

CAREER MOBILE MESSAGING TERMS AND CONDITIONS

This Career Mobile Messaging Terms and Conditions is being provided by Tailored Brands, Inc., the parent company of popular clothing brands such as The Men's Wearhouse, Jos. A. Bank, K & G Fashion Superstore, and Moores. For employment-related purposes, all applicants, employees, and relevant contractors of these brands and other subsidiaries of Tailored Brands, Inc. ("Tailored Brands", "we" or "us") are in scope of this Terms and Conditions. Tailored Brands may use mobile messaging, including Short Message Service (SMS) and Multimedia Message Services (MMS), collectively referred to as "messages" or "messaging," to communicate with you for career recruiting purposes.

The following Mobile Messaging Terms and Conditions (the "Terms") govern your use or participation in any of the Tailored Brands texting program features (collectively, the "Services"), as described below. **Your use of the Services constitutes your agreement to these Terms.** Except where prohibited by applicable law, we may modify or cancel the Services or any of their features without notice. To the extent permitted by applicable law, we may also modify these Terms at any time and your continued use of the Services following the effective date of any such changes shall constitute your acceptance of such changes.

General Terms

The following apply to any programs or features offered through the Services.

- You must be at least 18 years of age or the age of majority in your jurisdiction of residence to participate in any of the Services and to agree to these Terms. Alternatively, you must (1) be the primary user of the phone number you provide and, (2) have obtained the consent of the owner of the phone service plan under which your device operates before subscribing to these Services and agreeing to these Terms.
- You agree to receive these Terms electronically, and further, to enter this agreement, consent, and signature process electronically.
- You agree that the process of obtaining your consent to receive messages from Tailored Brands demonstrates **your intent to provide any necessary electronic signatures required by provincial, state or federal law.**
- All Services require a text-enabled device and your consent to receive messages at the number you provide to us.
- By using the Services, you authorize Tailored Brands to deliver messages to you **through use of an automated telephone dialing system.**
- By requesting contact from Tailored Brands, you agree that you have provided us the necessary authorization and consent to call or text you even if you are on a state or the federal Do Not Call registry at the time of your request to join.

- The Services are provided as a free service of Tailored Brands; however, **Message and Data Rates may apply from your wireless (cellular) service provider** depending on your cellular subscription agreement. You are responsible for all applicable costs and taxes. Consult your wireless (cellular) service provider regarding their pricing plans.
- Our collection, use and other processing of your personal information is governed by our [Workforce Privacy Policy](#). Furthermore, for purposes of clarity, when you opt-in to or use a specific texting program, your phone number will not be used to opt you into any additional Services, unless we receive consent from you to do so. The same is true for discontinuing your involvement in any Services—you must follow the stop instructions for each Service individually as we will not honor one stop or discontinuance request across multiple Services.
- You may unsubscribe from a texting program at any time by following the directives in the description. **All texting programs will continue unless and until you unsubscribe or opt-out.** After opting out, you may resubscribe at any time by following the texting program subscription directives noted below.
- All messages sent to or from our Services are recorded and retained. By participating in any of our Services, **you consent to these messages being recorded and** have no claims for illegal wiretapping or the like. Any messages you send become our property.
- We may change any short code or telephone number we use to operate the Services at any time and will notify you of these changes, if necessary. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages.
- You agree to provide us with a valid phone number for use of the Services. If you get a new phone number, you agree to notify us and update your account, as applicable, to reflect any changes. If desired, you will also need to sign up for the Services with your new number to continue participating in the Service(s).
- In general, mobile messaging is not a secure mode of communication, so personal information of a sensitive nature should not be provided via mobile messaging. In accordance with our policy, we will not ask you to send certain personal information, such as passwords or credit card information, via mobile message.
- You may receive messages containing links to web pages or forms. While we would never intentionally send you a malicious link, you should only click links that you are expecting or that you are familiar with.
- We will not tolerate the misuse of any Services. Except where prohibited by applicable law, we will terminate your ability to use or participate in any Service if at any point, in our sole discretion, it is determined that you have used our Services to (a) send material that is harassing, defamatory, libelous, abusive, threatening, obscene, or coercive, (b) distribute content that violates the rights of any person or company protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations, or (c) introduce malicious programs or other routines that are intended to damage, interfere with, intercept or expropriate any system, data or personal information, including executing any form of monitoring that will intercept data not expressly approved for use.

Career Recruiting Texting Program

To participate in the Career Recruiting Texting Program and receive open role and other career recruitment related messages from Tailored Brands, enter your mobile phone number in the corresponding section of the application or enrollment. **Your affirmative entry of your mobile phone number and submission of your enrollment or application in response to the applicable texting consent notice serves as your legal consent to receive future recruiting related messages and alerts from us.** By consenting, you will receive recurring recruitment-related messages, for open roles similar to those you previously applied for, at the mobile phone number you provided in your application and messages related to your application. To stop receiving recruitment-related messages at any time, reply **STOP** to the number sending you recruitment messages. Additional opt-out words such as QUIT, CANCEL, UNSUBSCRIBE, and STOP ALL are also supported. Once STOP is received, you will not receive additional recruiting messages from ANY Tailored Brands recruiter who subscribes to the same platform. Reply **HELP** to the number sending you recruitment messages to receive help information or terms and conditions related to the Career Recruiting Texting Program.

Third Parties

All Tailored Brands texting programs are administered by a third-party service provider (the "Texting Vendor"), which will use your information solely to deliver these Services in accordance with the Tailored Brands [Workforce Privacy Policy](#). The mobile operators participating in these Services are Sprint, Boost, AT&T, Verizon Wireless, Cellcom, Carolina West, T-Mobile, Cellular South, Clear Talk Wireless, MetroPCS, Copper Valley Telecom, CTC Telecom, Advantage Wireless, Alltel, Google Voice, Thumb Cellular, ACS/Alaska, Bluegrass Cellular, GCI, Illinois Valley Cellular, Inland Cellular, James Valley Communications, Leaco, Nex-Tech Wireless, Southern Linc, SRT Communications, Standing Rock Telecom, Symmetry (TMP Corp), Panhandle Telecommunications, MTA, Peoples, Pinpoint Communications, Pine Cellular, United Wireless, Rogers (Canada), Bell (Canada), Fido (Canada), Telus (Canada), Wind Canada, and 365 Wireless. If your mobile operator is not participating, you will not receive a reply to your messages. Check with your mobile carrier to see if SMS messaging services are available for participation on your individual wireless plan. Pre-paid users may not be able to participate - Check with your mobile operator.

Your carrier may prohibit or restrict certain mobile features and certain mobile features may be incompatible with your carrier or mobile device. Tailored Brands is not responsible for these limitations, and you should contact your carrier with questions regarding these issues.

Release of Claims; No Warranties.

To the extent permitted by applicable law, by participating in the Services, you agree to release and hold harmless Tailored Brands, our Texting Vendor, and participating wireless (cellular) carriers and their respective representatives, agents, successors, assigns, employees, officers and directors (together, the "Released Parties"), from any and all liability, loss, harm, damage, injury, cost and expense whatsoever, including without limitation, property damage, personal injury and death, which may occur in connection with the Services, and from any claims based on violation of law or infringement or violation of any rights of any person or entity, including, without limitation, violation of publicity rights, defamation and invasion of privacy. Released Parties are not responsible for any

printing, typographical, mechanical, or other errors in associated promotional materials in connection with these Services. Participating wireless (cellular) carriers and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives, and employees are not responsible for these Services, and none of them will have any liability or responsibility for any claim arising in connection with participation in these Services.

To the extent permitted by applicable law, the Released Parties make no warranties, and hereby disclaim any and all warranties or conditions, express or implied, concerning any offer furnished by third parties in connection with these Services. Without limiting the generality of the foregoing, all Services are provided "as is" without warranty or conditions of any kind, either express or implied, and the Released Parties hereby disclaim all such warranties or conditions, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

The Released Parties are not responsible for the following: technical, hardware, software, electronic, network, telephone or other communications malfunctions; errors or failures of any kind; errors in transmission; traffic congestion, lost or unavailable network connections, telephone connections, or wireless (cellular) phone connections; website, Internet, or ISP availability; unauthorized human intervention; incomplete or inaccurate capture of entry information (regardless of cause); failed (undelivered), incomplete, garbled, jumbled or delayed transmissions; any other matter that may limit or restrict your ability to send or receive a message; any injury or damage to your or any other person's wireless (cellular) device relating to, or resulting from, participation in these Services. News and data delivered are believed to be accurate at the time of delivery.

To the extent permitted by applicable law, you agree that the Released Parties will not be liable for failed, delayed, or misdirected delivery of any information sent through the Service, any errors in such information, and/or any action you may or may not take in reliance on the information or Services. You understand that anyone with access to your mobile phone may be able to view the messages you receive when using the Services, and you agree that we will not be liable to you if this occurs.

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For Support, please call to speak to one of our HR professionals at 281-776-7000.

From Canada, please call +1 866-231-6067

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