

SCHEDULE "A"
WEBSITE AND SERVICE TERMS AND CONDITIONS

IT IS IMPORTANT THAT YOU READ ALL THE TERMS AND CONDITIONS CAREFULLY. Behavioral Solutions Inc. ("Behavioral") owns and operates this website, located at <http://www.behavioral-solutions.com> (the "Website"). This agreement states the terms and conditions under which you may access and use the Website and any password-protected Internet account you may have through the Website (the "Agreement"). By accessing and using the Website you are indicating your acceptance to be bound by the Agreement. If you do not accept the Agreement, you must not access or use the Website. IF YOU ARE DISSATISFIED WITH THE TERMS, CONDITIONS, RULES, POLICIES, GUIDELINES OR PRACTICES RELATING TO THE WEBSITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING IT. Behavioral may revise the Agreement at any time by updating this posting. Access or use of the Website after such changes are posted will signify your agreement to these revised terms. You should visit this page periodically to review the Agreement.

Copyright

Behavioral owns or has the authority to use all information, including any icons, images, text, illustrations, computer software and code on the Website, and owns or has acquired the necessary licenses for any related intellectual property, including copyright. The Website as a whole is protected under copyright law as a compilation and/or a collective work. None of the information, in whole or in part, may be reproduced, republished or re-disseminated in any manner or form without prior written consent from Behavioral. Nothing contained herein shall be construed as conferring any right in any copyright in any of the information provided on the Website.

Trade-marks

Any names, words, titles, phrases, logos, designs, graphics or icons appearing on the Website may be registered or unregistered trade-marks, official marks, service marks or trade-names and may be the property of Behavioral or third parties. Though third-party marks may be used by Behavioral subject to a licence agreement, mere display of a third-party's trade-marks does not indicate or imply any relationship between Behavioral and that third party, or indicate that Behavioral approves of any of the wares or services used in association with that trade-mark. Nothing contained herein implies that a licence has been granted to you in respect of any official marks, trade-marks, service marks or trade names displayed on the Website, unless prior written permission of Behavioral or the respective owner of any third-party trade-mark is obtained.

Links

Any links provided by Behavioral to external or third-party websites on the Website are provided as a reference to help you identify and locate other internet resources that may be of interest. These external websites were independently developed by other parties and Behavioral does not assume responsibility for the accuracy or appropriateness of the information contained at, or endorse the viewpoints expressed at such websites. Your use of any external website is at your own risk and is subject to the terms of use of such website. Behavioral is not liable for any acts, omissions or conduct of third parties associated with external websites. Behavioral does not guarantee the privacy policies on external websites and encourages reviewing individual privacy policies before using an external website. Where an external website provides a hypertext link to the Website, Behavioral has no responsibility for the content of the external website and does not endorse, authorize, approve, certify, maintain, or control the external

Internet address and does not guarantee the accuracy, completeness, efficacy or timeliness of the information located at that Internet address.

Medical Information

Medical or drug information on the Website is reviewed and revised by Behavioral and its employees from time to time. Revision dates are included in each section. For more recent revisions which may be in effect, but not yet published on the Website, please contact Behavioral directly. The information on the Website does not constitute medical advice and is not intended to be a substitute for advice given by your physician or other qualified health care professional. Always seek the advice of your physician or other qualified health care professional with any questions you may have. If you would like more information or further guidance, you are encouraged to speak to your doctor. You assume full responsibility for the use of any information provided on the Website. Never disregard medical advice or delay seeking medical advice because of something on the Website. Information contained in the Website or any websites to which a link is provided should be used only under the supervision of an appropriately qualified physician. Please consult with your physician before making any decision regarding treatment and/or medication. If you think you may have a medical emergency, then call your doctor or 911 immediately.

Privacy and Security

Behavioral respects your privacy and will take all reasonable steps to protect your privacy. Behavioral does not collect and/or use personal information unless such information is voluntarily disclosed by any person or persons while using the Website or Behavioral's web-based interactive real-time video conferencing and consulting service (the "Service").

There may be occasions where specific personal information is requested before you may enter certain sections of the Website, including log-in information when using your account or the Service. In all such cases, Behavioral will collect only information that is voluntarily provided by you and will keep such information strictly confidential. Individual information provided to Behavioral to gain access to the Website will not be sold or made available to a third party. You agree to provide, maintain and promptly update true, accurate, current and complete information about yourself as prompted by any registration or log-in information request. You also agree to notify Behavioral immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session.

Behavioral will not retain any recording in any medium of any audio or video footage resulting from the provision of the Service, without your express consent.

By using the Website and/or the Service, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand and acknowledge that, despite reasonable precautions, any message or information sent to or from the Website or via the Service may be read or intercepted by others, unintentionally or otherwise, even if there is a special notice that a particular transmission is encrypted.

Disclaimer of Warranties

All of the Website's content and the Service are believed to be reliable when provided. However, Behavioral does not guarantee or warrant the quality, accuracy, completeness, timeliness, appropriateness, security, suitability, functionality, availability or any other aspect of the Website or the

Service. Reliance on any information and/or the Service through the Website is at your own risk. BEHAVIORAL EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS REGARDING USE OF THE WEBSITE'S CONTENT, YOUR ACCOUNT AND/OR THE SERVICE. Behavioral assumes no obligation to update or advise on further developments concerning the Website's content. The Website's content and the Service are supplied "as is" and may contain errors. The Website's content and the Service may be changed from time to time without notice. Certain content on the Website may be contributed by other persons and should not be assumed to have been reviewed or endorsed by Behavioral. The mention of specific products or services on the Website does not constitute or imply a recommendation or endorsement by Behavioral, unless explicitly stated. Behavioral assumes no obligation to provide virus-free uninterrupted access to the Website or the Service, or secure communication when conducted through the Website or the Service.

Limitation of Liability

Behavioral, including without limitation any persons who contribute to the Website's content or who operate the Service, shall have no liability whether direct, indirect, consequential, contingent, special or incidental related to or arising out of or in connection with the use of the Website or the Service or your reliance on the Website or the Service, whether in an action of contract, negligence or otherwise. Behavioral is not liable for any losses suffered by you if you fail to protect your password for the Service or the Website's content to which access is restricted. BEHAVIORAL IS NOT LIABLE TO YOU FOR ANY BREACH OF PRIVACY, ACCIDENTAL OR OTHERWISE, THAT MAY OCCUR THROUGH THE USE OF THE WEBSITE OR THE SERVICE. YOU USE THE WEBSITE CONTENT AND THE SERVICE AT YOUR OWN RISK, AND BY USING SUCH INFORMATION YOU AGREE TO INDEMNIFY BEHAVIORAL AND ITS DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY, LOSS, INJURY, DAMAGES, COSTS AND EXPENSES (INCLUDING LEGAL FEES AND EXPENSES) ARISING FROM SUCH USE OF THE WEBSITE'S CONTENT OR THE SERVICE AND ANY INFORMATION OR SERVICES ON WEBSITES LINKED FROM THE WEBSITE. If you are unhappy with the Service or the Website for any reason, your exclusive remedy will be to discontinue the use of the Service and/or the Website.

General

Any consent or waiver by Behavioral to your breach of the Agreement, whether express or implied, shall not constitute a consent or waiver by Behavioral to any other, different or subsequent breach. You may not assign or transfer the Agreement or any right or obligation hereunder without written consent from Behavioral. If any term or provision of the Agreement is held by a court of competent jurisdiction to be invalid, it shall be severed and the remaining provisions shall remain in full force without being invalidated in any way.

Termination

Behavioral may at any time, without notice or cause and in its sole discretion, terminate or suspend your right to access or use the Website or part thereof. If you breach any term or condition of the Agreement, then Behavioral may also terminate or suspend your right to access and use the Website or any part thereof.

Choice of Law

You agree that all matters relating to the Agreement will be governed by the laws of Canada and the laws of the Province of British Columbia applicable therein, without regard to conflict of laws principles. You

agree and hereby submit to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to such matters, and waive any jurisdictional or venue defenses that may otherwise be available to you.

Entire Agreement

This Agreement, together with the End User Software Agreement if applicable, constitutes the entire agreement between the parties with respect to the use of the Service and the Website, and supersedes all prior and contemporaneous understandings, either oral or written, regarding such subject matter. This Agreement shall take precedence over any other document(s) that may conflict with the terms and conditions of this Agreement.