

# Terms of Use of Netflix

Netflix provides a personalized subscription service that allows our users to access entertaining content ("Nread content") over the Internet on certain TVs, computers and other Internet-connected devices ("devices supporting the Netflix application").

Netflix provides you with Netflix International B.V. These Terms of Use govern your use of our service. As stated in these Terms of Use, "Nez Netflix" service, or "service" means a personalized service provided by Netflix to search and access to Netflix content, including all features and functionality, recommendations and reviews, our websites and user interfaces, as well as all content and software related to our service. The term "you" in these Terms of use means the user who created a Netflix account and the payment method of which is used to pay for the service.

## 1. Subscription

1.1. Your Netflix subscription will continue until the expiration. To use Netflix, you must have access to the Internet and a device that supports Netflix, and specify one or more Payment Methods. "Purple method" means a current, valid, acceptable payment method that may be updated from time to time and include payment through your account created on a third-party resource. If you do not cancel your subscription before the payment date, you grant us permission to charge a subscription fee for the next payment period by you choose from payment method (see. "Cancel" below).

1.2. We can offer several subscription plans, which include subscriptions offered by third parties, together with the provision of their own services and products. We are not responsible for the products and services provided by such third parties. Some subscription plans may have different conditions and restrictions that will be disclosed during registration or in other messages available to you. You can find detailed information about your Netflix subscription by visiting the [netflix.com](http://netflix.com) website and clicking on the Account link that is located at the top of the page under your profile name.

2. Advertising offers. From time to time we can offer special promotional offers, such as prize draws, discounts and other incentives, as well as plans or subscriptions ("Proposals"). The right to receive the Offer is determined by Netflix at its sole discretion, and we reserve the right to withdraw the Offer and block your account if we determine that you do not meet the requirements. Household users with an existing or recent Netflix subscription may not be eligible for some introductory offers. To determine compliance with the requirements of the Offer, we may use information such as device identifier, payment method or your contact details. Compliance requirements and other limitations and conditions will be disclosed when registering in the Offer or in other messages available to you.

## 3. Payment and cancellation

### 3.1.

Estimated period. The subscription fee to the Netflix service and any other expenses that you may be incurred in connection with the use of the service, such as taxes and possible commissions for operations, will be charged through your Payment Method on a certain payment date specified on the Account page. The duration of your billing period will depend on the type of subscription plan that you have chosen when registering in the service. In some cases, the payment date may change — for example, if your Payment Method has not been successfully authorized when you changed your subscription plan, or if your paid subscription has begun on a day that is not included in the given month. Visit the [netflix.com](http://netflix.com) website and see the next payment date on the Account page. We may authorize your Payment Method in anticipation of subscription fees or related services in various ways, including by authorizing it for about one month of service immediately after your registration. If you have registered in Netflix by specifying a third-party account as Payment Method, you can find payment information about your Netflix subscription in your account created on a third-party resource.

### 3.2.

Payment methods. To use Netflix, you must specify one or more Payment Methods. If your Main payment method is rejected or is no longer available to pay for your subscription, you grant us permission to charge funds through any Payment Method associated with your account. You are

responsible for any unassembled amounts. If the payment is not successfully made due to expiration, insufficient amount of funds or other reasons, and you do not cancel your account, we may suspend your access to the service until we successfully recover the funds through the valid Payment Method. For some Payment methods, the issuer may charge you with certain commissions, such as an external transaction fee or other commissions related to the processing of your Payment Method. Local tax fees may vary depending on the Payment Method used. For more information, please contact your payment method provider.

### 3.3.

Update your payment methods. You can update your Payment Methods on the Account page. We may also update your Payment Methods using the information provided by payment service providers. After any update, you grant us permission to further recover from the relevant Payment Methods.

### 3.4.

Cancellation. You can cancel a Netflix subscription at any time, and you will have access to the Netflix service by the end of the billing period. In cases permitted by applicable law, payments are not refundable, and we do not provide refunds or credits for any partial subscription periods or Netflix content you have not used. To cancel your subscription, go to the Account page and follow the cancellation instructions. If you cancel your subscription, your account will automatically close at the end of your current settlement period. On the "Account" page, you can view when it is closed. If you have registered in Netflix using your third-party account as a Payment Method, and want to undo your Netflix subscription, you will have to do so through that third-party resource, for example by visiting the relevant third-party account and disable automatic renewal or unsubscribe from Netflix on that third-party resource.

### 3.5.

Changes in subscription prices and plans. We can change our subscription plans and prices of our service from time to time. We will notify you at least one month before any changes in prices or your subscription plan to come into force. If you do not want to accept a change in the price or subscription plan, you can cancel your subscription before these changes come into force.

## 4. Netflix service

4.1. To subscribe to the Netflix service, you must be at least 18 years old or you must reach the age of majority that is set in your area, in your area or in your country. Minors can use the service only under the supervision of an adult.

4.2. The Netflix service and any content that is accessed through a service is intended solely for your personal, non-commercial use and cannot be transferred to persons outside of your household unless otherwise provided by the terms of your subscription plan. During your Netflix subscription, we provide you with a limited non-exclusive non-transferable right to access Netflix and Netflix content. Except for the above, no right, ownership or share shall be transferred to you. You agree not to use the service for public displays.

4.3. You can access Netflix content mainly in the country in which you created your account, and only in geographical regions where we offer our service and licensed such content. Available content will depend on the geographical location and will change from time to time. The number of devices you can watch Netflix at the same time depends on your chosen subscription plan and is listed on the Account page.

4.4. The Netflix service, including Netflix content, is constantly updated.

Therefore, we do not guarantee that some content will be available on Netflix at any time. We may offer you to view events live or special releases (including repetitions of such content) or use new additional features. Such content or new features may contain breaks for advertising, other types of advertising messages and advertising formats ("Advertising"). Our service may also contain limited promotional content, such as branded content or sponsorship messages, promotions for Netflix content or information about other Netflix products or services. Netflix does not support or sponsor any of the advertised products or services, so you are responsible for any interaction with advertisers, including through participating in interactive ads. We also constantly test various aspects of our service, including our websites, user interfaces and advertising features. You can disable participation in the test anytime

by visiting the "Account" page and by changing the "Participate in Testing" settings.

4.5. Some Netflix content is available for temporary download and offline viewing on certain supported devices ("Offline Content"). There are restrictions, including: the number of Offline Content on the account; the maximum number of devices on which you can store Offline content; the period of time during which you will need to start viewing Offline content; as well as the time during which offline content will remain available. Some offline content may not be reproduced in certain countries. If you open such content in a country where you can not view this Offline content, it will not be played out as long as you are in this country.

4.6. You agree to use the Netflix service, including all related features and functionality, in accordance with applicable law, rules and regulations, and other restrictions imposed on the use of the service or its content. Except as expressly permitted by us, you agree to:

- (i) not to archive, reproduce, distribute, modify, not to show, not to lose, not to publish, to be licensed, not to create derivative works, to offer or to sell and not to use the content and information contained in our service or from the Netflix service or with its help;
  - (ii) not to bypass, remove, modify, do not disable, deteriorate, not to block, or not to interfere with the operation of any of the means of content protection or other elements in the Netflix service, in particular the graphical user interface, advertisements or features, copyright messages, as well as trademarks;
  - (iii) not to use any robot, spider, scraper or other automated means to access the Netflix service;
  - (iv) not to decompile, redesign or disassemble any software or other products or processes available through the Netflix service;
- (b) not to insert any product or in any way not to affect the content of the Netflix service;
- not to use any method of obtaining, collecting or extracting data;
- (vii) not to download, not to be posted, not to be sent by e-mail or otherwise not to send or transmit any material intended to interrupt the operation, destruction or limit the functionality of any computer software or equipment, or telecommunications equipment related to the Netflix service, in particular any viruses or other computer codes, files or programs; or
- (viii) not to participate

in any of the above activities, which is associated with the use, creation, development, modification, launch, configuration, training, testing, analysis and verification of the work of any tools, models, systems, algorithms, products or other machine learning technologies.

We may terminate or restrict the use of our service if you have breached these Terms of Use or use the service for illegal or fraudulent purposes.

4.7. The image of Netflix content can vary depending on the device and depend on various factors, such as your location, access bandwidth and/or the speed of your Internet connection. The availability of content as HD, Ultra HD and HDR depends on your internet service and device capabilities. The availability of viewing with spatial sound depends on the capabilities of your device. Not all content is available with spatial sound or in all formats, such as HD, Ultra HD or HDR, and not all subscription plans allow you to watch content in all formats. The minimum connection speed for video HD quality (determined as a resolution of 720p or higher) is 3.0 MB/s per stream; however, we recommend a faster connection to improve the quality of the video. To view content as Full HD (determined as a resolution of 1080p or higher), the connection speed of at least 5.0 MB/s per stream is recommended. To view content as Ultra HD (defined as 4K or higher resolution), a connection speed of at least 15.0 MB/s per stream is recommended. You are responsible for all collections of funds for access to the Internet. Contact your ISP to get information about a possible fee for using Internet data. The time required to start browsing Netflix will depend on a number of factors, including your location, affordable bandwidth at a specific moment, your chosen content and configuration of your device that supports Netflix.

4.8. Netflix software is designed by either for Netflix and can be used exclusively for authorized streaming and access to Netflix content through devices that support Netflix. This software may vary

depending on the device and the media, and functionality and functions may also vary depending on the device. You confirm that third-party licenses may be required to use the service. You agree that you can automatically receive updated versions of Netflix and related third-party software.

5. Passwords and access to the account. You are responsible for any actions performed through the Netflix account. By providing other users with access to an account (involving access to information about the content viewed in the account), you agree that these persons are acting on your behalf and you are obliged to accept any changes to their account, including changing the subscription plan. To maintain control over the account and prevent unauthorized users from accessing it, you must retain control over the devices used to access the service, and do not disclose password or information regarding the Payment Method associated with the account. You agree to provide the account-related information and maintain their relevance (e.g. valid contact details so that we can send you notifications about your account). We may terminate your account or block it to protect you, Netflix or our partners from stealing personal data or other fraudulent activities.
6. Guarantees and limitations of responsibility. The Netflix service is provided "as is", without any warranty and conditions. In particular, our service can work with failures or errors. You refuse to compensate for any special, indirect or concomitant damage. These terms will not limit any inalienable guarantees or consumer protection rights to which you may be entitled in accordance with the mandatory provisions of the legislation of your country of residence.
7. Refusal of collective claims. IN CASES ALLOWED BY THE CURRENT LEGISLATION, YOU AND NETFLIX AGREE THAT EACH PARTY MAY PRESENT A LAWSUIT TO THE OTHER PARTY EXCLUSIVELY AS AN INDIVIDUAL PARTICIPANT IN THE PROCESS, AND NOT AS A PLAYER OR PARTICIPANT IN A COLLECTIVE OR REPRESENTATIVE CLAIM. In addition, in cases permitted by applicable law (except when you and Netflix decide otherwise), the court cannot merge the claim of more than one person with your claim, nor can consider collective or representation claims.

## 8. Other

### 8.1.

Regulatory law. These Terms of Use are governed by and construed in accordance with the laws of the Netherlands. These terms will not limit any rights to protect consumers to which you may be entitled under the imperative law of your country of residence.

### 8.2.

Unrequested materials. Netflix does not accept unquestioned materials and ideas for Netflix content and is not responsible for the similarity of any content or programming on any media with materials or ideas transmitted by Netflix.

### 8.3.

Служба підтримки клієнтів. Щоб дізнатися більше про наш сервіс і його функції або якщо вам потрібна допомога стосовно облікового запису, відвідайте Довідковий центр Netflix, доступний на вебсайті netflix.com. У деяких випадках Служба підтримки може допомогти вам у найкращий спосіб, скориставшись інструментом віддаленого доступу, через який ми маємо повний доступ до вашого комп'ютера. Якщо ви не хочете надавати нам такий доступ, не погоджуйтеся на надання підтримки через інструмент віддаленого доступу. Ми допоможемо вам в інший спосіб. У випадку розбіжностей між цими Умовами використання й відомостями, наданими Службою підтримки або зазначеними в інших розділах наших вебсайтів, ці Умови використання мають пріоритет.

### 8.4.

Збереження юридичної сили. Якщо будь-яке положення цих Умов використання буде визнано недійсним, незаконним або таким, що не підлягає виконанню, дійсність, законність і придатність до виконання інших положень залишаться чинними в повному обсязі й діятимуть далі.

### 8.5.

Зміни в Умовах використання й передача прав. Netflix може іноді змінювати ці Умови використання. У разі внесення істотних змін ми повідомимо вас щонайменше за один місяць до

того, як застосувати такі зміни до вас. Якщо ви не бажаєте приймати зміни, ви можете скасувати підписку, перш ніж ці зміни набудуть чинності. Ми маємо право в будь-який час передати договір з вами, включаючи наші права та зобов'язання, і ви погоджуєтесь співпрацювати з нами у зв'язку з такою передачею.

#### 8.6.

**Події, які неможливо контролювати з об'єктивних причин.** Сервіс Netflix і/або певний контент на ньому можуть бути недоступні для перегляду або завантаження в певний час унаслідок подій, які неможливо контролювати з об'єктивних причин, зокрема: (i) відключення електроенергії або збій у роботі сервера; (ii) будь-які дії чи збої в роботі третіх сторін, наприклад інтернет-провайдерів (iii) війна, заколоти, страйки або соціальні заворушення; і/або (iv) будь-які інші події, які неможливо контролювати з об'єктивних причин. Ми вживаємо всіх необхідних заходів у межах чинного законодавства, щоб попередити вас заздалегідь, і не несемо відповідальності в разі настання вищевказаних подій.

#### 8.7.

**Електронні повідомлення.** Ми надсилаємо вам інформацію, що стосується вашого облікового запису (наприклад, авторизації оплати, рахунків, зміни пароля або Способу оплати, повідомлення для підтвердження, сповіщення) лише в електронній формі.

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