# Overview of Incident Collection Form

# Including screen flows and privacy notice information

This document illustrates the possible screen flows of the Incident Collection Form developed as part of the Cybercrime Support Network SLTT Reporting and Threat Information Sharing Pilot project.

The Form includes explicit privacy notice information to clearly explain to submitters how their information will be used and shared. This privacy notice information is presented at 2 key times in the form flow:

- 1. <u>Notifications Screen</u>: At the very beginning of the form, before the user has begun to fill out any data entry fields.
- 2. <u>Sign & Submit Screen</u>: At the end of the form, just before the completed form is submitted by the user. The user must explicitly acknowledge these statements at this point in order to submit their data. A more detailed Privacy Policy document is also available via hyperlink from this screen.

Both of these privacy notice screens include the following key information:

- The information reported will be forwarded to applicable law enforcement or regulatory agencies with jurisdiction to investigate as appropriate. Investigation and prosecution are at the discretion of the receiving agencies. CSN does not conduct investigations and is not able to provide investigative status of filed complaints.
- After removing personal details, the information you have provided will also be used to identify existing and emerging cyber threats so we can help others recover from and avoid similar incidents.
- Information submitted in this form and shared with the relevant state authorities may be subject to applicable state disclosure or "sunshine" laws.

The Notifications Screen also includes the Paperwork Reduction Act Burden Statement. The OMB Control Number and Expiration Date are included on the Notifications and Sign & Submit Screens,

In addition, all data entry screens include visual indicators of which fields are required vs optional. The only required data fields are:

- Victim First Name and Last Name
- Victim State (to assist in routing to proper Law Enforcement)
- Incident Description (freeform text)

Please note that the flows presented in this document illustrates the most detailed possible scenario in which the user enters ALL optional information and includes multiple transactions, offenders, and witnesses. The typical user scenario will involve fewer screens and fields than are shown here.

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# **Initial Notifications**

#### **Notifications Screen**

This initial screen includes the following key privacy messages::

- The information reported will be forwarded to applicable law enforcement or regulatory agencies with jurisdiction to investigate as appropriate. Investigation and prosecution are at the discretion of the receiving agencies. CSN does not conduct investigations and is not able to provide investigative status of filed complaints.
- After removing personal details, the information you have provided will also be used to identify existing and emerging cyber threats so we can help others recover from and avoid similar incidents.
- Information submitted in this form and shared with the relevant state authorities may be subject to applicable state disclosure or "sunshine" laws.

This initial screen also includes the following Paperwork Reduction Act Burden Statement, and the OMB Control Number and Expiration Date.

• The public reporting burden to complete this information collection is estimated at 15 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 voluntary. 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/SED, 1110 N. Glebe Rd, CISA - NGR STOP 0645, Arlington, VA 20598-0645, ATTN: PRA [OMB Control No. 1670-NEW].

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#### **NOTIFICATIONS**

Please indicate that you understand the disclaimers by clicking "Save & Continue" below.



If you or someone else is in immediate danger, please call 911 or your local police.



The information reported will be forwarded to applicable law enforcement or regulatory agencies with jurisdiction to investigate as appropriate. Investigation and prosecution are at the discretion of the receiving agencies. CSN does not conduct investigations and is not able to provide investigative status of filed complaints.



After removing personal details, the information you have provided will also be used to identify existing and emerging cyber threats so we can help others recover from and avoid similar incidents.



Information submitted in this form and shared with the relevant state authorities may be subject to applicable state disclosure or "sunshine" laws.



Filing an incident does not serve as notification to your credit card company that you are disputing unauthorized charges placed on your card or that your credit card number may have been compromised. You should contact your credit card company directly to notify them of your specific concerns, if any.

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Continue

#### Paperwork Reduction Act Burden Statement

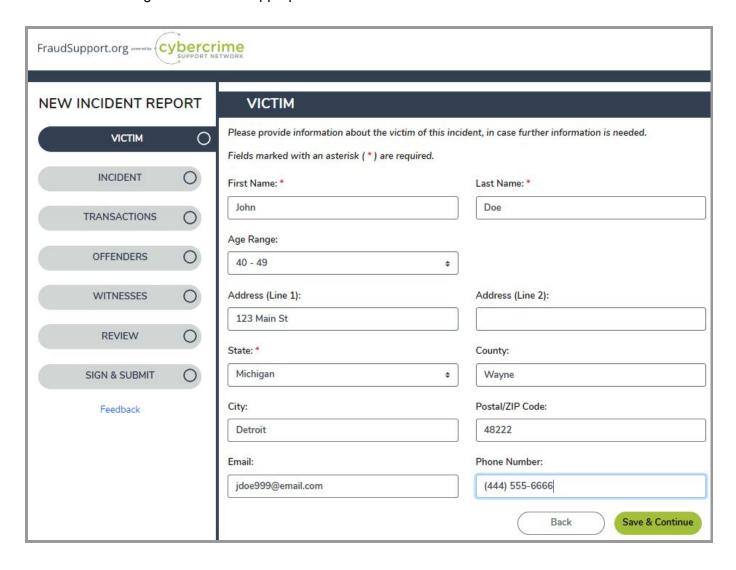
The public reporting burden to complete this information collection is estimated at 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and the completing and reviewing the collected information. The collection of information is voluntary. 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/SED, 1110 N. Glebe Rd, CISA - NGR STOP 0645, Arlington, VA 20598-0645, ATTN: PRA [OMB Control No. 1670-NEW].

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# Victim Tab

#### **Victim Entry Screen**

As indicated, the only required fields on this screen are First Name, Last Name, and State. State is required to limit participation to our pilot states (see <u>Victim Entry Screen - Non-Pilot States</u>) and to aid in routing the incident to appropriate law enforcement.

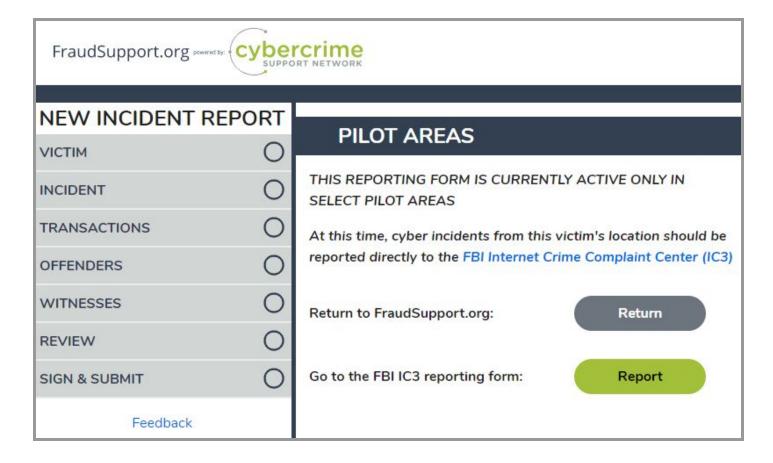


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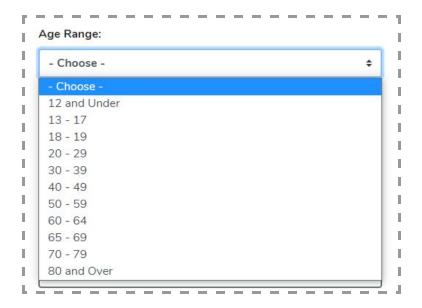
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#### Victim Entry Screen: Non-Pilot States

During the pilot, the vast majority of users from non-pilot states will not even reach this Form, as FrausSupport.org will route them here only if their IP address indicates a pilot state location. However, for the small number of users that may reach this Form inadvertently (because their IP address inaccurately indicates a pilot state, through the use of a VPN, for example), the Form itself will handle redirecting them. If the victim state selected above is not among the five pilot states (RI, MI, MS, NC, UT), then the user will be taken to the screen below and will not be able to continue with this Form.



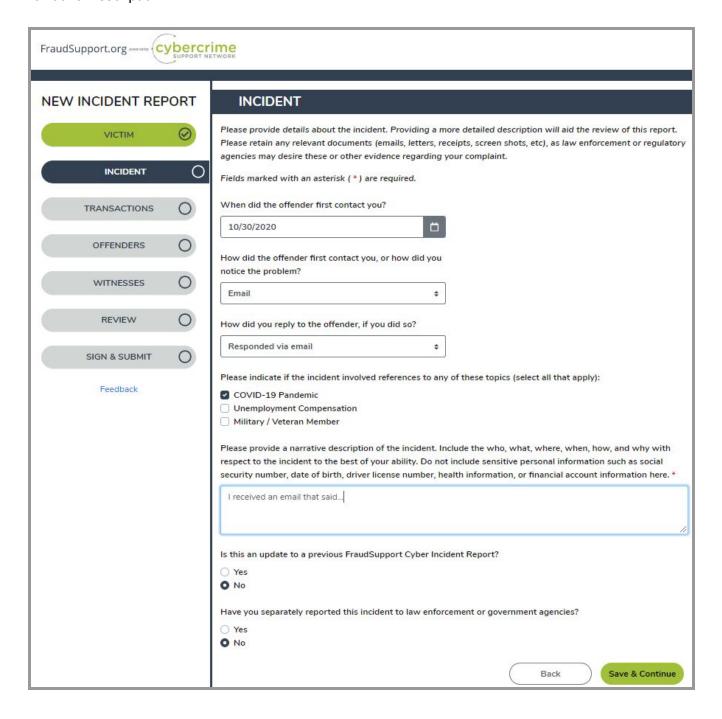
## Victim Entry Screen: Drop-down / Selection Boxes



# **Incident Tab**

#### **Incident Entry Screen**

This screen is for entry of Incident details. As indicated, the only required field on this screen is the narrative Description.

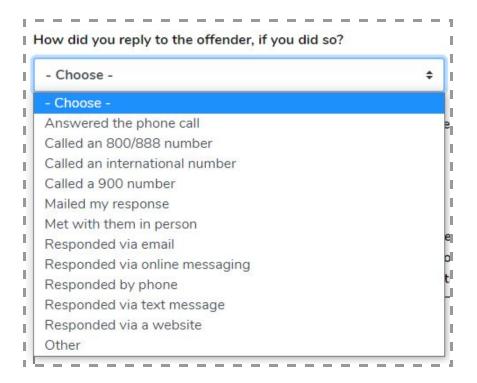


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#### Incident Entry Screen: Drop-down / Selection Boxes





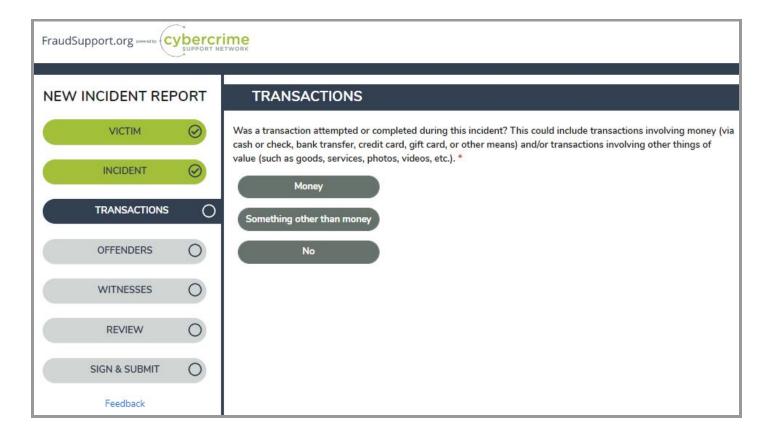
# If "Yes" is selected on the questions below, optional follow-up text boxes appear.

Is this an update to a previous FraudSupport Cyber Incident Repo	ort?
• Yes	
○ No	
Previous FraudSupport Cyber Incident Report ID:	
Have you separately reported this incident to law enforcement or	government agencies?
O Yes	
○ No	
Please provide details about your interaction with law enforceme	ent or government agencies. Include agency names, phone
numbers, dates, and report numbers if known.	

# **Transaction Tab**

#### **Transaction Selection Screen**

On the initial screen of the Transactions tab, the user can opt to enter multiple Monetary or Non-Monetary transactions (or neither).

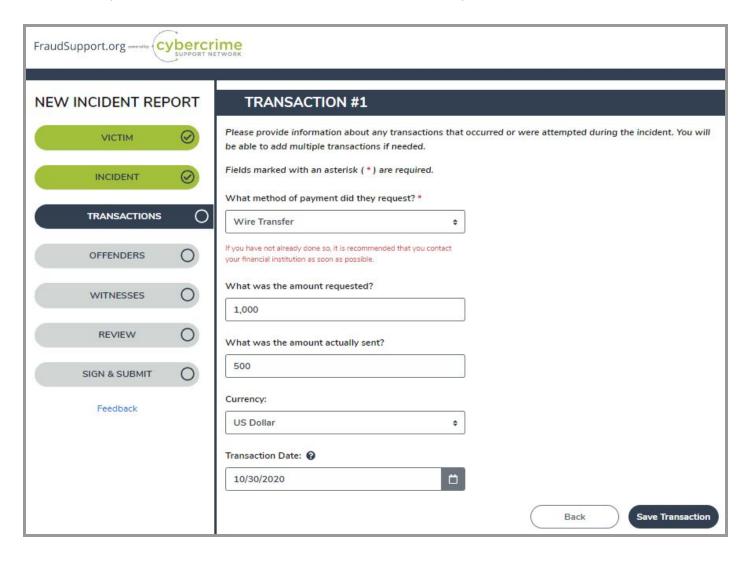


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#### **Monetary Transaction Entry Screen (optional)**

This screen is optional. It is only presented if the user opts to do so from the Transaction Selection screen. If they do choose to enter such a transaction, Method of Payment is required.



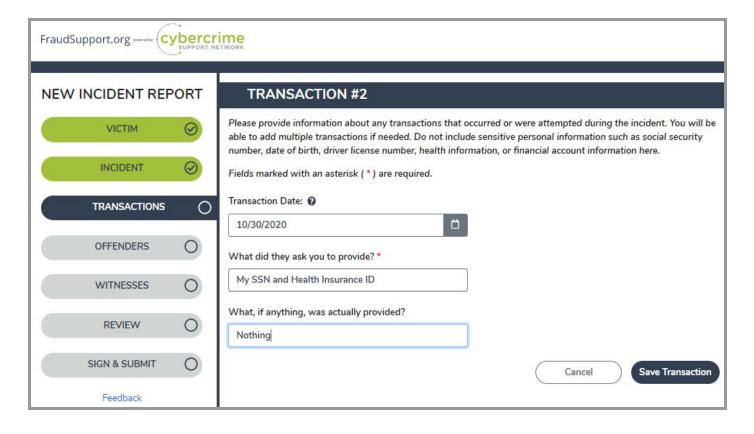
#### Monetary Transaction Entry Screen: Drop-down / Selection Boxes





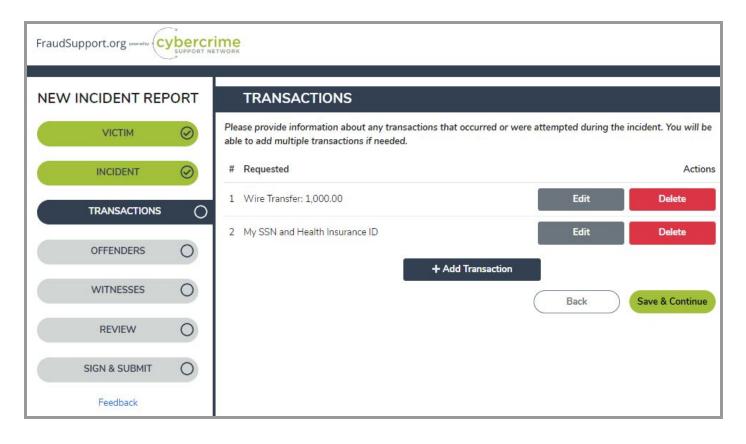
#### **Non-Monetary Transaction Entry Screen (optional)**

This screen is optional. It is only presented if the user opts to do so from the Transaction Selection screen. If they do choose to enter such a transaction, Info Provided is required.



#### Transaction(s) List Screen

This screen is only presented after/if the user has (optionally) entered one or more Transactions. It gives the user the option to edit or delete those Transactions, or add more.



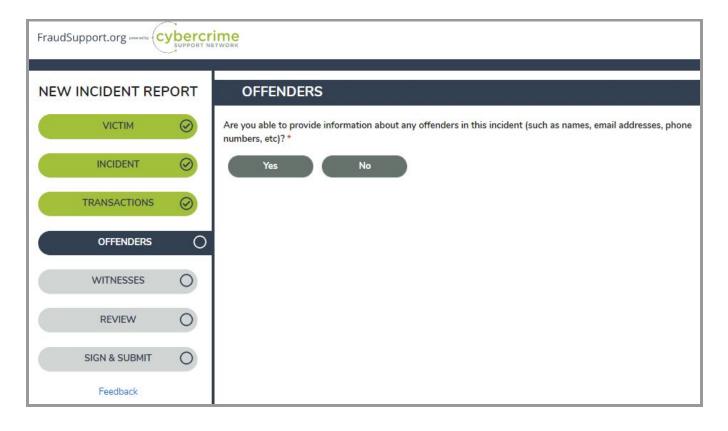
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# Offender Tab

#### **Offender Selection Screen**

On the initial screen of the Offenders tab, the user can opt to enter multiple Offenders (or none).

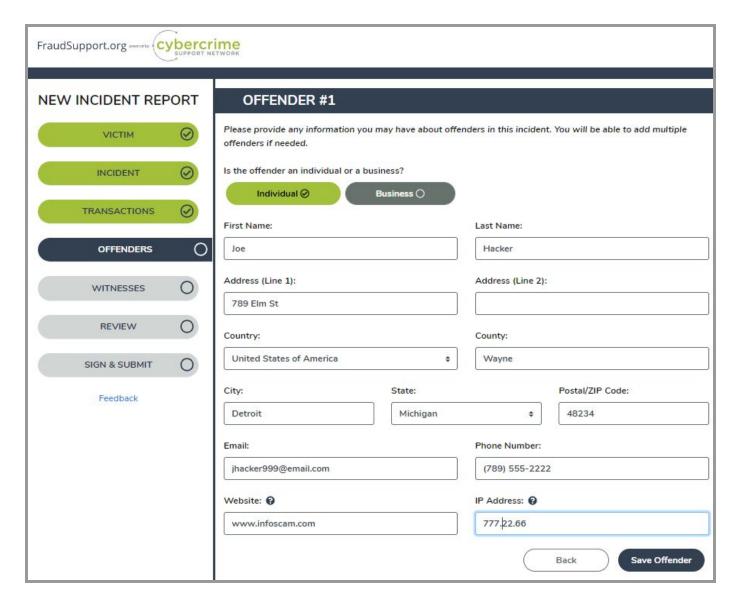


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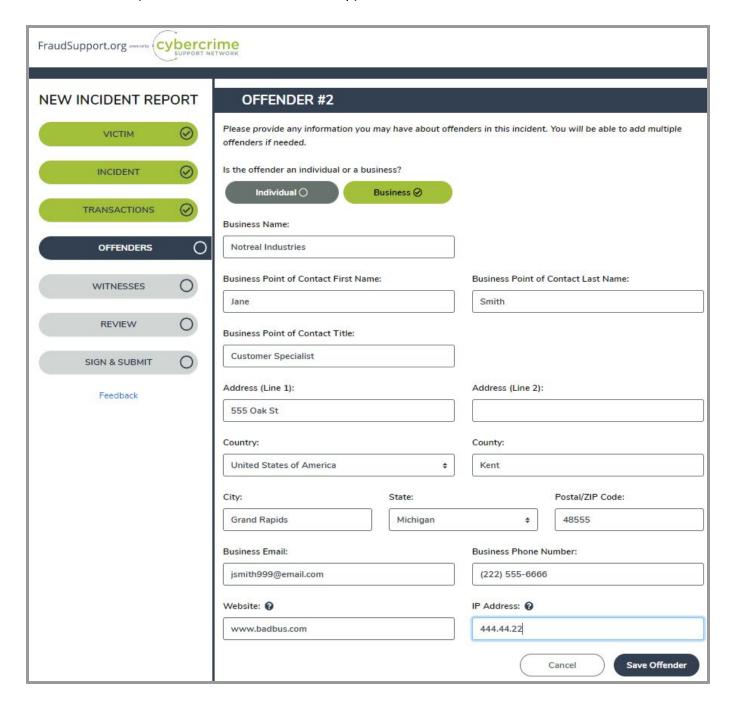
#### Offender Entry Screen (optional) - Individual Version

This screen is optional. It is only presented if the user opts to enter an Offender from the Offender Selection screen (and selects "Individual" at the top).



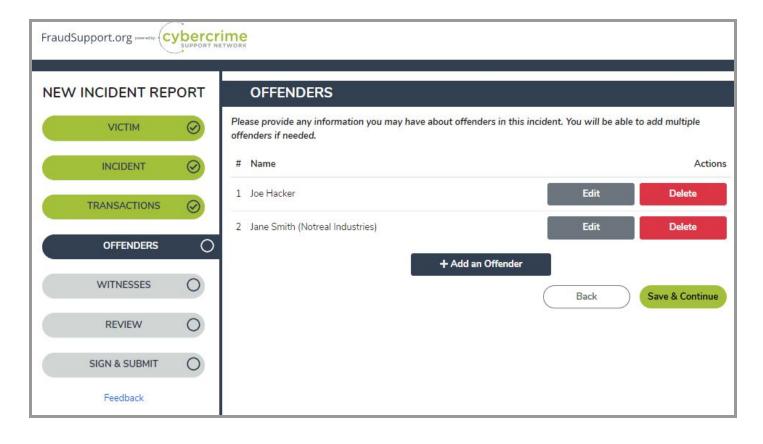
#### Offender Entry Screen (optional) - Business version

This screen is optional. It is only presented if the user opts to enter an Offender from the Offender Selection screen (and selects "Business" at the top).



#### Offender(s) List Screen

This screen is only presented after/if the user has (optionally) entered one or more Offenders. It gives the user the option to edit or delete those Offenders, or add more.



# Witness Tab

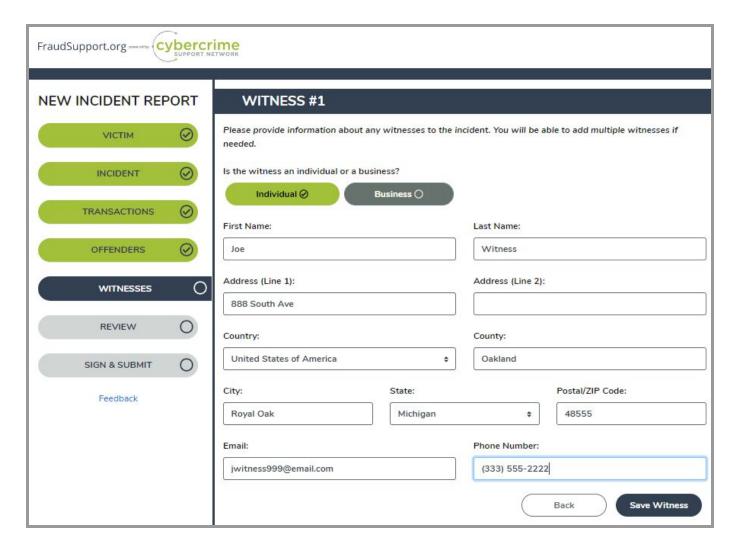
#### Witness Selection Screen

On the initial screen of the Witnesses tab, the user can opt to enter multiple Witnesses (or none).



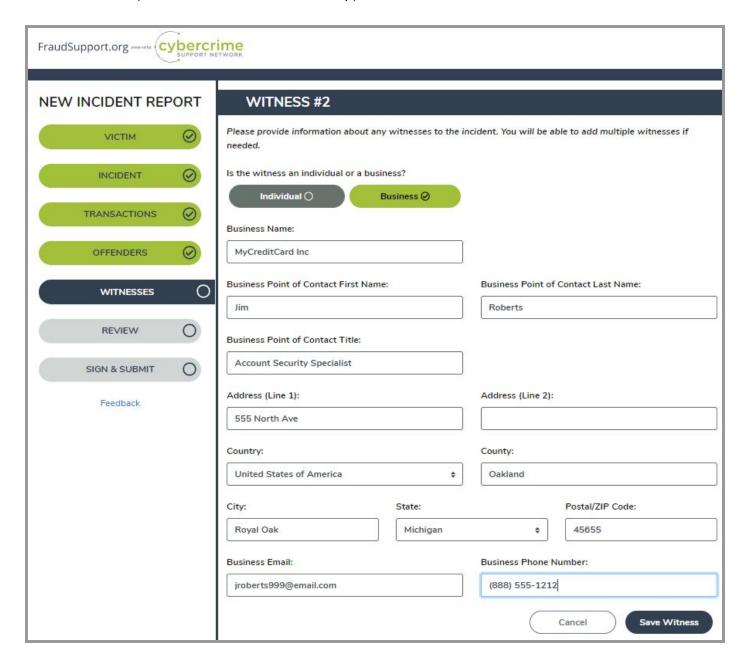
### Witness Entry Screen (optional) - Individual Version

This screen is optional. It is only presented if the user opts to enter a Witness from the Witness Selection screen (and selects "Individual" at the top).



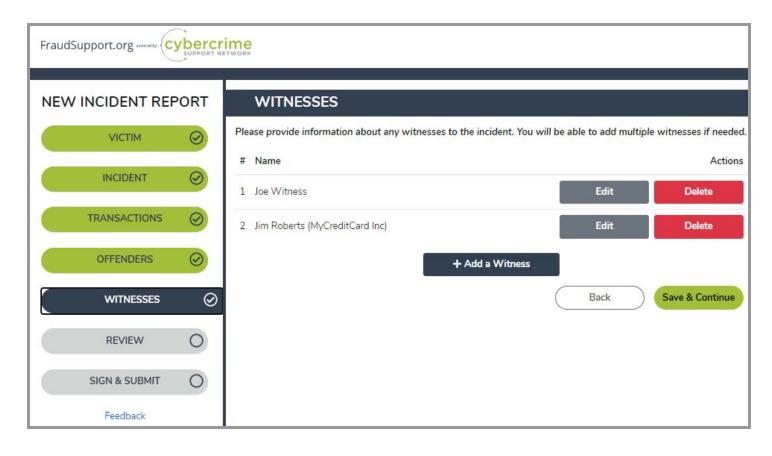
### Witness Entry Screen (optional) - Business Version

This screen is optional. It is only presented if the user opts to enter a Witness from the Witness Selection screen (and selects "Business" at the top).



#### Witness(es) List Screen

This screen is only presented after/if the user has (optionally) entered one or more Witnesses. It gives the user the option to edit or delete those Witnesses, or add more.



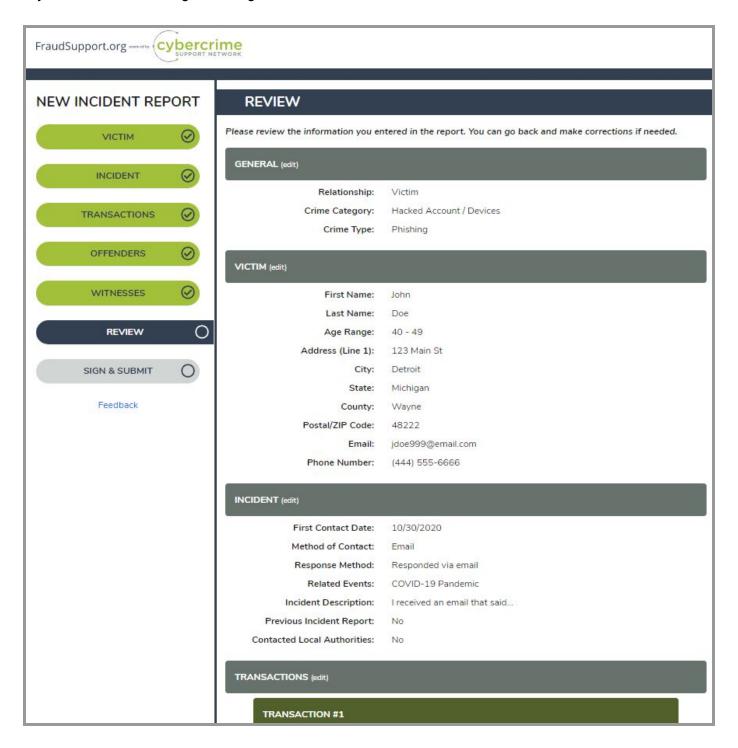
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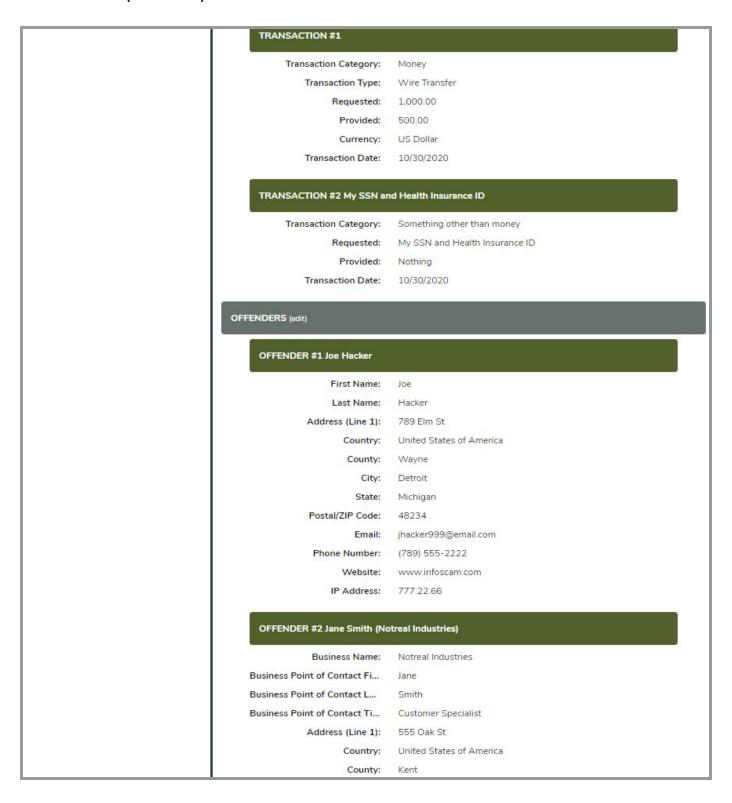
# **Review Tab**

#### **Review Screen**

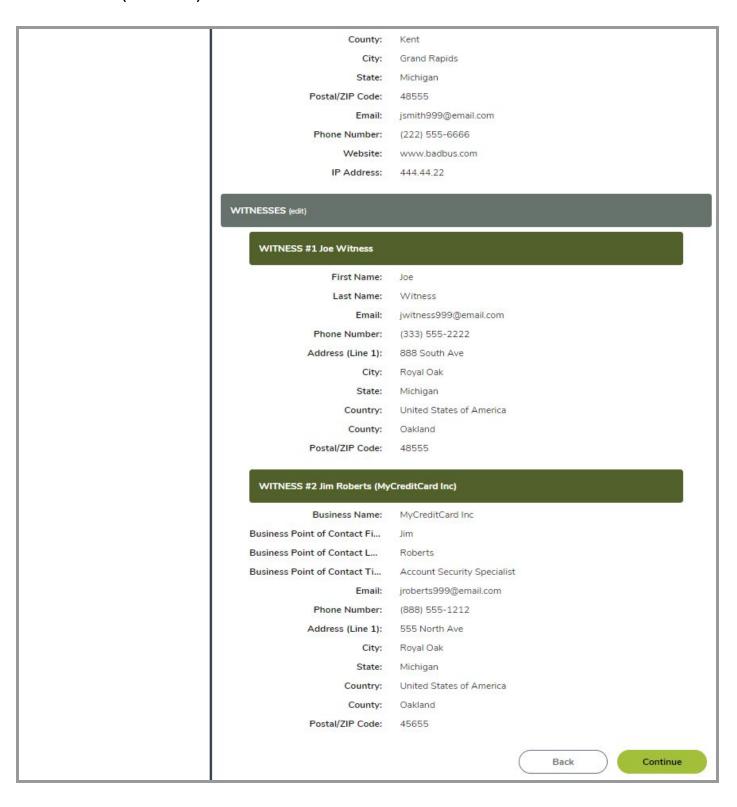
This screen presents the user with all of the information they entered and gives them a chance to edit any entries before moving to the Sign & Submit screen.



#### **Review Screen (continued)**



#### **Review Screen (continued)**



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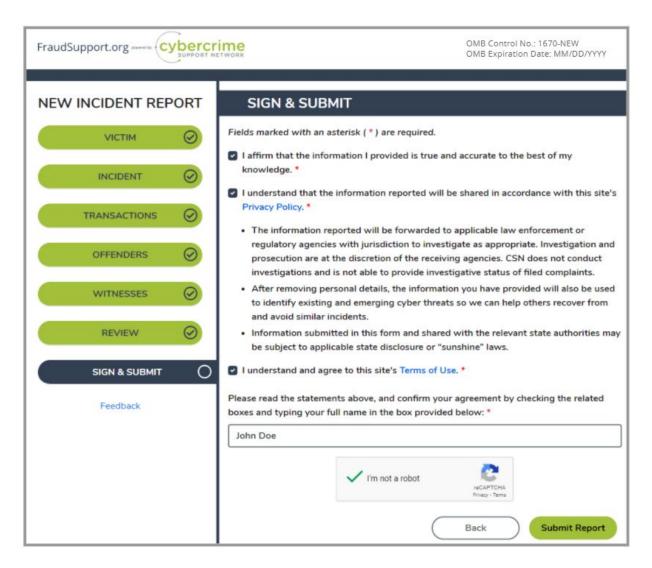
# Sign & Submit Tab

#### Sign & Submit Screen

This final pre-submission screen includes the following key privacy messages, that the user must now explicitly acknowledge prior to submission:

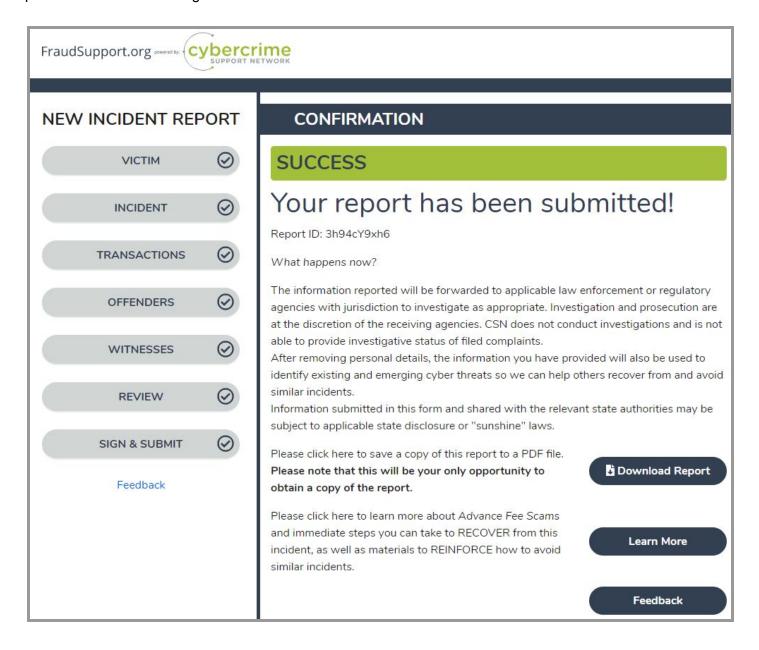
- The information reported will be forwarded to applicable law enforcement or regulatory agencies with jurisdiction to investigate as appropriate. Investigation and prosecution are at the discretion of the receiving agencies. CSN does not conduct investigations and is not able to provide investigative status of filed complaints.
- After removing personal details, the information you have provided will also be used to identify existing and emerging cyber threats so we can help others recover from and avoid similar incidents.
- Information submitted in this form and shared with the relevant state authorities may be subject to applicable state disclosure or "sunshine" laws.

It also includes links to more detailed Privacy Policy and Terms of Use documents (see Appendix), and the OMB Control Number and Expiration Date.



#### **Success Screen**

This screen confirms to the user that their incident has been submitted, and includes reminders of the privacy messages previously presented and acknowledged. This screen also allows the user to save a PDF copy of the incident report. This PDF copy includes the privacy messages previously presented and acknowledged.



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# **Appendix A: User Copy of Incident Report (PDF)**

Report ID: 6hBH8Gd2bF FraudSupport.org

Date Submitted: 11/2/2020 11:29 am EST

# FraudSupport Cyber Incident Report

Thank you for submitting this cyber incident report.

This copy includes personal/sensitive information and should be secured appropriately.

#### GENERAL

Relationship: Victim

Crime Category: Hacked Account / Devices

Crime Type: Phishing

#### VICTIM

First Name: John

Last Name: Doe

Age Range: 40 - 49

Address (Line 1): 123 Main St

City: Detroit

State: Michigan

County: Wayne

Postal/ZIP Code: 48222

Email: jdoe999@email.com

Phone Number: (444) 555-6666

#### INCIDENT

First Contact Date: 10/30/2020

Method of Contact: Email

Response Method: Responded via email

Related Events: COVID-19 Pandemic

Incident Description: I received an email that said...

Previous Incident Report: No

Contacted Local Authorities: No

#### TRANSACTIONS

#### TRANSACTION #1

Transaction Category: Money

Transaction Type: Wire Transfer

Requested: 1,000.00

Provided: 500.00

Currency: US Dollar

Transaction Date: 10/30/2020

### TRANSACTION #2 My SSN and Health Insurance ID

Transaction Category: Something other than money

Requested: My SSN and Health Insurance ID

Provided: Nothing

Transaction Date: 10/30/2020

#### **OFFENDERS**

#### **OFFENDER #1 Joe Hacker**

First Name: Joe

Last Name: Hacker

Address (Line 1): 789 Elm St

Country: United States of America

County: Wayne

City: Detroit

State: Michigan

Postal/ZIP Code: 48234

Email: jhacker999@email.com

Phone Number: (789) 555-2222

Website: www.infoscam.com

IP Address: 777.22.66

#### OFFENDER #2 Jane Smith (Notreal Industries)

Business Name: Notreal Industries

Business Point of Contact F Jane

Business Point of Contact L Smith

Business Point of Contact T Customer Specialist

Address (Line 1): 555 Oak St

Country: United States of America

County: Kent

City: Grand Rapids

State: Michigan

Postal/ZIP Code: 48555

Email: jsmith999@email.com

Phone Number: (222) 555-6666

Website: www.badbus.com

IP Address: 444.44.22

#### WITNESSES

#### WITNESS #1 Joe Witness

First Name: Joe

Last Name: Witness

Email: iwitness999@email.com

Phone Number: (333) 555-2222

Address (Line 1): 888 South Ave

City: Royal Oak

State: Michigan

Country: United States of America

County: Oakland

Postal/ZIP Code: 48555

### WITNESS #2 Jim Roberts (MyCreditCard Inc)

Business Name: MyCreditCard Inc

Business Point of Contact F Jim

Business Point of Contact L Roberts

Business Point of Contact T Account Security Specialist

Email: jroberts999@email.com

Phone Number: (888) 555-1212

Address (Line 1): 555 North Ave

City: Royal Oak

State: Michigan

Country: United States of America

County: Oakland

Postal/ZIP Code: 45655

#### ACKNOWLEDGMENT

I affirm that the information I provided is true and accurate to the best of my knowledge.

I understand that the information reported will be shared in accordance with this site's Privacy Policy.

The information reported will be forwarded to applicable law enforcement or regulatory
agencies with jurisdiction to investigate as appropriate. Investigation and prosecution are at the
discretion of the receiving agencies. CSN does not conduct investigations and is not able to

provide investigative status of filed complaints.

After removing personal details, the information you have provided will also be used to identify
existing and emerging cyber threats so we can help others recover from and avoid similar
incidents.

 Information submitted in this form and shared with the relevant state authorities may be subject to applicable state disclosure or "sunshine" laws.

I understand and agree to this site's Terms of Use.

Digital Signature:

John Doe

# **Appendix B: CSN Data Privacy Policy Document**

#### PRIVACY POLICY

This Privacy Policy describes the privacy practices of Cybercrime Support Network ("CSN") in connection with cybercrimesupport.org; fraudsupport.org; criss.fraudsupport.org; and scamspotter.org, or any other website we own or control and which posts or links to this Privacy Policy (collectively, the "Sites"). This Privacy Policy also describes the rights and choices available to individuals with respect to their information.

#### **Table of Contents**

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- How We Use Your Personal Information
- How We Share Personal Information
- Your Choices
- Third-Party Sites and Services
- Security Practices
- Changes to this Privacy Policy
- How to Contact Us

#### **Personal Information We May Collect**

**Information you provide to us**. We collect personal information you provide to us through the Site. This includes:

- Information you may provide to subscribe to ongoing newsletters, reports, or other communication, or to send us feedback, such as name and e-mail address.
- Information you may provide when reporting a cyber incident, such as first and last names, age range, e-mail and mailing addresses, contact information, and other information relating to the cyber incident you are reporting.

**Information we obtain from other third parties**. We may receive personal information about you from third-party sources. For example, a business partner may share your contact information with us if you have expressed interest in learning specifically about our services, or the types of products or services we offer. We may obtain your personal information from other third parties, such as publicly available sources and data providers.

Cookies and Other Information Collected by Automated Means. We, our service providers, and our business partners may automatically log information about you, your computer or mobile device, and activity occurring on or through the Site, including but not limited to, your computer or mobile device operating system type and version number, manufacturer and model, device identifier, browser type, IP address, your media access control (MAC) address, the website you visited before browsing to our website, general location information such as city, state or geographic area; information about your use of and actions on the Site, such as pages or screens you viewed, how long you spent on a page or screen, navigation paths between pages or screens, information about your activity on a page or screen, access times, and length of access; and other personal information. Our service providers and business partners may collect this type of information over time and across third-party websites and mobile applications.

On our webpages, this information is collected using cookies, browser web storage (also known as locally stored objects, or "LSOs"), web beacons, and similar technologies.

A "cookie" is a text file that websites send to a visitor's computer or other internet-connected devices to identify the visitor's browser uniquely or to store information or settings in the browser. Browser web storage, or LSOs, is used for similar purposes as cookies. Browser web storage enables the storage of a larger amount of data than cookies. A "web beacon," also known as a pixel tag or clear GIF, is typically used to demonstrate that a webpage was accessed or that certain content was viewed, typically to compile statistics about usage of our webpages.

Web browsers may offer users of our website the ability to disable receiving certain types of cookies; however, if cookies are disabled, some features or functionality of our websites may not function correctly.

#### **How We Use Your Personal Information**

We use your personal information for the following purposes:

To operate the Site. We use your personal information to:

- provide, operate, and improve the Site and services;
- provide information about our services;
- communicate with you about the Site, including by sending you updates, security alerts, and support and administrative messages;
- provide support and maintenance for the Site;
- to respond to your requests, questions, and feedback.

**For research and development**. We analyze use of the Site to improve the Site and services, and to develop new services, including:

- by studying user demographics;
- creating summaries for purposes of public reporting; and
- for statistical analysis (e.g., to identify trends such as high-volume and emerging threats) and testing purposes.

**To comply with the law**. We use your personal information as we believe necessary or appropriate to comply with:

- applicable laws;
- lawful requests; and
- legal process, such as to respond to subpoenas or requests from government authorities or others.

For compliance, fraud prevention, and safety. We may use your personal information and disclose it to:

- law enforcement;
- government authorities; and
- private parties as we believe necessary or appropriate to:

- o protect our, your or others' rights, privacy, safety, or property (including by making and defending legal claims);
- o enforce the terms and conditions that govern the Site and our services; and
- o protect, investigate, and deter against fraudulent, harmful, unauthorized, unethical, or illegal activity.

With your consent. In some cases, we may specifically ask for your consent to:

• collect, use, or share your personal information, such as when required by law.

#### To create anonymous, aggregated, or de-identified data. We may:

- create anonymous, aggregated, or de-identified data from your personal information and
  other individuals whose personal information we collect; Once we anonymize, aggregate,
  or de-identify your personal information, it will not be considered as personal
  information for purposes of this privacy policy unless later linked to your personal
  information.
- use this anonymous, aggregated, or de-identified data and share it with third parties for lawful purposes, including to identify emerging cybersecurity threats and trends, promote cybersecurity education and awareness, improve the Site and our services, and promote our organization.

#### **How We Share Personal Information**

We do not share your personal information with third parties without your consent, except in the following circumstances or as described in this Privacy Policy:

Law Enforcement and Regulatory Agencies: When you submit an incident report via criss.fraudsupport.com, we may share your personal information with law enforcement and regulatory agencies, including:

- various federal law enforcement and regulatory agencies;
- various non-federal law enforcement and regulatory agencies, including state, local, tribal, and territorial (SLTT) law enforcement; and
- law enforcement and regulatory agencies may use any information disclosed for their own internal purposes and may redisclose the information to other federal, state, local, or international law enforcement or regulatory agencies for possible investigations.

**Service Providers:** We may share your personal information with:

• third-party companies, organizations, or individuals that provide services on our behalf or help us operate the Site (such as customer support, hosting, analytics, e-mail delivery, and database management services). These third parties may use your personal information only as directed or authorized by us and are prohibited from using or disclosing your information for any other purpose.

**Professional advisors**. We may disclose your personal information to professional advisors, such as:

• lawyers, bankers, auditors, and insurers, where necessary in the course of the professional services they render to us.

For compliance, fraud prevention, and safety. We may share your personal information for:

• compliance, fraud prevention, and safety purposes.

**Business transfers**. We may sell, transfer or otherwise share some or all of our business or assets, including:

• your personal information, in connection with a business transaction (or potential business transaction) such as a divestiture, merger, consolidation, acquisition, reorganization or sale of assets, or in the event of bankruptcy or dissolution.

#### **Your Choices**

In this section, we describe the rights and choices available to all users.

Cookies & Browser Web Storage. We may allow service providers and other third parties to use cookies and similar technologies to track your browsing activity over time and across the Site and third-party websites.

- Most browsers let you remove or reject cookies. To do this, follow the instructions in your browser settings. Many browsers accept cookies by default until you change your settings.
- Please note that if you set your browser to disable cookies, the Site may not work correctly.
- Similarly, your browser settings may allow you to clear your browser web storage.

**Do Not Track**. Some internet browsers may be configured to send "Do Not Track" signals to the online services that you visit. We currently do not respond to "Do Not Track" or similar signals. To find out more about "Do Not Track," please visit <u>allaboutdnt.com</u>.

#### **Third-Party Sites and Services**

This Site may contain links to other websites, mobile applications, and other online services and functionalities operated by third parties. These links are not an endorsement of, or representation that we are affiliated with, any third party. In addition, our content may be included on web pages or in mobile applications or online services that are not associated with us. We do not control third-party websites, mobile applications or online services, and we are not responsible for their actions. Other websites, mobile applications and services follow different rules regarding the collection, use, and sharing of your personal information. We encourage you to read the privacy policies of the other websites, mobile applications, and online services you use or that we present to you throughout the Site.

#### Security Practices

We employ reasonable organizational, technical, and physical safeguards designed to protect the personal information we collect. However, security risk is inherent in all internet and information technologies, and we cannot guarantee the security of your personal information.

#### **Changes to this Privacy Policy**

We reserve the right to modify this Privacy Policy at any time. If we make material changes to this Privacy Policy, we will notify you by updating the date of this Privacy Policy and posting it on the Site. We may, and if required by law, will also provide notification of changes in another way that we believe is reasonably likely to reach you, such as via e-mail (if you have an account where we have your contact information) or another manner through the Site.

Any modifications to this Privacy Policy will be effective upon our posting the new terms and/or upon implementation of the latest changes on the Site (or as otherwise indicated at the time of posting). In all cases, your continued use of the Site after the posting of any modified Privacy Policy indicates your acceptance of the terms of the modified Privacy Policy. If you do not accept this Privacy Policy, you must discontinue use of the Site immediately.

#### **How to Contact Us**

Please direct any questions or comments about this Policy or privacy practices to: info@cybercrimesupport.org. Please also include in your communication the website or service you are reaching to us about. You may also write to us via postal mail at:

Cybercrime Support Network Attn: Privacy Inquiry 2232 S. Main St. #422 Ann Arbor, MI 48103

## **Appendix C: CSN Terms of Use Document**

#### **TERMS OF USE**

These Terms of Use govern your access to, and use of, the websites operated on or behalf of Cybercrime Support Network ("CSN") in connection with cybercrimesupport.org; fraudsupport.org; and scamspotter.org, or any other website we own or control and which posts or links to these Terms of Use (collectively, the "Sites").

THESE TERMS OF USE INCLUDE A CLASS ACTION WAIVER AND REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN COURTS OR JURY TRIALS, AND LIMITS THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE.

#### 1) ACCEPTANCE OF TERMS OF USE

Please carefully read the following Terms before using the Site. By accessing or using the Site, you acknowledge that you have read, understood, and agree to be bound by these Terms, which form an agreement that is effective as if you had signed it. If at any time you do not agree to these Terms, please do not access or use the Site or any of its content.

YOUR ACCESS TO THE SITE AND ITS CONTENTS ARE SUBJECT TO ALL TERMS CONTAINED IN THESE TERMS OF USE AND CSN'S PRIVACY POLICY AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOUR PERMISSION TO ACCESS OR USE THE SITE IS AUTOMATICALLY AND IMMEDIATELY REVOKED.

These Terms may be revised or updated from time to time. Accordingly, you should check the Terms regularly for updates. You can determine when the Terms were last revised by referring to the "Last Revised" legend at the top of this page. Each time you access or use the Site, you signify your acceptance of the then-current Terms. Any changes in these Terms take effect upon posting and apply only to use of the Site and the information collected from you on and after the Last Revised date, unless CSN provides notice or have other communications with you.

#### 2) PERMITTED USE OF WEBSITES

The content available through the Site, including without limitation text, graphics, logos, icons, images, media, data, animation, and other information and materials (collectively, the "Content") is the sole and exclusive property of CSN and/or its partners and licensors. You agree not to reproduce, duplicate, modify, copy, sell, resell, or exploit for any commercial purpose, any portion of the Site or the Content other than as expressly authorized by CSN in writing. Use of the Site or the Content in any way not expressly permitted by these Terms is prohibited.

You may not duplicate, publish, display, modify, distribute, perform, reproduce, copy, sell, resell, exploit, or create derivative works from any part of the Site or the Content unless expressly authorized by CSN in writing. You agree that you will not remove, obscure, or modify any acknowledgments, credits, or legal, intellectual property or proprietary notices, or marks, or logos contained within the Site or in the Content.

#### 3) PRIVACY POLICY

Please review the Privacy Policy for the Site. If you do not agree with the Privacy Policy, you are not authorized to use the Site. The terms of the Privacy Policy are incorporated herein by this reference.

#### 4) PROPRIETARY RIGHTS

You acknowledge and agree that, as between CSN and you, all right, title, and interest in and to the Site and the Content, including without limitation any patents, copyrights, trademarks, trade secrets, inventions, know-how, and all other intellectual property rights are owned exclusively by CSN or its partners and licensors, are valid and enforceable, and are protected by United States intellectual property laws and other applicable laws.

#### **COPYRIGHT:**

All Content included in the website is the copyright and property of CSN and its partners or content suppliers and protected by U.S. and international copyright laws. Permission is granted to electronically copy and print hard copy portions of front-end the Site forms for the sole purpose of using the Site as a personal or internal resource or otherwise for its intended purposes. Any other use, including the reproduction, modification, distribution, transmission, republication, display or performance, of the Content of the Site, is strictly prohibited.

#### **TRADEMARKS:**

The trademarks, service marks, logos, slogans, trade names, and trade dress used on the Site are proprietary to CSN, partners, or its licensors. Unauthorized use of any trademark of CSN may be a violation of federal or state trademark laws. Any third-party names or trademarks referenced in the website and CSN do not constitute or imply affiliation, endorsement, or recommendation by CSN, or of CSN by the third parties.

#### 5) YOUR INDEMNITY OF CSN

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD CSN, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS AND OTHERS ACTING IN CONCERT WITH IT (COLLECTIVELY, THE "CSN AFFILIATES"), HARMLESS FROM ANY LOSS, LIABILITY, CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION INJURY TO PERSON OR PROPERTY OR DEATH, AND REASONABLE ATTORNEYS' FEES, MADE BY YOU OR ON YOUR BEHALF OR BY ANY THIRD PARTY DUE TO OR ARISING OUT OF (A) YOUR CONNECTION OR SUBMISSION TO OR USE OF THE SITE OR THE CONTENT; OR (B) YOUR VIOLATION OF THESE TERMS OF USE, ANY APPLICABLE LAWS, OR THE RIGHTS OF CSN OR ANY THIRD PARTY. CSN RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO YOUR INDEMNIFICATION, AT YOUR EXPENSE, AND IN SUCH CASE YOU WILL COOPERATE WITH CSN'S DEFENSE OF SUCH CLAIM.

#### 6) USER GENERATED CONTENT

Interactive Areas. The Site may collect user-generated content, including through the Cyber Reporting and Information Sharing System ("CRISS")—CSN's service used to collect and share cyber incident information with federal and state, local, tribal, and territorial partners and law enforcement and regulatory agencies (collectively, "Interactive Areas"). CRISS may be used by you to submit, post or upload user-generated content, including but not limited to incident reports or other materials and items (collectively, "User Content"). You are solely responsible for your use of any Interactive Areas, and you use them at your own risk.

**Interactive Areas Guidelines**. By submitting any User Content or participating in an Interactive Area within or in connection with the Site, you agree to abide by the following rules of conduct:

You agree not to upload, post, or otherwise transmit any User Content that:

- Violates or infringes in any way upon the rights of others, including any statements which may defame, harass, stalk, or threaten others.
- You know to be false, misleading, or inaccurate.
- Is protected by copyright, trademark, trade secret, right of publicity, or other proprietary rights without the express permission of the owner of such copyright, trademark, trade secret, right of publicity, or other proprietary rights. The burden of determining whether any User Content is not protected by copyright, trademark, trade secret, right of publicity, or other proprietary right rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity, or other proprietary rights or any other harm resulting from such a submission. Any person determined by CSN, in its sole discretion, to have violated the intellectual property or other rights of others shall be barred from submitting or posting any further material on the Site.
- Does not generally pertain to the designated topic or theme of any Interactive Area.
- You have the consent of each and every identifiable natural person in any submission to use such person's name or likeness in the manner contemplated by the Site.

License to User Content. By submitting User Content to the Site, you automatically grant CSN the royalty-free, perpetual, irrevocable, non-exclusive right and license, but not the obligation, to use, publish, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sub-license and otherwise exploit such User Content (in whole or in part) worldwide in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such User Content solely for the purposes outlined in our Privacy Policy, without payment to you or any third parties. You represent and warrant to CSN that you have the full legal right, power and authority to grant to CSN the license provided for herein, that you own or control the complete exhibition and other rights to the User Content you submitted for the purposes contemplated in this license and that neither the User Content nor the exercise of the rights granted herein shall violate these Terms of Use, or infringe upon any rights, including the right of privacy or right of publicity, constitute a libel or slander against, or violate any common law or any other right of, or cause injury to, any person or entity.

**Prohibited Actions:** You agree that the following actions are prohibited and constitute a material breach of these Terms. This list is not meant to be exhaustive, and CSN reserves the right to determine what types of conduct it considers to be inappropriate use of the Site. In the case of inappropriate use, CSN or its designee may take such measures as it determines in its sole discretion.

By way of example, and not as a limitation, you agree that when using the Site, you will not:

- 1. Use of the Site or the Content for any purpose or to take any actions in violation of local, state, national, or international laws, regulations, codes, or rules.
- 2. Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- 3. Publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, content, or information.
- 4. Violate any code of conduct or other guidelines which may be applicable for any Interactive Area.
- 5. Take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure or otherwise in a manner that may adversely affect the performance of the Site or restrict or inhibit any other user from using and enjoying the Interactive Area or the Site.
- 6. Use of the Site for unauthorized framing or linking, or via automated devices, bots, agents, scraping, scripts, intelligent search, or any similar means of access to the Content.
- 7. Aggregate, copy, duplicate, publish, or make available any of the Content to third parties outside the Site in any manner.
- 8. Upload or download files that contain software or other material protected by intellectual property laws or other laws, unless you own or control the rights, titles, or interests thereto or have received all necessary consents or rights.
- 9. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- 10. Use any website or application to make available unsolicited advertising or promotional materials, spam, pyramid schemes, chain letters, or similar forms of unauthorized advertising or solicitation.
- 11. Harvest or otherwise collect information about others, including email addresses, without their consent.
- 12. Falsify or delete any author attributions, legal or other notices, or proprietary designations or labels of origin or source.

13. Engage in any other action that, in the judgment of CSN, exposes it or any third party to potential liability or detriment of any type.

#### 7) LINKS

Links to Other Websites and Search Results: The Site may contain links to websites operated by other parties. The Site provides these links to other websites as a convenience, and your use of these websites is at your own risk. The linked websites are not under the control of CSN, which is not responsible for the content available on third-party websites. Such links do not imply endorsement of information or material on any other website, and CSN disclaims all liability with regard to your access to, use of, or transactions with such linked websites. You acknowledge and agree that CSN shall not be responsible or liable, directly or indirectly, for any damage, loss or other claim caused or alleged to be caused by or in connection with, access to, use of or reliance on any content available on or through any other site or resource.

Links to the Site: You may link another third-party website to the Site subject to the following linking policy: (i) the appearance, position and other aspects of any link may not be such as to damage or dilute the reputation of CSN or the Site; (ii) the appearance, position and other attributes of the link may not create the false appearance that your site, business, organization, or entity is sponsored by, endorsed by, affiliated with, or associated with CSN; (iii) when selected by a user, the link must display the Site on full-screen and not within a "frame" on the linking website; and (iv) CSN reserves the right to revoke its consent to the link at any time and in its sole discretion. You agree to take down the link if CSN revokes its consent.

#### 8) MODIFICATIONS TO THE WEBSITES AND APPLICATIONS

CSN reserves the right at any time and from time to time to modify, suspend, or discontinue, temporarily or permanently, the Site, or any portion thereof, or any content, with or without notice. You agree that CSN will not be liable to you or any third party for any modification, suspension, or discontinuance of the Site.

#### 9) SUSPENSION AND TERMINATION RIGHTS

CSN reserves the right, at its sole discretion, immediately and without notice, to suspend or terminate your access to the Site or any part thereof for any reason, including without limitation any breach by you of these Terms. You agree that CSN shall not be liable to you or any third party for any such suspension or termination.

#### 10) DISCLAIMER

THE SITE AND CONTENT OFFERED, CONTAINED IN THE SITE, INCLUDING WITHOUT LIMITATION TEXT, PHOTOS, VIDEO, GRAPHICS, OR OTHER IMAGES, CONTENT, VIEWS, AND LINKS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CSN AND ITS PARTNERS, LICENSORS, SUPPLIERS, AND RELATED PARTIES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH INFORMATION, SERVICES, AND MATERIALS, INCLUDING, BUT NOT LIMITED

TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. YOUR USE OF THE WEBSITES AND APPLICATIONS AND ANY CONTENT IS ENTIRELY AT YOUR OWN RISK.

Without limiting the foregoing, you are responsible for taking all necessary precautions to ensure that any Content or access to the Site is free of viruses or other harmful code.

#### 11) LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CSN, AND ITS RELATED PARTIES DISCLAIM ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY ARISING OUT OF OR IN CONNECTION WITH THE SITE, USE, INABILITY TO USE OR PERFORMANCE OF THE INFORMATION, CONTENT, SERVICES, PRODUCTS AND MATERIALS AVAILABLE FROM OR THROUGH THE SITE. IN NO EVENT SHALL CSN OR ANY OF ITS PARTNERS, LICENSORS, SUPPLIERS OR RELATED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EVEN IF THESE ENTITIES HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR THE EXISTENCE OF ANY LIMITED REMEDY. WITHOUT LIMITING THE FOREGOING, THE MAXIMUM AGGREGATE LIABILITY OF CSN ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE WEBSITE, CSN, OR THE CONTENT, INFORMATION, MATERIALS, OR SERVICES ON OR THROUGH THE SITE SHALL NOT EXCEED FIFTY DOLLARS (U.S.).

Exclusions and Limitations: Because some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. This Limitation of Liability shall be to the maximum extent permitted by applicable law.

#### 12) GOVERNING LAW AND DISPUTES

These Terms shall be governed by and will be construed under, the laws of the State of Michigan, U.S.A., without regard to choice of law principles, except as to matters relating to arbitration, which shall be governed by the Federal Arbitration Act. You irrevocably agree that the exclusive venue for any disputes arising between you and CSN out of, under, or in connection with these Terms, the Site, or its Content shall be conducted in Washtenaw County, Michigan, U.S.A. Any cause of action or claim you may have with respect to these Terms, the Site, or its Content must be commenced within six (6) months after the claim or cause of action arises or such claim or cause of action shall be barred.

You agree that any dispute between you and CSN arising out of or relating to these Terms, the Privacy Policy, the Site, or their Content will be decided only by arbitration, individually and not on a class-wide basis. YOU KNOWINGLY WAIVER ANY RIGHT TO PARTICIPATE IN

ANY FORM OF CLASS ACTION or "class," "joint," or "representative" litigation (including in any "private attorney general capacity") against CSN. The laws of the State of Michigan, U.S.A., without regard to choice of law principles, shall apply to any dispute between us, except as to matters relating to arbitration, which shall be governed by the Federal Arbitration Act. Any arbitration will be administered by the American Arbitration Association and will take place in Washtenaw County, Michigan, U.S.A. The remedy for any claim shall be limited to actual damages, and in no event shall you be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other costs related to bringing a claim, or to rescind these Terms or seek injunctive or any other equitable relief arising out of or related to the Submission or these Terms.

The Site is controlled within the United States of America and directed to individuals residing in the United States. Those who choose to access the Site from locations outside of the United States do so on their own initiative and are responsible for compliance with local laws if and to the extent local laws are applicable. CSN does not represent that the Site or Content are appropriate outside the United States of America. CSN reserves the right to limit the availability of the Site to any person, geographic area, or jurisdiction at any time in its sole discretion.

#### 13) FORCE MAJEURE

CSN shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control or unforeseen circumstances such as acts of nature or God, fire, flood, earthquake, accidents, strikes, war, terrorism, governmental act, epidemic, pandemic, failure of or interruption in common carriers (including without limitation Internet service providers and web hosting providers) or utilities, or shortages of transportation facilities, fuel, energy, labor or materials.

#### 14) MISCELLANEOUS

These Terms and the Privacy Policy set forth the entire understanding and agreement between you and CSN with respect to the subject matter hereof. If any provision of the Terms or the Privacy Policy 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 or the Privacy Policy shall remain in full force and effect. Headings are for reference only and in no way define, limit, construe or describe the scope or extent of such section. CSN's failure to act with respect to any failure by you or others to comply with these Terms or the Privacy Policy does not waive its right to act with respect to subsequent or similar failures. You may not assign or transfer these Terms or the Privacy Policy or your rights or obligations under these Terms or the Privacy Policy without the prior written consent of CSN, and any assignment or transfer in violation of this provision shall be null and void. There are no third-party beneficiaries to these Terms or the Privacy Policy.

#### 15) QUESTIONS?

Please direct any questions you may have about these Terms, technical questions or problems with the Site, or comments or suggestions to CSN at info@cybercrimesupport.org. You may also write to us via postal mail at:

Cybercrime Support Network Attn: Terms Inquiry 2232 S. Main St. #422 Ann Arbor, MI 48103

# Appendix D: CSN User Feedback Form (optional)

