



Terms of Service

To make sure we know exactly what to expect from each other, WeTransfer has written down under which conditions it offers its service. By using the website or file transfer service you agree to be bound by these terms of service, the notice and take down policy and privacy policy (in legal speak) below.

Version: June 9th, 2011

The Terms of Service and underlying NTD Policy and Privacy Policy ("Terms") are a legal document between you ("You"), the user of our file transfer service ("Service") provided through the website WeTransfer.com ("Website"), and WeTransfer B.V. ("WeTransfer"), owner and rights holder of the Website and provider of the Service. We recommend You to read these documents carefully. Words spelled with a capital letter have a specified description.

By accessing or using any part of the Website or Service You agree to be bound by the [Terms](#), including the [NTD Policy](#) and [Privacy Policy](#) that form an integral part of the Terms. For your convenience WeTransfer stores a cookie that remembers your agreement to the Terms for the period of one year.

Note that WeTransfer may revise these [Terms](#) from time to time. Each revised version shall be dated and posted on the Website. WeTransfer recommends that You review the Website from time to time and take note of any changes. If You do not agree with the Terms, including the [NTD Policy](#) and [Privacy Policy](#), You should not or no longer access or use the Website and/or Service. Any future or continued use of the Website and/or Service is governed by the Terms, including the NTD Policy and Privacy Policy.

Service

WeTransfer provides You with the infrastructure and facilities to send up to 2 gigabytes of data or an unlimited number of digital files ("File" or "Files") to others and/or themselves over the internet via our Website. Our basic Service is completely free from registration and charge thanks to the full-page wallpaper ads from our selected advertisers on the background of the Website. Special features and functionalities are available at a charge, such as [WeTransfer Channels](#).

WeTransfer transfers all kinds of Files. All File transfers between You and the designated recipient(s) ("Recipient" or "Recipients") are treated confidentially. WeTransfer does not check, open or view the type or content of Files being sent, nor does it offer a search function, catalogue or listing to find Files that are available for transfer. Uploaded Files are stored on WeTransfer's servers for a period of 2 weeks/14 days or, if transferred through WeTransfer Channels, for a period of 4 weeks/28 days. After this period Files are permanently deleted to make room for new transfers. Each File can be sent to up to 20 email addresses per transfer, though each email is sent separately to each individual Recipient. Once You have uploaded the preferred File, both You and the Recipient receive a confirmation email, with information and instructions on how to download the File.

Notification email

WeTransfer uses two kinds of notification emails. If You have sent a File through the Service and have provided your own email address, You will receive a notification email on this address. This notification email contains:

- the date that the File will be deleted, in other words the period in which the File is available for You to download (as many times as You wish);
- in the event that You have made use of the opportunity: your personalised message;
- the email addresses of the Recipients;
- the name, extension and size of the File;
- a button to directly resend the File again;
- a download button and direct link to download a copy of the File yourself.

If You are the Recipient of a File sent through our Service, You will receive a notification email from WeTransfer. This email contains:

- a download button and link that lead to the location within the Website where you can directly and securely download the File;
- in the event that the sender of the File has made use of the opportunity: a personal message;
- the email address of the person or organisation that has sent You the File;
- the name, extension and size of the File;
- the date that the File will be deleted, in other words the period in which the File is available for You to download (as many times as You wish).

Only after complete and successful download of a File sent to You through our Service is, can it be opened or saved. The sender of the File will receive a confirmation email if a File has been downloaded successfully.

File transfer

WeTransfer provides the technically necessary facilities to transfer your File. WeTransfer does not claim any ownership of the Files You transfer through our Service. You are fully and solely responsible for the Files You wish to transfer through our Service. By using our Service You acknowledge and agree that WeTransfer is not responsible for any failure of the Service to store, transfer or delete a File or for the corruption or loss of any data, information or content contained in a File. By using our Service You acknowledge and agree that You have the permission to grant WeTransfer the non-exclusive, worldwide, royalty free right (license), including the right for WeTransfer to sublicense this right to third parties, to store and transfer Your File as part of our Service.

Ads and links

The advertisements, including photography, graphic design, typography, portraits and logos, as well as trade marks, service marks and trade names are the intellectual property of their rights holders, such as the advertisers and/or third parties. You are not allowed to copy, reproduce, make available online to the public, sell or reuse the advertisements or part of the advertisements in any way without the permission of the rights holder. WeTransfer is not responsible or liable for (i) the contents of advertisements, (ii) in-ad links to advertisers or third party websites or (iii) the contents, products or services offered on advertisers or third party websites. You accept that all use outside the Website is at your own risk.

Not allowed

WeTransfer respects your rights and demands that You respect those of WeTransfer, its advertisers and third parties. This includes privacy and intellectual property rights, such as trademarks, service marks, trade names and logos. You are not allowed to use our Service to infringe on any rights, including privacy or intellectual property rights or to promote, enable or facilitate others to infringe on any rights.

As a condition to make use of the Service You agree not to transfer any Files that:

- feature child pornography;
- promote racism, violence or hatred;
- are false or misleading;
- You don't have the right to copy and/or transfer;
- infringe on intellectual property rights;
- violates privacy rights, including data protection rights;
- infringe on or violate any applicable law or regulation.

In addition, You agree not to:

- impersonate or pretend affiliation with any person or entity;
- access any non-public area's of our Website or Service;
- send viruses, worms, malware, junk mail, spam, chain letters, phishing mails, unsolicited promotions or advertisements of any kind and for any purpose;
- attempt to probe, scan, compromise or test the vulnerability of the Website or Service or any related system or network or breach any security or authentication.

WeTransfer reserves the right to investigate and/or remove, without warning, any Files from its servers or block You from accessing the Website or Service, when WeTransfer finds, at their own discretion, or receives substantiated and valid complaints, that You violate these [Terms](#) including the [Privacy](#) and/or [NTD Policy](#)) or act in violation of any applicable law or regulation. WeTransfer reserves the right to disclose Files in so far necessary (i) to defend itself in legal proceedings (ii) to follow a court order, (iii) to abide by any law, regulation or governmental request, (iv) to safeguard national security, defence, public security or public health and v) to uphold our Terms.

Disclaimer

WeTransfer provides its Service "AS-IS," without warranty of any kind. Without limiting the foregoing, WeTransfer explicitly disclaims any warranties of merchantability, fitness for a particular purpose and non-infringement. WeTransfer makes no warranty that the Service is available on an uninterrupted, secure or error-free basis. Your use of the Service is at your own risk. You acknowledge and agree that WeTransfer is not responsible for any damages to your computer system or the computer system of any third party that result from use of the Service.

Indemnity and Liability

You will defend, indemnify and hold harmless WeTransfer, including its employees and affiliates, from and against any claims, liabilities, damages, losses and expenses, including reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Service or your violation of these Terms, including any third party claims that Files submitted to the Service by You infringe or violate any third party rights. However, this limitation of liability does not intend to exclude the liability of WeTransfer.com for the intentional and/or deliberate recklessness of WeTransfer.com themselves ("their own acts") and or the management of WeTransfer.com.

In no event will WeTransfer be liable to You or to any third party for any damages arising out of use of the Website or Service, whether based on warranty, contract, tort (including negligence) or any other legal theory and whether or not WeTransfer has been informed of the possibility of such damage, even if any limited remedy is found to have failed its essential purpose. WeTransfer.com will not accept any liability for damage as a result of an attributable failure in the performance of the agreement to provide the Service or pursuant to an unlawful act or whatever other reason, including, but not limited to any incidental, special, consequential damage resulting from or in connection with the use of the Service and/or the impossibility of using it insofar as this is allowed under mandatory law. In the event WeTransfer.com is liable for damage under mandatory law, WeTransfer's aggregate liability to you for any and all claims arising out of or in connection with the use of the Service will in no event exceed one hundred euro (€100) per incident.

Controlling Law and Jurisdiction

These rights and obligations arising out of or in connection to these Terms shall be construed, governed, interpreted and enforced according to the laws of the Netherlands. The exclusive jurisdiction and venue of any action with respect to any subject matter relating to these Terms will be the courts located in Amsterdam, the Netherlands, unless stipulated otherwise by mandatory Dutch or international laws. You waive any objection to jurisdiction and venue in the courts of the Netherlands.

Varia

These Terms supersede any and all prior oral and written quotations, communications, agreements and understandings between You and WeTransfer. These Terms shall apply in preference to and supersede any and all Terms of any use or kind by You. In the occasion that these Terms shall become party invalid, You and WeTransfer remain bound to the remainder.

Questions?

For questions about these Terms, please contact WeTransfer at legal@wetransfer.com. We speak English and Dutch.