

## **WeTransfer Terms of Service**

To make sure we know exactly what to expect from each other, WeTransfer has written down the conditions that apply whenever it provides services to its users. By using the website or file transfer service you agree to be bound by these terms of service, the notice and take down policy and privacy policy.

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: 6 May 2015

### **You have read and understand:**

### **In simple speak:**

Here’s how it works: You can use WeTransfer if you agree to stick to these rules.

## **Acceptance of the Terms and Definitions**

The Terms of Service and underlying [NTD Policy](#) and [Privacy Policy](#) (“Terms”) are a legal document between you (“You”, “Your”, etc.), the user of our file transfer service (“Service”) provided through the website WeTransfer.com (“Website”), and WeTransfer B.V. (“WeTransfer”), owner and rights holder of the Website and provider of the Service. We recommend You to read these documents carefully. Words spelled with a capital letter have a specified description.

Please read the Terms carefully. Words with a Capital letter are special.

## **You have read and understand:**

## **In simple speak:**

### **Acceptance of the Terms and Definitions (cont.)**

By accessing or using any part of the Website or Service You agree to be bound by the Terms, including the NTD Policy and Privacy Policy that form an integral part of the Terms.

If you use our service, you agree to the Terms of Service, NTD Policy and Privacy Policy. If you don't agree with them, don't use the service.

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. Any future or continued use of the Website and/or Service is governed by the Terms, including the NTD Policy and Privacy Policy.

We change the Terms every so often. Keep an eye on the website to check if they've changed.

### **Service**

WeTransfer provides You with the infrastructure and facilities to send up to 2 gigabytes of data or an unlimited number of digital files ("File" or "Files") to others and/or themselves over the internet via our Website. Our basic Service is completely free from registration and charge thanks to the full-page wallpaper ads from our selected advertisers on the background of the Website. Special features and functionalities are available at a charge, such as WeTransfer Plus.

You can use our service for free, to send up to 2 GB per transfer. If you want special functionalities, you can pay to get a WeTransfer Plus account.

**You have read and understand:****Service (cont.)**

WeTransfer transfers all kinds of Files. All File transfers between You and the designated recipient(s) (“Recipient” or “Recipients”) are treated confidentially. WeTransfer does not check or open the type or content of Files being sent, nor does it offer a search function, catalogue or listing to find Files that are available for transfer. 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 necessitated this.

Uploaded Files are stored on WeTransfer’s servers for a period of 7 days or, if transferred through WeTransfer Channels, for a period of 28 days. After this period Files are permanently deleted to make room for new transfers. Each File can be sent to up to 20 email addresses per transfer, though each email is sent separately to each individual Recipient. When You have successfully uploaded Your preferred Files, both You and the Recipient receive an email with download details.

**In simple speak:**

We treat your stuff with respect. We don’t let anyone search for anything on the website, and we only check transfers if you send us a support request.

If you upload something, it will be available for a limited amount of time. After this period, transfers are deleted. Once deleted, they’re gone. You can send a transfer to a maximum of 20 people at once.

## **You have read and understand:**

### **Notification email**

WeTransfer provides different kinds of notification emails to users of the Service.

An email is sent to the email address You have provided as Your email address to confirm successful upload of the Files. This transfer confirmation email contains:

- the email addresses of the Recipients;
- the name, extension and size of the File;
- a direct link to download a copy of the File yourself;
- the date that the File will be deleted, in other words the period in which the File is available for You to download (as many times as You wish);
- in the event that You have made use of the opportunity: Your personalized message.

The Recipient will receive a notification email from WeTransfer. This email contains:

- a download button that leads to the location within the Website where the Recipient can directly and securely download the File;
- if provided, a personal message;
- the email address of the sender;
- the name, extension and size of the File;
- the date that the File will be deleted, in other words the period in which the File is available for the Recipient to download.

## **In simple speak:**

We sent you emails when you upload stuff, when there's a download waiting for you, when your uploaded transfer is about to expire, and when the recipient has downloaded your transfer successfully.

**You have read and understand:**

**In simple speak:**

**Notification email (cont.)**

You will receive an expiry reminder email on the email address You have provided as Your email address two days before the transfer expires. This expiry reminder email contains:

- the email address of the Recipient;
- the name, extension and size of the File;
- a direct link to extend Your available transfer period by registering for a WeTransfer Plus account.

This email is sent once per 30 days at most, regardless if the Recipient downloaded the transfer or not. It is possible to unsubscribe from this expiry reminder email by clicking the unsubscribe link in the email.

You will receive a download confirmation email when a Recipient has successfully downloaded your Files for the first time. This download confirmation email contains:

- the name, extension and size of the File;
- the date that the File will be deleted, in other words the period in which the File is available for the Recipient to download;
- a direct link to download a copy of the File yourself;
- if used, a direct link to the subdomain on WeTransfer.com that was used to send the File from.

**File transfer**

WeTransfer provides the technically necessary facilities to transfer Your File. WeTransfer does not claim any ownership of the Files You transfer through our Service. You are fully and solely responsible for the Files You wish to transfer through our Service.

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.

You're responsible for your files. We don't claim any ownership of your files. We don't take any responsibility for any failure.

**You have read and understand:**

**In simple speak:**

**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.

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

**Ads and links**

The advertisements, including 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 advertisements or part of the advertisements in any way without the permission of the rights holder. WeTransfer is not responsible or liable for (i) the contents of advertisements, (ii) in-ad links to advertisers or third party websites or (iii) the contents, products or services offered on advertisers or third party websites. You accept that all use outside the Website is at Your own risk.

Don't steal other people's advertisements. We're not responsible for the contents of ads, the links in the ads or the stuff on websites we link to.

**You have read and understand:****Not allowed**

WeTransfer respects Your rights and demands that You respect those of WeTransfer, its advertisers and third parties. This includes privacy and intellectual property rights, such as trademarks, service marks, trade names and logos. You are not allowed to use our Service to infringe on any rights, including privacy or intellectual property rights or to promote, enable or facilitate others to infringe on any rights of others.

As a condition to make use of the Service You agree not to transfer any Files that:

- feature child pornography;
- promote racism, violence or hatred;
- are false or misleading;
- You don't have the right to copy and/or transfer;
- infringe on intellectual property rights;
- violates privacy rights, including data protection rights;
- infringe on or violate any applicable law or regulation.

In addition, You agree not to:

- impersonate or pretend affiliation with any person or entity;
- access any non-public area's 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, unless You do so in accordance with our [Responsible Disclosure Policy](#).

**In simple speak:**

Be excellent to each other, don't transfer illegal stuff or stuff that isn't yours.

**You have read and understand:**

**In simple speak:**

**Not allowed (cont.)**

WeTransfer reserves the right to investigate and/or remove, without warning, any Files from its servers or block You from accessing the Website or Service, when WeTransfer finds, at their own discretion or after receiving substantiated and valid complaints, that You violate these Terms (including the Privacy and/or NTD Policy) or act in violation of any applicable law or regulation. WeTransfer reserves the right to disclose Files in so far necessary (i) to defend itself in legal proceedings (ii) to follow a court order, (iii) to abide by any law, regulation or governmental request, (iv) to safeguard national security, defense, public security or public health and v) to uphold our Terms.

**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 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 by You 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.com 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.com 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:**

### **Controlling Law and Jurisdiction**

These rights and obligations arising out of or in connection to these Terms shall be 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.

### **Varia**

These Terms supersede any and all prior oral and written quotations, communications, agreements and understandings between You and WeTransfer. These Terms shall apply in preference to and supersede any and all Terms of any use of any kind by You. In the occasion that these Terms shall become partly invalid, You and WeTransfer remain bound to the remainder of these Terms.

### **Questions?**

For questions about these Terms, please contact WeTransfer at [legal@wetransfer.com](mailto:legal@wetransfer.com). We speak English.

**In simple speak:**

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.

These Terms overrule anything you might have been told by us previously or that you came up with yourself.

If you have any questions, just send us an email in English (please try and make it somewhat entertaining).