

# ROSETTASTONE.COM WEBSITE TERMS AND CONDITIONS

These terms and conditions (the “Agreement”) apply to the entire contents of this website under the domain name [www.rosettastone.com](http://www.rosettastone.com) (“Website”) and to any correspondence by e-mail between us and you. Please read these terms carefully before using this Website. Using this Website indicates that you accept these terms regardless of whether or not you purchase any software from us. If you do not accept these terms, do not use this Website. This Website and all of its content, including but not limited to all text and images, are owned and copyrighted by Rosetta Stone, LLC (“Rosetta Stone”).

## 1. INTRODUCTION

You may access all areas of this Website without registering your details with us.

By accessing any part of this Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave this Website immediately.

Rosetta Stone reserves the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: modify or discontinue the Website with or without notice; limit the Website’s availability to any person, geographic area or jurisdiction we choose; charge fees in connection with the use of the website; modify and/or waive any fees charged in connection with the Website; and/or offer opportunities to some or all users of the Website. You agree that neither we nor any affiliated entity shall be liable to you or to any third party for any modification, suspension or discontinuance of the Website, in whole or in part, or of any service, software, content, submission, feature or product offered through the Website. Your continued use of the Site after such changes will indicate your acceptance of such changes. You should check this Website from time to time to review the then current legal notice. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at this Website.

**PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

## 2. LICENSE AND CONDITIONS

Rosetta Stone grants you a limited license to access and make use of the Website. As a condition of such license, you agree:

- a) not to download or modify any part of the Website, except with the express and prior written consent of Rosetta Stone;
- b) not to download or copy any account information for the benefit of another merchant;
- c) not to collect or make any use of any product listings, descriptions, or prices;
- d) not to resell or make any commercial use of this Website or its contents;
- e) not to reproduce, duplicate, copy, sell, resell or otherwise exploit the Website for any commercial purpose without express written consent of Rosetta Stone;
- f) not to make any derivative use of this Website or its contents;
- g) not to frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Rosetta Stone and its group companies without express written consent of Rosetta Stone;

- h) not to use any meta tags or any other “hidden text” utilizing the Rosetta Stone name or trademarks without the express written consent of Rosetta Stone;
- i) not to reverse engineer, reverse assemble or otherwise attempt to discover any source code underlying this Website; and
- j) not reproduce or store any part of this Website in any other website or include any part of this Website in any public or private electronic retrieval system or service without prior written permission from Rosetta Stone.

The copyright and other intellectual property rights in all material on this Website (including without limitation text, photographs and graphics) are owned by Rosetta Stone or its licensors. If you breach any of the terms in this legal notice, your permission to use this Website automatically terminates. You are also advised that Rosetta Stone will aggressively enforce its intellectual property rights to the fullest extent of the law.

All trademarks of Rosetta Stone indicated on the Website are trademarks of Rosetta Stone or its group companies in the United States and other countries. Without the prior consent of Rosetta Stone, you agree not to display or use in any manner the Rosetta Stone trademarks.

Any rights not expressly granted in these terms are reserved.

### **3. SERVICE ACCESS**

While Rosetta Stone attempts to ensure that this Website is normally available 24 hours a day, Rosetta Stone shall not be liable if for any reason this Website is unavailable at any time or for any period.

Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the control of Rosetta Stone.

### **4. USER-GENERATED CONTENT**

You are solely responsible for any content that you create, transmit or display (“User Content”) while using the Website. We claim no ownership rights over User Content created by you. The User Content you create remains yours.

Other than personally identifiable information, which is covered under the Privacy Policy, any User Content that you transmit or post to this Website shall be considered non-confidential and non-proprietary. Rosetta Stone shall have no obligations with respect to such User Content. Rosetta Stone and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such User Content and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

You are prohibited from posting or transmitting to or from this Website any material:

- 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). Rosetta Stone shall fully cooperate with any law enforcement authorities or court order requesting or directing Rosetta Stone to disclose the identity or locate anyone posting any User Content in breach of section 4.

## **5. LINKS TO AND FROM OTHER WEBSITES**

Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. Rosetta Stone has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. Rosetta Stone therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:

- a) you do not remove, distort or otherwise alter the size or appearance of the Rosetta Stone logo;
- b) you do not create a frame or any other browser or border environment around this Website;
- c) you do not in any way imply that Rosetta Stone is endorsing any products or services other than its own;
- d) you do not misrepresent your relationship with Rosetta Stone nor present any other false information about Rosetta Stone;
- e) you do not otherwise use any Rosetta Stone trademarks displayed on this Website without express written permission from Rosetta Stone;
- f) you do not link from a website that is not owned by you; and
- g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.
- h) Rosetta Stone expressly reserves the right to revoke the license granted in Section 2 for breach of these terms and to take any action it deems appropriate.

You shall fully indemnify Rosetta Stone for any loss or damage suffered by Rosetta Stone or any of its group companies for breach of section 5.

## **6. COPYRIGHT COMPLAINTS**

It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Rosetta Stone's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;

4. Information reasonably sufficient to permit Rosetta Stone to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

DMCA Agent; Legal Department  
Rosetta Stone, LLC  
777 Mariners Island Blvd.  
Suite 600  
San Mateo, CA 94404  
USA  
E-mail: [legalnotices@ixl.com](mailto:legalnotices@ixl.com)

UNDER UNITED STATES FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Rosetta Stone and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Rosetta Stone's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Rosetta Stone has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Rosetta Stone may also at its sole discretion limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## **7. SPECIAL ADMONITIONS FOR INTERNATIONAL USE**

Recognizing the global nature of the Internet, you agree to comply with and are solely responsible for ensuring compliance with all local laws, regulations, and rules in the jurisdiction(s) in which you reside. You agree to comply with all applicable laws regarding the transmission of data exported from the United States or the jurisdiction(s) in which you reside.

## **8. INDEMNITY**

To the extent permitted by applicable law, you agree to indemnify and hold Rosetta Stone, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) content you submit, post, transmit or make available through the Website, including without limitation, User Content, (ii) your use or misuse of the Website, (iii) your connection to the Website, (iv) your violation of the Agreement, (v) your violation of any applicable law or the rights of another person or entity, (vi) your willful misconduct, or (vii) any other party's access and use of the Website with your unique username, password, or other appropriate security code. Rosetta Stone reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims.

## **9. ROSETTA STONE'S PROPRIETARY RIGHTS**

You acknowledge and agree that the Website and any necessary software used in connection with the Website ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through the Website is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Rosetta Stone, you agree not to copy, modify, rent, lease, loan, sell, distribute or create derivative works based on the Website or the Software, in whole or in part. Any automated scraping, harvesting, indexing, mining, or any other extraction of any content from the Website is expressly prohibited.

The Website is protected by copyright and other laws in both the United States and elsewhere. Under the terms of this Agreement, it is expressly forbidden to distribute or reproduce the content of the Service or any portion thereof by any means, including but not limited to electronic and print.

## **10. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ROSETTA STONE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. ROSETTA STONE MAKES NO WARRANTY OR CONDITION THAT (i) THE WEBSITE WILL MEET YOUR REQUIREMENTS, (ii) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ROSETTA STONE OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT.

## **11. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ROSETTA STONE, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ROSETTA STONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE WEBSITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR

CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR (v) ANY OTHER MATTER RELATING TO THE WEBSITE.

## **12. EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN CLAIMS OR DAMAGES SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **13. TRADEMARK INFORMATION**

Rosetta Stone and the Rosetta Stone logo are registered trademarks of Rosetta Stone, LLC. You agree not to use any Rosetta Stone trademarks without the express advance written permission of Rosetta Stone.

## **14. GOVERNING LAW AND VENUE**

You agree that: (i) the Website shall be deemed solely based in California; and (ii) the Website shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement.

You agree to submit to the personal jurisdiction of the federal and state courts located in San Mateo County, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that San Mateo County, California is the proper forum for any appeals of an arbitration award or for trial court proceedings if the arbitration provision below is found to be unenforceable.

## **15. ARBITRATION**

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM ROSETTA STONE. For any dispute with Rosetta Stone, you agree to first contact us at [legalnotices@ixl.com](mailto:legalnotices@ixl.com) and attempt to resolve the dispute with us informally. In the unlikely event that Rosetta Stone has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The arbitration will be conducted in San Mateo County, California, unless you and Rosetta Stone agree otherwise. If you are an individual using the Website for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and

(iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Rosetta Stone from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

## **16. CLASS ACTION/JURY TRIAL WAIVER**

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE WEBSITE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND ROSETTA STONE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

## **17. GENERAL**

- a) Entire Agreement. The Agreement constitutes the entire agreement between you and Rosetta Stone and governs 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.
- b) Waiver and Severability of Terms. The failure of Rosetta Stone to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement 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 Agreement remain in full force and effect.
- c) 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 Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Issue Date: 12/08/21