

Use of Systems Agreement

Energy Queensland Limited and its Related Bodies Corporate (**Energy Queensland**) recognises that its employees, contractors, consultants, advisors and agents (**you or User**) rely on information and communications technologies (**ICT**). We are committed to providing the Systems and ICT to help you to perform your duties safely, effectively and efficiently.

This Agreement defines the rights and responsibilities of Energy Queensland and you when using our Systems. In particular, you must ensure that you use our Systems in accordance with the:

1. general requirements for use of all Energy Queensland Systems,
2. specific requirements for use of email,
3. specific requirements for use of social media, and
4. specific requirements for use of portable smart Devices.

Each User is required to sign a copy of this Agreement or accept this Agreement electronically, confirming that they have read and understand their responsibilities under this Agreement.

1. References

Information Privacy Act 2009 (Qld)

Right to Information Act 2009 (Qld)

2. Definitions

Throughout this Agreement:

Term	Definition
Code of Conduct	means the code of conduct that applies to you as an employee or officer of Energy Queensland. This may be the Energy Queensland Employee Code of Conduct, the Energy Queensland Director Code of Conduct, the Energex Code of Conduct, the Ergon Energy Code of Conduct or another code of conduct.
Related Body Corporate	has the same meaning as in the Corporations Act 2001 (Cth).
Systems	means all ICT systems and technologies provided by Energy Queensland including: <ul style="list-style-type: none"> • desktop, portable and laptop computers • and software provided by us, including instant messaging programs and applications, • the internet intranet and our network, • social media, • phones (landline and mobile), including voicemail, images and text/SMS, • fax, • remote access authentication devices, USB and other storage devices, and • Portable smart devices, including smartphones and tablets.

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User	means anyone who is authorised to use Energy Queensland Systems, including third parties, and whether working on Energy Queensland premises or elsewhere.
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If you require any additional information about the Code of Conduct, please contact HR Assist on 4080 4747.

For any other information about this Agreement, please contact Digital Office Service Desk.

3. General Requirements for Use of all Energy Queensland Systems

1.1 Authorised Use

Users may only use our Systems for authorised use. Authorised use is:

- business use,
- professional use, and/or
- reasonable personal use.

1.2 Business use

Examples of business use are:

- using our Systems for work-related purposes,
- using the internet to access work-related information,
- sending emails to Energy Queensland colleagues on work-related matters, and
- sending emails outside of the work environment on work-related matters.

1.3 Professional use

Professional use may occur during work hours or in your own time, provided such use does not interfere with the activities of your team or affect the productivity of others. Professional use must comply at all times with relevant policies and laws.

Examples of professional use are:

- using the internet (including social media) for professional development or approved study, research or professional forums,
- using computers, email and other Systems to:
 - support your approved studies,
 - engage with professional associations or discuss professional issues via forums, and
 - network with colleagues and peers, such as maintaining an up-to-date profile on LinkedIn, provided that this does not breach the Code of Conduct, confidentiality or privacy obligations.

1.4 Reasonable personal use

Reasonable personal use of our Systems is acceptable, while excessive personal use during your work hours may result in management or disciplinary action being taken.

Personal use of our Systems during your work hours should:

- be infrequent and brief and not delay Energy Queensland business,
- not interfere with our business operations,

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- be consistent with the Code of Conduct and not bring yourself or Energy Queensland into disrepute.

We accept no liability for any loss or damage suffered by you as a result of any personal use of our Systems.

Users are not permitted to use Energy Queensland personal identifiers (such as email addresses) when:

- subscribing to online services, or
- registering your details on a website,

which you use for any personal or non-work-related purposes.

1.5 Prohibited Use

Users of Energy Queensland Systems must not:

- breach any laws (including but not limited to State, Federal or International laws, regulations and codes of practice),
- breach Energy Queensland codes, policies, guidelines, standards or procedures (including the Code of Conduct) including:
 - using information to improperly gain any kind of advantage for themselves, or for another person or organisation,
 - attempting to impersonate another person,
 - acting in breach of financial and audit controls,
 - dealing inappropriately with trade secrets or other confidential information,
 - infringing another person's rights (including intellectual property rights),
 - causing Energy Queensland to breach a licence agreement or other contract,
 - accessing or attempting to access or disclose information relating to another person or organisation unless the access or disclosure is for legitimate and lawful official purposes,
 - dealing with or view, or cause any other person to deal with or view, material which is generally considered obscene, offensive, humiliating, illegal, sexually explicit, discriminatory, intimidating, bullying, fraudulent or may be otherwise objectionable,
 - making defamatory remarks,
 - engaging in bullying or harassment behaviour towards another person,
 - behaving in a manner that does not respect the rights of others,
 - knowingly causing interference with or disruption to any network, information service, System, equipment or User,
 - improperly accessing, copying, deleting or changing business information and records,
 - conducting outside business or employment activities that have not been approved,
 - doing anything to prevent Ergon Energy and Energex's compliance with the AER's Electricity Distribution Ring-fencing Guidelines, or
 - using electricity information, as defined in the AER's Distribution Ring-fencing Guidelines, to discriminate in favour of a related electricity service provider of Ergon Energy and Energex over a competitor or not keeping this information confidential.

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1.6 Users' Accounts and Passwords

As far as possible, you will be provided with individual password-protected accounts (and an authentication token where external access is required) for accessing our Systems. You must:

- keep passwords confidential,
- not use passwords that could be easily guessed,
- change passwords whenever there is any indication of possible System or password compromise,
- not allow another person to use your account,
- not attempt to access another person's account,
- not attempt to access information to which access has not been specifically granted, and
- take all reasonable steps to secure authentication devices, where provided, against loss or theft.

1.7 Legal Status

Our Systems are provided primarily for official and professional use, and information in these Systems may be accessed under the *Right to Information Act 2009 (Qld)* and *Information Privacy Act 2009 (Qld)* or may be discoverable through other relevant legal requirements.

1.8 Access to Systems

We may at any time change access rights and usage requirements at our discretion. For example, we may restrict access to certain telephony and data services, block email to/from certain addresses, or block access to specific web sites. If this impacts on your ability to perform your duties, you should notify your supervisor.

1.9 Backup of Data

Our corporate data stored on file servers is securely backed up. You must not store corporate data on the local hard drives of desktop computers or laptops. It is your responsibility to back up any personal data that you store on hard drives, portable computers or portable smart Devices and tablets.

1.10 Connection of Devices to Network

We depend on the integrity and availability of our network and Systems.

We prohibit the connection of any personal computer, server, printer, firewall, network router, network switch, network hub, or other electronic device to our network, whether wired or wireless without approval.

1.11 Configuration of Systems

You must not, without authorisation from a Digital Office General Manager, reconfigure any of our Systems to knowingly or inadvertently circumvent existing security and/or access controls.

1.12 Connection of Devices to our Systems

We recognise that it may become necessary for you to connect Devices to our Systems.

In these instances, you must obtain approval from the Digital Office. You are responsible for the proper operation of the device being connected. The Digital Office is responsible for any configuration to existing security and/or access controls or the introduction of any new security controls that may be required. We may invoke read-only policy on USB storage devices, in particular when they are attached to computers.

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1.13 Additional System Privileges

From time to time, you may require additional System privileges to undertake specific tasks in performing your duties. This may include the installation of non-standard software.

You must ensure that you maintain compliance with all licence agreements associated with any software that you install.

If you require this level of additional System privileges, you must complete the Use of Systems Agreement Variation form.

1.14 Care of Systems

As with all tools and equipment we supply, you should take due care when using our Systems. This includes respecting the security and integrity of our Systems with regard to potentially malicious files and applications.

Particular care should be taken with portable computers, remote access authentication devices, USB storage devices and portable smart Devices to ensure they are not damaged or misplaced. These items should not be left in view in public places or unoccupied cars and should be carried as hand luggage on aircraft.

Any physical damage to items must be reported immediately to the Digital Office Service Desk.

If any items are stolen or lost, you must report it to the police and to the Digital Office Service Desk as soon as reasonably possible and within 24 hours and obtain appropriate police documentation and a report detailing the loss.

1.15 Usage Monitoring

We reserve the right to log and monitor System usage and to access and disclose all content within these Systems including any usage logs with or without notice to you. This may include personal content stored on or generated by use of our Systems.

4. Specific requirements for use of email

Email is an important means of communication for Energy Queensland, streamlining the movement of information and data within Energy Queensland and to external organisations. The purpose of this section is to ensure that you understand your responsibilities when using email.

1.16 Email while on Leave

Consider whether to forward your email to another User or provide “delegate access” to another User when you are on leave, as this will assist in required actions not being delayed due to non-delivery of the message. Emails should not be set up to be automatically forwarded to a private email address or to any person outside of Energy Queensland. If email is forwarded include an Out of Office similar to the following "I will be absent from [date] to [date]. During my absence you may contact [name and contact number]. Note this email is/is not being forwarded automatically to [name]".

1.17 Broadcast Messages

Broadcast email messages to multiple email Users are only to be used for business purposes or in special circumstances.

Approval is required prior to the release of broadcast email messages. Where approval has been given to send email messages to large groups of Users, consideration is to be given to the size of the message (particularly any attachments) and the number of addressees. Broadcasting messages in this way can have an adverse impact on network performance and storage capacity. If you are unsure of the potential impact of any message, contact the Digital Office Service Desk before sending the message.

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1.18 Suspicious Emails

To reduce the risk of receiving unwanted email messages, avoid using your work email address on the Internet, particularly in chat rooms or public forums or social media, and check the email address before you open the message.

Examples of suspicious emails can include:

- messages with unknown attachments,
- messages that request you to confirm access details such as User ID, password and bank account details, however authentic they appear. If in doubt, contact the organisation by phone to confirm the authenticity or otherwise of the message,
- messages offering cheap medications or cheap merchandise,
- messages claiming to be from a business or company, but which contain non-business-like content and/or poor spelling, punctuation or grammar,
- unsolicited messages offering you employment opportunities, prize winnings, lost items, etc, and
- any messages where the email address and the name are different, or where you do not recognise the email address.

1.19 Junk Email and Email Filtering

We aim to limit the impact of junk and unsolicited email on our Users by using a series of filters. From time to time this may mean that you do not receive a legitimate work-related email message that was sent to you, or that you are unable to send an email message to another person. If you experience any problems sending or receiving email messages (for example, you do not receive an email that you are expecting, or you are notified by an intended recipient that they did not receive an email you sent) you should contact the Digital Office Service Desk.

5. Specific Requirements for use of Social Media

There are different social media channels that can be used on the internet or mobile phone networks.

We recognise the importance of using social media to communicate with customers and external organisations and as a source of information. However, inappropriate use of social media may expose us to security risks and have legal and commercial and reputational implications.

The purpose of this section is to ensure that you understand your responsibilities when using social media.

2.1 Personal Use

We recognise and understand that Users engage in the use of social media in their personal lives. Nothing in this Agreement is intended to discourage or limit your personal use of social media tools.

When you use social media, remember that you are acting in a personal capacity and not on behalf of Energy Queensland. The following actions are specifically prohibited:

- do not mention or discuss any confidential information,
- do not identify yourself as being associated with or representing Energy Queensland, and
- do not use your work email address (e.g., in chat rooms or public forums or any other forms of social media),

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Personal social media interactions outside the workplace may impact on your employment where there is a connection to work. You should ensure that you do not interact with colleagues and customers in a way that would breach the Code of Conduct whether at work or otherwise.

Similarly, use of social media from an Energy Queensland System in an inappropriate manner may be a breach of this Agreement and/or the Code of Conduct even if it is a personal use.

2.2 Authorised Spokesperson

Before engaging in social media as a representative of Energy Queensland, you must be an authorised spokesperson. You must not comment as a representative of Energy Queensland unless you are authorised to do so.

To become an authorised spokesperson, you are required to undertake the relevant training and be approved as an authorised spokesperson by Energy Queensland. You will be provided with guidelines on how to represent Energy Queensland in social media channels.

Specific Requirements for use of Portable Smart Devices

3.1 Acceptable Use

You should use our portable smart Devices for business use when performing your role for Energy Queensland. Reasonable personal use of our portable smart Devices is acceptable maintaining an acceptable balance between business, professional and personal use.

Your Responsibilities

When using our portable smart Devices such as mobile phones, your responsibilities include:

- adhering to health, safety and environment procedures, including fatigue and other work safety concerns at all times while using your portable smart Device,
- monitoring your data usage to ensure you do not exceed your data plan,
- while you will be able to access and send or respond to work related emails, text/SMS and calls outside of normal ordinary hours, the requirement to do so and any associated payment for after-hours work must still be pre-approved by your manager,
- providing your own Application Store account (such as iTunes) to install any personal applications. If you do not currently have an account, you will be required to activate a non-corporate new account,
- backing up your personal data (photos, files and downloaded applications) to prevent loss. As such it is your responsibility to obtain appropriate software on a personal computer owned by you if you wish to keep personal content on your portable smart Device. All corporate information on an Energy Queensland portable smart Mobile Device remains the property of Energy Queensland and can be erased by us remotely if required (such as if the device is lost or stolen),
- acknowledging that all professional business and personal data will be erased from the portable smart Device if you enter the device password incorrectly on eight consecutive attempts. It is therefore important that you back-up your personal data.

We accept no liability for any loss or damage suffered by you as a result of you operating a Mobile Device in a motor vehicle in an unlawful manner.

Calls made and data volume usage is logged by Energy Queensland. Reports are made available to your manager on a monthly basis.

Where Wi-Fi is available, consider using Wi-Fi rather than the data provided by the telecommunications provider provided it is from a reputable and identifiable provider.

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6. Compliance and Consequences of Breach of Conditions

Breach of this Agreement may result in disciplinary or other action including potentially termination of employment or engagement. Please note that this Agreement does not limit your obligations in complying with Energy Queensland policies, codes, guidelines or other Energy Queensland requirements.

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7. Acknowledgement - Use of Systems Agreement

To: Digital Office Service Desk
 Email: servicedesk@energyq.com.au

I acknowledge that I have read the Use of Systems Agreement and clearly understand my responsibilities in relation to the use of Energy Queensland's Systems and agree to comply with them.

(Please Print)

Full Name (User)	Phone No
Location	Business Unit
Position	
Signature (User)	Date
Supervisor Name	
Signature (Supervisor)	Date