

Terms of Service

Version: 20 November 2018

WeTransfer is the simplest way to send your files around the world. We offer a free service (“WeTransfer Regular”) as well as a subscription Plus service (“WeTransfer Plus”), including additional features and functionalities (together: the “Services”).

The Services are provided to you, the user of the Services, by WeTransfer B.V. (“WeTransfer”, “We”, etc.), with its main office at Willem Fenengastraat 19 1096 BL Amsterdam, the Netherlands, registered at the Dutch Chamber of Commerce under 34380998.

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.

1. Applicability

1.1 Please read the Terms of Service carefully. If you use our Services, you agree to the Terms of Service, [NTD Policy](#) and [Privacy & Cookie Statement](#). Privacy, cookies and illegal content are hot topics; they’re so important they had to go into other documents.

In simple speak

1.1 Please read the Terms of Service carefully. If you use our Services, you agree to the Terms of Service, NTD Policy and Privacy & Cookie Statement. Privacy, cookies and illegal content are hot topics; they’re so important they had to go into other documents.

1.2 If the Services include services of third parties, the terms and conditions, notice and take down policies and/or privacy and cookie policies may apply. WeTransfer is not responsible for these services, terms and/or policies.

1.3 WeTransfer can amend the Terms of Use from time to time. WeTransfer recommends that you review the Terms of Service from time to time and take note of any changes. By continuing to use the Services you accept any change made to the Terms of Service.

1.3 We change the Terms every so often. Keep an eye on the website to check if they've changed. If you don't agree with them (anymore), you can opt to stop using the service.

1.4 These Terms of Service supersede any and all prior oral and written quotations, terms, communications, agreements and understandings between you and WeTransfer.

1.4 These Terms overrule anything we might have told you previously or that you came up with yourself.

1.5 Clause 2 regards the use of WeTransfer Regular only. Clauses 3, 4 and 5 regard the use of WeTransfer Plus.

2. WeTransfer

2.1 WeTransfer is free from registration and charge.

2.2 If you use WeTransfer, we will show you full-page wallpaper ads from advertisers and artists selected by us.

2.3 WeTransfer provides the possibility to transfer digital files and share content up to a maximum total capacity. You can find the [current limitations](#) on the WeTransfer website.

2.4 Uploaded files are stored and available to download on WeTransfer's servers for a limited period of time and will expire automatically after. You will be notified of the expiration date in the confirmation email sent to you. Each transfer can be sent to a limited number of e-mail addresses per transfer. Each e-mail is sent separately to each individual recipient.

2.5 After the expiry period mentioned in clause 2.4, WeTransfer will permanently delete the uploaded files. These files will not be available nor retrievable anymore.

3. WeTransfer Plus

3.1 WeTransfer Plus provides a subscription service that a.o. - compared to WeTransfer Regular - allows you to upload larger file sizes to more recipients and keep transfers stored for the duration of your Plus subscription. You can find the current specific characteristics [here](#). In addition, WeTransfer Plus provides you with additional features that WeTransfer may change or expand from time to time.

3.1 If you use WeTransfer Plus you can send tons of large files and keep them available online for the duration of your Plus subscription.

3.2 WeTransfer offers annual and monthly subscriptions. The subscription fees for the respective subscription terms can be found on the [WeTransfer website](#).

3.3 To use WeTransfer Plus, you must register for an account on the WeTransfer Plus [sign up page](#), by filling in your personal details, e-mail address, password and payment method and details. Should registrations appear to be untruthful; WeTransfer holds the right to delete the account.

3.3 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.

3.4 In case of any changes in personal details, you are requested to update the information in your profile immediately.

3.5 We may change the content of the WeTransfer Plus services or the subscription fee from time to time. Any price changes will apply to you no earlier than one month following our notice to you.

4. WeTransfer Plus payment conditions

4.1 The initial subscription term starts once you have registered and the fees due have been paid in full.

4.2 Depending on the subscription term chosen, the fee for the subsequent Services and any other charges you may incur in connection with your use of the Services will be charged (per billing term) within the week prior to the calendar day corresponding to the anniversary date of your subscription.

4.3 Depending on the payment method you use, the issuer of the payment method may charge you certain fees relating to the processing of your payment.

4.4 You acknowledge that the amount billed each subscription period 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 or exchange rate, and you authorize WeTransfer to charge you for such varying amounts. WeTransfer notifies you via the email address you provided us when the payment of your (next) account fee has been charged.

4.5 You can change your payment method in your [account settings](#).

4.6 WeTransfer may suspend or cancel the Services to you if a payment is not successfully settled, for instance in case of insufficient funds, expiration of credit cards, changed payment details or otherwise.

You will be billed for the chosen subscription term in advance. If we cannot collect the payment for whatever reason, we will notify you and cancel the provided services.

5. Term and cancellation of WeTransfer Plus subscription

5.1 The subscription period will be renewed automatically for the selected subscription period, unless you have set it to renew manually, or if you have cancelled your subscription in time in accordance with this clause.

Your subscription will automatically renew for the selected term, unless you don't want it to.

5.2 You may deactivate your subscription at any time. To do so, deactivate 'automatic renewal' in your [account settings](#) or send an e-mail to Support.

5.2 If you don't want your account to be automatically renewed, adjust this in your account settings before we charge. If you don't renew or if you deactivate your account, your Plus account will expire.

5.3 In case of cancellation, you will continue to have access to the Services until the end of your paid subscription period. You do not have any right to reimbursement of (part of) the subscription fee, unless local mandatory consumer law obliges to do so.

For instance: if the date of commencement of your monthly subscription is 2 February and you cancel your subscription on 17 October, your subscription will continue until 2 November.

5.4 Upon cancellation (and after the end of your subscription period) or if a payment is not successfully settled (for instance due to expiration or insufficient funds), your account will be deactivated. You will then not have access to your personal data, address book and any files stored for transfer. You can reactivate your subscription at any time in your account settings by making payment within four weeks after deactivation. Your subscription will then be renewed as from the day of reactivation.

5.4 If you stop your subscription, we will deactivate your account and you have four weeks to reactivate it. After this period we will no longer keep your data.

5.5 If you do not reactivate your subscription within the term set out in clause 5.4, your Plus features including your personal content, settings, address book and any files stored for transfer will be automatically and permanently deleted.

6. Confidentiality

6.1 Any file transfer between you and recipients is treated confidentially. WeTransfer does not provide any public search function, catalogue or listing to find transfers that would be available. As a Plus user you can search your own transfers.

We treat your stuff with respect. We don't let anyone search for anything on the website. Be mindful of where and how you share download links. When someone has access to a download link, they have access to the transfer it links to. 6.3 Please be careful to distribute download links - whoever is passed on or has access to a download link can download the files contained in that transfer.

6.2 WeTransfer will not look into your transfer or files, unless this is necessary and in line with our Privacy & Cookie Statement, for instance to provide you with (technical) support on your request or if we are by law obliged to do so.

6.3 You acknowledge that download links can be forwarded and - whoever is passed on or has access to a download link can download the files contained in that transfer. WeTransfer Plus offers the option to protect transfers with a password, which is only stored encrypted and not accessible for anyone. It's the responsibility of the uploader to share said password.

7. File ownership, permissions and responsibility

7.1 WeTransfer does not claim any ownership of the contents of the files you transfer through our Services. You are fully and solely responsible and accountable for the files you transfer through our Services.

7.1 You're responsible for your files. We don't claim any ownership of your files.

7.2 By using our Services you guarantee that you have, for each file (including wallpapers), all required permissions, including from copyright and other intellectual property rights holders, to distribute, transfer, store and/or make available online as part of our Services.

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

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

8. Restrictions

8.1 WeTransfer respects your rights and expects that you respect those of WeTransfer, its artists, advertisers and third parties. This includes respecting the right to privacy, corporate intelligence and business secrets and intellectual property rights, such as trademarks, copyrights, trade names and logos. You agree not to use the Services to commit or promote, enable or facilitate unlawful or criminal acts or violations of these Terms of Service or facilitate or promote others to do so.

8.2 As a condition to make use of the Services you agree not to transfer, distribute or store any files or use any wallpapers that:

1. feature child pornography;
2. are obscene, defamatory, libellous, slanderous, profane, indecent or unlawful,
3. promote racism, violence or hatred;
4. are factually inaccurate, false, misleading or deceptive;
5. you don't have the right to copy and/or transfer;
6. infringe, violate or misappropriate intellectual property rights, privacy rights, including data protection rights, and/or any other kind of rights;

7. infringe on or violate any applicable law or regulation;
8. constitute '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, and/or;
9. facilitate or promote gambling, or the sale or use of liquor, tobacco products or illicit drugs.

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

8.3 Don't do anything mentioned in the list on the left, like pretending to be someone else or trying to break our service.

8.3 In addition, you agree not to: 1. impersonate or falsely pretend affiliation with any person or entity; 2. access any non-public areas of the WeTransfer website or Services; 3. send viruses, worms, malware, junk mail, spam, chain letters, phishing mails, unsolicited promotions or advertisements of any kind and for any purpose; 4. attempt to probe, scan, compromise or test the vulnerability of the WeTransfer website or 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.

9. Violation of the Terms of Service

9.1 WeTransfer reserves the right to investigate, provide to third parties, (temporarily) block and/or remove from its servers, without warning, any transfers, files, wallpapers and/or accounts or to block anyone from accessing any part of the WeTransfer website or Services, when WeTransfer ascertains, at their own discretion or after receiving substantiated and valid complaints, that you violate these Terms of Service or act in violation of any applicable law or regulation.

If you don't stick to our rules, we always have the right to delete or block your email address and/or Plus account without warning. Same goes for your transfers and wallpapers.

9.2 When a wallpaper or personal Plus profile is used in violation of these Terms of Service and/or any applicable law or regulation, WeTransfer reserves the right to investigate and/or remove, without warning, any wallpapers you display on your WeTransfer Plus account or WeTransfer Plus personal profile channel, or block anyone from accessing your WeTransfer Plus account or WeTransfer Plus personal profile.

10. Intellectual property rights

10.1 All intellectual property rights and/or similar rights to the (content and design of the) WeTransfer website, including the software, wallpapers, photography, graphic design, typography, portraits and logos, as well as trademarks, copyrights and trade names featured on wallpapers used within the Services, are vested in WeTransfer or its licensors.

10.1 Please respect ours and other people's intellectual property

10.2 WeTransfer supports the design industry. A large number of the wallpapers, including photography, graphic design, typography, portraits and logos, as well as trademarks and tradenames featured on wallpapers used within the Services, are the intellectual property of their respective rights holder.

10.2 The wallpapers always look amazing, but most of them aren't ours, or yours. Don't steal other people's wallpapers. We're not responsible for the contents of wallpapers, the links in them or the websites they link to.

10.3 You are not allowed to copy, reproduce, make available online to the public, sell or reuse anything from the WeTransfer website, including the wallpapers in any way without the permission of the rights holder. WeTransfer is not responsible or liable for the contents of wallpapers, in-ad links to external websites or the contents, products or services offered on external websites. You accept that all use outside the WeTransfer website is at your own risk.

10.4 You will always respect and observe the good name and reputation of WeTransfer and ensure that its use of the WeTransfer website and the Services will in no way prejudice any rights and/or the good name and reputation of WeTransfer and its licensors.

11. Disclaimer

11.1 WeTransfer provides its Services "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 Services are available on an uninterrupted, secure or error-free basis. Your use of the Services 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 Services and is not responsible for any failure of the Services to store, transfer or delete a file or for the corruption or loss of any data, information or content contained in a file.

We do our best to make WeTransfer tick real smooth. We don't take any responsibility for any failure. If anything goes wrong, we'll run as fast as Usain Bolt to fix it.

12. Indemnity and Liability

12.1 You will defend, indemnify and hold harmless WeTransfer, including its employees and affiliates, from and against any claims, incidents, liabilities, procedures, 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 Services or your violation of these Terms of Service, including any third party claims that files submitted to the Services by you or through your account infringe or violate any third party rights.

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

12.2 WeTransfer is not liable for any damage or personal injury resulting from any use of the WeTransfer website or Services. The limitation of liability referred to in this clause shall not apply if the liability for damage is caused by intent or gross negligence on the part of WeTransfer. 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 Services will in no event exceed one hundred euro (€100) per incident.

12.2 If you choose to use our service, that's at your own risk.

13. Indemnity and Liability

13.1 These Terms of Service are governed by Dutch law. These Terms of Service will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your country of residence.

13.2 Any disputes regarding these Terms of Service will be submitted to the Court that has jurisdiction under Dutch law.

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

Contact

You can contact WeTransfer at legal@wetransfer.com. If you have any questions, just send us an email in English.

If you have any questions, just send us an email in English. Please make it somewhat funny.