

Terms & Conditions

Terms Of Use for the AP Wealth Management, LLC Web Site EFFECTIVE DATE: October 17th, 2022

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PRIVACY POLICY

Any personal information submitted by you on this Site is maintained in accordance with our <u>Privacy Policy</u>. Please carefully review our <u>Privacy Policy</u>.

DISCLOSURE BROCHURE

Please visit our website and access our additional disclosures via the links in the main menu at the top of the page under "Legal," contains <u>AP Wealth Management's Form ADV.</u>

NO OFFER, INVESTMENT ADVICE, OR PERFORMANCE GUARANTEES

Neither the information nor any opinion expressed on this Site constitutes an offer by AP Wealth Management to buy or sell any securities or financial instruments, or to provide any investment advice or service. The services, securities and financial instruments described on this Site may not be available to or suitable for you, and not all strategies are appropriate at all times. The value and income of any of the securities or financial instruments mentioned on this Site can fall as well as rise, and an investor may get back less than he or she invested. Foreign-currency denominated securities and financial instruments are subject to fluctuations in exchange rates that could have a positive or adverse effect on the value, price or income of such securities and financial instruments. Past performance is not necessarily a guide to future performance. Independent advice should be sought in all cases.

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Any investment products and services mentioned on this Site may have tax consequences. It is important to bear in mind that AP Wealth Management does not provide tax advice. The levels and bases of taxation can change. Your tax affairs are your own responsibility and you should consult your own attorneys or other tax advisors in order to understand the tax consequences of any investment products and services mentioned on this Site.



UNAVAILABILITY IN SOME JURISDICTIONS

None of the investment products or services mentioned on this Site are available, and prospectuses in respect of them will not be distributed, to persons resident in any state or territory where such distribution would be contrary to local law or regulation.

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- b) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
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- d) make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- e) make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- f) make available any content that is unlawful, harmful, threatening, tortious, defamatory, obscene, invasive of another's privacy, or otherwise objectionable;
- g) make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i) interfere with or disrupt this Site or servers or networks connected to this Site, or disobey any requirements, procedures, policies or regulations of networks connected to this Site;
- j) intercept, collect or store personal data about current or former clients of AP Wealth Management or any other visitors to this Site; or
- k) violate any applicable local, state, national or international laws or regulations.

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LIMITATIONS OF LIABILITY

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GOVERNING LAW; JURISDICTION

These terms of use and the relationship between you and us relating to your use of this Site shall be governed by and interpreted in accordance with the laws of the State of Georgia, without regard to any conflict of laws principles that would require the application of the laws of a different jurisdiction. You agree to submit to the personal jurisdiction of the state and federal courts located within Atlanta, Georgia for any dispute, claim or action arising out of or related to your use of this Site or these terms of use, and hereby waive any objections to the jurisdiction or venue of such courts.

ASSIGNMENTS

You may not assign or delegate any right or duty under these terms of use or related to this Site without the prior written consent of an authorized officer of AP Wealth Management. Any attempted assignment or delegation without such consent will be null and void from the beginning and without further effect. We may assign any right or duty under these terms of use or related to this Site with or without notice to you. Subject to the foregoing, these terms of use will be binding upon and will inure to the benefit of you



and us, and each of our respective representatives, heirs, administrators, successors and permitted assigns.

CHANGES TO THESE TERMS OF USE

We reserve the right to amend these terms of use from time to time by posting the amended terms on this Site. We will notify you of these changes by updating the "Effective Date" for these terms of use, or by posting a notice on our Site that the terms of use have been changed. However, it remains your responsibility to review the terms of use, and your continued use of this Site after we have amended the terms of use shall signify your acceptance of the amended terms. These terms of use may be modified by you only by obtaining the prior written consent of an authorized representative of AP Wealth Management.

WAIVER

No duty or breach of these terms of use may be waived by any act, omission or knowledge by us, except by an instrument in writing expressly waiving the duty or breach and signed by an authorized representative of AP Wealth Management. Any waiver (express or implied) by us of any duty or breach will not constitute a waiver of any other or subsequent duty or breach.

CONTACTING US

If you have questions about these terms of use, the <u>Privacy Policy</u> for this Site, or any other questions concerning this Site, please contact:

AP Wealth Management Attn: Compliance Officer, Patrick W. Fair 1100 Frazier Drive Augusta, GA 30909 (706) 364-4281

ENTIRE AGREEMENT

These terms of use constitute the entire agreement between you and us with regard to your access to and use of this Site, and supersede all prior and contemporaneous negotiations, statements and agreements, whether written or oral, relating to the subject matter hereof. In the event any provision of these terms of use is judicially determined to be invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent permitted under applicable law, and the remaining provisions will continue in full force and effect.

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