

# Terms of Service

Last update: June 23, 2025. Effective as of August 8, 2025, unless you are a new user.

If your usual residence is in the United States of America

## 1. Introduction

**1.1. Agreement. Please read carefully:** These Terms of Service (these “**Terms**”) constitute a legally binding agreement between you (“**you**” or “**your**”) and Wetransfer B.V. (“**WeTransfer**”, “**we**”, “**us**”, or “**our**”). These Terms govern your access and use of our websites where these Terms are posted (the “**Sites**”), our mobile applications (the “**Apps**”), and our related content, products, and services (collectively, and together with the Sites and the Apps, the “**Service**”). **THESE TERMS CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, DISCLAIMERS OF WARRANTIES, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. THESE TERMS ALSO CONTAIN PROVISIONS REGARDING THE AUTOMATIC RENEWING OF YOUR SUBSCRIPTION. THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. PLEASE READ THEM CAREFULLY.**

**1.2. Important Notice. THESE TERMS CONTAIN A BINDING, INDIVIDUAL ARBITRATION REQUIREMENT AND CLASS-ACTION WAIVER, WHICH MEANS YOU AND WETRANSFER AGREE TO RESOLVE MOST DISPUTES IN BINDING, INDIVIDUAL ARBITRATION AND NOT BY MEANS OF A CLASS ARBITRATION, A CLASS ACTION, ANY OTHER KIND OF REPRESENTATIVE PROCEEDING, OR A JURY TRIAL (SEE SECTION 16 (DISPUTE RESOLUTION; BINDING INDIVIDUAL ARBITRATION)). YOU MAY OPT OUT OF THE ARBITRATION REQUIREMENT WITHIN 30 DAYS OF ACCEPTING THESE TERMS; INSTRUCTIONS FOR OPTING OUT ARE IN SECTION 16 (DISPUTE RESOLUTION; BINDING INDIVIDUAL ARBITRATION) BELOW.**

**1.3. Binding Agreement.** By downloading, installing or using the Service in any manner, you agree to these Terms and you agree to comply with and be bound by any applicable guidelines, policies and additional terms—which form part of these Terms—as made available to you on one or more of the Sites, as well as by any specific, supplemental or third-party licenses, terms, or policies when using the Service. **IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS**

**IN THESE TERMS, DO NOT ACCESS AND IMMEDIATELY STOP USING THE SERVICE, CANCEL ANY ACCOUNT, AND IMMEDIATELY UNINSTALL AND DELETE ANY COPIES OF ANY APPS OR SOFTWARE INCLUDED IN THE SERVICE IN YOUR POSSESSION.**

1.4. **Language.** These Terms were originally drafted in English. If there is any conflict between the English-language version of these Terms and a version translated into another language, the English-language version will prevail.

1.5. **Privacy.** Our [Privacy & Cookie Policy](#) provides information about the processing of personal data in connection with the Service, including how data is collected, for which purposes it is processed, and for how long it is retained. To the extent that we process personal data on your behalf as a data processor under applicable privacy laws, the [Data Processing Agreement](#) applies and is incorporated by reference into these Terms.

1.6. **Contact Information.** You can contact us via our [Help Center](#). If we have to contact or notify you, we will do so by using the contact or account information you provided to us or via notification within the Service or other reasonable method.

## 2. Changes to the Terms and the Service

2.1. **Changes to the Terms.** We may update these Terms from time to time, in our sole discretion (for example, when we remove or release new features, technologies, or services, to comply with legal, regulatory, or contractual requirements, or in response to exceptional or unforeseen circumstances). In such cases, we will take reasonable measures to inform you, in accordance with the significance of the changes performed, for example, by revising the date at the top of the updated Terms, via email or as a pop-up or push notification within the Service. It is your responsibility to review the Terms regularly, and to check the Service for updates to these Terms regularly. Unless otherwise noted, the updated Terms will be effective as of the time at which we post the updated Terms in the Service. By continuing to access or use our Service after updates become effective, you agree to be bound by the updated Terms. If you do not agree to the updated Terms, you must immediately stop using our Service, uninstall and delete any copies of any Apps or software included in the Service in your possession, and cancel your subscription and any account.

2.2. **Changes to the Service.** We have no obligation to provide updates, upgrades, or future versions of the Service. We may update, change, suspend or discontinue the Service (or any part,

content or feature) or Subscription Plan (as defined below) at any time, without notice and without liability to you or anyone else (for example, to offer or test new or different features, technologies, or services, to repair, improve or further develop the Service, to comply with legal, regulatory or contractual requirements, or in response to exceptional or unforeseen circumstances). Such changes, updates, suspensions, discontinuations may also result in adjustment to the applicable Subscription Fee (as defined below), including price increases, which will be effective upon the renewal of your Subscription Plan. Some services and features may not be available in all countries, in all languages, or in all operating systems.

### 3. Eligibility

**3.1. Age.** THE SERVICE IS NOT AVAILABLE TO INDIVIDUALS UNDER THE AGE OF 16. If you are an individual over the age of 16 but under the legal age of majority in your state of residence, your parent or guardian must review and agree to be bound by these Terms on your behalf and must supervise your use of the Service. YOU MAY NOT ACCESS OR USE THE SERVICE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT OF LEGAL AGE TO FORM A BINDING CONTRACT WITH US OR YOUR PARENT OR LEGAL GUARDIAN HAS NOT AGREED TO THESE TERMS AND YOUR USE OF OR ACCESS TO THE SERVICE, OR (C) ARE PROHIBITED BY APPLICABLE LAW FROM ACCESSING OR USING THE SERVICE.

**3.2. Legal Entities.** If you are using the Service, opening an account, or accepting these Terms on behalf of a legal entity: (a) you agree to these Terms on behalf of yourself and such legal entity, (b) you represent and warrant that you are authorized to agree to these Terms on such entity's behalf and to bind such entity to these Terms, and (c) all references to "you" throughout these Terms other than this sentence will mean such legal entity.

**3.3. Economic Sanctions and Export Controls.** You agree to comply with all applicable trade, economic sanctions, and export control laws, including those of the United States, the European Union, the United Kingdom, and any other relevant jurisdictions ("**Export Laws**"), in connection with your access to and use of the Service. You may not access, use, export, re-export, transfer, or otherwise make available the Service, directly or indirectly: (a) into any country or territory subject to comprehensive trade sanctions or embargoes under applicable Export Laws, or (b) to any individual, entity, or organization listed on any applicable restricted party list maintained by relevant authorities. You state that: (i) you are not located in, organized under the laws of, or ordinarily resident in any country or territory that is the subject of comprehensive sanctions or

embargoes under applicable Export Laws; (ii) you are not an individual or entity that appears on any applicable sanctions or restricted parties lists maintained by competent government authorities; and (iii) you will not use the Service for any purposes prohibited by Export Laws and in any manner that would cause any party to be in violation of applicable Export Laws. We reserve the right to suspend or terminate your Subscription Plan or your access to the Service in accordance with section 14, if we determine that such an action is required to comply with applicable Export Laws.

## 4. Your Account

**4.1. Account Information.** Although these Terms apply regardless of whether you create or use an account, the use of certain features of the Service may require you to have an account. In such cases, these Terms also govern your account. You must provide only true, current and accurate information when you create your account or provide us with the required information and meet the eligibility requirements under these Terms and [Pricing](#). You agree to update your registration information to keep it accurate and current. We may ask you to confirm your registration information (such as your email address) to continue using the Service. If you choose not to do so, your access to the Service may be restricted or terminated. When you choose a username or otherwise create a nickname, you agree not to use any name that is unlawful, fraudulent, deceptive, harmful, defamatory, inaccurate, abusive, offensive, threatening, hateful, violent, harassing, discriminatory or racist, or any name that infringes or violates another person's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You agree not to impersonate any person or misrepresent your identity or affiliation with any person. You further agree not to purchase, sell, rent, or give away your account, or share your registration information. To the maximum extent permitted under applicable law, you are responsible for anything that happens through your account and all uses of your registration information, including, but not limited to, purchases, whether or not authorized by you.

**4.2. Account Security.** In the event you become aware of or reasonably suspect any breach of security, including any loss, theft, or unauthorized disclosure, of your registration information, you must immediately notify us and modify your registration information. You are responsible for maintaining the security of your account and the confidentiality of your registration information. If required, you must use a strong password for your account that is unique to the Service and not used by you in any other service.

**4.3. Multi-Seat Account.** If your Subscription Plan permits it, you may enable more than one individual user to access and use the Service (“**Authorized Users**”) under your account (“**Multi-Seat Account**”) during the Subscription Period (as defined below), subject to the number of seats and other conditions as specified in Pricing or in the order form through which you purchased your Subscription Plan (“**Order Form**”). Each seat on a Multi-Seat Account may only be used by one Authorized User. Subject to the terms of the applicable Subscription Plan, a Multi-Seat Account may allow you to, or require that you, enable one or more administrators (“**Account Administrators**”) to manage, access, and use the account and any associated Content (as defined below), and to enable or remove Authorized Users. We may provide you with instructions on how to enable access to the Multi-Seat Account by the Authorized Users, which may include, without limitation, the provision of a private link to access our account creation portal for the Service. If you purchase a Subscription Plan for a Multi-Seat Account as a legal entity in connection with your business, you may assign seats to your employees or those of your affiliates, who will be considered your Authorized Users. In this case, seats on your Multi-Seat Account may only be used for activities related to your business or that of your affiliates. If an employee leaves your or your affiliate’s organization, you must notify us with the account details associated with the relevant seat, and we will then disable that seat. Once disabled, it may be reassigned to a new employee, provided that the new Authorized User completes the onboarding process and a new account is created. Any subscriptions acquired by Authorized Users outside the onboarding method we provide will not be considered part of your Multi-Seat Account and may incur separate billing. You agree that we are not responsible for the use of your Multi-Seat Account or the Service by your Authorized Users, and you are responsible for ensuring that they comply with the Terms. You are also solely responsible for implementing any measures you deem reasonably necessary to safeguard your proprietary or confidential information. We may monitor and enforce Subscription Plan limitations and restrictions, including, but not limited to, the right to charge for overages.

**4.4. Inactive Account.** We will consider your account as inactive if you have not accessed your account for 12 months and you do not have an active paid Subscription Plan. You are responsible for keeping your account active. We may delete or close your account if it becomes inactive.

**4.5. Device.** If you use or access the Service with any mobile phone, tablet, laptop, desktop computer or other device not owned by you, you must have the device owner’s permission to do so. You will be responsible for complying with these Terms, whether or not you own the device.

## 5. Service License

**5.1. Service License.** Subject to your compliance with these Terms and your payment of any applicable Subscription Fee, we hereby grant you, for the purposes specified in the terms of your Subscription Plan, a limited, revocable, non-transferable, non-sublicensable, non-exclusive license to use the Service and to download and install a copy of the applicable App provided to you by us or on our behalf on a permitted device that you own or control. Except as expressly permitted by these Terms and the terms applicable to the mobile application store where we make the applicable App available (each, an “**App Marketplace**”), you cannot: (a) rent, lease, lend, sell, distribute, sublicense, or otherwise transfer or make available the Service; or (b) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, alter, mimic, adapt, translate, or create derivative works of the Service, any updates, content or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open source components included with the Service).

**5.2. Service Level.** This section applies to you only if you purchase a Subscription Plan. We will make reasonable efforts to provide the Service during the Subscription Period. In any event, we do not guarantee the availability of the Service. You agree that the Service may be disrupted, unavailable, or inoperable, including due to (a) unforeseeable circumstances, or foreseeable circumstances that despite our reasonable measures to prevent are not within our ability to fully prevent (including, but not limited to, widespread internet disruptions, interruption of services by our service providers that was not caused by us, and malicious third-party acts), (b) emergency security measures, or (c) planned downtime (in this case, we will use reasonable efforts to inform you, for example, with a notice within the Service). We are not responsible for any disruption or loss that you may suffer as a result of any unavailability of the Service in accordance with this section.

**5.3. Trials and Betas.** We may offer optional access to features on a free, trial, beta, or early access basis (“**Trials and Betas**”) and we may perform other product validations techniques. Use of Trials and Betas is permitted only for your internal evaluation during the period set out in the Trials and Betas offer, as applicable. You acknowledge that Trials and Betas may be inoperable, incomplete or include features that are not released outside of Trials and Betas. We offer no warranty, indemnity, or support for Trials and Betas and any product validation techniques we

may perform. We may, at our sole discretion, terminate your use of Trials and Betas or discontinue any Trial and Betas at any time for any reason.

## 6. Content

6.1. **Content.** The Service provides features that may allow you to upload, store, receive, create, modify, share, or publish textual, visual, audio or other content or files (collectively, the “**Content**”).

6.2. **Ownership of Content.** We do not claim any ownership rights to the Content. You or your licensors own and retain all right, title, and interest, including all intellectual property rights, in and to the Content.

6.3. **License to WeTransfer.** In order to allow us to operate, provide you with, and improve the Service and our technologies (and to develop new ones), we must obtain from you certain rights related to Content that is covered by intellectual property rights. You hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, transferable, sub-licensable license to use your Content for the purposes of operating, developing, commercializing, and improving the Service or new technologies or services, including to improve performance of machine learning models that enhance our content moderation process, in accordance with the [Privacy & Cookie Policy](#). Such license includes the right to reproduce, distribute, modify, prepare derivative works based upon, broadcast, communicate to the public, publicly display, and perform Content. You will not be entitled to compensation for any use of Content by us under these Terms. The processing of personal data is always carried out in accordance with our [Privacy & Cookie Policy](#), which provides further details on the purposes and legal bases for such processing.

6.4. **License to Others.** You hereby grant other users a license to access, view, and use your Content, as enabled by one or more features of the Service.

6.5. **Your Responsibilities.** You are solely responsible for your Content, including, but not limited to, for how others interact with or use your Content, for determining how and with whom it is shared or published, and for regularly backing it up. You state that all your Content complies with these Terms and any applicable law, and that you have all the rights and authorizations necessary to grant the licenses in these Terms and to upload, store, receive, create, modify, share, publish or sell the Content on or through the Service. Some features may allow you to restrict access to your Content with a password, and you are responsible for the confidentiality and your sharing of such passwords and password-protected Content. Your Content will be available to you to export

or download depending on your Subscription Plan and only during the period specified under the terms of the applicable feature or your Subscription Plan, after which we have no obligation to maintain, and we may delete your Content from the Service. We may also delete your Content if your account is inactive in accordance with section 4.4. This section does not affect section 12.

**6.6. Infringement of Third-Party Rights.** We respond to notices of alleged infringement of third-party rights that comply with and satisfy the requirements set out by applicable law, and we may, where appropriate, remove or disable access to allegedly infringing Content. For instructions on how to submit a notice of infringement or file a counter-notice, please consult the notice and take down policy on our Sites.

## 7. Prohibited Uses

**7.1. Prohibited Uses.** You agree that you will not, and will not permit any person accessing the Service using your account or device to do any of the following:

- a. Use the Service in any manner not permitted by these Terms;
- b. Use the Service for any purposes prohibited by the terms of your Subscription Plan or applicable laws, or in any manner that violates or infringes upon the rights of others;
- c. Import, submit, upload, publish, post, communicate, or transmit to others in any way whatsoever, any unlawful, fraudulent, deceptive, harmful, defamatory, inaccurate, abusive, offensive, threatening, hateful, violent, harassing, discriminatory or racist content; content containing explicit nudity, pornography, or sexually explicit material; graphic content depicting acts of cruelty, violence, assault, or harm towards humans or animals, including imagery of abuse, slaughter, or death; content promoting or facilitating illegal activities, such as drug use, terrorism, or human trafficking; content promoting or facilitating the sale or distribution of illegal or prohibited goods or services, including drugs, weapons, or similar items; content supporting terrorist organizations; content encouraging or promoting self-harm, suicide, or other harmful behaviors; misinformation; content that infringes or violates another person's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity); or content which otherwise violates our content guidelines or policies;
- d. Copy (except as expressly permitted by these Terms) or modify the Service;



- e. Frame, mirror, display or incorporate the Service or any portion into any other program, site, service or product;
- f. Use the Service in a manner that interferes with, degrades, or disrupts the integrity or performance of any of our networks, technologies, products or services;
- g. Use any data mining or similar automated or manual data extraction, gathering or scraping methods in connection with the Service;
- h. Circumvent, bypass, defeat, modify, tamper, or disable any content protection system, digital rights management, security feature or functionality in the Service;
- i. Use the Service to distribute unsolicited promotional or commercial content or other unwanted or mass solicitations or spam;
- j. Misuse any reporting, flagging, complaint, dispute, or appeals process, including by making groundless or frivolous submissions; or
- k. Allow or encourage others to do any of the foregoing.

**7.2. Content and Account Review.** We may use human and automated means to detect or receive reports of suspected violations of these Terms, our content guidelines or policies, and applicable law. We may investigate any suspected violations. During such investigation, we may temporarily block access to your Content, review or screen the Content, or suspend your access to all or part of the Service. Following our investigation, we may take one or more of the following actions at our discretion: (a) remove or permanently disable access to some or all of your Content, (b) suspend or terminate your account (if any) and your access to any portion or all of the Service in accordance with section 14, and (c) disclose your Content, your registration information, or both to governmental or public authorities, law enforcement agencies, or third parties, where legally required or reasonably deemed necessary to comply with our legal obligations, protect our interests, or safeguard third parties. More information is available in our notice and takedown policy and content moderation policy published on our Sites.

## 8. Subscription Plan and Automatic Renewals; Fees and Payments

**8.1. Subscription Plan.** One or more features of the Service may require a subscription plan (“**Subscription Plan**”) which may automatically renew. The license period for the applicable Subscription Plan (“**Subscription Period**”) may vary, for example, with weekly, monthly or annual terms as specified at checkout when you purchase your Subscription Plan or in your Order Form. Each Subscription Plan may have one or more eligibility requirements and authorized uses as set out in [Pricing](#). **Upon expiration of the Subscription Period, your Subscription Plan will automatically renew for recurring Subscription Periods of the same duration**, unless the Subscription Plan is canceled or not renewed in accordance with these Terms. **If you purchase a Subscription Plan other than through an Order Form, (a) you authorize us to charge the applicable Subscription Fee to your designated payment method for your initial Subscription Period and automatically upon each renewal with no further action required by you**, and (b) you must keep your payment method up to date in your account settings or by contacting us via our [Help Center](#).

**8.2. Non-Renewal.** **If you purchase your Subscription Plan through one of the Sites, you can manage and cancel your subscription and any automatic renewals at any time from your account settings. If you purchase your Subscription Plan through an App, you can cancel your subscription and automatic renewals at any time in your account settings with the App Marketplace according to the policies of each App Marketplace. Uninstalling an App will not result in the cancellation of your subscription. If you purchase your Subscription Plan through an Order Form, you can cancel your subscription and any automatic renewals by providing written notice of termination to the contacts specified in your Order Form, at least one month before the end of the then-current Subscription Period.** We may elect to not renew a Subscription Plan by providing notice to you before the end of the then-current Subscription Period. If you have begun a Subscription Period and you then decide to cancel your subscription during such period, you will not receive a refund for the fees you already paid for such Subscription Period, and you will continue to be able to use the Service for which you subscribed until the end of such Subscription Period. The expiration of the Subscription Plan due to any non-renewal will be effective as of the end of the then-current Subscription Period. Unused add-ons, features, seats, or any other items of your Subscription Plan will not be reimbursed and do not rollover to any subsequent Subscription Period or renewal term, if applicable. You can downgrade your Subscription Plan or reduce your add-ons, features, or seats in your account, but such downgrades will not become effective until the end of your current Subscription Period, and you will not receive a refund or credit for such downgrade or

reductions. Downgrading your Subscription Plan may cause loss of features, seats, data, or functionality of the Service available to you, and we will not be responsible for any such loss.

**8.3. Fees.** You agree to pay all fees, including the then-current subscription fee applicable to your Subscription Plan ("**Subscription Fee**"), and any applicable taxes for the use of the Service in the manner, currency, and on the dates specified at checkout when you purchase your Subscription Plan or in your Order Form with us, if applicable, and upon the renewal of your Subscription Plan. If you have a Multi-Seat Account, you agree that you will be charged for each seat that is enabled in your account at the price per seat shown at checkout when you purchase your Subscription Plan or in your Order Form. If additional seats are added to your Multi-Seat Account after your Subscription Period has started, you will be charged a pro-rated amount based on the remaining days of the then-current Subscription Period and, on the following Subscription Period, such additional seats will be charged in full. If seats are removed from your Multi-Seat Account after your Subscription Period has started, you will not receive any refunds for the then-current Subscription Period, but no charges will apply for the removed seats in the following Subscription Period. You further agree that we may charge a fee for each Digital Purchase (as defined below), subject to any additional rules or terms governing Paid Transfers (as defined below).

**8.4. Fees and Payment Terms Changes.** We may update or change our fees (including, but not limited to, any Subscription Fee) and payment terms at any time at our sole discretion. **Changes to fees will not apply retroactively and changes to Subscription Fee will become effective upon the renewal of your Subscription Plan.** We may offer and discontinue free trials, promotional subscription fees, or other offers at any time at our sole discretion, including on the basis of automated decision-making. Upon expiration of such offers, you will be charged the applicable Subscription Fee (if any).

**8.5. Taxes.** All fees are exclusive of taxes, unless otherwise specified by us. We will charge any applicable taxes in connection with the Service or any fees under these Terms as required by law. You may not withhold any taxes or charges or set off any amounts due to us. We reserve the right to withhold the payment of any amounts owed to you under these Terms and dispose of them as required by law, in each case as determined by us, or to seek later payment from you of any amounts on taxes uncollected and unremitted.

**8.6. Late or Non-Payment.** If we do not receive your payment of the applicable Subscription Fee or other fees, we may, at our discretion, take one or more of the following actions: (a)

revoke any credit terms or other payment accommodation which might have been previously afforded to you, (b) accelerate your entire account balance, (c) suspend or terminate your access to your account and to any portion or all of the Service in accordance with section 14, or (d) downgrade your Subscription Plan and charge you the Subscription Fee applicable to the downgraded Subscription Plan (if any), without any responsibility for any loss of features, data, or functionality of the Service caused by such downgrading. If your payment of outstanding Subscription Fee or other fees fails as a result of insufficient funds in or other issues with your designated payment method, we may seek to recover the outstanding amount by, at our discretion, continuing to attempt to charge the outstanding amount to the same designated payment method, or dividing the outstanding amount into one or more smaller amounts and charging such smaller amounts to the same designated payment method, in which case we will use reasonable efforts to notify you.

**8.7. No Refunds.** Except as otherwise expressly stated in these Terms, all fees and taxes are non-refundable.

**8.8. Credit Card Payment Fee.** Payments with credit cards may be subject to an additional processing fee as specified in [Pricing](#) or at checkout.

## 9. Our Intellectual Property Rights

**9.1. Ownership.** We or our licensors retain and exclusively own all rights, title and interest in and to the Service and its content, including all intellectual proprietary rights, whether registered or not, which include, but are not limited to, copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights in and to the Service. We reserve all rights not expressly granted to you under these Terms.

**9.2. Feedback.** If you provide feedback, comments or suggestions for improvements related to the Service (“**Feedback**”), you state that you (a) have the right to disclose the Feedback, (b) the Feedback does not violate third-party rights, and (c) the Feedback does not contain the confidential or proprietary information of any third party. You (i) acknowledge that we may have something similar to the Feedback already under consideration or in development, and (ii) assign to us your entire right, title, and interest (including any intellectual property rights) in and to Feedback. To the extent that any right, title, or interest cannot be assigned under applicable law,

you hereby grant us an irrevocable, exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works from, publish, distribute and sublicense the Feedback without any compensation, and waive any right, title or interest and consent to any action by us, our service providers, successors, and assigns that would violate such right, title, or interest in the absence of such consent. You agree to execute any documents necessary to effect the assignment, waivers, or consents described in this section.

## 10. Promotional Activities

Sweepstakes, contests, raffles, surveys, games, or similar promotions that you enter on the Service or in connection with the Service (each, a “**Promotion**”) may be subject to official rules or conditions that are supplemental to these Terms, and which may provide eligibility requirements, entry instructions, deadlines, prize information and restrictions. If you wish to participate in a Promotion, please refer to the applicable official rules or conditions. If a Promotion’s official rules or conditions conflict with these Terms, the provisions contained in the official rules or conditions govern and control the relevant Promotion.

## 11. Third-Party Materials and Services; Advertising

**11.1. Third-Party Materials and Services.** The Service may display, include or make available content and information from third parties, including Content (collectively, “**Third-Party Materials**”). The Service may also enable access to Digital Purchases, third-party services, software, and websites (collectively, “**Third-Party Services**”) or provide links to certain Third-Party Services or Third-Party Materials. You understand that by using the Service, you may encounter content, including Third-Party Services and Third-Party Materials, that may be deemed inaccurate, offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search may automatically and unintentionally generate links or references to objectionable material. By using the Service, you further acknowledge and agree that we are not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, merchantability, fitness for a particular purpose or any other aspect of such Third-Party Services or Third-Party Materials. We do not warrant or endorse and do not assume and will not have any responsibility for any Third-Party Services or Third-Party Materials. Such Third-Party Services and Third-Party Materials are provided solely as a convenience to you. You agree to use the

Service and any Third-Party Services or Third-Party Materials at your sole risk. In addition, Third-Party Services and Third-Party Materials that may be accessed from, displayed on or linked from your device may not be available in all languages, in all countries, or in all operating systems. We make no representations that such Third-Party Services and Third-Party Materials are appropriate or available in any particular location. We do not endorse any Third-Party Services or Third-Party Materials, regardless of any advertising of such services or materials on the Service. To the extent you choose to access or use such Third-Party Services or Third-Party Materials, you do so at your own initiative and are responsible for compliance with any applicable laws. We, and our providers and licensors, reserve the right to change, suspend, remove, limit, or disable access to any Third-Party Services or Third-Party Materials at any time without notice. We will not be liable for the limitation, removal of, or disabling of access to any such services or materials. You acknowledge and agree to comply with applicable third-party terms, conditions, and policies related to the use of the Service, Third-Party Services and Third-Party Materials. This section does not affect section 12.

11.2. **Advertisement.** The Service may contain advertisements. In consideration for your access and use of the Service, you agree that we, our affiliates, and our third-party partners may place advertising on the Service.

## 12. Disclaimer of Warranties and Limitation of Liability

12.1. **Disclaimer of Warranties.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE (EXPRESSLY INCLUDING ALL CONTENT AND FEATURES MADE AVAILABLE VIA THE SERVICE), IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF COURSE OF DEALING, OF TRADE USAGE OR PRACTICE, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NON-INFRINGEMENT. WE DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICE WILL BE CONSTANTLY

AVAILABLE, UNINTERRUPTED, SECURE, OR ERROR-FREE, THAT ERRORS OR DEFECTS IN THE SERVICE WILL BE CORRECTED, OR THAT THE SERVICE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY. SHOULD THE SERVICE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION, AND YOU ARE SOLELY RESPONSIBLE FOR ANY LOSS OR CORRUPTION OF DATA THAT RESULTS FROM THE USE OF AND ACCESS TO THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

12.2. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE (AND OUR AFFILIATES, PARENT COMPANIES, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, LICENSORS, CONTRACTORS, PERMITTED SUCCESSORS AND PERMITTED ASSIGNS) WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, MORAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICE, OR ANY CONTENT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), OR WHETHER SUCH DAMAGE WAS FORESEEABLE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL OUR (AND OUR AFFILIATES, PARENT COMPANIES, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, LICENSORS, CONTRACTORS, PERMITTED SUCCESSORS AND PERMITTED ASSIGNS') TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW) EXCEED THE GREATER OF THE AMOUNTS YOU HAVE PAID TO US IN THE 12-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY OR ONE HUNDRED U.S. DOLLARS (USD 100). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF CERTAIN TYPES OF

**DAMAGES IN WHICH CASE SOME OF THE LIMITATIONS ABOVE MAY NOT APPLY TO YOU. THE ABOVE LIMITATIONS OR EXCLUSIONS DO NOT AFFECT YOUR STATUTORY CONSUMER RIGHTS IN YOUR APPLICABLE JURISDICTION.**

## 13. Indemnification

You will defend, indemnify and hold us, our affiliates, our and our affiliates' directors, officers, agents, employees, partners, licensors, contractors, permitted successors and permitted assigns (each of the foregoing, an "**Indemnitee**") harmless from all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including, but not limited to, professional fees and reasonable attorneys' fees incurred by one or more Indemnitees, to the extent directly or indirectly arising out of or resulting from one or more of the following: (a) your or your Authorized Users access to or use of the Service; (b) your or your Authorized Users' Feedback; (c) any breach of these Terms by you, your Authorized Users, or any person accessing the Service using your account or device; (d) your or your Authorized Users' violation, misappropriation, or infringement of any rights of another (including intellectual property rights or privacy rights); (e) your or your Authorized Users' violation of any applicable law or regulation; (f) any and all claims for property damage, personal injury or bodily injury or death, to the extent caused by your or your Authorized Users' breach of these Terms; or (g) your or your Authorized Users' conduct in connection with the Service. You will promptly notify us of any third-party claims subject to indemnification. You agree that we will have the right to control the defense, negotiation, and settlement of any claim subject to indemnification by you and that you will fully cooperate with us in the defense, negotiation, or settlement of any such claim, and that we will have the right to select counsel handling such defense, negotiation or settlement in our sole discretion. This section does not affect any other indemnities set out in a separate written agreement between you and us or the other Indemnitees.

## 14. Suspension; Termination

**14.1. Suspension.** We may suspend without prior notice your access or your account (if any) and any portion or all of the Service for any reason, including if, in our sole judgment, we determine: (a) there is a threat or attack on any of our services or systems, or any data stored thereon; (b) your use of the Service disrupts or poses a security risk to us or any of our customers or vendors; (c) you are using the Service for purposes of engaging in, or your account is being used to engage



in, fraudulent or illegal activities; (d) our provision of the Service to you is prohibited by applicable law; (e) you fail to comply with one or more provisions of these Terms, or we suspect that you are in violation of, or reasonably likely to be in violation of, one or more provisions of these Terms; or (f) any of our licensors or vendors restricts, suspends, or terminates our access to one or more Third-Party Service or Third-Party Materials that are required for the provision of or access to the Service. We will not be liable to you or any third party for any such suspension. This section does not affect your payment obligations under section 8.3.

**14.2. Termination by You.** These Terms are effective until you perform each of the following: (a) stop using the Service, (b) uninstall and delete any copies of any Apps or software included in the Service in your possession, (c) cancel all active Subscription Plans in accordance with these Terms, and (d) cancel your account, if you have one. Your termination of these Terms or cancellation of your account does not relieve you from your payment of any outstanding Subscription Fee or other fees.

**14.3. Termination by Us.** We may terminate these Terms or your right to access or use the Service at any time (a) for any reason by providing you with prior notice, and (b) without notice where we reasonably consider that you have failed to comply with these Terms or applicable law, or we are unable to continue to provide the Service, including due to technical or business reasons.

**14.4. Effect of Termination and Survival.** Upon expiration, termination, or cancellation of these Terms for any reason, (a) you must stop using the Service and uninstall and delete all copies of any Apps or software included with the Service in your possession, and (b) all rights granted to you under these Terms, including all licenses, will immediately terminate. The provisions of these Terms that are by their nature intended to survive termination or expiration of these Terms will so survive.

## 15. Governing Law and Jurisdiction

**15.1. Governing Law.** These Terms, and any dispute, claim (including non-contractual disputes or claims), or matters arising out of or in connection with these Terms will be governed by, and construed in accordance with, the laws of the State of New York, U.S., excluding any conflict-of-laws rule or principle that might refer the governance or the construction of these Terms to the law of any other jurisdiction.

**15.2. Jurisdiction.** If a dispute, claim or matter arising out of or in connection with these Terms is not subject to arbitration pursuant to section 16, you agree that any claim or dispute you may have against us must be resolved exclusively by a state or federal court located in New York, New York, U.S., and you agree to submit to the exclusive personal jurisdiction of the courts located within New York, New York, U.S. (and, for the avoidance of doubt, to exclude the jurisdiction of any other court) for the purpose of litigating all such claims or disputes.

## 16. Dispute Resolution; Binding Individual Arbitration

**PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND WETRANSFER TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH YOU AND WETRANSFER CAN SEEK RELIEF FROM EACH OTHER. ARBITRATION PRECLUDES YOU AND WETRANSFER FROM SUING IN COURT OR HAVING A JURY TRIAL. YOU AND WETRANSFER AGREE THAT ARBITRATION WILL BE SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, OR ANY OTHER KIND OF REPRESENTATIVE PROCEEDING. WETRANSFER AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY.**

**THE PARTIES ACKNOWLEDGE THAT THE TERMS IN THIS SECTION ARE INTENDED TO REDUCE THE FINANCIAL BURDENS ASSOCIATED WITH RESOLVING THEIR DISPUTES AND ARE NOT INTENDED TO DELAY ADJUDICATION OF ANY PARTY'S CLAIMS.**

**FOLLOW THE INSTRUCTIONS BELOW IN SECTION 16(K) IF YOU WISH TO OPT OUT OF THE REQUIREMENT TO ARBITRATE ON AN INDIVIDUAL BASIS.**

**a) Claims Subject to this section.** The dispute resolution and binding arbitration terms in this section 16 apply to all Claims between you and WeTransfer. A "Claim" is any dispute, claim, cause of action, or controversy (excluding those exceptions listed below) between you and WeTransfer, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory for which either party wishes to seek legal recourse and that arises from or relates to these Terms or the Service, including any related to privacy or data-security or to the formation, validity, enforceability, revocability, performance, breach, or scope of these Terms or arbitration agreement or any portion of it or arising out of or relating to interpretation or application of these Terms or arbitration agreement. "Claim" also includes disputes that arose or involve facts occurring before the existence of this or prior versions of the Terms as well as claims that may arise after the termination of these Terms.

**b) Informal Dispute Resolution Prior to Arbitration.** If you have a Claim against WeTransfer or if WeTransfer has a Claim against you, you and WeTransfer must first attempt to resolve the Claim informally in order to try to resolve the Claim faster and reduce costs for both parties. You and WeTransfer will make a good-faith effort to negotiate the resolution of any Claim for 45 days, or such longer period as mutually agreed in writing (email suffices) by the parties, (“**Informal Resolution Period**”) from the day either party receives a written notice of a dispute from the other party (a “**Claimant Notice**”) in accordance with these Terms.

You will send any Claimant Notice to WeTransfer by certified mail addressed to Keizersgracht 281, 1016 ED, Amsterdam, the Netherlands or by email to [legal@wetransfer.com](mailto:legal@wetransfer.com). WeTransfer will send any Claimant Notice to you by certified mail or email using the contact information you have provided to WeTransfer or via reasonably available means of notice if you have not provided certified mail or email contact information to WeTransfer. The Claimant Notice sent by either party must (i) include the sender’s name, address, email address, telephone number, and any relevant purchase information; (ii) describe the nature and basis of the Claim; and (iii) set forth the specific relief sought.

The Informal Resolution Period is intended to allow the party who has received a Claimant Notice to make a fair, fact-based offer of settlement if it chooses to do so. You or WeTransfer cannot initiate arbitration before the end of the Informal Resolution Period. If you or WeTransfer file a Claim in court or initiate arbitration without first providing a compliant Claimant Notice and waiting until the conclusion of the Informal Resolution Period, the other party reserves the right to seek relief from a court or arbitrator to enjoin the filing or arbitration and seek damages from the party that has not followed the informal dispute-resolution process to reimburse it for any costs and fees—including arbitration, attorney, and expert fees—incurred as a foreseeable consequence of that breach.

The statute of limitations and any filing-fee deadlines for a Claim shall be tolled for the duration of the Informal Resolution Period for that Claim so that the parties can engage in this informal dispute-resolution process.

**c) Claims Subject to Binding Arbitration; Exceptions.** Except for individual disputes that qualify for small-claims court (provided that the small-claims court does not permit class or similar representative actions or relief) and any disputes exclusively related to the intellectual property or intellectual-property rights of you or WeTransfer, including any disputes in which you or WeTransfer seek injunctive or other equitable relief for the alleged unlawful use or infringement

of your or WeTransfer's intellectual property ("**IP Claims**"), all Claims, including Claims that are not related to intellectual property but are jointly filed with IP Claims, that are not resolved in accordance with section 16(b) will be resolved by a neutral arbitrator through final and binding arbitration instead of in a court by a judge or jury.

**d) Binding Individual Arbitration.** Subject to the terms of this section, Claims may only be adjudicated by binding individual arbitration conducted by National Arbitration and Mediation ("**NAM**"), <https://namadr.com>, according to the Federal Arbitration Act, 9 U.S.C. § 1, et seq., ("**FAA**") and NAM's Comprehensive Dispute Resolution Rules and Procedures in effect at the time the Claim arose ("**Rules**"), as modified by these Terms.

These Terms affect interstate commerce, and the enforceability of this section 16 will be substantively and procedurally governed by the FAA to the extent permitted by law. As limited by the FAA, these Terms, and the Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Claim and to grant any remedy or relief that would otherwise be available in court, including the power to determine the question of arbitrability. To the fullest extent allowed by applicable law, the arbitrator may only award legal or equitable remedies that are individual to you or WeTransfer to satisfy one of our individual Claims (that the arbitrator determines are supported by credible relevant evidence).

**e) Arbitration Procedure and Location.** You or WeTransfer may initiate arbitration of any Claim not resolved during the Informal Resolution Period by filing a demand for arbitration with NAM.

Instructions for filing a demand for arbitration with NAM are available on the NAM website or by emailing NAM at [commercial@namadr.com](mailto:commercial@namadr.com). You will send a copy of any demand for arbitration to WeTransfer by certified mail addressed to Keizersgracht 281, 1016 ED, Amsterdam, the Netherlands or by email to [legal@wetransfer.com](mailto:legal@wetransfer.com). WeTransfer will send any demand for arbitration to you by certified mail or email using the contact information you have provided to WeTransfer or via reasonably available means of notice if you have not provided certified mail or email contact information to WeTransfer.

The arbitration will be conducted by a single arbitrator in the English language. You and WeTransfer both agree that the arbitrator will be bound by these Terms.

For Claims in which the claimant seeks USD 10,000 or less, the arbitrator will decide the matter solely based on written submissions, without a formal hearing, unless the arbitrator decides that a formal hearing is necessary. For Claims in which the claimant seeks more than USD 10,000, or

smaller matters in which the arbitrator determines a hearing to be necessary, hearings shall be conducted by video or telephone, unless the arbitrator determines an in-person hearing is necessary. If an in-person hearing is required and you reside in the United States, the hearing will take place in New York, New York, unless you are a consumer and the arbitrator determines that this would pose a hardship for you, in which case the in-person hearing may be conducted in the claimant's state and county of residence. If you reside outside the United States, the site of any in-person hearing will be determined by the applicable Rules.

The arbitrator (not a judge or jury) will resolve all Claims in arbitration. Unless you and WeTransfer agree otherwise, any decision or award will include a written statement stating the decision of each Claim and the basis for the award, including the arbitrator's essential factual and legal findings and conclusions.

An arbitration award and any judgment confirming it apply only to that specific case; they cannot be used or offered as precedent in any other case except to enforce the award itself unless the parties agree prior to issuance of the award. Any arbitration decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial confirmation of any award and an order of enforcement.

**f) Arbitration Fees.** Except for circumstances outlined in section 16(g), each party will be responsible for arbitration fees in accordance with the applicable Rules and these Terms.

**g) Frivolous or Improper Claims.** To the extent permitted by applicable law, a claimant must pay all costs and fees incurred by the defending party—including arbitration, attorney, and expert fees—related to a Claim if an arbitrator determines that (i) the Claim was frivolous or (ii) the Claim was filed for any improper purpose, such as to harass the responding party, cause unnecessary delay, or needlessly increase the cost of dispute resolution.

**h) One Year to Assert Claims. TO THE EXTENT PERMITTED BY LAW, ANY CLAIM BY YOU OR WETRANSFER AGAINST THE OTHER MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM ARISES; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT YOU OR WETRANSFER WILL NO LONGER HAVE THE RIGHT TO ASSERT THAT CLAIM.**

**i) Confidentiality.** If you or WeTransfer submits a Claim to arbitration, you and WeTransfer agree to cooperate to seek from the arbitrator protection for any confidential, proprietary, trade secret, or otherwise sensitive information, documents, testimony, and other materials that might be

exchanged or the subject of discovery in the arbitration. You and WeTransfer agree to seek such protection before any such information, documents, testimony, or materials are exchanged or otherwise become the subject of discovery in the arbitration.

**j) Coordinated Filings.** If 25 or more Claimant Notices are received by a party that raise similar claims and have the same or coordinated counsel, these will be considered “Coordinated Claims” and will be treated as mass filings, mass arbitrations or multiple case filings according to the Rules, if and to the extent Coordinated Claims are filed in arbitration as set forth in these Terms. You or WeTransfer may advise the other of your or its belief that Claims are Coordinated Claims, and disputes over whether a Claim meets the definition of “Coordinated Claims” will be decided by the arbitration provider as an administrative matter. The following procedures are intended to supplement the Rules, and to the extent the procedures conflict with those Rules, to supersede them.

**COORDINATED CLAIMS MAY ONLY BE FILED IN ARBITRATION AS PERMITTED BY THE BELLWETHER PROCESS SET FORTH BELOW. APPLICABLE STATUTES OF LIMITATIONS WILL BE TOLLED FOR CLAIMS ASSERTED AS COORDINATED CLAIMS FROM THE TIME A COMPLIANT CLAIMANT NOTICE HAS BEEN RECEIVED BY A PARTY UNTIL THESE TERMS PERMIT SUCH COORDINATED CLAIMS TO BE FILED IN ARBITRATION OR COURT.**

Initial Bellwether: The bellwether process set forth in this section will not proceed until counsel representing the Coordinated Claims has advised the other party in writing (email suffices) that all or substantially all the Claimant Notices for the Coordinated Claims have been provided.

After that point, counsel for the parties shall select 20 Coordinated Claims to proceed in arbitration as a bellwether to allow each side to test the merits of its claims and arguments. Each side shall select 10 claimants who have provided compliant Claimant Notices for this purpose, and only those chosen cases may be filed with the arbitration provider. The parties acknowledge that resolution of some Coordinated Claims will be delayed by this bellwether process. Any remaining Coordinated Claims shall not be filed or deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those Claims, unless and until they are selected to be filed in individual arbitration proceedings as set out in this section 16(j).

A single arbitrator shall preside over each Coordinated Claim chosen for a bellwether proceeding, and only one Coordinated Claim may be assigned to each arbitrator as part of a bellwether process unless the parties agree otherwise.

**Mediation:** Once the arbitrations that are part of the bellwether process have concluded (or sooner if the claimants and the other party agree), counsel for the parties must engage in a single mediation of all remaining Coordinated Claims, with the mediator's fee paid for by WeTransfer. Counsel for the claimants and the other party must agree on a mediator within thirty (30) days after the conclusion of the last bellwether arbitration. If counsel for the claimants and the other party cannot agree on a mediator within 30 days, the arbitration provider will appoint a mediator as an administrative matter. All parties will cooperate for the purpose of ensuring that the mediation is scheduled as quickly as practicable after the mediator is appointed.

**Remaining Claims:** If the mediation does not yield a global resolution of all remaining Coordinated Claims, the arbitration requirement in this section 16 shall no longer apply to Coordinated Claims for which a compliant Claimant Notice was received by the other party but that were not resolved in the bellwether proceedings. Such Coordinated Claims released from the arbitration requirement must be resolved in accordance with section 15.2.

To the extent you are asserting the same Claim as other persons and are represented by common or coordinated counsel, you agree to waive any objection that the joinder of all such persons is impracticable.

If Coordinated Claims released from the arbitration requirement are brought in court, claimants may seek class treatment, but to the fullest extent allowed by applicable law, the classes sought may comprise only the claimants in Coordinated Claims for which a compliant Claimant Notice was received by the other party. Any party may contest class certification at any stage of the litigation and on any available basis.

A court shall have authority to enforce the bellwether and mediation processes defined in this section 16(j) and may enjoin the filing of lawsuits or arbitration demands not made in compliance with it.

**k) Opting Out of Arbitration.** You have the right to opt out of binding arbitration within 30 days of the date you first accept these Terms by providing us with notice of your decision to opt out via email at [legal@wetransfer.com](mailto:legal@wetransfer.com) or by certified mail addressed to Keizersgracht 281, 1016 ED, Amsterdam, the Netherlands. To be effective, the opt-out notice must include your full name,

mailing address, and email address. The notice must also clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with section 15.2. If you opt out of this updated arbitration clause and were previously subject to an arbitration clause in effect prior to this updated arbitration clause, then that prior arbitration clause will remain as part of the agreement between us. If you are a new user and did not previously consent to the prior arbitration clause and you choose to opt-out of this updated agreement, then we will also not be bound by this updated arbitration clause. Changes to this section 16 do not provide you with a new opportunity to opt out of the binding arbitration if you have previously agreed to a version of these Terms and did not validly opt out of binding arbitration.

**l) Rejection of Future Arbitration Changes.** You may reject any change we make to section 16 (except address changes) by sending us notice of your rejection within 30 days of the change via email at [legal@wetransfer.com](mailto:legal@wetransfer.com) or by certified mail addressed to Keizersgracht 281, 1016 ED, Amsterdam, the Netherlands. Changes to section 16 may only be rejected as a whole, and you may not reject only certain changes to section 16. If you reject changes made to section 16, the most recent version of section 16 that you have not rejected will continue to apply.

**m) Severability.** If any portion of this section 16 is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (i) the unenforceable or unlawful provision will be severed from these Terms; (ii) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this section 16 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this section 16; and (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction, in accordance with these Terms, and not in arbitration. The litigation of those claims will be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this section 16 is found to prohibit an individual claim seeking public injunctive relief (that is, injunctive relief whose primary purpose and effect is to prohibit and enjoin conduct harmful to the general public), that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this section 16 will be enforceable. To the extent that you prevail on a Claim and seek public injunctive relief, the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual Claims in arbitration.



## 17. General

17.1. **Assignment.** You will not assign, subcontract, delegate, or otherwise transfer these Terms, or your rights and obligations hereunder, without obtaining the prior written consent of one of our authorized representatives, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be void. We may assign these Terms or delegate our obligations hereunder, in whole or in part, without your consent, to any person or entity at any time. These Terms will be binding upon the parties and their respective successors and permitted assigns.

17.2. **Severability.** If any provision or part of these Terms is found to be unlawful, void or for any reason unenforceable, that provision, or the affected part thereof, will be deemed amended so that it is valid and enforceable to the maximum extent permitted by law. Any invalid or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of these Terms as possible. Any unaffected provision of these Terms will remain in full force and effect.

17.3. **No Waiver.** Any failure by us to exercise or enforce any of our rights under these Terms does not waive our right to enforce such rights. Any waiver of such rights will only be effective if it is in writing and signed by one of our authorized representatives. The rights and remedies under these Terms are cumulative and are in addition to and not in substitution of any other rights and remedies available at law, in equity or otherwise.

17.4. **No Third-Party Beneficiaries.** Except as expressly provided in sections 9 (**Our Intellectual Property Rights**), 11 (**Third-Party Materials and Services; Advertising**), 13 (**Indemnification**), 17 (**General**), and 19 (**Additional Terms for App Marketplaces**), there are no third-party beneficiaries to these Terms other than each of our affiliates.

17.5. **Publicity.** If you have purchased a Subscription Plan through an Order Form, you hereby grant us a non-exclusive, worldwide, royalty-free license to use your name and logos solely to identify you as a WeTransfer customer on our Sites and in marketing and communications materials. We will use reasonable efforts to cease use and remove your name and logos from our Sites and our marketing and communication materials following the termination of your Subscription Plan, except where such removal is not reasonably possible.

## 18. Paid Transfers

The Service may include functionality (“**Paid Transfers**”) that enables our users to request and collect payments (“**Sellers**”) to allow other users to access or download Content (“**Buyers**”).

## 18.1. Additional Terms for Sellers

If you are a Seller, the following terms apply to you in addition to the Terms.

18.1.1. **Limited Use.** You may use Paid Transfers only for the purpose of facilitating the payment transaction between you and Buyers who purchase a Paid Transfer (“**Digital Purchase**”) of your Content in accordance with these Terms. You may not use Paid Transfers to offer anything other than Content.

18.1.2. **Digital Purchase.** You are responsible for offering and setting the price and any additional terms and conditions for Digital Purchases for your Content. You are also solely responsible for complying with any applicable laws related to Digital Purchases and for resolving any disputes with Buyers. You acknowledge and agree that each Digital Purchase is a transaction solely between you and the Buyer, and that we are not a party to it.

18.1.3. **Processing Payments.** We have no responsibility for any Digital Purchases, and we have no liability to you or the Buyer for any payment or billing error, failure, or fraud for Digital Purchases. We may employ one or more third-party payment processing service providers for Paid Transfers (“**Third-Party Payment Processing Service**”), and we may monitor and review payment transactions through Paid Transfers. You may be required to create and maintain an account with the Third-Party Payment Processing Service associated with your account within the Service to use Paid Transfers. You must agree and comply with the terms and conditions of the Third-Party Payment Processing Service. A transaction fee may apply to each Digital Purchase processed through the Third-Party Payment Processing Service. You agree that you are solely responsible for paying this fee. We do not collect or have access to credit card information used to make Digital Purchases.

18.1.4. **Taxes and Refunds.** You are responsible for calculating, collecting, reporting, and remitting applicable taxes for the Digital Purchases you offer. You are also solely responsible for handling refunds and addressing any requests related to Digital Purchases that you offer. If we receive refund requests or other inquiries from Buyers regarding your Digital Purchase offerings, we may forward these requests to you and inform Buyers that all questions or complaints must be directed to the Seller. You must resolve such matters in compliance with applicable law and

any agreements you have with Buyers, your bank, card or payment networks, or other parties you engage for transaction payment processing. You further agree to cooperate and provide any information reasonably requested by us to address chargebacks or respond to communications received from such parties or governmental authorities regarding transaction payments in connection with your Digital Purchase offerings.

## 18.2. Additional Terms for Buyers

If you are a Buyer, the following terms apply to you in addition to the Terms.

**18.2.1. Digital Purchases.** By making a Digital Purchase, you agree to comply with these Terms, as well as any additional terms set by the Seller from whom you are purchasing Content. When you make a Digital Purchase, whether as a single purchase or as part of a subscription, you enter into a direct transaction with the Seller. We are not the merchant of record and we do not process or manage payments on behalf of the Seller. You are responsible for reviewing and agreeing to any additional specific terms and conditions related to the Digital Purchase set by the Seller before completing the transaction.

**18.2.2. Pricing and Delivery.** The price of Digital Purchases is determined by the Seller. Once a Digital Purchase is completed, you will be granted access to the purchased Content in accordance with the terms set by the Seller.

**18.2.3. Refunds and Support.** All refunds, disputes, or complaints regarding Digital Purchases must be directed to the Seller from whom you purchased the Content. We do not process refunds, handle chargebacks, or mediate disputes related to Digital Purchases. If you have concerns about your Digital Purchase, you must contact the Seller directly.

**18.2.4. Taxes.** Any applicable taxes on Digital Purchases are determined and collected by the Seller. You are responsible for reviewing any tax charges applied at the time of purchase.

**18.2.5. Payment Processing.** Payments for Digital Purchases are handled through the Third-Party Payment Processing Service. By proceeding with a Digital Purchase, you authorize the Third-Party Payment Processing Service to charge your selected payment method for the transaction amount, including applicable taxes. When making a Digital Purchase, we do not store or have access to your payment details, including credit card information. We may employ, and we may monitor and review payment transactions through Digital Purchases. You must agree to and comply with the terms and conditions of the Third-Party Payment Processing Service.

**18.2.6. No Liability for Digital Purchases.** We are not responsible for the Content, pricing, availability, delivery or fulfillment of Digital Purchases. All issues related to the access, quality, or functionality of purchased Content must be resolved directly with the Seller. By making a Digital Purchase, you agree that we are not responsible for any claims, losses, or damages arising from or related to your transaction with the Seller.

## 19. Additional Terms for App Marketplaces

When you access, purchase, or download our App from the Apple App Store, you acknowledge and agree that:

- These Terms are concluded between you and WeTransfer, and not with Apple Inc. or its subsidiaries (collectively, “**Apple**”), and as between WeTransfer and Apple, WeTransfer is solely responsible for the App and the content thereof.
- You may only use the App on an Apple-branded product that you own or control and as permitted by the Usage Rules set forth in the terms and guidelines that govern your use of the Apple App Store (including the Apple Media Services Terms and Conditions), except that the App may be accessed and used by other accounts associated with your account from which you made your purchase via Family Sharing or volume purchasing.
- Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you where applicable. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of WeTransfer.
- Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation.
- In the event of any third-party claim that the App or your possession and use of the App infringes that third party’s intellectual property rights, as between Apple and WeTransfer,

WeTransfer will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

- You must comply with applicable third-party terms of agreement when using the App.
- Apple is a third-party beneficiary of these Terms, and Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

# Terms of Service

Last update: June 23, 2025. Effective as of August 8, 2025, unless you are a new user.

If your usual residence is outside the United States of America

## 1. Introduction

**1.1. Agreement. Please read carefully:** These Terms of Service (these “**Terms**”) constitute a legally binding agreement between you (“**you**” or “**your**”) and Wetransfer B.V. (“**WeTransfer**”, “**we**”, “**us**”, or “**our**”). These Terms govern your access and use of our websites where these Terms are posted (the “**Sites**”), our mobile applications (the “**Apps**”), and our related content, products, and services (collectively, and together with the Sites and the Apps, the “**Service**”).

**1.2. Binding Agreement.** By downloading, installing or using the Service in any manner, you agree to these Terms and you agree to comply with and be bound by any applicable guidelines, policies and additional terms—which form part of these Terms—as made available to you on one or more of the Sites, as well as by any specific, supplemental or third-party licenses, terms, or policies when using the Service. **These Terms contain provisions that govern the resolution of claims you may have, disclaimers of certain warranties, automatically renewing subscriptions, and certain limitations on our liability. If you do not agree to all terms and conditions in these Terms, do not access and immediately stop using the Service, cancel any account, and immediately delete any copies of any Apps or software included in the Service in your possession.**

**1.3. Language.** These Terms were originally drafted in English. If there is any conflict between the English-language version of these Terms and a version translated into another language, the one most favorable to the consumer will prevail.

**1.4. Privacy.** Our [Privacy & Cookie Policy](#) provides information about the processing of personal data in connection with the Service, including how data is collected, for which purposes it is processed, and for how long it is retained. To the extent that we process personal data on your behalf as a data processor under applicable privacy laws, the [Data Processing Agreement](#) applies and is incorporated by reference into these Terms.

**1.5. Contact Information.** You can contact us via our [Help Center](#). If we have to contact or notify you, we will do so by using the contact or account information you provided to us or via notification within the Service or other reasonable method.

## 2. Changes to the Terms and the Service

**2.1. Changes to the Terms.** We may update these Terms from time to time as we remove or release new features, technologies, or services, or to comply with legal, regulatory, or contractual requirements, in response to exceptional or unforeseen circumstances, or for other justifiable business reasons. In such cases, we will take appropriate measures to inform you in accordance with the significance of the changes performed, for example, by notifying you via email or a pop-up or push notification within the Service. It is your responsibility to review the Terms regularly, and to check the Service for updates to these Terms regularly. By continuing to access or use our Service after updates become effective, you agree to be bound by the updated Terms. If you do not agree to the updated Terms, you must immediately stop using our Service, uninstall and delete any copies of any Apps or any software included in the Service in your possession, and cancel your subscription and any account.

**2.2. Changes to the Service.** We may also update, change, suspend or discontinue the Service (or any part, content or feature) or Subscription Plan (as defined below) at any time to offer or test new or different features, technologies, or services, to repair, improve or further develop the Service, to comply with legal, regulatory or contractual requirements, in response to exceptional or unforeseen circumstances, or for other justifiable or business reasons. Such changes, updates, suspensions, discontinuations may also result in adjustment to the applicable Subscription Fee (as defined below), including price increases, which will be effective upon the renewal of your Subscription Plan. In such cases, if reasonably necessary or if required under applicable law, we will notify you via email or a pop-up or push notification within the Service. If any such update, change, suspension or discontinuation of the Service (or any part, content or feature) would reasonably be expected to have a significant adverse impact on your access or use of the Service, we will notify you in advance and you will be entitled to withdraw from these Terms free of charge during the notice period. Some services and features may not be available in all countries, in all languages, or in all operating systems.

## 3. Eligibility

3.1. **Age.** You may access and use the Service only if you are capable of entering into a legally binding agreement with us.

3.2. **Legal Entities.** If you are using the Service, opening an account, or accepting these Terms on behalf of a legal entity: (a) you agree to these Terms on behalf of yourself and such legal entity, (b) you represent and warrant that you are authorized to agree to these Terms on such entity's behalf and to bind such entity to these Terms, and (c) all references to "you" throughout these Terms other than this sentence will mean such legal entity.

3.3. **Economic Sanctions and Export Controls.** You agree to comply with all applicable trade, economic sanctions, and export control laws, including those of the United States, the European Union, the United Kingdom, and any other relevant jurisdictions ("**Export Laws**"), in connection with your access to and use of the Service. You may not access, use, export, re-export, transfer, or otherwise make available the Service, directly or indirectly: (a) into any country or territory subject to comprehensive trade sanctions or embargoes under applicable Export Laws, or (b) to any individual, entity, or organization listed on any applicable restricted party list maintained by relevant authorities. You state that: (i) you are not located in, organized under the laws of, or ordinarily resident in any country or territory that is the subject of comprehensive sanctions or embargoes under applicable Export Laws; (ii) you are not an individual or entity that appears on any applicable sanctions or restricted parties lists maintained by competent government authorities; and (iii) you will not use the Service for any purposes prohibited by Export Laws and in any manner that would cause any party to be in violation of applicable Export Laws. We reserve the right to suspend or terminate your Subscription Plan or your access to the Service in accordance with section 14, if we determine that such an action is required to comply with applicable Export Laws.

## 4. Your Account

4.1. **Account Information.** Although these Terms apply regardless of whether you create or use an account, the use of certain features of the Service may require you to have an account. In such cases, these Terms also govern your account. You must provide only true, current and accurate information when you create your account or provide us with the required information, and meet the eligibility requirements under these Terms and [Pricing](#). You agree to update your registration information to keep it accurate and current. We may ask you to confirm your registration information (such as your email address) to continue using the Service. If you choose not to do



so, your access to the Service may be restricted or terminated. When you choose a username or otherwise create a nickname, you agree not to use any name that is unlawful, fraudulent, deceptive, harmful, defamatory, inaccurate, abusive, offensive, threatening, hateful, violent, harassing, discriminatory or racist, or any name that infringes or violates another person's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You agree not to impersonate any person or misrepresent your identity or affiliation with any person. You further agree not to purchase, sell, rent, or give away your account, or share your registration information. To the maximum extent permitted under applicable law, you are responsible for anything that happens through your account and all uses of your registration information, including, but not limited to, purchases, whether or not authorized by you.

**4.2. Account Security.** In the event you become aware of or reasonably suspect any breach of security, including any loss, theft, or unauthorized disclosure, of your registration information, you must immediately notify us and modify your registration information. You are responsible for maintaining the security of your account and the confidentiality of your registration information. If required, you must use a strong password for your account that is unique to the Service and not used by you in any other service.

**4.3. Multi-Seat Account.** If your Subscription Plan permits it, you may enable more than one individual user to access and use the Service ("**Authorized Users**") under your account ("**Multi-Seat Account**") during the Subscription Period (as defined below), subject to the number of seats and other conditions as specified in Pricing or in the order form through which you purchased your Subscription Plan ("**Order Form**"). Each seat on a Multi-Seat Account may only be used by one Authorized User. Subject to the terms of the applicable Subscription Plan, a Multi-Seat Account may allow you to, or require that you, enable one or more administrators ("**Account Administrators**") to manage, access, and use the account and any associated Content (as defined below), and to enable or remove Authorized Users. We may provide you with instructions on how to enable access to the Multi-Seat Account by the Authorized Users, which may include, without limitation, the provision of a private link to access our account creation portal for the Service. If you purchase a Subscription Plan for a Multi-Seat Account as a legal entity in connection with your business, you may assign seats to your employees or those of your affiliates, who will be considered your Authorized Users. In this case, seats on your Multi-Seat Account may only be used for activities related to your business or that of your affiliates. If an employee leaves your or your affiliate's organization, you must notify us with the account details associated with the relevant seat, and we will then disable that seat. Once disabled, it may be reassigned to a

new employee, provided that the new Authorized User completes the onboarding process and a new account is created. Any subscriptions acquired by Authorized Users outside the onboarding method we provide will not be considered part of your Multi-Seat Account and may incur separate billing. You agree that we are not responsible for the use of your Multi-Seat Account or the Service by your Authorized Users, and you are responsible for ensuring that they comply with the Terms. You are also solely responsible for implementing any measures you deem reasonably necessary to safeguard your proprietary or confidential information. We may monitor and enforce Subscription Plan limitations and restrictions, including, but not limited to, the right to charge for overages.

**4.4. Inactive Account.** We will consider your account as inactive if you have not accessed your account for 12 months and you do not have an active paid Subscription Plan. You are responsible for keeping your account active. We may delete or close your account if it becomes inactive.

**4.5. Device.** If you use or access the Service with any mobile phone, tablet, laptop, desktop computer or other device not owned by you, you must have the device owner's permission to do so. You will be responsible for complying with these Terms, whether or not you own the device.

## 5. Service License

**5.1. Service License.** Subject to your compliance with these Terms and your payment of any applicable Subscription Fee, we hereby grant you, for the purposes specified in the terms of your Subscription Plan, a limited, revocable, non-transferable, non-sublicensable, non-exclusive license to use the Service and to download and install a copy of the applicable App provided to you by us or on our behalf on a permitted device that you own or control. Except as expressly permitted by these Terms and the terms applicable to the mobile application store where we make the applicable App available (each, an "**App Marketplace**"), you cannot: (a) rent, lease, lend, sell, distribute, sublicense, or otherwise transfer or make available the Service; or (b) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, alter, mimic, adapt, translate, or create derivative works of the Service, any updates, content or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open source components included with the Service).

**5.2. Service Level.** This section applies to you only if you purchase a Subscription Plan. We will make reasonable efforts to provide the Service during the Subscription Period. In any event, we

do not guarantee the availability of the Service. You agree that the Service may be disrupted, unavailable, or inoperable, including due to (a) unforeseeable circumstances, or foreseeable circumstances that despite our reasonable measures to prevent are not within our ability to fully prevent (including, but not limited to, widespread internet disruptions, interruption of services by our service providers that was not caused by us, and malicious third-party acts), (b) emergency security measures, or (c) planned downtime (in this case, we will use reasonable efforts to inform you, for example, with a notice within the Service). We are not responsible for any disruption or loss that you may suffer as a result of any unavailability of the Service in accordance with this section.

**5.3. Trials and Betas.** We may offer optional access to features on a free, trial, beta, or early access basis (“**Trials and Betas**”) and we may perform other product validations techniques. Use of Trials and Betas is permitted only for your internal evaluation during the period set out in the Trials and Betas offer, as applicable. You acknowledge that Trials and Betas may be inoperable, incomplete or include features that are not released outside of Trials and Betas. We offer no warranty, indemnity, or support for Trials and Betas and any product validation techniques we may perform. We may, at our sole discretion, terminate your use of Trials and Betas or discontinue any Trial and Betas at any time for any reason.

## 6. Content

**6.1. Content.** The Service provides features that may allow you to upload, store, receive, create, modify, share, or publish textual, visual, audio or other content or files (collectively, the “**Content**”).

**6.2. Ownership of Content.** We do not claim any ownership rights to the Content. You or your licensors own and retain all right, title, and interest, including all intellectual property rights, in and to the Content.

**6.3. License to WeTransfer.** In order to allow us to operate, provide you with, and improve the Service and our technologies (and to develop new ones), we must obtain from you certain rights related to Content that is covered by intellectual property rights. You hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, transferable, sub-licensable license to use your Content for the purposes of operating, developing, commercializing, and improving the Service or new technologies or services, including to improve performance of machine learning models that enhance our content moderation process, in accordance with the [Privacy & Cookie Policy](#). Such license includes the right to reproduce, distribute, modify, prepare derivative works based upon,

broadcast, communicate to the public, publicly display, and perform Content. You will not be entitled to compensation for any use of Content by us under these Terms. The processing of personal data is always carried out in accordance with our [Privacy & Cookie Policy](#), which provides further details on the purposes and legal bases for such processing.

**6.4. License to Others.** You hereby grant other users a license to access, view, and use your Content, as enabled by one or more features of the Service.

**6.5. Your Responsibilities.** You are solely responsible for your Content, including, but not limited to, for how others interact with or use your Content, for determining how and with whom it is shared or published, and for regularly backing it up. You state that all your Content complies with these Terms and any applicable law, and that you have all the rights and authorizations necessary to grant the licenses in these Terms and to upload, store, receive, create, modify, share, publish or sell the Content on or through the Service. Some features may allow you to restrict access to your Content with a password, and you are responsible for the confidentiality and your sharing of such passwords and password-protected Content. Your Content will be available to you to export or download depending on your Subscription Plan and only during the period specified under the terms of the applicable feature or your Subscription Plan, after which we have no obligation to maintain, and we may delete your Content from the Service. We may also delete your Content if your account is inactive in accordance with section 4.4. This section does not affect section 12.

**6.6. Infringement of Third-Party Rights.** We respond to notices of alleged infringement of third-party rights that comply with and satisfy the requirements set out by applicable law, and we may, where appropriate, remove or disable access to allegedly infringing Content. For instructions on how to submit a notice of infringement or file a counter-notice, please consult the notice and take down policy on our Sites.

## 7. Prohibited Uses

**7.1. Prohibited Uses.** You agree that you will not, and will not permit any person accessing the Service using your account or device to do any of the following:

- a. Use the Service in any manner not permitted by these Terms;
- b. Use the Service for any purposes prohibited by the terms of your Subscription Plan or applicable laws, or in any manner that violates or infringes upon the rights of others;

- c. Import, submit, upload, publish, post, communicate, or transmit to others in any way whatsoever, any unlawful, fraudulent, deceptive, harmful, defamatory, inaccurate, abusive, offensive, threatening, hateful, violent, harassing, discriminatory or racist content; content containing explicit nudity, pornography, or sexually explicit material; graphic content depicting acts of cruelty, violence, assault, or harm towards humans or animals, including imagery of abuse, slaughter, or death; content promoting or facilitating illegal activities, such as drug use, terrorism, or human trafficking; content promoting or facilitating the sale or distribution of illegal or prohibited goods or services, including drugs, weapons, or similar items; content supporting terrorist organizations; content encouraging or promoting self-harm, suicide, or other harmful behaviors; misinformation; content that infringes or violates another person's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity); or content which otherwise violates our content guidelines or policies;
- d. Copy (except as expressly permitted by these Terms) or modify the Service;
- e. Frame, mirror, display or incorporate the Service or any portion into any other program, site, service or product;
- f. Use the Service in a manner that interferes with, degrades, or disrupts the integrity or performance of any of our networks, technologies, products or services;
- g. Use any data mining or similar automated or manual data extraction, gathering or scraping methods in connection with the Service;
- h. Circumvent, bypass, defeat, modify, tamper, or disable any content protection system, digital rights management, security feature or functionality in the Service;
- i. Use the Service to distribute unsolicited promotional or commercial content or other unwanted or mass solicitations or spam;
- j. Misuse any reporting, flagging, complaint, dispute, or appeals process, including by making groundless or frivolous submissions; or
- k. Allow or encourage others to do any of the foregoing.

**7.2. Content and Account Review.** We may use human and automated means to detect or receive reports of suspected violations of these Terms, our content guidelines or policies, and

applicable law. We may investigate any suspected violations. During such investigation, we may temporarily block access to your Content, review or screen the Content, or suspend your access to all or part of the Service. Following our investigation, we may take one or more of the following actions at our discretion: (a) remove or permanently disable access to some or all of your Content, (b) suspend or terminate your account (if any) and your access to any portion or all of the Service in accordance with section 14, and (c) disclose your Content, your registration information, or both to governmental or public authorities, law enforcement agencies, or third parties, where legally required or reasonably deemed necessary to comply with our legal obligations, protect our interests, or safeguard third parties. More information is available in our notice and takedown policy and content moderation policy published on our Sites.

## 8. Subscription Plan and Automatic Renewals; Fees and Payments

8.1. **Subscription Plan.** One or more features of the Service may require a subscription plan (“**Subscription Plan**”) which may automatically renew. The license period for the applicable Subscription Plan (“**Subscription Period**”) may vary, for example, with weekly, monthly or annual terms as specified at checkout when you purchase your Subscription Plan or in your Order Form. Each Subscription Plan may have one or more eligibility requirements and authorized uses as set out in [Pricing](#). **Upon expiration of the Subscription Period, your Subscription Plan will automatically renew for recurring Subscription Periods of the same duration**, unless the Subscription Plan is canceled or not renewed in accordance with these Terms. **If you purchase a Subscription Plan other than through an Order Form, (a) you authorize us to charge the applicable Subscription Fee to your designated payment method for your initial Subscription Period and automatically upon each renewal with no further action required by you**, and (b) you must keep your payment method up to date in your account settings or by contacting us via our [Help Center](#).

8.2. **Non-Renewal.** **If you purchase your Subscription Plan through one of the Sites, you can manage and cancel your subscription and any automatic renewals at any time from your account settings. If you purchase your Subscription Plan through an App, you can cancel your subscription and automatic renewals at any time in your account settings with the App Marketplace according to the policies of each App Marketplace. Uninstalling an App will not result in the cancellation of your subscription. If you purchase your**

**Subscription Plan through an Order Form, you can cancel your subscription and any automatic renewals by providing written notice of termination to the contacts specified in your Order Form, at least one month before the end of the then-current Subscription Period.** We may elect to not renew a Subscription Plan by providing notice to you before the end of the then-current Subscription Period. If you have begun a Subscription Period and you then decide to cancel your subscription during such period, you will not receive a refund for the fees you already paid for such Subscription Period, and you will continue to be able to use the Service for which you subscribed until the end of such Subscription Period. The expiration of the Subscription Plan due to any non-renewal will be effective as of the end of the then-current Subscription Period. Unused add-ons, features, seats, or any other items of your Subscription Plan will not be reimbursed and do not rollover to any subsequent Subscription Period or renewal term, if applicable. You can downgrade your Subscription Plan or reduce your add-ons, features, or seats in your account, but such downgrades will not become effective until the end of your current Subscription Period, and you will not receive a refund or credit for such downgrade or reductions. Downgrading your Subscription Plan may cause loss of features, seats, data, or functionality of the Service available to you, and we will not be responsible for any such loss.

**8.3. Fees.** You agree to pay all fees, including the then-current subscription fee applicable to your Subscription Plan (“**Subscription Fee**”), and any applicable VAT or other taxes for the use of the Service in the manner, currency, and on the dates specified at checkout when you purchase your Subscription Plan or in your Order Form with us, if applicable, and upon the renewal of your Subscription Plan. If you have a Multi-Seat Account, you agree that you will be charged for each seat that is enabled in your account at the price per seat shown at checkout when you purchase your Subscription Plan or in your Order Form. If additional seats are added to your Multi-Seat Account after your Subscription Period has started, you will be charged a pro-rated amount based on the remaining days of the then-current Subscription Period and, on the following Subscription Period, such additional seats will be charged in full. If seats are removed from your Multi-Seat Account after your Subscription Period has started, you will not receive any refunds for the then-current Subscription Period, but no charges will apply for the removed seats in the following Subscription Period. You further agree that we may charge a fee for each Digital Purchase (as defined below), subject to any additional rules or terms governing Paid Transfers (as defined below).

**8.4. Fees and Payment Terms Changes.** We may update or change our fees (including, but not limited to, any Subscription Fee) and payment terms from time to time to reflect circumstances



such as changes to the Service (including the addition of new features), changes in our business, changes in legal, regulatory, or contractual requirements, changes to the economic environment we operate in, or other justifiable or business reasons. In such cases, we will notify you in advance via email or a pop-up or push notification within the Service. Changes to fees will not apply retroactively and changes to Subscription Fee will become effective upon the renewal of your Subscription Plan. If you are a consumer resident in the European Economic Area and do not agree with the new fees or payment terms, you will have the statutory right to cancel your Subscription Plan and withdraw from these Terms free of charge before the new fees or payment terms become effective by following the instructions on section 8.2 above. We may offer and discontinue free trials, promotional subscription fees, or other offers at any time at our sole discretion, including on the basis of automated decision-making. Upon expiration of such offers, you will be charged the applicable Subscription Fee (if any).

**8.5. Taxes.** All fees are exclusive of any applicable VAT or other taxes, unless otherwise specified by us. We will charge any applicable taxes in connection with the Service or any fees under these Terms as required by law. You may not withhold any taxes or charges or set off any amounts due to us. We reserve the right to withhold the payment of any amounts owed to you under these Terms and dispose of them as required by law, in each case as determined by us, or to seek later payment from you of any amounts on taxes uncollected and unremitted.

**8.6. Late or Non-Payment.** If we do not receive your payment of the applicable Subscription Fee or other fees, we may, at our discretion, take one or more of the following actions: (a) revoke any credit terms or other payment accommodation which might have been previously afforded to you, (b) accelerate your entire account balance, (c) suspend or terminate your access to your account and to any portion or all of the Service in accordance with section 14, or (d) downgrade your Subscription Plan and charge you the Subscription Fee applicable to the downgraded Subscription Plan (if any), without any responsibility for any loss of features, data, or functionality of the Service caused by such downgrading. If your payment of outstanding Subscription Fee or other fees fails as a result of insufficient funds in or other issues with your designated payment method, we may seek to recover the outstanding amount by, at our discretion, continuing to attempt to charge the outstanding amount to the same designated payment method, or dividing the outstanding amount into one or more smaller amounts and charging such smaller amounts to the same designated payment method, in which case we will use reasonable efforts to notify you.



8.7. **No Refunds.** Except as otherwise expressly stated in these Terms, all fees and taxes are non-refundable.

8.8. **Credit Card Payment Fee.** Payments with credit cards may be subject to an additional processing fee as specified in [Pricing](#) or at checkout.

## 9. Our Intellectual Property Rights

9.1. **Ownership.** We or our licensors retain and exclusively own all rights, title and interest in and to the Service and its content, including all intellectual proprietary rights, whether registered or not, which include, but are not limited to, copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights in and to the Service. We reserve all rights not expressly granted to you under these Terms.

9.2. **Feedback.** If you provide feedback, comments or suggestions for improvements related to the Service ("**Feedback**"), you state that you (a) have the right to disclose the Feedback, (b) the Feedback does not violate third-party rights, and (c) the Feedback does not contain the confidential or proprietary information of any third party. You (i) acknowledge that we may have something similar to the Feedback already under consideration or in development, and (ii) assign to us your entire right, title, and interest (including any intellectual property rights) in and to Feedback. To the extent that any right, title, or interest cannot be assigned under applicable law, you hereby grant us an irrevocable, exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works from, publish, distribute and sublicense the Feedback without any compensation, and waive any right, title or interest and consent to any action by us, our service providers, successors, and assigns that would violate such right, title, or interest in the absence of such consent. You agree to execute any documents necessary to effect the assignment, waivers, or consents described in this section.

## 10. Promotional Activities

Sweepstakes, contests, raffles, surveys, games, or similar promotions that you enter on the Service or in connection with the Service (each, a "**Promotion**") may be subject to official rules or conditions that are supplemental to these Terms, and which may provide eligibility

requirements, entry instructions, deadlines, prize information and restrictions. If you wish to participate in a Promotion, please refer to the applicable official rules or conditions. If a Promotion's official rules or conditions conflict with these Terms, the provisions contained in the official rules or conditions govern and control the relevant Promotion.

## 11. Third-Party Materials and Services; Advertising

**11.1. Third-Party Materials and Services.** The Service may display, include or make available content and information from third parties, including Content (collectively, "**Third-Party Materials**"). The Service may also enable access to Digital Purchases, third-party services, software, and websites (collectively, "**Third-Party Services**") or provide links to certain Third-Party Services or Third-Party Materials. You understand that by using the Service, you may encounter content, including Third-Party Services and Third-Party Materials, that may be deemed inaccurate, offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search may automatically and unintentionally generate links or references to objectionable material. By using the Service, you further acknowledge and agree that we are not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, merchantability, fitness for a particular purpose or any other aspect of such Third-Party Services or Third-Party Materials. We do not warrant or endorse and do not assume and will not have any responsibility for any Third-Party Services or Third-Party Materials. Such Third-Party Services and Third-Party Materials are provided solely as a convenience to you. You agree to use the Service and any Third-Party Services or Third-Party Materials at your sole risk. In addition, Third-Party Services and Third-Party Materials that may be accessed from, displayed on or linked from your device may not be available in all languages, in all countries, or in all operating systems. We make no representations that such Third-Party Services and Third-Party Materials are appropriate or available in any particular location. We do not endorse any Third-Party Services or Third-Party Materials, regardless of any advertising of such services or materials on the Service. To the extent you choose to access or use such Third-Party Services or Third-Party Materials, you do so at your own initiative and are responsible for compliance with any applicable laws. We, and our providers and licensors, reserve the right to change, suspend, remove, limit, or disable access to any Third-Party Services or Third-Party Materials at any time to offer new or different features, technologies, or services, to repair, improve or further develop the Service, to comply with legal, regulatory or contractual requirements, in response to exceptional or unforeseen circumstances,

or for other justifiable or business reasons. In such cases, if reasonably necessary or if required under applicable law, we will notify you via email or a pop-up or push notification within the Service. If you are a consumer resident in the European Economic Area and any such update, change, suspension or discontinuation of the Service (or any part, content or feature) would reasonably be expected to have a significant adverse impact on your access or use of the Service, we will notify you in advance and you will be entitled to withdraw from these Terms free of charge during the notice period. We will not be liable for the limitation, removal of, or disabling of access to any such services or materials in accordance with these Terms. You acknowledge and agree to comply with applicable third-party terms, conditions, and policies related to the use of the Service, Third-Party Services and Third-Party Materials. This section does not affect section 12.

**11.2. Advertisement.** The Service may contain advertisements. In consideration for your access and use of the Service, you agree that we, our affiliates, and our third-party partners may place advertising on the Service.

## 12. Disclaimer of Warranties and Limitation of Liability

**12.1. Disclaimer of Warranties.** You expressly acknowledge and agree that your use of the Service is at your sole risk. To the maximum extent permitted by law, we disclaim all warranties and conditions of merchantability, of satisfactory quality, and of fitness for a particular purpose. We cannot warrant against interference with your enjoyment of the Service, that the functions contained in, or services performed or provided by, the Service will meet your requirements, or that the operation of the Service will be constantly available, uninterrupted, secure, or error-free. No oral or written information or advice given by us or our authorized representatives will create a warranty. Some jurisdictions do not allow for the exclusion of implied warranties, so the above exclusions may not apply to you (for example, this section does not affect the legal protections, including the statutory warranties, granted to consumers under the law of the European Union). If you have questions or complaints in connection with this section, we encourage you to contact us by visiting our [Help Center](#). This section does not affect section 12.2.

**12.2. Limitation of Liability.** To the maximum extent permitted under applicable law, we (and our affiliates, parent companies, officers, agents, employees, partners, licensors, contractors, permitted successors and permitted assigns) will not be liable for any moral, indirect or consequential damages whatsoever, including, without limitation, damages for

loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the Service, unless such damages are caused by our breach of these Terms. In no event shall our (and our affiliates, parent companies, officers, agents, employees, partners, licensors, contractors, permitted successors and permitted assigns) total liability to you for all damages (other than as may be required by applicable law) exceed the greater of the amounts you have paid to us in the 12-month period prior to the event giving rise to the liability or one hundred U.S. dollars (USD 100). This amount represents our total aggregate liability to you for all claims arising out of or in connection with your use of the Service, including under or in relation to the Data Processing Agreement. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. The limitations of damages set forth above are fundamental elements of the basis of the bargain between you and us. These Terms do not limit our liability for death, personal injury, fraud, or gross negligence. The above limitations or exclusions do not affect your statutory consumer rights in your applicable jurisdiction, including the remedies available to consumers for lack of conformity.

## 13. Indemnification

You will defend, indemnify and hold us, our affiliates, our and our affiliates' directors, officers, agents, employees, partners, licensors, contractors, permitted successors and permitted assigns (each of the foregoing, an "**Indemnitee**") harmless from all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including, but not limited to, professional fees and reasonable attorneys' fees incurred by one or more Indemnitees, to the extent directly or indirectly arising out of or resulting from one or more of the following: (a) your or your Authorized Users access to or use of the Service; (b) your or your Authorized Users' Feedback; (c) any breach of these Terms by you, your Authorized Users, or any person accessing the Service using your account or device; (d) your or your Authorized Users' violation, misappropriation, or infringement of any rights of another (including intellectual property rights or privacy rights); (e) your or your Authorized Users' violation of any applicable law or regulation; or (f) your or your Authorized Users' conduct in connection with the Service. You will promptly notify us of any third-party claims subject to indemnification. You agree that we will have the right to control the defense, negotiation, and settlement of any claim subject to indemnification by you and that you will fully cooperate with us in the defense, negotiation, or settlement of any such claim, and that we will have the right to

select counsel handling such defense, negotiation or settlement in our sole discretion. This section does not affect any other indemnities set out in a separate written agreement between you and us or the other Indemnitees.

## 14. Suspension; Termination

**14.1. Suspension.** We may suspend without prior notice your access or your account (if any) and any portion or all of the Service for any reason, including if, in our sole judgment, we determine: (a) there is a threat or attack on any of our services or systems, or any data stored thereon; (b) your use of the Service disrupts or poses a security risk to us or any of our customers or vendors; (c) you are using the Service for purposes of engaging in, or your account is being used to engage in, fraudulent or illegal activities; (d) our provision of the Service to you is prohibited by applicable law; (e) you fail to comply with one or more provisions of these Terms, or we suspect that you are in violation of, or reasonably likely to be in violation of, one or more provisions of these Terms; or (f) any of our licensors or vendors restricts, suspends, or terminates our access to one or more Third-Party Service or Third-Party Materials that are required for the provision of or access to the Service. We will not be liable to you or any third party for any such suspension. This section does not affect your payment obligations under section 8.3.

**14.2. Termination by You.** These Terms are effective until you perform each of the following: (a) stop using the Service, (b) uninstall and delete any copies of any Apps or software included in the Service in your possession, (c) cancel all active Subscription Plans in accordance with these Terms, and (d) cancel your account, if you have one. Your termination of these Terms or cancellation of your account does not relieve you from your payment of any outstanding Subscription Fee or other fees.

**14.3. Termination by Us.** We may terminate these Terms or your right to access or use the Service at any time (a) for any reason by providing you with prior notice, and (b) without notice where we reasonably consider that you have failed to comply with these Terms or applicable law, or we are unable to continue to provide the Service, including due to technical or business reasons.

**14.4. Effect of Termination and Survival.** Upon expiration, termination, or cancellation of these Terms for any reason, (a) you must stop using the Service and uninstall and delete all copies of any Apps or software included with the Service in your possession, and (b) all rights granted to you under these Terms, including all licenses, will immediately terminate. The provisions of these

Terms that are by their nature intended to survive termination or expiration of these Terms will so survive.

**14.5. Withdrawal and Termination Rights.** If you are a consumer resident in the European Economic Area or the United Kingdom, you may exercise your statutory right of withdrawal within 14 days of purchasing or upgrading a Subscription Plan. If your Subscription Plan is automatically renewed, you may also terminate your Subscription Plan with a prior notice of one month, and you may request a reimbursement of the pro-rated amount of the Subscription Fee for the remainder of your Subscription Period after termination is effective. If you have purchased your subscription through an App, you can exercise your right of withdrawal or your right of termination through your account settings with the App Marketplace, according to the policies of each App Marketplace. If you have purchased your Subscription Plan through the Site, you can exercise your right of withdrawal or your right of termination and request reimbursement by contacting us via our [Help Center](#).

## 15. Governing Law and Jurisdiction

**15.1. Governing Law.** The laws of the Netherlands will govern these Terms and your use of the Service, excluding any conflict of law provisions. If you are a consumer resident in the European Union, these Terms will not affect the mandatory laws and statutory consumer rights of your country of residence.

**15.2. Jurisdiction.** Any controversy or claim in relation to the application or interpretation of these Terms and arising out of your use of the Service will be submitted to the exclusive jurisdiction of the Court of Amsterdam, the Netherlands. If you are a consumer resident or domiciled in the European Union, you may submit your claim to the court of your place of residence or domicile.

## 16. General

**16.1. Assignment.** You will not assign, subcontract, delegate, or otherwise transfer these Terms, or your rights and obligations under these Terms, without obtaining the prior written consent of one of our authorized representatives, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be void. We may assign these Terms or any right set out in these Terms, in whole or in part, without your consent, to any person or entity at any time,

on condition that the assignment does not diminish the protection of your rights. These Terms will be binding upon the parties and their respective successors and permitted assigns.

16.2. **Severability.** If any provision or part of these Terms is found to be unlawful, void or for any reason unenforceable, that provision, or the affected part thereof, will be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of these Terms as possible. Any unaffected provision of these Terms will remain in full force and effect.

16.3. **No Waiver.** Any failure by us to exercise or enforce any of our rights under these Terms does not waive our right to enforce such rights. Any waiver of such rights will only be effective if it is in writing and signed by one of our authorized representatives. The rights and remedies under these Terms are cumulative and are in addition to and not in substitution of any other rights and remedies available at law.

16.4. **No Third-Party Beneficiaries.** Except as expressly provided in sections 9 (**Our Intellectual Property Rights**), 11 (**Third-Party Materials and Services; Advertising**), 13 (**Indemnification**), 16 (**General**), and 18 (**Additional Terms for App Marketplaces**), there are no third-party beneficiaries to these Terms other than each of our affiliates.

16.5. **Publicity.** If you have purchased a Subscription Plan through an Order Form, you hereby grant us a non-exclusive, worldwide, royalty-free license to use your name and logos solely to identify you as a WeTransfer customer on our Sites and in marketing and communications materials. We will use reasonable efforts to cease use and remove your name and logos from our Sites and our marketing and communication materials following the termination of your Subscription Plan, except where such removal is not reasonably possible.

## 17. Paid Transfers

The Service may include functionality ("**Paid Transfers**") that enables our users to request and collect payments ("**Sellers**") to allow other users to access or download Content ("**Buyers**").

### 17.1. Additional Terms for Sellers

If you are a Seller, the following terms apply to you in addition to the Terms.

17.1.1. **Limited Use.** You may use Paid Transfers only for the purpose of facilitating the payment transaction between you and Buyers who purchase a Paid Transfer (“**Digital Purchase**”) of your Content in accordance with these Terms. You may not use Paid Transfers to offer anything other than Content.

17.1.2. **Digital Purchase.** You are responsible for offering and setting the price and any additional terms and conditions for Digital Purchases for your Content. You are also solely responsible for complying with any applicable laws related to Digital Purchases and for resolving any disputes with Buyers. You acknowledge and agree that each Digital Purchase is a transaction solely between you and the Buyer, and that we are not a party to it.

17.1.3. **Processing Payments.** We have no responsibility for any Digital Purchases, and we have no liability to you or the Buyer for any payment or billing error, failure, or fraud for Digital Purchases. We may employ one or more third-party payment processing service providers for Paid Transfers (“**Third-Party Payment Processing Service**”), and we may monitor and review payment transactions through Paid Transfers. You may be required to create and maintain an account with the Third-Party Payment Processing Service associated with your account within the Service to use Paid Transfers. You must agree and comply with the terms and conditions of the Third-Party Payment Processing Service. A transaction fee may apply to each Digital Purchase processed through the Third-Party Payment Processing Service. You agree that you are solely responsible for paying this fee. We do not collect or have access to credit card information used to make Digital Purchases.

17.1.4. **Taxes and Refunds.** You are responsible for calculating, collecting, reporting, and remitting applicable taxes for the Digital Purchases you offer. You are also solely responsible for handling refunds and addressing any requests related to Digital Purchases that you offer. If we receive refund requests or other inquiries from Buyers regarding your Digital Purchase offerings, we may forward these requests to you and inform Buyers that all questions or complaints must be directed to the Seller. You must resolve such matters in compliance with applicable law and any agreements you have with Buyers, your bank, card or payment networks, or other parties you engage for transaction payment processing. You further agree to cooperate and provide any information reasonably requested by us to address chargebacks or respond to communications received from such parties or governmental authorities regarding transaction payments in connection with your Digital Purchase offerings.

## 17.2. Additional Terms for Buyers



If you are a Buyer, the following terms apply to you in addition to the Terms.

**17.2.1. Digital Purchases.** By making a Digital Purchase, you agree to comply with these Terms, as well as any additional terms set by the Seller from whom you are purchasing Content. When you make a Digital Purchase, whether as a single purchase or as part of a subscription, you enter into a direct transaction with the Seller. We are not the merchant of record and we do not process or manage payments on behalf of the Seller. You are responsible for reviewing and agreeing to any additional specific terms and conditions related to the Digital Purchase set by the Seller before completing the transaction.

**17.2.2. Pricing and Delivery.** The price of Digital Purchases is determined by the Seller. Once a Digital Purchase is completed, you will be granted access to the purchased Content in accordance with the terms set by the Seller.

**17.2.3. Refunds and Support.** All refunds, disputes, or complaints regarding Digital Purchases must be directed to the Seller from whom you purchased the Content. We do not process refunds, handle chargebacks, or mediate disputes related to Digital Purchases. If you have concerns about your Digital Purchase, you must contact the Seller directly.

**17.2.4. Taxes.** Any applicable taxes on Digital Purchases are determined and collected by the Seller. You are responsible for reviewing any tax charges applied at the time of purchase.

**17.2.5. Payment Processing.** Payments for Digital Purchases are handled through the Third-Party Payment Processing Service. By proceeding with a Digital Purchase, you authorize the Third-Party Payment Processing Service to charge your selected payment method for the transaction amount, including applicable taxes. When making a Digital Purchase, we do not store or have access to your payment details, including credit card information. We may employ, and we may monitor and review payment transactions through Digital Purchases. You must agree to and comply with the terms and conditions of the Third-Party Payment Processing Service.

**17.2.6. No Liability for Digital Purchases.** We are not responsible for the Content, pricing, availability, delivery or fulfillment of Digital Purchases. All issues related to the access, quality, or functionality of purchased Content must be resolved directly with the Seller. By making a Digital Purchase, you agree that we are not responsible for any claims, losses, or damages arising from or related to your transaction with the Seller.

## 17.3. Additional Terms for EU Sellers

**17.3.1. P2B Regulation.** This section 17.3 (the “**Additional Terms for EU Sellers**”) is provided in accordance with the Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019 on Promoting Fairness and Transparency for Business Users of Online Intermediation Services (“**P2B Regulation**”). If (1) you are a Seller, (2) your place of establishment or residence is in the European Union, and (3) you offer Content to consumers located in the EU through the Service as part of your business activity, you are deemed a “Business User” (as this term is defined in the P2B Regulation) and the Additional Terms for EU Sellers are in addition to the Terms and apply to you, in accordance with the P2B Regulation. If this section 17.3 conflicts with the other provisions of the Terms, this section will prevail.

**17.3.2. Access to Information and Data.** A Business User has access to and control over its Content and data in accordance with the Terms. We have access to and retain (including following the termination of the Terms) the data collected through the Service, including personal data and any other data provided by WeTransfer’s users, Buyers, and Sellers, including Business Users in accordance with our [Privacy & Cookie Policy](#) and, where applicable, the Data Processing Agreement. Business Users and consumers have access to the data generated by their use of the Service as further described in the [Privacy & Cookie Policy](#). A Business User cannot access any data generated by other Business Users in their use of the Service. The data generated on the Service by Business Users and consumers can be provided to third parties that support us in the provision of the Service and in the processing activities described in the [Privacy & Cookie Policy](#).

**17.3.3. Internal Complaint-Handling System.** If a Business User has a complaint regarding any of the following issues, such Business User may lodge it through [EU P2B Complaints](#), free of charge, and the complaint will be handled within a reasonable time frame:

- a. alleged non-compliance by us with any obligations laid down in the P2B Regulation which affects the Business User lodging the complaint;
- b. technological issues which relate directly to the provision of the Service, and which affect the Business User lodging the complaint;
- c. measures taken by us, or our behavior, which relate directly to the provision of the Service, and which affect the Business User lodging the complaint.

**17.3.4. Mediation.** If a Business User is not satisfied with the outcome of a complaint or does not want to make use of our internal complaint-handling system, the Business User may initiate a mediation process with one of the mediators listed in [EU P2B Complaints](#).

17.3.5. **Changes.** We may update the Terms from time to time as we remove or release new features, technologies, or services, or to comply with legal, regulatory, or contractual requirements, in response to exceptional or unforeseen circumstances, or for other justifiable or business reasons. In such cases, we will provide the Business User with reasonable notice, with a minimum notice period of 15 days. During this notice period, the Business User may terminate its Subscription Plan due to the proposed changes. The proposed changes to the Terms will not take effect until the notice period has expired. This 15-day notice period does not apply if (i) we change the Terms on the basis of a legal or regulatory obligation, or in order to address an unforeseen and imminent danger relating to defending WeTransfer's business, or (ii) the Business User waives the notice period, either explicitly or implicitly by continuing to use Paid Transfers during the notice period. In such a scenario, the amended Terms will take effect immediately after notification and publication. We will not impose any retroactive changes to the Terms, except when the changes are required to comply with a legal or regulatory obligation or when the retroactive changes are beneficial to the Business User.

## 18. Additional Terms for App Marketplaces

When you access, purchase, or download our App from the Apple App Store, you acknowledge and agree that:

- These Terms are concluded between you and WeTransfer, and not with Apple Inc. or its subsidiaries (collectively, "**Apple**"), and as between WeTransfer and Apple, WeTransfer is solely responsible for the App and the content thereof.
- You may only use the App on an Apple-branded product that you own or control and as permitted by the Usage Rules set forth in the terms and guidelines that govern your use of the Apple App Store (including the Apple Media Services Terms and Conditions), except that the App may be accessed and used by other accounts associated with your account from which you made your purchase via Family Sharing or volume purchasing.
- Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you where applicable. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities,

damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of WeTransfer.

- Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation.
- In the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, as between Apple and WeTransfer, WeTransfer will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You must comply with applicable third-party terms of agreement when using the App.
- Apple is a third-party beneficiary of these Terms, and Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.