

Vimeo.com, Inc. Transparency Report

In compliance with CA Bill AB 587

About us

Pursuant to CA Bill AB 587, Vimeo is submitting this report covering certain content moderation-related activity during Q4, 2023. This information is provided in the pages that follow.

- Although Vimeo may fall within the definition of “social media company” under CA AB 587 Vimeo.com’s business model is distinct from other social media platforms.
- Vimeo’s primary business is providing an all-in-one video software solution, providing the full breadth of video tools through a software-as-a-service (“SaaS”) model. We provide a single turnkey solution to create, collaborate and communicate with video.
 - Businesses face significant barriers to use video today, including time, cost, lack of technical expertise and the need to pay for and manage multiple software vendors. Vimeo’s cloud-based software eliminates these barriers and solves essential video needs.
 - Vimeo’s target customers include small-to-midsize businesses (SMBs), larger enterprises, marketers, agencies and creative professionals.
- Vimeo hosts user generated video content on vimeo.com but does not offer the types of products, features or services that are commonly used by social media platforms. For example, Vimeo does *not* have or offer any of the following,
 - A “friends” feature - users can follow other users, but Vimeo does not enable any mutual connection feature. Vimeo’s core feature is not to connect with other users; rather, it is enabling users to use video - making, sharing, monetizing it - to achieve their business objectives.
 - Status updates - Vimeo users can only post video content, collections, or comment on someone else's video.
 - Commenting and messaging - while Vimeo does offer commenting and messaging capabilities, there are extremely limited.
 - Tools for widespread dissemination of content.
 - Advertisements - Vimeo does not support advertisements and does not receive any ad-based revenue.

Current 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.

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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](#)
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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

Vimeo Privacy Policy

Last Updated: December 14, 2023

This Privacy Policy explains the information that Vimeo collects when you use our products and services or otherwise interact with us, how that information is used, with whom it may be shared, and your privacy choices.

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1. Introduction

Who we are and what we do

This Privacy Policy covers Vimeo.com, Inc. (collectively, “Vimeo,” “we,” “us,” or “our”). We provide online video hosting, sharing and related services through our owned-and-operated websites, including Vimeo.com and Livestream.com, our branded applications

for mobile and connected devices, and our embeddable video players (collectively, the “services”).

Acceptance and Changes

By registering for, downloading, or using our services, you accept this Privacy Policy, which is part of our [Terms of Service](#). We may modify this Privacy Policy from time to time. We will post any modified version of our Privacy Policy at <https://vimeo.com/privacy>. If we change the Privacy Policy in a way that materially lessens our commitments to you, we will provide notice to registered users by email or other methods.

2. Children's Privacy

We do not knowingly collect personal information from individuals who are under the minimum required ages specified herein. You must be at least 16 years old or the age of majority in your jurisdiction, whichever is greater, to use our services. Individuals under the applicable age may use our services only through a parent or legal guardian's account and with their involvement. If you are a parent or legal guardian who believes your child has provided personal information to Vimeo without your consent, you may ask us to delete such information by contacting us at privacy@vimeo.com.

3. Data We Collect About You

We collect information about you when you use our services. In addition, third parties may collect information about you when you use our services. Collected information may include or reflect personal information that could identify you, as well as non-personal information. We refer to your information as “**your data**” for short.

Account Information

To create an account, you must provide a valid email address and password. If you choose to sign-up and/or authenticate using a third-party account (e.g., Facebook, Google), you authorize us to obtain account information from the third-party platform.

Financial Information

To make a purchase, you may need to provide a valid payment method (e.g., credit card or PayPal account). Your payment information will be collected and processed by our authorized payment vendors. We do not directly collect or store credit or debit card numbers ourselves in the ordinary course of processing transactions. If we allow purchase through a third-party platform (i.e. in-app purchase), the payment method stored with the third-party platform will be charged. If you choose to make a purchase via bank transfer, you must provide the relevant bank account details.

If you sell items or earn money from advertising through our services, you must provide an account to receive funds and tax information, which may include your name, address, and taxpayer identification number.

Content You Submit

You may upload and create content such as videos, text, photographs, and artwork. Your account profile may display information about you and your activities. This information may be accessed by others. Your videos may be viewed and otherwise accessed by others, and associated metadata (e.g., titles, closed captions, descriptions, tags, etc.) may be viewable by others. You may choose to limit the availability of your profile and videos. For more details, see **Section 9**.

Your interactions during events such as live streams and webinars, or with other users (e.g., comments, "likes," poll responses) may be seen by others.

Capture Forms

You may submit information through a capture form set up by a video owner or webinar host. This information will be received by both Vimeo and the video owner and is subject to both Vimeo's Privacy Policy as well as the video owner's privacy policy. Except where Vimeo is the video owner, Vimeo will not use any information you submit through such forms for direct marketing purposes.

Other Information You May Submit

You may submit data to us for limited purposes, such as requesting customer support; participating in a study or survey; entering contests or sweepstakes; applying for a job; or signing up to receive communications from us or another user.

Automatically Collected Information

We automatically collect certain types of data when you use our services, regardless of whether you have an account. This data includes your IP address, technical information about your device (e.g., browser type, operating system, basic device information), the web page you visited or search query you entered before reaching us, and your activities. We may track your activities using cookies and similar technologies. By using our services, you agree to our use of these methods as set forth in our [Cookie Policy](#).

Physical Products

We collect your shipping address to send you products you have ordered.

Information Collected by Third Parties

Some third parties may collect data about you when you use our services. This may include data you submit (such as payment information) or automatically collected information (in the case of third-party analytics providers and advertising partners).

We may obtain data from third parties about you. We may combine that data with information that we have collected. For example, some advertisers or advertising platforms may allow us to determine what other online services you might use so that we may place relevant ads on those services.

4. How We Use Your Data

We may use your data for the following purposes:

- **Identification and authentication:** We use your data to verify you when you access your account.
- **Operating our services:** We use your data to provide our services, process and fulfill orders, provide customer support, and to otherwise comply with our contractual obligations to you. We (and/or our third-party vendors) use your financial information to process purchases made by you and to pay you amounts you have earned.
- **Communicating with you:** We use your data when we communicate with you (e.g., when we respond to a customer support or other inquiry).
- **Improving our services:** We use your data to understand how our services are being used and how we can improve them. In general, we analyze aggregated data, rather than specific user data.
- **Customizing your experience:** We use your data to personalize the service to you. This may include remembering your preferences for language or volume or displaying videos that you might enjoy, based upon your viewing choices.
- **Marketing and advertising:** We use your data to show you ads on third-party sites, and to measure the effectiveness of those ads.
- **Exercising our rights:** Where reasonably necessary, we use your data to exercise our legal rights and prevent abuse of our service. For example, we may use your data to detect and prevent fraud, spam, or content that violates our Terms of Service.
- **Legal compliance:** We use your data where we are legally required to do so. For example, we may need to gather your data to respond to a subpoena or court order.
- **Protecting your information:** Where appropriate, we may anonymize, backup, and delete certain data.

We may use algorithms, machine learning, and other automated means to implement any of the above.

Whenever we process your data for one of these purposes, we have determined that one or more of the following lawful bases apply:

- Performance of a contract;
- Legitimate commercial interest;
- Compliance with a legal obligation; or
- Consent

If you require further information about the balancing test that Vimeo has undertaken to justify its reliance on legitimate interest as a lawful basis of processing, see **Section 15** for information on how to contact us.

5. With Whom We Share Your Data

We share data with third parties as follows:

- **As you instruct:** We may make your profile and videos available to others as you instruct in using our services. We may share your data with persons to whom you have granted account-level access.
- **With your consent:** We may share your data with third parties where we have obtained your express consent to do so.
- **Authorized vendors:** We may share your data with third-party vendors that help us operate our services, process orders, and comply with your instructions and our contractual obligations. This includes payment processors, content delivery networks (CDNs), cloud-based hosting services, monitoring services, email service providers, quality assurance and testing vendors, fraud and abuse prevention vendors, customer relations management (CRM) vendors, chatbot providers, and shipment vendors.
- **Advertising:** We may share your data with advertising companies to display relevant ads to you, and to measure the effectiveness of those ads.
- **Analytics:** We may share your data with analytics providers which help us understand how customers are using our services. We may also share identifying analytics information with the hosts of webinars you attend, and the administrator(s) of your Enterprise Account (see below for more details).
- **Affiliates and advisors:** We may share your data with our auditors and advisors for planning, financial reporting, accounting, auditing, tax filings, and legal compliance. We may share your data with our affiliates to the extent necessary to provide you with the services ordered.
- **Certain legal situations:** We may share your data where we believe disclosure is necessary to comply with a legal obligation or in connection with a corporate transaction as discussed in Section 6.
- **Aggregated or anonymized information:** We may publicly disclose non-personal aggregated or anonymized information such as our number of visitors and registered users.

We use reasonable efforts to vet vendors for their privacy and data security practices. We require that such vendors agree to protect the data we share.

Enterprise Accounts

If you create a Vimeo account using an email address provided or assigned to you by an organization (such as your work email address):

1. Vimeo may share your personal information (e.g., name, email address) with such organization; and
2. The organization may establish a direct relationship with us and migrate your data to the organization's account (an "**Enterprise Account**").

When you use an Enterprise Account, the administrators of the Enterprise Account may:

- Access information about your Enterprise Account activity, including your video viewing history;
- Manage and change the content within your account, including profile information;
- Control your ability to view, edit, or delete content; and
- Delete your account.

The organizational owner of the Enterprise Account, not Vimeo, is responsible for the accounts it controls and its use of its account users' data. Your use of our services is subject to such organization's privacy policies, which may differ from Vimeo's. If you do not want an organization to access or otherwise control your account, use a personal email address and do not use an organizational email address when creating an account. If your account has not yet joined an Enterprise Account, you may update your email address in your account settings to prevent automatically joining in the future.

6. Legal and Safety-Related Disclosures

We may disclose your data in response to official requests (e.g., court orders, subpoenas, search warrants, national security requests, etc.) ("**requests**") that we receive from government authorities or parties to legal proceedings. We direct law enforcement agencies to our [Law Enforcement Guidelines](#) page.

We handle U.S. requests in accordance with U.S. law. If the request originates from a foreign jurisdiction, we will typically disclose information where we in good faith believe that disclosure is permitted by both U.S. law and local law. In all cases, we may raise or waive any legal objection or right available to us, in our sole discretion.

We may disclose user data where we reasonably believe that someone's life is at risk. For example, if we become aware of a person threatening to commit suicide, we may share that person's data with appropriate entities that may have the ability to help.

We may disclose user data to report suspected crimes. We report content suspected of exploiting minors to the National Center for Missing and Exploited Children (NCMEC) along with the data identifying the uploading user.

We may disclose user data in situations involving legal claims against us or one of our users. If you submit a [Digital Millennium Copyright Act \(DMCA\)](#) or other takedown notice, we may share that notice with the affected user. If you challenge such a notice, we may share your response with the complainant.

We may share your data with potential transaction partners, advisors, and others in the event our company is, in whole or part, acquired by a third party. In such case, we will use reasonable efforts to require the acquiring entity to comply with this Privacy Policy.

7. Data Retention

We retain your data for as long as you have an account. When you close an account, we will delete your data. We may retain logs of automatically collected information (for internal analytics and security purposes); your email address; your tax information; communications with you; and your transactional information (for auditing, tax, and financial purposes). When we no longer have a business reason for retaining your data, we will delete or anonymize it.

We retain deleted videos on our servers for a short period in case you wish to reverse deletion. Once we delete a video, we may not be able to recover it. If you have previously made a video public, the video or its thumbnail may be discoverable in a search engine's cache for a time. We have no control over search engines; however, we will, upon request, send a request for deletion to major search engines.

If we receive legal process pertaining to your account, we will retain your data for as long as we in good faith believe is necessary to comply with the legal process. Similarly, if we believe that your account has been involved in wrongdoing, we may preserve your data to defend or assert our rights.

8. Your Privacy Choices

We enable you to make numerous choices about your data:

- You may choose not to provide us with certain information. For example, you may choose not to create an account or not to provide optional account information.
- You may change your account and video privacy settings. See **Section 9** for more details.
- You may change or correct information voluntarily submitted to us. We encourage you to keep your data current by viewing your settings page.

- You may opt out of receiving commercial emails from us. See **Section 10** for more details.
- You may limit the use of cookies. See our Cookie Policy for options.
- You may backup your videos.
- You may close your account (which will delete all videos) or delete certain videos.

Users in certain jurisdictions may have additional rights. See **Section 14** for more details.

9. Account and Video Privacy Settings

As part of our services, we offer you the ability to limit the distribution of your content, including your videos. This section explains some of your choices.

Profile

Some of our online subscription plans enable you to "hide" your profile or otherwise make it inaccessible on our website. Your profile will, however, remain accessible to persons who have access to your account or content.

Team Members

Some of our subscription plans enable you to grant account-level access rights to others. Persons with such access ("**Team Members**") may be able to see and potentially alter your data. You may revoke or downgrade Team Member access at any time.

Videos

We enable you to manage the privacy settings of your videos. [Learn more](#) about available privacy settings. You may change a video's privacy settings at any time. Changes will be applied on a go-forward basis.

You may create a sharable link to your video for the purpose of sharing your video with others or embedding your video on a third-party website (including your own). Creating such a sharable link will override your privacy settings and will allow anyone who enters the link in a browser to view your video without restriction. Similarly, embedding your video on a publicly available website will allow the public to view your video regardless of your privacy settings.

You should exercise caution in granting access to others (whether through link sharing or passwords). Once you have granted access to someone else, you lose a degree of control over the distribution of your video as those persons may share the password and/or link with other people.

Regardless of your profile or video privacy settings, Vimeo reserves the right to inspect them for compliance with its [Terms of Service](#), to provide customer support, or to address technical issues.

10. Communications from Us

Emails

If you create an account, you may receive commercial emails from us. This includes newsletters and offers. You may always opt out from receiving commercial messages in your account settings. Please note that any opt-out request may take several days to process and you will continue to receive transactional emails from us (e.g., emails confirming transactions and/or providing information about your account).

Mobile Device Communications

We may, with your consent, send push notifications in our apps. You may disable these by declining them or changing the app's settings. To the extent provided, we may, with your consent, send SMS messages to your mobile telephone for authentication and security purposes. You may opt out of receiving such messages at any time.

11. Protecting Your Information

We use physical, technical, and organizational security measures to safeguard your data from unauthorized or accidental disclosure. Despite these efforts, no information system can be 100% secure, so we cannot guarantee the absolute security of your information. Users also have a role to play in keeping their data safe. We encourage you to use a unique and hard-to-guess password for your account and to not share it with others. You should only grant access rights to people who you know and trust, and, even then, you should be careful in granting all access rights. You should monitor your account regularly. If you believe that someone has gained access to your account without your permission, please contact us immediately so that we can investigate.

12. Your Responsibilities

You may receive other people's data in using our service. If you receive information from other users, you must process that information in compliance with your published privacy policy and all applicable laws, including those concerning privacy, data security, and online marketing.

13. Third-Party Services

We may provide access to online services that we do not own or operate via hyperlinks or integrations. These services fall outside of this Privacy Policy and we have no control over the data they collect. Once on a third-party site, your data may be collected by others. We encourage you to read our [Third-Party Service Addendum](#) and the privacy policies of such services before using them.

You may use our service through third-party sites. For example, you may watch a video that is embedded on a third-party site or use one of our apps on a third-party platform. This Privacy Policy covers our apps and video players, but does not cover any third-party site or any third-party video player.

14. International Data Transfers and Certain User Rights

14.1 Location of Data

Vimeo is based in the United States. We provide services globally using computer systems, servers, and databases located in the U.S. and other countries. When you use our services from outside of the U.S., your information may be transferred to and processed in the U.S. Please note that U.S. data and privacy laws may not be as comprehensive as those in your country. Residents of certain countries may be subject to additional protections as set forth in **Sections 14.2** and **14.3** below.

14.2 EEA, Swiss, and UK Users

This **Section 14.2** applies only to natural persons residing in the European Economic Area, Switzerland, and the United Kingdom (for the purpose of this section only, "**you**" or "**your**" shall be limited accordingly). It is Vimeo's policy to comply with the EEA's General Data Protection Regulation (GDPR), the UK GDPR, and Switzerland's Federal Act on Data Protection (FADP) (together, "**International Data Protection Laws**"). In accordance with International Data Protection Laws, we may transfer your personal information from your home country to the U.S. (or other countries) based upon the following legal bases:

- Legitimate business interests: We could not provide our services or comply with our legal obligations without transferring your personal information to the U.S.
- Our use of Standard Contractual Clauses (also known as "Model Clauses") where appropriate.
- The EU-U.S. Data Privacy Framework (DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF.

Vimeo complies with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from the EEA, the UK, and Switzerland, respectively. Vimeo has certified that it adheres to the DPF Principles. The following Vimeo subsidiaries also adhere to the DPF Principles: Livestream LLC, Wibbitz, Inc., and Wirewax U.S., Inc. Vimeo remains responsible for any of your personal

information that is shared under the Onward Transfer Principle with third parties for external processing on our behalf. If there is any conflict between the terms in this Privacy Policy and the DPF Principles, the Principles shall govern. To learn more about the DPF program, and to view our certification, visit the [DPF website](#).

If you have an inquiry regarding our privacy practices in relation to our DPF certification, we encourage you to contact us at the address listed in **Section 15**. Vimeo is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission. You may also refer a complaint to your local data protection authority and we will work with them to resolve your concern. In certain circumstances, the DPF provides the right to invoke binding arbitration to resolve complaints not resolved by other means, as described in [Annex I to the DPF Principles](#). You may contact [JAMS](#), our U.S.-based alternative dispute resolution provider, for more information or to file a complaint, at no cost to you.

You have the right to: opt out of non-essential cookies (see our [Cookie Policy](#)); access, correct, delete, restrict, or object to our use of your personal information; be forgotten; port your data; and withdraw consents. We enable exercise of these rights primarily through our services (which we reserve the right to modify). For example, we allow users to change their information, download their videos, and close their accounts. We also fulfill our obligations in response to direct requests. We will endeavor to process requests within one month. Please note that we may not be able to comply with requests to the extent that they would cause us to violate any law or infringe any other person's rights. We reserve the right to request appropriate identification. We will process requests free of charge unless they would impose an unreasonable cost on us.

14.3 U.S. State Privacy Disclosures and Consumer Rights

Additional details about Vimeo's data collection, use, and third-party disclosures can be found in our [U.S. State Privacy Notice](#).

15. How to Contact Us

For any questions, inquiries, or complaints relating to your privacy, please contact us at:

Vimeo.com, Inc.

Attention: Data Protection Officer

330 West 34th Street, 10th Floor

New York, New York 10001

privacy@vimeo.com

Alternatively, if you are in the UK, EU/EEA or Switzerland and would like to exercise your rights or have questions about our processing of personal information, you may contact our local representative.

For the UK: RA Robert Niedermeier, DATA BUSINESS SERVICES GmbH & CO KG-UK, Golden Cross House, 8 Duncannon Street, Greater London WC2N4JF, London, England; or by email at niedermeier@db5.io.

For the EU/EEA: RA Robert Niedermeier, DATA BUSINESS SERVICES GmbH & CO KG-Germany, Noerdliche Muenchner Str 47, 82031 Gruenwald/Munich, Germany; or by email at niedermeier@db5.io.

For Switzerland: RA Robert Niedermeier, DATA BUSINESS SERVICES GmbH & CO KG-Switzerland, Badenerstrasse 549, City West, Zurich, CH-8048; or by email at niedermeier@db5.io.

Vimeo Cookie Policy

Last Updated: May 21, 2021

Vimeo.com, Inc. ("**Vimeo**", "**we**", or "**us**") uses cookies and similar tracking technologies on Vimeo.com, Livestream.com (and related sites), Vimeo-branded applications for connected devices ("**apps**"), the Livestream video player and the Vimeo embeddable video player. By using any of our websites, apps, or players, you consent to the placement and use of cookies and similar technologies on your device. This Cookie Policy forms part of the [Vimeo Privacy Policy](#).

Cookie Basics

A cookie is a small text file that is stored in your web browser that allows Vimeo or a third party to recognize you using a unique identifier.

Who sets them: First-party cookies are set by Vimeo. Third-party cookies are set by companies other than Vimeo, such as analytics providers and advertisers.

What they do: "Essential" cookies enable services we offer. "Non-essential" cookies help us understand how our services are being used (i.e., analytics) and deliver advertisements. Some cookies may track you across multiple websites you visit (including ones not operated by us) to help deliver advertisements that may be relevant to you.

How long they last: Cookies may be either "session" or "persistent." A session cookie expires (i.e., is deleted) when you close your browser. A persistent cookie remains until it expires or you delete the cookies via your browser settings. Expiration dates are set in the cookies themselves and may vary in length, depending on the purpose of the cookie.

Cookies Found on Vimeo Services

We use all types of cookies in our web-based services.

Vimeo websites: When you visit a Vimeo website, Vimeo and third parties will set cookies in your browser. Vimeo sets essential cookies to enable certain features and remember your preferences. For example, cookies keep you logged in, allow you to purchase items, and maintain your language and volume settings. Third parties set cookies for both essential and non-essential purposes including analytics (e.g., Google Analytics) and advertising (e.g., Facebook). These third parties may use cookies, web beacons, and other storage technologies to collect or receive information from our websites and elsewhere on the internet, and use that information to provide measurement services and target ads.

Vimeo video player: Vimeo's embeddable video player uses first-party cookies that we consider essential to the video player experience. We do not use third-party analytics or advertising cookies when our video player appears on a third-party website, unless (i) the website visitor is logged in to their Vimeo account and (ii) the user who embedded the video has not implemented the [DNT Parameter](#). Please note that a third-party website may place cookies of its own. We have no control over third-party websites or the cookies they set.

Changing Your Cookie Preferences

You may limit the cookies set in your browser by taking the steps described below. Note that declining cookies may impact your ability to use our services.

Browser settings: You may change your browser's settings to delete cookies that have already been set and to reject new cookies. To learn more, visit the help pages of your browser:

- [Firefox](#)
- [Chrome](#)
- [Safari](#)
- [Microsoft Edge](#)
- [Internet Explorer](#)

You may also visit our sites in your browser's "private" or "incognito" mode, in which case cookies will be set, but deleted when you close your browser.

EU users: Users located in the EU may adjust their preferences in their Cookie Settings.

Third party advertising opt-outs: Certain third parties provide ways to opt out of advertising cookies across multiple sites. You can learn more by visiting the sites of the Network Advertising Initiative (<https://optout.networkadvertising.org>) or the Digital

Advertising Alliance (<https://www.aboutads.info>). In addition, there are third party plugins and apps that help manage cookies.

Google cookies: Google provides ways to manage or opt out certain of its advertising cookies (<https://adssettings.google.com>) and analytics cookies (<https://tools.google.com/dlpage/gaoptout>). You may read Google's Privacy Policy at <https://policies.google.com/privacy>.

Similar Technologies

We use technologies that resemble cookies to help track user activities and preferences. For example, we may use web beacons (tiny graphics with a unique identifier embedded on web pages or emails) to track your activities and communicate with cookies. You cannot opt out of web beacons used on webpages, but you can limit their use by opting out of the cookies they interact with. You can opt out of web beacons used in emails by setting your email client to render emails in text mode only.

Mobile Apps

Our apps (e.g., for iOS, tvOS, Android, and Roku) do not use cookies, but may use tracking technologies to, for example, authenticate you as a registered user, allow you to use the app's features, and help us understand how our apps are being used. You cannot opt out of these mobile tracking technologies, but you may delete your apps and use the web versions of our services instead.

Vimeo Copyright Policy

Last Updated: September 1, 2022

This **Vimeo Copyright Policy** is a part of Vimeo's [Terms of Service](#) and sets forth the process by which copyright holders and their agents may remove allegedly infringing materials available on one of Vimeo's online services.

1. DMCA Policy

Vimeo respects the intellectual property of others and expects its users to do the same. Each user must ensure that the materials they upload do not infringe any third-party copyright. Vimeo will promptly remove materials in accordance with the Digital Millennium Copyright Act ("DMCA") when properly notified that the materials infringe a third party's copyright. **Vimeo will also, in appropriate circumstances, terminate the accounts of repeat copyright infringers.**

In filing any request, please ensure that your notice is complete and that your statements are accurate. If we request additional information necessary to make your notice complete, please provide that information promptly. If you fail to provide the required information, your request may not be processed further. For non-copyright complaints, please see our [Trademark Infringement Complaint Form](#) or our [Privacy Complaint Form](#).

2. DMCA Takedown Notices

To request the removal of materials based upon copyright infringement, you must file a notice containing the following:

1. Your name, address, telephone number, and email address (if any).
2. A description of the copyrighted work that you claim has been infringed.
3. A description of where on Vimeo's service the material that you claim is infringing may be found, sufficient for Vimeo to locate the material (e.g., the URL for the video).
4. A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law.
5. A statement by you UNDER PENALTY OF PERJURY that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
6. Your electronic or physical signature.

You may file your notice:

- Online: [Vimeo DMCA Claim Form](#)
- By email: dmca@vimeo.com
- Offline: [Vimeo's Copyright Agent](#)

Vimeo may disclose notices with affected users and third-party databases that collect information about copyright takedown notices.

3. DMCA Counter-Notifications

If you are a Vimeo user who wishes to challenge the removal of materials caused by a DMCA takedown notice, you must file a counter-notification containing the following:

1. Your name, address, and telephone number.
2. A description of the material that was removed and the location on Vimeo's service where it previously appeared (e.g., the URL of the video).
3. A statement UNDER PENALTY OF PERJURY that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification.
4. A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is outside

of the United States, any judicial district in which Vimeo may be found (the United States District Court for the Southern District of New York), and that you will accept service of process from the person who filed the original DMCA notice or an agent of that person.

5. Your electronic or physical signature.

You may submit this notice:

- Online: [Vimeo DMCA Counter-Notification Form](#)
- By email: dmca@vimeo.com
- Offline: [Vimeo's Copyright Agent](#)

Vimeo will forward any complete counter-notification to the person who filed the original DMCA notice. The copyright owner(s) may elect to file a lawsuit against you for copyright infringement. If we do not receive notice that such a lawsuit has been filed within ten (10) business days after we provide notice of your counter-notification, we may restore the challenged materials. Until that time, your materials will remain removed.

4. Repeat Infringers

Vimeo will terminate user accounts that receive three (3) DMCA strikes. A “DMCA strike” accrues each time that material is removed from a user’s account due to a DMCA notice. We may group multiple DMCA notices received within a short period of time as a single DMCA strike.

We may remove a DMCA strike in appropriate circumstances, such as where (1) the underlying material is ultimately restored due to a DMCA counter-notification; or (2) the claimant withdraws the underlying notice.

We may terminate user accounts that receive fewer than three (3) DMCA strikes in appropriate circumstances, such as where the user has a history of violating or willfully disregarding our [Terms of Service](#).

5. Vimeo's Copyright Agent

You may address inquiries to Vimeo’s Copyright Agent:

Vimeo.com, Inc.

Attn: Legal Dept. – Copyright Agent

330 West 34th Street, 5th Floor

New York, New York 10001

dmca@vimeo.com

Vimeo Government Entity Addendum

Last Updated: April 15, 2021

This **Vimeo Government Entity Addendum** is a part of Vimeo's [Terms of Service](#) and sets forth additional terms for U.S. government entities that conduct business with Vimeo.

1. Amendment to Terms of Service.

To the extent that you are (a) an official United States federal, state, or local government agency or body, (b) using our services in your official capacity, and (c) are prohibited by any law, regulation, rule, or ordinance from accepting all provisions of the Terms of Service, the following amendments to the Terms of Service apply:

1.1 The indemnification provisions do not apply to you.

1.2 The mandatory arbitration provisions do not apply to you.

1.3 The choice of law and choice of venue provisions do not apply to you.

1.4 If you have purchased subscription services, your subscription shall not automatically renew unless you continue using the applicable service after the then-current term.

1.5 If your profile page is public, you shall identify yourself by your official agency/body name on the page and provide a link to your official website (if any).

1.6 We may identify you as a customer in our marketing and investor materials, but we will not suggest that you endorse or prefer our services or that you consider them to be superior to other products or services.

2. Children's Internet Protection Act.

Upon request by a school, library, or other publicly-funded institution, we will impose mandatory filtering of self-rated mature content on IP addresses associated with the institution. Please contact us [here](#) for details. You must provide the relevant IP range and update us if it changes.

3. U.S. Government Contracting.

Vimeo provides the Services, including related documentation, to the U.S. Government as "commercial items," "commercial computer software," and "commercial computer software documentation" as defined in the Federal Acquisition Regulation. The Services are licensed to you with only the rights provided under the Terms of Service.

Vimeo is registered in the [System for Award Management](#) (SAM) to conduct business with the U.S. Government.

Third-Party Service Addendum

Last Updated: December 14, 2023

This **Third-Party Service Addendum** is a part of Vimeo's [Terms of Service](#) and governs your use of third-party services ("**Third-Party Services**") that you choose to use in connection with our services (for the purpose of this Addendum, the "**Vimeo Services**"). Third-Party Services may include third-party platforms (such as the Apple App Store and Google Play), third-party APIs, third-party logins, and other integrations of third-party services within Vimeo Services (e.g., email service providers, payment providers, analytics providers, etc.).

1. General

We may disallow you from using or connecting your Vimeo account to any Third-Party Service based upon a violation of our Terms of Service. We may disallow you from connecting your Vimeo account to any unauthorized Third-Party Service for any reason.

2. Third-Party Agreements

Your use of Third-Party Services is governed by the terms of service agreements of the respective service providers. You are solely responsible for your own compliance with these agreements. Failure to comply may result in the termination of your account with a Third-Party Service provider and inability to use a particular feature we offer.

3. Privacy

By using a Third-Party Service, you agree that your personal information may be collected by the applicable service provider. Such information is governed by the service provider's privacy policy, not Vimeo's.

4. Functionality

Certain features that we provide only work when you connect certain Third-Party Services. Your failure to do so may result in limited or unavailable functionality. We will not be responsible for any feature unavailability that arises from your inability to maintain an account with a Third-Party Service.

5. Customer Support

Vimeo is not responsible for providing customer service with respect to Third-Party Services.

6. No Representations or Warranties

Vimeo is not responsible for actions or omissions by Third-Party Service providers and makes no representations or warranties about those services. Vimeo does not guarantee that it will maintain any specific integration with any Third-Party Service and it reserves the right to modify integrations, discontinue integrations, swap providers, or provide the same service by itself.

7. Specific Third Parties

7.1 Apple

With respect to our Apps for iOS or tvOS only, Apple, Inc. ("**Apple**") shall be deemed an intended third party beneficiary of the terms of our terms of service that apply to our Apple Apps vis-a-vis you. In addition, and without creating any obligation, Vimeo, not Apple, shall be responsible for fulfilling any obligations relating to the operation of our Apple Apps except for any obligations arising from Apple's contracts with you.

7.2 LinkedIn

If you connect your LinkedIn account to your Vimeo account, Vimeo will receive and store certain LinkedIn profile data. Vimeo will delete any stored LinkedIn data if you disconnect your account.

7.3 Shopify

If you connect your Shopify Merchant account, Vimeo's Shopify App may be linked to your Vimeo account. Vimeo is solely responsible and liable for the Vimeo Shopify App(s), including liability arising from development, use, marketing or distribution of or access to the Vimeo Shopify App(s). Shopify is not liable for any harm that may result from installation or use of the Vimeo Shopify App(s). Except where expressly stated by Shopify, Shopify cannot provide assistance with the installation or use of the Vimeo Shopify App(s).

7.4 YouTube

If you use the YouTube API, you agree to be bound by YouTube's Terms of Service, available at <https://youtube.com/t/terms>, and Google's Privacy Policy, available at <https://policies.google.com/privacy>. If you have connected your YouTube account to your Vimeo account via the YouTube API, you may revoke access to your data via the Google security settings page, available at <https://myaccount.google.com/permissions>.

7.5 Google Maps

If you use the Google Maps features or content on Vimeo, you agree to be bound by the Google Maps/Google Earth Additional Terms of Service, available at https://maps.google.com/help/terms_maps.html, and Google's Privacy Policy, available at <https://policies.google.com/privacy>.

7.6 Samsung Tizen

If you are on an Enterprise plan and order a Samsung Tizen application powered by our "Vimeo OTT" platform, you agree to be bound by Samsung Electronics Co., Ltd.'s Terms and Conditions, available at <https://seller.samsungapps.com/tv/contract/tnc>.

Vimeo Create Addendum

Last Updated: December 14, 2023

This Vimeo Create Addendum is a part of Vimeo's [Terms of Service](#) and governs your use of our video creation tools ("**Vimeo Create**").

1. **Availability.** The Vimeo Create features available to you will depend on your plan or, if you are a member of a team account, your user role.
2. **License by You.** You may submit your own audio, images, text, video clips, and other works of authorship (collectively, "**Your Content**") to us for the purpose of creating a video using Vimeo Create. By doing so, you grant Vimeo a limited, worldwide, royalty-free license to analyze and make derivative works from Your Content for the purpose of creating a video at your direction. If you save the video, you will be deemed to have submitted the video pursuant to Section 6.1 of the Terms of Service.
3. **License from Vimeo.** Subject to your compliance with the terms hereof, Vimeo hereby grants you a limited, revocable, worldwide, royalty-free, non-exclusive, **non-sublicensable** and **non-assignable** right and license to use, stream, distribute, publicly perform and display each video created using Vimeo Create for any permitted purpose. You may not create videos using Vimeo Create for third parties.

4. **Licensed Content.** We may provide stock audio, images, or videos from third-party licensors (collectively, “**Licensed Content**”) for use in videos that you create using Vimeo Create. Subject to your compliance with the terms set forth herein, you may: (a) use Licensed Content available to your account type solely for creating original videos using Vimeo Create; and (b) distribute videos containing Licensed Content solely on or through Vimeo owned-and-operated online properties, YouTube, Facebook, Instagram, Twitter, and other similar online platforms that allow users to upload and share content. You may not distribute videos containing Licensed Content through any other means without our prior written approval.
5. **Restrictions.** You may not (a) resell or file-share Licensed Content separately from your videos; (b) use or distribute Licensed Content other than as expressly permitted herein; or (c) create works that contain, in substance, only Licensed Content. You may only use Licensed Content from editorial collections in an editorial manner (i.e., relating to events that are newsworthy or of public interest), and not for any commercial, promotional, endorsement, advertising, merchandising, or any other purpose.
6. **Intellectual Property.** As between you and us, all Licensed Content is owned by the applicable licensor and Your Content is owned by you. All rights not expressly granted herein are reserved.
7. **Other Terms.** All other terms set forth in Vimeo’s [Terms of Service](#) (including Section 7 ([Your Obligations](#))) govern your use of Vimeo Create. To the extent there is an express inconsistency between the two documents, this addendum will prevail.

Vimeo Artificial Intelligence Addendum

Last Updated: December 14, 2023

This **Vimeo Artificial Intelligence Addendum** is a part of Vimeo’s [Terms of Service](#) and governs your use of our Generative Tools (defined below).

1. **Access.** We may allow you to use our features that incorporate artificial intelligence tools and other technology (“**Generative Tools**”) to generate text, audio, video, and other content (“**Output**”) in response to prompts and other input (“**Input**”). Generative Tools are typically identified with a sparkle icon. You may disable access to certain Generative Tools in your account settings.
2. **Limitations.** Outputs may not be unique, and it is possible that the Generative Tools may generate the same or similar Output for other users if the Inputs are similar. The Generative Tools are experimental and may produce Output that is inaccurate, unreliable, inappropriate, infringing, offensive, or otherwise

unsuitable. The use of Generative Tools may affect your ability to obtain or enforce any intellectual property rights in or to the Output.

3. **License by You.** For any Output you are capable of asserting intellectual property rights in, you grant Vimeo a non-exclusive, worldwide, transferable, sublicensable, and royalty-free license to use, reproduce, prepare derivative works of, distribute, and perform and display publicly such Output (consistent with your [privacy settings](#)) to provide, support, and improve our Services.
4. **Restrictions.** You may not use the Generative Tools or the resulting Output in a manner that may infringe upon or violate the rights of any third party or violate any applicable laws, rules, or regulations, or our [Terms of Service](#). You may not submit any Input that contains personal or sensitive information.
5. **Your Responsibilities.** You acknowledge and agree that (a) you are solely responsible for vetting and evaluating the accuracy, appropriateness, legality, and suitability for your use of any Output before using it, including evaluating whether such use will infringe upon or violate the rights of others; (b) you assume all risk associated with your use of the Generative Tools and its resulting Output and that Vimeo will have no liability for such use; and (c) it is your responsibility to comply with any laws or regulations requiring notification of the use of artificial intelligence to generate Output.
6. **Third-Party Providers.** Your use of the Generative Tools may involve access to your Inputs and Outputs by third-party providers. Our third-party providers have agreed not to use your Inputs or Outputs to train their artificial intelligence models.
7. **Other Terms.** All other terms set forth in Vimeo's [Terms of Service](#) (including Section 7 ([Your Obligations](#))) govern your use of Generative Tools. To the extent there is an express inconsistency between the two documents, this addendum will prevail.

Vimeo On Demand Viewer Agreement

Last Updated: March 12, 2019

This **Vimeo On Demand Viewer Agreement** is a part of Vimeo's [Terms of Service](#) and covers purchases of content on Vimeo On Demand.

1. Title by Title Viewing

1.1 You may purchase videos on a title-by-title basis, either on a "rent" or "buy" basis, for a one-time fee (displayed at the point of purchase), plus any taxes).

1.2 If you "rent" a video, you will have the right to stream it an unlimited number of times during your rental period (displayed at the time of purchase).

1.3 If you “buy” a video, you will have the right to stream it an unlimited number of times for so long as it is available on Vimeo On Demand. If the seller permits download, you may download the video file and retain a single copy for your personal use.

2. Subscriptions

2.1 You may purchase subscriptions to video channels for a recurring fee (displayed at the time of purchase). Upon payment of the initial fee, you may stream videos available in that channel during your subscription period.

2.2 Your subscription will automatically renew for the same period of time as your initial subscription period (e.g., month, year) until you cancel automatic renewal. Your payment method will be charged the subscription fee (plus any applicable taxes) at the beginning of each renewal period. You may cancel automatic renewal any time by adjusting your [settings](#).

3. Viewing Restrictions

You may stream videos that you have purchased (whether by “rent,” “buy,” or subscription) for your personal viewing purposes. You may not: (a) transmit or distribute any video through any means; (b) publicly exhibit any video; (c) resell views of any video; or (d) allow others to log into your Vimeo account for the purpose of watching a video. All rights not granted are expressly reserved by Vimeo and each seller.

4. Content Availability

4.1 Videos are provided on an as-available basis. Vimeo does not guarantee that any particular video will be available for streaming or download after purchase. If a video becomes unavailable for any reason, Vimeo may, without penalty, eliminate or reduce the amount of time you have to stream the video.

4.2 Videos may be offered for sale in different formats (e.g, SD, HD, 4K, etc.). Your ability to stream a video in a particular format will depend upon your device and the bandwidth of your Internet connection.

4.3 Some videos may not be available for viewing on all devices or in all territories. Please check the Vimeo On Demand page for details before purchase.

4.4 Titles are made available to the purchasers exclusively through their Vimeo account. You must maintain your account in good standing in order to stream purchased videos. If your account is deleted, you will lose the ability to watch videos that you have purchased. Under no circumstances will we transfer viewing privileges to other accounts or platforms.

5. Refund Policy

All purchases are final and non-refundable. Refunds are not available for, among other things, partial subscription periods or unwatched videos. Notwithstanding the foregoing, Vimeo has the right, but not obligation to, in its sole discretion, issue refunds if it determines that the circumstances warrant a refund.

Vimeo Stock Footage License

Last Updated: September 1, 2022

This Vimeo Stock Footage License Agreement ("**License**") is made by Vimeo.com, Inc. ("**Vimeo**") in favor of Licensee with respect to the Licensed Work "purchased" by Licensee through the Vimeo Stock service upon payment of the License Fee. **After making a purchase, please print or save this document and your receipt for your records.**

1. Definitions.

1.1 "Composite" means a watermarked, low-resolution version of a Licensed Work.

1.2 "License Fee" means the fee displayed at the point of purchase. Licensee must pay the License Fee, and any applicable taxes, upon purchase. All purchases are final and non-refundable.

1.3 "Licensed Work" means the stock video footage clip(s) that Licensee selects and "purchases" from Vimeo. If the Licensed Work is offered in different resolutions at different prices, the Licensed Work shall be limited to the specific version purchased.

1.4 "Licensee" means the owner of the Vimeo account that purchases the Licensed Work. If the Vimeo account owner is an organizational entity, the organization shall designate a single employee who will have the sole right to use the Licensed Work as permitted hereunder.

1.5 "Licensee Project" means an existing or future audiovisual work created or owned by Licensee.

1.6 "Permitted Distribution" means distribution, whether monetized or not, by (a) online means; and (b) limited theatrical or online release within the context of a film festival. For clarity, Permitted Distribution does not include linear television (e.g., broadcast, cablecast, or satellite television), physical media (e.g., DVDs or Blu-Ray discs), or commercial theatrical release.

2. Rights Granted.

2.1 Licensed Work. Subject to Licensee's compliance with the terms hereof, Vimeo grants Licensee a limited, non-exclusive, worldwide, perpetual, fully paid-up and royalty-free, non-transferrable, non-assignable, non-sublicensable right and license to incorporate the Licensed Work (or a part thereof) within one or more Licensee Project(s) for Permitted Distribution. The foregoing license includes the right to make copies of the Licensed Work for internal purposes and the right to stream, distribute, transmit, publicly perform, adapt, and sublicense the Licensed Work as part of each Licensee Project for Permitted Distribution, but not as a standalone work.

2.2 Delivery of Video Files. Upon purchase, the Licensed Work will be made available for download through the Vimeo Stock service.

2.3 Evaluation Rights. Subject to their compliance with this License and Vimeo's Terms of Service, <https://vimeo.com/terms>, registered Vimeo users may download a Composite on a gratis basis for evaluation purposes only. This evaluation license will last 30 days from download and may be revoked by Vimeo at any time. No Composite may be used in any final or publicly available video or other work. No watermark may be removed or altered.

3. Restrictions.

3.1 Prohibited Uses. Licensee shall not use or otherwise exploit the Licensed Work in any work that:

- depicts sexual activity; is pornographic or obscene; contains defamatory statements; contains hateful or discriminatory speech; contains excessive violence; infringes upon any third party's rights; or violates any applicable law;
- advertises or promotes any of the following: online gambling; alcohol; tobacco (including e-cigarettes); pharmaceutical products; illegal or recreational drugs; firearms; or any sex industry products or services; or
- presents any recognizable person from the Licensed Work in a manner that (i) would be considered unflattering or unduly controversial by a reasonable person or (ii) is connected to political campaigning (including the endorsement of any party, candidate, or platform or any negative political advertisement).

3.2 No Use of Stills. Licensee may not, without Vimeo's prior written consent, use stills (i.e., single frames) from the Licensed Work: (i) in any advertisement or physical or digital poster for a Licensee Project, (ii) in any cover for any physical media concerning a Licensee Project, (iii) as a "thumbnail" to represent a Licensee Project, regardless of whether other content is added, (iv) in electronic or digital templates for the purpose of resale or other distribution, (v) to create any customized products for the purpose of resale to a third-party, or (vi) in trademark, design mark, tradename, business name, service mark or logo.

3.3 No Standalone Use. Licensee may not sell, distribute, sublicense, or otherwise exploit the Licensed Work separately from the Licensee Project. The Licensee Project must not consist substantially of the Licensed Work alone and may not be used as a means for reselling stock footage.

3.4. No Machine Learning, AI or Biometric Technology Use. Licensee may not use the Licensed Work for any machine learning and/or artificial intelligence purposes, or in connection with any technologies designed or intended for the identification of natural persons.

3.5. No Metadata Exploitation. Licensee may not use the caption information, keywords, accompanying text or other metadata associated with the Licensed Work separate and apart from the Licensed Work, or allow third parties to access or use any such information.

3.6. Attribution. Licensee is not required to provide attribution with respect to the authorized use of the Licensed Work, **provided** that if Licensee provides attribution to other stock content providers, then it shall provide similar attribution with respect to the Licensed Work. To the extent Licensee provides attribution (whether voluntarily or as required), Licensee shall, at a minimum, list Vimeo.com, Inc. and the name of the original licensor (i.e., the creator who developed the Licensed Work).

3.7. Audit. Within 30 days of receiving written notice from Vimeo, Licensee must provide Vimeo with free access to copies of the final Licensee Project(s) containing the Licensed Work for the purpose of determining compliance with the terms hereof.

4. Termination.

This License shall automatically terminate upon Licensee's breach of **Section 3.1** or failure to pay the License Fee. Vimeo may terminate this License for any other breach by Licensee if, after providing 30 days' notice of the breach, the breach remains uncured. In the event of termination, Licensee must cease using the Licensed Work in any way, delete or destroy all copies of the Licensed Work (to the extent practicable and legally permissible), and confirm to Vimeo in writing that it has done so.

5. Intellectual Property.

As between Vimeo and Licensee, all right, title, and interest in and to the Licensed Work and any Composite shall remain the property of Vimeo and/or the original licensor. All rights not expressly granted are reserved. Licensee may not represent or suggest that it (a) is endorsed by or affiliated with Vimeo, the original licensor, or any person featured in the Licensed Work; or (b) is the owner or original creator of the Licensed Work or any work that is comprised mostly of the Licensed Work.

6. Representations and Warranties.

(a) Each party represents and warrants that it has the right and authority to enter into this License. (b) Vimeo represents and warrants that (i) it has the right to grant the licenses set forth herein; and (ii) to the best of Vimeo's knowledge, the Licensed Work, in its original, unaltered form, does not infringe upon any third-party intellectual property right. (c) Licensee represents and warrants that each Licensee Project (except for the Licensed Work) does not and will not violate any third-party rights, including intellectual property rights.

7. Limitations on Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VIMEO SHALL NOT BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS, PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES; OR (B) ANY AMOUNT EXCEEDING TEN THOUSAND DOLLARS (USD \$10,000) PER LICENSED WORK.

8. Disclaimers.

Vimeo provides the Licensed Work on an "as is" basis. Vimeo makes no promises that the Licensed Work will be suitable for Licensee's needs or that the digital files relating to the Licensed Work will be available in perpetuity. EXCEPT AS EXPRESSLY PROVIDED HEREIN, VIMEO DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED.

9. Indemnification.

9.1 Vimeo Obligations. Subject to the terms hereof, Vimeo will defend, indemnify, and hold Licensee harmless from any and all losses (including reasonable outside attorneys' fees) ("**Losses**") arising out of any third-party claim (a "**Claim**") that the Licensed Work or its authorized use by Licensee infringes upon any third-party right (including any intellectual property right).

9.2 Procedure. Licensee must, within 10 business days of becoming aware of a Claim or threat of a Claim, provide written notice to Vimeo at legal@vimeo.com with a physical copy delivered by courier to Vimeo at the address below. Licensee agrees that this notice is a condition precedent to any right to indemnification and defense and that time is of the essence. Vimeo shall have the right to defend or settle any Claim, **provided** that Vimeo may not make admissions on Licensee's behalf or impose obligations upon Licensee without Licensee's prior written consent, not to be unreasonably withheld. Licensee must reasonably cooperate with Vimeo's defense of any Claim.

9.3 Make-Goods. In the event of a third-party claim, Vimeo may, in its sole discretion, provide a reasonable replacement for the Licensed Work. Should Vimeo do so, Licensee shall cease using the previous version. The replacement work will be licensed pursuant to the terms hereof as if originally licensed by Licensee.

9.4 Limitations. Vimeo shall have no indemnification or defense obligations for claims or losses (a) that exceed the monetary cap set forth in **Section 7(b)**; (b) arising from the use of the Licensed Work in violation of this License; (c) arising from other content used in conjunction with the Licensed Work; or (d) arising from continued use of the original Licensed Work after Vimeo provides a replacement in accordance with **Section 9.3**.

9.5 Licensee Obligations. Licensee will indemnify, defend, and hold harmless Vimeo and its subsidiaries, parents, affiliates, directors, officers, employees, agents, and original licensors from all Losses arising from any Claim arising from: (a) the use of the Licensed Work in violation of this License; (b) Licensee's breach of any term hereof; or (c) any Licensee Project (except for the Licensed Work) or any materials used in conjunction with the Licensed Work.

10. General.

This License (a) shall be governed by the laws of the State of New York, without reference to conflict of laws principles; (b) sets forth the entire understanding of the parties regarding the Licensed Work; and (c) may not be modified except in a writing that is physically signed by an authorized representative of Vimeo. Any dispute arising out of or relating to this License shall be commenced in the state or federal courts located in New York County, New York. IN ANY SUCH ACTION, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY.

11. Notices.

For inquiries regarding this License, please contact us [here](#). Notices shall be sent to Vimeo at the address below:

Vimeo.com, Inc.

Attention: General Counsel

330 West 34th Street, 5th Floor

New York, New York 10001

Vimeo Seller Addendum

Last Updated: April 15, 2022

This **Vimeo Seller Addendum** is a part of Vimeo's [Terms of Service](#) and sets forth the terms and conditions by which you may (a) offer content for sale using our "**Vimeo On Demand**" platform; (b) offer content through your own branded sites and applications powered by our "**Vimeo OTT**" platform; and (c) accept donations using our **Livestream** platform.

1. Eligibility.

To sell or offer content through Vimeo On Demand, you must use and maintain a Vimeo account that allows Vimeo On Demand distribution. To sell or offer content through Vimeo OTT, you must use and maintain a Vimeo OTT producer account. To enable donations, you must have an appropriate plan that provides this feature.

2. Selling Options.

For title-by-title sales, you may select: (a) the purchase options (rent or buy); (b) the price per title; (c) the rental period (rental only); and (d) the distribution territory. For subscription sales to a collection of titles, you may select: (a) the subscription period; (b) the price per subscription period; (c) a free-trial period (not to exceed one month); and (d) the distribution territory. When you add a new video to a subscription series, it will automatically become available for viewing by subscribers.

3. Donations.

Our Livestream platform may allow you to accept donations from users using a third-party payment solution. To enable this feature, you must use our payment vendor and comply with its terms of service. Vimeo is not responsible for payments made through this solution.

4. User Content.

If you allow end users to submit comments on an online forum that you moderate or on your Vimeo OTT site and/or apps, you must moderate that content consistent with our [Acceptable Use Policy](#).

5. Licenses.

5.1 Limited License. You hereby grant Vimeo the right and license to reproduce, distribute, transmit, sublicense (to end users for their personal viewing), transcode, publicly perform and exhibit, and otherwise exploit and promote the video (and all related content that you may upload, including poster and video description) in accordance with your choices. You also grant Vimeo the right (but not the obligation) to use and authorize others to use your name(s), likeness(es), biographical material(s), or voice(s), as contained in the content you upload, in any media for the purpose of promoting your videos or series.

5.2 License Period. The above licenses will continue so long as you offer content for sale. If you remove content, Vimeo (a) will cease offering it for sale to new viewers; and (b) may, in its discretion, continue to make the content available to those users who previously purchased the content or provide full or partial refunds to such persons.

6. Economics.

6.1 Your Revenue. To the extent that Vimeo collects revenue from consumers with respect to the sales of your videos, Vimeo will charge the applicable fees set forth below and, subject to the terms hereof, remit the remaining amounts, less taxes, chargebacks and related fees, and refunds to you (such net amounts, "**Creator Revenue**").

6.2 Vimeo On Demand Fee. For each sale on Vimeo On Demand, you agree to pay Vimeo a service fee equal to 10% of the transaction amount plus the Transaction Costs. "**Transaction Costs**" are amounts paid by Vimeo to third parties to facilitate a transaction and include, without limitation, payment processing fees, foreign exchange fees, and platform fees (e.g., for in-app purchase).

6.3 Vimeo OTT Fees. For use of Vimeo OTT, you agree to pay the following fees:

6.3.1 TVOD/EST. For title-by-title sales (i.e., TVOD or EST), Vimeo will charge (a) a service fee equal to 10% of the transaction amount; and (b) a transaction fee equal to \$0.50 per transaction.

6.3.2 SVOD. For initial and renewal subscription sales (i.e., SVOD), Vimeo will charge (a) a service fee equal to \$1.00 per subscriber per month; and (b) if Vimeo processes the consumer's payment, a transaction fee equal to 2.5% of the transaction amount plus \$0.30 per transaction.

6.3.3 FVOD and API Fulfillments. For free and API fulfillments, Vimeo will charge a service fee of (a) \$1.00 per each transaction fulfilled for title-by-title delivery (i.e., FVOD/AVOD/TVOD); and (b) \$1.00 per subscriber per month for SVOD delivery.

6.3.4 Hosting and Transcoding Fees. Vimeo charges hosting and transcoding fees based on the length of the video uploaded in accordance with its [fee schedule](#). You

must prepay these fees when purchasing blocks of video upload hours. No proration or refunds will be made for unused blocks.

6.3.5 Third-Party Processing Fees. We may provide various mechanisms for processing payments. Depending on your plan and location, Vimeo may permit you to connect your own Stripe account to collect payments directly from consumers. In such event, (a) Vimeo will neither "collect" nor "process" consumer payments as those terms are used in this Seller Addendum; (b) you agree to pay the above service fees to Vimeo through systems we provide; and (c) you agree to pay the applicable fees to Stripe in accordance with the [Stripe Services Agreement](#), unless you and Stripe agree otherwise in writing.

6.4 Enterprise Agreements. If you have a negotiated agreement with Vimeo that provides for a different fee structure, the terms of that agreement will control.

6.5 Third-Party Platform Fees. You are solely responsible for any fees charged by third-party app platforms which may include, without limitation, developer account fees and in-app purchase fees.

6.6 Promotional Codes. We may make promotional codes available to you to distribute your content to backers, reviewers, and friends and family for viewing without charge. You may not sell promotional codes or otherwise use them to distribute your content in exchange for payment or other consideration without Vimeo's prior written consent. We reserve the right to restrict promotional codes for any reason.

6.7 Payment Terms. Vimeo will pay you Creator Revenue within thirty (30) days of the end of each month in which such revenue was earned. For Vimeo On Demand Creator Revenue, Vimeo will make all payments to your PayPal account or other payment method supported by Vimeo. For Vimeo OTT Creator Revenue, Vimeo will make all payments to your bank account via Stripe.

6.8 Payment Vendors. If payment of Creator Revenue is facilitated by one of our payment vendors (e.g., PayPal or Stripe), you must create and maintain an account with that vendor. In doing so, you must comply with that vendor's terms of service. To the extent that Vimeo collects revenue from consumers with respect to the sales of your videos on Vimeo OTT, you agree to: (a) the [Stripe Connected Account Agreement](#); (b) comply with Stripe's [Restricted Businesses](#) policy; and (c) provide valid banking information in a country we [support](#). You must provide all requested information in a timely manner. Vimeo will not be responsible for non-payment if you fail to do so. You represent that all information provided by you is accurate, complete, and up-to-date. You agree to promptly update information you previously provided if it becomes inaccurate.

6.9 Consumer Refunds and Chargebacks. Vimeo may, but will not be required to, provide refunds to consumers where: (a) Vimeo reasonably believes that the consumer was unable to stream the titles in a manner consistent with the purchase terms; (b)

Vimeo determines that a refund is appropriate based on its internal policies (which will be provided to you upon request); (c) Vimeo suspects fraud; (d) the title is subject to a notice of alleged intellectual property infringement; or (e) you have breached the terms of Vimeo's [Terms of Service](#). You authorize Vimeo to dispute any chargebacks made by consumers and you agree to assist Vimeo in such dispute. Successful refunds and chargebacks will reduce revenue payable to you, but will not reduce fees payable to Vimeo.

6.10 Reservation of Rights. Vimeo shall have no obligation to pay Creator Revenue with respect to any transaction (a) that is the subject of a refund or chargeback; (b) that Vimeo reasonably determines is fraudulent; or (c) that involves content or conduct that violates Vimeo's [Terms of Service](#). You must repay Vimeo any amounts you have received with respect to any of the foregoing. Vimeo may withhold amounts or make adjustments to Creator Revenue: (a) to satisfy any amounts owed by you to Vimeo; (b) to provide a reserve for anticipated or provided refunds or chargebacks; or (c) pending any investigation of breach of our [Terms of Service](#), fraud, or other illegality.

6.11 Currency. If we permit and you request payment of Creator Revenue in a currency other than U.S. dollars, we will charge a foreign exchange fee. Vimeo may permit you to sell content in currencies other than U.S. dollars. Transactions in foreign-denominated currencies will be converted into U.S. dollars for each day of sales based upon the day's final exchange rate as reasonably calculated by Vimeo. For clarity, a day is determined by reference to the time zone applicable to New York City. All amounts will be paid out in U.S. dollars or, at Vimeo's option, the currency of your country.

7. Taxes.

You are solely responsible for determining and complying with your tax obligations. Vimeo does not provide legal, tax, or accounting advice. You should consult your tax advisors concerning the application of tax laws to your particular situation.

7.1 Income Taxes. Income taxes are solely your responsibility. Vimeo may withhold amounts from any amounts due to you that Vimeo determines in good faith must be withheld pursuant to tax law. Vimeo may file reports concerning income with any taxing authority, including the U.S. Internal Revenue Service. You must provide all tax and identity documentation that we request in order to make payments to you.

7.2 Sales Taxes. Vimeo may collect taxes (e.g., sales tax or VAT) on any transaction where it reasonably believes that tax collection is required. Where Vimeo believes in good faith that VAT collection is required, Vimeo may collect VAT on a "VAT-inclusive" basis, meaning that it will charge the retail price of the item and deduct applicable VAT from the amounts received from the purchaser.

8. Compliance.

You must comply with Vimeo's [Terms of Service](#) at all times. Vimeo may suspend, limit, or disable your participation in Vimeo On Demand or Vimeo OTT at any time, with or without notice, for any violation of our [Terms of Service](#).

9. Vimeo OTT.

The following terms apply only to the use of Vimeo OTT:

9.1 Compliance with Laws. You must comply with all applicable privacy laws, including, potentially: GDPR, CCPA, the Children's Online Privacy Protection Act (COPPA), the CAN-SPAM Act of 2003, and the Video Privacy Protection Act.

9.2 Privacy Policy. You must create, publish, and maintain a privacy policy on your Vimeo OTT site and apps. Your privacy policy must comply with all applicable laws and accurately describe your use of consumer personal data. Vimeo will not review any such policy for compliance. If your site and/or apps link to a Vimeo-issued privacy policy, Vimeo makes no representations or warranties that this policy will satisfy your legal obligations.

9.3 Children's Privacy. If your content is directed to children under the age of 13, you must: (a) indicate that the site/app is "Made For Kids" on the Vimeo OTT platform and relevant app stores; and (b) comply with COPPA. As between you and Vimeo, you are solely responsible for ensuring that your OTT site and/or apps comply with COPPA.

9.4 Data Processing Agreement. Vimeo's collection and use of personal data is governed by our [Data Processing Agreement](#).

9.5 Consumer Terms of Service. You agree that each consumer's use of your OTT site and/or apps will be subject to Vimeo's standard [viewer terms](#). You may publish your own terms of service between you and consumers. Such terms must comply with all applicable laws and include the following minimum terms:

9.5.1 You must publish your contact information for disputes and legal service of process;

9.5.2 You must require consumers to provide a valid email address and consent to electronic notices;

9.5.3 If you use Vimeo to collect amounts from consumers, the consumer must agree to payment provisions consistent with those in Section 4 of the [Vimeo OTT Viewer Terms of Service](#) and you must name Vimeo.com, Inc. as a third-party beneficiary; and

9.5.4 If you permit consumers to upload content or comments, you must provide an acceptable use policy no less restrictive than Vimeo's (see https://vimeo.com/terms#acceptable_use).

9.6 P2B Regulations. If you are a business established in the European Union and use Vimeo OTT to offer content to consumers located in the European Union, our [EU OTT Seller Addendum](#) applies.

EU OTT Seller Addendum (P2B Regulations)

Last updated: September 1, 2022

This EU OTT Seller Addendum (“**P2B Addendum**”) is a part of Vimeo’s [Terms of Service](#) (the “**Agreement**”) and applies only 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. You can download digital copies of our online agreements, including this P2B Addendum, [here](#).

Changes to our agreements

We will endeavor to provide advance notice of any changes to our Agreement that materially affect your rights or use of our Services. We may do this by, among other things, publishing a new version of our agreements online and providing notice via email or onsite notification. If the changes would result in a material reduction of your rights, they will become effective upon the renewal of your subscription or, if you do not have a subscription, within 30 days of publication.

Notwithstanding the foregoing, we may make the following changes at any time with or without notice: (1) changes that we believe in good faith to be required by applicable law; (2) changes to our Acceptable Use Policy ([Section 5](#) of the Agreement) to address content that we believe in good faith to be harmful; or (3) changes that increase or do not affect your rights. Such changes will be effective upon publication.

Restriction, suspension, and termination

As stated in our Agreement, we may remove content that you upload and, in appropriate cases, your account, if you violate the terms thereof, including our Acceptable Use Policy. In such an event, we will provide you with a statement explaining our reasons and the facts or circumstances underlying it. If we terminate our Agreement for reasons other than your breach, we will provide notice at least 30 days before the termination date, unless an exception applies.

Complaints

We maintain a formal complaints-handling mechanism to address complaints or concerns, including where you (1) believe we have failed to comply with the EU's Platform-to-Business regulations ([EU Regulation 2019/1150](#)); (2) experience technological issues with our Services; (3) have concerns about actions by us that may negatively impact your rights under our Agreement; or (4) seek to clarify the facts or circumstances concerning any decision by us to restrict, suspend, or terminate your account.

If you have an assigned account manager, we encourage you to contact that person directly. You may also [email](#) us or send us a physical letter (Vimeo.com, Inc., 330 West 34th Street, 5th Floor, New York, New York 10001, United States of America; Attention: Legal Department). In your correspondence, please describe the nature of your complaint or concern and attach any relevant documentation. Letters should be sent within 30 days after the issue arises (or when you discover the issue) and within 60 days if it involves account termination. If you do not contact us within these time frames, we may not be able to fully address your claim. We will endeavor to provide a response within 30 days after we receive your correspondence.

If we cannot resolve your complaint, you may refer the complaint to one of the mediators listed below:

JAMS

70 Fleet Street, EC4Y 1EU
London, United Kingdom
Tel: +44 207 583 9808
<https://www.jamsadr.com>

European Commission's [Online Dispute Resolution \(ODR\) Platform](#)

1 Sylvan Court, Sylvan Way, Southfields Business Park, Basildon, SS15 6TH
Essex, United Kingdom
Tel: +44 3456 089579
Fax: +44 1268 582225
Email address: odr@tsi.org.uk

Vimeo API License Addendum

Last Updated: June 17, 2020

This Vimeo API License Addendum (the "**API Addendum**") is a part of Vimeo's [Terms of Service](#) and applies to your use of the Vimeo API, Vimeo OTT API, and Livestream API (defined below) and related tools and documentation.

1. **Definitions.** The following terms have the following meanings:
 - 1.1. **"Access Keys"**: The key and secret required for Advanced Applications.
 - 1.2. **"Access Token"**: A representation of an End User who has approved your Application.
 - 1.3. **"Application"**: Any application that you develop using the Developer APIs to use, search, display, upload, and/or modify the Vimeo Content.
 - 1.4. **"Advanced Application"**: An Application that can access private data on a Vimeo Website or modify the Vimeo Content.
 - 1.5. **"Developer APIs"**: The Vimeo API, the Vimeo OTT API, and the Livestream API.
 - 1.6. **"Developer Tools"**: Vimeo's software development kit, tools documentation, and other content available on our developer websites (developer.vimeo.com, dev.vhx.tv, and livestream.com/developers) other than the Developer APIs and the Vimeo Player.
 - 1.7. **"End User"**: A user of a Vimeo Website or an Application, as applicable.
 - 1.8. **"End User Credentials"**: An End User's log-in credentials, including email address and password.
 - 1.9. **"Livestream API"**: The Livestream API (Application Programming Interface) is a REST-based interface that allows third parties to set and retrieve data on the website located at www.livestream.com in a secure and standardized fashion. With proper End User authentication, we provide access to various features of the Livestream API, including the ability to manage events and videos.
 - 1.10. **"Vimeo API"**: The Vimeo API is a REST-based interface that allows third parties to set and retrieve data on the website located at www.vimeo.com in a secure and standardized fashion. With proper End User authentication, Vimeo provides access to various features of the Vimeo API, including the ability to manage videos, contacts, groups, and channels.
 - 1.11. **"Vimeo Content"**: All content or data that is stored or transmitted by Vimeo or its End Users and metadata associated with such content, including End User Credentials.
 - 1.12. **"Vimeo Marks"**: The VIMEO and LIVESTREAM word marks and stylized logos, which are U.S. registered trademarks of Vimeo or its subsidiaries.
 - 1.13. **"Vimeo OTT API"**: The Vimeo OTT API is a REST-based interface that allows third parties to set and retrieve data on Vimeo-powered OTT channels in a secure and

standardized fashion. With proper End User authentication, Vimeo provides access to various features of the Vimeo OTT API, including the ability to manage products, customers, videos, collections, authorizations, and analytics.

1.14. **"Vimeo Player"**: The video players provided by Vimeo.

1.15. **"Vimeo Website"**: Websites owned-and-operated by Vimeo, including www.vimeo.com, www.vhx.tv, and www.livestream.com.

2. **Limited License.** Subject to your compliance with the terms hereof, Vimeo grants you a revocable, limited, worldwide, non-exclusive license to use the Developer APIs and the Developer Tools for the purpose of developing, publicly displaying, and distributing an Application. Vimeo may revoke this license at any time for any reason. Vimeo may also limit calls from your Application at any time for any reason. Upon revocation or termination of the license, you will immediately cease using the Developer APIs and Developer Tools.

3. **Conditions Applicable to All Applications.** All Application developers must comply with the following conditions:

3.1. You will comply with all laws and regulations (including those applying to personally identifiable information), Vimeo's [Terms of Service](#), and Vimeo's [Privacy Policy](#).

3.2. You will not mislead End Users.

3.3. You will not display advertisements within the Vimeo Player (e.g., pre- or post-roll ads, flash overlay ads, etc.) without our prior written consent.

3.4. You will not alter, remove, replace, or mask any aspect of the Vimeo Player (including the playbar, logo, and like, embed, and share features) without our prior written consent.

3.5. You will not charge End Users a fee for using your Application without our prior written consent.

3.6. You will not represent that we have approved your Application without our prior written consent, nor will you suggest that you or your Application is affiliated with us.

3.7. You will only allow uploads from your Application to accounts that we approve. Vimeo may grant approvals to upload to (a) your account only; (b) certain types of accounts only; and (c) all accounts.

3.8. You will comply with our API Best Practices (<https://developer.vimeo.com/guidelines/best-practices>) in developing your Application.

- 3.9. You will make it easy for End Users to disconnect from your Application.
- 3.10. You will not reverse engineer or decompile the Developer APIs.
- 3.11. You will not crawl or data mine Vimeo Content without our prior written consent.
- 3.12. You will not introduce malware through the Application.
- 3.13. You will not modify videos on a Vimeo Website (except that End Users may modify their own videos through your Application).
- 3.14. You will only request, use, and retain Vimeo Content as necessary to operate, optimize, and modify your Application.
- 3.15. You will not make API calls exceeding a reasonable amount per day.
- 3.16. You will immediately forward to us any notices made pursuant to the Digital Millennium Copyright Act with respect to any Vimeo Content.
- 3.17. You will provide and adhere to a published privacy policy for each of your Applications that clearly and accurately describes to End Users what user information you collect, store, and how you use, process, and share such information with us and any third parties in accordance with all applicable data and privacy laws.
- 3.18. You will immediately notify us of any data breach or vulnerability resulting in the actual or potential unauthorized disclosure of End User information.

4. Conditions Applicable to Advanced Applications. Developers of Advanced Applications must comply with the following conditions (in addition to Section 3):

- 4.1. You must obtain End Users' express consent before exposing your Application to them.
- 4.2. You will only authenticate End Users using one of our provided authentication methods.
- 4.3. You must apply for Access Keys in order to use an Advanced Application. You will keep Access Keys confidential and not disclose them to third parties including End Users. We may change Access Keys at any time.
- 4.4. You will not seek or collect End User Credentials without our prior written consent. If we allow you to seek or collect End User Credentials, you will keep such End User Credentials confidential and immediately delete such End User Credentials after receiving an Access Token. Under no circumstances will you retain End User Credentials.

5. Intellectual Property.

5.1. As between Vimeo and you, (a) Vimeo owns the Developer Tools, the Developer APIs, the Vimeo Content, the Vimeo Marks, the Vimeo Player, and the Vimeo Websites; and (b) you own your Application. Except as expressly set forth herein, neither party transfers any right, title, or interest in or to its intellectual property. All rights not expressly granted by us are reserved. We may develop applications and services that are similar to your Application.

5.2. Subject to your compliance with the terms hereof, we grant you a limited, non-exclusive, revocable license to use the Vimeo Marks for descriptive purposes in connection with your Application. You must comply with the [Vimeo Brand Guidelines](#). You may not use the Vimeo Marks in the name or logo of your Application (i.e., you may not call your Application a "Vimeo application") without our prior written consent.

5.3. You grant us a limited, non-exclusive license to use your name, logo, and trademarks for the purpose of listing or featuring your Application. You further grant us permission to link to your Application. The foregoing rights shall not be deemed obligations by Vimeo to promote your Application.

6. **Term and Termination.** This API Addendum shall constitute a single, integrated agreement between us that governs your use of the Developer APIs and Developer Tools (and any Application that uses them) and shall be separate from any other agreement you have with us with respect to any other products or services. This API Addendum will continue for as long as you use the Developer APIs or Developer Tools or operate an Application that uses them or until we terminate this API Addendum. We may terminate or suspend this API Addendum at any time for any reason with or without cause, and without notice to you. The following provisions will survive termination or expiration: Sections 1, 5.1, and 8.

7. **Representations and Warranties.** You represent and warrant that (a) you have the right and authority to enter into and perform your obligations herein; (b) you have the right to grant the permissions set forth herein; (c) you will not be breaching any agreement with a third party by entering into this API Addendum; and (d) your Application will not infringe any third party's intellectual property rights or violate any applicable law.

8. **Indemnification.** You will indemnify, defend, and hold harmless Vimeo and its subsidiaries, parents, affiliates, directors, officers, employees, and agents, from and against all third-party actions arising from: (a) your access to, and use of, the Developer APIs and Developers Tools; (b) your Application or any End User's use of it; or (c) your breach of this API Addendum.

Arbitration Procedures

Last Updated: September 1, 2022

The following procedures shall apply to any arbitration between you and Vimeo:

1. **Overview.** Arbitration is an alternative to litigation where a neutral person (the arbitrator) hears and decides the parties' dispute. Arbitration proceedings are designed to provide parties with a fair hearing in a manner that is faster and less formal than court proceedings. The following procedures (the "**Arbitration Procedures**") are applicable to all arbitration proceedings involving you and Vimeo.
2. **Pre-Arbitration Dispute Resolution.** Vimeo is always interested in resolving disputes amicably and efficiently. So before you commence an arbitration, we suggest that you contact us to explain your complaint, as we may be able to resolve it without the need for arbitration. You may contact us [online](#) or at Vimeo.com, Inc., Attn: Legal Department, 330 West 34th Street, 5th Floor, New York, New York 10001.
3. **Administrator.** The administrator for the arbitration is JAMS, an organization that is not affiliated with Vimeo. JAMS facilitates, but does not itself conduct, the arbitration. The arbitrator who will hear and decide your dispute will be chosen from JAMS's roster of neutral arbitrators. For information on JAMS, please visit its website, <https://www.jamsadr.com>. Information about JAMS's rules and fees for resolving disputes can be found at JAMS's Streamlined Arbitration Rules & Procedures page, <https://www.jamsadr.com/rules-streamlined-arbitration>.
4. **Applicable Rules.** The arbitration will be governed by JAMS's Streamlined Arbitration Rules & Procedures (the "**JAMS Rules**"), as modified by these Arbitration Procedures. If there is any inconsistency between the JAMS Rules and these Arbitration Procedures, the Arbitration Procedures will control. However, if the arbitrator determines that strict application of the Arbitration Procedures would not result in a fundamentally fair arbitration, the arbitrator may make any order necessary to provide a fundamentally fair arbitration that is consistent with the JAMS Rules.
5. **Commencing an Arbitration.** To commence an arbitration against Vimeo, you must complete a short form, submit it to JAMS, and send a copy to Vimeo.com, Inc., Attn: Legal Department, 330 West 34th Street, 5th Floor, New York, New York 10001. To learn more about commencing an arbitration and to obtain a form to institute arbitration, please visit the JAMS website and download the form available at: https://www.jamsadr.com/files/Uploads/Documents/JAMS_Arbitration_Demand.pdf. You may represent yourself in the arbitration or have a lawyer (or some other representative) act on your behalf. Upon receipt of an arbitration claim, Vimeo may assert any counterclaims it may have against the complaining party.
6. **Fees.** You are responsible for paying your portion of the fees set forth in the JAMS fee schedule. Vimeo will pay all remaining fees. If your claim against

Vimeo is for less than \$1,000, and you succeed on the merits, we will pay all fees. If you believe you cannot afford the JAMS fee, you may apply to JAMS for a fee waiver.

7. **Discovery.** Each party may (a) request relevant, non-privileged documents from the other party; and (b) request that the other party provide the particulars of its claims or defenses. Any such discovery requests must be served on the other party within 21 days after the arbitrator's appointment. The responding party shall provide the requesting party with all responsive, non-privileged documents, the requested particulars, and/or any objections to the requests within 15 days after receipt of the requests. Any disputes about discovery or requests for extensions shall be submitted promptly to the arbitrator for prompt resolution. In ruling on any discovery dispute or extension request, the arbitrator shall take into consideration the nature, amount, and scope of the underlying arbitration claim, the cost and other effort that would be involved in providing the requested discovery, the case schedule, and whether the requested discovery is necessary for the adequate preparation of a claim or defense.
8. **Communications with the Arbitrator.** Whenever communicating with the arbitrator, the parties must include each other – for example, by including the other party on a telephone conference call and copying the other party on any written submissions, such as letters or emails. To the extent practicable, conferences with the arbitrator will take place by telephone conference call or email. Ex parte communications are not permitted with any arbitrator.
9. **Confidentiality.** Upon either party's request, the arbitrator will issue an order requiring that confidential information of either party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted filing of confidential information must be done under seal.
10. **Arbitration Hearing.** The parties agree to waive an oral hearing and submit the dispute to the arbitrator for an award based on written submissions and other evidence as the parties may agree, unless a party requests an oral hearing in writing within 10 days after the arbitrator's appointment.
11. **Remedies.** The arbitrator shall have the authority to grant all relief that a court of competent jurisdiction could order.
12. **Arbitration Award.** The arbitrator will render a written decision within 30 days after the hearing or, if no hearing was held, within 14 days after any rebuttal or supplemental statements are due. The decision must clearly specify the relief awarded, if any, and contain a brief statement of the reasons for the award.

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 radicalise 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
- Depict self-mutilation or encourage it

- Show animals being tortured or killed
- 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:

- Illegal schemes (like Pyramid/Ponzi schemes)
- Businesses that promise wealth with little or no effort
- Unregistered securities offerings (absent a legal basis)
- Illegal products or services
- 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:

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

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

Examples of content that is not prohibited by this policy:

- Debates about abortion laws (whether pro or con)
 - Objections to abortion based upon religious or moral reasons
 - Debates about when life begins
 - 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:

- contains an explicit or implicit call for violence or unlawful activity;
- defames, intimidates, or harasses people or companies involved in administering elections; or
- 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:

- Claims that established events such as genocides, school shootings, or terrorist attacks did not happen.
- Claims that a disaster or other emergency did occur when no such event happened.

- 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.

1. Complete and detailed description of any changes since the previous report

N/A

- 2. Statement of whether the current version of the ToS defines each of the following categories of content (restricted content), and, if so, the definitions of those categories, including any subcategories:**
- a. Hate speech or racism.**
 - b. Extremism or radicalization.**
 - c. Disinformation or misinformation.**
 - d. Harassment.**
 - e. Foreign political interference.**

As explained above, sub-section 5.2, Content Restrictions, of Vimeo’s Terms of Service lists the types of content that Vimeo does not permit and, if discovered, Vimeo may remove. These content restrictions include, among others, the following:

According to the Terms of Service, Vimeo users may not submit any content that:

- Is harassing or abusive;
- Contains hateful or discriminatory speech;
- Promotes or supports terror or hate groups;
- 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.

Vimeo’s Vimeo Acceptable Use Community Guidelines (AUCG), which are referenced in the ToS, explain in detail how we interpret and enforce these content restrictions. With respect to the relevant content restrictions, they state the following:

Content restriction	Explanation on how we interpret it, as provided in the AUCG
Is harassing or abusive	<p>Harassment, bullying and abuse</p> <p>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, when identified.</p> <p>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</p>

	<p>public figures as long as it does not constitute harassment or abuse.</p>
<p>Contains hateful or discriminatory speech</p>	<p>Hateful and Discriminatory Speech</p> <p>Vimeo does not allow hateful or 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:</p> <ul style="list-style-type: none"> ● Race, color, national origin, and ethnicity ● Gender identity ● Sexual orientation ● Religion ● Disability ● Age <p>Content will generally be considered categorical hate speech if it:</p> <ul style="list-style-type: none"> ● 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, or ● Portrays a symbol of hate for no valid purpose. <p>In addition, we do not allow:</p> <ul style="list-style-type: none"> ● 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.

	<ul style="list-style-type: none">● 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	<p>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.</p> <p>Restriction on Restricted Users stated in Section 2 of Vimeo’s AUCG</p> <p>Section 2. Restricted Users</p> <p>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.</p> <p>Banned Groups</p> <p>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.</p> <p>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</p>

	<p>State’s list of foreign terror groups as conclusive, but not exhaustive.</p> <p>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.</p>
<p>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</p>	<p>Health Misinformation</p> <p>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.</p> <p>Vaccine Misinformation</p> <p>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:</p> <ul style="list-style-type: none"> ● Cause or contribute to childhood autism (including the claim that the MMR vaccine is linked to autism) ● Infant immune systems cannot handle multiple vaccines ● Natural immunity is better than vaccine-acquired immunity ● Vaccines contain unsafe toxins ● Vaccines can infect people with the infectious disease they are trying to prevent ● Vaccines are not necessary to combat the spread of infectious diseases <p>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.</p> <p>Abortion Misinformation</p>

	<p>We do not allow content that seeks to provide false or misleading information regarding the safety and availability of abortion care. This includes:</p> <ul style="list-style-type: none"> ● Promotion of abortion methods other than chemical or surgical methods deemed safe by the CDC and WHO ● Claims that misrepresent the safety or side effects of chemical or surgical abortions deemed safe by the CDC and WHO ● Content that misrepresents the availability of abortion care at a provider ● Content that misrepresents when an abortion may be safely conducted ● Claims that ectopic pregnancies can be safely carried to full term ● Promotion of so-called “abortion reversal pills” <p>Examples of content that is not prohibited by this policy:</p> <ul style="list-style-type: none"> ● Debates about abortion laws (whether pro or con) ● Objections to abortion based upon religious or moral reasons ● Debates about when life begins ● Content promoting safe abortion alternatives
<p>Contains false or misleading information about voting or seeks to obstruct voting</p>	<p>Voter Suppression</p> <p>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.</p> <p>Election Interference</p> <p>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.</p> <p>Misinformation about Elections Results</p>

	<p>We do not allow false and misleading information about the results of an election where the content:</p> <ul style="list-style-type: none"> ● contains an explicit or implicit call for violence or unlawful activity; ● defames, intimidates, or harasses people or companies involved in administering elections; or ● 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). <p>Candidate Eligibility</p> <p>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).</p>
<p>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</p>	<p>False and Misleading Content</p> <p>We do not allow:</p> <ul style="list-style-type: none"> ● Claims that established events such as genocides, school shootings, or terrorist attacks did not happen. ● Claims that a disaster or other emergency did occur when no such event happened. ● 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: <ul style="list-style-type: none"> ○ QAnon-related content ○ Disinformation that seeks to stoke violence or insurrection ○ War propaganda by foreign governments

3. A detailed description of the platform’s content moderation practices, including, but not limited to, all of the following:

a. Any existing policies intended to address restricted content.

Our approach to moderation is explained in Section 5 of our Acceptable Use Community Guidelines:

Section 5. Enforcement

Sub-section 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.

Sub-section 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.

Vimeo also allows users and viewers who may be exposed to restricted content to report it to us:

Section 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](#).

b. How automated content moderation systems enforce ToS and when these systems involve human review.

Our automated systems flag certain content that, based on metadata, might be violative.

In most cases, human review is necessary to determine whether the content in question violates Vimeo's Acceptable Use Policy and take action as appropriate -i.e., remove the content and, in some cases where violations are egregious, terminate the uploader's account.

However, there are some instances where content or accounts may be removed without moderator intervention. This would happen in cases where we have high confidence that our automated systems will detect content that is violative of our Acceptable Use Policy.

c. How the platform responds to user reports of violations.

When a user reports a video or user, either through Vimeo's flagging system or by writing in through our ticketing system, that content and/or user account is reviewed against Vimeo's Acceptable Use Policy. Content that is found to violate our Acceptable Use Policy is removed, and in some instances, the user account will also be removed.

d. How the platform would remove individual pieces of content, users, or groups that violate the ToS, or take broader action against individual users or against groups of users that violate the ToS.

Moderators review individual pieces of content and accounts as a whole (considering all the content, not just a single video) against Vimeo's Acceptable Use Policy. In the cases listed below, in addition to removing the infringing content, we may also terminate the user account:

- Extremism
- CSAM
- Harassment
- Hate speech
- Incitement to violence
- Advocacy of self-harm
- Fraud

- Pornography
- Spam
- Content uploaded/accounts created by restricted users

When content is removed, the account holder will receive what we internally refer to as a “guideline strike” on their account. Accounts may be terminated upon accrual of three guideline strikes.

e. The languages in which the platform does not make ToS available, but does offer product features, including, but not limited to, menus and prompts.

N/A since Vimeo does not offer menus, prompts or features in languages other than the languages where it also offers its Terms of Service, which are available in English, French, German, Spanish, Portuguese, Japanese and Korean.

f. Information on content that was flagged as belonging to any of the restricted content categories, including all of the following:

- Total number of flagged items of content.**
- Total number of actioned items¹ of content.**
- Total number of actioned items that resulted in action taken by the platform against the user or group of users.**
- Total number of actioned items of content that were removed by the platform.**
- The number of times actioned items of content were viewed by users.**
- The number of times actioned items of content were shared, and the number of users that viewed the content before it was actioned.**
- The number of times users appealed actions taken by the platform and the number of reversals on appeal, disaggregated by each type of action.**

¹ “Actioned” means that a platform has taken some form of action (e.g. removal or termination) against a user or item of content.

All information required above shall be disaggregated into the following categories:

- a) The category of content (i.e., by each specific content restriction).**
- b) The type of content (e.g., speech/music, comment, messages, user profile).**
- c) The type of media of the content (e.g., videos, text, images).**
- d) How the content was flagged, including, but not limited to,**
 - i) flagged internally (i.e., by employees or contractors)**
 - ii) flagged by AI software**
 - iii) flagged by community moderators**
 - iv) flagged by civil society partners; and**
 - v) flagged by users.**
- e) How the content was actioned, including, but not limited to:**
 - i) actioned internally (i.e., by employees or contractors)**
 - ii) actioned by AI software**
 - iii) actioned by community moderators**
 - iv) actioned by civil society partners; and**
 - v) actioned by users.**

Answers to question f) provided in the table below.

Notes regarding the information requested in f) above:

- Vimeo tracks flags and actions on video (speech/music),
 - Total flagged items: 2141
 - From those,
 - Actioned 567
 - Viewed 388
 - Whitelisted 1006
 - Removed 447
 - Rating added by moderator 12
- Vimeo is not yet technically able to associate flags with specific content restrictions but is developing a system that will allow it to do so in 2024.
- Moderators in Vimeo's Trust & Safety team review flagged content against the entire spectrum of our Acceptable Use Policy. However, they take action based on specific content restrictions - i.e., they remove based on whether something violates a specific content restriction.
- Vimeo tracks the specific content restriction that requires each piece of content to be removed.

Category of content²		Actioned items³	Terminated accounts	Removed clips	Views of removed clips
Hateful or discriminatory	Video (speech/music)	611	96	515	1,776
Promotes or supports terror or hate groups	Video (speech/music)	539	161	378	27,073
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 public⁴	Video (speech/music)	482	77	405	23,214
Harassing or abusive	Video (speech/music)	141	90	51	15,118

Note on translated versions of this report: the tables included at the end of each of the translated versions of this report (Spanish, Japanese and Korean), have been included in English as some of the data was added recently and we were not able to translate the content. We will provide translated versions of the table early in the new year.

² As stated in Vimeo's Acceptable Use Policy.

³ Clip removal or account termination.

⁴ These numbers include items actioned for violating Vimeo's restriction on content that "Spreads false or misleading information about voting or seeks to obstruct voting". As explained above, this content restriction covers more than "foreign political interference".

Annex I - Translated reports

Spanish

Vimeo.com, Inc. Informe de transparencia

De conformidad con el proyecto de ley AB 587 de California

Acerca de nosotros

- Aunque Vimeo puede encuadrarse en la definición de "empresa de medios sociales" según el proyecto de ley AB 587 de California, Vimeo.com no pretende ser una plataforma de medios sociales. Vimeo aloja contenidos de video generados por los usuarios en vimeo.com, pero no ofrece los tipos de productos, características o servicios que suelen utilizar las plataformas de medios sociales, por ejemplo, herramientas para la difusión generalizada de contenidos. Vimeo tampoco admite anuncios y no recibe ingresos por publicidad.
- El negocio principal de Vimeo es ofrecer una solución de software de video todo en uno y proporciona toda la gama de herramientas de video a través de un modelo de software como servicio ("SaaS", por sus siglas en inglés). Proporcionamos una única solución llave en mano para crear, colaborar y comunicarse con videos.
 - En la actualidad, las empresas se enfrentan a importantes barreras para utilizar videos, como el tiempo, el costo, la falta de conocimientos técnicos y la necesidad de pagar y gestionar varios proveedores de software. Nuestro software basado en la nube elimina estas barreras y resuelve las necesidades esenciales de video.
 - Entre los clientes objetivo de Vimeo se encuentran pequeñas y medianas empresas (PYME), grandes empresas, profesionales del marketing, agencias y profesionales creativos.

De conformidad con el proyecto de ley AB 587 de California, Vimeo presenta este informe que cubre ciertas actividades relacionadas con la moderación de contenidos durante el cuarto trimestre de 2023. Esta información se proporciona en las páginas que siguen.

Versión actual de los Términos de servicio

Los Términos de servicio de Vimeo pueden encontrarse [aquí](#). Nuestra Política de uso aceptable, que se encuentra en la Sección 5 de nuestros Términos de servicio, establece las condiciones según las cuales los usuarios pueden utilizar nuestros Servicios (tal como se definen en nuestros Términos de servicio). Específicamente, la subsección 5.2, Restricciones de contenido, enumera los tipos de contenido que los usuarios no pueden enviar a través nuestros Servicios. [Las Directrices de la comunidad para el uso aceptable](#) (AUCG, por sus siglas en inglés) de Vimeo, a las que se hace referencia en nuestros Términos de servicio, explican en detalle cómo interpretamos y hacemos cumplir estas restricciones de contenido.

1. Descripción completa y detallada de todos los cambios desde el informe anterior

N/A

2. Declaración de si la versión actual de los Términos de servicio define cada una de las siguientes categorías de contenido (contenido restringido) y, en ese caso, las definiciones de esas categorías, incluidas las subcategorías:

- a. Discurso de odio o racismo.**
- b. Extremismo o radicalización.**
- c. Desinformación o información errónea.**
- d. Acoso.**
- e. Interferencia política extranjera.**

Como se ha explicado anteriormente, la subsección 5.2, Restricciones de contenido, de los Términos de servicio de Vimeo enumera los tipos de contenido que Vimeo no permite y que, si se descubren, Vimeo puede eliminar. Estas restricciones de contenido incluyen, entre otras, las siguientes:

De acuerdo con los Términos de servicio, los usuarios de Vimeo no pueden enviar ningún contenido que:

- Sea acosador o abusivo.
- Contenga discursos de odio o discriminatorios.
- Promocione o respalde grupos terroristas o de odio.

- Contenga declaraciones falsas o engañosas acerca de (1) la seguridad de las vacunas o (2) información relacionada con la salud que tenga un alto riesgo de provocar un daño individual o público.
- Contenga información falsa o engañosa sobre votaciones o busque obstaculizar las votaciones.
- Contenga (1) declaraciones de que una tragedia del mundo real no ha ocurrido; (2) declaraciones falsas de que se ha producido un crimen violento o una catástrofe o (3) información falsa o engañosa, incluidas noticias falsas, videos falsos, propaganda o teorías conspirativas infundadas o desmentidas, que pueda crear un riesgo grave de daño material para una persona, un grupo o el público en general.
- Infrinja cualquier ley aplicable.

Las AUCG de Vimeo, que están incorporadas en nuestros Términos de servicio, explican detalladamente cómo interpretamos y hacemos cumplir estas restricciones de contenido. Con respecto a las restricciones de contenido pertinentes, dicen lo siguiente:

Restricción de contenido	Explicación sobre cómo lo interpretamos, tal como se proporciona en la AUCG
Sea acosador o abusivo	<p>Acoso, intimidación y abuso</p> <p>No permitimos contenidos que pretendan amenazar, intimidar, insultar, avergonzar o herir a una persona o grupo, independientemente de su condición privada o pública. Se eliminarán las amenazas, el doxxing, la pornografía vengativa, el trolling, el ciberacoso y otras formas de abuso, cuando se identifiquen.</p> <p>Creemos en el valor de permitir el debate sobre temas importantes de relevancia pública y esto a menudo incluye comentarios críticos. Por lo tanto, podemos permitir comentarios críticos de figuras públicas siempre que no constituyan acoso o abuso.</p>

Contenga discursos de odio o discriminatorios

Discurso odioso y discriminatorio

Vimeo no permite discursos de odio o discriminatorios. Definimos esto como cualquier expresión que (1) esté dirigida a una persona o grupo de personas y esté basada en las características personales de dicha persona o grupo; (2) transmita un mensaje de inferioridad o desprecio y (3) se consideraría extremadamente ofensiva para una persona razonable. Las características personales son elementos centrales de la identidad que comparten grupos de personas (y que, por lo general, no son específicas de una sola persona) e incluyen:

- Raza, color, origen nacional y etnia
- Identidad de género
- Orientación sexual
- Religión
- Discapacidad
- Edad

El contenido, en general, se considerará un discurso de odio categórico si:

- Promueve o celebra la violencia contra una persona o grupo sobre la base de sus características personales.
- Promueve el genocidio o lo celebre.
- Llama a la segregación o a la exclusión.

- Niega que ocurrieran ciertos acontecimientos históricos (por ejemplo, la negación del Holocausto).
- Insulta a un grupo minoritario con comentarios peyorativos o discurso en código (“dog-whistle”).
- Equipara a las personas con los animales, la suciedad, las alimañas, los depredadores sexuales o los delincuentes en función de sus características personales.
- Difunde teorías o puntos de vista de superioridad racial.
- Divulga teorías conspirativas sobre grupos específicos que comparten características personales.
- Representa un símbolo de odio sin ningún propósito válido.

Además, no permitimos lo siguiente:

- Contenido que promueva los esfuerzos de cambio de orientación sexual (SOCE, por sus siglas en inglés): Contenido que comercializa, vende o constituye asesoramiento, terapia o tratamientos destinados a modificar la orientación sexual de una persona, desde la atracción hacia el mismo sexo hasta la atracción hacia el sexo opuesto.
- No permitimos contenidos que comercialicen, vendan o constituyan clases o tutoriales que pretendan enseñar técnicas de seducción, comúnmente

denominados contenidos de "PUA" (Pick-up Artist, artista del ligue).

Promocione o respalde grupos terroristas o de odio

No permitimos contenido de grupos terroristas o de odio cuyo objetivo es difundir propaganda diseñada para radicalizar y reclutar a personas o apoyar e incitar ataques. Consulte la Sección 2. Usuarios restringidos a continuación para obtener más detalles sobre cómo definimos estos términos.

Restricción de usuarios restringidos establecida en la Sección 2 de las AUCG de Vimeo

Sección 2. Usuarios restringidos

Determinados usuarios no pueden utilizar nuestros servicios, independientemente de su contenido. Estos son los siguientes: pandillas, grupos de odio, organizaciones terroristas, miembros de estos y personas sujetas a sanciones de los EE. UU. En ciertos casos, las personas que están sujetas a sanciones por parte de un gobierno que no sea el de los Estados Unidos también pueden incluirse en esta categoría. Además, si está en un país o región sujeto a sanciones integrales de los Estados Unidos, no nos podrá comprar servicios de software ni hardware.

Grupos prohibidos

Definimos "grupos de odio" como organizaciones que han adoptado una ideología de odio según sus declaraciones, líderes o actividades. Entendemos una ideología de odio como un conjunto de creencias que difaman a un grupo en función de sus características

personales. Para los grupos que residen en los Estados Unidos, consideramos concluyentes las designaciones de grupos de odio de Southern Poverty Law Center. Para los grupos de otros países, podemos considerar designaciones gubernamentales o no gubernamentales. La ausencia de un grupo en cualquier lista de grupos de odio designados no será admitida como prueba de que este no sea un grupo de odio.

Definimos un "grupo terrorista" como uno que busca utilizar actos criminales con la intención o el propósito de provocar un estado de terror en el público general para lograr objetivos políticos o ideológicos. Creemos que la lista de grupos terroristas nacionales de la Oficina Federal de Investigación de EE. UU. y la lista de grupos terroristas extranjeros del Departamento de Estado de EE. UU. son concluyentes, pero no exhaustivas.

Una "pandilla" se refiere a cualquier organización que utiliza el miedo, la intimidación o la violencia para llevar a cabo o promover actividades u objetivos ilegales. Podríamos consultar las listas pertinentes de los organismos nacionales y extranjeros encargados del cumplimiento de la ley para determinar si una entidad constituye una pandilla.

Contenga declaraciones falsas o engañosas acerca de (1) la seguridad de las vacunas o (2) información relacionada con la salud que tenga un alto riesgo de provocar un daño individual o público.

Información errónea sobre la salud

No permitimos contenido relacionado con la salud que pueda provocar que las personas tomen tratamientos peligrosos o no probados, o que se abstengan de tomar las precauciones o tratamientos indicados que recomiendan los Centros para el Control y la Prevención de Enfermedades (CDC, por sus siglas en inglés) o la Organización Mundial de la Salud (OMS). Tampoco permitimos reclamaciones que una epidemia o pandemia (como la COVID-19) sean conspiraciones.

Información errónea sobre las vacunas

No permitimos que se afirme que las vacunas no son seguras para la población general, a menos que los CDC o la OMS lo hayan corroborado. Esto incluye afirmaciones de que las vacunas:

- Provocan autismo infantil o contribuyen a este (incluida la afirmación de que la vacuna contra el sarampión, las paperas y la rubéola está relacionada con el autismo).
- Los sistemas inmunes de los bebés no pueden manejar múltiples vacunas.
- La inmunidad natural es mejor que la inmunidad adquirida por la vacuna.
- Las vacunas contienen toxinas peligrosas
- Las vacunas pueden contagiar a las personas de la enfermedad infecciosa que intentan prevenir.

- Las vacunas no son necesarias para combatir la propagación de las enfermedades infecciosas.

Además, no permitimos contenido que promueva el uso de un agente o tratamiento para vacunarse contra una enfermedad infecciosa particular si la Administración de Alimentos y Medicamentos de los Estados Unidos u otro organismo gubernamental similar no lo ha aprobado específicamente para dicho propósito.

Información errónea sobre el aborto

No permitimos contenidos que traten de brindar información falsa o engañosa sobre la seguridad y la disponibilidad de los servicios de aborto. Esto incluye lo siguiente:

- Promoción de métodos de aborto distintos de los métodos químicos o quirúrgicos que el CDC y la OMS consideran seguros.
- Afirmaciones que tergiversan la seguridad o los efectos secundarios de los abortos químicos o quirúrgicos considerados seguros por los CDC y la OMS.
- Contenido que falsifica la disponibilidad de los servicios de aborto en un proveedor.
- Contenido que tergiversa cuándo se puede realizar un aborto de forma segura.

- Afirmaciones de que los embarazos ectópicos pueden llevarse a término de forma segura.
- Promoción de las denominadas "píldoras para revertir abortos".

Ejemplos de contenido que no está prohibido por esta política:

- Debates acerca de las leyes sobre el aborto (a favor o en contra)
- Objeciones al aborto basadas en razones religiosas o morales
- Debates sobre cuándo empieza la vida
- Contenido que promueve alternativas seguras al aborto

Contenido que contenga información falsa o engañosa sobre votaciones o busque obstaculizar las votaciones.

Supresión de votantes

No permitimos contenidos que difundan información falsa o engañosa sobre la elegibilidad de los votantes, el registro de los votantes y el proceso de votación (por ejemplo, la hora, el lugar, la forma, los requisitos) de manera tal que pueda provocar que un votante razonable no tome una acción que le permitiría a esa persona votar debidamente. Tampoco permitimos contenido que pretenda intimidar o acosar a los votantes.

Interferencia electoral

No permitimos contenidos que inciten a la violencia sobre la votación o unas elecciones; traten de intimidar o acosar a las personas que administran la votación o las elecciones o animen a otros a hacer lo anterior, o a interferir en el proceso de votación o las elecciones u obstaculizarlos.

Información errónea sobre los resultados de las elecciones

No permitimos información falsa y engañosa sobre los resultados de una elección en que el contenido:

- Incite a la violencia o la actividad ilegal de forma explícita o implícita.
- Difame, intimide o acose a personas o empresas implicadas en la administración de las elecciones.
- Sea parte de una aparente campaña para difundir desinformación en Vimeo.com (por ejemplo, múltiples

cuentas creadas para difundir el contenido u otro comportamiento coordinado).

Elegibilidad del candidato

No permitimos contenidos que difundan información falsa o engañosa sobre los requisitos técnicos de elegibilidad de un candidato para un cargo electo (por ejemplo, edad, ciudadanía, dirección).

Contenido con (1) declaraciones de que una tragedia del mundo real no ha ocurrido; (2) declaraciones falsas de que se ha producido un crimen violento o una catástrofe o (3) información falsa o engañosa, incluidas noticias falsas, deepfakes, propaganda o teorías conspirativas infundadas o desmentidas, que pueda crear un riesgo grave de daño material para una persona, un grupo o el público en general.

Contenido falso y engañoso

No permitimos:

- Afirmaciones de que eventos conocidos, como genocidios, tiroteos en las escuelas o ataques terroristas, no ocurrieron.
- Declaraciones de que hubo un desastre u otra emergencia cuando no ocurrió dicho evento.
- Noticias falsas, medios manipulados altamente engañosos (por ejemplo, deepfakes), propaganda, contenido relacionado con las teorías conspirativas o cualquier otra información falsa y engañosa que cree un grave riesgo de daños en el mundo real para las personas, los grupos y el público general. Entre los ejemplos, se incluyen:
 - Contenido relacionado con QAnon
 - Desinformación que busca provocar violencia o insurrección
 - Propaganda de guerra de gobiernos extranjeros

3. Descripción detallada de las prácticas de moderación de contenidos de la plataforma, incluidas, entre otras, todas las siguientes:

a. Cualquier política actual que pretende abordar el contenido restringido.

Nuestro enfoque de moderación se explica en la Sección 5 de nuestras Directrices de la comunidad para el uso aceptable:

Sección 5. Cumplimiento

Subsección 5.1 Enfoque para la moderación

Nos esforzamos por revisar contenido específico señalado por nuestros usuarios, terceros y ciertos sistemas basados en software. No procuramos revisar todo el contenido subido a nuestros sistemas. Además, cuando revisamos contenido, generalmente es por un motivo en particular, por lo que no nos esforzamos en revisarlo para detectar todas las posibles infracciones de los términos. Tampoco realizamos una “depuración previa” de ningún contenido antes de enviarlo.

Subsección 5.2 Suspensiones, eliminaciones y cancelaciones

Las infracciones pueden conducir a la suspensión o eliminación de videos, de privilegios de la cuenta o de toda su cuenta. La cuenta se eliminará en casos graves, como en el caso de infringir deliberada o repetidamente nuestros términos o sube contenido extremadamente inapropiado. Si su cuenta se elimina definitivamente, no podrá crear una nueva.

Nos esforzamos por notificar nuestras decisiones de cumplimiento a los titulares de las cuentas enviándoles un correo electrónico a las direcciones de correo electrónico registradas en nuestros archivos. Por este motivo, es importante que mantenga las direcciones de correo electrónico actualizadas y revise la bandeja de entrada con frecuencia.

Podríamos, cuando corresponda, otorgar períodos de gracia para cumplir con nuestros requisitos. El hecho de no abordar nuestras inquietudes dentro del plazo previsto se considerará una infracción en sí misma, salvo se demuestre un motivo válido.

Vimeo también permite a los usuarios y espectadores que pueden estar expuestos a contenido restringido que nos lo informen:

Sección 4. Denuncia de presuntas infracciones

Si observa una conducta que infringe nuestros términos, puede denunciarla. Para ello, márkela (donde se ofrece esta opción) o [contáctenos](#). Para Vimeo.com, lea nuestro artículo [Informar sobre un abuso](#) para obtener más información.

Si cree que alguien ha infringido sus derechos de autor, envíe un aviso de retiro de contenido a través de nuestra [Política de derechos de autor](#). Si es un organismo encargado de hacer cumplir la ley que busca información relacionada con una investigación penal, consulte nuestras [Directrices para las autoridades policiales](#).

b. Cómo los sistemas automatizados de moderación de contenido aplican los Términos de servicio y cuándo estos sistemas implican la revisión humana.

Nuestros sistemas automatizados marcan ciertos contenidos que, en función de los metadatos, podrían constituir una infracción.

En la mayoría de los casos, la revisión humana es necesaria para determinar si el contenido en cuestión infringe la Política de uso aceptable de Vimeo y para tomar las medidas apropiadas, es decir, eliminar el contenido y, en algunos casos en los que las infracciones son atroces, cancelar la cuenta de la persona que subió el contenido.

Sin embargo, hay algunos casos en los que el contenido o las cuentas pueden ser eliminados sin la intervención de un moderador. Esto ocurriría en los casos en los que confiamos plenamente en que nuestros sistemas automatizados detectarían contenidos que infringen nuestra Política de uso aceptable.

c. Cómo responde la plataforma a los informes de infracción de los usuarios.

Cuando un usuario reporta un video o a un usuario, ya sea a través del sistema para marcar contenido de Vimeo o mediante nuestro sistema de tickets, ese contenido o cuenta de usuario se revisa en función de la Política de uso aceptable de Vimeo. El contenido que infrinja nuestra Política de uso aceptable se borrará y, en algunos casos, también se eliminará la cuenta del usuario.

d. Cómo la plataforma eliminará contenidos individuales, usuarios o grupos que infringen los Términos de servicio o tomará medidas más amplias contra usuarios individuales o grupos de usuarios que infrinjan estos Términos de servicio.

Los moderadores revisan los contenidos individuales y las cuentas en conjunto (tienen en cuenta todo el contenido, no solo un único video) con respecto a la Política de uso aceptable de Vimeo. En los casos que se enumeran a continuación, además de eliminar el contenido infractor, también podemos cancelar la cuenta del usuario:

- Extremismo
- CSAM
- Acoso
- Discurso de odio
- Incitación a la violencia
- Apología de las lesiones autoinflingidas
- Fraude
- Pornografía
- Spam
- Contenido cargado o cuentas creadas por usuarios restringidos

Cuando se elimine contenido, el titular de la cuenta recibirá lo que internamente denominamos una "advertencias sobre las directrices" en su cuenta. Las cuentas se pueden cancelar después de acumular tres advertencias sobre las directrices.

e. Idiomas en los que la plataforma no ofrece los Términos de servicio, pero sí las características del producto, incluidos, entre otros, los menús y las instrucciones.

N/A ya que Vimeo no ofrece menús, reseñas o funciones en otros idiomas que no sean los idiomas en los que también ofrece sus Términos de servicio, que están disponibles en inglés, francés, alemán, español, portugués, japonés y coreano.

- f. Información sobre el contenido marcado como perteneciente a cualquiera de las categorías de contenido restringido, incluidas todas las siguientes:**
- i. Cantidad total de elementos de contenido marcados.**
 - ii. Cantidad total de elementos de contenido procesados^[1].**
 - iii. Cantidad total de elementos procesados que dieron lugar a una medida tomada por la plataforma contra el usuario o grupo de usuarios.**
 - iv. Cantidad total de elementos de contenido procesados que la plataforma eliminó.**
 - v. Cantidad de veces que los usuarios vieron los elementos de contenido procesados.**
 - vi. Cantidad de veces que se compartieron los elementos de contenido procesados y la cantidad de usuarios que vieron el contenido antes de que se procesara.**
 - vii. Cantidad de veces que los usuarios apelaron a las medidas que tomó la plataforma y la cantidad de revocaciones en la apelación, desglosadas por cada tipo de acción.**

Toda la información requerida anteriormente se desglosará en las siguientes categorías:

- a) Categoría de contenido (es decir, por cada restricción de contenido específica).**
- b) Tipo de contenido (por ejemplo, voz/música, comentario, mensajes, perfil de usuario).**
- c) Tipo de medios del contenido (por ejemplo, videos, texto, imágenes).**
- d) Cómo se marcó el contenido, incluido, entre otros,**
 - i) señalado internamente (es decir, por empleados o contratistas)**
 - ii) marcado por software de IA**

- iii) **marcado por moderadores de la comunidad**
- iv) **marcado por miembros de la sociedad civil y**
- v) **señalado por los usuarios.**

e) Cómo se procesó el contenido, incluido, entre otros:

- i) **procesado internamente (es decir, por empleados o contratistas)**
- ii) **procesado por el software de IA**
- iii) **procesado por moderadores de la comunidad**
- iv) **procesado por miembros de la sociedad civil y**
- v) **procesado por usuarios.**

Las respuestas a la pregunta f) figuran en la tabla siguiente.

Notas relativas a la información solicitada en el apartado f) anterior:

- **Vimeo rastrea los marcadores y las acciones en video (voz/música),**
 - **Total de artículos marcados: 2141**
 - **De esos,**
 - **Ejecutados 567**
 - **Vistos 388**
 - **Agregados a la lista blanca 1006**
 - **Eliminados 447**
 - **Calificación añadida por el moderador 12**

- Vimeo aún no es técnicamente capaz de asociar marcadores a restricciones específicas de contenido, pero está desarrollando un sistema que le permitirá hacerlo en 2024.
- Los moderadores del equipo de Seguridad y Confianza de Vimeo revisan los contenidos marcados en función de todo el espectro de nuestra Política de uso aceptable. Sin embargo, toman medidas basadas en restricciones de contenido específicas, es decir, eliminan en función de si algo infringe una restricción de contenido específica.
- Vimeo rastrea la restricción de contenido específica que requiere que cada contenido sea eliminado.

Category of content⁵		Actioned items⁶	Terminated accounts	Removed clips	Views of removed clips
Hateful or discriminatory	Video (speech/music)	611	96	515	1,776
Promotes or supports terror or hate groups	Video (speech/music)	539	161	378	27,073
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,	Video (speech/music)	482	77	405	23,214

⁵ Como lo establece la política de uso de Vimeo.

⁶ Video removido o cuenta cerrada.

group, or the general public⁷					
Harassing or abusive	Video (speech/music)	141	90	51	15,118

⁷ Estos números incluyen videos sobre los que se tomó alguna acción por haber violado la restricción para subir videos que buscan “Diseminar información falsa o engañosa sobre votaciones o que busca obstruir votaciones”. Como se explica anteriormente, esta restricción abarca más que interferencia política extranjera”.

Japanese

Vimeo.com, Inc. 透明性レポート

カリフォルニア州法「AB 587」に準拠

当社について

- Vimeoは、カリフォルニア州法「AB 587」に基づく「ソーシャルメディア会社」の定義に該当する可能性がありますが、Vimeo.comはソーシャルメディア・プラットフォームとなることを意図したものではありません。Vimeoは、ユーザーが作成した動画コンテンツをvimeo.comでホストしていますが、ソーシャルメディア・プラットフォームで一般的に使用されている種類の製品、機能、サービス（コンテンツを広範囲に配布するためのツールなど）は提供していません。また、Vimeoは広告をサポートしておらず、広告ベースの収益も受け取りません。
- Vimeoの主要事業は、オールインワンの動画ソフトウェアソリューションを提供することであり、サービスとしてのソフトウェア（「SaaS」）モデルを通じてあらゆる動画ツールを提供しています。当社は、動画の作成、共同作業、通信を行うための単一のターンキーソリューションを提供します。
 - 今日、企業は動画を使用する際に、時間、コスト、技術的専門知識の欠如、複数のソフトウェアベンダーへの支払いとこれらのベンダーの管理の必要性など、大きな障壁に直面しています。当社のクラウドベースのソフトウェアは、これらの障壁を排除し、重要な動画のニーズを解決します。
 - Vimeoの対象顧客には、中小企業（SMB）、大企業、マーケティング担当者、代理店、プロクリエイターが含まれます。

Vimeoは、カリフォルニア州法「AB 587」に従って、2023年第3四半期中の特定のコンテンツモデレーションに関連する活動を対象としたこのレポートを提出します。この情報は次のページで提供されます。

利用規約 (最新版)

Vimeoの利用規約は[こちら](#)に掲載されています。本利用規定の第5条「利用規定」では、ユーザーが（当社の利用規約で定義する）当社のサービスを利用するうえでの条件を定めています。特に、第5.2条「コンテンツの制限」には、当社サービスを使用して送信することのできないコンテンツの種類が記載されています。当社の利用規約に記載されている「[許容される利用に関するコミュニティガイドライン](#)」（AUCG）では、これらのコンテンツ制限を当社がどのように解釈し、施行していくかを説明しています。

1. 前レポートからの変更に関する完全かつ詳細な説明

該当なし

2. 利用規約の現在のバージョンで次の各カテゴリーのコンテンツ (制限されているコンテンツ) が定義されているかどうか、また定義されている場合は、サブカテゴリーを含めそれらのカテゴリーの定義を記述

- a. ヘイトスピーチまたは人種差別
- b. 過激または極端な行動主義
- c. 偽情報または誤報

d. 嫌がらせ

e. 外国による政治的干渉

上述のように、Vimeoの利用規約の第5.2条「コンテンツの制限」には、Vimeoが許可しないコンテンツ、および発見された場合はVimeoが削除するコンテンツの種類が記載されています。そうしたコンテンツ制限には、特に以下のものが含まれます。

利用規約によれば、Vimeoユーザーは次に該当するコンテンツを送信することはできません。

- 嫌がらせや虐待コンテンツ
- 憎悪的または差別的な言論が含まれているコンテンツ
- テロやヘイトグループを宣伝・支援するコンテンツ
- (1) 予防接種の安全性、または(2) 個人または公衆に危害を及ぼす可能性のある健康関連情報に関する虚偽もしくは誤解を招くコンテンツ
- 投票に関する虚偽もしくは誤解を招く情報を含む、または投票を妨害しようとするコンテンツ
- (1) 未遂の世界恐慌を示唆する内容の主張、(2) 暴力犯罪もしくは大惨事が発生したという誤った主張、または(3) 個人、グループ、もしくは一般大衆に重大な危害を加える重大なリスクを生む、虚偽もしくは誤解を招く情報(偽情報、ディープフェイク、プロパガンダ、もしくは証明されていない/偽りの陰謀説を含む)を含むコンテンツ
- 適用される法律に違反するコンテンツ

Vimeoの利用規約に組み込まれているAUCGでは、これらのコンテンツの制限を当社がどのように解釈し、施行していくかを説明しています。そうしたコンテンツの制限については、次のように記述されています。

コンテンツの制限

AUCGに記載されている解釈方法についての説明

嫌がらせや虐待コンテンツ

嫌がらせ、いじめ、虐待

立場が私的であるか、公的であるかにかかわらず、個人またはグループを脅迫する、威嚇する、侮辱する、恥辱する、または傷つけようとするコンテンツは許可されません。脅迫、個人情報の暴露、リベンジポルノ、トローリング、ネット上のいじめ、およびその他の形態をとる虐待コンテンツは、特定された場合、削除されます。

当社では、社会的に重要な問題についての議論を可能にするものの価値を信じています。こうした議論ではしばしば批判的なコメントが行われることもあります。したがって、嫌がらせや虐待に該当しない限り、公人に対する批判的なコメントについては許可する場合があります。

憎悪的または差別的な言論が含まれているコンテンツ

ヘイトスピーチや差別的な発言

Vimeoはヘイトスピーチや差別的な表現を許可しません。当社ではこれを、(1) 個人または集団の特徴に基づいて、その個人や集団に向けられた表現、(2) 劣等や軽蔑のメッセージを伝える表現、(3) 分別ある人が極めて不快に感じる表現、と定義しています。個人の特徴とは、たとえば次のような、ある人々の集団に共通する中心的な特徴のことを指します（通常、特定の個人に固有のものではありません）。

- 人種、肌の色、出身国、民族
- ジェンダーアイデンティティ
- 性的指向
- 宗教
- 障がい
- 年齢

コンテンツは通常、次の場合に明確なヘイトスピーチとみなされます。

- 個人の特徴に基づいて、個人またはグループに対する暴力を擁護または称賛する

- 集団虐殺を擁護または称賛する
- 分離または排除を呼びかける
- 特定の歴史的出来事を否定する（ホロコーストの否定など）
- 差別表現や隠語を使ってマイノリティを侮辱する
- 個人の特徴に基づいて人々を動物、汚物、害虫、性犯罪者、または犯罪者とみなす
- 人種的優越性の理論や見解を広める
- 個人的特徴を共有する特定の集団に関する陰謀論を広める
- 正当な目的なく憎悪の象徴として描写する

また、以下の行為は許可されません。

- 性的指向を変える努力（SOCE）を促進するコンテンツ
：これは、人の性的指向を同性的魅力から異性的魅力に変えることを意図したカウンセリング、セラピー、または治療を売り込んだり、販売したり、構成したりするコンテンツのことです。
- 一般にピックアップアーティスト (PUA) コンテンツと呼ばれる、誘惑テクニックを教えることを目的とした

クラスやチュートリアルを売り込んだり、販売したり、
構成したりするコンテンツは許可されません。

テロやヘイト集団を宣伝
または支援するコンテン
ツ

当社は、人々を過激化させたり、勧誘したりする、または攻撃を支援したり、ほう助したりすることを目的としたプロパガンダを広めることを目的とする、憎悪集団やテロ集団からのコンテンツを許可しません。該当する用語の定義の詳細については、下記のセクション2「制限されているユーザー」をご覧ください。

VimeoのAUCGのセクション2に記載されている禁止されているユーザーに関する制限

セクション2. 禁止されているユーザー

特定のユーザーは、当社のサービスをその内容にかかわらず利用できない場合があります。特定のユーザーとは、ギャング、ヘイト集団、テロ組織、それらのメンバー、および米国による制裁の対象者です。場合によっては、米国以外の国から制裁を受けることもあります。このカテゴリーには政府も含まれる場合があります。さらに、米国の包括的な制裁の対象となっている国または地域にお住まいの場

合は、当社からソフトウェアサービスまたはハードウェアを購入することはできません。

禁止集団

当社は、ヘイト集団とは、その声明、リーダーまたは活動に基づいて、ヘイトイデオロギーを採用した組織と定義します。当社は憎しみに満ちたイデオロギーについて、個人の特性に基づいてある集団を中傷する一連の信念として定義します。米国に拠点を置く集団については、南部貧困法センターによるヘイト集団指定の有無を最終的な判断基準とみなしています。米国以外の集団の場合、政府または非政府による指定を検討する場合があります。指定されたヘイト集団のリストに集団が存在しないからといって、当該集団がヘイト集団ではないという証拠とはみなされません。

当社はテロ集団について、政治的またはイデオロギー的な目標を達成するために、一般大衆に恐怖状態を引き起こすことを意図または企図した犯罪行為を利用しようとする集団と定義します。当社は、米連邦捜査局の国内テロ集団の

リストと米務省の海外テログループのリストは最終的ではあるものの、網羅的ではないとみなしています。

ギャングとは、恐怖、脅迫、暴力によって違法な活動や目的を実行・促進する組織を意味します。当社は、ある団体がギャングに該当するかどうかを判断するために、関連する国内外の法執行機関のリストを参照することがあります。

(1) 予防接種の安全性、または(2)個人または公衆に危害を及ぼす可能性のある健康関連情報に関する虚偽コンテンツまたは誤解を招くコンテンツ

健康に関する誤った情報

当社は、人々が危険な治療や証明されていない治療を受けたり、米疾病予防管理センター(CDC)または世界保健機関(WHO)が推奨する、指示された予防措置や治療を控えたりするような健康関連のコンテンツは許可しません。また、伝染病やパンデミック(新型コロナウイルス感染症など)が陰謀であるという主張も許可されません。

ワクチンの誤った情報

当社は、CDCまたはWHOが主張を実証しない限り、ワクチンが一般人にとって安全ではないという主張を許可しません。これには、ワクチンに関する以下のような主張が含まれます。

- 小児自閉症の原因または一因となる(MMRワクチンが自閉症に関連しているという主張を含む)
- 乳児の免疫系は複数のワクチンに対応できない
- 自然免疫はワクチンによる獲得免疫よりも優れている
- ワクチンには安全ではない毒素が含まれている
- ワクチンは、予防しようとしている感染症に人々を感染させる可能性がある

- 感染症の拡大に対抗するためにワクチンは必要ない

さらに、特定の感染症に対するワクチン接種のために使用する薬剤や治療法を宣伝するコンテンツは、米国食品医薬品局（FDA）または同様の政府機関により、そのような目的で使用する事が明確に承認されていない場合、許可されません。

中絶に関する誤った情報

当社は、中絶医療の安全性と利用可能性に関して、誤った情報または誤解を招く情報を提供しようとするコンテンツを許可しません。これには以下のコンテンツが含まれます。

- CDCおよびWHOによって安全とみなされる化学的または外科的方法以外の中絶方法の推進
- CDCやWHOが安全であると判断したとみなす化学的中絶や外科的中絶の安全性や副作用を詐称する主張。
- 医療機関で中絶治療を受けられると偽って伝えるコンテンツ
- 中絶を安全に行うことができる時期を誤って伝えるコンテンツ
- 子宮外妊娠は安全に正期産まで継続できるとの主張

- いわゆる「中絶逆転薬」の宣伝

このポリシーで禁止されていないコンテンツの例

- 中絶関連法に関する議論（賛成か反対か）
- 宗教的または道徳的理由に基づく中絶への異議申し立て
- 生命の始まりの時期についての議論
- 安全な中絶の代替手段を宣伝するコンテンツ

投票に関する虚偽もしくは誤解を招く情報を含む、または投票を妨害しようとするコンテンツ

投票者の抑圧

当社は、投票者資格、投票者登録、投票プロセス（時間、場所、方法、要件など）に関する虚偽または誤解を招く情報を、合理的な投票者が有効に投票することを可能にする行動を取らなくさせるような形で広めるコンテンツを許可しません。また、投票者を脅迫や嫌がらせをしようとしたりするコンテンツも許可されません。

選挙妨害

当社は、投票や選挙をめぐって暴力行為を呼びかけるコンテンツ、投票や選挙の管理人を脅迫しようとしたり、これらの管理人に嫌がらせをしようとしたりするコンテンツ、または他人に前記の行為を促したり、投票や選挙のプロセスを妨害もしくは阻害したりするコンテンツを許可しません。

選挙結果に関する誤った情報

選挙結果に関する虚偽の情報や誤解を招く情報を含む以下のようなコンテンツは許可されません。

- 明示的または黙示的に暴力または違法行為を求める内容が含まれている

- 選挙の運営に携わる人々や企業に対して中傷、脅迫、嫌がらせとなる
- Vimeo.com上で虚偽情報を広める明らかなキャンペーンの一部である（コンテンツやその他の協調的な行動を広めるために作成された複数のアカウントなど）

候補者の資格

選出対象職務に対する候補者の技術的資格要件（年齢、市民権、住所など）に関する虚偽の情報または誤解を招く情報を広めるコンテンツは許可されません。

(1) 未遂の世界恐慌を示唆する内容の主張、(2) 暴力犯罪もしくは大惨事が発生したという誤った主張、または(3) 個人、グループ、もしくは一般大衆に重大な危害を加える重大なリスクを生む、虚偽もしくは誤解を招く情報(偽情報、ディープフェイク、プロパガンダ、もしくは証明されていない/偽りの陰謀説を含む)を含むコンテンツ

虚偽コンテンツおよび誤解を招くコンテンツ

当社は以下の行為を許可しません。

- 大量虐殺、学校での銃乱射、テロ攻撃などの既成の出来事が発生していないと主張すること
- 災害や緊急事態が発生していないにもかかわらず、発生したと主張すること
- フェイクニュース、他人を騙すために高度に操作されたメディア(例: ディープフェイク)、プロパガンダ、陰謀論に関連するコンテンツ、その他、個人、団体、一般大衆に現実世界での深刻な危害のリスクを生じさせるような虚偽の情報および誤解を招く情報。この例には以下が含まれます。
 - QAnon関連のコンテンツ
 - 暴力や暴動を扇動しようとする偽情報
 - 外国政府による戦争プロパガンダ

3. プラットフォームのコンテンツモデレーションの慣行に関する詳細な説明。以下のすべてが含まれますが、これらに限定されません。

a. 制限されているコンテンツに対処することを目的とした既存のポリシー

モデレーションに対する当社のアプローチは、許容利用コミュニティガイドラインのセクション 5で説明されています。

セクション 5. 措置

サブセクション 5.1 モデレーションに対するアプローチ

当社は、ユーザー、第三者、および特定のソフトウェアベースのシステムによってフラグが立てられた特定のコンテンツを確認するよう努めています。当社は、システムにアップロードされたすべてのコンテンツを確認するつもりはありません。さらに、当社がコンテンツを確認する場合、通常は特定の理由があるため、可能性があるすべての規約違反について確認するつもりはありません。また、提出前にコンテンツを「事前承認」することはありません。

サブセクション 5.2 停止、削除、終了

規約に違反すると、動画、アカウント権限、またはアカウントそのものが停止または削除される場合があります。アカウントの削除は、故意に、または繰り返し規約に違反した場合や、極めて不適切なコンテンツをアップロードした場合など、重大な場合に行われます。アカウントが永久的に削除された場合、新しいアカウントを作成することはできません。

当社は、登録されているメールアドレスにEメールを送信することで、アカウント所有者に措置の決定を通知するよう努めています。このため、メールアドレスを最新の状態に保ち、定期的にEメールをチェックすることが重要です。

当社は、必要に応じて、要件を満たすための猶予期間を設ける場合があります。所定の期限内に当社の懸念に対処しなかった場合、正当な理由がなければ、それ自体が違反とみなされます。

Vimeoでは、制限されているコンテンツを見つけた可能性のあるユーザーや視聴者がそれを当社に報告することも認めています。

セクション 4. 違反の疑いの報告

当社の規約に違反する行為を見つけた場合は、フラグを立てる（機能が提供されている場合）か、[当社に連絡](#)することで報告できます。Vimeo.comについては、「[不正行為の報告](#)」の記事をお読みください。

他のユーザーがあなたの著作権を侵害したと思われる場合は、当社の[著作権ポリシー](#)に従って削除通知を提出してください。法執行機関に所属していて、犯罪捜査に関する情報を求めている場合は、[法的措置ガイドライン](#)をご覧ください。

b. 自動化されたコンテンツモデレーションシステムが利用規約に従って講じる措置と、これらのシステムに人間による確認が含まれる場合

当社の自動システムは、メタデータに基づいて違反の可能性のある特定のコンテンツにフラグを立てます。

ほとんどの場合、問題のコンテンツがVimeoの利用規定に違反しているかどうかを判断し、適切な処置を講じる（コンテンツを削除し、違反が重大な場合にはアップロード者のアカウントを終了する）ために、人間による確認を行います。

人間のモデレーターが介入しないでコンテンツやアカウントが削除される場合もあります。これは、当社の自動システムが利用規定に違反するコンテンツを検出したという確信がある場合に発生します。

c. ユーザーからの違反報告に対するプラットフォームの対応

ユーザーがVimeoの報告システムを通じて、またはチケット発行システムを通じて書面で動画またはユーザーを報告すると、そのコンテンツおよび/またはユーザーアカウントはVimeoの利用規定に照らして審査されます。利用規定に違反していると判明したコンテンツは削除され、場合によってはユーザーアカウントも削除されます。

d. プラットフォームによる利用規約に違反した個々のコンテンツ、ユーザー、グループの削除、または利用規約に違反した個々のユーザーもしくはユーザーのグループに対する広範な措置

モデレーターは、Vimeoの利用規定に照らして、個々のコンテンツとアカウントを全体的に（単一の動画だけでなくすべてのコンテンツを考慮して）確認します。以下の場合には、違反コンテンツを削除するだけでなく、ユーザーアカウントが終了されることがあります。

- 過激主義
- 児童の性的虐待
- 嫌がらせ

- ヘイトスピーチ
- 暴力の扇動
- 自傷行為の擁護
- 詐欺
- ポルノ
- スпам
- 制限されているユーザーによってアップロードされたコンテンツ/作成されたアカウント

コンテンツが削除された場合、アカウント所有者には、当社内で「ガイドラインストライク」と呼ばれる回数のカウントが課されます。ガイドライン違反が3回発生した場合、アカウントは終了となる場合があります。

e. プラットフォームで利用規約が提供されていないが製品機能（メニューやプロンプトなど）が提供されている言語

Vimeoでは、英語、フランス語、ドイツ語、スペイン語、ポルトガル語、日本語、韓国語で利用可能な利用規約が提供されている言語以外の言語では、メニュー、プロンプト、または機能を提供していないため、該当しません。

f. 制限されているコンテンツのカテゴリのいずれかに属しているとフラグが立てられたコンテンツに関する情報（以下のすべてがまれます）

- i. フラグが立てられたコンテンツアイテムの総数
- ii. アクション実行済みの^[1]コンテンツアイテムの総数
- iii. プラットフォームがユーザーまたはユーザーのグループに対してアクションを実行した結果、アクションが実行されたアイテムの総数
- iv. プラットフォームによって削除された、アクション実行済みのコンテンツアイテムの総数
- v. アクション実行済みのコンテンツアイテムがユーザーによって閲覧された回数
- vi. アクション実行済みのコンテンツアイテムが共有された回数、およびアクション実行前にコンテンツを閲覧したユーザーの数
- vii. ユーザーがプラットフォームによって実行されたアクションに対して異議を申し立てた回数と、異議申し立てに対する取り消しの回数をアクションの種類ごとに分類したもの

上記で必要とされる情報はすべて、次のカテゴリーに分類されます。

- a) コンテンツのカテゴリー (つまり、各コンテンツ制限に基づく分類)

- b) コンテンツのタイプ (音声/音楽、コメント、メッセージ、ユーザープロフィールなど)
- c) コンテンツのメディアタイプ (動画、テキスト、画像など)
- d) コンテンツにフラグが立てられた経緯 (以下を含みますが、これらに限定されません)
 - i) 内部によるフラグ (従業員や契約者によるフラグ)
 - ii) AIソフトウェアによるフラグ
 - iii) コミュニティモデレーターによるフラグ
 - iv) 市民社会パートナーによるフラグ
 - v) ユーザーによるフラグ
- e) コンテンツへのアクション (以下を含みますが、これらに限定されません)
 - i) 内部 (従業員や契約社員) によるアクション
 - ii) AIソフトウェアによるアクション
 - iii) コミュニティモデレーターによるアクション
 - iv) 市民社会パートナーによるアクション
 - v) ユーザーによるアクション

質問 f) に対する回答は以下の表に示されています。

上記の f) で要求される情報に関する注意事項：

- Vimeoは、動画（音声/音楽）でのフラグとアクションを追跡します。
 - フラグ付きアイテムの合計数：2141
 - それらのうち、
 - 行動を起こしたもの：567
 - 閲覧されたもの：388
 - ホワイトリストに登録されたもの：1006
 - 削除されたもの：447
 - モデレーターによって評価が追加されたもの：12
- Vimeoは、現在のところ技術的にフラグを特定のコンテンツ制限に関連付けることはできませんが、2024年中にそれを可能にするシステムを開発中です。
- Vimeo Trust & Safetyチームのモデレーターは、利用規定の全範囲に照らしてフラグが立てられたコンテンツをレビューします。ただし、特定のコンテンツ制限に基づいてアクションが実行されます。つまり、特定のコンテンツ制限に違反しているかどうかに基づいて削除するなどです。
- Vimeoは、各コンテンツの削除を必要とする特定のコンテンツ制限を追跡します。

Category of content ⁸		Actioned items ⁹	Terminated accounts	Removed clips	Views of removed clips
Hateful or discriminatory	Video (speech/music)	611	96	515	1,776

⁸ As stated in Vimeo's Acceptable Use Policy.

⁹ Clip removal or account termination.

Promotes or supports terror or hate groups	Video (speech/music)	539	161	378	27,073
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 public¹⁰	Video (speech/music)	482	77	405	23,214
Harassing or abusive	Video (speech/music)	141	90	51	15,118

¹⁰ These numbers include items actioned for violating Vimeo’s restriction on content that “Spreads false or misleading information about voting or seeks to obstruct voting”. As explained above, this content restriction covers more than “foreign political interference”.

Korean

Vimeo.com, Inc. 투명성 보고서

CA 법안 AB 587 준수

회사 소개

- Vimeo는 CA AB 587에 따라 "소셜 미디어 회사"의 정의에 속할 수 있지만 Vimeo.com은 소셜 미디어 플랫폼으로 의도된 것은 아닙니다. Vimeo는 vimeo.com에서 사용자 생성 비디오 콘텐츠를 호스팅하지만 소셜 미디어 플랫폼에서 일반적으로 사용되는 유형의 제품, 기능 또는 서비스(예: 콘텐츠의 광범위한 보급을 위한 도구)는 제공하지 않습니다. Vimeo는 또한 광고를 지원하지 않으며 광고 기반 수익을 받지 않습니다.
- Vimeo의 주요 사업은 서비스형 소프트웨어("SaaS") 모델을 통해 광범위한 비디오 도구를 제공하는 올인원 비디오 소프트웨어 솔루션을 제공하는 것입니다. 당사는 비디오를 제작하고, 협업하고, 소통할 수 있는 단일 터키 솔루션을 제공합니다.
 - 오늘날 기업들은 비디오 사용에 있어 시간, 비용, 기술 전문성 부족, 여러 소프트웨어 공급업체에게 비용을 지불하고 그러한 업체들을 관리해야 하는 필요성 등 상당한 장벽에 직면해 있습니다. 당사의 클라우드 기반 소프트웨어는 이러한 장벽을 제거하고 필수적인 비디오 요구 사항을 해결합니다.
 - Vimeo의 대상 고객에는 중소기업(SMB), 대기업, 마케팅 담당자, 대행사 및 크리에이티브 전문가가 포함됩니다.

CA 법안 AB 587에 따라 Vimeo는 2023년 3분기의 특정 콘텐츠 조정 관련 활동을 다루는 이 보고서를 제출합니다. 이 정보는 다음 페이지에서 제공됩니다.

현재 버전의 서비스 약관

Vimeo의 서비스 약관은 [여기에서](#) 확인할 수 있습니다. 서비스 약관 섹션 5에 있는 '허용 가능한 사용' 정책은 사용자가 서비스를 사용할 수 있는 조건(서비스 약관에 정의됨)을 설정합니다. 특히, 하위 섹션 5.2 콘텐츠 제한 사항에는 사용자가 당사 서비스를 사용하여 제출할

수 없는 콘텐츠 유형이 나열되어 있습니다. 서비스 약관에 언급된 Vimeo의 AUCG([허용 가능한 사용 커뮤니티 지침](#))에는 이러한 콘텐츠 제한 사항을 해석하고 시행하는 방법이 자세히 설명되어 있습니다.

1. 이전 보고서 이후의 변경 사항에 대한 완전하고 상세한 설명

해당 없음

2. 현재 버전의 서비스 약관이 다음 각 콘텐츠 범주(제한 콘텐츠)를 정의하는지 여부와 정의하는 경우 하위 범주를 포함한 해당 범주의 정의에 대한 설명

- a. 혐오 발언 또는 인종 차별
- b. 극단주의 또는 급진화
- c. 허위 정보 또는 잘못된 정보
- d. 괴롭힘
- e. 외국의 정치적 간섭

위에서 설명한 대로 Vimeo 서비스 약관의 하위 섹션 5.2 콘텐츠 제한 사항에는 Vimeo가 허용하지 않는 콘텐츠 유형이 나열되어 있으며, 발견된 경우 Vimeo는 삭제할 수 있습니다. 이러한 콘텐츠 제한 사항에는 다음이 포함됩니다.

서비스 약관에 따라 Vimeo 사용자는 다음과 같은 콘텐츠를 제출할 수 없습니다.

- 괴롭힘 또는 학대 성격의 콘텐츠
- 혐오 또는 명예 훼손 발언을 포함한 콘텐츠
- 테러 또는 증오 단체를 조장하거나 지원하는 콘텐츠
- (1) 백신 안전 또는 (2) 건강 관련 정보에 관해 개인 또는 공공에 위해를 초래할 수 있는 허위 또는 오해의 소지가 있는 주장을 포함한 콘텐츠

- 투표에 관한 허위 또는 오해의 소지가 있는 정보를 포함하거나 투표를 방해하려는 콘텐츠
- (1) 실제 비극이 발생하지 않았다는 주장, (2) 폭력 범죄 또는 재앙이 발생했다는 거짓 주장, 또는 (3) 사람, 그룹 또는 일반 대중에게 중대한 피해를 줄 수 있는 허위 정보(가짜 뉴스, 딥페이크, 선전 또는 입증되지 않은 음모 이론 포함) 또는 이를 오도하는 내용을 포함한 콘텐츠
- 관련 법률을 위반하는 콘텐츠

서비스 약관에 포함된 Vimeo의 AUCG는 이러한 콘텐츠 제한을 해석하고 시행하는 방법을 자세히 설명합니다. 관련 콘텐츠 제한과 관련하여 다음과 같이 명시되어 있습니다.

콘텐츠 제한	AUCG에 제공된 대로 당사가 콘텐츠를 해석하는 방법에 대한 설명
<p>괴롭힘 또는 학대 성격의 콘텐츠</p>	<p>괴롭힘, 따돌림 및 학대</p> <p>당사는 개인이나 집단의 사적 또는 공적 지위에 관계없이 위협, 겁박, 모욕, 수치심, 상처를 주려는 콘텐츠를 허용하지 않습니다. 위협, 신상 털기, 리벤지 포르노, 트롤링, 사이버 괴롭힘 및 기타 형태의 학대가 확인되면 삭제됩니다.</p> <p>우리는 대중과 관련된 중요한 문제에 대한 토론을 허용하는 것의 가치를 믿으며 여기에는 종종 비판적인 논평이 포함됩니다. 따라서 우리는 괴롭힘이나 학대를 구성하지 않는 한 공인에 대한 비판적인 논평을 허용할 수 있습니다.</p>

혐오 또는 명예 훼손
발언을 포함한 콘텐츠

혐오 및 차별적 발언

Vimeo는 증오심이나 차별적인 발언을 허용하지 않습니다. 당사는 그러한 발언을 (1) 개인이나 집단의 개인적 특성에 기초하여 개인이나 집단을 대상으로 하는 표현으로 정의합니다. (2) 열등감이나 경멸의 메시지를 전달합니다. (3) 합리적인 사람에게 극도로 불쾌한 것으로 간주됩니다. 개인 특성은 여러 사람들이 공유하는(일반적으로 어느 한 사람에게만 국한되지 않음) 정체성의 핵심 요소이며 다음을 포함합니다.

- 인종, 피부색, 출신 국가 및 민족
- 성 정체성
- 성적 지향
- 종교
- 장애
- 나이

콘텐츠는 일반적으로 다음과 같은 경우 명백한 혐오 발언으로 간주됩니다.

- 개인적 특성에 따라 개인이나 집단에 대한 폭력을 옹호하거나 기념하는 콘텐츠,
- 대량 학살을 옹호하거나 기념하는 콘텐츠,
- 분리 또는 배제를 요구하는 콘텐츠,

- 특정 역사적 사건이 발생했다는 사실을 부인(예: 홀로코스트 부인)하는 콘텐츠,
- 비방이나 '휘파람'을 사용하여 소수 집단을 모욕하는 콘텐츠,
- 개인의 특성에 따라 사람을 동물, 오물, 해충, 성범죄자 또는 범죄자와 동일시하는 콘텐츠,
- 인종 우월 이론이나 견해를 퍼뜨리는 콘텐츠,
- 개인적 특성을 공유하는 특정 집단에 대한 음모론을 퍼뜨리는 콘텐츠,
- 타당한 목적 없이 증오의 상징을 묘사하는 콘텐츠.

다음과 같은 콘텐츠도 허용하지 않습니다.

- 성적 지향을 바꾸려는 노력(SOCE)을 조장하는 콘텐츠:
이는 동성애적 성적 지향을 이성애적 성적 지향으로 변경하려는 목적으로 마케팅, 판매 또는 상담, 치료, 또는 치료법을 제공하는 콘텐츠를 말합니다.
- 일반적으로 픽업 아티스트(PUA) 콘텐츠라고 불리는 유혹 기술을 가르치는 수업 또는 튜토리얼의 마케팅, 판매, 제공을 목적으로 하는 콘텐츠는 허용하지 않습니다.

테러 또는 혐오 단체를
조장하거나 지원하는
콘텐츠

급진화 및 포섭을 목적으로 하는 선전을 퍼뜨리거나 공격을 지원 및 조장하는 것을 목표로 하는 혐오 또는 테러 단체의 콘텐츠는 허용하지 않습니다. 이러한 용어의 정의에 대한 자세한 내용은 아래 제2조 제한된 사용자를 참조하세요.

Vimeo AUCG 섹션 2에 명시된 제한된 사용자에 대한 제한

섹션 2. 제한된 사용자

특정 사용자는 콘텐츠에 관계없이 Vimeo 서비스를 이용할 수 없습니다. 여기에는 갱단, 혐오 단체, 테러 조직, 앞서 언급한 구성원 및 미국 제재 대상인 개인이 포함됩니다. 경우에 따라 미국 이외의 정부로부터 제재를 받는 사람도 이 범주에 포함될 수 있습니다. 또한 미국의 포괄적인 제재가 적용되는 국가 또는 지역에 거주하는 경우, Vimeo로부터 소프트웨어 서비스 또는 하드웨어를 구매할 수 없습니다.

금지된 단체

혐오 단체는 성명서, 지도자 또는 활동을 바탕으로 혐오 이데올로기를 채택한 단체로 정의합니다. 혐오 이데올로기는 개인적 특성을 근거로 특정 집단을 비방하는 일련의 신념으로 정의합니다. 미국에 기반을 둔 단체의 경우 미국 남부빈곤법률센터(Southern Poverty Law Center)의 혐오 단체 지정을 확정적인 것으로 간주합니다. 미국에 기반을 두지 않은 단체의 경우 정부 또는 비정부 기관의 지정을 고려할 수 있습니다. 지정된 혐오 단체 목록에 해당

단체가 없다고 해서 해당 단체가 혐오 단체가 아니라는 증거로 간주되지 않습니다.

테러 단체는 정치적 또는 이념적 목적을 달성하기 위해 일반 대중에게 공포 상태를 유발할 의도 또는 계획으로 범죄 행위를 하는 단체로 정의합니다. 미국 연방수사국(FBI)의 국내 테러 단체 목록과 미국 국무부의 해외 테러 단체 목록이 확정적이지만 완전한 것은 아니라고 간주합니다.

갱단은 공포, 협박 또는 폭력을 사용하여 불법적인 활동이나 목표를 수행하거나 조장하는 모든 조직을 의미합니다.

Vimeo는 관련 국내 및 해외 법 집행 기관의 목록을 참조하여 특정 단체가 갱단에 해당하는지 여부를 결정할 수 있습니다.

(1) 백신 안전 또는 (2) 건강 관련 정보에 관해 개인 또는 공공에 위해를 초래할 수 있는 허위 또는 오해의 소지가 있는 주장을 전달하는 콘텐츠

잘못된 건강 정보

위험하거나 입증되지 않은 치료를 받거나 미국 질병통제예방센터(CDC) 또는 세계보건기구(WHO)에서 권장하는 예방 조치 또는 치료법을 따르지 않게 할 수 있는 건강 관련 콘텐츠는 허용하지 않습니다. 또한 코로나19와 같은 전염병 또는 팬데믹이 음모라는 주장도 허용하지 않습니다.

백신에 대한 잘못된 정보

미국 질병통제예방센터(CDC) 또는 세계보건기구(WHO)가 입증하지 않는 한 백신이 일반 대중에게 안전하지 않다는 주장은 허용하지 않습니다. 여기에는 백신에 대한 다음과 같은 주장이 포함됩니다.

- 아동 자폐증을 유발하거나 영향을 준다는 주장(MMR 백신이 자폐증과 관련이 있다는 주장 포함)
- 유아의 면역 체계는 여러 백신을 처리할 수 없다는 주장
- 자연 면역이 백신으로 획득한 면역보다 낫다는 주장
- 백신에는 안전하지 않은 독소가 포함되어 있다는 주장
- 백신이 예방하고자 하는 전염병에 사람을 감염시킨다는 주장
- 백신이 전염병의 확산을 막기 위해 필요하지 않다는 주장

또한 미국 식품의약국(FDA) 또는 기타 유사한 정부 기관에서 해당 목적으로 특별히 승인하지 않은 경우, 특정 감염병 예방을 위해

사용하는 약제 또는 치료법을 홍보하는 콘텐츠는 허용되지 않습니다.

낙태에 대한 잘못된 정보

낙태 시술의 안전성과 가능 여부에 관한 허위 또는 오해의 소지가 있는 정보를 제공하려는 콘텐츠는 허용하지 않습니다. 여기에는 다음이 포함됩니다.

- 미국 질병통제예방센터(CDC) 및 세계보건기구(WHO)에서 안전하다고 간주하는 화학적 또는 외과적 방법 이외의 낙태 방법을 홍보하는 콘텐츠
- 미국 질병통제예방센터(CDC) 및 세계보건기구(WHO)에서 안전하다고 간주하는 화학적 또는 외과적 낙태의 안전성 또는 부작용에 대해 잘못된 정보를 주장하는 콘텐츠
- 의료 서비스 제공자의 낙태 시술 가능 여부에 대해 오해의 소지가 있는 콘텐츠
- 낙태가 안전하게 시행될 수 있는 시기에 대해 잘못된 정보를 제공하는 콘텐츠
- 자궁외 임신이 안전하게 만삭까지 이어질 수 있다고 주장하는 콘텐츠
- 일명 '낙태 반전 약물'을 홍보하는 콘텐츠

이 정책에서 금지하지 않는 콘텐츠의 예는 다음과 같습니다.

- 낙태 관련 법에 대한 토론 콘텐츠(찬성 또는 반대)
- 종교적, 도덕적 이유에 따른 낙태에 대한 반대
- 생명이 시작되는 시기에 대한 토론 콘텐츠
- 안전한 낙태 대안을 홍보하는 콘텐츠

투표에 관한 허위 또는 오해의 소지가 있는 정보를 포함하거나 투표를 방해하려는 콘텐츠

유권자 투표 방해

유권자 자격, 유권자 등록 및 투표 절차(예: 시간, 장소, 방식, 요건)에 대한 허위 또는 오해의 소지가 있는 정보를 유포하여 합리적인 유권자가 효과적으로 투표하지 못하게 할 가능성이 있는 콘텐츠는 허용하지 않습니다. 또한 유권자를 협박하거나 괴롭히려는 콘텐츠도 허용하지 않습니다.

선거 방해

투표 또는 선거에 대한 폭력을 요구하는 내용, 투표 또는 선거를 관리하는 사람을 협박하거나 괴롭히려는 내용, 다른 사람이 앞서 언급한 행위를 하거나 투표 또는 선거 절차를 방해 또는 저해하도록 부추기는 내용 등의 콘텐츠는 허용하지 않습니다.

선거 결과에 대한 잘못된 정보

다음과 같은 내용을 포함하는 선거 결과에 대한 허위 및 오해의 소지가 있는 정보는 허용하지 않습니다.

- 폭력 또는 불법 행위에 대한 명시적 또는 암묵적 요청이 포함된 콘텐츠
- 선거 관리와 관련된 사람이나 조직의 명예를 훼손하거나 협박 또는 괴롭히는 콘텐츠
- [Vimeo.com](https://www.vimeo.com)에서 허위 정보를 퍼뜨리기 위한 명백한 캠페인의 일부인 콘텐츠(예: 콘텐츠를 퍼뜨리기 위해 생성된 여러 계정 또는 기타 조직적인 행동)

후보자 자격

선출직 후보자의 법률적 자격 요건(예: 나이, 시민권, 주소)에 대해 허위 또는 오해의 소지가 있는 정보를 유포하는 콘텐츠는 허용되지 않습니다.

(1) 실제 비극이 발생하지 않았다는 주장, (2) 폭력 범죄 또는 재난이 발생했다는 허위 주장, (3) 개인, 단체 또는 일반 대중에게 심각한 피해를 줄 수 있는 허위 또는 오해의 소지가 있는 정보(가짜 뉴스, 딥페이크, 선전, 입증되지 않았거나 반박된 음모론 포함)를 포함한 콘텐츠

허위 및 오해의 소지가 있는 콘텐츠
다음과 같은 콘텐츠는 허용하지 않습니다.

- 대량 학살, 학교 총기 난사, 테러 공격 등 이미 확인된 사건이 일어나지 않았다고 주장하는 콘텐츠
- 재난 또는 기타 비상 사태가 발생하지 않았는데도 발생했다고 주장하는 콘텐츠
- 가짜 뉴스, 고도로 기만적인 조작된 미디어(예: 딥페이크), 선전, 음모론 관련 콘텐츠 또는 개인, 단체 및 일반 대중에게 실제 피해를 입힐 수 있는 심각한 위험을 초래하는 기타 허위 및 오해의 소지가 있는 콘텐츠. 그 예는 다음과 같습니다.
 - QAnon 관련 콘텐츠
 - 폭력이나 반란을 조장하는 허위 정보 콘텐츠
 - 외국 정부의 전쟁 선전 콘텐츠

3. 다음 사항을 모두 포함하되 이에 국한되지 않는 플랫폼의 콘텐츠 규제 관행에 대한 자세한 설명

a. 제한된 콘텐츠를 다루기 위한 기존 정책

규제에 대한 접근 방식은 이용 제한 커뮤니티 지침 제5조에 설명되어 있습니다.

5. 집행

5.1 규제에 대한 접근 방식

당사는 사용자, 타사 및 특정 소프트웨어 기반 시스템에 의해 신고된 특정 콘텐츠를 검토하기 위해 노력합니다. 당사는 시스템에 업로드된 모든 콘텐츠를 검토하기 위해 노력하지는 않습니다. 또한 콘텐츠를 검토하는 경우에는 대개 특정 사유가 있기 때문에 가능한 모든 이용약관 위반 여부를 검토하기 위해 노력하지는 않습니다. 또한 제출 전에 콘텐츠를 '사전 삭제'하지 않습니다.

5.2 정지, 삭제 및 해지

위반 시 동영상, 계정 권한 또는 전체 계정이 정지되거나 삭제될 수 있습니다. 계정 삭제는 고의적으로 또는 반복적으로 약관을 위반했거나 매우 부적절한 콘텐츠를 업로드한 경우와 같이 심각한 경우에 이루어집니다. 계정이 영구 삭제된 경우 새 계정을 만들 수 없습니다.

당사는 계정 소유자에게 등록된 이메일 주소로 이메일을 보내 집행 결정을 통지하기 위해 노력합니다. 따라서 이메일 주소를 최신 상태로 유지하고 정기적으로 이메일을 확인하는 것이 중요합니다.

당사는 적절한 경우 요구 사항을 준수하기 위해 유예 기간을 부여할 수 있습니다. 제공된 기간 내에 우려 사항을 해결하지 못하면 정당한 사유가 없는 한 그 자체로 위반으로 간주됩니다.

또한 Vimeo는 제한된 콘텐츠에 노출될 수 있는 사용자 및 시청자가 이를 Vimeo에 신고할 수 있도록 허용합니다.

4. 위반 의심 사항 신고

약관을 위반하는 행위를 발견하면 해당 행위에 플래그를 지정하거나(제공된 경우) 당사에 [문의하여](#) 신고할 수 있습니다. Vimeo.com의 경우, 자세한 내용은 [남용 행위 신고하기](#) 도움말 문서를 참조하세요.

누군가 회원님의 저작권을 침해했다고 생각되면 [저작권 정책](#)을 통해 게시 중단 통지를 제출해 주세요. 범죄 수사와 관련된 정보를 찾는 법률 집행 기관인 경우 [법률 집행 지침](#)을 참조하세요.

b. 자동화 콘텐츠 규제 시스템이 서비스 약관을 집행하는 방법과 이러한 시스템에 사람의 검토가 필요한 경우

당사의 자동화 시스템은 메타데이터를 기반으로 위반 가능성이 있는 특정 콘텐츠에 플래그를 붙입니다.

대부분의 경우 문제의 콘텐츠가 Vimeo의 이용 제한 정책을 위반하는지 여부를 판단하고 적절한 조치를 취하기 위해 사람의 검토가 필요합니다. 위반이 심각한 경우 콘텐츠를 삭제하고 업로더의 계정을 해지하는 등의 조치를 취합니다.

그리고 중재자의 개입 없이 콘텐츠나 계정이 제거될 수 있는 경우도 있습니다. 이러한 경우는 당사의 자동화 시스템이 당사의 허용 가능한 사용 정책을 위반하는 콘텐츠를 감지했다고 확신하는 경우에 발생합니다.

c. 플랫폼이 사용자의 위반 신고에 대응하는 방법

사용자가 Vimeo의 신고 시스템을 통해 또는 티켓팅 시스템을 통해 서면으로 동영상 또는 사용자를 신고하면 해당 콘텐츠 및/또는 사용자 계정이 Vimeo의 이용 제한 정책과 비교하여 검토됩니다. 이용 제한 정책을 위반하는 것으로 확인된 콘텐츠는 삭제되며, 경우에 따라 사용자 계정도 삭제됩니다.

d. 플랫폼에서 서비스 약관을 위반하는 개별 콘텐츠, 사용자 또는 그룹을 삭제하거나 개별 사용자 또는 서비스 약관을 위반하는 사용자 그룹에 대해 더 광범위한 조치를 취하는 방법

중재자는 Vimeo의 허용 가능한 사용 정책을 기준으로 개별 콘텐츠와 계정을 전체적으로(한 개의 동영상이 아닌 모든 콘텐츠를 고려하여) 검토합니다. 아래에 나열된 경우 당사는 침해 콘텐츠를 제거하는 것 외에도 사용자 계정을 해지할 수도 있습니다.

- 극단주의
- 아동 성학대 콘텐츠(CSAM)
- 괴롭힘

- 혐오 발언
- 폭력 선동
- 자해 옹호
- 사기
- 포르노물
- 스팸
- 제한된 사용자가 업로드한 콘텐츠/생성한 계정

콘텐츠가 삭제되면 계정 소유자는 내부적으로 해당 계정에 대해 '지침 위반 경고'를 받게 됩니다. 세 번의 지침 위반 경고가 누적되면 계정이 종료될 수 있습니다.

e. 플랫폼에서 서비스 약관을 제공하지는 않지만, 메뉴 및 프롬프트를 비롯한 제품 기능을 제공하는 언어

Vimeo는 영어, 프랑스어, 독일어, 스페인어, 포르투갈어, 일본어 및 한국어로 서비스 약관을 제공하는 것을 제외하고 메뉴, 프롬프트 또는 기능을 제공하지 않습니다.

f. 다음의 모든 항목을 포함하여 제한된 콘텐츠 범주에 속하는 것으로 플래그가 지정된 콘텐츠에 대한 정보

- i. 플래그가 지정된 콘텐츠 항목의 총 개수
- ii. 조치가 적용된 항목의 ^[1] 총 개수
- iii. 사용자 또는 사용자 그룹에 대해 플랫폼에서 조치로 취한 총 조치 항목 수

- iv. 플랫폼에서 삭제된 콘텐츠의 조치된 총 항목 수
- v. 사용자가 콘텐츠의 조치된 항목을 본 횟수
- vi. 조치가 적용된 콘텐츠 항목이 공유된 횟수 및 조치가 적용되기 전에 해당 콘텐츠를 본 사용자 수
- vii. 사용자가 플랫폼에서 취한 조치에 대해 이의를 제기한 횟수 및 이의를 제기한 후 취소된 횟수를 각 조치 유형별로 세분화한 수치

위에서 요구하는 모든 정보는 다음 범주로 분류됩니다.

- a) 콘텐츠의 범주(즉, 각 특정 콘텐츠 제한에 따름)
- b) 콘텐츠 유형(예: 음성/음악, 댓글, 메시지, 사용자 프로필)
- c) 콘텐츠의 미디어 유형(예: 동영상, 텍스트, 이미지)
- d) 콘텐츠에 플래그가 지정된 방식(다음을 포함하되 이에 국한되지 않음)
 - i) 내부적으로 플래그가 지정됨(예: 직원 또는 계약자에 의해)
 - ii) AI 소프트웨어에 의해 플래그 지정
 - iii) 커뮤니티 관리자가 플래그 지정
 - iv) 시민 사회 파트너가 플래그 지정
 - v) 사용자가 플래그 지정
- e) 콘텐츠에 조치가 취해진 방식(다음을 포함하나 이에 국한되지 않음)
 - i) 내부적으로 수행(예: 직원 또는 계약자)
 - ii) AI 소프트웨어에 의해 실행
 - iii) 커뮤니티 관리자에 의한 조치
 - iv) 시민 사회 파트너의 활동

v) 사용자가 조치를 취함

질문 f)에 대한 답변은 아래 표에 나와 있습니다.

위 f)에서 요청한 정보에 관한 참고 사항:

- Vimeo는 비디오(음성/음악)에서 플래그와 조치를 추적합니다.
 - 총 신고된 항목: 2,141
 - 그 중에서,
 - 567건 조치
 - 388건 조회
 - 1006건 허용
 - 447건 삭제
 - 중재자가 추가한 평가 12건
- Vimeo는 아직 기술적으로 플래그를 특정 콘텐츠 제한 사항과 연결할 수 없지만 2024년에 그렇게 할 수 있는 시스템을 개발 중입니다.
- Vimeo 신뢰 안전 팀의 중재자는 허용 가능한 사용 정책의 전체 범위에 대해 신고된 콘텐츠를 검토합니다. 그러나 특정 콘텐츠 제한 사항에 따라 조치를 취합니다. 예를 들어, 특정 콘텐츠 제한 사항을 위반하면 콘텐츠를 삭제합니다.
- Vimeo는 콘텐츠 삭제 대상을 찾기 위해 특정 콘텐츠 제한 사항을 추적합니다.

Category of content¹¹		Actioned items¹²	Terminated accounts	Removed clips	Views of removed clips
Hateful or discriminatory	Video (speech/music)	611	96	515	1,776
Promotes or supports terror or hate groups	Video (speech/music)	539	161	378	27,073
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 public¹³	Video (speech/music)	482	77	405	23,214
Harassing or abusive	Video (speech/music)	141	90	51	15,118

¹¹ As stated in Vimeo's Acceptable Use Policy.

¹² Clip removal or account termination.

¹³ These numbers include items actioned for violating Vimeo's restriction on content that "Spreads false or misleading information about voting or seeks to obstruct voting". As explained above, this content restriction covers more than "foreign political interference".