

APEX CHARTER

Association for Positive Ethical eXchange

(Originally ratified February 22, 2007.)



PART I THE FOUNDATIONS OF APEX

A) NAME AND PROPER USAGE

- i} The name of this organization shall be the Association for Positive Ethical eXchange.
- ii} The only two proper ways to write the name of this organization shall be "APEX" (all capital letters) and "Association for Positive Ethical eXchange" (with a small "e" and capital "X" beginning the last word).

B) MISSION STATEMENT OF APEX

- i} Our mission on the Internet is to increase the credibility and professionalism of all web site owners, designers and users, to set ethical standards, encourage professional practices and promote fellowship among Internet users.
- ii} APEX exists to promote the ethical exchange of all ideas, goods or services where the Internet is used for the exchange.
- iii} APEX reviews web sites that apply for Membership by a panel of trained and supervised persons and ensures they come under compliance with the specific requirements necessary for our seal of approval.
- iv} International web site users will come to trust those sites that have earned our seal of approval as a standard and will have faith that those web sites comply with the highest ideals of ethical practices concerning their products and practices.

C) THE APEX PLEDGE

As an authorized representative (authorized representatives) of an APEX Member site, I (we) pledge that I (we) will:

- Never knowingly treat others with disrespect in any public form of communication.
- Never make assumptions about another's intent. Instead, I (we) will seek clarification when the intent is not obvious.
- Demonstrate fairness and be forthcoming in agreements whether the exchange is in the form of goods, services, information or conversation.
- Only request confidentiality prior to stating that which I (we) wish to remain confidential. Further, if I (we) have agreed to confidentiality, I (we) shall honor such agreement.
- Never initiate a dispute. Further, if confronted by a dispute I (we) shall request the services of the APEX Disputes Service.

- Agree to be bound by the decision of any APEX Dispute Committee convened on my (our) behalf or the decision of the Director of Disputes that my (our) dispute does not warrant the convening of a Dispute Committee.
- Agree to make a positive and ongoing contribution as a Member of APEX to ensure my (our) continued involvement within this ethics community.
- Agree not to affiliate with any group that defames others or has an agenda not consistent with the mission of APEX.

D) REVIEW OF THE CHARTER

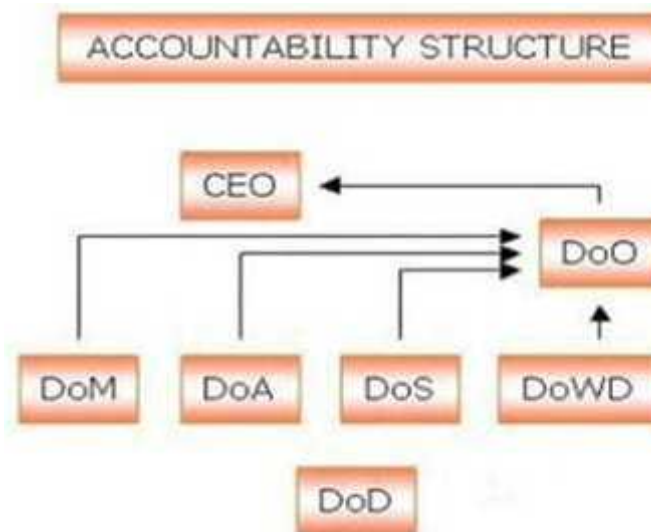
- i} The APEX Charter shall be reviewed once yearly by the APEX Board of Directors in reference to errors, omissions and / or required amendments and / or additions.

E) PUBLICATION OF THE CHARTER

- i} The APEX Charter shall be publicly posted for viewing and reference by the Membership in the APEX Library within the online APEX [Membership Requirements page](#).



PART II APEX STRUCTURE AND CHAIN OF COMMAND



A) THE APEX BOARD OF DIRECTORS

- i} APEX shall be operated by a Board of Directors, consisting of a Chief Executive Officer, Director of Operations, Director of Disputes, Director of Memberships, Director of Services, Director of Audits and a Director of Web Development (optional) (herein referred to individually as Directors.) The Board of Directors shall, at all times, act in the best interests of APEX Members and uphold the ideals upon which APEX was founded.

B) ELIGIBILITY FOR THE BOARD OF DIRECTORS

- i} All Directors and those nominated to be Directors must be the authorized representatives of APEX Member sites meeting APEX Membership requirements.

C) CHIEF EXECUTIVE OFFICER (CEO)

1} TERM OF OFFICE

- i} The Chief Executive Officer will serve for a term of three years that shall be calculated from the month he or she assumes Office. *(The term of service may be adjustable under terms agreed to by the remaining Directors.)*

2} SELECTION

- i} The Chief Executive Officer will be nominated by any Member of the Board of Directors and will be elected by a simple majority of the votes cast by the Board of Directors.
- ii} If a Nominee does not win a simple majority of the Board of Directors, the Nominee receiving the fewest votes from among the Board of Directors (if there are more than two candidates) shall be dropped and a second election shall be held by the Board of Directors with the remaining nominees. The Chief Executive Officer, if still in Office, will not participate in this second vote.
- iii} The remaining Nominee who receives a simple majority of votes cast by the Directors will be the new Chief Executive Officer. If the vote by the Board of Directors is a tie, the nominee who received the most Membership votes in the first election will be the new Chief Executive Officer.

3} DUTIES

- i} The Chief Executive Officer is in charge of and responsible for all the operations and activities of APEX. The Board of Directors assists the Chief Executive Officer in these activities.
- ii} The Chief Executive Officer, with the advice and consent of the Board of Directors, decides any matter of policy that is not specified in this Charter and / or any other APEX policies requiring immediate action due to an emergency situation. (This provision is not intended to circumvent the normal process of amending this Charter or any other APEX policies.)
- iii} The Chief Executive Officer may assemble the Board of Directors at any time and for any reason.
- iv} The Chief Executive Officer appoints a Provisional Executive.

4} VOTING RIGHTS

- i} The Chief Executive Officer votes within the Board of Directors only in the event of a tie. If the Chief Executive Officer casts a tie breaking vote the record will show a unanimous vote by the Board of Directors.



D) DIRECTOR OF OPERATIONS (DoO)

1} TERM OF OFFICE

- i} The Director of Operations will serve for a term of three years that shall be calculated from the month he or she assumes Office. *(The term of service may be adjustable under terms agreed to by the remaining Directors.)*

2} SELECTION

- i} The Director of Operations will be nominated by the APEX Membership and will be elected by a simple majority of the votes cast by the APEX Membership. As APEX Directors are also Members they may also make individual Nominations.
- ii} If a Nominee does not win a simple majority of the APEX Membership, the Nominee receiving the fewest Membership votes (if there are more than two candidates) shall be dropped and a second election shall be held by the APEX Membership with the remaining Nominees. The Director of Operations, if still in Office, does not participate in this second vote.
- iii} The remaining Nominee who receives a simple majority of votes cast by the APEX Membership will be the new Director of Operations. If the vote by the APEX Membership is a tie, the Nominee who received the most Membership votes in the first election will be the new Director of Operations.

3} DUTIES

- i} The Director of Operations is second-in-command of APEX.
- ii] The Director of Operations reports directly to the Chief Executive Officer.
- iii} The Director of Operations carries out the directives and orders of the Chief Executive Officer and shall be assisted in these activities by other Directors.
- iv} The Director of Memberships, Director of Services and (if applicable) the Director of Web Development report to the Director of Operations who passes pertinent information on to the Chief Executive Officer.

4} VOTING RIGHTS

- i} The vote of the Director of Operations counts as one vote within the Board of Directors.



E) DIRECTOR OF DISPUTES (DoD)

1} TERM OF OFFICE

- i} The Director of Disputes will serve for a term of three years that shall be calculated from the month he or she assumes Office. *(The term of service may be adjustable under terms agreed to by the remaining Directors.)*

2} SELECTION

- i} The Director of Disputes will be nominated by the Director of Operations and be approved by the APEX Board of Directors. Approval will be by a simple majority of votes cast by Directors. If the Nominee is not approved by the Board of Directors the process will begin a second time.
- ii} If the second nominee is not approved the first Nominee becomes the new Director of Disputes unless the APEX Board of Directors can prove that the first Nominee is unfit in which case the process begins again.
- iii} If the third Nominee is not approved, the second Nominee becomes the new Director of Disputes unless the Board of Directors can prove that the second Nominee is unfit, in which case the third Nominee becomes the new Director of Disputes.

3} DUTIES

- i} The Director of Disputes operates outside the normal chain of command.
- ii} The Director of Disputes is in charge of handling all disputes involving the Board of Directors Members and all APEX Members according to the APEX Disputes Procedure.
- iii} The Director of Disputes may deal with any minor Dispute on his or her own if the circumstances are found to be warranted and the parties to the Dispute are in agreement.
- iv} The Director Disputes will initially handle all Right of Refusal issues.
- v} The Director of Disputes may form short term Committees / Groups as required and appoint any owner/s of APEX Membership web site(s) meeting APEX Membership requirements (where the owner/s of the APEX Member web site/s is / are not involved with any current APEX Dispute) to assist with Dispute resolution responsibilities excluding any Right of Refusal issues.

**** CLARIFICATION:** Any Committee / Group having been formed in the event of any Dispute will be dissolved by the Director of Disputes immediately after Dispute resolution.

**** FOR ALL CONFLICT OF INTEREST SITUATIONS PLEASE REFER TO CHARTER SECTION - 0 - 5 - COMMITTEES / GROUPS AND CONFLICTS OF INTEREST.**

4} VOTING RIGHTS

- i} The vote of the Director of Disputes counts as one vote within the Board of Directors.



F) DIRECTOR OF MEMBERSHIPS (DoM)

1} TERM OF OFFICE

- i} The Director of Memberships will serve for a term of three years that shall be calculated from the month he or she assumes Office. *(The term of service may be adjustable under terms agreed to by the remaining Directors.)*

2} SELECTION

- i} The Director of Memberships will be nominated by the APEX Membership and will be elected by a simple majority of the votes cast by the APEX Membership. As APEX Directors are also Members they may also make individual Nominations.
- ii} If a Nominee does not win a simple majority of the APEX Membership, the Nominee receiving the fewest Membership votes (if there are more than two candidates) shall be dropped and a second election shall be held by the APEX Membership with the remaining Nominees. The Director of Memberships, if still in Office, does not participate in this second vote.
- iii} The remaining Nominee who receives a simple majority of votes cast by the APEX Membership will be the new Director of Memberships. If the vote by the APEX Membership is a tie, the Nominee who received the most Membership votes in the first election will be the new Director of Memberships.

3} DUTIES

- i} The Director of Memberships reports to the Director of Operations and will work in close co-operation with the Director of Audits and the Director of Web Development.
- ii} The Director of Membership will receive all applications for Membership.
- iii} The Director of Memberships will maintain one APEX Membership list this including but not restricted to:
 - Details of all Members meeting APEX Membership requirements.
 - Any other individual Membership information considered relevant to the efficient maintenance of the APEX Membership list.
- iv} The Director of Memberships supervises and maintains the long term Applicant Evaluation Committee / Group, reports new Members after Applicant Evaluation Committee / Group deliberations, removal or reclassification upon official communication from the Director of Audits to the Director of Operations who then informs the Director of Web Development for the purpose of inclusion in the [Membership list](#) displayed within the APEX web site.
- v} The Director of Memberships is responsible for maintaining a complete accounting of all Member web sites for compliance with overall APEX Membership requirements and will maintain records including but not restricted to:
 - All Member web site titles these also being displayed within the APEX web site Membership list.
 - All Member web site URLs these also being displayed within the APEX web site Membership list.
 - The URL where the APEX Membership Badge is displayed.
 - Individual APEX Membership Badge identification details. (APEX Membership Badge identification details may also be displayed within the APEX web site Membership list.)
 - The URL where the Privacy Policy or its equivalent (TOS) -Terms of Service or (TOU) - Terms of Use is displayed.
 - The URL where the Copyright statement and / or Licensing of same if required when the APEX Copyright Statement in Simplified Form model is displayed or the URL where the Copyright statement or its equivalent (TOS) - Terms of Service or (TOU) - Terms of Use is displayed.

- The URL where the Code of Ethics (COE) if present (which also requires the display of a License) and / or any other Ethics Pledge or Statement (which may not require the display of a License) is displayed. **(It is not mandatory that the Code of Ethics (COE) or any other Ethics Pledge or Statement be displayed.)**
- A valid Member site owner contact address.
- A history of all APEX additions, removals and / or reclassification of Memberships.

vi} The Director of Memberships may form long term Committees / Groups and appoint any owner(s) of APEX Membership web site(s) meeting Membership requirements to assist with his or her responsibilities.

** **CLARIFICATION:** It is the responsibility of all APEX Member web site owners to provide the Director of Memberships with details in respect to any Membership information that requires updating.

** FOR ALL CONFLICT OF INTEREST SITUATIONS PLEASE REFER TO CHARTER SECTION - O - 5 - COMMITTEES / GROUPS AND CONFLICTS OF INTEREST.

4} VOTING RIGHTS

i} The vote of the Director of Memberships counts as one vote within the Board of Directors.



G) DIRECTOR OF AUDITS (DoA)

1} TERM OF OFFICE

i} The Director of Audits will serve for a term of three years that shall be calculated from the month he or she assumes Office. *(The term of service may be adjustable under terms agreed to by the remaining Directors.)*

2} SELECTION

i} The Director of Audits will be nominated by the APEX Membership and will be elected by a simple majority of the votes cast by the APEX Membership. As APEX Directors are also Members they may also make individual Nominations.

ii} If a Nominee does not win a simple majority of the APEX Membership, the Nominee receiving the fewest Membership votes (if there are more than two candidates) shall be dropped and a second election shall be held by the APEX Membership with the remaining Nominees. The Director of Audits, if still in Office, does not participate in this second vote.

iii} The remaining Nominee who receives a simple majority of votes cast by the APEX Membership will be the new Director of Audits. If the vote by the APEX Membership is a tie, the Nominee who received the most Membership votes in the first election will be the new Director of Audits.

3} DUTIES

- i} The Director of Audits reports to the Director of Operations and will work in close co-operation with the Director of Memberships.
- ii} The Director of Audits may form long term Committees / Groups and appoint any owner(s) of APEX Membership web site(s) meeting Membership requirements to assist with his or her responsibilities.
- iii} The Director of Audits and staff within any Committee / Group set up for the specific purpose will audit Member sites for compliance with APEX Membership requirements including the following:
- That the APEX Member web site title and URL is correct.
 - That the APEX Member Privacy Policy or its equivalent (TOS) -Terms of Service or (TOU) - Terms of Use is displayed and the URL is correct.
 - That the Copyright statement and / or Licensing of same if required when the APEX Copyright Statement in Simplified Form model is displayed or the URL where the Copyright statement or its equivalent (TOS) - Terms of Service or (TOU) - Terms of Use is displayed and the URL is correct.
 - That the APEX Member web site badge with identification is correctly linked and displayed within the APEX Member web site.
 - That the Code of Ethics (COE) if present (which also requires the display of a License) and / or any other Ethics Pledge or Statement (which may not require the display of a License) is displayed and the URL is correct.
(It is not mandatory that the Code of Ethics (COE) or any other Ethics Pledge or Statement be displayed.)
 - That a functional APEX Member site owner contact address is displayed.
- iv} The Director of Audits will report changes that result from the audit of all Member web sites for compliance with APEX Membership requirements to the Director of Memberships.
- v} The Director of Audits will verify the accuracy of the online APEX Membership list and manage the ongoing reconciliation of the APEX Membership workbook that is maintained by the Director of Memberships and / or the Director of Operations.
- ** CLARIFICATION: No owner/s of APEX Member web site/s that are on staff within any Audit Committee / Group may audit their own web site/s for compliance with APEX Membership requirements and if requested in error to do so must immediately declare a Conflict of Interest to the Director of Audits.
- ** FOR ALL CONFLICT OF INTEREST SITUATIONS PLEASE REFER TO CHARTER SECTION - O - 5 - COMMITTEES / GROUPS AND CONFLICTS OF INTEREST.

4} VOTING RIGHTS

- i} The vote of the Director of Audits counts as one vote within the Board of Directors.



H) DIRECTOR OF SERVICES (DoS)

1} TERM OF OFFICE

- i} The Director of Services will serve for a term of three years that shall be calculated from the month he or she assumes Office. (*The term of service may be adjustable under terms agreed to by the remaining Directors.*)

2} SELECTION

- i} The Director of Services will be nominated by the APEX Membership and will be elected by a simple majority of the votes cast by the APEX Membership. As APEX Directors are also Members they may also make individual Nominations.
- ii} If a Nominee does not win a simple majority of the APEX Membership, the Nominee receiving the fewest Membership votes (if there are more than two candidates) shall be dropped and a second election shall be held by the APEX Membership with the remaining Nominees. The Director of Services, if still in Office, does not participate in this second vote.
- iii} The remaining Nominee who receives a simple majority of votes cast by the APEX Membership will be the new Director of Services. If the vote by the APEX Membership is a tie, the Nominee who received the most Membership votes in the first election will be the new Director of Services.

3} DUTIES

- i} The Director of Services reports to the Director of Operations.
- ii} The Director of Services is responsible for the following:
- APEX public relations and promotion,
 - Seeking and negotiating Membership benefits with commercial enterprises such as discounts at retailers etc.
- iii} The Director of Services may form short term Committees / Groups as required and appoint any owner(s) of APEX Membership web site(s) meeting Membership requirements to assist with his or her responsibilities.

4} VOTING RIGHTS

- i} The vote of the Director of Services counts as one vote within the Board of Directors.



I) DIRECTOR OF WEB DEVELOPMENT (DoWD)

1} TERM OF OFFICE

- i} The Director of Web Development will serve for a term of three years that shall be calculated from the month he or she assumes Office. This Directorship is optional. (*The term of service may be adjustable under terms agreed to by the remaining Directors.*)

2} SELECTION

- i} The Director of Web Development will be nominated by the APEX Membership and will be elected by a simple majority of the votes cast by the APEX Membership. As APEX Directors are also Members they may also make individual Nominations.
- ii} If a Nominee does not win a simple majority of the APEX Membership, the Nominee receiving the fewest Membership votes (if there are more than two candidates) shall be dropped and a second election shall be held by the APEX Membership with the remaining Nominees. The Director of Web Development, if still in Office, does not participate in this second vote.
- iii} The remaining Nominee who receives a simple majority of votes cast by the APEX Membership will be the new Director of Web Development. If the vote by the APEX Membership is a tie, the Nominee who received the most Membership votes in the first election will be the new Director of Web Development.

3} DUTIES

- i} The Director of Web Development reports to the Director of Operations and will work in close co-operation with the Director of Memberships.
- ii} The Director of Web Development is in charge of and has authority in respect to the design and maintenance of the APEX web site with any major design changes being agreed to by the APEX Board of Directors prior to implementation. The Director of Operations will be available to assist the Director of Web Development in any web site issues as required.
- iii} The Director of Web Development, with the assistance of the Director of Operations and Director of Memberships will maintain an updated Membership listing this being displayed from the APEX web site and ensure that Server web site backups are collected and saved on a weekly basis.
- iv} APEX Server information will be maintained by the APEX Technical Advisor and two (2) of the following three (3) Directors to ensure web site security and display viability.
 - The Director of Web Development (if applicable.)
 - The Director of Operations.
 - The Director of Memberships.

4} VOTING RIGHTS

- i} The vote of the Director of Web Development counts as one vote within the Board of Directors.



J) PROVISIONAL EXECUTIVE

1} QUALIFICATIONS

- i} The Provisional Executive must be the authorized representative of an APEX Member site and not be currently serving on the APEX Board of Directors.

**** CLARIFICATION:** The Provisional Executive may not serve on the Board of Directors and be the Provisional Executive simultaneously.

2} APPOINTMENT

i} The Chief Executive Officer shall directly appoint the Provisional Executive.

3} TERM OF OFFICE

i} There is no limitation to the term of the Provisional Executive. He or she may continue to serve in the Office until he or she resigns, is replaced by the Chief Executive Officer or becomes Acting Chief Executive Officer under the conditions specified in this Charter.

4} DUTIES

i} The Provisional Executive has no duties and no privileges beyond those of any other representative of an APEX Member site unless he or she becomes Acting Chief Executive Officer under the conditions specified in this Charter.

ii} The Provisional Executive may serve APEX in any other desired manner except as a Member of the Board of Directors. The Provisional Executive may seek a position on the Board of Directors if desired. However, upon his or her assumption of a position on the Board of Directors the position of Provisional Executive is automatically resigned and becomes vacant.

4} VACANCY

i} If the Office of Provisional Executive becomes vacant, the Chief Executive Officer shall appoint a qualified replacement within seven (7) days or, if it is not possible to appoint a qualified replacement within seven (7) days, as soon as circumstances permit.



K) PROCEDURE FOR A VACANCY OR VACANCIES ON THE BOARD OF DIRECTORS

1} CHIEF EXECUTIVE OFFICER

i} If the Office of Chief Executive Officer becomes vacant, the Director of Operations temporarily assumes, in addition to his or her regular duties, the duties and responsibilities of the Chief Executive Officer until a new Chief Executive Officer is selected and assumes the Office. During this period, the Director of Operations also assumes the title of Acting Chief Executive Officer.

- **Refer to: Charter section - M) - EXEMPTIONS, MEMBERSHIP NOTIFICATION, PROCEDURES FOR MEMBERSHIP NOMINATIONS, RIGHT OF REFUSAL, PROCESS AND / OR VOTING** for the normal procedure for selecting a new Chief Executive Officer.

2} OTHER BOARD OF DIRECTORS OFFICES

i} If a Board of Directors Office other than that of the Chief Executive Officer becomes vacant, the position will remain vacant until a new Director is selected.

ii} The Chief Executive Officer may choose to temporarily assign the duties of the vacant Office to another Director.

- **Refer to: Charter section - M)** - EXEMPTIONS, MEMBERSHIP NOTIFICATION, PROCEDURES FOR MEMBERSHIP NOMINATIONS, RIGHT OF REFUSAL, PROCESS AND / OR VOTING for the normal procedure for selecting new APEX Directors.

3} OTHER MULTIPLE OFFICES SIMULTANEOUSLY - INCLUDING THE CHIEF EXECUTIVE OFFICER

i} If more than one Board of Directors Office becomes vacant simultaneously, one of which is the Office of Chief Executive Officer, the duties and responsibilities of the Chief Executive Officer will be temporarily assumed by the first Director on the following list that is still serving on the Board of Directors:

- Director of Operations.
- Director of Disputes.
- Director of Memberships.
- Director of Services.
- Director of Web Development.

Such Director also assumes the title of Acting Chief Executive Officer and will serve in this capacity until a new Chief Executive Officer is selected and assumes Office.

- **Refer to: Charter section - M)** - EXEMPTIONS, MEMBERSHIP NOTIFICATION, PROCEDURES FOR MEMBERSHIP NOMINATIONS, RIGHT OF REFUSAL, PROCESS AND / OR VOTING for the normal procedure for selecting a new Chief Executive Officer.

ii} The other vacant Offices will remain vacant until a new Director or Directors is / are selected. This process must begin within 14 days after the new Chief Executive Officer assumes Office or, if it is not possible to begin within 14 days after the new Chief Executive Officer assumes Office, as soon as circumstances permit.

iii} The newly seated Chief Executive Officer may choose to temporarily assign the duties of the vacant Office(s) to another Director.

- **Refer to: Charter section - M)** - EXEMPTIONS, MEMBERSHIP NOTIFICATION, PROCEDURES FOR MEMBERSHIP NOMINATIONS, RIGHT OF REFUSAL, PROCESS AND / OR VOTING for the normal procedure for selecting new APEX Directors.

4} OTHER MULTIPLE OFFICES SIMULTANEOUSLY - EXCLUDING THE CHIEF EXECUTIVE OFFICER

i} If more than one Board of Directors Office becomes vacant simultaneously, not including the Chief Executive Officer, the Offices will remain vacant until new Directors are selected.

ii} The Chief Executive Officer may choose to temporarily assign the duties of the vacant Office to another Director.

- **Refer to: Charter section - M)** - EXEMPTIONS, MEMBERSHIP NOTIFICATION, PROCEDURES FOR MEMBERSHIP NOMINATIONS, RIGHT

OF REFUSAL, PROCESS AND / OR VOTING for the normal procedure for selecting new APEX Directors.

5} ALL BOARD MEMBERS

- i} If at any time all Board of Directors Offices become vacant simultaneously, the Provisional Executive shall automatically become Acting Chief Executive Officer.
- ii} The first duty of the new Acting Chief Executive Officer shall be to directly appoint a new Director of Operations to assist him or her.
- iii} The new Acting Chief Executive Officer will serve in this capacity until a new Chief Executive Officer is selected and assumes Office.
 - **Refer to: Charter section - M) - EXEMPTIONS, MEMBERSHIP NOTIFICATION, PROCEDURES FOR MEMBERSHIP NOMINATIONS, RIGHT OF REFUSAL, PROCESS AND / OR VOTING** for the normal procedure for selecting a new Chief Executive Officer. This process must begin within 14 days of the Acting Chief Executive Officer's assumption of Office or, if it is not possible to begin within 14 days of the Acting Chief Executive Officer's assumption of Office, as soon as circumstances permit.
- iv} The other Board of Directors Offices will remain vacant during this period.
- v} When the new Chief Executive Officer assumes Office, the Acting Chief Executive Officer shall return to Office as Provisional Executive.
 - **Refer to: Charter section - M) - EXEMPTIONS, MEMBERSHIP NOTIFICATION, PROCEDURES FOR MEMBERSHIP NOMINATIONS, RIGHT OF REFUSAL, PROCESS AND / OR VOTING** for the normal procedure for selecting new Directors. This process must begin within 14 days of the new Chief Executive Officer's assumption of Office or, if it is not possible to begin within 14 days of the new Chief Executive Officer's assumption of Office, as soon as circumstances permit.
- vi} The Chief Executive Officer may choose to temporarily assign the duties of the vacant Office(s) to another Director.



L) ELECTION PROCEDURES FOR DIRECTORS

1} VOTES OF THE BOARD OF DIRECTORS

- i} When the selection of a new Director or Directors requires a vote by the Board of Directors such an example being the Director of Disputes, the Chief Executive Officer or his or her designate on the Board will determine the specific method by which voting will take place.



M) EXEMPTIONS, MEMBERSHIP NOTIFICATION, PROCEDURES FOR MEMBERSHIP NOMINATIONS, RIGHT OF REFUSAL, PROCESS AND / OR VOTING

1} EXEMPTIONS

- i} The position of Chief Executive Officer (CEO) will be exempt from any APEX Membership nominations and / or voting processes and will be nominated and approved by the current APEX Board of Directors. The successful Nominee will require the approval of a simple majority of the APEX Board of Directors.
- ii} The position of Director of Disputes (DoD) will be exempt from any APEX Membership nominations and / or voting processes and will be nominated by the current Director of Operations. The successful Nominee will require the approval of a simple majority of the APEX Board of Directors.

2} PROCESS FOR VACANCY NOTIFICATION TO APEX MEMBERS

- i} One notification email will be sent to all APEX Members six to eight (6 / 8) weeks prior to any pending election giving them two (2) weeks to make nominations. As APEX Directors are also Members they may also make individual nominations. Any nomination must include the nominee name, web site title and a valid email address.
- ii} Included in the email sent to the APEX Membership will be information on the position / s available and the date / s of and place for the pending election / s. *(Brief information of vacancies may also be displayed within an online vacancy page at the APEX web site.)*
- iii} All nominations will be accepted and placed before the APEX Membership during the voting process unless there is written evidence proving any proposed nominee to be unfit.
- iv} Persons nominated will be contacted and given one (1) week to respond in respect to their acceptance or refusal of the nomination.

3} RIGHT OF REFUSAL

No election where a Right of Refusal is possible can be continued with until the issue has been resolved.

- i} Upon the making of a nomination for any APEX Directorship (excluding the positions of Chief Executive Officer (CEO) and Director of Disputes (DoD) by any of the APEX Membership and after delivery to and receipt by the Chief Executive Officer (CEO) of provable written evidence or information, including the name and valid email of the applicable nominee, to the effect the election of the applicable nominee would not be in the best interests of APEX, the provable written evidence or information will be delivered directly to the APEX Director of Disputes who will adjudicate over any defense that may be provided by the applicable nominee.

4} DEFENCE TO ANY RIGHT OF REFUSAL

- i} Any applicable nominee who has provable written evidence or information provided against them to the effect his or her election to the APEX Board of Directors would not be in the best interests of APEX have the right of defense.

5} RIGHT OF DEFENSE PROCESS

- i} The Director of Disputes will contact by email the applicable nominee against whom the provable written evidence or information has been provided sending him or her a copy of the provable written evidence or information including a reasonable time frame for response. Identification of the person making the allegation will be excluded. The applicable nominee is respectfully advised to respond including provable written evidence or information on his or her behalf within the stated time frame.
- ii} If no applicable nominee response is received by the Director of Disputes within the allocated time frame the Director of Disputes will hold discussions on the issue with the APEX Board of Directors providing them with relevant information and his or her considerations and findings. Upon a unanimous decision by the APEX Board of Directors, the nomination will be refused and the APEX Board of Directors decision will be final.
- iii} If an applicable nominee response is received by the Director of Disputes within the allocated time frame he or she will consider all provable written evidence or information provided seeking further information as required and will, after due consideration, hold discussions on the issue with the APEX Board of Directors providing them with relevant information and his or her considerations and findings. Upon a unanimous decision by the APEX Board of Directors, the nomination may or may not be refused and the APEX Board of Directors decision will be final.
- iv} The Director of Disputes will immediately contact the applicable nominee by email providing him or her the APEX Board of Directors decision.
- v} All written evidence or information held will finally be destroyed by the Director of Disputes with a memo being held in the APEX Board of Directors Forum stating the following:
 - The date the Right of Refusal issue arose.
 - The reason or reasons for the Right of Refusal being considered.
 - The names of the parties concerned.
 - The final decision reached by the APEX Board of Directors.

6} NOMINATIONS FROM THE MEMBERSHIP

- i} If the selection of a new Director or Directors requires nominations from the Membership, the following procedure will be used and if necessary, this process may be conducted for multiple Directorships simultaneously. The specific method for conducting the nominating process, keeping the Membership informed about nominations and for nominees to decline a nomination shall be determined by the Chief Executive Officer (or, if assigned by the Chief Executive Officer, the Director of Operations.) He or she may consult with other Directors regarding the best method to conduct this process in an efficient and fair manner.
 - (a) The Chief Executive Officer or, if assigned by the Chief Executive Officer, the Director of Operations shall deliver a Call for nominations to all current APEX Members and post the Call in appropriate places for viewing by the Membership. The Call shall briefly describe the Directorships open for nomination, the process by which nominations may be offered and declined, and the deadline for nominations.

- (b) The deadline shall always be at 11:59 PM (23:59) Greenwich Mean Time on a designated day.
- (c) Any authorized representative of an APEX Member site may nominate one qualified candidate for each open Directorship requiring a vote from the Membership. Only a single nomination from an authorized representative of an APEX Member site is required. No seconding of nominations is necessary.
- (d) Anyone nominated for a Directorship is permitted to decline the nomination at any time prior to voting.
- (e) When the deadline for nominations has passed, any nominations received after that time shall be ignored.
- (f) Within one day after the deadline for nominations has passed, the Chief Executive Officer or, if assigned by the Chief Executive Officer, the Director of Operations, shall contact each nominee for a Directorship and inquire as to whether the nominee is willing to serve as a Director if elected. This allows a nominee who was unaware of his or her nomination a chance to decline. If the nominee has already publicly stated his or her intention to serve if elected, this contact is unnecessary. If the nominee has not responded to repeated good-faith efforts to contact him or her within seven (7) days, his or her nomination will be cancelled.

7} VOTES FROM THE MEMBERSHIP

i} When the selection of a new Director or Directors requires a vote of the Membership, the following procedure will be used (if necessary, this process may be conducted for multiple Directorships simultaneously) to begin as soon as possible after nominees have verified their willingness to serve as Directors if elected.

- (a) The specific method for conducting the Membership voting shall be determined by the Chief Executive Officer or, if assigned by the Chief Executive Officer, the Director of Operations. He or she may wish to consult with other Directors regarding the best way to conduct voting in an efficient and fair manner.
- (b) The Chief Executive Officer shall designate one Director (other than the Director of Operations) to monitor and verify the voting.
- (c) The Chief Executive Officer or, if assigned by the Chief Executive Officer, the Director of Operations, shall deliver a Call for Votes to all current APEX Members and post the Call in appropriate areas for viewing by the Membership. This Call shall list, in alphabetical order, the nominees for each Office, along with the method to be used for casting votes. A deadline for casting votes will be included, which shall be not less than fourteen (14) or greater than twenty one (21) days from the day the Call for Votes is delivered. The deadline on the designated day will always be at 11:59 PM (23:59) Greenwich Mean Time.
- (d) The Chief Executive Officer or, if assigned by the Chief Executive Officer, the Director of Operations, along with the other Director designated by the Chief Executive Officer, shall monitor the voting during the voting period to ensure fairness.
- (e) At the end of the voting period, the Chief Executive Officer or, if assigned by the Chief Executive Officer, the Director of Operations, along with the other Director designated by the Chief Executive Officer, shall tally the votes cast for all Directorships. Any votes received after the announced deadline shall be ignored. The two Directors counting the votes shall resolve any differences in their vote

count. This tallying process must be completed in no more than seven (7) days.

- (f) When the count is completed, both Directors counting votes shall report the results of their count to the Chief Executive Officer if the Chief Executive Officer is not involved in the counting. The Chief Executive Officer shall then announce the results of the vote to the Board of Directors and to the Membership by posting the results in appropriate areas for viewing by the Membership.
- (g) Following the announcement of the voting results any records that may have been created in this process that would make it possible to identify individual votes shall be destroyed.

8} ASSUMPTION OF OFFICE FOLLOWING SELECTION

- i} A Director-Elect assumes Office at a time mutually agreed upon between himself or herself and the outgoing Director, but no later than five (5) days from the announcement of election results. (This allows for a smooth transition.) If the Office to which the Director-Elect has been elected is vacant, the Director-Elect assumes Office immediately upon the announcement of election results.



N) DISCIPLINARY ACTION AGAINST A DIRECTOR

1} SUSPENSION OR DISMISSAL OF A DIRECTOR BY THE CEO

- i} The Chief Executive Officer may dismiss or suspend any of the Directors for cause, which may be defined as any and / or all of the following:
- (a) Refusal to convene a committee if directed to do so.
 - (b) Absence from two (2) consecutive Board of Directors meetings without prior notice.
 - (c) Failure to respond within seven (7) days to a written warning regarding alleged non-performance of duties.
 - (d) Activity (or lack thereof) which has already resulted in two (2) prior written warnings.
 - (e) Insubordination.
 - (f) Unethical public activity.
 - (g) Irrational behavior to the detriment of APEX.
 - (h) Upon recommendation by the Board of Directors (regarding the Director of Disputes.)
- ii} These are the only circumstances under which an immediate dismissal may occur.

2} CHARGE OF MISCONDUCT AGAINST A DIRECTOR

- i} Any Director can file a charge of misconduct against another Director for cause, specifically:
- (a) Dereliction of his or her duties as a Director.
 - (b) Unethical public activity.
 - (c) Irrational behavior to the detriment of APEX.
- ii} A charge of misconduct is filed by a Director by presenting cause and evidence to the Director of Disputes. If the alleged infraction involves the Director of Disputes, the cause and evidence shall be presented to the Director of Operations. If the alleged

infraction involves both the Director of Disputes and the Director of Operations the cause and evidence shall be presented to the Chief Executive Officer.

iii} If the charge of misconduct involves multiple Board Members and the procedure is not covered by the contingencies in the previous paragraph, the cause and evidence shall be presented to the first Board Member in the following list who is available and who is not among those being charged:

- (a) Director of Disputes.
- (b) Chief Executive Officer.
- (c) Director of Operations.
- (d) Director of Memberships.
- (e) Director of Services.
- (f) Director of Audits.
- (g) Director of Web Development.

3} BOARD PROCEDURE FOLLOWING A DIRECTORS DISMISSAL BY THE CEO

- i} In the event a Director is dismissed by the Chief Executive Officer, the remaining Board Members may convene to discuss the dismissal and, if they wish, advise the Chief Executive Officer to reverse the decision, but the Board may not overturn the decision.
- ii} The Board may vote to reinstate the dismissed Director only after dismissal of the Chief Executive Officer by unanimous vote of the remaining Board Members.

4} BOARD PROCEDURE FOLLOWING A DIRECTORS SUSPENSION BY THE CEO

- i} In the event a Director is suspended by the Chief Executive Officer, an investigative meeting will occur within seven (7) days during which the Chief Executive Officer must provide his or her evidence for dismissal and the accused Director has an opportunity to present his or her defense.
- ii} Following the meeting a "yea" or "nay" vote by the Board of Directors to dismiss the suspended Director will take place.

**** EXCEPTION #1:** If the accused is the Director of Disputes the Board may vote only to recommend dismissal.

5} BOARD PROCEDURE FOLLOWING AN ACCUSATION OF MISCONDUCT BY A DIRECTOR AGAINST ANOTHER DIRECTOR

- i} In the event a Director or Directors is / are charged with misconduct by another Director, an investigative meeting will occur within seven (7) days (chaired by the Director who received the cause and evidence) during which the accuser must provide his or her evidence for dismissal and the accused will have the opportunity to present a defense. Following the meeting a "yea" or "nay" vote to dismiss the accused Director(s) will take place. (Suspension is not an option in this situation.)

**** EXCEPTION #1:** The Board may not vote to dismiss the Director of Disputes but may only vote to recommend dismissal.

**** EXCEPTION #2:** The Chief Executive Officer may be dismissed only by a unanimous vote of the Board of Directors.

6} SPECIAL PROTECTION FOR THE DIRECTOR OF DISPUTES

- i} The Director of Disputes may be terminated by the Chief Executive Officer for cause or upon recommendation by the Board of Directors but is otherwise immune to any punitive action by APEX or its Officers.

7} PUBLIC RECORD OF A DIRECTORS DISMISSAL

- i} If any Director is dismissed, it will be entered into the public record that he or she resigned. This is crucial to the preservation of good morale among the Membership and allows the Director to leave in a dignified manner.



0) COMMITTEES / GROUPS AND CONFLICTS OF INTEREST

- i} Short term Committees / Groups will be dissolved once their purpose is completed.

1} PUBLIC APPLICANT EVALUATION COMMITTEE / GROUP

- i} The Applicant Evaluation Committee / Group is a long term Committee / Group supervised by the Director of Memberships that is responsible for evaluating applications for APEX Membership using the current Membership criteria which shall be enumerated within the APEX web site and dated or shown to be current.

2} AUDIT COMMITTEE / GROUP

- i} The Director of Audits may form a long term Committee / Group and seek the voluntary assistance of any site owner of an APEX Member web site that meets APEX Membership requirements to assist with Audit responsibilities.
- ii} The Audit Committee / Group is a long term Committee / Group supervised by the Director of Audits that is responsible for the regular monitoring of Member web sites for compliance with current obligations of APEX Members as determined by the Board of Directors all of which are detailed under PART III - APEX MEMBERSHIP BENEFITS, OBLIGATIONS, MEMBERSHIP TYPES AND REVOCATION OF MEMBERSHIP - Items Bi through to Bii and Bi4 - all sub clauses inclusive (under circumstances as described within the APEX Charter.)
- iii} Once this Committee / Group has been formed it cannot be dissolved without the agreement of a majority of the APEX Board for Directors.

3} DISPUTES COMMITTEE / GROUP

- i} The Director of Disputes may form short term Committees / Groups and seek the voluntary assistance of any site owner of an APEX Member web site that meets APEX Membership requirements and where the site owner is not involved with any current APEX Dispute to assist with Dispute resolution responsibilities.

4} ANY OTHER COMMITTEE / GROUP

- i} Short term Committees / Groups may be formed for specific tasks by the Director whose area of responsibility involves that specific task. A Committee / Group Chairperson will be appointed by the Director (which may be the Director himself or herself if the Director so desires.) The Chairperson will be responsible for forming the Committee / Group from volunteers who are listed in the APEX Membership list. If

the Chairperson is not a Director, the Chairperson reports to the Director who formed the Committee / Group.

5} **CONFLICTS OF INTEREST**

a) **AUDIT COMMITTEE / GROUP**

A Conflict of Interest situation could arise for the APEX Member site owner if inadvertently he or she was requested to audit their own or a close friends APEX Member web site. **Refer to:** Section O) COMMITTEES / GROUPS AND CONFLICTS OF INTEREST - (2} AUDIT COMMITTEE / GROUP.) In such circumstances he / she is to immediately inform the Director of Audits that a conflict of interest has arisen.

b) **DISPUTES COMMITTEE / GROUP**

A Conflict of Interest situation could arise for the APEX Member site owner due to being asked to assist within this Committee / Group. **Refer to:** Section O) COMMITTEES / GROUPS AND CONFLICTS OF INTEREST - (3) - DISPUTES COMMITTEE / GROUP.) In such circumstances he or she is to immediately inform the Director of Disputes that a conflict of interest has arisen



PART III

APEX MEMBERSHIP BENEFITS, OBLIGATIONS, MEMBERSHIP TYPES AND REVOCATION OF MEMBERSHIP

(Also refer to APEX [Membership Requirements.](#))

Membership in APEX may be granted to qualified web sites when web site owners apply to APEX for Membership. Web sites must meet Membership qualifications as currently determined by the Board of Directors, publicly posted by APEX and interpreted by the Membership Evaluation Committee. APEX Membership is granted to web sites not to individuals.

** **CLARIFICATION #1:** APEX does not provide any Trial or Provisional Memberships status.

** **CLARIFICATION #2:** Membership Criteria may change from time to time and Member web site owners agree to abide with any newly added or changed criteria.

A) MEMBERSHIP BENEFITS

i} The benefits of APEX Membership include the following:

- A strong, internationally recognized public indication that your site believes in ethical behavior on the Internet.
- Access to a pool of people experienced in using the Internet for a number of applications.
- Access to a pool of people experienced in Web design, coding and resources.
- Access to a Members discussion mechanism.
- Access to the APEX Disputes Process for the fair disposition of complaints and disputes.

- The right to vote in elections requiring a vote by the Membership. Each APEX Member site is entitled to cast one vote in any election that requires a vote by the Membership. Such votes shall be cast in accordance with the voting procedures established in this Charter and by the specific method of voting determined by the Board of Directors at the time of each election.
- Access to other services and benefits as announced to the Membership by APEX.

B) MEMBERSHIP OBLIGATIONS

**** CLARIFICATION:** It is the responsibility of all Member web site owners to provide the Director of Memberships with any alterations in respect to any Membership details that require updating.

1} ADHERENCE TO APEX MEMBERSHIP REQUIREMENTS

i} Owners of Member web sites must continue to operate according to the Criteria for Membership as determined by the Board of Directors and posted at the online [Membership Requirements URL](#). Further information may be obtained by accessing the [APEX Membership Requirements.pdf](#) document.

2} ADHERENCE TO THE APEX MISSION STATEMENT AND PLEDGE

i} Owners of Member web sites must agree to abide by the APEX Mission Statement and Pledge as stated in this Charter and posted at the online [APEX Pledge URL](#) at all times to the best of their ability.

3} CONTACT INFORMATION

i} A valid contact person (typically, but not always, the webmaster) and email address must be designated with any web site owners application for APEX Membership.

4} MEMBER WEB SITE TITLE

i} Owners of Member web sites must maintain their web site titles in conformity with the listing at the APEX web site.

5} MEMBER WEB SITE URL

i} Owners of Member web sites must maintain their web site URLs in conformity with the listing at the APEX web site.

6} MEMBERS MINIMUM WEB SITE DESIGN REQUIREMENTS

i} Text has to be readable against the background.

ii} Navigation has to be user friendly.

iii} A quick and easy way of being contacted by your visitors, users and / or customers is required.

iv} Web site visitors must not be forced to download plug-ins or other programs in order to be able to view your web site.

7} **PRIVACY POLICY / STATEMENT**

- i} A Privacy Policy / Statement or its equivalent Terms of Service (TOS) or Terms of Use (TOU) is required to be displayed within all APEX Member web sites.

8} **COPYRIGHT POLICY / STATEMENT**

- i} A Copyright Policy / Statement or its equivalent Terms of Service (TOS) or Terms of Use (TOU) is required to be displayed within all APEX Member web sites.

9} **DISPLAY OF THE APEX COPYRIGHT STATEMENT IN SIMPLIFIED FORM**

- i} **It is not mandatory for any APEX Member web site to display the APEX Copyright Statement in Simplified Form.**
- ii} Members may create their own Copyright Statements however, if the APEX Copyright Statement in Simplified Form is displayed, the Creative Commons Attribution-Noncommercial-No Derivative Works 3.0 License must be displayed along with any exact copy of the APEX Copyright Statement in a Simplified form being displayed.
- iii} The APEX Copyright Statement in Simplified Form example or prototype is intended for two reasons:
 - It may be adopted by those Members who do not have a copyright statement of their own.
 - It serves as a model for what a copyright statement already developed by a Member should and should not contain. There is a very careful differentiation between a copyright statement and the use of the copyright symbol © which does not suffice.

** Download the [APEX Simplified Copyright Statement and License Sample.pdf](#) document for information on the requirements and correct display of the APEX Copyright Statement in Simplified Form.

10} **DISPLAY OF THE CODE OF ETHICS (COE) DOCUMENT**

- i} It is not mandatory for any APEX Member web site to display a Code of Ethics (COE) document.
- ii} Members may create their own Ethics Policy or display none at all however Code of Ethics (COE) documents displaying 20% and above of the identical content of the original Code of Ethics (COE) content must also display the relevant Creative Commons 3.0 Attribution Non-commercial Share Alike License as well as providing a link to the Award Community News under the terms of the License.
- iii} The Code of Ethics (COE) document may not be covered by any individual web site Copyright.

** **CLARIFICATION:** The original Spirit of the Code of Ethics (CQE) was and is that individuals, groups and / or organizations worldwide could have freely available a flexible standard format which could be used as the backbone of ethical web sites. No individual, group and / or organization can or should own such a vehicle.

** Download the [Code of Ethics \(COE\) Requirements and License Sample.pdf](#) for information on the requirements and correct display of the Code of Ethics (COE.)

- Failure of the Member web site to conduct its business or enterprise in accordance with the APEX Mission Statement and / or the APEX Pledge.
- Changes to the Member web site that result in the web sites failure to meet APEX Membership criteria.
- Repeated failure of Member web site owner/s to notify APEX when contact information or web addresses change.
- Disappearance of the Member web site from the Internet with APEX being unable to contact the web sites authorized representative.
- A unanimous decision by the Board of Directors that the Member web sites continued Membership is not in the best interests of APEX.



PART IV APEX DISPUTES PROCESS

A} FILING OF COMPLAINTS AND DISPUTES

1} COMPLAINTS

Anyone may file a formal complaint against an APEX Member web site or its representative for violation of the APEX pledge, APEX Mission Statement or for conduct otherwise deemed to be unethical. The complainant need not be a representative of an APEX Member web site. See [PART IV - APEX DISPUTES PROCESS - E}](#) - [TERMINOLOGY REFERENCES: Ruling.](#)

2} DISPUTES

Two or more parties involved in a dispute which concerns ethical behaviors on the Internet may request that APEX settle the matter for them if they agree to abide by the final decision of APEX on the matter. The parties involved need not be representatives of APEX Member web sites. See [PART IV - APEX DISPUTES PROCESS - E}](#) - [TERMINOLOGY REFERENCES: Binding Judgment.](#)

B} SUPERVISION OF DISPUTES

The Director of Disputes is responsible for processing all formal disputes and complaints filed with APEX.

**** EXCEPTION:** If the Director of Disputes is accused of an infraction in a formal complaint or is a party in the dispute to be settled by APEX, the Director of Disputes shall excuse himself or herself from processing the dispute or complaint in question and the Chief Executive Officer shall appoint another Board Member as a Special Investigator in this instance. The Special Investigator shall carry out the Procedure for Processing Disputes as if he or she were the Director of Disputes.

C} SUPERVISION OF DISPUTES

The Director of Disputes performs a preliminary investigation concerning the dispute complaint.

The Director of Disputes determines if a Disputes Committee should be convened or not, based on the evidence received during the preliminary investigation. If the

Director of Disputes determines that no Committee is necessary, he or she issues a written decision on the matter as soon as possible, which is then reported to the Chief Executive Officer. The Chief Executive Officer then announces the decision to the Board of Directors. The decision is then announced to the parties involved, entered into the records of APEX and enforced by the Board of Directors.

If the Director of Disputes determines that a Disputes Committee is required, he or she assembles the Committee from the APEX Membership. Directors other than Director of Disputes may not serve on the Disputes Committee.

The Director of Disputes informs the Chief Executive Officer and Board of Directors that a Disputes Committee has been formed as well as informing the parties involved in the dispute.

The Director of Disputes appoints a Committee Chairperson and distributes information gathered during the preliminary investigation to the Disputes Committee.

The Director of Disputes collects any new information needed and / or requested by the Committee from the involved parties and distributes it to the Committee.

The Director of Disputes observes the Disputes Committee and stands by to offer any assistance needed while Committee Members investigate, discuss and vote on the dispute, but does not directly participate in the Committee's discussions.

The Members of the Disputes Committee vote for a final verdict on the dispute which is reported to the Director of Disputes by the Committee Chairperson. The Director of Disputes casts a vote only in case of a tie. The Disputes Committee then issues a written decision on the matter as soon as possible.

The Director of Disputes reports the result of the Disputes Committee's decision to the Chief Executive Officer. The Chief Executive Officer then announces the decision to the Board of Directors. The decision is then announced to the parties involved, entered into the records of APEX, and enforced by the Board of Directors.

The Disputes Committee shall be dissolved immediately after its decision has been reported to the Chief Executive Officer.

D} APEX WILL NOT

- Participate in any dispute or complaint process if any party to a complaint or dispute has, prior to any formal request to APEX, aired the issue within any public or private arena such as web sites, forums, personal emails, chat boards, media of any type and / or any other form of public environ for APEX views such acts as a breach of good faith.
- Guarantee that any dispute or complaint process undertaken will be successful. It is recognized that all parties to any issue need to be willing to accept and abide by any resolution suggestions offered therefore APEX does not accept responsibility for any lack of success.
- Necessarily be members of or affiliated with any award groups, forums, indices and / or associations but will offer and provide at all times support for same and although APEX may feel that any web site in question may have a superior web presence, the web site will not be recognized should the web site owner, designer and / or participants, whether owners of APEX Member sites or not, decide to publicly

discredit others within their web sites, forums, personal emails, chat boards, media of any type and / or any other form of public environ.

E} TERMINOLOGY REFERENCES

1} COMPLAINT

One party's presentation of factual information as a formal complaint which is specific covering issues of cause and effect: like duress, mental anguish and so forth. The Director of Disputes will either dismiss the complaint as not having sufficient evidence to arrive at a determination or request that the offending party furnish factual information to refute the complaint.

2} DISPUTE

Presentation of factual information as a formal dispute by all parties such documentation being specific covering issues of cause and effect. Once parties to the dispute have furnished factual information a judgment could be rendered or a request that all parties submit to binding arbitration or mediation with the latter being preferable. This method would result in the process covered under the disputes section of the APEX Charter.

3} RULING

This would not necessitate both parties furnishing factual information but would be dependent in determining a cause and effect and would be the equivalent to a default judgment.

4} DEFAULT JUDGEMENT

Is a [binding judgment](#) in favor of the [plaintiff](#) when the [defendant](#) has not responded to a [summons](#) or has failed to appear before a [Court](#) of Law. It can be compared to a [forfeit](#) victory in sports. (Links will open in new windows.)

- *Credit for the 4} Default Judgment clause links: [Wikipedia](#).*



PART V CHARTER CHANGE / AMENDMENT PROPOSALS AND CHARTER ANNUAL REVIEW

A} PROPOSAL OF AMENDMENTS AND / OR CHANGES

- i} Amendments and / or changes to the APEX Charter may be proposed by any current APEX Member by submitting a proposal to both the Chief Executive Officer and the Director of Operations.
- ii} The proposal should include the specific area of the Charter that the proposal will change and / or augment.
- iii} The Chief Executive Officer (or, if assigned by the Chief Executive Officer, the Director of Operations) must place the proposal in front of the APEX Board of

Directors for discussion no later than two (2) weeks after submission of the amendments and / or changes.

B} APEX CHARTER ANNUAL REVIEW

- i} APEX may conduct an annual review of its Charter at the direction of the Chief Executive Officer or the Director of Operations and agreed upon by a simple majority of the APEX Board of Directors. The Annual Review shall start in September of each year. Only those amendments and recommendations, for the twelve months prior to September of any given year duly presented in the prescribed form will be considered by the APEX Board of Directors for adoption or rejection.
- ii} In addition, any Annual Review may include updating the language of the Charter, expansion of meanings and clarification of Charter provisions.
- iii} If such an Annual Review of the APEX Charter is agreed upon, more than one amendment and / or addition may be included in a draft copy of the Charter which, after discussion by and agreement to by the APEX Board of Directors will be presented to the Membership who will have one (1) week to signify their agreement through a simple majority of votes cast.
- iv} A brief summary of changes and additions would be provided to the Membership through their being able to access a draft copy of the APEX Charter for their approval.
- v} Following announcement of the voting results, any records that may have been created in this process that would make it possible to identify individual votes shall be destroyed.
- vi} Completion of items i, ii, iii, iv and v above combined with the approval of the Membership would result in the finalization of the APEX Charter and submission of same for the final approval of the APEX Board.



PART Vi MISCELLANEOUS PROVISIONS

A} GENERAL DIRECTORSHIP ELECTION TIMETABLE EXCLUDING RETIREMENTS AND / OR DISMISSALS

- i} All Directors will vacate their Directorships three (3) years from the month of their original election or, if the term of service was adjusted under terms agreed to by the remaining Directors, the Directorship will be vacated from end of the term agreed to.
- ii} APEX shall be permanently closed and cease to exist only if approved by the unanimous vote of the Board of Directors and by one vote more than two-thirds of the votes cast by the Membership.
- iii} Directors may sit on the APEX Board for multiple terms upon re-election.
- iv} Directorship elections will be held in June during any given year this depending upon the year any given Director was elected.

**** EXAMPLE:** If an APEX Director was elected during May, 2010 he or she would vacate the position at the start of June 2013 and a further election would be held no later than the end of June 2013 however, if the term of service was adjusted under terms agreed to by the remaining Directors, the Directorship will be vacated from end of the term agreed to.

B} PROVISION FOR THE PERMANENT CLOSURE OF APEX

- i} APEX shall be permanently closed and cease to exist only if approved by a unanimous vote of the Board of Directors and by one vote more than two-thirds of the votes cast by the Membership.
- ii} The Membership vote shall be conducted by presenting the issue of closure to the Membership who will have one (1) week to signify their agreement through a simple majority of votes cast.



INDIVIDUAL ONLINE DOCUMENTATION RELEVANT TO APEX

Refer to the online [APEX Members and Guests PDF Library](#)

All listed documents are in PDF format and require [Adobe ® Reader](#) to view. (Documents listed may have their own individual Copyright © specifications.)

- [APEX Charter.](#)
- [APEX Membership Requirements.](#)
- [APEX Simplified Copyright Statement and License Sample.](#)
- [APEX Complaints / Disputes Process.](#)
- [Code of Ethics \(COE\) Requirements and License Sample.](#)
- [Copyright Statement versus a © Symbol and Collective Works.](#)
- ["Fair Use" Discussion.](#)
- [What are Derivative Works?](#)
- [What is Plagiarism?](#)



E & OE.

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