

Code of Conduct & Terms of Use for Interaction with State Library of New South Wales Forums



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Approved by: Executive

Policy owner/sponsor: Director, Library Services

Policy Contact Officer: Manager, Online Information Services

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1. Summary

This policy and these terms of use provide guidance for clients, staff and others who participate and interact with State Library content in online environments such as social media channels.

2. Policy statement

By accessing or using the State Library of NSW's ("SLNSW") website(s), blogs, web-pages, content or other online spaces for engagement with you, whether hosted by SLNSW or by a third party provider ("SLNSW Forums"), you agree to these terms, including the Code of Conduct contained in clause 1 below, as updated from time to time (the Terms).

Please check these Terms from time to time for any changes.

Code of Conduct for Interacting with SLNSW Forums Online

1.1. We encourage you to interact and participate with:

- a) content on the State Library of New South Wales website;
- b) content on the websites of third party providers where State Library of New South Wales content is shared; and
- c) State Library of New South Wales staff online.

Such interaction and online participation in SLNSW Forums may include commenting on content, adding posts, tags, reviews or links to other social media channels, comments of others and by uploading, emailing or posting your own content, text, image or multimedia, or otherwise making content available on the library's website or on the channels of other providers where State Library of New South Wales content is shared.

1.2. When you interact with us online, you agree that you will at all times interact with or participate in SLNSW Forums in a manner which is respectful and courteous. You agree that you will not interact with or participate in SLNSW Forums, or upload content to SLNSW Forums, which:

- a) uses obscene, pornographic or sexually explicit text or images;
- b) discriminates against, vilifies, harasses, insults, impersonates or attacks others or demeans any person;

- c) is defamatory, fraudulent or illegal in any way;
- d) is an infringement of the intellectual property rights of others;
- e) is false or misleading;
- f) compromises the privacy of yourself or others;
- g) is added on behalf of a community member known by you to be suspended from interaction or participation in the State Library of New South Wales website, channels and content.

1.3. SLNSW recommends that the contribution of children be supervised by an adult at all times. Access to SLNSW Forums on third-party websites is at all times subject to the age-restrictions imposed by those third-parties, as outlined in the relevant third party's terms of service from time to time.

1.4. When you refer to another person's material, (for example, material contained on another website), SLNSW requires you to include an appropriate attribution in your post/message.

1.5. You should be aware that your posted comments or other submissions can remain online indefinitely and may be found through search engines or online archives.

1.6. If SLNSW considers that you have breached the Code of Conduct outlined in this clause, SLNSW may take any of the steps outlined in clause 6 below.

2. Terms of Use for SLNSW Forums Controlled Or Hosted By Third Party Providers

2.1. By accessing SLNSW Forums on third party websites, you may be agreeing to terms and conditions of third parties that govern your access to and/or use of SLNSW Forums on those websites. Such terms and conditions may relate to various aspects of your use of those websites, including the use and/or ownership of intellectual property in any content you contribute to that website, your privacy, and any applicable age restrictions in relation to use of the site by children, amongst other things.

2.2. It is your responsibility to ensure that you comply with any third party terms and conditions and SLNSW takes no responsibility for ensuring that you comply with the terms and conditions of third parties. However, if SLNSW becomes aware that you are breaching the terms and conditions of a third party provider by your use of an SLNSW Forum, then SLNSW reserves the right to take action as appropriate, including (i) the right to contact the 3rd party provider and (ii) any of the steps outlined in clause 6.

3. Ownership and Use of Content Created or Contributed by You

3.1. You retain any intellectual property rights that exist in any content that you contribute to SLNSW Forums, subject to any third party terms and conditions which may apply.

3.2. You warrant that you have all necessary intellectual property rights in relation to the content that you contribute to any SLNSW Forum and that your contribution does not infringe the rights of any others. You agree that you will not contribute content that you don't own or for which you haven't acquired the necessary rights.

3.3. Subject to any third party terms and conditions, you give SLNSW an indefinite, non-exclusive, royalty-free, transferrable, sub-licensable licence to use any of your content that you contribute to any SLNSW Forums, for any

purposes of SLNSW. This means that SLNSW may use your content online and/or in whatever other ways the SLNSW chooses, now and in the future, without acknowledging or making any payments to you. If you are not willing to grant SLNSW these rights, please do not contribute content to our Forums.

4. Copyright Statement

- 4.1. Subject to any third party terms and conditions which apply to your use of SLNSW Forums which are not hosted by SLNSW, you agree to SLNSW's [copyright statement](#), as amended from time to time, which sets out the terms and conditions which apply to your use of copyright material contained on SLNSW Forums, including SLNSW copyright material and any copyright material owned by others.

5. Web Privacy Statement

- 5.1. Information about how SLNSW deals with your personal information related to its website can be found in our [Web Privacy Statement](#). Subject to any third party terms and conditions which apply to your use of SLNSW Forums which are not hosted by SLNSW, you agree to the SLNSW Web Privacy Statement, as amended from time to time.

6. Actions that SLNSW may take if you breach the Code Of Conduct Online or these Terms of Use

- 6.1. If SLNSW considers that you have breached either the Code of Conduct outlined in clause 1 or these Terms in any way, SLNSW may:
 - a) remove the relevant content; or
 - b) follow the Take Down Notice Policy and Procedure outlined in clause 7 (in relation to alleged copyright infringements); and/or
 - c) terminate your access to the relevant SLNSW Forum where the breach occurred; and/or
 - d) terminate your access any other SLNSW Forums
 - e) report your actions to the relevant authority.
- 6.2. Removal of any content on an SLNSW Forum is at all times within the discretion of SLNSW.
- 6.3. SLNSW reserves the right to terminate your account and/or block your future access to that Forum or any other SLNSW online Forums.

7. Take Down Notice Policy and Procedure in relation to Alleged Copyright Infringements

- 7.1. If you are a copyright owner or are authorised to act on behalf of a copyright owner, and you become aware of material on our website which infringes your copyright, please contact us [here](#), stating the following:
 - a) Your contact details;
 - b) The full details of the material and the exact and full URL where you found the material;
 - c) A statement that you are the rights holder or agent of the rights holder, that you believe in good faith that the material is an infringement of your copyright or is not authorised by the copyright holder; and
 - d) Details of how the relevant content infringes your copyright or the copyright of the rights holder, including the steps you have taken to ensure that your claim of copyright infringement is accurate.

7.2. SLNSW will then contact you as soon as practicable in relation to the alleged infringement.

8. Review of SLNSW decision

8.1. If you disagree with any decision of SLNSW to remove your content and/or terminate and/or block your access to a specific Forum or any other SLNSW online Forum you can contact us [here](#) and tell us why you disagree with our decision

8.2. A review of the original decision will be made by someone more senior than the person who made the original decision.

9. Indemnity

9.1. You agree to indemnify SLNSW against any and all liability arising from claims by third parties in relation to:

- a) your use of any SLNSW Forum;
- b) any content that you have contributed to any SLNSW Forum; or
- c) any breach by you of these Terms.

10. Disclaimer

10.1. SLNSW is not responsible for nor endorses any content that is contributed to SLNSW Forums by users. Please read our Website [Disclaimer](#)

11. Feedback

11.1. Feedback about State Library content and services can be given through the website [Feedback form](#).

11.2. Contributions made to social and other new media will not be treated as feedback although we may respond to them.

3. Legislative and Policy Framework

Most relevant legislation

- [Anti-discrimination Act 1977](#) (NSW)
- [Copyright Act 1968](#) (Cth)
- [Defamation Act 2005](#) (NSW)
- [Government Information \(Public Access\) Act 2009](#) (NSW)
- [Library Act 1939](#) (NSW)
- [Library Regulation 2010](#) (NSW)
- [Privacy and Personal Information Protection Act 1998](#) (NSW)
- [Spam Act 2003](#) (Cth)
- [State Records Act 1998](#) (NSW)

Related and/or most relevant State Library and government policies

- [Client Code of Conduct](#)
- Complaints handling policy (Draft)
- [Guidelines for the Use of public facing Library Blogs](#)
- [Internet Usage Policy](#)
- [NSW Government Social Media Policy and Guidelines](#)
- [Privacy Management Plan](#)
- Records Management Policy (pdf)

- State Library Information Security Policy (pdf)
- [State Library Policy on Publishing Items](#)
- [State Library Social Media Policy](#)
- [State Library Strategy Map](#)
- [Web Privacy Statement](#)

4. Definitions and acronyms

State Library Forums: websites, State Library social media accounts and channels; other websites and social media channels where State Library content is shared.

Online participation and interaction: includes commenting on content, adding posts, tags, reviews or links to other social media channels, comments of others and by uploading, emailing or posting your own content, text, image or multimedia, or otherwise making content available on the library's website or on the channels of other providers where State Library of New South Wales content is shared (not an exhaustive list).

5. Responsibilities

Director, Library Services, and Director, Digital Library Services are responsible for leading the implementation of this policy.

Executive Committee members are responsible for communicating this policy to managers and supervisors and other relevant activities regarding the implementation of the policy.

Managers and supervisors are responsible for managing processes relevant to this policy and communicating this policy to staff. Managers and supervisors are also responsible for taking action on any reported breach of this policy.

The Manager, Online Information Services, is responsible for revising this policy once the Library's *Web and New Media Strategy* is released.

The Director, Library Services, is responsible for ensuring this policy is reviewed when the Library Regulation 2015 is being developed.

Staff are responsible for:

- understanding this policy
- monitoring interaction and participation in State Library forums
- reporting to supervisors any perceived breach of this policy.

6. Right to Information

Under some circumstances, information pertaining to the provision or use of SLNSW Forums may be released, subject to consultation, in response to an application request made in accordance with the *Government Information (Public Access) Act 2009*.

7. Approval

This policy was approved by the State Library Executive on 6 August 2013 for immediate implementation.

8. Implementation

This policy is implemented on 6 August 2013.

9. Prepared by:

Program Manager,
eRecords Project

Manager, Enterprise
Information

Manager, Online
Information Services

24 May 2013.

10. Document History and Version Control

Version	Date approved	Approved by	Brief description
1.0	6 August 2013	Executive	First release