

RUGMARK USA
FACES OF FREEDOM
EXHIBITION TERMS OF USE

By requesting and using the photograph collection or the *Faces of Freedom* Toolkit containing scans for reproduction, you agree to the following terms and conditions (the "Agreement"). RugMark may, at our sole discretion, revise these terms and will communicate revisions in writing to *Faces of Freedom* borrowers.

1. United States and International Copyright laws protect all intellectual property included in the *Faces of Freedom* photo collection and Toolkit. All copyright, trademark, and other proprietary rights in the text, graphics, design elements, services, audio, video, and all other materials originated or used by RugMark are reserved to the exclusive use of RugMark or its designated partners.
2. RugMark provides *Faces of Freedom* images and collateral materials for information purposes only and except as otherwise specifically provided herein, all photographs remain the property of photographer and are under license to RugMark. Photos may be used solely for the purpose of promoting *Faces of Freedom* or RugMark and its GoodWeave™ campaign. Any additional use requires the prior written consent of RugMark, and all rights therein are reserved to the photographer and RugMark.
3. Many requested uses are permitted by this policy, but if your intended use of the contents are NOT expressly permitted herein, you may not: reproduce, upload, post, transmit, download or distribute any content, "mirror" or include this information on your own website or in your own documents; or modify or reuse the text or graphics provided by RugMark without the written permission of RugMark.
4. You may not modify any of the photographs or any material provided in the *Faces of Freedom* Toolkit. You may not modify the *Faces of Freedom* website, nor may you use any GoodWeave material in any manner that infringes upon the rights of any person or entity, whether related to RugMark or GoodWeave or not.
5. You may: print copies of the photos provided on the media storage device to minimum specification set forth in the attached Printing Specifications document on the media storage device for use in your showroom or during special events.
6. You may: post the images provided to your own website to educate consumers on the issues of child labor and the GoodWeave solution. A link to the GoodWeave (www.GoodWeave.org) or *Faces of Freedom* (<http://facesoffreedom.goodweave.org>) website must be included.
7. The photographs may not be sold or used for any commercial purpose. If you desire to host a fundraiser for RugMark, the photographer has provided a limited quantity of signed prints available for sale. Contributors may purchase prints for approximately \$2,500 with proceeds going to RugMark. Please contact facesoffreedom@goodweave.org for size specifications and available photo options.

8. You shall credit the *Faces of Freedom* photographer, U. Roberto Romano, any time a photo is used in association with *Faces of Freedom*. Use of photos is limited to purposes set forth in this agreement. A biography is provided on the *Faces of Freedom* website. In print, credit as ©Romano. This agreement incorporates by reference Article 2 of the Uniform Commercial Code and the Copyright Law of 1976, as amended.
9. The *Faces of Freedom* tour will commence in September 2008. Images provided may be used on GoodWeave member company or partner websites and in collateral materials beyond that point to promote GoodWeave affiliation.
10. Use of these materials and terms of use shall be governed by and interpreted in accordance with the laws of the District of Columbia, USA, excluding its conflicts of law principles.
11. Any questions regarding the *Faces of Freedom* tour should be directed to facesoffreedom@GoodWeave.org. Terms of use questions should be directed to Cyndi Janetzko at Cyndi@GoodWeave.org.

Use of Faces of Freedom Printed Photo Collection

RugMark maintains a set of mounted *Faces of Freedom* images available for use by partners on a first reserved basis. Use of the photos is free; however borrowers agree to pay a security deposit to borrow images from RugMark (explained below). The borrowing partner will be responsible for all direct costs including packing, crating, shipping, insurance, and any possible courier costs. The following terms apply:

1. Borrower must clearly state which images they would like to receive on the *Faces of Freedom* Image Order Form. RugMark will confirm image selection with hosts before preparing the collection for pick up and delivery. All images shipped and returned will represent those agreed on the final *Faces of Freedom* Image Order Form.
2. Borrower must pay all costs associated with shipping images from and to RugMark Foundation USA's office in Washington DC or a location in the U.S. designated by RugMark. Shipping costs are estimated to run from \$60 (ground shipping for 5 days) per crate set of 10 images to \$750 (overnight shipping) via FedEx. Shipping options and details are provided in the attached Shipping & Handling guidelines.
3. Before RugMark can ship the requested photographs, a deposit must be received. Please make checks payable to RugMark USA. Borrowers may also provide a credit card number, which will not be charged unless damage results. Checks and credit card numbers will be destroyed once the images have been returned securely to RugMark. The deposit amount is calculated as follows:
 - i. 1-5 images requested = \$375 deposit
 - ii. 6-10 images requested = \$750
 - iii. 11-15 images requested = \$1,125
 - iv. 15+ images requested = \$1,500
4. Borrower agrees to schedule and facilitate all aspects of pick-up and delivery of images from RugMark office.

5. Borrower may use the photos for a maximum period of four weeks unless otherwise agreed upon in writing. The four week period includes shipping time. Borrower must ensure that photos reach RugMark within the agreed upon time frame. If the shipment fails to return according to the agreed upon time it will result in forfeiture of borrower's deposit.
6. Borrower must pay for the replacement of any photos damaged during transit, packing or installation. Damage includes puncturing of mounting material, tearing or scratching of image, damage to brace or frame, or any other damage that renders the image unfit for display. The cost of replacement for each image is \$375 and \$570 for each crate.

To prevent damages please read the attached Shipping & Handling, Advice for Protection and Damage Control Guidelines. Please distribute the document to those individuals that will manage the *Faces of Freedom* photographs.

Digital Copies of *Faces of Freedom* Images

RugMark holds a library of hi-resolution, exhibition quality *Faces of Freedom* scans (300meg at 300dpi), which are available by request for printing. Use of the photos is free; however borrowers agree to comply with the Exhibition Terms of Use listed above. The Borrower will be responsible for all direct costs including printing, mounting, damage, insurance, etc. Borrower must clearly state which images they would like to receive on the Faces of Freedom Image Order Form.

These Terms and Conditions are accepted by:

User/Borrower

Date

Please send, or scan/email, or fax this Agreement in its entirety to RugMark USA, 2001 S Street, Suite 430, Washington, DC 20009, facesoffreedom@goodweave.org, or 202-347-4885.