



ONLINE DISPUTE RESOLUTION CLIENT INFORMATION AND CONSENT

1. Your mediation sessions will be conducted over a secure online platform provided by **Zoom.us**, *or insert other name of software you are using*.
2. Within your email invitation will be a link to download and install the software, which is free. It can be used on a cell phone, tablet, computer, etc. You only need the Personal version. You will need to have a camera and a microphone, which cell phones, tablets and most laptops have. If your computer doesn't have a camera or microphone, they are available for purchase at most computer stores.
3. You will receive a new invitation for each meeting that we have scheduled. Note that clicking on the link will take you directly to the meeting after you have downloaded the Zoom software. If you want to learn more about Zoom, their website has tutorials available at <https://support.zoom.us>, *or insert other name of software you are using*.
4. You will need a secure WiFi or Ethernet (hard-wired) connection for your computer. You should NOT use a public access WiFi connection, such as those available in public spaces and businesses as they are not secure and your information may be at risk.
5. You will receive the Contract to Mediate and invoice under separate email. Please read the Contract and confirm by return email that you agree to mediate under the terms of the contract. Your confirmation and fees must be received prior to your mediation session taking place.

Confidentiality and Privacy

6. Only the people who have signed/agreed to the terms of the Contract to Mediate may be present during any online mediation session. You must confirm that you are alone in the room and that you and your device cannot be overheard or observed. You must also confirm that children are not present and/or are not able to overhear or observe you and your device.
7. As set out in your Contract to Mediate, the entire mediation process and each session is confidential and cannot be used in a subsequent court proceeding.

8. Absolute Prohibition on Recording - You, or anyone on your behalf, may NOT audio or video record any mediation session or portion thereof. In the event that you learn of an audio or video recording of any session, you will take immediate measures to destroy the recording and will not share the recording to any third parties. You further agree that you will not transmit a live or deferred video or audio relay of the online mediation sessions to third parties.
9. Given the use of information and communication technology, it is not possible to guarantee that all communications will be confidential, or to completely control where or how some personal information may be collected, stored or accessed. You understand and accept the risks of any such breach of confidentiality.

Best Practices and Troubleshooting

10. Interruption Free Zone - In order to ensure that your mediation session is uninterrupted, please take all reasonable measures to ensure that you have arranged for appropriate child care, notified family and friends that you are unavailable during your session, and turned off or silenced any phones or devices not being used for the purpose of facilitating your mediation session.
11. Early Log On - You should log on to the Zoom link no less than 5 minutes in advance of the scheduled start time so that any technology issues can be resolved, and your mediation session can start on time.
12. Waiting Room - In order to preserve the neutrality of your mediator, each time you log on to the Zoom meeting you will enter into a “virtual waiting room” until all parties have arrived. Once all parties are logged on and in the waiting room, you will be admitted into the meeting by your mediator. The mediator may first check in with each of you privately. The session will then proceed, either with you in these separate “rooms” or together, as the mediator deems best.
13. Technology Failure Protocol - Despite all best efforts, at times technology may not operate properly such that a scheduled online mediation session may not commence on time or may be interrupted. If you are unable to join a scheduled mediation session, please immediately call your mediator at **XXX-XXX-XXXX** for assistance or to reschedule your session.
14. Respectful Online Communication - Due to the nature of the online forum, it is especially important to allow each participant to finish their comment or statement before responding. In addition, the online format can amplify and

exaggerate sound so maintaining a regular speaking voice is important. Finally, please remember that the camera does not always transmit hand gestures or non-verbal cues, so it is important to verbalize all communication during an online mediation session.

15. Any documents arising from this process will be shared by email, understanding that this may not be a private and secure transmission.
16. **By agreeing to proceed with this mediation through the use of technology you agree to all of the above cautions and processes and release the Mediator from any liability in the event of any inadvertent disclosure.**

PLEASE REPLY TO THE EMAIL TO WHICH THIS WAS ATTACHED TO CONFIRM YOUR CONSENT TO PROCEED AND AGREEMENT TO THESE TERMS