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Eyes on the prize questions and answers

This credit union updates its online banking website, so that the pilot fish with accounts there updates all his family's accounts. The new feature was safety issues, says Fish. I didn't like the three that were given, so I did drop down to see more questions. I chose three new questions and wrote down the answers so my husband would know what it was. But the first time he tries it, he blows up the password. The fish has to go through the whole process of recreating the account setting. The next time he tries, the fish has to go through the whole process again - but this time she prints out the screen captures the questions she has chosen and writes the answers to them. To make sure it doesn't happen a third time, the fish walks it through the login process. But when they get to the security issue, the one that pops up is not one of the new issues the fish has chosen. I deliberately chose questions that I knew he could answer, says Pisc. I went around the question of which school I graduated from, but there he was waiting for an answer. On my last attempt at a three-three-or-you-blocked script, I remembered that was the first question about their three original options. So I provided the answer I used for the first question: Where were you born? Bingo, I've been to. It's funny, fish believes. She calls the same customer service representative who has already reset her account password twice. A spokeswoman said many people get locked up on safety issues. Can I speak to a programmer? The fish asks. I can't transfer you, the representative says. Okay, write it down and give it to the IT department, says Fish. Tell them that while they allow users to choose new questions, they record the answers, but keeping the original questions by default as first presented. I also asked where to send my bill for consultations to solve problems, but I never heard from them, Ryba says. But now we have a way to make security questions unanswered by hackers. For example, to the question Where were you born? we key in the year of the account holder's birth as an answer. Sharky's answer is a call to true fairy tales and it-life! Send me your stories sharky@computerworld.com. You will snag a chic shark shirt every time I use one. Comment on today's tale in Google's Sharky community, and read thousands of great old tales in Sharkives. Get your daily dose of out-takes from the IT theater Absurd delivered directly to your inbox. Sign up now for the shark's daily newsletter. The © 2017 IDG Communications, Inc. March 1, 2008 15 min. Opinions expressed by entrepreneurs are their own. Intellectual Property: If I got a patent for my invention, does that mean that I have the right to do, and sell your invention? A: Don't think that once you get a patent, you'll be able to make and sell your invention for free I see. One of the most common misconceptions about obtaining a patent is that it gives you the right to practice your invention. The term right to practice usually refers to the right to make, use and sell your invention without infringement on the rights of others. In fact, the only right granted by the patent is the right to an exception. In particular, the patent provides for the right to exclude or prevent other manufacturers, use, sale or offer to sell your invention in the United States or import your invention to the United States. In the case of utilities, this right to an exception is usually for 20 years from the date of your patent application. For design patents, this right lasts 14 years from the moment the patent is granted. When should I file a patent application? A: The question of when to file often depends on whether you are interested in protecting rights exclusively in the U.S., or if you are also interested in achieving foreign protection. To maintain U.S. protection, your patent application must be filed within one year of the public disclosure, sale, or offer to sell your invention. This year's U.S. grace period, however, does not apply to most other countries. Rather, the rule in most countries is that a patent application must be filed before your invention becomes available to the public. Therefore, most people will want to make sure that their patent applications are on file before their inventions are disclosed to an outsider. This does not mean, however, that you must file a patent application in every country that you want to do business with prior to your public disclosure. As long as you apply to the U.S. before making your invention available to the public, you will still be able to exercise patent protection in most foreign countries if you also file an appropriate foreign application within one year of the U.S. one. Authors/attorneys: Katherine J. Holland, J.D.; Vito A. Canuso III, J.D.; Diana M. Reed, J.D.; Sabing H. Lee, J.D.; Andrew E. Kimmel, J.D.; and Wendy K. Peterson, J.D., practice attorneys at Knobbe, Martens, Olson and Bear LLOs, one of the largest and most respected U.S. law firms specializing in IP law. Together, they are the authors of Intellectual Property, available from Entrepreneur Press. Business Contracts : In contracts with suppliers, how can I change the section that says that the contract is automatically renewed every year? A : This is easy to change, as is any provision in a pre-printed contract. If there is a section of the contract that is drawn up with the terms and conditions specific to your company, ask that the offer be added, which states that despite any other (this formulation is important), the contract is terminated after the 20th year, or automatically extended no more than 20 times. If the contract is fully pre-printed, ask it will be printed on a pre-printed contract page. In any case, make sure that the term of the contract you want to change is changed in writing as part of the written contract you sign. In :What are some of the most important things I need to do when signing a contract? A: There are some very simple steps you can take that will protect your personal assets and give your company an edge in the contract dispute. First, make sure that the signature block at the conclusion of the contract reads the full legal name of your company, not your personal name. Your personal name as a signatory may be written under your signature, but the contract must clearly state the full legal name of your company as a legal entity by concluding the contract. To give an edge to contract disputes, make sure that each contract you sign has two originals, and keep one of them. Initially each page of both final signed contracts with ink in color, which would not be good to copy, for example, red. This deters anyone from reprinting a section of the contract in favor of one of the parties and presenting the reprinted contract as the original. Author/lawyer: Laura Plimpton has 26 years of experience as a corporate lawyer, business owner and management consultant. It has reviewed or prepared more than 12,000 contracts. She is the author of business contracts available from the entrepreneurial press. Hiring and firing: Can I control my employees' emails? Should I tell them? A: Employers monitor employee e-mail for three main reasons: 1) to prevent/eliminate harassment and discrimination in the workplace, 2) to prevent disclosure of trade secrets and unfair competition, and 3) to improve employee productivity and productivity. This is important, however, for employers who want to monitor employees' emails to reduce the reasonable expectations of employees privacy in their email. Most courts have recognized that employees naturally reduced privacy expectations when they use employer-provided equipment such as computers and cell phones. To reduce such expectations, all employers must adopt a policy that clearly states that the computers provided by the employer are the property of the employer and that the employer reserves the right to control for the reasons mentioned above. What is family leave and am I obliged to provide it? A : The Federal Family and Health Care Leave Act (FMLA) is the primary a law requiring employers with 50 or more employees within a 75-mile radius to provide unpaid leave of up to 12 weeks to the workers concerned. Most importantly, FMLA states that whenever family and medical leave requirements are different under federal and state law, the employer must comply with all provisions that ensure greater rights to the employee's family rights. FMLA provides up to 12 weeks a year for: 1) the birth, adoption or upbringing of a child, 2) the care of a family member with a serious illness, or 3) the employee's own serious health condition. No leave is paid (except when leave, sick leave or paid leave is used), but employers are required to continue group health benefits while on leave. The employee has the right to return to the same or comparable position after the termination of the leave. A : serious health includes a disability related to pregnancy. In particular, the definition of a serious state of health by FMLA includes any period of disability due to pregnancy or antenatal care. Employers should note that some states, such as California, have separate laws that require maternity disability leave. The FMLA also covers a pregnancy-related disability of a member of the employee's family. FMLA applies to employers employing at least 50 people. Suitable employees are those who: 1) worked for the employer for more than 12 months before the start of vacation, 2) worked at least 1,250 hours for 12 months before the start of the vacation, and 3) work in a place where the employer has at least 50 employees within 75 miles of the place. What if I want to fire an employee who is not doing a good job? Answer: This is a complex question, the answer to which depends largely on the circumstances. Communicating with employees is crucial, and dismissal should not come as a surprise to the employee. Accordingly, even if employment is clearly self-employed, it is important to advise underperforming staff on both their exact shortcomings and how they can improve their performance in these areas. It is equally important to document performance advice along the way. By following several simple guidelines, employers can justify termination decisions if and when challenged. Employees are also much less likely to approve claims if they believe their employer was fair to them and gave them an adequate opportunity to improve their performance over time before termination. What if I have to let go of an employee because I can't afford to pay her? A : Maintaining employment provides employers with maximum flexibility in the event of an economic downturn. Honesty is usually the best policy, and if an employer really can't afford to pay certain employees, it should be directly with affected employees and not constitute a reason for termination. Often, the economy can be the easiest way to justify a reduction in force. However, in the event of dismissal or dismissal, employers must ensure that they do not violate any affected workers with severance benefits. How can I make sure that my employees do not disclose the trade secrets of my company? A : Because trade secrets draw their value and legal value from as a well-known competitor, employers must take reasonable steps to maintain their secrecy. Employees who have been exposed to trade secrets can use them to compete with their former employers when they leave the company. To prevent this, employers should consider: Requiring employees to sign non-disclosure agreements Conducting field interviews for all departing employees Using personal identification codes and passwords to access a computer Disclosure of valuable information only on the basis of the need to know the requirement of footers or headlines on documents, providing qualifying information as confidential or own Restriction of access to objects that use locked files for reluctant material requiring non-disclosure including clients and consultants Using on-site security training of employees on the importance of protecting trade secrets and monitoring employees are also invaluable. Author/lawyer: Tyler M. Paetkau, a partner of Littler Mendelsohn, P.C. LLP, is a former chairman and advisor to the California State Labor and Employment Act section. He is the author of Hiring and Shooting, available in the Entrepreneur Press. Partnership Formation : What is the difference between a lender and an investor? A : When you go into business with others, the issue of management is always an issue. The reason is that the time frame required to build a successful business is not always the same as that of a lender who wants his or her money back within a certain period of time. And it's not always the same timeline as an investor who wants to see multiple returns on his or her investments as quickly as possible. The best approach for an entrepreneur is usually to reinvest all profits back into the business in order to achieve early growth so important to the earlier success of the business. The problem is that the lender usually has a security interest in business assets and can confiscate them if the business fails to meet its obligations. On the other hand, the investor may not have that security interest, but will probably look at the business with a careful eye all the time. The issue of control is a serious matter to explore before you engage with either the lender or the investor. The question is: What is the biggest problem in the overall partnership? A : While it is important to file relevant documents to create an LLC or corporation, a common partnership can be created with nothing more than a hug or handshake. In fact, the very act of working together, even without an official document, can create a legal relationship. This applies to husband and wife, as well as two or more unrelated people. The problem is that there is a common partnership with a common partnership and there is a number of responsibilities. This is that any partner can create monetary obligations for the partnership and all partners will be held personally liable all the debt, even if they knew nothing about it. The lender tends to go after deep pockets, in other words, the person with the most money. Make sure you know what each of your partners is doing in order to protect yourself from this problem. Your best defense is to form a legal entity, be it an LLC or a corporation. This will eliminate the problem completely. The question is: What is the problem when parents allow their children to take over the business? A: When you start a business, it's no secret that your corporate bank account isn't very big. As a result, most landlords, banks and suppliers of essential equipment will not accept corporate signatures on their leases, loans and contracts. They will insist on personal signatures and guarantees of owners. When children take over the business, the signature owners are usually still on the original contract. If something negative happens, these signatures become critical. Parents tend to have more assets and money than children. These assets are vulnerable to people seeking liabilities to be paid. Everything that parents originally signed up - such as franchise, credit, car, printing press, etc. - is fair game, although mom or dad may not have been involved in the business for years. To avoid this problem, you should treat the transition to the next generation as much as selling to a stranger as much as possible. Thus, most creditors, lenders and the like will accept the transfer and respect the transition as a complete change of ownership. If it is a franchise, make sure that corporate shares are legally transferred, the franchisor take the transfer and, if necessary, have new franchise documents prepared. If it's a loan, don't let the next generation just customize, expand or change it. Get it paid for and your kids sign a new loan document for extra credit or time. If necessary, parents can agree to guarantee the loan for a limited period of time. If it is a lease, lease or purchase agreement, make sure that new documents are created at the earliest opportunity. Author/Advocate : Ira Nottonson serves as a legal consultant and is a graduate of boston College Law School. His past clients include House of Pies, IHOP, Orange Julius, PIP Printing and Fast Imprint. He is the author of Formation Partnership and co-author of Small Business Legal Tools, as available to entrepreneur Press. A set of legal tools for small business (legal and tax issues) : Is my new employee or independent contractor? Answer: To answer your question, you have to look at the control question. The more control the employer over the employee, the more likely it is that the employee will be considered an employee. It's a matter of controlling the details of how the job is performed against the control of results only. The IRS looks at behavioral and and control, as well as relations between the parties. Behavioral controls include things like the amount of training provided, who manages the sequence of tasks, etc. Financial control refers to who carries the risk of loss, whether the employee incurs expenses that are not reimbursed, and the like. Finally, any contractual relationship between employer and employee is considered, and whether employment benefits are provided to the employee. The IRS also considers whether the work done is a key aspect of the employer's business authors/lawyers: Teresa A. Pickner owns a law practice that specializes in business, taxation and real estate planning legislation. She has a J.D. degree and a degree. M in taxation at the University of Denver. She is the co-author of Small Business Legal Tools, available from Entrepreneur Press. Ira Nottonson serves as a legal consultant and is a graduate of boston College Law School. His past clients include House of Pies, IHOP, Orange Julius, PIP Printing and Fast Imprint. He is the co-author of Small Business Legal Tools, available from Entrepreneur Press. Asset Protection: How can I protect my home if A decision is made against me? A: If you are not one of the lucky few who live in Florida or Texas who have unlimited estate exemptions, estate exceptions in most other states are too small to protect their home. The answer may be a qualified personal residence fund (CRRF). CPR is an irreversible trust that takes the title to your home. If a decision is made against you, the court will not attach to the house because you no longer own it. CPRS can be used for primary residence or holiday homes, but not for income-generating real estate. What will happen to my business if I can't run it anymore? A: Maintaining the continuity of your business in the event of illness or disability can be difficult. In most cases, if there is no partner or other key employee who can continue the company in your absence, you will have to value the business professional and offer it for sale. The problematic aspect of this decision is whether you have a position of equity that can be sold. For example, a consultant whose business is based on special knowledge may not have anything to sell because an outsider may not be able to handle the concept. Even if the buyer is qualified, the relationship of loyalty between the entrepreneur and the customer cannot be easily transferred. You can only have a list of customers to sell that special negotiations. This also applies to masseurs, personal chefs and the like. If your business has more tangible assets such as a retail store, small manufacturing business or restaurant does, the sale can be significantly significant Profitable. Authors/attorney: Robert F. Kluger (J.D.; LL.M.) is an attorney in a legal case for Klueger and Stein, LLP. He is admitted to practice law in California and in the U.S. Tax Court. He is a certified tax law specialist (State Council of Lawyers for Legal Specialization) and AV evaluated by Martindale. He has been practicing law since 1974 and represents clients against various tax authorities in all courts, including the United States Supreme Court. He is the author of Asset Protection, available from Entrepreneur Press. The book comes out in May, so there is no reference yet. More.

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