

IGI Global
701 E. Chocolate Avenue
Hershey PA 17033-1240, USA
Tel: 717.533-8845; Fax: 717.533-8661
development@igi-global.com

Upon execution of this contract by all parties, it becomes a legally binding contract. Therefore, please read this contract carefully before signing. You have the option of signing the contract digitally in Acrobat, saving a copy and then emailing to development@igiglobal.com, or printing out a copy and completing in ink and returning by postal mail or fax to the address above.

Author's Warranty , Transfer of Copyright Agreement, and Licence

Publisher note: Depending on the version of Acrobat you are using, you may have to save this file to your computer before the form allows you to enter data in the appropriate spaces.

Chapter Title: Chapter 5 - The Effectiveness of Privacy Policy Statements

Book Title/Editor's Name: Digital Business Security Development – Gammack et al.

The author(s) hereby warrants that the manuscript named above that has been submitted to IGI Global for publication in the named book or any other IGI Global publication, IS ORIGINAL AND HAS NOT BEEN SUBMITTED FOR PUBLICATION OR PUBLISHED ELSEWHERE, and that all trademark use within the manuscript has been credited to its owner or written permission to use the name has been granted. In addition, the author(s) acknowledges that all images such as tables, screenshots, graphics, etc., do not have a copyright that is held by a third party, or that, if they have, then the author has permission to reproduce them. IGI Global will not accept a manuscript for which the copyright is held by a third party. Authors may not use substantial verbatim text from another copyrighted work without the written permission of the copyright holder.

The author(s) in consideration of the publication of the above named manuscript also understands:

1. Author(s) agrees to, and does hereby assign all rights, title and interest, including copyrights, in and to the manuscript to Publisher. The author retains the rights to any intellectual property developed by the author and included in the manuscript including, without limitation, any models, theories, or conclusions formulated by the author. The author may use any and all thoughts and research results developed or accumulated while working on a manuscript, and may rewrite, update, and retitle them for use in other publications. The author CANNOT use the verbatim text of the manuscript or any part thereof that has been copyrighted by IGI Global, other than in accordance with the Licence provided below, without first obtaining the written permission of IGI Global. When the manuscript is ready for publication, it will be published at Publisher's own expense, under the Publisher's imprint or any other imprint the Publisher in its sole discretion elects.
2. Author(s) understand that no royalties or remuneration will be paid by the Publisher to the author for the above named submitted manuscript. Further, Author(s) acknowledge the manuscript is being provided on a volunteer basis for the professional recognition obtained by the publication.
3. The Author(s) will indemnify and defend Publisher against any claim, demand or recovery against Publisher by reason of any violation of any proprietary right or copyright, or because of any libelous or scandalous matter contained in the Manuscript.
4. The Publisher will have the right to edit the work for the original edition and for any revision, provided that the meaning of the text is not materially altered, but subject to approval of the edited chapter by the author .
5. The Publisher will furnish 1 copy of the book to the lead Author of each chapter without charge. The coauthor(s) of the manuscript will receive a print copy of the manuscript along with a copy of the title page of the book. Copies of the book for the author's/coauthor's use may be purchased at a 50% discount from the list price.
6. When the Publisher decides that the public demand for this work no longer warrants its continued manufacture, the Publisher may discontinue manufacture and destroy any or all plates, books, and sheets without liability to the Author. After the Publisher has done so, the Author is permitted to re-publish the work, and to authorise others to republish the work.

7. The Publisher may permit others to publish, broadcast, make recordings or mechanical renditions, publish book club and microfilm editions, make translations, and other electronic versions, quote, and otherwise utilize this work and material based on this work provided the author's name accompanies the work.

8. This Agreement, whenever called upon to be construed, shall be governed by the laws of the Commonwealth of Pennsylvania.

9. The parties to this Agreement consent and agree that all legal proceedings relating to the subject matter of this Agreement shall be maintained in the Court of Common Pleas of Dauphin County, Pennsylvania, or, if applicable, the United States District Court for the Middle District of Pennsylvania, and all parties hereto consent and agree that jurisdiction and venue for such proceedings shall lie exclusively within said Courts.

10. This Agreement and the associated Licence represent the entire understanding between the parties hereto with respect to the subject matter hereof and this Agreement supersedes all previous representations, understandings of agreements, oral or written, between the parties with respect to subject matter hereof and cannot be modified except by a written instrument signed by the parties hereto.

11. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns and personal representatives.

A handwritten signature in black ink, appearing to read 'Roger Clarke', is written over a faint rectangular box. The signature is somewhat stylized and overlaps the box.

Signature of Author: Name of Author (Please print): Roger Clarke

Postal Address: 78 Sidaway St \

City/State/Country: Chapman ACT 2611, AUSTRALIA

Email Address: Roger.Clarke@xamax.com.au

Date: 16 December 2009

IMPORTANT NOTE:

This agreement must be signed and dated and submitted with your completed manuscript before IGI Global will agree to publish your manuscript. IGI Global will not publish any manuscript that is not accompanied by a signed agreement.

You have the option of signing the Author's Warranty and Transfer of Copyright digitally in Acrobat, saving a copy and then emailing to development@igiglobal.com, or printing out a copy and completing in ink and returning by postal mail to the address above. Please note that as this is a legally binding contract, whether signed digitally or in ink.

Author's Licence

This is the Licence referred to in para. 1 of the Agreement.

The Publisher, in consideration of and as part of the Author's assignment of copyright to the Publisher, grants the following permanent, world-wide, royalty-free licence to the Author, subject to the conditions expressed below.

- (1) The author is permitted to leave any PrePrints of the Chapter in any and all of:
- the author's own electronic repository/ies;
 - repository/ies of the author's employer(s) or affiliated institution(s); and
 - repository/ies of the author's learned society/ies.

As a condition of this Licence term, the Author is required to link closely-related PrePrints forward to an appropriate page on the Publisher's web-site.

- (2) The author is permitted to deposit, or cause or permit to be deposited, the PostPrint of the Chapter, which is to say the final version as submitted to the Publisher, into any and all of:
- the author's own electronic repository/ies;
 - repository/ies of the author's employer(s) or affiliated institution(s); and
 - repository/ies of the author's learned society/ies.

As conditions of this Licence term, the Author is required to:

- insert into any such PostPrint a full and accurate citation of the published work;
- display the Publisher's copyright notice;
- provide a link to an appropriate page on the Publisher's web-site.

- (3) The author permitted to authorise any PrePrints and the PostPrint to be copied by any party.

As a condition of this Licence term, the Author must place constraints on any such copying, in order to limit the numbers of copies made by any one person, and to preclude commercial use of the copies.

- (4) The author is permitted to authorise the PostPrint, or derivatives thereof, to be republished by any party in a subsequent collection, without any right of veto on the part of the Publisher.

As conditions of this Licence term, the Author must provide prior notice to the Publisher, must ensure proper citation of the Chapter, must ensure proper display of the Publisher's copyright ownership, and the Publisher has the right to charge a fee to the re-publisher – provided that the fee is not so high as to represent a barrier to publication.