

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**  
*Acaley v. Vimeo.com, Inc.*, Case No. 2019CH10873 (Cir. Ct. Cook Cty.)

**IF, AT ANY TIME BETWEEN SEPTEMBER 20, 2014 AND JANUARY 20, 2023, YOU APPEARED IN A PHOTOGRAPH OR VIDEO ON MAGISTO OR HELD A REGISTERED MAGISTO ACCOUNT ON WHICH A FACE WAS DETECTED WHILE YOU WERE AN ILLINOIS RESIDENT, YOU MAY BE ENTITLED TO GET A PAYMENT FROM A CLASS ACTION SETTLEMENT.**

*An Illinois State Court has authorized this Notice. This is not a solicitation from a lawyer.  
Please read this Notice carefully and completely.*

**THIS NOTICE OF A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

- A Settlement has been reached in a class action lawsuit against Vimeo.com, Inc. (“Defendant” or “Vimeo”), which alleges that Vimeo violated Illinois law by collecting and storing biometric data of individuals in Illinois who appear in photographs and videos uploaded onto the Magisto application (“Magisto”) without proper notice and consent. Vimeo denies it violated any law. For more information, please visit [www.MagistoBIPASettlement.com](http://www.MagistoBIPASettlement.com).
- You are a Class Member and are affected by this Settlement if you are an Illinois resident and appear in a photograph or video maintained on Magisto at any time or held a registered Magisto account on which a face was detected between September 20, 2014 and January 20, 2023.
- Class Members who file valid claims will be eligible to receive a *pro rata* portion of the \$2,250,000 Settlement Fund. The actual cash amount an individual will receive will depend on the number of valid claims and deductions for Court-approved notice and settlement administration expenses, attorneys’ fees, litigation costs and expenses, and service award to the Class Representative.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM: June 5, 2023</b>	The only way to get a payment is if you submit a Claim Form. If you submit a Claim Form, you will give up the right to sue Vimeo or any Released Parties in a separate lawsuit about the claims made in this case and released by the Settlement. You must submit a Claim Form by <b>June 5, 2023</b> . For more information, see Section 10 below.
<b>EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: May 5, 2023</b>	You may exclude yourself from (or “opt-out” of) the Settlement. If you do so, you will not receive any payment, but you will keep any rights to pursue your own lawsuit against Vimeo or any Released Parties (described below) for the claims made in this case and released by this Settlement. To exclude yourself, you must submit a request to be excluded by <b>May 5, 2023</b> . For more information, see Section 17 below.
<b>OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: May 5, 2023</b>	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement. In either case, you will give up the right to sue Vimeo or any Released Parties in a separate lawsuit about the claims made in this case and released by the Settlement. If you choose to object, you must do so by <b>May 5, 2023</b> . For more information, see Section 20 below.
<b>GO TO THE “FINAL APPROVAL” HEARING DATE: June 29, 2023</b>	You may attend the Final Approval Hearing where the Court may hear arguments concerning the approval of the Settlement. This hearing may be held remotely at the Court’s discretion. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment, or you may appear at the Final Approval Hearing and request that the Court allow you to speak. You are <u>not</u> required to attend the Final Approval Hearing.
<b>DO NOTHING</b>	You will not receive a payment, and you will give up the right to sue Vimeo or any Released Parties in a separate lawsuit about the claims made in this case and released by the Settlement.

**This Settlement affects your legal rights even if you do nothing.  
Questions? Go to [www.MagistoBIPASettlement.com](http://www.MagistoBIPASettlement.com) or call 1-844-575-1490.**

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

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## BASIC INFORMATION

### 1. Why did I get this Notice?

A Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. You may be eligible to receive a payment as part of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

Judge Clare J. Quish of the Circuit Court of Cook County, Illinois is overseeing this class action. The case is known as *Acaley v. Vimeo.com, Inc.*, Case No 2019CH10873. (Cir. Ct. Cook Cty.) (the “Action”). The person who filed this lawsuit is called the “Plaintiff” and the company that was sued, Vimeo.com, Inc., is called the “Defendant.”

### 2. What is this lawsuit about?

The Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”), prohibits private companies from collecting, capturing, purchasing, receiving through trade, or otherwise obtaining a person’s biometric identifiers and/or biometric information (collectively, “biometrics”), such as a scan of face geometry, without first providing such individual with certain written disclosures and obtaining written consent. BIPA also requires that private companies that possess biometrics develop a written policy, made available to the public, establishing a retention schedule.

The Plaintiff claims that Vimeo violated BIPA by obtaining, collecting and storing Illinois residents’ biometrics through the process of using facial recognition technology that extracts and analyzes data from photographs and videos uploaded to the Magisto application without adequate prior notice and consent.

Vimeo denies any wrongdoing and denies all other claims made in the Action. No court or other entity has made any judgment or other determination of any wrongdoing or that Vimeo violated the law. By entering into the Settlement, Vimeo is not admitting that it did anything wrong.

### 3. Why is this a class action?

In a class action, one or more people called the “Class Representatives” sue on behalf of all people who have similar claims. Together all of these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

The Class Representative in this case is the Plaintiff, Bradley Acaley.

Vimeo does not concede that this action could be certified as a class action for any purpose other than settlement.

### 4. Why is there a Settlement?

The Plaintiff and Vimeo do not agree about the claims made in this Action. The Action has not gone to trial and the Court has not decided in favor of the Plaintiff or Vimeo. Instead, the Plaintiff and Vimeo have agreed to settle the Action. That way both sides avoid the cost and risks of trial, and Class Members will get Settlement benefits now rather than years from now, if at all. The Plaintiff and the attorneys for the Class (“Class Counsel”) believe the Settlement is best for all Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Vimeo.

## WHO IS INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am part of the Settlement?

You are a Class Member, and you are affected by this Settlement, if you appeared in a photograph or video maintained on Magisto at any time or held a registered Magisto account on which a face was detected while you were an Illinois resident between September 20, 2014 and January 20, 2023. If you received this notice by e-mail or U.S. mail, you may fit this description, and you may submit a Claim Form. If you did not receive this notice by e-mail or U.S. mail, but believe you fit this description, you may also submit a Claim Form.

**Note:** If you are a registered Magisto account holder, you should have received an email to the email address associated with your Magisto account. For more information, please visit [www.MagistoBIPASettlement.com](http://www.MagistoBIPASettlement.com).

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**6. Are there exceptions to being included in the Settlement?**

Yes, the Settlement does not include: (1) any Judge, Magistrate, or mediator presiding over this Action and members of their families, (2) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest, (3) Class Counsel, and (4) the legal representatives, successors or assigns of any such excluded persons.

**7. What if I am still not sure whether I am part of the Settlement?**

If you are still not sure whether you are a Class Member, you may go to the Settlement website at [www.MagistoBIPASettlement.com](http://www.MagistoBIPASettlement.com), email the Settlement Administrator at [info@MagistoBIPASettlement.com](mailto:info@MagistoBIPASettlement.com), or call the Settlement Administrator's toll-free number at 1-844-575-1490.

**THE SETTLEMENT BENEFITS**

**8. What does the Settlement provide?**

Vimeo has agreed to create a Settlement Fund totaling **\$2,250,000**, if the Settlement is approved by the Court. The following payments will come out of this fund: Settlement Payments as a result of Approved Claims made by Class Members, Settlement Administration Expenses, any Court-approved Service Award to the Class Representative, and any Court-approved attorneys' fees and expenses to Class Counsel.

In addition, Vimeo has agreed to delete all geometric measurement data derived and collected from a face appearing in a photo or video on Magisto and will not sell such data. Going forward, Defendant agrees to comply with BIPA and any other law or provision of a law under which a claim relating to biometric identifiers or biometric information could be brought with respect to photographs or videos of faces that were uploaded onto Magisto.

**9. How much will my payment be?**

If you are a member of the Class you may submit a Claim Form to receive a portion of the Net Settlement Fund. The Net Settlement Fund is the portion of the Settlement Fund that remains after Settlement Administration Expenses, any Court-approved Service Award to the Class Representative, and any Court-approved attorneys' fees and expenses to Class Counsel are deducted. The amount of your payment will depend on how many Class Members file valid claims and the amount of fees, costs, expenses, and awards deducted from the fund. Each Class Member who submits a valid claim will receive a proportionate share of the Net Settlement Fund. For example, in the event the Net Settlement Fund equals \$1,163,000.00, and 15,000 Class Members submit a claim, the amount of the Claim per person will be approximately \$77.53. The Settlement Website will periodically be updated to provide the estimated payment amount based on the number of participating Class Members.

**10. How can I get a payment?**

If you are a Class Member and you want to receive a payment, you must complete and submit a valid Claim Form online or postmarked **no later than June 5, 2023**. Claim Forms can be found and submitted online through the Settlement Website, or through the mail. To submit a Claim Form online or to get a paper copy, go to [www.MagistoBIPASettlement.com](http://www.MagistoBIPASettlement.com), email the Settlement Administrator at [info@MagistoBIPASettlement.com](mailto:info@MagistoBIPASettlement.com), or call the Settlement Administrator's toll-free number at 1-844-575-1490.

We encourage you to submit your claim electronically. Not only is submitting online easier and more secure, but it is completely free and takes only minutes. You will also be able to select the option of receiving your payment by check or electronically through Zelle, PayPal, and direct deposit.

**11. When will I get my payment?**

It may take more than one year for the Court to decide whether to approve the Settlement and for the Settlement to become final. Please be patient and check [www.MagistoBIPASettlement.com](http://www.MagistoBIPASettlement.com) for updates. No benefits will be provided until the Court has approved the settlement and any appeals have been resolved. The "Effective Date" as explained more fully and defined in the Settlement Agreement, will then have been reached.

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Based on your selection on the Claim Form, you should receive a payment from the Settlement Administrator within 45 days after the Settlement has been finally approved and/or after any appeal process is complete, whichever occurs later. The hearing to consider final approval of the Settlement is scheduled for **June 29, 2023**. Even if the Court approves the Settlement there may be appeals. It is always uncertain whether and when appeals can be resolved, and resolving them can take time, perhaps more than a year.

All checks will expire and become void 90 days after they are issued. If appropriate, funds remaining from the initial round of uncashed checks or returned electronic payments may be used for a second distribution to participating Class Members and/or may be donated to the American Civil Liberties Union of Illinois.

The Settlement Website will be updated to inform Class Members of the progress of the Settlement. Please be patient.

**12. What happens if my contact information changes after I submit a claim?**

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-844-575-1490, emailing [info@MagistoBIPASettlement.com](mailto:info@MagistoBIPASettlement.com), or by writing to:

*Acaley v. Vimeo.com, Inc.,*  
Case No. 2019CH10873 (Cir. Ct. Cook Cty.)  
P.O. Box 3116  
Baton Rouge, LA 70821

The deadline to submit a Claim Form is **June 5, 2023**.

**REMAINING IN THE SETTLEMENT**

**13. What am I giving up to stay in the Class?**

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Vimeo and any of the Released Parties about the claims made in this case and released by the Settlement.

The specific rights you are giving up are called Released Claims (see next question).

**14. What are the Released Claims?**

If you are a Class Member, and you do not exclude yourself from the Settlement, and the Settlement becomes final, you will be releasing Vimeo and any of the Released Parties from any liability regarding any and all claims associated with this case, as explained in the Settlement Agreement. You will give up your right to be part of any other lawsuit against Vimeo and any of the Released Parties regarding the claims resolved by this Settlement and released by the Settlement Agreement. The specific claims you will release are described in sections 1.26-1.28 and 12.1-12.4 of the Settlement Agreement (available at [www.MagistoBIPASettlement.com](http://www.MagistoBIPASettlement.com)). A copy of sections 1.26-1.28 and 12.1-12.4 of the Settlement Agreement, which sets out the claims released by you, if you are a Class Member, is attached to this Notice as Exhibit A.

**THE LAWYERS REPRESENTING YOU**

**15. Do I have a lawyer in this case?**

Yes, the Court has appointed the law firm Ahdoot & Wolfson, PC as Class Counsel to represent you and the Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

**16. How will Class Counsel be paid?**

Pursuant to the Settlement Agreement, Class Counsel will file a motion asking the Court to award them attorneys' fees not to exceed 35% of the Settlement Fund (or \$787,500.00), plus reasonable costs and expenses incurred by Class Counsel. They will also ask the

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Court to approve a \$5,000 Service Award to the Class Representative for participating in this Action and his efforts in achieving the Settlement. The Court may award less than these amounts.

Class Counsel's application for attorneys' fees, costs, and expenses, and application for a Service Award to the Class Representative will be made available on the Settlement Website at [www.MagistoBIPASettlement.com](http://www.MagistoBIPASettlement.com) fourteen (14) days before the deadline for you to comment or object to the Settlement.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and want to keep any right you may have to sue or continue to sue Vimeo on your own at your own expense based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

### 17. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a request in writing to exclude yourself from the Settlement. The request must be in writing and identify the case name *Acaley v. Vimeo.com, Inc.*, Case No. 2019CH10873 (Cir. Ct. Cook Cty.); state your name, address, and telephone number; contain your original signature; and must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Acaley v. Vimeo.com, Inc.*, Case No. 2019CH10873 (Cir. Ct. Cook Cty.)” You must either mail your request to be excluded from the Settlement Class to the post office box address below, or submit your request to be excluded through the link on the Settlement Website, or email your request to the following email address established for the purpose of accepting exclusions: [Exclusions@MagistoBIPASettlement.com](mailto:Exclusions@MagistoBIPASettlement.com). To be valid, your exclusion must be received by the Settlement Administrator electronically, or if mailed to the address below postmarked, no later than **May 5, 2023**:

*Acaley v. Vimeo.com, Inc.*,  
Case No. 2019CH10873 (Cir. Ct. Cook Cty.)  
P.O. Box 3116  
Baton Rouge, LA 70821

You cannot exclude yourself by telephone or by e-mail. And you cannot exclude any other Class Member.

### 18. If I exclude myself, can I still get any of the Settlement benefits?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only receive any of the Settlement benefits described in this notice if you stay in the Settlement.

### 19. If I do not exclude myself, can I sue Vimeo for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Vimeo or any of the Released Parties for the claims made in this case and released by the Settlement. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against Vimeo or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

## OBJECT TO OR COMMENT ON THE SETTLEMENT

### 20. How do I tell the Court that I do not like the Settlement?

If you are a Class Member, you can tell the Court that you do not agree with all or any part of the Settlement. You can give reasons why you think the Court should not approve the Settlement. To object, on or before **May 5, 2023**, you must send copies of your written objection via United States mail, hand delivery, or overnight delivery to the Settlement to Class Counsel and Counsel for Vimeo.com at the addresses set forth below, and file, mail or hand-deliver your objection simultaneously to the Court, at the address below. A copy of the objection must also be mailed to the Settlement Administrator at *Acaley v. Vimeo.com, Inc.*, Case No. 2019CH10873, P.O. Box 3116, Baton Rouge, LA 70821.

Your objection must (i) include your full name, current address, email address and telephone number, as well as the name, email address and telephone number of all attorneys representing you (if any); (ii) contain your original signature and the signature of your attorneys, if any; (iii) provide proof that you are in the Settlement Class; (iv) state whether you object to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for your objection; (vi) include a list of all cases, by name and case number, in which the

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you and/or your counsel has filed or in any way participated—financially or otherwise—in objecting to a class action settlement in the previous five (5) years; and (vii) provide copies of any documents that you wish to submit in support of your position.

<p>Clerk of the Circuit Court of Cook County – Chancery Division <i>Richard J. Daley Center, 8<sup>th</sup> Floor</i> 50 West Washington Street Chicago, Illinois 60602</p>	<p>Class Counsel c/o Magisto BIPA Settlement P.O. Box 3116 Baton Rouge, LA 70821 <i>info@MagistoBIPASettlement.com</i></p>	<p>Counsel for Vimeo c/o Magisto BIPA Settlement P.O. Box 3116 Baton Rouge, LA 70821 <i>info@MagistoBIPASettlement.com</i></p>
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**21. What is the difference between objecting and requesting exclusion?**

Objecting is simply telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

**THE FINAL APPROVAL HEARING**

**22. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing on **June 29, 2023 at 10:30 a.m.** by **Zoom** before the Honorable Clare J. Quish (Meeting ID: 953 7174 9534, Password: 253498, Dial-In (312) 626-6799). This hearing may be held remotely at the Court’s discretion. Check the Settlement Website for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve: the Settlement; Class Counsel’s application for attorneys’ fees, costs and expenses; and the Service Award to the Class Representative. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

**Note:** The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, [www.MagistoBIPASettlement.com](http://www.MagistoBIPASettlement.com).

**23. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time the Court will consider it.

**24. May I speak at the Final Approval Hearing?**

Yes. If you wish to, you may attend and speak at the Final Approval Hearing, whether or not you intend to object to the Settlement. If you, or your attorney, wish to appear and speak at the Final Approval Hearing, you must do the following prior to **June 15, 2023** (1) mail or hand-deliver to the Court a “Notice of Intention to Appear” in the Action to the address set forth in Paragraph 20, above; (2) provide copies of any exhibits or documents that you intend to present or use at the hearing; (3) provide a list of all witnesses that you intend to call to give evidence at the hearing; (4) take all other actions or make additional submissions as may be ordered by the Court; and (5) mail or hand-deliver any notice and any exhibits, lists or documents, to Class Counsel and Counsel for Vimeo at the addresses set forth in Paragraph 20, above.

Your Notice of Intention to Appear must be received at the addresses set forth in Paragraph 20, no later than fourteen (14) days prior to the Final Approval Hearing. Please note that if you do not file a Notice of Intention, you may still appear at the Final Approval Hearing and request to address the Court.

**IF YOU DO NOTHING**

**25. What happens if I do nothing at all?**

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If you are a Class Member and do nothing, you will not get any benefits from this Settlement. But, unless you exclude yourself, you will not be able to sue, or continue to sue, Vimeo.com – as part of any other lawsuit – about the same legal claims that are being resolved by this Settlement.

## GETTING MORE INFORMATION

### 26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at *info@MagistoBIPASettlement.com*, by calling 1-844-575-1490 or by writing to *Acaley v. Vimeo.com, Inc.*, Case No. 2019CH10873, P.O. Box 3116, Baton Rouge, LA 70821. In the event of any conflict between this Notice and the Settlement Agreement, the Settlement Agreement shall be binding. Publicly filed documents can also be obtained by visiting the office of the Clerk of the Circuit Court of Cook County – Chancery Division, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

If you have questions, you may contact Class Counsel at:

Ahdoot & Wolfson, PC  
c/o Magisto BIPA Settlement  
P.O. Box 3116  
Baton Rouge, LA 70821  
*info@MagistoBIPASettlement.com*

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.  
THE COURT CANNOT ANSWER ANY QUESTIONS.**

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## **EXHIBIT A**

### **SECTIONS 1.26-1.28 OF THE SETTLEMENT AGREEMENT**

#### **DEFINITIONS**

**1.26 “Released Claims”** means any and all claims or causes of action of any kind, whether known or unknown (including “Unknown Claims” as defined below), fixed or contingent, accrued or not accrued, matured or not yet matured, asserted or unasserted, suspected or unsuspected, including without limitation those related to unknown and unsuspected injuries as well as unknown and unsuspected consequences of known or suspected injuries, that the Releasing Parties now own or hold, or have owned or held at any time prior to the Effective Date of this Agreement, arising from or related to images in photographs or videos that were uploaded onto Magisto, alleged biometric identifiers, biometric information, or personal data that were obtained from documents and information uploaded onto Magisto, and including all claims that were brought or could have been brought in the Action arising from the use of Magisto and Plaintiff’s allegations in the Action, including, but not limited to, claims for any violation of BIPA, including, without limitation, any claim that Released Parties do not comply with BIPA, or any other law or provision of a law under which a claim relating to biometric identifiers or biometric information could be brought with respect to photographs or videos of faces that were uploaded onto Magisto.

**1.27 “Released Parties”** means Vimeo.com, Inc., and its corporate parents, subsidiaries, principals, investors, owners, members, controlling shareholders, trustees, estates, heirs, executors, and administrators, along with the officers, directors, shareholders, employees, attorneys, representatives, agents, insurers, contracting parties, successors, predecessors, and assigns of such persons or entities.

**1.28 “Releasing Parties”** means Plaintiff and the Class Members and their respective present or past heirs, executors, estates, administrators, trustees, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

### **SECTIONS 12.1-12.4 OF THE SETTLEMENT AGREEMENT**

#### **RELEASES**

12.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

12.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

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12.3 Upon the Effective Date, the Released Parties shall by operation of the Final Order and Judgment have, fully, finally, and forever released, relinquished, and discharged all claims against Plaintiff, the Class, and Class Counsel that arise out of the commencement, prosecution, settlement or resolution of the Action, except for claims to enforce the terms of the Settlement or for breach of the Settlement Agreement.

12.4 Upon the Effective Date, the Releasing Parties covenant and agree that they, and each of them, will forever refrain from asserting, instituting, maintaining, prosecuting, continuing to maintain or prosecute, or threatening or attempting to assert, institute, maintain, or prosecute the Released Claims, in whole or in part, against the Released Parties.

[Please note that capitalized terms that are not defined herein have the same meaning as ascribed to them in the Settlement Agreement (available at [www.MagistoBIPASettlement.com](http://www.MagistoBIPASettlement.com)), including as defined in sections 1.1-1.36 of the Settlement Agreement]

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