

## SOCIAL MEDIA POLICY

### 1. SOCIAL MEDIA POLICY

1.1 The Social Media Policy ('Policy') relates to Clenton's Transport Pty Ltd ('Clenton's Transport') and, where relevant, operates in conjunction with the Internet, Email and Computer Use Policy and the Contract of Employment or contract for service.

### 2. COMMENCEMENT OF POLICY

2.1 This Policy will commence from 24/5/2021. It replaces all other policies, if any, relating to access to social media platforms and social networking sites (whether written or not).

### 3. SCOPE

3.1 The Policy relates to all full-time, part-time and casual employees of Clenton's Transport ('Clenton's Transport Employees'), as well as contractors, temporaries and subcontractors working for or on behalf of either a company or any associated companies in the Clenton's Transport workplace ('Clenton's Transport Contractors').

3.2 The Policy also applies to Clenton's Transport Employees and Clenton's Transport Contractors' participation in social media inside or outside of any Clenton's Transport workplace and includes use of a Contractor's or an Employee's own device.

3.3 The Policy does not form part of any contract of employment with Clenton's Transport. Nor does it form part of any contract for service with Clenton's Transport.

### 4. DEFINITIONS

4.1 In this Policy:

- (a) **'Blogging'** means the act of using web log or 'blog'. 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 Clenton's Transport; non-public information about the organisation and affairs of Clenton's Transport 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 Clenton's Transport or obtained in the course of working or providing services to Clenton's Transport that is by its nature confidential.

- (c) **'Computer'** includes all laptop computers and desk top computers.
- (d) **'Hand Held Device'** includes all such devices which are used by Clenton's Transport Employees and Clenton's Transport Contractors , inside and outside working hours, in the workplace of Clenton's Transport (or a related corporation of Clenton's Transport) or at any other place. Such devices include, but are not limited to, mobile phones, Blackberrys, Palm Pilots, PDAs, iPhones, tablets, iPads, other handheld electronic devices, smart phones and similar products, and any other device used to access social networking sites or a social media platform.
- (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.
- (g) **'Social Networking Site'** and **'Social Media Platform'** includes but is not limited to Facebook, My Space, Bebo, Friendster, Flickr, LinkedIn, XING, Blogger, WordPress, You Tube, Twitter, Yahoo Groups, Google Groups Whirlpool, Instant Messaging Services, Message Board, Podcasts, 'Wikis' (e.g. Wikipedia) and other similar sites.

## 5. REPRESENTING Clenton's Transport IN SOCIAL MEDIA

5.1 In consideration of the type of business of Clenton's Transport, any comments about or in connection with Clenton's Transport made in a social media platform must be factual and consistent information with Clenton's Transport's goals and objectives. This means protecting commercially sensitive information in accordance a Clenton's Transport Employee's contract of employment and a Clenton's Transport Contractor's contract for service.

5.2 All Clenton's Transport Employees and Clenton's Transport Contractors are restricted from making comments on behalf of Clenton's Transport or using Clenton's Transport's branding, (including the corporate logo, internal logo and registered trademarks), in any Social media platform unless otherwise authorised.

5.3 Only the following Clenton's Transport Employees are authorised to speak on behalf of Clenton's Transport on Social media platforms:

- (a) OWNER

5.4 Clenton's Transport recognises that circumstances may arise in which Clenton's Transport Employees and Clenton's Transport Contractors make mention of Clenton's Transport in social media.

5.5 Unless authorised by Clenton's Transport, any comments made by Clenton's Transport Employees and Clenton's Transport Contractors must contain a disclaimer that they are not representing Clenton's Transport and do not have authority to speak on behalf of Clenton's Transport, and the views of the Clenton's Transport Employee/Clenton's Transport Contractor do not represent the views of Clenton's Transport.

## 6. ACKNOWLEDGEMENT

6.1 All Clenton's Transport Employees and Clenton's Transport Contractors acknowledge that:

- (a) they are not to make comments which might reflect negatively on Clenton's Transport's reputation or make deliberately false or misleading claims about Clenton's Transport, or its products or services. Any recognised inaccurate comments must have all reasonable efforts made by the Clenton's Transport Employee or Clenton's Transport Contractor to correct the statement;
- (b) they must not disclose confidential or commercially sensitive information about Clenton's Transport including Clenton's Transport's Confidential Information or Intellectual Property. This obligation continues after the employment or engagement ceases;
- (c) they must not endorse or cite any client, partner or supplier of Clenton's Transport without the explicit prior permission of the Jason Clenton ;
- (d) they must observe the relevant privacy, defamation and copyright laws; and
- (e) they must comply with relevant discrimination laws and Clenton's Transport policies that relate to discrimination and harassment.

## 7. MATERIAL POSTED BY OTHERS

7.1 Inappropriate or disparaging content and information stored or posted by others (including non-employees) in the social media environment may also damage Clenton's Transport's reputation.

7.2 If you become aware of any such material which may damage Clenton's Transport or its reputation, you must immediately notify your manager and Jason Clenton on [ContactofDirectorMedia].

## 8. EXTERNAL SOCIAL MEDIA PLATFORMS

8.1 When using external Social Media Platforms, including, but not limited to, social networks and Blogging sites, Clenton's Transport Employees and Clenton's Transport Contractors should not disparage or make adverse comments about Clenton's Transport, any Clenton's Transport Employee or any Clenton's Transport Contractor. This includes where such comments are made whilst a

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Clenton's Transport Employee or Clenton's Transport Contractor is contributing to a Social Media Platform using a Clenton's Transport computer and internet resources and similarly whilst using a non-Clenton's Transport computer or hand held device.

8.2 Clenton's Transport Employees and Clenton's Transport Contractors should be aware that, in accordance with the Internet, Email and Computer Use Policy, internet usage is continuously logged and archived by Clenton's Transport for monitoring purposes on an ongoing basis.

8.3 If it comes to Clenton's Transport's attention that a Clenton's Transport Employee or Clenton's Transport Contractor has made inappropriate and/or unauthorised comments about Clenton's Transport or a Clenton's Transport Employee or Clenton's Transport Contractor, Clenton's Transport may choose to take action against such person as outlined in the Policy. Action will not be limited to contributions made on a Social Media Platform made whilst using Clenton's Transport computer and internet resources but may include action taken as a consequence of inappropriate and/or unauthorised contributions made about Clenton's Transport, a Clenton's Transport Employee or Clenton's Transport Contractor via a non-Clenton's Transport computer or Hand Held Device.

**9. Clenton's Transport EMPLOYEES' AND Clenton's Transport CONTRACTORS' RESPONSIBILITIES**

9.1 Clenton's Transport Employees and Clenton's Transport Contractors are personally responsible to report any inaccurate, misleading or deceptive information they encounter about Clenton's Transport and its products and services to the Jason Clenton .

**10. WARNING**

10.1 Apart from the potentially adverse effects a blog or social networking entry may have on Clenton's Transport, inappropriate blogs on internal or external sites can also have adverse consequences for a Clenton's Transport Employee or Clenton's Transport Contractors in terms of future career prospects, as the material remains widely and permanently accessible to other site users.

10.2 Clenton's Transport may use and disclose an Employee's or Contractor's social media posts where that use or disclosure is:

- (a) for a purpose related to the employment of any employee or related to Clenton's Transport'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.

10.3 While users are permitted to use Clenton's Transport's computer network for limited and reasonable personal use, Employees and Contractors must be mindful that any information (personal or other) they disclose while using Clenton's Transport's computer network may be used and/or disclosed as provided for in clause 10.2 above. An Employee or Contractor is taken to have consented to the use and disclosure of any information (personal or otherwise) that is disclosed during personal use of Clenton's Transport's computer network.

**11. CONSEQUENCES OF BREACHING THE SOCIAL MEDIA POLICY**

11.1 Any breach of the Policy may result in disciplinary action, including, but not limited to, issue of a warning, demotion, suspension or termination of employment (or, for Clenton's Transport Contractors, the termination or non-renewal of their contract for service).

**12. Clenton's Transport CONTACT**

12.1 Any questions about this Policy should be directed to Jason Clenton [ContactDirectorMedia].

**Variations**

*Clenton's Transport reserves the right to vary, replace or terminate this Policy from time to time.*