

## **Terms and Conditions of Virtual Mediation**

Please read these Terms and Conditions (“**Terms and Conditions**”) carefully before using any of the services offered by Pinnacle Mediation and/or Sherri Koven (the “**Mediator**”).

Your access to and use of the Services are conditioned upon your acceptance of and compliance with the Terms and Conditions as set out in this Agreement. These Terms apply to all users and others who access, rely on, or use the Services.

By accessing or using the Services you agree to be bound by these Terms and Conditions. If you disagree with any part of the Terms and Conditions then you may not access or use the Services.

### **Article I — Definitions and Defined Terms**

1.

- (a) Terms defined in the preamble have their assigned meanings and each of the following terms has the assigned meaning to it.

“Agreement” means this agreement setting out the Terms and Conditions.

“Mediation” means the actual Mediation sessions scheduled with the Mediator.

“Mediator” means Sherri Koven.

“Party or Parties” mean any party to this Agreement that uses, accesses, receives, or relies on the Services provided by Pinnacle Mediation and/or the Mediator, and does not include the Mediator.

“Pinnacle Mediation” means the services provider.

“Services” or “Mediation Process” means any of the services Pinnacle Mediation and/or the Mediator provides to the Parties, and includes the scheduled Mediation(s).

“Technology” means a working computer, working microphone, working video camera, Zoom, and Microsoft Teams.

“Terms and Conditions” means the provisions set out in this Agreement

“Virtual Platform” has the meaning assigned to it in 4.1.

## **Article II — Information Provided**

2. The Parties to this Agreement agree to the following:
  - 2.1. All information provided to the Mediator, whether prior to, during, or after Mediation or the Mediation Process, is true, and if need be, provable in a court of law; and
  - 2.2. Any use of the Services will be in good faith.

## **Article III — Selection Process**

3. **Selection Process**
  - 3.1. The Mediator and Pinnacle Mediation reserve the right to approve, prior to confirmation of the Parties' booking, whether the Parties are candidates to receive the Services.
  - 3.2. If the Mediator and/or Pinnacle Mediation determine that the Parties are not candidates to receive the Services, the Parties shall be notified by email.
  - 3.3. If the Mediator and/or Pinnacle Mediation determine that the Parties are not candidates to receive the Services, then the Parties shall not receive the Services.
  - 3.4. If the Mediator and/or Pinnacle Mediation determine that the Parties are candidates to receive the Services, the Parties shall be notified by email.
  - 3.5. The Parties hold no rights nor any entitlements prior to receiving the Mediator's and/or Pinnacle Mediation's approval that the Services will be administered to the Parties.

## **Article IV — Conditions to Mediating Virtually**

4. **Locations and Capability**
  - 4.1. In receiving these Services, the Parties shall mediate from different locations by Zoom or Microsoft Teams (the "**Virtual Platform**"), with the exception of 4.2.
  - 4.2. In receiving these Services, if the Parties cannot feasibly mediate from different locations in accordance with 4.3, the Parties shall mediate from the same location through the Virtual Platform.
  - 4.3. The following are conditions where mediating from different locations is considered not feasible:
    - (a) the Parties currently live together and no other place exists for separate Mediation;
    - (b) the Parties share an office space and no other place exists for separate Mediation; or
    - (c) where both Parties agree to mediate in the same location.
  - 4.4. The Parties are each capable of mediating online.
  - 4.5. The Parties have access to the following:
    - (a) a working computer;
    - (b) working microphone; and

- (c) working video camera.
- 4.6. The Parties will have access on the day of Mediation to the following:
  - (a) a working computer;
  - (b) working microphone; and
  - (c) working video camera.
- 4.7. The Parties are able to use all of the Technology efficiently and effectively.
- 4.8. The Parties acknowledge, understand, and confirm that the use of Technology in the administration of the Services will not constitute an imbalance in power that the Parties cannot manage.

### **Article V — Privacy**

#### **5. Privacy and Recording**

- 5.1. The Parties are each capable of mediating online and in a private place, with the exception of 4.2.
- 5.2. The Parties or anyone present during the administration of the Services shall not record, transmit, broadcast, nor cause to be fixed the Services.
- 5.3. The Parties or anyone present during the administration of the Services shall not facilitate the recording, transmission, broadcasting, nor fixing of the Services.
- 5.4. The Parties shall remove all background filters prior to the commencement of the Mediation, unless the desired background filter is preapproved by the Mediator prior to the Mediation.
- 5.5. The Parties shall each attend and participate Mediation virtually from their own, private, separate, and secure computers, using internet connections that are private and secure.
  - (a) For the purposes of this Agreement, internet connections that are private and secure are connections that are not accessible to general members of the public, such as public Wi-Fi, public computers, work-place computers, or workplace Wi-Fi.
- 5.6. The Parties shall each use private and secure phones and email accounts when communicating with the Mediator and/or Pinnacle Mediation.
- 5.7. Any Party or third party participating in the Mediation Process will be required to sign the Agreement to Mediate.
- 5.8. As set out in your Agreement to Mediate, the entire Mediation Process is confidential and cannot be used in a subsequent court proceeding, subject to the limited exceptions set out in the Agreement to Mediate.

### **Article VI — Selection of Virtual Platform**

#### **6. Technology**

- 6.1. The Mediator does not endorse any Virtual Platform.
- 6.2. The Mediator shall select the specific Virtual Platform to administer the Services.

- 6.3. Subject to satisfaction of 3.4, the Mediator will send a link for the Parties to use in order for the Parties to connect to the Mediation.

### **Article VII — Fees**

#### 7. Fees

- 7.1. The Mediator shall not administer any of the Services until the Parties pay in full the amount owed with respect to the Service selected, and reserves the right to withhold or discontinue the provision of the Services until the Parties have provided the full payment to the Mediator.
- 7.2. If Mediation does not commence at the scheduled time, due to one or more Parties not showing up, time shall not be stopped nor added to the Mediation, unless paid for at the additional hourly rate.

### **Article VIII — General Provisions**

#### 8. Procedures

- 8.1. Subject to the satisfaction of 3.4, the Mediator shall send the Parties the Agreement to Mediate and the Parties shall sign the Agreement to Mediate electronically (possibly through DocuSign) and email both documents signed to [sherri@pinnaclemediate.com](mailto:sherri@pinnaclemediate.com), prior to the commencement of Mediation or the administration of the Services, whichever of the two comes sooner.
- 8.2. The Parties shall log onto the Mediation 20 minutes before the commencement of their scheduled Mediation.
- 8.3. In the event of technical difficulties, the Parties shall email the Mediator immediately at [sherri@pinnaclemediate.com](mailto:sherri@pinnaclemediate.com).
- 8.4. If Mediation cannot begin or continue due to a Party's technical difficulties, then the Mediator reserves the right to cancel the Mediation and reschedule the Mediation at a time convenient for the Parties and the Mediator.
- 8.5. If the Mediator or either Party cancels or discontinues the Mediation in accordance with 8.4, the Mediator shall keep the full payment for that Mediation day, and payment shall not be transferred to another day.

By checking/clicking the box on the Screening Form that is associated with the Terms and Conditions, you thereby acknowledge that you have read the Terms and Conditions contained herein, and that you consent to each and every one of them.