

# Vimeo Privacy Policy

Last Updated: August 30, 2018

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

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## 1. Introduction

### Who we are and what we do

This Privacy Policy covers Vimeo, Inc. and its subsidiaries including Livestream LLC (collectively, "**Vimeo**," "**we**" "**us**" or "**our**"). We provide online video sharing and related services through our websites, including Vimeo.com and Livestream.com, our branded applications for mobile and connected devices, and our embeddable video players. We also offer video-related devices, such as Mevo cameras and accessories.

### Acceptance and Changes

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

## 2. Children's Privacy

We do not knowingly collect information of persons who are under the minimum required ages specified herein. Residents of the European Union must be at least 16. Persons outside of the EU must be at least 13. Persons who are under 18 must obtain parental consent to use our services.

## 3. Data We Collect About You

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

#### Account Information

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

#### Financial Information

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

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

#### Content

Accountholders may create a profile and upload content such as videos, text, photographs, and artwork. Your profile may display information about you and your activities. This information may be accessed by others. Your videos may be viewed and otherwise accessed by others, and associated metadata (e.g., titles, descriptions, tags, etc.) are viewable by others. Your interactions with other users (e.g., comments, "likes," private messages) may be seen by others. You may choose to limit the availability of your profile and videos. For more details, see **Section 9**.

#### Other Information You May Submit

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

#### Automatically-Collected Information

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

#### Physical Products

We collect your shipping address to send you products you have ordered. We may automatically collect data concerning your use of our video devices.

#### Information Collected by Third Parties

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

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

## 4. How We Use Your Data

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We may use your data for the following purposes:

- **Identification and authentication:** We use your data to verify you when you access your account.
- **Operating our services:** We use your data to provide our services, process and fulfill orders, provide customer support, and to otherwise comply with our contractual obligations to you. We (and/or our third-party vendors) use your financial information to process purchases made by you and to pay you amounts you have earned.
- **Communicating with you:** We use your data when we communicate with you (e.g., when we respond to a customer support or other inquiry).
- **Improving our services:** We use your data to understand how our services are being used and how we can improve them. In general, we analyze aggregated data, rather than specific user data. We may, however, need to analyze a specific case to address a specific problem (e.g., a bug that affects only a few accounts).
- **Customizing your experience:** We use your data to personalize the service to you. This may include remembering your preferences for language or volume or displaying videos that you might enjoy, based upon your viewing choices.
- **Marketing and advertising:** We use your data to display ads and send you offers. We may also use your data in delivering third-party advertisements to you. This may include "targeted ads" based upon your activities.
- **Exercising our rights:** Where reasonably necessary, we use your data to exercise our legal rights and prevent abuse of our

service. For example, we may use your data to detect and prevent fraud, spam, or content that violates our Terms of Service.

- **Legal compliance:** We use your data where we are legally required to do so. For example, we may need to gather your data to respond to a subpoena or court order.
- **Protecting your information:** Where appropriate, we may anonymize, backup, and delete certain data.

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

## 5. With Whom We Share Your Data

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We share data with third parties as follows:

- **As you instruct:** We may make your profile and videos available to others as you instruct in using our services. We may share your data with persons to whom you have granted account-level access.
- **With your consent:** We may share your data with third parties where we have obtained your express consent to do so. You may revoke these consents.
- **Authorized vendors:** We may share your data with third-party vendors that help us operate our services, process orders, and comply with your instructions and our contractual obligations. This includes payment processors, content delivery networks (CDNs), cloud-based hosting services, monitoring services, email service providers, quality assurance and testing vendors, fraud and abuse prevention vendors, customer relations management (CRM) vendors, and shipment vendors.
- **Advertising:** We may share your data with advertising companies to display relevant ads to you. Unless you expressly agree, we will not share or sell your name, email address, or physical address with such persons.
- **Analytics:** We may share your data with persons who provide analytics showing how customers are using our services.
- **Affiliates and advisors:** We may share your data with our parent company, IAC/InterActiveCorp, and our auditors and advisors for planning, financial reporting, accounting, auditing, tax filings, and legal compliance. Unless you expressly agree, we will not share your data with our parent or any affiliate for other purposes, such as direct marketing.
- **Certain legal situations:** We may share your data where we believe disclosure is necessary to comply with a legal obligation or in connection with a corporate transaction as discussed in Section 6.
- **Aggregated or anonymized information:** We may publicly disclose non-personal aggregated or anonymized information such as our number of visitors and registered users.

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

## 6. Legal and Safety-Related Disclosures

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

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

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

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

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

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

## 7. Data Retention

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

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

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

## 8. Your Privacy Choices

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We enable you to make numerous choices about your data:

- You may choose not to provide us with certain information. For example, you may choose not to create an account or not to provide optional account information.
- You may change your account and video privacy settings. See **Section 9** for more details.
- You may change or correct information voluntarily submitted to us. We encourage you to keep your data current by viewing your settings page.
- You may opt out of receiving commercial emails from us. See **Section 10** for more details.
- You may limit the use of cookies. See our Cookie Policy for options.
- You may backup your videos.
- You may close your account (which will delete all videos) or delete certain videos.

Users from certain countries may have additional rights. See **Section 14** for more details.

## 9. Account and Video Privacy Settings

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Our video hosting and sharing tools offer the ability to limit the distribution of your content, including your videos. This section explains some of your choices.

### Profile

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

### Team Members

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

### Videos

We enable you to manage the privacy settings of your videos. Your options, which depend on your subscription plan, may include:

- **Public (or "anyone"):** Your video will be publicly-available.
- **Just you (i.e., "only me"):** Your video will be available to you and authorized Team Members.
- **Selected people:** Your video will be available to users you select (such as users you follow or specifically-designated users).
- **Password-protected:** Your video may be accessed by anyone who enters the password you have set.
- **Private link:** Your video may be accessed by anyone who enters the link assigned to it.

You may change these settings at any time. Changes will be applied on a go-forward basis. You should exercise caution in granting access to others. Once you have granted access to someone else, you lose a degree of control over the distribution of your video as those persons may share the password and/or link with other people. Regardless of your profile or video privacy settings, Vimeo reserves the right to inspect them for compliance with its [Terms of Service](#), to provide customer support, or to address technical issues.

## 10. Communications from Us

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### Emails

By creating an account, you consent to receive commercial emails from us. This includes newsletters and offers. Users from certain countries may have the ability to opt out or opt in at the time of account creation. All users may decline to receive commercial messages in their account settings. Please note that any opt-out request may take several days to process and you will continue to receive transactional emails from us (e.g., emails confirming transactions and/or providing information about your account).

### Mobile Device Communications

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

## 11. Protecting Your Information

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

## 12. Your Responsibilities

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You may receive other people's data in using our service. If you receive information from other users, you must comply with all laws, including those concerning privacy, data security, and online marketing.

## 13. Third-Party Services

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We may provide links to online services that we do not own or operate. These services fall outside of this Privacy Policy and we have no control over the data they collect. For example, if you click on an advertisement, you may be taken to the advertiser's website. Once on a third-party site, your data may be collected by others. We encourage you to read the privacy policies of such services before using them.

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

## 14. International Data Transfers and Certain User Rights

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### 14.1 Location of Data

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

### 14.2 GDPR (EEA Users)

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

- Legitimate business interests: We could not provide our services or comply with our obligations to you without transferring your personal information to the U.S.
- Consent: We may transfer your personal information when we receive your express, revocable consent.
- Our use of Standard Contractual Clauses (also known as "Model Clauses") where appropriate.

- The EU-U.S. and Swiss-U.S. Privacy Shield frameworks, as described further below.

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

If you have a request, complaint or inquiry, please contact our Data Protection Officer at the address listed in **Section 15**. We are committed to working with you to obtain a fair resolution of any issue. You also have the right to file a complaint with the supervisory data protection authority of your jurisdiction.

### 14.3 Privacy Shield (EU and Swiss Users)

This **Section 14.3** applies only to natural persons residing in the European Union and Switzerland (for the purpose of this section only, "you" or "your" shall be limited accordingly). Vimeo complies with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework (collectively, "**Privacy Shield**") regarding the collection, use, and retention of personal information transferred from the EU to the U.S.

Vimeo adheres to the Privacy Shield principles of notice, choice, onward transfer, security, data integrity, access, and enforcement (the "**Privacy Shield Principles**"). Vimeo has established policies and procedures to ensure compliance with the Privacy Shield Principles and will conduct an annual internal assessment to ensure such compliance. If there is any conflict between the terms of this Privacy Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern.

Vimeo has certified to the U.S. Department of Commerce that it adheres to the Privacy Shield Principles. To learn more about the Privacy Shield program, and to view Vimeo's certification, please visit <https://www.privacyshield.gov>. By making this certification, Vimeo is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission (FTC).

Where Vimeo has transferred personal information of EU or Swiss residents to third parties, Vimeo shall be liable if those third parties do not process personal information in compliance with the Privacy Shield Principles. This shall not be the case where Vimeo establishes that it is not responsible for the damage caused by the third party.

In accordance with Privacy Shield Principles, Vimeo commits to resolve complaints about our collection or use of your personal information. If you have inquiries or complaints regarding our Privacy Shield policy, you should first contact Vimeo at the address listed in **Section 15**. If you do not receive timely acknowledgment of your complaint from us, or if we have not addressed your complaint to your satisfaction, please contact our independent recourse mechanism provider, JAMS, at <https://www.jamsadr.com/eu-us-privacy-shield>, to file a complaint. JAMS' services are provided at no cost to you.

If you have an unresolved complaint after contacting both Vimeo and JAMS, you may elect to arbitrate your Privacy Shield claims against Vimeo pursuant to Annex I of the Privacy Shield Principles, which provides for binding arbitration administered by the American Arbitration Association. Such arbitration will be binding upon you and Vimeo.

### 14.4 California User Rights

California residents have the right to opt out of disclosing information to third parties for the purpose of allowing such third parties to directly market their products and services. At this time, we do not engage in this type of disclosure. If you have questions, please contact us.

## 15. How to Contact Us

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

**Vimeo, Inc.**

555 West 18th Street

New York, New York 10011

Attention: Data Protection Officer

[Privacy@vimeo.com](mailto:Privacy@vimeo.com)

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Privacy

Collaboration

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