

# EMPLOYEE INTERNET USAGE POLICY/ COMPUTER USAGE POLICY AGREEMENT TEMPLATE

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This Employee Internet Usage Policy Agreement (the "Agreement") is made and effective [DATE],

**BETWEEN:** [YOUR COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND:** [EMPLOYEE or PERSON YOU HIRED] (the "Employee", "contractor", "intern" or "person completing work in your company"), a corporation or entity organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties intending to be legally bound hereby, do promise and agree as follows:

## 1. POLICY BRIEF & PURPOSE

The employee internet usage policy outlines our guidelines for using our company's internet connection, network and equipment. We want to avoid inappropriate or illegal internet use that creates risks for our company's legality and reputation.

## 2. SCOPE

This employee internet usage policy applies to all our employees, contractors, volunteers and partners who access our network and computers.

## 3. EMPLOYEE INTERNET USAGE POLICY ELEMENTS: GENERAL

Any use of our network and connection must follow our confidentiality and data protection policy.

Employees should:

- Keep their passwords secret at all times.
- Log into their corporate accounts only from safe devices.
- Use strong passwords to log into work-related websites and services.

### What is inappropriate employee internet usage?

Our employees must not use our network to:

- Download or upload obscene, offensive or illegal material.
- Send confidential information to unauthorized recipients.
- Invade another person's privacy and sensitive information.
- Download or upload movies, music and other copyrighted material and software.
- Visit potentially dangerous websites that can compromise the safety of our network and computers.
- Perform unauthorized or illegal actions, like hacking, fraud, buying/selling illegal goods and more.

We also advise our employees to be careful when downloading and opening/executing files and software. If they're unsure if a file is safe, they should ask [*their supervisor/ IT manager/ etc.*]

Our company may install anti-virus and disk encryption software on our company computers. Employees may not deactivate or configure settings and firewalls without managerial approval.

We won't assume any responsibility if employee devices are infected by malicious software, or if their personal data are compromised as a result of inappropriate employee use.

### **Company-issued equipment**

We expect our employees to respect and protect our company's equipment. "Company equipment" in this computer usage policy for employees includes company-issued phones, laptops, tablets and any other electronic equipment, and belongs to our company.

We advise our employees to lock their devices in their desks when they're not using them. Our employees are responsible for their equipment whenever they take it out of their offices.

## **4. EMPLOYEE INTERNET USAGE POLICY ELEMENTS: SOCIAL MEDIA**

### **What is appropriate employee internet usage?**

Our employees are advised to use our company's internet connection for the following reasons:

- To complete their job duties.
- To seek out information that they can use to improve their work.
- To access their social media accounts, while conforming to our social media policy

#### **a. SOCIAL MEDIA POLICY:**

We don't want to restrict our employees' access to websites of their choice, but we expect our employees to exercise good judgement and remain productive at work while using the internet.

### **Social Media Policy brief & purpose**

Our **social media company policy** provides a framework for using social media. Social media is a place where people exchange information, opinions and experiences to learn, develop and have fun. Whether employees are handling a corporate account or use one of their own, they should remain productive. This policy provides practical advice to avoid issues that might arise by careless use of social media in the workplace.

### **Social Media Scope**

We expect all our employees to follow this policy.

### **Social Media Policy elements**

"Social media" refers to a variety of online communities like blogs, social networks, chat rooms and forums. This policy covers all of them.

We consider two different elements: using personal social media at work and representing our company through social media.

#### ✓ **Using personal social media**

We allow employees to access their personal accounts at work. But, we expect them to act responsibly and ensure their productivity isn't affected. Using social media excessively while at work can reduce efficiency and concentration. Whether employees are using their accounts for business or personal purposes, they may easily get sidetracked by the vast amount of available content.

### **We advise our employees to:**

- ✓ **Use their common sense.** If employees neglect their job duties to spend time on social media, their decline in productivity will show on their performance reviews.
- ✓ **Ensure others know that personal account or statements don't represent our company.** Employees shouldn't state or imply that their personal opinions and content are authorized or endorsed by our company. We advise using a disclaimer such as "opinions are my own" to avoid misunderstandings.
- ✓ **Avoid sharing intellectual property** like trademarks on a personal account without approval. Confidentiality policies and laws always apply.
- ✓ **Avoid any defamatory, offensive or derogatory content.** It may be considered as a violation of our company's anti-harassment policy, if directed towards colleagues, clients or partners.

### **Representing our company through social media:**

Some employees represent our company by handling corporate social media accounts or speak on our company's behalf. We expect them to act carefully and responsibly to protect our company's image and reputation. Employees should:

- ✓ **Be respectful, polite and patient,** when engaging in conversations on our company's behalf. They should be extra careful when making declarations or promises towards customers and stakeholders
- ✓ **Avoid speaking on matters outside their field of expertise** when possible. Everyone should be careful not to answer questions or make statements that fall under somebody else's responsibility
- ✓ **Follow our confidentiality policy and data protection policy** and observe laws on copyright, trademarks, plagiarism and fair use
- ✓ **Inform our [PR/Marketing department]** when they're about to share any major-impact Content
- ✓ **Avoid deleting or ignoring comments** for no reason. They should listen and reply to criticism.
- ✓ **Never post discriminatory, offensive or libelous** content and commentary

- ✓ **Correct or remove** any misleading or false content as quickly as possible

#### **Disciplinary Consequences of Social Media Abuse:**

We'll monitor all social media postings on our corporate account.

We may have to take disciplinary action leading up to and including termination if employees do not follow this policy's guidelines. Examples of non-conformity with the employee social media policy include but are not limited to:

- ✓ Disregarding job responsibilities and deadlines to use social media
- ✓ Disclosing confidential information through personal or corporate accounts
- ✓ Directing offensive comments towards other members of the online community

### **5. EMAIL USAGE POLICY**

Our employees can use their corporate email accounts for both work-related and personal purposes as long as they don't violate this policy's rules. Employees shouldn't use their corporate email to:

- Register to illegal, unsafe, disreputable or suspect websites and services.
- Send obscene, offensive or discriminatory messages and content.
- Send unauthorized advertisements or solicitation emails.
- Sign up for a competitor's services unless authorized.

Our company has the right to monitor corporate emails. We also have the right to monitor websites employees visit on our computers.

#### **Disciplinary Action**

Employees who don't conform to this employee internet usage policy will face disciplinary action. Serious violations will be cause for termination of employment, or legal action when appropriate. Examples of serious violations are:

- Using our internet connection to steal or engage in other illegal activities.
- Causing our computers to be infected by viruses, worms or other malicious software.
- Sending offensive or inappropriate emails to our customers, colleagues or partners.

### **6. NOTICE**

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed to the above-mentioned addresses or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice which has been received by the party to whom it is sent as evidenced by confirmation slip.

### **7. MODIFICATION OF AGREEMENT**

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

## **8. ENTIRE AGREEMENT**

This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

## **9. SEVERABILITY OF AGREEMENT**

If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

## **10. ATTORNEY FEES PROVISION**

In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

## **11. GOVERNING LAW**

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the [State/Province] of [STATE/PROVINCE].

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

COMPANY

EMPLOYEE/INTERNET USER

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title