

Legal and Privacy Notices

Below are notices that apply to your use of Internet-based Treasury Tax & Loan (TT&L) services. Please read this document carefully. By continuing to access, browse, or use Internet-based TT&L services, you will comply with and be bound by these terms. Failure to comply with these terms can result in disciplinary actions ranging from loss of access rights to criminal penalties. Furthermore, security administrators can encounter disciplinary action including: official written reprimands, suspension of system privileges, temporary suspension from duty, removal from current position, employment termination, and possible criminal or civil penalties.

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I. General Legal Notices

1. Authorized Uses and Conditions of Use

Our services may be used only for legitimate purposes. You must access or submit sensitive data only if you are properly authorized to do so. Any access or submission for other purposes is unauthorized and prohibited. Among other things, attempts to "crack", disrupt, bring down, infect with a computer virus or worm, block access to by others, or spoof these services are unauthorized. Furthermore, an attempt to impersonate others or to intercept data intended for others is also unauthorized and prohibited. Unauthorized use may be a violation of law, including a violation of the Computer Fraud and Abuse Act (18 U.S.C. § 1030), the National Information Infrastructure Protection Act (18 U.S.C. § 1030) and various mail fraud statutes (if the violation leads to an item being delivered by mail).

You must report to us all unauthorized uses and security incidents, or suspected unauthorized uses and security incidents. Each user is responsible for all activities associated with their assigned user ID.

You may use our services only if you do not have reason to believe any system resource, including your computer, is infected with a virus, worm, and/or trojan.

You must not process classified national security information on the system.

We reserve the right, in our sole discretion, to terminate, cancel or suspend Internet-based TT&L Plus services or your access rights at any time, without notice.

2. Authentication Credentials

The provisions in this section apply to persons using authentication credentials such as a username and password to access Internet-based TT&L Plus services.

We may rely upon your authentication credentials alone to provide access to Internet-based TT&L Plus services. You are responsible for all activities associated with your authentication credentials. We will not be liable for any loss or damage arising from the theft or compromise of your authentication credentials.

We may act on any electronic message that we establish as associated with a known set of authentication credentials as if the message consisted of a paper message bearing the ink signature of the person to whom the authentication credentials are registered.

You must maintain the confidentiality of your authentication credentials. You must not share these credentials with others, except for personnel we have authorized to assist with problem resolution. Once the problem has been addressed, you must immediately change your authentication credentials (i.e., change your password).

If you believe the secrecy of your authentication credentials may have been or is about to be compromised, you must cancel your authentication credentials by contacting a person authorized to perform this action.

You must also ensure that your level of access is no greater than necessary and notify a person authorized to change your level of access if it exceeds what is necessary. For instance, if you no longer require access or require access in a different capacity, you must contact an authorized person to change your settings.

You must follow proper logon and logoff procedures.

You must not:

1. attempt to circumvent any security control mechanisms;
2. program authentication credentials into automatic script routines or programs;
3. leave a workstation unattended without logging off or securing the workstation;
4. write down knowledge-based authentication credentials (e.g., passwords); or
5. use another's authentication credentials.

Security administrators—who have the ability to administer other users—have responsibilities in addition to those required of other users. If you are a security administrator, you must:

1. ensure that other users are given the least amount of access necessary (the principle of least privilege);
2. refrain from allowing unauthorized disclosure of user data, as required by the Privacy Act and other laws;
3. authorize only one set of authentication credentials per user;
4. promptly delete authentication credentials for users who should not have or are no longer entitled to access;
5. ensure that users are choosing complex passwords with a minimum of eight alphanumeric and/or special characters; and
6. enforce that users change their passwords at least every 90 days.

Security administrators may be periodically asked to recertify that they are in compliance with these responsibilities.

3. Communications

You must have access to the Internet and an e-mail account in order to fully access Internet-based TT&L Plus services. The Web browsers that we support are Internet Explorer version 4 or higher and Netscape 4.8 or higher.

We may send communications regarding transactions to the e-mail address you have supplied to us. Because e-mail is an insecure form of communication, as a rule we will send only non-sensitive information to your e-mail address.

You must keep your e-mail address listed with us up-to-date at all times. The e-mail address must be dedicated to your exclusive use; a shared e-mail address is unacceptable. We will not be liable in the event you fail to receive any communication that we send to your designated e-mail address.

All communications made in electronic and paper format will be considered to be "in writing."

4. Links to Third-Party Sites

We may provide links to third party Web sites not under our control ("linked sites"). We are not responsible for the contents or absence of contents of any linked sites. We provide these links to you only as a convenience and the inclusion of any link does not imply endorsement by us. You are responsible for viewing and abiding by the rules and notices posted at the linked sites.

5. Intellectual Property and Department of Treasury's Names, Symbols, Etc.

Although Government works generally cannot be copyrighted, the Government can acquire copyright to works created by third parties and that may be the case concerning certain documents, software, and other intellectual property made available through our services. Your use of copyrighted property must be in accordance with copyright law, which can apply regardless of whether a copyright symbol marks the property. To the extent that a work is not copyrighted, we nonetheless request the giving of proper credit if you use it for other purposes.

31 U.S.C. § 333 prohibits (among other things) the misuse of certain names, terms, symbols, and emblems of the United States Department of the Treasury, as well as any colorable imitations of these items. This conduct is illegal if done in connection with business activities in a manner that reasonably could be construed as falsely implying that such activities are in any manner approved, endorsed, sponsored, authorized by, or associated with us. For instance, the "framing" of our Web pages in a manner designed to falsely imply a relationship with us could be forbidden under the statute. Section 333 also provides that the use of disclaimers is irrelevant to a determination of whether the statute has been violated.

6. Limitations on Liability

We will not be liable for any loss or damage resulting from a problem beyond our reasonable control. This includes, but is not limited to, loss or damage resulting from any delay, error or omission in the transmission of any electronic information, alteration of any electronic information, any third party's interception or use of any electronic

information, a failure of services provided by an Internet Service Provider, and a virus or other defect received from or introduced by a third party. Additionally, we are not liable for loss or damage resulting from acts of war, acts of terrorism, acts of God or acts of nature.

Except as otherwise required by law, in no event will we be liable for any damages other than actual damages arising in connection with Internet-based TT&L Plus services, including without limitation indirect, special, incidental or consequential damages.

Except as otherwise required by law, WE DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO ANY SOFTWARE, INFORMATION, SERVICE, OR OTHER ITEM PROVIDED BY, LOCATED ON, DERIVED FROM, ASSOCIATED WITH, REFERRED TO BY, OR LINKED TO BY THE INTERNET-BASED TT&L Plus SERVICES. EVERYTHING IS PROVIDED "AS IS."

7. Comments, Feedback, and Customer Service Questions

We welcome your comments, feedback, and customer service questions. In this regard, we may in our discretion take ownership and full rights to make use of any ideas or suggestions you provide without giving compensation in return.

8. Online Forms

The Paperwork Reduction Act, 44 U.S.C. § 3501, states that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it provides notice of a currently valid Office of Management and Budget (OMB) control number. Among other things, a notice of the expected time burden is required.

TT&L Plus services are used by designated financial agents and depositaries only. We estimate that it will take you no more than 30 minutes to fill out any online form, though most will take only a few minutes. This includes the time it will take to read any instructions, gather the necessary facts and fill out the form. If you have comments or feedback regarding the above estimate or ways to simplify our forms, please contact us.

9. Updates

We may from time to time update these notices. All changes to previously-agreed upon versions will be posted online and made available from Web pages used to provide Internet-based TT&L Plus services. Your continued use of these services on or after the posted date of any update evidences your agreement to the terms of that update.

10. Miscellaneous

Any dispute arising under this Agreement will be dealt with under Federal law in the Federal courts of the District of Columbia, which is to be considered the place of transaction for all transactions.

If any part of these rules and notices are determined to be invalid or unenforceable then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this agreement shall continue in effect.

A printed version of these rules and notices given in electronic form is admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

II. Privacy Notices

1. Importance of Privacy

We are committed to protecting the privacy rights of the public. These rights are ensured through the Privacy Act of 1974 (5 U.S.C. § 552a), OMB guidance, and other Federal regulations and policies.

2. Information Automatically Gathered

For security purposes as well as to improve our services, we use software that can monitor network traffic and identify unauthorized attempts to cause damage or upload or change information. Use of this system constitutes consent to such monitoring and auditing.

Like all Web sites, when a page is requested we can obtain some information about the request, such as:

1. the name of the domain from which the visitor accesses the Internet;
2. the Internet protocol address, date and time the request is made; and
3. the type of browser and operating system used to access the page.

Aggregate information about individual Web pages visited also may be collected, such as which pages are most popular.

We generally do not use this automatically gathered information to attempt to identify individual users. However, we may do so for authorized law enforcement investigations related to these services. This includes attempting to trace the source of an attack designed to disrupt or bring down TT&L Plus services or to prove whether a financial transaction was fraudulent. Otherwise, we only use this information to improve the content and structure of our services.

We do not use persistent "cookies", which are permanent files placed on a visitor's hard drive that allow a Web site to monitor a visitor's use of the site. To the extent we use any cookies at all, such cookies are session cookies, which expire and automatically are removed no later than upon the closing of a Web browser.

3. Personal Information Not Sought from Children

We do not attempt to collect information from children age 16 or younger.

4. Personal Information We May Request

If you choose to use our services and you require authentication credentials, we will need to keep certain information about you in your professional capacity. This includes your name, your e-mail address, your telephone number, and your work address. We do not ask for your personal Taxpayer Identification Number (TIN) or Social Security Number (SSN).

Unless stated otherwise, the providing of this information is voluntary, not mandatory (for instance, there is no fine for not providing the information); however, if you choose not to provide this information we may not be able to process your requests.

5. Authority to Request Personal Information and Its Uses

We need this personal information to help authenticate and determine who is responsible for viewing potentially sensitive information or entering a transaction.

6. To Whom We May Release Personal Information

From systems including those used to provide Internet-based TT&L Plus services, the parties to whom we disclose information may include:

A. Appropriate Federal, state, local or foreign agencies responsible for investigating or prosecuting the violation of, or for enforcing or implementing, a statute, rule, regulation, order, or license, but only if the investigation, prosecution, enforcement or implementation concerns a transaction(s) or other event(s) that involved (or contemplates involvement of), in whole or part, an electronic method of collecting revenues for the Federal government. The records and information may also be disclosed to commercial database vendors to the extent necessary to obtain information pertinent to such an investigation, prosecution, enforcement or implementation.

B. Commercial database vendors for the purposes of authenticating the identity of individuals who electronically authorize payments to the Federal Government, to obtain information on such individuals' payment or check writing history, and for administrative purposes, such as resolving a question about a transaction.

C. A court, magistrate, or administrative tribunal, in the course of presenting evidence, including disclosures to opposing counsel or witnesses, for the purpose of civil discovery, litigation, or settlement negotiations or in response to a subpoena, where relevant or potentially relevant to a proceeding, or in connection with criminal law proceedings.

D. A congressional office in response to an inquiry made at the request of the individual to whom the record pertains.

E. Fiscal agents, financial agents, financial institutions, and contractors for the purpose of performing financial management services, including, but not limited to, processing payments, investigating and rectifying possible erroneous reporting information, creating and reviewing statistics to improve the quality of services provided, or conducting debt collection services.

F. Federal agencies, their agents and contractors for the purposes of facilitating the collection of revenues, the accounting of such revenues, and the implementation of programs related to the revenues being collected.

G. Federal agencies, their agents and contractors, to credit bureaus, and to employers of individuals who owe delinquent debt only when the debt arises from the unauthorized use of electronic payment methods. The information will be used for the purpose of collecting such debt through offset, administrative wage garnishment, referral to private collection agencies, litigation, reporting the debt to credit bureaus, or for any other authorized debt collection purpose.

H. Financial institutions, including banks and credit unions, and credit card companies for the purpose of revenue collections and/or investigating the accuracy of information required to complete transactions using electronic methods and for administrative purposes, such as resolving questions about a transaction.

We will not license or sell your personal information for commercial purposes.

7. No Unsolicited Information

We may send notices to your e-mail address with regard to transactions you conduct, such as confirmation notices, but otherwise we will not use your personal information to send you information unless you opt-in to do so, such as by asking to be placed on an email list.

8. Protection of Electronic Information

E-mail is an insecure means of sending information. E-mails are akin to postcards; it is possible that others can see the information before it reaches its destination. Please keep this in mind before sending us information via e-mail.

Web pages used to send us information or view information are encrypted using a transmission protocol called the Secure Sockets Layer (SSL). SSL is a commonly used protocol that helps protect Web pages. If a Web page has an address that begins with <https://> rather than <http://> then the page is protected by SSL.

Sensitive information transmitted to and from agencies and third party vendors other than through Web pages will be transmitted either using encryption or through dedicated connections.

III. Accessibility Notices

We are committed to making electronic and information technology accessible to people with disabilities in accordance with section 508 of the Rehabilitation Act of 1973 (codified at 29 U.S.C. § 791 et seq.) and related laws and regulations.

Our web pages generally are best viewed at 800 x 600 resolution using Internet Explorer version 4 or higher or Netscape version 4.8 or higher.

If you have any trouble accessing any information due to disability, please let us know through the TT&L Plus hotline number. Your comments, feedback, and questions will help us identify areas that require improvement.

Definitions

We or Us or Our means the Department of the United States Treasury and its designated agents.

You means you, the person authorized by a depository participating in the Treasury Tax & Loan program to access and use the Internet-based Treasury Tax & Loan services on behalf of the depository.

Security administrators are individuals designated with the ability to administer other users by the Department of the United States Treasury.

Note:

The online texts of laws to which this page hyperlinks are not official texts and may be out of date or otherwise inaccurate. The official texts are published by the Government Printing Office.

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