APEX Pathways Consulting

Terms of Service

Application and separate engagements

These Terms govern use of the APEX Pathways Consulting website (the Site), including its pages, forms and public materials. By using the Site, you agree to these Terms. If you do not agree, do not use it. Professional consulting services require a separate written agreement accepted by authorized representatives. No browsing, inquiry, meeting, proposal, or submission creates a client, fiduciary, agency, partnership, brokerage, or investment-advisory relationship. The separate agreement governs its subject matter in case of conflict.

Informational materials and no reliance

Site content is general and illustrative. It is not legal, tax, accounting, engineering, architectural, environmental, appraisal, lending, securities, or investment advice. Budgets, schedules, entitlements, valuations, absorption, financing and returns may rely on uncertain assumptions and third-party information. No project outcome, governmental approval, financing, profitability, or investment return is guaranteed. Nothing on the Site is an offer to sell or solicitation to buy securities. Obtain independent diligence and appropriate licensed advice before taking action.

Submissions

Submit only information you are authorized to provide. Do not send credentials, Social Security numbers, payment-card details, medical records, nonpublic investor lists, or sensitive project documents through ordinary website channels. An unsolicited submission does not create a nondisclosure agreement, duty of confidentiality, exclusivity, safekeeping, or duty to review. You retain ownership of submitted materials and permit APEX to store, review, and use them and share them with operational providers as reasonably needed to evaluate and respond to your inquiry, subject to the Privacy Notice and applicable law. APEX may decline or delete unsolicited materials subject to lawful retention obligations.

Use and intellectual property

Use the Site only for lawful personal or internal business evaluation. Do not compromise security, transmit malware, scrape at scale, collect other users' data, impersonate anyone, infringe rights, or conduct unlawful solicitations. The Site, its names, logos, designs, models, and content belong to APEX or licensors. You receive only a revocable, nontransferable right to view and make reasonable internal evaluation copies; commercial reuse requires permission. Client deliverable rights are governed by a separate agreement.

Third parties

Links, embeds, maps, market data, and governmental or outside materials are provided for convenience. APEX does not control or independently verify them and is not responsible merely because a third party is linked or discussed. Your dealings with third parties are between you and them.

Disclaimers and limits

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SITE IS PROVIDED AS IS AND AS AVAILABLE, WITHOUT WARRANTIES OF ACCURACY, COMPLETENESS, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY OR CONTINUOUS ACCESS. APEX AND ITS PERSONNEL WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR LOST PROFITS, REVENUE, OPPORTUNITIES, DATA OR GOODWILL ARISING SOLELY FROM SITE USE.

Third-party claims

To the extent lawful, you will indemnify APEX and its personnel against third-party claims and reasonable costs arising from unlawful Site use, infringement of another party's rights, or materials submitted without authority. This does not require indemnification for their own wrongful conduct or where prohibited by law.

Disputes and changes

Colorado law governs except where mandatory law requires otherwise. Disputes solely arising from Site use are subject to courts in Colorado unless mandatory law requires a different forum. We may revise these Terms prospectively by posting a revised version. If one provision is unenforceable, the rest remains effective; failure to enforce a provision is not waiver. Mandatory consumer and privacy rights remain unaffected.

APEX Pathways Consulting

Global Privacy Notice

Scope and responsibility

APEX Pathways Consulting (APEX, we, us, our) respects the privacy of individuals who use the Site, contact us, or participate in prospective or existing business relationships. This Notice addresses website interactions and related inquiries. Separate engagement, confidentiality, or data-processing agreements may govern client work. The entity operating the Site and deciding processing purposes is responsible for its processing; when APEX acts only on a client's instructions, the client may be the responsible controller or business.

Information and sources

Depending on the interaction, we may process names, professional contact and organizational details, roles and employment information, messages, project descriptions, attachments, meeting details, transaction or financial information provided for an authorized engagement, and technical information such as IP address, browser and device details, requested pages, referral source and timestamps. Sources may include you, authorized representatives, referral sources, public professional records, service providers, and Site technologies. Government identifiers, payment data and other sensitive information should be supplied only when necessary through an appropriate secure process, not through general inquiries.

Purposes and lawful bases

We use information to deliver and secure the Site, answer inquiries, assess and perform engagements, prepare proposals, administer relationships, keep records, process authorized transactions, comply with law, prevent fraud and protect rights. Where permitted, we may send business communications with an opt-out. Where GDPR or similar law applies, lawful bases may include consent, steps before or performance of a contract, legal obligation, and legitimate interests in security, communication and business administration, subject to applicable balancing. Consent may be withdrawn without affecting earlier lawful processing. This Notice does not itself establish a lawful basis.

Disclosure

We may disclose relevant information to service providers for hosting, communication, cloud storage, security, scheduling, accounting or operations; professional advisers; parties you authorize; authorities where legally required; and parties to a business transfer subject to lawful safeguards. General inquiries do not authorize distribution of confidential project or investor information. Actual providers and any sale, sharing or advertising use must be verified; this Notice does not assert that particular vendors or trackers are installed or absent.

Retention and security

We retain information as reasonably needed for inquiries, engagements, legal and accounting duties, dispute resolution and protection of rights. Periods vary by record and circumstances. We apply reasonable administrative, technical and organizational safeguards appropriate to risk. No internet transmission or storage system is completely secure. Specific encryption capabilities are not promised without verification.

Privacy rights

Depending on applicable law, you may request access, confirmation, correction, deletion, portability, restriction, objection, consent withdrawal, or opt-out of qualifying sale, sharing, targeted advertising or profiling. Certain laws also provide rights to limit sensitive-data use, appeal a denial, appoint an authorized agent or complain to a regulator. Requests may be submitted through an available published business communication channel identifying the jurisdiction and right requested. Identity verification and lawful exceptions may apply. A dedicated request, appeal or opt-out mechanism must be provided where required; a general communication channel alone may not suffice.

United States

Where the California CCPA applies, relevant categories may include identifiers, professional information, internet activity, commercial or business inquiry information, and financial or sensitive information supplied in authorized relationships. Sources, purposes, disclosure categories and retention criteria appear above. Applicable rights can include access, correction, deletion, opt-out of sale or sharing and limitations on certain sensitive-data uses. Where the Colorado CPA applies, rights may include access, correction, deletion, portability, opt-out of qualifying sale, targeted advertising or profiling, and appeal. Applicable universal opt-out signals require functioning recognition where legally required. We will not unlawfully discriminate for exercising rights.

Canada
Where Canadian privacy law applies, we identify purposes, limit collection, seek meaningful consent where required, protect information, provide access and correction where required and remain accountable for outsourced processing. Consent withdrawal is subject to lawful and contractual limitations; provincial rules may differ.

Europe and United Kingdom
Where GDPR, UK GDPR or similar law applies, rights may include access, rectification, erasure, restriction, portability, objection, consent withdrawal and complaint to a competent authority. Restricted international transfers require an appropriate legal mechanism and any necessary supplementary safeguards. Any required controller identity, representative, data-protection officer contact, precise lawful bases and transfer information must be disclosed in practice.

Latin America and other jurisdictions
Where applicable, we honor country-specific access, rectification, cancellation, deletion, opposition, consent withdrawal and complaint rights. Brazil, Mexico, Argentina, Colombia, Uruguay, Peru, Chile and other jurisdictions differ in their requirements for notices, consent, transfers, security, local representation and regulatory filings. This general Notice does not replace required local measures.

International transfers, children and revisions
Information may be processed in the United States and other locations where APEX and providers operate. Restricted transfers require valid mechanisms and suitable safeguards. The Site is for professional audiences and is not directed to children; we do not knowingly seek children's information through general website channels. Linked third-party services follow their own notices. We may revise this Notice when practices change, providing additional notice or consent where law requires.

Global Cookie Policy

Technologies and purposes
Cookies are small files stored on a device. Similar technologies include local storage, tags, scripts, pixels, logs and embedded requests. Necessary technologies may support delivery, security, routing and core functions. If deployed, optional technologies may remember preferences, measure usage, enable videos, maps or scheduling, or support advertising. Describing a category does not establish that it is currently deployed.

Choices and required controls
A live inventory must identify actual providers, purposes, durations and first- or third-party status. Nonessential technologies must await valid consent where required. Qualifying opt-out and universal browser signals must be honored where required. If a preference tool is offered, visitors can use its actual controls; this policy does not assert that one exists. Browsers commonly permit blocking or deletion of cookies, but this may affect functionality and may not block every pixel or script.

Third parties and changes
Embedded third parties may process information under their own notices. We may revise this policy as Site technologies change and provide legally required notice and controls. Reading this policy is not consent.