

End-User Agreement For iPhone App

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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

Apple, Inc. ("Apple") is not responsible for the App or any content thereof.

These Terms incorporate and supplement the Apple Terms and Conditions (available at <http://www.apple.com/legal/itunes/us/terms.html#service>), including without limitation the Licensed App End User Agreement therein ("Apple Terms"). In addition, these Terms also incorporate and supplement other terms, conditions, and policies of the Company posted at 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.

Without limiting the foregoing, Apple is not responsible for any maintenance or support of the App and is not liable for any “claims, losses, liabilities, damages, costs or expenses related to any purported warranty. You acknowledge that Apple is not responsible for addressing any claims relating to the App, including but not limited to (a) product liability claims, (b) any claim that the App fails to conform to applicable legal or regulatory requirements, (c) claims arising under consumer protection laws or similar legislation, or (d) claims that the App or your possession and use of the App infringes any third party’s intellectual property rights.

End-User License

Subject to these Terms, we grant you a personal, non-exclusive, non-transferable, limited and revocable license to use the App for personal use only on an Apple iPhone, iPad, or iPod Touch ("iOS Device") owned or controlled by you as permitted by the Usage Rules contained in the Apple Terms and in accordance with these Terms ("User License"). Any use of the App in any other manner, including, without limitation, resale, 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. This Agreement and User License also governs any updates 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 us, with or without written notice. Your rights under the User License will terminate automatically without notice from us 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 iOS Device by the App, (b) taking precautionary steps to protect User Information stored on your iOS Device, including without limitation password-protecting the iOS Device and employing Apple'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