

Terms Of Use

Your use of the Dailymotion Service implies your acceptance of these Terms of Use including the Data Protection Annex below (and the Standard Contractual Clauses incorporated therein). We ask that You read them carefully.

If You have any questions, please do not hesitate to [contact us](#).

SECTION 1: DESCRIPTION OF THE DAILYMOTION SERVICE

1.1. Dailymotion (“**Dailymotion**”, “**we**”, “**us**” or “**our**”) is an original, free video hosting website that enables users to access, view, upload, store and share videos. The Dailymotion Service is made up of the Dailymotion website, the Dailymotion video player that is embeddable onto any website (the “**Video Player**”), the Dailymotion apps and web-apps as accessible (online or offline) via any current or future device capable of distributing the Dailymotion website and/or the Video Player and more generally, any Dailymotion products, content, channels, software, data feeds, services and functionality (“**Dailymotion Service**”).

1.2. By accessing and/or using the Dailymotion Service, without being logged into a Dailymotion Account, **You (“You” or “Your” as applicable) will be hereinafter a “Viewer.” As a Viewer, You will only have the ability to access, view or share videos available on the Dailymotion Service, but will not be able to benefit from all the other features available on the Dailymotion Service.** A “**Dailymotion Account**” means the video content storage space on the Dailymotion Service which is dedicated to a User (as defined below) on the Dailymotion Service that can be created by signing up for a Dailymotion Account via www.dailymotion.com.

1.3. If You want to be able to upload videos and access some other features of the Dailymotion Service, You will need to first create a Dailymotion Account and have Your email address validated (see Section 1.4.) at which point You will be a “**User**.” Note however that after having created Your Dailymotion Account and until You have validated Your email address according to the process defined below, You will be an “**Account Applicant**” and will not be able to upload videos or access the other features of the Dailymotion Service.

1.4. Information provided by You to create Your Dailymotion Account must be accurate and complete. In order for Dailymotion to verify that the email address You provided is valid, You will receive an email from Dailymotion asking You to validate Your email address.

1.5. By creating a Dailymotion Account, You agree that You alone will be responsible (to Dailymotion and to others) for all activity that occurs under Your Dailymotion Account. The user ID and password which are necessary to access Your Dailymotion Account and the features associated with it are Your sole responsibility and it is Your obligation to keep them confidential. You agree to immediately notify Dailymotion of any unauthorized use of Your User ID, password or any other breach of Your Dailymotion Account security.

1.6. As a User, You will also have the ability to access some additional features from the Dailymotion Service, and if and when You have accepted the terms of the Dailymotion Partner Program, You will then be a “**Partner**” and will have the opportunity to monetize Your Content uploaded on Your Dailymotion Account.

1.7. If You are a User or a Partner, You may notably upload video files (that must be compliant with the Terms) on the Dailymotion Service. Any and all elements posted through Your Dailymotion Account on the Dailymotion Service are deemed to be “**Your Content**”.

1.8. As a User or a Partner, You are expected to be an active part of the Dailymotion community. As such, You also acknowledge that if Your Dailymotion Account remains inactive for a significant period of time, Dailymotion reserves the right to delete, reclaim or remove Your Dailymotion Account in its sole discretion with or without prior notice to You.

1.9. Any and all individuals or entities accessing the Dailymotion Service may be referred hereafter as a “**Visitor**,” regardless of their status (i.e. be they a Viewer, Account Applicant, User or Partner).

SECTION 2: ACCEPTANCE OF THESE TERMS

2.1. Whether You are a Viewer, an Account Applicant, a User or a Partner, either an individual or an entity, You signify Your express and unconditional agreement to (1) these terms of use, and (2) all other [policies of Dailymotion](#), including but not limited to the Dailymotion privacy and cookie policies, as accessible at any time from the homepage of the Dailymotion website, and incorporated herein by reference (all collectively, the “**Terms**”). **You may not use the Dailymotion Service if You do not accept or cannot comply with any of the Terms.** By using the Dailymotion Service, You acknowledge that You have read and understood the Terms and agree that Dailymotion will treat Your use of the Dailymotion Service as acceptance of the Terms.

2.2.1. If You reside in a country that is a part of the European Economic Area, the United Kingdom or Switzerland, the Terms form a legally binding agreement between You and Dailymotion SA in relation to Your use of the Dailymotion Service. Any reference to “Dailymotion” in the Terms will then always refer to “Dailymotion SA,” whose details are provided [here](#).

2.2.2. If You reside in a country that is not a part of the European Economic Area, the United Kingdom or is not Switzerland, the Terms form a legally binding agreement between You and Dailymotion Inc. in relation to Your use of the Dailymotion Service. Any reference to “Dailymotion” in the Terms will then always refer to “Dailymotion Inc.,” whose details are provided [here](#).

2.3. Dailymotion may, in its sole discretion, modify the Terms from time to time, and You agree to be bound by such modifications. Although we may notify You when major changes are made to the Terms, You should periodically review the most up-to-date version which is always accessible from the homepage of the Dailymotion website. If You do not agree to the modified Terms or cannot comply with the modified Terms, Your only recourse is to stop using the Dailymotion Service. Your continued use of the Dailymotion Service after the effective date of the modified Terms will constitute Your acceptance of the modified Terms.

2.4. You shall not use the Dailymotion Service if (a) You are not of legal age to form a binding contract with Dailymotion, or (b) You are a person who is either barred or otherwise legally prohibited from receiving or using the Dailymotion Service under the laws of the country in which You are a resident or from which You access or use the Dailymotion Service.

2.5. If You are not an individual (i.e., a corporation or other legal entity), You represent to Dailymotion that You have all necessary corporate or equivalent authority and power to agree to the Terms which You agree shall be binding on the corporation, partnership, association or other entity in whose name You are using or accessing the Dailymotion Service.

SECTION 3: YOUR INTELLECTUAL PROPERTY RIGHTS

3.1. For the entire period during which Your Content is hosted on the Dailymotion Service, You grant to Dailymotion the non-exclusive worldwide rights (unless You geoblock certain territories through Your Dailymotion Account), transferable to Dailymotion's Affiliates, to reproduce, represent, stream, replay (including offline display without permanent download), exploit, exhibit, show, market, distribute and to technically modify and compress Your Content as is strictly necessary for the purposes of the viewing and/or streaming of Your Content on the Dailymotion Service.

“**Affiliate**” means the other companies within the Vivendi group and the fully-owned subsidiaries of Dailymotion SA (now or in the future).

3.2. By making Your Content accessible on the Dailymotion Service, You agree to allow any Visitors of the Dailymotion Service to view and to share Your Content through the Dailymotion Video Player on or through any declination of the Dailymotion Service, as accessible (online or offline) via any current or future device capable of distributing the Dailymotion Service by any means of access, including but not restricted to computers, smartphones, tablets, TV devices, IPTV platforms and/or game consoles free-of-charge. Furthermore, You acknowledge that Your Content and/or any videos uploaded onto the Dailymotion Service by third-parties (the “**Third-Party Video(s)**”) available for embedding through the Dailymotion Video Player when on the Dailymotion website (www.dailymotion.com) and/or when embedded elsewhere may include advertising.

3.3. Despite this allowance, Your Content shall always remain Your property. Please note that due to the nature of the Internet and digital media, data transmitted – including Your Content – cannot be protected against risks of misappropriation and/or piracy, for which Dailymotion shall not be liable. You are responsible for taking all appropriate steps to protect Your data, where applicable.

SECTION 4: LICENSE & OUR INTELLECTUAL PROPERTY RIGHTS

4.1. We grant You a personal, non-exclusive, non-transferable and revocable right to access and use the Dailymotion Service, which is conditioned on Your compliance with the Terms.

4.2. The material (other than Your Content and the Third-Party Video(s)) included on or accessible through the Dailymotion Service, such as text, graphics, logos, names, designations, button icons, features, functionalities, images, audio clips, information, data collected from the Dailymotion Service, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material and software (the “**Dailymotion**

Material”), is the exclusive property of Dailymotion and its licensors, and is protected by copyrights, trademarks, trade secrets, or other proprietary rights and subject to applicable laws and regulations.

4.3. Dailymotion Material may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any other purpose whatsoever without the prior written consent of Dailymotion or Dailymotion’s licensors. You agree to not use or exploit the Dailymotion Material in any manner inconsistent with any of the rights granted or restrictions set forth herein, including, without limitation, prohibitions on downloading, redistribution, alteration, deletion and deactivation of any content protection mechanisms. You are not allowed to modify, enhance, edit, translate, adapt, reverse engineer, decompile, disassemble or create derivative works based upon or otherwise alter in part or in full any Dailymotion Material.

4.4. All rights not expressly granted in the Terms are reserved to Dailymotion and its licensors.

SECTION 5: OUR LIABILITY AS A HOSTING SERVICE PROVIDER

5.1. In its capacity as a web hosting service provider, Dailymotion is under no legal obligation to monitor content uploaded on the Dailymotion Service, nor obligated to actively seek facts or circumstances indicating illegal content but shall forthwith remove or disable access from its Dailymotion Service to any infringing content once having been notified of its existence. Furthermore, Dailymotion does not, and has no legal obligation to, review or inspect content for possible illegality or infringement prior to its being viewable on the Dailymotion website.

5.2. You acknowledge and agree that the owners of the Third-Party Video(s) and Dailymotion in accordance with Section 5.1., may from time to time remove Dailymotion users’ content (including Your Content) from the Dailymotion Service without notice. You shall nonetheless remain fully liable for Your Content.

5.3. You agree that Your use of the Dailymotion Service shall be at Your sole risk and liability. In this regard, You are solely responsible for (i) Your use of the Dailymotion Service and more specifically for Your Content (including any personal data that may be incorporated therein) and (ii) the protection of Your computer hardware against any virus or interruption.

5.4. You acknowledge and agree that the Dailymotion Service, in whole or in part (including, without limitation, the look and feel, the thematic channels, and the functionality of the Dailymotion Service), on and through which Your Content will be distributed, as well as any Third-Party Video(s) are provided “AS IS” and “as available” without warranties of any kind from Dailymotion or any owners of the Third-Party Video(s). Neither Dailymotion nor any owners of the Third-Party Video(s) warrant that the Third-Party Video(s) and the Dailymotion Service, the Dailymotion Material or any other software, content, information, materials or products included on or otherwise made available to You through the Dailymotion Service are free of viruses or other harmful components. Dailymotion may enhance, modify and update the Dailymotion Service at its sole discretion. For the sake of clarity, You shall not be entitled to request any modification to the Dailymotion Service.

5.5. Dailymotion, its affiliated companies, officers, directors, employees, agents, vendors and suppliers as well as the owners of the Third-Party Video(s) (the “**DM Parties**”) disclaim all warranties of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement to the fullest extent permissible under applicable law. The DM Parties also disclaim all warranties, take no responsibility and assume no liability for the content present on the Dailymotion Service, including but not limited to any mistakes, defamation, libel, slander, omissions, falsehoods, obscenity, pornography or profanity You may encounter on the Dailymotion Service. The DM

Parties make no warranty or representation that the Dailymotion Service or its functionalities or technology, in whole or in part, will be uninterrupted, error-free or secure, including with respect to the delivery of Your Content and/or any limitations on Your or any other Visitor ability to access, view or use Your Content or any other content, or that any information obtained from the Dailymotion Service will be accurate or reliable.

5.6. Dailymotion shall not be held responsible in any case for (i) any malfunctions, inherent of the nature of the Internet, in the access and/or the use of the Dailymotion Service, (ii) or any default of its obligations caused by force majeure or an unintentional cause. Unless otherwise stated herein, Dailymotion does not grant You any guarantee of any kind, whether expressly or implicitly, in any area, including and in particular any guarantee of fitness for a particular purpose. Furthermore, Dailymotion is not responsible for any data related to Third-Party Video(s) provided by their relevant owners, such as the video title, description, category, etc.

5.7. Nothing herein shall exclude or limit Dailymotion's liability for losses which may not be lawfully excluded or limited by applicable law. Subject to this overall provision above, Dailymotion shall not be liable for:

- (a) any indirect or consequential losses which may be incurred by You, including (i) any loss of profit (whether incurred directly or indirectly); (ii) any loss of goodwill or business reputation; (iii) any loss of opportunity; or (iv) any loss of data suffered; or
- (b) any loss or damage which may be incurred as a result of: (i) any reliance placed by You on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between You and any advertiser or sponsor whose advertising appears on the Dailymotion Service; (ii) any changes which Dailymotion may make to the Dailymotion Service, or for any permanent or temporary cessation in the provision of the Dailymotion Service (or any of its features); (iii) the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through Your use of the Dailymotion Service; (iv) Your failure to provide Dailymotion with accurate account information; or (v) Your failure to keep Your password or Your accounts details secure and confidential.

5.8. The limitations on Dailymotion's liability defined in this Section shall apply whether or not Dailymotion has been advised of or should have been aware of the possibility of any such losses arising.

Some jurisdictions limit or do not allow the disclaimer of warranties or damages, so the above disclaimer may not apply to the extent such jurisdiction's law applies to the Terms.

SECTION 6: RESTRICTIONS RELATED TO YOUR USE OF THE DAILYMOTION

SERVICE AND ITS RELATED TECHNOLOGIES

6.1. Considering the user-driven nature of the Dailymotion Service, You are responsible for Your use of the Dailymotion Service, Your Dailymotion Account and/or the Content You upload to Dailymotion. In this regard, You warrant as an essential condition that Your use of the Dailymotion Service, Your Dailymotion Account and/or Your Content, and any images, data and/or text which You may disseminate through the Dailymotion Service:

- (i) do not violate any applicable laws or regulations and/or display, incite, promote illegal activities.
- (ii) do not contain child pornography, sexual abuse or any type of sexually explicit content.
- (iii) do not infringe intellectual property rights of any third-party (including but not limited to sound, music, excerpts from any animated or non-animated television shows, short, medium-length and/or

feature-length films, brand, logo, advertisement or any other material that You have not created Yourself or for which You do not have the necessary clearances and permissions from third-party rights owners or copyright royalty collection organizations).

- (iv) do not violate:
 - Human rights (including incitement to hatred on the basis of the origin, religion, sexual orientation, gender, gender identity or disability of an individual or group of individuals, denying the commission of any crimes against humanity or acts that violate human dignity).
 - Individual rights (in particular by spreading defamatory, slanderous or offensive material in the form of threats, intimidation, bullying, harassment).
 - Publicity and privacy rights (in particular impersonation of an individual or a legal person).
 - Personal information rights.
- (v) do not support or promote:
 - any organizations or individuals that proclaim a violent mission or are engaged in violence. This includes organizations or individuals involved in terrorism, organized hatred against other groups of individuals, human trafficking and organized criminality.
 - the commission of violent extremist or terrorist acts.
 - violence and all other dangerous activities.
- (vi) do not contain verifiably false or misleading information which:
 - is created, presented and disseminated for economic gain or to intentionally deceive the public; and/or
 - may cause public harm, or is intended as threatening to democratic political and policymaking processes as well as to the public good such as to public health, to the environment or to the security of persons.
- (vii) are not spam or any other deceptive practices designed to abuse or mislead a Visitor (this includes excessively lengthy content, or content that forces unwanted and/or unsolicited actions, whether automated or manual, which falsely increase the number of views, impression or clicks associated with Your Content).

6.2. By uploading or disseminating images, data, and/or text to or through Dailymotion Service, You expressly warrant that You are not uploading any material violating the restrictions defined in Section 6.1. and that You have all necessary rights and/or authorizations and/or consents from the copyright owner(s) and/or any other relevant rightsholders and have paid any royalties or other fees pursuant to any licenses or permissions needed to upload and distribute Your Content on the Dailymotion Service.

6.3. Failure to comply with the Terms may result in (i) Your Content being removed and/or (ii) Your Dailymotion Account being deactivated and/or (iii) Your use of the embeddable Dailymotion Video Player being blocked and/or (iv) any elements or data related to Your Content or to Your Dailymotion Account being modified or removed (i.e. allegedly infringing username, metadata considered inappropriate, etc.) from the Dailymotion Service. In addition, Dailymotion reserves the right to report any violation of these provisions to applicable legal authorities and You may be personally liable to criminal sanctions applicable to the content in question, in addition to any applicable civil damages depending on the contentious nature of the content.

6.4. Because the Dailymotion Service is not designed as a video back-up service, You are responsible for taking all necessary precautions to safeguard Your video files.

6.5. Moreover, You shall not (i) falsely increase the number of views, impressions or clicks associated with Your Content or Third-Party Video(s) either directly or indirectly, or automatically (such as using robots, botnets or scrapers) or manually, (ii) authorize or encourage any third-party including offering any financial incentive to do the same, (iii) misuse any reporting, flagging, complaint, dispute, or appeals process, including by making false, groundless, vexatious, or frivolous submissions.

6.6. You also warrant that any website or applications on which You export Your Content and/or Third-Party Video(s) through the embeddable Dailymotion Video Player does not include any element that: (i) breaches any intellectual property rights of any third-parties or (ii) constitutes an injury to any person (including defamation, slander, abuse, etc.) or to any third-party's privacy rights or (iii) encourages violence or hatred against any individual or group, or cruelty to animals (iv) or contains sexually explicit or highly suggestive content or (v) encourages drug use or any illegal activity (vi) constitutes a threat to public order or standards

of decency and good morals (vii) include any element above-mentioned in Section 6.1., or (viii) violates any applicable laws. Moreover, You warrant that Your use of the embeddable Dailymotion Video Player shall not be made for: (i) any activity which may imply any kind of product, trademark or artist endorsement without authorization from the applicable rights owner or (ii) resale of any kind of the Dailymotion Service or (iii) any unauthorized third-party contests or (iv) synchronization of the underlying musical composition that might be embodied in the content displayed through the embeddable Dailymotion Video Player or any other use with any visual media output. You also shall not modify, build upon or block any portion or functionality of the Dailymotion Video Player including but not limited to links back to the Dailymotion website. By embedding Your Content and/or other user's content through the embeddable Dailymotion Video Player on any website or applications, You warrant that You have all the necessary rights and/or authorizations from the owner(s) of such website or applications and have paid any royalties or other fees pursuant to any licenses or permissions needed to such distribution.

6.7. You agree not to alter or modify any part of the Third-Party Video(s) and/or of the Dailymotion Service (including but not limited to the Dailymotion Video Player and its related technologies). You agree not to (or attempt to) circumvent, disable, reverse engineer or otherwise interfere with any security related features of the Third-Party Video(s), Dailymotion Service or features that (i) prevent or restrict use or copying of content or (ii) enforce limitations on use of the Dailymotion Service or the content accessible via the Dailymotion Service. You agree not to collect or harvest any personal data of any Visitor of the Dailymotion Service and to not use the Dailymotion Service for the solicitation of business in the course of trade or in connection with a commercial enterprise.

6.8. You agree not to use the Dailymotion Service and any of its related technologies (including without restriction the Dailymotion Video Player, the website, the app and the webapp) for any commercial use unless You obtain Dailymotion's prior written approval, in particular any of the following uses: (i) the sale of access to the Dailymotion Service, (ii) the sale of advertising, sponsorships or promotions placed on or within the Dailymotion Service or content or Dailymotion Video Player.

6.9. You understand and acknowledge that the use of the Dailymotion Service within an unauthorized framework such as the broadcast or the public display of any Dailymotion users' content in public places or shops is prohibited without the express written consent of Dailymotion. You agree not to access content hosted on the Dailymotion Service for any reason other than Your personal, non-commercial use solely as intended through and permitted by the normal functionality of the Dailymotion Service, and solely for Streaming purposes. "**Streaming**" means a digital transmission of an audiovisual work from the Dailymotion Service to a Visitor operated Internet enabled device in such a manner that the data is intended for real-time viewing and not intended to be permanently downloaded, copied, stored, or redistributed by the Visitor. Accessing a Third-Party Video(s) for any purpose or in any manner other than Streaming and personal use is expressly prohibited. If You wish to use another user's content for any other purpose, in particular for commercial use, You are solely responsible for obtaining the necessary advance authorization. In all circumstances, You understand and acknowledge that Your use of Third-Party Video(s) will be limited by copyright law. You agree that You will not attempt to modify any Third-Party Video(s) for any reason whatsoever, including for the purpose of disguising or changing any indications of the ownership or source of the content. You agree to and shall indemnify and hold DM Parties harmless from and against any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee (including reasonable attorneys' fees), and penalty, or other charge (including reasonable attorneys' fees and all other cost of investigating, defending or asserting any claim for indemnification under the Terms) arising from or relating to (i) Your Content, (ii) Your violation of the Terms; (iii) Your use of the Dailymotion Service; and (iv) Your violation of any third-party rights, including without limitation any copyright, property, publicity or privacy rights.

6.10 You agree not to access, view, upload, store, share or export any Third-Party Video(s) deemed illegal and/or contravening the conditions set out in Section 6.1. and especially not to make any use of content that would infringe the copyrights therein.

6.11. You acknowledge and agree that the owners of the Third-Party Video(s) and/or any of our Partners are third-party beneficiaries of the Terms and as such they may have the right to enforce the Terms against You as a third-party beneficiary of the Terms.

SECTION 7: REPORTING PROHIBITED CONTENT

7.1. Dailymotion has implemented an easily accessible mechanism next to each video uploaded on the Dailymotion Service allowing anyone to report the availability of infringing or illegal material and/or activity on the Dailymotion Service set out in Section 6.1.

7.2. Such processes to report prohibited content are described in detail at the following URL: <http://www.dailymotion.com/legal/prohibited> and within our Help Center at the following URL: <https://faq.dailymotion.com/hc/en-us/sections/200384117-Community-guidelines>.

SECTION 8: DATA, ADVERTISEMENTS AND PRIVACY

8.1. The records of Dailymotion are stored on our systems in accordance with standard safety practices and applicable laws. The Dailymotion records shall be considered proof of emails exchanged, registration forms sent, videos uploaded, and other activity within the Dailymotion Service, being agreed that, in the event of a discrepancy between our records and any paper or electronic documents in Your possession, our records shall be authoritative and controlling.

8.2. The Dailymotion Service may contain links to websites operated by other entities (a “**Linked Site**“). If You decide to visit any Linked Site, You do so at Your own risk and it is Your responsibility to take all protective measures to guard against viruses or other destructive elements. Dailymotion has no responsibility to You with respect to any Linked Site, and no Linked Site, regardless of the linking form (*ex.*, hotlinks, hypertext links, IMG links) is maintained, controlled, endorsed, monitored or otherwise governed by Dailymotion.

8.3. In accordance with Internet practice and custom, You acknowledge and agree that advertisements may be incorporated into the Dailymotion Service and then associated to Your Dailymotion Account and/or Your Content.

8.4. During Your use of our Service, the data that You provide us or that we collect or otherwise receive about You are stored by Dailymotion on servers belonging to Dailymotion SA and located in France. Copies of some of this data, including copies of Your Content, are also, for technical reasons related to the proper functioning and security of our systems, stored on servers belonging to Dailymotion SA located in the United States and in Singapore.

Dailymotion also uses cloud storage providers to store certain information concerning Your activity on our Service (excluding Your Content which we only store on servers that belong to us).

Dailymotion has implemented, or has insured that its service providers have implemented, industry-standard systems and procedures to ensure the security and confidentiality of data, to protect against anticipated threats or hazards to the security or integrity of Your personal data and Your Content and to protect against

unauthorized access to or use thereof. The technical constraints related to the international presence of the Dailymotion Service do not allow us to store data in a single country. **If You do not want Your data or data concerning You to be stored outside of Your country of residence, then do not use the Dailymotion Service. By using the Dailymotion Service, You consent to this transfer, Processing and storage of data, including personal data.** For clarity, when the provision or use of the Dailymotion Service involves transfer of personal data outside of data subject country of residence, each Party will (where applicable) comply with the legal obligations relating to such transfers, storage and Processing. In particular, when third-parties' personal data is incorporated in Your Content, You shall ensure that You have all necessary and legally required consents (including, when applicable, data subjects' consent) prior to use of the Dailymotion Service.

8.5. As a User, You have the ability to upload Content (which includes the title and description of the video) incorporating personal data. We remind You that You remain responsible for the Processing of the personal data incorporated therein and that Dailymotion acts only as a Data Processor of this data, as these terms are defined by applicable laws on the protection of personal data. In this respect, as data controller, You commit to respecting the Applicable Data Protection Laws, and especially to lawfully collect and process this data and to answer data subjects requests. In particular, You warrant that You have obtained and will maintain all required consents from third-parties whose personal data is incorporated in Your Content as necessary to allow us to provide the Dailymotion Service. You may refer to the provisions set out in Appendix A of the Terms in order to learn more about Your status as a data controller under the General Data Protection Regulation (GDPR) for the personal data of data subjects residing in the European Economic Area that may be incorporated into the Content that You upload on our Service.

8.6. Dailymotion takes Your privacy and the protection of Your personal data collected and processed in connection with Your use of the Dailymotion Service very seriously. If You want to find out more about the personal data collected, how we collect it and the related processes, You can check our [Privacy Policy](#) any time available from the Dailymotion homepage.

SECTION 9: MISCELLANEOUS

9.1. You acknowledge and agree that the Terms will continue to be enforceable for as long as You use the Dailymotion Service or any of its features, whether or not You are a Viewer, an Account Applicant, a User or a Partner. For the sake of clarity, watching videos from the Dailymotion Service, exporting the Dailymotion Video Player, and/or maintaining a Dailymotion Account are all deemed uses of the Dailymotion Service.

9.2. Any obligations which expressly or by their nature continue after termination, cancellation, or expiration of the Terms shall survive and remain in effect after such happening.

9.3. You agree that if one or more provision of the Terms is considered to be not enforceable as a result of the application of a Law, regulation, or the decision of a competent body having jurisdiction, it will be treated as not forming part of the Terms and all other provisions stated herein will remain in force.

9.4. You also acknowledge that if Dailymotion does not take immediate action in the case You fail to comply with the Terms, this shall not mean that Dailymotion is giving up on any rights that we may have, including but not limited to the right to take action in the future.

9.5. If You reside in a country that is a part of the European Economic Area, the United Kingdom or in Switzerland, You agree that any dispute between You and Dailymotion arising out of or relating in any way to the Terms or Your use of the Dailymotion Service shall be interpreted in accordance with the laws of France, without reference to its conflicts of laws, and notwithstanding multiple defendants or third-party

claims. You also agree that any claim or dispute between You and Dailymotion shall be decided by a court of competent jurisdiction located in Paris.

If You reside in a country that is not part of the European Economic Area, the United Kingdom or is not Switzerland, You agree that any dispute between You and Dailymotion arising out of or relating in any way to the Terms or Your use of the Dailymotion Service shall be interpreted in accordance with the New York laws, without reference to its conflicts of laws, and notwithstanding multiple defendants or third-party claims. You also agree that any claim or dispute between You and Dailymotion shall be decided by a court of competent jurisdiction located in the New York county.

9.6. Subject to any Dailymotion Partner Program Agreement as mentioned in Section 1.6., the Terms constitute the entire agreement between Dailymotion and You with respect to the Dailymotion Service and shall supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between You and Dailymotion with respect to the Dailymotion Service.

9.7. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and record originally generated and maintained in printed form.

9.8. You agree that Dailymotion may provide You with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Dailymotion Service.

9.9. If one or more provision of the Terms is considered to be invalid as such or as a result of the application of a law, regulation, or the decision of a competent body having jurisdiction, it will be treated as not forming part of the Terms and all other conditions of the Terms will remain in force.

9.10. No waiver by either Party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

9.11. You affirm that You are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in the Terms, and to abide by and comply with the Terms. In any case, You affirm that You are over the age of 13, as the Dailymotion Service is not intended for children under 13. If You are under 13 years of age, then please do not use the Dailymotion Service

Last Updated: January 19, 2022

APPENDIX A – Data Protection Annex

PREAMBLE

When You use the Dailymotion Service to upload videos the Content that You upload may include personal data of **third-parties** whose Processing is governed by the Applicable Data Protection Laws, as defined below (hereafter “**Third-Party Personal Data**”). In such case, You are the **Data Controller** (within the meaning of the Applicable Data Protection Law) for the Processing of this Third-Party Personal Data and Dailymotion is Your **Data Processor**. The present Appendix (“**DPA**”) is applicable to this Processing of such Third-Party Personal Data by Dailymotion acting as Your Data Processor.

In visiting and/or using the Dailymotion Service, You accept the DPA as binding on You, and acknowledge that it applies to the Processing of Third-Party Personal Data by Dailymotion as Your Data Processor in relation to the Content that You upload. If You do not agree with the terms of this DPA then we advise that You do not upload Content onto the Dailymotion Service.

Note that, in addition to the Processing of Your Third-Party Personal Data as Your Data Processor, Dailymotion processes Your personal data during Your use of our Service, and that regardless of whether You are a Viewer, Account Applicant, User or Partner, it is understood that while Processing Your personal data (other than the Third-Party Personal Data described above) (i) Dailymotion is not Your Data Processor but the Data Controller, and (ii) such Processing of Your other personal data is not governed by this DPA but is described in our [Privacy Policy](#). You may find in the latter all the information You need about the role of Dailymotion when Processing such or Your other personal data.

In the event that the Third-Party Personal Data incorporated in Your Content is that of Brazilian residents, this DPA applies, mutatis mutandis, to the Processing of said Third-Party Personal Data by Dailymotion. Therefore, in such situation where the Third-Party Personal Data contains data of Brazilian residents, then the definition of ‘Applicable Data Protection Laws’ includes the Brazilian General Law on Data Protection (LGPD).

You and Dailymotion may be individually referred to herein as “**Party**” or collectively as the “**Parties**”.

1. Context

You are the Data Controller of the Third-Party Personal Data that may be incorporated into Your Content. In this capacity, You retain full control over such Third-Party Personal Data. By uploading Your Content on our Service, You (acting as Data Controller) instruct Dailymotion (acting in its capacity as Data Processor) to process the Third-Party Personal Data by hosting the Content and providing to You with content management tools.

Dailymotion commits itself to keeping a record of all the Processing activities carried out on Your behalf, in compliance with its legal obligations. Furthermore, each of the Parties undertakes to comply with all legal obligations imposed on it pursuant to the Applicable Data Protection Law.

2. Definitions

In this DPA, capitalized terms and phrases have the meanings indicated below, which are applicable to both the singular and the plural thereof. Any other term not defined in this DPA shall have the same meaning as that attributed to it in the main body of the Terms above or else in the GDPR.

“Applicable Data Protection Laws” means the legislation protecting the fundamental rights and freedoms of individuals, including the right to privacy with respect to the Processing of personal data. Applicable Data Protection Laws means the following laws: (i) Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the Processing of personal data and on the free movement of such data, (ii) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the Processing of personal data and on the free movement of data entering into force on May 25, 2018 (the “GDPR”), (iii) any local law implementing the laws identified under (i) and (ii); (iv) Federal Data Protection Act of 19 June 1992 (Switzerland), (v) the United Kingdom’s Data Protection Act of 2018 (the “UK GDPR”) and (vi) any other applicable laws or regulations relating to the protection of personal data which would supplement or modify the above mentioned legislation.

“Processing” means the Third-Party Personal Data processing entrusted to Dailymotion and described in Section 3 of this DPA.

“Sub-Processor” has the definition attributed to it in the GDPR, and in this case means specifically any Sub-Processor engaged by Dailymotion (or any of their Sub-Processors) who, receives from Dailymotion any Third-Party Personal Data exclusively intended for carrying out data Processing operations entrusted by You under the present DPA. Additionally, any company that is member of the group of companies to which Dailymotion belongs and which may be involved such Processing of Third-Party Personal Data shall also be considered as a Sub-Processor under this DPA.

“Supervisory Authority” means the independent public authority responsible for monitoring the application of Applicable Data Protection Laws in each applicable country in order to protect the fundamental rights and freedoms of natural persons with respect to data Processing and to facilitate the free flow of data within the applicable country. In France, the competent supervisory authority is the “*Commission Nationale de l’Informatique et des Libertés*” (CNIL).

“Third Countries” means a country which is both: (i) outside the European Economic Area; and (ii) not the subject of a formal adequacy decision of the European Commission which recognizes that the country ensures an adequate level of protection of Third-Party Personal Data (taken in accordance with Article 25 (6) of Directive 95/46 / EC of the European Parliament and the Council of the European Union or Article 45 of the GDPR).

3. Characteristics of the Processing

You authorize Dailymotion to proceed with the Processing of the Third-Party Personal Data necessary to provide the Processing Services (as defined below), under the conditions described below.

3.1. Purposes of the Processing and Description of the Processing Services

3.1.a. Purposes of the Processing

Dailymotion operates the Dailymotion Service. The Data Controller is a User of the Dailymotion Service who uploads Content onto the Dailymotion Service which incorporates Third-Party Personal Data. **In any case, Dailymotion is not collecting this Third-Party Personal Data and has no prior knowledge of the presence of any Third-Party Personal Data within Your Content.**

As such, You are the Data Controller of this Third-Party Personal Data, and You will ensure that You have a legal basis to process the Third-Party Personal Data incorporated in Your Content (ex. consent, legitimate interest, etc.). Dailymotion shall process the Third-Party Personal Data in compliance with the Applicable Data Protection Laws and for the below-mentioned purposes, according to the instructions of the Data Controller stipulated in the present DPA. Additional instructions regarding the Processing of such Third-Party Personal Data can be provided by You either by using the available technical tools and features of the Dailymotion Service or by addressing them directly to us through Dailymotion's Help Center. Note that in the event Your instructions are incompatible with the way the Dailymotion Service operates or are in violation of the Terms or any other Dailymotion policies, Dailymotion will not be obliged to comply with such instructions, but You may stop the Processing by removing such Content at any time.

By uploading Your Content onto the Dailymotion Service, You will need to use the Dailymotion Service's technical features for the following purposes:

- Storing Your Content on the Dailymotion Service;
- Making Your Content available to the public according to the terms that You determine by using the functionalities available on our Service (ex. deciding to place the Content under public or private mode).

3.1.b. Description of the Processing Services

In this respect, You instruct Dailymotion to operate the following services (“**Processing Services**”) on Your behalf:

- Hosting of Your Content on the Dailymotion Service (this includes both the video files and associated metadata):
 - On Dailymotion SA servers located in France, the United States and Singapore;
 - On data hosting services (ex. cloud services) of third-party Data Sub-Processors (but only for the metadata associated with Content);
- Making available the Video Player for the distribution of Your Content to the public;
- Making available technical tools allowing You to manage Your Content.

3.2. Duration of the Processing

The Processing of Your Third-Party Personal Data will last until Your Content is removed for any reason whatsoever from the Dailymotion Service (ex. closure of Your Account, deletion of Your Content by You, or deletion of Your Content by Dailymotion following a notification that Your Content is in violation of the present Terms). However, note that despite the removal, for technical reasons related to the Dailymotion Service the video files and/or metadata associated with Your Content may not be completely deleted from our system until up to 30 days after the removal, and in the case of metadata specifically it will be retained for longer than 30 days if such retention is required by law or necessary to establish, exercise or defend legal claims.

3.3. Categories of Data Subjects

The Data Subjects of this Processing are those whose Third-Party Personal Data is incorporated into Your Content.

3.4. Categories of Third-Party Personal Data

The categories of Third-Party Personal Data processed depend on what Your Content (including associated metadata) contains. This may include any data that identifies or allows the identification of the Data Subjects such as their image (still or animated), voice, name, or any other personal information about them.

4. Security and Confidentiality of Third-Party Personal Data

Dailymotion has in place and shall maintain adequate physical and organizational measures necessary to preserve the security of the Third-Party Personal Data integrated within the Content (ex. aimed at preventing destruction, loss, distortion, damage or unauthorized access to such Third-Party Personal Data). These measures are adapted to the level of the risk presented by the Processing. Nevertheless, we remind You that the Dailymotion Service is not a storage service and that You should take all necessary precautionary measures for the backup and preservation of Your video files. Dailymotion does not assume any liability for the loss of the said files in accordance with Section 5 and 6 of the Terms.

Nonetheless, Dailymotion undertakes to implement the following **organizational measures** and to make its staff and its Sub-Processors respect them:

- ensure that the persons authorized to process Third-Party Personal Data or otherwise involved in the delivery of the Services are aware of, trained and organized to provide sufficient guarantees of security and confidentiality with respect to Third-Party Personal Data; and
- implement access and authorization management rules such as the following:
 - centralized management of access rights,
 - gradation of access and use rights,
 - periodic reviews.
- take all reasonable steps to prevent the misappropriated or fraudulent use of processed Third-Party Personal Data.

In addition, the main **technical measures** currently implemented by Dailymotion (some of which are specifically applicable for the protection of Third-Party Personal Data) are as follows:

- network segmentation and filtering between zones,
- multi-factor authentication,
- event log, collection and centralization of logs,
- anti-virus,
- management of security patches,
- security / flow encryption (SSL),
- Internal PKI,
- Encryption of data in transit and at rest,
- bug-bounty program,
- application of anonymization and pseudonymization techniques (ex. tokenization, aggregation, hashing, etc.),
- periodic re-certification of accounts (periodic review of access rights),
- peer-to-peer code review (development methodology),
- periodic security audits (architecture, configuration, code, intrusion tests, etc.).

In the event of a Third-Party Personal Data Breach (as defined in the GDPR) of which Dailymotion is aware, Dailymotion commits itself to notify You of this Third-Party Personal Data Breach as soon as possible either at the email address associated with Your User Account (or any other email address communicated to Dailymotion by You for this purpose) or through any other appropriate means (ex. banner notification visible from Your User Account). Dailymotion commits to cooperating with You should You choose to notify the Supervisory Authority or an affected Data Subject of the Third-Party Personal Data Breach. Please note that the competent Supervisory Authority under this DPA is the CNIL.

Furthermore, Dailymotion undertakes to provide You with all reasonable assistance in order to help You in respecting Your obligations regarding the security of the Third-Party Personal Data provided for by the Applicable Data Protection Law. You understand and agree that the reasonable costs of such assistance from Dailymotion, if any, will be at Your expense.

5. Sub-Processors

5.1. General Information

You authorize Dailymotion to use the services of any Sub-Processor listed in Section 5.2. below. Dailymotion is committed to communicate any information related to a new Sub-Processor by updating these Terms or by other reasonable means of communication (ex. making such list available elsewhere on the Dailymotion website). Dailymotion guarantees that the contracts with its Sub-Processors contain commitments at least as strict as those provided for in this DPA. If You object to a Sub-Processor, You can, at any time, terminate the Processing by deleting Your Content from our Service.

5.2. The Sub-Processors

Note that Dailymotion stores data, including Third-Party Personal Data that may be integrated within Your Content, on its servers located in Europe, the USA and Singapore.

As any other company, in order to provide You our Service, Dailymotion outsources some of its activities to third-party service providers. As a result, we also store some of that data using the services of third-party cloud storage providers that may be located outside of the EEA (European Economic Area).

The following companies are currently engaged by us as Sub-Processors:

SUB-PROCESSORS

**THE SERVICES
PROVIDED BY
SUB-
PROCESSORS**

SUB-PROCESSORS

THE SERVICES PROVIDED BY SUB- PROCESSORS

One or more of our Affiliates other than the Dailymotion entity You contract with and that is Your Data Processor:

Dailymotion SA; 140 boulevard Malesherbes; 75017 Paris; France (data protection contact details: [DPO](#))

Dailymotion Inc, 50 W 23rd Street, New York, NY 10010; USA (data protection contact details: [Customer Service](#))

Dailymotion Asia Pacific Pte Ltd, 137 Amoy Street; Singapore 049965 (data protection contact details: [Customer Service](#))

Dailymotion Advertising SAS; 140 boulevard Malesherbes; 75017 Paris; France (data protection contact details: [DPO](#))

Google Ireland Limited, Gordon House; Barrow Street; Dublin 4; Ireland (data protection contact details: https://support.google.com/policies/contact/general_privacy_form)

Amazon Web Services EMEA SARL “AWS”, 38 Avenue John F. Kennedy, L-1855, Luxembourg (data protection contact details: Amazon Web Services EMEA SARL “AWS”, 38 Avenue John F. Kennedy, L-1855, Luxembourg ATTN: AWS EMEA Legal)

MongoDB Ltd. (Atlas), 3rd Floor, 3 Shelbourne; Buildings, Nallsbridge; Dublin 4; Ireland; Atlas (data protection contact details: privacy@mongodb.com)

To help Us provide You with the Dailymotion Service

In order to host data related to Your Content present on the Service

6. Data Subjects Rights

As a Data Controller, it is Your responsibility to respond to the requests of the Data Subjects relating to the exercise of their privacy rights under applicable law and to inform the Data Subjects about the details of the Processing operations and that, at the latest at the time of collection of the Third-Party Personal Data or prior to any further Processing of the Third-Party Personal Data.

In this regard, Dailymotion shall:

- Communicate to You, as soon as possible, any request for deletion, correction, communication, access to the Third-Party Personal Data or limitation of the Processing of the Third-Party Personal Data, except where this communication is prohibited by the applicable authorities; and
- Assist You, by all appropriate and reasonable measures, in fulfilling Your obligation to comply with the requests of Data Subjects. Note that Dailymotion reserves the right to charge You for all reasonable costs and expenses related to assisting You with such requests.

Further, in this regard, You agree:

- That Dailymotion will communicate with You on the email address associated with Your User Account and/or another email address that has been designated by You to Dailymotion's DPO;
- That Dailymotion may share this email address and/or any other contact information provided within Your account (ex. the postal address) with the Data Subjects as the contact address of the Data Controller. Should You wish to designate any contact information different from what is in Your User Account, You should do so by contacting Dailymotion's DPO;
- That You shall respond to requests from Data Subjects within the timeframes set forth in the Applicable Data Protection Law;
- That You shall notify Dailymotion — by replying to the notification sent by Dailymotion as described in this Section — of Your response to each of the Data Subjects requests including, if applicable, whether You invoked an extension of the time to respond. In the absence of such a notification from You within the timelines prescribed by law, then You authorize Dailymotion to proceed with the removal of Your Content from the Dailymotion Service. However, in the event that the Data Subjects claims that Your Content contains sensitive and/or special Third-Party Personal Data (as defined under Applicable Laws) or the Third-Party Personal Data of a minor, You authorize Dailymotion to proceed to the immediate removal of access to the Content without waiting for Your response (though removal may be reversed depending on Your response). Note that this process is separate and in addition to any other content removal process described under the Terms (ex. removal of Your Content because it violates copyright law).

7. Your Representations and Warranties

You represent and warrant to Dailymotion that:

- You have obtained and will maintain for the duration of Your use of the Dailymotion Service all rights and authorizations necessary to allow us to provide You with the Dailymotion Services;
- All instructions You transmit to Dailymotion regarding the Processing of Third-Party Personal Data, as described under Section 3.1.a. are not in violation with the Applicable Data Protection Laws and, if You act in capacity of a Data Processor for another Data Controller, are compatible with any instructions You have received from such Data Controller. In particular, You shall ensure that You have been authorized to designate us as a Data Sub-Processor;
- the Third-Party Personal Data has been collected in compliance with the Applicable Data Protection Law;
- You have obtained the consent of the Data Subjects or have established an alternative legal basis for the collection of said Third-Party Personal Data and You undertake to produce evidence of such consent or legal basis upon a request from Dailymotion, the Data Subjects and/or competent authorities.

8. Requests

8.1 Audit Requests

As a Data Controller, You have a right to audit the Processing activities undertaken by Dailymotion as a Data Processor within the limitations set forth in this Section.

If You reasonably believe that Dailymotion does not respect one of its specific obligations as Your Data Processor, You may request an audit by submitting a description of this specific suspected failure and audit request to Dailymotion, using the contact details listed in Section 10 of this DPA. As part of the audit, Dailymotion undertakes to provide You with the information in its possession and strictly necessary to demonstrate the respect of Dailymotion's obligations as Your Data Processor as defined under this DPA and the Applicable Data Protection Laws subject to the respect of Third-Parties' rights and the security requirements of Dailymotion's computer systems.

For sake of clarity, You shall not be entitled to receive any information outside of this limited scope in relation to this audit right. You may request such audit not more often than once per thirty-six (36) month period and under the condition that You inform Dailymotion at the latest sixty (60) working days before its planned starting date. Such audit must be performed by an external third-party auditor at Your expense at Dailymotion's headquarters and during normal business hours and must be limited to two business days (unless the circumstances do not reasonably allow it to be completed within such time). The auditor must be subject to strict contractual obligations of confidentiality, and the results of such audit must also be treated as confidential information and must be shared with Dailymotion. Dailymotion may object in writing to an auditor appointed by You to conduct any audit if the auditor is, in Dailymotion's reasonable opinion, not suitably qualified or independent, a competitor of Dailymotion, or otherwise manifestly unsuitable. Any such objection by Dailymotion will require You to appoint another auditor.

If the audit reveals a non-respect of Dailymotion's obligations, Dailymotion will take reasonable measures to remedy it. Furthermore, if You are not satisfied with the result of such audit, You may always exercise Your right to at any time, stop or suspend the use of the Dailymotion Service.

Furthermore, You agree that if during the twenty-four (24) months preceding Your audit request, the subject of Your audit request has already been subject to another audit initiated by Dailymotion or by a third-party, the sharing of such audit's results with You will satisfy Dailymotion's audit obligation to You as described in the present Section.

8.2 Public Authorities Requests

In its role as a Data Processor, Dailymotion shall maintain appropriate measures to protect Third Party Personal Data in accordance with the requirements of applicable data protection Laws and regulations, including by implementing appropriate technical and organizational safeguards to protect Third Party Personal Data against any interference that goes beyond what is necessary in a democratic society to safeguard national security, defense and public security.

If Dailymotion receives a legally binding request to provide Third Party Personal Data to a Public Authority, Dailymotion shall, unless otherwise legally prohibited, promptly notify You and provide You with a summary of the nature of the request. Dailymotion may challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful, and may pursue possibilities of appeal and/or seek interim measures with a view to suspending the effects of the request until the competent judicial authority had decided on its merits. It shall not disclose the Third Party Personal Data requested until required to do so under the applicable procedural rules. Dailymotion agrees it will provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request. For the avoidance of doubt, this DPA shall not require Dailymotion to pursue action or inaction that could result in civil or criminal penalty for Dailymotion such as contempt of court.

9. Third-Party Personal Data Transfers outside the European Economic Area

If, during the provision of the Services, You are established in a Member State of the European Economic Area, Switzerland or the United Kingdom, the Third-Party Personal Data incorporated into Your Content are transferred to a Third Country as necessary to provide the Processing Services.

Therefore, according to the Applicable Data Protection Law, the **module #2 – Controller to Processor** of the [Standard Contractual Clauses](#) are applicable to this transfer of Third-Party Personal Data by You, the Data Controller (acting as the data exporter) to Dailymotion, Your Data Processor (acting as the data importer). It is agreed by the Parties that:

- the description of the Processing as required under **Annex I** of the [Standard Contractual Clauses](#) is provided under Sections 3, 4 and 10 of the present DPA and,
- the description of the technical and organizational security measures as required under **Annex II** of the [Standard Contractual Clauses](#) are provided under Section 4 of the present DPA, and
- the list of Sub-Processors as required under Annex III is provided under Section 5 of the present DPA.

By accepting these Terms, You accept to be bound by these Standard Contractual Clauses and their annexes.

In the event that Dailymotion either directly or indirectly transfers Third-Party Personal Data to a Third Country through a third-party Sub-Processor (instead of Processing such Third-Party Personal Data itself directly), Dailymotion will ensure that such transfer is done only in the presence of legally adequate safeguards. For example, by integrating the Standard Contractual Clauses within such Sub-Processor's contract and/or by obtaining a commitment from such Sub-Processor to enter into Standard Contractual Clauses with its own Sub-Processors (if any).

As of the last update of the Terms, Dailymotion has conducted an assessment of the applicable laws and regulations or practices of the Third Countries of destination where the Processing of Third Party Personal Data may occur. It has been established that the Third Party Personal Data that is transferred to these Third Countries is stored in our own proprietary datacenters and for a limited duration in time (all new videos are duplicated on the servers of these datacenters but then only copies of the videos that got popular in the territories closer to the datacenter are kept for a longer time on these servers in Third Countries). Also, Dailymotion is designed as a video-sharing platform, meaning that the videos which may contain Third Party Personal Data are public by default, and therefore accessible to anyone.

Also, Dailymotion has no reason to believe that the laws and practices in any Third Country of destination applicable to the Processing of Third Party Personal Data, including any requirements to disclose Third Party Personal Data or measures authorizing access by a Public Authority (e.g. a government agency, or law

enforcement authority, including judicial authorities), prevent Dailymotion from fulfilling its obligations under this DPA. However, if Dailymotion reasonably believes that any existing or future enacted or enforceable laws and practices in a Third Country of destination applicable to the Processing prevent it from fulfilling its obligations under this DPA and may represent a threat to Third Party Personal Data's security and integrity, it shall promptly notify its Users, including You, and it will use reasonable efforts to make available to the affected Users a change in the Services. If Dailymotion is unable to make available such change, You may remove Your Content at any time from the Dailymotion Service.

As such, Dailymotion has determined that the risks of infringing such Third Party's privacy associated to such transfer to a Third Country is limited and consequently, that the existing measures in place shall be sufficient to ensure the efficiency of the protection of the rights of the data subjects whose Third Party Personal Data is related to.

10. DPO – Identity and Contact Details

- **Dailymotion's Contact Info:** Contact email [here](#).
- **Your Identity Contact Info:** the email address associated with Your User Account, or, if applicable, the email address communicated in compliance with Section 6 of this DPA.