

EU CODE OF PRACTICE ON DISINFORMATION 2022

# Subscription Document for Vimeo, Inc.

**Name of the Signatory**

Vimeo, Inc.

**About the Signatory**

*[Provide a description of the Company/Organisation and the relevant products, activities and services it and its subsidiaries offer, which are covered by the listed commitments and measures.]*

*Depending on the type of signatory, describe also either the nature and specificities of the platform/service and the types of disinformation-related issues observed on the service (for online platform signatories), or the solutions or activities provided by the signatory to counter disinformation (for other type of signatories)]*

*If you are a trade association, provide information about your membership and any other relevant information.]*

Service name	Description of the service
Vimeo, Inc.	<p>Vimeo is an all-in-one video software solution, providing the full breadth of video tools through a software-as-a-service (“SaaS”) model. We provide a single turnkey solution to create, collaborate and communicate with video.</p> <p>Businesses face significant barriers to use video today, including time, cost, lack of technical expertise and the need to pay for and manage multiple software vendors. Our cloud-based software eliminates these barriers and solves essential video needs.</p> <p><b>Target</b> Our target customers include small-to-midsize businesses (SMBs), larger enterprises, marketers, agencies and creative professionals.</p> <p><b>Market</b> Our market is global. Our products are used by customers in over 190 countries.</p> <p><b>Business Model</b> We earn revenue primarily through a SaaS business model, selling subscriptions to our cloud-based software on an annual or monthly basis. We employ a “freemium” pricing strategy, offering free membership and access to our video tools alongside paid subscription plans for advanced video capabilities.</p> <ul style="list-style-type: none"><li>• Basic (free) memberships</li></ul>

Anyone can access a basic (free) membership to Vimeo by signing up with an email address. With a basic membership, users can create, record, upload and share videos through our website and native apps for free. Our free users are subject to weekly and total caps on uploaded videos, and do not have access to advanced video capabilities such as live streaming or the ability to add team members. We provide opportunities to upgrade to a paid subscription at natural points in the user's experience, such as when a free user nears or hits an uploaded video cap. We also highlight the advanced video capabilities of our subscription plans natively within our free user product experience.

- Self-serve subscription plans

We offer paid subscription plans on a "self-serve" basis, meaning that users can sign up directly through our website or apps and pay subscription fees with a credit card or an in-app purchase mechanism. Available features vary depending on the plan type and include video creation, collaboration, distribution, hosting, marketing, monetization and analytics. We also offer the ability to add multiple team members to our higher-priced plans.

- Sales-assisted subscription plans

We sell subscription plans through our sales force. These "sales-assisted" plans provide additional features beyond our self-serve plans, plus options for dedicated support, account management, service level agreements and professional live event services. Our sales-assisted plans include:

- Vimeo Enterprise: Vimeo's video offering for large organizations that includes intuitive tools to record and upload content, secure live streaming of events, a corporate video library, webinar functionality, single-sign-on support, content delivery network optimization to improve quality-of-service in corporate networks, robust analytics, and the ability to use our technology on a white-label basis (so that a company's own branding is featured instead of Vimeo's).
- Vimeo OTT: an over-the-top (OTT) video monetization solution that allows customers to launch and run their own video streaming channel directly to their audience through a branded web portal, mobile apps and Internet-enabled TV apps. Our customers have a direct relationship with the end viewers of their content, and we handle everything from app development to billing to customer support. Customers may offer their videos on a subscription basis, an à la carte basis, an ad-supported basis or for free.
- Vimeo Custom: plans optimized for high-volume users, e.g., plans that offer significantly higher storage or bandwidth.

	<p><b>Relevant Services for purposes of the CoPD</b></p> <ul style="list-style-type: none"> <li>Vimeo.com is a video hosting and sharing platform. Users may create accounts and profile pages, create and upload videos, and share videos via the Vimeo.com website. All account levels provide some functionalities such as account profile creation, uploading videos, ability to follow other users, comments, 1:1 communications, etc., though many of these features are infrequently used (90% of video plays actually occur off-site).</li> </ul>

<b>II. Scrutiny of Ad Placement</b>	
<b>Provide reasoning for the choice of commitments and measures, as well as future plans</b> (if applicable)	N/A. Vimeo does not support ad placements or receive any ad-based revenue.
<b>III. Political Advertising</b>	
<b>Provide reasoning for the choice of commitments and measures, as well as future plans</b> (if applicable)	N/A. Vimeo is not a social media platform and is not used for carrying out political advertising.
<b>IV. Integrity of Services</b>	
<b>List of adopted commitments and measures</b> <sup>1</sup>	<b>Qualitative reporting elements and service level</b>

<sup>1</sup> Text of the commitments/measures as per Code of Practice or adapted to be more relevant or proportionate

		indicators <sup>2</sup>
<u>Commitment 14</u>	<u>Measure 14.1</u>	<u>QRE 14.1.1, 14.1.2</u>
	<u>Measure 14.2</u>	<u>QRE 14.2.1, SLI 14.2.1</u>
	<u>Measure 14.3</u>	<u>QRE 14.3.1</u>
<u>Commitment 16</u>	<u>Measure 16.1</u>	<u>QRE 16.1.1</u>
	<u>Measure 16.2</u>	<u>QRE 16.2.1</u>
<b>Provide reasoning for the choice of commitments and measures, as well as future plans</b> (if applicable)	<p>Vimeo is not a social media platform that enables or encourages user engagement in the way social media platforms do. Therefore, we do not commit to the following as they are not relevant to our services:</p> <p><u>SLI 14.2.2</u>  <u>SLI 14.2.3</u>  <u>SLI 14.2.4</u></p> <p><u>Commitment 15</u> – Vimeo does not develop or operate AI system that disseminate content. This commitment is not relevant to our services.</p>	
<b>V. Empowering Users</b>		
<b>List of adopted commitments and measures</b> <sup>3</sup>		<b>Qualitative reporting elements and service level</b>

<sup>2</sup> Each commitment / measure to be accompanied by either a Qualitative Reporting Element and/or quantitative Service Level Indicator as per Code of Practice or adapted to be more relevant or proportionate

<sup>3</sup> Text of the commitments/measures as per Code of Practice or adapted to be more relevant or proportionate

		indicators <sup>4</sup>
<u>Commitment 17</u>	<u>Measure 17.2</u>	<u>QRE 17.2.1</u>
<u>Commitment 23</u>	<u>Measure 23.1</u>	<u>QRE 23.1.1</u>
	<u>Measure 23.2</u>	<u>QRE 23.2.1</u>
<u>Commitment 24</u>	<u>Measure 24.1</u>	
<b>Provide reasoning for the choice of commitments and measures, as well as future plans</b> (if applicable)	<p>Vimeo is not typically used as a content viewing platform. Rather, our services are generally used by professionals that want to use video as a tool for their business. Vimeo is not a social media platform that is typically used for the viral spread of misinformation and disinformation. Therefore, we do not commit to the following because they would be disproportionate to the level of risk our services pose for these specific issues:</p> <p><u>Measure 17.1, QRE 17.1.1, SLI 17.1.1</u>  <u>Measure 17.3, QRE 17.3.1</u></p> <p><u>Commitment 18</u> – Vimeo is not a social media platform and does not enable – therefore it is not used for - the viral propagation of content  <u>Commitment 19</u> – Vimeo does not use recommender systems or prioritise content like social media platforms do  <u>Commitment 20</u> – Not relevant for our services, Vimeo is not a social media platform</p>	

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<sup>4</sup> Each commitment / measure to be accompanied by either a Qualitative Reporting Element and/or quantitative Service Level Indicator as per Code of Practice or adapted to be more relevant or proportionate

	<u>Commitment 21</u> - Not relevant for our services, Vimeo is not a social media platform <u>Commitment 22</u> - Not relevant for our services, Vimeo is not a social media platform <u>Commitment 25</u> - Not relevant for our services	
<b>VI. Empowering the Research Community</b>		
<b>List of adopted commitments and measures</b>	<b>Qualitative reporting elements and service level indicators</b>	
<u>Commitment 27</u>	<u>Measure 27.1</u>	<u>QRE 27.1.1</u>
	<u>Measure 27.2</u>	<u>QRE 27.2.1</u> * i *In proportion to our resources and the risk our services pose in terms of disinformation and misinformation
	<u>Measure 27.3</u>	<u>QRE 27.3.1</u>
	<u>Measure 27.4</u>	<u>QRE 27.4.1</u>
<u>Commitment 28</u>	<u>Measure 28.1</u>	<u>QRE 28.1.1</u>
	<u>Measure 28.2</u>	<u>QRE 28.2.1</u>
	<u>Measure 28.3</u>	<u>QRE 28.3.1</u>

<p><b>Provide reasoning for the choice of commitments and measures, as well as future plans</b> (if applicable)</p>	<p>We do not commit to the following:  <u>Commitment 26</u> – This would be disproportionate, given the size of our T&amp;S team, the availability of resources and the Vimeo’s risk level.  <u>Measure 28.4</u> – Vimeo’s risk level is low. Additionally, as a smaller platform our resources are limited. We need to prioritize where/what we use our resource for and this is a Commitment that is more relevant for other platforms with higher risk profiles.  <u>Commitment 29</u> – Same as above.</p>	
<p><b>VII. Empowering the Fact-Checking Community</b></p>		
<p><b>Provide reasoning for the choice of commitments and measures, as well as future plans</b> (if applicable)</p>	<p>N/A Vimeo is not a social media platform that enables the viral propagation of content.</p>	
<p><b>VIII. Transparency Centre</b></p>		
<p><b>List of adopted commitments and measures</b></p>		<p><b>Qualitative reporting elements and service level indicators</b></p>
<p><u>Commitment 34</u></p>	<p><u>Measure 34.1</u></p>	
	<p><u>Measure 34.2</u></p>	
	<p><u>Measure 34.3</u></p>	
	<p><u>Measure 34.4</u></p>	
	<p><u>Measure 34.5</u></p>	



<u>Commitment 35</u>	<u>Measure 35.1</u>	
	<u>Measure 35.2</u>	
	<u>Measure 35.3</u>	
	<u>Measure 35.4</u>	
	<u>Measure 35.5</u>	
	<u>Measure 35.6</u>	
<u>Commitment 36</u>	<u>Measure 36.1</u>	
	<u>Measure 36.2</u>	
	<u>Measure 36.3</u>	<p><u>QRE 36.3.1, QRE 36.3.2, SLI 36.3.2*</u></p> <p>*Proportionate to our risk level, resources and the type of activity we see around misinformation and disinformation.</p>
<b>IX. Permanent Task-force</b>		
<b>List of adopted commitments and measures</b>		<b>Qualitative reporting elements and service level indicators</b>
<u>Commitment 37</u>	<u>Measure 37.1</u>	

	<u>Measure 37.2</u>	
	<u>Measure 37.3</u>	
	<u>Measure 37.4</u>	
	<u>Measure 37.5</u>	
	<u>Measure 37.6</u>	
<u>Commitment 38</u>	<u>Measure 38.1</u>	
<u>Commitment 39</u>		
<u>Commitment 40</u>	<u>Measure 40.2</u>	
	<u>Measure 40.3</u>	
	<u>Measure 40.4</u>	
	<u>Measure 40.5</u>	
	<u>Measure 40.6</u>	
<u>Commitment 41</u>	<u>Measure 41.1</u>	
	<u>Measure 41.2</u>	
	<u>Measure 41.3</u>	
<u>Commitment 42</u>		

<u>Commitment 43</u>		
<b>Provide reasoning for the choice of commitments and measures, as well as future plans</b> (if applicable)	We do not commit to <u>Measure 40.1</u> and <u>Commitment 44</u> as we are not a VLDP.	

*Signature*



Michael Cheah  
General Counsel  
Vimeo, Inc.

*Date and place*

New York, NY, June 13, 2022

## Supporting document: Tables for simplified subscription documents

II. Scrutiny of Ad Placement	
List of adopted commitments and measures <sup>1</sup>	Qualitative reporting elements and service level indicators <sup>2</sup>
This section does not apply to our services. Vimeo does not support ad placements or receive any ad-based revenue.	

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<sup>1</sup> Text of the commitments/measures as per Code of Practice or adapted to be more relevant or proportionate

<sup>2</sup> Each commitment / measure to be accompanied by either a Qualitative Reporting Element and/or quantitative Service Level Indicator as per Code of Practice or adapted to be more relevant or proportionate

<b>III. Political Advertising</b>	
<b>List of adopted commitments and measures <sup>3</sup></b>	<b>Qualitative reporting elements and service level indicators<sup>4</sup></b>
N/A. Vimeo is not a social media platform and is not used for carrying out political advertising.	

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<sup>3</sup> *Text of the commitments/measures as per Code of Practice or adapted to be more relevant or proportionate*

<sup>4</sup> *Each commitment / measure to be accompanied by either a Qualitative Reporting Element and/or quantitative Service Level Indicator as per Code of Practice or adapted to be more relevant or proportionate*

#### IV. Integrity of Services

List of adopted commitments and measures <sup>5</sup>	Qualitative reporting elements and service level indicators <sup>6</sup>
<p><b><u>Commitment 14</u></b></p> <p>In order to limit impermissible manipulative behaviours and practices across their services, Relevant Signatories commit to put in place or further bolster policies to address both misinformation and disinformation across their services, and to agree on a cross-service understanding of manipulative behaviours, actors and practices not permitted on their services.</p> <p>Such behaviours and practices, which should periodically be reviewed in light with the latest evidence on the conducts and TTPs employed by malicious actors, such as the AMITT Disinformation Tactics, Techniques and Procedures Framework, include:</p> <ul style="list-style-type: none"> <li>● The creation and use of fake accounts, account takeovers and bot-driven amplification,</li> <li>● Hack-and-leak operations,</li> <li>● Impersonation,</li> <li>● Malicious deep fakes,</li> <li>● The purchase of fake engagements,</li> </ul>	<p><b><u>Measure 14.1</u></b></p> <p>Relevant Signatories will adopt, reinforce and implement clear policies regarding impermissible manipulative behaviours and practices on their services, based on the latest evidence on the conducts and tactics, techniques and procedures (TTPs) employed by malicious actors, such as the AMITT Disinformation Tactics, Techniques and Procedures Framework.</p> <p><b><u>QRE 14.1.1:</u></b> Relevant Signatories will list relevant policies and clarify how they relate to the threats mentioned above as well as to other Disinformation threats.</p> <p><b><u>QRE 14.1.2:</u></b> Signatories will report on their proactive efforts to detect impermissible content, behaviours, TTPs and practices relevant to this commitment.</p> <p>Vimeo is not a social media platform. Users typically don't use our platform to spread misinformation and disinformation the way they would other platforms (e.g., Facebook or Twitter).</p> <p>From those listed, the types of conducts and TTPs employed by malicious actors we see on our platform are:</p> <ul style="list-style-type: none"> <li>- Impersonation</li> <li>- Malicious deep fakes</li> </ul> <p>Our Acceptable Use Policy, as stated in Section 5 of our Terms of Service, restricts the types of content users may submit to our platform. Among others, it prohibits</p> <ul style="list-style-type: none"> <li>- Content that infringes any third party's copyrights or</li> </ul>

<sup>5</sup> Text of the commitments/measures as per Code of Practice or adapted to be more relevant or proportionate

<sup>6</sup> Each commitment / measure to be accompanied by either a Qualitative Reporting Element and/or quantitative Service Level Indicator as per Code of Practice or adapted to be more relevant or proportionate

<ul style="list-style-type: none"> <li>● Non-transparent paid messages or promotion by influencers,</li> <li>● The creation and use of accounts that participate in coordinated inauthentic behaviour,</li> <li>● User conduct aimed at artificially amplifying the reach or perceived public support for disinformation.</li> </ul>		<p>other rights, including impersonations; and</p> <ul style="list-style-type: none"> <li>- Content that contains false or misleading information, including deep fakes</li> </ul> <p>Given the large amount of content that is uploaded to our platform, it would be impossible to review every piece of content for potential violations to our Acceptable Use Policy. We endeavour to review specific content that is flagged by our users, third parties, and certain software-based systems. We also use third-party vendors to scan the web for content that may violate some of our content restrictions, including misinformation and disinformation on certain topics (e.g., COVID vaccine).</p>
	<p><b>Measure 14.2</b></p> <p>Relevant Signatories will keep a detailed, up-to-date list of their publicly available policies that clarifies behaviours and practices that are prohibited on their services and will outline in their reports how their respective policies and their</p>	<p>Our <a href="#">Acceptable Use Policy</a>, Section 5 of our <a href="#">Terms of Service</a>, as well as our <a href="#">Acceptable Use Community Guidelines</a>, which explain in detail our content restrictions and how we enforce them, are publicly available.</p>

	<p>implementation address the above set of TTPs, threats and harms as well as other relevant threats. Such information will also be reported in the Transparency Centre. The list of TTPs will serve as the base for the TTPs to be reported upon and relevant signatories will work within the Permanent Task-force to further develop and refine related indicators on the impact/effectiveness of their related actions. Relevant Signatories will also develop further metrics to estimate the penetration and impact that Fake/Inauthentic accounts have on genuine users and report at the Member State level (including trends on audiences targeted; narratives used etc.).</p> <p><u>QRE 14.2.1:</u> Relevant Signatories will report on actions taken to implement the policies they list in their reports and covering the range of TTPs identified/employed, at the Member State level.</p> <p><u>SLI 14.2.1:</u> Number of instances of identified TTPs and actions taken at the Member State level under policies addressing each of the TTPs as well as information on the type of content.</p>	
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	<p><u>Measure 14.3</u>  Relevant Signatories will convene via the Permanent Task-force to agree upon and publish a list and terminology of TTPs employed by malicious actors, which should be updated on an annual basis, and consist in a shared understanding of manipulative behaviours and practices not permitted on their service to-date. On that basis, they will aim to develop common baseline elements, objectives, and benchmarks for the policies and measures deployed to counter such manipulative behaviours and practices.</p> <p><u>QRE 14.3.1:</u> Signatories will report on the list of TTPs agreed in the Permanent Task-force within 6 months of the signing of the Code and will update this list at least every year. They will also report about the common baseline elements, objectives and benchmarks for the policies and measures. They will also update the Transparency Centre with this information.</p>	
<u>Commitment 16</u>	<u>Measure 16.1</u>	<u>QRE 16.1.1, SLI 16.1.1</u>

<p>Relevant Signatories commit to operate channels of exchange between their relevant teams in order to proactively share information about cross-platform influence operations, foreign interference in information space and relevant incidents that emerge on their respective services, with the aim of preventing dissemination and resurgence on other services, in full compliance with privacy legislation and with due consideration for security and human rights risks.</p>	<p>Relevant Signatories will share relevant information about cross-platform information manipulation, foreign interference in information space and incidents that emerge on their respective services for instance via a dedicated sub-group of the permanent Task-force or via existing fora for exchanging such information.</p> <p><u>QRE 16.1.1:</u> Relevant Signatories will disclose the fora they use for information sharing as well as information about learnings derived from this sharing.</p> <p><u>SLI 16.1.1:</u> Number of actions taken as a result of the collaboration and information sharing between signatories. Where they have such information, they will specify which Member States that were affected (including information about the content being detected and acted upon due to this collaboration).</p>	
	<p><u>Measure 16.2</u></p> <p>Relevant Signatories will pay specific attention to and share information on</p>	<p><u>QRE 16.2.1</u></p>

	<p>the tactical migration of known actors of misinformation, disinformation and information manipulation across different platforms as a way to circumvent moderation policies, engage different audiences or coordinate action on platforms with less scrutiny and policy bandwidth.</p> <p><u>QRE 16.2.1:</u> As a result of the collaboration and information sharing between them, Relevant Signatories will share qualitative examples and case studies of migration tactics employed and advertised by such actors on their platforms as observed by their moderation team and/or external partners from Academia or fact-checking organisations engaged in such monitoring.</p>	
<p><b>Provide reasoning for the choice of commitments and measures, as well as future plans (if applicable)</b></p> <p>Vimeo is not a social media platform that enables or encourages user engagement in the way social media platforms do. Therefore, we do not commit to the following as they are not relevant to our services:</p> <p><u>SLI 14.2.2</u> <u>SLI 14.2.3</u> <u>SLI 14.2.4</u></p>		

Commitment 15 – Vimeo does not develop or operate AI system that disseminate content. This commitment is not relevant to our services.

## V. Empowering Users

V. Empowering Users		Qualitative reporting elements and service level indicators <sup>8</sup>
List of adopted commitments and measures <sup>7</sup>		
<p><u>Commitment 17</u> In light of the European Commission’s initiatives in the area of media literacy, including the new Digital Education Action Plan, Relevant Signatories commit to continue and strengthen their efforts in the area of media literacy and critical thinking, also with the aim to include vulnerable groups.</p>	<p><u>Measure 17.2</u> Relevant Signatories will develop, promote and/or support or continue to run activities to improve media literacy and critical thinking such as campaigns to raise awareness about Disinformation, as well as the TTPs that are being used by malicious actors, among the general public across the European Union, also considering the involvement of vulnerable communities.</p> <p><u>QRE 17.2.1:</u> Relevant Signatories will describe the activities they launch or support and the Member States they target and reach. Relevant signatories will further report on actions taken to promote the campaigns to their user base per Member States targeted.</p>	<p>Where appropriate given the nature of our services, we will support media literacy and critical thinking activities. For example, we collaborated with the UN in a Covid-19 response campaign, Verified, which aimed to “Flood the internet with facts and science while countering the growing scourge of misinformation (...)”.</p> <p>Our collaboration entailed giving them a free Pro Account to post videos related to the campaign; directing users to their website for authoritative content; and shared information on the campaign via Vimeo’s Twitter account.</p>

<sup>7</sup> Text of the commitments/measures as per Code of Practice or adapted to be more relevant or proportionate

<sup>8</sup> Each commitment / measure to be accompanied by either a Qualitative Reporting Element and/or quantitative Service Level Indicator as per Code of Practice or adapted to be more relevant or proportionate

### Commitment 23

Relevant Signatories commit to provide users with the functionality to flag harmful false and/or misleading information that violates Signatories policies or terms of service.

### Measure 23.1

Relevant Signatories will develop or continue to make available on all their services and in all Member States languages in which their services are provided a user-friendly functionality for users to flag harmful false and/or misleading information that violates Signatories' policies or terms of service. The functionality should lead to appropriate, proportionate and consistent follow-up actions, in full respect of the freedom of expression.

QRE 23.1.1: Relevant Signatories will report on the availability of flagging systems for their policies related to harmful false and/or misleading information across EU Member States and specify the different steps that are required to trigger the systems.

Users that encounter behaviour or content that violates our Terms of Service, including that which contains misinformation and disinformation, may report it by either flagging it (where provided) or contacting us.

Our [Reporting Abuse](#) article explains in detail how to report abuse and violations for content that is available to the public on Vimeo.com.

To report content:

1. Navigate to the video page in question.
2. Click the Flag in the bottom right corner of the player section (on the black background).

To report an account:

1. Navigate to their profile page
2. Click the Flag icon in the bottom left corner of the page.

		<p>To report a spammer, users can click the flag icon at the bottom left corner of their profile page.</p> <p>If users receive unwanted attention in the form of messages or shared videos containing misinformation or disinformation, they can:</p> <ul style="list-style-type: none"> <li>● Send that user a message asking them to refrain from contacting you on Vimeo</li> <li>● Block them</li> <li>● Contact us for help</li> </ul>
	<p><u>Measure 23.2</u></p> <p>Relevant Signatories will take the necessary measures to ensure that this functionality is duly protected from human or machine-based abuse (e.g., the tactic of ‘mass-flagging’ to silence other voices).</p> <p><u>QRE 23.2.1:</u> Relevant Signatories will report on the general measures they take to ensure the integrity of their reporting and appeals systems, while steering clear of disclosing information that would help would-be abusers find</p>	<p>The number of reports/flags a piece of content receives is not relevant to whether it will be reviewed for violations to our Terms of Service. All videos that are reported/flagged (whether it is one or 500 times) will be reviewed.</p> <p>We have seen targeted flagging as a coordinated social activity. The way we deal with it is the same as with any other report/flag: the content in question would be reviewed for violations to our ToS before</p>

	and exploit vulnerabilities in their defences.	removing. Videos with a higher number of flags may be reviewed first, but the process is the same for all to make sure we make the right decision.
<p><u>Commitment 24</u></p> <p>Relevant Signatories commit to inform users whose content or accounts has been subject to enforcement actions (content/accounts labelled, demoted or otherwise enforced on) taken on the basis of violation of policies relevant to this section (as outlined in Measure 18.2), and provide them with the possibility to appeal against the enforcement action at issue and to handle complaints in a timely, diligent, transparent, and objective manner and to reverse the action without undue delay where the complaint is deemed to be founded.</p>	<p><u>Measure 24.1</u></p> <p>Relevant Signatories commit to provide users with information on why particular content or accounts have been labelled, demoted, or otherwise enforced on, on the basis of violation of policies relevant to this section, as well as the basis for such enforcement action, and the possibility for them to appeal through a transparent mechanism.</p>	<p>Users whose content is removed or account terminated receive an email from our T&amp;S team explaining the reasons for our decision and stating the specific type of content restriction they violated. We do this for all types of content except for CSAM, terrorist content, fraud, spam, sextortion and illegal content.</p>
<p><b>Provide reasoning for the choice of commitments and measures, as well as future plans (if applicable)</b></p> <p>Vimeo is not typically used as a content viewing platform. Rather, our services are generally used by professionals that want to use video as a tool for their business. Vimeo is not a social media platform that is typically used for the viral spread of misinformation and disinformation. Therefore, we do not commit to the following because they would be disproportionate to the level of risk our services pose for these specific issues:</p> <p><u>Measure 17.1, QRE 17.1.1, SLI 17.1.1</u></p> <p><u>Measure 17.3, QRE 17.3.1</u></p>		



Commitment 18 – Vimeo is not a social media platform and does not enable – therefore it is not used for - the viral propagation of content

Commitment 19 – Vimeo does not use recommender systems or prioritise content like social media platforms do

Commitment 20 – Not relevant for our services, Vimeo is not a social media platform

Commitment 21 - Not relevant for our services, Vimeo is not a social media platform

Commitment 22 - Not relevant for our services, Vimeo is not a social media platform

Commitment 25 - Not relevant for our services

## VI. Empowering the Research Community

List of adopted commitments and measures <sup>9</sup>		Qualitative reporting elements and service level indicators <sup>10</sup>
<p><u>Commitment 27</u>                      Relevant Signatories commit to provide vetted researchers with access to data necessary to undertake research on Disinformation by developing, funding, and cooperating with an independent, third-party body that can vet researchers and research proposals.</p>	<p><u>Measure 27.1</u>                      Relevant Signatories commit to work with other relevant organisations (European Commission, Civil Society, DPAs) to develop within a reasonable timeline the independent third-party body referred to in Commitment 27, taking into account, where appropriate, ongoing efforts such as the EDMO proposal for a Code of Conduct on Access to Platform Data.</p> <p><u>QRE 27.1.1:</u> Relevant Signatories will describe their engagement with the process outlined in Measure 27.1 with a detailed timeline of the process, the practical outcome and any impacts of this process when it comes to their partnerships, programs, or other forms of engagement with researchers.</p>	TBD
	<p><u>Measure 27.2</u>                      Relevant Signatories commit to co-fund from 2022 onwards the development of the independent third-party body referred to in Commitment 27.</p>	TBD

<sup>9</sup> Text of the commitments/measures as per Code of Practice or adapted to be more relevant or proportionate

<sup>10</sup> Each commitment / measure to be accompanied by either a Qualitative Reporting Element and/or quantitative Service Level Indicator as per Code of Practice or adapted to be more relevant or proportionate

	<p><u>QRE 27.2.1:</u> Relevant Signatories will disclose their funding for the development of the independent third-party body referred to in Commitment 27.</p>	
	<p><u>Measure 27.3</u></p> <p>Relevant Signatories commit to cooperate with the independent third-party body referred to in Commitment 27 once it is set up, in accordance with applicable laws, to enable sharing of personal data necessary to undertake research on Disinformation with vetted researchers in accordance with protocols to be defined by the independent third-party body.</p> <p><u>QRE 27.3.1:</u> Relevant Signatories will describe how they cooperate with the independent third-party body to enable the sharing of data for purposes of research as outlined in Measure 27.3, once the independent third-party body is set up.</p>	TBD
	<p><u>Measure 27.4</u></p> <p>Relevant Signatories commit to engage in pilot programs towards sharing data with vetted researchers for the purpose of investigating Disinformation, without waiting for the independent third-party body to be fully set up. Such pilot programmes will operate in accordance with all applicable laws regarding the sharing/use of data. Pilots could explore facilitating research on content that was removed from the services of Signatories and the data retention period for this content.</p> <p><u>QRE 27.4.1:</u> Relevant Signatories will describe the pilot programs they are engaged in to share data with vetted researchers for the purpose of investigating Disinformation.</p>	TBD

	<p>This will include information about the nature of the programs, number of research teams engaged, and where possible, about research topics or findings.</p>	
<p><u>Commitment 28</u> Signatories commit to support good faith research into Disinformation that involve their services.</p>	<p><u>Measure 28.1</u></p> <p>Relevant Signatories will ensure they have the appropriate human resources in place in order to facilitate research, and should set-up and maintain an open dialogue with researchers to keep track of the types of data that are likely to be in demand for research and to help researchers find relevant contact points in their organisations.</p> <p><u>QRE 28.1.1:</u> Relevant Signatories will describe the resources and processes they deploy to facilitate research and engage with the research community, including e.g. dedicated teams, tools, help centres, programs, or events.</p>	<p>Vimeo’s T&amp;S team is integrated by 13 moderators who deal with misinformation and disinformation on our platform. In addition, we engage a third-party vendor to help identify videos hosted by Vimeo with specific types of misinformation and disinformation (e.g., COVID-related) that may be found on different sites.</p> <p>Vimeo’s T&amp;S will cooperate with the research community as much as possible, in the understanding that our resources are limited. Our moderators deal with all types of content that is uploaded to the platform - they’re not a team that is dedicated exclusively to deal with misinformation and disinformation.</p>
	<p><u>Measure 28.2</u></p>	<p>TBD</p>

	<p>Relevant Signatories will be transparent on the data types they currently make available to researchers across Europe.</p> <p><u>QRE 28.2.1:</u> Relevant Signatories will describe what data types European researchers can currently access via their APIs or via dedicated teams, tools, help centres, programs, or events.</p>	
	<p><u>Measure 28.3</u></p> <p>Relevant Signatories will not prohibit or discourage genuinely and demonstratively public interest good faith research into Disinformation on their platforms, and will not take adversarial action against researcher users or accounts that undertake or participate in good-faith research into Disinformation.</p> <p><u>QRE 28.3.1:</u> Relevant Signatories will collaborate with EDMO to run an annual consultation of European researchers to assess whether they have experienced adversarial actions or are otherwise prohibited or discouraged to run such research.</p>	TBD
<p><b>Provide reasoning for the choice of commitments and measures, as well as future plans (if applicable)</b></p> <p>We do not commit to the following:</p> <p>Commitment 26 – This would be disproportionate, given the size of our T&amp;S team, the availability of resources and the Vimeo’s risk level.</p> <p>Measure 28.4 – Vimeo’s risk level is low. Additionally, as a smaller platform our resources are limited. We need to prioritize where/what we use our resources for and this is a Commitment that is more relevant for other platforms with higher risk profiles.</p> <p>Commitment 29 – Same as above.</p>		

**VII. Empowering the Fact-Checking Community**

<b>List of adopted commitments and measures</b> <sup>11</sup>	<b>Qualitative reporting elements and service level indicators</b> <sup>12</sup>
<b>Provide reasoning for the choice of commitments and measures, as well as future plans</b> (if applicable) N/A Vimeo is not a social media platform that enables the viral propagation of content.	

<b>VIII. Transparency Centre</b>		
<b>List of adopted commitments and measures</b> <sup>13</sup>		<b>Qualitative reporting elements and service level indicators</b> <sup>14</sup>
<u><b>Commitment 34</b></u> To ensure transparency and accountability around the implementation of this Code, Relevant Signatories commit to set up and maintain a publicly available common Transparency Centre website.	<u><b>Measure 34.1</b></u> Signatories establish and maintain the common Transparency Centre website, which will be operational and available to the public within 6 months from the signature of this Code.	TBD
	<u><b>Measure 34.2</b></u> Signatories provide appropriate funding, for setting up and operating the Transparency Centre website, including its maintenance, daily operation, management, and regular updating. Funding contribution should be commensurate with	TBD

<sup>11</sup> *Text of the commitments/measures as per Code of Practice or adapted to be more relevant or proportionate*

<sup>12</sup> *Each commitment / measure to be accompanied by either a Qualitative Reporting Element and/or quantitative Service Level Indicator as per Code of Practice or adapted to be more relevant or proportionate*

<sup>13</sup> *Text of the commitments/measures as per Code of Practice or adapted to be more relevant or proportionate*

<sup>14</sup> *Each commitment / measure to be accompanied by either a Qualitative Reporting Element and/or quantitative Service Level Indicator as per Code of Practice or adapted to be more relevant or proportionate*

	<p>the nature of the Signatories' activity and shall be sufficient for the website's operations and maintenance and proportional to each Signatories' risk profile and economic capacity.</p>	
	<p><b><u>Measure 34.3</u></b>  Relevant Signatories will contribute to the Transparency Centre's information to the extent that the Code is applicable to their services.</p>	TBD
	<p><b><u>Measure 34.4</u></b>  Signatories will agree on the functioning and financing of the Transparency Centre within the Task-force, to be recorded and reviewed within the Task-Force on an annual basis.</p>	TBD
	<p><b><u>Measure 34.5</u></b>  The Task-force will regularly discuss the Transparency Centre and assess whether adjustments or actions are necessary. Signatories commit to implement the actions and adjustments decided within the Task-force within a reasonable timeline.</p>	TBD
<p><b><u>Commitment 35</u></b>  Signatories commit to ensure that the Transparency Centre contains all the relevant information related to the implementation of the Code's Commitments and Measures and that this information is presented in an easy-to-understand manner, per service, and is easily searchable.</p>	<p><b><u>Measure 35.1</u></b>  Signatories will list in the Transparency Centre, per each Commitment and Measure that they subscribe to, the terms of service and policies that their service applies to implement these Commitments and Measures.</p>	TBD
	<p><b><u>Measure 35.2</u></b>  Signatories provide information on the implementation and enforcement of their policies per service, including geographical and language coverage.</p>	TBD

	<p><u>Measure 35.3</u></p> <p>Signatories ensure that the Transparency Centre contains a repository of their reports assessing the implementation of the Code's commitments.</p>	TBD
	<p><u>Measure 35.4</u></p> <p>In crisis situations, Signatories use the Transparency Centre to publish information regarding the specific mitigation actions taken related to the crisis.</p>	TBD
	<p><u>Measure 35.5</u></p> <p>Signatories ensure that the Transparency Centre is built with state-of-the-art technology, is user-friendly, and that the relevant information is easily searchable (including per Commitment and Measure). Users of the Transparency Centre will be able to easily track changes in Signatories' policies and actions.</p>	TBD
	<p><u>Measure 35.6</u></p> <p>The Transparency Centre will enable users to easily access and understand the Service Level Indicators and Qualitative Reporting Elements tied to each Commitment and Measure of the Code for each service, including Member State breakdowns, in a standardised and searchable way. The Transparency Centre should also enable users to easily access and understand Structural Indicators for each Signatory.</p>	TBD
<u>Commitment 36</u>	<u>Measure 36.1</u>	TBD



<p>Signatories commit to updating the relevant information contained in the Transparency Centre in a timely and complete manner.</p>	<p>Signatories provide updates about relevant changes in policies and implementation actions in a timely manner, and in any event no later than 30 days after changes are announced or implemented.</p>	
	<p><u>Measure 36.2</u></p> <p>Signatories will regularly update Service Level Indicators, reporting elements, and Structural Indicators, in parallel with the regular reporting foreseen by the monitoring framework. After the first reporting period, Relevant Signatories are encouraged to also update the Transparency Centre more regularly.</p>	TBD
	<p><u>Measure 36.3</u></p> <p>Signatories will update the Transparency Centre to reflect the latest decisions of the Permanent Task-force, regarding the Code and the monitoring framework.</p> <p><u>QRE 36.3.1</u> (for the Commitments 34-36): With their initial implementation report, Signatories will outline the state of development of the Transparency Centre, its functionalities, the information it contains, and any other relevant information about its functioning or operations. This information can be drafted jointly by Signatories involved in operating or adding content to the Transparency Centre.</p> <p><u>QRE 36.3.2</u> (for the Commitments 34-36): Signatories will outline changes to the Transparency Centre’s content, operations, or functioning in their reports over time. Such updates can be drafted jointly by Signatories involved in operating or adding content to the Transparency Centre.</p>	TBD

	SLI 36.3.2 (for the Commitments 34-36): Signatories will provide meaningful quantitative information on the usage of the Transparency Centre, such as the average monthly visits of the webpage.	
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<b>IX. Permanent Task-force</b>		
<b>List of adopted commitments and measures <sup>15</sup></b>		<b>Qualitative reporting elements and service level indicators<sup>16</sup></b>
<u>Commitment 37</u> Signatories commit to participate in the permanent Task-force. The Task-force includes the Signatories of the Code and representatives from EDMO and ERGA. It is chaired by the European Commission, and includes representatives of the European External Action Service (EEAS). The Task-force can also invite relevant experts as observers to support its work. Decisions of the Task-force are made by consensus.	<u>Measure 37.1</u> Signatories will participate in the Task-force and contribute to its work. Signatories, in particular smaller or emerging services will contribute to the work of the Task-force proportionate to their resources, size and risk profile. Smaller or emerging services can also agree to pool their resources together and represent each other in the Task-force. The Task-force will meet in plenary sessions as necessary and at least every 6 months, and, where relevant, in subgroups dedicated to specific issues or workstreams.	TBD
	<u>Measure 37.2</u>	

<sup>15</sup> Text of the commitments/measures as per Code of Practice or adapted to be more relevant or proportionate

<sup>16</sup> Each commitment / measure to be accompanied by either a Qualitative Reporting Element and/or quantitative Service Level Indicator as per Code of Practice or adapted to be more relevant or proportionate

	<p>Signatories agree to work in the Task-force in particular – but not limited to – on the following tasks:</p> <ul style="list-style-type: none"><li>- Establishing a risk assessment methodology and a rapid response system to be used in special situations like elections or crises.</li><li>- Cooperate and coordinate their work in special situations like elections or crisis</li><li>- Agree on the harmonised reporting templates for the implementation of the Code’s Commitments and Measures, the refined methodology of the reporting, and the relevant data disclosure for monitoring purposes.</li><li>- Review the quality and effectiveness of the harmonised reporting templates, as well as the formats and methods of data disclosure for monitoring purposes, throughout future monitoring cycles and adapt them, as needed.</li><li>- Contribute to the assessment of the quality and effectiveness of Service Level and Structural Indicators and the data points provided to measure these indicators, as well as their relevant adaptation.</li><li>- Refine, test and adjust Structural Indicators and design mechanisms to measure them at Member State level.</li><li>- Agree, publish and update a list of TTPs employed by malicious actors, and set down baseline elements, objectives and benchmarks for Measures to counter them, in line with the Chapter IV of this Code.</li><li>- Seek out and discuss research, expert input and up-to-date evidence relevant to the Code’s commitments, such as, inter alia, emerging best practices in safe design,</li></ul>	
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	<p>retroactive flagging, repository of fact-checks, provenance tools.</p> <ul style="list-style-type: none"> <li>- Discuss and provide guidance on the adequate quantitative information to be provided by signatories to fulfil their reporting obligations regarding agreements with fact-checking organisations across different services.</li> <li>- Regularly discuss whether the Code’s Commitments and Measures need updating in view of technological, societal, market and legislative developments, as well as in view of accommodating new signatories and, where the Task-force agrees to be necessary, carry out such updates.</li> <li>- Review the appropriateness and consistency of adapted Measures for smaller or emerging services.</li> <li>- Promote the Code among relevant peers and integrate new Signatories to the Code.</li> </ul>	
	<p><b><u>Measure 37.3</u></b></p> <p>The Task-force will agree on and define its operating rules, including on the involvement of third-party experts, which will be laid down in a Vademecum drafted by the European Commission in collaboration with the Signatories and agreed on by consensus between the members of the Task-force.</p>	TBD
	<p><b><u>Measure 37.4</u></b></p> <p>Signatories agree to set up subgroups dedicated to the specific issues related to the implementation and revision of the Code with the participation of the relevant Signatories.</p>	TBD

	<p><b><u>Measure 37.5</u></b></p> <p>When needed, and in any event at least once per year the Task-force organises meetings with relevant stakeholder groups and experts to inform them about the operation of the Code and gather their views related to important developments in the field of Disinformation.</p>	TBD
	<p><b><u>Measure 37.6</u></b></p> <p>Signatories agree to notify the rest of the Task-force when a Commitment or Measure would benefit from changes over time as their practices and approaches evolve, in view of technological, societal, market, and legislative developments. Having discussed the changes required, the Relevant Signatories will update their subscription document accordingly and report on the changes in their next report.</p> <p><u>QRE 37.6.1:</u> Signatories will describe how they engage in the work of the Task-force in the reporting period, including the sub-groups they engaged with.</p>	TBD

<b>X. Monitoring of the Code</b>	
<b>List of adopted commitments and measures</b> <sup>17</sup>	<b>Qualitative reporting elements and service level indicators</b> <sup>18</sup>

<sup>17</sup> *Text of the commitments/measures as per Code of Practice or adapted to be more relevant or proportionate*

<sup>18</sup> *Each commitment / measure to be accompanied by either a Qualitative Reporting Element and/or quantitative Service Level Indicator as per Code of Practice or adapted to be more relevant or proportionate*

<p><u>Commitment 38</u></p> <p>The Signatories commit to dedicate adequate financial and human resources and put in place appropriate internal processes to ensure the implementation of their commitments under the Code.</p>	<p><u>Measure 38.1</u></p> <p><u>QRE 38.1:</u> Relevant Signatories will outline the teams and internal processes they have in place, per service, to comply with the Code in order to achieve full coverage across the Member States and the languages of the EU.</p>	<p>Vimeo’s T&amp;S team is integrated by 13 moderators who deal with misinformation and disinformation on our platform. In addition, we engage a third-party vendor to help identify videos hosted by Vimeo with specific types of misinformation and disinformation (e.g., COVID-related) that may be found on different sites.</p> <p>Our moderators deal with all types of content that is uploaded to the platform - they’re not a team that is dedicated exclusively to deal with misinformation and disinformation.</p>
<p><u>Commitment 39</u></p> <p>Signatories commit to provide to the European Commission, within 1 month after the end of the implementation period (6 months after this Code’s signature) the baseline reports as set out in the Preamble.</p>		

<p><b><u>Commitment 40</u></b></p> <p>Signatories commit to provide regular reporting on Service Level Indicators (SLIs) and Qualitative Reporting Elements (QREs). The reports and data provided should allow for a thorough assessment of the extent of the implementation of the Code's Commitments and Measures by each Signatory, service and at Member State level.</p>	<p><b><u>Measure 40.1</u></b></p> <p>Relevant Signatories that are Very Large Online Platforms, as defined in the DSA, will report every six-months on the implementation of the Commitments and Measures they signed up to under the Code, including on the relevant QREs and SLIs at service and Member State Level.</p>	
	<p><b><u>Measure 40.2</u></b></p> <p>Other Signatories will report yearly on the implementation of the Commitments and Measures taken under the present Code, including on the relevant QREs and SLIs, at service and Member State level.</p>	TBD
	<p><b><u>Measure 40.3</u></b></p> <p>Signatories will regularly update the Transparency Centre with relevant QREs and SLIs, at least in line with their reporting period under this Code.</p>	TBD
	<p><b><u>Measure 40.4</u></b></p> <p>Signatories will develop, within the Task-force, harmonised reporting templates.</p>	TBD
	<p><b><u>Measure 40.5</u></b></p> <p>Signatories will regularly work to improve and optimise the monitoring and reporting framework of the Code, including the SLIs, within the Task-force, building in particular on feedback from the European Commission, ERGA and EDMO.</p>	TBD

	<p><u>Measure 40.6</u></p> <p>Signatories will cooperate with the European Commission, respond to its reasonable requests and provide the European Commission with reasonable information, data and further input necessary to assess the implementation of the Code, allowing for the Code's efficient and thorough monitoring, including at Member State Level.</p>	TBD
<p><u>Commitment 41</u></p> <p>Signatories commit to work within the Task-force towards developing Structural Indicators, and publish a first set of them within 9 months from the signature of this Code; and to publish an initial measurement alongside their first full report. To achieve this goal, Signatories commit to support their implementation, including the testing and adapting of the initial set of Structural Indicators agreed in this Code. This, in order to assess the effectiveness of the Code in reducing the spread of online disinformation for each of the relevant Signatories, and for the entire online ecosystem in the EU and at Member State level. Signatories will collaborate with relevant actors in that regard, including ERGA and EDMO.</p>	<p><u>Measure 41.1</u></p> <p>Within 1 month of signing the Code, Signatories will establish a Working Group to tackle this objective. This working group will be tasked with putting forward data points to be provided by Platform Signatories, and a methodology to measure Structural Indicators on the base of these data points, to be executed by non-Platform Signatories. Signatories will share data points appropriate to enable the measurement of metrics to be determined by the working group, such as prevalence or other contextualised metrics for sources and spread of online disinformation. Signatories will assess the work that will be necessary to deliver on the goals of this commitment, and discuss within the Task-force whether financial support is required.</p>	TBD
	<p><u>Measure 41.2</u></p> <p>The Working Group will report on its progress to the Task-force on a trimestral basis. It will consult with expert stakeholders including but not limited to EDMO, ERGA, and researchers to inform its work and outputs. 7 months after the signing of the Code, a conference will be convened with external</p>	TBD



	<p>stakeholders to present on progress thus far and seek feedback.</p>	
	<p><b><u>Measure 41.3</u></b></p> <p>By 6 months after the signing of the Code, the Working Group will table with the Task-force a workable proposal for such Structural Indicators. By 9 months, relevant Signatories will provide to others within the Working Group the data points required to measure the Structural Indicators, and they will share publicly the aligned Structural Indicators. The Working Group will publish their measurements for the Structural Indicators in line with the first full report by the Signatories, as well as its full methodology, with the understanding that those may still require refinements over time. Signatories commit to keep updating the measurements, aligned with their reporting periods. Measurements will be published on the Transparency Centre in a way that allow to monitor them over time for the entire ecosystem and between different services.</p>	<p>TBD</p>
<p><b><u>Commitment 42</u></b></p> <p>Relevant Signatories commit to provide, in special situations like elections or crisis, upon request of the European Commission, proportionate and appropriate information and data, including ad-hoc specific reports and specific chapters within the regular monitoring, in accordance with the rapid response system established by the Task-force.</p>		<p>TBD</p>

<p><u>Commitment 43</u></p> <p>Signatories commit to produce reports and provide data following the harmonised reporting templates and refined methodology for reporting and data disclosure, as agreed in the Task-force.</p>		TBD
<p><b>Provide reasoning for the choice of commitments and measures, as well as future plans (if applicable)</b></p> <p>We do not commit to Measure 40.1 and Commitment 44 as we are not a VLDP.</p>		