

Terms of Service

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WeTransfer is the simplest way to send your files around the world. We offer the following services (together: the “Services”) :

- a service to share files (“WeTransfer file sharing”);
- a free (online) magazine that presents creative stories (“WePresent”);
- a service that allows you to store, organize and share content from multiple sources (“Collect”);
- a service that allows you to capture and/or sketch your ideas (“Paper”);
- a service that allows you to visualize your ideas (“Paste”), and
- additional features and functionalities.

The Services allow you to share, collect, capture and/or visualize your ideas, content, files, decks, wallpapers or other materials (including WePresent materials) (together: “Content”). They may be provided to you online (on a website), in the form of an app for your mobile device and/or may be integrated in a third party service.

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.

1. Applicability

1. Please read the Terms of Service carefully. If you use our Services, directly with us, or through a third party application, plug-in, extension or integration, you agree to the Terms of Service and [NTD Policy](#). To the use of personal data and cookies in relation to the Services, including for performance marketing, our [Privacy & Cookie Statement](#) applies.
2. If the Services include, are used in connection with, or are integrated in the services of third parties, the terms and conditions, notice and take down policies and/or privacy and cookie policies of those third parties may apply in

addition to these Terms of Service. WeTransfer is not responsible for these services, terms and/or policies.

3. If you want to file a complaint or notice about unlawful Content being stored or shared using the Services or the WeTransfer API, please read our Notice and Take Down Policy.
4. If you become aware of a vulnerability in any of our Services, please read our [Responsible Disclosure Policy](#).
5. If you want to use the WeTransfer API (as described in the API Terms of Use) our [API Terms of Use](#) apply in addition to these Terms of Service.
6. WeTransfer can amend the Terms of Use from time to time. Therefore, we recommend 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. In case of material changes regarding any Services you have already paid for, you will be informed prior to the change when you use our Services or by a message to the contact details you provided to us, and have the opportunity to cancel your subscription before the change enters into force.
7. These Terms of Service supersede any and all prior oral and written quotations, terms, communications, agreements and understandings between you and WeTransfer.
8. The following parts of these Terms of Service apply to specific Services only:
 - Clause 2: WeTransfer file sharing;
 - Clause 3: WePresent;
 - Clause 4: Collect;
 - Clause 5: Paper;
 - Clause 6: Paste;
 - Clause 7 and 8: all paid subscription Services.

All other clauses apply to all Services.

2. WeTransfer file sharing

1. WeTransfer file sharing allows you to share your Content with others.
2. The basic functionality of WeTransfer file sharing is (currently) free from registration and charge.

3. To share your Content you need to upload it and provide us with your e-mail address. You can provide us with (a limited e-mail addresses of the recipient(s) (“e-mail transfer”) or choose to distribute a download link yourself (“file transfer”). If you use file transfer you will not be informed of any downloads.
4. WeTransfer file sharing provides the possibility to share Content up to a maximum total capacity. Uploaded Content is 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 when you upload your Content and in the confirmation e-mail sent to you. You can find [all limitations on our website](#).
5. After the expiry period mentioned in clause 2.5, WeTransfer will permanently delete the uploaded files. These files will not be available nor retrievable anymore.
6. We also offer WeTransfer Plus, a paid subscription version of WeTransfer file sharing, that – compared to the free version – allows you to upload larger file sizes to more recipients, stores the Content uploaded by you for the duration of your Plus subscription (unless an expiry date is set), and provides you with additional features. You can find the current specific characteristics [here](#).
7. WeTransfer offers annual and monthly subscriptions for WeTransfer Plus. The subscription fees for the respective subscription terms can be found on our [website](#).
8. If your WeTransfer Plus subscription ends, any Content shared with WeTransfer Plus and still available on our servers may be automatically deleted after 30 days.
9. WeTransfer does not control the use of download links, regardless of if they are originally distributed by us or by you. Recipients can forward the links and allow others to use them. You are responsible for the Content you share and for any such use.

3. WePresent

1. WePresent is an (online) magazine that presents creative stories and showcases the best art, photography, music and more from around the

world. Any Content included in WePresent is owned by or licensed to WeTransfer and may in principle only be used in connection to WePresent.

2. WeTransfer offers WePresent as a free service. We devote care and attention to the Content of our websites and the (online) magazine, however we cannot guarantee that it is always complete and accurate. WeTransfer disclaims any liability in relation to the use of such Content.

4. Collect

1. Collect allows you to store, organize, share and receive Content from multiple sources in the Collect app and/or using the desktop application (together “the Collect application”).
2. The basic functionality of Collect is (currently) free from registration and charge. The Content you use in the Collect application will be stored on your device. We are not responsible for any Content on your device. Your Content may be lost if you remove the Collect application from your device or if you remove your Content from the application, but for example also if you lose your device.
3. Additional functionality, such as the use of the WebClipper, may require you to create an account and provide us with your e-mail address and/or other details. If you create a Collect account some of your Content may be stored on our servers to synchronize.
4. When you share or receive Content with Collect, it will be stored on our servers.
5. If you stop to interact with any of your Collect Content, when you delete it from the Collect application, delete the Collect application from your device(s) or delete your account, the Content may be permanently deleted from our servers after 3 months.

5. Paper

1. Paper allows you to capture your ideas with tools to sketch, type, paint, draw, etc. using the Paper app.
2. The basic functionality of Paper (“Paper Basic”) is (currently) free from registration and charge. If you use Paper Basic the Content you create using it will be stored on your device. Any Content stored on your device may be lost if you remove the Paper app from your device or if you remove your Content from the app, but for example also if you lose your device. If you choose to

export any Paper Content and share it with others it may be stored elsewhere.

3. We also offer Paper Pro, a paid subscription service that – compared to Paper Basic – offers you a set of premium services. You can find the current subscriptions and their specific characteristics [here](#).
4. Your Paper Pro subscription is linked your Apple ID (including your iTunes and iCloud account) and payment is made through iTunes/the App Store. Paper Pro allows you to store your Paper Content in the iCloud or to synchronize the Paper Content on your device(s) with your iCloud account depending on the settings you choose for the Content (“local only” or “iCloud”). To these services the terms and limitations (including retention policies) of Apple may apply.

6. Paste

1. Paste allows you to make and share presentation decks by allowing you to create slides from screenshots, video, documents, links or other content, use auto-layout formats, gather input and share the decks with others in the Paste app and/or through the website application (together “Paste application”).
2. To use Paste you must create an account, providing us with your e-mail address, name, and some other details. Alternatively you can use Paste through (your account of) a third party service such as Slack or Google. As such, the terms of the third party may apply in addition to these Terms of Service.
3. You can use Paste for free or sign up for a paid subscription. The subscriptions offer additional services. You can find the current subscriptions and their specific characteristics [here](#).
4. The Content you create, share or otherwise use in the Paste application is stored on our servers. However, if you stop to interact with such Content, when you the Content from the Paste application, delete the Paste application from your device(s) or delete your account, the Content may be permanently deleted from our servers after 3 months.

7. Payment conditions

1. If you use a paid subscription Service, the initial subscription term starts once the fees due have been paid in full.
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.
3. We may change the subscription fee of our Services from time to time. Any price change will apply to you no earlier than one month following our notice to you.
4. 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.
5. You can change your payment method in your account settings of the respective Service.
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.
7. If you subscribe and pay us through the iTunes/App Store, the terms of Apple may apply to your payment instead of the terms in this clause.

8. Term and cancellation of a subscription

1. The initial subscription term varies depending on your choice and/or the Service it applies to.
2. You have the right to cancel your subscription during the first 14 days, unless you start using the Service during this timeframe whereby you waive your right to cancel.
3. The subscription period will be renewed automatically for the selected subscription period, or if you have cancelled your subscription in time (before the last day of your subscription).
4. 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. In case your subscription is automatically renewed for a period of more than three (3) months, you will have the right to cancel the subscription at any time after such renewal with a cancellation term of one (1) month. In case of cancellation based on this clause you may request reimbursement of part of the subscription fee meaning that you pay for the period until the cancellation enters into force based on the standard monthly fee for the respective Service.
6. Upon cancellation or if a payment is not successfully settled (for instance due to expiration or insufficient funds), your account will be deactivated after the end of your subscription period. You will then not have access to your personal data, address book and any Content stored using our Service(s). 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.
7. If you do not reactivate your subscription within the term set out in clause 8.6, any of your Content stored using our Service(s) and any of your information, including your personal content, settings, address book and any files stored for transfer may have been automatically and permanently deleted.
8. If you subscribe through iTunes/the App Store, the terms of Apple may apply to the term and cancellation of your subscription instead of the terms in this clause.

9. Confidentiality

1. If you share Content using our Services any file transfer between you and the recipients is treated confidentially. WeTransfer does not provide any public search function, catalogue or listing to find transfers that would be available. Some of our Services, such as Paste, may allow you and other users to search the Content within a Service, including that of others. Whether your Content will be included in such search function depends on the settings you have given to such Content (public or private). Note that the default setting may be “public” depending on the Service(s) you use.

2. WeTransfer will not look into the Content you have stored or shared using any of our Services, unless this is necessary and in line with article 11 and 12 of these Terms of Service or [Notice and Takedown Policy](#) and our [Privacy & Cookie Statement](#).
3. You are responsible for the Content you share and for sharing it with the correct recipients.
4. You acknowledge that download links can be forwarded and – whoever is passed on or has access to a download link can download the Content contained in that transfer. Some of our Services may allow you to protect Content or transfers with a password. It's the responsibility of the uploader to share such passwords. Anyone who receives the link and the password can access the Content.
5. We may use your e-mail address and trackers for performance marketing relating to our Services and/or allow third parties to do so for us. In this context we may track how you use our Services, including when you chose to use our Services, and if you do so after being shown an ad on another (social media) platform. We can use such information to personalise your experience, such as by sending you personalized e-mails, and for other purposes. More information on the use of your personal data and cookies, including for performance marketing, and on your options to provide consent and/or object, is available in our [Privacy & Cookie Statement](#).
6. We may show you ads from advertisers and artists selected by us, such as full-page wallpaper ads, when you use our Services.

10. File ownership, permissions and responsibility

1. WeTransfer does not claim any ownership of the Contents you store or share through our Services. You are fully and solely responsible for any such Content. Any liability for damages relating to the Content lies with the user that uses, stores and/or shares it.
2. By using our Services you guarantee that you have, for any Content you use, store or share using our Services, 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. You grant

WeTransfer the right to store and distribute the Content in relation to the performance of the Services to you.

3. WeTransfer is not liable to you or any third party for any damages arising out of or in relation to the Content used, stored or 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.

11. Restrictions

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.
2. As a condition to make use of the Services you agree not to use, store or transfer any Content that:
 - features child pornography;
 - is obscene, defamatory, libelous, slanderous, profane, indecent, discriminating, threatening, abusive, harmful, lewd, vulgar, or unlawful;
 - promote racism, violence or hatred;
 - are factually inaccurate, false, misleading, misrepresenting or deceptive;
 - you don't have the right to copy and/or transfer;
 - infringe, violate or misappropriate intellectual property rights, privacy rights, including data protection rights, and/or any other kind of rights;
 - infringe on or violate any applicable law or regulation;
 - 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, language or another characteristic of such individual or group, and/or;
 - facilitate or promote gambling, or the sale or use of liquor, tobacco products or illicit drugs.
3. In addition, you agree not to:
 - abuse, harass, stalk, intimidate, threaten, commit violence, or otherwise act unlawful, or encourage anyone else to do so;

- impersonate or falsely pretend affiliation with any person or entity;
- access any non-public areas of the WeTransfer websites or Services;
- interfere with any access or use restrictions;
- use any data mining or data gathering or extraction methods, or otherwise collect information about the users of our Services;
- send viruses, worms, malware, ransomware, junk mail, spam, chain letters, phishing mails, unsolicited messages, promotions or advertisements of any kind and for any purpose;
- interfere with, damage or disrupt the Services or act in a way that may do so;
- attempt to probe, scan, compromise or test the vulnerability of the WeTransfer websites 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;
- use automated means to access or use the Services without our permission;
- reverse engineer or decompile any (part) of our Services;
- resell, sublicense, rent, lease, offer or otherwise commercialize our Services without our permission;
- allow others to use your account.

12. Violation of the Terms of Service

1. WeTransfer reserves the right to investigate, provide to third parties, (temporarily) block and/or remove, without warning, any Content and/or accounts or to block anyone from accessing any part of the WeTransfer websites 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.

13. Intellectual property rights

1. All intellectual property rights and/or similar rights to the (content and design of the) WeTransfer websites and apps, including the software, wallpapers, WePresent content, 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.

2. WeTransfer supports the design industry. A large number of our Content, such as the wallpapers and materials used in WePresent, such as 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 holders.
3. You are not allowed to copy, reproduce, make available online to the public, sell or reuse anything from the WeTransfer websites and apps, including wallpapers and materials published on WePresent 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 websites is at your own risk.
4. You will always respect and observe the good name and reputation of WeTransfer and ensure that its use of the WeTransfer websites and the Services will in no way prejudice any rights and/or the good name and reputation of WeTransfer and its licensors.

14. Disclaimer and account registration

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 results from the 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.
2. WeTransfer may change, terminate or expand our Services from time to time and reserves the right to limit access to or eliminate any features or functionality of the Services in our discretion.

3. To use some of our Services you must register for an account and provide us with data such as your e-mail address, a password and/or payment details. You must ensure that these are accurate and keep them updated in your account settings. You should keep your password private. Should registrations or account data appear to be untruthful WeTransfer holds the right to delete the account.

15. Indemnity and Liability

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 Content used, stored or shared using the Services by you or through your account infringe or violate any third party rights.
2. WeTransfer is not liable for any damage or personal injury resulting from any use of the WeTransfer websites or Services, including any (temporary) unavailability or (accidental) removal of your Content or account. 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.

16. Applicable law and Jurisdiction

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.
2. Any disputes regarding these Terms of Service will be submitted to the Court in the Netherlands that has jurisdiction under Dutch law (with the exception of Dutch private international law).

17. Contact

1. You can contact WeTransfer at legal@wetransfer.com or by using our [Help Center](#). If you have any questions, just send us an email in English or Dutch.