

Privacy Policy

Astera Foundation Inc.

Effective: February 18, 2025

Scope of this Policy

Astera Foundation Inc. (the “**Foundation**,” “**we**,” “**us**,” or “**our**”) values your private information and understands the need for security and trust surrounding such information. We are committed to protecting your “**Personal Information**,” which refers to information that is used or could be used to identify you (such as your name, email address, telephone number, street address, or job title).

This privacy policy (this “**Policy**”) is intended to describe what we are doing with your Personal Information, how we protect it, and what privacy rights you may have under applicable data protection laws, such as the European Union General Data Protection Regulation (“**GDPR**”).

1. Collection of Personal Information from Users.

When you interact with us through our website (the “**Site**”), we may collect information from you as described below.

a. Information You Provide.

Some elements of the Site may ask you to submit Personal Information in order for you to benefit from the specified features or participate in a certain activity, such as email updates or donation processing. When you perform a search within the Site, the Foundation may record information identifying you or linking you to the search performed and recording information related to the search request. We may combine information you submit through the Site with other information we have collected from you, whether online or offline. We will treat the combined information in accordance with this Policy.

b. Passive Information Collection, Use, and Choices.

As you navigate the Site, certain Personal Information may be passively collected, meaning it is gathered automatically without your actively providing it. This is done using the following techniques in the following ways:

IP Addresses: An IP address is a unique identifier that certain electronic devices use to identify and communicate with each other on the Internet. When you visit our Site, we may view the IP address of the device you use to connect to the Internet. We use this information to determine the general physical location of the device and understand from what geographic regions our website visitors come. We also may use this information to enhance our Site.

Through your browser: Certain information is collected by most browsers, such as your Media Access Control (MAC) address, computer type, operating system type, version screen resolution, and Internet browser type and version.

Social Media Widgets: Our Site may include social media tools, including social media widgets or plug-ins, to connect you to your social media accounts. These features may set a cookie or use other automatic collection and tracking technologies to collect information about you and your use of the social media features through and in connection with our Site. These social media tools may be hosted by a third party. Your interactions with these tools and the corresponding social media platforms are governed by the privacy policies of the companies that provide such platforms.

Cookies: We may use cookies set by us on the Site to tell us, for example, whether you have visited us before or if you are a new visitor. We use third-party cookies to collect information about how visitors use the Site, including how long you spend on each page, and how you got to the Site. We do not use data collected by cookies to identify who you are. We do not allow any third-party service providers to use or share our analytics data.

You can refuse cookies by turning off the use of cookies in your web browser. If you use your browser settings to block all types of cookies you may not be able to access all or parts of our Site or functionality may be limited.

2. How We Use the Information We Collect.

We use Personal Information submitted by you or otherwise collected through the Site and through other sources for the purposes described in this Policy and as otherwise described to you at the point of collection. Generally, we use the information you provide to us for the reason for which it was provided. For example, if you sign up to receive email notifications, we will contact you by email. If you provide us with information to make a donation, we will use the information to process your donation. Specifically, we may use Personal Information from or about you:

- i. to respond to your inquiries and to send you information that you request and to process your donations;
- ii. to send you important information regarding our relationship with you or regarding the Site, changes to our terms, conditions, and policies, and other administrative information;
- iii. to notify you about donations we have received and upcoming events;
- iv. to promote our mission and initiatives;
- v. for our business purposes, such as data analysis, audits, recordkeeping, developing new products or services, enhancing the Site, improving our services, identifying Site usage trends, optimizing your experience on the Site, and determining the effectiveness of our fundraising methods;

vi. if you choose to complete a survey, we may use the information for purposes of evaluating your feedback from the survey; and

vii. if we intend to collect and use Personal Information for another purpose, we may seek your permission at the time the information is collected.

3. Our Disclosure of Your Information.

The Foundation is a New Jersey nonprofit corporation that operates for charitable purposes (the “**Charitable Purposes**”). The Foundation does not sell your Personal Information. We may share your Personal Information with third parties only as described in this Policy or as otherwise described at the point where we collect the information from you, including:

i. with our affiliates for the Charitable Purposes;

ii. to the companies or individuals that we hire to provide services to us, such as website hosting services, relationship management services, and payment processing; and

iii. to a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer, or other disposition of all or any portion of our business or assets (including in connection with any bankruptcy or similar proceedings).

4. Uses and Disclosures to Comply with Laws.

In addition, we may use and disclose Personal Information collected through the Site as we believe to be necessary or appropriate: (i) under applicable law, including laws outside your country of residence; (ii) to comply with legal processes; (iii) to respond to requests from public and government authorities, including public and government authorities outside your country of residence; (iv) to enforce our terms and conditions; (v) to protect our operations or those of any of our affiliates; (vi) to protect our rights, privacy, safety, or property, and/or that of our affiliates, you, or others; and (vii) to allow us to pursue available remedies or limit the damages that we may sustain.

5. Links to Third -Party Sites.

The Site may contain links to other websites for the convenience of users in locating information, products, or services that may be of interest. If you access a third-party website from a link on this Site, any information you disclose on that website is not subject to this Policy. It is possible that these links may be used by third parties or others to collect personal or other information about you, including credit card information for donation processing. The Foundation is not responsible for the privacy practices of such websites, advertisers, or third parties or the content of such websites and it is your sole obligation to review and understand the privacy practices and policies of these other websites. The Foundation does not control these third parties’ use of cookies, collection of information, or how they manage such information. It is solely your obligation to review and understand the privacy practices and policies of these other websites, advertisers, and any third parties.

6. Security.

The Foundation will take reasonable steps to protect the information collected and provided via the Site from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. We use a variety of security measures to protect your data, including physical, electronic, and procedural safeguards. We incorporate industry standard security controls (like firewalls) and protocols (like SSL/TLS) to create a site that is resistant to standard internet-based threats. We protect the security of credit card transactions by using only large-scale third-party PCI Compliant credit card processors for the storage and encryption of all credit card data, in addition to encryption of websites directly maintained by the Foundation.

No website or electronic data can ever be completely secure, but we are always working to maintain up-to-date and appropriate security mechanisms. You agree that the Foundation will not be liable to you for any modification, suspension, or discontinuance of the Site.

7. Data Retention.

We generally retain Personal Information for so long as it may be relevant for the purposes identified in this Policy, unless a longer period of time is required by law.

8. Lawful Basis for Processing Your Personal Information.

The laws in some states and countries require us to tell you about the lawful grounds we rely on to collect, use, disclose, and otherwise process your Personal Information. To the extent those laws apply, our lawful basis for processing your Personal Information is in support of our legitimate interests, where those interests are not overridden by your fundamental rights and freedoms. This includes:

- i. Providing a safe user experience on our Site;
- ii. Customer service;
- iii. Sending communications to you to let you know about what we are doing with your donations and to solicit additional donations;
- iv. Protecting users, our workers, and our property;
- v. Analyzing and improving our operations (e.g., optimizing the design and operation of our Site); and
- vi. Legal compliance and managing legal issues.

This Policy is issued on behalf of the Foundation as controller of your Personal Information under applicable data protection laws. A “controller” is the person or organization who alone or jointly determines the purposes for which, and the manner in which, any Personal Information is, or is likely to be, processed.

9. Your Data Rights and Choices.

You can opt-out of the use of certain cookie-related processing by following the instructions in Section 1(b) above (Passive Information Collection, Use, and Choices).

If you are within the **European Union**, you have the following rights:

- i. You have the right to request from the Foundation access to your Personal Information, and the rectification of inaccurate Personal Information concerning you.
- ii. You have the right to request that the Foundation not subject your Personal Information to automated processing.
- iii. You have the right to obtain from the Foundation the erasure or the restriction of processing of your Personal Information in certain circumstances, including when the data are no longer necessary in relation to the purposes for which they were collected or otherwise processed, except when the Foundation is required by law to maintain or otherwise process your Personal Information, for the establishment, exercise, or defense of legal claims, or for the protection of the rights of another person.

You may exercise these rights by contacting the Foundation at admin@asterafoundationnj.org.

If you are within the European Union, you also have the right to lodge a complaint with a supervisory authority, in particular in the EU Member State of your habitual residence, place of work, or place of an alleged infringement of the applicable data protection law.

If you are within the states of **Delaware, Maryland, New Jersey, or Oregon**, you have the following rights under applicable state law:

- i. Confirm whether the Foundation is processing your personal data and access such personal data, unless such confirmation or access would require the Foundation to reveal a trade secret;
- ii. Correct inaccuracies in your personal data, taking into account the nature of the personal data and the purposes of the processing of your personal data;
- iii. Delete personal data provided by, or obtained about, you;
- iv. Obtain a copy of your personal data processed by the Foundation; and
- v. Obtain a list of the categories of third parties to which the Foundation has disclosed your personal data.

If you would like to submit a data access, correction, restriction, or deletion request, you can do so by contacting us at admin@asterafoundationnj.org and we will process such request with respect to any Personal Information that we are able to link to you individually based on the information that you can provide to us. These rights and options that you have with respect to Personal Information are subject to limitations and exceptions under applicable law.

10. Right to Change Privacy Policy.

The Foundation reserves the right at any time to modify, alter, or update this Policy. Your use of the Site following any changes means that you agree to follow and be bound by the Policy as changed, subject to limitations under applicable law. Any change to this Policy shall be effective as to any user who has visited the Site before the change was made. Please review this policy

periodically, and especially before you provide any Personal Information to us. The Policy was last updated on the date indicated above.

11. Contacting Us.

For questions about this website, your privacy, or our handling of your Personal Information, please contact us at admin@asterafoundationnj.org.

To contact us by mail:

629 Cranbury Road, 2nd Floor
East Brunswick, NJ 08816

Terms and Conditions

Astera Foundation Inc.

Welcome to the Astera Foundation Inc. (the “**Foundation**”) website (this “**Site**”). The following terms and conditions (“**Terms**”) govern your use of this Site.

By accessing, viewing, or using the content, material, or services available on or through this Site, you indicate that you have read and understand these Terms, that you agree to them, and that you intend to be legally bound by them. If you do not agree to these Terms, you are not granted permission to use this Site and must exit immediately.

1. Informational Purposes Only.

The information on this Site is for informational purposes only. Without limiting anything else in these Terms or otherwise, the Foundation is not responsible for any errors or omissions in the Site or Site Materials, as defined in Section 2 of these Terms.

2. Proprietary Rights.

As between you and the Foundation, the Foundation owns or licenses all data, content, graphics, forms, artwork, images, photographs, functional components, and any software concepts and documentation and other material on, in, or made available through the Site (“**Site Materials**”), as well as the selection, coordination, arrangement, and organization and enhancement of the Site Materials. All Site Materials are protected pursuant to copyright, trademark, patent, and other applicable laws. You agree not to remove or alter any copyright notice or any other proprietary notice on any Site Materials. As between any user and the Foundation, all names, trademarks, service marks, certification marks, symbols, slogans, or logos appearing on the Site are proprietary to the Foundations or its affiliates, licensors, or suppliers. Use or misuse of these trademarks is expressly prohibited and may violate federal and state trademark law. Under no circumstances will you have any rights of any kind in or to the Site Materials, other than the right to use the Site Materials in accordance with these Terms.

3. Unauthorized Activities.

You agree that you will not use the Site for (a) any illegal or unauthorized purposes that violate any local, national, or international laws (including but not limited to import, export, copyright, and trademark laws); (b) modifying, copying, distributing, displaying, performing, reproducing, publishing, licensing, creating derivative works from, transferring, or selling any of the Site Materials, unless otherwise authorized by these Terms or in a separate written agreement with the Foundation; (c) attempting to gain unauthorized access to the Foundation’s computer system or engaging in any activity that interferes with the performance of, or impairs the functionality of, the Site or any services provided through the Site; or (d) removing, circumventing, disabling, damaging, or otherwise interfering in any way with any security-related features of the Site including those features that are aimed at preventing or restricting the unauthorized use of the Site or any of the Site Materials. You may use the Site and the Site Materials consistently with Section 2 of these Terms. Any other use of the Site or Site Materials, including but not limited to

the aforementioned unauthorized uses, without prior written permission of the Foundation, is strictly prohibited. You acknowledge and agree that the unauthorized use of the Site or the Site Materials could cause irreparable harm to the Foundation and that in the event of such unauthorized use, the Foundation shall be entitled to an injunction in addition to any other remedies available at law or in equity.

4. Materials Submitted to the Site.

Certain features of the Site may allow you to contribute comments, feedback, information, content, text, files, graphics, postings, and other materials and information for access, use, viewing, and commentary by other users to the Site (“**User Content**”). By posting User Content, you represent that you have the full legal right to provide the User Content and that use of the User Content by the Site and all other persons and entities will not: (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of your failure to obtain consent to post personally identifying or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement; or (c) constitute disclosure of any confidential information owned by any third party. Upon your submission of User Content or other material or information to the Foundation, you grant the Foundation a worldwide, perpetual, irrevocable, transferable license to access, use, distribute, reproduce, display, modify, create derivative works based upon, and sublicense the User Content, all without any compensation to you whatsoever. If you believe that any content or postings on the Site violate your intellectual property or other rights, please follow our Complaint Procedure in Section 11 of these Terms.

5. Third Party Web Sites and Content.

The Site is available for informational purposes only. The Site may contain links to other Internet Web sites for the convenience of users in locating information, products, or services that may be of interest. Use of such third party links, the Site and the Site Materials and any other material or content on and made available through the Site is entirely at your own risk. The Foundation does not recommend and expressly disclaims any responsibility for the content, the accuracy of the information, or quality of products or services provided by or advertised on third party sites or the transactions you conduct or enter into with third parties. Your use of any third party’s website is at your own risk and is subject to the terms and conditions of such other websites. The Foundation does not endorse any product, service, or treatment provided on a third-party website or advertised or provided on the Site.

6. Privacy Policy.

Any Personal Information that you provide to the Foundation on the Site is subject to our Privacy Policy. Please be advised that the confidentiality of any communication or material transmitted to the Foundation via the Site or Internet or electronic mail cannot be guaranteed, including, for example, Personal Information such as your address or name.

7. Disclaimer.

The Foundation, its subsidiaries, and its affiliates are not responsible for and do not guarantee the accuracy or completeness of any Site Materials, User Content, products, data, services, links,

advertisements, or other items contained within the Site. The Foundation reserves the right to immediately remove any Site Materials or User Content for any reason or for no reason. The Foundation cannot and does not review all communications or products made available on or through the Site, but, although not obligated to, the Foundation may review, verify, make changes to, or remove any User Content, Site Materials, the Site, or the products or services made available in connection with the Site, including information submitted in connection with the Site Materials or other features at any time, with or without notice in its sole discretion. You agree that you must evaluate and bear all risks associated with the use of Site Materials or User Content and that you may not rely on such Site Materials or User Content.

THE SITE, THE SITE MATERIALS, USER CONTENT, SERVICES, PRODUCTS, INFORMATION, AND OTHER MATERIALS ON, IN, AND MADE AVAILABLE THROUGH THE SITE ARE MADE AVAILABLE “AS IS” AND “WITH ALL FAULTS.” USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK. THE FOUNDATION AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES AND DISCLAIM ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SITE, THE USER CONTENT, THE SITE MATERIALS, SERVICES, PRODUCTS, DATA, AND OTHER MATERIALS ON, IN, AND MADE AVAILABLE THROUGH THE SITE, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, NON-INTERFERENCE, QUALITY, TITLE, AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS, AND EFFORT WITH REGARD TO ANY AND ALL USER CONTENT, THE SITE, THE SITE MATERIALS, SERVICES, PRODUCTS, DATA, AND OTHER MATERIALS ON, IN, AND MADE AVAILABLE THROUGH THE SITE IS WITH YOU.

8. Limitation of Liability.

THE FOUNDATION AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING LOST REVENUES OR LOST PROFITS, WHICH MAY OR DOES RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE THE SITE, THE USER CONTENT, THE SITE MATERIALS, SERVICES, PRODUCTS, DATA, AND OTHER MATERIALS ON, IN, AND MADE AVAILABLE THROUGH THE SITE, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT YOU OR THE FOUNDATION HAD BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES OTHERWISE AVAILABLE FAIL OF THEIR ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF THE FOUNDATION AND ITS LICENSORS TO YOU OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH, BASED UPON, OR ARISING FROM THE SITE, USER CONTENT, THE SITE MATERIALS ON, IN, AND MADE AVAILABLE THROUGH THE SITE, OR THE SERVICES, PRODUCTS, DATA, OR OTHER MATERIALS OFFERED IN CONNECTION THEREWITH EXCEED THE PRICE PAID BY YOU DURING THE PRECEDING YEAR

FOR USE OF THE SITE AND THE SERVICES AND PRODUCTS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE TOTAL LIABILITY OF THE FOUNDATION AND ITS LICENSORS SHALL NOT EXCEED TEN DOLLARS (\$10). If you are dissatisfied with the Site or with any of these Terms, or feel the Foundation has breached these Terms, your sole and exclusive remedy is to discontinue using the Site.

9. Indemnification.

You will indemnify and hold harmless the Foundation and its directors, officers, employees, agents, contractors, and licensors (each a “**Foundation Indemnatee**”) against all claims, actions, suits, and other proceedings (“**Claims**”) arising out of or incurred in connection with the Site and your use of the Site, the Site Materials or any services, product, or data obtained through the Site, your fraud, violation of law, negligence, willful misconduct, or any other use of the Site, the User Content, the Site Materials, the services, products, information, and other materials on, in, and made available through the Site or any breach by you of these Terms, and you will indemnify and hold each and every Foundation Indemnatee harmless from and against all judgments, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees and attorneys’ disbursements) arising out of or incurred in connection with such Claims.

10. Internet Security.

The Foundation uses reasonable efforts to ensure that the Site is generally available. However, there will be occasions when access to the Site will be interrupted or unavailable. The Foundation will use reasonable efforts to minimize such disruption where it is within its reasonable control. You agree that the Foundation will not be liable to you for any modification, suspension, or discontinuance of the Site. You understand that the technical processing and transmission of any Site content may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Please be advised that we do not guarantee that any information sent from our Site will be secure during transmission, nor can we guarantee the confidentiality of any communication or material transmitted to the Foundation via the Site or the Internet, including, for example, Personal Information such as your name or address.

11. Complaint Procedures.

If you believe that any content or postings on this Site violates your intellectual property or other rights, please notify the Foundation by email at admin@asterafoundationnj.org with a comprehensive detailed message setting forth the following information: (a) your name and the name of your company, if any; (b) your contact information, including your email address; (c) the nature and substance of your complaint; (d) the specific rights at issue; and (e) your basis for making the complaint, including the content or posting that is objectionable.

12. Changes to these Terms; Termination.

The Foundation reserves the right at any time to modify, alter, or update these Terms at any time, in its sole discretion and without notice. Your use of the Site following any changes means that you agree to follow and be bound by the terms as changed. Any change to these Terms will be effective as to any visitor who has visited the Site before the change was made. It is the obligation of users visiting the Site before the change to learn of changes to the Terms since their last visit. The Foundation may suspend or terminate your ability to use the Site, or any services on the Site, for failure to comply with these Terms, for providing the Foundation with untrue or inaccurate information about yourself, for infringement upon the Foundation's proprietary rights, or for any other reason whatsoever or for no reason.

13. Governing Law and Jurisdiction.

These Terms represent the entire agreement between you and the Foundation with respect to the subject matter hereof and supersede any and all prior and contemporaneous written and oral representations, understandings, and agreements, express and implied, and will be governed by and construed in accordance with the laws of the State of New Jersey, without reference to its conflict of law rules. By accessing, viewing, or using the services, works, content, or materials on the Site, you consent and agree to: (a) the exclusive jurisdiction of the federal and state courts located in New Jersey; (b) accept service of process by personal delivery or mail; and (c) irrevocably waive the right to trial by jury and any jurisdictional and venue defenses otherwise available.

14. Miscellaneous.

The Site is controlled and operated from within the United States. Without limiting anything else in these Terms, the Foundation makes no representation that the Site, Site Materials, User Content, services, products, information, or other materials available on, in, or through the Site is appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. Those who choose to access the Site from other locations do so on their own volition and are responsible for compliance with applicable laws. The waiver or failure of the Foundation to exercise in any respect any right provided hereunder will not be deemed a waiver of such right in the future or a waiver of any of other rights established under these Terms. Headings used in these Terms are for reference only and will not affect the interpretation of these Terms. No person or entity not party to this agreement will be deemed to be a third-party beneficiary of these Terms or any provision hereof. When used herein, the words "includes" and "including" and their syntactical variations will be deemed followed by the words "without limitation."