COONAMBLE ABORIGINAL HEALTH SERVICES LTD
Corporate Services:
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Social Media Terms of Use

1. Terms of Use

The *Social Media Terms of Use* set out the rights of the Coonamble Aboriginal Health Service (CAHS) when engaging with the public through social media, enabling consistent application across CAHS's social media accounts, and establishing expectations and rules of engagement between CAHS and the public.

Contributors should familiarise themselves with, and must agree to, the *Terms of Use* before participating. If you do not accept these *Terms of Use*, you must refrain from using, or engaging with CAHS's social media accounts.

These *Terms of Use* may be modified at any time. It is your responsibility to keep up to date with modifications to the *Terms of Use*. If you continue to participate in CAHS's social media following any modification, you will be considered to have accepted the modified *Terms of Use*.

Any individual CAHS social media account may have further specific terms of use relevant to that account. Please refer to individual accounts for more details. Contributors should also be aware of the host platform's terms and conditions, and comply with them to the extent that they are consistent with these *Terms of Use* and Australian law.

2. Responding to your enquiries

CAHS's social media accounts are monitored during business hours (**Monday-Friday 9am-5pm AEST**). Accounts may also be intermittently monitored outside of business hours subject to staff availability.

Where possible, CAHS will respond to enquiries and direct messages sent via our social media accounts in the same manner as CAHS responds to email, post and phone channels. Social Media responses may be relatively informal. If you seek a formal response, please address your request to the relevant area by referring to the Coonamble Aboriginal Health Service website.

3. CAHS reserves the right to:

- restrict, suspend or terminate your access to all or any part of CAHS's social media accounts if you are found to be in breach of the *Terms of Use*
- refuse, moderate, move or remove (including delete, hide or edit), any material that you post in breach of these *Terms of Use*, the ascertainment of which is to fall under CAHS's moderator's or account administrator's discretion, exercised in accordance with these *Terms of Use* and Australian law.

4. The moderation process

- The Australian Government has strict anti-discrimination laws. CAHS takes a strong stance on deleting content which is discriminatory, hateful or threatening and actions which may offend, insult, humiliate or intimidate. CAHS will delete content that is not in accordance with these *Terms of Use*.

- When you submit a contribution it will be checked to ensure it conforms with the *Terms of Use.* If approved, it will then be posted to the site. Your contribution may be removed after it is published if information comes to hand which raises doubts about whether you have complied with the *Terms of Use*. Other users of the site may report your contribution to the moderator for checking.

Rules for all contributors

In making your contribution, you agree that you **will not** use CAHS's social media accounts to:

- post personal website addresses, email addresses, telephone numbers or any other personally identifiable information of yourself or others
- collect or store personal information of any other person or group
- abuse, harass, stalk, threaten or otherwise violate the legal rights of others
- impersonate any person or entity, or falsely state or misrepresent your affiliation with a person or entity. Making false representations may amount to a criminal offence
- post any misleading, deceptive, false, defamatory or libellous content
- post content that is insulting, threatening or hateful towards a certain group of people
- post content to incite hatred on the basis of race, religion, gender, nationality, sexuality or any other personal characteristics
- post inappropriate, profane, defamatory, obscene or indecent content
- post or upload content of a partisan political nature
- conduct any illegal activity or solicit the performance of any illegal activity
- contribute any text or other material that infringes the intellectual property rights of others
- spam your contribution to the site by sending multiple copies or versions of it
- post off-topic or irrelevant contributions not in keeping with prescribed topics or themes
- advertise or offer to sell any goods or services for any commercial purpose unless you have our written consent to do so.

5. What happens to my contribution?

Contributions submitted to an online forum managed by CAHS may be analysed and used to inform policy advice. The content of your contributions are, and will be treated by CAHS as non-confidential, public information.

CAHS makes no representation or warranty that it will respond to questions or comments contained in your social media contributions. If you seek a formal response from us on a particular matter, please address your request to the relevant area by referring to the Coonamble Aboriginal Health Service website.

Generally, the moderator will inform help-seeking users about available services and information. Posts which contain a threat or disclosure about the safety and wellbeing of a person will be escalated as soon as practicable and/or the situation may be reported to emergency services on 000.

6. Use of social media by CAHS staff

Use of social media by CAHS staff is governed by CAHS's Acceptable Use of Social Media Policy. CAHS staff may use social media on a personal or professional basis, however when using social media in a personal capacity they do not represent CAHS, and must act in accordance the Code of Conduct.

7. Following and sharing

From time to time, CAHS may choose to republish (e.g. 'retweet', 'share' or reference) social media content (e.g. tweets, events, posts) that contain information or otherwise link to material related to CAHS's portfolio. A 'retweet' or 'share' by CAHS does not constitute endorsement.

CAHS may choose to 'follow' (or 'like') organisations or individuals involved with, or actively discussing, relevant issues. Individuals and organisations choosing to follow CAHS may be followed in return. You may request that CAHS stop following you by emailing healthpromotions@ctgservices.com.au You are reminded that social media platforms are public spaces on the Internet where many interactions are publicly viewable and searchable over time.

8. Third-party information

Third-party sites or profiles linked from CAHS's social media accounts are not controlled, maintained or endorsed by CAHS. To the extent permitted by law, CAHS is not responsible or liable for any content posted on or uploaded to CAHS's social media sites by a user, or any content on third-party sites linked to CAHS's sites.

9. Intellectual property

By submitting a contribution, you accept full responsibility for ensuring that in making your contribution your intellectual property rights are not lost or diminished. This is for your own protection.

CAHS does not warrant that any material or information you contribute will be protected against loss, misuse or alteration by third-parties. In particular, CAHS does not warrant that you will not suffer loss or diminution of any intellectual property rights you currently own or may be able to obtain in relation to any material or information that you contribute.

If your contribution includes material in which the copyright is owned by another person or entity, you warrant that you have obtained all necessary permissions, authorisations, licences and consents required for the use of such materials and have made arrangements for the payment of any royalties or other fees payable in respect of the use of such material.

You agree to indemnify CAHS against any loss, liability, claim, demand, damage or expense (including legal fees) asserted by any third-party (including yourself) arising out of a breach of the warranty referred to above or of these *Terms of Use*.

You grant CAHS a royalty-free and irrevocable licence to do any act comprised in the copyright (including reproducing, publishing, performing or communicating to the public) in relation to the stories, material or information you contribute.

10. Disclaimer

The information provided through our social media accounts is presented by CAHS for the purpose of disseminating information for the benefit of the public. However, CAHS does not make any representation or warranty about the accuracy, reliability, currency or completeness of any material provided via these accounts.

11. Privacy

CAHS is subject to the obligations imposed by the Australian Privacy Principles in the *Privacy Act 1988* and will collect, hold, use or disclose your personal information in accordance with those Principles.

CAHS will not disclose your personal information to any third-party, except to the extent that you choose to allow your information to be publically displayed on CAHS's social media accounts. CAHS is not responsible for the privacy practices of third-parties who may access information you choose to allow to be displayed.

12. Contact

For enquiries about CAHS's social media, please contact healthpromotions@ctgservices.com.au