



Amsterdam
Willem Fenengastraat 19-23
1096 BL Amsterdam
The Netherlands

Los Angeles
2116 Zeno Place
Venice CA 90291
USA

Date: 30 October 2018

Terms of Service for Paper and Paste

1. THIS AGREEMENT

- a. **This is a Contract** These Terms of Service for Paper and Paste, INCLUDING THE DISPUTE RESOLUTION PROVISION SET FORTH IN SECTION 15, are a legally binding contract (the “Terms” or “Agreement”) between you (“you”) and WeTransfer B.V. (“WeTransfer” “we”, or “us”). It sets out the terms under which we provide the Services. If you are using the Services on behalf of your employer or another organization, you are agreeing to these Terms for that organization, and you represent and warrant that you have the authority to do so. In that case, “you” also means that organization. The “Services” include our “Paste” web application, our “Paste” mobile application, and our “Paper” mobile application, wetransfer.com, including bywetransfer.com, pasteapp.com and paste.app (the “Site”), and any related services or digital tools, applications or platforms we provide to you. If you use the Services (as defined in the Terms of Service for Paper and Paste), these Terms of Service for Paper and Paste apply in addition to the general Terms of Service
- b. **Terms of Service for Paper and Paste Prevails** If the Terms of Service deviate from the Terms of Service for Paper and Paste, the latter shall prevail.
- c. **We May Revise These Terms** From time to time, we may make changes to these Terms. Any such changes will become effective upon the posting of the revised Terms on this Site (or at such later date as may be stated on the revised Terms). If we make a change to the Terms that we deem to be a material change, we will give you reasonable notice before such changes take effect, by either: (i) sending a message to the email address associated with your account; (ii) sending you a message using the Services; or (iii) posting a notice of the change on the Site. Your use of the Services after the effective date of the revised Terms will constitute your acceptance of the new Terms. If you do not agree with the new Terms, you may only avoid accepting them by terminating your account in accordance with the termination procedure in Section 6 below before the effective date of the new Terms. Your continued use of the Services after the changed Terms become effective constitutes your agreement to the changed Terms.

2. THE SERVICES

- a. **Your Use of the Services** You may use the Services in accordance with these Terms, including but not limited to the Acceptable Use Policy set forth in Section 4 below, and all applicable laws and regulations. We may, in our sole



discretion, refuse to offer the Services to any person or organization, and may change our eligibility criteria at any time.

- b. **Minimum Age** You must be thirteen years of age or older to use the Services, and by using the services, you represent and warrant that you are at least thirteen years of age. If you are not at least thirteen years old, you may not use the Services unless you have been granted prior parental approval to use the Services. This age restriction does not apply to the use of our Paper application without an account.
- c. **Modification of Services** We may from time to time decide to modify or terminate certain Services, or any functionality or portion of them, and you understand that there is no guarantee that the Services will continue to operate or be available in the same way that they have been for any particular period of time. We have the right to limit access to or eliminate any features or functionality of the Services in our discretion.
- d. **Integrations/Third-Party Services** The Services may provide integrations with third-party services not provided by us. You acknowledge that: (i) we are not responsible for any acts or omissions of such third-party services; (ii) that we are 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.

3. ACCOUNT REGISTRATION; USER NAME AND PASSWORD

- a. **Account** You may be required to establish an account in order to use certain portions of the Services. When you do this, you are required to provide us with certain personal information (“Registration Data”) for purposes of security, verification, and account management. You agree to provide accurate, current, and complete Registration Data, and to use any account management tools we may provide to keep your Registration Data accurate, current, and complete.
- b. **Unauthorized Use** You are responsible for any activity from or by your account, so you should not share your password, and you should protect it carefully. Only you may use your account, and you are responsible for all activities that occur under your account. If you think your account has been breached or taken over by another person, it is your responsibility to contact us immediately. We are not liable for any loss or damage arising from the unauthorized use of your account.

4. ACCEPTABLE USE POLICY You agree not to misuse the Services. For example, in connection with the Services, you agree not to:

- a. Abuse, harass, stalk, intimidate, threaten, defame, or otherwise violate the legal rights (including but not limited to the rights of privacy and publicity) of any third party, or encourage others to commit violence;
- b. Upload, share, or transmit any Content that is unlawful, harmful, hateful, threatening, abusive, defamatory, libelous, lewd, obscene, vulgar, or profane, or invasive of another person’s privacy;
 - Create a false identity, impersonate another person or entity, or otherwise misrepresent your affiliation with another person or entity;
- c. Upload, share, or transmit unsolicited email communications or promotional materials (“spam” or “junk mail”), or engage in chain letters, pyramid schemes, or any other form of solicitation or deceptive practice;
- d. Use any data mining or other data gathering and extraction methods in connection with the Services, or otherwise collect information about End Users



- of the Services, including email addresses, phone numbers, or any other contact information;
- e. Place advertisements in the Services, or otherwise advertise or offer to sell or buy any goods or services, except with our prior written approval;
 - f. Create an End User Account not associated with an individual End User, allow others to use the Services using your account information, or grant multiple users access to an individual End User Account;
 - g. Alter, disable, circumvent, or otherwise interfere with any access or use restrictions designed to control the use of the Services;
 - h. Use automated means, such as automated software, devices, scripts, bots, unlicensed APIs, or similar means to access or use the Services, or access or use the Services by any means other than the interface provided by us in connection with the Services;
 - i. Resell, sublicense, rent, lease, or offer the Services to third parties;
 - j. Interfere with or damage the Services through the use of malware (such as viruses, spyware, ransomware, root kits, time bombs, Trojan horses, worms, or corrupted files), or through flood pings, denial-of-service attacks, packet or IP spoofing, backdoors, forged routing, or any other kind of computer code, files, data, or practices that could degrade, disrupt, disable, damage, or destroy the Services or our property, or the property of any other party;
 - k. Disrupt or interfere with the Services, or servers or networks connected to the Services;
 - l. Test or reverse engineer the Services in order to find limitations, vulnerabilities, or evade system filtering;
 - m. Upload, share, or transmit any Content, or otherwise use the Services, in any manner that that infringes or violates any copyright, trademark, patent, trade secret, or other proprietary right of any party;
 - n. Falsify or delete any copyright information associated with any Content, such as author attributions, copyright notices, or labels containing information about the source of the Content;
 - o. Access the Services for purposes of monitoring the Services' availability, performance, functionality, or for any benchmarking or competitive purpose;
 - p. Otherwise violate any applicable laws and regulations.

Your failure to comply with this acceptable use policy may lead to the suspension or termination of your account under these Terms.

5. PAID ACCOUNTS

- a. **Payment** If there is a charge associated with the Services that you select, you agree to pay the amounts associated with those Services, and you authorize us to charge your selected payment method in that amount. Subscription fees are charged in advance of the applicable service period, whether that be monthly or annual ("Service Term"). All payment must be made in U.S. dollars. All prices are exclusive of applicable taxes.
- b. **Auto Renewals** You may choose to have the Services automatically renewed at the end of the relevant Service Term. IF YOU SELECT AN AUTOMATIC RENEWAL OPTION, THEN WE WILL AUTOMATICALLY CHARGE YOUR SELECTED PAYMENT METHOD AT THE BEGINNING OF EACH NEW SERVICE TERM UNLESS YOU HAVE CANCELLED THE SERVICES IN ACCORDANCE WITH THE CANCELLATION TERMS SET FORTH BELOW.
- c. **Suspension of Account for Non-Payment** If we do not receive full payment on time, we may suspend or cancel the Services, or downgrade your account to the free service level. Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of your account and its Content.



- d. **Changes to Pricing** We may modify our pricing from time to time. If you are on a recurring subscription plan, we will notify you by email at least thirty days before the price change takes effect. If there is a fixed term and price for your Services offer, that price will remain in force for the fixed term. If you do not agree with the price change, you must cancel your subscription at least five business days before the price change takes effect, 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. If you cancel your account, your access to the Services will end as of the last day of the then-current Service Term. If you do not cancel your account in accordance with these Terms, your subscription will be renewed at the then-current price for the same Service Term.
- e. **Taxes** Fees for the Services are exclusive of any taxes, duties, or similar government assessments of any kind, including but not limited to any sales, use, value-added, or withholding taxes that apply to the Services, except for taxes based on our income ("Taxes"). You are responsible for any Taxes, and you will pay us for the Services without any deductions for such Taxes. If we are required to collect or pay such Taxes, we will invoice you for such Taxes.
- f. **Purchase Orders** If your purchasing process requires the use of purchase orders, you acknowledge and agree that, except for any amendments to these Terms that are clearly indicated as amendments on the cover page of the purchase order and agreed to by us, no other PO terms will modify these Terms.
- g. **Credit Card Information** We may use a third-party payment processing service, such as Stripe, to execute credit card payments, and you consent to our use of such services. In order to prevent an interruption to the Services in the event that you do not notify us of updates to your payment method (for example, if there are changes to your credit card number, expiration date, or security code), we may work with your card provider or the applicable payment network (but we are not obligated to) to attempt to update your payment information for you. You authorize us to do so, and to continue to charge your payment method with the updated information that we obtain from your card provider.
- h. **Paper Subscriptions** For subscriptions to our Paper iOS application, please see the information on subscriptions in Apple's Media Services Terms and Conditions, which apply to those subscriptions.

6. ACCOUNT SUSPENSION AND TERMINATION

- a. **Your Content** We may provide you with the ability to export your Content prior to canceling your account, but no such export functionality is guaranteed to be provided or, if provided, to continue. Upon canceling your account, your files will be marked for deletion in sixty days, and may be deleted upon expiration of that sixty-day period. Any obligations and restrictions imposed on you by these Terms will continue after termination or cancellation.
- b. **Suspension or Termination by WeTransfer** We may terminate your Account at any time if (in our sole discretion) we think you have violated these Terms, any law, or any right held by any of our other users or any third party. If we terminate your Account, you will not receive a refund of any amounts you may have paid for the Services.

7. YOUR CONTENT



- a. **What is Content?** “Content” means any data, content, information, or other material you upload, transmit, post, submit, or otherwise provide to us in connection with your use of the Services, including but not limited to your Registration Data and any data that you import into the Services from external sources and third-party services.
- b. **Ownership of Your Content** You retain full ownership of all of your Content.
- c. **Permissions That You Grant to WeTransfer Relating to Content** In order to operate the Services, we need certain permissions from you. Accordingly, you hereby grant us a non-exclusive, worldwide, transferable, royalty-free, sublicensable license to store, use, distribute, reproduce, publicly display, publicly perform, export, and process the Content, solely for the purpose of operating and improving the Services. You represent and warrant that you have all of the rights necessary to grant this license. You also acknowledge, consent, and agree that we may preserve, access, and disclose your Content for the limited purposes of: (i) responding to your requests for customer support; (ii) complying with the law and with valid legal requests; (iii) protecting the rights, property, or safety of WeTransfer, its customers, and the public, including enforcing these Terms; (iv) responding to claims that any of your Content violates the rights of third parties; and (v) detecting and preventing fraud or security issues.
- d. **Third-Party Services** In our provision of the Services, we use third-party service providers, such as Amazon Web Services, Slack, and others, in the storage and processing of your Content. The permissions in Section 7(c) extend to such service providers to the extent necessary for us to operate the Services. Likewise, when you choose to share your Content through a third-party social network that is integrated with the Services, such as Facebook, Instagram, Twitter, Tumblr, or other such service, you are authorizing us to deliver the Content (or a version of it that we have modified, as needed) to that third-party service. Such third-party service’s handling of your Content will be subject to its own agreement with you, for which we are not responsible.
- e. **Public Links** The Services allow you to share your Content with a public web link that is accessible and viewable by anyone. Public links can be forwarded, and then further accessed by anyone who has the link. Accordingly, you should be very careful when sharing public links for Content that you may consider sensitive or confidential.
- f. **Privacy Statement for Paper and Paste** You consent to our collection and other handling of information as described in the Privacy Statement for Paper and Paste available here [fiftythree.com/legal/privacy](https://www.fiftythree.com/legal/privacy)
- g. **Emails and Other Updates** By opening an account, you understand that we may send you communications regarding the Services by email, through the messaging features of the Services, or through other features that we may add to the Services in the future. These communications may include: (a) notices about your use of the Services, including notices about violations of our Acceptable Use Policy; (b) promotional information about the Services; and (c) other updates. You may opt out of some email communications by following the opt-out instructions provided in such emails.
- h. **Data Processing** The Services are provided from the United States and, accordingly, you agree that we may transfer, process, and store your Content in the United States.
- i. **Security and Our Data Practices** We use industry standard security measures in the storage, transfer, and processing of your Content. These measures are designed to protect the integrity of your Content and guard against the unauthorized or unlawful access to or use of your Content.
- j. **Third-Party Requests** Certain third parties may make a request for records relating to your use of the Services, including information from your account



("Third-Party Request"). These requests may include valid search warrants, court orders, or subpoenas, or other requests for which there is a written consent from you permitting such disclosure. To the extent allowed by law and the terms of the Third-Party Request, we will: (i) notify you if we receive such a request; (ii) comply with your reasonable requests regarding your efforts to oppose the Third-Party Request; and (iii) if you are unable to obtain the information, provide you with the information or tools required for you to respond to the Third-Party Request. You will be responsible for responding to Third-Party Requests with your access to the information, and will contact us only if you are unable to obtain the information after diligent efforts.

- k. **Removal of Your Content** We may (but we are not required to) remove any Content from the Services for any reason we deem appropriate, including if we deem it potentially illegal or violative of any right, these Terms, the Acceptable Use Policy, or otherwise deem it inappropriate for the Services.

8. PUBLICITY

- a. We may use your name and brands on our websites and in communications with existing and prospective customers as a reference for marketing and promotional purposes. If you would prefer not to be listed as a customer, please send an email to legal@wetransfer.com, and mention that you would not like to be used as a reference.

9. SOFTWARE

- a. The Paper mobile applications, the Paste mobile applications, and the Paste web applications (the "Apps"), and any other software made available by us in connection with the Services (collectively, "Software"), are the property of WeTransfer B.V., and are protected by intellectual property and other laws. They are licensed, not sold. Subject to these Terms, we grant you a personal, non-exclusive, non-transferable, non-sublicensable license to use the Software in connection with the Services.
- b. You may not modify, copy, distribute, decompile, or reverse engineer the Software. We reserve all rights not expressly granted by us. Although the Apps are currently free to install, and may offer free functionality, we do charge for other features or functionality that we offer, and reserve the right to impose or increase fees for any aspect of the Apps and any other Services. We do not offer refunds for any in-app purchases, so please be careful when you make purchases. If you feel an in-app purchase has been made in error, please contact the operator of the relevant application store for support.

10. INTELLECTUAL PROPERTY

- a. **WeTransfer Intellectual Property** All intellectual property related to the Services that is not Content ("WeTransfer IP") is owned by WeTransfer. The selection, compilation, arrangement, interfaces, and presentation of all materials in the Services, and the overall design of the Services, are copyrighted by us, and are protected by U.S. and international laws. The Services are also protected by U.S. and international patent and trademark rights. Use of WeTransfer IP without our express prior written permission is strictly prohibited. wetransfer.com, WeTransfer, the WeTransfer logo, Paper, Paste, and any related services or digital tools, applications or platforms we provide to you are trademarks or registered trademarks of WeTransfer, B.V., in the United States and other foreign countries. Our trademarks may not be



used in connection with any product or service without our express written permission.

- b. **DMCA Policy** WeTransfer deals with claims of copyright infringement in accordance with the Digital Millennium Copyright Act (DMCA). If you own a copyright and want to report a claim that a third party is infringing that copyright through its use of the Services, please send a notice of copyright infringement containing the following information to the designated agent at the address below:
 - A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
 - Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works.
 - Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
 - Contact information for the notifying party, including name, address, telephone number, and email address.
 - A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
 - A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- c. Designated Agent: Emilie van der Lande, Willem Fenengastraat 19-23, Amsterdam (1096 BL), The Netherlands, legal@wetransfer.com.
- d. We may elect not to respond to DMCA notices that do not substantially comply with these requirements. We also may elect to remove allegedly infringing material that comes to our attention, regardless of the DMCA. We also may notify the person who posted, uploaded, or otherwise placed the allegedly infringing material on the site that we have removed or disabled access to such material, with instructions as to how that person can file a counter-notification.
- e. **Feedback** We would love to hear your feedback on our Services. If you do choose to send us any feedback, input, suggestions, ideas, or feature requests ("Feedback"), you grant us a non-exclusive, perpetual, irrevocable, worldwide, transferable, royalty-free license to use that Feedback for any purpose with no obligation to you.

11. DISCLAIMER OF WARRANTIES, NO "UP TIME" GUARANTEES

- a. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, FOR INSTANCE, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. THIS MEANS THAT WE DO NOT PROMISE, AND YOU SHOULD NOT EXPECT, THAT THE SERVICES WILL MEET ALL OF YOUR REQUIREMENTS, OR THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. For instance, the Services may be subject to scheduled or unscheduled service interruptions, or even loss of data, for which you will not hold us liable or be entitled to any refunds.



12. LIMITATION OF LIABILITY

- a. **Limitation on Indirect Liability** IN NO EVENT WILL WE OR OUR OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS, OR AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR LOSS OF USE, DATA, REVENUES, OR PROFITS; OR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA), UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, TORT, WARRANTY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. **Limitation on Amount of Liability** THE AGGREGATE LIABILITY OF WETRANSFER AND ITS OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS, AND AFFILIATES FOR ANY CLAIMS RELATED TO THESE TERMS, THE SERVICES, AND ANY SOFTWARE WE PROVIDE IN CONNECTION WITH THE SERVICES, WILL BE NO GREATER THAN: (I) IF YOU HAVE A PAID ACCOUNT, THE AMOUNT PAID BY YOU TO US UNDER THESE TERMS DURING THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM; OR (II) IF YOU HAVE AN UNPAID ACCOUNT, \$10.00.

These limitations and exclusions apply even if this remedy does not fully compensate you for any losses or fails of its essential purpose.

13. INDEMNIFICATION.

- a. You agree to indemnify, defend, and hold harmless us, our officers, directors, employees, members, partners, agents, and suppliers, and their respective affiliates, officers, directors, employees, members, shareholders, partners, and agents (all "Company Indemnified Parties"), from any and all claims, loss, damages, and expenses, including attorneys' fees, arising out of or related to your Content and your use of the Services, including but not limited to your violation of any of these Terms. We may, in our sole discretion, assume the exclusive defense and control of any matter subject to indemnification by you. The assumption of such defense or control by us, however, will not excuse any of your indemnity obligations.

14. RESOLVING DISPUTES

- a. **Dispute Resolution** You Agree to Arbitrate and You Waive Any Class Action Claims PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. ARBITRATION IS DIFFERENT FROM COURT; THE RULES, INCLUDING DISCOVERY, ARE DIFFERENT AND NO JUDGE OR JURY IS PRESENT AT AN ARBITRATION. THE AWARD IS FINAL AND BINDING AND SUBJECT ONLY TO VERY LIMITED REVIEW BY A COURT. THE PARTIES UNDERSTAND THAT, ABSENT THIS MANDATORY PROVISION, THEY WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. THEY FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE COSTS OF LITIGATION AND THE RIGHT TO DISCOVERY MAY BE MORE LIMITED.
- b. **GENERAL** BY USING THE SERVICES, YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND COMPANY WILL RESOLVE THROUGH BINDING ARBITRATION ANY "ARBITRAL CLAIM," which is any claim or dispute you have against or with the Company or Company Indemnified Parties, or any claim the Company has against or with you, arising out of or relating to this Agreement to Arbitrate (including its formation, enforceability, performance, and breach), the Services provided to you under



this Agreement, the parties' relationship with each other, or any advertising relating to the Services. The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement to Arbitration, including any claim that all or any part of this Agreement to Arbitrate is void or voidable, or whether a claim is subject to arbitration, and will be empowered to grant whatever relief would be available in a court under law or in equity.

- c. **LIMITATIONS PERIOD** You must prosecute any claim or dispute you have against or with the Company within two (2) years of its occurrence. You irrevocably waive any claims raised beyond that period.
- d. **LOCATION AND RULES** YOU AND WE AGREE TO SUBMIT TO BINDING ARBITRATION IN NEW YORK, NY THROUGH THE JUDICIAL ARBITRATION AND MEDIATION SERVICES ("JAMS") PROCEDURES AND RULES THAT ARE IN EFFECT ON THE DATE THE ARBITRATION IS FILED, UNLESS THIS AGREEMENT TO ARBITRATE IS INCONSISTENT WITH THOSE PROCEDURES AND RULES, IN WHICH CASE THIS AGREEMENT WILL PREVAIL. JAMS is independent from us, and you must follow its rules and procedures for initiating and pursuing arbitration. These procedures and rules may limit the amount of discovery available to you or us. The arbitrator will apply applicable substantive law consistent with the Federal Arbitration Act ("FAA") and applicable statutes of limitations, and will honor claims of privilege recognized at law. The arbitrator's award will be binding on the parties and judgment upon any arbitration award may be entered in any court having jurisdiction. At your written request, we will consider any requests to advance or reimburse any arbitration filing fee, administrative and hearing fees that you are required to pay to pursue a claim in arbitration. The arbitrator will decide who will ultimately be responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the claim had been resolved in court.

Any arbitration hearing that you attend will be held at a place chosen by the arbitrator or arbitration administrator at the time the claim is filed. You may obtain copies of the current JAMS rules, and other related materials, including forms and instructions for initiating arbitration, by contacting the arbitration administrators as follows:

JAMS 1920 Main Street, Suite 300 Irvine, CA 92614 www.jamsadr.com 1-800-352-5267

- e. **EXCEPTIONS** NOTWITHSTANDING THE PARTIES' DECISION TO RESOLVE ALL DISPUTES THROUGH ARBITRATION, THIS AGREEMENT TO ARBITRATE DOES NOT PRECLUDE CLAIMS BY US TO ENFORCE OUR INTELLECTUAL PROPERTY RIGHTS AND/OR TO PREVENT OR REMEDY UNFAIR COMPETITION, MISAPPROPRIATION OF TRADE SECRETS, UNAUTHORIZED ACCESS, FRAUD OR COMPUTER FRAUD, AND/OR INDUSTRIAL ESPIONAGE. NEITHER PARTY IS PRECLUDED FROM SEEKING RELIEF IN A COURT LOCATED IN NEW YORK, NY, FOR PROVISIONAL REMEDIES, INCLUDING TEMPORARY RESTRAINING ORDERS, PRELIMINARY INJUNCTIONS, AND RECEIVERSHIPS, PENDING ARBITRATION OR COMPREHENSIVE LITIGATION, TO THE EXTENT AUTHORIZED ABOVE.
- f. **CLASS ACTION WAIVER** BY USING OR DOWNLOADING CONTENT FROM OR REGISTERING FOR OR USING THE SERVICES, YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR OWN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU ARE



FURTHER AGREEING THAT NEITHER YOU NOR WE WILL JOIN ANY ARBITRAL CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY IN A LAWSUIT, ARBITRATION OR OTHER PROCEEDING; THAT NO ARBITRAL CLAIM WILL BE RESOLVED ON A CLASS-WIDE BASIS; THAT NEITHER YOU NOR THE COMPANY WILL ASSERT AN ARBITRAL CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE; AND BOTH PARTIES EXPRESSLY WAIVE THEIR RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then this Agreement to Arbitrate will be deemed null and void in its entirety and the parties will be deemed to have not agreed to arbitrate disputes.

- g. **NO RIGHT TO JURY TRIAL** YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL FOR ANY ARBITRAL CLAIM. IF THIS AGREEMENT TO ARBITRATE IS HELD NOT TO APPLY TO AN ARBITRAL CLAIM, WHETHER SUCH ARBITRAL CLAIM IS AGAINST YOU, COMPANY, OR COMPANY INDEMNIFIED PARTIES, BOTH YOU AND THE COMPANY STILL AGREE TO WAIVE TRIAL BY JURY FOR THAT ARBITRAL CLAIM. OTHER RIGHTS INCLUDING THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL ARE ALSO LIMITED BY ARBITRATION. BY USING THE SERVICES, YOU EXPRESSLY WAIVE YOUR RIGHT TO A JURY TRIAL IN THE EVENT THAT EITHER PARTY SELECTS ARBITRATION TO RESOLVE THE DISPUTE UNDER THIS AGREEMENT.
- h. **30 DAY OPT OUT RIGHT** You have the right to opt-out and not be bound by the arbitration and the class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following email address: legal@wetransfer.com. The notice must be sent within 30 days of your first use of the Services: otherwise you will be bound to arbitrate disputes as laid out above. If you opt-out of these arbitration provisions, we also will not be bound by them.

15. MISCELLANEOUS

- a. **This is the Entire Agreement** This Agreement, including any applicable agreements and policies incorporated by reference, are the full agreement between you and us regarding the Services. It supersedes any other prior or contemporaneous agreements, representations, proposals, written or oral, that you may have seen, or that may have been exchanged between us. Notwithstanding any language to the contrary therein, no terms or conditions stated in a vendor onboarding process, web portal, or any other customer order documentation (except for qualified purchase orders, as contemplated in Section 5(f) above) will be incorporated into or form any part of the Contract, and all such terms or conditions will be null and void.
- b. **Severability** If any provision of these Terms is held to be invalid, illegal, or unenforceable, that provision will be modified by the court and interpreted to accomplish the intent of the original provision to the maximum extent permitted by law.
- c. **Survival** This Section 16, Sections 1, 3, 4, 5, 6, 7, 8, 10, 12, 13, 14, 15, and those sections that by their terms apply after the Terms end, will survive any termination, cancellation, or expiration of this Agreement.
- d. **Governing Law; Jurisdiction; Venue** These Terms, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of the State of New York, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods, except that the Federal Arbitration Act governs all provisions relating to arbitration. Except as provided in Section 15 above with regard to mandatory arbitration, you



consent to exclusive jurisdiction and venue in the state or federal courts in Manhattan, New York, New York.

- e. **Notice** We may give you notice by email, through the messaging functionality provided by the Services, postal mail, or any other legally acceptable means. You must send notices to us at the contact address below, Attn: General Counsel.
- f. **No Waiver** Our failure to enforce a particular right or provision of these Terms is not a waiver of such right or provision, or any other section of this Agreement. No waiver under this Agreement will be effective unless it is made in writing and signed by an authorized representative of the party granting the waiver.
- g. **Assignment** You may not assign, sublicense, or transfer any part of this Agreement, whether by operation of law or otherwise, without our prior written consent. Notwithstanding the generality of the foregoing, you may assign this Agreement in its entirety without our consent to a corporate affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of your assets. Any purported assignment in violation of this section is void. We may assign this Agreement, in whole or in part, and all related rights, licenses, benefits, and obligations. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- h. **No Agency** The parties are independent contractors, and nothing in these Terms will be construed as creating a partnership, franchise, joint venture, agency, fiduciary, or employer-employee relationship between the parties.
- i. **No Third-Party Beneficiaries** There are no third-party beneficiaries to this Agreement.
- j. **You Must Comply with Export Law** You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.
- k. **Force Majeure** We will not be liable for any failure or delay in performance due in whole or in part to any cause beyond our reasonable control, or the control of our contractors, agents, or suppliers, including but not limited to failures by a third-party hosting provider, utility or transmission failures, power failure, denial of service attacks, strikes, or other labor disturbances, governmental action, acts of God, acts of war, acts of terror, floods, sabotage, fire, or natural or other disasters.
- l. **Contact** You may contact us at the following address: Willem Fenengastraat 19, 1096 BL Amsterdam