



## U.S. Department of Transportation

### Privacy Impact Assessment

#### Federal Highway Administration (FHWA) Open Source Application Development Portal

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8/25/2014

X Claire W. Barrett

Claire W. Barrett  
DOT Chief Privacy & Information Asset Officer  
Signed by: CLAIRE W BARRETT



## Executive Summary

The Open Source Application Development Portal (OSADP) is a U.S. Department of Transportation (DOT) sponsored initiative, managed by the Federal Highway Administration (FHWA), to promote open source development of software applications that use connected vehicle technology and data to help travelers avoid delays. The OSADP is web based environment (<http://osadp.fhwa.dot.gov>) consisting of a software repository and collaboration environment. The OSADP enables stakeholders to collaborate and share insights, methods, and source code on a set of research projects sponsored by DOT's Dynamic Mobility Applications (DMA) Program. Each project focuses on the research, development, and testing of a single federally funded<sup>1</sup> or approved<sup>2</sup> application. The OSADP includes software application packages associated with the DMA projects; those software packages include source code and documentation. The OSADP also includes a collaboration environment.

This Privacy Impact Assessment (PIA) is being conducted because the OSADP collects Personally Identifiable Information (PII) from members of the public who become registered portal users.

## What is a Privacy Impact Assessment?

*The Privacy Act of 1974 articulates concepts for how the federal government should treat individuals and their information and imposes duties upon federal agencies regarding the collection, use, dissemination, and maintenance of PII. The E-Government Act of 2002, Section 208, establishes the requirement for agencies to conduct PIAs for electronic information systems and collections. The assessment is a practical method for evaluating privacy in information systems and collections, and documented assurance that privacy issues have been identified and adequately addressed. The PIA is an analysis of how information is handled to—i) ensure handling conforms to applicable legal, regulatory, and policy requirements regarding privacy; ii) determine the risks and effects of collecting, maintaining and disseminating information in identifiable form in an electronic information system; and iii) examine and evaluate protections and alternative processes for handling information to mitigate potential privacy risks.<sup>3</sup>*

*Conducting a PIA ensures compliance with laws and regulations governing privacy and demonstrates the DOT's commitment to protect the privacy of any personal information we collect, store, retrieve, use and share. It is a comprehensive analysis of how the DOT's electronic information systems and collections handle PII. The goals accomplished in completing a PIA include:*

- *Making informed policy and system design or procurement decisions. These decisions must be based on an understanding of privacy risk, and of options available for mitigating that risk;*
- *Accountability for privacy issues;*

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<sup>1</sup> Applications are funded by the DOT's Intelligent Transportation System's (ITS) Dynamic Mobility Applications program.

<sup>2</sup> Applications are developed through University Transportation Center funding and approved for inclusion in the OSADP portal by the Dynamic Mobility Applications program.

<sup>3</sup>Office of Management and Budget's (OMB) definition of the PIA taken from guidance on implementing the privacy provisions of the E-Government Act of 2002 (see OMB memo of M-03-22 dated September 26, 2003).

- *Analyzing both technical and legal compliance with applicable privacy law and regulations, as well as accepted privacy policy; and*
- *Providing documentation on the flow of personal information and information requirements within DOT systems.*

*Upon reviewing the PIA, you should have a broad understanding of the risks and potential effects associated with the Department activities, processes, and systems described and approaches taken to mitigate any potential privacy risks.*

## OSADP Overview

The OSADP is a project of the Dynamic Mobility Applications (DMA) Program, which is itself an element of the DOT's Connected Vehicle Mobility Program. The Connected Vehicle Mobility Program is a coordinated set of activities designed to improve the mobility of people and goods moving within the nation's multimodal surface transportation networks. The DMA Program portion of the Mobility Program focuses on the development of software applications that travelers or system managers can use to reduce travel delays.

A critical project of the DMA Program, the OSADP is a web-based collaboration environment intended to foster cooperation and innovation in the development of software applications that can be used to improve mobility of people and goods. The OSADP is intended to be used by DOT staff and contractors, other participants in DMA research, and researchers working in multimodal surface transportation—as opposed to air or maritime transportation—from other public, private, and academic institutions.

To accomplish its goals, the OSADP contains two fundamental parts:

1. The released open source repository, which is a collection of stable software application packages. Each package includes:
  - a. Detailed application descriptions and documentation, and
  - b. Source code.
2. A collaboration environment that includes:
  - a. Community discussion forums, and
  - b. A limited set of social network tools, including tools to communicate with other Registered Users.

## Access Considerations

Only Registered Users can access the two core elements of the OSADP. Registered Users can download the software applications packages from the repository and participate in the collaboration environment. Both Registered Users and members of the general public, who have not registered to use the OSADP, can access general public information about the DMA Program such as the OSADP news blog and descriptions of the OSADP content available to Registered Users. Note that Registered Users' activities in the limited-access parts of the OSADP are regulated by the terms of use and other policies that the users accept during the registration process.

Permission to upload software packages to the OSADP is restricted to DOT staff and contractors. The software packages may be developed by various means, including DOT-sponsored contracts and

cooperative open source development on GitHub. Regardless of their origin, only DOT-tested software application packages will be uploaded into the OSADP.

## Privacy Risks Created by the OSADP

The primary privacy risks in the OSADP system arise through the registration process. During that process, users provide the FHWA the following information in their Registration Profile.

### Registration Profile

- Name (required for access)
- Username (required for access)
- Password (required for access)
- Email address (required for access)
- Editor—application used to edit software source code (optional)
- Time zone (optional)
- Front end language—language in which the OSADP should display its webpages (optional)

Registered Users may also create Extended Profiles, which are visible to other Registered Users and are intended to facilitate collaboration. Extended Profiles include the following information.

### Extended Profile

- Name (optional)
- Gender (optional)
- Birthdate (optional)
- Location (optional)

The OSADP is a collaboration site. Consistent with that mission, the DOT is committed to protecting the privacy of all PII stored on the OSADP other than that information that Registered Users intentionally share with each other.

## Fair Information Practice Principles (FIPPs) Analysis

*The DOT PIA template is based on the fair information practice principles (FIPPs). The FIPPs, rooted in the tenets of the Privacy Act, are mirrored in the laws of many U.S. states, as well as many foreign nations and international organizations. The FIPPs provide a framework that will support DOT efforts to appropriately identify and mitigate privacy risk. The FIPPs-based analysis conducted by DOT is predicated on the privacy control families articulated in the Federal Enterprise Architecture Security and Privacy Profile (FEA-SPP) v3<sup>4</sup>, sponsored by the National Institute of Standards and Technology (NIST), the Office of Management and Budget (OMB), and the Federal Chief Information Officers Council and the Privacy Controls articulated in Appendix J of the NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations<sup>5</sup>.*

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<sup>4</sup> <http://www.cio.gov/documents/FEA-Security-Privacy-Profile-v3-09-30-2010.pdf>

<sup>5</sup> [http://csrc.nist.gov/publications/drafts/800-53-Appendix-J/IPDraft\\_800-53-privacy-appendix-J.pdf](http://csrc.nist.gov/publications/drafts/800-53-Appendix-J/IPDraft_800-53-privacy-appendix-J.pdf)

## Transparency

*Sections 522a(e)(3) and (e)(4) of the Privacy Act and Section 208 of the E-Government Act require public notice of an organization's information practices and the privacy impact of government programs and activities. Accordingly, DOT is open and transparent about policies, procedures, and technologies that directly affect individuals and/or their personally identifiable information (PII). Additionally, the Department should not maintain any system of records the existence of which is not known to the public.*

By accessing the OSADP, users of the site are generating records of their Internet activity. These records are used to ensure that the site is functioning properly and that the site is accessed and used in legal and proper ways. The DOT's policies and practices in managing that system of records are documented in the System of Records Notice [DOT/ALL 13 – Internet/Intranet Activity and Access Records, May 7, 2002 \(27 FR 30757\)](#).

Additionally, by virtue of being a DOT website, the OSADP is governed by the DOT privacy policy (Appendix A). When users become Registered Users of the OSADP, they must indicate that they accept the site's terms of use (Appendix B), the DOT privacy policy, and all other posted OSADP policies.

## Individual Participation and Redress

*DOT should provide a reasonable opportunity and capability for individuals to make informed decisions about the collection, use, and disclosure of their PII. As required by the Privacy Act, individuals should be active participants in the decision making process regarding the collection and use of their PII and be provided reasonable access to their PII and the opportunity to have their PII corrected, amended, or deleted, as appropriate.*

The OSADP maintains a profile of registration information for every Registered User, the Registration Profile. As noted above, it contains the user's name, username, password, email address, and some optional information. Registered Users can edit their Registration Profiles at any time by clicking on the "update profile" link after logging in. Users who no longer wish to participate in the OSADP may request to have their Registration Profiles deleted, by using the website's "Contact" function. After completing the Contact form, the DOT will send a verification request to the email address on file for that user. Once the request is verified, DOT will delete the profile from the OSADP and provide confirmation of the same. Once the profile is deleted, the user will no longer have access to the Registered User environment, which contains the software repository and the collaboration environment.

In addition to the Registration Profile, Registered Users may also choose to create an Extended Profile that is visible to other Registered Users. Registered Users can change or remove any or all elements of their Extended Profile at any time.

In addition to the remedies noted above, individuals may request access to information about themselves contained in a DOT system of records through DOT's Privacy Act/Freedom of Information Act (FOIA) procedures. As a matter of policy, DOT extends administrative Privacy Act protections to all individuals where systems of records maintain information on U.S. citizens, lawful permanent residents, and visitors. Individuals may request access to their own records that are maintained in a system of records in the possession or under the control of DOT by complying with DOT Privacy Act regulations, 49 CFR Part 10. Privacy Act requests for access to an individual's record must be in writing either handwritten or typed, and may be mailed, faxed or emailed. DOT regulations require that the request

include a description of the records sought and the requester's full name, current address, and date and place of birth. The request must be signed and either notarized or submitted under penalty of perjury. Additional information and guidance regarding DOT's FOIA/PA program can be found on the DOT website. Privacy Act requests should be addressed to Claire W. Barrett, Departmental Privacy Officer, 1200 New Jersey Avenue SE, Washington DC 20590.

### **Statutory Authority and Purpose Specification**

*DOT should (i) identify the legal bases that authorize a particular PII collection, activity, or technology that impacts privacy; and (ii) specify the purpose(s) for which its collects, uses, maintains, or disseminates PII.*

#### **Statutory Authority**

The FHWA is established under 49 U.S.C. 104, which authorizes it to engage in research and development related to highway design and maintenance, traffic control devices, and highway-related aspects of pedestrian safety. The OSADP is an FHWA website that supports the development of software applications to help improve highway mobility and safety. These applications relate to all three expressly authorized research and development areas: highway design and maintenance, traffic control devices, and highway-related aspects of pedestrian safety. As such, the OSADP operates and collects PII under the authority of 49 U.S.C. 104.

#### **Purpose**

Registered User PII is collected to manage access to restricted content through the establishment of unique accounts for authorized users. Names and email addresses are required so that the DOT may contact Registered Users concerning any problems with their account registration or management, enable users to reset their passwords, and respond to user requests. In addition, the Department may use registrant contact information to contact individuals to participate in webinars, workshops or surveys on OSADP data use and their website experience.

Registered users may also voluntarily provide Expanded Profile information, as described in the Individual Participation and Redress section above, as well research projects information, in order to communicate with and foster collaboration among registrants of the OSADP environment. All Expanded Profile and project information is reviewed and approved by the Department prior to being posted on the portal. The portal publishes this information to foster collaboration, share information and connect users in the OSADP to fulfill the portal's mission to facilitate and advance research efforts considering mobile data communications in surface transportation to improve safety, mobility, and the environment.

### **Data Minimization & Retention**

*DOT should collect, use, and retain only PII that is relevant and necessary for the specified purpose for which it was originally collected. DOT should retain PII for only as long as necessary to fulfill the specified purpose(s) and in accordance with a National Archives and Records Administration (NARA)-approved record disposition schedule.*

As noted above, user registration for the OSADP requires a minimal set of self-reported information from each user: name, username, password, and email address. This information is needed to allow

user registration and communication with users. The optional items—source code editor, time zone, and language—are useful to improve the user experience.

The OSADP has not developed a formal, comprehensive plan for maintaining and destroying its documents. However, in accordance with [NARA General Records Schedule 20](#) - Electronic Records, item 1c, registration information maintained by the website shall be deleted or destroyed when no longer needed for administrative, legal, audit or other operational purposes. Also, users may request the removal of any or all of the information provided for registration and/or information they provide for research projects by using the website's "Contact" function.

### Use Limitation

*DOT shall limit the scope of its PII use to ensure that the Department does not use PII in any manner that is not specified in notices, incompatible with the specified purposes for which the information was collected, or for any purpose not otherwise permitted by law.*

Disclosure of PII is limited to the purposes and uses specified on the site. DOT has not identified any additional uses for the data. If such uses are identified, they will be approved by the DOT Privacy Officer and disclosed on the website. If appropriate, additional information regarding the use and disclosure of information collected may be made available in accordance with the System of Records Notice [DOT/ALL 13](#).

### Data Quality and Integrity

*In accordance with Section 552a(e)(2) of the Privacy Act of 1974, DOT should ensure that any PII collected and maintained by the organization is accurate, relevant, timely, and complete for the purpose for which it is to be used, as specified in the Department's public notice(s).*

All personal information collected on the OSADP will be self-reported by users, who will have the ability at any time to check their information for accuracy and modify it if necessary.

### Security

*DOT shall implement administrative, technical, and physical measures to protect PII collected or maintained by the Department against loss, unauthorized access, or disclosure, as required by the Privacy Act, and to ensure that organizational planning and responses to privacy incidents comply with OMB policies and guidance.*

PII will be protected by reasonable security safeguards against loss or unauthorized access, destruction, usage, modification, or disclosure. These safeguards incorporate standards and practices required for Federal information systems under the Federal Information Security Management Act (FISMA) and are detailed in Federal Information Processing Standards (FIPS) Publication 200, Minimum Security Requirements for Federal Information and Information Systems, dated March 2006, and NIST Special Publication (SP) 800-53 Rev. 3, Recommended Security Controls for Federal Information Systems and Organizations, dated April 2013. FHWA has a comprehensive information security program that contains management, operational, and technical safeguards that are appropriate for the protection of PII. These safeguards are designed to achieve the following objectives:

- Ensure the security, integrity, and confidentiality of PII.
- Protect against any reasonably anticipated threats or hazards to the security or integrity of PII.

- Protect against unauthorized access to or use of PII.

Records in the OSADP will be safeguarded in accordance with applicable rules and policies, including all applicable DOT automated systems security and access policies. Strict controls have been imposed to minimize the risk of compromising the information that is being stored. Access to the computer system containing the records in the registry is limited to those individuals who have a need to know the information for the performance of their official duties and who have appropriate clearances and permissions. All records in OSADP will be protected from unauthorized access through appropriate administrative, physical, and technical safeguards. Access to the Registered User Environment—the software repository and the collaboration environment—will be restricted to Registered Users, via password protection.

DOT personnel and contractors (i.e., system hosting provider) that manage the OSADP are required to attend security and privacy awareness training and role-based training offered by DOT. This will allow individuals with varying roles to understand and retain knowledge of how to properly and securely act in situations where they may use PII in the course of performing their duties. No DOT personnel or contractors will be allowed to access the OSADP before they receive the necessary authorizations and security and privacy training as required by DOT.

### **Accountability and Auditing**

*DOT shall implement effective governance controls, monitoring controls, risk management, and assessment controls to demonstrate that the Department is complying with all applicable privacy protection requirements and minimizing the privacy risk to individuals.*

The FHWA is responsible for identifying, training, and holding employees and contractors accountable for adhering to DOT privacy and security policies and regulations. The FHWA will follow the Fair Information Practice Principles as best practices for the protection of PII. In addition to these practices, additional policies and procedures will be consistently applied, especially as they relate to protection, retention, and destruction of records. Federal and contract employees will be given clear guidance in their duties as they relate to collecting, using, processing, and securing privacy data. Guidance will be provided in the form of mandatory annual security and privacy awareness training as well as the DOT Rules of Behavior. The FHWA Information System Security Manager and FHWA Privacy Officer will conduct periodic security and privacy compliance reviews of the OSADP consistent with the requirements of the Office of Management and Budget (OMB) Circular A-130, Section 8b(3), Securing Agency Information Systems.

### **Responsible Official**

Jeffrey Lindley  
Associate Administrator for Operations  
Federal Highway Administration  
[OperationsFeedback@dot.gov](mailto:OperationsFeedback@dot.gov)

## Approval

Claire W. Barrett  
Chief Privacy & Information Asset Officer  
Office of the Chief Information Officer  
[privacy@dot.gov](mailto:privacy@dot.gov)

DOT Privacy Office - Adjudicated - 082514

## Appendix A – DOT Privacy Policy, Applicable to and Posted on the OSADP

This is the Departmental privacy policy that applies to all DOT websites, including the OSADP.

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### Our Commitment

We respect your right to privacy and will protect it when you visit our Web site.

This Privacy Policy explains our online information practices only, including how we collect and use your personal information. It does not apply to third-party Web sites that you are able to reach from this Web site. However, the Department of Transportation does evaluate the privacy policies of its unofficial presences on third-party Web sites and third-party content rendering applications. We encourage you to read those privacy policies to learn how they collect and use your information. You may also read our Privacy Impact Assessments for these third-party Web site and content rendering applications.

### What We Automatically Collect Online

We collect information about your visit that does not identify you personally. We can tell the computer, browser, and Web service you are using. We also know the date, time, and pages you visit. Collecting this information helps us design the site to suit your needs. In the event of a known security or virus threat, we may collect information on the Web content you view.

### Other Information We May Collect

When you visit our Web site, we may request and collect the following categories of personal information from you:

- Contact information
- IDs and passwords

### Why We Collect Information

Our principal purpose for collecting personal information online is to provide you with what you need and want, address security and virus concerns, and to ease the use of our Web site.

We will only use your information for the purposes you intended, to address security or virus threats, or for the purposes required under the law. See “Choices on How We Use the Information You Provide” to learn more.

We collect information to:

- Respond to your complaints
- Reply to your “feedback comments”
- Manage your access to restricted areas of the Web site
- Fulfill requests for reports and other similar information
- Register you for a member account

## Sharing Your Information

We may share personally identifiable information you provide to us online with representatives within the Department of Transportation's [Operating Administrations](#) and related entities, other Federal government agencies, or other named representatives as needed to speed your request or transaction. In a government-wide effort to combat security and virus threats, we may share some information we collect automatically, such as IP address, with other Federal government agencies.

Also, the law may require us to share collected information with authorized law enforcement, homeland security, and national security activities. See the Privacy Act of 1974 below.

## Choices on How We Use the Information You Provide

Throughout our Web site, we will let you know whether the information we ask you to provide is voluntary or required. By providing personally identifiable information, you grant us consent to use this information, but only for the primary reason you are giving it. We will ask you to grant us consent before using your voluntarily provided information for any secondary purposes, other than those required under the law.

## Information Practices for Children

We do not intentionally collect information from children under the age of 13. If in the future we choose to collect personal information from children, we will comply with the [Children's Online Privacy Protection Act \(COPPA\)](#).

## Cookies or Other Tracking Devices

A "cookie" is a small text file stored on your computer that makes it easy for you to move around a Web site without continually re-entering your name, password, preferences, for example.

We use "session" cookies on our Web site. This means we store the cookie on your computer only during your visit to our Web site. After you turn off your computer or stop using the Internet, the cookie disappears with your personal information. DOT Web sites may use session cookies for technical purposes such as to enable better navigation through the site, or to allow you to customize your preferences for interacting with the site.

A few DOT Web sites may also use "persistent" or "multi-session" cookies on our Web site. This means we store the cookie on your computer even after you visit our Web site. Some of these cookies may collect your personal information. You will be prompted to "opt-in" to the use of cookies that collect your personal information. DOT Web sites may use these cookies to remember you between visits so, for example, you can save your customized preference settings for future visits.

You also have the right to "opt-out" of the use Web measurement and cookie technologies. If you "opt-out," your access to information on our Web site will not be limited. [Click here for instructions on how to opt-out of these technologies.](#)

Each DOT site using persistent cookies identifies itself as doing so. A complete list of the Web measurement and persistent cookie technologies in use on DOT Web sites is provided here.

## Securing Your Information

Properly securing the information we collect online is a primary commitment. To help us do this, we take the following steps:

- Employ internal access controls to ensure that the only people who see your information are those with a need to do so to perform their official duties
- Train relevant personnel on our privacy and security measures
- Secure the areas where we hold hard copies of information we collect online
- Perform regular backups of the information we collect online to insure against loss
- Use technical controls to secure the information we collect online including but not limited to:
  - Secure Socket Layer (SSL)
  - Encryption
  - Firewalls
  - User ID and Password protections
- We periodically test our security procedures to ensure personnel and technical compliance
- We employ external access safeguards to identify and prevent unauthorized tries of outsiders to hack into, or cause harm to, the information in our systems

Tampering with DOT's Web site is against the law. Depending on the offense, it is punishable under the Computer Fraud and Abuse Act of 1986 and the National Information Infrastructure Protection Act.

## Your Rights under the Privacy Act of 1974

The Privacy Act of 1974 protects the personal information the Federal government keeps on you in systems of records (SOR) (information the DOT controls recovered by name or other personal identifier). The Privacy Act regulates how the government can disclose, share, provide access to, and keep the personal information that it collects. The Privacy Act does not cover all information collected online.

The Act's major terms require agencies to:

- Publish a Privacy Act Notice in the Federal Register explaining the existence, character and uses of a new or revised SOR
- Keep information about you accurate, relevant, timely and complete to assure fairness in dealing with you
- Allow you to, on request, access and review your information held in an SOR and request amendment of the information if you disagree with it.

When the DOT collects information from you online that is subject to the Privacy Act (information kept in an SOR), we will provide a Privacy Act Statement specific to that collected information. This Privacy Act Statement tells you:

- The authority for and the purpose and use of the information collected subject to the Privacy Act
- Whether providing the information is voluntary or mandatory
- The effects on you if you do not provide any or all requested information

[View our Privacy Act Notices](#)

## **Our Privacy Practices**

For more information or for comments and concerns on our privacy practices, please contact our Departmental Privacy Officer at [privacy@dot.gov](mailto:privacy@dot.gov).

DOT has conducted Privacy Impact Assessments on applicable systems.

[View our Privacy Impact Assessments](#)

Updated: Friday, June 14, 2013

DOT Privacy Office - Adjudicated - 082514

## Appendix B – Terms of Use for the OSADP

Before completing the user registration process on the OSADP, applicants must accept the Terms of Use. The Terms of Use as of June 30, 2014, are reprinted below. These Terms may be updated from time to time, and Registered Users will be notified of and required to accept any updated versions when they first log in after an update is made.

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Welcome to the Open Source Application Development Portal (OSADP), which is provided by the United States Department of Transportation (herein referred to as "USDOT"). These Terms of Use / Terms of Service govern your use of the websites, content, software and services offered through the OSADP. By accessing and/or using the OSADP you agree to the following terms of use and terms of service, consent to abide by the information practices disclosed on the OSADP and consent to receive required notices and to transact with USDOT electronically.

IN THESE TERMS, "WE," "US," "ITS" AND "OUR" REFER TO THE OSADP AND USDOT; AND "YOU" AND "YOUR" REFER TO YOU. Before using the OSADP, read these Terms relating to your use of this web site carefully.

### 1) USE OF SERVICES

Your access and use of the OSADP constitutes your agreement with the Terms and the OSADP policies ("Policies") posted from time to time and the Privacy Notice, which are incorporated by this reference into the Terms. See the OSADP website to read the Privacy Notice.

If you do not agree to these Terms, then you are not granted rights to use the OSADP or any of its Services, and must refrain from accessing the OSADP and its Services. If you violate any of these Terms, your permission to use the OSADP automatically terminates.

USDOT reserves the right to update and change the Terms, including without limitation the Privacy Statement and other Policies, from time to time. USDOT will alert users of any changes by email. Updates and changes to these Terms will be reflected in and accessible through the URL where such Terms first appeared. Users should periodically review the most recent version of the Terms, including without limitation the Privacy Statement and other Policies. Use of the OSADP after changes to the Terms constitutes acceptance of any changes. It is therefore important that you regularly review these Terms and keep your contact information current to ensure you receive any changes via email.

### 2) REGISTRATION OBLIGATIONS

When requested, each Site user must: (1) personally provide true, accurate, current and complete information on the Site's registration form (collectively, the "Registration Data") and (2) maintain and promptly update the Registration Data as necessary to keep it true, accurate, current and complete. If, after investigation, USDOT has reasonable grounds to suspect that any user's information is untrue, inaccurate, not current or incomplete, USDOT may suspend or terminate that user's account and prohibit any and all current or future use of the Site (or any portion thereof) by that user other than as expressly provided herein. Each user will receive passwords and account designations upon completing

certain Site registration processes and is wholly responsible for maintaining the confidentiality thereof and wholly liable for all activities occurring thereunder. USDOT cannot and will not be liable for any loss or damage arising from a user's failure to comply with this Section, including any loss or damage arising from any user's failure to: (1) immediately notify USDOT of any unauthorized use of his or her password or account or any other breach of security; and (2) ensure that he or she exits from his or her account at the end of each session. You represent and warrant that you are of legal age in your jurisdiction to create binding contractual and financial obligations and to assume any liability that you may incur as a result of your use of the Sites. You must be 13 years of age or older to use the Sites. If you are at least 13 years of age, but under the age of 18, your parent or legal guardian, as applicable, must expressly consent to your use of the Site. The Site is not intended for those under the age of 13. Use of the Site is void where prohibited. USDOT handles user Registration Data in accordance with the Site's [Privacy Notice](#).

### **3) APPROPRIATE CONDUCT AND RELATED USER REPRESENTATIONS AND WARRANTIES**

As used throughout these Terms, "Content" means any text, data, software, music, sound, photograph, graphic, video, message, or material created, transmitted or stored using the OSADP. You agree that you are responsible for your own conduct and any Content that you or anyone using your account creates, transmits or displays when on the OSADP ("Your Content") and for any consequences thereof.

When you create or make available Your Content, you thereby represent and warrant that:

- You own or have sufficient rights to post and distribute Your Content posted by, on or through the OSADP;
- The posting of Your Content on or through the OSADP does not violate the privacy rights, publicity rights, copyrights, or other intellectual property, contract rights or any other rights of any person;
- You have fully complied with any third-party licenses relating to the use and distribution of Your Content, agree to pay for all royalties, fees and any other monies owing any person by reason of any of Your Content that you posted to or through the OSADP;
- Your Content does not constitute, contain, install or attempt to install any viruses, worms, Trojan horses, malicious code or other harmful or destructive content that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;
- Your Content is not unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, nor does it contain explicit or graphic descriptions or accounts of: sexual acts, bodily waste functions, criminal activity or the intent to commit any of the above;
- If your employer has rights to Content or other intellectual property you create, you have either
  1. received permission from your employer to make available Your Content, or

2. secured from your employer a waiver as to all rights in or to Your Content;
- Your Content does not inundate the Website with communications or other traffic suggesting no serious intent to use the Website for its stated purpose;
  - Your Content does not otherwise violate, or link to material that violates any provision of this Agreement, or any other local, state or federal law.
  - Your Content does not contain content that endorses, promotes or incites racism, bigotry, discrimination, harassment, hatred, or physical harm of any kind against another group or individual;
  - You do not share the account or contact information provided in the user profile and/or user details of other OSADP users with entities outside the OSADP user community for reasons other than government purposes;
  - You do not use the account or contact information provided in the user profile and/or user details of other OSADP users to sell your wares, company or product or to spam users; and

YOU AGREE TO USE THE OSADP IN ACCORDANCE WITH THESE TERMS AND ANY APPLICABLE OSADP POLICIES, AND ONLY FOR PURPOSES THAT ARE LEGAL.

#### **4) PERMISSION TO USE THE OSADP**

In consideration for your agreement to the terms and conditions contained here, USDOT grants you access to and use of the OSADP. You may use Content offered for downloading, such as software, source code, and documents subject to the rules that accompany that particular Content.

You may not use the Content in a manner that exceeds the rights granted for your use of the Content. You may not circumvent any mechanisms included in the Content for preventing the unauthorized reproduction or distribution of the Content. You may not use any data mining, robots, or similar data gathering and extraction tools on the Content to frame any portion of the OSADP or Content, or to reproduce, reprint, copy, store, publicly display, broadcast, transmit, modify, translate, port, publish, sublicense, assign, transfer, sell, loan, or otherwise distribute the Content without our prior written consent.

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