

CITY POINT BROOKLYN
ALBEE DEVELOPMENT LLC
TERMS OF USE AND LEGAL NOTICE

February 2025

Your use of the City Point Brooklyn ("City Point Brooklyn") web site, services, and apps on which these terms reside (collectively, "Platform"), the Services (as hereafter defined) and the features at this Platform are subject to these terms of use ("Terms").

Please read these Terms carefully before using this Platform or participating in or using any Services.

This Platform and any Services related thereto are for informational purposes only.

This City Point Brooklyn Platform is managed by Albee Development LLC.

The Platform and the Services are intended for use by those who are the age of majority or older in their jurisdiction of residence.

TO THE FULLEST EXTENT PERMITTED UNDER LAW, BY ACCESSING THIS PLATFORM IN ANY WAY, INCLUDING, WITHOUT LIMITATION, BROWSING THIS PLATFORM, USING ANY INFORMATION, AND/OR SUBMITTING INFORMATION TO CITY POINT BROOKLYN AND/OR PARTICIPATING IN OR USING ANY SERVICES, YOU AGREE TO COMPLY WITH APPLICABLE LAWS AND FURTHER AGREE TO BE BOUND BY THE TERMS, CONDITIONS, POLICIES AND NOTICES CONTAINED UNDER THESE TERMS, INCLUDING, BUT NOT LIMITED TO, TERMS RELATED TO CONDUCTING THIS TRANSACTION ELECTRONICALLY, DISCLAIMERS OF WARRANTIES, DAMAGE AND REMEDY EXCLUSIONS AND LIMITATIONS, BINDING ARBITRATION, AND A CHOICE OF NEW YORK LAW (EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH HEREIN).

From time to time, and at any time, City Point Brooklyn may update this Platform, the Services, and all or any portion of these Terms. Your use of this Platform or the Services after City Point Brooklyn posts any changes to these Terms constitutes your agreement to those changes from the date of such changes.

Unless otherwise prohibited by applicable law, City Point Brooklyn may, in its sole discretion, and at any time, discontinue this Platform or any part thereof and any of the Services, with or without notice or may prevent your use of this Platform and/or any of the Services with or without notice to you. You agree that you do not have any rights in this Platform and that City Point Brooklyn will have no liability to you if this Platform and/or any of

the Services are discontinued or your ability to access the Platform, the Services, or any content you may have posted on the Platform is terminated. In addition, when using particular services, your transactions or services may be subject to additional terms and conditions applicable to such services which may be posted from time to time. This may include promotions, sweepstakes/contests, and loyalty and rewards programs, as well as return policies for certain transactions. In the event of a conflict between such more specific terms and conditions applicable to such services and these Terms, the more specific terms and conditions shall control solely to the extent of such conflict in connection with such services.

Binding Arbitration.

You and City Point Brooklyn agree that any controversy or claim (except for any claim of infringement or misappropriation of any patent, copyright, trademark, or trade secret) arising out of or relating to (a) these Terms, (b) the Platform or the use of the Platform, (c) any Services and/or the use thereof or participation therein, and/or (d) any City Point Brooklyn privacy policy, and/or the breach or alleged breach of any of the foregoing, as well as all questions of arbitrability, shall be settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules (“Commercial Rules”) by a sole arbitrator. You can access the Commercial Rules by calling +1 800-778-7879 or at <https://www.adr.org/Rules>. You and City Point Brooklyn shall endeavor to agree upon the arbitrator, and if you and City Point Brooklyn fail to do so within twenty-one (21) days of the commencement of the arbitration, the appointment shall be made by the AAA in accordance with the Commercial Rules. The place, or legal seat of arbitration, shall be New York, and the language of the arbitration shall be English.

You may only bring claims in your individual capacity on your own behalf, and not in any representative capacity or on behalf of any class or purported class, and no arbitration you commence hereunder may be joined by or include any claims by any other persons. Each party shall bear its own arbitration filing fees.

The arbitrator shall have the power to issue a reasonable award and as well as the power to grant any interim or provisional measures that the arbitrator deems appropriate, including, but not limited to, injunctive relief and specific performance, and any interim or provisional measures ordered by the arbitrator may be specifically enforced by any court of competent jurisdiction as a final award. Each party hereto retains the right to seek interim measures from a judicial authority, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

The arbitrator shall have the power to award the prevailing party, if any as determined by the arbitrator, its costs, including reasonable attorney’s fees. Judgment on any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

No information concerning an arbitration proceeding, beyond the names of the parties, their counsel or the relief requested, may be unilaterally disclosed to a third party by any party unless required by law (other than to legal or professional advisors, witnesses, or experts acting pursuant to a duty of confidentiality). Any documentary or other evidence given by any party or witness in any arbitration shall be treated as confidential by any party whose access to such evidence arises exclusively because of its participation in the arbitration proceedings and shall not be disclosed to any third party (other than legal or professional advisors, witnesses or experts acting pursuant to a duty of confidentiality), except as may be required by law. Any party who commences any judicial proceeding in connection with an arbitration initiated hereunder shall endeavor to have the judicial record of any such proceeding sealed or kept confidential to the extent permitted by law.

BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL, YOU ARE WAIVING ANY AND ALL RIGHTS TO PARTICIPATE IN A CLASS ACTION OR CLASS OR REPRESENTATIVE ARBITRATION, AND YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHTS TO OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION.

DO NOT USE THIS PLATFORM OR PARTICIPATE IN OR USE ANY SERVICE IF YOU DO NOT AGREE TO THE FOREGOING BINDING ARBITRATION PROVISIONS.

This “Binding Arbitration” Section applies to the fullest extent permitted by the applicable law.

City Point Brooklyn Content.

Content on this Platform or through the Services that is provided by City Point Brooklyn or its licensors, including certain graphics, photographs, images, screen shots, text, digitally downloadable files, trademarks, logos, product and program names, slogans, articles, data, code, videos and the compilation of the foregoing (“City Point Brooklyn Content”) is the property of City Point Brooklyn and its licensors and affiliates, and is protected in the United States, under trademark, copyright, and other intellectual property laws.

You agree not to download, display, reproduce or use any City Point Brooklyn Content in any publications, in public performances, on websites for any commercial purpose, in connection with products or services that are not those of City Point Brooklyn, in any other manner that is likely to cause confusion, that disparages or discredits City Point Brooklyn and/or its licensors and affiliates, that dilutes the strength of City Point Brooklyn’ or its licensor’s and affiliates property, or that otherwise infringes City Point Brooklyn’ or its licensors’ and affiliates intellectual property rights. You further agree to in no other way misuse any City Point Brooklyn Content or third-party content that appears on this Platform.

Use of the Platform and Services and Posting and Linking Policies.

The following requirements apply to your use of this Platform and the Services, including, but not limited to, any submission of written posts or other materials provided by you ("User Content"): (a) you will not use any electronic communication feature of this Platform or the Services for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, hateful or in violation of these Terms or any other rules (e.g., promotional rules) City Point Brooklyn may provide you from time to time; (b) you will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; (c) you will not collect or store personal information about other users or any other third party; (d) you will not use this Platform or the Services for any commercial purpose not expressly approved by City Point Brooklyn in writing in advance of such use; (e) you will not upload, post, email, or otherwise transmit any advertising or promotional materials or any other form of solicitation or unauthorized communication; (f) you will not upload, post, email, or otherwise transmit any material that contains viruses or files, worms, Trojan horses, Easter eggs, time bombs, spyware, or any other computer code or program(s) which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment, including but not limited to interference with the services or servers or networks connected to the Wi-Fi; and (g) you will not use the Platform of Services for fraudulent purposes.

to these Terms, you further understand and agree that you have no ownership rights in or to any account you may have with City Point Brooklyn, or other access to this Platform, or features therein, or any of the Services. City Point Brooklyn may suspend or cancel your account and delete all User Content associated with your account at any time, without notice, if City Point Brooklyn determines that you have violated these Terms or a relevant law, or for any other reason in its sole discretion. City Point Brooklyn assumes no liability for any information removed from this Platform or the Services and reserves the right to permanently restrict access to this Platform, the Services, or a user account.

By displaying, publishing, or otherwise posting any User Content on or through this Platform, you hereby grant to City Point Brooklyn a non-exclusive, sub-licensable, worldwide, fully-paid, perpetual, irrevocable, and royalty free license to use, modify, publicly perform, publicly display, remove, delete, reproduce, and distribute such User Content in any and all media now known or hereinafter developed without the requirement to make payment to you or to any third party or the need to seek any third party permission. This license includes the right to host, index, cache, distribute, and tag any User Content, as well as the right to sublicense User Content to third parties, including other users, for use on other media or platforms known or hereinafter developed, such as for use on mobile phones, in video or music software computer programs. In addition, you waive all moral rights in and to all User Content that you display, publish, or otherwise post on or through this Platform in favor of City Point Brooklyn.

You continue to retain all of your ownership rights in your User Content, and you continue to have any right to use your User Content in any way you choose, subject to these Terms and the license described herein. You represent and warrant that you own the content submitted, displayed, published or posted by you on this Platform and otherwise have the right to grant the license set forth herein, and the displaying, publishing or posting of any content you submit, and City Point Brooklyn' use thereof does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person or entity.

You agree to indemnify and hold City Point Brooklyn, its parents, subsidiaries, and their respective affiliates, officers, directors, employees, shopping center owners, and website contractors and each of their officers, employees and agents harmless from any claims, damages and expenses, including reasonable attorneys' fees and costs, related to your use of this Platform and/or the Services, your violation of these Terms, including the posting policy above, or which arise from the use of User Content you submitted, posted, or otherwise provided to City Point Brooklyn or this Platform.

The use of this Platform on a mobile device requires use of a wireless mobile data service, which you must obtain from your wireless carrier, at your cost, and which may require internet access, which you must obtain from your internet service provider, at your cost. You are responsible for obtaining and paying for any additional services and obtaining a suitable device, including without limitation all usage charges related thereto. You may be required to send and receive, at your cost, electronic communications related to this Platform, including without limitation, administrative messages, service announcements, diagnostic data reports, and Platform updates, from City Point Brooklyn, your wireless service provider or third-party service providers. If you do not have an unlimited wireless mobile data plan, you may incur additional charges from your wireless service provider in connection with your use of this Platform. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access this Platform, including, but not limited to payment of all third-party fees associated therewith, including fees for information sent to or through this Platform.

Some functionality of this Platform, including location-based services and access to the user's address book and photo library may require the transmission of information provided by the user, including, without limitation, names, usernames and passwords, addresses, email addresses, photos, financial information (such as credit card numbers), and/or precise location. By using this Platform, the user consents to the transmission of such information to City Point Brooklyn and/or its agents and authorizes City Point Brooklyn and/or its agents to record, process, and store such user information, including for purposes described in the City Point Brooklyn Privacy Policy.

City Point Brooklyn may make available for download certain Platform updates or upgrades to this Platform to update, enhance, modify, or further develop the Platform (“Platform Updates”). City Point Brooklyn may, at its discretion, automatically upload Platform Updates to your device. You agree to accept these Platform Updates, and to pay for any additional costs associated with receiving them. This Platform and Platform Updates are subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to this Platform and Platform Updates. These laws include restrictions on destinations, end users, and end use.

Copyright Infringement Notification.

City Point Brooklyn is committed to complying with U.S. copyright law and to respond to claims of copyright infringement. City Point Brooklyn will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c) (“DMCA”).

If you are the holder of any intellectual property rights and believe your rights have been infringed then: Pursuant to the DMCA, notifications of claimed copyright infringement should be sent to a Service Provider’s Designated Agent. Notification must be submitted to the following Designated Agent for this Platform in the manner described below:

By Mail:

Albee Development LLC
411 Theodore Fremd Avenue, Suite 300
Rye, New York 10580
Attention: Legal Notice – Digital Millennium Copyright Act

With a copy via email to: info@citypointbklyn.com

For your complaint to be valid under the DMCA, you must provide all of the following information when providing notice of the alleged copyright infringement:

- A. A physical or electronic signature of a person authorized to act on behalf of the copyright owner,
- B. Identification of the copyrighted work claimed to have been infringed,
- C. Identification of the material that is claimed to be infringing or to be the subject of the infringing activity, and that is to be removed or access to which is to be disabled, as well as information reasonably sufficient to permit City Point Brooklyn to locate the material,
- D. Information reasonably sufficient to permit City Point Brooklyn to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address,

E. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law, and

F. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

For more details on the information required for valid notification, see 17 U.S.C. 512(c)(3).

You should be aware that, under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the alleged copyright infringement material, court costs, and attorney's fees.

Accounts, Passwords, and Security.

Certain areas of this Platform and certain of the Services require registration or otherwise ask you to provide information to participate in certain features or access certain content. If you elect not to provide such information, you may not be able to access such content or participate in such features of this Platform or the Services.

If this Platform or the Services requires you to create an account or otherwise submit information, you must complete the specified process by providing current, complete, and accurate information as requested by the applicable registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data, and any loss caused by your failure to do so is your responsibility. During the registration process, you may be asked to enter your name and valid e-mail address and choose a sufficiently strong password. *It is your responsibility to select a secure password, and to maintain the confidentiality of your password and account.* Additionally, you are entirely responsible for any and all activities that occur under your account. You further agree not to email, post, or otherwise disseminate any user ID, password, or other information which provides you with access to this Platform or the Services. City Point Brooklyn is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. *You agree to notify City Point Brooklyn if you suspect your login credentials have been compromised or there has been unauthorized use of your account.* City Point Brooklyn shall not be responsible, nor shall it have any obligation to you, for any delay in responding to such notification or in shutting down your account after its receipt of such notice

Disclaimer, Representations, and Limitations of Liability.

CITY POINT BROOKLYN MAKES NO REPRESENTATIONS ABOUT THE RELIABILITY OF THE FEATURES OF THIS PLATFORM, THE CITY POINT BROOKLYN CONTENT, USER CONTENT, OR ANY OTHER PLATFORM FEATURE, AND DISCLAIMS ALL LIABILITY IN THE EVENT OF ANY SERVICE FAILURE.

THE MATERIALS AND INFORMATION ON THE PLATFORM AND/OR PROVIDED THROUGH OR IN CONNECTION WITH THE SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INVESTMENT, PROFESSIONAL, LEGAL OR OTHER ADVICE OR AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY OR AN INVITATION OR INDUCEMENT OF ANY SORT TO ANY PERSON. ALL INFORMATION CONTAINED HEREIN IS PROVIDED IN GOOD FAITH, HOWEVER, CITY POINT BROOKLYN MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED WITH REGARD TO SUCH INFORMATION. YOU ACKNOWLEDGE THAT ANY RELIANCE ON SUCH MATERIALS, SYSTEMS OR INFORMATION WILL BE AT YOUR OWN RISK, INCLUDING ANY RELIANCE ON THE AVAILABILITY, ACCURACY, COMPLETENESS, TIMELINESS, USEFULNESS OR APPROPRIATENESS OF THE PLATFORM OR ITS CONTENT. NONE OF THE CONTENT ON THE PLATFORM IS AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, ANY SECURITIES OF ANY CITY POINT BROOKLYN AFFILIATE OR ANY OTHER COMPANY. NEITHER CITY POINT BROOKLYN, NOR ANY OF ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS OR SUPPLIERS MAKE OR HAS MADE ANY RECOMMENDATIONS REGARDING THE SECURITIES OR INVESTMENT SERVICES OF ANY PERSON OR ENTITY WITH RESPECT TO THE CONTENT ON THE PLATFORM, OR OF THE ADVISABILITY OF INVESTING IN SECURITIES GENERALLY FOR ANY PARTICULAR INDIVIDUAL. CITY POINT BROOKLYN MAKES NO REPRESENTATIONS REGARDING THE AMOUNT OF TIME THAT ANY CITY POINT BROOKLYN CONTENT OR USER CONTENT WILL BE PRESERVED. UNDER NO CIRCUMSTANCES SHALL CITY POINT BROOKLYN HAVE ANY LIABILITY TO YOU FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS PLATFORM OR RELIANCE ON ANY INFORMATION PROVIDED THEREIN.

City Point Brooklyn does not endorse, verify, evaluate, or guarantee any information provided by users and nothing shall be considered as an endorsement, verification or guarantee of any User Content. You agree that you shall not create or distribute information, including but not limited to advertisements, press releases or other marketing materials, or include links to any sites which contain or suggest an endorsement by City Point Brooklyn without the prior review and written approval of City Point Brooklyn.

The Internet may be subject to breaches of security. City Point Brooklyn is not responsible for any resulting damage to any user's device or computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that e-mail and other submissions over the Internet may not be secure, and you should consider this before e-mailing City Point Brooklyn any information or posting information to this Platform. City Point Brooklyn makes no representation or warranty whatsoever regarding the suitability, functionality, performance, availability, or operation of this Platform. This Platform may be temporarily unavailable due to maintenance or malfunction of computer equipment.

Limitation of Damages.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS PLATFORM AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THE SERVICES OR THIS PLATFORM OR ANY INFORMATION OR SOFTWARE THEREIN. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES AND CONDITIONS THAT WOULD OTHERWISE BE IMPLIED BY STATUTE, CUSTOM OR COMMON LAW ARE EXPRESSLY EXCLUDED FROM THESE TERMS, AND DO NOT APPLY WITH RESPECT TO THE SERVICES AND THIS PLATFORM AND ANY INFORMATION OR SOFTWARE CONTAINED THEREIN. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL CITY POINT BROOKLYN, OR ALBEE DEVELOPMENT LLC, OR THEIR AFFILIATES, OWNERS, MANAGERS, AGENTS OR EMPLOYEES, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGES (COLLECTIVELY, “DAMAGES”) THAT RESULT FROM THE USE OF OR INABILITY TO USE THIS PLATFORM OR THE SERVICES. NOR SHALL CITY POINT BROOKLYN BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND CITY POINT BROOKLYN’ REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THIS PLATFORM’S RECORDS, PROGRAMS, OR SERVICES. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL CITY POINT BROOKLYN, OR ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY DAMAGES OF ANY KIND THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THIS PLATFORM, OR THE PARTICIPATION IN OR USE OF, OR INABILITY TO PARTICIPATE IN OR USE, THE SERVICES, EVEN IF CITY POINT BROOKLYN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IT SHOULD BE NOTED THAT SOME JURISDICTIONS DO NOT ALLOW FOR SUCH LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES. AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION OF DAMAGES MAY NOT APPLY TO YOU. YOU SHOULD SEEK LEGAL ADVICE.

ANY PRODUCTS AND/OR SERVICES DESCRIBED ON THIS PLATFORM ARE OFFERED IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED FOR SALE. THE INFORMATION ON THE PLATFORM IS NOT AN OFFER OR SOLICITATION BY ANYONE TO ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH A SOLICITATION.

Third Party Websites, Applications, and Services

This Platform may hyperlink to other third-party services, websites, applications, software, and other content from third-party providers such as social media partners, wireless carriers, and third-party software application developers (“Third-Party Services”). Third-Party Services are not maintained by or related to City Point Brooklyn. Hyperlinks are provided to users as a convenience and are not sponsored by or affiliated with this Platform or City Point Brooklyn. City Point Brooklyn makes no representations or warranties about the content, completeness, or accuracy of those Third-Party Services. City Point Brooklyn is not responsible for the availability of such Third-Party Services and does not endorse nor is it responsible or liable for any content or other materials on or available from such Third-Party Services. Your use of the Third-Party Services may be subject to additional terms and conditions of those third parties.

Information you submit through Third-Party Services is subject to the terms of that Third-Party Service’s privacy policy. City Point Brooklyn does not have control over how information is collected by, used by, or handled by such Third-Party Service. You understand and agree City Point Brooklyn is not responsible for these companies, or their use of any of the information you submit through their Third-Party Service. Any use of the Third-Party Services is at the sole risk of the users and City Point Brooklyn cannot be held liable for same.

Additional Terms and Conditions for City Point Brooklyn Programs.

City Point Brooklyn engages in several marketing programs and offers a variety of services and interactive programs, such as surveys, email and text programs, parking related services, sweepstakes, contests, promotions, collaborations, in-mall navigation, and other programs (collectively, “Programs”). In addition to the terms set forth in these Terms, the following additional terms and conditions apply to the Programs as indicated below:

SMS/Text Message Marketing Programs.

By agreeing to receive text messages from City Point Brooklyn you are agreeing to receive automated and/or autodialed messages from and on behalf of City Point Brooklyn to the phone number you provided. Consent to receive text messages is not a requirement or a condition of your use of this Platform or the Services. You understand and agree that by checking the box or taking any other action to sign up to receive text messages, you are providing your digital signature. Message and data rates may apply to each text message sent or received in connection with City Point Brooklyn text messages, in addition to any applicable roaming charges. Not all carriers are covered and supported carriers may change from time to time. City Point Brooklyn does not guarantee availability or performance of the text message service, and you understand that transmission delays and message failures may occur. To stop receiving text messages you need to text the word STOP to the phone number from which you received the text message. You will then receive a text confirming that you opted out. To

request additional information or to get help, text HELP to the phone number from which you received the text message. You represent that you are the account holder for the telephone number(s) that you provide. You are responsible for notifying City Point Brooklyn if you change your mobile telephone number. You agree to indemnify City Point Brooklyn for any claims, expenses, and/or damages to the extent caused by your failure to notify City Point Brooklyn if you change your telephone number, including, but not limited to, all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act. City Point Brooklyn may suspend or terminate your receipt of City Point Brooklyn text messages at any time. City Point Brooklyn reserves the right to modify or discontinue, temporarily or permanently, all or any part of City Point Brooklyn text message services, with or without notice.

Navigation Services.

City Point Brooklyn may provide store locations and directions (“Directional Services”). This information is subject to change from time to time as City Point Brooklyn deems necessary and appropriate in its sole discretion.

WI-FI.

Wi-Fi services may be made available to you at City Point Brooklyn, subject to the following:

Access Limitations.

City Point Brooklyn Wi-Fi services are not offered with the intent to allow unlimited, unrestricted access to the Internet and there is no guarantee of service. City Point Brooklyn may, at City Point Brooklyn sole discretion, restrict access to certain sites and prohibit certain communications from, or received by, users of the Wi-Fi services. Additionally, City Point Brooklyn Properties may impose a limitation on the amount of time users may access the Wi-Fi services of City Point Brooklyn.

Assumption of All Risks of Use.

You acknowledge and agree that City Point Brooklyn’ Wi-Fi services are not secure, that City Point Brooklyn has no responsibility to secure the Wi-Fi service, and that your use of the City Point Brooklyn Wi-Fi services is at your own risk. As such, you should not transmit any credit card information, passwords or any other sensitive personal information while using City Point Brooklyn Wi-Fi services. Anti-virus and security protection are your sole responsibility.

User’s Acknowledgments/Authorized Use.

By using any City Point Brooklyn’ Wi-Fi services, you agree and acknowledge that you have read and accepted these terms and conditions relating thereto. You agree to only use City Point Brooklyn’ Wi-Fi services while you are a guest at City Point Brooklyn and that such use is

subject to the terms and conditions herein. You agree that you are responsible for your activities while using the Wi-Fi services including any content, information, and other materials you access or transmit via the Wi-Fi services. You acknowledge: i) the use of the Wi-Fi services may not be uninterrupted or error-free; ii) use of the Wi-Fi services may expose you or your device to security risks; and iii) your use of the City Point Brooklyn Wi-Fi services is solely for your personal, non-commercial, lawful use. You further agree not to: (i) engage in any activity via the City Point Brooklyn Wi-Fi services that are in violation of any applicable laws, rules, or regulations; (ii) engage in any conduct that interferes with the operation of, use of, or enjoyment of, any service, system of City Point Brooklyn; (iii) engage in any interference or interception of communications; (iv) violate the security or integrity of, or gain unauthorized access to the Wi-Fi services, or any other service, system or communication; (v) impose unreasonable or disproportionately large loads on any system or infrastructure; (vi) commit fraud or send spam, chain letters, or other unsolicited communications to any party; (vii) create a "mail drop" for such communications, or engage or permit e-mail relay services; (viii) spoof or otherwise impersonate any other party, falsely stating or otherwise misrepresenting your identity or affiliation in any way, or forge, delete or alter any part of TCP/IP packet header or sender identification information in any communication; (ix) harass or threaten any party or encourage violence; (x) engage in conduct that exposes City Point Brooklyn or its service providers to civil or criminal liability; or (xi) send or receive any material that could be considered harmful, or otherwise objectionable or could give rise to any civil or criminal liability under the law.

From time to time, City Point Brooklyn may, but is not obligated to, except where required by applicable law, use techniques designed to identify fraudulent activities. You agree to cooperate with any efforts as City Point Brooklyn may, in its sole discretion, deem necessary to identify attempted fraud. You further agree that if, for any reason, you or others acting on your behalf are suspected of fraud or other violations of the Terms, we may, in our sole discretion take any or all of the following actions: (i) declare you to be in breach of the Terms, (ii) suspend, block, or terminate your use of the sites, or (iii) seek prosecution to the fullest extent of the law.

By using any City Point Brooklyn Wi-Fi systems, you agree that City Point Brooklyn may collect information pertaining to the device used to access the network, the information you provide at registration, and the information associated with your use of the network. City Point Brooklyn and its agents may collect information from any Wi-F enabled device that is turned on and set to seek available wireless networks in contact with the City Point Brooklyn' network (regardless of whether or not the device successfully connects and/or authenticates onto the network); data collected may include, without limitation, (i) MAC address, (ii) date/time stamp, (iii) wireless access point/VLAN location (which can be associated with an actual physical location), and (iv) device operating system, radio channel, and radio signal strength.

Additional Terms Applicable to Third Party Providers.

The following additional terms and conditions are applicable with respect to your use of third-party platforms to access and download this Platform or any subsequent updates thereto, such as Apple, Inc., Amazon.com, Inc., Google, Inc., or any other similar third-party “app store” or platform (each a “Provider”):

1. You acknowledge and agree that (A) these Terms are binding between you and City Point Brooklyn only, and the Providers are not a party to these Terms, and (B) as between City Point Brooklyn and such Provider, the mobile application and the content thereof is the responsibility of Albee Properties and such Provider. Any use, maintenance and support services of the Provider are its and your responsibility subject to its terms of use.

2. Any claims related to your use of Provider services is between you and the Provider subject to its terms of use.

3. Any warranty or refund or claims, losses or damaged related to the Provider shall be the obligation and responsibility of you and the Provider subject to its terms of use.

4. The Providers are third-party beneficiaries of these Terms. Upon your acceptance of the Terms, such Providers will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third-party beneficiary thereof.

Miscellaneous.

Both you and City Point Brooklyn acknowledge and agree that no partnership, joint venture, or agency is formed and neither you nor City Point Brooklyn has the power or the authority to obligate or bind the other.

YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PLATFORM, ANY SERVICES, AND/OR THESE TERMS WILL BE RESOLVED WITHOUT RESORT TO ANY FORM OF CLASS ACTION. THESE TERMS OPERATE TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

You agree, to the extent permissible by law, that any claim or cause of action arising out of your use of this Platform or the Services must be filed within one (1) year after such claim or cause of action arose or be forever barred.

On certain areas of this Platform, you may be given the ability to provide us with personal information. The use of information you have provided to City Point Brooklyn, or that City Point Brooklyn has collected and retained relating to your use of this Platform and/or any of the Services, is governed by our Privacy Policy. By using this Platform or participating in or using any of the Services, you acknowledge you have read and understood the City Point Brooklyn Privacy Policy.

The failure of City Point Brooklyn to comply with these Terms because of an act of God, pandemics/epidemics, war, fire, riot, terrorism, earthquake, actions of federal, state, provincial/territorial, or local governmental authorities or for any other reason beyond the reasonable control of City Point Brooklyn, shall not be deemed a breach of these Terms.

City Point Brooklyn may refer potential violations of law(s) or regulation(s) to authorities or other persons or entities that it deems appropriate, may cooperate in the investigation of any suspected criminal or civil wrongdoing, and will cooperate with authorities when required to do so by law, subpoena, or when the public and/or City Point Brooklyn' safety or rights are implicated. City Point Brooklyn assumes no obligation to inform you that your information has been disclosed to any law enforcement or government agency or authority. If City Point Brooklyn fails to act with respect to your breach or anyone else's breach on any occasion, City Point Brooklyn is not waiving its right to act with respect to future or similar breaches.

If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms but shall not affect the validity and enforceability of any remaining terms and provisions. City Point Brooklyn may translate these Terms into other languages; any inconsistencies among the different versions will be resolved in favor of the English version.

These Terms constitute a binding agreement between you and City Point Brooklyn, accepted by you upon your use of this Platform or participation in, or use of, any of the Services. Except as otherwise indicated herein, these Terms constitute the entire agreement between you and City Point Brooklyn regarding the use of this Platform and/or any of the Services. By using this Platform, you represent that you are capable of entering into this binding agreement.