



California Terms of Service Report

California Business & Professional Code Sections 22675 et seq. (CA AB-587)

Overview.

At Vimeo, our mission is to create the most intelligent video platform in the world, trusted by professionals to create, manage, and share their most important stories. We support businesses and creatives¹ by providing an all-in-one video software solution which offers a full breadth of video tools through a software-as-a-service ("SaaS") model.

Although Vimeo does not appear to be within scope of a "social media platform" as defined in California Business & Professions Code § 22675, we voluntarily submit this Terms of Service Report in the interest of transparency. However, Vimeo respectfully reserves the rights provided through the Ninth Circuit's decision in *X Corp. v Bonta*, No. 24-271 (9th Cir. Sept. 4, 2024).

This report provides information and data for the period from **January 1st, 2024** to **June 30, 2024**, as specified under CA AB-587.

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¹ Vimeo's target customers are small-to-midsize businesses, larger enterprises, marketers, agencies, and creative professionals.

I. Terms of Service.

A. Current Versions of the Terms of Service. (§ 22677(a)(1))

1. Terms of Service (ToS). <https://vimeo.com/terms>. A copy of Vimeo's terms, as published during this reporting period, is attached as **Annex A**.
2. Acceptable Use Community Guidelines (AUCG). <https://vimeo.com/help/guidelines>. A copy of this policy, as published during this reporting period, is attached as **Annex B**.

B. Changes to terms since previous report. (§ 22677(a)(2))

1. No changes were made during this reporting period, January 1st to June 30th, 2024.

C. Definitions of Specified Content Categories (§ 22677(a)(3))

1. Vimeo does not permit, and if discovered, may remove content deemed restrictive, as defined under [Section 5.2](#) of our ToS and further interpreted under [Section 1.3](#) of our AUCG. Such content includes, but is not limited to: hate speech or racism; promotion or support of terror or hate groups; dis/misinformation; and harassment & bullying.

At this time, Foreign Political Interference is not directly named in our policies; however, content deemed to spread "false or misleading information about voting or seeks to obstruct voting" is considered a violation of Vimeo's ToS and is not permitted on the platform.

II. Content Moderation Practices

A. Existing Policies (§ 22677(a)(4)(A))

1. Vimeo's [ToS](#) outline what is and is not allowed when using our services or platform. Vimeo's policies include, but are not limited to, Vimeo's [AUCG](#), [Copyright Policy](#), and [Stock Footage License Policy](#). All of these policies, as well as additional user resources, are made accessible in [Vimeo's Help Center](#).

B. Content Moderation Systems (§ 22677(a)(4)(B))

1. As stated in [Section 5.1](#) of our AUCG, *we do not endeavor to review every piece of content uploaded to our systems. In addition, when we do review content, it is usually for a particular reason, and so we do not endeavor to review it for all possible terms violations. Nor do we "pre-clear" any content before submission.*

Vimeo relies on reports from the community, as we endeavor to review specific content that is flagged by our users, third parties, and certain software-based systems. (et [5.1](#)) Users are offered the opportunity to flag video content by using Vimeo's report feature, which is available on video content uploaded or created on the platform. Details on this feature can be found in our Help Center, [Report Abuse and Violations](#). Users may also report concerns through our ticketing system.

Once a report is received, we review the reported content carefully to determine the appropriate actions. In limited circumstances, an account

or content may be removed without human review. However, this occurrence is restricted to cases where our automated systems have detected extreme prohibited content, i.e. CSAM and similar extremes, at a high confidence level².

C. Response to Users (§ 22677(a)(4)(C))

1. Vimeo uses an automated system to acknowledge receipt of content reports from users or third parties ("flaggers"). Flaggers are notified of any decisions made regarding their reports after a content review is complete.

Vimeo will notify account holders of our enforcement decisions by emailing the registered email addresses on file. Where appropriate, a grace period to comply with our enforcement requests may be made. The failure to address our concerns within the provided timeframe will be considered a violation itself absent good cause.

D. Removals (§ 22677(a)(4)(D))

1. As stated in [Section 5.2](#) of our AUCG, content or accounts found to be in violation of our ToS or AUCG may be suspended, removed, or terminated. Moderators will review individual pieces of content as well as account as a whole to determine whether a violation has occurred and potential severity.

If content is removed for violation, then the user will receive what we internally refer to as a "guideline strike" on their account. Accounts may be terminated upon accrual of three guideline strikes. If an account is permanently removed, then the user is prohibited from creating another.

Please note, if the content is found to be extremism, CSAM, harassment, hate speech, incitement of violence, advocacy of self-harm, fraud, pornography, spam, or content updated/accounts created by a restricted user, then a "guideline strike" is not required and the user's account is terminated.

E. ToS Availability (§ 22677(a)(4)(E))

1. Vimeo does not offer menus, prompts or features in languages other than the languages where it also offers its ToS. Our ToS is offered in the following languages: English; French; German; Spanish; Portuguese; Japanese; and Korean.

III. Content Flagging Data (§ 22677(a)(5))

- A. In light of the recent Ninth Circuit Court of Appeals [decision](#), at this time, Vimeo is, respectfully, withholding the data requested pursuant to §22677(a)(5). Our team will continue to actively monitor the court's decisions, and will seek to amend this report if necessary.

² "High Confidence" is defined as there being an exact match between the detected content and content we have already removed for being violative or a trusted source has specified the content is known CSAM.

IV. Annex A - Reporting Period Version of Terms of Service

Vimeo Terms of Service

Last Updated: December 14, 2023

This **Vimeo Terms of Service Agreement** (the “**Agreement**” or “**Terms of Service**”) is made between Vimeo.com, Inc. (“**Vimeo**,” “**we**,” “**us**,” or “**our**”) and you, our customer (“**you**” or “**your**”). This Agreement governs your use of Vimeo owned-and-operated websites, applications, and embeddable video players (collectively, the “**Services**”). This includes our Vimeo, Vimeo OTT, and Livestream services, but not our Magisto, Wibbitz, or WIREWAX services which are governed by separate online agreements.

Notice: Section 11 of this Agreement contains a mandatory ARBITRATION AGREEMENT for certain privacy claims that you or Vimeo could assert. By using our Services and accepting this Agreement, you (1) agree to binding arbitration of these claims before a neutral arbitrator; and (2) waive your rights to go to court, have a jury hear your case, or participate as part of a class of plaintiffs with respect to such claims.

Content

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1. Acceptance

By creating an account, viewing videos, making a purchase, downloading our software, or otherwise visiting or using our Services, you accept this Agreement and consent to contract with us electronically.

If you are an entity other than a natural person, the person who registers the account or otherwise uses our Services must have the authority to bind the entity. In this context, “you” means both the entity and each person who is authorized to access the account.

We may update this Agreement by posting a revised version on our website. By continuing to use our Services, you accept any revised Agreement.

This Agreement includes our [Privacy Policy](#) and the addenda listed in **Section 12** below. Please review our Privacy Policy to learn about the information we collect from you, how we use it, and with whom we share it.

2. Our Services

Service License: Subject to the terms hereof, we grant you access to our Services. This includes the right to:

- Stream videos that you have the right to view;
- Upload, store, and/or live stream videos, subject to your plan;
- Embed our embeddable video player on third-party websites; and
- Use all related functionality that we may provide.

Features: The features available to you will depend on your plan. We may change features from time to time. If you have a paid account, we commit to providing the core video hosting and streaming features of your plan (including the bandwidth and storage capabilities stated at the time of purchase) during your current service period.

Bandwidth: The bandwidth allowance included with your Self-Serve (defined in **Section 4**) plan applies to your aggregate bandwidth usage across all Self-Serve accounts you control. You shall not circumvent bandwidth limitations by opening multiple accounts. If you exceed your bandwidth allowance, we may, in our discretion, charge fees for excessive usage, require you to upgrade to a more suitable plan, or terminate your account(s) upon advance written notice. For more information on bandwidth, please see our [Bandwidth on Vimeo](#) article.

Video Creation Tools: We may allow you to use Vimeo Create, our video creation tools. Your use of Vimeo Create is governed by our [Vimeo Create Addendum](#).

AI Tools: We may allow you to use our features that incorporate artificial intelligence tools and other technology to generate text, audio, video, and other content and to alter or enhance your content. Your use of such tools is governed by our [Vimeo Artificial Intelligence Addendum](#).

Transactions: We may offer digital goods for sale. Purchases of Vimeo On Demand videos are governed by our [Vimeo On Demand Viewer Agreement](#). Purchases of Vimeo Stock footage and licenses are governed by our [Vimeo Stock License Agreement](#).

Monetization: We may allow you to sell digital goods or earn money through advertising. Your sales of videos are governed by our [Seller Addendum](#). If you are a business established in the European Union and use our “Vimeo OTT” platform to offer content to consumers located in the European Union, our [EU OTT Seller Addendum](#) applies.

Downloadable Software: We may offer applications for devices (“Apps”) directly or through third-party stores. Subject to your compliance with these Terms of Service, Vimeo grants you a limited, non-exclusive, non-transferable, revocable license to download and use the Apps. We may update Apps from time to time to add new features and/or correct bugs. You shall ensure that you are using the most recent version of the App that is compatible with your device. We cannot guarantee that you will be able to use the most recent version of the App on your device. Apps offered through third-party stores are subject to our [Third-Party Service Addendum](#).

Developer Tools: We may offer application programming interfaces (“APIs”) that allow developers to build applications connected to our Services. Our APIs and related documentation are governed by our [API License Addendum](#).

Enterprise Services: We may offer Services pursuant to an individually negotiated agreement. Enterprise services are governed by our [Enterprise Terms](#).

Beta Services: We may invite you to try beta, pilot, or limited release features (“**Beta Services**”). By using any Beta Services, you agree that (a) Beta Services are not intended for commercial usage, may be modified or discontinued at any time, may contain bugs or errors, and are not subject to uptime, support, or other service level commitments; and (b) you will provide timely feedback to Vimeo and only use the Beta Services for the purpose of providing such feedback.

Experiments: We may conduct experiments or otherwise offer certain elements of our Services, including promotions, features, advertisements, user interfaces, plans, and pricing to some or all of our users. These are implemented in our sole discretion, may be subject to additional terms presented in our Services, and may not be available to you.

Third Parties: We may provide links to and integrations with websites or services operated by others. Your use of each such website or service is subject to its terms of service and our [Third-Party Service Addendum](#).

3. Accounts

Registration: You may create an account to use certain features we offer (e.g., uploading or live streaming videos). To do so, you must provide an email address. By creating an account, you agree to receive notices from Vimeo at this email address at any time, including before 8:00 a.m. and after 9:00 p.m. local time. You must keep your email address valid and current so that we are able to contact you.

Organizational Accounts: Corporate, governmental, and other organizational users must publicly display the legal name of their entity on their public account profile. If you are a government entity in the U.S., our [Government Entity Addendum](#) applies.

Age Requirements: You must be at least 16 years old or the applicable age of majority in your jurisdiction, whichever is greater, to create an account or otherwise use our Services. If you wish to use the Services for a commercial purpose, you must be at least 18 years old. Individuals under the applicable age may use our Services only through a parent or legal guardian’s account and with their involvement. Please have that person read this Agreement with you and consent to it before proceeding.

Parents and Guardians: By granting your child permission to use the Services through your account, you agree and understand that you are responsible for monitoring and supervising your child’s usage. If you believe your child is using your account and does not have your permission, please contact us immediately so that we can disable access.

Team Members: Certain subscription plans may allow you to grant other users (“**team members**”) access to the account. Each team member must create an account with their own login credentials. Both you and each team member are deemed a party to this Agreement. You are responsible for the actions of your team members and must monitor their access and usage.

Account Security: You are responsible for all activity that occurs under your account, including unauthorized activity. You must safeguard the confidentiality of your account credentials and may not share your account credentials with anyone. If you are using a computer that others have access to, you must log out of your account after each session. If you become aware of unauthorized access to your account, you must change your password and notify us immediately.

4. Subscription Plans

Plan Types: We offer free memberships and paid subscriptions that allow you to upload and share video content. You may purchase a “**Self-Serve**” plan (you sign up and pay online) or an “**Enterprise**” plan (you work with a sales representative and execute an individualized agreement). Advertised prices and features may change.

Free Accounts: Free members may not submit videos that they did not create or play a material part in creating.

Fees: You shall pay all fees (plus any taxes) during your subscription period and any renewal periods. Our fees may include a fixed monthly or annual fee plus variable fees for transactions or usage. We may adjust fees from time to time. We will attempt to notify you in advance of any such fee changes prior to your next billing cycle. If you do not wish to accept a fee change, you may cancel your subscription in accordance with this Agreement.

Free Trials and Discounts: We may offer free-trial or discounted subscriptions. When a free-trial period ends, your paid subscription begins (unless you have canceled before the end of the free-trial period) and you must pay the full monthly or annual fee. If we provide a discount for the first subscription period, you must pay the discounted fee; in any renewal, you must pay the full fee.

Refund Policy: Subject to the terms hereof, Self-Serve subscribers who purchase plans directly from Vimeo may cancel and receive a full refund of their initial purchase within **thirty (30) days** after purchasing an annual plan and **five (5) days** after purchasing a monthly plan. Our refund policy does not apply to:

- In-app purchases;
- Fees charged immediately after a free-trial period ends;
- Attempted abuse of the refund policy (i.e., by subscribing and requesting refunds repeatedly);
- Subscription renewals or migrations to other plans;
- Fees other than annual or monthly subscription fees;
- Requests made after the specified periods;
- Customers who have breached this Agreement or whose accounts were terminated in accordance with our [Copyright Policy](#);
- Customers who joined using a promotion that expressly disclaimed our refund policy;
- Customers who have initiated a chargeback dispute; or
- Enterprise plan customers.

Automatic Renewal: To the extent permitted by applicable law, Self-Serve subscription plans automatically renew at the end of each subscription period unless canceled at least one day before the renewal date listed in your [Billing Settings](#). Monthly plans renew for 30-day periods. Annual plans renew for one-year periods. You must pay the annual or monthly fee (plus any taxes) when each renewal period starts. Unused storage, bandwidth, and other usage limits do not roll over.

How to Cancel Renewal: Self-Serve subscribers may cancel automatic renewal in their [Billing Settings](#). Enterprise plan customers may cancel according to the [Enterprise Terms](#). Any cancellation or notice of non-renewal will not affect the current subscription period. Vimeo may decline renewals.

Lapse Policy: When a subscription ends, the account will, at Vimeo's option, revert to a free membership or be deleted. Any content in the account may be deleted to comply with the limitations of the new account status. You are responsible for archiving your content. Vimeo is not responsible for the loss of any content. We may publish additional guidelines regarding the treatment of lapsed subscriptions. These guidelines describe current practices only and do not require Vimeo to provide any level of post-subscription account status.

In-App Purchase: We may allow you to purchase subscriptions within Apps. When you make such "in-app" purchases, you will be billed by the app platform, not us. **To turn off automatic renewal for subscriptions, access your platform's account settings (not Vimeo's).** Our refund policy does not apply to in-app purchases. Any billing inquiries should be directed to the app platform.

Resale: You may not sell, resell, rent, lease, or distribute any plan or any other aspect of our Services to any third party unless authorized by us in writing. We may suspend or terminate accounts sold via

authorized resellers for non-payment to the reseller or any violation of the restrictions set forth in this Agreement.

5. Acceptable Use Policy

We may allow you to create, upload, live stream, submit, or publish (collectively, to "**submit**") content such as videos, recordings, images, text, and fonts (collectively, "**content**"). For clarity, "content" means all content submitted by you to Vimeo at any time, including before this Agreement's "Last Updated" date. You must ensure that your content, and your conduct, complies with the Acceptable Use Policy set forth in this **Section 5**. Vimeo may (but is not obligated to) monitor your account, content, and conduct, regardless of your privacy settings. Vimeo may remove or limit access or availability to any content or account that it considers in good faith to violate this Acceptable Use Policy.

5.1 Copyright Policy

You may only upload content that you have the right to upload and share. Copyright owners may send Vimeo a takedown notice as stated in our [Copyright Policy](#) if they believe Vimeo is hosting infringing materials. We will, in appropriate circumstances, terminate the accounts of persons who repeatedly infringe.

5.2 Content Restrictions

You may not submit any content that:

- Infringes any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.);
- Is sexually explicit or promotes a sexual service;
- Is defamatory;
- Is harassing or abusive;
- Contains hateful or discriminatory speech;
- Promotes or supports terror or hate groups;
- Contains instructions on how to assemble explosive/incendiary devices or homemade/improvised firearms;
- Exploits or endangers minors;
- Depicts or encourages self-harm or suicide;
- Depicts (1) unlawful real-world acts of extreme violence, (2) vivid, realistic, or particularly graphic acts of violence and brutality, (3) sexualized violence, including rape, torture, abuse, and humiliation, or (4) animal cruelty or extreme violence towards animals;
- Promotes fraudulent or dubious money-making schemes, proposes an unlawful transaction, or uses deceptive marketing practices;
- Contains false or misleading claims about (1) vaccination safety, or (2) health-related information that has a serious potential to cause individual or public harm;
- Contains false or misleading information about voting or seeks to obstruct voting;
- Contains (1) claims that a real-world tragedy did not occur; (2) false claims that a violent crime or catastrophe has occurred; or (3) false or misleading information (including fake news, deepfakes, propaganda, or unproven or debunked conspiracy theories) that creates a serious risk of material harm to a person, group, or the general public; or
- Violates any applicable law.

Please see the [Vimeo Guidelines](#) for guidance on how we interpret these terms.

5.3 Code of Conduct

In using our Services, you may not:

- Use an offensive screen name (e.g., explicit language) or avatar (e.g., containing nudity);
- Act in a deceptive manner or impersonate any person or organization;
- Harass or stalk any person;

- Harm or exploit minors;
- Distribute “spam” in any form or use misleading metadata;
- Collect personal information about others without their authorization;
- Access another’s account except as permitted herein;
- Use or export any of our Services in violation of any U.S. law;
- Except as permitted by us in writing, act in a manner that would subject Vimeo to industry-specific privacy regulations such as the Health Insurance Portability and Accountability Act (HIPAA) or the Gramm-Leach-Bliley Act (GLBA);
- Engage in any unlawful activity;
- Embed our video player on or provide links to sites that contain content prohibited by **Section 5.2**; or
- Cause or encourage others to do any of the above.

5.4 Prohibited Technical Measures

You will not:

- Except as authorized by law or as permitted by us in writing: scrape, reproduce, redistribute, frame, mirror, create derivative works from, decompile, reverse engineer, alter, archive, or disassemble any part of our Services; or attempt to circumvent any of our security, rate-limiting, filtering, or digital rights management measures;
- Remove or modify any logo, watermark, or notice of proprietary rights embedded on or in the Services or any output thereof without our permission;
- Submit any malicious program, script, or code;
- Submit an unreasonable number of requests to our servers; or
- Take any other actions to manipulate, interfere with, or damage our Services.

5.5 Restricted Users

You may not use our Services if you:

- are a terror or hate group or a member thereof;
- have been designated by a U.S. agency as an entity that we may not contract with (e.g., a Specially Designated National); or
- are subject to sanctions by a non-U.S. government such that we would be required to block your videos in a substantial number of countries in which we provide service.

You may not purchase goods or software services from us if doing so would violate any U.S. sanctions. You hereby make a continuing representation that you are in compliance with the foregoing restrictions.

5.6 Accessibility and Ratings

We provide means to allow you to include closed captioning in your videos. If required by applicable law, you must provide closed captioning in your videos.

We may allow you to filter videos based upon their user-defined content rating. We cannot guarantee that videos will be appropriately rated by others. You must rate your videos appropriately.

6. Licenses Granted by You

As between you and Vimeo, you own and will retain ownership of all intellectual property rights in and to the content you submit. In order to allow Vimeo to host and stream your content, you grant Vimeo the permissions set forth below.

6.1 Your Video Content

Subject to the terms hereof, by submitting a video, you grant Vimeo permission to:

- Stream the video to end users;
- Embed the video on third-party websites;
- Distribute the video via our APIs;
- Make the video available for download;
- Transcode the video (create compressed versions of your video file that are optimized for streaming);
- Generate stills (i.e., “thumbnails”) from your video to represent it (if you have not selected one);
- Automatically generate and display summaries, chapters, closed captions, and subtitles from your video; and
- Alter or enhance your video as directed by you.

If you have enabled a video privacy setting or disabled downloading or embedding, we will limit distribution of your video pursuant to your selection. By enabling access to your video to any third party, you grant each such person permission to stream (and/or download or embed, as applicable) your video. For the purposes of this **Section 6.1**, your video includes its title, description, tags, and other metadata.

The license period begins when you submit the video to Vimeo and ends when you or Vimeo delete it; *provided* that Vimeo may retain archival copies: (a) for a limited period of time in case you wish to restore it; (b) when the video is the subject of a takedown notice or other legal claim; or (c) when Vimeo in good faith believes that it is legally obligated to do so.

6.2 Vimeo Create Content

You may submit certain content to us for the purpose of creating a video using Vimeo Create. These submissions, and the resulting videos, are governed by our [Vimeo Create Addendum](#).

6.3 Account Profile

You grant Vimeo permission to use your name, likeness, biography, trademarks, logos, or other identifiers used by you in your account profile for the purpose of displaying such properties to the public or the audiences you have specified. You may revoke the foregoing permission by deleting your account. Vimeo shall have the right to identify public profiles in its marketing and investor materials.

6.4 Feedback

You may provide comments, suggestions, or other feedback concerning our Services. You grant Vimeo a perpetual and irrevocable right and license to use, copy, transmit, distribute, publicly perform, and display such feedback in any manner without any compensation to you.

6.5 Scope of Licenses

All licenses granted by you in this **Section 6**: (a) are non-exclusive, worldwide, and royalty-free; (b) include the right and license to copy, use, distribute, publicly perform, and display the licensed work for the purposes stated above; and (c) include all necessary rights and licenses to allow us to exercise our rights and perform our obligations. By granting these licenses, you waive any so-called “moral rights” that you may have. Nothing in this Agreement shall be deemed a license “condition” applicable to Vimeo; rather, any breach of a term by Vimeo hereof shall give rise to, at most, a claim for breach of contract only. All licenses granted herein are in addition to any other licenses that you may grant (e.g., a Creative Commons license).

7. Your Obligations

7.1 Representations and Warranties

For each piece of content that you submit to or through Vimeo, you represent and warrant that:

- You have the right to submit the content to Vimeo and grant the licenses herein;
- Vimeo will not need to obtain licenses from any third party or pay royalties to any third party with respect to the streaming or other permitted distribution of the content;
- You have obtained appropriate releases (if necessary) from all persons who appear in the content;
- The content does not, and will not, infringe any third party's rights, including intellectual property rights, rights of publicity, moral rights, and privacy rights; and
- The content complies with this Agreement and all applicable laws.

7.2 Indemnification

You will indemnify, defend, and hold harmless Vimeo and its subsidiaries, parents, and affiliates, and their and our respective directors, officers, employees, and agents, from and against all third-party complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, arising from or relating to: (a) the content you submit to or through the Services; and (b) allegations of actions or omissions by you that (regardless if proven) would constitute a breach of this Agreement.

8. Term and Termination

This Agreement begins when you first use our Services and continues so long as you use our Service or have an account with us, whichever is longer. Paid accounts will continue for the subscription period and will renew in accordance with **Section 4** above. With respect to users who do not have a subscription plan (i.e., free users), (a) Vimeo may terminate this Agreement at any time by providing thirty (30) days' written notice, and (b) applicable users may terminate at any time by deleting their accounts.

If you breach this Agreement, Vimeo may, at its option: (a) terminate this Agreement immediately, with or without advance written notice; (b) suspend, delete, or limit access to your account (and other accounts you control) or any content within it; and (c) to the extent permitted by applicable law, retain any amounts payable to you (which you forfeit). If Vimeo deletes your account for breach, you may not re-register.

In the event of any termination or expiration, the following sections will survive: **Section 6.4** (Feedback), **Section 7.2** (Indemnification), **Section 9** (Disclaimers), **Section 10** (Limitation of Liability), **Section 11** (Disputes, Arbitration, and Choice of Law), and **Section 12** (General Provisions).

9. Disclaimers

VIMEO PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU USE THE SERVICES AT YOUR OWN RISK. You must provide your own device and internet access.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, VIMEO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Among other things, Vimeo makes no representations or warranties:

- That our Services, or any part thereof, will be available or permitted in your jurisdiction, uninterrupted or error-free, completely secure, or accessible from all devices or browsers;
- That we will host, make available, or remove any specific piece of content;
- Concerning any content submitted by or actions of our users;
- That any geo-filtering or digital rights management solution that we might offer will be effective;

- That we comply with the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Act (GLBA), or any other industry-specific privacy obligations;
- That our Services will meet your business or professional needs;
- That we will continue to support any particular feature or maintain backwards compatibility with any third-party software or device; or
- Concerning any third-party websites and resources.

10. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) VIMEO SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS, PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF VIMEO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) VIMEO'S TOTAL LIABILITY TO YOU, EXCEPT FOR VIMEO'S CONTRACTUAL PAYMENT OBLIGATIONS HEREUNDER (IF ANY), SHALL NOT EXCEED THE AMOUNTS PAID BY YOU TO VIMEO OVER THE TWELVE (12) MONTHS PRECEDING YOUR CLAIM(S) OR ONE HUNDRED DOLLARS (USD \$100), WHICHEVER IS GREATER.

11. Disputes, Arbitration, and Choice of Law

If you are dissatisfied with our Services for any reason, please [contact us](#) first so that we can try to resolve your concerns without the need for outside assistance.

11.1 Choice of Law

Any disputes relating to this Agreement or your use of our Services will be governed by the laws of New York State and the United States of America (with respect to matters subject to federal jurisdiction such as copyright), without regard to principles of conflicts of law. The arbitration agreement set forth in **Section 11.3** will be governed by the Federal Arbitration Act.

11.2 Choice of Venue for Litigation; Jury Trial Waiver

Except for matters that must be arbitrated (as set forth below), you and Vimeo agree that any action relating to this Agreement or your use of our Services must be commenced in either the Commercial Division of the New York State Supreme Court for New York County or the United States Federal Court for the Southern District of New York; you consent to the exclusive jurisdiction of those courts. IN ANY SUCH ACTION, VIMEO AND YOU IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY.

11.3 Arbitration of Privacy Claims; Class Action Waiver

The exclusive means of resolving any Covered Privacy Claim (defined below) shall be BINDING ARBITRATION. The arbitration will be administered by JAMS under the [JAMS Streamlined Arbitration Rules & Procedures](#), as modified by our [Arbitration Procedures](#). If you are a consumer, as defined by JAMS in its [Consumer Minimum Standards](#), you may request that the arbitration hearing be conducted in the area in which you reside. Otherwise, the hearing (if any) shall take place in New York County, New York State, United States of America. EACH PARTY WAIVES ITS RIGHT TO GO TO COURT, TO A TRIAL BY JURY, AND TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE PROCEEDING WITH RESPECT TO ANY COVERED PRIVACY CLAIM.

Overview: Arbitration provides a private dispute resolution process that is usually more streamlined and less formal than litigation. In an arbitration, your rights will be determined by a neutral third party called an arbitrator, and not a judge or jury. Both you and Vimeo are entitled to fundamentally fair proceedings at every stage of the arbitration, including the hearing. The arbitrator will decide all issues relating to the dispute, including the question of arbitrability, and can grant any relief that a court could grant. Decisions

by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our [Arbitration Procedures](#).

Definitions: A “**Covered Privacy Claim**” means any dispute or claim arising out of or relating to (a) Vimeo’s collection, use, storage, analysis, or transfer of your Personal Information; (b) an alleged breach of our [Privacy Policy](#); (c) an alleged data breach or unauthorized disclosure of data or content; or (d) an allegation that Vimeo failed to comply with any privacy or data security right or obligation. “**Personal Information**” means any information about you, including your registration information (e.g., email address), payment information, location information, device information, biometric identifiers or information, IP address, and your activities (including viewing and search history), but does not include content that you upload (except to the extent the content contains personal information about you).

Small Claims Court Exception: Notwithstanding the above, each party has the right to bring an individual Covered Privacy Claim against the other in a small claims court of competent jurisdiction pursuant to Rule 1 of JAMS’ [Minimum Consumer Standards](#). If one party files an arbitration that could be litigated in such a small claims court, the responding party may request that the dispute proceed in small claims court. If the responding party requests to proceed in small claims court before the appointment of the arbitrator, the arbitration shall be administratively closed. If requested after the appointment of the arbitrator, the arbitrator shall administratively close the arbitration so long as the proceedings are at an early stage and no hearing has occurred.

12. General Provisions

Reservation of Rights, Severability: Vimeo reserves all rights not expressly granted herein. Vimeo’s rights and remedies are cumulative. No failure or delay by Vimeo in exercising any right will waive any further exercise of that right. If any term of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, that term will be limited or severed.

Force Majeure: Vimeo will not be liable for any delay or failure caused by (a) acts of God/natural disasters (including hurricanes and earthquakes); (b) disease, epidemic, or pandemic; (c) terrorist attack, civil war, civil commotion or riots, armed conflict, sanctions or embargoes; (d) nuclear, chemical, or biological contamination; (e) collapse of buildings, fire, explosion, or accident; (f) labor or trade strikes; (g) interruption, loss, or malfunction of a utility, transportation, or telecommunications service; (h) any order by a government or public authority, including a quarantine, travel restriction, or other prohibition; or (i) any other circumstance not within Vimeo’s reasonable control, whether or not foreseeable (each a “**force majeure event**”). In the event of a force majeure event, Vimeo shall be relieved from full performance of the contractual obligation until the event passes or no longer prevents performance.

Relationship: These Terms of Service do not create any agency, partnership, joint venture, employment, or franchisee relationship between you and Vimeo. This Agreement binds the parties and their successors, personal representatives, and permitted assigns. You may not assign or transfer this Agreement or your rights under these Terms of Service, in whole or in part, by operation of law or otherwise, without our prior written consent; any such assignment will be void. We may assign these Terms, or any of our rights and obligations under the Terms, at any time without consent. Except as expressly stated herein, nothing in this Agreement confers any right on any third party.

Entire Agreement: This Agreement constitutes the entire understanding of the parties and supersedes all prior understandings regarding the subject matter hereof and may not be modified except in accordance with **Section 1** or in a document executed by authorized representatives of Vimeo. If you have a signed agreement with Vimeo, any conflicting term of that agreement will prevail over the terms hereof, but only as to the subject matter of that agreement.

The English version of this Agreement shall control. For convenience, we may provide translated versions of this Agreement.

Addenda: This Agreement incorporates the following documents (and no others) by reference:

- [Privacy Policy](#)
- [Cookie Policy](#)
- [Copyright Policy](#)
- [Government Entity Addendum](#)
- [Third-Party Service Addendum](#)
- [Vimeo Create Addendum](#)
- [Vimeo Artificial Intelligence Addendum](#)
- [Vimeo On Demand Viewer Agreement](#)
- [Stock Footage License Agreement](#)
- [Seller Addendum](#)
- [EU OTT Seller Addendum](#)
- [API License Addendum](#)
- [Arbitration Procedures](#)
- [Enterprise Terms](#)

Notices: You must send any notices of a legal nature to us by [email](#) or at:

Vimeo.com, Inc.

Attention: Legal Department
330 West 34th Street, 10th Floor
New York, New York 10001

V. Annex B Reporting Period Version of Acceptable Use Community Guidelines

Vimeo Acceptable Use Community Guidelines

Last updated: September 7, 2023

All users of Vimeo Services, as defined in our [Terms of Service](#), must comply with our [Acceptable Use Policy](#), which places restrictions on how you may use such Services. In these Guidelines, we explain how we interpret those restrictions (Sections 1, 2 and 3 below) and enforce them (Sections 4, 5 and 6 below).

We're committed to respecting the internationally recognized human rights set out in the United Nations Guiding Principles on Business and Human Rights, including by enforcing our Terms of Service and Acceptable Use Policy in a way that balances free expression and privacy with our responsibility to keep Vimeo and the broader community safe from harmful materials. Help us do that by following our Guidelines and reporting content that might violate them.

1. Content

All content -- videos, recordings, livestreams, text, images -- that you submit to us or create using our Services must comply with our Acceptable Use Policy, the contents of which are explained below.

1.1 Copyright

Before you submit any content, you must ensure that you have all necessary rights to do so. You must either own the content, have obtained appropriate licenses, or have some other clear legal basis to upload it. If your content contains any third-party works (like background music or stock footage), you must also have the right to include those works in your content.

Uploading infringing materials may expose you to legal liability and could result in the termination of your account in accordance with our [Copyright Policy](#). For more information on copyright issues, please read our [Copyright Law FAQ](#).

1.2 Creation Rule (Vimeo.com free accounts only)

Free members of Vimeo.com may only upload videos that they materially developed. Read More Examples of material development include shooting significant footage, editing, serving as director of photography (DP). Be sure to include your role in the credits. Note that this rule is in addition to the requirement that you have the right to upload the video. If you don't own the video, you should have written permission from the owner to upload it on Vimeo.

1.3 Content Restrictions

We have reprinted all of the content restrictions listed in subsection 5.2 of our Acceptable Use Policy here, along with additional guidance (click the "read more" links to expand various sections). You may not upload content that:

- Infringes any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.) [Read More](#)

Third Party Rights

For more information on copyright issues, see our discussion in subsection 1.1 above. In addition, your work may not infringe any other third party rights. This may include trademark rights and privacy rights.

- Is sexually explicit (e.g., pornography) or promotes a sexual service [Read More](#)

Sexually Explicit Content

We do not allow pornography or other sexually explicit content. This includes content that (1) depicts sexual acts in an explicit manner; (2) contains sexualized nudity; or (3) is primarily intended to cause sexual stimulation, even if no sexual act or nudity is featured. We may allow videos that depict sexuality that serve a clear creative, artistic, aesthetic, or narrative purpose and non-sexual nudity. However, in these cases you must rate the content properly. See [Section 1.6 Content Ratings](#) below for more information.

We do not allow content that advertises, promotes, or recruits for services of a sexual or erotic nature including:

- Prostitution
- Escort services
- Erotic massages
- Other erotic services (including live sex shows, fetish fulfillment, etc.)
- Pornographic content
- Strip clubs or other erotic entertainment venues

We do not allow videos that advertise or promote a product or service using sexually explicit or extremely suggestive content.

- Is defamatory [Read More](#)

Defamation

We do not allow content that makes provable false statements of fact about a person, regardless of their private or public status, that would harm their reputation. If the complaining figure is a

public one, we will generally require evidence that the false statement was maliciously made to take down the content.

- Is harassing or abusive [Read More](#)

Harassment, bullying and abuse

We do not allow content that seeks to threaten, intimidate, insult, shame or hurt an individual or group, regardless of their private or public status. Threats, doxxing, revenge porn, trolling, cyber-bullying, and other forms of abuse will be removed.

We believe in the value of allowing for discussion of important issues of public relevance to happen and this often includes critical commentary. Therefore, we may allow critical commentary of public figures may be allowed as long as it does not constitute harassment or abuse.

- Contains hateful or discriminatory speech [Read More](#)

Hateful and Discriminatory Speech

We do not allow hateful and discriminatory speech. We define this as any expression that (1) is directed to an individual or group of individuals based upon personal characteristics of that individual or group; (2) conveys a message of inferiority or contempt; and (3) would be considered extremely offensive to a reasonable person. Personal characteristics are core elements of identity that are shared by groups of people (and are generally not specific to any one person) and include:

- Race, color, national origin, and ethnicity
- Gender identity
- Sexual orientation
- Religion
- Disability
- Age

Content will generally be considered categorical hate speech if it:

- Advocates for or celebrates violence against an individual or group based upon personal characteristics
- Advocates or celebrates genocide
- Calls for segregation or exclusion
- Denies that certain historical events occurred (e.g., Holocaust denial)
- Insults a minority group using a slur or “dog-whistle” code
- Equates people to animals, filth, vermin, sexual predators, or criminals based upon personal characteristics
- Spreads racial superiority theories or views
- Spreads conspiracy theories about specific groups who share personal characteristics
- Portrays a symbol of hate for no valid purpose

In addition, we do not allow:

- Content promoting Sexual Orientation Change Efforts (SOCE): This is content that markets, sells, or constitutes counseling, therapy, or treatments intended to change a person’s sexual orientation from same-sex attraction to opposite-sex attraction.
- We do not allow content that markets, sells, or constitutes classes or tutorials that seek to teach seduction techniques, commonly referred to as Pick-up Artist (PUA) content.

- Promotes or supports terror or hate groups [Read More](#)

We do not allow content from hate or terror groups that aims to spread propaganda designed to radicalize and recruit people or aid and abet attacks. See [Section 2. Restricted Users](#) below for more information on how we define these terms.

- Provides instructions on how to assemble explosive/incendiary devices or homemade/improvised firearms [Read More](#)

We do not allow content that provides instructions to create bombs or homemade firearms. This includes instructions on how to modify manufactured firearms to increase their capacity or lethality through non-standard or prohibited means.

- Exploits or endangers minors [Read More](#)

Child Harm

We do not allow content that was created through the exploitation of children or that is harmful to children. This includes:

- Child sexual abuse material (CSAM)
- Content that sexualizes minors
- Content that appeals to minors but contains adult themes
- Videos that invite minors to engage in harmful or dangerous activities, whether through express invitation or example

Content featuring child nudity is not permitted. We will remove this type of content, regardless of who posted it or with what intention, to reduce the chances of others using it for unintended or harmful purposes.

If we locate any content suspected of containing CSAM, we will immediately remove the account and report the incident to the National Center for Missing and Exploited Children.

If you intend to watch Vimeo with your kids or upload any content featuring them, please read our [Parental Guidance](#) for tips on how to keep them safe.

- Depicts or encourages self-harm or suicide [Read More](#)

Self-harm and Suicide

We do not allow content that depicts or encourages self-harm or suicide. This includes but is not limited to content that:

- Promotes or glorifies suicide
- Provides instructions on how to self-harm or die by suicide
- Encourages eating disorders

We do allow videos where users talk openly about depression, self-harm, suicide or other mental health issues, or about their own experiences with these issues, to educate the public, raise awareness and help others.

- Depicts (1) unlawful real-world acts of extreme violence, (2) vivid, realistic, or particularly graphic acts of violence and brutality, (3) sexualized violence, including rape, torture, abuse, and humiliation, or (4) animal cruelty or extreme violence towards animals [Read More](#)

Excessive Violence

We do not allow content that:

- Incites violence
- Show people being murdered, tortured, or physically or sexually abused

- o Depict self-mutilation or encourage it
- o Show animals being tortured or killed
- o Display shocking, disgusting, or gruesome images

That said, Vimeo understands that there can be videos that engage with these subjects in a critical, thoughtful way, or bring light to a subject that might otherwise go unreported. Videos that report on real-world situations, particularly in the aftermath of a violent event, sometimes may need to contain some graphic or violent scenes so long as they do not veer into the sensationalistic or exploitative. We will also consider whether there is a valid narrative purpose (in the case of fictional works). However, content that seeks primarily to disturb or shock the viewer (e.g., through the use of gore) will generally not be permitted.

Finally, videos that depict violence in a way that complies with our Guidelines must be marked with a “Mature” content rating to be displayed on Vimeo.com. See [Section 1.6](#) (Content Ratings) below for more information.

- Promotes fraudulent or dubious money-making schemes, proposes an unlawful transaction, or uses deceptive marketing practices [Read More](#)

Deceptive Schemes

We do not allow content that promotes:

- o Illegal schemes (like Pyramid/Ponzi schemes)
- o Businesses that promise wealth with little or no effort
- o Unregistered securities offerings (absent a legal basis)
- o Illegal products or services
- o Products or services (even if legal) using deceptive marketing practices

In addition, users may not use Vimeo.com’s messaging capabilities for unsolicited direct marketing purposes.

- Conveys false or misleading claims about (1) vaccination safety, or (2) health-related information that has a serious potential to cause individual or public harm [Read More](#)

Health Misinformation

We do not allow health-related content that might cause people to take dangerous or unproven treatments or refrain from taking indicated precautions or treatments that the U.S. Centers for Disease Control and Prevention (CDC) or World Health Organization (WHO) recommend. We also do not allow claims that an epidemic or pandemic (such as COVID-19) are conspiracies.

Vaccine Misinformation

We do not allow claims that vaccines are unsafe for a general population unless the CDC or WHO have substantiated the claim. This includes claims that vaccines:

- o Cause or contribute to childhood autism (including the claim that the MMR vaccine is linked to autism)
- o Infant immune systems cannot handle multiple vaccines
- o Natural immunity is better than vaccine-acquired immunity
- o Vaccines contain unsafe toxins
- o Vaccines can infect people with the infectious disease they are trying to prevent
- o Vaccines are not necessary to combat the spread of infectious diseases

In addition, we do not allow content that promotes an agent or treatment for use to vaccinate against a particular infectious disease if it has not been specifically approved for such purpose by the U.S. Food and Drug Administration or another similar governmental body.

Abortion Misinformation

We do not allow content that seeks to provide false or misleading information regarding the safety and availability of abortion care. This includes:

- o Promotion of abortion methods other than chemical or surgical methods deemed safe by the CDC and WHO
- o Claims that misrepresent the safety or side effects of chemical or surgical abortions deemed safe by the CDC and WHO
- o Content that misrepresents the availability of abortion care at a provider
- o Content that misrepresents when an abortion may be safely conducted
- o Claims that ectopic pregnancies can be safely carried to full term
- o Promotion of so-called “abortion reversal pills”

Examples of content that is not prohibited by this policy:

- o Debates about abortion laws (whether pro or con)
- o Objections to abortion based upon religious or moral reasons
- o Debates about when life begins
- o Content promoting safe abortion alternatives

- Spreads false or misleading information about voting or seeks to obstruct voting [Read More](#)

Voter Suppression

We do not allow content that spreads false or misleading information on voter eligibility, voter registration, and the voting process (e.g., time, place, manner, requirements) in a manner that might cause a reasonable voter to fail to take an action that would allow that person to effectively vote. We also do not allow content that seeks to intimidate or harass voters.

Election Interference

We do not allow content that: calls for violence over voting or an election; seeks to intimidate or harass persons who administer voting or elections; or encourages others to do any of the foregoing or to interfere with or obstruct the voting or election process.

Misinformation about Elections Results

We do not allow false and misleading information about the results of an election where the content:

- o contains an explicit or implicit call for violence or unlawful activity;
- o defames, intimidates, or harasses people or companies involved in administering elections; or
- o is part of an apparent campaign to spread disinformation on Vimeo.com (e.g., multiple accounts created to spread the content or other coordinated behavior).

Candidate Eligibility

We do not allow content that spreads false or misleading information about a candidate's technical eligibility requirements for an elected office (e.g., age, citizenship, address).

- Contains (1) claims that a real-world tragedy did not occur; (2) false claims that a violent crime or catastrophe has occurred; or (3) false or misleading information (including fake news, deepfakes,

propaganda, or unproven or debunked conspiracy theories) that creates a serious risk of material harm to a person, group, or the general public [Read More](#)

False and Misleading Content

We do not allow:

- o Claims that established events such as genocides, school shootings, or terrorist attacks did not happen.
- o Claims that a disaster or other emergency did occur when no such event happened.
- o Fake news, highly deceptive manipulated media (e.g., deepfakes), propaganda, conspiracy theory-related content, or any other false and misleading information that creates a serious risk of real-world-harms to individuals, groups, and the general public.

Examples include:

- QAnon-related content
- Disinformation that seeks to stoke violence or insurrection
- War propaganda by foreign governments

- Violates any applicable law

1.4 Screen Name, Profile Picture and Avatar

You may not use screen names, profile pictures or avatars that are offensive (e.g., names with explicit language), depict any nudity, display symbols associated with gangs, hate groups, or terror organizations, or violate the content restrictions in Section 1.3 above.

1.5 Considerations

In making decisions, we consider the entire context of the content to determine whether there may be a valid reason for including certain types of speech, such as newsworthiness, discussion of a religious text, criticism, or dramatic or narrative purposes (for fictional works). Such purposes may not be used, however, as mere devices to justify problematic speech (i.e., Restricted Content under our [Acceptable Use Policy](#), as detailed in Section 1.3 above). We may also consider related content (like title, description, and tags) and information outside of Vimeo, such as the user's activities elsewhere, materials linked from Vimeo, and the intended audience.

1.6 Content Ratings (Vimeo.com only)

For Vimeo.com only: In some cases, you might submit content that complies with our terms, but may not be suitable for all audiences. If you submit a video that, for example, contains permissible nudity, sexuality or other adult themes, you must rate it as "Mature." Please read our [Content Rating](#) guidance for more information.

1.7 Captioning

If you submit content that is also distributed on television, you must provide captioning. Similarly, if you are under any legal obligation to provide captioning, you must do so. Even if you are not required to do so, we strongly encourage you to provide them so that we can provide the best experience possible for people who may have difficulty viewing or listening. For Vimeo.com, please read our [Captions and Subtitles](#) article for more information.

2. Restricted Users

Certain users may not use our services, regardless of their content. These are: gangs, hate groups, terror organizations, members of the foregoing, and persons who are subject to U.S. sanctions. In certain cases, persons who are subject to sanctions by a non-U.S. government may also be included in this category. In addition, if you are in a country or region that is subject to comprehensive U.S. sanctions, you may not purchase software services or hardware from us. [Read More](#)

Banned Groups

We define hate groups as organizations that have adopted, based upon its statements, leaders or activities, a hateful ideology. We define a hateful ideology as a set of beliefs that malign a group based upon personal characteristics. For U.S.-based groups, we consider the Southern Poverty Law Center's designations of hate groups to be conclusive. For non-U.S. groups, we may consider governmental or non-governmental designations. The absence of a group from any list of designated hate groups will not be considered evidence that the group is not a hate group.

We define a terror group as a group that seeks to use criminal acts intended or calculated to provoke a state of terror in the general public to achieve political or ideological goals. We deem the U.S. Federal Bureau of Investigation's list of domestic terror groups and the U.S. Department of State's list of foreign terror groups as conclusive, but not exhaustive.

A gang means any organization that uses fear, intimidation, or violence to conduct or further illegal activities or goals. We may consult relevant national and foreign law enforcement lists to determine whether an entity constitutes a gang.

3. Conduct

Our Code of Conduct, Section 5.3 of our Terms of Service, sets rules that bar users from (among other things) harassing other users, interfering with our technical measures, spamming, or engaging in inauthentic behavior. "Spamming" includes mass distribution of the same or similar content, content containing links intended to sell the user some dubious item, and the use of bots, scripts, or other automated tools for any purpose. "Inauthentic behavior" includes creating fake accounts, liking or commenting on your own content using another account, and purchasing likes or comments from third-parties

4. Reporting Suspected Violations

If you see conduct that violates our terms, you may report it by either flagging it (where provided) or [contact us](#). For Vimeo.com, please read our [Reporting Abuse](#) article for more information.

If you believe that someone has infringed your copyright, please submit a takedown notice using our [Copyright Policy](#). If you are a law enforcement agency seeking information pertaining to a criminal investigation, please consult our [Law Enforcement Guidelines](#).

5. Enforcement

5.1 Approach to Moderation

We endeavor to review specific content that is flagged by our users, third parties, and certain software-based systems. We do not endeavor to review every piece of content uploaded to our systems. In addition, when we do review content, it is usually for a particular reason, and so we do not endeavor to review it for all possible terms violations. Nor do we "pre-clear" any content before submission.

5.2 Suspensions, removals and terminations

Violations may result in suspension or removal of videos, account privileges, or your entire account. Account removal will occur in severe cases, such as where you have wilfully or repeatedly violated our terms or have uploaded extremely inappropriate content. If your account is permanently removed, you may not create a new account.

We endeavor to notify account holders of our enforcement decisions by emailing the registered email addresses on file. For this reason, it is important that you keep the email addresses up to date and regularly check your email.

We may, where appropriate, grant grace periods to comply with our requirements. The failure to address our concerns within the provided timeframe will be considered a violation itself absent good cause.

5.3 Appeals

If you believe that we have made a mistake in moderating your account, you may submit a request to reconsider our decision. [Read More](#)

If your appeal concerns a removal due to a copyright infringement claim, please follow the counter-notice procedures in our [Copyright Policy](#). For all other issues, please follow the procedures below.

To appeal, complete the [Appeals Form](#). In the Form you should (1) identify the content that was removed (and the URL if you have it); (2) provide an explanation of why you believe our decision is in error. Note that arguments such as “I see other people uploading this content” are never considered good excuses.

Where practicable, we will endeavor to provide a response within 30 days. If we ask for additional information, please provide it promptly. Your failure to do so may result in denial of your appeal.

If we find good cause to reverse our initial decision, we will either restore the materials (if we still have them) or allow you to resubmit them. Do not re-upload materials pending an appeal.

Appeals should be filed promptly. We reserve the right to summarily deny appeals that are made 30 days after the removal of content and 60 days after the removal of your account. We also reserve the right not to allow appeals in cases of extreme content, such as CSAM.

6. Legal Effect

These Guidelines provide our definitive views on our restrictions, but are not meant to be exhaustive and shall not be construed to impose limitations or obligations on Vimeo that do not appear in our Terms of Service. We may, from time to time, update our Guidelines to provide guidance on new situations that may arise.