

SOCIAL MEDIA POLICY

1. SOCIAL MEDIA POLICY

1.1 The Social Media Policy ('Policy') relates to Cedar Creek Electrical Pty Ltd ('Cedar Creek Electrical ') 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 25/07/2022. 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 Cedar Creek Electrical ('Cedar Creek Electrical Employees'), as well as contractors, temporaries and subcontractors working for or on behalf of either a company or any associated companies in the Cedar Creek Electrical workplace ('Cedar Creek Electrical Contractors').

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

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 Cedar Creek Electrical ; non-public information about the organisation and affairs of Cedar Creek Electrical 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 Cedar Creek Electrical or obtained in the course of working or providing services to Cedar Creek Electrical 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 Cedar Creek Electrical Employees and Cedar Creek Electrical Contractors , inside and outside working hours, in the workplace of Cedar Creek Electrical (or a related corporation of Cedar Creek Electrical) 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 Cedar Creek Electrical IN SOCIAL MEDIA

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

5.4 Cedar Creek Electrical recognises that circumstances may arise in which Cedar Creek Electrical Employees and Cedar Creek Electrical Contractors make mention of Cedar Creek Electrical in social media.

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

6. ACKNOWLEDGEMENT

6.1 All Cedar Creek Electrical Employees and Cedar Creek Electrical Contractors acknowledge that:

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

7.2 If you become aware of any such material which may damage Cedar Creek Electrical or its reputation, you must immediately notify your manager and Anthony Silm 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, Cedar Creek Electrical Employees and Cedar Creek Electrical Contractors should not disparage or make adverse comments about Cedar Creek Electrical, any Cedar Creek Electrical Employee or any Cedar

Creek Electrical Contractor. This includes where such comments are made whilst a Cedar Creek Electrical Employee or Cedar Creek Electrical Contractor is contributing to a Social Media Platform using a Cedar Creek Electrical computer and internet resources and similarly whilst using a non-Cedar Creek Electrical computer or hand held device.

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

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

9. Cedar Creek Electrical EMPLOYEES' AND Cedar Creek Electrical CONTRACTORS' RESPONSIBILITIES

9.1 Cedar Creek Electrical Employees and Cedar Creek Electrical Contractors are personally responsible to report any inaccurate, misleading or deceptive information they encounter about Cedar Creek Electrical and its products and services to the Anthony Silm.

10. WARNING

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

10.2 Cedar Creek Electrical 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 Cedar Creek Electrical '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 Cedar Creek Electrical '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 Cedar Creek Electrical '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 Cedar Creek Electrical '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 Cedar Creek Electrical Contractors, the termination or non-renewal of their contract for service).

12. Cedar Creek Electrical CONTACT

12.1 Any questions about this Policy should be directed to Anthony Silm [ContactDirectorMedia].

Variations

Cedar Creek Electrical reserves the right to vary, replace or terminate this Policy from time to time.