



## ONLINE DISPUTE RESOLUTION CLIENT/LAWYER INFORMATION AND CONSENT

### ALL PARTICIPANTS TO ONLINE MEDIATION ARE DEEMED TO ACCEPT, AGREE AND BE BOUND TO THE TERMS OF THIS CONSENT

#### GENERAL

1. Your mediation session(s) will take place over a secure online platform provided by Zoom.us, understanding that there is always a security risk using any online technology.
2. To enhance the security of the meeting, you will receive an invitation to join the Zoom mediation by way of an email from my personal email account (hruppert@ruppertmccarthy.com). The email will contain a link and a password. At the appointed time, you need to click the link and enter the password provided, when prompted. By signing this document, you agree that you will not send the link and/or password to any other person.
3. You can attend the online mediation by way of computer, laptop, iPad, or even cell phone. Your device will need to have a camera and a microphone built in, or an external one(s) set up. The larger the screen, the better.
4. You will need a secure WIFI or Ethernet (hard-wired) connection for your device. You should NOT use a public access WIFI connection, such as those available in public spaces and business as they are not secure, and your information may be at risk.
5. You will receive a separate email by me or by your lawyers (if your lawyers are arranging and attending the mediation) that will include: (a) A confidential mediation intake form, (b) A Payment Policy and (c) An Agreement to Mediate/Confidentiality Agreement. These documents and your mediation fees must be received by me prior to your mediation session taking place.

#### CONFIDENTIALITY and PRIVACY

6. Only invited participants may be present during any online mediation session. You must confirm that you are alone in the room and that no one else except the participants to the mediation can see or hear you. 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 the Agreement to Mediate and/or Confidentiality Agreement, the entire mediation process and each session is confidential and cannot be used in a subsequent court and/or arbitration proceeding
8. There is an absolute prohibition on recording the mediation session(s) in any way. You, or anyone on your behalf, may NOT audio or video record any mediation session or portion thereof. If 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 session(s) 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 personal information is collected, stored, or accessed. You understand and accept the risks of any such breach of confidentiality.

#### GETTING THE MOST OUT OF THE ONLINE MEDIATION & TROUBLESHOOTING

10. **Power Up** – make sure your device is charged and that you have access to all your connection cables and a power source that allows you to continue with the video and audio mediation even after your battery runs out. (Remember when charging you still need to be able to look at your camera).
11. **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 childcare, notified family and friends that you are unavailable during your session, and turn off or silence any phones or devices not used for the purpose of facilitating your mediation session.
12. **Early Log On** – Please join the link I provided at least 10 minutes before the scheduled start time so that you can test your video, microphone and any technology issues can be fixed, and the session can start on time.
13. **Waiting Room** – In order to preserve my neutrality and to enhance security, each time you log on to the Zoom meeting you will enter a “virtual waiting room.” I will be alerted when a party joins and is in the waiting room. I will either wait until all people have arrived and join everyone at once; or I will allow a participant to join but then put you in a separate “breakout room.” I may first check in with each party privately; and/or I may meet with the lawyers first, privately (if lawyers are present). The session will proceed with us in the same common session and/or in separate “rooms.” This is replicating the “caucus” process in face-to-face meetings.
14. **Technology Failure Protocol** – Despite best efforts, there are “glitches” with technology. I will be asking you to provide me with a phone number where you can be reached during the mediation in the event we are interrupted or suspended by a technology glitch. It is important to be patient
15. **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.
16. **Body Language** – This is two-fold. Please remember that your camera may not always transmit hand gestures or non-verbal cues that I might see, if we were meeting in person, so it is important to verbalize all communication during and online mediation session. On the other hand, you are always on video and can be observed by other participants even if you are not talking, I and the other party or parties can see your facial body language. Please be mindful and respectful.



17. **Documents will be exchanged by email** – Documents should be shared in advance of the online mediation session. It may be necessary for us to transmit documents during the session. You are consenting to the transmission, understand that email transmission may not be a private and secure transmission.
  
18. By agreeing to proceed with this mediation you agree to all the above cautions and processes and release the Mediator from any liability in the event of any inadvertent disclosure or security breach.

**I UNDERSTAND THAT BY ACCEPTING THE ZOOM LINK SENT TO ME TO PARTICIPATE IN THE MEDIATION I AM AGREEING TO ALL OF THE TERMS SET OUT IN THE ABOVE CONSENT TO ONLINE MEDIATION AND THAT MY SIGNATURE IS NOT REQUIRED ON THIS DOCUMENT TO BIND ME TO THE TERMS/**