**INTERNET, EMAIL AND COMPUTER USAGE POLICY**

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## Contacting the Victorian Chamber of Commerce and Industry

The Victorian Chamber’s team of experienced workplace relations advisors can assist members with a range of employment, human resources and industrial relations issues.

Our experienced workplace relations consultants can also provide assistance to both members and non-members on a range of more complex matters for a fee-for-service. The consultants can, among other things, provide training to employees, conduct investigations and provide representation at proceedings at the Fair Work Commission.

For assistance or more information, please contact the Workplace Relations Advice Line on (03) 8662 5222.

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# INTERNET, EMAIL AND COMPUTER USAGE POLICY

Date of issue:

Policy approved by:

Contact person:

## 1 PURPOSE

This policy sets out the standards of behaviour expected of persons using **[INSERT COMPANY NAME]**’s computer facilities, or when making reference to **[INSERT COMPANY NAME]** on external sites.

## 2 APPLICATION

This policy applies to all people who use **[INSERT COMPANY NAME]**’s computer network by any means (users). The policy also applies to users who contribute to external blogs and sites who identify themselves as associated with **[INSERT COMPANY NAME]**.

The Policy is not intended to override the terms of any award, enterprise agreement or contract that applies to an employee.

## 3 POLICY

### Definitions

“*Blogging*” means the act of using a web log or ‘blog’. ‘Blog’ is an abbreviated version of ‘weblog’ which is a term used to describe websites that maintain an ongoing chronicle of information. A blog is a frequently updated website featuring diary-style commentary, audio-visual material and links to articles on other websites.

“*Confidential Information*” includes, but is not limited to trade secrets of **[INSERT COMPANY NAME]**, non-public information about the business and affairs of **[INSERT COMPANY NAME]** such as: pricing information such as internal cost and pricing rates, production scheduling software, special supply information; marketing or strategy plans; exclusive supply agreements or arrangements; commercial and business plans; commission structures; contractual arrangements with third parties; tender policies and arrangements; financial information and data; sales and training materials; technical data; schematics; proposals and intentions; designs; policies and procedures documents; concepts not reduced to material form; information which is personal information for the purposes of privacy law; and all other information obtained from or obtained in the course of working or providing services to **[INSERT COMPANY NAME]** that is by its nature confidential.

“*Computer Surveillance*” means surveillance by means of software or other equipment that monitors or records information input or output, or other use, of **[INSERT COMPANY NAME]**’s Computer Network (including, but not limited to, the sending and receipt of emails and the accessing of websites).

“*Computer Network*” includes all internet, email and computer facilities which are used by users, inside and outside working hours, in the workplace of **[INSERT COMPANY NAME]** (or a related corporation of **[INSERT COMPANY NAME]**) or at any other place while performing work for **[INSERT COMPANY NAME]** (or a related corporation of **[INSERT COMPANY NAME]**). It includes, but is not limited to, desktop computers, laptop computers, iPhones, Palm Pilots, PDAs, other handheld electronic devices, smart phones and similar products, and any other means of accessing **[INSERT COMPANY NAME]**’s email, internet and computer facilities, (including, but not limited to, a personal home computer which has access to **[INSERT COMPANY NAME]**’s IT systems).

“*Intellectual Property*” means all forms of intellectual property rights throughout the world including copyright, patent, design, trade mark, trade name, and all Confidential Information and including know-how and trade secrets.

“*Person*” includes any natural person, company, partnership, association, trust, business, or other organisation or entity of any description and a Person’s legal personal representative(s), successors, assigns or substitutes.

### Use of Internet, Email and Computers

Where use is allowed, users are entitled to use the computer network only for legitimate business purposes.

Users are permitted to use **[INSERT COMPANY NAME]**’s computer network for limited and reasonable personal use. However, any such personal use must not impact upon the user’s work performance or resources or violate this policy or any other policy.

A user must not use **[INSERT COMPANY NAME]**’s computer network for personal use if that use interferes with the efficient business operations of **[INSERT COMPANY NAME]** or relates to a personal business of the user.

**[INSERT COMPANY NAME]** gives no warranty or assurance about the confidentiality or privacy of any personal information disclosed by any user in the course of using **[INSERT COMPANY NAME]**’s computer network for the user’s personal purposes.

### Requirements for Use

Users must comply with the following rules when using **[INSERT COMPANY NAME]**’s computer network.

Prohibited Conduct

Users must not send (or cause to be sent), upload, download, use, retrieve, or access any email or material on **[INSERT COMPANY NAME]**’s computer network that:

* is obscene, offensive or inappropriate. This includes text, images, sound or any other material, sent either in an email or in an attachment to an email, or through a link to a site (URL). For example, material of a sexual nature, indecent or pornographic material;
* causes (or could cause) insult, offence, intimidation or humiliation;
* may be defamatory or could adversely impact the image or reputation of **[INSERT COMPANY NAME]***.* A defamatory message or material is a message or material that is insulting or lowers the reputation of a Person or group of people;
* is illegal, unlawful or inappropriate;
* affects the performance of, or causes damage to the computer system in any way;
* gives the impression of, or is representing, giving opinions or making statements on behalf of **[INSERT COMPANY NAME]** without the express authority of **[INSERT COMPANY NAME]***.* Further, users must not transmit or send **[INSERT COMPANY NAME]**’s documents or emails (in any format) to any external parties or organisations unless expressly authorised to do so.

Users must not use **[INSERT COMPANY NAME]**’s computer network:

* to violate copyright or other intellectual property rights. Computer software that is protected by copyright is not to be copied from, or into, or by using computing facilities, except as permitted by law or by contract with the owner of the copyright;
* in a manner contrary to **[INSERT COMPANY NAME]**’s privacy policy **[delete if not applicable]**;
* to create any legal or contractual obligations on behalf of **[INSERT COMPANY NAME]** unless expressly authorised by **[INSERT COMPANY NAME]**;
* to disclose any Confidential Information of **[INSERT COMPANY NAME]**, or any customer, client or supplier of **[INSERT COMPANY NAME]**, unless expressly authorised by **[INSERT COMPANY NAME]**;
* to install software or run unknown or unapproved programs on **[INSERT COMPANY NAME]**’s computer network. Under no circumstances should users modify the software or hardware environments on **[INSERT COMPANY NAME]**’s computer network;
* to gain unauthorised access (hacking) into any other computer within or outside **[INSERT COMPANY NAME]**, or attempt to deprive other users of access to or use of any **[INSERT COMPANY NAME]**’s computer network;
* to send or cause to be sent chain or SPAM emails in any format;
* to use computer facilities for personal gain. For example, running a personal business*.*

Users must not use another user’s computer network facilities (including passwords and usernames/login codes) for any reason without the express permission of the user or **[INSERT COMPANY NAME]**.

### Details on Blocking Email or Internet Access

**[INSERT COMPANY NAME]** reserves the right to prevent (or cause to be prevented) the delivery of an email sent to or from a user, or access to an internet website by a user, if the content of the email or the internet website is considered:

* obscene, offensive or inappropriate. This includes text, images, sound or any other material, sent either in an e-mail message or in an attachment to a message, or through a link to an internet website (URL). For example, material of a sexual nature, indecent or pornographic material;
* causes or may cause insult, offence, intimidation or humiliation;
* defamatory or may incur liability or adversely impacts on the image or reputation of **[INSERT COMPANY NAME]**. A defamatory message or material is a message or material that is insulting or lowers the reputation of a person or a group of people;
* illegal, unlawful or inappropriate;
* to have the potential to affect the performance of, or cause damage to or overload computer network, or internal or external communications in any way;
* to give the impression of, or is representing, giving opinions or making statements on behalf of **[INSERT COMPANY NAME]** without the express authority of **[INSERT COMPANY NAME]***.*

In the case that an email is prevented from being delivered to or from a user, the user will receive a prevented delivery notice. The notice will inform the user that the delivery of the email has been prevented. The notice will not be given if delivery is prevented in the belief that:

* the email was considered to be SPAM, or contain potentially malicious software; or
* the content of the email (or any attachment) would or might have resulted in an unauthorised interference with, damage to, or operation of any program run or data stored on any of **[INSERT COMPANY NAME]**’s equipment; or
* the email (or any attachment) would be regarded by a reasonable person as being, in all the circumstances, menacing, harassing or offensive.

**[INSERT COMPANY NAME]** is not required to give a prevented delivery notice for any email messages sent by a user if is not aware (and could not reasonably be expected to be aware) of the identity of the user who sent the e-mail or is not aware that the e-mail was sent by the user.

### Types of Surveillance in [INSERT COMPANY NAME]’s Workplace

On a continuous and ongoing basis **[INSERT COMPANY NAME]** will carry out computer surveillance of any user at such times of **[INSERT COMPANY NAME]**’s choosing and without further notice to any user.

Computer surveillance occurs in relation to:

* storage volumes;
* internet sites – every website visited is recorded including the time of access, volume downloaded and the duration of access;
* download volumes;
* suspected malicious code or viruses;
* emails – the content of all emails received, sent, deleted and stored on the computer network;
* computer hard drives – may access any hard drive on the computer network.

**[INSERT COMPANY NAME]** retains logs, backups and archives of computing activities, which it may audit. Such records are the property of **[INSERT COMPANY NAME]**, are subject to State and Federal laws and may be used as evidence in legal proceedings, or in the workplace investigations into suspected breaches of this policy.

### What Will the Computer Surveillance Records Be Used For?

**[INSERT COMPANY NAME]** may use and disclose the computer surveillance records where that use or disclosure is:

* for a purpose related to the employment of any employee or related to **[INSERT COMPANY NAME]**’s business activities; or
* to a law enforcement agency in connection with an offence; or
* in connection with legal proceedings; or
* reasonably believed to be necessary to avert an imminent threat of serious violence to any person or substantial damage to property.

For example, use or disclosure of computer surveillance records can occur in circumstances of assault, suspected assault, theft or suspected theft of **[INSERT COMPANY NAME]**’s property (or that of a related corporation of **[INSERT COMPANY NAME]**) or damage to **[INSERT COMPANY NAME]**’s equipment or facilities (or that of a related corporation of).

### Standards in Relation to Blogs and Sites Not Operated By [INSERT COMPANY NAME]

**[INSERT COMPANY NAME]** acknowledges that users have the right to contribute content to public communications on websites not operated by **[INSERT COMPANY NAME]**, such as social networking sites like Twitter, Facebook or YouTube. However, inappropriate use of such communications has the potential to cause damage to **[INSERT COMPANY NAME]**, employees, clients and suppliers. For that reason, the following provisions apply to all users.

As it may not be possible for any user of an external site to conduct a search that will identify any blogged comments about **[INSERT COMPANY NAME]**, users must not publish any material which identifies themselves as being associated with **[INSERT COMPANY NAME]**.

Users must not publish any material that may expose **[INSERT COMPANY NAME]** to any possible legal liability. Examples include, but are not limited to, defamation or discrimination proceedings.

### Blogging Facility Delete the following if your business does not have a blog facility.

The website of **[INSERT COMPANY NAME]** includes a blogging facility that only authorised users may use.

Authorised users are only permitted to contribute to blogs on **[INSERT COMPANY NAME]’**s website in order to share information and knowledge, obtain constructive feedback, interact directly with clients, collaborate over projects and solve problems, promote our organisation, and raise **[INSERT COMPANY NAME]**’s profile.

Standards in Relation to Blogs and Sites Operated By **[INSERT COMPANY NAME]**

Users must not engage in prohibited conduct. Further:

* + Only users who are authorised by **[INSERT COMPANY NAME]** are permitted to publish a blog on any sites operated by **[INSERT COMPANY NAME**], and the content of any such blog must first be approved by [**INSERT COMPANY NAME]** before publishing.
	+ The user must list their name and job title and add the following disclaimer: “The opinions expressed here are the personal opinions of the writer. Content published here does not necessarily present the views and opinions of [**INSERT COMPANY NAME].**”
	+ Public communications concerning **[INSERT COMPANY NAME]** must not violate any provisions of any applicable policy, procedure or contract.
	+ A user may participate in related public communications during normal work time. However, if doing so interferes with any of the user’s normal work responsibilities **[INSERT COMPANY NAME]** reserves the right to withdraw the user’s access to the communication facilities.
	+ A user must not communicate any material that violates the privacy or publicity rights of another party.
	+ A user must not cite or refer to clients, business partners, suppliers, other users etc. without their prior approval.
	+ A user may respectfully disagree with a Person’s actions, policies, or management, but must not make personal attacks on any Person. This includes competitors of **[INSERT COMPANY NAME]**.
	+ Users will be personally legally responsible for any content they publish and need to be aware of applicable laws.
	+ If the user subsequently discovers a mistake in their blog, they are required to immediately inform and then take steps authorised by **[INSERT COMPANY NAME]** to correct the mistake. All alterations should indicate the date on which the alternation was made.

### Warning

Apart from the potentially damaging effects a blog may have on **[INSERT COMPANY NAME]**, inappropriate blogs on internal or external sites can also have adverse consequences for a user in terms of future career prospects, as the material remains widely and permanently accessible to other site users.

### Enforcement

Users must comply with the requirements of this policy. Any breach of this policy may result in disciplinary action which may include termination of employment (or, for Persons other than employees, the termination or non-renewal of contractual arrangements).

Other disciplinary action that may be taken includes, but is not limited to, issuing a warning, suspension or disconnection of access to all or part of **[INSERT COMPANY NAME]**’s computer network whether permanently or on a temporary basis.

### Variations

**[INSERT COMPANY NAME]** *reserves the right to vary, replace or terminate this policy from time to time.*

Date of commencement of this policy: **[insert date]**

WORKPLACE PARTICIPANT ACKNOWLEDGEMENT

## I acknowledge:

##  I have received, read and understood the policy

##  I am required to comply with the policy; and

## There may be disciplinary consequences if I fail to comply, up to and including the termination of my employment.

Name: Signature:

Date: