

## SOCIAL MEDIA POLICY

### 1. SOCIAL MEDIA POLICY

1.1 The Social Media Policy ('Policy') relates to Hope Diving Services Australia Pty Ltd ('HDSA Group') 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 08/11/2021. 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 HDSA Group ('HDSA Group Employees'), as well as contractors, temporaries and subcontractors working for or on behalf of either a company or any associated companies in the HDSA Group workplace ('HDSA Group Contractors').

3.2 The Policy also applies to HDSA Group Employees and HDSA Group Contractors' participation in social media inside or outside of any HDSA Group 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 HDSA Group. Nor does it form part of any contract for service with HDSA Group.

### 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 HDSA Group; non-public information about the organisation and affairs of HDSA 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 HDSA Group or

obtained in the course of working or providing services to HDSA Group 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 HDSA Group Employees and HDSA Group Contractors , inside and outside working hours, in the workplace of HDSA Group (or a related corporation of HDSA Group) 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 HDSA Group IN SOCIAL MEDIA

- 5.1 In consideration of the type of business of HDSA Group, any comments about or in connection with HDSA Group made in a social media platform must be factual and consistent information with HDSA Group's goals and objectives. This means protecting commercially sensitive information in accordance a HDSA Group Employee's contract of employment and a HDSA Group Contractor's contract for service.
- 5.2 All HDSA Group Employees and HDSA Group Contractors are restricted from making comments on behalf of HDSA Group or using HDSA Group's branding, (including the corporate logo, internal logo and registered trademarks), in any Social media platform unless otherwise authorised.
- 5.3 Only the following HDSA Group Employees are authorised to speak on behalf of HDSA Group on Social media platforms:
  - (a) OWNER

5.4 HDSA Group recognises that circumstances may arise in which HDSA Group Employees and HDSA Group Contractors make mention of HDSA Group in social media.

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

## 6. **ACKNOWLEDGEMENT**

6.1 All HDSA Group Employees and HDSA Group Contractors acknowledge that:

- (a) they are not to make comments which might reflect negatively on HDSA Group's reputation or make deliberately false or misleading claims about HDSA Group, or its products or services. Any recognised inaccurate comments must have all reasonable efforts made by the HDSA Group Employee or HDSA Group Contractor to correct the statement;
- (b) they must not disclose confidential or commercially sensitive information about HDSA Group including HDSA Group'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 HDSA Group without the explicit prior permission of the Karen Hopewell;
- (d) they must observe the relevant privacy, defamation and copyright laws; and
- (e) they must comply with relevant discrimination laws and HDSA Group 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 HDSA Group's reputation.

7.2 If you become aware of any such material which may damage HDSA Group or its reputation, you must immediately notify your manager and Karen Hopewell.

## 8. **EXTERNAL SOCIAL MEDIA PLATFORMS**

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

computer and internet resources and similarly whilst using a non-HDSA Group computer or hand held device.

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

8.3 If it comes to HDSA Group’s attention that a HDSA Group Employee or HDSA Group Contractor has made inappropriate and/or unauthorised comments about HDSA Group or a HDSA Group Employee or HDSA Group Contractor, HDSA Group 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 HDSA Group computer and internet resources but may include action taken as a consequence of inappropriate and/or unauthorised contributions made about HDSA Group, a HDSA Group Employee or HDSA Group Contractor via a non-HDSA Group computer or Hand Held Device.

**9. HDSA Group EMPLOYEES’ AND HDSA Group CONTRACTORS’ RESPONSIBILITIES**

9.1 HDSA Group Employees and HDSA Group Contractors are personally responsible to report any inaccurate, misleading or deceptive information they encounter about HDSA Group and its products and services to the Karen Hopewell.

**10. WARNING**

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

10.2 HDSA Group 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 HDSA 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.

10.3 While users are permitted to use HDSA Group’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 HDSA Group’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 HDSA Group'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 HDSA Group Contractors, the termination or non-renewal of their contract for service).

**12. HDSA Group CONTACT**

12.1 Any questions about this Policy should be directed to Karen Hopewell.

**Variations**

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