

Mallfinder Mobile Alert Terms of Use:

Effective Date: May 14, 2010

The City Place Mobile Club is powered by Mallfinder Network. Mallfinder Networks focuses on providing marketing services to both shopping and lifestyle centers.

By providing your mobile phone number you are registering to receive text messages that provide information about news, events and promotional opportunities from City Place. By providing your mobile phone number, you agree that you have read, understand and agree to be legally bound by these terms and conditions. If you do not agree to be bound by these Terms of Use, please do not provide your mobile phone number or remove yourself from the mobile alerts as specified below.

Message Frequency:

By registering to receive mobile alerts from City Place you can expect to receive between four (4) and six (6) messages a month, although you may receive more or less depending on the circumstances and the information or offers that may be available to you. These messages are delivered via short code 55800. Mallfinder Network's mobile services are compatible with the carriers listed below in "Supported Wireless Carriers". You may contact Mallfinder Network at mhelp@mallfinder.com.

If at any point you wish to remove yourself from the mobile alerts or need help simply text the following depending upon which alerts you signed up for:

- To opt-out, text **STOP CITYPLACE to 55800** and you will no longer receive the related mobile messages.
- To receive help, text **HELP CITYPLACE to 55800**.

Supported Wireless Carriers:

Appalachian Wireless, Alltel Wireless, Bluegrass Cellular, AT&T Wireless, Boost Mobile, Cincinnati Bell, ECIT, Immix Wireless, Cellular South, Cellcom, Nextel, Revol Wireless, Unicef, Sprint, T-Mobile, Cellular One, US Cellular, Verizon Wireless, Virgin Mobile, West Central Wireless.

Changes In Terms of Use and the Mallfinder Network Services

We may modify or terminate our services from time to time, for any reason, and without notice, including the right to terminate with or without notice, without liability to you, any other user or any third party. We reserve the right to modify these Terms of Use from time to time without notice. Please review these Terms of Use from time to time so that you will be apprised of any changes.

Charges

Together, City Place and Mallfinder Network deliver this service without charge. Your mobile phone carrier may charge you for usage. Message and Data charges may apply and could appear on your wireless bill, or will be deducted from your prepaid balance. The customer is liable for any mobile phone charges incurred (usage, subscription, etc.) as a result of using any of City Place or Mallfinder Network services. Please consult your mobile service carrier's pricing plan to determine the charges for sending and receiving text messages.

User Submissions

We welcome your comments and suggestions regarding the web site. However, any comments, feedback, notes, messages, ideas, suggestions or other communications (collectively, "Comments") sent by you to Mallfinder Network shall be and remain the exclusive property of Mallfinder Network. Your submission of any such Comments shall constitute an assignment to Mallfinder Network of all worldwide right, title and interest in all copyrights and other intellectual property rights in the Comments. Mallfinder Network will be entitled to use, reproduce, disclose, publish and distribute any Comments you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any Comments that you do not wish to assign to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork. You agree not to submit any Comments that may be submitted in violation of law or any agreement or obligation to keep the content of such Comments confidential. Mallfinder Network expressly disclaims any interest in any Comments that you are not authorized to submit. Of course, any information you submit which personally identifies you will be subject to our Privacy Policy, which is located at (do we have a url)

Content of Mobile Alerts

From time to time, the mobile alerts may contain coupons, rebates and other offers relating to services or merchandise offered by various merchants. Such offers are subject to additional terms and conditions as set forth in such offers or as are otherwise specified by the merchant. We are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in connection with the mobile alerts which may limit the ability to take advantage of such offers.

No Warranty

Your use of the mobile alerts is at your sole risk. The content and information included in the alerts is provided to you "as is" without warranties or representations of any kind. We disclaim and exclude any express or implied warranties or representations, including any warranties as to merchantability or fitness for a particular purpose of the mobile alerts to the broadest extent permitted by law. We make no warranties or

representations, express or implied, as to the timeliness, accuracy, quality, completeness or existence of the content and information included in the mobile alerts. We make no warranties or representations, express or implied, for technical accessibility, fitness or flawlessness of the mobile alerts.

The mobile alerts will occasionally experience outages during which you or other users will not be able to receive the mobile alerts. We do not warrant that the mobile alerts are free of viruses or other harmful components. We will not be liable for any damages of any kind arising from the use or unavailability of the mobile alerts.

Disclaimer; Limitation on Liability.

USE OF THE MOBILE ALERTS IS PROVIDED "AS IS," AS AN ACCOMMODATION, AND WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE MOBILE ALERTS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR YOUR USE OF THE MOBILE ALERTS.