

**RSL**NSW

Respecting, supporting and remembering our veterans and their families

# SUB-BRANCH EMAIL TERMS OF USE

VERSION	FINAL
DOCUMENT STATUS	APPROVED
APPROVED BY	RSL NSW BOARD
EFFECTIVE DATE	20 FEBRUARY 2019

# **Table of Contents**

1.0	Introduction	3
2.0	Scope	3
3.0	RSL NSW Email Account	3
4.0	Conditions of Use	3
5.0	Monitoring and Access	4
6.0	Termination of RSL NSW Email Account	4

#### **1.0 Introduction**

RSL NSW currently provides sub-Branches with access to email account/s administered by RSL NSW and styled [sub-Branch nameSB]@rsInsw.org.au (**RSL NSW Email Accounts**). Provision of RSL NSW Email Accounts is intended as a communication tool to facilitate and promote effective communication between RSL NSW and RSL NSW sub-Branches. This document sets out the terms which apply to the use of an RSL NSW Email Account (**Terms of Use**).

Provision of RSL NSW Email Accounts to sub-Branches is entirely at the discretion of RSL NSW and RSL NSW may decide to cease providing RSL NSW Email Accounts and/or to vary the terms of use without notice.

# 2.0 Scope

These Terms of Use apply to all sub-Branch executives, committee members, trustees and RSL NSW members (**RSL NSW Users**) having access to and using RSL NSW Email Accounts. All RSL NSW Users who access and use an RSL NSW Email Account acknowledge the Terms of Use and agree to be bound by them.

RSL NSW may cease to supply RSL NSW Email Accounts or vary or update the Terms of Use from time to time without notice to RSL NSW Users and will publish the most current version on the RSL NSW website.

#### **3.0 RSL NSW Email Account**

RSL NSW will provide RSL NSW sub-Branches with an RSL NSW Email Account, which will be administered by RSL NSW and which will enable RSL NSW Users to send electronic communications to RSL NSW, other RSL NSW sub-Branch email accounts and external third parties over the RSL NSW network.

RSL NSW sub-Branch executives will be given access to an email account address for each sub-Branch and a password attaching to the RSL NSW Email Account.

#### 4.0 Conditions of Use

RSL NSW expects the use of all RSL NSW Email Accounts including connections to resources external to RSL NSW to be used responsibly, ethically, and in compliance with these terms, relevant laws, and all contractual obligations to third parties. An RSL NSW Email account must be used predominantly for transactions and communications relating to the conduct, management and promotion of RSL NSW and RSL NSW sub-Branch activities.

RSL NSW Users are responsible for all information, communications and material sent from an RSL NSW Email Account.

When using an RSL NSW Email Account, RSL NSW Users must not do any of the following:

- Send communications containing content which is unlawful, threatening, abusive, harassing, tortious, defamatory, inflammatory, offensive, obscene, abusive, bullying, menacing, invasive of another's privacy, or is racially, ethnically, or otherwise objectionable;
- Send communications which may compromise the reputation or public image of RSL NSW;
- forward or send spam;
- create, send or access information that is misleading or deceptive;
- use group email systems, content or mailing lists for personal gain;
- knowingly email any material that contains software viruses;
- "stalk" or otherwise harass another;

- Send emails which promote or maintain a personal or private business, or use organisational information resources for personal gain, profit generating activities or commercial activities (except in connection with official RSL NSW duties);
- use someone else's logon ID and password except as permitted by RSL NSW;
- conduct fraudulent or illegal activities;
- compromise any of the confidentiality requirements of RSL NSW; or
- send communications to any RSL NSW User or RSL NSW sub-Branch which has notified an RSL NSW User pursuant to Section 5.0 of this policy that it does not wish to receive communications from the RSL NSW User.

Whether or not use of the RSL NSW Email Account constitutes a breach of these terms will be a matter to be determined by the Chief Executive Officer.

# 5.0 Opt out

An RSL NSW User which does not wish to receive communications from the RSL NSW Email Account of any other RSL NSW User or RSL NSW Users should send a notice to the individual RSL NSW User/s to the following effect –

Please note that [insert sub-Branch name] does not wish to receive communications from [insert sub-Branch nameSB]@rsInsw.org.au. Please refrain from sending or forwarding any communications generated from this email account.

If an RSL NSW User receives a communication which is sent in apparent disregard of such a request, the recipient should notify the RSL NSW State Secretary accordingly.

#### 6.0 Monitoring and Access

RSL NSW Users acknowledge that RSL NSW is able to access and monitor communications from and to RSL NSW Email Accounts and may do so to without permission from an RSL NSW User:

- to monitor compliance with this policy;
- if required by law to produce information or documents to a Court, tribunal, law enforcement authority or regulator;
- for the purpose of determining whether there has been unacceptable use of the RSL NSW Email Account to abuse or harass other persons;
- for the purpose of determining whether there has been a breach of any law, RSL NSW Constitution or RSL NSW policies;
- for the purpose of investigating allegations of Misconduct under the RSL NSW Constitution;
- to provide materials to assist external law enforcement authorities lawfully investigating possible criminal conduct.

RSL NSW may need to access an RSL NSW Email Account and may, in its sole discretion, authorise its employees to inspect any files or messages transmitted through an RSL NSW Email Account and by using an RSL NSW Email Account, an RSL NSW User consents to RSL NSW monitoring and accessing an RSL NSW Email Account.

# 7.0 Termination of RSL NSW Email Account

RSL NSW may without prior notice to an RSL NSW sub-Branch or RSL NSW User immediately terminate, limit access to or suspend an RSL NSW Email Account which will include the termination, restriction or suspension

of all access and use rights, and the ability to access and transmit communications to other RSL NSW Email Accounts in the following circumstances:

- If an RSL NSW User breaches or fails to comply with any of the terms contained in this policy;
- If there are technical issues in relation to the RSL NSW network;
- An RSL NSW User ceases to be an RSL NSW sub-Branch executive and/or RSL NSW member.

Termination, restriction or suspension of an RSL NSW Email Account will result in immediate removal of access to all RSL NSW group emails, deletion of any password issued and all related information, files and content within an RSL NSW Account and the cessation of the ability to use the RSL NSW Email Account.