Q1

a.

1. Contract law

EduSoft Ltd’s liability:

EduSoft Ltd’ s EIA software did not meet the functional requirements: normal authentication and monitoring of all students. Programs that detect eye movement don't work properly because of the lack of datasets for minority groups.

The goods(EIA software) did not match their description in the contract.

The goods(EIA software) is not of ‘satisfactory’ quality

The goods(EIA software)must be fit for their intended purpose: detect all students( should include Black or Asian, but not )

According to the SSGA implies terms in contracts of sale such as

o The goods must match their description in the contract.

o The goods must be of ‘satisfactory’ quality.

o The goods must be fit for their intended purpose.

Alice Packer who is subcontract a consultant have professional liability:

A problem with EIA software ’s code does not operate as well as promised(Black or Asian students are not function well when using the EIA)

UoP have rights to ask EduSoft and Alice Packer to supply well-function software according to Contract law. But to students, under contract-law principles, universities probably have the power to impose some means to monitor students’s exam as circumstances arise. But any imposition must be done in good faith and based on evidence. Obviously, the Black and Asian being false given zero mark is not based on evidence.

2)Negligence

The UCTA limits the extent to which liability can be excluded or limited for breach of contract or negligence. Business liability for death and personal injury caused by negligence cannot be excluded or limited in any way.

Alice Packer , EduSoft Ltd ’s EIA software had done some damage to human(Black or Asian) emotions and reputations. The injured students can sue EduSoft Ltd for negligence if EduSoft Ltd did not take reasonable measures to ensure that the EIA was working properly.

UoP have a responsibility to restore reputation and scores, and to provide other means of fair testing

3)

The students who are affected by the EIA software have allowing recovery of economic losses for negligent misrepresentation. Uop need recovery the loss of economic and reputations.

4)If it can clearly be shown that Alice Packer was at fault, liability may rest there.  If however, the error was caused by or in the training, the Alice Packer who developed the EIA tracking algorithm become vicariously liable.

b)

Although your e-mail address is personal, private, and confidential, revealing it is not necessarily a breach of 2018 ACT.

If Rainforest Ltd send such discount offers emails through your personal e-mail address such as Gmail, Yahoo, or Hotmail OR An email address that includes your full name such as [firstname.lastname@company.com](mailto:firstname.lastname@company.com). Then Rainforest breach of 2018 ACT.

The video contain students’ images, Personal information is anything relating to a person that identifies them. So Uop must transparent processing: told students Rainforest will how to use such images/videos/emails of them, otherwise Uop breach of 2018 ACT.

**Q2**

1)a breach of copyright has occurred :WordSoft’s have no rights to decompile the Mathsoft’s SheetCalc program. According to the Copyright (Computer Programs) Regulations 1992 were prompted by an EC directive on the legal protection of computer programs. They grant   
o the right (sometimes) to decompile   
o the right to make back-up copies   
o the right to copy or adapt for purposes of error correction.

2)I think individual colours and user interface aren't generally copyrightable because nobody could ever claim to have created a colour - colours simply exist.

However, when it comes to use of specific colour combinations/colour schemes, or even individual colours used in branding, these could potentially be seen as part of a company's trademark. But WordSoft did not copy trademark, I think “look and feel” is not enough.

3)

I think it’’s ok for Mathsoft to decopliation of Scribe:

According to Copyright (Computer Programs) Regulations 1992

Making an adaptation includes decompilation and infringes copyright unless allowed by the new decompilation right.

By the new right, a lawful user of a program may decompile a program if necessary to obtain the information necessary to achieve the interoperability of an independently created program with the decompiled program.

But the decompilation right does not apply if the developer intends to use information obtained by decompilation to develop a competing product.

For WordSoft obviously , there a breach of copyright has occurred.

4)

He is committing a criminal law:

According to Criminal law:belonging to another with the intention of permanently depriving the other of it...’ (Theft Act 1968)

He is committing a civil law:

The Computer Misuse Act 1990 enacted in the United Kingdom will provide unauthorised access to computer data, unauthorised unlawful appropriation of computer data with intent to commit an offence. MathSoft did not allow he to copy the files, so he can not do it.

Q3

a)interplay between technology and society   
1. The data set is not accessible to everyone, and it is precisely because of the mentor's network that the technical data advantage is obtained

2.Group perceptions in society (fake news, true news), which can be potentially influenced by data tools

3.With the awakening of privacy and personal awareness at any time, the collection of data sets was not taken seriously in the past, and now it has become a concern whether the collection and acquisition are through ethical means.

2)功利主义主要是学生行为无可厚非，他尽最大努力，利用自己的关系，拿到了数据，没有违反当时的法律和学校规定，达到了自己的目的。

但是从康德道德原则上，是违反了：社会公认的原则，首先你不希望整个社会人人如此，通过关系获得优势；既然平时普遍情况下这种行为是不可接受的，根据康德道德原则第三条，为何在这种情况下就是可以接受呢？特殊情况吗？ 所以这里违反了康德式道德准则

Utilitarianism is mainly that the student's behavior is understandable. He tried his best to use his relationship to get the data, without violating the laws and school regulations at that time, and achieved his purpose.

But from the perspective of Kant's moral principles, it violates: the socially recognized principles, first of all, you don't want everyone in the whole society to be like this, and gain advantages through relationships; since this kind of behavior is generally unacceptable under normal circumstances, according to Kant's moral principles, the third Article, why is it acceptable in this case? Is it a special case? So here is a violation of the Kantian code of ethics

3）BCS code of conduct: rules covering four main areas:

o Public interest  
o Professional competence and integrity  
o Duty to relevant authority

o Duty to the profession

BCS is related: John ’s tool is useful for public interest , and he need to maintain his professional competence and integrity, not to break a new ethics policy of university.

4)John Smith ：He didn't violate ethics policy when he got the data at his time, it's just that times have changed and his behavior is fine

Professor Lewis: He did not violate ethics when he obtained the data, and his behavior was fine in his era of weak data protection awareness. Under the new ethical code, such behavior should not be encouraged.

The research data: The relevant technical departments of the school should immediately protect the data and carry out de-privacy technology processing. Disclose datasets that do not involve privacy components Help mass anti-fake news research if possible

Wider University policy：Detailed rules for professor-student relations, a more detailed exploration of the boundaries of professor power