American College Foundation Website **Terms of Use**
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1. Acceptance of Terms

These Website Terms of Use (these "**Terms**") govern your access to websites and related services operated by or on behalf of American College Foundation ("**ACF**" "**we**" or "**us**"). These Terms are important and affect your legal rights, so please read them carefully.

NOTE THAT SECTION 14 AND 15 OF THESE TERMS CONTAINS A MANDATORY ARBITRATION PROVISION AND A CLASS ACTION WAIVER THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS AND LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF CERTAIN DISPUTES AND YOU ABILITY TO BRING CLAIMS OTHER THAN IN YOUR INDIVIDUAL CAPACITY.

By accessing or using https://americancollegefoundation.org/ and our various related websites, products, and services, scholarship applications, and information request related services, and email communications and forms (collectively, the "**ACF Services**"), you agree to be bound by these Terms and all of the terms incorporated herein by reference.

You must be 13 years of age or older and reside in the United States or any of its territories to use the ACF Services. By accepting these Terms, you represent that you have the legal authority to do so. If you are between 13 and the age of majority in your state and otherwise not emancipated, a parent and/or guardian agrees to these Terms on your behalf. If you have accepted these Terms on behalf of any person or entity, you represent that you have legal authority to do so and that such person or entity agrees to be responsible to us if you or such person or entity violates these Terms. If you do not agree to every provision of these Terms, you may not, and we do not authorize you to, access or use the ACF Services or any features provided therein.

By accessing or using the ACF Services, you represent and warrant that you have not been previously suspended or removed from the ACF Services or engaged in any activity that could result in suspension or removal from the ACF Services.

You should not construe ACF's publication of any content found on the ACF Services as an endorsement by ACF of the views expressed therein, or any warranty or guarantee of any strategy, recommendation, or action made by the author of such content.

We may revise these Terms at any time for any reason and may provide you notice of these changes by any reasonable means, including through the ACF Services. You can determine when we last updated these Terms by referring to the "Last Updated" legend at the top of these Terms. Except to the extent that your express consent to any revised Terms is required under applicable law, by continuing to access, browse or use the ACF Services, you agree to any revised Terms. If you do not agree to any revised Terms, you may not and we do not authorize you to use the ACF Services. We strongly recommend that you periodically visit this page to review these Terms.

The information presented on or through the ACF Services is made available solely for general information purposes. Please be advised that all college costs and funding estimates and data are projections only. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the ACF Services, or by anyone who may be informed of any of its contents.

2. User Registration

In order to access and use certain areas or features of the ACF Services, you may need to provide certain information and/or answer certain questions, and/or fill out certain forms and/or applications.

You agree to (a) provide accurate, current and complete information, (b) maintain and promptly update, as necessary, your information, (c) be responsible for the acts or omissions of any third party who has authority to access or use the ACF Services on your behalf, and (d) immediately notify us if you discover or otherwise suspect any security breaches related to the ACF Services. If you provide information that is untrue, inaccurate, not current or incomplete, we may suspend and/or terminate your current or future use of the ACF Services.

By providing information and/or answering questions, you also consent to receive electronic communications from ACF (e.g., via email or by posting notices to the ACF Services). You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy.

We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

3. Right to Access and Use the ACF Services and Content

Unless otherwise indicated in writing by us, the ACF Services and all content and other materials contained therein, including, without limitation, any ACF service mark or logo and all designs, text, graphics, pictures, information, data, software, other files, features and functionality, and the selection and arrangement thereof (collectively, "**Content**") are the property of ACF or our licensors or users, as applicable, and are protected by U.S. and international copyright and other laws.

Subject to these Terms, you are hereby granted a limited personal, revocable, non-exclusive, non-transferable, non-sublicensable right to access, view and make personal, non-commercial use of the ACF Services and Content. All rights not expressly granted herein are reserved. You do not acquire any ownership interest in the ACF Services or Content under these Terms, or any other rights thereto other than to use the ACF Services in accordance with the rights granted by, and subject to all terms, conditions and restrictions of, these Terms.

You do not have any right to, and you shall not, directly or indirectly: (a) sell, resell or use commercially the ACF Services or Content, (b) distribute, publicly perform or publicly display the ACF Services or any Content, (c) modify or otherwise make any derivative uses of the ACF Services or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than page caching) any portion of the ACF Services or Content, except as expressly permitted by us, (f) use the ACF Services to stalk, threaten, or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity; (g) interfere with the ACF Services or servers or networks used in connection with the ACF Services; or (h) use the ACF Services or Content other than for their intended purposes.

Any use of the ACF Services or Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the right of access and use granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Except as expressly permitted herein, nothing in these Terms shall be construed as conferring any right or license to any patent, trademark, copyright or

other intellectual or proprietary rights of ACF or any third party, whether by estoppel, implication or otherwise.

You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit any Content.

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the ACF Services (or any features or parts thereof) at any time.

4. Trademarks

The ACF logo, and any other ACF product or service names, trademarks, logos, or other indicia that may appear on the ACF Services ("**Marks**") are the property of ACF or its subsidiaries, affiliates or third parties, and may not be copied, imitated or used, in whole or in part, without our prior written permission. Nothing contained in these Terms and/or the ACF Services shall be construed as granting, by implication or otherwise, any license or right to use any such Marks without the prior written permission of ACF or such third party that may own such Marks.

5. School Counselors and School Representatives

If you are a school counselor or school representative, you may be provided access to certain flyers, brochures, and promotional materials accessible through the ACF Services. You agree to use the accessible materials only as provided and without modification. You agree not to use the ACF logo and ACF Marks in any way that may falsely represent ACF and/or the ACF Services, or suggest any endorsement, sponsorship, or association by ACF with any school, product, or service, or in any way that may harm ACF, its business, products, and/or services.

6. Legal Requirements; Privacy Policy

Our Privacy Policy describes how we handle the personal information you provide to us when you use the ACF Services. For an explanation of our privacy practices, please visit our Privacy Policy located at: https://americancollegefoundation.org/wp-content/uploads/2024/02/ACF_Privacy_Policy.pdf

7. User Content

You are solely responsible and liable for all data, information and other materials ("**User Content**") that you submit, upload, post, e-mail or otherwise transmit ("**Transmit**") in connection with the ACF Services. In addition, we have no control over, and shall have no liability for, any damages resulting from the use (including without limitation, republication) or misuse by any third party of information made public through the ACF Services. IF YOU CHOOSE TO SUBMIT TO US, OR OTHERWISE MAKE ANY USER CONTENT PUBLICLY AVAILABLE, YOU DO SO AT YOUR OWN RISK AND WE SHALL HAVE NO LIABILITY THEREFOR.

You agree that you will not, and will not permit anyone else to, directly or indirectly: (a) Transmit any User Content that is unlawful, harmful, threatening, abusive, hateful, obscene, harassing, tortious, defamatory, libelous, slanderous, pornographic, profane, vulgar, offensive, lewd, invasive of another's privacy or racially, ethnically or otherwise objectionable; (b) Transmit any User Content: (i) that you do not have the right to Transmit, under any law or contractual or fiduciary relationships, including, without limitation, any

inside information or proprietary or confidential information; (ii) that infringes any patent, copyright, trademark or other intellectual property right or misappropriates any trade secret or right of privacy of any third-party; (iii) that constitutes unsolicited or unauthorized advertising or promotional materials, "spam," "chain letters," or pyramid schemes; or (iv) that contains any software routine, code, instruction or virus that is designed to disable, delete, modify, damage or erase software, hardware or data; or (c) forge headers or otherwise manipulate identifiers in order to disguise any User Content Transmitted through the ACF Services.

Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content posted or stored on the ACF Services at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the ACF Services at your sole cost and expense.

8. Rights in User Content

We do not claim any ownership interest in User Content. However, by uploading, posting or submitting User Content to the ACF Services, on our forms or applications, or to our pages or feeds on third-party social media platforms (e.g., ACF's Facebook page, LinkedIn page or Twitter feed), you hereby grant ACF a nonexclusive, royalty-free, worldwide, perpetual, irrevocable and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and publicly display your User Content, in whole or in part, in any manner or media and for any purpose whatsoever at our sole discretion, including, without limitation, for publicity, promotional, advertising, trade, business, illustration, artistic and other commercial and noncommercial purposes. However, ACF will only share personal information that you provide in accordance with our Privacy Policy.

You agree that ACF may disclose or use any User Content for any purposes permitted under applicable law, including, but not limited to: (a) enforcing these Terms; (b) complying with any laws, regulations or rules of any federal, state or local government or agency; (c) responding to claims that any User Content violates the rights of third parties; or (d) protecting the rights or property of ACF, its customers or the public.

9. Feedback

Separate and apart from User Content, you can submit questions, comments, suggestions, ideas, original or creative materials or other information about ACF, or the ACF Services (collectively, "**Feedback**"). Feedback shall become the sole property of ACF. ACF shall own exclusive rights, including, without limitation, all intellectual property rights, in and to Feedback and shall be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

10. Third-Party Sites

We have not reviewed all of the websites linked to the ACF Services and are not responsible for the content of any third-party pages, any other websites linked to the ACF Services, or any products or services offered by third parties. Nothing in the ACF Services, including, without limitation, any links to other websites, should be construed as an endorsement by ACF of any products, services, or information of any other persons or companies. Your choice to access a link to any other website is at your own risk, and you agree to comply with all terms and conditions relating to such websites. ACF reserves the right not to link, or to remove the link, to a particular website at any time.

Any links to third-party websites are provided as a convenience to you and are neither owned nor operated by ACF. We have no control over these linked websites and make no representations or warranties with respect to these linked websites or third-party products or services. Your viewing and use of any third-party websites is at your sole discretion and risk.

11. Indemnification

You shall indemnify, hold harmless, and, at ACF's option, defend ACF and its affiliates and subsidiaries from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by ACF resulting from any third-party claim, suit, action or proceeding relating to or arising from your use of the ACF Services, any User Content, any Feedback you provide, any violation of these Terms by you, or any other act or omission by you, including your violation of any rights of another, arising from your use of the ACF Services or any of its features. You further agree that ACF shall have control of the defense or settlement of any third-party claims unless ACF exercises its option to require you to defend ACF. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and ACF.

12. General Disclaimers

THE ACF SERVICES AND THE CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ACF DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE ACF SERVICES; (B) CONTENT; (C) USER CONTENT; OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO OR FROM THE ACF SERVICES. ACF HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THAT ANY RESULTS WILL BE ACHIEVED, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

ACF DOES NOT REPRESENT OR WARRANT THAT THE ACF SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE ACF SERVICES OR THE SERVERS THAT MAKE THE ACF SERVICES AVAILABLE ARE FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. ACF DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE ACF SERVICES IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE ACF SERVICES IS AT YOUR SOLE RISK. ACF DOES NOT WARRANT THAT YOUR USE OF THE ACF SERVICES IS LAWFUL IN ANY PARTICULAR JURISDICTION. ACF SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS.

BY ACCESSING OR USING THE ACF SERVICES YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE ACF SERVICES.

13. Limitation of Liability; Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ACF BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND

(INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS TO OR USE OF THE ACF SERVICES (INCLUDING, BUT NOT LIMITED TO, USER CONTENT AND LINKS TO THIRD-PARTY WEBSITES), OR THE ORDER, RECEIPT OR USE OF ANY PRODUCT OR SERVICE, OR OTHERWISE RELATED TO THESE TERMS (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM ACF, OR FROM EVENTS BEYOND ACF'S REASONABLE CONTROL, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED) OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF ACF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF ACF ARISING OUT OF OR IN ANY WAY RELATED TO THE ACF SERVICES EXCEED ONE HUNDRED DOLLARS ($100). THE FOREGOING LIMITATIONS SHALL APPLY EVEN IN THE EVENT YOUR REMEDIES HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE, AND THE FOREGOING SHALL CONSTITUTE ACF'S SOLE LIABILITY AND OBLIGATION IN RESPECT HEREOF.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE 1542, WHICH STATES "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

14. Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH ACF AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

YOU AND ACF AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OR THE ACF SERVICES SHALL BE FINALLY DECIDED BY BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION GOVERNING CONSUMER DISPUTES.

Arbitration uses a single, neutral arbitrator to decide a dispute (instead of a judge or jury); arbitration allows for more limited discovery than in a court case; and the arbitration process and result is subject to very limited review by courts. In an arbitration you have the right, at your expense, to be represented by an attorney of your choosing. Arbitrators can award the same damages and relief under these Terms that a court can award under these Terms. You and ACF agree that any in-person arbitral hearing would occur in the United States in the same county and state as your billing address. ACF further agrees that your filing fee for an arbitration will be capped at the amount set by the American Arbitration Association. You agree that, by agreeing to these Terms, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and ACF are each waiving the right to a trial by jury and/or to participate in a class action. This arbitration provision shall survive termination of these Terms and the termination of your use of the ACF Services. Further, unless both you and ACF agree otherwise, the arbitrator may not join or consolidate more than one person's claims with your claims and may not

otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. 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.

15. Class Action Waiver

REGARDLESS OF THE FORUM, YOU AND ACF AGREE THAT 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.

16. Termination

Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the ACF Services at any time and for any or no reason, and you acknowledge and agree that in such event we shall have no liability or obligation to you.

17. Governing Law and Jurisdiction

ACF operates the ACF Services from Massachusetts, U.S.A. These Terms and the transactions they contemplate, including without limitation their interpretation, construction, performance and enforcement, shall be governed by the laws of the State of Massachusetts, U.S.A., including its statutes of limitations, but without reference to conflict or choice of law provisions. The International Convention on the Sale of Goods, and other international treaties that are not mandatory with respect to contracts made and performed entirely in Massachusetts shall not apply.

18. Notice

All notices, demands, or consents given by you under these Terms will be in writing and will be deemed given when delivered to ACF at the following contact: admin@americancollegefoundation.org. Any notices to you may be made via either e-mail or postal mail to the address in ACF's records or via posting on the ACF Services. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

Persons with disabilities who need assistance accessing these Terms may contact us as provided for in this Section, and depending on your individual needs, we will grant reasonable requests to furnish these Terms in an alternative format.

19. Severability

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

20. Miscellaneous

The ACF Services are hosted in the United States of America. If you are located outside of the United States of America and you contact us, please be advised that any information you provide to us will be transferred to the United States of America and that by submitting information, you explicitly authorize such transfer.

These Terms constitute the entire agreement between you and ACF relating to your access to and use of the ACF Services. These Terms, and any rights granted hereunder, may not be transferred or assigned by you without the prior written consent of ACF. No waiver of any provision of these Terms will constitute a waiver of such provision in any prior, concurrent or subsequent circumstance, and ACF's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity.