## Lakuma Foundation's Gift Acceptance Policy, Privacy Policy, and Terms of Service

#### **Gift Acceptance Policy**

Lakuma Foundation solicits and accepts gifs that are consistent with our mission and values that support our programs and goals. Special donations and other forms of support will generally be accepted from individuals, and organizations such as partnerships, corporations, foundations, government agencies, or other entities subject to limitations:

Restrictions that would deem gifts to be unacceptable may include gifts that 1) would result in violation of organization documents, 2) may jeopardize status as a 501c3 tax exempt organization under federal and state law, 3) are too difficult or too expensive to administer in relation to their value, 4) would result in any unacceptable consequences, or 5) are for purposes outside Lakuma Foundation's mission and values. Decisions on the restrictive nature of a gift, and its acceptance or refusal, shall be made by the Board.

## **Lakuma Foundation Privacy Policy**

Last Updated 1.20.2025

**Lakuma Foundation** is committed to maintaining the confidentiality, integrity, and security of your personal information and has created the following policy "Privacy Policy" or "Policy" to inform you about the type of information we gather about you when you visit our Website located at https://lakuma.foundation/ and use our Services.

Please read this document prior to using our Website and/or any of the Services we offer. By using this Website and our Services, you consent to the data practices described in this Policy. We may make changes to this Privacy Policy by posting an updated version of the Privacy Policy on our Website. It is your responsibility to review the Privacy Policy frequently and remain informed about any changes to it, so we encourage you to visit this page often.

## **The Information We Collect:**

"Personally Identifiable Information" is any information that may be used to identify an individual, including, but not limited to, a first and last name, home or other physical address, an email address, phone number or other contact information, whether at work or at home. Lakuma Foundation may request Personally Identifiable Information from you when you register to use our Website and Services, and at various other locations on our Website such as message boards, blogs and surveys, for example we may collect name and job title, email addresses, demographic information, and other information relevant to the customer experience. If you do not want your Personally Identifiable Information collected, please do not submit it to us.

Non-personally identifiable information ("non-Personal Information") is information that, by itself, cannot be used to identify or contact you. Examples of this type of information include the type of Internet browser or computer operating system you use, demographic information (your age, gender, income, education, profession, zip code, etc.), the date and time you visited our Website, the pages you accessed, the name of the website from which you linked to our Website and other anonymous data involving your use of our Website. We use this information to analyze trends and gather broad demographic information for aggregate use. This information is not linked to any Personally Identifiable Information.

#### **How We Collect This Information:**

<u>Website usage</u>. We track visitors to our Website. This data allows Lakuma Foundation to provide the best service possible by helping to ensure the health of the network and services, developing and deploying new business services, researching, improving and maintaining our existing business services and providing customized services to our users.

<u>Cookies</u>. When you visit our Website we may utilize cookies, which are small files that are placed on a computer. A cookie contains a string of characters to identify your browser and may be used to help provide a more customized user experience. Most internet browsers are set by default to accept cookies, and if you have opted not to accept cookies, you may experience some functionality issues in using some of the features of our Website.

<u>Log files</u>. When you view a website, your browser sends data about your computer system to the web server. Our servers capture this information which may include browser type, time of day, IP address, or cookie and language information. We capture this data when you visit our Website.

<u>Links</u>. Our servers may keep track of links within our Website that you may click on when viewing content. This data is used to better provide content to our users. This data is used to better provide content to our users.

Web Forms and Data You Provide to Lakuma Foundation. When you complete one of our online forms, we ask for data about you (name address, email address, etc.) This data is designed to help our internal staff better meet your needs. We may use, combine, or track this data with other services and features of Lakuma Foundation to provide a better user experience and increased functionality. For some services, we may provide the opportunity for you to opt out of the combining of such data.

<u>Email submissions</u>. We may keep records of all email communications sent to Lakuma Foundation. These emails may be processed and used to provide feedback, answer questions, or service some other request.

Other data. We may collect other non-public personal information concerning you provided by you on applications, contracts or other forms furnished to Lakuma Foundation, or through other interactions you have with Lakuma Foundation.

#### **Children's Information**

The Services and Website are not directed to, nor knowingly collect information from, children under the age of 13. If you become aware that your child or any child under your care has provided us with information without your consent, please contact us at the contact information listed below.

#### **California Privacy Rights**

If you are a resident of California, you may have the right to request and receive information on any third parties to whom Lakuma Foundation has disclosed personal information for marketing purposes within the previous calendar year, along with the type of personal information disclosed. If you would like to make such a request, please contact us at the contact information listed below. California Shine the Light. The California "Shine the Light" law permits users who are California residents to request and obtain from us once a year, free of charge, a list of the third parties to whom we have disclosed their personal information (if any) for their direct marketing purposes in the prior calendar year, as well as the type of personal information disclosed to those parties.

#### **State Privacy Rights**

- FOR VERMONT RESIDENTS: We will not share information we collect about you with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account.
- FOR NEVADA RESIDENTS: We are providing this notice to you pursuant to Nevada law. If you prefer not to receive marketing calls from us, you may <a href="lakuma.foundation@gmail.com">lakuma.foundation@gmail.com</a>. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protections, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101, phone number (702) 486-3132, email BCPINFO@ag.state.nv.us.

State laws may also provide you with specific privacy protections. We will comply with applicable state laws with respect to our use of your information.

## **GDPR Information**

If you are within the European Union, you are entitled to certain information and have certain rights under the General Data Protection Regulation. Those rights include:

- You may opt-out of future email communications by following the unsubscribe links in our emails. You may also notify us at lakuma.foundation@gmail.com to be removed from our mailing list.
- You may access the personal information we have about you by submitting a request to lakuma.foundation@gmail.com.
- You may contact lakuma.foundation@gmail.com to amend or update your personal information.
- You may request that we erase or forget your personal data. To do so, please submit a request to lakuma.foundation@gmail.com.

We will retain any information you choose to provide to us until the earliest of: (a) you asking us to delete the information, (b) our decision to cease using our existing data providers, or (c) we decide that the value in retaining the data is outweighed by the costs of retaining it.

You have the right to lodge a complaint with a supervisory authority that has jurisdiction over issues related to the General Data Protection Regulation.

We require only the information that is reasonably required to enter into a contract with you. We will not require you to provide consent for any unnecessary processing as a condition of entering into a contract with us.

# **How We Use This Information:**

We do not provide your personal information to mailing list vendors or solicitors, and do not sell any information.

As part of the service you have purchased from Lakuma Foundation, we will, with your permission, disclose limited information to attorneys, accountants, custodians, brokerages, banks and other institutions with which you have established a relationship. You may opt out from our sharing information with these third parties by notifying us at any time by telephone, mail, fax, email, or in person.

We require this information to understand clients needs and provide quality service, and in particular this information is used for internal record keeping, to improve services, to send relevant updates and educational information, and market research.

We require strict confidentiality in our agreements with unaffiliated third parties that require access to your personal information. Federal and state securities regulators may review our company records and your personal records as permitted by law.

Furthermore, we restrict access to your non-public personal information to those persons who require such information to provide products or services to you. All records containing your non-public personal information are also maintained at the service providers' places of business.

We may share aggregated usage data with our support vendors and third-party suppliers that do not provide a method to individually track a user, or when we have been provided your explicit consent to share the information with a third party.

# **Safeguarding Your Information**

We limit employee access to information only to those who have a business or professional reason for knowing, and only to nonaffiliated parties as permitted by law.

Lakuma Foundation is very concerned with safeguarding your information. When you enter sensitive information (such as personal information) on our registration or other forms, we encrypt that information. No method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, we cannot guarantee its absolute security.

## **How To Contact Us Regarding Privacy Concerns:**

If you have any questions or concerns with this policy please feel free to contact us by mail to the following address:

#### Lakuma Foundation

4410 E Claiborne Square, Ste. 334, Hampton, VA 23666

lakuma.foundation@gmail.com

# Terms of Use

Last Updated 1.20.2025

# Terms of Use for the Lakuma Foundation Website

Users' access to and use of the Lakuma Foundation ("Lakuma") website is subject to the following terms and conditions and all applicable laws. By accessing or using the website, you acknowledge that you have read this agreement and agree to be bound by this agreement and its terms. If you do not agree to be bound by the terms of this agreement then you are not permitted to use this website. Lakuma may revise these terms and conditions from time to time, which changes will be effective upon the posting of updated terms and conditions on this website. No other notice will be provided.

# **Communications with Us**

All communications, including but not limited to information, remarks, suggestions, ideas, questions or comments, transmitted to Lakuma via this website or Internet electronic mail (collectively,

"Submissions") become and remain the exclusive property of Lakuma. Any attempted retention of copyrights or other rights by the user in such Submissions shall be of no force or effect, and shall not bind or apply to Lakuma. Lakuma shall have no obligation to keep any Submissions confidential. LAKUMA CANNOT AND DOES NOT GUARANTEE THE CONFIDENTIALITY OF TRANSMISSIONS OVER THE INTERNET, INCLUDING ANY TRANSMISSION OF PERSONAL INFORMATION BY YOU TO LAKUMA. Lakuma is entitled to use any information or communication submitted for any purpose without restriction (including but not limited to reproduction, publication, disclosure, broadcast, posting and compilation of such information or communication or developing products and services incorporating the same) or compensation to the person sending the submission. Each person sending Submissions affirms the ownership and the right to provide the Submissions to Lakuma, represents and warrants to Lakuma that no third person has any rights in the Submissions that would be violated by Lakuma use thereof, acknowledges the originality of any submission communicated to Lakuma, and accepts entire responsibility for its accuracy, appropriateness and legality (including without limitation compliance with any federal or state intellectual property statutes, regulations and common law rules).

## **Warranty Disclaimer**

Lakuma is not responsible for technical, hardware or software failures of any kind; lost or unavailable network connections; incomplete, garbled or delayed computer transmissions. Lakuma makes no warranty or guaranty that the contents of this website are error-free, or that this website will operate in an uninterrupted or error-free manner, or that this website is or will be free of viruses or other harmful code. It is up to each user to take any and all precautions to ensure that the information accessed and used from this site or any hyperlinked website is free of such items as viruses, worms, trojan horses and other destructive items. Changes may be made to the contents and software at this website, and the products and services described within or offered on this website, at any time without notice.

Lakuma strives to include accurate and up to date information on this website. ALL USERS AGREE, HOWEVER, THAT THIS SITE, ANY PRODUCTS OR SERVICES OFFERED ON OR THROUGH THIS SITE, ANY WEBSITE ACCESSED THROUGH THIS SITE, AND THE ENTIRE CONTENTS AND SOFTWARE OF THIS SITE AND SUCH OTHER SITE(S), ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

# **LIMITATION OF LIABILITY**

BY USING THIS WEBSITE, YOU AGREE THAT LAKUMA WILL NOT FOR ANY REASON OR CIRCUMSTANCE, AND REGARDLESS OF LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR ANY OTHER DAMAGES, HOWEVER CAUSED, AND REGARDLESS OF CHARACTER, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST SAVINGS, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE, EVEN IF LAKUMA HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY APPLIES, BY WAY OF EXAMPLE BUT WITHOUT LIMITATION, TO ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH (i) YOUR ACCESS TO, USE OF, OR INABILITY TO USE, THIS WEBSITE (INCLUDING ANY PRODUCT OR SERVICE OFFERED ON OR THROUGH THIS WEBSITE) OR ANY HYPERLINKED WEBSITE, OR (ii) ANY ERRORS OR OMISSIONS IN THE CONTENT OF, OR PERFORMANCE OF THE SOFTWARE ON, THIS WEBSITE (INCLUDING ANY PRODUCT OR SERVICE OFFERED ON OR THROUGH THIS WEBSITE) OR ANY HYPERLINKED WEBSITE. IN THE EVENT (i) THE EXCLUSION OF IMPLIED WARRANTIES OR OF CONSEQUENTIAL OR INCIDENTAL DAMAGES or (ii) ANY OTHER TERMS OR

CONDITION STATED IN THIS WEBSITE IS HELD TO BE INAPPLICABLE OR UNENFORCEABLE IN WHOLE OR IN PART WITH RESPECT TO ANY USER OR JURISDICTION, ALL REMAINING LIMITATIONS AND EXCLUSIONS OF LIABILITY AND OTHER TERMS AND CONDITIONS STATED ON THIS WEBSITE SHALL CONTINUE TO APPLY WITH FULL FORCE AND EFFECT, AND THE EXCLUSIONS THAT HAVE BEEN HELD TO BE INAPPLICABLE OR UNENFORCEABLE SHALL BE AUTOMATICALLY DEEMED AMENDED AND SHALL BE ENFORCED TO PROVIDE THE MAXIMUM LIMITATION ON LIABILITY PERMITTED BY APPLICABLE LAW.

Information on this website includes descriptions of products and services that may be acquired from Lakuma. The sale of any such products or services shall be governed exclusively by the agreement between the purchaser and Lakuma, which shall supersede any conflicting terms and conditions stated on this website. In the absence of statement to the contrary in any such agreement, any sales by Lakuma made through this website shall be governed by and interpreted pursuant to the laws of the Commonwealth of Virginia, United States of America, without giving effect to any conflicts of laws principles that would cause the laws of another jurisdiction to be applied, and venue shall rest exclusively in the courts situated in Southampton County, Commonwealth of Virginia. You must bring any claim or cause of action arising from or relating to this agreement, the website or the content with two (2) years from the date on which such claim or action arose.

#### **Change or Deny Access**

Lakuma reserves the right, at any time with or without prior notice, to change the website, limit access to the website or shut down the website.

# No Consultant - Client Relationship

Receipt of information from https://lakuma.foundation/, use of the site, or any email sent to Lakuma, or its consultants, through https://lakuma.foundation/ will not create a consultant-client relationship. No relationship exists until a formal contract is agreed to in writing by both parties.

## **Electronic Communications**

When you visit the website or send e-mails, or other digital communications to Lakuma, you are communicating with Lakuma electronically. You consent to receive communications from Lakuma electronically. Lakuma may communicate with you by e-mail, short message service, or by posting notices on the website or any of its digital channels. You agree that all agreements, notices, disclosures and other communications that Lakuma provides to you electronically satisfy any legal requirement that such communications be in writing. You may be given the option to "opt out" of receiving digital communications.

#### **Privacy**

Please review our Privacy Policy, which also governs your visit to the website, to understand our privacy practices.

#### **Data Collection Processes**

Users are prohibited from doing any of the following data collection processes on the Site:

- article spinning
- data extraction
- data harvesting
- data mining
- framing

scraping

## **Copyrights**

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As a convenience to the user, this website may provide portals or links to other websites. Lakuma makes no representations about the content of, and does not endorse, any such third-party sites.

#### **Trademarks and Servicemarks**

The product and service names and logos used on this website are servicemarks/trademarks or registered servicemarks/trademarks of Lakuma. Other products, services, and company names mentioned on this website are the trademarks of their respective owners. Unauthorized use is prohibited.

#### **Questions & Contact Information**

If you have any questions regarding the use of the site please contact us at: lakuma.foundation@gmail.com