

## COTTON INCORPORATED WEB SITE TERMS AND CONDITIONS

The Web sites (collectively, the "Cotton Web Sites," each, a "Site") operated by Cotton Incorporated or its affiliates or subsidiaries (collectively, "COTTON") are offered to you conditioned on your acceptance, without modification, of the terms, conditions, and notices contained in these Terms and Conditions. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY COTTON WEB SITE. By accessing or using a Cotton Web Site, you agree to be bound to these Terms and Conditions. If you do not agree to these Terms and Conditions, you may not use any Cotton Web Site.

In addition, when using a particular Cotton Web Site, or when using particular features or services on any Cotton Web Site (e.g., sweepstakes or chat areas), your use will be subject to any posted guidelines and rules applicable to such sites, features and services (collectively, "Additional Terms"), all of which are incorporated herein by reference. In the event that these Terms and Conditions conflict with the Additional Terms, then these Terms and Conditions shall control.

### MODIFICATION OF THESE TERMS AND CONDITIONS.

COTTON reserves the right to change these Terms and Conditions from time to time, and at any time, with or without notice to you, by posting such changes on the Site. You are responsible for regularly reviewing these Terms and Conditions. By using the Site following any modifications to these Terms and Conditions, you agree to be bound by any such modifications to these Terms and Conditions.

### USE OF SITE; PERSONAL AND NON-COMMERCIAL USE LIMITATION.

The Cotton Web Sites are for your personal and noncommercial use only. Other than as expressly permitted in the next paragraph, you may not copy, reproduce, distribute, transmit, display, perform, publish, license, modify, translate, adapt, create derivative works from, transfer, sell or otherwise exploit the Site or any content, information, software, products or services obtained from the Cotton Web Sites, without the prior written permission of COTTON.

You may display and, subject to any expressly stated restrictions or limitations relating to specific material, electronically copy, download onto a single personal computer and print single hard copy portions of the material from the Site solely for your own internal, noncommercial, lawful use, including when you place an order with COTTON to purchase COTTON products. If you make other use of the Site, except as otherwise provided above, you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use.

Harassment in any manner or form on any of the Cotton Web Sites, including via e-mail, chat or by obscene or abusive language, is strictly forbidden. Impersonation of, or misrepresentation of your affiliation with, others, including a COTTON employee, host, or representative or other member or visitor on the Site, is prohibited. You may not upload to, distribute, or otherwise publish through the Site any content which is libelous, defamatory, fraudulent, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or which may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law. You may not upload commercial content on the Site or use the Site to solicit others to join or become members of any other commercial online service or other organization. You may not upload, post or transmit to, distribute or otherwise publish through the Site any materials that restrict or inhibit any other user from using and enjoying the Site, constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability, or contain a virus or other harmful component, advertising of any kind, or false or misleading indications of origin or statements of fact.

You also will not: (a) engage in harvesting of e-mail addresses or other personal information, unsolicited e-mailing, telephone calls or mailings, spoofing, flooding, overloading, spidering, "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of Users or other information; (b) send chain letters or pyramid schemes via the Site; (c) decompile, disassemble or reverse engineer the Site or any portion thereof or (d) attempt to gain unauthorized access to the Site, any portion thereof or any other computer systems through the Site. You agree that you will not use the Site in any manner that could

damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

#### INTELLECTUAL PROPERTY

COTTON owns, solely and exclusively, all rights, title and interest in and to the Site, all the text, content, graphics, interfaces, code and materials thereon, the look and feel, selection and arrangement, design and organization of the Site, and the compilation of the content, code, data and materials on the Site, including but not limited to all intellectual property and proprietary rights therein. Your use of the Site does not grant to you ownership of any of the foregoing. The Site is copyrighted as a collective work under the United States and other copyright laws, and is the property of COTTON. The collective work includes works that are licensed to COTTON. Copyright 2000- 2002. ALL RIGHTS RESERVED. All trademarks, service marks, and trade names (collectively the "Marks") are trademarks or registered trademarks of, and are proprietary to, Cotton Incorporated, or other respective owners that have granted COTTON the right and license to use such Marks. We do not grant any license or other authorization to use any such Marks.

#### NOTICES AND PROCEDURES FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.

Pursuant to Title 17, United States Code, Section 512, notifications of claimed copyright infringement should be sent to the Site's designated agent, John Morgans, at 6399 Weston Parkway, Cary, NC 27513.

COTTON respects the intellectual property of others, and we ask our users and visitors to do the same. COTTON will process and investigate notices of alleged infringement, and will take appropriate actions in accordance with the applicable intellectual property laws.

#### E-COMMERCE

##### Product and Service Availability; Orders

Prices and availability of the products and services listed on the Site are subject to change without notice. The listing, description of or reference to a product or service on the Site does not imply that the product or service is presently available, does not constitute an offer to sell or supply that product or service and does not mean that the product or service is available in all countries. Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept or decline your order for any reason. We reserve the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any product or service.

Not all products and services listed on the Site may be available for sale or delivery in every area. All orders of products or services are subject to prevailing law, including, as appropriate, export and import regulations and boycotting restrictions, if any, imposed by governing bodies having jurisdiction over such orders, products or services.

##### Backorders (out of stock items)

Backordered merchandise includes items that are not currently in stock. In most cases, these items are on order from our manufacturing facilities or suppliers. In some cases, we are researching or waiting for stock information from one or more of our suppliers. COTTON will make every effort to get the item(s) back in stock as soon as possible. If we haven't been able to locate and ship the item(s) to you, an order status email will be sent to you. If for any reason we determine that a backordered item is no longer available, we will cancel the item from your order and notify you via email.

#### Returns

With the exception of materials which are damaged or defective when received, all merchandise is non-returnable. In the case of damaged or defective materials, Cotton Incorporated should be notified immediately and we will promptly send a replacement, after you have returned the damaged or defective product. You will not be charged any additional shipping or handling fees for replacement of damaged or defective shipments.

#### Payment

You are responsible for any payments due for any products or services ordered through your account. If payment is not received by us from your credit issuer or its agents, you agree to pay all amounts due to us. You shall also be responsible for any costs of collection of overdue payment.

#### Age Requirement for Placing Orders

You must be 18 years old or older to place orders of products or services via the Site.

#### TYPOGRAPHICAL ERRORS.

In the event a COTTON product or service is listed at an incorrect price due to typographical error, error in pricing information received from our suppliers or any other reason, COTTON shall have the right to refuse or cancel any orders placed for any product or service listed at the incorrect price, whether or not the order has been confirmed and your credit card charged.

#### MODIFICATIONS OR TERMINATION OF THE SITE.

We reserve the right, for any reason, in our sole discretion, to terminate, change, suspend or discontinue any aspect of the Site, including, but not limited to, content, services, features or hours of availability. We may also impose limits on certain features of the Site or restrict your access to part or all of the Site without notice or penalty.

#### USER PARTICIPATION.

COTTON does not and cannot review all communications and materials posted to or created by users accessing the Site and is not in any manner responsible for the content of these communications and materials. As a result, you may be exposed to content on the Site that you find offensive or objectionable. Your use of the Site is at your own risk. Opinions posted on public areas of the Site and elsewhere by users are not the opinions of COTTON. You acknowledge that by providing you with the ability to view and distribute user-generated content on the Site, COTTON is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any content or activities on the Site. However, COTTON reserves the right to monitor all portions of the Site, and to block or remove communications or materials that it determines to be (a) abusive, defamatory, offensive or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or other intellectual property or other right, (d) in violation of any law or regulation, or (e) otherwise unacceptable to COTTON at its sole discretion.

#### PRIVACY POLICY.

In the course of your use of the Site, we may obtain certain personally identifiable information about you. Note that any such personally identifiable information will be treated by COTTON in accordance with COTTON's Privacy Policy, which is hereby incorporated into these Terms and Conditions by reference for all purposes.

#### USER SUBMISSIONS.

Unless specifically requested, we do not solicit nor do we wish to receive any confidential or secret information or other material from you through the Site, by e-mail or in any other way. Except for any personally identifiable information we may collect from you under the guidelines established in our Privacy Policy, any material, ideas, information or other communication you transmit, upload or post to or through this Site ("Communications") will be considered non-confidential and non-proprietary. You acknowledge and agree that you are solely responsible for the accuracy and content of your Communications. COTTON will have no obligations with respect to the Communications. By submitting or sending Communications to us: (i) you represent and warrant that the Communications are original to you, that no other party has any

rights thereto, that any “moral rights” in such Communications have been waived and that such Communications, and our uses thereof, do not violate, misappropriate or infringe any third party right or law; and (ii) you grant us and our designees a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to copy, reproduce, disclose, distribute, transmit, display, publish, perform, modify, translate, adapt, make derivative works from, incorporate and otherwise use and exploit the Communications (in whole or part), including all data, images, creative works, sounds, text, and other things embodied therein, for any and all commercial or noncommercial purposes. We cannot be responsible for maintaining any Communications that you provide to us, and we may delete or destroy any such Communications at any time. We are not responsible for the content or text of, or any typos, misspellings, grammar or other errors in, your Communications.

#### USER CHAT ROOMS.

COTTON may, but is not obligated to, monitor or review any areas on the Site where users transmit or post Communications or communicate with each other, including but not limited to chat rooms, bulletin boards or other user forums, and the content of any such Communications. COTTON, however, will have no liability related to the content of any such Communications, whether or not arising under the laws of copyright, trademarks, libel, privacy, obscenity or otherwise. NOTE THAT THERE ARE RISKS, INCLUDING BUT NOT LIMITED TO THE RISK OF PHYSICAL HARM, OF DEALING WITH STRANGERS, UNDERAGE PERSONS OR PEOPLE ACTING UNDER FALSE PRETENSES. YOU ASSUME ALL RISKS ASSOCIATED WITH DEALING WITH OTHER USERS WITH WHOM YOU COME IN CONTACT THROUGH THE SITE. BECAUSE USER AUTHENTICATION ON THE INTERNET IS DIFFICULT, COTTON CANNOT AND DOES NOT CONFIRM THAT EACH USER IS WHO THEY CLAIM TO BE. BECAUSE WE DO NOT AND CANNOT BE INVOLVED IN USER -TO-USER DEALINGS OR CONTROL THE BEHAVIOR OF USERS, IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU RELEASE COTTON FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL, DIRECT AND INDIRECT) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

#### THIRD-PARTY LINKS.

In an attempt to provide increased value to our visitors, this Site may contain links to other sites on the Internet that are owned and operated by third party vendors and other third parties (the “External Sites”). COTTON has no control over these linked sites, which may have separate privacy and data collection practices, independent of COTTON. COTTON has no responsibility or liability for or with respect to the accuracy or availability of information provided by External Sites or the independent policies or actions on or of the External Sites, and COTTON is not responsible for the privacy practices or for the content of External Sites. Links to External Sites are only for your convenience and you access them at your own risk. Links do not imply that COTTON sponsors, endorses or is affiliated or associated with External Sites or the content, products, advertising or other materials presented on such External Sites, or that COTTON has been legally authorized to use any trademark, trade name, service mark, design, logo, symbol or other copyrighted materials displayed on or accessible through the External Sites. You acknowledge and agree that COTTON is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on any External Site. Nonetheless, COTTON seeks to protect the integrity of its Site and the links placed upon it and therefore requests any feedback regarding not only its own Site, but regarding sites it links to as well (including if a specific link does not work). However, you should contact the site administrator or Webmaster for the External Sites if you have any concerns regarding such External Sites or the content located on such External Sites.

#### YOUR ACCOUNT AND PASSWORD.

We may issue you, or enable you to establish, a username and password for the Site. If so, you are responsible for maintaining the strict confidentiality of your account password, and you are responsible for any activity under your account and password. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. It is your sole responsibility to control the dissemination and use of your password, control access to and use of your account, and notify COTTON when you desire to cancel

your account on the Site. We will not be responsible or liable for any loss or damage arising from your failure to comply with this provision.

#### CHILDREN.

COTTON does not filter advertisements or other content that children may view through our Site. We encourage parents and guardians to spend time online with their children and to consider using software that filters Internet content that is not appropriate for children.

#### DISCLAIMER.

THIS SITE, INCLUDING, WITHOUT LIMITATION, THE MATERIALS, INFORMATION, CONTENT, FUNCTIONS, SERVICES, PRODUCTS, TEXT, GRAPHICS, AND LINKS THEREON, ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COTTON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. COTTON DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COTTON DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS IN THIS SITE OR WITH RESPECT TO THEIR COMPLETENESS, CORRECTNESS, ACCURACY, AVAILABILITY, ADEQUACY, USEFULNESS, TIMELINESS, SECURITY, RELIABILITY OR OTHERWISE. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE SHALL CREATE ANY OBLIGATION ON, OR WARRANTY BY, US NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

YOU SHOULD NOT RELY ON THE SITE TO MAINTAIN ANY DATA OR INFORMATION YOU SUBMIT; YOU SHOULD RETAIN ALL SUCH DATA AND INFORMATION IN YOUR OWN RECORDS FOR USE IN THE EVENT THAT THE SITE FAILS OR IS UNAVAILABLE, OR THE DATA OR INFORMATION IS LOST.

#### LIMITATION OF LIABILITY.

IN NO EVENT SHALL COTTON OR ANY OF ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, SHAREHOLDERS, EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS (COLLECTIVELY, THE "PROTECTED ENTITIES"), BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF COTTON HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE SITE OR THE INFORMATION, SERVICES, PRODUCTS, AND MATERIALS AVAILABLE FROM THE SITE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON WARRANTIES, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE PROTECTED ENTITIES BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE SITE. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) IN THE AGGREGATE,

ARISING FROM THESE TERMS AND CONDITIONS OR YOUR USE OF THE SITE, EXCEED, IN THE AGGREGATE, \$10.00.

#### INDEMNIFICATION.

You agree to indemnify, defend, and hold harmless the Protected Entities from and against all claims, liabilities, losses, expenses, damages and costs, including reasonable attorneys' fees, resulting in any way from your use of the Site, your Communications, your placement or transmission of any message, content, information or other materials on or through the Site, your breach or violation of the law, any third party right or of these Terms and Conditions or any activity related to your Site account (including negligent or wrongful conduct), by you or any other person accessing the Site using your Site account.

#### APPLICABLE LAWS.

These Terms and Conditions and the relationship between you and COTTON shall be governed in all respects by the laws of the state of North Carolina, U.S.A., without regard to conflicts of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that the exclusive jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this Site or these Terms and Conditions (including but not limited to the purchase of COTTON products) shall be in the state or federal courts located in Wake County, North Carolina, and you agree to submit to the personal and exclusive jurisdiction of such courts. You agree that regardless of any statute or law to the contrary, any cause of action or claim you may have with respect to the Site or these Terms and Conditions must be commenced within one (1) year after the claim or cause of action arises or be forever barred.

COTTON's failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the intentions as reflected in the provision, and the other provisions of these Terms and Conditions remain in full force and effect. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms and Conditions. COTTON may assign its rights and duties under this Agreement to any party at any time without notice to you.

We control and operate this Site from our offices in the United States of America. The Site may not be available to individuals or companies outside of the United States. COTTON makes no representation that materials on the Site are appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited. Those who choose to access this Site from locations outside North Carolina do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the materials in violation of U.S. or any other jurisdiction's export, re-export or import laws and regulations.

#### ARBITRATION.

By using this Site, you agree that COTTON, at its sole discretion, may require you to submit any disputes arising from the use of this Site, or these Terms and Conditions, including disputes arising from or concerning their interpretation, violation, nullity, invalidity, non-performance or termination, as well as disputes about filling gaps in these Terms and Conditions or its adaptation to newly arisen circumstances, to final and binding arbitration under the International Rules of Arbitration of the American Arbitration Association, by one or more arbitrators appointed in accordance with the said Rules. Notwithstanding these rules, however, such proceeding shall take place in Wake County, North Carolina and shall be governed by the laws of the state as set forth in the Applicable Laws section of these Terms and Conditions. Further, the arbitrator(s) shall have no authority to award punitive, consequential or other damages not measured by the prevailing party's actual damages in any arbitration initiated under this section, except as may be required by applicable law.