

## Terms of Service

### 1. Introduction

1.1. This website (the “Website”) is owned and operated by Tailor Brands Ltd. and its subsidiaries (“we”, “our”, or “us”).

1.2. Please read carefully the following terms of service together with our [privacy policy](#) and cookie policy (both of which serve as integral parts of the Terms) (collectively, the “Terms”) because they constitute a binding agreement between you, the individual or entity accessing or using the Website or Services, and us.

1.3. By accessing the Website or by using it or Services in any other manner, you signify your acceptance of the Terms. If you do not agree to the Terms, you may not access or use the Website or Services.

1.4. If you have questions or comments about the Terms, feel free to contact us at: [legal@tailorbrands.com](mailto:legal@tailorbrands.com).

### 2. Our Services & Legal Restrictions

2. 1. We provide an AI-powered platform that helps to develop, launch, and manage a business, and that includes a logo design and branding capabilities, including but not limited to the ability to create and manage a logo, website, domain name, business mailbox, digital business card, and graphic designs (such as presentations, social tools, and other marketing materials); purchase printing branded products; engage with our experts to access premium features in the platform; and, where applicable, manage compliance aspects of a business, including the ability to submit LLC and trademark registration applications (collectively, “Services”).

2.2. We do not provide legal services of any kind. This means that we do not: review the information you provide to us for legal accuracy or sufficiency or to identify or assess any particular legal issue or problem; apply the law to the facts of your situation; draw legal conclusions; or provide legal advice. To the extent you need legal advice or have a legal question concerning any aspect of our Services, you should consult with a lawyer of your choice in the appropriate jurisdiction.

2.3. If you wish to become our affiliate, our [Affiliate Program Agreement](#) applies and serves as an integral part of the Terms.

2.4. We may offer you free content on the Website, on an “as-is” and “as-available” basis, including, without limitation, information about our products, prices, and plans; branding blog posts; logo design ideas and tips; brand guidelines; a support center; a careers webpage, a knowledge base index; a site map; and frequently asked questions (FAQs).

2.5. Unless we state otherwise in writing, all information and materials presented on the Website and Services are our sole property. For clarity, we reserve all rights not expressly granted in the Terms.

2.6. The Website and Services are not intended for or directed toward individuals under the age of 18. If you are under the age of 18, you do not have authorization or permission to access or use the Website or Services.

2.7. You hereby represent that you are fully aware and in compliance with all applicable Sanctions Regulations as defined below. You further confirm you are not a resident or incorporated in a Sanctioned Jurisdiction and that you are not a Sanctioned Person, as defined below. You won't access to our products and services from a Sanctioned Jurisdiction. You hereby confirm you will not provide, directly or indirectly, any services to any Sanctioned Jurisdiction or Sanctioned Person. You agree to indemnify us for any fines and/or penalties imposed as a result of a breach of this section. "Sanctions Regulations" means all trade, economic or financial sanctions, embargoes, or restrictive measures administered, enacted or enforced by (i) the United States (including without limitation OFAC or the Department of State), (ii) the European Union or any European Union member state, (iii) the United Nations, (iv) the United Kingdom, (v) Israel, or (vi) any other governmental entity of a jurisdiction where we conduct business. "Sanctioned Jurisdiction" means a country or territory that is itself the subject or target of any Sanctions (currently, Cuba, Iran, Lebanon, North Korea, Syria, and the Ukrainian Regions of Crimea, Luhansk, Donetsk, Kherson and Zaporizhzhia). "Sanctioned Person" means any person subject to Sanctions, including (a) any person appearing on any list of persons subject to Sanctions maintained by the United States (including without limitation OFAC or the Department of State), (ii) the European Union or any European Union member state, (iii) the United Nations, (iv) the United Kingdom, (v) Israel, or (vi) any other governmental entity of a jurisdiction where we conduct business; (b) any person located, organized, or resident in a Sanctioned Jurisdiction; or (c) any person directly or indirectly owned fifty percent or more or controlled, individually or in the aggregate, by one or more persons described in the foregoing clauses (a) and/or (b).

### **3. Your License**

3.1. Subject to the Terms and payment in full (where applicable), we grant you a worldwide, limited in time (during your subscription period), non-exclusive, revocable, non-transferable right to use the Website and Services (where applicable) ("Your License").

3.2. You will own the rights to use the Logo anyway you see fit and may use it for any of your commercial and non-commercial use, even after your subscription is expired. Your ownership of the Logo is conditioned on the following accumulative terms:

3.2.1. You pay us for the Logo, in full.

3.2.2. You fully comply with the Terms.

3.2.3. You download the Logo to your device.

3.3. Your License is applicable for any commercial and non-commercial use, provided that such use is in accordance with the Terms.

3.4. We do not claim ownership over, or are in any way responsible for, Your Content or the Logo.

3.5. For clarity, you must use the Website's and Services' tools and features that we make available for their intended purpose only.

#### **4. Fees & Renewal**

4.1. Our Services include free-of-charge services, free-trial plans, one-time-payment services, and subscription-based services.

4.2. To the maximum extent permitted by law and unless otherwise specified herein, all fees are non-refundable.

4.3. You undertake to store and update your payment and contact information, with respect to the Services that you have purchased.

4.4. In addition to our fees, you are required to pay all related taxes and costs in relation to paid Services, including, without limitation and where applicable, state fees, value-added tax (VAT), and any other applicable fees, costs, expenses, and taxes in connection with your paid Services. If the actual State fee is lower than the amount we have charged you for, we will refund you the difference.

4.5. We will charge you through the payment method you have designated immediately upon your purchase. We have implemented an automatic renewal option by default for subscription-based services to ensure that you do not experience any interruption or loss of services. We will automatically charge you up to 30 days before a renewal period commences, including all taxes applicable to that period, unless you cancel your account before the renewal date.

4.6. You can cancel your account at any given time by visiting your account settings. You may also email our team at [support@tailorbrands.com](mailto:support@tailorbrands.com) before your renewal date and request to cancel your account).

4.7. If we cannot charge you in time, for any reason, we will not be able to continue providing you with the paid Services. It is your responsibility to keep your payment method information correct and up to date. For clarity, we will not be responsible for any cancellation of Services or loss of any related products thereof.

#### **5. Discounts**

5.1. We or our affiliates may offer you a discount, a coupon, or any other promotional offer (the "Discount"). The Discount allows you to purchase some of our Services at a discount.

5.2. If you apply the Discount to a subscription-based service, we will have the right to renew your subscription automatically and without notice at the full applicable payment.

## **6. Vouchers**

6.1. We may offer vouchers for sale (the “Vouchers”). The Vouchers allow you to purchase some of our Services at a discount.

6.2. The Vouchers are non-refundable and have expiration dates.

## **7. Chargebacks**

7.1. If you have questions or concerns about a payment, you need to contact us at: [support@tailorbrands.com](mailto:support@tailorbrands.com).

7.2. If, at any given time, we record a decline, chargeback, or other rejection of a charge of any applicable payment without justified reason, at our sole discretion, we may block, cancel, or disable your account.

## **8. Currencies**

8.1. Based on your geographic location, the payments will be presented in one of the used currencies, including, without limitation, U.S. dollars, Canadian Dollars, Australian dollars, Euros, or Pound Sterling.

8.2. We may change our used currencies list at any given time. Our pricing list may change based on different currencies, and not necessarily in line with the then-current currency exchange rates.

## **9. Termination**

9.1. We can suspend or terminate your rights to use the Website and Services at any time, at our sole discretion, and without prior notice, if we believe that you have breached the Terms.

9.2. Termination of your account may involve the deletion of your account along with all related information.

## **10. Logo**

10.1. Our AI-powered logo design and branding platform allows you to create and purchase a logo for your business (the “Logo”).

10.2. As stated in Section 3, You will own the rights to use the Logo in any way you see fit and may use it for any of your commercial and non-commercial use, even after your subscription is expired. Your ownership of the Logo is conditioned on the following accumulative terms:

10.2.1. You pay us for the Logo, in full.

10.2.2. You fully comply with the Terms.

10.2.3. You download the Logo to your device.

10.3. You represent and warrant that the Logo and your use of the Logo does not and will not violate any third party's rights, including, without limitation, intellectual property rights. In addition to and without limiting the indemnity provision stated in Section 27, below, you further agree to fully cooperate with us regarding any claim or demand in relation to the Logo, at your expense.

10.4. Unless we state otherwise in writing, if you receive a refund or request a chargeback in relation to the Logo, or if you breach any of the above-mentioned terms, you hereby irrevocably, unconditionally, and automatically transfer all rights in the Logo to us.

## **11. Tailor Experts**

11.1. You may engage with our experts to access premium features in the platform and purchase a set of design and/or marketing added-value services, including one or more of the following services: website enhanced design and building capabilities, search engine optimization, and website content writing (collectively, the "Added Value Services"). Certain Added Value Services may involve distribution of AI-based content that is provided on an "as is" basis, without any warranties of accuracy, reliability, likely-result, merchantability, fitness for a particular purpose, non-infringement, compatibility, security, or being up to date. Such AI-based content is provided to you on a non-exclusively basis and similar or identical AI-based content can be provided by us or by third parties to others. Your use of Added Value Services with AI-based content is made at your sole risk, and you acknowledge that you should conduct a thorough review of the content and amend it, as necessary. No representation or other affirmation of fact, including, without limitation, statements regarding capacity, suitability for use, or performance of AI-based content, whether made by our team or otherwise, will be deemed to be a warranty by us for any purpose, or give rise to any liability of us or by anyone on our behalf, whatsoever.

11.2. We may send additional terms via email, depending on the expert services plan you have selected (including, without limitation, timelines, deliverables, and refund policy – where applicable).

11.3. You acknowledge and agree that the Added Value Services depend on innumerable factors and market variables that are outside of our direct control. We make no guarantees, including, without limitation, to search engine results, rankings, or to any revenue that you may or may not generate through the website.

11.4. Certain Added Value Services may involve distribution of content that you provide, including, without limitation, business listing information, store location, operation hours, contact information ("User Content") and interactions with publishers (the "Publishers") that

own or operate online business directories, search web sites, social media, mobile applications or other online services and properties (the “Publishers’ Websites”).

11.5. You grant us a worldwide, royalty-free, irrevocable, perpetual, non-exclusive license, permission, and consent to use, distribute, copy, publish, syndicate, reformat and update (for example, to improve accuracy and standardize formats) any and all User Content, business listing, and other information or content that you or anyone on your behalf makes available in connection with your use of the Added Value Services. We may sublicense these rights to any Publishers and other business partners, as the case may be. This license will survive any termination or expiration of the Terms.

11.6. You agree that (i) all User Content will be subject to the Publishers’ character limits, quality standards and other applicable content policies, and that any such User Content may be rejected, in whole or in part, by a Publisher at any time in its sole discretion, or at any time modified to comply with such policies; (ii) Publishers may require nonexclusive, perpetual, irrevocable, royalty-free, unlimited use rights (or a subset of such rights) with respect to User Content, including, without limitation, rights to publish and syndicate such content; (iii) we do not guarantee that Publisher Sites will display all or any User Content; (iv) the appearance and location of any User Content placement may change at any time.

11.7. You agree that we are not be liable for the unavailability or for any change in the Publishers’ Websites, for any decision by a Publisher to reject or modify any content submitted, or for any other decision, change, or other action by a Publisher concerning User Content.

11.8. You may apply for a full refund within thirty (30) days of purchase if the Added Value Services have not been received by you. As part of the Added Value Services, you will receive up to three working drafts from us. If you request a refund after receiving such draft (during the three-month period as stated herein), the refundable sum will be 100%. If a full refund was granted, the Added Value Services will be deleted from your account. Upon delivery of a draft, you may send us feedback for further improvement and optimization of the next draft or final product. If you do not respond for over twenty-one (21), we will send you three reminders via email. If you have not responded for a period of three (3) months, the draft will be considered approved by you, no refunds will be granted, and the Added Value Services will be considered received and approved by you.

## **12. Domain Name Registration**

12.1. We offer you a streamlined and easy to use platform on which you can create, purchase, and manage an Internet domain name or renew an existing domain name (“Domain Name” and “Domain Name Services”, respectively).

12.2. Reference is made to the [ICANN Registrant Rights and Responsibilities](#), the [ICANN Registrar Transfer Dispute Resolution Policy](#), and the [Registrants’ Benefits and Responsibilities](#). The Domain Name Services are provided subject to these policies, and you must abide by them.

12.3. Domain names under certain top-level-domains (“Regulated Domain Names”) are subject to additional terms, all as detailed under the Registrar Agreements. If you purchase a Regulated Domain Name, you agree to comply with all additional related terms. You will provide us with all requested information and assistance related to our obligations under applicable laws, rules (including the ICANN rules and policies), regulations, and agreements, in relation to the Regulated Domain Names.

12.4. You acknowledge that some of our Domain Name Services are provided in collaboration with selected business partners, who is our domain name registrar (the “Registrar”). You acknowledge and agree to the terms and conditions set forth in the Registrar’s [Domain Name Registration Agreement](#) and [Customer Service Agreement](#) (collectively, the “Registrar Agreements”) serve as integral parts of the Terms.

12.5. To the extent permitted by applicable laws, rules (including the ICANN rules and policies), regulations, and agreements, if there is any conflict between the provisions of the Terms and the Registrar Agreements, the provisions of the Terms shall prevail.

12.6. The Registrar is responsible for any Domain Name allocation. Therefore, we can neither approve nor guarantee any allocation of requested Domain Names. We may engage with another domain name registrar at any time, in which case the terms and conditions of such registrar will apply complementarily to the Terms. You acknowledge and agree that using the Domain Name Services in no way guarantees that the requested Domain Name will be approved by the Registrar.

12.7. You may transfer your Domain Name to another domain name service provider by contacting us at: [support@tailorbrands.com](mailto:support@tailorbrands.com). We will then provide you with further instructions about the transfer process. All Domain Name transfers are subject to the Terms. We will allow Domain Name transfers only if you have settled all pending charges and claims with us.

12.8. Without limiting your indemnification obligation herein, if we are informed of any complaint regarding the Domain Name, we may, at our sole discretion, (a) lock or suspend your ability to use or make modifications to the Domain Name or transfer your registration records; and (b) deposit control of your registration record with the applicable judicial entity by supplying all necessary information and documentations. You must notify us immediately if you lose any right regarding the Domain Name at: [legal@tailorbrands.com](mailto:legal@tailorbrands.com).

12.9. You represent and warrant that: (i) the information that you provide is correct, complete, and not misleading in any way; (ii) the Domain Name is not confusingly similar to other commercial names or registered trademarks, does not violate any rights of third parties, and does not violate any applicable laws, rules (including the ICANN rules and policies), or regulations; (iii) you have rights or legitimate interest in the Domain Name; (iv) your application for registering the Domain Name is made in good faith; (v) at all times, you meet all requirements under the Terms and any other requirement under applicable laws, rules (including the ICANN rules and policies), and regulations; and (vi) you will not reproduce, duplicate, copy, sell, resell, or exploit any portion of the Domain Name Services without our prior written consent.

12.10. You acknowledge and agree that (a) the registration of the Domain Name does not create any proprietary right owned by you; (b) even if the Domain Name is accepted for registration, your entitlement to register the Domain Name may be challenged by others who claim to have a right in and to the Domain Name; and (c) we may revoke the registration of the Domain Name if any of the above representations and warranties are found to be incorrect, incomplete, or misleading in any way.

12.11. As part of the Domain Name Services, you will need to provide us with relevant information, some of that information may be considered as personal information, such as: (a) the Domain Name; (b) your full name; (c) date of birth; (d) your physical mailing address; (e) your valid email address and telephone number; (f) the original date of registration and expiration date; (g) your current credit card or other payment method information (for billing purposes); and (h) other personal information that could identify you (directly or indirectly).

12.12. We will process such personal information related to you in accordance with our [privacy policy](#), and the following specific terms will also apply:

12.12.1. You will notify us within five (5) business days of any change of the information that you provided in your application form or registration process. Any failure by you to: (a) provide us with accurate information on an initial and continual basis; or (b) respond within five (5) business days to any inquiries made by us to determine the validity of information that you provide, will be considered a material breach of the Terms and grounds for cancellation of the Domain Name.

12.12.2. We will share necessary details with the Registrar and relevant service providers and authorities, for the purpose of administration of the Domain Name registration, including the Whois database, as further described below. The collections, use, transfer, and publicity will be in accordance with the applicable laws, rules (including the ICANN rules and policies), regulations, agreements, and our [privacy policy](#).

12.12.3. We will contact you directly or through a third-party service provider about the Domain Name Services, where necessary to deliver transactional or service-related communications, including through email messages, text messages, and telephone calls.

12.12.4. We cooperate with government and law enforcement officials, the Registrar, ICANN, and any other competent body, to enforce and comply with all applicable laws, rules, regulations, and policies. As such, we will disclose information related to you to: (1) comply with all applicable laws, rules (including the ICANN rules and policies), and regulations; (2) respond to claims and legal process to protect our property and rights or the property and rights of a third party; (3) protect the safety of the public or any individual; or (4) prevent or stop activities that we consider to be illegal or unethical.

12.12.5. The following information will be collectively referred to as “Whois Information”: (1) the Domain Name; (2) domain information (Domain Name, the Registrar, registered date, expires date, updated date, status, name servers); (3) registrant contact (Organization, State, Country); (4) administrative contact (Organization, State, Country); (5) technical contact

(Organization, State, Country); and, (6) additional relevant data, including raw Whois data. Please note that Whois Information will be made publicly available, unless you have purchased a 'domain-by-proxy' service, any other type of service to conceal your Domain Name registration details, or if otherwise required by applicable laws, rules (including the ICANN rules and policies), and regulations.

### **13. Mailbox Services**

13.1. We offer you a streamlined and easy to use platform on which you can create, purchase, and manage all aspects related to one or more accounts of a business mailbox and other related services ("Mailbox Services").

13.2. Some of our Mailbox Services are provided in collaboration with selected business partners. By agreeing to the Terms, you also agree to our business partner's [terms of service](#) and [privacy policy](#).

### **14. LLC Application**

14.1. We offer you a streamlined and easy to use platform on which you can manage compliance aspects of a business, including, but not limited to, the ability to submit an LLC, follow annual compliance, file for an EIN, and assign a registered agent. Our LLC Services provide a more streamlined filing LLC application to the U.S. State competent authority ("U.S. Competent Authority").

14.2. "LLC Services" means the following services that we will provide to you subject to the Terms, where applicable: providing limited liability company ("LLC") incorporation forms, expedited filing LLC forms, employer identification number (EIN), registered agent (will be separately referred to herein as the "Registered Agent Service"), annual compliance (will be separately referred to herein as the "Annual Compliance Service"), and an operating agreement template.

14.3. We do not offer any legal services or advice. Accordingly, you understand and agree that the LLC Services are not, and should not be construed as, legal advice and that no attorney-client relationship exists between you and us. We will (i) not review your LLC application for compliance with applicable laws; (ii) not revise or amend your LLC application; and (ii) not be responsible for the LLC Services, including, without limitation, if your LLC application is rejected for any reason.

14.4. Some of the LLC Services are provided in collaboration with selected business partners, and you confirm that you have read and agree to the following [terms and conditions](#) and [privacy policy](#) as well.

14.5. You recognize and agree that there may be delays performing the LLC Services due to the U.S. Competent Authority, business partners, and force majeure events. For clarity, we do not accept any liability in respect of any delays.

14.6. It is solely your responsibility to ensure compliance with applicable laws, including, without limitation, laws governing the formation and operation of an LLC, in your applicable jurisdiction. For clarity, you acknowledge and agree that using the LLC Services in no way guarantees that your LLC application will be received or approved by the U.S. Competent Authority.

14.7. You are further solely responsible for (i) providing us in time with accurate, up-to-date, and complete information; (ii) responding in time to all communications from us, our business partners, and the U.S. Competent Authority, including responding to refusals and requirements within the deadlines set forth by the U.S. Competent Authority; (iii) maintaining your LLC application with the U.S. Competent Authority; and (iv) all fees issued by the U.S. Competent Authority, which you will bear in full.

14.8. You acknowledge and agree that the Registered Agent Service is provided in collaboration with our business partner. Accordingly, you may appoint our [business partner](#) as a registered agent. You agree that the registered agent may communicate with you directly in relation to the Registered Agent Service.

14.9. The Annual Compliance Service is provided in collaboration with our business partner.

14.10. To provide you with the Annual Compliance Service, we or our business partner may contact you, where needed, to allow you to review, update, and approve your annual report filing and to pay the applicable State office fee.

## **15. Trademark Registration Application**

15.1. We offer you a streamlined and easy to use platform on which you can manage compliance aspects of a business, including, but not limited to, the ability to submit trademark registration applications (“TM Application”) to the United States Patent and Trademark Office (“USPTO”).

15.2. “Trademark Services” means TM Application services that we, in collaboration with our business partners, will provide to you subject to the Terms, where applicable.

15.3. We do not offer any legal services or advice. Accordingly, you understand and agree that the Trademark Services are not, and should not be construed as, legal advice and that no attorney-client relationship exists between you and us. We will (i) review your TM Application for compliance with applicable laws; (ii) not revise or amend your TM Application; and (iii) not be responsible for the Trademark Services, including, without limitation, if your TM Application is rejected for any reason. Furthermore, we are not responsible for the renewal of the registered mark.

15.4. Some Trademark Services are provided in collaboration with selected business partners, and you confirm that you have read and agree to the following [terms and conditions](#) as well.

15.5. You recognize and agree that there may be delays performing the Trademark Services due to the USPTO, business partners, and force majeure events. For clarity, we are not responsible for any damage or loss caused by any delays.

15.6. It is solely your responsibility to ensure compliance with applicable laws in your applicable jurisdiction. For clarity, you acknowledge and agree that using the Trademark Services in no way guarantees that your TM Application will be received or approved by the USPTO.

15.7. You are further solely responsible for (i) providing us in time with accurate, up-to-date, and complete information; (ii) responding in time to all communications from us, our business partners, and the USPTO, including responding to refusals and requirements within the deadlines set forth by the USPTO; (iii) maintaining your TM Application with the USPTO; and (iv) all fees issued by the USPTO, which you will bear in full.

## **16. Printing Products**

16.1. We offer you a streamlined and easy to use platform on which you can design, curate, and purchase printing products such as business cards, T-shirts, and stickers (where applicable) (the “Printing Products Services”).

16.2. We will make commercially reasonable efforts to provide you with the Printing Products Services within six (6) to twelve (12) business days.

16.3. You recognize and agree that there may be delays receiving the Printing Products Services due to business partners’ delays and force majeure events. For clarity, we do not accept any liability in respect of any delays.

16.4. Some Printing Products Services are provided in collaboration with selected business partners. By agreeing to the Terms, you also agree to our business partner’s [terms of service](#).

16.5. You are solely responsible for providing us in time with accurate, up-to-date, and complete information to deliver you the Printing Products Services and responding in time to all communications from us and our business partners.

16.6. We provide the Printing Products Services to many territories, some of which territories are not covered under the Terms, but rather provided by third parties via their websites – as indicated in the Third Parties clause below. You will be informed about such third parties prior to your purchase. For clarity, the Terms are applicable only to Printing Products provided by us, meaning, when you pay to us via the Website for such Printing Products.

## **17. Third Parties**

17.1. The Website and Services contain links to other websites and content provided by third parties. We do not operate or monitor these websites or their content. You may find them (or the information and content posted therein) incompatible with your requirements, objectionable, annoying, improper, unlawful, or immoral.

17.2. By linking to a certain website, we do not endorse or sponsor its content, and we cannot confirm its accuracy, credibility, authenticity, reliability, validity, integrity, or legality.

17.3. We assume no responsibility for such third-party websites or content, or their availability or any transactions made between you and such third-party websites.

17.4. Accordingly, we will not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, goods or services available on or through any third-party websites or content.

## **18. Changes & Availability**

18.1. To improve the Website and Services, we may from time to time change the Website's and Services' structure, layout, design, or display, as well as the scope and availability of the information and content therein, without giving any prior notice.

18.2. Changes of this character by their very nature are likely to result in glitches or cause inconvenience. We will not be held responsible for any outcome of these changes, or any failures resulting from them.

## **19. Operation**

19.1. We will make commercially reasonable efforts to run the Website and Services efficiently and accessible, subject to our right to discontinue, temporarily or permanently, the operation of the Website and Services, or any part thereof, or block, remove or delete any content from the Website and Services at our sole discretion and without prior notice.

19.2. However, the Website's and Services' operation is dependent upon various factors such as software, hardware, and communication networks. By their nature, these factors are not fault-free. Accordingly, we do not warrant that the Website or Services will operate in an uninterrupted or error-free manner, or that it will always be available, free from all harmful components, or that at all times it will be completely safe, and secured from unauthorized access to our computers, immune from damages, free of malfunctions, bugs or failures, including, without limitation, hardware failures, software failures, and software communication failures, originating either in us or any other service provider. Such incidents and activities will not be considered a breach of the Terms.

## **20. Unacceptable Use**

20.1. You may not access or use the Website or Services for or in connection with any activity that constitutes or encourages conduct that would (i) constitute a criminal offense; (ii) give rise to civil liability; (iii) violate any applicable local, state, national, foreign law or industry standard, including, without limitation, any applicable laws and regulations governing intellectual property, privacy, defamation, fraud, mass email, spam, harassment, obscenity, hate-speech, export control, consumer protection, unfair competition and false advertising or any other deceptive practices; or (iv) provide us with content that may create materials that: (a) are

pornographic, sexually explicit or violent; (b) reasonably likely to cause harm or could be reasonably considered as slanderous or libelous; (c) are defamatory of any person, obscene, promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (d) infringe any copyright, design right, database right or trademark of any other person; or (e) are likely to deceive any person, breach any legal duty owed to a third party, or promote any illegal activity.

20.2. You may not access or use the Website or Services to (i) upload, post, email, transmit, record, provide a recording or otherwise make available any information and materials that infringe a third party's right, especially privacy, publicity, and intellectual property rights; software viruses, trojan horses, worms and any other malicious application to computers and networks; or (ii) develop or create a similar or competitive product or service to the Website or Services.

20.3. You may not use the Website or Services for any commercial or business purpose that is not expressly permitted by the Terms, including, without limitation, providing the Website or Services to third parties by reselling, licensing, renting, leasing, transferring, lending, timesharing, assigning, mirroring, redistributing, or displaying the Website, Services, or any part thereof, without our prior written and explicit permission.

20.4. Without limiting the aforesaid, you may not (i) modify any material or content that we make available on the Website or Services, except as expressly permitted under the Terms; (ii) engage in or attempt to engage in any form of testing, scanning, crawling, scraping, probing, robotic navigating, bulk extracting or hacking the Website or Services; (iii) interfere with, burden or disrupt the functionality of the Website or Services; (iv) circumvent, impair or manipulate the operation of the Website or Services; (v) work around or circumvent any technical limitations on the Website or Services, or use any tool to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Website or Services; (vi) embed, frame or otherwise link directly to the Website or Services, from any other webpage, application or other resources, without our prior written permission; (vii) engage in any false, misleading or deceptive acts or practices involving the Website or Services, or your identity, agency or affiliation with any person or entity; or (viii) breach the security of the Website or Services, or any network or server used by the Website or Services.

20.5. To the maximum extent permitted by law, we may at any time, at our sole discretion, and without prior notice, delete, or modify any material from the Website or Services, in whole or in part.

## **21. Your Rights**

21.1. We respect your rights. If you reside in a jurisdiction that provides you with additional or different consumer legal rights, which may not be waived under the Terms, then nothing in the Terms limits such legal rights.

21.2. If you believe that your rights are abused on the Website or Services, you may contact us at: [legal@tailorbrands.com](mailto:legal@tailorbrands.com). We may ask you to provide us with additional information to process your complaint.

21.3. We will make commercially reasonable efforts to review your complaint and respond promptly. We will not respond to anonymous complaints.

## **22. Your Account & Obligations**

22.1. Subject to our [privacy policy](#), if you create an account on the Website, you agree to (i) receive communication from us, including via email messages, phone, or any other communication method that you provide us, about the Services and your account. This includes email messages from us about your experience with our service and features you can use, which you can opt-out of at any given time; (ii) fully and accurately provide the information requested by us when setting up your account and to promptly update such information, wherever and whenever necessary; and (iii) cooperate with us, including by providing us with relevant information we may request to provide you with the Services.

22.2. If you fail to respond to our communications or requests for a period of three (3) months, you will not be entitled to any refund of fees with respect to Services ordered by you and such Services shall be deemed delivered to your full satisfaction, whether or not delivered.

## **23. Correction of Errors**

23.1. We make commercially reasonable efforts to ensure the reliability and availability of the Website. However, errors, mistakes, and malfunctions may occur from time to time.

23.2. You could help us to maintain a high level of service by notifying us of any potential errors, mistakes, and malfunctions at: [support@tailorbrands.com](mailto:support@tailorbrands.com).

## **24. Intellectual Property**

24.1. If you upload any type of content to the Website (“Your Content”), you represent and warrant that you do not violate any third party’s rights.

24.2. We do not claim ownership over Your Content or the Logo.

24.3. Unless we state otherwise in writing, all information and materials available on the Website and Services which are not Your Content and the Logo, are our sole property or licensed to us by third parties.

24.4. You grant us a worldwide, royalty-free, irrevocable, perpetual, non-exclusive license, permission and consent to use the Logo, Your Content, your name and likeness, and any associated rights, including intellectual property rights, the right of publicity and the right to privacy, for our internal and marketing purposes (including, without limitation, to address your requests, improve the Website and Services, and for legal defense – where applicable) and you

represent and warrant that you have all the rights necessary to grant us such license. This license will survive any termination or expiration of the Terms.

24.5. Unless we state otherwise in writing, we do not grant you any rights to patents, copyrights, trademarks (whether registered or unregistered), trade names, trade secrets, domain names or any other rights, functions or licenses concerning the Website or Services, and we reserve all rights not expressly granted in the Terms.

24.6. Without limiting the above said, the Website's and Services' trademarks (whether registered or not) and copyrights, our name and logo, and the Website's domain name are our sole property. You are not allowed to use them, or any confusingly similar mark or text, without our prior express written consent.

## **25. Disclaimer of Warranty**

25.1. The Website and Services are provided on an "as is" and "as available" basis, without any warranties of accuracy, reliability, likely-result, merchantability, fitness for a particular purpose, non-infringement, compatibility, security, or being up to date.

25.2. Your use of the Website and Services is made at your sole risk.

25.3. No representation or other affirmation of fact, including, without limitation, statements regarding capacity, suitability for use, or performance of the Website and Services whether made by our employees or otherwise, which is not contained in the Terms, will be deemed to be a warranty by us for any purpose, or give rise to any liability of us whatsoever.

## **26. Limitation of Liability**

26.1. We, and our employees, directors, shareholders, advisors, and anyone acting on our behalf, will not be liable to you or any other person for the Website's and Services' properties, abilities, limitations, fitness to your needs, or for the availability or unavailability of any content through the Website and Services.

26.2. We, and our employees, directors, shareholders, advisors, and anyone acting on our behalf, will not be liable for any direct, indirect, incidental or consequential damage, or any other damage, and loss (including loss of profit and loss of data), costs, expenses, and payments, either in tort, contract, or in any other form of liability, arising from, or in connection with the use of, or the inability to use the Website and Services, or any failure, error, or breakdown in the function of the Website and Services, or from any fault or error made by our staff or anyone acting on our behalf, or from your reliance on the content or material originating from third parties, or any communication with us or with other users in connection with the Website and Services – whether or not we have been advised of the possibility of such damage, loss, costs, expenses or payments.

## **27. Indemnification**

27.1. You will indemnify, defend and hold harmless us, our employees, directors, shareholders, advisors, and anyone acting on our behalf from and against any claims, demands, damages, losses (including, without limitation, loss of profit), payments, including, without limitation, payments of taxes owed by you, or expenses, including legal expenses and attorney fees, that we incur in connection with your breach of the Terms or any unlawful or tortuous action or inaction by you or anyone on your behalf concerning the Website and Services.

27.2. For clarity, your breach of the Terms includes, without limitation, the following: (i) any violation of the Terms or any part thereof; (ii) any violation of any third party's rights resulting from Your Content, the Logo, or your use of the Website or Services; and (iii) any other type of claim that your use of the Website or Services caused damage to a third party.

## **28. Updates**

28.1. From time to time, we update the Terms. We will send you an email message or post a notice on the Website, thirty (30) days before our updated Terms take effect, unless the update includes non-material changes (non-material changes will be effective immediately and without a notice), and except in urgent situations such as preventing fraud, compliance with applicable law, or addressing security and operability issues (which will be effective as soon as required, at our sole discretion). If you object to any changes, you may cancel your account.

28.2. By continuing to use the Website or Services after the updated Terms take effect, you signify your agreement to the updated Terms, unless applicable law requires us otherwise.

28.3. We may modify, enhance, or improve the Website and Services, and may accordingly offer additional tools and features. Such additional tools and features may be governed by additional or different terms, as provided by us, where applicable.

## **29. Governing Law & Jurisdiction**

29.1. The Terms and any claim, cause of action, or dispute arising out of or related thereto, will be governed solely by the laws of the State of Israel, regardless of your country of origin or where you access the Website or Services, and without giving effect to any conflicts of law principles, which would result in the application of the laws of a jurisdiction other than the State of Israel.

29.2. The competent courts in Tel Aviv, Israel will have sole and exclusive jurisdiction concerning the Terms and any claim, cause of action or dispute arising out of or related thereto. You hereby agree to the exclusive jurisdiction of the above-mentioned courts, agree to accept service of process by any means permitted by the applicable law and waive any jurisdictional, conflict of law or venue defenses otherwise available to you.

## **30. Assignment**

30.1. We may assign or transfer our rights or obligations under the Terms to any third party, provided, however, that your rights under the Terms are not compromised by such assignment or transfer.

30.2. You may not assign or transfer your rights or obligations under the Terms without our prior written consent. Any attempted or actual assignment or transfer by you will be null and void, unless we state otherwise in writing.

### **31. Miscellaneous**

31.1. The paragraph headings herein are intended solely for the purpose of orientation and reading convenience and will not be used for interpretation purposes.

31.2. The Terms constitute the entire agreement between you and us. The Terms supersede any agreements, negotiations, and understandings, whether written or oral, and no waiver, concession, extension, representation, alteration, addition, or derogation from the Terms will be effective unless we state otherwise in writing.

31.3. If any provision of the Terms is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of the Terms will remain in full force and effect, to the maximum extent permitted by law.

***Last Updated: April 4, 2023***

[\*Tailor Brands Terms of Service v. 2021\*](#)

[\*Tailor Brands Terms of Service v. 2022\*](#)