

Terms of Service

These Terms of Service set forth the terms and conditions upon which iTransfer.club makes available, at no charge, its file transmission services. Your use of the services is expressly conditioned on your compliance with these Terms of Service. By clicking accessing or using the services, you are indicating that you agree to be bound by these Terms of Service. You acknowledge and agree that iTransfer.club may revise these Terms of Service at any time. By continuing to access or use the services after iTransfer.club makes any such revision, you agree to be bound by the revised Terms of Service.

Description of Services

iTransfer.club's service provides users with the ability to upload a file via HTTPS-Protocol and receive a custom URL address to download the file from iTransfer.club's servers. This address can be shared by the user freely and can be used to download the file a reasonable number of times. The address expires in 1 week at which point it becomes inaccessible to the public and is removed from iTransfer.club's servers.

Content Availability

iTransfer.club does not guarantee the quality or reliability of its services. Once a file has been uploaded to iTransfer.club's servers, access to the file cannot be disabled before its designated expiration date. iTransfer.club reserves the right to remove any files at any time without notice.

Privacy Policy

iTransfer.club respects the privacy of its users and follows the privacy guidelines defined in our Privacy Policy.

Prohibited Use

As a condition of your use of iTransfer.club's services, you agree not to:

- Upload or transmit any data, text, graphics, content, or material that: (i) is false or misleading; (ii) is defamatory; (iii) invades another's privacy; (iv) is obscene, pornographic, or offensive; (v) promotes bigotry, racism, hatred, or harm against any individual or group; (vi) infringes another's rights, including any intellectual property rights; or (vii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
- Access, tamper with, or use any non-public areas of the iTransfer.club's systems or said system's providers;
- Attempt to probe, scan, or test the vulnerability of the iTransfer.club's systems or any related system or network or breach any privacy, security or authentication measures;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing iTransfer.club's systems or providers; or
- Impersonate or misrepresent your affiliation with any person or entity.

iTransfer.club will have the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement and security-related issues, to the fullest extent of the law. iTransfer.club may involve and cooperate with law enforcement

authorities in prosecuting users who violate these Terms of Service. You acknowledge that iTransfer.club has no obligation to monitor your access to or use of the iTransfer.club's services, but has the right to do so for the purpose of operating iTransfer.club's, to ensure your compliance with these Terms of Service, or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body.

Warranties

THE SERVICES ARE PROVIDED 'AS IS', WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, ITRANSFER.CLUB EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ITRANSFER.CLUB MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. YOU ACKNOWLEDGE AND AGREE THAT ITRANSFER.CLUB WILL NOT BE RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR TO THE COMPUTER SYSTEM OF ANY THIRD PARTY THAT RESULT FROM USE OF THE SERVICES.

Indemnity

You agree to defend, indemnify, and hold harmless iTransfer.club, its officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services, or your violation of these Terms of Service.

Limitation of Liability

ITRANSFER.CLUB TAKES NO RESPONSIBILITY FOR THE CONTENT OF ITS USERS FILES. IN NO EVENT WILL ITRANSFER.CLUB BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE OR FROM THE USE OR INABILITY TO USE THE SERVICES OR ANY USER FILES SENT THROUGH, STORED BY OR DOWNLOADED FROM THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ITRANSFER>CLUBHAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL ITRANSFER.CLUB'S AGGREGATE LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES EXCEED ONE EURO (€1). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ITRANSFER.CLUB AND YOU.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Severability

In the event that any provision of these Terms of Service is held to be invalid or unenforceable, the remaining provisions of these Terms of Service will remain in full force and affect.

Waiver

The failure of iTransfer.club to enforce any right or provision of these Terms of Service will not be deemed a waiver of such right or provision.

Controlling Law and Jurisdiction

These Terms of Service and any action related thereto will be governed by the laws of the State of New York without regard to its conflict of law provisions. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms of Service will be the state and federal courts located in Constanța, Romania, and iTransfer.club and you waive any objection to jurisdiction and venue in such courts.

Entire Agreement

These Terms of Service are the entire and exclusive agreement between iTransfer.club and you regarding iTransfer.club's services, and these Terms of Service supersede and replace any prior agreements between iTransfer.club and you regarding the Services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other iTransfer.club services, affiliate services or third-party content software or services.