

Terms of Service for Apex Executive Partners

Last Updated: July 2025

Please read these Terms of Service ("Terms," "Terms of Service") carefully before using the <https://apexexecpartners.com/> website (the "Service") operated by Apex Executive Partners ("us," "we," or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

1. Services Offered

Apex Executive Partners provides business consultancy services specialising in commercial and operational growth for innovative, technology-focused organisations, including startups and private equity-backed ventures. Our services may include, but are not limited to, strategic planning, commercial strategy development, operational optimisation, market analysis, and executive coaching. Specific services and their scope will be detailed in separate engagement agreements or proposals.

2. User Obligations

By using our Service, you agree to:

- Use the Service only for lawful purposes and in a way that does not infringe the rights of, restrict, or inhibit anyone else's use and enjoyment of the Service.
- Provide accurate, current, and complete information when contacting us or engaging our services.
- Maintain the confidentiality of any account information or credentials provided to you for accessing secure areas of the Service.
- Not use the Service to transmit any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- Not knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

3. Intellectual Property

The Service and its original content, features, and functionality are and will remain the exclusive property of Apex Executive Partners and its licensors. The Service is protected by copyright, trademark, and other laws of both the United Kingdom and

foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Apex Executive Partners.

Any materials, reports, strategies, or other deliverables created by Apex Executive Partners during the course of a consultancy engagement will be subject to the intellectual property terms outlined in the specific engagement agreement.

4. Links to Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by Apex Executive Partners.

Apex Executive Partners has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that Apex Executive Partners shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

5. Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

Apex Executive Partners does not warrant that a) the Service will function uninterrupted, secure, or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Any advice, recommendations, or strategies provided by Apex Executive Partners during consultancy engagements are based on information provided by the Client and our professional judgment. While we strive for excellence, we do not guarantee specific outcomes or results, as these can be influenced by various factors outside our control.

6. Limitation of Liability

In no event shall Apex Executive Partners, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special,

consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorised access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Our total liability to you for any and all claims arising out of or in connection with these Terms or the services provided, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the fees paid by you to Apex Executive Partners for the services directly related to the claim in the twelve (12) months preceding the event giving rise to the claim.

7. Indemnification

You agree to defend, indemnify, and hold harmless Apex Executive Partners and its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms; or c) any content posted by you on the Service.

8. Governing Law

These Terms shall be governed and construed in accordance with the laws of England and Wales, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have between us regarding the Service.

9. Changes to These Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

10. Contact Us

If you have any questions about these Terms, please contact us:

- By email: info@apexexecpartners.com]