

Netflix Terms of Use | Netflix Help Center

Netflix provides a personalized membership service that allows our members to access entertainment content (the “Netflix content”) over the internet on certain TVs, computers, and other internet-connected devices (“Netflix-compatible devices”).

The Netflix service provider is Netflix, Inc. These Terms of Use govern your use of our service. As used in these Terms of Use, “Netflix service,” “our service,” or “service” refers to the personalized service provided by Netflix to discover and access Netflix content, including all features and functionalities, recommendations and reviews, our websites and user interfaces, as well as all content and software associated with our service. Referrals to “you” in these Terms of Use state to the member who created the Netflix account and who is billed for charges through your payment method.

1. Membership

1.1. Your Netflix membership will continue until you cancel it. To use the Netflix service, you must have access to the internet and a Netflix-compatible device, and provide one or more Payment Methods. “Payment method” means a current, valid and accepted payment method that can be updated periodically, and that can support payments through your third-party account. Unless you cancel your membership before the billing date, you authorize us to charge you the membership fee for the next billing cycle to your Payment Method (see “Cancellation” below).

1.2. We can offer a wide variety of membership plans, including memberships offered through third parties along with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. Certain membership plans may include various conditions and limitations, which are clarified in the subscription agreement or in other communications. You can find specific information about your Netflix membership by visiting the netflix.com website and clicking on the “Account” link, available at the top of the pages under your profile name.

2. Promotional offers. Occasionally, we may make special promotional offers (such as sweepstakes, discounts and other incentives), plans or memberships (“Offers”). Netflix determines the requirements to access the Offer in its sole discretion, and we reserve the right to revoke an Offer and suspend your account if we determine that you are not eligible. Household members with an existing or recent Netflix membership may not be eligible for certain introductory offers. We may use certain information, such as the device ID, payment method or your contact details, to determine the eligibility of the Offer. Eligibility requirements and other limitations and conditions will be informed when you subscribe to the Offer or in other communications made available to you.

3. Invoicing and cancellation

3.1.

Billing cycle. The membership fee for the Netflix service and any other charges incurred in connection with your use of the Netflix service, such as taxes and fees for any possible transaction, will be charged using your Payment Method on the specific payment date indicated on the “Account” page. The duration of your billing cycle will depend on the type of membership you have selected when subscribing to the service. In certain cases, your payment date may change, for example, if you could not make the charge with your Payment Method satisfactorily, when you change your membership plan, or if your paid membership began a day that is not included in a certain month. Visit the netflix.com website and click on the “Account” page to view your next payment date. We may authorize your Payment Method prior to the collection of membership or service-related charges through various methods, and even authorize it for about a month of service from your registration. If you subscribed to Netflix using your account with a third party as a Payment Method, you can find the billing information for your Netflix membership in your relevant third-party service account.

3.2.

Forms of payment. To use the Netflix service, you must provide one or more Payment Methods. You authorize us to charge any Payment Methods associated with your account in the event of rejection or

unavailability of your primary Payment Method to charge your membership fee. You are responsible for any outstanding charges. If the payment cannot be made satisfactorily, due to the due date, lack of funds or other reasons, and if you do not cancel your account, we may suspend your access to the service until we obtain a valid Payment Method. For some Payment Methods, the issuer may charge you certain charges, such as foreign transaction fees or other charges related to the processing of your Payment Method. Local taxes vary depending on the payment method used. Check with your Payment Method service provider for information.

3.3.

Updating your Payment Methods. You can update your Payment Method on the “Account” page. We may also update your Payment Method using the information provided by the relevant payment service providers. After any updates, you authorize us to issue charges to the applicable Payment Methods.

3.4.

Cancellation. You can cancel Netflix membership at any time, and you will continue to have access to the service until the end of your billing period. In the event that you voluntarily cancel your membership (without cause), payments are non-refundable, and no refunds or credits will be granted for membership periods used partially or for unused Netflix content. To cancel, visit the “Account” page and follow the cancellation instructions. If you cancel your membership, your account will automatically close at the end of your current billing period. On the “Account” page, you can see when your account will close. If you subscribed to Netflix using your third-party account as a Payment Method and wish to cancel your Netflix membership, you may have to do so through that third party, either by visiting your account with the corresponding third party to deactivate your automatic renewal or by canceling the membership of Netflix through that third party.

3.5.

Changes in price and membership plans. We may change our membership plans and the price of our service from time to time. We will inform you of changes in the price of the service or in your membership plans at least one month in advance of the effective date. If you do not wish to accept the price change or plan modification, you can cancel your membership before the change goes into effect.

4. Netflix Service

4.1. You must be at least 18 years old to become a member of the Netflix service. Minors can only use the service under the supervision of an adult.

4.2. The Netflix service and all the content accessed on it is for personal, non-commercial use only, and should not be shared with other people who are not members of your household, unless your membership plan allows it. During your Netflix membership, we grant you a limited, non-exclusive, non-transferable right to access Netflix service and content. Beyond this, no other right, title or interest will be transferred to you. You agree that you will not use the service for public filings.

4.3. You can access Netflix content mainly in the country where you established your account and only in the geographic locations where we offer our service and where you are licensed for that content. The available content may vary by geographic location and change periodically. The number of devices you can view simultaneously depends on the membership plan chosen and is specified on the “Account” page.

4.4. Netflix’s service, including its content, is regularly updated.

Therefore, we do not guarantee that particular content will be available on the Netflix service at a certain time. We may offer you the opportunity to view live events or special events (including repeating such content) or enjoy additional new features. Such content and new features may include business pauses and other types of messages and advertising formats (“Announcements”). Our service may also include limited commercial content, such as branded content or sponsorship messages, promotional videos of Netflix content, or information related to other Netflix goods or services. Netflix does not endorse or sponsor any advertised product or service, and any interaction with advertisers, including through interaction with interactive ads, is by choice of its own and at its own risk. In addition, we regularly test various aspects of our service, such as our websites, user interfaces and promotional features. You can deactivate at any time your participation in trials by visiting the “Account” page and changing the “Test

Participation” settings.

4.5. Some of the Netflix content is available for temporary download and offline viewing on certain supported devices (“Offline Titles”). Restrictions apply, including restrictions on the amount of Offline Titles for each account, the maximum number of devices that may contain Offline Titles, the period in which you will need to start viewing the Titles offline, and how long the Titles will remain offline will remain accessible. Some offline titles may not be playable in certain countries and may not be played in certain countries and that, if you connect in a country where you cannot stream that title offline, that title cannot be played while in that country.

4.6. You agree to use the Netflix service, including all features and functionality associated with it, in accordance with all applicable laws, regulations, and regulations, or any other restrictions on the use of the Service or its content. Except as expressly authorized by us, you agree not to:

(i) archive, reproduce, distribute, modify, display, perform, publish, license, create service-based derivative works, offer for sale, or use content and information included in or obtained through the Netflix service;

(ii) prevent, remove, alter, disable, degrade, block, hide, modify or circumvent the protections of content or other elements of the Netflix service, including the graphical user interface,

advertisements or advertising functions, copyright notices and trademarks;

(iii) use a robot, spider, scraper or other automated form to access the Netflix service;

(iv) decompile, reverse engineer, disassemble any software or other product or process accessed through the Netflix service;

(v) enter a code or product or manipulate the content of the Netflix service in any way;

(vi) use any method of data mining, extraction or data collection;

(vii) upload, post, email or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of the computer software, hardware or telecommunications equipment associated with the Netflix service, including material containing software viruses or any other computer code, files or programs; or

(viii)

perform any of the practices mentioned with respect to the use, creation, development, modification, activation, adjustment, training, testing, comparative analysis or validation of any machine learning tool, model, system, algorithm, product or other technology.

We may cancel or restrict your use of our service if you violate any of these Terms of Use or use the Service illegally or fraudulently.

4.7. The image quality of Netflix content may vary depending on the device and may be affected by various factors, such as location, available bandwidth or internet connection speed. High Definition (HD) Content Availability, Ultra High Definition (Ultra HD) and High Dynamic Range (HDR) depend on your internet service and the device in use.

The quality of the spatial audio depends on the device in use. Not all content is available in spatial audio or in all formats, such as HD, Ultra HD, or HDR, nor all membership plans allow you to receive content in all formats. The minimum connection speed for HD video quality (defined as a resolution of 720p or higher) is 3.0 Mb/s per stream. However, we recommend a faster connection to improve video quality. A connection speed of at least 5.0 Mb/s per stream is recommended to receive content with Full HD video quality (defined as a resolution of 1080p or higher). A connection speed of at least 15.0 Mb/s per stream is recommended to receive Ultra HD video quality content (defined as a resolution of 4K or higher). All internet access charges will be charged on your own. Ask your internet provider for information about possible data consumption charges for internet use. The time it takes to start watching Netflix content will vary based on various factors, including your location, the bandwidth available at the time, the content you have selected, and the settings of your Netflix-compatible device.

4.8. Netflix software is developed by Netflix or for Netflix, and can only be used for authorized streaming

and accessing Netflix content through Netflix-compatible devices. This software may vary depending on the device and the medium, and the functionalities and features may also vary from device to device. You acknowledge that your use of the Service may require third-party software that is subject to third-party licenses. You agree that you may automatically receive updated versions of the Netflix software and related third-party software.

5. Passwords and account access. You are responsible for any activity that occurs on your Netflix account. By allowing others to access the account (including access to information about account display activity), you agree that such persons act on your behalf and that you will have to accept any changes they may make to the account, including but not limited to changes to the membership plan. To help maintain control over the account and prevent any unauthorized user from accessing the account, you must maintain control over the devices used to access the service, and not disclose to anyone the password or payment method details associated with the account. You agree to provide and maintain accurate information regarding your account, including valid contact details so that we can send you notifications about your account. We may cancel or suspend your account to protect you, Netflix or our partners against identity theft or other fraudulent activity.

6. Various provisions

6.1.

Unsolicited material. Netflix does not accept unsolicited materials or ideas for its content, and is not responsible for the similarity between the content or programming of any medium with the materials or ideas transmitted to Netflix.

6.2.

Customer service. If you need to learn more about our service and its features, or if you need assistance with your account, please visit the Netflix Help Center, which you can access through the netflix.com website. In some cases, Customer Service will be better able to help you using a remote access assistance tool that fully enters your computer. If you do not want us to have this access, you should not authorize assistance through the remote access tool, and we will help you in another way. In the event that there is a conflict between these Terms of Use and the information provided by Customer Service or other sections of our websites, these Terms of Use will be the ones that will govern.

6.3.

Validity. If any of the provisions of these Terms of Use are declared void, illegal or unenforceable, the validity, legality and application of the remaining provisions shall continue in full force.

6.4.

Changes to the Terms of Use and Transfer. Netflix may change these Terms of Use when necessary. If material changes are made, we will inform you at least one month in advance of such changes applicable to you. If you do not wish to accept the changes, you can cancel your membership before they take effect. We may assign or transfer our agreement with you, including our associated rights and obligations, at any time and you agree to cooperate with us in connection with such assignment or transfer.

6.5.

Eventos más allá de nuestro control razonable. Es posible que el servicio o el contenido de Netflix no esté disponible o que no pueda descargarse en cualquier momento como resultado de eventos más allá de nuestro control razonable, incluidos, entre otros: (i) interrupciones de energía o de los servidores; (ii) cualquier tipo de actos o errores de terceros, como proveedores de red; (iii) guerras, disturbios, huelgas o malestar social; o (iv) cualquier otro evento o factor fuera de nuestro control razonable. Si bien haremos lo posible para notificarle con anticipación, en tanto lo permita la ley aplicable, no seremos responsables en caso de que esos eventos ocurran.

6.6.

Comunicaciones electrónicas. Le enviaremos la información relativa a su cuenta (por ejemplo, las autorizaciones de pago, las facturas, los cambios de contraseña o de la Forma de pago, los mensajes de confirmación, los avisos) de manera electrónica únicamente.

