

Viewgle Inc. having its corporate offices at 5859 Yonge Street, Toronto, Ontario M2M 3V6 expresses the Company Policies herein:

I. Return Policy

Buyer shall have the right to inspect the Product on arrival at Buyer's facility. Within three (3) days after receipt of Product, Buyer must give Company notice of any claim with respect to the condition, quality or grade of the Product or non-conformance. A valid receipt (invoice) is necessary for all returns, credits and warranty service. In the event the Product does not conform, it shall be the Seller's option to replace the Product at Seller's expense or credit Buyer the amount of the purchase price for the non-conforming goods.

Company does not warrant against damages or defects arising out of improper or abnormal use of handling of the Products; against defects or damages arising from improper installation (where installation is by persons other than Company) against defects in products or components not manufactured by Company; against damages resulting from such non-Company made products or components; or damage resulting from the pick up, in-transit, or delivery of Product by a carrier used by Company.

If any returned item is found to be non-defective, a restocking (15%) and diagnostic fee (\$75.00 CDN per hour) will be assessed as well as any shipping charges for cross-shipped replacements.

All returns must be received by Company within thirty (30) days of purchase. Returned merchandise requires a valid RMA # clearly marked on the outside of returned package, copy of invoice and brief explanation of the problem.

Software, custom built systems, special order items, media and labor are nonrefundable. Shipping is nonrefundable. Buyer is responsible for shipping charges on any return items.

II. Canceling an Order

Buyer can cancel order provided it hasn't yet entered the shipping process. If the item has entered the shipping process, it cannot be canceled. Once shipped and in route, the order cannot be canceled. If the delivery is refused, the shipping and handling charges for both ways will be deducted from the credit, and a 15% restocking fee might also be deducted.

Failure of Buyer to comply with these conditions within the time set forth herein shall constitute irrevocable acceptance of the Product by Buyer.

This agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof.

III. LIMITATION OF LIABILITY

IN ALL CIRCUMSTANCES Viewgle Inc. MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS SOLD. Viewgle Inc. SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS RELATING TO THE PRODUCTS IT SELLS WHICH EXCEEDS THIS LIABILITY LIMIT. Viewgle Inc. SHALL NOT BE LIABLE FOR THIRD PARTY CLAIMS FOR DAMAGES AGAINST THE CUSTOMER, OR FOR MALFUNCTION, DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE TO EXEMPLARY DAMAGES, WHETHER OR NOT Viewgle Inc. IS APPRAISED OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

IV. GENERAL TERMS AND CONDITIONS

Payment Terms; Orders: An order is not binding upon Viewgle Inc. until it is accepted; Viewgle Inc. must receive payment before it will accept an order. Payment for product(s) ordered is due prior to shipment. Customer can make payment by credit card, wire transfer, or some other method prearranged with Viewgle Inc. You agree to pay the amount(s) due as specified on the invoice, and you agree to pay interest on all past-due sums at a rate of 3.5% per month or the highest rate allowed by law, whichever is greater.

Title; Risk of Loss: Viewgle Inc. will arrange for shipment of ordered product(s) to the Customer, Free On Board (F.O.B.) shipping point, meaning title to the product(s) and risk of loss passes to the Customer upon delivery to the carrier. Viewgle INC. reserves a purchase money security interest in the product(s) until its receipt of the full amount due, and insures products against damage for this reason. Customers are expected to provide a reasonably secure delivery environment and are required to notify us if an unsafe delivery environment exists where products may be stolen before delivery. Customer agrees to Viewgle Inc. to sign appropriate documents on Customer's behalf to permit Viewgle Inc. to protect its purchase money security interest. All software is provided subject to the license agreement of the software maker. Customer agrees to be bound by any software license agreement once the seal on the shipping package is broken. Viewgle Inc. will advise Customer of estimated shipping dates, but Viewgle Inc. will, under no circumstances, be responsible for delays in delivery, and associated damages, due to events beyond its reasonable control, including without limitation, acts of God or public enemy, acts of federal, provincial \ state or local government, fire, floods, civil disobedience, strikes, lockouts, and freight embargoes.

Governing Law and Jurisdiction: Any dispute arising out of or related to these Terms and Conditions or the sales transaction between Viewgle Inc. and Customer shall be governed by the laws of the Province of Ontario, without regard to its conflicts of law rules. Specifically, the validity, interpretation, and performance of this agreement shall not be governed by the United Nations Convention on the International Sale of Goods. Viewgle Inc. and Customer consent to the exclusive jurisdiction and the venue of the Provincial Courts of Ontario, to resolve any dispute between them related hereto, and the parties waive all rights to contest this exclusive jurisdiction and venue of such Courts. Finally, the Customer also agree not to bring any legal action, based upon any legal theory including

contract, tort, equity or otherwise, against Viewgle Inc. that is more than one year after the date of the applicable invoice.

Severability: If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable Ontario law.

Waiver: The failure of either party to require performance by the other party of any provision of this agreement shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

Entire Agreement: These terms and conditions, together with the Viewgle Inc.'s invoice respecting the products ordered by Customer, are the complete and exclusive agreement between Viewgle Inc. and Customer, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between Viewgle Inc. and Customer relating to the subject products. This agreement may not be explained or supplemented by any prior course of dealings or trade by custom or usage.