

Privacy Act Statement:

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User account

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Privacy Information

1. Acceptance of Terms

TRIP *wire* 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 TRIP *wire* system are required to agree and follow the TOS as set forth.

2. Description of Service

TRIP *wire* (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 TRIP *wire* and DHS. You also understand and agree that the Service may include certain communications from TRIP *wire*, 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, TRIP *wire* 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 TRIP *wire* 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 TRIP *wire* has final authority to determine which individuals warrant access to the system.

4. 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 TRIP *wire* 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. TRIP *wire* cannot and will not be liable for any loss or damage arising from your failure to comply with this requirement.

5. 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 TRIP *wire* makes good faith efforts to control, review, and validate the Content provided via the Service, TRIP *wire* cannot guarantee the accuracy, integrity or quality of all content. Under no circumstances will TRIP *wire* 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. 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 TRIPwire 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. 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. 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. 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. 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.

6. Collection of Information

CISA is authorized to collect the information requested pursuant to 5 U.S.C. § 301, 44 U.S.C. § 3101, 44 U.S.C. § 3554, 6 U.S.C. § 111, Presidential Policy Directive 17, and Homeland Security Presidential Directive 19.

7. Use of Information

The Personally Identifiable Information (PII) you provide will be used by and disclosed to DHS personnel, contractors and other agents, including but not limited to other Federal, state, and local officials; and to answer your questions, provide technical support, or refer inquiries to another appropriate Federal agency or official.[SL1]

8. Disclosure

Providing this information to CISA is voluntary. However, failure to provide the information requested may prevent user access being granted and prevent information from being displayed in the member directory.

Terms of Service

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.

1. **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.

2. **Content Submitted or Made Available for Inclusion on the Service**

TRIP *wire* 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.

3. **Indemnity**

You agree to indemnify and hold TRIP *wire* 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.

4. **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.

5. **General Practices Regarding Use and Storage**

You acknowledge that TRIP *wire* 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 TRIP *wire* 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 TRIP *wire* reserves the right to deactivate accounts that are inactive for an extended period of time. You further acknowledge that TRIP *wire* reserves the right to modify these general practices and limits from time to time.

6. **Modification of the Service**

TRIP *wire* 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 TRIP *wire* shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

7. **Termination**

You agree that TRIP *wire* 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 TRIP *wire* 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 TRIP *wire*'s sole discretion and that TRIP *wire* shall not be liable to you or any third-party for any termination of your account or access to the Service.

8. Links

The Service or authorized users may provide links to other World Wide Web sites or resources. Because TRIP *wire* has no control over such sites and resources, you acknowledge and agree that TRIP *wire* 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 TRIP *wire* 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.

9. TRIP *wire* 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.

TRIP *wire* 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 TRIP *wire* for use in accessing the Service.

1. 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. TRIP *wire* 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. TRIP *wire* 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 TRIP *wire* 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 TRIP *wire* 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.

1. 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.

2. 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.

3. Notices

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

4. Trademark Information



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

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

TRIP *wire* respects the intellectual property of others, and we ask our users to do the same. Some Content on TRIP *wire* 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 TRIP *wire*'s Help Desk 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 contact information, such as 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.

For content-related questions and support, please contact:

TRIP *wire* Help Desk
c/o BAE Systems, Inc.
1 (866) 987-9473 
tripwirehelp@dhs.gov 

General Information

Entire Agreement. The Terms of Service constitute the entire agreement between you and TRIP *wire* and govern your use of the Service, superseding any prior agreements between you and TRIP *wire*.

Choice of Law and Forum. The Terms of Service and the relationship between you and TRIP *wire* 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 TRIP *wire* 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 TRIP *wire* 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.

I HAVE READ AND AGREE TO THE TERMS OF SERVICE AND PRIVACY NOTICE. *

Paperwork Reduction Act Notice:

The screenshot shows a web browser window with the URL `tripwire.dhs.gov/user/register`. The page header features the TRIPwire logo (U.S. Department of Homeland Security) and navigation links: About, Tools, Preparedness, Training, Partners, Library, and Contact Us. A green 'TRIPwire Login' button and a 'Register now' link are also present.

The breadcrumb trail is: Home » User account » User account.

The main heading is 'User account', with buttons for 'Create new account' and 'Log in'. A dark blue navigation bar contains links: Account Info, Privacy Information, Personal Information, Employment, Employment Verification Contact Information, Subscriptions, and Confirmation.

The 'Paperwork Reduction Act Notice for TRIPwire-C User Registration' section includes:

- OMB Control Number: 1670-0028
- OMB Expiration Date: 02/29/2020
- Paperwork Reduction Act**
The public reporting burden to complete this information collection is estimated at 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and the completing and reviewing the collected information. The collection of information is required to obtain a government service. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number and expiration date. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to DHS/CISA 245 Murray Lane SW, Stop 0608, Washington, DC 20528-0608, ATTN: PRA [OMB Control No. 1670-0028].

The registration form includes:

- USERNAME *** (text input field)
- Username must only contain letters and numbers.
- PROFESSIONAL E-MAIL ADDRESS *** (text input field)
- Security questions**
To reset your password in case you have forgotten it, security questions will be asked to verify your identity.
- QUESTION 1 *** (dropdown menu)
- Choose the question that you would like asked (can only be used once).
- ANSWER 1 *** (text input field)
- Type the answer to the question you have chosen.
- QUESTION 2 *** (dropdown menu)
- Choose the question that you would like asked (can only be used once).
- ANSWER 2 *** (text input field)
- Type the answer to the question you have chosen.

- NEWS
- LESSONS LEARNED
- ALERT

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USERNAME *

Username must only contain letters and numbers.

PROFESSIONAL E-MAIL ADDRESS *

A valid e-mail address. All e-mails from the system will be sent to this address. The e-mail address is not made public and will only be used if you wish to receive a new password or wish to receive certain news or notifications by e-mail.

Security questions

To reset your password in case you have forgotten it, security questions will be asked to verify your identity.

QUESTION 1 *

Choose the question that you would like asked (can only be used once).

ANSWER 1 *

Type the answer to the question you have chosen.

QUESTION 2 *

Choose the question that you would like asked (can only be used once).

ANSWER 2 *

Type the answer to the question you have chosen.

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- STATE AND LOCAL

Personal Information

TITLE

FIRST NAME *

MIDDLE INITIAL

LAST NAME *

CITIZENSHIP *

PLEASE TELL US HOW YOU FOUND OUT ABOUT TRIPWIRE *

CURRENT ASSIGNMENT

FEDERAL SECTOR OF EMPLOYMENT *

SECTOR OF EMPLOYMENT *

Employment Information

JOB TITLE *	PROFESSIONAL PHONE NUMBER *
<input type="text"/>	<input type="text"/>
EMPLOYER NAME *	ALTERNATE PHONE NUMBER
<input type="text"/>	<input type="text"/>
PROFESSIONAL STREET ADDRESS *	ALTERNATE EMAIL ADDRESS
<input type="text"/>	<input type="text"/>
CITY *	
<input type="text"/>	
STATE/PROVINCE/REGION *	
<input type="text" value="- Select a value -"/>	
ZIP/POSTAL CODE *	
<input type="text"/>	
COUNTRY *	
<input type="text" value="United States"/> <input type="text" value="Afghanistan"/>	

- VIII. CO, MI, ND, SD, UT, WY
- IX: AZ, CA, HI, NV, PACIFIC TERRITORIES
- X: AK, ID, OR, WA
- AWARENESS
- ARREST
- HME
- SIGNIFICANT INCIDENT
- PROPAGANDA
- NEWS
- LESSONS LEARNED
- ALERT
- TRIPWIRE AND OFFICE FOR BOMBING PREVENTION
- OTHER DOD
- OTHER FEDERAL
- PRIVATE SECTOR
- STATE AND LOCAL

Indicate EVC

EMPLOYMENT VERIFICATION CONTACT *

EMPLOYMENT VERIFICATION CONTACT TITLE *

EMPLOYMENT VERIFICATION CONTACT EMAIL ADDRESS *

EMPLOYMENT VERIFICATION CONTACT PHONE NUMBER *