



New York Terms of Service Report

Stop Hiding Hate Act (NYS GBS § 1102)

Overview.

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

Although Vimeo does not appear to be within scope of a “social media platform” as defined in New York’s Stop Hiding the Hate Act, we voluntarily submit this Terms of Service Report in the interest of transparency.

For Section 3 of this report, the Content Moderation Data provided is reported at the global level for the Q3 2025 term.

We are providing this data to the best of our ability, but we acknowledge that due to resource and system limitations, not all data points may be fully available. Additionally, we provide this data in good faith and reserve all rights that may be allotted in the ongoing judicial challenges made against this law, specifically referencing the cases of *X Corp. v. James* (1:25-cv-05068) and *Volokh v. James* (2025 WL 2646981, 2025 N.Y. Slip. Op. 76567, Sept. 16, 2025).

This first report provides information and data for the period from **July 1st 2025 to September 30th 2025**, as specified under NY A6789B/ NYS GBS § 1102.

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

I. Terms of Service.

- A. Current Versions of the Terms of Service.
 - 1. Terms of Service (ToS). A copy of Vimeo's terms, as published during this reporting period, is included as **Annex A**. Our terms of service may also be found at: <https://vimeo.com/legal>.
 - 2. Acceptable Use Community Guidelines (AUCG). A copy of Vimeo's terms, as published during this reporting period, is included as **Annex B**. Our AUCG may also be found at:
<https://vimeo.com/legal/policies/community-guidelines>.
- B. Changes to terms since previous report.
 - 1. This is Vimeo's first Terms of Service Report filing under the Stop the Hate Act.
- C. Definitions of Specified Content Categories
 - 1. Vimeo does not permit, and if discovered, may remove content deemed restrictive, as defined under Section 5.2 of our ToS and further interpreted under Section 1.3 of our AUCG. Such content includes, but is not limited to: hate speech or racism; promotion or support of terror or hate groups; dis/misinformation; and harassment & bullying.

At this time, Foreign Political Interference is not directly named in our policies; however, content deemed to spread "false or misleading information about voting or seeks to obstruct voting" including fake news, deepfakes, propaganda, or unproven or debunked conspiracy theories that create a serious risk of material harm to a person, group, or the general public is considered a violation of Vimeo's ToS and is not permitted on the platform.

II. Content Moderation Practices

- A. Existing Policies
 - 1. Vimeo's ToS outline what is and is not allowed when using our services or platform. Vimeo's policies include, but are not limited to, Vimeo's AUCG, Copyright Policy, and Stock Footage License Policy. All of these policies, as well as additional user resources, are made accessible on the platform and in Vimeo's Help Center.
- B. Content Moderation Systems
 - 1. As stated in Section 5.1 of our AUCG, *we do not endeavor to review every piece of content uploaded to our systems. In addition, when we do review content, it is usually for a particular reason, and so we do not endeavor to review it for all possible terms violations. Nor do we "pre-clear" any content before submission.*

Vimeo's approach to content moderation is intended to balance safety with freedom of expression. We employ a combination of techniques, involving technology and human review, to detect and mitigate the risk

of illegal and policy violating content uploaded on our platform. We also encourage users to report content they believe violates our Terms of Service. Our moderators review reports and take appropriate action.

Content Moderation Team. Vimeo has a Trust & Safety team dedicated to keeping Vimeo a safe space for everyone. They use a combination of technology and human review to identify and remove harmful content quickly and enforce our policies effectively. The team also supports our users by resolving content moderation reports and appeals.

Automation Tools. Vimeo also uses automated tooling to enhance our content moderation detection efforts. These tools analyze data for potential harmful content, identify and prioritize urgent cases for manual review, and issue automatic takedowns for certain violations.

C. Response to Users

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

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

D. Removals

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

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

Please note, if the content is found to be extremism, CSAM, harassment, hate speech, inciting violence, advocating self-harm, fraud, pornography, spam, or content uploaded by a restricted user, then a "guideline strike" is not required, and the user's account may be terminated.

E. ToS Availability

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

III. Content Moderation Data

Content Moderation Data (Q3 2025) Disclaimer. Vimeo puts forward the following content moderation data in good faith and to the best of our current abilities. The following data table details our global enforcement efforts taken during Q3 2025, specifically as they relate to the content categories outlined in this report and its governing regulation. When reviewing this data, please note the following technical and resource limitations that impact how this data is presented:

- Content Type Disaggregation: Due to system limitations, definitively distinguishing whether reported content was a standard video upload or a livestream video wasn't possible at the time of this reporting.
- Employee-Initiated Detection: When an employee manually detects a violation, they often proceed directly to moderation without creating a formal system flag. If a flag *is* created, it is registered generically as a user-submitted flag, leading to potential underreporting of internal employee-detection efforts.
- Enforcement Actions (Hybrid Moderation): While all final moderation actions (e.g., removals) are taken manually by our human review team, we also employ proactive technology to prevent known bad actors from onboarding and block the re-upload of previously identified content. However, data related to the frequency or specifics around the manual application of the "Mature" content label were not available.
- Content Sharing Metrics: Our current system configuration does not support a reliable metric for measuring total content shares. We are committed to capturing this data as our reporting infrastructure matures.

Vimeo is committed to continually improving our reporting capabilities as our technology and resources evolve.

Metrics Global Q3 2025							
Total Number of Flagged Items		Hate Speech / Racism		Extremeism / Radicalization		Dis/Misinformation	
		84		68		81	5,332
	Type of Content						0
	Comments (Text)	6			2	28	0
	User's Profile	6				1,811	0
	Type of Media						
	Videos (Posts)	72		68	79	3,493	0
	Detection Type						
	AI/tech	18		28	33	1,523	0
	user	66		40	48	3,809	0
Total Number of Actioned Items		84		68	81	5,332	0
	Actioned by Employee	84		68	81	5,332	0
	Actioned by AI	0		0	0	0	0
Actioned Items Resulting in Actions Taken Against a Group/User							
	Groups/Community	N/A	N/A	N/A	N/A	N/A	N/A
	Users		57	63	18	4,685	0
Actioned Items Resulting in Actions Taken Against Content	Total		83	91	92	3,436	0
	Video		77	91	90	3,408	0
	comment		6		2	28	0
Type of Actions Taken Against a User Account / Profile	Total		57	63	18	4,685	0
	Terminate		57	63	18	4,685	0
Type of Actions Taken Against Content	Total						
	Removal		83	91	92	3,436	0
Total Times Content Was Heard or Viewed by Others Before it was Actioned	Views		140,270	796,999	4,825	1,792,167	0
Total Times Content Was Shared	Shares	N/A	N/A	N/A	N/A	N/A	N/A
Total Number of Appeals/Reversals	Appeals Received		7	3	6	11	0
	Reversals		3	2	2	3	0

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

Vimeo Terms of Service

Last Updated: July 8, 2024

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.

PLEASE READ CAREFULLY: [SECTION 11](#) OF THIS AGREEMENT CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND VIMEO, INCLUDING, AMONG OTHER THINGS, AN AGREEMENT TO INDIVIDUALLY ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT CERTAIN DISPUTES BETWEEN YOU AND VIMEO BE RESOLVED BY BINDING AND FINAL ARBITRATION UNLESS YOU OPT OUT WITHIN 30 DAYS. [SECTION 11.4](#) ALSO CONTAINS CLASS ACTION AND JURY TRIAL WAIVERS. PLEASE READ SECTION 11 CAREFULLY. BY PURCHASING, ENGAGING WITH, OR OTHERWISE USING ANY VIMEO SERVICES, YOU EXPRESSLY AGREE THAT DISPUTES BETWEEN YOU AND VIMEO WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU HEREBY WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE IMMEDIATELY CEASE USE OF ANY VIMEO SERVICES.

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. If you created your account prior to July 8, 2024, the changes to this Agreement are effective as of August 15, 2024.

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. Some features and content may not be available in all geographic locations. 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 our video creation tools (“Vimeo Create”). 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. An account may only be used by one person; login credentials may not be shared by multiple people.

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 and may only use the Services as a team member on your behalf. 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.

Payment Method: You authorize Vimeo to collect payment from your designated payment method or, if payment cannot be completed via your designated payment method, any other payment method you have saved in your Vimeo account. You may revoke this authorization with respect to a given payment method at any time by removing such payment method from your account. You will not dispute Vimeo’s recurring transactions with your bank, provided the transactions were made in accordance with this Section 4.

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 14 days after purchasing an annual plan and 3 days after purchasing a monthly plan, or within the time period required by law, whichever is longer. For assistance requesting a refund, visit our [Help Center](#). Our refund policy does not apply to:

- In-app purchases on third-party platforms with their own refund policy;
- 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. If you see any content you believe does not comply with this Agreement, including by violating this [Section 5](#) or the law, you can [report it to us](#).

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](#);
- Misuse any reporting, flagging, complaint, dispute, or appeals process, including by making groundless, vexatious, or frivolous submissions; or

Cause or encourage others to do any of the above.

5.4 Prohibited Technical Measures

You will not:

Access, download, reproduce, redistribute, frame, mirror, create derivative works from, decompile, reverse engineer, alter, archive, or disassemble any part of our Services or any content except as expressly authorized by the Service or with our prior written permission;

Access the Services using any automated means (such as robots, botnets, or scrapers) except (1) using our APIs, in accordance with our [API License Addendum](#) and the related documentation, (2) in the case of public search engines, in accordance with our robots.txt file; or (3) with our prior written permission;

Attempt to circumvent any of our security, rate-limiting, filtering, digital rights management measures, or other access restrictions;

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, Ratings, and Labels

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.

We may apply labels to your content. You must label content you submit that has been meaningfully manipulated or synthetically generated when it appears to be realistic. Please see the [Vimeo Guidelines](#) for guidance on how we interpret these terms.

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 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, Individual Arbitration of Privacy Claims, Class Action and Jury Trial Waiver, 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, Individual Arbitration of Privacy Claims, Class Action and Jury Trial Waiver, and Choice of Law

The terms of this [Section 11](#) apply to all disputes between you and Vimeo and/or any third party operating on Vimeo's behalf (including, but not limited to, any employees, agents, affiliates, service providers, suppliers, or vendors).

11.1 Choice of Law

Any dispute arising out of or 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 11.4](#) will be governed by the Federal Arbitration Act.

11.2 Choice of Venue for Litigation

Except for a Covered Privacy Claim (defined below), you and Vimeo agree that any dispute, controversy, or claim, arising out of or relating in any way to these Terms of Service, your access to or use of our Services, any communications you receive relating to our Services, or any other transaction involving you and Vimeo, including any dispute that arose before this or any prior agreement must be commenced in either the Commercial Division of the New York State Supreme Court for New York County or the United States District 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 Pre-Arbitration Informal Dispute Resolution

Vimeo is always interested in resolving disputes amicably and efficiently. So, before you or Vimeo commence an arbitration (or initiate an action in small claims court), the complaining party must contact the other party to explain its complaint and participate in an informal dispute resolution conference (either by phone or videoconference), in a good faith effort to resolve it without the need for arbitration. If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

Dispute Notice: The party initiating a claim must give notice to the other party in writing of its intent to initiate an informal dispute resolution conference (the “Notice”), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Vimeo should be sent by email to dispute-notice@vimeo.com.

Notice to you will be sent to the email address associated with your account. It is your responsibility to keep your contact information up to date. The Notice must include: (1) the name, telephone number, mailing address, email address of the complaining party and the email address associated with any applicable account; (2) the name, telephone number, mailing address, and email address of counsel, if any; and (3) a description of the dispute.

Informal Dispute Resolution Conference: The informal dispute resolution conference shall be individualized such that a separate conference must be held each time either party initiates a dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree otherwise. Multiple individuals initiating a dispute cannot participate in the same informal dispute resolution conference unless all parties agree. In the time between a party receiving the Notice and the informal dispute resolution conference, nothing in this section shall prohibit the parties from engaging in informal communications to resolve the dispute. Engaging in the informal dispute resolution conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution conference process required by this section.

11.4 Binding Individual Arbitration Agreement

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. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Arbitration Agreement: You and Vimeo agree that any Covered Privacy Claim (defined herein) arising out of or relating to this Agreement or the Services will be resolved by binding individual arbitration (the “Arbitration Agreement”). A “Covered Privacy Claim” means any dispute 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). You and Vimeo further agree: (i) these Terms of Service memorialize a transaction in interstate commerce; (ii) the Federal Arbitration Act (9 U.S.C. § 1, *et seq.*) governs the interpretation and

enforcement of this section (notwithstanding the choice-of-law provision contained above); and (iii) this section shall survive termination of these Terms of Service.

Administrator and Applicable Rules: Any arbitration will be administered by the National Arbitration & Mediation ("NAM") in accordance with the NAM Comprehensive Dispute Resolution Rules and Procedures (the "NAM Rules") in effect at the time of arbitration, except as supplemented, where applicable, by the NAM Supplemental Rules for Mass Arbitration Filings (the "NAM Mass Filing Rules"), and as modified by this Arbitration Agreement. The NAM Rules are currently available at <https://www.namadr.com/resources/rules-fees-forms>. If NAM is not available to arbitrate, the parties will select an alternative arbitral forum.

Arbitration Proceedings: If the informal dispute resolution process described above does not resolve satisfactorily within 45 days after receipt of the Notice, you and Vimeo agree that either party shall have the right to finally resolve the Covered Privacy Claim through binding arbitration. A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "Request"). A Request to Vimeo should be sent by email to arbitration-request@vimeo.com. A Request to you will be sent to your email address associated with your account. It is your responsibility to keep your contact information up to date. The Request must include: (1) the name, telephone number, mailing address, email address of the party seeking arbitration and the email address associated with any applicable account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the informal dispute resolution process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration. Upon receipt of a Request, the responding party may assert any counterclaims it may have against the complaining party. The arbitration will be conducted in the English language by a single arbitrator. The arbitration hearing (if any) will be held by videoconference, unless either party requests an in-person hearing and the arbitrator agrees. Unless you and Vimeo otherwise agree, an in-person hearing will be held in the county where you reside or as determined by the arbitrator (in the case of Batch Arbitration). You and Vimeo agree that at least 14 days before the date set for an arbitration hearing, any party may serve an offer in writing upon the other party to allow judgment on specified terms. If the offer made by one party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party shall not recover any post-offer costs to which they otherwise would be entitled and shall pay the offering party's costs from the time of the offer.

Batch Arbitration: To increase the efficiency of administration and resolution of arbitrations, you and Vimeo agree that in the event that there are 10 or more individual Requests of a substantially similar nature filed against Vimeo by or with the assistance of the same law firm, group of law firms, or organizations, within a 90-day period (or as soon as possible thereafter), then NAM will (1) administer the arbitration demands in batches of 100 Requests per batch (or, if between 10 and 99 individual Requests are filed, a single batch of all those Requests, and, to the extent there are less than 100 Requests remaining after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration").

All parties agree that Requests are of a “substantially similar nature” if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief.

To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise NAM, and NAM must appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“Administrative Arbitrator”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree that the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by Vimeo.

You and Vimeo agree to cooperate in good faith with NAM to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision may in no way be interpreted as authorizing a class, collective, and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

Expiration: You and Vimeo agree that any arbitration proceeding must be initiated within the applicable statute of limitation for the underlying claim or controversy, or it will be forever time barred. Likewise, you and Vimeo agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

Arbitrator: The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of New York and will be selected by the parties from NAM’s roster of consumer arbitrators, provided that if the Batch Arbitration process is triggered, NAM will appoint the arbitrator for each batch. If the parties are unable to agree upon an arbitrator within 35 days of delivery of the Request, then NAM will appoint the arbitrator in accordance with NAM Rules.

Authority of Arbitrator: The arbitrator shall have exclusive authority to resolve any Covered Privacy Claim, including, without limitation, disputes regarding the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except that all disputes regarding the subsection entitled “*Waiver of Class and Other Non-Individualized Relief*,” including any claim that all or part of that subsection is unenforceable, illegal, void or voidable, or that that such subsection has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator. The arbitrator shall have the authority to grant motions dispositive of all or part of any dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

Fees: Your responsibility to pay any NAM fees and costs will be solely as set forth in the applicable NAM Rules. The parties shall bear their own attorneys’ fees and costs in arbitration unless the arbitrator finds that either the substance of the dispute or the relief

sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Discovery: Subject to the NAM Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration.

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.

Confidentiality: You and Vimeo agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

11.5 Waiver of Jury Trials, Class Actions, and Class Arbitrations

Waiver of Jury Trial: YOU AND VIMEO HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Waiver of Class and Other Non-Individualized Relief: YOU AND VIMEO AGREE THAT, EXCEPT AS SPECIFIED IN THIS [SECTION 11](#), (A) EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS, AND (B) ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

Subject to the Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this Section is intended to, nor shall it, affect the terms and conditions under the Section entitled "*Batch Arbitration*" above.

Notwithstanding anything to the contrary in the Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this paragraph are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Vimeo agree that that particular claim or request for relief (and only that particular claim or request for relief) will be severed from the arbitration and may be litigated in the state or federal courts located in the State of New York. All other disputes shall be arbitrated or litigated in small claims court. Neither you nor Vimeo are prevented from participating in a class-wide settlement of claims.

11.6 Exceptions

Notwithstanding the above, each party has the right to bring a dispute in a small claims court of competent jurisdiction, if such claims qualify and remain in small claims court. 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.

Either party may also seek injunctive relief, such as a temporary restraining order or preliminary injunction, in a court of competent jurisdiction. Seeking such relief does not waive a party's ability to arbitrate under the Arbitration Agreement, and any filed arbitrations related to any action filed pursuant to this paragraph will automatically be stayed (and any applicable statute of limitations tolled) pending the outcome of such action.

11.7 30-Day Right to Opt Out

You have the right to opt out of the Arbitration Agreement by sending written notice of your decision to opt out of individual binding arbitration to arbitration-opt-out@vimeo.com, within 30 days after first becoming subject to the Arbitration Agreement (for new users) or within 30 days after you become subject to any changes to the Arbitration Agreement (for existing users). If you opt out of a change to the Arbitration Agreement (for an existing user), you will continue to be bound by any prior Arbitration Agreements to which you did not opt out. To validly opt out, your notice must include your name and address, the email address you used to register your Vimeo account (or if no email address is associated with your Vimeo account, any valid email address where you can be contacted), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out, Vimeo will also not be bound by the Arbitration Agreement, and all other parts of these Terms of Service will continue to apply to you. Opting out of the Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

11.8 Modification

You and we agree that Vimeo retains the right to modify this Arbitration Agreement in the future. Any such changes will be posted at <https://vimeo.com/terms> and you should check for updates regularly. Notwithstanding any provision in these Terms of Service to the contrary, we agree that if Vimeo makes any future material change to this Arbitration Agreement, we will notify you. Unless you reject the change within 30 days of such change become effective by writing to Vimeo at arbitration-opt-out@vimeo.com, your continued use of the Services, including the acceptance of products and Services offered by Vimeo following the posting of changes to this Arbitration Agreement, constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms of Service and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate disputes arising out of or relating in any way to your access to or use of the Services, the provisions of this Arbitration Agreement as of the date you first accepted the Terms of Service (or accepted any subsequent changes to these Terms of Service) remain in full force and effect. Vimeo will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms of Service.

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. Except as provided in [Section 11.4](#), if any term of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, that term will be limited or severed.

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

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

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

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

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

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

Notices: Except for notices described in [Section 11](#), 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

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

Acceptable Use Community Guidelines

Last updated: September 22, 2025

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.

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.)

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

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 1.7](#) (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

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

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

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

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

Provides instructions on how to assemble explosive/incendiary devices or homemade/improvised firearms

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

Child Abuse and Exploitation

We do not allow content, real or non-real, that could exploit, harm, or endanger children (anyone under 18). This includes:

Child sexual abuse material (CSAM)

Content that sexualizes minors, including suggestive posing, framing, or other content commonly referred to as child sexual exploitation material (CSEM)

Content that appeals to minors but contains adult themes

Videos that encourage or depict minors engaging in harmful or dangerous activities

Child nudity, meaning:

Close-ups of a child's genitals, anus, or buttocks (regardless of age)

Nude or partially nude post-pubescent children showing genitals, anus, or female-presenting nipples

We may allow certain images if they are clearly intended for legitimate medical purposes or if they are non-sexual, non-real depictions in recognized works of art (like a classical painting).

We use a combination of digital tools and trained moderators to detect and remove violating content as quickly as possible. 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 (NCMEC).

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

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

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 1.7](#) (Content Ratings) below for more information.

Promotes fraudulent or dubious money-making schemes, proposes an unlawful transaction, or uses deceptive marketing practices

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

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

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

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 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.

1.7 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. We may restrict who can view videos based on their content rating, and we may apply or adjust a content rating where appropriate. Please read our [Content Rating](#) guidance for more information.

1.8 AI-Generated Content Label (Vimeo.com only)

For Vimeo.com only: You must label content that has been meaningfully altered or synthetically generated when it appears to be realistic. This includes content that, in whole or in part:

Portrays a real person saying or doing something they didn't.
Alters footage of an actual event or location.

Creates a lifelike scene that didn't take place.

You don't need to label content that is clearly unrealistic, animated, includes special effects, or has used generative AI for production assistance.

We may automatically apply a label when you use our creation and editing tools or when we detect altered or synthetically generated content. Please read our [AI Content Label](#) guidance 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.

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.

We may take action to prevent the abuse of our features and to protect users from spam and harassment. This includes evaluating patterns of use such as speed, frequency, and content quality. Users found to be misusing our platform or reporting tools (e.g., submitting excessive or bad-faith reports) may face temporary restrictions or permanent account termination.

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.

We use a combination of techniques to detect and mitigate the risk of illegal or policy-violating content being uploaded or shared on our platform. Our moderation efforts include:

Enforcement Technology: We are using and improving systems that combine automated tools and human review to enforce our policies. These systems may proactively scan for and enforce against policy violations before they are reported by users.

These automated detection and enforcement systems are intended to identify high-volume violations and severe policy breaches, such as content related to terrorism, and child exploitation and abuse. We also use hash-matching technology to detect and block known harmful content like CSAM (Child Sexual Abuse Material), NCII (Non-Consensual Intimate Imagery), and TVE (Terrorism and Violent Extremism). Additional tools we use include keyword detection, content filters, and behavioral signals.

Any content moderation decision made by an automated system is subject to human oversight. While technology is a vital part of our safety efforts, all appeals will be reviewed by a human moderator.

Human Moderation: Trained moderators review content flagged by users, automated tools, internal stakeholders, and external partners. They evaluate whether content violates our Terms of Service and apply enforcement actions as necessary.

External Vendors: In some cases, we may partner with external moderation providers to ensure timely and accurate enforcement.

Where appropriate, we report illegal content to law enforcement or to relevant authorities such as the National Center for Missing and Exploited Children (NCMEC).

5.1.1 Non-Consensual Intimate Images (NCII)

Vimeo is committed to protecting individuals from unauthorized sharing of intimate images. If you believe intimate imagery has been posted without your consent, report it through our [content reporting tool](#). We take these reports seriously and will act promptly, including removal of content and potential account termination.

We use hash-matching tools to block the re-upload of known NCII. In some cases, we may require identity verification or additional information to process a report. NCII is strictly prohibited on our platform.

5.1.2 Child Safety & Priority Content Protections

We classify and address certain types of harmful material as *Primary Priority Content* (e.g., pornography, suicide/self-harm, eating disorders), *Priority Content* (e.g., bullying, extreme violence, dangerous challenges), and *Non-Designated Harmful Content* (e.g., depression content, body stigma content) in accordance with applicable regulations.

We prohibit any content that exploits or endangers children, including CSAM, sexualization of minors, grooming, or any depiction — real or simulated — that could be construed as exploitative. This includes AI-generated and non-realistic imagery depicting minors in a sexualized or fetishistic context.

We use multiple measures to detect and restrict harmful content, especially where minors may be exposed. These include:

- Proactive detection using keyword analysis, classifiers, and hash-matching
- Human review escalation for high-risk cases
- Content labeling and filtering based on severity

- User reporting tools and easy-to-use safety controls

Vimeo defines a minor as any person under the age of 18. Accounts that violate child safety policies may be permanently banned. If you are not a Vimeo user and wish to report suspected CSAM content, please email legal@vimeo.com and include the relevant URLs.

We also provide tools that allow users to manage their experience, including the ability to block, mute, and report other users and adjust visibility or safety settings. These tools help users control what they see and who can interact with them.

5.2 Content Moderation Actions

Violations may result in suspension, restriction, or removal of content, account privileges, or your entire account. Account removal will occur in severe cases, such as where you have willfully 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, your content, or a user report, you may appeal our decision.

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.

If you reside in the European Union, you may file an appeal up to six months from the date of the enforcement decision. You also have the right to seek resolution through an accredited out-of-court dispute settlement body or judicial redress. A list of [accredited bodies](#) is available from the EU Commission.

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.