Terms of Service

Last Updated: January 17, 2024

WeTransfer offers tools to move ideas, such as:

- a service to share files ("WeTransfer File Sharing");
- a free (online) magazine ("WePresent"); and
- additional features and functionalities, amongst others to present and discuss your files ("Portals and Reviews").

Your use of and access to our services, software, website(s) (located at www.wetransfer.com (including browser extensions)), and/or applications ("Services") are governed by these Terms of service ("Terms").

The Services may be provided to you online, in the form of a mobile, desktop application(s) and may be integrated in a third-party service.

The Services allow you to upload, submit, store, share, receive, collect, capture, visualize and request feedback of your ideas, designs, texts, graphics, videos, data, information, files, presentation decks or other content, including permitted and authorized third party content used by you ("Content"). You retain all rights in- and responsibility and liability for all Content. WeTransfer does not claim ownership of your Content.

The Services are provided to you as the user of the Services by WeTransfer B.V. ("WeTransfer", "We, "us", or "our"), with its main office at Willem Fenengastraat 19, 1096 BL Amsterdam, the Netherlands, registered at the Dutch Chamber of Commerce under 34380998.

BY ACCESSING OR USING THE SERVICES IN ANY WAY, ACCEPTING THESE TERMS BY CLICKING ON THE "I ACCEPT" BUTTON, COMPLETING THE ACCOUNT REGISTRATION PROCESS, BROWSING THE WEBSITE DOWNLOADING MOBILE AND/OR DESKTOP APPLICATION(S), YOU REPRESENT THAT: (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS; (2) YOU ARE AT LEAST SIXTEEN (16) YEARS OLD; (3) YOU ARE NOT BARRED FROM USING THE SERVICES UNDER THE LAWS OF THE UNITED STATES, THE NETHERLANDS, YOUR PLACE OF RESIDENCE OR ANY OTHER APPLICABLE JURISDICTION; AND (4) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS PERSONALLY OR, IF YOU ARE ACCESSING OR USING THE SERVICE ON BEHALF OF AN ENTITY, ON BEHALF OF THE ENTITY IDENTIFIED IN THE ACCOUNT REGISTRATION PROCESS. IF THE INDIVIDUAL ENTERING INTO THESE TERMS IS DOING SO ON BEHALF OF AN ENTITY, ALL REFERENCES TO "YOU" OR "YOUR" IN THESE TERMS WILL ALSO BE DEEMED TO REFER TO SUCH ENTITY. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

FOR ALL OF OUR US USERS: UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT (AS DEFINED IN CLAUSE 17) WITHIN 30 DAYS IN ACCORDANCE WITH CLAUSE 17.10 (30-DAY RIGHT TO OPT OUT): (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

1. Applicability

- 1.1. You are only allowed to use the Services when aged 16 or older.
- 1.2. Please read the Terms and the Notice and Take Down Policy ("NTD Policy") carefully. To the use of personal data and cookies in relation to the Services our Privacy Policy applies.
- 1.3. If the Services include, are used in connection with, or are integrated in the services of third parties, the terms and conditions, notice and take down policies and/or privacy and cookie policies of those third parties may apply in addition to these Terms. If you are using the Services on behalf of your employer or another organization, you are agreeing to the terms of that organization and you represent and warrant that you have the authority to do so.
- 1.4. If you want to file a complaint or notice about unlawful Content being stored or shared via the Services or the WeTransfer API, please read our NTD Policy.
- 1.5. If you become aware of a vulnerability in any of the Services, please read our Responsible Disclosure Policy.
- 1.6. WeTransfer can amend the Terms from time to time. The amended Terms will become effective upon them being posted on WeTransfer's website(s) mobile and/or desktop application(s), or at such later date as may be stated on the amended Terms. Therefore, we recommend that you review the Terms from time to time and take note of any changes. By continuing your use of the Services you accept the amended Terms. In case of material changes to the Terms, you will be informed prior to the change: (i) at the moment you use the Services, or (ii) by a message to the contact details you provided to us, or (iii) by a posting of the notice of the change on WeTransfer's website(s) and/or on WeTransfer's mobile and/or desktop application(s).

In the event you do not accept any change in our Terms you may cancel your subscription. Where a user has paid for a subscription package in advance you shall receive a prorated refund for the remainder of your subscription package from the date at which the rejected amended Terms come into effect.

- 1.7. These Terms supersede any and all prior oral and written quotations, terms, communications, agreements and understandings between you and WeTransfer.
- 1.8. The following parts of these Terms describe specific Services only:

Clause 2: WeTransfer File Sharing;

Clause 3: WePresent;

Clause 4: Collect;

Clause 5 Paper;

Clause 6: WeTransfer Paid Transfer;

Clause 7 and 8: all paid subscription Services;

Clause 9: WeTransfer Teams:

Clause 10: paid and non-paid subscription Services.

All other clauses apply to all Services.

2. WeTransfer File Sharing

- 2.1. WeTransfer File Sharing allows you to share your Content with others.
- 2.2. To share your Content you need to upload it and provide us with (a limited number of) email addresses of recipient(s) ("email transfer") or choose to distribute a download link yourself ("link transfer"). If you use link transfer you will not be informed of any downloads by others. WeTransfer reserves the right to limit downloads and/or attempted downloads by users for all File Sharing activity. You warrant that you will not use email transfers to send spam or otherwise unsolicited, unlawful or unwanted Content to the recipients whose email addresses you provide to us.
- 2.3. WeTransfer File Sharing provides the possibility to upload and share Content up to a maximum total capacity. Uploaded Content is stored on WeTransfer's servers for a limited period of time after which the ability to download expires. Depending on the transfer type and your subscription, limitations apply, which you can find here.
- 2.4. After the expiry period WeTransfer will permanently delete the uploaded files. These files will not be available nor retrievable anymore.

- 2.5. The basic functionality of WeTransfer File Sharing is (currently) free from a registration and charge.
- 2.6. WeTransfer treats Content as confidential and does not control the use of download links, regardless of whether they are originally distributed by us or by you. Recipients can forward the links and allow others to use them. You are solely responsible for the Content you upload and share.
- 2.7. There are a number of paid subscription packages which compared to the free version offer you a set of additional services and different subscription terms. You can find more information here.
- 2.8. WeTransfer Premium offers you (amongst others) unlimited WeTransfer File Sharing storage. You will have 5 Terabyte of capacity at your disposal. Should you require more, then you can file a request at support@wetransfer.com.
- 2.9. WeTransfer reserves the right to permanently delete Content from your account (including from Portals and Reviews) when you stop interacting with WeTransfer for a period of at least 12 consecutive months, when you delete your Content from your account, when you cancel your WeTransfer subscription or when you delete your account. Full payment of applicable fees is considered to be active use of your account. For more information on WeTransfer's data retention policy, please read our Privacy Policy.
- 2.10. WeTransfer Teams ("Teams") allows you to add team members to your paid WeTransfer account. Team members can be easily added and removed per subscription period.
- 2.11. The start date of the Teams' paid subscription period is when you have signed up as team owner ("Team Owner") of the Teams account.
- 2.12. For Teams, additional payment and cancellation terms apply. These are listed in Clause 9.

3. WePresent

- 3.1. WePresent is an (online) magazine that presents creative stories and showcases art, photography, music and more from around the world. Any content included on WePresent is owned by or licensed to WeTransfer and can only be used with express prior written permission from WeTransfer.
- 3.2. WeTransfer offers WePresent as a free service. Although care and

attention are devoted to the content of our (online) magazine, WeTransfer does not warrant that it is always complete and accurate. WeTransfer disclaims any liability in relation to the use of such content.

4. Collect

- 4.1. Collect allows you to store, organize, share and receive Content from multiple sources using the Collect Services.
- 4.2. The basic functionality of Collect is (currently) free from registration and charge. The Content you use, share or receive in the Collect application will be stored on your device and/or on our servers. We are not responsible for any Content stored on your device. Your Content may be lost if you remove your Content from the Collect application, if you remove the Collect application from your device, or if you lose your device.
- 4.3. For additional functionality (such as the "Save to Collect" browser extension) you have to create an account and provide us with your email address and/or other details. You can find more information here.
- 4.4. WeTransfer also offers Collect Pro, which is a paid subscription service that offers a set of enhanced services. This subscription can be purchased as a stand alone mobile application.
- 4.5. WeTransfer reserves the right to permanently delete Content when you stop interacting with Collect, when you delete your Content from the Collect Services, when you delete the Collect Services from your device(s), when you cancel your Collect or WeTransfer subscription or when you delete your account. Full payment of applicable fees is considered to be active use of Collect. For more information on WeTransfer's data retention policy, please contact our Help Center.

5. Paper

5.1. Paper allows you to capture your ideas with tools to sketch, type, paint, draw, etc. using the Paper Services. Any content included in the "journals" (including but not limited to digital workbooks, planners, drawings, tutorials, videos) is owned by or licensed to WeTransfer and can only be used with express prior written permission from WeTransfer.

- 5.2. The Content you create with Paper will be stored on your device and not on our servers. Your Content may be lost if you remove your Content from the Paper Services, if you remove the Paper Services from your device or if you lose your device. If you choose to export any Content and share it with others, it may be stored elsewhere.
- 5.3. The basic functionality of Paper ("Paper Basic") is (currently) free from registration and charge.
- 5.4. We also offer "Paper Pro", a paid subscription service that compared to Paper Basic offers you a set of premium services. You can find more information here.
- 5.5. When your Paper (Pro) subscription is linked to your Apple ID, you are also allowed to store your Paper Content in the iCloud or to synchronize the Paper Content on your device(s) through your iCloud account. The terms and limitations of Apple (including retention policies) may apply in addition to these Terms.

6. WeTransfer Paid Transfer

- 6.1. WeTransfer offers a service that enables certain WeTransfer users ("Uploaders") to distribute their Content to others ("Recipients") and collect payment from them via our integrated third party payment service provider ("WeTransfer Paid Transfer").
- 6.2. WeTransfer Paid Transfer allows Uploaders to distribute their Content to others and collect payment for it.
- 6.3. WeTransfer does not offer a marketplace for the sale of Content and is not responsible for the distribution of a link transfer whether via WeTransfer's own services or otherwise. WeTransfer Paid Transfer solely provides a service that enables Uploaders to share Content that has been uploaded to the service and collect payment for it. Uploaders are responsible for concluding the contract of sale with Recipients and, without limiting the foregoing, are responsible for complying with any applicable laws related to the sale of their Content and for resolving any disputes (if any) with a Recipient directly.
- 6.4. To use WeTransfer Paid Transfer, an Uploader must upload their Content to the service and choose to distribute a link transfer. The Uploader must set an expiration date for the link transfer, add a price and share the link transfer with others. Recipients must then click on the link transfer and pay the applicable price for the Content via our third party payment provider, after which the Recipient will be able to

download the Content from our service. Uploaders will be informed of any completed purchases by others. Recipients are responsible for downloading Content prior to the expiry date set by the Uploader and for ensuring safe storage of that Content. WeTransfer does not retain any copies of Content after the expiry date of the Content set by the Uploader.

- 6.5. Content ownership, permissions and responsibility
 - 6.5.1. As an Uploader, you are solely responsible for the Content you upload, share and sell. You retain all rights in- and responsibility and liability for all Content you upload and distribute via WeTransfer Paid Transfer. WeTransfer does not claim ownership of the Content you upload and share via WeTransfer Paid Transfer. You are solely responsible for sharing the link transfer with potential Recipients.
 - 6.5.2. Any Content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your Content, but you hereby grant us a limited, worldwide, royalty-free, sublicensable and transferable licence to use, store and copy that Content and to distribute and make it available for promotional purposes (of WeTransfer Paid Transfer) by WeTransfer.
 - 6.5.3. Without prejudice to the other provisions of the Terms (which shall continue to apply to your use of WeTransfer Paid Transfer), as an Uploader you agree that:
 - 6.5.3.1. You cannot sell Content or use WeTransfer Paid Transfer in a manner that violates clause 10 (Content ownership, permissions and responsibility) or 11 (Restrictions) of our Terms, or any other applicable laws.
 - 6.5.3.2. By using WeTransfer Paid Transfer, you warrant that you have, for any Content you create, use, share, and collect payment for using WeTransfer Paid Transfer, all required permissions (including from copyright and other intellectual property rights owners) to distribute, sub-license, transfer, store, sell and/or make the Content available to all Recipients as part of WeTransfer Paid Transfer.
 - 6.5.3.3. You hereby agree that you will not upload, share or collect payment for any Content that is false or misleading or use WeTransfer Paid Transfer in a manner that is fraudulent or deceptive. WeTransfer is not liable to you or any third party for any damages arising out of or in relation to the Content shared and sold by you within WeTransfer Paid Transfer, including but not limited to, copyright protected works and/or trademarks.

- 6.5.4. As a Recipient you agree that:
 - 6.5.4.1. You will purchase the Content directly from the Uploader. If there is any dispute between you and the Uploader, please contact the Uploader directly. The Uploader is responsible for resolving any dispute between you and them.
 - 6.5.4.2. WeTransfer is not liable to you or any third party for any damages arising out of or in relation to the Content purchased by you within WeTransfer Paid Transfer.

6.6. Payments

- 6.6.1. WeTransfer has integrated Stripe Connect to process the payments on WeTransfer Paid Transfers. As an Uploader, to use WeTransfer Paid Transfer, you must create a Stripe account and agree to Stripe's Terms and Conditions. You warrant that all information that you provide to Stripe in connection with the creation and operation of your account with Stripe will be complete and accurate and that you will not use the Stripe account in any way or for any purpose in breach of Stripe's Terms and Conditions, these Terms or any applicable laws. Payments will be processed, collected by Stripe and paid to you by Stripe in accordance with Stripe's Terms and Conditions. Stripe may charge a transaction fee for each transfer sold with WeTransfer Paid Transfer. You agree that you are responsible for this fee.
- 6.6.2. As an Uploader, you warrant and agree that:
 - 6.6.2.1. You will not use WeTransfer Paid Transfer and/or your Stripe account in any way or for any purpose in breach of Stripe's Connected Account Agreement or for any activity that law or Stripe's terms and conditions prohibits. If WeTransfer becomes aware that or reasonably believes that you are engaging in any activity that is fraudulent, deceptive or harmful, or in breach of Stripe's Connected Account Agreement or Stripe's Services Agreement, we reserve the right to suspend or terminate your account without notice. You agree that you will cooperate with us to reduce the risk of fraud or other misuse of Stripe's services, including for us to receive all relevant information which will be provided to Stripe.
 - 6.6.2.2. You will not use WeTransfer Paid Transfer and/or your Stripe account to conduct a Restricted Business (as defined in the Stripe Connected Account Agreement and Stripe Services Agreement), transact with any such restricted business, or enable any individual or entity (including you) to benefit from any such restricted business.
 - 6.6.2.3. You are solely responsible for (i) determining which, if any, taxes or fees apply in your, the Recipient's or any

other's jurisdiction arising out of your use of WeTransfer Paid Transfer for the purpose of sharing Content and receiving payment for it; and (ii) assessing, collecting, reporting and remitting those taxes in accordance with any applicable law. In the event that WeTransfer is required by law to provide certain tax notices or tax forms you agree that we shall be entitled to receive these notices and forms and to provide the same to you.

6.6.2.4. You are responsible for initiating and processing any required refunds to the Recipient via the Stripe services.

6.6.3. WeTransfer is not liable for any issues regarding payments made by Recipients, including without limitation charges relating to the processing of your payment, failed payments, chargebacks all of which will be governed by Stripe's terms and conditions.

7. Payment conditions

- 7.1. If you use a paid subscription Service, the initial subscription term starts once the fees due have been paid in full.
- 7.2. WeTransfer uses Stripe, Inc. and its affiliates and PayPal, Inc. and its affiliates as its third-party service providers for payment services (e.g., card acceptance, merchant settlement, and related services) (each a "Third-Party Service Provider"). If you make a purchase on the Services, you will be required to provide your payment details and any additional information required to complete your order directly to one of our Third-Party Service Providers. You agree to be bound by Stripe's Privacy Policy (currently accessible at https://stripe.com/us/privacy) Terms and Conditions (currently accessible https://stripe.com/ssa) or Paypal's User Agreement (currently accessible at https://www.paypal.com/us/legalhub/useragreement-full?locale.x=en U S) and Privacy Statement (currently accessible https://www.paypal.com/us/legalhub/privacy-full?locale.x=en_US_) and hereby consent and authorize WeTransfer and the relevant Third-Party Service Provider to share any information and payment instructions you provide, to the minimum extent required to complete your transactions.

Please note that online payment transactions may be subject to validation checks by our Third-Party Service Providers and your card issuer, and we are not responsible if your card issuer declines to authorize payment for any reason. For your protection, our Third-Party Service Providers use various fraud prevention protocols and industry standard verification systems to reduce fraud and you authorize it to verify and authenticate your payment information. Your card issuer may charge you an online handling fee or processing fee. We are not responsible for this. In some jurisdictions, our Third-Party Service

Providers may use third parties under strict confidentiality and data protection requirements for the purposes of payment processing services.

- 7.3. You shall pay all fees or charges to your account in accordance with the fees, charges and billing terms in effect at the time a fee is due and payable. By providing WeTransfer with your payment information, you agree that WeTransfer is authorized to immediately invoice your account for all fees due and payable to WeTransfer hereunder and that no additional notice or consent is required. You shall immediately notify WeTransfer of any change in your payment information to maintain its completeness and accuracy. You agree to have sufficient funds or credit available upon placement of any order to ensure that the purchase price is collectible by us.
- 7.4. Your subscription will continue and automatically renew at the price detailed at your time of check-out for such subscription until terminated in accordance with these Terms. The frequency at which your subscription renews (i.e., monthly, annually, etc.) will be designated at the time at which you sign up for the subscription. By subscribing, you authorize WeTransfer to charge the payment method designated in your account now, and again at the beginning of any subsequent subscription period. Upon renewal of your subscription, if WeTransfer does not receive payment, (i) you shall pay all amounts due on your account upon demand and/or (ii) you agree that WeTransfer may either terminate, cancel or suspend your subscription and continue to attempt to charge your designated payment method until payment is received (upon receipt of payment, your account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received). Termination, cancellation or suspension of the Services for non-payment can result in a loss of access to and use of your account and your Content.
- 7.5. We may introduce or change the fees for the Services from time to time, for which we will give you advance notice. If you do not agree with the price change, you may cancel your subscription in accordance with clauses 8.3 and 8.4 and stop using the Services by the end of the then-current Service term. If you continue to use the Services after the price change goes into effect, you agree to pay the changed price. Fee introductions will require your prior consent and registration.
- 7.6. You can change your payment method in your account settings of the respective Service or by contacting our <u>Help Center</u>.
- 7.7. If you subscribe and pay us through the Apple App Store or Google Play Store, the terms of Apple or Google may also apply.

8. Term and cancellation of a subscription

- 8.1. The initial subscription term varies depending on your choice and/or the Service it applies to.
- 8.2. Apart from your cancellation rights under local mandatory consumer law, you have the right to cancel your subscription during the first 14 days, unless you start using the Service during this period whereby you waive your right to cancel.
- 8.3. The subscription period will be renewed automatically for the selected subscription period, unless you have cancelled your subscription on time (before the last day of your subscription). If you do not wish your account to renew automatically, or if you want to change or cancel your subscription, you must contact WeTransfer at support@wetransfer.com, or log in and go to the "Cancel Subscription" section in your "Account / Workspace" area.
- 8.4. Upon Cancellation you will continue to have access to the Services until the end of your then current paid subscription period. For instance: if the commencement date of your annual subscription is 2 February and you cancel your subscription on 17 December, you will continue to have access until the end of day on the following 1 February and your subscription will not automatically renew. Where a cancellation occurs as a result of your breach to our terms and conditions, you shall lose access to the Services immediately.

For the avoidance of doubt, a Collect subscription is linked to your WeTransfer subscription. A cancellation of this subscription will result in a loss of access to Collect.

Cancellation pursuant to clause 8.3 does not give you any right to reimbursement of (part of) the subscription fee, unless local mandatory consumer law obliges us to do so.

- 8.5. In case your subscription is automatically renewed for a period of more than three (3) months, you will have the right to cancel the subscription at any time after such renewal with a cancellation term of one (1) month. In case of cancellation based on this clause you may request reimbursement of part of the subscription fee. This means that you pay for the period until the cancellation enters into force, based on the standard monthly fee for the respective Service.
- 8.6. If you subscribe through the Apple App Store or Google Play store, the terms of Apple App Store or Google Play store may apply to the terms and cancellation of your subscription instead of or in addition to the terms in this clause.



9. WeTransfer Teams – Payment, term and cancellation

- 9.1. A Teams account is registered on behalf of its Team Owner. The Team Owner will be billed for all team members that are subscribed to the Teams account.
- 9.2. The Team Owner and individual team members can add team members to the Teams account, after which such new team members have immediate access to the account. If team members are added during a current subscription period, the Team Owner is charged pro rata for the days that remain during that subscription period. After that, the Team Owner will be fully charged for the new team member in the next paid subscription period.
- 9.3. The Team Owner and individual team members can remove team members from the Teams account, after which such team members will immediately lose access to the account. If team members are removed during a current subscription period, the Team Owner will be charged for this team member until the end of that paid subscription period. The Team Owner will not be charged for the removed team member in the next paid subscription period
- 9.4. Any unused days in a paid subscription period due to the removal of a team member, may be used for a newly added team member during that same paid subscription period.
- 9.5. If a Teams account is cancelled, the Team Owner and team members continue to have access to the Teams account until the end of the paid subscription period. After the paid subscription period, the Team Owner and the team members will automatically get access to an individual, free WeTransfer account.

10. Content ownership, permissions and responsibility

- 10.1. WeTransfer does not claim any ownership of the Content you create, use, store or share through the Services and you are solely responsible for it. Also, you are solely responsible for sharing it with the correct recipients. Any liability for damages relating to the Content lies with the individual that creates, uses, stores and/or shares it within the Services. You acknowledge that download and/or access links can be forwarded and that recipients having access to such links, can access the Content it's connected with.
- 10.2. Some of the Services allow you to protect Content or transfers with a password. The user is solely responsible for the confidentiality and/or the distribution of passwords.
- 10.3. By using the Services you warrant that you have, for any Content you create, use, store or share using the Services, all required permissions (including from copyright and other intellectual property

rights owners) to distribute, sub- license, transfer, store and/or make the Content online available as part of the Services.

- 10.4. WeTransfer is not liable to you or any third party for any damages arising out of or in relation to the Content created, used, stored or shared by you within the Services, including but not limited to, copyright protected works and/or trademarks.
- 10.5. WeTransfer requires a license from you with regards to the Content to enable us to provide the Services to you. You hereby grant: (1) us unlimited, worldwide, royalty-free, sublicensable, transferable license to (i) use, host, store, scan, search, sort, index, create previews and (ii) reproduce, communicate, publish, publicly display, distribute and edit and prepare derivative works from (including but not limited to scaling, cropping, adapting and translating) the Content in connection with our operating, enabling, providing, making available, commercializing and improving the Services and (2) other users the right to access and use your Content in accordance with their use of the Service. The foregoing license may be sublicensed by us to our service providers, partners, contractors and other persons and entities providing services for us. Notwithstanding any term of this provision, this license will survive any termination of these Terms and any deletion of your account or your Content with respect to Content archived in storage media (but otherwise rendered inaccessible to the public).
- 10.6. WeTransfer does not provide any public search function, catalogue or listing to find Content.
- 10.7. WeTransfer may show you ads from advertisers and artists selected by WeTransfer (such as full-page wallpaper ads) when you use the Services.
- 10.8. More information on the use of your personal data and cookies (including for performance marketing) is available in our <u>Privacy & Cookie Statement.</u>
- 10.9. With respect to any mobile application(s) that we offer subject to these Terms and accessed through or downloaded from the Apple App Store (an "App Store Sourced Application"), you shall only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple Terms Media of Service(https://www.apple.com/legal/internet-services/itunes/), except that such App Store Sourced Application may be accessed, acquired, and used by other accounts associated with the purchaser via Apple's Family Sharing function, volume purchasing, or Legacy Contacts function (https://www.apple.com/legal/internet-services/itunes/). Notwithstanding the first sentence in this clause, with respect to

any mobile application accessed through or downloaded from the Google Play store (a "Google Play Sourced Application"), you may have additional license rights with respect to use of any mobile application(s) offered by WeTransfer on a shared basis within your designated family group.

- 10.10. The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:
 - (i) you acknowledge and agree that (a) these Terms are concluded between you and WeTransfer only, and not Apple, and (b) WeTransfer, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with its applicable Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.
 - (ii) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between WeTransfer and Apple, 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.
 - (iii) You and WeTransfer acknowledge that, as between WeTransfer and Apple, Apple is not responsible for addressing any claims you have or of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (a) product liability claims; (b) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
 - (iv) You and WeTransfer acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between WeTransfer and Apple, WeTransfer, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.
 - (v) You and WeTransfer acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these WeTransfer Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms

and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(vi) Without limiting any other terms of these Terms, you must comply with all applicable third party terms of the agreement when using the App Store Sourced Application.

11. Restrictions

- 11.1. WeTransfer respects your rights and expects that you respect those of others, including WeTransfer, its artists, advertisers and third parties. This includes respecting the right to privacy, corporate intelligence, business secrets and intellectual property rights, such as trademarks, copyrights, trade names and logos. You agree not to use the Services to commit, promote, enable or facilitate any unlawful or criminal acts or breach of these Terms or facilitate or promote others to do so.
- 11.2. As a condition to make use of the Services you agree not to create, use, store or share any Content that:
 - 1.1.1. features CSAI (child sexual abuse imagery);
 - 1.1.2. is obscene, defamatory, libellous, slanderous, profane, indecent, discriminating, threatening, abusive, harmful, lewd, vulgar, or unlawful;
 - 1.1.3. promotes racism, violence or hatred;
 - 1.1.4. is factually inaccurate, false, misleading, misrepresenting or deceptive;
 - 1.1.5. you don't hold the rights to;
 - 1.1.6. infringes, violates or misappropriates intellectual property rights, privacy rights, including data protection rights, and/or any other kind of rights;
 - 1.1.7. infringes on or violates any applicable law or regulation;
 - 1.1.8. constitutes 'hate speech', whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation, language or another characteristic of such individual or group.
- 11.3. In addition, you agree not to:
 - 1.1.9. abuse, harass, stalk, intimidate, threaten, commit violence, or otherwise act unlawful, or encourage anyone else to do so;
 - 1.1.10. use the Services with the purpose of or involving activities with, in, or involving countries, regions, governments, persons, or



entities that are the target of U.S. or EU sanctions, unless such activities are expressly authorized, whether by general or specific license or a license exception, by the applicable governmental authority; 1.1.11. impersonate or falsely pretend affiliation with any person or entity; 1.1.12. access any non-public areas of the Services; 1.1.13. interfere with any access or use restrictions; 1.1.14. use any data mining or data gathering or extraction methods, or otherwise collect information about the users of the Services: 1.1.15. send viruses, worms, malware, ransomware, junk email, spam, chain letters, phishing emails, unsolicited messages, promotions or advertisements of any kind and for any purpose; 1.1.16. interfere with, damage or disrupt the Services or act in a way that may do so; 1.1.17. attempt to probe, scan, compromise or test the vulnerability of the Services or any related service, system or network or breach any security or authentication, unless you do so in accordance with our Responsible Disclosure Policy: use automated means to access or use the Services without our permission: reverse engineer or decompile any (part) of the

- 1.1.18.
- 1.1.19. Services;
- 1.1.20. resell, sublicence, rent, lease, offer or otherwise commercialize the Services without our permission;
- 1.1.21. allow others to use your account (unless this forms part of our subscription package Services).

11.4. By using the Services, you represent and certify that you are not the target of any economic sanctions administered by the U.S. Government, the Dutch Government, the European Union, or other governmental authority (collectively, "Governmental Authority"), including designation on a list of prohibited or restricted parties maintained by such governmental authorities. You also represent and certify that you are not located or maintain a residence in a country or territory that is subject to an embargo by a Government Authority, including Cuba, Iran, North Korea, Syria and the Crimea. You are solely responsible for compliance with all applicable laws and you will not use the Services for any purposes prohibited by

- U.S., Dutch, European Union, or other applicable laws.
- 11.5. WeTransfer may use human and automated means to detect or receive reports of suspected violations of these terms, the Content Moderation Policy, and applicable law and regulations.

12. Violations

12.1. In the event of any suspected violation of these terms, the Content Moderation Policy or applicable laws or regulations, WeTransfer reserves the right to investigate. While WeTransfer investigates, it may temporarily block Content, review the Content or suspend (your) access to the Services or certain features of the Services. Subsequently, based on the results, WeTransfer may decide to temporarily or permanently terminate your account or your access to (certain) features of the Services. In any such event, WeTransfer may also (be obligated to) provide your Content or information to third parties. More information is available in our Notice and Takedown Policy and Content Moderation Policy.

13. Intellectual property rights

- 13.1. All intellectual property rights and/or similar rights on the Services (including the software, wallpapers, WePresent content, photography, graphic design, typography, portraits, logos, trademarks, trade names, domain names, copyrights and patents) are vested in WeTransfer and/or its licensors and you are not allowed to use, remove, modify, copy, mirror, distribute, decompile, or reverse engineer any of it in any way.
- 13.2. WeTransfer is not responsible or liable for third party content published within the Services, in-ad links to external websites or the content, products or services offered on external websites. You acknowledge and accept that all use outside the Services is at your own risk.
- 13.3. You will always respect and observe the good name and reputation of WeTransfer and ensure that your use of the Services will in no way prejudice any rights and/or the good name and reputation of WeTransfer and its licensors.

14. Disclaimer, termination and account registration

14.1. WeTransfer provides the Services "AS-IS", without any warranty of any kind. Without limiting the foregoing, WeTransfer explicitly disclaims any warranties of merchantability, fitness for a particular purpose and non-infringement. WeTransfer makes no warranty that

the Services are available on an uninterrupted, secure or error-free basis. Your use of the Services is at your own risk. You acknowledge and agree that WeTransfer is not responsible for any damages to the computer system or mobile device of you or any third party that result from the use of the Services and is not responsible for any failure of the Services to store, transfer or delete a file or for the corruption or loss of any data, information or Content contained in a file.

- 14.2. WITHOUT PREJUDICE TO THESE TERMS, WETRANSFER IS NOT LIABLE FOR AND HEREBY EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY DAMAGE OR PERSONAL INJURY RESULTING FROM ANY USE OF WETRANSFER PAID TRANSFER, INCLUDING ANY (TEMPORARY) UNAVAILABILITY OR (ACCIDENTAL) REMOVAL OF YOUR CONTENT OR ACCOUNT, WRONGFULLY DELIVERY OF YOUR CONTENT OR FAILURE OF ANY PAYMENTS VIA STRIPE.
- 14.3. To the extent permissible under local mandatory law, WeTransfer may change, terminate or expand its Services and site from time to time and reserves the right to limit access to or eliminate any features or functionality of the Services in its own discretion, without giving prior notice. We will use reasonable efforts to give you notice of any major changes in our Services including cancellation, upgrades, downgrades and where applicable, prorated refunds of subscription packages.
- 14.4. Some of the Services require you to register and provide us with data such as your email address, password and/or payment details. You must ensure that these are accurate and keep them updated in your account settings. You are responsible for any activity from or by your account, so you should not share your password and you should protect it carefully. Should registrations or account data appear to be misused, WeTransfer reserves the right to delete the account. WeTransfer is not liable for any loss or damage arising from the unauthorized use of your account.
- 14.5. Notwithstanding the foregoing, it is WeTransfer's policy to terminate membership privileges of any user who repeatedly infringes copyright, trademark, or other intellectual property rights upon prompt notification to WeTransfer by the respective intellectual property owner or their legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes intellectual property rights infringement, please provide our legal department with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright, trademark, or other intellectual property right; (ii) a description of the copyrighted work, trademark, or other intellectual property right that you claim has been infringed; (iii) a description of the location on the Service of the material that you claim is infringing;

(iv) your address, telephone number, and email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright, trademark, or other intellectual property right owner, its agent or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright, trademark, or other intellectual property right owner or authorized to act on the copyright, trademark, or other intellectual property right owner's behalf. Contact information for WeTransfer's designated legal department is as follows: legal@wetransfer.com

15. Indemnity and Liability

- 15.1. You will defend, indemnify and hold harmless WeTransfer (including its employees and affiliates) from and against any claims, incidents, liabilities, procedures, damages, losses and expenses (including legal and accounting fees), arising out of or in any way connected with your access to or use of the Services or your breach of these Terms, including any third party claims that Content created, used, stored or shared using the Services by you or through your account, infringe or violate any third party rights.
- 15.2. The Services may provide integration with third-party services. You acknowledge that: (i) WeTransfer is not responsible for any acts or omissions, terms and/or policies of such third-party services; (ii) that WeTransfer is not an agent of such third-party services; and (iii) your use of those services is subject to any applicable terms and conditions between you and the providers of such services.
- 15.3. To the extent permissible under local mandatory law, WeTransfer is not liable for any damage or personal injury resulting from any use of the Services, including any (temporary) unavailability or (accidental) removal of your Content or account. The limitation of liability referred to in this clause shall not apply if the liability for damage caused by intent or gross negligence on the part of WeTransfer. In the event WeTransfer is liable for damage under mandatory law, WeTransfer's aggregate liability to you to the extent permissible under local mandatory law for any and all claims arising out of or in connection with the use of the Services will in no event exceed the greater amount of (i) one hundred dollars (\$100) per incident or (ii) the fees paid by you in the month of the occurrence giving rise to the liability.

16. Waiver, Severability and Assignment

- 16.1. WeTransfer's failure to enforce a provision is not a waiver of its right to do so later.
- 16.2. If any (part of a) provision of these Terms is found to be illegal, unenforceable or otherwise invalid, then (i) the rest of the Terms will

remain in full force and effect to the extent permissible under or consistent with the relevant laws; and (ii) that part will be deemed to be deleted and substituted by a valid one which in its economic effect comes closest to the invalid part.

16.3. You may not assign any of your rights or obligations under these Terms. WeTransfer is at any time entitled to assign its rights and obligations under these Terms to any of its affiliates or subsidiaries, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise)without your consent or any other restriction.

17. Arbitration Agreement

- Applicability of Arbitration Agreement. This applies to US 17.1. residential users only. Subject to the terms of this Arbitration Agreement, you and WeTransfer agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Services, any communications you receive, or the Terms and prior versions of the Terms, including claims and disputes that arose between us before the effective date of these Terms (each, a "Dispute") will be resolved by binding arbitration, rather than in court, except that: (i) you and WeTransfer may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (ii) you or WeTransfer may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, "Dispute" will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Terms as well as claims that may arise after the termination of these Terms.
- 17.2. Informal Dispute Resolution. There might be instances when a Dispute arises between you and WeTransfer. If that occurs, WeTransfer is committed to working with you to reach a reasonable resolution. You and WeTransfer agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and WeTransfer therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement ("Informal **Dispute** Resolution Conference"). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The party initiating a Dispute must give notice to the other party in

writing of its intent to initiate an Informal Dispute Resolution Conference ("Notice"), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to WeTransfer that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to support@wetransfer.com or regular mail to our offices located at Keizersgracht 271-287, 1016 ED, Amsterdam, the Netherlands. The Notice must include: (i) your name, telephone number, mailing address, email address associated with your account (if you have one); (ii) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (iii) a description of your Dispute.

The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this clause.

- 17.3. Waiver of Jury Trial. YOU AND WETRANSFER HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and WeTransfer are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subclause entitled "Applicability of Arbitration Agreement" above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- 17.4. Waiver of Class and Other Non-Individualized Relief. YOU AND WETRANSFER AGREE THAT, EXCEPT AS SPECIFIED IN SUBCLAUSE 17.9, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this

Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subclause 17.9 entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subclause, "Waiver of Class and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and WeTransfer agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of California. All other Disputes shall be arbitrated or litigated in small claims court. This subclause does not prevent you or WeTransfer from participating in a class-wide settlement of claims.

17.5. Rules and Forum. The Terms evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seg., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Process described above does not resolve satisfactorily within 60 days after receipt of your Notice, you and WeTransfer agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association ("AAA"), in accordance with the Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by this clause of this Arbitration Agreement. The AAA Rules are currently available at https://www.adr.org/sites/default/files/Consumer%20Rules.pdf.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "Request"). The Request must include: (i) the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the account username (if applicable) as well as the email address associated with any applicable account; (ii) a statement of the legal claims being asserted and the factual bases of those claims; (iii) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (iv) a statement certifying completion of the Informal Dispute Resolution process as described above; and (v) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (i) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (ii) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and WeTransfer otherwise agree, or the Batch Arbitration process discussed in subclause 17.9 is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules.

- 17.6. You and WeTransfer agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.
- 17.7. **Arbitrator**. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within 35 days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subclause 17.9 is triggered, the AAA will appoint the arbitrator for each batch.
- 17.8. **Authority of Arbitrator.** The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (i) all Disputes arising out of or relating to the subclause entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the subclause entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such

subclause entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (ii) except as expressly contemplated in the subclause entitled "Batch Arbitration," all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (iii) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (iv) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subclause entitled "Batch Arbitration." The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or WeTransfer need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

17.9. **Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, you and WeTransfer agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against WeTransfer by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (i) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (ii) appoint one arbitrator for each batch; and (iii) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and

administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration").

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("Administrative Arbitrator"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by WeTransfer.

You and WeTransfer agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (i) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (ii) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

- 17.10. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: Willem Fenengastraat 19, 1096 BL Amsterdam, the Netherlands, within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used to set up your WeTransfer account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
- 17.11. **Invalidity, Expiration.** Except as provided in the subclause entitled "Waiver of Class or Other Non-Individualized Relief", if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with WeTransfer

as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

17.12. Modification. Notwithstanding any provision in these Terms to the contrary, we agree that if WeTransfer makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within 30 days of such change become effective by writing to WeTransfer at Keizersgracht 271-287, 1016 ED, Amsterdam, the Netherlands. Your continued use of the WeTransfer Services, including the acceptance of products and services offered on the WeTransfer website following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services or of the WeTransfer website, any communications you receive, or these Terms, the provisions of this Arbitration Agreement as of the date you first accepted the Terms (or accepted any subsequent changes to these Terms) remain in full force and effect. WeTransfer will continue to honour any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms.

18. Governing Law

- 18.1. **FOR US RESIDENTS USERS ONLY:** These Terms and any actions arising out of or in connection with it will be governed by and construed and interpreted in accordance with the State laws of California, without giving effect to any conflict of law or other principles that provide for the application of the law of another jurisdiction. The United Nations Convention on contracts for the international sale of goods does not apply to these Terms.
- 18.2. **FOR ALL OTHER USERS**: If you are a consumer, please note that these Terms, their subject matter and their formation, are governed by Dutch law. Any disputes regarding these Terms will be submitted to the exclusive jurisdiction of a competent court in the Netherlands (with the exception of Dutch private international law).
- 18.3. These Terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your country of residence.
- 18.4. If you are a business, these Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Dutch law and you agree to the exclusive jurisdiction of any competent court of the Netherlands.

19. Contact

You can contact WeTransfer at legal@wetransfer.com or by using our Help Center. If you have any questions, just send us an email in English or Dutch. In accordance with California Civil Code §1789.3, you may also report complaints to the Complaint Assistance Unit of the Division of Consumer Service of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210