

Social Media and Community Guidelines and Terms

Rosetta Stone is pleased to provide various social media platforms and sites to enable interaction with consumers and the public. Every day people embrace and discuss our company, our products and our brand online. Rosetta Stone understands the importance of these discussions and interactions. As a company, we encourage your comments on our various social media platforms and sites. In order to keep our social media sites focused, we have set some community guidelines and terms (“Terms”). **By accessing, using or posting on any Rosetta Stone owned, operated, controlled or licensed page or site, including any Rosetta Stone page or site on a social media platform (“Social Media Site”), you accept and agree to these Terms, together with Rosetta Stone’s Privacy Policy, which is found at www.rosettastone.com/global/agreements.**

Our Social Media Sites provide opportunities for our fans and customers to engage with us and each other. Our Terms for use of our Social Media Sites are as follows:

1. You must be at least 18 years old to post any content on any Social Media Site.
2. In accessing and/or posting any content of any kind or nature (“Content”) to any Social Media Site, you agree that you will not:
 - a. violate any local, state, federal and international laws and regulations, including but not limited to copyright, patent, trademark, trade secret and other intellectual property rights;
 - b. transmit any Content that is unlawful, disruptive, threatening, profane, abusive, harassing, slanderous, embarrassing, tortuous, defamatory, obscene, libelous, or is an invasion of another's privacy, is hateful or racially, ethnically or otherwise objectionable as solely determined by Rosetta Stone;
 - c. impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - d. transmit any Content that you do not have a right to make available;
 - e. transmit any Content that is off-topic or any unsolicited or unauthorized advertising (including advertising of non-Rosetta Stone services or products), promotional Contents, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation;
 - f. transmit any Content that contains software viruses, worms, disabling code, or any other computer code, files or programs designed or intended to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - g. collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;
 - h. make false comments or claims about Rosetta Stone or its competitors;
 - i. share confidential information of Rosetta Stone or any third party; or
 - j. transmit any Content that encourages illegal activity.
3. Rosetta Stone has no obligation to accept, display, review, monitor, or maintain any Content posted to any Social Media Site, and reserves the right to monitor, prohibit, restrict, block, suspend, terminate, delete, or discontinue your access to any Social Media Site, at any time, without notice and for any reason and in its sole discretion.
4. Rosetta Stone may disclose information about your communications and activities with Rosetta Stone and/or in relation to any Social Media Site in response to lawful requests by governmental authorities or for the protection of Rosetta Stone’s rights or the rights of third parties as Rosetta Stone may deem appropriate in its reasonable discretion. In the event that Rosetta Stone exercises any of its rights hereunder for any reason, Rosetta Stone will have no liability to you.

5. Rosetta Stone is not responsible for the accuracy, completeness, appropriateness, legality or applicability of the materials or anything said, depicted or written by users, including without limitation any information obtained by using the Social Media Site.
6. Rosetta Stone does not necessarily endorse or espouse any content or materials, or any views, opinion, recommendation, or advice expressed on or in any Social Media Site, and any sites linked to the Rosetta Stone Social Media Site are or may be developed by people or parties over whom Rosetta Stone exercises no control. Rosetta Stone neither endorses nor assumes responsibility for the content of any site linked to Social Media Site.
7. Rosetta Stone will have no responsibility or liability to you or any third party as a result of your activities, and you are solely responsible for any activities you do in connection with or via any Social Media Site. By posting any Content on any Social Media Site, you grant to Rosetta Stone the irrevocable, perpetual and unrestricted right to reproduce, distribute, publish, and display, edit or modify such Content, and to use, and to authorize or license third parties to use, such Content, or portions or elements thereof, for any Rosetta Stone purpose, in any and all manner and media known or hereafter devised, and for any and all purposes, including commercial purposes, world-wide, without any obligation or compensation to you of any kind. Rosetta Stone has the right to create derivative works from any or all of the Content (“Derivative Works”), and such Derivative Works shall be the sole and exclusive property of Rosetta Stone. You disclaim all rights, title or interests you may have in such Derivative Works, and fully assign, convey and transfer any and all rights that you have or may have in the Derivative Works exclusively to Rosetta Stone.
8. You understand that Rosetta Stone is under no obligation to use, display or acknowledge any Content you submit, and Rosetta Stone reserves the right to remove or to refuse to post any Content or submission for any reason. You acknowledge that you, not Rosetta Stone, are responsible for the Content and for compliance with these Terms.
9. By posting any Content on any Social Media Site, you represent and warrant that you are the sole creator and owner of any intellectual property rights in the Content, and/or that you own or have the necessary licenses, rights, consents and permissions to use and authorize Rosetta Stone to use all patent, trademark, trade secret, copyright, or other proprietary rights in and to any and all of your entries of Content, to enable inclusion and use of your entries and Content in the manner contemplated in these Terms of Use.
10. You fully release Rosetta Stone from any and all claims that may arise regarding your use of or participation on the Social Media Site and/or the use, accessing or posting of the Content.
11. You agree that any claim or dispute relating to your posting of any Content on a Social Media Site shall be construed in accordance with the laws of the Commonwealth of Virginia, USA, without regard to its conflict of laws provisions and you agree to be bound and shall be subject to the exclusive jurisdiction of the state or federal courts located in the Commonwealth of Virginia.
12. Rosetta Stone reserves the right to change these guidelines at any time in its sole discretion and without notice.
13. **Please note:** If you are a Rosetta Stone employee, you must also adhere to all applicable Rosetta Stone Company policies and conduct guidelines, including the Social Media Guidelines available on the Rosetta Stone Intranet site.