

Terms of Use and Privacy Policy

IMPORTANT—READ CAREFULLY: By becoming a member of the People of America Foundation’s Americans All program at no charge and upgrading that membership to join the Social Legacy Network, **YOU HEREBY AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND PRIVACY POLICY. IF YOU DO NOT AGREE, DO NOT COMPLETE YOUR REGISTRATION.**

The People of America Foundation (Foundation) is the parent organization of Americans All, a unique, community-outreach program that specifically benefits students participating in non-academic school activities, and supports the businesses and professional service providers in their local communities. It supports legacy preservation. Its fully developed storytelling tool is an ideal vehicle to help our nation focus on its commonalities, rather than its differences. By sharing stories, we can all recognize the contributions of every individual, while reinforcing the values of diversity and respect, and promoting tolerance, acceptance, empathy, and understanding. and excellence in K–12 social studies instruction.

The Americans All Benefit Corporation is the Foundation’s marketing and operations arm. The Foundation enables individuals, schools, and nonprofit organizations (sponsors) to capture and record the personal histories and life experiences of those important to them (honorees) at no cost. Businesses pay a nominal fee (currently \$98/year in two installments) to our marketing partner, the Americans All Benefit Corporation, to share their stories, expand their outreach and provide discounts on goods and services to our members. After a one-year free trial, our members can join the Benefit Corporation’s program to continue receiving discounts on goods and services for a small monthly fee of \$4/month so that they and their families can continue to receive benefits. We will not invoice members for the Social Legacy Network without their permission.

Legacy stories reflect members’ views and are not vetted for accuracy. However, all text is filtered through a third-party, secure Profanity App to ensure that they do not contain inappropriate language. If requested, our editorial staff can override the App if they feel the identified word or phrase is acceptable by today’s standards.

We comply with the “Children’s Online Privacy Protection Act” of 1998 and therefore disallow children under 13 from putting personal information on our site. The program focuses on high school juniors and seniors. Juniors maintain their free membership until their class graduates and seniors maintain their free membership for one full year after they enroll, even if they have graduated prior to their one-year expiration date.

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Terms of Use

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2. Upload or transmit any content that is knowingly false in an attempt to deceive a reader.
3. Upload or transmit any content that would constitute or encourage a criminal offense, violate the rights of any party, or would otherwise create liability or violate any local, state, national, or international law, including without limitation, the regulations of the U.S. Securities and Exchange Commission, any rules of any securities exchange such as the New York Stock Exchange, the American Stock Exchange, or the NASDAQ;
4. Upload or transmit any Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party. By posting any Content, you represent and warrant that you have the lawful right to distribute and reproduce such content;
5. Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; and
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The Foundation shall have the right, but not the obligation, to monitor any activity and Content associated with this site and to remove any content that does not meet its "General Terms and Conditions." Should a story be removed, the Foundation has the right, but not the obligation, to block the e-mail address of the creator of said content.

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You are and shall remain solely liable for the entire content of any Content, messages or other information you upload or transmit to the Foundation for posting on this Website. You agree to indemnify and hold the Foundation harmless from any claim, action, demand, loss, or damages (including attorney's fees and other costs) made or incurred by any third party arising out of or relating to your conduct, your violation of any of these terms and conditions, or your violation of any rights of a third party.

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5. Submissions

You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials, or other information, provided by you in the form of e-mail or submissions to the Foundation are deemed neither confidential nor privileged, and shall become the sole property of the Foundation. Pursuant to rights existing under copyright law, the Foundation shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

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trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by the Foundation.

6. Removal of a story from the Heritage Honor Roll

In addition to being published on the Americans All Heritage Honor Roll, members can get more exposure for a story by entering the 6-digit ID number of a Legacy Partner(s) to host their story on their landing page. If a Legacy Partner(s) you wish to host your story is not listed, ask them to register for Americans All and join our Legacy Partner Alliance. There is no cost for a nonprofit or a school to become a Legacy Partner.

You can always add Legacy Partners to host your story by going to your “Welcome Back” page and clicking on “Share my legacy story with a Legacy Partner” under the “Actions” tab. To facilitate sharing your story with others, each story is assigned a six-digit identification number preceded by “/node/” (e.g., /node/123456). After you have published your story, that identification information appears on your “Welcome Back” page under “Subject of Story.” You can now easily share your story with others by using your customized URL (e.g., www.americansall.org/node/123456).

Because they control their landing page(s), an organization can remove or reinstate a legacy story from its landing page at its discretion. You will receive an email from us if that happens. Please contact them directly to see if your story was removed in error, and if it was, ask them to reinstate it, which they can easily do. However, if a member has the same story removed from more than three Legacy Partner landing pages without providing Americans All with a valid explanation, Americans All has the right to remove that story from the Heritage Honor Roll.

7. Limitation of Liability

IN NO EVENT SHALL THE FOUNDATION BE LIABLE FOR ANY DIRECT, SPECIAL, OR INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, IN ANY LEGAL OR ADMINISTRATIVE ACTION IN CONTRACT, TORT OR EQUITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF CONTENT POSTED ON THE FOUNDATION WEBSITE OR THE MATERIALS CONTAINED OR ACCESSED THEREFROM. IT IS NOTED THAT SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL DAMAGES. IN SUCH INSTANCES THE AGGREGATE LIABILITY OF the FOUNDATION (WHETHER CONSTRUED AS CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER LEGAL THEORY) ARISING OUT OF OR RELATING TO THE USE OF CONTENT ON THE FOUNDATION SITE SHALL BE DEEMED LIQUIDATED DAMAGES AND SHALL NOT EXCEED \$49.00.

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This agreement shall be governed by and construed in accordance with the laws of the State of MARYLAND, applicable to agreements made and entirely to be performed within the State of MARYLAND, without resorting to its conflict of law provisions. You agree that any court action at law or in equity arising out of or relating to these terms and conditions must be filed only in BETHESDA, MARYLAND, if a matter of state jurisdiction, and in BALTIMORE, MARYLAND, if a matter of federal jurisdiction. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these terms and conditions.

9. Modification and Amendments

The Foundation reserves the right to amend at any time its policies governing its Website, including this agreement, by posting on its Website the amended terms, and such posting shall constitute legal notice of such amendments to you. The amended terms shall be effective immediately upon posting. If you do not accept the amended terms, you shall cease using the Foundation Website, upon written notice from you, will remove your Content from its Site. Your continued use of the Foundation Website shall constitute acceptance of your modifications or amendments.

10. Termination

Notwithstanding anything herein to the contrary, or any oral representations made to you, The Foundation reserves the right, without notice to you, and in its sole discretion, to terminate your Content on its Website, and to block or prevent future access to and use of such Content.

10. Severability

If any provision of these terms and conditions shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from all other terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

Privacy Policy

11. Policy

The Foundation provides and maintains this website for the use of students (including their families and sponsors of the program), who attend public, private, and homeschools participating with the program, and to aid schools, school systems, and other educational institutions in providing educational materials relating to the founding and populating of the United States of America since its inception to the present time. The education resources are also provided to Social Legacy Network members and their families as part of their membership fee. In the utilization of the Website for the purpose of obtaining, organizing, and making available course material for students in primary, middle, and secondary schools, and in order for students to utilize these resources, it will be necessary on occasion for individuals to enter, in a participatory process, and for the Website to gather, personal information.

The following is provided for those who will, either as students, teachers, administrators, or sponsors, enter personal information into forms within the Website so that the use and safeguarding of such information as may be required by such forms will be understood by those entering the information.

12. Information Collected

The Foundation collects no personal information about you except that which you provide voluntarily. Information is never published or shared with third parties, except as required by law. The Foundation never creates individual profiles nor gives any personal information for commercial purposes.

The Foundation has the option to collect: (a) Automatically collected information; (b) Information collected for tracking and customization (Cookies); and (c) Personal information.

a. Automatically Collected Information

If you only browse, read, or download Website material, the Foundation reserves the right to gather and retain technical information such as your:

- Domain name
- IP address
- Browser
- Operating System
- Date & Time of your visit
- Pages you visit
- User name to log in
- URL of the website you may have linked in from

We use this data to improve the usefulness of our website.

b. Cookies are small files placed on a visitor's hard drive by the visited server. There are two types of cookies—session and persistent.

- Session cookies last only as long as your Web browser is open and disappear when you close your browser. Persistent cookies store information on your computer for longer periods of time.
- We do not use persistent cookies, but some of our Web pages have session cookies to facilitate use of those pages; these disappear when you terminate a web session and close your browser.

c. Personal Information

We may collect personal information (name, address, telephone number, e-mail address, transaction information, credit card information) when you become a member or register for the Social Legacy Network, webinars, inquire about our services, create an account, sign up for e-mail updates, newsletters and announcements, and if, in the future, you place an order on our s or make a purchase. We shall keep your data in a secure database but not store any specific credit card data. If you choose to provide personal information, we use it to respond

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You should close your browser completely after leaving a website that uses cookies. You can set your browser to prompt you before it accepts a cookie. Note that e-mail is not necessarily secure. We thus urge that you not send personal information in an e-mail. Use postal mail or secure Websites instead.

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Our computer system monitors net traffic to detect unauthorized attempts to upload or change information or otherwise cause damage to our website or databases. Anyone using this system consents to routine monitoring for abuse evidence of unlawful activity may be provided to law enforcement.

Unauthorized attempts to upload or change information are prohibited and may be punishable by law.

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