

## **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 Fitzpatrick Group ('Fitzpatrick Group')'s computer facilities, or when making reference to Fitzpatrick Group on external sites.

### **2. COMMENCEMENT OF POLICY**

- 2.1 This Policy will commence from 25/07/2022. It replaces all other policies relating to use of Fitzpatrick Group's computers, internet and email facilities (whether written or not).

### **3. APPLICATION OF POLICY**

- 3.1 This Policy applies to all people who use Fitzpatrick Group'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 Fitzpatrick Group.
- 3.2 This Policy also sets out the type of surveillance that will be carried out in Fitzpatrick Group's workplace, relating to the use of Fitzpatrick Group's computer network.
- 3.3 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 Fitzpatrick Group; non-public information about the business and affairs of Fitzpatrick Group 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 Fitzpatrick Group or obtained in the course of working or providing services to Fitzpatrick Group that is by its nature confidential.

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- (c) 'Computer surveillance' means surveillance by means of software or other equipment that monitors or records information input or output, or other use, of Fitzpatrick Group's computer network (including, but not limited to, the sending and receipt of emails and the accessing of websites).
- (d) 'Computer network' includes all Fitzpatrick Group's internet, email and computer facilities which are used by users, inside and outside working hours, in the workplace of Fitzpatrick Group (or a related corporation of Fitzpatrick Group) or at any other place while performing work for Fitzpatrick Group (or a related corporation of Fitzpatrick Group). 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 Fitzpatrick Group'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 Fitzpatrick Group'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 Users are entitled to use Fitzpatrick Group computer network only for legitimate business purposes.
- 5.2 However, users are permitted to use Fitzpatrick Group's computer network for limited and reasonable personal use. Any such personal use must not impact upon the user's work performance or Fitzpatrick Group resources or violate this Policy or any other Fitzpatrick Group Policy.
- 5.3 A user must not use Fitzpatrick Group's computer network for personal use if that use interferes with the efficient business operations of Fitzpatrick Group or relates to a personal business of the user.
- 5.4 Fitzpatrick Group 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 Fitzpatrick Group's computer network.
  - (a) Users must use their own username/login code and/or password when accessing the computer network.

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- (b) Users in possession of Fitzpatrick Group's electronic equipment must at all times handle the equipment in a responsible manner and ensure that the equipment is kept secure.
- (c) 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.
- (d) Users should ensure that when not in use or unattended, the Computer System is shut down.
- (e) A disclaimer is automatically included in all Fitzpatrick Group emails, and must not be removed.
- (f) 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 I.T Department for assistance.
- (g) 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 delete the email and report the matter to the I.T Department. The user must not forward the email to any other person.

## **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 Fitzpatrick Group'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 Fitzpatrick Group. 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 Fitzpatrick Group's computer system in any way;
- (f) gives the impression of or is representing, giving opinions or making statements on behalf of Fitzpatrick Group without the express authority of Fitzpatrick Group. Further, users must not transmit or send Fitzpatrick Group'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 Fitzpatrick Group'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 Fitzpatrick Group's computing facilities, except as permitted by law or by contract with the owner of the copyright;

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- (b) in a manner contrary to Fitzpatrick Group's Privacy Policy;
- (c) to create any legal or contractual obligations on behalf of Fitzpatrick Group unless expressly authorised by Fitzpatrick Group;
- (d) to disclose any confidential information of Fitzpatrick Group or any customer, client or supplier of Fitzpatrick Group's unless expressly authorised by Fitzpatrick Group;
- (e) to install software or run unknown or unapproved programs on Fitzpatrick Group's computer network. Under no circumstances should users modify the software or hardware environments on Fitzpatrick Group's computer network;
- (f) to gain unauthorised access (hacking) into any other computer within Fitzpatrick Group or outside Fitzpatrick Group, or attempt to deprive other users of access to or use of any Fitzpatrick Group's computer network;
- (g) to send or cause to be sent chain or SPAM emails in any format;
- (h) to use Fitzpatrick Group'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 Fitzpatrick Group.

## **8. DETAILS ON BLOCKING EMAIL OR INTERNET ACCESS**

8.1 Fitzpatrick Group 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 Fitzpatrick Group. 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 Fitzpatrick Group'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 Fitzpatrick Group without the express authority of Fitzpatrick Group.



- 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 Fitzpatrick Group'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 Fitzpatrick Group is not required to give a prevented delivery notice for any email messages sent by a user if Fitzpatrick Group 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. Type of surveillance in FITZPATRICK GROUP's workplace**
- 9.1 On a continuous and ongoing basis during the period of this Policy, Fitzpatrick Group will carry out computer surveillance of any user at such times of Fitzpatrick Group's choosing and without further notice to any user.
- 9.2 Computer surveillance occurs in relation to:
- (a) storage volumes;
  - (b) internet sites — every web site visited is recorded including the time of access, volume downloaded and the duration of access;
  - (c) download volumes;
  - (d) suspected malicious code or viruses;
  - (e) emails — the content of all emails received, sent and stored on the computer network (this also includes emails deleted from the Inbox); and
  - (f) computer hard drives — Fitzpatrick Group may access any hard drive on the computer network.
- 9.3 Fitzpatrick Group retains logs, backups and archives of computing activities, which it may audit. Such records are the property of Fitzpatrick Group, are subject to State and Federal laws and may be used as evidence in legal proceedings, or in workplace investigations into suspected misconduct.
- 10. WHAT WILL THE COMPUTER SURVEILLANCE RECORDS BE USED FOR?**
- 10.1 Fitzpatrick Group may use and disclose the computer surveillance records where that use or disclosure is:
- (a) for a purpose related to the employment of any employee or related to Fitzpatrick Group's business activities; or



- (b) use or disclosure to a law enforcement agency in connection with an offence; or
- (c) use or disclosure in connection with legal proceedings; or
- (d) use or disclosure reasonably believed to be necessary to avert an imminent threat of serious violence to any person or substantial damage to property.

10.2 For example, use or disclosure of computer surveillance records can occur in circumstances of assault, suspected assault, theft or suspected theft of Fitzpatrick Group's property (or that of a related corporation of Fitzpatrick Group) or damage to Fitzpatrick Group's equipment or facilities (or that of a related corporation of Fitzpatrick Group).

## **11. STANDARDS IN RELATION TO BLOGS AND SITES NOT OPERATED BY Fitzpatrick Group**

11.1 Fitzpatrick Group acknowledges that users have the right to contribute content to public communications on websites not operated by Fitzpatrick Group, such as social networking sites like LinkedIn, Facebook or YouTube. However, inappropriate use of such communications has the potential to cause damage to Fitzpatrick Group, 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 comments about Fitzpatrick Group, users must **not** publish any material which identifies themselves as being associated with Fitzpatrick Group, except in the case of appropriate postings on LinkedIn.
- (b) Users must not publish any material that may expose Fitzpatrick Group to any possible legal liability. Examples include, but are not limited to, defamation or discrimination proceedings.
- (c) If it comes to Fitzpatrick Group's attention that a user has made inappropriate and/or unauthorised comments about Fitzpatrick Group or a Fitzpatrick Group employee, or Fitzpatrick Group contractor, Fitzpatrick Group 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 or post may have on Fitzpatrick Group, inappropriate blogs or posts 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 Fitzpatrick Group's IT systems, to the extent that such use may



damage Fitzpatrick Group's business interests and employment relationships, whether this occurs during working hours or not.

#### **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 Fitzpatrick Group's computer network whether permanently or on a temporary basis.

#### **Variations**

*Fitzpatrick Group reserves the right to vary, replace or terminate this Policy from time to time.*