

# End-User Agreement For Android™ App

*Last Updated: March 2, 2021*

## Terms of Use

BY USING THIS PATRIOT PLACE MOBILE APP (THE "APP"), YOU ACCEPT THESE TERMS OF USE ("TERMS"). IF YOU DO NOT AGREE WITH THESE TERMS, YOU SHOULD IMMEDIATELY UNINSTALL THIS APP AND DISCONTINUE ITS USE. CONTINUED USE OF THE APP SIGNIFIES YOUR CONTINUED ACCEPTANCE OF THESE TERMS AND ANY CHANGES TO THEM. THESE TERMS FORM A BINDING LEGAL CONTRACT BETWEEN YOU AND NPP DEVELOPMENT LLC ("WE" OR US" OR THE "COMPANY").

## Age Restriction

Only individuals thirteen (13) years of age or older may use the App. Users between the ages of thirteen (13) and eighteen (18) must review these Terms with a parent or legal guardian to ensure the parent or legal guardian acknowledge and agree to these Terms. Should User's parent or legal guardian not acknowledge and agree to these Terms, User must immediately uninstall this App and discontinue its use.

## Additional Terms and Policies

These Terms incorporate and supplement other terms, conditions, and policies of the Company posted at [www.patriot-place.com](http://www.patriot-place.com). These include, without limitation, the following items, which may be changed or updated from time-to-time. In the event of any conflict, these Terms will control but only to the extent applicable to use of the App.

- [Patriot Place Terms of Use for Online Services](#)
- [Patriot Place Privacy Policy](#)

**Notice Regarding Dispute Resolution: These Terms include, without limitation, the provisions governing disputes in the [Patriot Place Terms of Use for Online Services](#), including an obligation to arbitrate disputes on an individual basis, which will, subject to limited exceptions, require you to submit claims you have against us to binding individual arbitration, unless you opt-out in accordance with the [Arbitration Section](#) thereof.**

## End-User License

Subject to these Terms, we grant you a personal, non-exclusive, non-transferable, non-sublicensable, limited and revocable license to use the App for personal use only on an Android phone or tablet ("Android Device") owned or controlled by you in accordance with these Terms ("User License"). Any use of the App in any other manner, including, without limitation, resale, reverse-engineering, disassembling, redistribution, transfer, modification or distribution of the

App or text, pictures, music, barcodes, video, data, hyperlinks, displays, and other content associated with the App ("Content") is prohibited. You may not rent, lease, lend, sell, transfer, redistribute or sublicense the App. If you sell or transfer ownership of your Android Device to a third party, you must remove the App before doing so. You may not copy (except as expressly permitted by this Agreement), decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of any open-sourced components included with the App). If you breach any of these restrictions, you may be subject to prosecution and damages. This Agreement and User License also governs any updates or upgrades to, or supplements or replacements for, this App unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply.

The User License is effective until terminated by you or NPP Development LLC, with or without written notice. Your rights under the User License will terminate automatically without notice from NPP Development LLC if you fail to comply with any Terms or terms of the User License. Upon termination of the license, you shall cease all use of the App and destroy all copies, full or partial, of the App.

## **User Information**

The App may include features that track your use of the App, your location, your time spent at the Patriot Place Mall or with specific merchants in the Mall, and other information about your usage. It also may monitor interaction with social media sites, and may use, maintain, or transmit personal information, including, without limitation, your name, password, email address, address, location, financial information (including credit card information), GPS location information, and information for and from third-party social-media accounts (collectively "User Information"). By using the App, you consent to the transmission of User Information to us, including our agents and third-party partners, and consent to us, including our agents and third-party partners, receiving, collecting, storing, processing, transmitting, and using User Information for App functionality and for the purposes disclosed in our [Privacy Policy](#).

You further agree that we, our service providers and/or others involved in creating or providing the App may collect and use technical data and related information — including but not limited to technical information about your device, system and App software, and peripherals — that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the App. We, our service providers, and/or others involved in creating or providing the App may use this information, as long as it is in a form that does not personally identify you, to improve the App or to provide services or technologies to you.

## **Your Responsibility for Your Mobile Device**

You are solely responsible for (a) the confidentiality and security of User Information sent from or stored on your Android Device by the App, (b) taking precautionary steps to protect User

Information stored on your Android Device, including without limitation password-protecting the Android Device and employing Google's remote-wipe feature, and (c) all transactions and activities undertaken via your device or account whether authorized by you or not. This includes any and all unauthorized purchases. You agree to immediately notify us of any suspected unauthorized transactions associated with the App or any other breach of security. We shall not be responsible for any losses arising from loss or theft of User Information due to unauthorized or fraudulent transactions related your device.

### **Modification of these Terms**

We may modify these terms as provided in the [Patriot Place Terms of use for Online Services](#), which apply fully to use of the App

### **Contact Us**

If you have any questions, you can email us at [info@patriot-place.com](mailto:info@patriot-place.com).



## Privacy Policy – [Patriot-Place.com](https://www.patriot-place.com)

Effective April 22, 2020

# Introduction

NPP Development LLC (“Company”, “us” or “we”) respects your privacy and is committed to protecting it through compliance with this website privacy policy (“policy”).

This policy describes the types of information we may collect from you or that you may provide when you visit the website [www.Patriot-Place.com](https://www.Patriot-Place.com) (our “Website”) and our practices for collecting, using, maintaining, protecting and disclosing that information.

This policy applies to information, including information relating to you in identified or identifiable form (your “personal information”) we collect:

- On this Website.
- In e-mail, text and other electronic messages between you and this Website.
- Through mobile and desktop applications you download from this Website, which provide dedicated non-browser-based interaction between you and this Website.
- When you interact with our advertising, mobile applications or desktop applications through third-party websites and services, if such advertising or applications include links to this policy.

It does not apply to information collected by:

- us offline or through any other means, including on any other website operated by Company or any third party (including our affiliates and subsidiaries); or
- any third party (including our affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from or on the Website.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website or if you are an EU resident you may choose to exercise certain other rights (see Provisions Applicable to European Union

**Residents). By accessing or using this Website, you agree to this privacy policy. This policy may change from time to time (see Changes to our Privacy Policy). Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.**

## **Children**

**Our Website is not intended for children under 13 years of age (or such legally required higher age of children being lawfully able to provide consent). No one under age 13 (or such legally required higher age) may provide any information to, through or on the Website. We do not knowingly collect personal information from children. If you are under 13 (or such legally required higher age), do not use or provide any information on this Website or on or through any of its features or provide any information about yourself to us, including your name, address, telephone number, e-mail address or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 13 (or such legally required higher age) without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child, please contact us at [privacy@patriot-place.com](mailto:privacy@patriot-place.com)**

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## **Information We Collect About You and How We Collect**

**We may collect several types of information from and about users of our Website, including personal information:**

- **by which you may be personally identified, such as name, postal address, e-mail address, telephone number, or any other identifier by which you may be contacted online or offline;**
- **that is about you but individually does not identify you; and/or**
- **about your internet connection, the equipment you use to access our Website and usage details.**

**We may collect this personal information:**

- **Directly from you when you provide it to us.**
- **Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses and information collected through cookies, web beacons, and other tracking technologies.**
- **From third parties, for example, our business partners.**

**Information You Provide to Us.**

**The information we collect on or through our Website may include:**

- **Information that you provide by filling in forms on our Website. This includes information provided at the time of registering to use our Website, subscribing to our service, posting material or requesting further services. We may also ask you for information when you enter a contest or promotion sponsored by us, and when you report a problem with our Website.**
- **Records and copies of your correspondence (including e-mail addresses), if you contact us.**
- **Your responses to surveys that we might ask you to complete for research purposes.**
- **Details of transactions you carry out through our Website and of the fulfillment of your orders. You may be required to provide financial information before placing an order through our Website.**
- **Your search queries on the Website.**

**You also may provide information to be published or displayed (hereinafter, “posted”) on public areas of the Website, or transmitted to other users of the Website or third parties (collectively, “User Contributions”). Your User Contributions are posted on and transmitted to others at your own risk. Please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the Website with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.**

### **Information We Collect through Automatic Data Collection Technologies**

**As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions and patterns, including:**

- **Details of your visits to our Website, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Website.**
- **Information about your computer and internet connection, including your IP address, operating system and browser type.**

**We also may use these technologies to collect information about your online activities over time and across third-party websites or other online services (behavioral tracking).**

**The information we collect automatically is statistical data and does not typically include personal information, but we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:**

- **Estimate our audience size and usage patterns.**
- **Store information about your preferences, allowing us to customize our Website according to your individual interests.**
- **Speed up your searches.**
- **Recognize you when you return to our Website.**

## The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.
- **Flash Cookies.** Certain features of our Website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from and on our Website. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, see Choices about How We Use and Disclose Your Information.
- **Web Beacons.** Pages of our Website and our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an e-mail and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

## Information Collected by Google Analytics.

We may use Google Analytics to understand how you make use of our content and determine how we can ensure that the Website functions properly. Google Analytics cookies follow your progress through our website, collecting anonymous data on where you have come from, which pages you visit, and the time spent on the site. This data is stored by Google in order to create reports. These cookies do not store your personal data.

- The information generated by the cookie about your use of the Website, including your IP address, may be transmitted to and stored by Google on servers in the United States or any other country in which Google maintains facilities. Google may use this information for the purpose of evaluating your use of the website, compiling reports on website activity for us and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google may combine information (including IP addresses) obtained through its Google Analytics Premium and DoubleClick Bid Manager products to provide these services. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.
- For information about how you can opt out of Google Analytics and other services that place cookies or collect data, see Choices About How We Use and Disclose Your Information.

# Third-party Use of Cookies and Other Tracking Technologies.

**Some content or applications, including advertisements, on the Website are served by third-parties, including advertisers, ad networks and servers, content providers and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.**

**We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly. For information about how you can opt out of receiving targeted advertising from many providers, see [Choices About How We Use and Disclose Your Information](#).**

## **How We Use and Protect Your Information**

**We use information that we collect about you or that you provide to us, including any personal information:**

- **To present our Website and its contents to you.**
- **To provide you with information, products or services that you request from us, including marketing communications and promotional offers.**
- **To fulfill any other purpose for which you provide it.**
- **To provide you with notices about your account/subscription, including expiration and renewal notices.**
- **To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.**
- **To notify you about changes to our Website or any products or services we offer or provide through it.**
- **To allow you to participate in interactive features on our Website.**
- **In any other way we may describe when you provide the information.**
- **For any other purpose with your consent.**

**We may also use your information to contact you about our own and third-parties' goods and services that may be of interest to you. If you do not want us to use your information in this way, please check the relevant box located on the form on which we collect your data. For more information, see [Choices About How We Use and Disclose Your Information](#).**

**We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.**

### **Disclosure of Your Information**



**We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.**

**We may disclose personal information that we collect or you provide as described in this privacy policy:**

- **To our subsidiaries and affiliates.**
- **To contractors, service providers, advisers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.**
- **To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of NPP Development LLC's assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information held by NPP Development LLC about our Website users is among the assets transferred.**
- **To third parties to market their products or services to you if you have consented to/not opted out of these disclosures. We contractually require these third parties to keep personal information confidential and use it only for the purposes for which we disclose it to them. For more information, see Choices About How We Use and Disclose Your Information.**
- **To fulfill the purpose for which you provide it.**
- **To third parties, government or regulatory authorities in the context of disputes, litigation or investigations.**
- **For any other purpose disclosed by us when you provide the information.**
- **For any other purpose with your consent.**

**We may also disclose your personal information:**

- **To comply with any court order, law or legal process, including to respond to any government or regulatory request.**
- **To enforce or apply our **terms of use** and other agreements, including for billing and collection purposes.**
- **If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of NPP Development LLC, our customers or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.**

## **Choices about How We Use and Disclose Your Information**

**We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:**

- **Cookies and Flash Cookies.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent.
  - **Users of our Website can set their browsers to accept or reject all, or certain, cookies. All recent versions of most browsers give users a level of control over cookies. Further detail on how to control**

how webservers use cookies on your computer is available on the <http://www.aboutcookies.org/> website, which contains a guide to deleting and controlling cookies.

- To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's [website](#). If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.
- **Google Analytics Cookies.** The cookies for Google Analytics are created automatically unless the visitor's browser is set to refuse them. The Google website contains further information about Google [Analytics](#) and a copy of [Google's privacy policy](#).
- **Google Analytics Opt-out Browser Add-on.** Visitors can prevent Google Analytics collecting traffic log data. To provide website visitors with more choice on how their data is collected Google Analytics has developed the Google Analytics Opt-out Browser Add-on. The add-on communicates with the Google Analytics JavaScript (ga.js) to indicate that information about the website visit should not be sent to Google Analytics. If you want to opt out, download and install the add-on for your current web browser. To do so please visit the following site which provides a browser add-on that enables a user to opt out – <http://tools.google.com/dlpage/gaoptout>. The Google Analytics Opt-out Browser Add-on is available for Internet Explorer, Google Chrome, Mozilla Firefox, Apple Safari, and Opera.
- **Disclosure of Your Information for Third-Party Advertising.** If you do not want us to share your personal information with unaffiliated or non-agent third parties for promotional purposes, you can opt-out by checking the relevant box located on the form on which we collect your data. You can also always opt-out by logging into the Website and adjusting your user preferences in your account profile by checking or unchecking the relevant boxes or [submitting](#) to us a [Data Privacy Request Form](#).
- **Promotional Offers from the Company.** If you do not wish to have your contact information used by the Company to promote our own or third parties' products or services, you can opt-out by checking the relevant box located on the form on which we collect your data or at any other time by logging into the Website and adjusting your user preferences in your account profile by checking or unchecking the relevant boxes or by [submitting](#) to us a [Data Privacy Request Form](#). If we have sent you a promotional e-mail, you may send us a return e-mail asking to be omitted from future e-mail distributions. This opt out does not apply to information provided to the Company as a result of a product purchase, warranty registration, product service experience or other transactions.
- **Targeted Advertising.** If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers' target-audience preferences, you can opt-out by checking the relevant box located on the form on which we collect your data. You can also always adjust your user advertising preferences in your account profile by checking or unchecking the relevant boxes or by [submitting](#) to us a [Data Privacy Request Form](#). For this opt-out to function, you must have your browser set to accept browser cookies.

**We recommend that you ensure that your internet browser is up-to-date and that you consult the help and guidance provided by the developer of your internet browser if you are unsure about adjusting your privacy settings. In addition, although we do not utilize targeted advertising and do not control third parties collection or use of your info, you can opt out of receiving targeted advertisements generally from members of the Network**

Advertising Initiative (“NAI”) by visiting their [website](#).

## Accessing, Deleting and Correcting Your Information

You can review and change your personal information by logging into the Website and visiting your account profile page.

To request access to or delete any personal information that you have provided to us, submit to us a Data Privacy Request Form. We cannot delete your personal information except by also deleting your user account. You may also send us an e-mail at [privacy@patriot-place.com](mailto:privacy@patriot-place.com) to correct any personal information that you have provided to us. We may not accommodate a request to access, delete, or change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

If you delete your User Contributions from the Website, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other Website users. Proper access and use of information provided on the Website, including User Contributions, is governed by our terms of use.

## Your California Privacy Rights

California residents have additional privacy rights under the California Consumer Privacy Act, which are described in our [California Consumer Privacy Act Notice](#).

## Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration and disclosure. All information you provide to us is stored on our secure servers behind firewalls. Any payment transactions will be encrypted using SSL technology.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the Website such as message boards. The information you share in public areas

may be viewed by any user of the Website.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

### **Provisions Applicable to European Union (EU) Residents**

The provisions below up to the section entitled "Changes to Our Privacy Policy" relate to residents of the European Union. Under applicable data privacy laws, the Company is a data controller and a processor with respect to your personal information.

Some of the personal information you provided to us may include health information or other sensitive or special categories of personal information (defined under applicable data privacy laws.) We do not process sensitive or special categories of data without your express consent or otherwise as permitted by the data privacy laws. We protect your personal information through appropriate technical and organizational security measures in compliance with applicable law. Although we make good faith efforts to store the information we collect in a secure operating environment that is not available to the public, we cannot guarantee complete security. Further, while we work to ensure the integrity and security of our network and systems, we cannot guarantee that our security measures will prevent third-party "hackers" from illegally obtaining this information.

Under applicable data privacy laws, our lawful processing grounds are contractual and legal necessity and our legitimate interests in operating and improving the Website. In particular, we process your personal information on the basis of our legitimate business interest pursued by the Company and its affiliates to manage any technical issues or support requests that may arise, to comply with our reasonable business-related obligations and requirements and to comply with our legal and contractual requirements. Furthermore, our legitimate interests or those of a third party include our requirements to use your personal information in litigation or for our legal purposes involving the Company and /or its affiliates and may also include the need to transfer your personal information to countries without adequate data protection laws compared to those in your country of residence (including the United States where the Company is located). In this event, we will take reasonable steps to protect your personal information as required by the data privacy laws.

### **Retention of Your Personal Information**

We retain your personal information relating to the use of our Website for the duration of our business relationship and for seven years after our last communication for legal, regulatory, audit and tax requirements. Further, your personal information may be stored within the legal limitation period during which claims against the Company or its affiliates may be asserted. After this period has expired, your personal information relating to your use of the Website will be deleted. Any personal information which you have provided to us for marketing purposes will be kept until you notify us that you no longer wish to receive this information or seven years after

**you last contacted us.**

## **Your Rights**

**You have certain rights regarding your personal information, as described below, which are subject to applicable data privacy laws:**

- **you have the right to access your data;**
- **you have the right to withdraw your consent at any time for personal information that is processed on consent (the withdrawal shall not affect the lawfulness of processing based on consent before its withdrawal);**
- **you may object to processing of your personal information, including for any direct marketing or profiling purposes;**
- **you have the right to request any correction of your personal data or that we delete your personal information;**
- **you have the right to request that we restrict the processing of your personal information (this may, however, compromise our ability to provide you with our goods and/or services); and**
- **you also have the right to request the transfer your personal information to another service provider, where required under applicable data protection laws, and following your written request to us, we will provide you with your relevant personal information in a machine-readable format to transfer to another service provider.**

**To exercise these rights, please contact us at: [privacy@patriot-place.com](mailto:privacy@patriot-place.com).**

**If you wish to raise a concern about how we have handled your personal information, you can contact us (details above) and we will investigate the matter and respond to you promptly. You can also raise your concerns with any competent data privacy authority in your country of residence.**

## **Changes to Our Privacy Policy**

**It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify through a notice on the Website home page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable e-mail address for you, and for periodically visiting our Website and this privacy policy to check for any changes.**

## **Contacting the Company**

**To ask questions or comment about this privacy policy and our privacy practices, contact us at:**

**1-800-466-5113**

**NPP Development LLC**

**One Patriot Place**

**Foxboro, Massachusetts, 02035, USA**

**Attn: Patriot-Place.com Website Privacy Policy**

## Two Patriot Place, Foxborough MA 02035

**Phone: (508) 203-2100**

### Hours

**Monday – Saturday: 10:00 AM – 9:00 PM**

**Sunday: 10:00 AM – 7:00 PM**



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