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## Client Consent Package

### Informed Consent (PIPA and GDPR)

Agape Therapeutic Health Services is a business located in Vancouver, British Columbia, Canada. As such, it has the responsibility of informing all potential clients of the goods or services offered in advance in order to receive valid, informed consent prior to delivering the goods or services.

In addition, Agape Therapeutic Health Services is subject to the Personal Information Protection Act (PIPA – a provincial legislative act) and the General Data Protection Regulation (GDPR – a regulation in EU law). Both PIPA and GDPR are concerned with the privacy and protection of your personal data (name, address, contact information – phone and email, intake history and session notes) that is collected in order to receive any goods or services from the business.

This document fulfills the PIPA and GDPR requirements of explaining:

1. Why there is a need to collect, use and/or disclose your personal data.
2. How your personal data will be used.

### Background Information to Obtain Valid, Informed Consent

**Review the following items, Terms of Service (Disclaimer) Key Points and Privacy Policy Key Points.**

#### Education and Training

I have an undergraduate degree in Kinesiology and was a registered massage therapist from 1994 until 2018. I am a Certified Emotion Code Practitioner, Certified Body Code Practitioner, PSYCH-K Facilitator – Basic & Advanced Workshop, and I am an associate in Ortho-Bionomy through the Ortho-Bionomy Association of Canada (OBAC). I intend to complete the OBAC basic practitioner certification once Covid-19 protocols are lifted and training resumes.

#### The Emotion Code™ and The Body Code™ System Overview



The physical body is made of pure energy and, given the right conditions, has an incredible ability to heal itself. Negative energies can become stuck or trapped due to any sort of life experience. If they remain stuck, over time they can actually impair physical function and contribute to stress, trauma, sickness and even disease. In fact, most people reside somewhere on a spectrum in this kind of state, suffering from it, but the good news is that this process is often reversible.

Releasing energetic imbalances is a powerful way to restore health to the body, by simply making the conditions right for it to re-balance itself. The Emotion Code™ is really part of the Body Code™ System, and both modalities use muscle testing to assess for finding and releasing imbalances. The Emotion Code™ focuses on releasing emotional baggage helping you feel freer, happier and healthier. The Body Code™ System has a broader scope focusing on six primary categories of energy, circuit or system, toxin, pathogen, misalignment, nutrition or lifestyle. [Read more on the website.](#)

Keep in mind that after a session, you can expect to go through an “integrative healing period” or a “processing” which usually lasts from 1-3 days. Less than 20% of the time, there may be some symptoms associated with your processing such as minor emotional irritability or a little fatigue. Occasionally some people experience more uncomfortable symptoms such as headache or nausea. It always depends on what was released, what was going on with your body at the time, your stress level at the time and many other external factors. You can make the processing period easier by getting extra sleep, drinking a lot of pure water, avoiding stressful situations and practicing your regular self-care routine.

Your results will depend on how many trapped emotions or other energetic imbalances you have and how quickly your body responds after they are removed. Consider the image of dropping a pebble into a pond, the waves ripple out from the center point over the whole surface of the pond. Releasing trapped emotions and other energetic imbalances create ripples throughout your whole body.

Some clients may feel subtle or dramatic changes right away, while others may need more release work before shifts begin to take place. Each person is unique with varied life experiences, so the pace of healing is not exact or predictable.

**Emotion Code™ and Body Code™ System sessions are available to clients throughout the world via remote or distance healing sessions as well as onsite if they are in the Vancouver, British Columbia area.**

### PSYCH-K® Overview



PSYCH-K® is a user-friendly modality that was created by Robert M. Williams M.A. and it uses muscle testing to help individuals shift and release self-limiting beliefs at the level of the subconscious mind. The subconscious mind is the storehouse for attitudes, values and beliefs which powerfully influence behavior and reality for an individual. Often the most effective way to change a behavior is to change the subconscious belief(s) that support it.

Like the Emotion Code™ and the Body Code™ System, PSYCH-K® uses muscle testing as part of the various balancing processes within the modality.

**PSYCH-K® sessions are available to clients throughout the world via remote or distance healing sessions as well as onsite if they are in the Vancouver, British Columbia area.**

## Ortho-Bionomy (O-B) Overview

Dr. Arthur Lincoln Pauls created Ortho-Bionomy (O-B) from a mix of principles taken from traditional osteopathy, homeopathy and Eastern martial arts. O-B is a gentle bodywork modality that promotes well-being, comfort and balance.

During an O-B session I observe body posture, position, movement and breathing patterns while standing, seated and/or laying down to determine information regarding the body's internal state. I gently work with and support the body by focusing on moving the physical body away from pain and exaggerating the existing patterns.

Exaggerating the pattern means bending, moving, supporting, loading and/or unloading the body in the direction it wants to go. Putting the body into the place of greatest ease and comfort encourages the resetting of the body's feedback systems. O-B can be performed by touching the body as well as off the body energetically, so even clients with acute injuries can receive an O-B session.

## Therapeutic Bodywork

My prior career as a massage therapist facilitated a great deal of training in a lot of other bodywork modalities which are available to be used as indicated during an onsite session.

**Ortho-Bionomy (O-B) and therapeutic bodywork sessions are available onsite to clients if they are in the Vancouver, British Columbia area.**

## Session Pricing

[Session pricing details available on the website.](#)

## How to Prepare for a Session

*Step One – Read the Client Consent Package (this document)*

- **All new onsite or remote clients must read this package.**

*Step Two – Access, Complete and Sign the New Client Intake History and Informed Consent*

- **All new onsite or remote session clients must complete and sign this package**
  - Remote session clients must indicate their preferred communication method (Zoom, WhatsApp, Viber, Facebook Messenger, phone, email only) as well as to accept or decline receiving transcribed notes
  - Parent or guardian contact information is required for clients younger than 18 years old

*Step Three – Scheduling a Session*

### Initial and Subsequent Onsite Sessions

- Receiving onsite sessions will be determined on a case by case basis to ensure strict Covid-19 protocols.

### Initial and Subsequent Remote Sessions

- **ALL initial remote session clients will schedule a free 30-minute health consultation**
- ALL subsequent remote session clients will schedule either short 45-minute sessions for single “in-your-face” issues or longer sessions, up to 120-minutes long, for larger, multi-faceted issues.
- **It is better to schedule a longer session duration to ensure completion of the process during the session.** Trying to extend a session usually creates a conflict, whereas shortening a session is easy.
- The duration of each session will be tracked and invoiced to the nearest 15-minute increment. As such, longer sessions may be 60, 75, 90, 105 or 120-minutes in duration.
- Discounted three and five session gift certificate packages are available.

## Disclaimer (Terms of Service) & Privacy Policy Terminology Definitions

1. Kent Smith and/or any agents, consultants, affiliates, joint venture partners, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with Agape Therapeutic Health Services will be referred to as **“company, I, me, my, he, him, his, our, we, us”**.
2. Anything available through Kent Smith and Agape Therapeutic Health Services; including but not limited to intake or session paperwork, programs, products, services, opt-in gifts, e-books, videos, audio files, webinars, blog posts, e-newsletters, consultations, e-mails, social media and/or other communication is owned by us, and will be collectively referred to as the **“website”**.
3. The term **“you, your”** refers to the user or viewer of anything available through the **“website”**.

**IF YOU DO NOT AGREE** with the following Disclaimer or Privacy Policy points below, **STOP AND CONTACT ME**.

### Disclaimer (Terms of Service)- Key Points

Read the following Disclaimer (Terms of Service) key points. The complete Disclaimer (Terms of Service) is available on our website. Please note that accessing or using our website, you consent to our full Disclaimer (Terms of Service), whether or not you have read it.

#### For Educational and Informational Purposes Only

The information provided on or through our website is for educational and informational purposes only and solely as a self-help tool for your own use.

#### Not Medical, Mental Health, or Religious Advice

I am not, nor am I holding myself out to be a doctor/physician, nurse, physician’s assistant, advance practice nurse, or any other medical professional (“Medical Provider”), psychiatrist, psychologist, therapist, counselor, or social worker (“Mental Health Provider”), registered dietitian or licensed nutritionist, or member of the clergy. As an energy and bodywork practitioner, I am not providing health care, medical or nutritional therapy services, or attempting to diagnose, treat, prevent or cure any physical, mental or emotional issue, disease or condition. The information provided on or through our website pertaining to your health or wellness, exercise, relationships, business/career choices, finances, or any other aspect of your life is not intended to be a substitute for the professional medical advice, diagnosis or treatment provided by your own Medical Provider or Mental Health Provider. You agree and acknowledge that I am not providing medical advice, mental health advice, or religious advice in any way. Always seek the advice of your own Medical Provider and/or Mental Health Provider regarding any questions or concerns you have about your specific health or any medications, herbs or supplements you are currently taking and before implementing any recommendations or suggestions received from our website. Do not disregard medical advice or delay seeking medical advice because of information you have read or received from our Website. Do not start or stop taking any medications without speaking to your own Medical Provider or Mental Health Provider. If you have or suspect that you have a medical or mental health problem, contact your own Medical Provider or Mental Health Provider promptly. The information contained on our website has not been evaluated by Health Canada.

#### Personal Responsibility

You aim to accurately represent the information provided to us on or through our website. You acknowledge that you are participating voluntarily in using our website and that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of

your use, or non-use, of any information provided on or through our website, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from our website to your life, family or business.

### No Guarantees

My role is to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. I cannot predict and I do not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through our website.

### Assumption of Risk

As with all situations, there are sometimes unknown individual risks and circumstances that can arise during use of our website that cannot be foreseen that can influence or reduce results. You understand that any mention of any suggestion or recommendation on or through our website is to be taken at your own risk, with no liability on my part, recognizing that there is a rare chance that illness, injury or even death could result, and you agree to assume all risks.

### Limitation of Liability

By using our website, you agree to absolve me of any liability or loss that you or any other person may incur from use of the information, products or materials that you request or receive through or on our website. You agree that he will not be liable to you, or to any other individual, company or entity, for any type of damages, including direct, indirect, special, incidental, equitable or consequential loss or damages, for use of or reliance on our website. You agree that I do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease or condition or issue, or any other type of loss or damage due to any act or default by me or anyone acting as our agent, consultant, affiliate, joint venture partner, employee, shareholder, director, staff, team member, or anyone otherwise affiliated with my business or me, who is engaged in delivering content on or through our website.

### Indemnification and Release of Claims

You hereby fully and completely hold harmless, indemnify and release me and any of my agents, consultants, affiliates, joint venture partners, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with my business or me from any and all causes of action, allegations, suits, claims, damages, or demands whatsoever, in law or equity, that may arise in the past, present or future that is in any way related to our website.

## Privacy Policy – Key Points

Read the following Privacy Policy key points. The complete Privacy Policy is available on our website. Please note that accessing or using our website, you consent to our full Privacy Policy, whether or not you have read it.

### Privacy Policy Consent

You will receive a Client Intake Package which asks for disclosure of Personal Data, including your email address, medical and health history information. Our Privacy Policy describes how we collect, use, process this personal information and is in compliance with both PIPA and GDPR regulations.

We will not use or share your Personal Data with anyone except as described in our Privacy Policy. The use of your Personal Data collected through our website shall be limited to the reasonable purposes under our Privacy Policy and our Disclaimer (Terms of Use) for customers.

Use of any Personal Data that you provide to us, or which is collected by us on or through our website is governed by our Privacy Policy. We reserve the right to change our Privacy Policy on our website at any time without notice. In the event of a material change, we will let you know via a prominent notice on our website.

### Information We May Collect

We collect Personal Data from you so that we can provide you with a positive experience when utilizing our website. We will only collect the minimum amount of information necessary for us to fulfill our obligation to you. We may collect:

1. A name and an email address if you complete our website contact form with a question, and/or in order to deliver written session notes or session audio file. Beyond this, you would need to clearly indicate a desire to opt-in to any e-mail lists available through our website.
2. Medical history with details regarding current care, prescription medications and/or over the counter prescription medications or supplements, known allergies, surgical history, major life trauma events, and a prioritized list of items you would like to focus on during your sessions.
3. Billing information including name, address and credit card information so that we can process payment to deliver our products or services to you under our contractual obligation.
4. A name and an email address if you complete our contact form with a question. We may send you marketing emails with either your consent or if we believe we have a legitimate interest to contact you based on your contact or question.

Please note that the Personal Data you are giving to us is voluntarily, and by you providing this information to us you are giving consent for us to use, collect and process it in accordance with PIPA and GDPR regulations. You are welcome to opt-out or request for us to delete your Personal Data at any point by contacting us.

If you choose not to provide us with certain Personal Data, you may not be able to receive services and/or participate in certain aspects of our website.

## How We Use the Personal Information We Collect:

### Contact You

We may use your personal information to contact you based on these lawful grounds for processing:

1. We will contact you if you give us your clear, unambiguous, affirmative consent to contact you.
2. We will contact you under our contractual obligation to deliver goods or services you purchase from us.
3. Legitimate Interest. We may contact you if we feel you have a legitimate interest in hearing from us. For example, if you sign up for a webinar, we may send you marketing emails based on the content of that webinar. You will always have the option to opt out of any of our emails.

### Process Payments

We will use your personal information in order to process your payment for the purchase of goods or services under a contract. We only use third party payment processors that take the utmost care in securing data and comply with PIPA and GDPR.

### Targeted Social Media Advertisements

We may use the personal information you provide to us to run social media advertisements and/or create look-alike audiences for advertisements.

### Share with Third Parties

We may share your personal information with trusted third parties such as our newsletter provider in order to contact you via email, our merchant accounts to process payments, and Google/social media accounts in order to run advertisements and our affiliates.

### Submission, Storage, Sharing and Transferring of Personal Data

Personal information that you provide to us is stored internally or through a data management system. Your personal information will only be accessed by those who help to obtain, manage or store that information, or who have a legitimate need to know such personal information (i.e., our hosting provider, newsletter provider, payment processors or team members).

It is important to note that we may transfer data internationally. For users in the European Union, please be aware that we transfer personal information outside of the European Union. By using our website and providing us with your personal information, you consent to these transfers in accordance with this Privacy Policy.

### Data Retention

We retain your personal information for the minimum amount of time necessary to provide you with the information and/or services that you requested from us. We may include certain personal information for longer periods of time, if necessary, for legal, contractual and accounting obligations.

### Confidentiality

We aim to keep the personal information that you share with us confidential. Please note that we may disclose such information if required to do so by law or in the good-faith belief that: (1) such action is necessary to protect and defend our rights or property or those of our users or licensees, (2) to act as immediately necessary in order to protect the personal safety or rights of our users or the public, or (3) to investigate or respond to any real or perceived violation of this Privacy Policy or of our Terms of Service (Disclaimer), or any other terms of use or agreement with us.

## Security

We take commercially reasonable steps to protect the personal information you provide to us from misuse, disclosure or unauthorized access. We only share your personal information with trusted third parties who use the same level of care in processing your personal information. That being said, we cannot guarantee that your personal information will always be secure due to technology or security breaches. Should there be a data breach of which we are aware, we will inform you immediately.

## Anti-Spam Policy

We have a no spam policy and provide you with the ability to opt-out of our communications by selecting the unsubscribe link at the footer of all e-mails. We have taken the necessary steps to ensure that we are compliant with the CAN-SPAM Act of 2003 by never sending out misleading information. We will not sell, rent or share your email address.

## Data Controller and Processors

We are the data controllers as we are collecting and using your personal information. We use trusted third parties as our data processors for technical and organizational purposes, including for payments and email marketing. We use reasonable efforts to make sure our data processors are PIPA and GDPR-compliant.