

WeTransfer Plus Terms of Service

To make sure everybody knows what to expect from each other, WeTransfer has written down the conditions for use of the WeTransfer Plus service.

These Terms of Service are a binding legal document between WeTransfer and you, so we recommend you read this document carefully.

To enable easy reading of this document, we have separated the text into a left column, with the binding text in ‘legal speak’, and a right column, with the non-binding text in simple speak. We hope this helps you to get a good understanding of what we offer you, what you can expect from us and what we expect from you.

Version: 29 May 2015

You have read and understand:

In simple speak:

Acceptance of the Terms and Definitions

The Terms of Service for WeTransfer Plus including WeTransfer’s Notice and Take Down Policy (“NTD Policy”) and Privacy Policy, are an agreement between you (“You”, “Your”, etc.), the user of our WeTransfer Plus file transfer service (“Service”) provided through Your Account (“Account”) within the website or domain WeTransfer.com (“Website”), and WeTransfer B.V., with its principal business office located at Oostelijke Handelskade 751, 1019 BW Amsterdam, the Netherlands (“WeTransfer”, “We”, etc.), owner and rights holder of the Website and provider of the Service (“Terms”). By accessing the Website or using the Service You agree to be bound by these Terms, including the NTD Policy and Privacy Policy, as set out below.

You accept that we offer our service with certain conditions. For ease of use, words spelled with a capital letter have a specific description.

NTD Policy, Privacy Policy & Cookies

By accepting the Terms, You agree to the Privacy Policy and the NTD Policy, including but not limited to, its indemnifications and warranties. In the event that WeTransfer finds or is notified of presumed unlawful activity, WeTransfer reserves the right to follow the procedure described in the [NTD Policy](#). For more information on how WeTransfer handles personal data and cookies, please see our [Plus Privacy Policy](#).

Privacy and cookies are hot topics, they’re so important they had to go into another document!

You have read and understand:

Service

With this Service WeTransfer provides You the infrastructure and facilities to transfer any kind and any amount of digital files (“File” or “Files”) up to 10 gigabyte (GB) per transfer. Each File can be sent to up to 100 email addresses per transfer, though each email is sent separately. You may transfer an unlimited amount of Files. However, Your storage for transferring purposes may not exceed 50 GB in total. WeTransfer reserves the right to refuse any excessive transfers. WeTransfer stores the Files You transfer through our Service for as long as You hold an Account. In addition, WeTransfer provides You with Your own Channel.

You agree not to use the Services to commit or promote, enable or facilitate unlawful or criminal acts. You will respect the rights of others, including privacy and Intellectual Property Rights; You will not use or promote use of the Services to transfer or to distribute Files that contain child pornography, promote racism, violence or hatred, that are false or misleading, infringe on intellectual property rights, violate privacy rights, including data protection rights, and/or infringe on or violate any applicable law or regulation;

You agree not to impersonate or pretend affiliation with any person or entity, access any non-public areas of wetransfer.com, send viruses, worms, malware, junk mail, spam, chain letters, phishing mails, unsolicited promotions or advertisements of any kind and for any purpose. Additionally You agree not to attempt to probe, scan, compromise or test the vulnerability of the Services or any related service, system or network or breach any security or authentication, unless You do so in accordance with our [Responsible Disclosure Policy](#).

In simple speak:

Enjoy our service! You can send tons of large files and keep them available online for up to one year (or longer if you extend/automatically renew your Plus account).

We expect you not to use any of the WeTransfer services in any other way than they were intended to.

You have read and understand:**Channel**

As part of the Service, WeTransfer provides You with a personal URL, three Wallpapers spaces and a customisable e-mail template in the form of Your own Channel (“Channel”). The background Wallpapers provided by WeTransfer, including advertisements, photography, graphic design, typography, portraits and logos, as well as trademarks, service marks and trade names are the intellectual property of their rights holders, such as the advertisers and/or third parties. You are not allowed to copy, reproduce, make available online to the public, sell or reuse the wallpapers or part of the wallpapers in any way without the permission of the rights holder.

WeTransfer is not liable to You or any third party for any damages arising out of the use, reuse, or adaptation of background Wallpapers chosen independently by You, including but not limited to, copyright protected works and/or trademarks.

WeTransfer has the right to investigate and/or remove, without warning, any Wallpapers from Your Channel, our servers or block anyone from accessing the Channel or using the Service, when WeTransfer finds, at its own discretion or after receiving substantiated and valid complaints, that a Wallpaper is used in violation of this Agreement, including any applicable law or regulation.

WeTransfer is not responsible or liable for:

- The contents of Wallpapers,
- In-ad links to advertisers or third party websites or
- The contents, products or services offered on advertisers or third party websites.

You accept that all use outside the WeTransfer domain is at Your own risk.

In simple speak:

The wallpapers always look amazing, but most of them aren't ours, or yours. We expect you to respect the rights of others.

You have read and understand:

Account

To use our Service, You are required to register for an Account on our Website. To register for an Account You need to fill in Your personal details, including e-mail address, a password and payment provider of Your choice and fulfill the yearly subscription fee. Make sure the personal information in Your Account is accurate, complete and current at all times. You are also responsible for keeping Your Account details to yourself as well as for any actions taking place from Your Account. You can manage the Files You have stored for transferring purposes through Your Account.

For Your ease of future use WeTransfer remembers the e-mail address(es) You enter for Yourself and those of Your Recipients. For more information, see the Plus Privacy Policy. It is also possible to import an address by copy-pasting it into Your Account and to add new Recipients to Your address book.

Subscription and payment intermediary

By signing up for a WeTransfer Plus Account and providing us with Your payment information, You hereby agree to these payment terms and conditions.

The subscription fee for a WeTransfer Plus Account is 120 USD (\$120) excluding VAT or 120 EUR (€120) including VAT per year, charged to the payment provider of Your choice. Your WeTransfer Plus Account will not expire after the first year, but will be renewed automatically. This means that You will be billed in advance on a recurring, periodic basis (“Billing Cycle”).

Billing Cycles are annual. We will automatically charge You 14 days prior to the calendar day corresponding to the commencement of Your WeTransfer Plus subscription. You acknowledge that the amount billed each year may vary for reasons that may include but are not limited to: differing amounts due to promotional offers or changes in the amount of applicable sales tax; and You authorise WeTransfer to charge You for such varying amounts.

In simple speak:

We are open and clear about who we are and would like the same from you. Keep your details up to date and to yourself.

We’ll remember who you sent stuff to, to make life easy.

To use our service and to store all this data, we ask a very reasonable subscription fee of 120 USD/EUR per year. We’ll automatically renew your account.

We’ll bill you annually, and if the tax rules change, or you get a discount, the price will change.

You have read and understand:

Subscription and payment intermediary (cont.)

We work with trusted payment intermediary Adyen (Adyen.com). Adyen supports credit cards, PayPal and local payment systems. WeTransfer notifies You when the (next) annual account fee is scheduled to be charged via the e-mail address You provided with Your Account. It is Your responsibility to have sufficient balance to enable the subscription fee to be charged. In the event that the subscription fee can, for any reason whatsoever, not be collected, Your Account will be terminated.

You may cancel auto-renewal on Your WeTransfer Plus subscription at any time by emailing us (plus@wetransfer.com) or by changing Your settings in Your "Billing information" page [here](#), in which case Your subscription will continue until the end of that Billing Cycle before terminating and without any right to reimbursement of (part of) the subscription fee. Upon termination, Your Account, including Your personal data, address book and any Files stored for transfer, are directly, automatically and permanently deleted. You must cancel Your WeTransfer Plus Account before it renews each year in order to avoid billing of the next year's fees to You.

If You want to use a different payment method or if there is a change in Your payment information, You may set Your Account to be renewed manually instead. You can then adjust Your Account information during the renewal process.

You are responsible for ensuring that all of Your Account information, including Your email address and all payment information is accurate and up to date at all times. If Your credit card expires or the payment information is otherwise invalid, the recurring payment attempt of Your Plus subscription will fail, which can lead to termination of Your Account. However, You will receive a notification e-mail about this failed attempt and You will be able to renew Your Plus Account manually.

In simple speak:

We'll let you know in advance when your account is up for renewal. If you don't have enough balance to pay for it, your subscription will expire.

If you don't want your account to be automatically renewed, tell us so in advance. We'll then send you a couple of reminders at the end of the subscription to renew your account. If you snooze you lose. If you don't renew your account or cancel it, there will be no more data.

Make sure your payment details are up to date to avoid a bunch of hassle.

You have read and understand:

Files

WeTransfer provides the technically necessary facilities to transfer Your Files. WeTransfer does not claim any ownership or knowledge of the contents of the Files You transfer through our Service. You are fully and solely responsible for the Files You transfer through our Service. WeTransfer can however view the names and types of Files that have been sent, but will only access this information if Your (technical) support request necessitates this.

By using our Service You acknowledge and agree that WeTransfer is not responsible for any failure of the Service to store, transfer or delete a File or for the corruption or loss of any data, information or content contained in a File.

In simple speak:

The files we transfer for you are yours and your sole responsibility. You give us permission to enable the smooth and fast transfer and storage of your files. If you ask us for help with your transfer, and we need to check your transfer, we will see the file names and file types.

To get the best out of our service, We believe You should regularly delete or backup Your Files to another server, hard-drive or storage service. WeTransfer is a File transfer service and not a storage service. We are not responsible for your files or if things go wrong.

You have read and understand:

Permissions

By using our Service You guarantee that You have, for each File, all required permissions, including from copyright and other intellectual property rights holders, to distribute, transfer, store and make available online and for download as part of our Service.

Transfer Policy

We treat all File transfers between You and Your designated recipients (“Recipient” or “Recipients”) confidential. WeTransfer does not check, open or view Your File, nor the type or content of Files You sent, nor does it offer any search function, catalogue or listing to facilitate others than You to find any Files that are available for transfer. However, any person with access to the download link of a stored File may download that File. Both You and Your Recipients receive a confirmation email for each successful File transfer, including instructions on how to download the File and ways to republish the download link, including social media sharing buttons.

WeTransfer does not allow, and You guarantee and accept that You may not transfer or store content that:

- is obscene, defamatory, libellous, slanderous, profane, indecent or unlawful, promotes racism, violence or hatred;
- infringes or misappropriates third party Intellectual Property Rights and/or privacy rights or any other kind of rights;
- constitutes ‘hate speech’, whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation or language of such individual or group;
- facilitates or promotes gambling, or the sale or use of liquor, tobacco products or illicit drugs, and/or;
- is factually inaccurate, false, misleading or deceptive;

In simple speak:

You can only transfer files if they’re yours, or if you have the permission from the owner to do so.

We respect your rights and expect that you respect the rights of others. We won’t ever look at your files, unless we are informed by the authorities that you have been doing illegal stuff, or we find or receive complaints that you are doing things that are just not cool.

You have read and understand:

In simple speak:

Transfer Policy (cont.)

In addition, You agree not to:

- impersonate or pretend affiliation with any person or entity;
- access any non-public areas of our Website or Service;
- send viruses, worms, malware, junk mail, spam, chain letters, phishing mails, unsolicited promotions or advertisements of any kind and for any purpose;
- attempt to probe, scan, compromise or test the vulnerability of the Website or Service or any related system or network or breach any security or authentication.

Nevertheless, if notified by the relevant authorities, WeTransfer reserves the right to investigate, (temporarily) block and/or remove, without warning, Your Files or Account. The same applies when WeTransfer finds, at its own discretion, or receives substantiated and valid complaints, that You may violate these Terms, including the Privacy and/or NTD Policy, or act in violation of any applicable law or regulation.

Disclaimer

WeTransfer provides its Service “as-is”, without warranty of any kind. Without limiting the foregoing, WeTransfer explicitly disclaims any warranties of merchantability, fitness for a particular purpose and non-infringement. WeTransfer makes no warranty that the Service is available on an uninterrupted, secure or error-free basis. Your use of the Service is at Your own risk. You acknowledge and agree that WeTransfer is not responsible for any damages to Your computer system or the computer system of any third party that result from use of the Service.

We do our best to make WeTransfer tick real smooth. If anything goes wrong, we’ll run as fast as Usain Bolt to fix it.

You have read and understand:

In simple speak:

Indemnity and Liability

You accept that You are liable and will hold harmless WeTransfer for any and all incidents, procedures and/ or claims arising in relation to the Files transferred through our, or stored within our Service, and/or submitted through Your Account. You will defend, indemnify and hold harmless WeTransfer, including its employees and affiliates, from and against any claims, liabilities, damages, losses and expenses, including reasonable legal and accounting fees, arising out of or in any way connected with Your access to or use of the Service or Your violation of these Terms, including any third party claims that Files submitted to the Service through Your Account infringe or violate any third party rights. However, this limitation of liability does not intend to exclude the liability of WeTransfer.com for the intentional and/or deliberate recklessness of WeTransfer.com themselves (“their own acts”) and or the management of WeTransfer.com.

If we do something wrong we'll fix it, if you do something wrong it's down to you.

In no event will WeTransfer be liable to You or to any third party for any damages arising out of use of the Website or Service, whether based on warranty, contract, tort (including negligence) or any other legal theory and whether or not WeTransfer has been informed of the possibility of such damage, even if any limited remedy is found to have failed its essential purpose. WeTransfer will not accept any liability for damage as a result of an attributable failure in the performance of the agreement to provide the Service or pursuant to an unlawful act or whatever other reason, including, but not limited to any incidental, special, consequential damage resulting from or in connection with the use of the Service and/or the impossibility of using it insofar as this is allowed under mandatory law. In the event WeTransfer is liable for damage under mandatory law, WeTransfer's aggregate liability to You for any and all claims arising out of or in connection with the use of the Service will in no event exceed one hundred euro (€100) per incident.

You have read and understand:

In simple speak:

Applicable Law and Jurisdiction

All rights and obligations arising out of or in connection to these Terms are construed, governed, interpreted and enforced according to the laws of the Netherlands. The exclusive jurisdiction and venue of any action with respect to any subject matter relating to these Terms will be the courts located in Amsterdam, the Netherlands, unless stipulated otherwise by mandatory Dutch or international laws. You waive any objection to jurisdiction and venue in the courts of the Netherlands.

Dutch law applies to this agreement and any conflicts between you and us. If we go to court, this will be in Amsterdam, the Netherlands. Love to see you in Amsterdam, but ideally not in court.

Revisions to the Terms

Note that WeTransfer may revise these Terms from time to time. Each revised version shall be dated and posted on the Website. WeTransfer recommends that You review the Website from time to time and take note of any changes. If You do not agree with the Terms, including the NTD Policy and Privacy Policy, You should not or no longer access or use the Website and/or Service. By continuing to use of the Website and/or Service You accept any changes made to the Terms, including the NTD Policy and Privacy Policy.

We hate writing Legalese, but sometimes we have to and sometimes we'll change stuff. If you don't have anything better to do, check in to see if things have changed.

Questions?

For questions about these Terms, please contact WeTransfer at legal@wetransfer.com. We speak English.

If you have any questions, just send us an e-mail in English (please try and make it somewhat funny).