Deliverable 2

**Copyright**

Copyright is associated primarily with the right to copy work that is considered artistic work. This includes computer programs and therefore includes to-do list application. Copyright gives the author certain rights such as: the right to make copies of their work in order to execute the code, the right to issue copies of the work to the public, and the right to adapt the work. This allows authors of to-do list application to continually improve upon their code to improve upon either the background or foreground code. It also allows them to prevent their others from making and releasing an application that is similar in design and functionality to the author’s application without the author’s permission.

Most to-do list application integrate their data into a database, and with copyright law states that ‘the contents constitute the authors own intellectual creation’. This means that the all entries of a database belong to the author and anyone who takes this data is infringing on copyright. However this only lasts for 15 years if the database unless it is updated, in which case another 15 years will start.

There are two forms of copyright infringement, primary and secondary. Primary infringement happens when the exclusive rights of the copyright have been breached usually dealt by the civil court. Secondary infringement occurs when primary infringement occurs in a business. The secondary form of infringement is what is more likely to happen to a business that either intentionally or unintentionally infringed on the copyright of the owner, in which case can lead to criminal proceedings or a civil lawsuit.

# Patents

A patent is a right granted from a government/high authority to an inventor, to sell use or manufacture an idea for a specific number of years. Examples of this in IT include Dropbox network folder synchronisation and Facebook’s dynamically generating a privacy summary. However according to a book written by Frank Bott named “Professional Issues in Information Technology”, section 11.5.5 alludes that there is mass confusion and conflict between law and practice when it comes to receiving a patent from the European Parliament. One section quotes “The European Patent Office has been granting patents for software since 1998” and another quotes “Large companies have a policy of defensive software patenting”; which is when large companies take out many software patents with no intention of enforcing them, in order to prevent competitors from taking similar patents. With such flexibility in the law over patents it would be very difficult for a to-do list application to gain a patent, especially since there are so many on various platforms such as Android, Apple, Windows etc.

What makes copyright different from a patent is that a patent must be applied for so a detailed plan must be made in order to succeed in an inventor’s appeal. Therefore it requires more costs and effort to go through with an idea to make a to-do list application; as well as the other constraints imposed by the European courts. Just like the book says, “patents were made to encourage new inventions” but with all that being said above, in the computing industry it does the opposite. For a to-do list app especially, it would be very difficult for an inventor to break-through the market as it is very saturated with a wide range of other to-do list applications on various platforms.

**Data Protection**

When creating a to-do application for a group project, all team members need to be aware of the data protection laws in order to operate legally and professionally throughout the process. When designing and developing the application the group will need to ensure that accurate personal information is stored without irrelevant data, prevent unauthorised access from external parties and the information collected is solely used for the intended purposes. The group needs to ensure that everyone operates under the eight principles of the data protection act in order to avoid legal liability when handling personal information. These principles include; processing data fairly and lawfully, only using data for the intended use and making sure data is adequate and not excessive. The group must also ensure all data is accurate and kept up to date, with also not keeping data for any time longer than what is needed. Security measures need to be considered as well to prevent accidental loss or damage to personal data. Finally, the group needs to make sure information is kept internally to abide by the eighth principle and not release information outside the European Union as that would inhibit the law. By following the principles the group will be able to maintain professionalism and operate legally when designing and developing the application.

**Liability for Defective Software**

This issue relates to the ownership and liability that suppliers and manufacturers of software and hardware are willing to take when their product is faulty or doesn’t suit the specific purpose of a consumer. Although standard terms and conditions usually limit supplier liability for defects, the law limits how far these clauses can be effective.

The Unfair Contract Terms Act 1977 is responsible for restricting the extent to which clauses in standard terms and conditions limit liability; for example, it isn’t possible to limit the damages payable if a defective product causes personal injury or even death. This is however, very unlikely in the case of a to-do app as it performs simple tasks, such as listings, and has an overall low risk factor of causing personal injury. An extreme example, however, could be if an application fails to remind a user to take their medication, leading to ill consumer health or worse. In relation to other software, suppliers often agree to refund the purchase price and sometimes slightly more if the product completely fails to work. Again, this doesn’t often apply to such application as many of them are free, there is a wide selection to choose from and they are often capable of performing the simple tasks that users want.

The Sale of Goods Act 1979, in the context of software, requires that goods sold must be fit for the purpose for which goods are commonly supplied. To-do application often state the tasks that they can perform in their description and the only way that users should be dissatisfied is said tasks are not able to be carried out. Liability of defective software doesn’t really effect to-do application because of their simplicity and ease of use.