license to access and use the Site, you warrant that you will not use the Site for any purpose that is unlawful or prohibited by applicable law or regulation.

5. Registration and Eligibility

To become an authorized user of a Site, you need to complete the registration process for the Site by filling-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. 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 Related 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 totale.rossettastone.com is limited to those persons who are thirteen (13) years of age or older in the United States or another age specific to certain countries pursuant to local law, unless RSL is able to allow younger persons to register, or be registered by a parent, guardian or educational institution, in compliance with the requirements of applicable local law. If you are under the required age, do not access or attempt to use this Site. RSL does not knowingly collect or maintain personal information from children under age through totale.rossettastone.com. Registration on www.rworld.com is limited to those persons who are sixteen (16) years of age or older. If you are under sixteen (16) years of age, do not access or attempt to use this Site. RSL does not knowingly collect or maintain personal information from

children under sixteen (16) through www.rworld.com. Finally, Rosetta Stone reserves the right to restrict certain activities or services on www.rworld.com to users who possess a minimum level of proficiency or fluency in a particular language, as determined by Rosetta Stone in its sole discretion.

6. 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.

7. User Content and Communications

Any information, materials or content that you transmit, display, post, submit or store on, to or through the Site, whether orally or by text, ("User Contributions") shall be considered non-confidential and non-proprietary, except for your personal identifying information which is covered under the Site's Privacy Policy. You understand and acknowledge that you, not RSL, have full responsibility for all of your User Contributions, including its legality, reliability, accuracy, appropriateness and compliance with this Agreement. RSL does not claim ownership of any User Contributions. However, by submitting, posting or transmitting, orally or otherwise, User Contributions on, to, or through the Site, you expressly grant RSL a perpetual, world-wide, and irrevocable right to record, archive, read, copy, disclose, publish, distribute, incorporate, make derivative works from and otherwise use your User Contributions and all or any portion of the text, speech, data, images and other materials embodied therein, for any and all commercial or non-commercial purposes. Without limiting the foregoing, you give RSL your express consent to review and record text chats and listen to, and record, your audio or video chat and prompted speech transmitted to or through the Site. No compensation will be paid to you with respect to RSL's use of your User Contributions. **YOU REPRESENT AND WARRANT THAT YOU OWN OR OTHERWISE HAVE SUFFICIENT RIGHT TO GRANT RSL ACCESS TO AND USE OF THE USER CONTRIBUTIONS IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, AND THAT THE SUBMISSION OF THE USER CONTRIBUTIONS COMPLIES WITH ALL APPLICABLE LAWS AND DOES NOT VIOLATE ANY PERSON'S RIGHT OF PRIVACY OR PUBLICITY OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

You agree that your User Contributions, whether oral or textual, will not contain any material, contents or information that:

- (a) violates or infringes any patent, copyright, trademark, trade secret or any other intellectual property rights of any other person or entity or the privacy or publicity rights of another person;
- (b) is obscene, libelous, defamatory, threatening, harassing, bullying, abusive, malicious, hateful, sexually-explicit, pornographic or embarrassing or alarming to any other person or entity;
- (c) 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;
- (d) is harming to or attempts to harm children or attempts to exploit children in any way or seeks to obtain personally identifiable information about children;
- (e) 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;
- (f) violates any applicable law or regulation (including, without limitation, any U.S. or foreign laws restricting the export of data);
- (g) constitutes or contains junk mail, spam, advertisements or solicitations of business, surveys, contests, chain letters or pyramid schemes;

- (h) seeks to solicit Site members or guests to join or utilize outside sites or online services or organizations; or
- (i) 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 the Site or of any other person.

By using this Site, you understand and agree that RSL may at any time monitor, record, 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. RSL specifically reserves the right to edit, revise, remove, or modify (in whole or part) your User Contributions, and to monitor, record, use and disclose any content or oral or text communication posted or transmitted by, to, or from you on the Site, subject to the Site's Privacy Policy. You further understand and agree that RSL may use or disclose any information related to you (including your identity and your User Contributions) 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, to respond to requests or orders from law enforcement or other 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. **YOU HEREBY CONSENT TO SUCH MONITORING AND RECORDING, IF RSL DECIDES TO MONITOR OR MAKE SUCH A RECORDING. YOU FURTHER WAIVE AND HOLD RSL HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY RSL DURING OR AS A RESULT OF INVESTIGATIONS BY EITHER RSL OR LAW ENFORCEMENT AUTHORITIES.**

8. 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 Site;
- (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 from the Site;
- (c) copy, modify, translate, or collect any Content from the Site that can be used to create derivative works of all or any part of the Site;
- (d) 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;
- (e) 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;
- (f) 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);
- (g) 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 any Related Services; or
- (h) 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 or any Related Services, including, without limitation:

- (i) 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;
- (j) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization or engage in any denial-of-service or distributed denial-of-service attack upon the Site;
- (k) 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
- (l) obtaining or attempting 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 this Agreement, 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.

9. Termination and Suspension

You understand and agree that RSL, including its authorized agents, may, with or without notice, suspend, terminate, or limit your right to access and use of the Site and/or of any service provided by RSL through the Site or in conjunction with the Site if you violate any applicable law or regulation or fail to comply with any provision of this Agreement, or any other agreement pertaining to the use of the Site, as determined by RSL in its sole discretion. RSL's instructors and other users may report any actual or 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 actual or 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 a refund of any portion of the fees or payments (if any) that you paid for your license to access and use such Site and shall remain obligated to pay the remainder of any unpaid portion of the purchase price that you agreed to pay for your license to access and use the Site.

10. 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.

You also acknowledge that the Site and data (such as email messages, message board postings or other uploaded content) may be hosted in the United States of America or such other countries as RSL may

deem appropriate and you hereby consent to the storage in the United States of America or such other country(ies) as RSL may choose to host and store data.

11. 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. In addition, the use of such Linked Sites may be subject to different terms and conditions and you are responsible for ensuring that you are comfortable with those terms and conditions before using or visiting such Linked Sites.

12. Exposure

You acknowledge and agree that by accessing or using the Site and the Related Services, you may be exposed to opinions or materials uploaded, submitted or expressed by other users that may be offensive, indecent, or otherwise objectionable to you. 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 at the bottom of the Site's web pages.

13. Disclaimer of Warranties

YOUR USE OF THE SITE, ITS CONTENT AND ANY RELATED SERVICES IS AT YOUR OWN RISK. THE SITE, ITS CONTENT, RELATED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER RSL NOR ANY PERSON ASSOCIATED WITH RSL MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE OR ANY RELATED SERVICES.

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 OR RELATED SERVICES 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 OR ANY RELATED SERVICES WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION, OR FROM TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS; (b) THAT THE SITE OR RELATED SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR GEOGRAPHIC LOCATION; (c) THAT DEFECTS OR ERRORS IN THE SITE OR RELATED SERVICES WILL BE CORRECTED; OR (d) THAT THE CONTENT ON THE SITE OR RELATED SERVICES 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.

14. Limitation of Liability

IN NO EVENT WILL RSL OR ITS AFFILIATES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, ANY OF ITS CONTENTS OR ANY RELATED SERVICES BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO EMOTIONAL DISTRESS, LOSS OF REVENUE OR ANTICIPATED SAVINGS OR LOSS OF DATA, ARISING OUT OF YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE SITE, ANY LINKED SITES, ANY CONTENT ON THE SITE OR ANY RELATED SERVICES, 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. IN NO EVENT SHALL THE TOTAL COLLECTIVE LIABILITY OF RSL, ITS AFFILIATES, AND THEIR EMPLOYEES, LICENSORS OR CONTRACTORS FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OF THE SITE OR RELATED SERVICES EXCEED THE AMOUNT PAID BY YOU TO RSL FOR THE LICENSE TO ACCESS AND USE THE SITE.

The limitations stated above 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. If and to the extent that any jurisdiction does not allow the exclusion or limitation of direct, incidental or consequential damages, RSL's liability in such jurisdiction shall be limited to the full extent permitted by law.

15. Indemnification

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

16. Intellectual Property Rights

RSL or its third-party licensors own all rights, title and interest in and to the Site and all of its Content, features and functionality, the selection, coordination, and arrangement of the Content, the Related Services, the trademark 'Rosetta Stone', and other marks and logos related to the Site, the Content and the Related Services and URLs such as rosettastone.com and the trade dress, and look and feel of the Site, all of which are protected by various laws including, without limitation, copyright, trademark, and trade secrecy law. No right, title or interest in or to the Site, any Content, or any Related Services is transferred to you, and all rights not expressly granted to you are reserved by the RSL. Any use of the Site not expressly permitted by this Agreement is a breach of this Agreement and may also violate copyright, trademark and other laws. Any reproduction, copying, publication, modification, or redistribution of the Content except as expressly provided in this Agreement 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.

If you suggest new content, features or functionality that RSL, in its sole discretion, incorporates in the Site, such new content, features or functionality will be the sole and exclusive property of RSL and you hereby waive and release all rights and claims to the same.

As stated above, RSL may monitor activity on the Site. This monitoring may include the general tracking of your activity on the Site (the "Activity Data"). RSL may utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze Activity Data and any non-personally identifiable data or information resulting from your use of the Site. To the extent that any Activity Data is collected by RSL, such Activity Data will be solely owned by RSL and may be used by RSL for any lawful purpose, provided that the Activity Data is only disclosed to third parties in an anonymized and aggregated form and in a manner that does not permit the identification of you. RSL agrees to comply with applicable privacy and other laws and regulations respecting the dissemination and use of such Activity Data.

17. Governing Law, Arbitration, Jury Trial Waiver, Class Action Waiver, and Forum Selection

This Agreement will be governed in all respects by and construed in accordance with the laws of the Commonwealth of Virginia, USA, without reference to its principles relating to conflicts of law.

All controversies, disputes, demands, counts, claims, or causes of action between you and RSL arising out of, under, or related to this Agreement or our privacy practices (including any action we take or authorize with respect to information about or provided by you) shall be settled exclusively through binding arbitration, subject to the following:

- (a) Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from the American Arbitration Association ("AAA"). As modified by these Terms of Use, and unless agreed upon by the parties in writing, the arbitration will be governed by the AAA's Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively "Rules and Procedures").
- (b) You are thus GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this Agreement EXCEPT for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.
- (c) You and RSL must abide by the following rules: (i) for any claim that could otherwise be brought in small claims court, the arbitration shall be conducted solely based on written submissions and, if the arbitrator deems it appropriate, a telephonic hearing; (ii) if the claim exceeds what can be recovered in a small claims court, the arbitration shall be conducted solely based on written submissions or a telephonic hearing, unless the arbitrator deems a face-to-face hearing is appropriate, in which case one arbitral hearing will be held in the Washington, D.C. metropolitan area unless you and RSL agree to another location; (iii) the arbitrator's ruling is binding and not merely advisory; (iv) ANY CLAIMS BROUGHT BY YOU OR RSL MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (v) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING; (vi) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, RSL will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation; (vii) RSL also

reserves the right in its sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (viii) the arbitrator shall honor claims of privilege and privacy recognized at law; (ix) a decision by the arbitrator (including any finding of fact and/or conclusion of law) against either you or RSL shall be confidential unless otherwise required to be disclosed by law or by any administrative body and may not be collaterally used against either of them in existing or subsequent litigation or arbitration involving any other person/RSL customer; and (x) each side pays its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its attorneys' fees' and litigation expenses.

- (d) Notwithstanding the foregoing, either you or RSL may bring an individual action in small claims court. In addition, if you are a user outside of the United States, the dispute resolution provision in our Privacy Policy (if any), and not this arbitration provision, shall apply to any disputes related to privacy. Further, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration provision. Such claims shall be exclusively brought in any state or federal court located in the Commonwealth of Virginia, USA (unless such courts do not have personal jurisdiction in the dispute), and you consent to the personal jurisdiction of such court and acknowledge that venue is proper in such court. Additionally, notwithstanding this arbitration provision, either party may seek emergency equitable relief before such courts in order to maintain the status quo pending the arbitrator's ruling, and hereby agree to submit to the personal jurisdiction of such courts. A request for interim measures shall not be deemed a waiver of the right to arbitrate.
- (e) With the exception of subparts (iv) and (v) in subsection (c) above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either subpart (iv) or (v) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor RSL shall be entitled to arbitration. In the event this arbitration provision is held unenforceable by a court, or in the event AAA refuses to arbitrate the dispute, all controversies, disputes, demands, counts, claims, or causes of action between you and RSL shall be exclusively brought in the state or federal courts specified in subsection (d) above.
- (f) For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

18. Release

You hereby release RSL, its officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, that is either directly or indirectly related to or arises from (i) your use of the Site, or (ii) your purchase of any product(s). You hereby waive California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor", and you waive any other similar provision of the laws of any other applicable jurisdiction.

19. Survival

Sections 7, 13, 14, 15, 16, 17, 18, 19, 21 and 23 of this Agreement shall survive termination of this Agreement or your rights to use the Sites for any reason.

20. 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. Any waiver of any provision of this Agreement will be effective only if in a writing signed by RSL.

21. 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 with respect to your use of the Site and related products and services and supersedes all prior or contemporaneous understandings regarding such subject matter. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision 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. RSL may assign this Agreement, in whole or in part, at any time with or without notice to You. You may not assign, delegate or otherwise transfer this Agreement or assign, transfer or sublicense any of your rights under this Agreement,

22. Access to this Agreement

- (a) 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.
- (b) 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 or a letter and self-addressed, stamped envelope to:

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

- (c) 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 will only 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 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.

(d) 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 also download a copy of this document. 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

23. 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, your 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 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.

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