

## Terms of Use

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Welcome to Belaws.com. Belaws.com is an online marketplace for legal services performed by qualified lawyers.

Belaws is not a law firm. Belaws does not offer legal representation. Belaws does not offer any legal advice, legal opinions, recommendations, referrals, or counseling. "Lawyers" are not the employees or agents of Belaws. At no point may Belaws be held liable for the actions or omissions of any Lawyers.

The following terms and conditions (these "**Terms of Use**"), govern your access to and use of the Belaws website, including any content, functionality and services offered on or through www.belaws.com (the "**Site**"), by Beservices Ltd.

Please read the Terms of Use carefully before you start to use the Site. **By using the Site, opening an account or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found [here](#) incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Site. For more detailed policies surrounding the activity and usage on the Site, please access the designated articles herein.

This Site is offered and available to users who are 18 years of age or older. If you are under 18 you may not use this Site or the Belaws services. By using this Site, you represent and warrant that you are of legal age to form a binding contract and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

Our Customer Support team can be contacted by submitting a request at [hello@belaws.com](mailto:hello@belaws.com)

## Key Terms

**Lawyers** are users who offer and perform services on Belaws.

**Buyers** are users who purchase services on Belaws.

**Offers** are offers made by Lawyers to users who have request a quotation on Belaws.

**Order Request** is the request for quotation made by a Buyer to receive Offers from Lawyers.

**Order** is the formal agreement between a Buyer and a Lawyer after a Buyer has accepted an Offer and processed to the payment.

**Order Page** is where Buyers and Lawyers communicate with each other in connection with an Order.

**Disputes** are disagreements experienced during an order between a Buyer and a Lawyer on Belaws.

**Revenue** is the money Lawyers earn from Orders.

**Shopping Balance** is shopping credit collected from cancelled orders

## Overview (Main terms, in a nutshell)

- Only registered users may buy and provide services on Belaws. Registration is free.
- Offers may starts at a price of THB1,000. The price is solely determined by the Lawyer.
- Orders are purchased through the Order button found on an Offer.
- Users may not offer or accept payments using any method other than placing an order through Belaws.com.
- We care about your privacy. You can read our Privacy Policy by visiting the URL <https://www.belaws.com/privacy-policy.pdf>. The Privacy Policy is a part of these Terms of Use and incorporated herein by reference.

# Lawyers

## Basics

- Lawyers provide Offers based on the Order Requests of Buyers.
- If an Order is cancelled (for any reason), the funds paid will be refunded to the Buyer's Shopping Balance.
- For security concerns, Belaws may temporarily disable a lawyer's ability to withdraw revenue to prevent fraudulent or illicit activity. This may come as a result of security issues, improper behavior reported by Buyers, or associating multiple Belaws accounts to a single withdrawal provider.

## Offer

- Lawyers send Offers addressing specific requirements of a Buyer.
- Offers are defined by the Lawyer with the exact description of the service, the price and the time expected to deliver the service.

- Offers are sent on the Order Page.
- Services provided through Offers may not violate Belaws Terms of Use.

## Withdrawing Revenues

- Your Belaws profile can be associated with only one bank account.
- Revenues are made available to the Lawyer following a safety clearance period of 7 days (“**Clearance Period**”) after the payment has been made by the Buyer.
- Withdrawal of Revenues will be done by bank transfer to the bank account of the Lawyer upon his demand following the Clearance Period. The bank fees will chargeable to the Lawyer.
- Withdrawals are final and cannot be undone. We will not be able to refund or change this process once it has begun.

# Buyers

## Basics

- You may not offer direct payments to Lawyers using payment systems outside of the Belaws Order system.

## Purchasing

- Buyers make an Order Request which addresses specific Buyer requirements, and receive an Offer from Lawyers through the site.
- Payment is made using Omise online payment platform.
- Processing fees are added at the time of purchase where a Buyer can review and accept the total amount requested to pay. These fees cover payment processing and administrative fees. As of November 2017, the current fees assessed to the total purchase amount are 20% on purchases.
- You may not offer Lawyers to pay, or make payment using any method other than through the Belaws.com site. In case you have been asked to use an alternative payment method, please report it immediately to Customer Support at [hello@belaws.com](mailto:hello@belaws.com)
- To protect against fraud, unauthorized transactions (such as money laundering), claims or other liabilities, we do not collect credit information; but allow our payment vendors to collect information for the purpose of collecting payments from Buyers on the Site or transferring payments to Lawyers on the Site. We are not exposed to the payment

information provided to our payment vendors, and this information is subject to the privacy policy applicable to the payment vendor. Please see our Privacy Policy for more information [here](#).

## VAT

Buyers will be charged VAT at the applicable rate (7% as of November 2017) in addition to the purchase price and processing fees. An invoice will be provided. A receipt of the payment will be provided upon demand to allow eligible users to claim back the VAT from the tax authorities.

# Orders

## Basics

- Once payment is confirmed, your order will be created and given a unique Belaws order number.
- Lawyers must deliver completed files and/or proof of work using the Completed Job button (located on the Order Page) according to the Order.
- An Order is marked as complete after the order is marked as Completed and then accepted by a Buyer. An order will be automatically marked as complete if no request for modification was submitted within 10 days after marked as Completed.
- Buyers and Lawyers must settle conflicts amongst themselves. If for any reason this fails, users can contact Belaws's Customer Support department for assistance at [hello@belaws.com](mailto:hello@belaws.com).

## Handling Orders

- Users are responsible for scanning all transferred files for viruses and malware. Belaws will not be held responsible for any damages which might occur due to site usage, use of content or files transferred.
- Buyers may use the "Request Revisions" feature located on the Order page while an order is marked as Completed if the delivered materials do not match the Lawyer's description on the Order .

## Disputes and Cancellations

Buyers and Lawyers must settle conflicts amongst themselves. If for any reason this fails, users can contact Belaws's Customer Support department for assistance at [hello@belaws.com](mailto:hello@belaws.com)

## Basics

- Reversing a payment through your payment provider or your bank is a violation to these Terms of Use. Doing so may get your account temporarily disabled to investigate possible security violations. Note: once you have filed a dispute with your payment provider, the funds will be ineligible for a refund due to our obligations towards the payment provider.
- In the event that a Buyer or Lawyer encounters an issue related to the service provided in an Order, they must settle conflicts amongst themselves.
- Belaws reserves the right to cancel orders or place funds on hold for any suspected fraudulent transactions made on the Site.
- All transfer and assignment of intellectual property to the Buyer shall be subject to full payment for the Order and the delivery may not be used if payment is cancelled for any reason.
- If an order is cancelled (for any reason), the funds paid will be refunded to the Buyer's shopping balance.
- Requests for revisions can be performed through the Order page before the order is marked as Completed.
- Requesting to gain more services from Lawyers beyond the agreed requirements by using the Request Revisions button is not allowed.

## Refunds

- Belaws does not automatically refund payments made for cancelled orders back to your payment provider. Funds from order cancellations are refunded to the Buyer's balance as credit and are available for future purchases on Belaws. Funds returned to your balance from cancelled orders will not include processing fees paid.

# User Conduct And Protection

## Basics

- To protect our users' privacy, user identities are kept anonymous until the Order. Requesting or providing Email addresses, Skype/IM usernames, telephone numbers or

any other personal contact details to communicate outside of Belaws in order to circumvent or abuse the Belaws messaging system or Belaws platform is not permitted.

- Any necessary exchange of personal information required to continue a service may be exchanged within the Order Page.
- Belaws does not provide any guarantee of the level of service offered by Lawyers.
- Belaws does not provide protection for users who interact outside of the Belaws platform.
- All information and file exchanges must be performed exclusively on Belaws's platform.
- Rude, abusive, improper language, or violent messages sent to users will not be tolerated and may result in an account warning or the suspension/removal of your account.

## Violations

Users may receive a warning to their account for violations of our Terms of Use or any user misconduct reported to us. A warning will be sent to the user's email address and will be displayed for such user on the Site. Warnings do not limit account activity, but can lead to your account being temporarily or permanently removed based on the severity of the violation.

### Non-Permitted Usage

**Adult Services & Pornography** - Belaws does not allow any exchange of adult oriented or pornographic materials and services.

**Inappropriate Behavior & Language** - Communication on Belaws should be friendly, constructive, and professional. Belaws condemns bullying, harassment, and hate speech towards others. We allow users a medium for which messages are exchanged between individuals and a system to rate orders,

**Phishing and Spam** - Any attempts to publish or send malicious content with the intent to compromise another member's account or computer environment is strictly prohibited. Please respect our members privacy by not contacting them for commercial purposes without their consent.

**Privacy & Identity** - Submitting an Order Request does not form a lawyer/client relationship and is not protected by lawyer/attorney privilege. Notwithstanding the same, Belaws takes every reasonable effort to ensure the privacy of messages and documents exchanges on our Site.

**Fraud / Unlawful Use** - You may not use Belaws for any unlawful purposes or to conduct illegal activities.

## Abuse and Spam

**Multiple Accounts** - To prevent fraud and abuse, users are limited to one active account. Any additional account determined to be created to circumvent guidelines, promote competitive advantages, or mislead the Belaws community will be disabled. Mass account creation may result in disabling of all related accounts. Note: any violations to Belaws's Terms of Use is cause for permanent suspension of all accounts.

**Targeted Abuse** - We do not tolerate users who engage in targeted abuse or harassment towards other users on Belaws. This includes creating new multiple accounts to harass members through our message or ordering system.

**Selling Accounts** - You may not buy or sell Belaws accounts.

## General Terms

- Belaws reserves the right to put any account on hold or permanently disable accounts due to breach of these terms of service or due to any illegal or inappropriate use of the Site or services.
- Violation of Belaws's Terms of Use may get your account disabled permanently.
- Users with disabled accounts will not be able to sell or buy on Belaws.
- Users who have violated our Terms of Use and had their account disabled may contact our Customer Support team for more information surrounding the violation and status of the account.
- Users must be able to verify their account ownership through Customer Support by providing materials that prove ownership of that account.
- Disputes should be handled using by contacting Belaws Customer Support.
- Belaws may make changes to its Terms of Use from time to time. When these changes are made, Belaws will make a new copy of the terms of service available on this page.
- You understand and agree that if you use Belaws after the date on which the Terms of Use have changed, Belaws will treat your use as acceptance of the updated Terms of Use.

## User Generated Content

User Generated Content ("UGC") refers to the content added by users as opposed to content created by the Site. All content uploaded to Belaws by our users (Buyers and Lawyers) is User Generated Content. Belaws does not check user uploaded/created content for appropriateness, violations of copyright, trademarks, other rights or violations. We invite everyone to report violations

together with proof of ownership as appropriate. Reported violating content may be removed or disabled.

Furthermore, Belaws is not responsible for the content, quality or the level of legal service provided by the Lawyers. We provide no warranty with respect to the services, their delivery, and any communications between Buyers and Lawyers.

By offering a service, the Lawyer undertakes that he/she has sufficient permissions, rights and/or licenses to provide the said services on Belaws.

## **Ownership**

Ownership and limitations: Unless clearly stated otherwise on the Lawyer's Custom Order, when the work is delivered, and subject to payment, the Buyer is granted all intellectual property rights, including but not limited to, copyrights for the work delivered from the Lawyer, and the Lawyer waives any and all moral rights therein. The delivered work shall be considered work-for-hire under the Civil and Commercial Code. All transfer and assignment of intellectual property to Buyer shall be subject to full payment for the service and the delivery may not be used if payment is cancelled for any reason.

Lawyers further confirm that whatever information they receive from the Buyer, which is not public domain, shall be kept confidential and shall not be shared or used for any purpose whatsoever other than for the delivery of the ordered work to the Buyer.

## **Disclaimer of Warranties**

YOUR USE OF THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER BELAWS NOR ANY PERSON ASSOCIATED WITH BELAWS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **Limitation on Liability**



IN NO EVENT WILL BELAWS, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

The Terms of Uses shall be subject to the laws of Thailand and the parties shall submit to the exclusive jurisdiction of the Thailand courts.

In the event of any comments or questions regarding the Terms or Use, then please contact us at [hello@belaws.com](mailto:hello@belaws.com).

Our registered company number is 0105560152489 and our registered office is at ITF Tower, Room 604, 25th Floor, 160 Silom Road, Bangkok 10500, Thailand.