

Notice and Take Down Policy

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WeTransfer respects your rights and expects that you respect the rights of others. In the unfortunate event that WeTransfer finds or is notified of unlawful Content being stored or distributed through its Services (as described in the [Terms of Use](#)) or the [WeTransfer API](#), we will follow the procedures described in this Notice and Take Down Policy.

By using our Services or the WeTransfer API, and by submitting a report of (alleged) unlawful Content, you agree to be bound by our Notice and Take Down Policy below.

Code of Conduct

WeTransfer subscribes to the [Dutch Notice and Take Down Code of Conduct](#) (“Code”) of the Platform Internet Security (Platform Internetveiligheid). This Code of Conduct establishes procedures for internet intermediaries like WeTransfer to deal with reports of (alleged) unlawful Content, directed at removal of disputed Content (“Report” or “Reports”). This Notice and Take Down Policy (“NTD Policy”) describes the procedures and time limits WeTransfer applies in dealing with such Reports.

Procedures

Report requirements

Any person or organization that makes a Report (“Notifier”) has the duty to ensure that it is correct and complete.

WeTransfer should be able to verify that Reports following an investigation regarding a criminal offense have originated from an inspection or investigation service, or – in the case of a formal legal order – from the Public Prosecutor’s Office. A Report of any other nature than the foregoing should include at least the following information:

1. notifier’s contact details, name, function, organisation, address, email address;
2. all information WeTransfer needs in order to evaluate the lawfulness of the disputed Content, including its location (URL);
3. motivation as to the unlawfulness of the Content, or why it is in conflict with WeTransfer’s Terms of Service, NTD or Privacy & Cookie Policy;
4. in case of infringement of intellectual property rights: proof of the existence of such rights (if available) and proof that notifier is (authorized to represent) the right holder;

5. the motivation of the reason(s) why WeTransfer is the most appropriate intermediary to deal with the matter.

Indemnity

Notifier will provide WeTransfer with an explicit indemnity against 1) claims from the user whose Content is at dispute (“Content Provider”) relating to any actions WeTransfer has taken in relation to handling the Report, and 2) any claims from Notifier in relation to Content stored or sent through our Services or the WeTransfer API.

Urgency

Notifier might request WeTransfer to deal with the report as a matter of urgency. In that case, the Report should substantiate all reasons for urgency. WeTransfer determines at its own discretion whether the report should be dealt with as a matter of urgency on the basis of the foregoing explanation.

Evaluation

WeTransfer shall evaluate the Report and classify it into one of three categories:

1. punishable Content reported by an inspection or investigation service, or – in the case of a formal legal order – by the Public Prosecutor’s Office;
2. unequivocally unlawful (in Dutch: *onmiskkenbaar onrechtmatig*) Content and/or punishable Content reported by other sources than the authorities listed under 1); and
3. all other Content, falling neither under category 1) or 2).

Measures

WeTransfer’s categorisation of the Report determines which measures are taken to address the Report.

- In the event that WeTransfer determines that the Content concerned is unequivocally unlawful or punishable, in other words, falls under the above-mentioned categories 1) and 2), WeTransfer ensures that the Content concerned is immediately removed;
- In the event that WeTransfer determines that the Content concerned is not unequivocally unlawful or punishable, in other words, falls under the above-mentioned category 3), WeTransfer is not obliged to remove the Content, and is free to assess, at its own discretion, if the Content should be (temporarily) removed based on its Terms of Service . WeTransfer will inform Notifier of its decision;
- In the event that WeTransfer is not or insufficiently able to judge whether the Content concerned is unequivocally unlawful or punishable, WeTransfer will inform Content Provider about the Report with the request to (i) (allow WeTransfer to) remove the Content or (ii) contact Notifier. If Notifier and Content Provider are unable to reach an agreement, Notifier can make an official report to the police if a criminal offense might be concerned. If it concerns Content that is alleged to be unlawful under civil law, Notifier can bring the dispute with Content Provider before a Dutch court of law. Should Content Provider be unwilling to sufficiently identify himself to Notifier, WeTransfer has the right but no obligation (unless law dictates otherwise) to (i) provide Notifier with the Content

Provider's name, email address and IP-address or (ii) to remove the Content concerned at WeTransfer's own discretion.

In addition, WeTransfer may – at its own discretion – investigate, provide to third parties, (temporarily) block and/or remove any Content in case of violation of the Terms of Service or any applicable law or regulation.

Period

Categorisation and appropriate measures will take place as soon as possible, preferably within 10 days after receiving the Report.

Due caution

In the event that Content is to be removed, WeTransfer shall exercise due caution to ensure that only the necessary Content, in regards of the Report, is removed.

Applicable law and Jurisdiction

This Notice and Take Down Policy is governed by Dutch law. Any disputes regarding it will be submitted to the Court in the Netherlands that has jurisdiction under Dutch law (with the exception of Dutch private international law).

Questions?

For questions about this NTD Policy, please contact WeTransfer by sending an email to legal@wetransfer.com. We speak English and Dutch.