

Terms of Use

Overview

This page sets forth the terms and conditions (“Terms”) under which International Textile Group, Inc. and its affiliates, (the “Company”) authorizes you to use its Web site and the Web sites of its divisions (collectively, the “Web Site”). Please read this page carefully. If you do not accept the Terms stated here, please do not use the Web Site. By using the Web Site, you are indicating your acceptance to be bound by these Terms. The Company may revise these Terms at any time by updating this posting. You should visit this page periodically to review these Terms, because they are binding on you. The terms "you" and "user" as used herein refer to all individuals and entities accessing the Web Site for any reason.

Your Obligations

In consideration and as a condition of your use of the Web Site, you agree that, if you access portions of our Web Site where registration is required, you will: (a) provide true, accurate, current and complete information about yourself as requested as part of your registration or thereafter (the "Account Information"), (b) maintain and promptly update the Account Information to keep it true, accurate, current and complete, and (c) abide by these Terms. If you provide any information during the registration process that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and refuse any and all current and future use of the Web Site. Account Information and certain other information about you is subject to our Privacy Policy, which is incorporated into these Terms by this reference.

Use of Material

The Company authorizes you to view and download a single copy of the material we have posted on the Web Site solely for your personal, noncommercial use.

The contents of the Web Site, including, but not limited to, materials such as text, graphics, images, logos, button icons, software and other materials (collectively, the "Material"), are protected under both United States and foreign copyright, trademark and other laws. All Material is the property of the Company or its content suppliers or business partners. The compilation (meaning the collection, arrangement and assembly) of all content on the Web Site is the exclusive property of the Company and protected by U.S. and international copyright laws. Unauthorized use of the Material may violate copyright, trademark, and other laws. You must retain all copyright, trademark, service mark and other proprietary notices contained in the original Material on any copy you make of the Material. You may not sell or modify the Material or reproduce, display, publicly perform, distribute, or otherwise use the Material in any way for any public or commercial purpose. The use of the Material on any other Web site or in a networked computer environment for any purpose is prohibited.

You are not authorized to copy or adapt the HTML code that the Company creates to generate its pages. The HTML code also is protected by the Company’s copyright.

Prohibitions on Use - Generally

Users must be at least eighteen (18) years old. Users may not use the Web Site in order to transmit, distribute, store or destroy material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful.

Users are prohibited from violating or attempting to violate the security of the Web Site, including, without limitation, (a) accessing data not intended for such user or logging into a server or account which the user is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Web Site, overloading, "flooding", "spamming", "mailbombing" or "crashing", (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, or (e) forging any TCP/IP packet header or any part of the header information in any e-mail or posting (to the extent the Company allows posting of material from users).

Violations of system or network security may result in civil or criminal liability. The Company will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

Specific Prohibited Uses

The Web Site may be used only for lawful purposes by individuals seeking to learn more about the Company and the goods and services offered by the Company, and those seeking employment with, and career information about, the Company. The Company specifically prohibits any other use of the Web Site. In particular, all users agree not to use the Web Site in connection with any of the following:

- Using any device, software or routine to interfere or attempt to interfere with the proper working of the Web Site or any activity being conducted on this site.
- Taking any action, which imposes an unreasonable or disproportionately large load on the Web Site's infrastructure.
- If you have a password allowing access to a non-public area of this Web Site, disclosing to or sharing your password with any third parties or using your password for any unauthorized purpose.
- When seeking employment or employment information, submitting any incomplete, false or inaccurate biographical information.
- Deleting or revising any material submitted to the Company by any other person or entity.

- Notwithstanding anything to the contrary contained herein, using or attempting to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Web Site other than with generally available third party web browsers or with the tools provided by the Company on the Web Site.
- Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Web Site.

User Information

When you register to gain access to non-public portions of the Web Site, you will be asked to provide the Company with certain information including, without limitation, your name, address, a valid email address and other pertinent information. In addition to the terms and conditions that may be set forth in any privacy policy on this Web Site, you understand and agree that the Company may disclose to third parties, on an anonymous basis, certain aggregate data contained in your registration application. The Company will not disclose to any third party any specific information about you without your prior consent, except to the extent necessary or appropriate to comply with applicable laws or in legal proceedings where such information is relevant.

User Submissions

As a user, you are responsible for your own communications and are responsible for the consequences of their submission (or posting, should the Company create an exchange, bulletin board or other means by which users can communicate with one another over the Web Site). You must not, and by using this Web Site you agree not to, do any of the following:

- submit or post material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to submit it
- submit or post material that reveals trade secrets, unless you own them or have the permission of the owner
- submit or post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others
- submit or post material that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity (including the Company);
- submit or post a sexually-explicit image or statement;
- submit or post advertisements or solicitations of business;
- submit or post chain letters or pyramid schemes;
- impersonate another person; or
- submit or post material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

If the Web Site incorporates an exchange, a bulletin board or other means of allowing users to post material, the Company does not represent or guarantee the truthfulness, accuracy, or reliability of communications that may be posted by users or endorse any

opinions expressed by users. You acknowledge that any reliance on material posted by other users will be at your own risk.

By submitting any material to any public or non-public area of the Web Site, including any exchange, message board, forum or contest from time to time incorporated into the Web Site, you grant the Company and its affiliates the royalty-free, perpetual, irrevocable, non-exclusive right (including any moral rights) and license (with the right to sublicense) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content. You also warrant that the holder of any rights, including moral rights in such content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. Subject to the foregoing, the owner of such material placed on the Web Site retains any and all rights that may exist in such content.

Registration and Password

You are responsible for maintaining the confidentiality of your personal information and password. You shall be responsible for all uses of your registration, whether or not authorized by you. You agree to immediately notify the Company of any unauthorized use of your registration or password.

The Company's Liability

The Web Site and Material contained on it may contain inaccuracies or typographical errors. The Company makes no representations about the accuracy, reliability, completeness, or timeliness of the Web Site or the Material. The use of the Web Site and the Material is at your own risk. The Company reserves the right in its sole discretion to make changes to the Web Site at any time.

You acknowledge and agree that you are solely responsible for the form, content and accuracy of any resume or material contained therein that you submit to the Company using the Web Site. The Company's acceptance of your resume does not constitute an offer of employment and the Company is not responsible for any employment decisions you may make.

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IN NO EVENT SHALL THE COMPANY OR ANY THIRD PARTY REFERENCED ON THE WEB SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEB SITE AND THE MATERIAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Limitation of Liability

The aggregate liability for the Company to you for all claims arising from the use of the Materials is limited to \$100.

Links to Other Sites

From time to time, the Web Site may contain links to third party web sites. Any such links are provided solely as a convenience to you and not as an endorsement by the Company of the contents on such third-party Web sites. The Company is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party Web sites. If you decide to access linked third party Web sites, you do so at your own risk. Your use of such sites are subject to any terms of use which may be imposed on users of such sites by the owners of such sites. All copyrights, trademarks and other intellectual property rights related to such linked sites belong to the owners of such intellectual property rights, as may be indicated on the linked site, and, unless otherwise indicated on such site, the Company makes no claim of ownership with respect to such intellectual property rights.

No Resale or Unauthorized Commercial Use

You agree not to resell or assign your rights or obligations under these Terms. You also agree not to make any unauthorized commercial use of the Web Site.

Termination

The Company reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to termination of your registration with or ability to access the Web Site and any other service provided to you by the Company, upon any breach by

you of these Terms or if the Company is unable to verify or authenticate any information you submit to the Web Site when registering.

Indemnity

You agree to defend, indemnify, and hold harmless the Company, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable attorneys' fees, arising from or related to your use of the Material or your breach of these Terms. The Company shall provide notice to you promptly of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding.

General

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Additional Terms of Use

Certain areas of this Web Site may be subject to additional terms of use. By using such areas, or any part thereof, you agree to be bound by the additional terms of use applicable to such areas.