

# ***Tailored Brands User Generated Content Use Agreement***

*Effective Date: March 2023*

## ***INTRODUCTION***

*If you've captured a great photo or video containing one of our products or services, or if you've #/@ mentioning one of our brands, we may send you a message asking if we can share your content with others. If you reply or in-caption #YES to one of our brands (#YesToJAB, #YesToMO, #YesToKG, or #YesToMW), you are consenting to the following:*

## ***AGREEMENT***

*We, Tailored Brands Inc., are the parent Company of popular clothing brands including The Men's Wearhouse, Jos. A. Bank, Moores, and K&G Fashion Superstore.*

*This User Generated Content Use Agreement (this "Agreement") is entered into by and between the individual (the "User") who uploads or otherwise submits, through social media tags or otherwise, words, images, video, or any other content (the "Content") and Tailored Brands and each of its brands, subsidiaries, affiliates, third-party service providers, and its retail partners (collectively, "Tailored Brands," "we," "our," or "us").*

*By providing Content to Tailored Brands, the User understands and agrees that, on their own behalf and on behalf of each person named, described, or depicted in the Content, the User licenses Tailored Brands to make any commercial or other use of the User's Identity, and the Identity of each person named, described, or depicted in the Content, in any medium (where "Identity" means, at least, each person's name, likeness, or other identifiable characteristics) however submitted in or with the Content. Tailored Brands may use, display, reproduce, distribute, transmit, create derivative works from, combine with other materials, alter and/or edit the Content in any manner in their sole discretion, with no obligation to you whatsoever and Tailored Brands becomes the owner of the copyright of any additions, edits, or improvements made to the altered Content. As part of this license, the User waives, on behalf of each person whose Identity is in anyway used in the Content, any right to inspect or approve the manner in which the Content is used and all claims for compensation or damages arising from Tailored Brands' use of any Identity in the Content. Further, this license is worldwide, perpetual, irrevocable, royalty-free, fully paid, non-exclusive, and a transferable right to use the Content in any manner to be determined in the Tailored Brands' sole discretion, including but not limited to on its webpages, social media pages operated by the Tailored Brands,*

*promotional emails and advertisements, and in other marketing, promotional and advertising initiatives, in any media now or hereafter known.*

*The User agrees to and confirms each of the following: the User is legally capable of entering into this Agreement; the User has all necessary legal authority to enter into this Agreement, including, without limitation, the appropriate authority to grant the above license to Tailored Brands on behalf of each person whose Identity is used in the Content; the User owns all rights in and to the Content, or, if the Content is subject to third party proprietary rights, including, for example, material protected by copyright, trademark, patent or trade secret law or other proprietary rights laws, the User has all necessary licenses, rights, consents, and permissions to publish the Content submitted and to grant the rights granted herein; that each adult in the Content expressly agreed to permit Tailored Brands to make any commercial use of his or her Identity in any medium and authorized the User to enter into this agreement on his or her behalf; for each minor or other person lacking the capacity to enter a legal contract who is depicted in the Content, a parent or other legal guardian expressly agreed to permit Tailored Brands to make any commercial use of that minor or other person's Identity in any medium and authorized the User to enter into this agreement on his or her behalf; and that the Content is not libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive and Tailored Brands' use of the Content as described herein will not violate any other law.*

*You, the User, hereby release, discharge, and agree to hold Tailored Brands, and any person acting on our behalf, harmless from any liability related in any way to our use of the Content. Further, where allowed by law, you agree to defend us against any claim, demand, suit, or proceeding (the "Claim") made or brought against us by a third party alleging that the Content infringes or misappropriates any third party's intellectual property rights or violates any other law, and to indemnify us from any damages, attorney's fees, or associated costs awarded against us as a result of any Claim against us, provided that we (a) promptly give you written notice of the Claim against us, (b) give you sole control of the defense and settlement of the Claim, and (c) give you all reasonable assistance, at your expense.*

*Concerning the protection of the Content you provide and your online activities, the [Tailored Brands Privacy Policy](#) applies.*

*The User understands that Tailored Brands may decline to publish the Content or may remove the Content from publication at any time, for any reason, and at its sole discretion. If you wish to revoke your consent for the future use of the Content, you are required to contact us, Tailored Brands, via one of the methods outlined in our Privacy Policy to request their removal.*

## ***COPYRIGHT POLICY***

*If you believe that your work has been copied in a way that constitutes copyright infringement, you may provide us with written notification of your claim in accordance with the requirements of the U.S. Digital Millennium Copyright Act of 1998 (“DMCA”) summarized below.*

*If you believe that any Content infringes a copyright, please send a written notification of copyright infringement by regular mail (not e-mail) to the following “Designated Agent” for purposes of receiving notice under the DMCA:*

*Tailored Brands*

*Attn: Legal*

*6380 Rogerdale Rd*

*Houston, Texas 77072*

*To be effective, the written notification must include the following:*

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;*
- Identification of the copyrighted work claimed to have been infringed;*
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit Tailored Brands to locate the material, including identification of the alleged infringing brand (Men’s Wearhouse, Jos. A. Bank, Moores, or K&G Fashion Superstore);*
- Information reasonably sufficient to permit Tailored Brands to contact the complaining party, such as an address, telephone number and if available an electronic mail address at which the complaining party may be contacted;*
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and*
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.*

*Once proper infringement notification is received by the Designated Agent, it is Tailored Brands’ policy to: (a) remove or disable access to the infringing material; (b) notify the provider of the material or user that it has removed or disabled access to such material; and (c) terminate repeat infringers’ access to submit Content.*

*A person who receives a notification of alleged copyright infringement, and believes that the claim is erroneous, may submit a counter notification to Tailored Brands' Designated Agent within thirty (30) days of the date the material was removed from the site. To be effective, a counter notification must be a written communication that includes substantially the following:*

- A physical or electronic signature of the person submitting the counter notification;*
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;*
- A statement under penalty of perjury that the person submitting the counter notification has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and*
- The name, address and telephone number of the person submitting the counter notification and a statement that such person consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if such person's address is outside of the United States, for any judicial district in which Tailored Brands may be found, and that such person shall accept service of process from the person who provided the infringement notification or from their agent.*

*Upon receipt of a counter notification, containing the information as outlined above, Tailored Brands shall promptly provide the complaining party with a copy of such counter notification and shall inform the complaining party that it will replace the removed material or cease disabling access to it. Tailored Brands shall replace the removed material or cease disabling access to the material within ten (10) to fourteen (14) business days following receipt of the counter notification, provided Tailored Brands' Designated Agent has not received notice from the complaining party that an action has been filed seeking a court order to restrain the alleged infringer from engaging in infringing activity.*

*Last Revised: March 13, 2023*