Internet, Email and Computer Use Policy

1. Purpose
1.1 This Internet, Email and Computer Use Policy (‘Policy’) sets out the standards of behaviour expected of persons using Education Centre of Australia (‘ECA’)’s computer facilities, or when making reference to ECA on external sites.

2. Commencement of Policy
2.1 This Policy will commence from 1/01/2014. It replaces all other policies relating to use of ECA’s computers, internet and email facilities (whether written or not).

3. Application of Policy
3.1 This Policy applies to all people who use ECA’s computer network by any means (‘users’). The Policy also applies to users who contribute to external blogs and sites that identify themselves as associated with ECA.

3.2 This Policy does not form part of any employee’s contract of employment. Nor does it form part of any other user’s contract for service.

4. Definitions
4.1 In this Policy:

(a) ‘Blogging’ means the act of using 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.

(b) ‘Confidential information’ includes but is not limited to trade secrets of ECA; non-public information about the business and affairs of ECA 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 ECA or obtained in the course of working or providing services to ECA that is by its nature confidential.

(c) ‘Computer surveillance’ means surveillance by means of software or other equipment that monitors or records information input or output, or other use, of ECA’s computer network (including, but not limited to, the sending and receipt of emails and the accessing of websites).

(d) ‘Computer network’ includes all ECA’s internet, email and computer facilities which are used by users, inside and outside working hours, in the workplace of ECA (or a related corporation of ECA) or at any other place while performing work for ECA (or a related corporation of ECA). It includes, but is not limited to, desktop computers, laptop computers, Blackberrys, Palm Pilots, PDAs, other handheld electronic devices, smart phones and similar products, and any other means of accessing ECA’s email, internet and computer facilities, (including, but not limited to, a personal home computer or personal electronic devices such as iPads, Tablets, Blackberrys, Palm...
Pilots, PDAs, other personal handheld electronic devices, smart phones and similar products which have access to ECA’s IT systems).

(e) ‘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.

(f) ‘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.

5. Use of internet, email and computers

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

5.2 Users are permitted to use ECA’s computer network for limited and reasonable personal use. However any such personal use must not impact upon the user’s work performance or ECA resources or violate this Policy or any other ECA Policy.

5.3 A user must not use ECA’s computer network for personal use if that use interferes with the efficient business operations of ECA or relates to a personal business of the user.

5.4 ECA gives no warranty or assurance about the confidentiality or privacy of any personal information disclosed by any user in the course of using the computer network for the user’s personal purposes.

6. Requirements for use

6.1 Users must comply with the following rules when using ECA’s computer network.

7. Prohibited conduct

7.1 Users must not send (or cause to be sent), upload, download, use, retrieve, or access any email or material on ECA’s computer network that:

(a) 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;

(b) causes (or could cause) insult, offence, intimidation or humiliation;

(c) may be defamatory or could adversely impact the image or reputation of ECA. A defamatory message or material is a message or material that is insulting or lowers the reputation of a person or group of people;

(d) is illegal, unlawful or inappropriate;

(e) affects the performance of, or causes damage to ECA’s computer system in any way;

(f) gives the impression of or is representing, giving opinions or making statements on behalf of ECA without the express authority of ECA. Further, users must not transmit or send ECA’s documents or emails (in any format) to any external parties or organisations unless expressly authorised to do so.

7.2 Users must not use ECA’s computer network:

(a) 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 ECA’s computing facilities, except as permitted by law or by contract with the owner of the copyright;
(b) in a manner contrary to ECA’s Privacy Policy;
(c) to create any legal or contractual obligations on behalf of ECA unless expressly authorised by ECA;
(d) to disclose any confidential information of ECA or any customer, client or supplier of ECA’s unless expressly authorised by ECA;
(e) to install software or run unknown or unapproved programs on ECA’s computer network. Under no circumstances should users modify the software or hardware environments on ECA’s computer network;
(f) to gain unauthorised access (hacking) into any other computer within ECA or outside ECA, or attempt to deprive other users of access to or use of any ECA’s computer network;
(g) to send or cause to be sent chain or SPAM emails in any format;
(h) to use ECA’s computer facilities for personal gain. For example, running a personal business.

7.3 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 ECA.

8. Details on blocking email or internet access

8.1 ECA 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:

(a) 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;
(b) causes or may cause insult, offence, intimidation or humiliation;
(c) defamatory or may incur liability or adversely impacts on the image or reputation of ECA. 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;
(d) illegal, unlawful or inappropriate;
(e) to have the potential to affect the performance of, or cause damage to or overload ECA’s computer network, or internal or external communications in any way;
(f) to give the impression of or is representing, giving opinions or making statements on behalf of ECA without the express authority of ECA.

8.2 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:

(a) the email was considered to be SPAM, or contain potentially malicious software; or
(b) 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 ECA’s equipment; or
(c) the email (or any attachment) would be regarded by a reasonable person as being, in all the circumstances, menacing, harassing or offensive.

8.3 ECA is not required to give a prevented delivery notice for any email messages sent by a user if ECA 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.

9. Blogging facility

9.1 The website of ECA includes a blogging facility that only authorised users may use.

9.2 Authorised users are only permitted to contribute to blogs on ECA’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 ECA’s profile.

10. Standards in relation to blogs and sites operated by ECA

10.1 Users must not engage in prohibited conduct. Further:

(a) Only users who are authorised by IT Manager are permitted to publish a blog on any sites operated by ECA, and the content of any such blog must first be approved by IT Manager before publishing.

(b) 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 represent the views and opinions of ECA.’

(c) Public communications concerning ECA must not violate any provisions of any applicable ECA Policy, procedure or contract.

(d) A user may participate in ECA-related public communications during normal work time. However, if doing so interferes with any of the user’s normal work responsibilities, ECA reserves the right to withdraw the user’s access to the communication facilities.

(e) A user must not communicate any material that violates the privacy or publicity rights of another party.

(f) A user must not cite or refer to clients, business partners, suppliers, other users etc without their prior approval.

(g) A user may respectfully disagree with ECA’s actions, policies, or management, but must not make personal attacks on any person. This includes competitors of ECA.

(h) Users will be personally legally responsible for any content they publish and need to be aware of applicable laws.

10.2 If the user subsequently discovers a mistake in their blog, they are required to immediately inform IT Manager and then take steps authorised by IT Manager to correct the mistake. All alterations should indicate the date on which the alteration was made.

11. Standards in relation to blogs and sites not operated by ECA

11.1 ECA acknowledges that users have the right to contribute content to public communications on websites not operated by ECA, such as social networking sites like MySpace, Facebook or YouTube. However, inappropriate use of such communications has the potential to cause damage to ECA, employees, clients and suppliers. For that reason, the following provisions apply to all users:
(a) As it may be possible for any user of an external site to conduct a search that will identify any blogged comments about ECA, users must not publish any material which identifies themselves as being associated with ECA.

(b) Users must not publish any material that may expose ECA to any possible legal liability. Examples include, but are not limited to, defamation or discrimination proceedings.

(c) If it comes to ECA’s attention that a user has made inappropriate and/or unauthorised comments about ECA or a ECA employee, or ECA contractor, ECA may choose to take disciplinary action against a user as outlined in this Policy.

12. Warning
12.1 Apart from the potentially damaging effects a blog may have on ECA, 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.

13. Use of personal computers and electronic devices
13.1 This Policy applies to the use of personal computers, personal electronic devices such as iPads, Tablets, Blackberrys, Palm Pilots, PDAs and other personal handheld electronic devices, smart phones and similar products which have access to ECA’s IT systems, to the extent that such use may damage ECA’s business interests and employment relationships.

14. Enforcement
14.1 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).

14.2 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 ECA’s computer network whether permanently or on a temporary basis.

Variations

ECA reserves the right to vary, replace or terminate this Policy from time to time.

Policy version and revision information

Policy Authorised by: David Tulloh
Title: Operations Director
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Policy Maintained by: david Tulloh
Title: Operations Director
Current version: 1

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Workplace participant acknowledgement

I acknowledge:

- receiving the ECA Policy;
- that I will comply with the Policy; and
- that there may be disciplinary consequences if I fail to comply, which may result in the termination of my employment.

Your name: 

Signed: 

Date: 

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