

1. INTRODUCTION

Your purchase and use of products and services on the Invasion Interactive Ltd. Internet site (our "**Site**") is governed by these Terms of Sale, which supplement the Invasion Interactive Ltd. Terms of Service and Privacy Policy (together, the "**Contract**").

If you download software from our Site, your use of the software is also governed by the applicable end user license agreement presented to you prior to your download of the software.

Please note that these Terms of Sale do not apply to you if you purchase our product on another website. Such purchase is governed by the terms and conditions (if any) of the applicable third party website.

In these Terms of Sale, the term "you" means you the customer; and the terms "we", "us" and "our" means Invasion Interactive Ltd.

2. PLACING AN ORDER

To make a purchase, (i) click the "buy now" (or similar) link; (ii) sign into your account (or create an account if you do not have one); (iii) provide your billing information; and (iv) confirm the details of what you are purchasing and that you have read and accept these Terms of Sale and the applicable end user license agreement. You will then receive a purchase confirmation email from us. To cancel your order at any time prior to completion of the order, click the "cancel" (or similar) button at the bottom of the purchase page on our Site.

You can correct inputting errors on the "Confirm Billing" (or similar) page of our Site.

Your submission of an order only constitutes an offer by you to buy at the price and terms stated in the order. If you would like a copy of the records applicable to your order, please contact Customer Support by visiting support@rising-eagle.com.

3. PRICING

The price payable by you (the "**Price**") is the price indicated on the purchase confirmation email that we send you. For consumers located in Israel, the Price includes VAT.

We reserve the right to change the Price and specifications shown in relation to our product(s). If the price or specification published on our Site for any product is materially incorrect when you place an order for that product, we will: (i) contact you by email with the correct price or specification; and (ii) ask you to confirm whether you would like to purchase the product at the correct price or specification. If applicable, we will also state the period for which the offer or Price remains valid. If you choose not to complete your

purchase at the corrected price or product specification, we will provide you with a full refund for any amounts already paid by you.

4. PAYMENT

You may pay for your product either by credit card on our Site or by using the services of any alternate billing and payment provider identified on our Site.

If you pay for your product by credit card, then you must supply your credit card details when you place your order. Your credit card will be charged when we issue our purchase confirmation email. We will not supply any product to you until your credit card issuer has authorized the use of your card for payment of the product ordered.

If you elect to use the services of an alternate billing and payment provider, you will be bound by that third party's terms & conditions, which are available on such party's website. You may be required to create an account with the alternate provider, and to provide that provider with your bank account or credit or debit card details.

Costs associated with accessing our Site and downloading products depends on your Internet Service Provider. Please see your Internet Service Provider's terms and conditions.

5. PERFORMANCE OF THE CONTRACT

The product(s) that we make available on the Site may be downloaded as soon as you complete your purchase. In some cases, we may also give you the opportunity purchase a license for a software product prior to its scheduled release date. If you purchase a software license prior to the release date of the applicable software, a portion of the software will be immediately downloaded onto your computer. On the release date of the applicable software, your computer will automatically download the remaining portion of the software that is needed for you to install and use the software. Our Site will inform you which type of product you are purchasing.

6. REFUNDS FOR PRODUCTS

There are no refunds for products purchased on our Site.

This Contract does not confer any rights or remedies upon any person other than the parties to this Contract. You may also have additional rights under applicable law.

7. OUR LIABILITY TO YOU

To the fullest extent permissible under applicable law, the product(s) that you purchase on the Site are provided to you "AS IS," and your use is at your own risk. We do not make, and hereby disclaim, any and all other express, implied or statutory warranties, including implied warranties of merchantability, fitness for a particular purpose,

noninfringement of third party rights, and any warranties arising from a course of dealing, usage, or trade practice. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

To the maximum extent permitted by applicable law, neither we nor our licensors or distributors shall be liable to you for any lost profits, cost of substitute goods or services, or any form of indirect, special, incidental, consequential or punitive damages from any causes of action arising with respect to the product(s) that you purchase on the Site, whether arising in tort (including negligence), contract, strict liability or otherwise, whether or not such party has been advised of the possibility of such damage. In no event shall our aggregate liability under these Terms of Sale exceed the amount actually paid by you for the applicable product(s).

Notwithstanding the foregoing, nothing contained in these Terms of Sale limit our liability to you for any liability to the extent such liability cannot be excluded or limited as a matter of applicable law.

8. ELECTRONIC CONTRACTING

You acknowledge and agree that by clicking the 'OK' (or similar) button when you place your order, you are placing a legally binding offer. You consent to: (i) the use of electronic communications in order to enter into contracts and place orders with us; and (ii) the electronic delivery of notices, policies and records of transactions initiated or completed by you online. You have the right to withdraw this consent, but if you do, we may cancel your access to our product(s). If you do not consent to receive any notices electronically, you must stop using our Site. We may amend these Terms of Sale at any time by posting them on our Site. You agree to review them each time you make a purchase.

As long as you place orders with us online, you agree that you will have access to the necessary software and hardware to receive electronic records from us in connection with transactions initiated or completed by you online.

9. AGE REQUIREMENTS

Our product(s) may be of a nature of feature content unsuitable for all persons. It is your responsibility to ensure that when ordering such product(s) you are of the appropriate and legal age to purchase the product(s) and that the product(s) will be suitable for you or the person for whom they are bought.

If we discover that you are not legally entitled to order the product(s), we reserve the right to terminate the order together with all account facilities immediately, without notice, and we will not be obliged to complete the order.

10. COMPLETE AGREEMENT.

This Contract (including under the Terms of Service and the Privacy Policy) constitutes the entire agreement between you and us with respect to your purchase of product(s) through our Site.

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