

JVP Flyer & Web Designs

Please Read Contract

You (hereinafter referred to as "you" or "Credit Card Holder" or "Client") , JVP Flyer & Web Designs (hereinafter referred to as " JVP Flyer & Web Designs " "our", "us" or "we"), our online Pricing Page located at <http://jvpflyerdesigns.jacksonsvp.com/pricing.html> (hereinafter referred to as Pricing Grid).

(A) You are consenting to our Terms and Conditions electronically. "Terms & Conditions" means this contract agreement (including the questionnaire, planning worksheet, on-line order request form, service & price details, and user agreement contained on our website also known as Pricing Grid), notices of change in terms relating to this agreement, new account agreements, account notifications, and any disclosures required now or in the future by applicable regulation.

(B) In Lieu of this Electronic "Terms & Conditions", You have a right to request a paper copy of these Terms & Conditions before signing up. If you want a paper copy, please talk to one of our sales Representative or call us at 1-270-312-9560, or 614-493-8030 and we will send you a paper copy via email, mail or fax.

(C) You have the right to decline this agreement and not receive them electronically. If you wish to make that choice, do not click "I agree" or Process Order and do not make any payments. Call a Sales representative instead at 1-270-312-9560, or 614-493-8030. If you decline this agreement electronically your order will not be processed until we receive your signed agreement in paper form.

(D) By clicking "I agree" or logging on, you are confirming that you can access and read all of this agreement and consent to use of this electronic method of contract acceptance under the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN).

(E) You may use the "Contact Us" feature to update information needed to contact you electronically. You should print a copy of this agreement and retain it for future reference.

For your convenience, "Terms & Conditions" consist of the following parts:

1. Authorization. Client is engaging JVP Flyer & Web Designs, as an independent contractor located in Radcliff, Kentucky and Blacklick, OH for the specific purpose of designing and/or improving a World Wide Web site (hereinafter referred to as "Web Design Project") to be published on the Client's account on an Internet Service Provider (ISP), or provided on diskette, CD or other medium at the Client's option. The Client hereby authorizes JVP Flyer & Web Designs to access this account, and authorizes the Hosting Service to provide JVP Flyer & Web Designs and its employees, with "full access" to the Client's account, directories, and any other programs needed for this Web Design Project that are included as part of the Client's service agreement/level. The client also authorizes JVP Flyer & Web Designs to publicize their completed website to Web search engines, as well as other Web directories and indexes.

2. Development. This Web Design Project will be developed using HTML, XHTML, CSS and any other industry standard software and/or design to complete the web design project. In addition, it may contain Dreamweaver ® and/or Macromedia ® Flash and other web development software.

Browser Compatibility - Designing a web site to fully work in multiple browsers (and browser versions & resolutions) can require considerable extra effort. It could also involve creating multiple versions of code/pages. JVP Flyer & Web Designs represents and warrants that the web site we design for you will work in:

Microsoft® Internet Explorer versions 6 and up
FireFox 2.0 and up

Accessibility for People with Disabilities – JVP Flyer & Web Designs standard is to meet at least half the currently recommended guidelines for web site development. Without sacrificing quality and design, we try to ensure that the content and functions we build into our web sites are available to all visitors. However, we realize some clients and/or viewers may need to upgrade their computer to gain full access to all elements within your web site.

3. Assignment of Web Design Project. JVP Flyer & Web Designs reserves the right, and you hereby agree, to assign subcontractors to this Web Design Project to insure that the terms of this agreement are met as well as on-time completion.

4. Copyrights and Trademarks. The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to JVP Flyer & Web Designs for inclusion in the Web Design Project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend JVP Flyer & Web Designs, its employees and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client. The client undertakes the entire liability for the content on the website.

5. Web Site Maintenance. This agreement allows for minor web site maintenance to pages over a 1 month period, (additional maintenance may purchased) as specified in the Pricing Grid, including updating links and making minor changes to a sentence or paragraph. It does not include replacing nearly all the text from a page with new text, major page reconstruction, new pages, guest books, discussion webs, navigation structure changes, attempted updates by Client repairs or Web Design Projects delivered to Client via diskette. The period of 1 month begins on the date the Client's web design site is available to be published to Client's hosting service or 25 days from the date this agreement was signed, which ever comes first. If the Client's web design package includes database access using Active Server Pages (ASP), then very minor page code changes will be accepted under this web site maintenance plan, major page code and/or database structural changes will be charged at then hourly rates.

If the client or an agent other than JVP Flyer & Web Designs attempts updating the client's pages, time to repair web pages will be assessed at the hourly rate, and is not included as part of the updating time.

Changes requested by the client beyond those limits will be billed at the hourly rate of \$25.00 per hour. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, web page design, editing, modifying product pages and databases in an online store, and art, photo, graphics services, and helping clients learn how to use their own web page editor. CGI programming charges (if any) are not included in this rate.

6. Completion Date. JVP Flyer & Web Designs and the Client must work together to complete the Web Design Project in a timely manner. JVP Flyer & Web Designs agrees to work expeditiously to complete the Web Design Project as specified in the pricing Grid after Client has submitted all necessary contents. The Client is expected to supply JVP Flyer & Web Designs with complete text and graphics content in an easy electronic format for this Web Design Project as soon as possible for JVP Flyer & Web Designs to finish the website on time. The Client is responsible to provide entire content in a timely manner and understands that JVP Flyer & Web Designs will not be responsible if the Web Design Project remains largely unfinished or is delayed, due to his or her own inaction. The delays can also occur if any milestone that requires Client action, such as approving design mockups or web design changes is not acknowledged on time. If the project is delayed, beyond the time specified in Pricing Grid to Clients inaction, JVP Flyer & Web Designs may not work expeditiously to finish the project in accordance with Clients new deadlines. An additional charge at rates specified in the Pricing Grid maybe applicable.

7. Project Delivery. The final web site design project will be published to the Client's hosting service upon receipt of full final payment or delivered via diskette, CD, or other medium upon the receipt of full final payment. The Client understands for JVP Flyer & Web Designs to complete, upload and maintain their site, the Client agrees to select a hosting service which allows JVP Flyer & Web Designs full access to the Client's account via FrontPage® or FTP. The Client will be solely responsible for any and all hosting service charges in that case. Configuring feedback forms on sites requires additional scripting efforts and would be charged at hourly rate as specified in the Pricing Grid if applicable.

Publishing: 1) JVP Flyer & Web Designs will publish the site on Clients servers and/or Hosting Service of choice if client so chooses. 2) JVP Flyer & Web Designs will only comply with the above if they have full access to the Client's account via FTP.

Diskette, CD, or Other: In case the client has not secured Web space on a web hosting service by the time the web pages are completed, the web pages may be delivered to the client on CD, Diskette, DVD or attached to an e-mail message.

The Client assumes all responsibility for the use and functionality of the Web Design Project.

8. Electronic Commerce Laws. The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Web Design Project or any other services contemplated herein, and will hold harmless, protect, and defend JVP Flyer & Web Designs, its employees and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

9. Web Design Project Copyright. Copyright to the finished assembled work of web pages produced by JVP Flyer & Web Designs is owned by JVP Flyer & Web Designs. The Client will be assigned rights to use the Web Design Project as a web site perpetually once final payment under this agreement and any additional charges incurred as per the Pricing Grid have been paid. Rights to photos, graphics, work-up files, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners. JVP Flyer & Web Designs and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

10. Payments. Payments must be made promptly based on the terms of this Web Site Design Project as specified in the pricing Grid. JVP Flyer & Web Designs reserves the right to remove any Web Design Project from viewing on the Internet until final payment is made. In case collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. This agreement becomes effective only when signed by JVP Flyer & Web Designs. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this agreement was entered into in KY, United States and any dispute will be litigated or arbitrated in KY, United States, and the Client hereby consents to the personal jurisdiction of the Hardin County, Kentucky Courts. Furthermore, the Client waives any right to or claim of sovereign immunity. Adding of Meta Tags (Description and Keywords) and the submission of the Web Design Project to Web search engines and updating should occur only after the full final payment is made. All payments will be made in U.S. Dollars.

11. Payment Schedule. Payment for services provided hereby shall be made in accordance with the conditions contained in this contract and Pricing Grid, attached hereto and made a part of this agreement hereof. Notwithstanding any prices listed in literature or on Web pages, the Client and JVP Flyer & Web Designs agree that the services described in this contract, and Pricing Grid, shall be completed at a cost specified in the Pricing Grid. The Client agrees to pay to JVP Flyer & Web Designs an initial, 50% non-refundable deposit upon execution of this agreement. Final payment is due prior to publication and/or delivery of the Web Site Design Project or three months from the date of this contract, whichever is earlier regardless of whether the project is completed or not (Refer Clause 6). All amounts must be in U.S. Dollars.

12. Designing Layout. Once the Advance payments are received, JVP Flyer & Web Designs would make a Layout exactly in accordance with Clients requirements and will make reasonable changes until the client is satisfied. Once a layout is approved, and the Client needs to change it, additional cost may be applicable on hourly bases at the rate quoted in the Pricing Grid. As a part of web design project JVP Flyer &

Web Designs agrees to make a standard feedback aka contact form with up to a maximum of 8 elements in lieu of 1 web design page and at no additional cost.

Standard Website Package Elements

E-mail/phone consultation (Up to 2 hours total general Internet orientation education, marketing strategy, Web design consultation, and helping clients learn to use their own webpage editor. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate.)

Words of text supplied by the client (200-300 words per page approximate maximum. Web Pages of more than 700 words of text may be subject to additional fees, especially if they require a great deal of formatting.)

Please send us your FINAL TEXT. Time required making substantive changes to client-submitted text after the web pages have been constructed will be additional; billed at the hourly rate.

Links to external pages, up to an average of 3.0 per page.

Custom Graphics Package. Masthead graphic on first page (simple custom graphic incorporating company logo). Top-of-page graphic for all other pages in your website. Colorful lines and bullets, and colored and textured background.

Photos and other misc. graphic images supplied by client (up to an average of 2.5 included per page in standard websites and "regular" online store pages, in addition to masthead and top-of-page graphic. Color originals larger than 5" x 8" are extra). Graphics or photos beyond the allowed average of 2.5 per web page shall be billed at an additional \$_____ each. Where custom graphic work (beyond the scope of the "Custom Graphics Package" detailed above) is requested, it will be billed at the hourly rate specified below. The store size and additional services, and prices of each are detailed on the attached estimate.

Installation of Web pages on the client's web hosting service.

Minor updates and changes to existing web pages for 30 days, subject to the limits outlined below. Additional changes billed at hourly rate. For online stores, this includes only "regular" pages, not product pages or the ordering system pages.

Site publicity to at least a dozen major Web search engines, such as Yahoo, AltaVista, InfoSeek, WebCrawler, Lycos, HotBot, etc.

E-mail response link on each webpage to any e-mail address the client designates.

Feedback or contact form (if applicable) Basic CGI program included. Includes up to 8 fields. Extra charges may be incurred if the client's web hosting service does not use a Unix operating system. Not included in the package price for sites smaller than 4 pages. This is not included in online stores, since the shopping cart software is a functional equivalent.)

Image Map for internal navigation (Not included in the package price for sites smaller than 6 pages.)

On-line Store Website Package

The text and graphic content of the web pages will be supplied by the client and executed as specified by the client in the "web page Planning Worksheet" dated _____ and the Store Planning Worksheet dated _____. It is understood that total prices calculated below are likely to vary from the final amount due to different quantities of products, categories, photos, regular pages, etc. in the final store. An Estimate from JVP Flyer & Web Designs dated _____ is attached to this document and governs the prices for this contract. Notwithstanding any prices listed in literature or on web pages, the client and JVP Flyer & Web Designs agree that the services described above in this section shall be completed for \$_____ and upon this amount the first payment shall be determined. The final payment shall reflect and include all elements actually completed at the prices attached.

We include e-mail/phone consultation of up to 2 hours total general Internet orientation education, marketing strategy, Web design consultation, and helping clients learn to use the store software.

Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate.)

Product web pages, products, or photos added after the store is ready for advertising to the Web search engines will be calculated for actual time spent at the hourly rate specified below.

13. Legal Notice. Notwithstanding anything to the contrary contained in this contract, neither JVP Flyer & Web Designs nor any of its employees or agents, warrant that the functions contained in the Web Design Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web Design Project is with the Client. In no event will JVP Flyer & Web Designs or its employees will be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Web Design Project, failure of any service provider, of any telecommunications carrier, of the internet backbone, of any internet servers, your or your site visitor's computer or internet software, even if JVP Flyer & Web Designs has been advised of the possibility of such damages.

14. This Agreement. This agreement & pricing Grid constitutes the sole agreement between JVP Flyer & Web Designs and the Client regarding this Web Design Project. Any additional work not specified in this agreement or any other amendment or modification to this agreement must be authorized by a written request signed or agreed via email by both Client and JVP Flyer & Web Designs. All prices specified in this contract & Pricing Grid will be honored for 45 days after both parties agree to the contract. Continued services after that time will require a new agreement.

The undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

Contact Name _____

Phone _____ FAX _____

Company/Client _____

Address _____

City _____ State ____ ZIP ____ Country ____

E-mail address _____

Present WWW URL (if any):

Username _____ Password _____

AGREED TO:

By Client (Electronically Consent – *IP, Time and Date is Logged*) – No
Signature Needed

Duly Authorized

JVP Flyer & Web Designs

By _____ Date _____

Title: _____

It's Authorized Representative