

LEGALESE

Legalese (noun)

Language used by lawyers and in legal documents that is difficult for ordinary people to understand.



LAW SUCKS

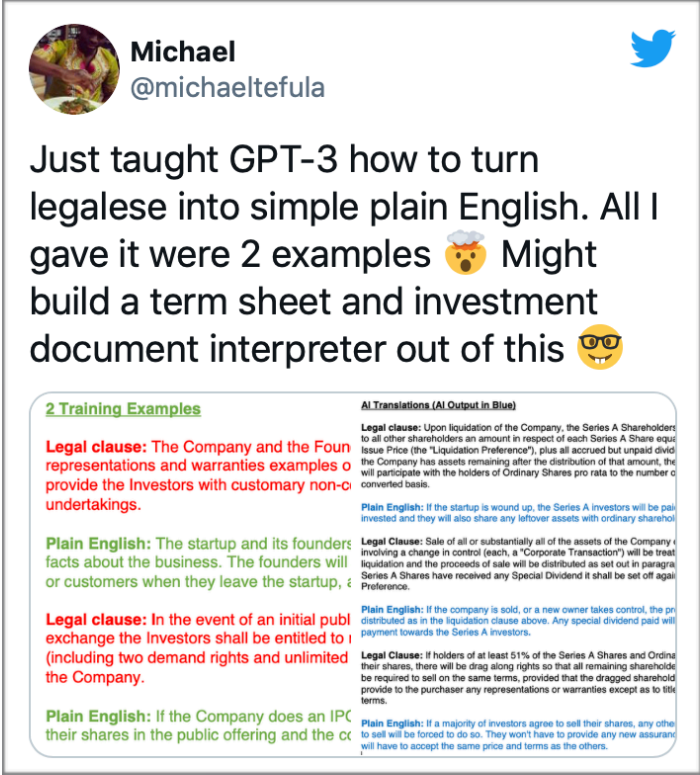
Do you ever bother to read those terms and conditions before ticking the “accept” box?



Multiple studies — as if we needed them — show that no one bothers, and nor do they have time. It would take the average person over 30 working days to actually read the privacy policies of the websites they visit in a year. So overwhelming is the information overload it seems we are powerless to control what rights we may be signing away to the tech giants.

Law should be something we have a say in. Yet for many of us law feels like something that is done to us.

Law is broken. It is alienating, unusable and unenforceable. We need to fix it and make it understandable.

Natural Language Processing (NLP) allows us to ”autocorrect” text and work with a given sentence and then try to predict what the next word should be. **This makes it possible also to turn “legalese” into common English – and vice versa.**



 **Michael**
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Just taught GPT-3 how to turn legalese into simple plain English. All I gave it were 2 examples 🤖 Might build a term sheet and investment document interpreter out of this 😊

2 Training Examples

<p>Legal clause: The Company and the Founders warrant and represent to the Investors with customary non-competition undertakings.</p>	<p>AI Translations (AI Output in Blue)</p> <p>Legal clause: Upon liquidation of the Company, the Series A Shareholders shall be entitled to all other shareholders an amount in respect of each Series A Share equal to the Issue Price (the "Liquidation Preference"), plus all accrued but unpaid dividends. If the Company has assets remaining after the distribution of that amount, the Series A Shareholders shall participate with the holders of Ordinary Shares pro rata to the number of shares held on a converted basis.</p>
<p>Plain English: The startup and its founders will provide the Investors with customary non-competition undertakings when they leave the startup, etc.</p>	<p>Plain English: If the startup is wound up, the Series A investors will be paid first and they will also share any leftover assets with ordinary shareholders.</p>
<p>Legal clause: In the event of an initial public offering, the Investors shall be entitled to a pro-rata share of the proceeds of the offering (including two demand rights and unlimited demand rights).</p>	<p>Legal clause: Sale of all or substantially all of the assets of the Company involving a change in control (each, a "Corporate Transaction") will be treated as a liquidation and the proceeds of sale will be distributed as set out in paragraph 4.1. If the Company has received any Special Dividend it shall be set off against the Liquidation Preference.</p>
<p>Plain English: If the Company does an IPO, the Investors will be entitled to a pro-rata share of the proceeds of the offering (including two demand rights and unlimited demand rights).</p>	<p>Plain English: If the company is sold, or a new owner takes control, the proceeds of sale will be distributed as in the liquidation clause above. Any special dividend paid will be paid to the Series A investors.</p>
	<p>Legal clause: If holders of at least 51% of the Series A Shares and Ordinary Shares agree to sell their shares, any other holders of Series A Shares and Ordinary Shares will be forced to do so. They won't have to provide any new assurances or warranties to the purchaser any representations or warranties except as to title.</p>
	<p>Plain English: If a majority of investors agree to sell their shares, any other investors will have to accept the same price and terms as the others.</p>

Project

Project goals

The goal of the project is to build a working prototype of an **NLP-assisted desktop app**, that would allow people to translate legalese into plain English.

The people participating in the project will walk away with knowledge on how to work in the field of NLP and how to build motivating and client-centric applications.

Technologies

The students will use either **GPT-3** or open-source version **GPT-J / GPT-Neo** for the NLP part of the project. Furthermore, the students can choose the technologies from the major programming languages that are largely used for software development.

Requirements for the students

The project requires a **basic understanding of NLP technology**. We have already conducted a wide survey on the benchmark projects and have a strong vision for the project. There is no need for the students to do tedious or repetitive tasks.

We can adjust the scope of the project during the project to suit the size and skills of the team. We describe the difficulty of the topic as **easy/moderate**, depending on the technologies used.

Legal Issues

The client gets all IPRs to the results. The client will share some confidential information with the students.

The additional IPR needed for the project (domains etc.) is already in possession of Dot. We can support the team with technology licenses, if agreed beforehand.

Client

Dot. Legal Oy is an award-winning design studio, with offices in Helsinki, Finland and Alicante, Spain. Our work combines design thinking, legal expertise and new technologies.

www.dot.legal

The representatives for the client are Antti Innanen and Aku Nikkola. Antti Innanen has led two similar Aalto student projects before as a product owner. The results have been very positive, both for the target companies and the students.

We have held contact with several students and worked with them also in other projects. We are willing to take our time to guide the team to make the learning experience as smooth as possible.

PO information

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**HELP US TO
MAKE LAW
ACCESSIBLE.**

**NO MORE
LEGALESE.**

Dot.