

Terms of Service

WeTransfer's Supporting Act Foundation assesses applications ('Applications') for funding and grants funding to talented artists at the start of their careers (the 'Services'). WeTransfer's Supporting Act Foundation is a foundation that is registered and has its principal place of business in Amsterdam, the Netherlands.

Funding Applications can be made via an account ('Account') on our website <https://www.thesupportingact.org/> ('Website'). Please read these terms of Service ('ToS') carefully before you create an account with us, as these will apply to the use of your Account and your apply for funding.

In these ToS, the terms "we," "our," or "us" refer to WeTransfer's Supporting Act Foundation, our affiliates, subsidiaries, successors in interest, licensees and each of its and our officers, directors, shareholders, agents, representatives and/or employees. The terms "you" and "yours" refer to the natural person using the Account.

You are permitted to access and use your Account and our Services subject to the following terms and conditions only. We recommend that you save or print a copy of these ToS for future reference and consult these ToS on a regular basis, since these ToS – including the conditions for funding - may be amended from time to time.

Last modified on: 30 June 2022

1. Services

Via your Account, you can obtain information about, and apply for funding by us.

2. Access to your Account

You agree to provide us with complete and accurate information necessary to create an Account and you agree to keep this information up-to-date. After sign-up you will be granted access without undue delay.

You agree to keep your login credentials confidential, whether chosen by you or allocated by us, and to not disclose such information to any third party.

You are responsible for any and all activities that occur under your Account. You shall immediately inform us of any events of unauthorized access to your Account. You may be held responsible for any losses and damages incurred by us or any third party due to your own or someone else's use of your Account and/or the Services.

We reserve the right to delete your Account and/or block the access to (certain parts of) your Account and/or the services or to restrict the use at any time (temporarily) and without prior notice, amongst others:

- i. in the event of a breach of your obligations pursuant to article 8 i-viii;
- ii. to the extent that this is necessary for reasonably required immediate maintenance or for necessary immediate adjustments or improvements to the Website or Services (e.g. in the event of a security breach).
- iii. In case of (any suspicion of) infringement or violation of any intellectual property rights or any other third party rights by you, until clarity is obtained on the correctness of this (suspicion of) infringement or violation.

We shall not be liable for any damages or costs arising out of or related to such suspension or deletion of your Account as well as the blocking and limitation of access to your Account or access to and use of the Services.

3. Our intellectual property rights

We (and our licensors) own all rights, title, and interest (including, without limitation, patents, copyrights, database rights, trademarks, trade secrets, and all other industrial and intellectual property rights) in and to our Website and any other documentation made available to you by us.

We reserve all rights not expressly granted to you in these ToS. We retain all title and interest in and to any and all existing and future intellectual property rights and all rights related to it, in and to our Website.

You may not sell, assign, sublicense, transfer, lease, rent, disclose or share your rights or any portion thereof under these ToS.

4. Your intellectual property rights

You (or your licensors) remain the owner of (all intellectual property rights relating to) the information made available by you in and for the use of your Account and the Services.

By making such information available you grant us a perpetual, non-exclusive, sub-licensable, transferable and royalty-free license to use, copy, distribute and disclose any such information (to third parties) for the provision of our Services to you, in order to potentially:

- i. use the information (and all intellectual property rights relating to it) you share with us via your account or otherwise, such as your name, contact details and profile picture tradenames, trademarks, logos, photos, images, videos, texts, models, and any other information provided by you for our Services;
- ii. store and display such information in your Account; and
- iii. share such information with others in order to provide our Services;
- iv. disclosure on our website

Whenever you make use of (a part of) your Account and our Services which allows you to save, add, upload, link or share any information, you warrant and represent that you are legally entitled to make such use of the information and that such information does not violate any third party rights, in particular contractual, ownership, intellectual property and data protection rights and indemnify us against any third-party claims in this regard.

5. Data protection, privacy and confidentiality

Insofar as we process your personal data and the personal data of others you may provide to us via your Account or in the context of our Services, we (and our processors) are entitled to process such personal data. We may further process and view these data in line with our privacy statement [available [here](#)], but do not guarantee its authenticity, accuracy, completeness, compatibility, or quality.

You indemnify us against any and all claims by any and all data subjects, and fines or penalty payments imposed on us by a supervisory or other governmental body, as a result of or related to a violation of this clause or breach of the GDPR or any other applicable laws and regulations concerning privacy and data protection by you.

For more information on how we deal with the protection and processing of your personal data we refer you to our privacy statement [available [here](#)].

Subject to the provisions of article 4, we shall not disclose any information obtained from you. The obligation to confidentiality does not apply to information (i) available to the general public, (ii) disclosed to us by a third party without any obligation of confidentiality (iii) already known by us at the time of disclosure (iv) if we are obliged under act or by decision of a court order or administrative authority to disclose such information.

We reserve the right to monitor, review, retain and/or disclose any of your (personal) data, as necessary to meet any applicable law, regulation, legal process or any governmental request, as well as to disclose your identity to any person or third party stating that the information provided by you via your Account or in the context of our Services constitutes a violation of its rights.

6. No reliance on information

Although we make reasonable efforts to update the information on our Website, within your Account and in the context of our Services on a regular basis, we make no representations, warranties or guarantees, whether express or implied, that the information will be accurate, complete and up-to-date. Such information is provided for general reference only.

Our Website and your Account may contain information, including personal data and links to other websites and resources, provided by third parties. We have no control over websites, resources or information uploaded by users or originating from third parties and assume no responsibility or liability for such information.

7. Availability

Although we will make all reasonable efforts in this respect, we do not warrant that:

- i. Our Website, your Account and our Services will always be accessible and available, or will be error-free and uninterrupted at all times;

- ii. all information provided by us, including all information on our Website and within your Account and any end-user documentation, will be accurate, complete or up-to-date;
- iii. data transmission will be correct and undamaged at all times, this includes the processing of your Application for funding or any other data transmission in the context of the use of your Account or of our Services.
- iv. the quality of any Services, documentation, data, or any other information obtained through the use of your Account or our Services, will meet your expectations or are fit for any particular purpose; and
- v. all errors that may occur in our Application or Services will be fixed.

We reserve the right to revise, modify, discontinue or change any facet of our Website, your Account or our Services at any time without providing prior notification to you.

8. User restrictions

You are responsible for the acquirement and maintenance of the equipment necessary to access and use the Website and your Account, including smartphones and internet connections.

You are responsible for any use - including unauthorised use - of your Account and our Services, and will act and behave in accordance with what may be expected of a responsible and careful Internet user. Therefore, when accessing or using your Account and the Services, you agree not to - or permit any other person or third party to - or attempt to:

- i. modify, translate, adapt, arrange or create derivative works of the Website, your Account, or end-user documentation or any parts thereof;
- ii. remove, change or obscure any copyright, trademark or patent notices that appear on the Website, in your Account, or any end-user documentation made available to you by us;
- iii. interfere with, damage, or disrupt the normal operation or any security-related features of the Website, your Account or our Services;
- iv. gain unauthorized access to, or restrict or inhibit use by other users of the Website, their accounts and/or the Services;
- v. pose a security risk to the Website, your or any one else its Account, the Services or any users;
- vi. use the Website, your Account or the Services, or any feature thereof in a way that could or will violate any law or the rights of any person or third party or expose us to legal liability;
- vii. upload, or publish in any other way, materials which you are not allowed to make public by applicable laws or which violate applicable laws, including

- but not limited uploading and sharing of (personal) information that belongs to another person or third party without that person's or third party's permission; and
- viii. provide us with information, enter or share information via our Website, your Account or our Services, that you know is false, fraudulent, deceptive, inaccurate, misleading or that misrepresents your identity.
 - ix. violate the terms and conditions of one of our partners that you accepted in order to get access to your account.

We have the right at all times not to process an Application, or to reject it for whatever reason.

9. Liability and indemnification

The Website and your Account are provided "as-is" and "as-available", to the maximum extent permitted by applicable law. We make no warranties or representations, express or implied, as to any matter, including without limitation non-infringement of third party rights, non-infringement to use data or any other data, merchantability, integration, or fitness for any particular purpose, or that our Website and your Account will meet your requirements or will function properly when used in conjunction with other software or hardware. Furthermore we make no warranties for any third party services or software which may be used to provide access to and use the Website or your Account.

We are only liable for any damages or costs arising out or resulting from the intent or wilful recklessness ('opzet of bewuste roekeloosheid') of our management.

We shall not be liable for any direct, indirect or consequential damages, whether in contract, tort, or otherwise, arising out or related to the access or use of our Website, your Account or the Services. This includes, without limitation, loss of profits, revenue, business, goodwill, (personal) data, or costs to prevent, mitigate or determine such damages.

If and insofar as for any reason we would nevertheless be liable for any costs or damage suffered by you, our total liability is limited to EUR 100,- (one hundred euro).

You agree to defend, indemnify and hold us harmless from any demands, claims, damages, liabilities, expenses or harms, including attorney's fees, of any third party arising out or resulting from:

- i. your use of the Website and your Account in violation of these ToS;

- ii. any information or other material uploaded or transmitted via your Account, smartphone or other device that infringes, violates, or misappropriates the rights of any person or third party (including any intellectual property rights or privacy rights), and;
- iii. the violation of any mandatory law or regulation which applies directly to you. You shall make all reasonable efforts to help us in defending ourselves against any claims and/or lawsuits, and provide us upon first request without undue delay, with all relevant information that may be necessary to defend ourselves against and/or settle such claims and/or lawsuits.

10. Termination

You may terminate your contractual relationship with us at any time by stopping the use of your Account and waiving your right to access and use of it by deleting your Account. You can also always cancel your Application by sending an e-mail to hello@thesupportingact.org

We may at any time at our own discretion terminate our contractual relationship with you, including without limitation, in the event you breach any provision of these ToS.

11. Governing law and competent court

These ToS are construed in accordance with and shall be exclusively governed by the laws of the Netherlands.

Any and all disputes between us that may arise under or in connection with these ToS shall be exclusively referred to the competent court in Amsterdam, the Netherlands unless mandatory law designates another court.

12. Miscellaneous

If any portion of these ToS is found to be invalid, unenforceable or non-binding, the remaining portion will remain in force and full effect.

We are entitled to amend these ToS unilaterally and without prior notice to you from time to time. Whenever the ToS have been changed materially, you will receive a notification. If you do not wish to accept the changed ToS, we may deny you access to and use of (parts or) your Account and/or our Services.

We may assign our obligations under these ToS to third parties, provided that such third parties shall perform all obligations and observe all rights under these ToS.

The English version of this ToS will be the only official and legally binding version, regardless of whether a translation into another language is or will be made.
