

Terms and Conditions ("Terms")

(Valid as of 5th July 2025)

Using this Website ("Site") indicates that you accept these terms and conditions together with our Personal data and Cookies, regardless of whether or not you choose to subscribe/register with us.

"We": means the site.

"You": means the user.

(both lower and upper case shall have the same meaning)

1. Acceptance of Terms

By accessing and using the Ive Sent It Site and services ("Services"), you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree with these Terms, do not use/enter the Site or Services. For the avoidance of doubt, using this Site means that you have deemed acceptance of these Terms regardless of whether or not you choose to subscribe/register with us.

2. Services Provided

Read in conjunction with the Features section in the Site. Ive Sent It is a file transfer platform that allows You to transfer files and folders to recipients worldwide. You have the choice of specifying additional protections to your files, such as password protection and geographic restrictions, the latter of which will prevent access in certain regions to your files. For further information, please familiarise yourself with our advanced security GeoWall™ feature on our website.

3. Terms of Use

3.1. User Conduct

You agree to use the Site and Services only for lawful purposes. You are responsible for your conduct and any content that you upload, download, or transmit using our Services.

3.2. Prohibited Activities

You agree not to use the Site or Services for any unlawful, harmful, or inappropriate purposes.

The following activities are strictly prohibited:

Uploading or Sharing Illegal Content: This includes, but is not limited to, pornography, child

exploitation materials, content that promotes or incites violence, terrorism, hate speech, or any other illegal activity.

Distribution of Malware: You must not upload or transmit files that contain viruses, trojans, worms, or any other software intended to damage or disrupt the operation of the Site, Services, or any recipient's devices.

Infringement of Intellectual Property: Do not upload, share, or distribute content that infringes on the intellectual property rights of others, including copyrights, trademarks, patents, or trade secrets. In the event that you upload content that violates the intellectual property rights of another, We shall not be liable for any damages, losses or claims arising from such violations. In such event, You shall indemnify us for any direct, indirect, incidental, special, consequential, reputational or punitive damages including but not limited to loss of profits, goodwill and data arising out of such violations, even if We have been advised of such damages.

Circumventing Security Measures: Any attempt to bypass the GeoWall™, hack into our systems, or otherwise interfere with the security features of the Site is prohibited.

Impersonation and Fraud: You must not impersonate another person or entity, or misrepresent your affiliation with a person or entity, in any way that is intended to deceive, defraud, or harm others.

Harassment and Abuse: You may not use the Site or Services to harass, bully, or threaten others, or to disseminate abusive, defamatory, or obscene materials.

Misuse of the Service: Using the Site or Services to send unsolicited messages (spam), or any activity that disrupts the normal functioning of the Site is forbidden.

This list is not exhaustive. Ive Sent It reserves the right to determine, at its sole discretion, whether any activity or content violates these Terms. Engaging in any prohibited activities may result in the immediate termination of your account and access to the Site and Services, without prior notice.

4. Ownership

You retain full ownership of the content you upload and share on Ive Sent It. By uploading any content, You warrant that you possess all necessary rights and permissions to distribute such content online. Ive Sent It does not claim any ownership of user-uploaded content and bears no liability for any issues or damages arising from it, including but not limited to copyright and trademark infringements.

5. File Scanning and Monitoring

Ive Sent It reserves the right to scan and monitor files uploaded to our servers to ensure they do not contain viruses, malware, or illicit content. We may also conduct random file checks or investigate specific files if we are alerted to potential violations of these Terms. Any content found to be in violation may be removed, and the associated user account may be terminated. For the avoidance of doubt, these may be conducted during or post your membership.

6. Account Termination

Ive Sent It reserves the right to terminate any user account at any time, for any reason, and without prior notice. This includes but is not limited to violations of these Terms or any conduct deemed harmful to the Site or its Users.

7. Cancellation of Subscription

You may cancel your subscription at any time by doing so within the "Account" section in your online portal. When you cancel your subscription, you immediately lose access to Ive Sent It services, however your account will still remain active for future use if you so desire. Note, that no pro-rated refunds will be issued for any unused portion of the service post cancellation.

8. Terms of Sale

8.1. Payment and Pricing

All payments for Services must be made in accordance with the pricing outlined on the Site. We reserve the right to change prices at any time, but such changes will not affect purchases already completed. For the avoidance of doubt, should any change to pricing be made, user shall out of a goodwill gesture be permitted to remain on the same plan for a period of three ("3") months. The new pricing will be deemed to take effect post the 3 month- period (i.e the last three payments taken). Such pricing changes shall be updated on the Site. We will also notify You of such pricing changes via the Portal or via Email.

Payments for services on Ive Sent It must be made in accordance with the stated fees. If using PayPal or any other third-party payment service provider, users agree to adhere to their respective user agreements and terms. Ive Sent It is not responsible or liable for any issues, disputes, or damages arising from transactions with third parties. Users are encouraged to review the terms of any third-party service before completing a transaction.

8.2. Refunds We generally do not provide refunds for use of Ive Sent It's services. We do however reserve the right to provide refunds at our sole discretion. When these are made, they will be paid to you within 14 business days.

8.3. Delivery of files and folders transferred through Ive Sent It will be delivered to recipients according to Your chosen requirements and subject to any password protection, expiry time and geographical restrictions set by You. Ive Sent It is not responsible for any delays or failures in delivery caused by restrictions imposed by You when sending your files.

9. Confidentiality and Data Protection

We at Ive sent it prioritize the security and confidentiality of your data. We are committed to safeguarding your personal information and the content you upload through the following measures:

9.1. Data Confidentiality

Ive Sent It ensures that all user data, including personal information and uploaded files, are treated as strictly confidential. We will not share, sell, or disclose your data to any third party without your explicit consent, except in the following circumstances: (i) Legal Compliance: We may disclose your data when required by law, court order, or governmental authority and, (ii) Protection of Rights: We may share information to protect the rights, property, or safety of Ive Sent It, or You, or the public, including the enforcement of our Terms. We **never** sell your data to anyone.

9.2. Data Security

We employ rigorous security measures to protect your data from unauthorized access, disclosure, alteration, or destruction. These measures include, but are not limited to: (i) Encryption: All data transmitted through our Site and Services is encrypted using industry-standard protocols to prevent unauthorized access during transfer. All your data is encrypted in transit and at rest (when stored) (ii) Access Control: Access to stored data is strictly limited to authorized personnel who require such access to perform their job duties. We implement multi-factor authentication and other security protocols to ensure that your data is protected at all times and, (iii) Regular Audits: We regularly audit our systems and processes to identify and address potential vulnerabilities and ensure the ongoing protection of your data.

9.3. Confidentiality Obligations

All Ive Sent It employees, contractors, and partners are bound by strict confidentiality agreements. These agreements require them to protect your data with the highest level of care and prevent any unauthorized use or disclosure.

9.4. Data Minimization and Retention

We, subject to clause 5 collect and retain only the data necessary to provide our Services effectively. We store your data for the duration of you having an account to fulfill the purposes for which it was collected or as required by law. Upon termination of your account or completion of the data retention period (see Clause 10), we will securely delete your data.

9.5. User Responsibility

While Ive Sent It takes extensive measures to protect your data, it is also your responsibility to use strong passwords, safeguard your login credentials, and exercise caution when sharing sensitive information. By using Ive Sent It, you acknowledge and agree to our commitment to data confidentiality and the security measures we have in place.

10. Deletion of Account or Files

As well as cancelling your subscription, you can delete your account at any time. Note, that deleting your account will also cancel your subscription (if any exists). Cancellations are handled as per Clause 7 of this agreement. When you initiate a deletion of your account, all data and transfers pertaining to your account are scheduled for deletion within three ("3") months of your request. That is, if you chose to delete your account on January 1st, then all your account data will be deleted by February 1st. This also follows for any file transfers you send to others on Ive Sent It. On expiry of a file transfer, the file transfer will be automatically scheduled for deletion within 1 month of the transfer.

11. Limitation of Liability

Ive Sent It is not liable for any direct, indirect, incidental, consequential, reputational or punitive damages arising from the use or misuse of our Site or Services, including, but not limited to:

- (i) *Intellectual Property Violations*: In conjunction with clause 3.2, You are solely responsible for ensuring that the content you upload does not infringe on the intellectual property rights of others. Ive Sent It disclaims all liability for any claims, losses, or damages related to intellectual property violations resulting from user-uploaded content.
- (ii) *Service Interruptions or Failures*: Ive Sent It does not guarantee uninterrupted or error-free access to the Site or Services. We are not liable for any damages arising from service outages, delays, or technical failures.
- (iii) *Data Loss or Security Breaches*: While we implement robust security measures, Ive Sent It is not responsible for any loss of data, technical errors, any market standard force majeure events (Including but not limited to cyber-attacks and natural disasters),

unauthorized access, or breaches of security. You are responsible for maintaining backups of your data and using the Services in a secure manner.

(iv) *Geographic Restrictions:* Ive Sent It is not liable for any issues arising from the Geo-Wall feature, including access restrictions or compliance with local laws. Under no circumstances will Ive Sent It's total liability to you for all claims related to your use of the Site or Services exceed the amount you paid, if any, for accessing our Services (or £100 (or equivalent amount in other currencies), whichever is greater). For the avoidance of doubt, Ive Sent It's total cumulative liability under these Terms shall not exceed the amount you paid to Ive Sent It in the twelve (12) months immediately preceding the event giving rise to such liability.

Any claim or cause of action arising out of or related to your use of the Site or Services must be filed within one (1) year after such claim or cause of action arose. Any claim post this period will not be valid.

11. Indemnification

You agree to indemnify, defend, and hold harmless Ive Sent It, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable legal fees) or related to your use of the Site or Services, your violation of these Terms, your violation of any rights of another, or your violation of any applicable laws. These include any third party claims arising in connection with your use and breach of the Services. This obligation will survive the termination or expiration of these Terms and your use of the Site or Services.

12. Disclaimer

Ive Sent It provides the Site and Services "as is" and "as available" without any warranties of any kind, whether express or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement, or arising from a course of dealing, usage, or trade practice. Ive Sent It does not warrant that the Services will be uninterrupted, secure, or error-free, or that any defects will be corrected.

13. Waiver of Certain Claims:

You waive the right to participate in a class action or representative lawsuit against Ive Sent It, and agree that any dispute will be resolved on an individual basis. You further waive any right to seek or recover punitive, exemplary, or multiple damages from Ive Sent It.

14. Modifications to Terms

Ive Sent It reserves the right to modify these Terms at any time. Changes will be effective immediately upon posting on the Site. Your continued use of the Site and Services

constitutes your acceptance of any changes to these Terms.

15. Governing Law

These Terms are governed by and construed in accordance with English law. Any disputes arising out of or relating to these Terms or the use of the Site shall be resolved in the courts of England and Wales.

16. Contact Information

If you have any questions or concerns about these Terms, please contact us at legal@ivesentit.com. You can also alternatively contact us at Ive Sent It Ltd, 30 Bankside Court Stationfields, Kidlington, Oxford, Oxfordshire, United Kingdom, OX5 1JE.

By using Ive Sent It, you acknowledge that you have read, understood, and agree to these Terms and Conditions.