

## ACCEPTABLE USE (INTERNET, EMAIL AND COMPUTER USE) POLICY

This policy sets out the standards of behaviour expected of Persons using ANZGOG's computer facilities.

### 1.1 Application of Policy

This policy applies to all people who use ANZGOG's Computer Network by any means. The policy also applies to Users who contribute to social media, blogs and sites who identify themselves as associated with ANZGOG's.

This policy also sets out the type of surveillance that will be carried out in ANZGOG's workplace, relating to the use of ANZGOG's Computer Network. Users are welcome to speak with and consult with ANZGOG about its surveillance of its systems.

### 1.2 Definitions

In this policy:

**"Confidential Information"** includes but is not limited to trade secrets of ANZGOG; non-public information about the business and affairs of ANZGOG such as: pricing information such as internal cost and pricing rates, production scheduling software, special supply information; marketing or strategy plans; client or contacts lists, clients/connections/contacts made during the course of a workplace participant's employment or engagement with ANZGOG (including through LinkedIn), 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; Intellectual Property and all other information obtained from ANZGOG or obtained in the course of working or providing services to ANZGOG 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 ANZGOG's Computer Network (including, but not limited to, the sending and receipt of emails, key strokes and the accessing of websites).

**"Computer Network"** includes all ANZGOG's internet, email, telephone and computer facilities which are used by Users, inside and outside working hours, in the workplace of ANZGOG (or a related corporation of ANZGOG) or at any other place while performing work for ANZGOG (or a related corporation of ANZGOG). It includes, but is not limited to, desktop computers, laptop computers, tablets, other handheld electronic devices, mobile phones, smart phones and similar products, and any other means of accessing ANZGOG's email, internet and computer facilities, (including, but not limited to, a personal home computer which has access to ANZGOG'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.

**“User”** includes any person using ANZGOG’s Computer Network or external website, including social media platforms.

### **1.3 Use of internet, email and computers**

Where use is allowed, Users are entitled to use ANZGOG’s Computer Network only for legitimate business purposes.

Users are permitted to use ANZGOG’s Computer Network for limited and reasonable personal use. However any such personal use must not impact upon the User’s work performance or ANZGOG resources or violate this policy or any other ANZGOG policy.

A User must not use ANZGOG’s Computer Network for personal use if that use interferes with the efficient business operations of ANZGOG or relates to a personal business of the User.

ANZGOG 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.

### **1.4 Requirements for use**

Users must comply with the following rules when using ANZGOG’s Computer Network.

Users must use their own username/login code and/or password when accessing the Computer Network.

Users in possession of ANZGOG’s electronic equipment must at all times handle the equipment in a responsible manner and ensure that the equipment is kept secure.

Users should protect their username/login code and password information at all times and not divulge such information to any other Person, unless it is necessary to do so for legitimate business reasons.

Users should ensure that when not in use or unattended, the Computer System is shut down or locked (password protected).

If a User receives an email which the User suspects contains a virus, the User should not open the email or attachment to the email and should immediately contact the IT support provider and/or Finance and Business Manager for assistance.

If a User receives an email the content of which (including an image, text, materials or software) is in breach of this policy, the User should immediately contact IT support provider and/or Finance and Business Manager for further instruction. The User must not forward the email to any other Person.

## 1.5 Prohibited conduct

Users must not send (or cause to be sent), upload, download, use, retrieve, or access any email or material on ANZGOG'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 ANZGOG. 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 ANZGOG computer system in any way.
- Gives the impression of or is representing, giving opinions or making statements on behalf of ANZGOG without the express authority of ANZGOG. Further, Users must not transmit or send ANZGOG's documents or emails (in any format) to any external parties or organisations unless expressly authorised to do so.

Users must not use ANZGOG'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 ANZGOG's computing facilities, except as permitted by law or by contract with the owner of the copyright;
- In a manner contrary to ANZGOG's privacy policy.
- To create any legal or contractual obligations on behalf of ANZGOG unless expressly authorised by ANZGOG.
- To disclose any Confidential Information of ANZGOG or any customer, client or supplier of ANZGOG's unless expressly authorised by ANZGOG.
- To install software or run unknown or unapproved programs on ANZGOG's Computer Network. Under no circumstances should Users modify the software or hardware environments on ANZGOG's Computer Network.
- To gain unauthorised access (hacking) into any other computer within ANZGOG or outside ANZGOG, or attempt to deprive other Users of access to or use of any ANZGOG's Computer Network.
- To send or cause to be sent chain or SPAM emails in any format.
- To use ANZGOG's 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 ANZGOG.

## **1.6 Details on blocking email or internet access**

ANZGOG 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 ANZGOG. 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 ANZGOG's 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 ANZGOG without the express authority of ANZGOG.
- 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:
  - o The email was considered to be SPAM, or contain potentially malicious software.
  - o 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 ANZGOG's equipment.
  - o The email (or any attachment) would be regarded by a reasonable Person as being, in all the circumstances, menacing, harassing or offensive.

ANZGOG is not required to give a prevented delivery notice for any email messages sent by a User if ANZGOG 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.

## **1.7 Type of surveillance in ANZGOG's workplace**

On a continuous and ongoing basis during the period of this policy, ANZGOG will carry out Computer Surveillance of any User at such times of ANZGOG's choosing and without further notice to any User.

Computer Surveillance occurs in relation to:

- Storage volumes.
- Internet sites - every web site 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 and stored on the Computer Network. (This also includes emails deleted from the inbox).
- Computer hard drives – ANZGOG may access any hard drive on the Computer Network.

ANZGOG retains logs, backups and archives of computing activities, which it may audit. Such records are the property of ANZGOG, are subject to State and Federal laws and may be used as evidence in legal proceedings, or in workplace investigations into suspected misconduct.

#### **1.8 What will the computer surveillance records be used for?**

ANZGOG 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 ANZGOG's business activities.
- Use or disclosure to a law enforcement agency in connection with an offence.
- Use or disclosure in connection with legal proceedings.
- Use or disclosure reasonably believed to be necessary to avert an imminent threat of serious violence to any Person or substantial damage to property.
- A breach of ANZGOG's policies.

For example, use or disclosure of Computer Surveillance records can occur in circumstances of assault, suspected assault, theft or suspected theft of ANZGOG's property (or that of a related corporation of ANZGOG) or damage to ANZGOG's equipment or facilities (or that of a related corporation of ANZGOG).

#### **1.9 Warning**

Apart from the potentially damaging effects a post may have on ANZGOG, 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. Refer to the Employee Handbook for further guidance.

### 1.10 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 ANZGOG's Computer Network whether permanently or on a temporary basis.

### 1.11 Review

At least once a year this policy will be reviewed by the CEO and ARC. Any substantive changes to the policy will be recommended to the Board of Directors to be ratified.

### Version Control Table

<b>Title</b>	Workplace Behaviour Policy			
<b>Created By</b>	Ethan Brawn (Holman Webb)			
<b>Date Created</b>	2 November 2023			
<b>Maintained By</b>	CEO / Company Secretary			
<b>Version Number</b>	<b>Modified By</b>	<b>Modifications Made</b>	<b>Date Modified</b>	<b>Status</b>
0.1	Ethan Brawn (Holman Webb)	Created	2/11/2023	Under review
0.2	ARC	ARC recommendation for Board to accept.	14/11/2023	Under Review
1.0	ANZGOG Board	Ratified.	23/11/2023	FINAL