



Social media terms of use

August 2022

Purpose

The Department of Infrastructure, Transport, Regional Development, Communications and the Arts ('us/we') uses social media to communicate and engage with the public and stakeholders about our policies and programs and any news and activities related to us and other government agencies.

These terms of use explain how we do this, how we moderate our channels, our rights and your obligations when you use any of our social media channels ('Terms of Use').

Any person or organisation ('you') that uses any of our social media channels, accepts and enters into a binding legal agreement with us on these Terms of Use and must comply with them. These Terms of Use may be modified at any time without notice. You should review the Terms of Use each time you seek to use our social media channels.

Use of our social media channels

In using our social media channels (which includes posting, commenting or transmitting material on our social media channels), you:

- must comply with the terms of each social media platform that hosts our social media channels
- must not engage in any conduct which is unlawful or which would infringe on the rights of, or restrict the use and enjoyment of our social media channels by any other person
- consent to us reproducing and publishing your posts, comments or materials (either in whole or an edited version) on our website and in any associated Commonwealth publications
- warrant that you have obtained all necessary rights (including copyright and other intellectual property rights) from any owners of material which you include in any post, comment or otherwise transmit using our social media channels and you agree to grant the public a licence to use or share that material under a [Creative Commons Attribution 3.0 Australia licence](#), and
- must not introduce any virus or other form of malicious code into our social media channels.

In addition, if you post, comment or transmit material on our social media channels, you:

- must only post, comment or transmit material that is relevant to topics and issues being discussed
- must treat others with respect and courtesy and not engage in any conduct which may defame, libel, insult, abuse, humiliate, harass, stalk, threaten, intimidate, attack or cause distress or inconvenience to any person, and
- must not post, comment or transmit any material that:
 - is offensive, obscene, vulgar or violent
 - vilifies or discriminates against any particular gender, religion, sexual preference, age, disability, marital or domestic status, race/ethnicity, criminal record or political opinion
 - is fraudulent, deceptive or misleading, including to not impersonate or falsely represent any other person or organisation

- you do not have a legal right to post (for example, material that infringes the copyright or other intellectual property rights of another person or material which is confidential)
- advertises, offers or promotes anything of a commercial nature
- would constitute, or otherwise encourage any conduct that would constitute, a criminal offence or give rise to civil liability or is otherwise illegal or unlawful
- contains overtly party political comments, or
- discloses personal information relating to yourself or others (e.g. names, email addresses, phone numbers or photographs).

We reserve the right to enforce these Terms of Use. If you breach these Terms of Use, we may, at our sole discretion:

- moderate, hide or remove any material or comments you have posted
- mute, suspend or permanently block your access to or use of our social media channels
- report your conduct to the owner of the relevant social media platform and/or to any appropriate law enforcement authorities, or
- take any other action, including legal action, against you.

How we engage

We moderate and monitor our social media accounts and channels during standard business hours only (Monday to Friday 9am to 5pm AEST excluding public holidays). We will aim to respond to your messages or questions (received by a public post, direct message or online form) within 48 hours. If you have a formal request, comment or enquiry, please contact us via [our website](#). Any feedback in relation to other government agencies, including those who we tweet about or retweet, should be sent or communicated to the relevant agency directly.

Moderation policy

We are not obligated to moderate or remove any post, comment or other material from our social media channels. However, we will make reasonable efforts to ensure that we identify, moderate and remove any inappropriate materials. For the purposes of moderating our social media channels, we use a post-moderation process, which means most comments are published immediately and then reviewed after publication to ensure compliance with these Terms of Use. Spam and comments that breach these Terms of Use will be removed. We also use, where available, in-built platform filters to automatically block posts containing offensive or obscene keywords from publication.

There may be times when posts or comments that breach these Terms of Use appear on our social media channels before we can remove them. Please contact our [Media Team](#) if you are aware of a post or comment that is in breach of these Terms of Use, and we will address the issue appropriately.

Indemnity

In using our social media channels, you agree to indemnify the Commonwealth and its employees and agents against any and all claims, costs, losses or damage for which the Commonwealth (or its employees and agents) becomes liable to a third party arising out of or in connection with your use or misuse of our social media channels or any breach of these Terms of Use by you.

Disclaimer

Your use of our social media channels and any linked sites or facilities is at your own risk. We accept no responsibility or liability for any loss, damage, cost or expense whatsoever (including through negligence), which you or another party directly or indirectly suffer arising out of, or in connection with, your use of, or reliance on, any posts, comments or any other information made available or accessible through our social media channels or any linked site or facility.

To the maximum extent permitted by law, we accept no responsibility or liability arising from our moderation or removal of, or our failure to moderate or remove, any post, comment or other material (including inappropriate content) from our social media channels.

We do not guarantee, and accept no responsibility or liability (whether expressed or implied) for, the accuracy, currency and completeness of any information posted on our social media channels or its relevance and suitability for any purpose. We do not endorse or otherwise support:

- any views, opinions or comments posted on our social media channels, or
- any content, sources or account that it acknowledges, follows, links, retweets or shares on our social media channels.

You should exercise your own knowledge, judgement and care when evaluating the accuracy, currency, completeness and relevance of any posts, comments or other information made available or accessible on our social media channels.

Privacy statement

We may record any information or content posted on our websites and social media channels and use that information or content for operational and administration purposes (such as considering and/or addressing any comments made). We will not identify individuals who have posted on our website or social media channels except where authorised or required by law.

For more information on how we collect and handle personal and sensitive information, please see our [Privacy statement](#) and [Privacy policy](#).

Social media policy for staff

All APS employees must comply with the Australian Public Service Commission's [Guidance for Australian Public Service Employees and Agencies](#) when using our social media channels.

Contact

For more information on these Terms of Use or to report a post or comment on our social media channels, please contact us via [our website](#) or our [Media Team](#).