

USE OF TECHNOLOGY INFORMATION & CONSENT

Note: This form is addressed to parties and should be reviewed with counsel.

General Terms

- 1.1 Should this process proceed using online technology, the parties will comply with these and any other Terms of Conditions for Online Family Dispute Resolution posted to the Riverdale Mediation website.
- 1.2 The parties confirm that they are each capable of participating in mediation, arbitration, parenting coordination and/or screening online, that they are able to use the technology effectively and that the use of an online platform does not constitute a power imbalance that they and Riverdale cannot manage.

Technology

- 2.1 Any online sessions will be conducted using an online platform provided by Zoom.us.
- 2.2 Although Zoom can be used on any smart phone, tablet or computer equipped with both a camera and a microphone, connectivity is best with a secure ethernet (hard-wired) connection.
- 2.3 No party may use a public access Wi-Fi connection at any time for any purposes during this process.
- 2.4 Parties will be sent a link to use to connect to the meeting; there should be no need to download the software to your computer. To learn more about zoom, see the tutorials at <https://support.zoom.us>.
- 2.5 Parties agree that they will use a private and secure device with a camera and a microphone, with secure and private internet connections, private and secure email accounts and private and secure telephones.
- 2.6 **Use of Artificial Intelligence:** The parties shall advise the professional and the other party in advance if they intend to use artificial intelligence in any way, and shall disclose the manner in which they intend to use it. The consent of all parties is required for any use of AI in this process.

Confidentiality and Privacy

- 3.1 Only persons who have signed the process agreement (other than a Riverdale intern) may be present during any online session unless other arrangements are made in advance. All parties agree and represent that no person, other than the parties to the process 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 the process without the written consent of all parties.
- 3.2 Each party agrees no children will be present or within seeing or hearing distance, or have access of any kind to any part of the process other than for a child interview.
- 3.3 **Absolute Prohibition on Recording**. All parties undertake that they shall NOT screen shot, audio or video record, transcribe or take photographs during any meeting during this process. In the event that a party learns of an audio or video recording, screen shot, transcription or photograph of any session, they will take immediate measures to destroy same and will not share it with anyone.
- 3.4 The parties and professional agree to share all confidential information that is exchanged or produced during this process either by way of a secure shared file folder or a password-protected document if sent by email. The parties acknowledge that email may not be a private and secure transmission.
- 3.5 All other standard confidentiality terms remain in effect, including the prohibition on sharing any information about this process with children, with any others who are not party to the process agreement, including on social media.
- 3.6 Given the use of information and communication technology, it is not possible to guarantee the confidentiality of online processes, nor completely control where or how some personal information may be collected, stored, accessed or used. The parties understand and accept such risks of breach of privacy and confidentiality.

Best Practices for Effective Online Meetings

- 4.1 The parties shall provide the professional with satisfactory government issued photo identification at their first meeting,
- 4.2 All participants shall take all reasonable measures to ensure there will be no interruptions during an online meeting. This includes arranging for appropriate childcare, notifying family and friends of your unavailability for social media, texting etc. All phones or devices not being used for the purpose of facilitating the session should be turned off or silenced.

- 4.3 To protect confidentiality and privacy and also to moderate background noise, participants are requested to use headphones or earbuds during all meetings.
- 4.4 Participants should log into the meeting at least five minutes prior to the scheduled start time to test their internet connection and their equipment.
- 4.5 Waiting Room. Participants will enter the meeting in a virtual waiting room until all parties have arrived. Once all parties are logged on and in the waiting room, they will be admitted into the meeting. The professional may check in with each party privately using a private break-out room. The session will then proceed either by way of separate breakout rooms or together, in the professional's discretion.
- 4.6 Technology Failure Protocol. Technology does not always work as intended. Any party unable to join or stay in a scheduled meeting due to technology failure should notify their professional via email or text. If the online meeting cannot start or continue it will be cancelled and rescheduled as soon as possible.
- 4.7 Any documents arising from, used in or produced during this process will be shared by email or a secure document-sharing platform as agreed.
- 4.8 Respectful Online Communication. Parties agree to the following expectations of online dispute resolution:
- (i) Each participant is expected to consider the background behind them. Backgrounds should be neutral, non-triggering for any party, unoffensive, and non-distracting. Participants will be asked to blur their backgrounds where appropriate.
 - (ii) Parties should re-name themselves if necessary so that the name on the screen is the same as their name. The names of new partners, children or pets are not permitted.
 - (iii) it is especially important for successful online communication that parties allow each other time to finish their statement before responding.
 - (iv) Parties are expected to moderate their own behaviours at all times. If a party feels that they are unable to do so, they should request a break or a private meeting with the professional.
 - (v) The online format can amplify and exaggerate sound, so maintaining a regular speaking voice is important.
 - (vi) 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 session.

- (vii) Please be patient, as there is often a brief delay in sound transmission.
- (viii) It is vitally important that all participants have a strong internet connection. A weak connection makes effective and productive communication challenging if not impossible.
- (ix) Parties are responsible for ensuring that there is no distracting noise in the background such as construction noise, dogs barking, etc. Please ensure that meetings are scheduled to occur at times and in locations where such disruptions will not happen.

Agreement

5. By agreeing to proceed with online dispute resolution, the parties agree to all the above cautions and processes, and release the professional from any liability in the event of any inadvertent disclosures.