Terms of Service

To make sure we know what to expect from each other, WeTransfer has written down the conditions that apply when 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 the Privacy & Cookie Statement. The provisions of these Terms apply to both the regular WeTransfer service and our WeTransfer Plus service, unless explicitly mentioned otherwise.

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: 17 March 2016

You have read and understand:	**In simple speak:**
Acceptance of the Terms and Definitions	
The Terms of Service and underlying Notice and Take Down Policy ("NTD Policy") and Privacy & Cookie Statement ("Terms") are an agreement between you ("You", "Your", etc.), the user of our file transfer services ("Service") provided through the website or domain WeTransfer.com ("Website") or Your WeTransfer Plus account ("Account") and WeTransfer B.V. ("WeTransfer", "We", etc.), with its main office at Oostelijke Handelskade 751, 1019 BW Amsterdam, the Netherlands, registered at the Dutch Chamber of Commerce under 34380998. WeTransfer is the owner and rights holder of the Website and provider of the Service.	Please read the Terms carefully. Words with a Capital letter are special. If you use our service, you agree to the Terms of Service, NTD Policy and Privacy & Cookie Statement.
By accessing or using any part of the Website, creating an Account and/or using the Service You agree to be bound by these Terms, including the NTD Policy and Privacy & Cookie Statement that form an integral part of these Terms. 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 Privacy & Cookie Statement.	Privacy, cookies and illegal content are hot topics; they're so important they had to go into another document!
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 case these Terms shall become partly invalid, You and WeTransfer remain bound to the remainder of these Terms.	These Terms overrule anything we might have told you previously or that you came up with yourself.

Revisions

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 & Cookie Statement, You should not or no longer access or use the Website and/or Service. By continuing to use the Website and/or Service You accept any changes made to the Terms, including the NTD Policy and Privacy & Cookie Statement.

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), don't use the service.

Confidentiality

Any file transfer between You and recipients is treated confidentially. WeTransfer does not provide any search function, catalogue or listing to find transfers that would be available, except if You are holding a Plus account as to ensure that you can find your own transfers. 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. 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.

We treat your stuff with respect. We don't let anyone search for anything on the website.

Service

WeTransfer
WeTransfer provides You with the infrastructure and facilities to transfer digital files up to 2 gigabyte (GB) per transfer to others and/or Yourself over the internet via our Website under the conditions as stipulated in these Terms. WeTransfer transfers all kinds of files, subject to these Terms. Our regular Service is free from registration and charge thanks to the full-page wallpaper ads from our selected advertisers and artists on the background of the Website. Special features and functionalities are available at a charge, such as WeTransfer Plus. With WeTransfer Plus, you can also make your own WeTransfer Channel.

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.

Uploaded files are stored and available for download on WeTransfer's servers for a period of 7 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 files, both You and the recipient(s) each receive a personal email with download details, including a download link.

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.

WeTransfer Plus
WeTransfer Plus is a subscription version of the regular WeTransfer with advanced facilities to manage Your files

If you use WeTransfer Plus You can send

under the conditions as stipulated in these Terms. The WeTransfer Plus Service enables you to transfer digital files up to 20 gigabyte (GB) per transfer. Each file may be sent to up to 99 email addresses per transfer, though each email is sent separately. You may transfer an unlimited amount of files, provided Your storage for transferring purposes does not exceed 100 GB in total. WeTransfer stores and holds available the files You transfer through our Service for a standard period of 30 days, unless you choose to have it stored for a shorter or longer period provided You hold an active Account. When your WeTransfer Plus account is terminated, your files are permanently deleted.

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

WeTransfer Plus provides You with our Service on Your personalized subdomain, three wallpapers spaces and a customizable email template in the form of Your own WeTransfer Channel ("Channel"). 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 does not hold a listing of active Channels, but please keep in mind that Channels are openly accessible for anyone to use. Files transferred through a WeTransfer Channel are stored and available for download for a period of 28 days.

Wallpapers

The wallpapers, including photography, graphic design, typography, portraits and logos, as well as trademarks, service marks and trade names featured on wallpapers used within the Service, are the intellectual property of their respective rights holders. You are not allowed to copy, reproduce, make available online to the public, sell or reuse 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 Website is at Your own risk.

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

Account (WeTransfer Plus)

To use WeTransfer Plus, 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 email address, a password and payment provider of Your choice and pay the subscription fee. Make sure the personal information in Your Account is complete and up-to-date 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.

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.

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

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

Subscription and payment (WeTransfer Plus)

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

Annual subscription
The subscription fee for an annual WeTransfer Plus Account is 120 USD ($120) excluding VAT or 120 EUR (€120) including VAT per year, charged through the payment provider of Your choice. Your annual 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").

To use our Plus service for one year, we ask a fee of 120 USD/EUR. We'll automatically renew your account, and will notify you about this before the charge.

Billing Cycles are annual. We will automatically bill You each year, 2 weeks prior to the calendar day corresponding to the commencement of Your annual 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 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 is scheduled.

If the tax rules change, or you get a discount, the price will change.

Monthly subscription
The subscription fee for a monthly WeTransfer Plus Account is 12 USD ($12) excluding VAT or 12 EUR (€12) including VAT per month, charged through the payment provider of Your choice. Your monthly WeTransfer Plus Account will not expire after the first month, but will be renewed automatically. This means that You will be billed in advance on a recurring, periodic basis ("Billing Cycle").

To use our Plus service for one month, we ask a fee of 12 USD/EUR. We will automatically renew your account, and send an invoice after each renewal.

Billing Cycles are monthly. We will automatically bill You each month, 2 weeks prior to the calendar day corresponding to the commencement of Your WeTransfer Plus subscription. You acknowledge that the amount billed each month 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 authorize WeTransfer to charge You for such varying amounts.

We charge you 2 weeks before your account expires, to give you time to manually renew if we can't renew the account for you.

We work with trusted payment intermediary Adyen (Adyen.com). Adyen supports credit cards, PayPal and local payment systems. It is Your responsibility to have sufficient balance to enable the subscription fee to be collected. WeTransfer sends you a confirmation of renewal via the email address You provided us. In the event that the subscription fee can, for any reason whatsoever, not be collected, Your Account will be terminated.

I we can't renew your account, and you don't manually renew it, your Plus account will expire.

You may cancel auto-renewal on Your WeTransfer Plus subscription at any time by emailing us

If you don't want your account to be

(plus@wetransfer.com) or by changing Your settings in Your "Billing information" page. You must cancel Your WeTransfer Plus Account before it renews in order to avoid us billing You for next year's or month's fee. In case of cancellation Your subscription will continue until the end of that Billing Cycle and You do not have 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.

automatically renewed, tell us so in advance.

If you don't renew or cancel your account, there will be no more data.

If You want to use a different payment method or if there is a change in Your payment information, You may change Your Account settings as to be able to renew Your Account 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 complete 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 WeTransfer Plus subscription will fail, which can lead to termination of Your Account. However, You will receive a notification email about this failed attempt and You will be able to renew Your Plus Account manually.

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

Notification email

WeTransfer provides different kinds of notification emails to users of the Service: an upload confirmation to You, a notification email to a recipient, a download notification to You and an expiry reminder email to You. Below are the details on each of these emails.

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 a recipient has downloaded your transfer successfully.

An email is sent to the email address You have provided when uploading the files. This transfer confirmation email contains: the email addresses of the recipients, the name, extension and size of the file, a download link to download a copy of the file, 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) and in the event that You have made use of the opportunity: Your personalized message.

Your recipients will receive a notification email from WeTransfer that You have sent them files. 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 and the date that the file will be deleted, in other words the period in which the file is available for the recipient to download.

When You send Your files to particular recipients, they will receive an email with a download button and a download link. Also, You will receive an email to confirm your transfer, which also includes a download button, a download link and the expiry date of the file. When Your recipients use their download button and

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 and if used, a direct link to the subdomain on WeTransfer.com that was used to send the file from.

If the recipient does not download the transfer within 5 days after we have sent him the download notification, You will receive an expiry reminder email on the email address You have provided two days before the download link expires. This expiry reminder email contains: the email address of the recipient, the name, extension and size of the file and a direct link to extend Your available transfer period by registering for a WeTransfer Plus account. It is possible to unsubscribe from this expiry reminder email by clicking the unsubscribe link in the email.

have successfully downloaded Your files, You will receive a download confirmation by email. When people download Your files by means of the direct download link, you do not receive a download confirmation.

File ownership, permissions and responsibility

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

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

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/or make available online 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.

Not allowed

WeTransfer respects Your rights and demands 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, service marks, 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 or facilitate or promote others to do so.

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

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

- Feature child pornography;
- Are obscene, defamatory, libelous, slanderous, profane, indecent or unlawful,
- Promote racism, violence or hatred;
- Are factually inaccurate, false, misleading 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 or language of such individual or group, and/or;
- Facilitate or promote gambling, or the sale or use of liquor, tobacco products or illicit drugs.

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 service, system or network or breach any security or authentication, unless You do so in accordance with our Responsible Disclosure Policy.

Violation of the Terms

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 Website or Service, when WeTransfer ascertains, at their own discretion or after receiving substantiated and valid complaints, that You violate these Terms 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.

When a Wallpaper or personal subdomain is used in violation of these Terms 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 or WeTransfer Channel, or block anyone from accessing Your WeTransfer Plus or WeTransfer Channel.

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 and 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.

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.

Indemnity and Liability

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 Service or Your violation of these Terms, including any third party claims that files submitted to the Service by You or 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.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 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.

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.

Contact

You can contact WeTransfer at support@wetransfer.com. We speak English.

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