

Product Purchase Terms & Conditions

The following Purchase Terms and Conditions apply to your purchase of products of Rosetta Stone Ltd. and its affiliated companies (“Rosetta Stone”) (including CD-ROM/DVD, Digital Download, and/or Online products (“Product“)), directly from Rosetta Stone (UK) Limited, from the Rosetta Stone website. Please note that the terms vary depending on whether the product purchased is a CD-ROM/DVD or Digital Download, or an Online (online-only) Product offering.

Questions can be directed to Rosetta Stone (UK) Limited at 4th Floor, 85 Great Eastern Street, London EC2A 3HY, United Kingdom via phone at 0800 085 3492, live chat or email through the Contact Us link.

Rosetta Stone CD-ROM/DVD and Downloads - Terms applicable to CD-ROM and Download Product Purchases:

- **Contract Term** – Rosetta Stone CD-ROM/DVD and Download products afford you the ability to install and use the licensed software on your home computer. The Rosetta Course CD-ROM/DVD and Download license begins on the Purchase Date. Certain components of the Rosetta Stone CD-ROM/DVD and Download product require online access and are sold on a subscription basis for a specified term. Access to these online service features expire at the end of the specified subscription term and can be renewed for an additional subscription fee. Online service features must be activated within 6 months following your purchase date or are subject to forfeiture. Online service features are not available to children under 13. Your use of the CD-ROM/DVD or Download product is subject to the Rosetta Stone End User License Agreement(s) (“EULA”), and your access and use of the online service features are subject to the Rosetta Stone Terms of Use Agreement and Privacy Policy, available at www.rosettastone.co.uk/agreements.
- **Exchange and Returns** - Rosetta Course CD-ROM/DVD and Download product purchases are backed by Rosetta Stone's 30 day Return Policy. The Return Policy is limited to CD-ROM/DVD and Download product purchases made directly from Rosetta Stone and does not include return shipping. The Guarantee does not apply to any online subscriptions purchased separately from the CD-ROM or Download product or subscription renewals. For details on the CD-ROM/DVD and Download return policy, please click here: <http://www.rosettastone.co.uk/return>.
- **Terms of Payment**
 - **Single Payment Option** – If you elect to pay the purchase price in a single payment, the full purchase price will be charged to the payment method you select on the purchase acceptance page ("Order Page") on the date the order is placed ("Purchase Date").
 - **Payment Plan Option (applicable on CD-ROM/DVD and Download product purchases only)** – If you elect to pay via an available Payment Plan Option, the full payment price will be charged in the applicable number of installments. The first payment (plus any applicable shipping and tax on the total purchase price), will be charged to the payment account you selected on the Order Page on the Purchase Date. Thereafter, your account will be charged each month for the remaining number of payments of the plan you selected, with 0% APR and no interest charged from Rosetta Stone.

* Payment Plan Options are made available on select CD-ROM/DVD and Download purchases.

- **Acceleration of Payment** – You understand that Rosetta Stone may accelerate payments by making a demand of immediate payment of all installments payable under this purchase contract if you are in default on the performance of any of your obligations under this purchase contract, including your obligations to make monthly installment payments when due. If Rosetta Stone does elect to accelerate payments, you understand that you will be obligated to pay the sum of the unpaid portion of the original price of the product on the date purchased.
- **Rights After Default** – In the event of default and regardless of whether Rosetta Stone accelerates the maturity of the payment obligations as provided above, you agree that Rosetta Stone shall have the right to terminate your access to any of the online service features of your purchase provided through the product immediately, and require you to pay interest from that date calculated upon the amount legally owed by you under this purchase contract at an annual rate of interest which is the highest rate allowed by law. If you are in default of any payments you are additionally obliged, at Rosetta Stone's request, to return any sent components of the Rosetta Stone Product immediately.
- **Taxes, Surcharges and Fees** – Applicable shipping and applicable taxes will be added to and charged in your initial payment, based on the total value of the product you purchase.

Rosetta Stone Online – Terms applicable to Rosetta Stone Online-only Product Purchases:

- **Minimum Contract Term** – Each Rosetta Stone Online product purchase 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 Rosetta Stone Online for the full Initial Term, beginning from of your date of purchase on the Order Page. Your access and use of Rosetta Stone Online is subject to the Rosetta Stone Terms of Use Agreement, applicable EULA's and Privacy Policy, available at www.rosettastone.co.uk/agreements.
- **Automatic Renewal** – After your Initial Term, your purchase of Rosetta Stone Online products includes enrollment in the Automatic Renewal Service, allowing you to conveniently maintain your progress and access. By purchasing today or through a Payment Plan, you authorize Rosetta Stone to automatically charge your credit card account upon the expiration of the Initial Term, at the monthly payment amount equal to your 'Initial Monthly Charge' (defined below), plus applicable tax, on a monthly basis without any action by you, until you cancel the renewal service. Your 'Initial Monthly Charge' equals the total purchase price/total value (the prevailing MSRP excluding promotions or discounts) for your Initial Term, divided by the number of months in your Initial Term. You may cancel the automatic renewal feature at any time by contacting Customer Service at <http://success.rosettastone.com>. Notice of your intention to cancel renewals must be received by the 15th of the month to go into effect for the following month. Auto-renewals are not eligible for additional promotions or discounts.
- **Returns** – Rosetta Stone Online product purchases may be returned for a refund of the purchase price within thirty (30) days from the date of purchase. Thereafter, Rosetta Stone Online purchases are not eligible for exchanges, refunds or returns and you are responsible for payment of the full purchase balance. The exchange policy does not apply to subscription renewals. For details on the Rosetta Stone return policy, please click here: <http://www.rosettastone.co.uk/return>.

- **Terms of Payment**

- **Single Payment Option** – If you elect to 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 date the order is placed ("Purchase Date").
- **Payment Plan Option** – If you elect to pay via an available Payment Plan Option, the full payment price will be charged in the applicable number of installments. The first payment (plus any applicable shipping and tax on the total purchase price), will be charged to the payment account you selected on the Order Page on the Purchase Date. Thereafter, your account will be charged each month for the remaining number of payments of the plan you selected, with 0% APR and no interest charged from Rosetta Stone.

* Payment Plan Options are made available on select Online products.

- **Rights After Default** – In the event that you default your payment obligations as provided above, you agree that Rosetta Stone shall have the right to terminate your access to any of the online service features of your purchase provided through the product, and require you to pay interest from that date calculated upon the amount legally owed by you under this purchase contract at an annual rate of interest which is the highest rate allowed by law.
- **Taxes, Surcharges and Fees** – Applicable taxes for the Initial Term will be added to and charged in your initial payment, based on the total value of the applicable subscription term of the plan you purchase.

The terms of this agreement will be governed by the laws of England and Wales.

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