

1. The Service:

OPV, Inc ("OPV") will design and construct media ("OPV products and services") for _____. (the "Client") according to the Client's specifications as set forth in a client order to be completed and submitted to OPV, Inc by Client (the "Client Proposal") and subject to the Terms and Conditions (this "Agreement"). Upon fulfillment of the Client Proposal, OPV, Inc will deliver the work via FTP download or global access and provide the Client with access codes. The Client may take the option to upload Final Media (s) when finished to a host of his choice or provide OPV, Inc with the host's access code. The Client may add or subtract items or pages at any time during the construction process until the product is delivered and subject to additional charges as applicable. The final payment will reflect those changes. All Clients must sign a copy of these OPV Terms and Conditions and Client Proposal at the time of submission of the client proposal to OPV, Inc, indicating agreement to and acceptance of these OPV Terms and Conditions.

Client acknowledges the following with respect to **Search Engine Optimization (SEO)** services:

- OPV has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. Client site may be excluded from any directory at any time at the sole discretion of the search engine or directory.
- Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms and other competitive factors, **OPV does not guarantee #1 positions or consistent top 10 positions for any particular keyword, phrase or search term.** However, if OPV fails to achieve 3 top 30 positions in the major search engines, OPV will re-evaluate and start over "SEO" services with no cost to Client.
- Some search engines and directories may take as long as 2 to 4 months, and in some cases longer, after submission to list your site.
- Occasionally, search engines will stop accepting submissions for an indefinite period of time.
- Occasionally, search engines will drop listings for no apparent or predictable reason. Often listing will "reappear" without any additional submissions. Should the listing not reappear, "Company" will re-submit the site based on the current policies of the search engine in question.
- Some search directories offer expedited listing services for a fee. "Company" encourages clients to take advantage of these expedited services. Client is responsible for expedited service fees, example Yahoo, unless otherwise noted in the package Client purchases.

2. Right to Refuse Orders.

OPV, Inc will not design or construct web page(s), audio or video media containing "adult content," promoting violence of any kind, including intolerance for race, lifestyle, or faith, or that constitutes harassment, defamation, libel, slander, or promotes the commission of a crime or any unlawful conduct. OPV, Inc shall have the right to refuse any Client Order or do business with any person or entity without liability and without explanation.

3. Delivery, Review and Additional Work.

OPV, Inc will install and publicly post the Client's pages/media by the date agreed upon by Client and OPV, Inc, unless the Client specifically requests a delay. Unless otherwise specified by Client, the method of delivery for completed works, under this Agreement, shall be made through its upload to the hosting web server. OPV, Inc will provide the Client with an opportunity to review the appearance and content of materials in a Beta Version prior to finalization of the pages/media (the "Beta Media"). The Beta Media will be deemed to be accepted and approved unless the Client otherwise notifies OPV, Inc at info@opvinc.com within (3) business days of the date the Beta Media is made available to the Client. Upon notice of requested changes, OPV, Inc will make changes to the Beta Media to the extent such requested changes are within the scope of the Client Order. Following any changes to the Beta Pages as requested by Client, OPV, Inc will provide Client the completed pages/media (the "Final Media"). OPV, Inc will not be obligated to make any changes to the Final Media unless the Client demonstrates the Final Media do not comply with the Client Order. When requested by Client, the parties shall in good faith negotiate additional Client Orders, each of which upon signing shall be deemed a part of this Agreement.

Web link to the OPV: OPV will add a link to your homepage that state "Design by OPV". This will link to www.opv1stpage.com or its affiliates. The link will blend with the design and be subordinate to all other elements on the page. The link will open in a new browser window. Removal of this link shall constitute a fee of 5% of the total website cost and shall be no less than \$200.

Link to the client: OPV and their vendors who work on your web site or media may link to your website (or media) from our perspective portfolios as an effort to promote our work. If the client wishes to not be shown in our portfolios, they must indicate so, in writing, to OPV. There will be a fee of 20% of the total project price to not be listed in our portfolio that will be billed and due with final payment.

4. Client Responsibility

All cost and timeline estimates contained in this proposal are based on the assumption that Client will meet or exceed requirements for Client deliverables and responsibilities. Client will assume responsibility for timely issuance of required communications, marketing materials, content and copy, and audio/video assets. Client shall provide timely responses to all project related communications, and will provide written documentation for acceptance of deliverables, change orders, enhancement requests, and other correspondence necessary to maintain effective project flow. In addition, Client will ensure that appropriate resources and personnel are allocated to participate in the project workflow and production.

Client will provide the following:

- (a) Provide the written content and any necessary images/audio/video within 3 weeks of signing this contract.
- (b) OPV, Inc is not responsible for delays caused by Client not delivering necessary content on time or revisions requested by Client.
- (c) After each stage of the project, an updated timeline will be reviewed by OPV, Inc and Client and signed to confirm changed (if any).
- (d) If the entire Client provided content is not ready within specified timeline (3 weeks), OPV, Inc reserves the right to complete the product/service and procure payment for the PRODUCT/SERVICE and complete the service to the product specification as stated in the Contract Proposal.
- (e) The following fees shall apply:
 - a. \$100/hr overtime fee will be incurred if more than 2 modifications to concepts presented in each stage of development (stages defined in contract proposal, along with deliverables).
 - b. \$100/hr overtime fee will be incurred if, after signing off on a stage of development, OPV, Inc is forced to go back and modify past concepts found in previous stages (past concepts defined in contract proposal).

5. Payment.

Charges for services to be provided by OPV, Inc are defined in the Client Proposal, which Client shall receive, execute and return to OPV, Inc. All Client Order's require an advance payment of a minimum of fifty (50%) percent of the project proposal total (unless stated otherwise) when returning this signed agreement and before the Beta Media are prepared. Thereafter, twenty-five (25%) percent of the remainder is due 30 days after the date of this agreement. The remaining twenty-five (25%) percent of the Client Proposal total will be due within 60 days after the date of this agreement thereby releasing the Final Media. **Final payment will always be due prior to release of Final Media to client.** OPV, Inc reserves the right, subject to (30) days advance email notice to the Client, to change the rates charged for any ongoing maintenance services provided to Client. Payment for services is due by credit card, check, cash, or money order and all credit card payments are subject to these Terms and Conditions and the Terms and Conditions posted on OPV, Inc site at www.opv1stpage.com pertaining to payment for use of OPV, Inc services. OPV, Inc must receive payment prior to final release of the client order.

6. Changes in Pricing.

OPV, Inc reserves the right to change prices without notice. However, price changes, other than those relating to on-going maintenance service, shall not be changed with respect to previously executed Client Orders.

7. Termination.

(a) During the construction process and not after the Final Media are released (with the exception of the Client's failure to make payment), the Client Order will terminate automatically upon either party providing written notice to the other indicating that the notifying party wishes to terminate the Client Order.

(b) If OPV, Inc initiates termination, with the exception of the Client's failure to make any payments owed there under, OPV, Inc agrees to reimburse the Client in full either by check within thirty (30) days of termination, or by canceling any the credit card transaction(s), and OPV, Inc shall have no further obligations to Client nor any obligation to provide Client work that had been commenced or completed prior to termination.

(c) Termination of the Client Order by Client must be sent by email to info@opv1stpage.com. If Client terminates the Client Order within forty eight (48) hours after signing of contract, and if any work has not been completed, OPV, Inc shall refund one hundred (100%) percent of the total down payment received. If there has been work completed within the 48 hours by OPV, Inc, a prorated amount shall be refunded to client on per hour based on a thirty five (\$35.00) dollars an hour. If Client terminates the Client Order at any time following commencement of work there under but prior to release of the Final Media, OPV, Inc has a right to charge Client for design work performed prior to the date of first notice of cancellation based (at OPV's discretion) upon either the hours worked up to the date of termination or for all accepted milestones and a prorated amount for partially completed deliverables. Client may not terminate this Agreement after release of the Final Media.

8. Non-Payment or Late Payment.

OPV, Inc will not commence work with respect to any Client Order or, if work has commenced, will not continue any work on the Client Order, if it is unable to charge the Client's credit card or to receive payment from the Client within (3) business days after OPV, Inc notifies Client by email concerning non-payment. **If the Client Order has been completed, OPV, Inc will not release the Final Media or if the Final Media have already been released, will remove the Client's page(s)/media off of the server until payment is received.** OPV, Inc will reinstate all pages/media after payment in full has been received. If OPV, Inc found a server for Client and the Client has not paid OPV, Inc before termination and before OPV, Inc found the server, Client's server account will also be deleted. If OPV, Inc releases the Final Media but Client fails to make all payments due under the Client Order, OPV, Inc also has the right to keep all payments the Client has made at any time and to pursue all collection efforts and legal remedies for unpaid work under the Client Order.

OPV, Inc will impose a finance charge of 2.5% per month and a \$25.00 per month late fee for each month that Client has not paid any outstanding balances owed under the Client Order. Clients with accounts in default agree to pay OPV, Inc reasonable expenses, including attorney fees and costs for collection by third-party agencies, incurred by OPV, Inc.

9. Copyright.

Client retains the copyright to data, files and graphic logos provided by the Client, and will grant OPV, Inc the rights to publish and use such material in fulfillment of the Client Order. Artwork and graphic logos (excluding preliminary or final source and original files) designed by OPV, Inc that are used in the Client's presentation will remain the property of the Client; and at its discretion and under separate agreement, the client will grant OPV, Inc rights to use such material in formats other than Web presentations. Client must obtain permission and rights to use any information or files that are copyrighted by a third party and for OPV, Inc to include such materials in fulfillment of the Client Order. Client agrees to indemnify and hold harmless OPV, Inc from any and all claims resulting from the Client's negligence, intentional failure or inability to obtain proper copyright permissions. Client represents and warrants to OPV, Inc that all such permissions have been obtained, and evidence of all necessary permissions may be requested from Client.

10. Standard Media Delivery.

Unless otherwise specified in the Client Order, this Agreement assumes that all text, photographs and other graphics will be provided by the Client in electronic format (ASCII text files delivered on CD via overnight courier or via e-mail or FTP). Additional expenses may be incurred and will be invoiced accordingly for corrective work, conversion of media or outside facility charges. Although a reasonable attempt shall be made by OPV, Inc to return to the Client any images or printed material provided for use in creation of the Client's Web site, such return cannot be guaranteed. The Final Media will be posted to a global access or FTP. OPV, Inc will provide the Client with the user name and password. In the case of Web Pages, the Client may have the option to upload Web site to a host of his/her choice or provide OPV, Inc with the access code.

11. Indemnity.

Client agrees to indemnify and hold harmless OPV, Inc, its employees, directors, shareholders, members, officers, agents, subsidiaries and affiliates from any and all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees) related to or arising out of the services provided by OPV, Inc to Client, including without limitation claims made by third parties (including customers of Client) related to any false advertising claims, liability claims for products or services sold by Client, claims for patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided hereunder, or for any content submitted by Client, but excluding those related to the gross negligence or intentional misconduct of OPV, Inc.

12. Disclaimer.

(a) ALL SERVICES PROVIDED BY OPV, INC (INCLUDING WEB DESIGN) ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES AS TO ACCURACY OF INFORMATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE SERVICES.

(b) NEITHER OPV, INC NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR DELIVERING ANY OF OPV, INC SERVICES (INCLUDING, BUT NOT LIMITED TO WEB DESIGN) SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH FULFILLMENT OR NON-FULFILLMENT OF A CLIENT ORDER OR WITH RESPECT TO ANY OTHER SERVICES OFFERED BY OPV, INC OR OUT OF ANY BREACH OF ANY WARRANTY, AND CLIENT HEREBY WAIVES ANY CLAIMS WITH RESPECT THERETO, WHETHER BASED ON CONTRACTUAL, TORT OR OTHER GROUNDS, EVEN IF OPV, INC OR ANY SUCH LICENSOR OR SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE ENTIRE LIABILITY OF OPV, INC AND ITS LICENSORS AND SERVICE PROVIDERS AND CLIENTS EXCLUSIVE REMEDY IN CONNECTION WITH THE WEB DESIGN SERVICE OR ANY OTHER OPV, INC SERVICE OR ANY BREACH OF THIS AGREEMENT ARE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT TO OPV, INC DURING THE PRIOR TWELVE MONTH PERIOD. YOU HEREBY RELEASE OPV, INC AND EACH OF ITS LICENSORS AND SERVICE PROVIDERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.

(c) OPV, INC DOES NOT REPRESENT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE AND NEITHER OPV, INC NOR ANY OF ITS LICENSORS OR SERVICE PROVIDERS SHALL BE HELD RESPONSIBLE IN ANY WAY OR BY ANY MEANS, EITHER DIRECTLY OR INDIRECTLY, FOR ANY COMMUNICATIONS DIFFICULTIES WHICH COULD LEAD TO THE INTERRUPTION AND/OR DELIVERY OF ANY OF THE SERVICES OFFERED BY OPV, INC; NOR DOES OPV, INC OR ANY OF ITS LICENSORS, EMPLOYEES OR AGENTS MAKE

ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF ANY OF THE SERVICES (INCLUDING, BUT NOT LIMITED TO, WEB DESIGN) OFFERED BY OPV, INC.

(d) OPV, INC SHALL NOT BE RESPONSIBLE FOR ANY ALTERATIONS, MODIFICATIONS, DELETIONS AND THE LIKE TO THE CLIENT'S PAGES FOLLOWING INSTALLATION. IN NO EVENT SHALL OPV, INC (OR ITS OWNER, DIRECTORS, OFFICERS, AGENTS, AFFILIATES AND EMPLOYEES) BE LIABLE FOR ANY WORD OR IMAGE PRODUCED FOR THE CLIENT, OR ASSOCIATED WITH THE CLIENT OR THE CLIENT'S BUSINESS.

(e) CLIENT SPECIFICALLY AGREE THAT OPV, INC SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH ANY OPV, INC SERVICE. CLIENT SPECIFICALLY AGREE THAT OPV, INC IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. CLIENT SPECIFICALLY AGREES THAT OPV, INC IS NOT RESPONSIBLE FOR ANY CONTENT SENT BY ANY THIRD PARTY.

13. Confidentiality.

In connection with the Client Order, each party may receive or have access to commercially or personally valuable technical and non-technical confidential or proprietary information ("Confidential Information") of the other party. Confidential Information includes all information, whether oral or written, relating to the business of a party that is not generally known or available to others, including, without limitation, source code and documentation for software, trade secrets, customer lists, pricing strategies, marketing and business plans, information concerning a party's vendors, and a party's contemplated plans, strategies and prospects. Each party acknowledges and agrees that any Confidential Information received or obtained from the other party will be the sole and exclusive property of the other party and may not be used, disseminated or disclosed except as may be necessary to perform the obligations required under this Agreement or as may be required by law.

14. Notice.

Any notice, approval, request, authorization, direction or other communication in connection with this Agreement and the Client ("Notice") must be made to OPV, Inc, by email to info@opv1stpage.com. All Notice to Client by OPV, Inc shall be deemed to have been delivered and given for all purposes if sent to the email address provided by Client on the Client Order, unless a different email address is provided in writing to OPV, Inc.

15. Relationship of the Parties.

The relationship of the parties in connection with this Agreement and the Client Order is that of an independent contractor relationship, and no partnership, joint venture or employee/employer relationship is intended.

16. Taxes.

Client shall be responsible for payment of any value added tax (V.A.T.), federal, state, or local tax or any other tax imposed by any governmental entity with taxing authority over the services provided under this Agreement. OPV, Inc shall charge all taxes or notify Client of any taxes owed in connection with the Client Order, and Client shall promptly pay such taxes.

17. Force Majeure.

Neither party shall be deemed in default of this Agreement or the Client Order to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, or any other cause beyond the reasonable control of such party; provided, that the party whose performance is affected by any such event gives the other party written notice thereof within ten (10) business days of such event or occurrence.

18. Governing Law; Arbitration.

This Agreement and the Client Order shall be governed by the laws of UNITED STATES, Special Administrative Region, excluding its conflicts-of-law rules. The United Nations Convention on contracts for the international sale of goods is expressly disclaimed. Any controversy or dispute arising out of this Agreement, the interpretation of any provision hereof, or the action or inaction of any party hereto shall be submitted to arbitration in the USA, in accordance with the International Arbitration Rules of the American Arbitration Association (the "AAA International Rules") then in effect, conducted by one arbitrator either mutually agreed upon by the parties to this Agreement or chosen in accordance with the AAA International Rules. Each party shall have no longer than three (3) days to present its position. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is resolved. Either party also may, without waiving any remedy under this Agreement, seek any interim or provisional relief that is necessary to protect the rights or property of that party pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy) and for the purposes of seeking such interim relief User shall consent to the exclusive jurisdiction of the courts of UNITED STATES, The successful party to the arbitration or any litigation relating to this Agreement or the Services shall be entitled to an award for reasonable costs and attorney's fees. Any award or decision obtained from any such arbitration proceeding shall be final and binding on the parties, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. The parties agree that the arbitrator shall have the power to award damages and injunctive relief.

19. Miscellaneous.

(a) In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement shall remain in full force and effect. (b) The failure of OPV, Inc to insist upon or enforce strict performance by Client, of any provision of this Agreement or the Client Order, or to exercise any right under this Agreement or the Client Order, shall not be construed as a waiver or relinquishment of its right to enforce any such provision or right in any other instance. (c) Client may not assign or transfer this Agreement or the Client Order or any rights hereunder, and any attempt to the contrary is void. (d) This Agreement may be modified, with mutual Client and OPV, Inc approval, at any time by publication through its website (www.opv1stpage.com) or by sending each Client an email to the address listed on the Client Order, except that such changes shall not affect Client Orders that have already been accepted. (e) This Agreement and the Client Order may be executed in counterparts, each of which shall be deemed an original and both of which when taken together shall be deemed to constitute the same instrument.

20. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all prior or contemporaneous oral or written agreements or understandings between the parties as to the subject matter of this Agreement. Sending the acceptance of this Agreement to OPV, Inc equals the Clients signature to this Agreement. This Agreement may be changed only by a written agreement signed by both parties.

By signing below client hereby acknowledge that client has reviewed these OPV Design Terms and Conditions and acknowledges consent to the terms and conditions.

Signature: _____ Print Name: _____

Date: _____

Postal address: _____

Phone: _____

E-mail address: _____

