

ROSETTA STONE TERMS OF SERVICE

LAST UPDATED: May 5, 2026

Welcome and thank you for your interest in Rosetta Stone LCC (“**Rosetta Stone**”) and/or its subsidiaries and affiliates (“**RSL**”). These Terms of Service (“**Terms**”) apply to and govern your access to and use of Rosetta Stone’s: (i) website located at: <https://rosettastone.com> and its subdomains and any of RSL’s other websites on which a link to these Terms appears (collectively, the “**Website**”); and (ii) any online products and services, including without limitation the content, software, hosted services, mobile and internet applications, trials and demos, content, games, audio and video, and associated documentation (each a “**Rosetta Stone Service**” and together with the Website, each, a “**Rosetta Stone Property**” and collectively, the “**Rosetta Stone Properties**”) owned and operated by RSL or enabled via the Website. These Terms apply to all visitors, users, and others who access, purchase, or otherwise use the any Rosetta Stone Property. They govern your use and our provision of the Rosetta Stone Property on which these Terms are posted, as well as any Rosetta Stone Property we make available on third-party sites and platforms where these Terms are disclosed to you in connection with your use of the Rosetta Stone Property.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING ANY ROSETTA STONE PROPERTY. THESE TERMS CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN YOU AND RSL. THESE TERMS CONTAIN 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. YOU MUST READ AND AGREE TO THESE TERMS BEFORE USING THE ROSETTA STONE PROPERTIES. BY CHECKING A BOX INDICATING YOU ACCEPT THESE TERMS, OR BY ACCESSING OR USING THE ROSETTA STONE PROPERTIES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, YOU MAY NOT USE THE ROSETTA STONE PROPERTIES. Please print a copy of the Terms for your records.

IF YOU ARE A USER UNDER THE AGE OF EIGHTEEN (18) YEARS OLD, YOU AGREE THAT YOU HAVE REVIEWED THE AGREEMENT WITH YOUR PARENT OR LEGAL GUARDIAN AND YOUR PARENT OR LEGAL GUARDIAN AGREES TO THE AGREEMENT ON YOUR BEHALF AND TAKES FULL RESPONSIBILITY FOR YOUR COMPLIANCE WITH THE AGREEMENT. IF THE INDIVIDUAL ENTERING INTO THE AGREEMENT OR OTHERWISE ACCESSING OR USING THE SERVICES IS DOING SO ON BEHALF OF, OR WITHIN HIS OR HER CAPACITY AS A REPRESENTATIVE, AGENT, OR EMPLOYEE OF AN ENTITY, SUCH INDIVIDUAL AND SUCH ENTITY AGREE THAT: (i) THE TERM “YOU” AND “YOUR” AS USED HERE IN APPLY TO SUCH ENTITY AND SUCH INDIVIDUAL; AND (ii) THAT THE INDIVIDUAL ENTERING INTO THE AGREEMENT HAS THE POWER, RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THE AGREEMENT ON BEHALF OF SUCH ENTITY.

IF YOU SUBSCRIBE TO ANY FEATURE OR FUNCTIONALITY OF THE ROSETTA STONE SERVICE FOR A TERM, THEN YOUR SUBSCRIPTION WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL PERIODS OF THE SAME DURATION AS THE INITIAL TERM AT RSL’S THEN-CURRENT FEE FOR SUCH FEATURES AND FUNCTIONALITY UNLESS YOU OPT OUT OF THE AUTOMATIC RENEWAL OF SERVICE TERM IN ACCORDANCE WITH SECTION 8 BELOW.

1. Use of the Rosetta Stone Properties

(a) License to Use the Rosetta Stone Properties for Permitted Use

The Rosetta Stone Properties are licensed, not sold. Subject to these Terms, and your successful completion of the registration for any Rosetta Stone Service (as applicable), RSL grants you a limited, personal, non-transferable, non-exclusive license to access and use the Rosetta Stone Properties for: (i) your private, non-commercial use solely for personal learning and entertainment purposes only, or ii) for training or educational purposes, in each case, solely in accordance with these Terms.

By accessing or using the Rosetta Stone Properties, you warrant and represent that you will use the Rosetta Stone Service for either: (1) your personal learning and entertainment purposes only, or (2) for training or educational purposes, and that you will not use the Rosetta Stone Properties for any other purpose or allow any other person to access or use the Rosetta Stone Properties. You specifically agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, lease or rent access to, grant a security interest in or otherwise transfer any right in the Rosetta Stone Properties or any content.

You agree not to modify the Rosetta Stone Properties in any manner or form, or to use modified versions of the Rosetta Stone Properties, including (without limitation) for obtaining unauthorized access to the Service. You agree not to access the Rosetta Stone Properties by any means other than through the interface that is provided by RSL for use in accessing the Rosetta Stone Properties .

To use the Rosetta Stone Properties, you must comply with the system requirements as determined by RSL, and obtain access to the Internet, either directly or through devices that access web-based content and pay any service fees or other costs associated with such access. In addition, you must provide all equipment and software (which may include third party software) necessary to comply with the requirements, and make such connection to the Internet, including a computer and modem or other access device.

If your access and use of a Rosetta Stone Service required the payment of a fee or charge, your license to access and use such Rosetta Stone Service is for the limited period of time specified in your purchase, and RSL may suspend or terminate your access and use of the applicable Rosetta Stone Service if you fail to pay the required fee or charge pursuant to the terms of your purchase.

(b) Software

Use of any RSL language learning software products and associated documentation that is made available via the Website for use and/or installation on your computer ("**Software**") is governed by the terms of the license agreement that accompanies or is included with the Software, or by the license agreement expressly stated on the Website page(s) accompanying the Software. These license terms may be posted with the Software downloads or at the Website page where the Software can be accessed. Unless you agree to the terms of such license agreement, you shall not use, download, or install any Software that is accompanied by or includes a license agreement. At no time will RSL provide you with any tangible copy of our Software. Unless otherwise stated on the Website, RSL delivers access to the Software via electronic transfer or download and does not use or deliver any tangible media in connection with the (i) delivery, installation, updating or problem resolution of any Software (including any new releases); or (ii) delivery, correction or updating of documentation. For the purposes of this section, tangible media shall include, but is not limited to, any compact disk, card, flash drive, or any other comparable physical medium. Unless the accompanying license agreement expressly allows otherwise, any copying or redistribution of the Software is prohibited, including any copying or redistribution of the Software to any other server or location, or redistribution or use on a service bureau basis. If there is any conflict between these Terms and the license agreement, the license agreement takes precedence in relation to that Software (except as provided in the following sentence). If the Software is a pre-release version, then, notwithstanding anything to the contrary included within an accompanying license agreement, you are not permitted to use or otherwise rely on the Software for any commercial or production purposes. If you and RSL have not entered into a separate license agreement with respect to your use of the Software or if no license agreement accompanies use of the Software, use of the Software will be governed by these Terms and, subject to your compliance with this Agreement, RSL grants you a non-assignable, non-transferable, non-sublicensable, revocable, non-exclusive license to use the Software for your private, non-commercial use solely for personal learning and entertainment purposes only, or (ii) for training or educational purposes. If you receive an activation ID with the Software, you will be required to comply with the RSL-defined activation procedure in order to obtain full access to the Software; failure to comply with such procedure will result in your inability to use the Software. User licenses, including activation IDs, may not be shared, leased, loaned, transferred or sublicensed to third parties, and any attempt to do so may result in suspension or termination of your license to the Software.

(c) **Limited Warranty.**

RSL warrants that the Software will perform substantially in accordance with the documentation that accompanies the Software for a period of ninety (90) days after the later of the date the Software is made available for download or the date of delivery (if applicable). Notwithstanding the foregoing, RSL makes no representations or warranties of any kind with respect to any third party software.

(d) **Necessary Equipment and Software.**

You must provide all devices and other equipment or software (excluding Software) necessary to access or use the Rosetta Stone Properties. You are solely responsible for any fees, including internet connection or mobile fees, that you incur when accessing the Rosetta Stone Properties.

2. Changes to these Terms

We may amend these Terms at any time. Any such amendment will be effective following either our dispatch of a notice to you or our posting of the amendment on the Rosetta Stone Service or Website. If you do not agree to any change to these Terms, you must discontinue using the Rosetta Stone Properties. The most current version of these Terms can be reviewed by clicking on the "Terms of Service" hypertext link located at the Agreements page on our Website. You should check the website from time to time to review the then current Terms because the Terms are legally binding on you. You agree that each time you use or access a Rosetta Stone Property shall be subject to the then current Terms, and that your continued use of the Rosetta Stone Properties now or following modifications in the Terms confirms that you have read and agreed to be bound by such modifications and constitutes your acceptance of any changes to the Terms. In addition, when you access the Rosetta Stone Properties and/or check the box indicating your acceptance of the Terms, you also consent to have the Terms provided to you in electronic form and to receive information about your account, if any, electronically. **If you do not agree to abide by these Terms or any future Terms for the Rosetta Stone Properties, do not use or access, or continue to use or access the Rosetta Stone Properties.**

3. Supplemental Terms

In order to participate in certain activities or services through the Rosetta Stone Properties, you may be notified that you are required to download software or content and/or agree to additional terms and conditions from RSL. Supplemental terms and conditions may apply to some Rosetta Stone Properties such as rules for a particular service or activity or terms that may accompany certain software or content accessible through the Rosetta Stone Properties. Supplemental terms and conditions will be disclosed to you in connection with such service or activity. Any supplemental terms and conditions are in addition to these Terms and, in the event of a conflict, prevail over these Terms.

If you are receiving access to a Rosetta Stone Service from or through an educational institution, government agency or business enterprise ("Enterprise Customer"), which is a party to a Rosetta Stone Enterprise License or similar agreement, the terms of such Enterprise License Agreement will prevail. You acknowledge and agree that our provision of the Rosetta Stone Service to you and your access and use of the Rosetta Stone Service is subject to the terms of our commitments to the Enterprise Customer with which you are affiliated. In such a case, the Enterprise Customer may control and administer the implementation of the Rosetta Stone Service and any account you have on the Rosetta Stone Service, including by controlling privacy-related settings, provisioning or deprovisioning access to the Rosetta Stone Service (or parts thereof), enabling or disabling third-party integrations, and managing permissions. Your Enterprise Customer may also access and process your data and the contents of your communications and files associated with your account.

4. Updates, changes to or termination of a Rosetta Stone Property

RSL reserves the right, in its sole discretion, with or without notice, and without incurring any liability to you, to (a) update, improve, replace, discontinue (temporarily or not), modify or alter all or any part of any Rosetta Stone Properties at any time, but is not obligated to do so, and/or (b) impose limitations on your

usage of a Rosetta Stone Properties. You acknowledge and agree that RSL may update the Rosetta Stone Properties with or without notifying you. If you do not install any updates provided by RSL, the corresponding Rosetta Stone Properties may cease to work in accordance with their documentation. You may need to update third-party software (e.g. browser plug-ins) from time to time in order to continue to use the Rosetta Stone Properties. It is your responsibility to follow the instructions provided on or within the Rosetta Stone Properties to install such third party software. RSL will not be liable to you or any third party should it exercise the right to modify or discontinue the Rosetta Stone Properties or impose usage limitations on your use of any Rosetta Stone Properties. If you object to any such changes, your sole recourse will be to cease access to the Rosetta Stone Properties. Continued access to the Rosetta Stone Properties following any of such changes will indicate your acknowledgement of such changes and satisfaction with the Rosetta Stone Properties.

5. Privacy

Our collection and use of your personal information while using the Rosetta Stone Properties is governed by our Privacy Policy and any other specific privacy policy applicable to Rosetta Stone Property you are using, all of which can be found on the Agreements page of our website. By checking the box indicating you accept the terms of these Terms or by accessing or using a Rosetta Stone Service, you also indicate that you acknowledge the information collection, use, and disclosure practices described in our privacy policies. If you are accessing the Rosetta Stone Services through an Enterprise Customer, our collection, use and safeguarding of your personal information will be subject to any data protection obligations agreed to our agreement with your Enterprise Customer and, where applicable, to your Enterprise Customer's privacy policy. Should you have any questions about the data protection policies of your Enterprise Customer or the implementation of the Rosetta Stone Service by the Enterprise Customer, contact them directly. The Internet is a global environment. Using the Internet to collect and process personal data necessarily involves the transmission of data on an international basis, and notably export of data from the country in which the user is located, to RSL systems and data centers located in the U.S. and other countries. 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 agree and accept that such steps do not guarantee that the Rosetta Stone Properties and the services are invulnerable to all security breaches or immune from viruses, Trojans, malware, security threats or other vulnerabilities.

6. Applicable Laws and Regulations

Your license to access and use the Rosetta Stone Properties is subject to all applicable restrictions or requirements of applicable law. You are responsible for complying with all applicable laws and regulations in connection with your access to and use of the Rosetta Stone Properties, 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 Rosetta Stone Properties, you warrant that you will not use the Rosetta Stone Properties for any purpose that is unlawful or prohibited by applicable law or regulation.

7. Registration and Eligibility

To become an authorized user of a Rosetta Stone Service, you may need to complete the registration process for the Rosetta Stone Service 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 RSL Privacy Policy, or, as applicable, our agreement regarding data protection obligations with your Enterprise Customer applies to your use of the Rosetta Stone Service. RSL has the right to suspend or terminate your account and refuse any and all current or future access and use of any Rosetta Stone Service 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.

Unless otherwise specified by Rosetta Stone, registration for and use of any Rosetta Stone Service is limited to those persons who are eighteen (18) years of age or older in the United States or another age specific to certain countries pursuant to local law, *provided however*, a younger person may be permitted to register or be registered by a parent or legal guardian, or under the direction and with the consent of an educational institution, in compliance with the requirements of applicable local law. Except for the foregoing, if you are under the required age, do not access or attempt to use the Rosetta Stone Service or

website. If you are the parent or legal guardian of a user under the age of thirteen (13) or another age pursuant to local law and believe that child has registered for a Rosetta Stone Service or provided personally identifiable information to us without the appropriate consent, please contact RSL; if your child is using the Rosetta Stone Service through their educational institution, please contact the child's educational institution. Rosetta Stone reserves the right to restrict certain activities or services on or within a Rosetta Stone Service to users who are of a certain age (higher or not) or who possess a minimum level of proficiency or fluency in a particular language and/or other skill as defined during the registration process, as determined by Rosetta Stone in its sole discretion.

8. Purchase Terms and Conditions

The following Purchase Terms and Conditions apply to your purchase of Personal Edition products of the Rosetta Stone Services offered online-only and purchased directly from Rosetta Stone in the U.S. from a Website.

- **Minimum Contract Term** – Each purchase for any online Rosetta Stone Service requires a term contract commitment for the applicable plan period ("**Initial Term**"), as specified on the purchase acceptance page ("**Order Page**"). Unless otherwise provided on the Order Page and subject to your payment, you will be provided access to the online product for the full Initial Term, beginning from your purchase date as displayed on the Order Page (the "**Purchase Date**").

- **Automatic Renewal** – If you elect to purchase a subscription, your subscription will automatically renew for additional terms of the same length at RSL's then-current fees, allowing you to conveniently maintain your progress and access. RSL reserves the right to change the subscription pricing at any time in accordance with Section 2.

By purchasing, you authorize RSL to automatically charge your credit card or digital wallet account upon the expiration of the Initial Term at RSL's then-current fees (plus applicable taxes), without any additional action by you. Discounts and promotions applied to your Initial Term purchase, or those available to initial purchasers at the time of your auto-renewal, are not applicable to auto-renewal purchases.

- **Cancelling Subscriptions.** You may cancel your subscription by contacting Customer Service at <http://support.rosettastone.com>. If you cancel your subscription, you may continue to use the applicable Rosetta Stone Service until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the service subscription fee paid for the then-current subscription period.

Exchange and Returns – All RSL online product purchases may be exchanged or returned for a refund of the purchase price within fourteen (14) days from the Purchase Date. The fourteen-day money back guarantee is limited to purchases made directly from Rosetta Stone and does not apply to any supplemental purchases, including additional online or mobile access, or additional tutoring sessions.

- **Accepted Payment Methods** – We accept the following forms of payment: credit and debit cards (Visa, MasterCard, American Express), PayPal, and Google Pay. By subscribing, you authorize RSL to charge the payment method designated in your account now, and again at the beginning of any subsequent subscription period. Upon renewal of your subscription, if RSL does not receive payment, (i) you shall pay all amounts due on your account upon demand and/or (ii) you agree that RSL may either terminate or suspend your subscription and continue to attempt to charge your designated payment method until payment is received (upon receipt of payment, your account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received).

§ Third-party payment services – Payments made via third-party services (PayPal, Google Pay) are subject to the terms and privacy policies of those services. Rosetta Stone is not responsible for any issues arising from use of those platforms. For payments made via third-party services (PayPal, Google Pay), your payment information is processed by the third-party. Rosetta Stone does not receive or store your full card number.

• **Terms of Payment** - You shall pay the purchase price in a single payment. The full purchase price will be charged to the payment method you select on the Order Page on the Purchase Date.

§ **Termed monthly and yearly Rosetta Stone App subscriptions** – 1-month and 12-month subscriptions automatically renew at the full retail price (plus tax) then in effect. You can turn off auto-renewal anytime as described above (Cancelling Subscriptions).

§ **Taxes, Surcharges and Fees** – Applicable taxes will be added to and charged in your payments, based on the total value of the applicable subscription term of the plan you purchase.

1-to-1 Tutoring Sessions – Rosetta Stone 1-to-1 tutoring sessions may not be purchased or used without an active online product subscription. Purchased Rosetta Stone 1-to-1 Tutoring Sessions are valid for one year after the purchase date of the tutoring session package. By purchasing, you acknowledge that you must use Rosetta Stone 1-to-1 Tutoring Sessions within one year of purchase or forfeit the benefit of your purchase. Rosetta Stone 1-to-1 Tutoring sessions do not automatically renew for additional periods, even if your online product subscription does, and cannot be “rolled over” to a new term. Rosetta Stone 1-to-1 Tutoring sessions are eligible for a monetary refund only within fourteen (14) days of purchase, and only if all acquired tutoring credits remain unused. Any credits that have been used and subsequently re-credited will not be considered unused.

• **Gift Purchases**

§ **Activation and Expiration** - Upon completing your purchase, your gift recipient will receive an email containing a unique activation code and instructions for redeeming the subscription. Activation codes expire 365 days after purchase and cannot be redeemed or reissued after expiration. Once redeemed, the gift subscription will be valid for the specified term, starting from the date of activation code redemption. After this period, the subscription will automatically expire unless the recipient chooses to renew it.

§ **Refund Policy** - Gift subscriptions are eligible for a full refund within fourteen (14) days of purchase. If the activation code has been redeemed, the associated account will be deactivated upon refund initiation. Once redeemed, the activation code cannot be reissued.

§ Gift codes are non-transferable and cannot be exchanged for cash or any other products.

§ RSL is not responsible for lost, stolen, or unauthorized use of activation codes.

9. Security

You are responsible for maintaining the confidentiality of any password you provide or are provided during the registration process, and you are responsible for all activities that occur under your password or account. **You agree not to share your password with any other person**, and 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 Rosetta Stone Service. RSL reserves the right to require you to change your password for network security reasons.

To report security concerns involving our products, please contact our Customer Support team at support@rosettastone.com. Include as much detail as possible, including the nature of the incident, any affected systems or data, and the steps taken leading up to the incident. Our Security team will investigate the matter promptly and take appropriate action to address any security concerns. Thank you for your cooperation in helping us maintain a secure environment for our users

10. Support

SUPPORT: RSL offers support for the Service for those of its customers who have completed the online registration process. RSL reserves the right to change its support policy (and to discontinue support for any Service) at any time and without notification. Use of RSL's customer support is governed by the hours of operation, billing rates and other terms and conditions set forth at RSL's website. RSL reserves the right to make changes to the support policy at any time, and will post those changes on the support pages on RSL's website.

11. tUser Content and Communications

Any information, materials or content that you transmit, display, post, submit or store on, to or through the Rosetta Stone Properties, whether orally, visually or by text, ("**User Contributions**") shall be considered non-confidential and non-proprietary, except for your personal identifying information which is covered under the Privacy Policy. You agree and acknowledge that you, not RSL, have full responsibility for all of your User Contributions, including its legality, reliability, accuracy, appropriateness and compliance with these Terms. By submitting, posting or transmitting, orally or otherwise, User Contributions on, to, or through the Rosetta Stone Properties, you expressly grant RSL, and its sublicensees, a perpetual, world-wide, irrevocable, royalty-free right and license to record, archive, read, copy, disclose, display, exhibit, reproduce, publish, sublicense, distribute, incorporate, make derivative works from, publicly perform and otherwise use your User Contributions and all or any portion of the text, speech, data, images and other materials or content embodied therein, in any media now known or hereafter to become known, for any and all commercial or non-commercial purposes, including without limitation, for commercial exhibition, display, advertising, or promotion, without obligation to you. 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 Rosetta Stone Properties. 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 THESE TERMS, 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, visual 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 Rosetta Stone Properties users, members or guests to join or utilize outside products, 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 Rosetta Stone Properties or of any other person.

By using the Rosetta Stone Properties, you agree and accept 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 Rosetta Stone Properties, including the Website(s). RSL does not monitor all activity in or on the

Rosetta Stone Properties or its websites, 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 Rosetta Stone Properties, subject to the website's Privacy Policy. You further agree and accept 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 Rosetta Stone Properties, in order to investigate, prevent, or take action regarding activities that may be prohibited or unlawful, to exercise our legal rights under the Terms, 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 the Terms. 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.

12. 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 Rosetta Stone Properties;
- (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 Rosetta Stone Properties;
- (c) copy, modify, translate, or collect any Content from the Rosetta Stone Properties that can be used to create derivative works of all or any part of the Rosetta Stone Properties;
- (d) take any action that imposes an unreasonable or disproportionately large load on the Rosetta Stone Properties' 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 Rosetta Stone Properties, or any activity being conducted on or in the Rosetta Stone Properties;
- (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 Rosetta Stone Properties other than the search engine and search agents available from the Rosetta Stone Properties 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 Rosetta Stone Properties or used in providing the Properties offered by the Rosetta Stone Properties;
- (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;
- (i) remove, distort or otherwise alter the size or appearance of any logo or brand of RSL;
- (j) frame or otherwise create any other border environment around the Website;
- (k) imply that RSL endorses or supports your products or services;
- (l) misrepresent your relationship with RSL nor present any other false information about RSL; or
- (m) use any trademarks of RSL that are displayed on the Rosetta Stone Properties without the prior express written approval of RSL.

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

- (n) 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;

- (o) 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 Rosetta Stone Properties;
- (p) attempting to interfere with service to any user, host, or network, or using the Rosetta Stone Properties or the services provided through the Rosetta Stone Properties 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 Rosetta Stone Properties; or
- (q) obtaining or attempting to obtain any materials or information through any means not intentionally made available through the Rosetta Stone Properties.

Violations of system or network security may result in civil or criminal liability. In accordance with these Terms, 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 these Terms, please contact us at support@rosettastone.com.

13. Termination and Suspension

You agree and accept that RSL, including its authorized agents, may, with or without notice, suspend, terminate, or limit your right to access and use of the Rosetta Stone Properties and/or of any service provided by RSL through the Rosetta Stone Properties or in conjunction with the Rosetta Stone Properties if you violate any applicable law or regulation or fail to comply with any provision of these Terms, or any other agreement pertaining to the use of the Rosetta Stone Properties, as determined by RSL in its sole discretion. RSL's instructors and other users may report any actual or potential violations of the Terms at any time, and RSL reserves the right to suspend, terminate, or limit the services you may use on or in the Rosetta Stone Properties based upon such reported actual or potential violations, or for any other reason, in RSL's sole discretion. If RSL terminates your use of a Rosetta Stone Properties because you have breached the Terms, 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 Rosetta Stone Properties, 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 Rosetta Stone Properties.

If you have accessed a Rosetta Stone Properties under an Enterprise Customer's account, then the provision of certain services provided may automatically terminate when our agreement with the Enterprise Customer agreement expires or is terminated.

14. Storage

You acknowledge that RSL may establish general practices and limits concerning use of the Rosetta Stone Properties, including without limitation the maximum number of days that email messages, message board postings or other uploaded content will be retained by the Rosetta Stone Properties, the maximum number of email messages or other content that may be sent from or received by an account on or in the Rosetta Stone Properties, the maximum size of any email message, attachment, or other content that may be sent from or received by an account on or in the Rosetta Stone Properties, the maximum disk space that will be allocated on the Rosetta Stone Properties servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Rosetta Stone Properties or utilize certain Rosetta Stone Properties components or features 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 Rosetta Stone Properties.

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 Rosetta Stone Properties 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.

15. Third-Party Content and Third-Party Services

The Rosetta Stone Properties may contain, contain links to, or be integrated or provided with third-party owned services or content. We do not own or control or accept responsibility for those third-party services or content, including the privacy policies or practices of those third-party services. You should read the terms of service agreements and privacy policies that apply to such third-party services and content.

If you access a Rosetta Stone Properties using an operating system-powered device, the owner of the applicable operating system (e.g., Apple Inc., Google, Inc. Microsoft Corporation, etc.) is not a party to this contract and is not responsible for the provision or support of the Rosetta Stone Properties. However, you agree that your access to the Rosetta Stone Properties using these devices also shall be subject to the usage terms set forth in the applicable third-party beneficiary's terms of service.

When you access the Rosetta Stone Properties through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Downloading, installing or using certain Rosetta Stone Properties may be prohibited or restricted by your network provider and not all Rosetta Stone Properties may work with your network provider or device.

16. Exposure

You acknowledge and agree that by accessing or using the Rosetta Stone Properties 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 Rosetta Stone Properties, 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 these Terms to RSL by contacting us at support@rosettastone.com.

17. Digital Content and Virtual Items

We may make applications, games, software or other digital content available on the Rosetta Stone Properties for you to license for a one-time fee or paid subscription basis. When purchasing a license to access such material from a Rosetta Stone Properties, charges will be disclosed to you on the Rosetta Stone Properties before you complete the license purchase.

Your purchase of a virtual item or in-game currency is a payment for a limited, non-assignable license to access and use such content or functionality in the Rosetta Stone Properties, and is subject to these Terms. Virtual items or in-game virtual currency purchased or available to you in the Rosetta Stone Properties can only be used in connection with the Rosetta Stone Properties where you obtained them or where they were developed by you as a result of game play or your use of the particular Rosetta Stone Properties. These items are not redeemable or subject to refund and cannot be traded outside of the specific Rosetta Stone Properties for money or other items for value. We may modify or discontinue virtual items or in-game currency at any time.

18. Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED HEREIN, YOUR USE OF THE ROSETTA STONE PROPERTIES, ITS CONTENT AND ANY RELATED SERVICE IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE ROSETTA STONE PROPERTIES IS 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 ROSETTA STONE PROPERTIES.

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 ROSETTA STONE PROPERTIES, (d) WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, OR COMPLETENESS OF DATA MADE AVAILABLE ON THE ROSETTA STONE PROPERTIES 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 ROSETTA STONE PROPERTIES 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 ROSETTA STONE PROPERTIES WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION, OR FROM TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS; (b) THAT THE ROSETTA STONE PROPERTIES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR GEOGRAPHIC LOCATION; (c) THAT DEFECTS OR ERRORS IN THE ROSETTA STONE PROPERTIES WILL BE CORRECTED; OR (d) THAT THE CONTENT ON THE ROSETTA STONE PROPERTIES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY INFORMATION ON THE ROSETTA STONE PROPERTIES 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 ROSETTA STONE PROPERTIES IS AT YOUR OWN RISK.

BETA DISCLAIMER: YOU ACKNOWLEDGE THAT BETA VERSIONS OF THE RSL PRODUCT ARE STILL UNDERGOING FINAL TESTING BEFORE ITS OFFICIAL RELEASE. YOUR ACCESS TO THE BETA VERSION OF THE RSL PRODUCT, ITS SOFTWARE AND ALL CONTENT FOUND ON IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RSL DOES NOT GIVE ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE SUITABILITY, AVAILABILITY OR USABILITY OF THE RSL BETA PRODUCT, ITS SOFTWARE OR ANY OF ITS CONTENT. RSL RESERVES THE RIGHT TO LIMIT ACCESS TO ANY AVAILABLE BETA PRODUCT FEATURE. IN ADDITION TO THE ANY OTHER DISCLAIMERS SET FORTH IN THIS SECTION 17, RSL WILL NOT BE LIABLE FOR ANY LOSS, WHETHER SUCH LOSS IS DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, SUFFERED BY ANY PARTY AS A RESULT OF THEIR USE OF THE RSL PLATFORM, ITS SOFTWARE OR CONTENT. USE OF A BETA VERSION OF ANY RSL PRODUCT IS DONE AT THE USER'S OWN RISK AND THE USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES. SHOULD YOU ENCOUNTER ANY BUGS, GLITCHES, LACK OF FUNCTIONALITY OR OTHER PROBLEMS, PLEASE LET US KNOW. YOUR IMMEDIATELY IS GREATLY APPRECIATED. YOU CAN WRITE TO US AT THIS ADDRESS AT SUPPORT@ROSETTASTONE.COM.

19. Limitation of Liability

IN NO EVENT WILL RSL OR ITS AFFILIATES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE ROSETTA STONE PROPERTIES BE LIABLE FOR ANY 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 ROSETTA STONE PROPERTIES, 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 ROSETTA STONE PROPERTIES, 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 THESE TERMS OR YOUR USE OF THE ROSETTA STONE PROPERTIES EXCEED THE AMOUNT PAID BY YOU TO RSL FOR THE LICENSE

TO ACCESS AND USE THE ROSETTA STONE PROPERTIES.

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.

THESE DISCLAIMERS AND LIMITATIONS DO NOT AFFECT YOUR RIGHTS AS A CONSUMER OR PURPORT TO LIMIT LIABILITY THAT CANNOT BE EXCLUDED UNDER THE LAW IN YOUR PLACE OF LEGAL RESIDENCE.

20. Intellectual Property Rights

RSL or its third-party licensors own all rights, title and interest in and to the Rosetta Stone Properties and all of its content, features and functionality, the selection, coordination, and arrangement of the content, the trademark 'Rosetta Stone', and other marks and logos related to the Rosetta Stone Properties and URLs such as rosettastone.com and the trade dress, and look and feel of the Rosetta Stone Properties, all of which are protected by various laws including, without limitation, copyright, trademark, and trade secrecy law. You may own the physical media on which elements of the Rosetta Stone Properties is delivered to you, but we retain full and complete ownership of the Rosetta Stone Properties. No right, title or interest in or to the Rosetta Stone Properties is transferred to you, and all rights not expressly granted to you are reserved by the RSL. Any use of the Rosetta Stone Properties not expressly permitted by these Terms is a breach of these Terms and may also violate copyright, trademark and other laws. Any reproduction, copying, publication, modification, or redistribution of the Rosetta Stone Properties except as expressly provided in these Terms is strictly prohibited without RSL's prior written consent. Requests for permission to reproduce any content must be made in writing to:

Rosetta Stone LLC
Attention: Legal Department
777 Mariners Island Blvd #600
San Mateo, CA 94404
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 Rosetta Stone Properties, 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 and collect various information regarding interactions and activity on and in the Rosetta Stone Properties, which may include information relating to your activity on and in the Rosetta Stone Properties (the "Activity Data"). Rosetta Stone may utilize data capture, analysis and similar tools to record, synthesize and/or analyze Activity Data resulting from your use of the Rosetta Stone Properties, and may use this information, and disclose this information to its sublicensees and 3rd party partners, for purposes of provisioning and supporting the delivery, functionality and maintenance of the Properties, facilitating technical and other support services, supporting usage, progress and similar reporting, including through administrator tools and enhanced support services, for Rosetta Stone enterprise customers and their users, confirming compliance with license and usage restrictions, conducting research, statistical analysis and benchmarking, supporting new and existing Properties development and performance optimization, fulfilling legal, regulatory or contractual obligations, supporting general business administration, and for other purposes as described in our Privacy Policy. To the extent that any Activity Data is collected by RSL, such Activity Data (except for your personal identifying information which is covered under the Privacy Policy) will be solely owned by RSL and may be used by RSL, and disclosed to third parties, for any lawful purpose.

21. 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 Rosetta Stone Properties;
- 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 LLC
Attention: Copyright Agent
777 Mariners Island Blvd #600
San Mateo, CA 94404
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.

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

22. Special admonition 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.

23. Indemnity

To the extent permitted by applicable law, you agree to indemnify and hold RSL, 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 Rosetta Stone Properties, including without limitation, User Content, (ii) your use or misuse of the Rosetta Stone Properties, (iii) your connection to the Rosetta Stone Properties, (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 Rosetta Stone Properties with your unique username, password, or other appropriate security code. RSL 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.

24. Export

You acknowledge that the Rosetta Stone Properties are subject to U.S. export jurisdiction and agree to comply with all applicable international and national laws that apply to the Rosetta Stone Properties, including the U.S. Export Administration Regulations and Office of Foreign Assets Control Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

25. Governing Law and venue

You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service 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. The formation, performance, construction, validity and enforceability of these Terms of Service shall be governed by federal law and the internal substantive laws of the State of California, without respect to its conflict of laws principles, except that the Arbitration Agreement set forth in Paragraph 22 is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. For avoidance of doubt, the State Specific provisions of Paragraph 5, above, shall also govern where applicable. 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, USA, for any actions not otherwise covered by the Arbitration Agreement in Section 25 below as well as for any actions for which we or you retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction, including to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, including any provisional relief required to prevent irreparable harm.

26. Arbitration

26.1 Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement, you and Rosetta Stone agree that any disagreement, controversy, or claim arising out of or relating in any way to your access to or use of the Website, any products or services sold or distributed through the Website, or the Agreement and prior versions of the Agreement (each, a "Dispute") will be resolved by binding arbitration, rather than in court, except that: (1) you and Rosetta Stone may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Rosetta Stone may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents) as per the preceding Section 25. For purposes of this Arbitration Agreement, "Dispute" will also include disputes that were not noticed or that involve facts occurring before the existence of this or any prior versions of the Agreement as well as claims that may arise after the termination of this Agreement.

26.2 Informal Dispute Resolution. There might be instances when a Dispute arises between you and Rosetta Stone. If that occurs, Rosetta Stone is committed to working with you to reach a prompt, low-cost and mutually beneficial resolution. You and Rosetta Stone agree to participate in good faith informal efforts to resolve Disputes before starting an arbitration or initiating an action in small claims court ("Informal Dispute Resolution"). You and Rosetta Stone agree that as part of these efforts, either party has the option to ask the other to meet and confer telephonically ("Informal Dispute Resolution Conference"). If you are represented by counsel, your counsel may participate in the conference, but you must also personally participate.

To initiate Informal Dispute Resolution, a party must give notice in writing to the other party ("Notice"). Such Notice to Rosetta Stone should be sent by email to legalnotices@ixl.com or regular mail to our offices located at 777 Mariners Island Blvd #600, San Mateo, CA 94404 USA. The Notice must include: (1) your name, telephone number, mailing address, and e-mail address associated with your account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of the Dispute, including the specific relief sought. Rosetta Stone will send Notice, including a description of the Dispute, to your email address or regular address on file. It is your responsibility to ensure your email and regular address are correct and remain up to date. The Notice must be signed by the party initiating the Dispute (i.e., either you personally or a Rosetta Stone representative).

The Informal Dispute Resolution process lasts 45 days and is a mandatory precondition to commencing arbitration. During this period, either party has the option to ask the other to participate in an Information Dispute Resolution Conference as part of a good faith effort to resolve the Dispute. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms or organizations represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree.

The statute of limitations and any filing deadlines shall be tolled while the parties engage in Informal Dispute Resolution.

26.3. Waiver of Jury Trial. YOU AND ROSETTA STONE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Rosetta Stone are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled "Applicability of Arbitration Agreement" above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

26.4. Waiver of Class and Other Non-Individualized Relief. EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection 26.9 entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a final decision, not subject to any further appeal or recourse, determines that the limitations of this subsection, "Waiver of Class and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Rosetta Stone agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the court indicated in Section 25 above. The parties agree that any claims or requests for relief that are severed from an arbitration may not proceed in litigation and shall be stayed until all claims between the parties that remain in arbitration are finally resolved. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or Rosetta Stone from participating in a class-wide or mass settlement of claims.

26.5 Rules and Forum. The Agreement evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement, including the procedures governing Batch Arbitration, and any arbitration. If Informal Dispute Resolution does not resolve satisfactorily within forty-five (45) days after receipt of a Notice, or after the completion of the Informal Dispute Resolution Conference, if such Informal Dispute Resolution Conference was requested, whichever is later, you and Rosetta Stone agree that either party shall have the right to finally resolve the Dispute through binding arbitration.

The arbitration will be administered by JAMS under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as supplemented, where applicable, by the JAMS Mass Arbitration Procedures and

Guidelines (together with the JAMS Optional Expedited Arbitration Procedures, the "JAMS Rules") and except as provided herein. JAMS may be contacted at www.jamsadr.com.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "Demand"). The Demand must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration, and the account username (if applicable), as well as the email address associated with any applicable account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution process as described above; and (5) a statement certifying that the requesting party will pay any necessary filing fees in connection with such arbitration. Any Demand you send to Rosetta Stone should be sent by email to legalnotices@ixl.com or regular mail to our offices located at 777 Mariners Island Blvd #600, San Mateo, CA 94404 USA. Rosetta Stone will provide the Demand to your email address on file. It is your responsibility to keep your contact information up to date.

If the party requesting arbitration is represented by counsel, the Demand shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Demand. By signing the Demand, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that, consistent with the standards set forth in Federal Rule of Civil Procedure 11(b): (1) the Demand is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery ("Counsel's Certification").

Unless you and Rosetta Stone otherwise agree, or the Batch Arbitration process discussed in subsection 26.9 is triggered, the arbitration, including any in-person arbitration hearing, will be conducted in San Mateo County, California or in the county where you reside. Subject to the JAMS Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of arbitration. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any JAMS fees and costs will be solely as set forth in the applicable JAMS fee schedules (the "Fee Schedules").

You and Rosetta Stone agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

26.6 Arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from JAMS's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Demand, then JAMS will appoint the arbitrator in accordance with JAMS Rules, provided that if the Batch Arbitration process under subsection 26.9 is triggered, JAMS, without soliciting input or feedback from any party, will appoint the arbitrator for each batch, subject to your right to object to that appointment.

26.7 Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes regarding the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except that all Disputes regarding the subsection entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the subsection entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such subsection entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator. The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

26.8. Attorneys' Fees and Costs. Unless fee shifting is specifically authorized by law or by the JAMS Rules, the parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Demand was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). To the extent, following a presentation on the merits, on its own motion or a party's, and after affording a reasonable opportunity to respond, an arbitrator determines that a party who commenced arbitration did not bring its claim(s) consistent with Counsel's Certification and the standards set forth in Federal Rule of Civil Procedure 11(b), the parties agree that the arbitrator shall, as part of its award, impose sanctions by ordering that the initiating party reimburse the responding party for all arbitration filing and administrative fees and arbitrator costs the responding party incurred under the Fee Schedules.

26.9 Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Rosetta Stone agree that in the event that there are twenty-five (25) or more individual Demands of a substantially similar nature filed against Rosetta Stone by or with the assistance of the same law firm, group of law firms, or organizations, within a reasonably proximate period of time, for example, a ninety (90) day period, JAMS shall (1) administer the arbitration demands in batches of 100 Demands per batch (or, if between twenty-five (25) and ninety-nine (99) individual Demands are filed, a single batch of all those Demands, and, to the extent there are fewer than 100 Demands remaining after the batching described above, a final batch consisting of the remaining Demands); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch on a consolidated basis with one set of administrative fees due per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award, which will provide for any and all relief to which the arbitrator determines each individual party is entitled ("Batch Arbitration"). JAMS shall administer all batches concurrently, to the extent possible.

All parties agree that Demands are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issue(s) and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise JAMS, and JAMS shall appoint a sole standing Procedural Arbitrator or, should the circumstances so require, an Emergency Arbitrator, according to the JAMS Rules, to determine the applicability of the Batch Arbitration process (the Procedural Arbitrator or Emergency Arbitrator, the "Administrative Arbitrator"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Rosetta Stone.

You and Rosetta Stone agree to cooperate in good faith with JAMS to implement the Batch Arbitration process including the payment of single administrative fees for batches of Demands, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing or creating a class, collective, and/or representative arbitration or action of any kind, except as expressly set forth in this provision, and nothing about the Batch Arbitration process will preclude any party from participating in any arbitration administered according to that process.

26.10 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: legalnotices@ixl.com, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used to set up your Rosetta Stone account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. Any opt-out notice will be effective only if you send it yourself, on an individual basis, and opt out notices from any third-party purporting to act on your behalf will have no effect on your or Rosetta Stone's rights. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any arbitration agreements that you may currently have with us, including any previous versions of this Arbitration Agreement to which you agreed and did not timely opt out, which will remain in effect, and has no effect on any arbitration agreements with us you may enter in the future.

26.11. Invalidity, Expiration. Except as provided in the subsection entitled "Waiver of Class or Other

Non-Individualized Relief,” if any part or parts of this Arbitration Agreement (other than Section 26.9) are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed, and the remainder of the Arbitration Agreement shall continue in full force and effect. However, if Section 26.9 of this Arbitration Agreement is found under the law to be invalid or unenforceable then, in that case, the entire Arbitration Agreement shall be void, and the parties agree that all Disputes will be heard in the courts described in Section 25 above.

26.12 Modification. You and we agree that Rosetta Stone retains the right to modify this Arbitration Agreement in the future. Any such changes will be posted at <https://www.rosettastone.com/legal/agreements/> and you should check for updates regularly. Notwithstanding any provision in this Agreement to the contrary, we agree that if Rosetta Stone makes any future material change to this Arbitration Agreement, it will notify you. Your continued use of the Rosetta Stone Website and/or products or services - for example, not deleting your account; or accessing, browsing, or otherwise using the Website; or accepting products or services offered through the Website - following the posting of changes to this Arbitration Agreement, constitutes your acceptance of any such changes. If you have previously agreed to a version of this Agreement with an arbitration agreement and you did not validly opt out of arbitration then, changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of your previous agreement to arbitrate. Rosetta Stone will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of this Agreement.

27. Force Majeure

No failure or omission by either party to carry out or observe any of the terms and conditions of this License (other than payment obligations) shall give rise to any claim against such party or be deemed a breach of this License if such failure or omission arises from an act of God or any other force majeure, an act of any government, or any other cause beyond the reasonable control of the affected party.

28. 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 your interactions with any other users on the Rosetta Stone Properties and/or any content made available thereby. You hereby waive California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor or released party", and you waive any other similar provision of the laws of any other applicable jurisdiction.

29. Survival

The provisions of these Terms which expressly or by their nature should survive termination of these Terms shall survive such termination.

30. No Waiver

The failure of RSL to enforce any provisions of these Terms 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 Terms or to act with respect to similar breaches. Any waiver of any provision of the Terms will be effective only if in a writing signed by RSL.

31. Miscellaneous

You agree that no joint venture, partnership, employment, or agency relationship exists between you and RSL as a result of the Terms or your access to and use of the Rosetta Stone Properties. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms 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 Terms constitute the entire agreement between you and RSL with respect to your use of the Rosetta Stone Service and supersedes all prior or contemporaneous understandings regarding such subject matter. If any provision of the Terms 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 the Terms and right granted hereunder, in whole or in part, at any time with or without notice to you. You may not assign, delegate or otherwise transfer the Terms or assign, transfer or sublicense any of your rights under the Terms.

32. Translation

In the event of a dispute between the English and any translated version, the English version of this License shall prevail.

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