

## TERMS OF ONLINE MEDIATION

- 1.1. The parties and the Mediator intend to mediate from different locations by teleconference, “Zoom” or other agreed upon technology and agree to the following terms relating to ‘online’ mediation.
- 1.2. The parties confirm that they are each capable of mediating online, that they are able to use the technology effectively and that the use of an online platform for this mediation will not constitute a power imbalance that they cannot manage.

### Technology

(a) The Mediator and mediate393 inc. do not endorse any of the information and communication technology products or services used to conduct the mediation.

We prefer to use the secure platform by **Zoom.us** to conduct your online mediation sessions. Your mediator will send a link for you to use to connect to the meeting; there is no need to download anything to your computer. If you want to learn more about zoom, you can look at their tutorials available at

<https://support.zoom.us>.

The Mediator and the parties confirm that they are each participating from their own separate, private and secure computers, using secure and private internet connections (eg/ no use of public wifi), private and secure email accounts and private and secure telephones. They confirm that they each have suitable devices with microphones and cameras.

The parties and Mediator will sign the Agreement to Mediate in counterparts (eg/ separately) electronically and return to the [tanisha@mediate393.ca](mailto:tanisha@mediate393.ca) prior to the commencement of the mediation.

(e) Participants will log into the meeting five minutes prior to the scheduled start time to test equipment.

(f) Technology Failure Protocol. The technology may not always work as intended. Any party having difficulty with the platform and unable to join or stay in a scheduled meeting will immediately email the mediator at their mediate393 email address. If the online mediation session cannot start or continue it will be canceled and rescheduled as soon as possible.

## Confidentiality and Privacy

The Mediator and the parties represent that no person, other than the parties to this Agreement to Mediate and an intern, will observe, overhear, be within seeing or hearing distance, participate in or have any access of any kind to any part of this Mediation process without the written consent of the Mediator and the parties. Any third party participating in this process will be required to sign the Confidentiality provisions of the Agreement to Mediate. All participants will be asked to confirm this verbally before starting.

In particular, each party agrees none of their children will be present or within seeing or hearing distance, or have access of any kind to any part of the Mediation process unless that child will be participating in some way in the mediation, and this has been expressly agreed upon by the parties and the Mediator in advance in writing.

- (i) As set out in your Agreement to Mediate, the entire mediation process and each session is confidential and cannot be used in a subsequent court proceeding.
- (j) Absolute Prohibition on Recording. You, nor 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 with any third parties. No photos nor screen shots may be taken at any time without the consent of all participants.

The parties and Mediator agree to share any written documents arising from this process by email using password protection whenever feasible. They will use any document sharing platforms with mutual consent.

- (l) All other standard confidentiality terms remain in effect, including the prohibition on sharing any information about this mediation process with children, on social media or in any way.

## Mediation Process

- (m) The parties shall provide the Mediator with satisfactory documentation confirming their identity, in the form required by the Mediator.
- (n) All participants agree to take all reasonable measures to ensure that you are not

interrupted during your entire online mediation sessions. This included arranging for appropriate childcare, notifying family and friends of your unavailability for social media, texting etc. All phones should be kept on silent.

Waiting Room. All participants will enter the meeting each time you log on in 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. At first the mediator will 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.

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.

We acknowledge that we have read this contract. We would like to proceed with mediation in accordance with the terms set out above.