

## Glendale Galleria's License Plate Reader Usage and Privacy Policy

Effective Date: October 1, 2017

Glendale I Mall Associates, LP and Glendale II Mall Associates, LLC (collectively, "**Mall LLC**") and its security contractors ("**Security Contractors**") and together with Mall LLC "**Operators**") use and operate automated license plate readers ("**LPRs**") in Mall LLC's provision of parking services and parking lot access at Glendale Galleria ("**Mall**") (collectively, "**Parking Services**"), available to employees of tenants in Mall and to Mall guests visiting the property with the intention to shop, dine, attend a theater, or visit an office for business purposes (collectively, "**Shoppers**"). This License Plate Reader Usage and Privacy Policy ("**LPR Policy**") describes how Operators will collect, use and disclose information collected in connection with the LPRs. By utilizing the Parking Services, you agree to, and agree to comply with, the terms of this LPR Policy.

**Please read the LPR Policy carefully as it contains important information, including how any disputes must be resolved through arbitration or small claims court.**

### DATA COLLECTED

The LPRs use stationary cameras to capture 30 second video clips ("**Video Clips**") and/or still images ("**Images**") of vehicles parked on Mall property, or otherwise utilizing the Parking Services, and collect the location, date, and time that the data was collected (collectively with Video Clips and Images, the "**LPR Data**"). The LPRs' point of focus is the vehicles' license plate numbers. The LPR Data is input into a software program operated by Operators and hosted by and licensed from Park Assist, LLC ("**Park Assist**"). Operators have the capability to add additional information ("**Operator Data**") into the system; Operator Data, LPR Data, and the system are collectively the "LPR Dashboard".

### PURPOSES/SHARING DATA/CITATIONS

Mall LLC collects, uses and shares the LPR Dashboard for the following purposes: i) to provide the LPR Dashboard to law enforcement agencies in order for Operators to manage Mall security matters (e.g., for identifying stolen vehicles, locating suspected criminals, etc.) and for law enforcement agencies to manage their own law enforcement matters and serve our community; or, ii) to cooperate with law enforcement agencies, government requests, subpoenas, court orders or legal process; or, iv) to manage employee parking and general parking enforcement; or, v) to manage security matters; or, vi) to assist Shoppers with locating their parked vehicles; all as more particularly described herein.

- **Government Agencies, Law Enforcement, and Courts.** Operators may share the LPR Dashboard with law enforcement agencies, government entities to cooperate with law enforcement agencies and government entities or to comply with laws, regulations, court orders and subpoenas, and other similar requests for information by authorities.

- **Security; Law Enforcement.** Operators use the LPR Dashboard to manage Mall security, including without limitation, to identify vehicles known to be associated with persons banned from the Mall or of interest to Mall security. In addition, Operators may use and share the LPR Dashboard with law enforcement to enable law enforcement agencies to assist us in managing security at the Mall and to assist law enforcement in other valid law enforcement purposes, such as locating stolen cars or suspected criminals. Operators may also use and share the LPR Dashboard with other third parties as necessary to assist us in managing security.

- **Other Legitimate Uses.** Operators may use LPR Dashboard as necessary to maintain LPR system and other Mall LLC systems. Operators may use and share the LPR Dashboard if we believe such use or disclosure is necessary to enforce Mall LLC's rights, to protect the safety of Shoppers and other Mall guests or others when they access the property, and to assist us in fraud prevention or investigation.

- **Parking Management and Parking Assistance.** Operators use the LPR Dashboard, in conjunction with other information, to monitor, prevent, and remedy unauthorized use of our Parking Services, including enforcing Mall parking restrictions with the goal of reserving preferred parking spaces for Shoppers. Operators may use and share the LPR Dashboard with law enforcement or other third parties to assist us in managing parking. Additionally, the LPR Dashboard alerts Operators when the LPR system identifies a vehicle in the parking lot that is of interest to Operator. Operators may also use the LPR Dashboard to assist Shoppers with locating their vehicle.

Operator Data includes certain information including, without limitation, license plate numbers and information pertaining to people employed by tenants of the Mall ("**Employee Data**") as well as data related to security matters (e.g., vehicle information and reference numbers concerning past security incidents). The applicable user of the LPR Dashboard may issue a parking citation if a vehicle is improperly parked (e.g., the vehicle is a non-Shopper vehicle, or the vehicle is registered as belonging to a tenant employee and is not parked in the designated tenant employee parking areas as required). Any citation notice on a vehicle should be read carefully, as Operators may arrange for such vehicles

to be towed off the property as stated on the citation and at the owner's expense. Questions concerning towing or citations may be directed to the Mall manager. Questions concerning designated employee parking may be directed to the Mall manager, or an employee of a Mall merchant may consult with their employer and reference the tenant handbook maintained by their employer.

**Parking Assistance for App Users.** Mall LLC contracts with General Growth Services, Inc. ("**GGSI**") to manage and market the Mall. GGSI created a marketing app ("**App**") with a search feature designed to assist Shoppers with locating their parked car ("**Find My Car Service**") in the Mall parking lots and this App may be available at the Mall. If available at the Mall, a Shopper who activates this feature on the App may enter a portion of their license plate number in the App and more than one photo of a vehicle, with the license plate number obscured, will be displayed along with location information for the vehicles displayed. Information presented through the Find My Car Service may be inaccurate, incomplete or outdated. Data collected in order to provide the Find My Car Service is collected at various times of the day and therefore Mall LLC does not provide any guarantee that such information is accurate. We anticipate that the information will be helpful to an average Shopper who parks for an average amount of time to shop. It is not meant to assist someone who parks for an extremely short period of time or leaves a vehicle in the parking lot for any amount of time that exceeds shopping center hours on a given day. App users agree to GGSI's Privacy Statement and Terms of Use ("**GGSI Agreement**"). This LPR Policy forms a part of the GGSI Agreement and is incorporated therein by reference. **The GGSI Agreement is available on Mall's website, visit [GlendaleGalleria.com](http://GlendaleGalleria.com) and see the link labeled "Privacy & Terms of Use". Please review the GGSI Agreement carefully as it contains important information, including how any disputes between you and GGSI must be resolved through arbitration or small claims court.** To the extent the LPR Policy conflicts with the GGSI Agreement, the LPR Policy will govern.

#### **AUTHORIZED USERS OF THE LPR SYSTEM/RECORD OF ACCESS/MONITORING THE LPR SYSTEM AND THE LPR DATA**

Authorized users of the LPR Dashboard may include the following people working for, or supporting, Mall management and/or employed by a subsidiary of GGP Inc., which has an ownership interest in the Mall: General Manager, Assistant General Manager, Associate Operations Manager, Operations Manager, Sr. Director, Security Systems, Directors of National Operations, and the VP of Security ("**Mall Employees**"). In addition, authorized users of the LPR system may include the following people employed by Security Contractors: Security Director, Regional Director, Assistant Security Director, Security Supervisor, Security Dispatcher, and Security Officers ("**Contractor Employees**"). Park Assist, as the developer, may also access the LPR Dashboard. The General Manager, VP of Security, and a Director of National Operations are responsible for providing or limiting access to the above named parties. The General Manager ("**Custodian**") of the mall is the official custodian of the LPR Data and is responsible for how it is used. Mall Employees and Contractor Employees, who have a legitimate business need, are authorized to use and access the LPR Dashboard after they have been made aware of the policies that govern the program. Mall LLC trains Mall Employees who have access to the LPR Dashboard on how to use the LPR Dashboard, and on the policies that govern the program. Security Contractors train their employees who have access to the LPR Dashboard on how best use the LPR Dashboard, correct errors, and on the policies that govern the program.

Park Assist takes reasonable measures to ensure the accuracy of LPR Data and to use tools to monitor and improve performance of the LPR system. Mall LLC believes that the LPR Data is accurate, but does not check its accuracy; Mall LLC will correct known inaccuracies. Operators maintain a record of access and the official custodian of the LPR Data may audit such records from time to time. Operators and Park Assist have implemented reasonable security procedures and practices designed to protect the LPR Dashboard as required by applicable law and the Custodian will conduct periodic audits of Mall LLC's use of the system.

#### **RETENTION AND DESTRUCTION OF DATA CAPTURED BY THE LICENSE PLATE READERS**

Video Clips captured by the LPR system will automatically be deleted after 30 days; although Images are deleted when no longer needed, the data obtained from the Images may be retained indefinitely. Should any information from the LPR Dashboard be needed to assist with a security or law enforcement matter, it may be retained indefinitely, in paper and electronic form, as part of the security file until it is determined it is no longer needed; in addition, it may be shared with law enforcement who may retain it in accordance with their own retention policy. LPR Data may also be retained for a longer period if required by law or other legal process. Any information in the LPR Dashboard and shared with a law enforcement agency is subject to that agency's applicable policies.

**ARBITRATION & CLASS ACTION WAIVER** By using the Parking Services in any way, you unconditionally consent and agree that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) you may have against the officers, directors and employees of Mall LLC and its parent, subsidiaries, affiliates (all such individuals and entities collectively referred to herein as the "**Company Entities**" or singularly as "**Company Entity**") arising out of, relating to, or connected in any way with the Parking Services or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS in accordance with the JAMS Comprehensive Arbitration Rules and Procedures, available [www.jamsadr.com](http://www.jamsadr.com), as modified by this agreement to arbitrate; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("**FAA**"), 9 U.S.C. §§ 1-16; (3) the arbitrator's decision shall be controlled by this LPR Policy and any of the other agreements that the applicable user may have entered into with the Company Entities; (4) the arbitrator shall apply Illinois law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized

at law; (5) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your and/or the applicable Company Entity's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (6) the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim without affecting other individuals; (7) the arbitrator shall not have the power to award punitive damages against you or any Company Entity; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any Company Entity exceed \$125 USD, and you are unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Mall LLC agrees to pay them and/or forward them on your behalf, subject to ultimate allocation by the arbitrator; in addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Mall LLC will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (5) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (5) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor the Company Entities shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

ACCORDINGLY, YOU ACKNOWLEDGE THAT YOU MAY NOT HAVE ACCESS TO A COURT, TO CLASS OR REPRESENTATIVE PROCEDURES, OR TO A JURY TRIAL. Notwithstanding any other provision of the LPR Policy, the Company Entities may resort to court action for injunctive relief at any time. Further, notwithstanding any other provision of the LPR Policy, you and the Company Entities may mutually agree to resolve any claim, dispute or controversy in small claims court.

#### **UPDATES/EXCLUSIONS**

Mall LLC reserves the right to update this LPR Policy from time to time. Any changes to the LPR Policy will be posted to this page, and we will note the date when such changes become effective. Therefore, please check this LPR Policy periodically. The updated LPR Policy will apply to any LPR Data collected from the effective date of such update. This LPR Policy only applies to that which is collected by LPRs utilized at the Mall. It does not pertain to information collected by Mall LLC in any other manner.