



Program Terms and Conditions

Informed Consent

This Informed Consent Agreement (the “**Agreement**”) is entered in effect as of _____ by and between 9383-2442 Quebec Inc., d/b/a Willkin Health (the “**Company**” or “**us**”) and _____ (the “**Participant**” or “**you**”).

WHEREAS the Participant will be participating in the Company’s COPD ConnEx Pilot Program (the “**Program**”);

IN CONSIDERATION OF and as a condition of the participation of the Participant in the Program in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Disclosure

The Company offers kinesiology services in the form of telehealth or telerehabilitation through virtual teleconferencing technology platforms, such as Zoom, to Participants in the COPD ConnEx program. Participants must meet specific criteria set by the Company at its sole and unfettered discretion to use the Program and participate. Before we can conduct a video or teleconference session with you, we must ensure that you are aware of the potential risks of this type of appointment/session and agree to assume those risks.

Any kinesiologist provided by the Company shall be independent with their own professional insurance and the Company shall not have any liability pertaining to any relationship that is not in the context of the Program or this Agreement. All kinesiologists provided by the Company shall be accredited and be members in good standing with the Canadian Kinesiology Alliance (the “**Kinesiologists**”).

Kinesiologists from the Province of British Columbia are registered and be members in good standing with the British Columbia Association of Kinesiologist and must abide by all the professional rules and regulations applicable to them.

1. **Terms and conditions.** The parties agree to the following terms and conditions:
 - a. Participant is engaging Company for remote exercise services to be provided by Company’s Kinesiologists.
 - b. Remote sessions will last 45 minutes from the time your Kinesiologist begins the session.



- c. Kinesiologists will follow the Program, however may make any adjustments as they see fit to tailor to Participant's fitness levels and abilities in order to meet Participant's objectives.
- d. A Kinesiologist will be assigned to a Participant by Company. Should you request a new Kinesiologist, Company will make every effort to accommodate if circumstances allow at the Company's pure and unfettered discretion.
- e. You agree to inform the Company of all conditions, medical or otherwise, that may affect your ability to participate in training sessions.
- f. Participation in this program requires a physician, respirologist, family doctor or nurse practitioner to complete the referral form and agree that it is safe for you to participate in such program. Without approval, continued participation in the program will not be permitted

2. Training Sessions.

- a. Training sessions may include, but are not limited to, the following activities: testing of physical fitness; resistance training; cardiovascular training; stretching, balance; and flexibility.
- b. During sessions there is reduced ability to recognize incorrect posture or exercise movements, due to camera viewing angle, image clarity, image size, ability to move and see from multiple angles.

3. Assessments. The Participant has read and understands the following:

- a. You will be provided with advice about physical activity, sedentary behaviour, and other healthy lifestyle topics.
- b. There is small, but potential risks during physical activity, including, but not limited to episodes of transient light-headedness, loss of consciousness, abnormal blood pressure, chest discomfort, leg cramps, and nausea, and that you will fully assume those risks.
- c. Your obligation to immediately inform the Kinesiologist of any pain, discomfort, fatigue, or any other symptoms that you may have during and immediately after the assessment.
- d. You understand that during a remote session there is limited ability for accurate and complete assessments of human movement dynamics which may be but are not limited to physical fitness parameters, taking physiological data, such as blood pressure, neuromotor assessment, psychophysiological assessment, and biomechanical analysis. Due to these limitations and any other limitations outlined herein, the Kinesiologist's obligation of means is more reduced for reasons of safety and collection of relevant data.

4. Technology Technique.

- a. The security of teleconferencing systems cannot be guaranteed; however the Company shall make every effort to ensure a proper standard of security for all teleconferencing systems used and to ensure your safety.
- b. To maintain your privacy, you must ensure that your Internet connection is secure, and you do not use an open wi-fi system, to prevent unintentional access by others to any session(s) between you and the Kinesiologist.



- c. Must have read and accept the terms of use and privacy policy of Zoom or any other teleconferencing platform used by the Company and communicated to you.
 - d. The Company will not be liable for any computer viruses, malware or applications that record and spy on the use of your device resulting from your hardware, tablet, laptop, or cell phone use for the purposes of this Agreement. To prevent any exposure, you should only install trusted applications, avoid installing spyware/malware on your device, and use a firewall and VPN to reduce the risk.
 - e. No sessions will be recorded without your consent.
 - f. Other risks associated with using this type of service include the following:
 - i. Equipment failure.
 - ii. Failure/disruption of Internet service by either party.
 - iii. Delay or failure to receive necessary health care due to equipment failure or Internet disruption.
 - iv. Technology lag or failure.
5. **Cancellation Policy.** The parties agree to the following:
- a. You may cancel or reschedule any session booked pursuant to this Agreement with a 24 hour's notice or more, which the Kinesiologist shall accommodate an alternative session at a later date. If canceled with less than 24 hours' notice, the booked session shall not be rescheduled at a later date.

6. **Confidentiality**

Throughout the program, we will be collecting personal and medical information. Please note that you have the option to answer and provide us with this information. All information will remain confidential and will be known to the project manager and technical project manager of WillKin.

I acknowledge and understand that:

1. The Company cannot guarantee the security of information shared on the video/teleconference.
2. I have the right to withdraw my consent at any time, but that this consent is not retroactive to the prior video/teleconference processing/event. I understand that my withdrawal of consent will not affect my future sessions or treatments.
3. The Company may withdraw use of telehealth/teleconferencing at any time if the security of the service is questioned or for other security reasons.
4. All laws of the Province of Quebec apply to telehealth/teleconferencing (e.g. documentation in my health record).
5. The Company will inform me if another known person will be participating or can hear or see any part of our session before the session begins.
6. I am responsible for ensuring that my devices, telephone, tablet, or computer are up to date to enable telehealth/teleconferencing.
7. No session will be recorded without my consent and if so, the Company will comply with all applicable Canadian laws regarding data retention and storage.



Please check the boxes to indicate your preference:

- I agree to the aforementioned
- I agree to the aforementioned, but would like my personal information kept confidential
- I do not agree to the aforementioned

By signing below, you are committing to WillKin Health 12-session *COPD ConnEx program* and confirm that you have read and understand the content of this document.

Participant Signature

Kinesiologist Signature

Date

Date
