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- a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- b) for which you have not obtained all necessary licenses and/or approvals; or
- c) which constitutes or encourages conduct that would be considered a criminal offense, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
- d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

You may not misuse the Website (including, without limitation, by hacking; using robots, spiders, data mining or similar data gathering tools; and automated submission of data).

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If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

8. GENERAL

- a) Governing Law and Jurisdiction. This legal notice shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any dispute arising out of or connected with this legal notice shall be subject to the exclusive jurisdiction of the courts of the Commonwealth of Virginia or of the U.S. District Court for the Western District of Virginia.
- b) Entire Agreement. The Conditions constitute the entire agreement between you and Rosetta Stone and govern your use of the Website, superseding any prior agreements between you and Rosetta Stone with respect to the Website. You will be subject to additional terms and conditions that will apply when you use or purchase Rosetta Stone services and products.
- c) Waiver and Severability of Terms. The failure of Rosetta Stone to exercise or enforce any right or provision of the Conditions shall not constitute a waiver of such right or provision. If any provision of the Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Conditions remain in full force and effect.
- d) Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Issue Date: January 25, 2011