

# **Tanger Outlet Centers**

## **TERMS OF USE**

Last Updated: March 1, 2018

### **GENERAL**

These Terms of Use (“Terms of Use” or “Agreement”) describe the terms and conditions under which users may access and use the Tanger Outlets website (“Website”) located at [www.tangeroutlet.com](http://www.tangeroutlet.com) or other internet based services such as the Tanger Outlets mobile App (herein referred to singularly and collectively as “Tanger Services”), which are owned and operated by Tanger Properties Limited Partnership d/b/a Tanger Outlets or Tanger Outlet Centers and its affiliates and subsidiaries (collectively “Tanger”). Each time User accesses and utilizes Tanger Services (whether merely browsing or otherwise), User is bound by these Terms of Use, so please read carefully and in its entirety. User is granted a limited, non-transferable, non-exclusive, license to access Tanger Services solely for personal, informational, and non-commercial purposes, which license may be revoked at any time. Tanger’s Privacy Policy is incorporated into and made part of these Terms of Use.

To the fullest extent permitted by applicable law, these Terms of Use constitute a binding legal agreement between User and Tanger and, by accessing and using the Tanger Services, User agrees to and accepts without limitation or qualifications these Term of Use and Privacy Policy. Tanger reserves the right to modify these Terms of Use and Privacy Policy in its sole discretion and without notification to users at any time by posting new or updated versions, as well as the right to provide additional notices of material changes.

**IF USER DOES NOT AGREE WITH THE TERMS OF USE AND PRIVACY POLICY, INCLUDING CHANGES THERETO, OR ANY GUIDELINES INCLUDED WITHIN OR POSTED ON THE WEBSITE OR MOBILE APP, THEN DO NOT USE THE TANGER SERVICES.**

**TANGER MAKES NO GUARANTEES REGARDING THE AVAILABILITY OR WORKINGS OF THE TANGER SERVICES.**

### **CHILDREN AND MINORS**

Tanger Services are not intended for use by children, and parents and guardians are solely responsible for monitoring any such use by children. By utilizing Tanger Services, User consents that he or she is the age of majority in the state in which he/she resides. If User is not of age, please do not use Tanger Services.

## **ACCEPTANCE OF TERMS**

User's access to and use of Tanger Services is subject to User's compliance with these Terms of Use and all applicable federal, state and local laws. Without limiting anything set out elsewhere in these Terms of Use, User's continued use of the Tanger Services is contingent upon User checking for any updates to the Terms of Use and Privacy Policy and User's agreement to be bound by any such revisions. User's continued right to access and ability to use the Tanger Services will terminate immediately, without any further action or notice by Tanger, if User fails to adhere to the Terms of Use or violates applicable law.

If Tanger discovers or is notified of communications or content that may violate these Terms of Use and/or any applicable law, rule or regulation, Tanger may determine in its sole discretion whether to remove or request the removal of the content, or to terminate the use of Tanger Services by the User who posted such content, but has no liability or responsibility to users for performance or nonperformance of such activities. Without limiting anything set out elsewhere in these Terms of Use, a User may notify Tanger of communications or content seemingly inconsistent with these Terms of Use by sending an email to [tangercomments@tangeroutlets.com](mailto:tangercomments@tangeroutlets.com). However, any action or inaction by Tanger shall not imply or impose any responsibility or liability on Tanger for the form, intent, or accuracy of the original or any subsequent content posted by, or communications between, users of Tanger Services.

## **PRIVACY POLICY**

Personal or other information collected or captured through User's use of Tanger Services shall be subject to Tanger's Privacy Policy, which is incorporated into these Terms of Use by reference.

## **CONTENT AND COMMUNICATIONS**

The Tanger Services and all included content are intended to provide useful and accurate information about the various Tanger Outlet Centers owned and/or managed by Tanger (collectively, the "Tanger Centers"), however from time to time the Tanger Services may contain inaccuracies or typographical errors. Tanger shall have no liability for the accuracy or completeness or use of, nor any liability to update, the information contained within Tanger Services. Tanger shall have no liability for content provided by third parties (e.g., merchants and retailers), including but not limited to sales, offers, coupons, giveaways, advertisements, promotions, pricing or similar information over which Tanger has no control, and any such third party offer, sale, purchase or other transaction and the use, posting, distribution, or publication of content shall not constitute or imply an endorsement, recommendation, advice, opinion or comment by Tanger nor is it an assurance of legality, quality or safety by Tanger. With the exception of Tanger Gift Cards sold directly by Tanger, any goods or services purchased by User

are purchased directly from the applicable merchant and the merchant is solely responsible to User for every aspect of such purchase.

Although Tanger is not obligated to screen communications or postings in advance and is not responsible for screening or monitoring the Tanger Services, or any element or component thereof, User acknowledges and agrees that Tanger has the right to monitor the Tanger Services in its sole discretion, and, notwithstanding anything to the contrary contained in the Privacy Policy, to disclose information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Tanger Services properly, or to protect itself or other users.

### **THIRD PARTY LINKS**

Tanger Services may include or provide links to third party sites. These links are only provided for the sake of convenience and do not imply, either directly or indirectly, that Tanger approves, authorizes, endorses or is affiliated with the linked site. Tanger makes no representations or warranties regarding the security, authenticity or accuracy of any such links or linked sites. User acts at his/her own risk by using any links provided or included on or within Tanger Services.

### **INTELLECTUAL PROPERTY AND RESTRICTIONS ON USE**

Tanger Services are the sole property of Tanger and are protected by copyright, trademark, trade dress, patent, trade secret, unfair competition, and other intellectual and proprietary rights (“IP Rights”). User’s limited license to use and access Tanger Services grants no express or implied rights to or interest in these IP Rights or the IP Rights of any third party. The trademarks, logos, and service marks displayed on or contained within Tanger Services (“Marks”) are the intellectual property of Tanger or the appropriate third parties. User may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, disassemble, reverse engineer or distribute any Marks or intellectual property of or contained within or on the Tanger Services, whether indirectly or directly, in whole or in part, without the express written consent of Tanger or the appropriate third party. User shall be solely liable for any damages resulting from any infringement of IP Rights or other proprietary rights, or any and all harm resulting from User’s use of Tanger Services. The inclusion of Marks of third parties should not be construed as an endorsement of or certification by such third party.

If User believes in good faith that any material included within Tanger Services infringes upon User’s works or intellectual property, User may notify Tanger at:

Tanger Outlet Centers  
Attention: Legal Department  
3200 Northline Ave., Suite 360  
Greensboro, North Carolina 27408  
Email: [Tangercomments@tangeroutlets.com](mailto:Tangercomments@tangeroutlets.com)

User should include in the Notice:

- 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 or other intellectual property claimed to have been infringed.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and 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 the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail 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.
- 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.

## **COPYRIGHT INFRINGEMENT CLAIMS**

From time to time Tanger may allow Users to post content to the Website. Any content posted by a User to the Website must be accurate, lawful and not in violation of the intellectual property rights of third parties. Tanger provides a process for submission of complaints concerning unauthorized posting of copyrighted content by Users. Tanger's policy and procedures are described below. It is also our policy, in appropriate circumstances and in our discretion, to disable and/or terminate access to posting content for Users who infringe or repeatedly infringe the rights of others or otherwise post unlawful content.

**Notice of Copyright Infringement** Tanger has designated a Copyright Agent to receive any Notices of Copyright Infringement. If you are a copyright owner or an agent of a copyright owner and believe that any User-posted content on the Website infringes your copyrights, you may submit a Notice pursuant to the Digital Millennium Copyright Act ("**DMCA**") (17 U.S.C. § 512) by completing this [Notice of Copyright Infringement Form](#) or sending a written communication to our Copyright Agent with the following information:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest believed to be infringed;
- b. A description of the copyrighted work believed to be infringed;
- c. A description specifying the location on the Website of the material believed to be infringing
- d. Your email address, mailing address and/or telephone number;
- 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 the law; and

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

Write or email us at:

Tanger Outlet Centers  
Legal Department  
ATTN: Tanger Copyright Agent  
3200 Northline Avenue, Suite 360  
Greensboro, NORTH CAROLINA UNITED STATES 27408  
[CopyrightClaims@tangeroutlets.com](mailto:CopyrightClaims@tangeroutlets.com)

Please note that incomplete Notices cannot be processed. For clarity, only notices regarding copyright infringement should be sent to the Copyright Agent using the above procedure. Any other feedback, comments, requests for technical support, or other communications, including communications about other forms of intellectual property, should be directed to Tanger at [Tangercomments@tangeroutlets.com](mailto:Tangercomments@tangeroutlets.com).

#### **LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTY**

Tanger is not responsible or liable for any damages to User's computer equipment (or whatever device is used to access the Tanger Services) or other property caused by viruses or any other malware that may infect the device while accessing or using Tanger Services or downloading any materials therefrom. In no event will Tanger be liable to User for indirect, general, special, incidental, consequential, exemplary or other damages (including, without limitation, damages for loss of profits, business interruption, corruption of files, loss of business information or any other pecuniary loss) whether based in contract, tort, strict liability or otherwise, which arises out of or is in any way connected with any use of Tanger service's or content found therein, even if Tanger has been advised of the possibility of such damages. No oral or written information or advice given by Tanger or others will create a warranty and neither User nor any third party may rely on any such information or advice. Some jurisdictions do not allow the exclusion of implied warranties or limitation or exclusion of liability for incidental or consequential damages, so the above exclusions and limitations may or may not apply to each individual user.

Tanger makes no warranty of any kind regarding the Tanger Services and/or any materials or content provided therein, all of which are provided on an "as is" basis. To the fullest extent permitted by law, Tanger disclaims all warranties including but not limited to the warranty of merchantability, the warranty of fitness for a particular purpose, and non-infringement of third party rights. Tanger makes no warranty that Tanger Services will be completely accurate, timely, secure, or otherwise satisfactory.

## **INDEMNITY AND RELEASE**

By visiting and utilizing Tanger Services, User agrees to release, indemnify and hold harmless Tanger, its directors, officers, employees, affiliates, subsidiaries, agents, contractors, and licensors from any and all claims, demands, debts, obligations, damages, costs and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed that User may have arising out of or in any way related to User's use or misuse of Tanger Services or User's breach of these Terms of Use, to the fullest extent permitted by applicable law.

## **JURISDICTION, CHOICE OF LAW, AND FORUM**

These Terms of Use and all Tanger Services are governed by the laws of the United States of America and the state of North Carolina without regard to conflict of law principles. Tanger makes no representation that Tanger Services, or content included therein, are appropriate or available for use in other locations. The exclusive jurisdiction for any claim, action, or dispute with Tanger relating to use of Tanger Services will be in the state and federal courts in North Carolina and the venue for adjudication and disposition of any claim, action, or dispute will be in the county of Guilford, North Carolina. User submits to personal jurisdiction of the courts located in Guilford County, North Carolina, for the purpose of litigating claims and disputes. To the fullest extent permitted by applicable law, no claim under these Terms of Use may be joined with or to any other claim, including but not limited to any legal proceeding involving other current or former users of Tanger Services, and no class action proceedings will be permitted.

## **ENTIRE AGREEMENT**

These Terms of Use constitute the entire agreement between Tanger and User with respect to Tanger Services and supersedes all prior or contemporaneous communications and proposals (whether written, electronic, or oral) between User and Tanger with respect to Tanger Services. The failure of Tanger to exercise or enforce any provision of this Agreement shall not operate or be construed as a continuing waiver or as a consent to a waiver of any subsequent breach hereof, or affect the ability to enforce such right at any time thereafter, unless in writing and signed by Tanger. The provisions of this Agreement shall be deemed severable such that the invalidity or unenforceability of any section of this Agreement, or any portion or provision thereof, shall not affect the validity or enforceability of the other portions or provisions. If for any reason a court finds any provision or term of this Agreement to be invalid or unenforceable then, to the fullest extent of the law, that provision shall be construed enforced to effect the intent of the parties, or in the alternative shall be stricken from the Agreement, and the remainder of the Agreement shall continue in full and given effect to the extent enforceable.

## **CONTACTING US**

Please contact us with any questions, comments or concerns about these Terms of Use.

Email: [tangercomments@tangeroutlets.com](mailto:tangercomments@tangeroutlets.com)

Mail: Tanger Outlet Centers  
3200 Northline Ave., Suite 360  
Greensboro, NC 27408