

OPD Terms & Conditions Agreement

Last Updated January 1 2023

A Note To Our Clients: OnePurpleDeer.com, OPDsites.com collectively known as OPD is a Christian business and want to honor God in all we do, with that said we've also come to realize through the years the harsh reality that everyone who wants to utilize our services and our unique pricing system are not always honorable. To help keep both ourselves and our Clients accountable we have this Terms And Conditions Agreement. If after reviewing The Project Agreement Terms And Conditions you still have questions or a special concern please don't hesitate to contact us through our contact page we would be happy to answer.

The purpose of posting our agreement is to give you a chance to examine it thoroughly before agreeing to have OPD do your project. You will be sent an agreement with your project details on it that you will be required to agree to before any work can begin on your project. The information contained on this page will be some of the same information that will contained in your agreement. The only change will be the details of your project will be added.

OPD Website/Blog Design, Graphic Design, and Marketing/Branding Design Company specializing in affordable services for churches, ministries, not-for-profits, 501 3c's, individuals, businesses, and schools. It is our desire to bring your vision from concept to phenomenal. One way we can achieve this is to make sure we and our Clients have a clear understanding of the expectations as well as the terms, and conditions of each project.

The following OPD ***Terms And Conditions Agreement*** apply to all projects created under the name ***OPD***.

OPD Terms And Condiions Agreement

This Agreement is entered into between the Client and OPD, OnePurpleDeer, onepurpledeer.com hereafter referred to as "OPD" on

the date put forth in the acceptance of the Project Proposal till the completion of named project. The Project Agreement, together with the Project Proposal, Privacy Policy, Terms Of Use, Statement Of Faith and those terms and conditions incorporated herein or referred to herein as the Project Agreement, constitutes the entire agreement (collectively, the "Agreement") between you and each party relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this Site by OPD. Although you may "bookmark" a particular portion of OPD, bypassing this Agreement does not void this Agreement. Your use of OPD binds you to this Agreement. All account holders, visitors, users, and Clients regardless if the Project order was placed online, by telephone, or in person by a OPD representative are bound by these terms and conditions. In the event that any provision of this Agreement is deemed unenforceable or invalid, such enforceability or invalidity shall not affect the remainder of this Agreement. Such provision may be amended or replaced with one that is valid and enforceable and which achieves, to the

extent possible, the original objectives and intent of the parties as reflected in the original provision. No provision of this Agreement may be amended or modified by you except by means of a written document signed or expressly assented to by OPD. All terms and conditions of this Agreement that should by their nature survive termination of this Agreement shall so survive. This Agreement and the Online Project request form, together with all amendments or modifications to any of them, constitute the complete and exclusive agreement between you and OPD and supersede and govern all prior proposals, agreements, or other communications.

1.General Information

1.General Information

1.a This Is A Christian Business

This Company is a private owned Christian business and is operated under those principals. OPD practices biblical principles in our business dealings. We base all our decisions through prayer, meditation, our “**Agreement**” and “**Statement Of Faith**”. OPD is governed by and is obligated to comply with its “**Agreement**” and its “**Statement Of Faith**”. OPD welcomes the Christian community’s business; however, we also enjoy serving the secular community provided those Clients project requests do not conflict with our “**Statement Of Faith**” or this “**Agreement**”.

1b. Definitions

- **OPD** – is the abbreviation of OnePurpleDeer, OnePurpleDeer.com
- **Statement Of Faith** – means what OPD believes and is governed by. **It is not necessary that our Clients believe in OPD’s statement of faith** however we will not produce any project that causes us to compromise/conflict with our statement of faith.
- **Days**: is defined as Monday -Friday excluding holidays.
- **the Project**: means the website, blog, print, branding and/or marketing design the client has contracted with OPD to complete.
- **Client/You/Your**: means any individual, business, not-for-profit, 501 3(c), ministry, organization, or entity that commissions OPD to complete a project.
- **Client Content**: means all materials, information, photography, graphics, writings and other creative content provided by the Client for use in the preparation of and/or incorporation in the Project.
- **The Project Design Proposal**: means all descriptions and specifications provided by OPD to the Client giving details of the Project.
- **Deliverables** : All content developed or created by OPD, or commissioned by OPD, exclusively for the Project and incorporated into and delivered as part of the Project, including and by way of example, not limitation, any and all visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, modifications to Client Content, and OPD selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials.
- **OPD Tools**: means all design tools developed and/or utilized by OPD in performing the Services and/or to execute the Project Proposal, including without limitation pre-existing and newly developed software including source code, Web authoring tools, type fonts, and

application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

- **Project Design Process:** means the process of completing the Project.
- **Preliminary Works:** means all artwork including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by OPD and which may or may not be shown and or delivered to Client for consideration but do not form part of the Final Launch/ Final Design.
- **Milestones**— means the varying intervals of the Project Design Proofs (drafts) sent to the Client.
- **Pre- Launch/ Pre-Design:** means Client review phase of the web, blog design, or marketing media project design.
- **Project Design Proof:** means the proof that is sent to the Client for the Project.
- **Final-Launch/ Final-Design:** means the final versions of all creative content developed or created by
- OPD, or commissioned by OPD, exclusively for the Project and incorporated into and delivered as part of the Final Project, including and by way of example, not limitation, any and all visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, modifications to Client Content, and OPD selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials.
- **Project Memo:** means the document that defines the amended agreement for the project.
- **Project Completion Letter:** means the document that confirms that project is complete.
- **Design Queue:** means the order in which the Client's project is in line and as it relates to the current project that OPD is working on.
- **Hold Queue:** are for projects that are placed on hold by OPD; projects that for varying reasons need to be reassessed. Projects can only stay in the Hold Queue for 30 days before being destroyed.

1.c COMMUNICATION

It is the Clients responsibility to make timely communication to OPD's correspondence. It is imperative that the Client stay in constant contact with OPD in order for OPD to complete your design in a timely manner. If OPD finds that it takes longer than two weeks for the Client to reply to any email from OPD, OPD will place the project in the HOLD Queue and a new Project Schedule will need to be made and approved between OPD and the Client. In the event that there is more than 4 weeks that the Clients project has remained on hold with no communication the Client's project will be canceled with no further communication and all monies, deposits, and fees paid till the point of cancelation will be forfeited.

2. Relationship Of The Parties

2. Relationship Of The Parties

2.a Independent Contractor:

OPD is an independent contractor, not an employee of the Client or any company affiliated with Client. OPD shall provide the Services under the general direction of Client regarding the project details, but OPD shall determine, in OPD's sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. OPD and the services/work product and/or Deliverables prepared by OPD shall not be deemed a work for hire as that term is defined under Copyright Law. All rights, if any, granted to Client are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.

2.b No Exclusivity:

OPD and the Client expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. The Client is free to engage others to perform services (if not agents, employees, affiliates, or design agents of OPD of the same or similar nature to those provided by OPD) , and OPD shall be entitled to offer and provide Project Design services to others, solicit other Clients and otherwise advertise the services offered by OPD. OPD retains the right to use the Client's project for promotional and informational purposes with no compensation of any type to the Client.

3.OPD Agents

3.OPD Agents:

OPD shall be permitted to engage and/or use third party service providers as independent contractors in connection with the Services that it provides ("Design Agents"). Notwithstanding, OPD shall remain fully responsible for such Design Agents' compliance with the various terms and conditions of this Agreement.

4. Design Agreement

4. Design Agreement

4.a Design Agreement

The Project Design Agreement incorporates these terms and conditions and the following outlines:

4.a Pricing

What is the expected cost of the clients project and the schedule for payment(s).

4.b Description

Description of the design project details.

4.c Timeline

Description of the expected timeline and deadlines. It will also contain details of what happens when dates are missed.

4.d Expectations

The Project Design Agreement will explain the expectations of both the client and OPD.

4.e Terms And Conditions

The Project Design Agreement will incorporate these Terms and Conditions.

5. Cancellations/Rejections

5. Cancellations/Rejections

5.a The Client Has The Right to Cancel the Project at any time for any reason. In the event of Cancellation of the Project the Client, forfeits any monthly payments, deposits, donations, and/or milestone payments made prior to cancellation. Termination/Kill Fees may still be assessed if cancellation is made after more than 50% of the project has been completed.

5.b TERMINATION/KILL FEE

The term of this agreement will continue for work in progress until terminated by the Client. If the Client should direct OPD at any time to cancel, terminate or “put on hold” any approved Project Design Proposal, we will promptly do so, provided the Client agrees to indemnify, defend and hold harmless for any cost incurred as a result of. Upon cancellation of the Project, Client agrees to pay cancellation fee (“kill fee”) equal to 25% of the balance due to cover lost income as a result of the abrupt change of plans.

5.c Excessive Cancellations:

Due to the costs of setting up and canceling projects, when a Client makes 3 cancellations OPD may request that you either pay for your services all at once or pay up to a \$500.00 non-refundable

deposit before work may begin on any new project or projects on hold, killed/terminated, or cancelled.

5.d OPD Has The Right to Terminate/Reject the Project.

OPD reserves the right to suspend or terminate the Services to the Client and remove or prevent access to any OPD servers at any time, without prior notice or liability, for any conduct that OPD, in its sole discretion, believes violates this Agreement, Statement of Faith, or is otherwise harmful to OPD interests or the interests of other accountholders. OPD also reserves the right to comply with the take-down provisions of the DMCA and to seek injunctive, declaratory, or other judicial or equitable relief (and, pending such action, to suspend all access to OPD servers) if any third-party claim is made that your content or use violates any of the acceptable uses or your obligations or representations described in this Agreement.

5.e OPD Has The Right to Project Rejection

OPD RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE FOR ANY REASON. OPD reserves the right to reject any project that it views as containing hateful, racist, objectionable, offensive material, or material that conflict with its **“Statement Of Faith”**. OPD also reserves the right to DISCONTINUE SERVICES TO ANY CLIENT WITH NO OBLIGATIONS TO THE CLIENT **if the Client fails to meet their obligation** as stated in the Proposal or **if the Client’s use of OPD services causes a direct or indirect conflict** with its **“Statement Of Faith”** or these Terms and Conditions.

5.f FORCE MAJEURE EVENT.

OPD shall not be deemed in breach of this Agreement if OPD is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God, public enemy, death, illness or incapacity of OPD, any local, state, terrorist act, federal, national or international law, governmental order or regulation or any other event beyond OPD control (collectively, “Force Majeure Event”).

6.Project Design Process

6.Project Design Process

6.a Project Design Process

The Design Process begins when OPD starts creating the first *Preliminary Works* for the Client. The Terms and Conditions of this agreement begins when the Client accepts the Project Proposal. OPD reserves the right to decide what item is created first (i.e. banner, background, signature, etc.); once one or more Preliminary Works item(s) is created, the Project Design Process has been initiated. For a full description of OPD Project Design Process please visit: <http://onepurpledeer/designprocess>.

6.b Errors, omissions misprint, inaccuracies

There shall be no charges to the Client for minor revisions or corrections or minor additions made necessary by errors on the part of OPD provided they are requested by the Client prior to approval of the Project Design Proof. OPD is not and will not be responsible for errors, omissions misprint, inaccuracies in content whether supplied by OPD or the Client once the Client has approved *the Project Design Proof*. It is solely the Client's responsibility to review, proof and submit for correction errors, omissions, misprint, and/or inaccuracies. **Once the Project Design Proof is approved the project will be delivered "AS IS"**. Clients who participate in **OPD website/blog maintenance program** shall also be solely responsible for all content review, proofing and corrections of any (including but not limited to spelling and text errors) misprint, inaccuracy or omission in a second or subsequent. The Client agrees to indemnify, defend and hold harmless OPD and its affiliates, directors, officers, employees and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, resulting from any third-party claim, action, dispute or demand related to your use of the Services.

6.c Revisions/Corrections

No revision work which requires payment will be initiated without authorization from the Client. Any requests made by the Client after the **Project Design Proof** is approved will incur extra costs. **OPD reserves the right to re-sell any Client "rejected" Project Designs without permission from the original Client.** The Client will make revision request in writing through a "Project Memo" located in the Client area of OPD. Any revisions, corrections, or additions requested by the Client after approval of the Project Design Proof shall be considered Alterations to the original Project Request thus resulting in the Client being responsible for submitting a new Project Request. At which time a new Design Process, Project Proposal, and Project Approval will be required. The Client will make all such requests to the Clients Project via the "Project Memo" located in the Client area OPD. Each Client is entitled to 2 revisions per project. Any revisions, corrections, or additions requested by the Client after approval of the Project Design Proof shall be considered alterations or redesign to the original Project Request thus the Client shall be responsible for submitting such request through the "Project Memo" located in the Client area of OPD. If the Client's project revisions are to the extent that those revisions substantially alters the specifications set forth in the original Project Proposal, OPD will submit a **Proposal Revision Memo** to the Client, and a revised fee must be agreed to by both the Client and OPD before any further work on the project will continue or until the Client agrees that they wish to revert to the original Project

Proposal by communicating these preferences in the Project Memo area of OPD. If the Proposal Revision Memo agreement is not reached within 10 business days, the project will be placed in the Hold Queue for 30 days from the 10th day. If by the 30th day the Client has not agreed to go back to the original project request or agreed to the fee change, the Project will be termination and the Client will forfeit all monies paid to OPD up until the termination of the project.

6.d PROJECT DESIGN PROPOSAL

Before the Client's Project can be put into the Design Queue the Client must agree to the Project Proposal. All subsequent balances are due and payable upon completion of the project. OPD reserves the right to refuse completion or delivery of work until ALL balances are paid as set forth in the Project Design Proposal.

6.e PROJECT Ownership

All graphics, layouts, designs, concepts, slogans or other materials created by OPD for the Project which are rejected or remain unpaid for by the Client remain the full property of OPD and can be resold, reused, altered, customized and/or redistributed by OPD.

6.f PROJECT MEMO:

The Project Memo located in the Client area of OPD is the only way that the Client communicates updates, revisions, corrections, billing inquires, and/or special request regarding the Project to OPD.

6.g Re-Establishment of Project:

If on or by the 30th business day the Client changes heart and decides to accept the "Proposal Revision Memo" or wishes to revert back to the original Project Design Proposal the Client may do so; however the Client's project will be placed at the end of the Design Queue and the Client will have to wait till their project comes up to the top of the Design Queue.

6.h PERMANENT PROJECT DELETION:

If on or after the 30th day the Client has not contacted OPD via writing/email to either accept the **Project Revision Memo** or to revert back to the original **Project Design Proposal** the Client's project will be **permanently removed from the Hold Queue and any monies paid by the Client to OPD will be forfeited. THE CLIENT WILL NOT BE CONTACTED PRIOR TO OR**

AFTER THE PROJECT DESIGN Deletion. However, the Client is always welcome to start a new Project Request Form at anytime (no forfeited monies can be applied to new or future projects).

6.i DELIVERABLES

The Client may not use any proofed design by OPD to the Client in any way or for any reason. The Client may not use the Deliverables in violation of any United States Federal, State or City law; this includes, but is not limited to: copyrighted material, trademark, trade name, and intellectual property without proper authorization. The Client agrees to indemnify and hold harmless OPD from any claims resulting from the use of the project which damages any other party.

6.j Project Approval

The Client will receive from 1 to 3 Project Design Approval during the Project Design Process via the Client area on OPD, by approving the Final Project Design Approval sheet the Client is agreeing that no further requests for any revisions will be made. Any request for modifications or revisions after approval of the Project Design Approval Sheet will result in the Client incurring a new Project Request and new Cost.

7. Project Production Schedules

7. Project Production Schedules

7.a Production schedules will be established and adhered to by both OPD and the Client. Where production schedules are not adhered to by the Client, final delivery date of project will be adjusted, and additional charges may apply. Neither shall carry any liability for a state of war, riot, civil disorder, fire, labor trouble or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, Forced Majeure Event, or other causes beyond the control of the OPD and/or the Client.

7.b TURNAROUND Time /Completion Schedule

It is important and extremely helpful for the Client to express their desires for the project **BEFORE** the Project Design Process begins. OPD is happy to assist the Client in choosing elements for the project but will not “try out” several different designs before committing to a Final-Launch/Final-Design. If the Client expresses a clear design plan (by way of explanation, drawing, sending of

links or images, etc.), the design will be created as accurately as possible. Turnaround time is given on a case by case bases. The key reason for this is our services vary and we work hard to customize each project. Clients will receive their full turn around schedule in the Project Proposal via email. Turn around time starts from the time we receive the Clients approved Project Proposal and **all** necessary documents, content/text files, graphic files, audio and/or video files, etc. as well as payment as put forth in the Project Proposal.

7.c CLIENT RESPONSIBILITIES

Client agrees to provide OPD with all content essential to completing the Clients project.

7.d PRIORITY SCHEDULING AND RUSH REQUESTS

Estimates are based on a reasonable time schedule and may be revised to take into consideration priority scheduling requests. Priority scheduling requiring work outside of standard business hours or standard turn-around time will be billed by hour at \$75 per hour with a minimum 3 hours.

8.The Queues

8.The Queues

8.a Design Queue

The Design Queue is created on a first come, first serve basis according to the time in which your non-refundable deposit is made. The Design Queue can be seen by visiting the client area of OPD.

Clients are placed in the Design Queue in the order they are in for the Design Process according to the type of Project Design they have requested. A list of the Design Queue can be seen in the the Client section of OPD. Some design projects do not require that the Client wait in the Design Queue for these instances the Client will be notified by OPD. OPD reserves the right to decide if it is necessary for a Client's project to wait in the Design Queue or not.

8.b Design Queue Policy.

When a Client's turn is approaching in the Design Queue, OPD will contact the Client via email. A response is expected within (5) business days. Should the Client not respond to the contact email within five business days, the Client's spot in line will be forfeited and OPD will move on to the next Client in the Design Queue and the Clients project will be placed in the Hold Queue.

8.b Hold Queue. OPD has the right to put the Client's project in the Hold Queue for the following reasons:

- Waiting for the Client to submit content (i.e. photos, text, documents, etc.)
- Project reassessment
- Waiting for response to the Project Design Proof
- Waiting for response to the Project Memo
- Waiting for Client to respond to communication from OPD
- Payment

Clients projects may only remain in the Hold Queue for 30 days before the project will be terminated permanently.

9. Media Release

9. Media Release

The Client gives OPD the absolute right and permission to use the Client's project in its promotional materials and publicity efforts. The Client fully understands that the Client's project may be used in a publication, print ad, direct-mail piece, electronic media (e.g. video, CD-ROM, Internet/WWW), or other form of promotion. The Client further agrees that OPD does not owe the Client or the Clients agents any monies as a result of this use.

10. Billing

10. Billing

10.a BILLING

Based on our experience, we have found that it is mutually advantageous to handle each project in logical working/billing phases. By clicking the "I Approve My Project Proposal", "Subscribe", "Buy now", and/or "Pay Now" button, you are hereby granting OPD permission to charge your credit card, debit card, or echeck, at the intervals specified in the Project Proposal.

10.b INVOICES:

All invoices are payable at the time of receipt. Payments are applied to any delinquent balances first, if any amount remains the balance will be applied to current charges. Client shall be responsible for all collection or legal fees necessitated by default in payment.

10.c ACCEPTED PAYMENT METHODS:

OPD's payment portal accepts: Visa, MasterCard, American Express, Discover, PayPal, and echecks. (Please note: a \$50.00 service charge will be added to any balance for any NSF payment). OPD will not be responsible for any NSF charges or service charges that your account may incur if funds are not available when OPD debits your account.

10.d Domain Names:

Domain Names are billed annually on the anniversary date of your Domain Name registration. For Example: If you purchased your domain name package on 8/1/04 then your next charge will be at 8/1/05. Clients who opt to pay in monthly payments will be billed monthly. Please note that by not canceling before your billing date, you are agreeing that you authorize OPD to debit your account on the due date and OPD will not be responsible for any NSF charges or service charges that your account may incur if funds are not available when OPD debits your account.

10.e NON-PAYMENT:

The Client agrees that you will pay the amount as outlined in the Project Design Proposal. Balances or monthly fees not paid may result in suspension and/or deletion of your domain and ALL OF ITS CONTENTS from our system. If you have opted to be billed monthly, you will be billed on the same date of the month each month according to the Project Design Proposal. **If you are having trouble paying your bill, please let OPD know. OPD wants to work with you to get your balance paid understands hardships can occur from time to time. Please call to see how or if we can assist.**

10.f SUSPENSION POLICY FOR OVERDUE ACCOUNTS:

Accounts that are passed due for 30 days will be suspended. Accounts that are 60 days past due (and no arrangements have been made) will be placed on hold. OPD will send any suspension notices/correspondence to the email address we have on file. ***We do not send any correspondence through regular postal mail.*** Please keep your contact information up-to-date. Any account 90 days past due (and no arrangements have been made) is placed on in-active status and a re-activation fee of \$75.00 in addition to the balance is required for the account to be re-instated. Once an account has been 91 days past due (and no arrangements have been made) the account is canceled and **ALL ASSOCIATED FILES WITH THE CLIENTS ACCOUNT IS DELETED AND CAN NOT BE RETRIEVED EVER.** OPD will seek legal assistance to collect all outstanding balances. **Any legal fees incurred by OPD as a result of the Client's default will be added to the Client's balance.**

10.g TAX POLICY

OPD charges sales tax at 7.6% to orders received from within the US this fee is factored into the fee quoted and/or subscription fees, unless you are tax exempt (you have a valid 501 3c). If you are a tax-exempt Client you will need to email your tax exempt certificate in a .pdf format to legal@onepurpledeer.

.

11.Refund Policy

11.Refund Policy

11.a OPD does offer refunds on projects that have not been started or when payment has been made within three days of The Project In Progress Email.

11.a OPD does not offer refunds once the Client's project has begun the Project Design Process. The Client will receive an email entitled 'The Project In Progress' stating that their project has begun and the date in which the project has begun

11.c Registration fees for domain name registrations are **NON-REFUNDABLE**: All domain name registration fees are non-refundable, once a domain name registration is submitted there is no option to cancel it. For this reason, it is extremely important to carefully check the spelling and accuracy of all new domain name registrations, and be sure you definitely want the domain name before submitting the order. By submitting a corrected domain name or additional domain name, the Client agrees to abide by our terms and conditions and realize that if it is a new domain (not registered yet) that there is a new domain registration fee of \$35.00 and a domain name fee of 35.00 per year for the domain renewal. Hosting fees are separate.

12.Copyrights

12.Copyrights

12.a Client Content:

The Client Content, including all pre-existing trade names, trademarks and copyrights, shall remain the sole property of whoever holds the original rights to the trade name, trademark and/or copyright. The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to OPD for inclusion in the 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 OPD and its subcontractors from any liability including but not limited to attorney's fees and court costs claims or suits, threatened or actual, arising from the use of such content furnished by the Client.

12.b Copyright Infringement:

The Client hereby grants OPD a non-exclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with the Clients project. OPD will not be responsible for gaining permission to use any trade name, trademark, copyright, or content provided by the Client from the trade name, trademark , copyright holder these permission are the sole responsibility of the Client. The Client shall be held liable to OPD for any and all costs incurred by OPD for any copyright infringements from the content submitted by the Client to OPD including but not limited to any attorney fees, fines, restitution fees.

12.c OPD's Creative Works & Tools

The Client may not directly or indirectly, in any form or manner, decompile, reverse engineer, create derivative works or otherwise disassemble or modify any OPD created tool and/or creative works for any reason. Unless the Tool or Creative Work is paid for in full and is issued to the Client as a Deliverable.

12.d Customized Graphics/Elements

OPD may use 3rd party graphics to create a custom graphic for the Client's project. In such instances if the Client wants sole ownership of the end design the Client must go through the proper copyright/trademark/tradename registration procedures.

13. Designing of Websites or Blogs

13. Designing of Websites or Blogs

13.a COMPATIBILITY

OPD represents and warrants that the website and/or blog that it designs for the Client will work in: Microsoft® Internet Explorer versions 10 and up, Mozilla Firefox version 48.0.2 and up, and Google Chrome 77.0.3865.90 and up. OPD will make reasonable efforts to design a fully functional website or blog that will work across other browsers but OPD makes no warranties.

13.b Web or Blog OPD Memberships

The Client will be assigned limited rights to use the website or blog during the OPD Membership. Under these limited rights the Client's website and/or blog project will be granted as a OPD leased

website/blog to be used for content updating only, and no changes or transfers can be made. Once final payment or the 2 year month-to-month OPD Membership has been paid as well as any outstanding balances, full rights to the website or blog will be transferred to the Client. The full rights will entitle the Client to change the format, layout, hosting and any other elements to the website or blog.

13.c Non OPD WEBSITE/BLOG INSTALLATION POLICY

All Website or Blog Project Design Proposal prices include the installation of the website or blog. However, the Client is responsible for giving OPD the necessary ftp information and/or user and password information for sites not hosted by OPD. OPD creates and installs the Client's website or blog project based on the specifications of the Host that the Client says he/she will be using for his/her website or blog. OPD is not responsible for any Host's specification changes and will not issue any refunds if such changes result in poor performance and/or loss website/blog. *For example, should Blogger or WordPress.com stop accepting sidebar title images for the Profile Gadget, a Client who previously purchased a sidebar title image for his/her Profile Gadget will not be refunded the cost of the item. OPD is responsible only for the first installation and is not responsible for maintenance or restoration of website and/or blog for non-OPD hosted website/blogs ends.

13.d BLOG HEADER/ MASTHEAD GRAPHIC /TOP-OF-PAGE

The header/masthead/ top-of-page will remain static for all pages in the blog, unless the Client has pre-requested a rotating header/masthead/ top-of-page.

13.e System Abuse

System abuse includes any use of OPD services, tools, and/or resources that disrupts the normal use of its servers or services for others. Examples of system abuse include running excessive numbers of processes or consuming excessive amounts of CPU time, memory or disk space. Further, running programs in the background on a OPD server without OPD 's prior written authorization, or running chat rooms, Internet Relay Chat, IRC bots, and the like are not acceptable uses of OPD 's servers. The use of more than 50,000 inodes on any shared hosting account may result in a warning, and if no corrective action is taken, OPD reserves the right to suspend or terminate services.

13.f Data Backup On OPD Hosted Websites/Blogs Responsibility OPD will attempt to retain backups. However, as with any data storage systems, backups can fail. OPD is not responsible for files and/or data residing within your services.

13.g Website/Blog Support And Maintenance

OPD OFFERS ABSOLUTLY NO SUPPORT OR MAINTENANCE OF ANYKIND TO WEBSITES OR BLOGS NOT HOSTED BY OPD. For websites or blogs hosted by OPD, OPD offers site support for minor website or blog maintenance (updates to OPD provided software) and minor website support to regular web or blog pages. This maintenance does not include re-construction, store fronts, store products, re-design, attempted updates by the Client that have gone wrong, Client installed plugins, content, or software. In these circumstances OPD will assess the situation and see if the problem can be fix with minimal effort by OPD (level 1) or if more extensive work will need to be done. In the case of more extensive work OPD will contact the Client via email with a Project Proposal to let the Client know the costs involved.

13.h MAINTENANCE Plans For OPD hosted Sites:

All website or blog OPD include “Standard Maintenance”. Standard maintenance is includes monthly updates to CMS management software, security updates, and plugin updates. Clients may opt-in for OPD’s “Extended Maintenance” subscription Plans.

13.i CLIENT CHOOSING TO UPLOAD WEBSITE OR BLOG THEMSELVES:

The Client is responsible for producing, electronically uploading and maintaining HTML files, execution scripts, applets and applications (the “Upload Materials”) to your website, and you hereby warrant that all Upload Materials shall be owned or properly licensed by you and shall not adversely impact OPD Services or violate any rights of any third parties. The Client is responsible for ensuring that all Upload Materials will function properly and as intended; The Client assume responsibility for all material on the website or blog that may be put on by a third party. Use of OPD Services requires a certain level of knowledge in the use of Internet languages, protocols, and software, which can vary depending on your anticipated use and desired content of your website. The Client acknowledges that you have the necessary knowledge to create, modify and maintain your the website or blog. OPD assumes no responsibility to provide you with such knowledge or assistance.

13.j Transfer of the Clients domain, Website or Blog

The Client is responsible for notifying OPD that they are transferring hosting to a different host. Please Note: transferal of Domain name does not cancel your account with OPD unless all balances and fees have been paid in full. OPD will not know that the Client wants to cancel their hosting with OPD unless the Client notifies OPD in writing via the OPD Client area. The Client's username and password is required to cancel for security reasons. Cancellation of hosting does not entitle the Client to a partial, prorated, or whole refund. OPD recommends that if the Client wants to cancel hosting, cancellations are done at the end of the current billing cycle and before the start of the next billing cycle.

14. Branding & Marketing Design Projects

14. Branding & Marketing Design Projects

14.a Print Design and Marketing Design Final-Design Approval

After approval of the Final-Design OPD will deliver the deliverable files associated with the Final-Design to the Client in two of the following digital formats listed: .eps, .png, .gif, .pdf, .jpg. The deliverable file format will be pre-determined by the Client in the Project Design Proposal. Deliverables are only made upon approval of the Final-Design and after all balances associated with the project are paid in full.

14.b Website/Blog Fianl Launch Approval

14.b2 *Client uploaded websites or blogs*: After approval of the Final-Launch Proof, OPD will deliver the deliverable files associated with the Final-Launch to the Client in following digital formats listed: .zip. Deliverables are only made upon approval of the Final-Launch and after all balances associated with the project are paid in full.

14.b3 *OPD hosted websites or blogs*: After approval of the Final-Launch Proof and after all balances associated with the project are paid in full or the terms of the OPD Membership is met, OPD will upload the website or blog and will be visible to the public.

15. Miscellaneous

15. Miscellaneous

Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the Client and OPD. The failure of OPD to require your performance of any provision hereof shall not affect the right to require such performance thereafter; nor shall the waiver by OPD of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Any action for any claim arising under, or in connection with, this Agreement must be commenced by the Client within one year after the alleged cause of action has accrued or after the date of termination of this Agreement, whichever is earlier.

16. Privacy Policy

16. Privacy Policy

16.a OPD respects the privacy of every Client.

This privacy statement provides notice of the standards and terms under which OPD protects the privacy of information supplied by its Clients to OPD. This privacy statement provides notice of OPD's information collection practices and of the ways in which the Client's information may be used. This policy may change from time to time. Updates to OPD's Privacy Policy can be found at <http://onepurpledeer.com/privacypolicy> and a copy of any updates will be emailed to OPD's current Clients via the email we have on file.

16.b The Information We Collect

OPD may collect personally identifiable information from the Client/Users in a variety of ways, including through online forms for ordering products and services, and other instances where the Client/Users are invited to volunteer such information. OPD may also collect information about how the Client/Users use our website, for example, by tracking the number of unique views received by the pages of the website or the domains from which Users originate. We may use "cookies" to track how the Client/Users use our website. A cookie is a piece of software that a Web server can store on the Client/Users' PC and use to identify the Client/Users should they visit the website again. While not all of the information that we collect from the Client/Users is personally identifiable, it may be associated with personally identifiable information that Users provide us through our website.

16.c How We Use Information

OPD may use personally identifiable information collected through our website to contact the Client/Users regarding products and services offered or provided by OPD and its trusted affiliates and otherwise to enhance the Client/Users' experience with OPD. OPD may also use information collected through its website for research regarding the effectiveness of the website and the marketing, advertising and sales efforts of OPD.

17. Indemnification/Liability

17. Indemnification/Liability

17.a By Client. The Client agrees to indemnify, defend and hold harmless OPD from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of the Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances OPD shall promptly notify Client in

writing of any claim or suit; (a) the Client has sole control and responsibility of the defense and all related settlement negotiations; and (b) OPD provides Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section. Client will reimburse the reasonable out-of-pocket expenses incurred by OPD in providing such assistance.

17.b By OPD. Subject to the terms, conditions, express representations and warranties provided in this Agreement, OPD agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with OPD's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of the Client (a) the Client promptly notifies OPD in writing of the claim; (b) OPD shall have sole control of the defense and all related settlement negotiations; and (c) the Client shall provide OPD with the assistance, information and authority necessary to perform OPD's obligations under this section. Notwithstanding the foregoing, OPD shall have no obligation to defend or otherwise indemnify the Client for any claim or adverse finding of fact arising out of or due to the Client's Content, copyright infringement, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by OPD.

17.c Limitation of Liability.

The services, deliverables and the work product of OPD, sold or donated is "AS IS". In all circumstances, the maximum liability for damages for any and all causes whatsoever, and Client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to \$500.00 and the Client shall be responsible for any remaining damages. In no event shall OPD be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the services, deliverables and/or the work product provided by OPD, even if OPD has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy. IN NO EVENT SHALL OPD BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND DAMAGES RELATED TO CORRUPTION OR DELETION OF OPD SERVICES) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE OPD'S SERVICES (INCLUDING, BUT NOT LIMITED TO, INOPERABILITY OF OPD'S SERVERS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF OPD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OPD'S MAXIMUM LIABILITY EXCEED \$500.00. TO THE EXTENT APPLICABLE STATE LAW DOES NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OPD'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW. You agree to indemnify, defend and hold harmless OPD harmless from and against any liabilities, losses, damages or costs, including

reasonable attorneys' fees, resulting from any third-party claim, action, dispute or demand related to your use of the Services, your violation of any of the provisions of this Agreement or from your placement or transmission of any materials or content onto OPD's servers. Such liabilities may include, but are not limited to, those arising from the following: (a) with respect to your business, (i) infringement or misappropriation of any intellectual property rights; (ii) defamation, libel, slander, obscenity, child pornography, or violation of the rights of privacy or publicity; or (iii) spamming, or any other offensive, harassing or illegal conduct or violation of the acceptable uses described herein or anti-spam policy; (b) any damage or destruction to OPD's equipment or to any other account holder, which damage is caused by or otherwise results from acts or omissions by you, your representative(s) or your designees; (c) any personal injury or property damage arising out of your activities related to the Services, unless such injury or property damage is caused solely by OPD's gross negligence or willful misconduct; and (d) any other damage arising from your equipment or your business.

18. Arbitration; Governing Law

18. Arbitration; Governing Law

18.a Except for OPD's compliance with take-down provisions of the DMCA or injunctive or other equitable actions initiated by OPD pursuant to Section 5.1, if any controversy or dispute arises in connection with this Agreement, the Services or your use of OPD's servers, such controversy or dispute shall first be presented for resolution by OPD and the Client. If no resolution is reached within 30 business days thereafter, then such controversy or dispute shall be resolved by binding arbitration in Missouri, under the then-current rules of commercial arbitration of the American Arbitration Association. Each party shall select an arbitrator with expertise in business, computer law and the Internet, and these two arbitrators shall select the third arbitrator with such expertise. The validity, terms, performance and enforcement of this Agreement shall be governed and construed by its provisions and in accordance with the laws of the State of Missouri (without regard to conflicts of laws principles). **The Client hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state and federal courts located in Missouri, for any action, suit or proceeding arising out of or relating to this agreement.**