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**VIRTUAL MEDIATION**  
**GUIDELINES AND GROUND RULES**

**Technology:**

1. **Zoom Online Platform.** You understand that your mediator uses the online secure platform provided by Zoom.us to conduct your online mediation sessions. You agree that well in advance of your first scheduled mediation session, you will download and install the software and/or apps from Zoom.us necessary to participate in the Zoom online mediation sessions. You will only need to download the free Personal Use Plan software and/or app and open a personal account. Once you have downloaded Zoom.us, you agree to familiarize yourself with the operation of the Zoom platform so that you are able to operate the system and participate in your mediation sessions. Zoom.us has tutorials available at <https://support.zoom.us>.
2. **Secure Document Transmission.** You understand that your mediator uses Dropbox.com or OneDrive as a secure platform for storing and transmitting your personal documents and information relative to your online mediation process. You agree to download the necessary software and/or apps from Dropbox.com / OneDrive. You agree to utilize Dropbox.com/ OneDrive to send and receive all personal documents relative to your online mediation process. More information can be found at <https://drophttps://www.adobe.com/sign.htmlbox.com> or <https://onedrive.com>
3. **Document Execution.** You understand that whenever possible your mediator uses AdobeSign as a secure platform for the execution of documents required during your mediation process. In the event that you choose not use AdobeSign for the execution of documents, or in those instances when original signatures are required, then copies for execution will be transmitted to you for printing and signing and you will be responsible for returning the executed copies to Mediator via mail or overnight delivery service. More information can be found at <https://www.adobe.com/sign.html> .

### **Confidentiality and Privacy:**

4. Privacy and Confidentiality. Only the people who have notified the mediator that they are attending the mediation may be present in the same rooms used by participants during any online mediation session. You must confirm that you are alone in the room and that you cannot be overheard.

All communications, negotiations, or settlement discussions by and between participants in the course of mediation or a mediation consultation (in an online platform or otherwise) shall remain confidential.

5. 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 disseminate 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.

### **Best Practices and Troubleshooting**

6. Interruption Free Zone. You agree to take all reasonable measures to ensure that you are not interrupted during your online mediation sessions. This includes arranging for appropriate child care, notifying family and friends of your unavailability and making appropriate scheduling choices.
7. Technology Hiatus. Except for the computer or mobile device upon which you are conducting your online mediation session, you agree to turn off or put on silent any phones, tablets or computers and disable any alert announcements and/or texts for the duration of your online mediation sessions. Further, you agree to refrain from the use of social media, email and/or internet search engines, other than as may be necessary to conduct the session, during your online mediation sessions.
8. Early Log On. You agree that whenever possible, you will log on to the scheduled mediation session 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.
9. Waiting Room. In order to preserve the neutrality of your mediator under all circumstances, you 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. If 5 minutes after the scheduled start of the mediation session all parties have not entered the waiting room, your mediator will check in with those who are present to determine next steps.

10. Technology Failure Protocol. You understand that despite all best efforts, at times technology may at time not operate properly and 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 **713-204-4144** to discuss how to proceed. In the event that the technology issues cannot be resolved in reasonable time, the online mediation session will be canceled and rescheduled at a mutually convenient time.
11. 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.
12. Caucus Failure Protocol. At times it may be beneficial for your mediator to caucus with you each separately. The Zoom.us online platform allows the mediator to put one or more participants in the “virtual waiting room” while continuing to communicate with the other participant(s) for a caucus. You agree that in the event that you are the muted party during a caucus between the mediator and the other party or if you are and you are able for any reason to hear the communication intended to be private, you will IMMEDIATELY terminate the Zoom.us online mediation session and will call in to your mediator at **713-204-4144**.
13. Mediator’s Physical Location. Your mediator is located at 712 Main Street, Ste. 1100, Houston, TX 77002.

Acknowledged and Agreed:

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Party A                      Date: \_\_\_\_\_      Party B                      Date: \_\_\_\_\_