

The President  
WeTransfer  
Keizersgracht 281  
Amsterdam  
North Holland 1016 ED  
Netherlands

21 July 2025

Dear WeTransfer,

## TERMS & CONDITIONS OF USE

The Society of Authors (the “SoA”) is the UK’s largest trade union for all types of authors (which expression is used in this letter to include writers, scriptwriters, illustrators and literary translators) representing over 12,500 members.

WeTransfer positions itself as the preferred file transfer service for creators, who include members of the SoA.

Many of our members have contacted us to express their grave concerns about the changes to WeTransfer’s terms and conditions which it was announced would be introduced on 8 August 2025 so that they would provide, *inter alia*:-

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

Copyright-protected works can only be exploited with the authorisation of the rightsholder in accordance with (s.16(1) Copyright Designs and Patents Act 1988 (the “CDPA”). The use of copyright-protected works as input to train and develop an AI model without permission from the rightsholder also amounts to clear copyright infringement in the UK (s. 16(2) CDPA) and it is equally clear that scraping copyright-protected works to train, develop and operate AI models without permission does not fall within any of the permitted acts under the CDPA.

We understand that clause 6.3 has since been updated to provide:-

**“6.3. License to WeTransfer.** *In order to allow us to operate, provide you with, and improve the Service and our technologies, we must obtain from you certain rights related to Content that is covered by intellectual property rights. You hereby grant us a royalty-free license to use your Content for the purposes of operating, developing, and improving the Service, all in accordance with our Privacy & Cookie Policy.*

Nevertheless, in light of the widespread concerns amongst our membership and the wider creator communities, we invite you to undertake unequivocally and irrevocably, in writing, that:-

1. WeTransfer shall not use content which is provided to WeTransfer in connection with the Service (as defined in WeTransfer’s Terms of Service) (“Users’ Content”) for the purposes of developing, training, fine-tuning or validating any AI system or model; and
2. WeTransfer shall not conduct, facilitate, enable, authorise or permit any text or data mining or scraping in relation to Users’ Content or any services provided via, or in relation to, the Service for any purpose, including the development, training, fine-tuning or validation of AI systems or models.

We look forward to hearing from you and to receiving the undertaking requested.

Yours faithfully

Keith Ashby  
General Counsel