Uniform law for computer info transactions

Uniform Law Uniform Law for Computer Info Transactions in APA Style (Place here) (Place of university or corporation here)

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Before the Uniform Commercial Code (UCC) and the Uniform Computer

Information Transactions Act (UCITA), one of the first, and most significant attempts

of the United States government to promote uniformity in commercial laws from

state to state was the " Commerce Clause". This can be found in Article 1, Section 8,

Clause 3 of the United States Constitution.

According to The Law Offices of Royal W. Craig " Unfair competition

encompasses a broad array of legal rights existing under federal and state laws that

serve to protect intellectual property. Generally, the law of unfair competition is

directed to torts which cause an economic injury to a business, through

deceptive or

otherwise unfair acts". The U. S. Constitution's " Common Clause", otherwise

known

as Article 1, Section 8, Clause 8, is the attempt that Congress has made to

regulate

competition that is unfair. (" Unfair Competition and Trade Secrets", n. d.).

The

government attempts " to regulate Commerce with foreign Nations, and

among the

several States, and with the Indian Tribes".

The major differences between Article 2 of the UCC and UCITA include, but

are

not are not limited to the following:

--Legal Information Institute (n. d.) lists that Article 2 of the UCC is limited to

" transactions in goods; it does not apply to any transaction which

although in the form of an unconditional contract to sell or present sale is

intended to operate only as a security transaction nor does this Article

impair or repeal any statute regulating sales to consumers, farmers

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or other specified classes of buyers".

--the definitions of the words sales, transactions, buyer, " in good faith", etc.

were very limited. Article 2 of the UCC was very limited and did not

cover much nor did it provide much detail.

For example, the definition of the word goods was limited to " all things

(including specially manufactured goods) which are movable at the time of

identification to the contract of sale other than the money in which the price

is to

be paid, investment securities (Article 8) and things in action".

However, the Uniform Computer Information Transactions Act (UCITA),

formerly known as " Article 2B" or " UCC 2B":

establishes a new commercial law for the information economy -

first at the national and then, through the influence of the United States,

at a global level.

UCITA is a proposed " Uniform Law." The goal of Uniform Laws is

to help provide a consistent framework of laws from state-to-state.

Uniform laws are created by an organization of attorneys called the

National Council of Commissioners on Uniform State Laws (NCCUSL)

with representatives from all 50 states. If a uniform law is approved by

NCCUSL, each commissioner will introduce it as a bill in their state's

legislature. UCITA is designed to harmonize the law regarding

computer information transactions. For example, when a dispute

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occurs regarding a software license a court would look to

UCITA for default rules and for help in interpreting the provisions

of the license". (www. arl. org. 1999).

The UCITA refers to sales of other than the physical moving of goods. In

particular,

it is referring to transactions via the computer (information transactions)

along with

many other transactions.

The legal distinction between selling a product and licensing it is the selling

is

the physical moving of a good; giving up ownership. Licensing is means that

the

owner still has possession or ownership and the own who is using the license

must

agree to the terms of the owner. Drafters decided to propose the UCITA as a

separate and distinct uniform act because it pertains to sales and

transactions of the

age and era that we are in-computer information transactions as listed by

Harvey et

al (1999):

Computer information transactions involve licenses, not sales.

Small companies play a more significant role in the computer information

industry, than many other industries.

Computer information transactions implicate fundamental free speech

issues.

Freedom to contract and practical commercial context of the transactions

are important.

The law should facilitate continued expansion of e-commerce and be

technology neutral.

A good example of this entire piece is from www. badsoftware. com. Kaner

(2000)

states: Currently, Article 2 of the Uniform Commercial Code governs sales of

packaged software. You have rights under Article 2. For example, if you buy

a

program, take it home, and discover obvious defects in your first day of use,

you

can take the program back for a refund. Some stores will tell you that the

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Copyright Act prevents this. That just ain't so. The UCITA is a new law this is

intended to govern all contracts involving computer software and

information that

you obtain electronically (website, CD, etc.)and makes it almost impossible

to hold

vendors of defective products accountable for defects and

misrepresentations.

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