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Apex Charitable Trust Ltd, its subsidiaries and affiliates requires that all the visitors to our site(s) on the World Wide Web (the "Site") adhere to the following rules and regulations. By accessing the Site you indicate your acknowledgment and acceptance of these terms and conditions.

1. **LAWS AND REGULATIONS**

User access to and use of the Site is subject to all applicable international and local laws and regulations.

2. **COPYRIGHT/TRADEMARKS**

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THIS SITE MAY PROVIDE A LINK TO OTHER SITES BY ALLOWING THE USER TO LEAVE THIS SITE TO ACCESS THIRD-PARTY MATERIAL OR BY BRINGING THE THIRD-PARTY MATERIAL INTO THIS SITE VIA "INVERSE" HYPERLINKS AND FRAMING TECHNOLOGY (A "LINKED SITE"). APEX CHARITABLE TRUST LTD HAS NO DISCRETION TO ALTER, UPDATE, OR CONTROL THE CONTENT ON A LINKED SITE. THE FACT THAT APEX CHARITABLE TRUST LTD HAS PROVIDED A LINK TO A SITE IS NOT AN ENDORSEMENT, AUTHORIZATION, SPONSORSHIP, OR AFFILIATION WITH RESPECT TO SUCH SITE, ITS OWNERS, OR ITS PROVIDERS. THERE ARE INHERENT RISKS IN RELYING UPON USING, OR RETRIEVING ANY INFORMATION FOUND ON THE INTERNET, AND APEX CHARITABLE TRUST LTD URGES YOU TO MAKE SURE YOU UNDERSTAND THESE RISKS BEFORE RELYING UPON, USING, OR RETRIEVING ANY SUCH INFORMATION ON A LINKED SITE.

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7. **CONFIDENTIALITY OF USER COMMUNICATIONS**
Except as required by law and in accordance with the Apex Charitable Trust Ltd Internet Privacy Statement. Apex Charitable Trust Ltd will maintain the confidentiality of all user communications which contain personal user information and which are transmitted directly to Apex Charitable Trust Ltd. Postings by a user on any message board or in any chat room will not be protected as confidential and Apex Charitable Trust Ltd may use and provide information contained in any such postings (including any ideas, concepts, know-how or other intellectual property) to any of its subsidiaries and affiliates for any purpose whatsoever and as deemed appropriate by Apex Charitable Trust Ltd .
User should be aware that Linked Sites might contain confidentiality provisions that differ from the provisions provided herein. Apex Charitable Trust Ltd is not responsible for such provisions, and expressly disclaims any and all liability related to such provisions.
8. **LINKED INTERNET SITES**
Apex Charitable Trust Ltd prohibits caching, unauthorized hypertext links to the Site and the framing of any Content available through the Site. Apex Charitable Trust Ltd reserves the right to disable any unauthorized links or frames and specifically disclaims any responsibility for the Content available on any other Internet sites linked to the Site. Access to any other Internet sites linked to the Site is at the user's own risk.
User should be aware that Linked Sites might contain rules and regulations, privacy provisions, confidentiality provisions, transmission of personal data provisions, and other provisions that differ from the provisions provided on the Site. Apex Charitable Trust Ltd is not responsible for such provisions, and expressly disclaims any and all liability related to such provisions.

9. **PRESS RELEASES**

All press releases and other materials presented or released to the users of the site that are contained on the Site were, to the best of Apex Charitable Trust Ltd ' knowledge, timely and accurate when issued. However, the passage of time can render information stale, and you should not rely on the continued accuracy of any such material beyond the date of issuance. Apex Charitable Trust Ltd has no responsibility to update any information contained in any such material. All viewers should carefully check the dates of issuance of the material contained in the Site.

10. **POSTINGS**

[For use in connection with message boards or chat rooms on the Site.] Apex Charitable Trust Ltd is under no obligation to review any messages, information or content ("Postings") posted on the Site by users and assumes no responsibility or liability relating to any such Postings. Notwithstanding the above, Apex Charitable Trust Ltd may from time to time monitor the Postings on the Site and may decline to accept and/or remove any Postings that contain:

- Any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, national or international law.
- Advertisements or solicitations of any kind. **[Note - This is not applicable for those Sites with message boards containing classified advertisements.]**
- Messages posted by users impersonating others.
- Personal information such as messages which state phone numbers, social security numbers, account numbers, addresses, or employer references.
- Messages by non-spokesperson employees of Apex Charitable Trust Ltd purporting to speak on behalf of Apex Charitable Trust Ltd or containing confidential information or expressing opinions concerning Apex Charitable Trust Ltd.
- Messages that offer unauthorized download of any copyrighted or private information.
- Multiple messages placed within individual folders by the same user restating the same point.
- Chain letters of any kind.

11. **TRANSMISSION OF PERSONAL DATA**

User acknowledges and agrees that by providing Apex Charitable Trust Ltd with any personal or proprietary user information through the Site, user consents to the transmission of such personal or proprietary user information over international borders as necessary for processing in accordance with Apex Charitable Trust Ltd ' standard business practices.

User should be aware that Linked Sites might contain transmission of personal data provisions that differ from the provisions provided herein. Apex Charitable Trust Ltd is not responsible for such provisions, and expressly disclaims any and all liability related to such provisions.

12. **CHANGES TO RULES AND REGULATIONS**

Apex Charitable Trust Ltd reserves the right to revise these Rules and Regulations at any time and users are deemed to be apprised of and bound by any changes to these Rules and Regulations.

13. **VIOLATIONS OF RULES AND REGULATIONS**

Apex Charitable Trust Ltd reserves the right to seek all remedies available at law and in equity for violations of these Rules and Regulations, including the right to block access from a particular Internet address to the Site.

14. **ACCESS TO PASSWORD PROTECTED/SECURE AREAS**

Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.

15. **USE OF "COOKIE" FILE FEATURES**

Apex Charitable Trust Ltd reserves the right to store information on a user's computer in the form of a "cookie" or similar file for purposes of modifying the Site to reflect users' preferences. The Apex Charitable Trust Ltd Internet Privacy Statement provides additional information regarding Apex Charitable Trust Ltd ' use of cookies as well as procedures for disabling cookies.

16. **DIGITAL MILLENNIUM COPYRIGHT ACT - NOTIFICATION TO APEX CHARITABLE TRUST LTD REGARDING ALLEGED COPYRIGHT INFRINGEMENT**

Apex Charitable Trust Ltd reserves the right to remove any Content on the Site, which allegedly infringes another person's copyright. Notices to Apex Charitable Trust Ltd regarding any alleged copyright infringement on the Site should be directed to Apex Charitable Trust Ltd.

17. JURISDICTION/GOVERNING LAW

[For United Kingdom based sites only]

18. UNSOLICITED IDEA SUBMISSION POLICY

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Privacy Statement

This Privacy Statement is published in the United Kingdom (UK) for UK citizens and permanent residents and relates only to UK Apex Charitable Trust Ltd issued products and services. Protecting your privacy is important to us. We hope the following statement will help you understand how Apex Charitable Trust Ltd collects, uses and safeguards the personal information you provide to us on our Web site.

The following are all parts of the Statement:

Security

Information Collection

Personalisation

Information Use

Declining E-mail Offers

Set E-mail Preferences – Set, review or change preferences regarding the type of E-mail offers you do not want to receive.

Company Commitment to Privacy

Your Right of Access and Correction

Linked Internet Sites

Changes to the Customer Internet Privacy Statement—UK

Security

When you send confidential personal account data to us on an Apex Charitable Trust Ltd website, we require that a “secure session” be established first using Secure Socket Layer (SSL).

Information Collection

Personal information -- such as your name, address, phone number or E-mail address -- is not collected as you browse. Apex Charitable Trust Ltd does, however, use “cookies” to collect information about how our site is used. Information, such as the server your computer is logged on to, your browser type (for example, Netscape or Internet Explorer), and whether you responded to an Apex Charitable Trust Ltd banner ad or E-mail is collected and tracked in aggregate. This information is used for the purpose of measuring response rates to our banner ad or E-mail offers.

Registration for Online Products and Services

In order to provide you with a particular product or service online, we may request that you supply us voluntarily with personal information, including your E-mail address

Information Use

We may use information you have given us, for example, to provide a service, ensure proper billing, measure consumer interest in our various services and inform you about products and services. If you provide us with your E-mail address or have done so in the past, or if we obtain your E-mail address from another source, we may send you E-mail offers. These offers may be based on information you provided in your initial transaction with us, in surveys, from information that may indicate purchasing preferences and lifestyle, as well as information available from external sources, such as merchants and marketing organisations. These E-mail offers come directly from Apex Charitable Trust Ltd.

When we send E-mails to you, we may be able to identify information about your E-mail address, such as whether you can read graphic-rich html E-mails. If your E-mail address is html-enabled, we may choose to send you graphic-rich html E-mails.

Please note that we do not provide your E-mail address to our business partners. However, we may send you offers on behalf of our business partners. Keep in mind that if you take advantage of an offer from an Apex Charitable Trust Ltd business partner and become their customer, they may independently wish to send offers to you. In this case, you will need to inform them separately if you wish to decline receiving future offers from them.

Our goal is to deliver offers to people who we believe will find them relevant and of value. Offers are developed and managed under strict conditions designed to safeguard the security and privacy of customer personal information. However, at any time you may request not to receive these offers.

Declining E-mail Offers

Apex Charitable Trust Ltd provides customers with an easy means to decline receiving E-mail offers. Although some customers tell us they appreciate receiving notice of these carefully designed opportunities, we recognise the importance of providing you with choices. At any time, you may request to discontinue receiving these offers from us by simply replying to the E-mail and informing us of your preferences. All E-mail offers that you receive from Apex Charitable Trust Ltd will inform you of how to decline receiving further E-mail offers. Additionally, you may set or change your E-mail preferences online at any time.

Company Commitment to Privacy

In keeping with our commitment to consumer privacy protection, Apex Charitable Trust Ltd will endeavour to keep abreast of current industry initiatives to preserve individual privacy rights on the Internet and in all aspects of electronic commerce.

If you have questions about this Privacy Statement, please call. You may also write to us at Apex Charitable Trust Ltd.

Your Right of Access and Correction

If you ask us, we will tell you what information we hold about you and provide it to you in accordance with applicable law. There may be a charge for this as permitted by law. If you believe that any information we hold about you is incorrect or incomplete, you should write without delay to Apex Charitable Trust Ltd. Any information that is found to be incorrect or incomplete will be corrected promptly.

Linked Internet Sites

You should be aware that other Internet sites to which you link from apextrust.com may contain privacy provisions that differ from the provisions provided herein.

Changes to the Customer Internet Privacy Statement – United Kingdom

Changes to our Internet Privacy Statement will be noted here so that you can be fully informed about the privacy protection we provide and your choices with regard to our use of personal information for marketing purposes.

Date Last Revised: 09/09/2001

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