

# Terms of Use

South Coast Plaza Terms of Use

Last Revised: June 18, 2020

South Coast Plaza (“SCP”, “we” or “our”) welcomes you to its website, [www.southcoastplaza.com](http://www.southcoastplaza.com), or SCP’s other websites, social media pages, and other online locations (collectively, the “Sites”). Use of the Sites is subject to the following Terms of Use (together with the [Privacy Policy](#), “Terms”).

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1. Acceptance of Terms of Use

By accessing and using the Sites, you acknowledge that you have read, understood and agree to be bound by these Terms which form an agreement that is effective as if you had signed it. If at any time you do not agree to these Terms, please do not access or use the Sites or any of their content.

YOUR ACCESS TO, USE OF AND BROWSING OF THE SITES AND THEIR CONTENT IS SUBJECT TO ALL TERMS CONTAINED IN THESE TERMS OF USE AND SCP'S PRIVACY POLICY AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOUR PERMISSION TO ACCESS OR USE THE SITES IS AUTOMATICALLY AND IMMEDIATELY REVOKED.

These Terms may be revised or updated from time to time. Accordingly, you should check the Terms regularly for updates. You can determine when the Terms were last revised by referring to the "Last Revised" legend at the top of this page. Each time you access, use or browse the Sites, you signify your acceptance of the then-current Terms.

SCP may make changes to the Sites, content, products, services or features of the Sites at any time. You understand and agree that SCP may discontinue or restrict your use of all or any part of the Sites at any time for any reason or no reason with or without notice.

## 2. Permitted Users of the Sites

In consideration of your use of the Sites, you represent that you are of an age to form a legally binding contract (except as provided in the following paragraph) and you are not prohibited from accessing or using the Sites or receiving services under the laws of the United States or any other applicable jurisdiction.

The Sites are directed to persons 13 years of age or older. SCP and the Sites do not knowingly collect information from children under age 13. If you are under age 13, you are not permitted to use the Sites or to submit any personally identifiable information to SCP on the Sites or offline. If you provide information to SCP through the Sites, you represent that you are 13 years of age or older. If you are between 13 and 17 years of age, when you visit, browse, use, or submit personal information to the Sites, you represent that you have the permission of a parent or guardian to do so and who agrees to these Terms on your behalf. If you are a parent or guardian and believe SCP may have inadvertently collected personal information from your child, please notify SCP immediately by sending an email to [info@southcoastplaza.com](mailto:info@southcoastplaza.com) detailing the basis of your belief and your request.

## 3. Privacy Policy

Please review the [Privacy Policy](#) for the Sites, which is incorporated in these Terms. If you do not agree with the Privacy Policy, you are not authorized to access or use the Sites.

#### 4. Permitted Uses

The content available through the Sites, including without limitation text, graphics, audio, animation, videos, logos, icons, images, media, data, charts, maps, software and other information and materials (the “Content”) is the sole and exclusive property of SCP, its licensors, or other content providers.

The Content is made available for your personal, noncommercial use. You agree to abide by any posted limitations relating to use, reproduction or dissemination of any Content. Any use of the Sites or Content in any way not expressly permitted by these Terms is prohibited, and may be actionable under United States or international law.

Special terms may apply to some products, services or features offered on the Sites, or to any events, promotions, sweepstakes, contests, surveys, questionnaires, or other activities (collectively, “Activities”) that may be offered on the Sites, SCP’s other websites or social media pages, or offline. Such special terms or rules (which may include official rules and expiration dates) may be posted in connection with the applicable Activity. By participating in any Activity you will become subject to those terms or rules. We urge you to read the applicable terms or rules which are linked from the particular Activity, and to review our Privacy Policy which, as part of these Terms, governs any information you submit in connection with such Activities. Any special terms or rules are in addition to these Terms and, in the event of a conflict, any such terms or rules shall prevail over these Terms.

#### 5. Proprietary Rights

You acknowledge and agree that, as between SCP and you, all right, title, and interest in and to the Sites and the Content, including without limitation any patents, copyrights, trademarks, brands, trade secrets, inventions, know-how, and all other intellectual property rights, are owned exclusively by SCP, or its affiliates, suppliers, vendors, merchants, licensors, or Activities partners or sponsors, and are protected by United States intellectual property and other applicable laws.

Copyright: All Content is the copyright and property of SCP or its affiliates, suppliers, vendors, merchants, licensors, or Activities partners or sponsors, and protected by U.S. and international copyright laws. You agree not to copy, modify, distribute, transmit, republish, sell, resell or exploit, for any purpose, any portion of the Sites or the Content other than as expressly authorized by SCP in writing.

Trademarks: The trademarks, service marks, logos, slogans, trade names and trade dress used on the Sites are proprietary to SCP or its affiliates, suppliers, vendors, merchants, licensors, or Activities partners or sponsors. Third party trademarks referenced in the Sites do not constitute or imply affiliation with, endorsement, or recommendation of SCP by the respective trademark owners, or by SCP of the respective trademark owners. Without limitation, South Coast Plaza® and the South Coast Plaza Design ® are trademarks registered in the United States Patent and Trademark Office and owned by SCP and/or its licensors.

SCP respects the intellectual property rights of others and we ask that users of the Sites do the same.

If you believe that your intellectual property is being used on the Sites in a way that constitutes copyright infringement, please provide our Designated Agent (set forth below) the following information (as required by Section 512(c)(3) of the Digital Millennium Copyright Act):

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- information reasonably sufficient to permit us or our Designated Agent to contact the complaining party, such as an address, telephone number and, if available, an email address at which the complaining party may be contacted;

- a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The information specified above must be sent to our Designated Agent, whose contact information is as follows:

General Counsel, South Coast Plaza, 3315 Fairview Road, Costa Mesa, California 92626

Please note that Section 512(f) of the Digital Millennium Copyright Act may impose liability for damages on any person who knowingly sends meritless notices of infringement. Please do not make false claims.

Any information or correspondence that you provide to us may be shared with third parties, including the person who provided us with the allegedly infringing material.

## 6. Account Password and Security

The Sites may contain features that require registration of a username and password. If so, you are responsible for maintaining the confidentiality of your password and are fully responsible for all uses of your password, whether by you or others. You agree to (a) log out of your account at the end of each session; (b) keep your password confidential and not share it with anyone else; and (c) immediately notify SCP of any unauthorized use of your password or account or any other breach of security. SCP is authorized to act on instructions received through use of your password, and is not liable for any loss or damage arising from your failure to comply with this Section.

## 7. Your Indemnity of SCP

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SCP AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSORS, LICENSEES, SERVICE

PROVIDERS, SUPPLIERS, VENDORS, ACTIVITIES PARTNERS AND SPONSORS, MERCHANTS, ADVERTISERS AND OTHERS ACTING IN CONCERT WITH THEM (collectively, the "SCP Parties"), AND EACH OF THEM, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, PENALTIES, FINES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES), WHETHER INCURRED BY OR MADE AGAINST A SCP PARTY AND WHETHER MADE BY YOU, OR ON YOUR BEHALF, OR BY ANY THIRD PARTY ARISING OUT OF OR RELATING TO (A) YOUR USE OF OR RELIANCE ON THE SITES OR THEIR CONTENT; (B) YOUR DEALINGS IN CONNECTION WITH THE SITES; (C) YOUR SUBMISSION(S) OR ANY CONTENT OR MATERIALS YOU SUBMIT, POST, TRANSMIT OR OTHERWISE MAKE AVAILABLE TO OR THROUGH THE SITES OR SCP; (D) YOUR VIOLATION OF THESE TERMS, ANY APPLICABLE LAWS, OR THE RIGHTS OF SCP OR ANY THIRD PARTY; OR (E) ANY ACTIVITY RELATED TO YOUR ACCOUNT OR PASSWORD, IF ANY.

#### 8. Links to Other Websites

The Sites may contain advertisements, postings and links to websites operated by other parties. The Sites provide these advertisements, postings and links as a convenience, and your use of other websites is at your own risk. The advertisements, postings and linked sites are not under the control of SCP which is not responsible for their content or privacy practices. Such advertisements, postings or links or references to other parties' products or services do not imply SCP's endorsement of information, material, products or services of any other party or any other website, or by any other party of SCP. SCP disclaims all liability with regard to your access to and use of such information, material, products or services or transactions with such linked websites or other parties. You acknowledge and agree that SCP is not responsible or liable, directly or indirectly, for any damage, loss or other claim caused or alleged to be caused by or in connection with, access to, use of or reliance on any content available on or through any other site or resource.

#### 9. Modifications, Suspension and Termination

SCP reserves the right at any time to modify, suspend or discontinue, temporarily or permanently, the Sites, Content or Activities, or any portion thereof, with or without notice. You

agree that SCP will not be liable to you or to any third party for any modification, suspension or discontinuance of the Sites, Content or Activities.

SCP reserves the right, at its sole discretion, immediately and without notice, to suspend, discontinue, or terminate your access to the Sites, Content or any part thereof for any reason or no reason at all, including without limitation any breach by you of these Terms. You agree that SCP shall not be liable to you or any third party for any such suspension, discontinuance or termination.

#### 10. Disclaimers and Limitation of Liability

THE SITES AND ALL CONTENT ON THE SITES, AND ANY PORTION THEREOF, ARE PROVIDED TO YOU ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SCP MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE SITES, THEIR CONTENT OR ANY PORTION THEREOF. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE SITES AND CONTENT IS AT YOUR SOLE RISK.

SCP MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE SITES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM THE SITES IS FREE OF VIRUSES OR OTHER HARMFUL CODE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SCP AND ALL OF THE SCP PARTIES DISCLAIM ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE, IN LAW OR IN EQUITY, AND FURTHER DISCLAIM ALL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL DAMAGES OR INCREASED DAMAGES OR DAMAGES TO BUSINESS REPUTATION, DAMAGES ARISING FROM LOSS OF BUSINESS WITH THIRD PARTIES, OR LOSS OF PROFITS FROM TRANSACTIONS WITH THIRD PARTIES, WHETHER ANY OF THE FOREGOING ARE FORESEEABLE OR NOT, AND HOWEVER CAUSED, ARISING OUT

OF OR IN ANY WAY RELATING TO, OR CONNECTED WITH ACCESS TO OR USE OF THE SITES OR THE CONTENT, EVEN IF SCP OR ANY OF THE SCP PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Exclusions and Limitations: Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. This Limitation of Liability shall be to the maximum extent permitted by applicable law. If it is finally determined by a Court of law or in binding arbitration that the limitation of liability set forth in this Section 10 does not apply to you, then you agree that SCP's total liability in the aggregate for any claims made by you or any third party on your behalf shall not exceed one hundred dollars (\$100.00).

#### 11. Notice Required by California Law

Pursuant to California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights notice:

The name, address and telephone number of the provider of this service is South Coast Plaza, 3333 Bristol Street, Management Offices, Coast Mesa, CA 92626, 1-800-782-8888. Complaints regarding the service or requests to receive further information regarding use of this service may be sent to the above address or to [info@southcoastplaza.com](mailto:info@southcoastplaza.com).

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite S202, Sacramento, CA 95834 or by telephone at (916) 574-7950 or (800) 952-5210.

#### 12. ARBITRATION; Governing Law and Disputes

MOST CUSTOMER CONCERNS CAN BE RESOLVED QUICKLY AND TO THE CUSTOMER'S SATISFACTION BY CONTACTING SCP AT [info@southcoastplza.com](mailto:info@southcoastplza.com) OR CALLING 1-800-782-8888. IN THE UNLIKELY EVENT THAT SCP' IS UNABLE TO RESOLVE YOUR CONCERNS, WE EACH AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION TO THE FULLEST EXTENT PERMITTED BY LAW, AND SUBJECT TO THESE TERMS. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT.

ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS TO THE MAXIMUM EXTENT PERMITTED BY LAW; CLASS ARBITRATIONS, CLASS ACTIONS OR REPRESENTATIVE ARBITRATIONS ARE NOT PERMITTED. SCP WILL PAY ALL ADMINISTRATIVE COSTS OF THE ARBITRATOR FOR SUCH AN INDIVIDUAL CLAIM, NO MATTER WHO WINS, SO LONG AS YOUR CLAIM IS NOT FRIVOLOUS OR BROUGHT IN BAD FAITH. HOWEVER, IN ARBITRATION, BOTH YOU AND SCP WILL BE ENTITLED TO RECOVER ATTORNEYS' FEES FROM THE OTHER PARTY TO THE SAME EXTENT AS YOU WOULD IN COURT.

Arbitration Agreement:

(a) SCP and you agree to arbitrate any and all disputes and claims between us arising out of or relating to the Terms, or use of the Sites, via the Sites or through mobile application, except any disputes or claims which under governing law are not subject to arbitration, to the maximum extent permitted by applicable law. This arbitration agreement is intended to be broadly interpreted and to make all disputes and claims between us subject to arbitration to the fullest extent permitted by law. However, any dispute you or we may have relating to copyrights or other intellectual property shall not be governed by this agreement to arbitrate. For the avoidance of doubt, this means that any claims you or we may have relating to intellectual property rights against the other, including seeking injunctive and other equitable relief, may be brought in a court of competent jurisdiction. The agreement to arbitrate otherwise includes, but is not limited to: claims based in contract, tort, warranty, statute, fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Terms (including, but not limited to, claims relating to advertising); claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; claims relating to our Sites; claims arising out of or relating to the Telephone Consumer Protection Act; claims relating to your data privacy or information security; and claims that may arise after the termination of these Terms.

For purposes of this arbitration agreement, references to "SCP," "you," and "us" shall include our respective parent entities, subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, websites of the foregoing, as well as all authorized or

unauthorized users or beneficiaries of services, products or information provided or made available under this or prior agreements between us relating to or arising from any aspect of your use or access of the Sites. Notwithstanding the foregoing, either party may bring an individual action in small claims court. You agree that, by entering into these Terms, you and SCP are each waiving the right to a trial by jury or to participate in a class or representative action to the maximum extent permitted by law. These Terms evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. This arbitration provision shall survive termination of the Terms or your relationship with SCP for any reason.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to SCP should be addressed to: General Counsel – Arbitration Demand, 3315 Fairview Road, Costa Mesa, California 92626 ("Notice Address"). The Notice must describe the nature and basis of the claim or dispute and set forth the specific relief you seek from SCP ("Demand"). If SCP and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or SCP may commence an arbitration proceeding.

(c) After SCP receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee. The filing fee currently is \$200, but is subject to change by the arbitration provider. The arbitration will be governed by the Consumer Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The AAA Rules may change from time to time, and you should review them periodically.

All issues are for the arbitrator to decide, including the scope and enforceability of this arbitration agreement as well as the Terms' other terms and conditions, and the arbitrator shall have exclusive authority to resolve any such dispute relating to the scope and enforceability of this arbitration agreement or any other term of the Terms including, but not limited to any claim that all or any part of this arbitration agreement or the Terms is void or voidable. However if putative class or representative claims are initially brought by either party in a court of law, and a motion to compel arbitration is brought by any party, then the court shall decide whether these Terms permit class or representative proceedings. For the avoidance of doubt, the court and

arbitrator shall be bound by these Terms, including with regard to the class and representative waiver provision. In any arbitration, the arbitrator shall follow the applicable law. The arbitrator shall not have the power to commit manifest errors of law or legal reasoning, and any award rendered by the arbitrator that employs a manifest error of law or legal reasoning may be vacated or corrected by a court of competent jurisdiction for any such error. Unless SCP and you agree otherwise, any arbitration will be governed by the substantive laws of your state in the United States, and hearings will take place in the county (or parish) of your billing or registered address in the United States. Case management and other hearings shall be heard via telephone unless otherwise agreed to. Except as otherwise provided for herein, SCP will pay all AAA filing, administration and arbitrator fees for any individual (but not class or representative) arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in the United States Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse SCP for all monies previously disbursed by it that are then your obligation to pay under the AAA Rules.

During the arbitration, the amount of any settlement offer made by SCP or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or SCP is entitled. In arbitration, and to the extent otherwise permitted by law, the parties may exchange "offers of compromise" or stipulate to judgments or awards in the same way the parties could in court, including for example, under California Code of Civil Procedure Section 998 for arbitrations taking place in California. Such offers in compromise shall have the same force and effect as they would in a court proceeding. The arbitration proceedings shall otherwise remain confidential, except for purposes of seeking court intervention (if necessary).

(d) Discovery and/or the exchange of non-privileged information relevant to the dispute will be governed by the AAA Rules.

(e) YOU AND SCP AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If the immediately foregoing sentence is found to be unenforceable in its entirety, then the entirety of this arbitration agreement shall be null and

void. However, if only a portion of such sentence is found to be unenforceable, then the unenforceable portion of the sentence shall be stricken, and the remainder of the sentence enforced. Any claims or causes of action seeking relief not subject to individual arbitration under applicable law shall be stayed in a court of competent jurisdiction pending completion of individual arbitration to the maximum extent permitted by law.

(f) Notwithstanding any provision in these Terms to the contrary, we agree that if SCP makes any change to this arbitration agreement (other than a change to the Notice Address) after your use of the Sites, you may reject any such change and require SCP to adhere to the language in this arbitration agreement as written at the time of your use of the Sites if a dispute between us arises, by providing Notice to SCP at the Notice Address in subsection (b) above.

### 13. Social media

We invite you to interact with SCP through our social media pages and feeds, such as Facebook, Twitter, Instagram, WeChat and Weibo. We encourage you to participate in existing discussions and to start new discussions with SCP and other SCP fans. Please review this Terms of Use and our [Privacy Policy](#), as well as the terms and privacy policy of the applicable social media platform, prior to interacting with SCP or other SCP fans through SCP's social media pages or feeds. If you do not agree with our Terms of Use or Privacy Policy, or the terms and privacy policy of the applicable social media platform, you may not interact with or otherwise participate in SCP's social media pages or feeds. Please remember that our social media pages and feeds may contain content contributed by third parties ("User Content"). All User Content is strictly that of the originating author, who shall be solely responsible for such content. SCP may or may not screen, review, monitor or respond to any User Content, and is not responsible for the accuracy or truthfulness of any User Content. However, SCP reserves the right to edit, block, or remove any User Content at any time for any reason, in its sole discretion. Use of or reliance on User Content is entirely at your own risk, and SCP assumes no responsibility for such content.

### 14. Miscellaneous

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes

only and in no way define, limit, construe or describe the scope or extent of such section. SCP's failure to act with respect to any failure by you or others to comply with these Terms does not waive SCP's right to act with respect to subsequent or similar failures. These Terms set forth the entire understanding and agreement between you and SCP with respect to the subject matter hereof. Any cause of action or claim you may have with respect to these Terms or the Sites must be commenced within six (6) months after the claim or cause of action arises or such claim or cause of action shall be barred. You may not assign or transfer your rights or obligations under these Terms without the prior written consent of SCP, and any assignment or transfer in violation of this provision shall be null and void. SCP reserves the right to seek all remedies available at law and in equity for violations of these Terms or special terms or rules set forth on the Sites, including without limitation the right to block access from a particular internet address.