

The login page does provide information about TRIPwire system and the Office for Bombing Prevention.

About the DHS Office for Bombing Prevention

The OBP mission is to protect life and critical infrastructure by building capabilities within the general public and across the private and public sectors to prevent, protect against, respond to, and mitigate bombing incidents.

OBP accomplishes this mission through a portfolio of complementary programs:

- Information Sharing and Decision Support
- Counter-Improvised Explosive Device (IED) Training and Awareness
- Capabilities Analysis and Planning Support
- Coordination of National and Intergovernmental Bombing Prevention Efforts

Committed to enhancing domestic bombing preparedness, OBP provides communities with the necessary information and resources to combat the threat posed by improvised explosive devices (IEDs). For an overview of related OBP products and services, please see the OBP Counter-IED Resources Guide.

Additionally, the Joint Program Office for Countering IEDs, an interagency body tasked with coordinating the implementation of U.S. counter-IED efforts, released a statement outlining U.S. government progress toward U.S. counter-IED policy goals.

About TRIPwire

The Technical Resource for Incident Prevention (TRIPwire) is DHS's free, online information sharing resource on IED incidents, tactics, techniques, and procedures, as well as corresponding IED prevention and protective measures. TRIPwire enhances domestic preparedness by giving the nation's security and

emergency services professionals valuable information and resources to prevent, protect, respond to, and mitigate bombing incidents.

TRIPwire registration gives members access to much more information and resources on IED threats and corresponding prevention, protection, and response measures, including:

- Daily Reporting on IED-related Incidents
- Official DHS and USG information products
- Open Source Reporting and Mapping
- IED incident and device profiles
- Incident Quick Look Reports
- Fire and Rescue Notes
- Patrol Officer Notes
- IED prevention, protection, and response resources

There is a terms of service page located on the registration screen that state the conditions for using TRIPwire.

TERMS OF SERVICE

1. Acceptance of Terms

TRIPwire provides its service to you, subject to the following Terms of Service (TOS), which may be updated by us from time to time without notice to you. All authorized users of the TRIPwire system are required to agree and follow the TOS as set forth.

2. Description of Service

TRIPwire (the Service) provides users from the bombing prevention and homeland security communities access to a collection of resources relevant to preventing and preparing for bombing incidents and other emergencies. This Service may provide sensitive but unclassified information; as such access to the Service is limited to members that have been authorized and validated by TRIPwire and DHS. You also understand and agree that the Service may include certain communications from TRIPwire, such as service announcements and administrative messages. You understand and agree that the Service is provided free and "as-is". You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime or long distance charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. Your Registration Obligations

You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or the Service has

reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, TRIPwire has the right to suspend or terminate your account and refuse any and all current or future use of the Service. Registrants for the Service understand and agree that employees from TRIPwire and/or the Department of Homeland Security may use registration information to confirm and validate your identity and right to access the Service. Members of the Service must be persons from a relevant homeland security, bombing prevention or emergency responder discipline, agency, or organization. You understand and agree that TRIPwire has final authority to determine which individuals warrant access to the system.

4. Privacy Policy

Registration Data and certain other information about you are subject to our Privacy Policy. For more information, see our <u>full privacy policy</u>.

5. Member Account, Password, and Security

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify TRIPwire of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you logout from your account at the end of each session. TRIPwire cannot and will not be liable for any loss or damage arising from your failure to comply with this requirement.

6. Member Conduct

You understand that all information, data, text, software, photographs, graphics, video, messages or other materials ("Content") offered through the Service are provided "as-is." You understand that you are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. While TRIPwire makes good faith efforts to control, review, and validate the Content provided via the Service, TRIPwire cannot guarantee the accuracy, integrity or quality of all Content. Under no circumstances will TRIPwire be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service. You agree to not use the Service to:

- a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. impersonate any person or entity, including, but not limited to, a TRIP wire official, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- c. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- d. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- e. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- f. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

- g. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- h. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service:
- i. intentionally or unintentionally violate any applicable local, state, national or international law;
- j. collect or store personal data about other users.

You acknowledge that TRIPwire may not pre-screen Content, but that TRIPwire and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, TRIPwire and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

You acknowledge, consent and agree that TRIPwire may access, preserve, and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms of Service; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of TRIPwire, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

7. Special Admonition for International Use

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

8. Content Submitted or Made Available for Inclusion on the Service

TRIPwire does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on member accessible areas of the Service, you understand and agree that that Content will be accessible to authorized members of the Service and may be downloaded, viewed, or otherwise used in an acceptable way as set forth in the Terms of Service.

9. **Indemnity**

You agree to indemnify and hold TRIPwire and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the Terms of Service, or your violation of any rights of another.

10. No Resale of Service

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

11. General Practices Regarding Use and Storage

You acknowledge that TRIPwire may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that secure email messages, message board postings or Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that TRIPwire has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that TRIPwire reserves the right to deactivate accounts that are inactive for an extended period of time. You further acknowledge that TRIPwire reserves the right to modify these general practices and limits from time to time.

12. Modification of the Service

TRIPwire reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that TRIPwire shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

13. Termination

You agree that TRIPwire may, under certain circumstances and without prior notice, immediately terminate your account and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, and (f) extended periods of inactivity. Termination of your TRIPwire account may include (a) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof) and (b) barring further use of the Service. Further, you agree that all terminations for cause shall be made by TRIPwire's sole discretion and that TRIPwire shall not be liable to you or any third-party for any termination of your account or access to the Service.

14. Links

The Service or authorized users may provide links to other World Wide Web sites or resources. Because TRIPwire has no control over such sites and resources, you acknowledge and agree that TRIPwire is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that TRIPwire shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

15. TRIPwire Proprietary Rights

You acknowledge and agree that the Service and any necessary software used in connection with the

Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

TRIPwire grants you a personal, non-transferable and non-exclusive right and license to use its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by TRIPwire for use in accessing the Service.

16. Disclaimer of Warranties

You expressly understand and agree that:

- a. Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis. TRIPwire expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of fitness for a particular purpose and non-infringement.
- b. The Contents presented on this system do not necessarily represent the official position of the US Department of Homeland Security.
- c. TRIPwire makes no warranty that (i) the Service will meet your requirements, (ii) the Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Service will be accurate or reliable, (iv) the quality of any services, information, or other material purchased or obtained by you through the Service will meet your expectations, and (v) any errors in the software will be corrected.
- d. Any material downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- e. No advice or information, whether oral or written, obtained by you from TRIP*wire* or through or from the Service shall create any warranty not expressly stated in the Terms of Service.
- f. A very small percentage of users may experience epileptic seizures when exposed to certain light patterns or backgrounds on a computer screen or while using the Service. Certain conditions may induce previously undetected epileptic symptoms even in users who have no history of prior seizures or epilepsy. If you, or anyone in your family, have an epileptic condition, consult your physician prior to using the Service. Immediately discontinue use of the Service and consult your physician if you experience any of the following symptoms while using the Service's dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions.

Limitation of Liability

You expressly understand and agree that TRIPwire shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if TRIPwire has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or

conduct of any third party on the Service; or (v) any other matter relating to the Service.

17. Exclusions and Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of sections may not apply to you.

18. No Third-Party Beneficiaries

You agree that, except as otherwise expressly provided in this Terms of Service, there shall be no third-party beneficiaries to this Agreement.

19. Notices

TRIPwire may provide you with notices, including those regarding changes to the Terms of Service, by either email, regular mail, or postings on the Service.

20. Trademark Information

Trademarks and service marks and other TRIPwire logos and Service names are trademarks of TRIPwire. Without TRIPwire's prior permission, you agree not to display or use in any manner these trademarks.

21. Notice and Procedure for Making Claims of Copyright or Intellectual Property Infringement

TRIPwire respects the intellectual property of others, and we ask our users to do the same. Some Content on TRIPwire is made available through the Fair Use Doctrine of International Copyright Law as educational material without benefit of financial gain. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide TRIPwire's Copyright Agent the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of where the material that you claim is infringing is located on the site;
- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- f. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

TRIPwire's Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail: Andrew S. Mullin Copyright Agent c/o TRIPwire 11487 Sunset Hills Road Reston, VA 20190

By phone: (703) 668-4075

1. General Information

Entire Agreement. The Terms of Service constitute the entire agreement between you and TRIPwire and govern your use of the Service, superceding any prior agreements between you and TRIPwire.

Choice of Law and Forum. The Terms of Service and the relationship between you and TRIPwire shall be governed by the laws of the District of Columbia without regard to its conflict of law provisions.

Waiver and Severability of Terms. The failure of TRIPwire to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

No Right of Survivorship and Non-Transferability. You agree that your TRIPwire account is non-transferable and any rights to your account or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Technical Warnings

This is a restricted system.

Unauthorized use of this system is prohibited.

The use of this system is restricted to users authorized by the system owners. This computer system, including all related equipment, networks, and network devices (specifically including Internet access) may be monitored for all lawful purposes, including ensuring that their use is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security.

This system contains the proprietary data of TRIPwire and is not authorized for public dissemination. During monitoring, information may be examined, recorded, copied and used for purposes authorized by the owners of the information as described in the General Terms of Service. All information, including personal information, placed or sent over this system may be monitored for security purposes.

Use of this computer system, authorized or unauthorized, constitutes consent to monitoring of this system in accordance with the General Terms of Service. Unauthorized use may subject you to criminal prosecution. Evidence of unauthorized use collected during monitoring may be used for administrative, criminal, or other adverse action. Use of this system constitutes consent to monitoring for these purposes.

Use of this system implies understanding of these terms and conditions.

Privacy Policy

Collection of Information

- TRIPwire collects certain personal information when you register for the system.
- When you register, we ask for information such as your name, title, organization, address, email address, and phone number.
- TRIPwire also automatically collects technical information from your browser for the system's server logs, including your IP address, cookie information, and pages on the system that you request.
- TRIPwire uses personal and technical information for the following general purposes: to improve system capabilities and services, to contact you, to verify your identity and establish your right to access the system, to provide and monitor system security, and to generate usage reports.

Sharing of Information

- TRIPwire does not rent, sell, or share personal information about you with other nonaffiliated companies.
- All registered members have access to the member directory which displays certain contact
 information for all registered members within the TRIP wire system who have chosen to have their
 information displayed. This contact information is provided to facilitate collaboration, networking,
 and communication within the system. This contact information cannot be accessed by anyone who is
 not an authorized member.

Cookies

• TRIPwire requires the ability to set and access cookies on your computer. The system uses cookies to ensure the security of secure login sessions.

External Links

 We provide links to outside websites and resources that may have privacy policies that differ from those of TRIPwire.

Collaboration Forums

• This site makes message board services available to authorized users. Any information disclosed through these forums may be available to other system members. You should exercise caution when disclosing personal information

Editing Account Details and Preferences

- You can edit your personal account information at any time.
- TRIPwire reserves the right to send communications, such as service announcements and administrative messages.

Confidentiality and Security

• We limit access to personal information about you to employees who we believe reasonably need to

come into contact with that information to provide necessary system services.

- All information provided to TRIPwire is password-protected.
- TRIPwire uses industry-standard SSL-encryption to protect data transmissions.

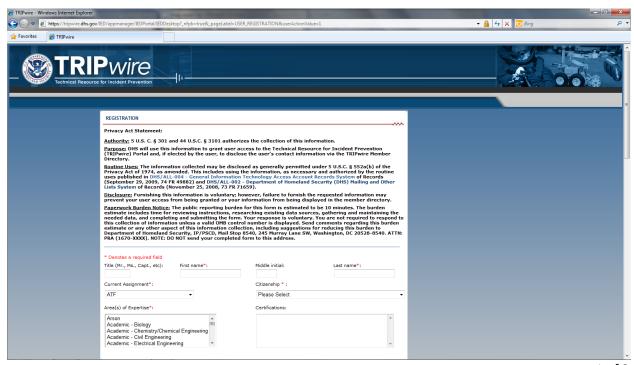
Changes to this Privacy Policy

• TRIPwire may update this privacy policy. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your account or by placing a prominent notice on our site.

Associated Press Copyright Statement

Associated Press text, photo, graphic, audio and/or video material shall not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium. Neither these AP materials nor any portion thereof may be stored in a computer except for personal and non-commercial use. AP will not be held liable in any way to the User or to any third party or to any other person who may receive information in the Service or to any other person whatsoever, for any delays, inaccuracies, errors or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damages arising from any of the foregoing or occasioned thereby.

TRIPwire Screen Mockups



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