

# Amazon Prime Video Terms of Use - Global

Last Updated: May 15, 2025

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Welcome to the terms of use for Amazon Prime Video. These terms are between you and the entity providing the Amazon Prime Video service to you, which may be, depending on your location, Amazon.com Services LLC, Amazon Digital UK Limited or one of their affiliates ("Amazon", "we" or "us"). Visit [www.primevideo.com/ww-av-legal-home](http://www.primevideo.com/ww-av-legal-home) to identify the Amazon affiliate that provides the Amazon Prime Video service to you and other applicable terms based on your location. Your Amazon Prime Video service provider may change from time to time, with or without prior notice (unless required by applicable law). Please read these terms, along with the [Privacy Notice](#), [Conditions of Use](#), and [Amazon Prime Video Usage Rules](#) applicable to you, and all other rules and policies related to the Amazon Prime Video service (including, but not limited to, any rules or usage provisions specified on any product detail page or on any help or other informational page for the Amazon Prime Video service) (collectively, this "Agreement"). If you are located in the UK, European Union or Brazil, the Privacy Notice, the Cookies Notice and the Interest-Based Ads Notice are not part of your Agreement. The versions of these policies and notices applicable to you are available for your review to understand how we handle your personal information. Each time you visit, browse, or use the Amazon Prime Video service, you accept this Agreement on behalf of yourself and all members of your household and others who use the Service under your account.

## 1. THE SERVICE

Amazon Prime Video (the "Service") is a personalized service that offers, recommends and helps you discover digital movies, television shows and other video content (collectively, "Digital Content") and other services as provided in this Agreement. There are several ways to access the Service and Digital Content, including through Amazon Prime and your use of other Prime benefits and Amazon services are governed by separate terms made available in the apps, websites or devices you use to access those services. If you are under 18 years of age, or the age of majority in your location, you may use the Service only with involvement of a parent or guardian. We personalize content and features as part of the Services, including showing you recommendations on Digital Content, features and services that might be of interest to you. We also endeavor to continuously improve the Amazon devices and services and your experience with them.

## 2. COMPATIBLE DEVICES

In order to stream or download Digital Content, you will need to use a personal computer, portable media player, or other device that meets the system and compatibility requirements that we establish from time to time (a "Compatible Device"). Further information as to which devices are supported can be found at: [US](#), [UK](#), [Germany](#), [Japan](#), [All Other Countries](#). Some Compatible Devices may be used only to stream Digital Content, some may be used only to download Digital Content, and some may be used to stream and download Digital Content. We may change the requirements for Compatible Devices from time to time and, in some cases, whether a device is (or remains) a Compatible Device may depend on software or systems provided or maintained by the device manufacturer or other third parties. Accordingly, devices that are Compatible Devices at one time may cease to be Compatible Devices in the future.

The Amazon entity that provides you the Amazon Prime Video mobile app may be different than the Amazon entity that provides you the Service.

### **3. GEOGRAPHIC VARIABILITY**

Due to technical and other restrictions imposed by content providers, the Service is available only in certain locations. The Digital Content (including subtitled and dubbed audio versions of Digital Content) and how we offer Digital Content to you will vary over time and by location. Amazon will use technologies to verify your geographic location. You may not use any technology or technique to obscure or disguise your location.

### **4. DIGITAL CONTENT**

**a. General.** The Service may allow you to: (i) access Digital Content on a subscription basis for viewing during a limited period of time during a subscription period (for example, through Amazon Prime or other subscription or standalone video subscription offering) ("Subscription Digital Content"), (ii) rent Digital Content for on-demand viewing over a limited period of time ("Rental Digital Content"), (iii) purchase Digital Content for on-demand viewing over an indefinite period of time ("Purchased Digital Content"), (iv) purchase Digital Content for pay-per-view viewing over a limited period of time ("PPV Digital Content"), and/or (v) access Digital Content on a free, ad-supported or promotional basis for viewing over a limited period of time ("Free Digital Content"). Digital Content may be available as Subscription Digital Content, Rental Digital Content, Purchased Digital Content, PPV Digital Content, Free Digital Content, or any combination of those, and in each case is subject to the limited license grant below.

**b. Usage Rules.** Your use of Digital Content is subject to the [Amazon Prime Video Usage Rules](#) (the "Usage Rules"). The Usage Rules provide important information, including the time period during which you are authorized to view different types of Digital Content (the "Viewing Period") and limitations on the number and type of Compatible Devices on which each type of Digital Content may be downloaded, streamed, and viewed.

**c. Subscriptions/Memberships.** Offers and pricing for subscriptions (also referred to at times as memberships), the subscription services, the extent of available Subscription Digital Content, and the specific titles available through subscription services, may change over time and by location without notice (except as may be required by applicable law). Unless otherwise indicated, any price changes are effective as of the beginning of the next subscription period. If you do not agree to a subscription change, you may cancel your subscription per Section 4(d) below. The pricing for subscriptions or memberships may include VAT and/or other taxes. Where applicable, such taxes will be collected by the party with whom you transact for the service, which may be Amazon or a third party. We make no guarantee as to the availability of specific Subscription Digital Content or the minimum amount of Subscription Digital Content available in any subscription. Additional terms applicable to a subscription (such as the applicable cancellation and refund policy) will be indicated on the informational pages for that subscription on the primary Service website for your location, noted [here](#) (your "Video Marketplace").

Some of the subscription services that we offer are from third parties. Third parties that provide subscription services (for example, through Prime Video add-on subscriptions) may change or discontinue the features of their services or the content in their services. Amazon is not responsible for the content contained in any third-party subscription service or the features of these services.

If you live in Germany or Austria (or German or Austrian law applies for other reasons) sentence 1 in this Section 4(c) does not apply and the remainder of this section 4(c) applies instead. We may increase and we will decrease subscription fees or the membership fee (each a "change" and collectively "changes to the subscription fee" or "changes to the membership fee") in order to pass on cost increases and/or cost savings arising to us that affect the costs of the Service of which you are a member. Specific cost factors we will consider include: costs associated with the production, licensing, acquisition, and distribution of content; costs associated with required hardware, software, and infrastructure; energy costs; costs of external service providers; costs of labour; costs related to laws, regulations, official orders, and taxes. Subscription or membership fees will only be changed to the extent that our own costs decrease or increase in total and any change to the subscription or membership fees will be based on the financial impact of the total cost decrease or increase on our provision of the Service to you. We will not make any changes to the subscription fees or to the membership fee which affect the contractual balance between the Service and your subscription fees or membership fee. If we make a change to the subscription fees or to the membership fee, we will inform you in text form (for example by e-mail) about the change, the reason(s) for the change, and the effective date of the change within a reasonable period of at least 30 days before the change takes effect. We will also inform you of the effect of deemed consent (in case you do not reject), the beginning and duration of the period to reject, and your option for termination. You may reject the change or cancel your subscription or membership. Your consent to the change will be deemed to have been given if you have not rejected the change within 30 days after receipt of the information. Any changes to subscriptions or to the membership previously made in accordance with these terms remain unaffected. Section 315 of the German Civil Code remains unaffected if you live in Germany or German law applies for other reasons.

**d. Cancellation of Subscriptions/Memberships.** If you signed-up for your video-only subscription or membership directly through us, you may cancel any time by visiting Your Account and adjusting your membership settings, by contacting Amazon customer service, or by using any cancellation form that we make available to you on your Video Marketplace (noted [here](#)) or, if you transact for the applicable Amazon subscription or membership service through a third party, through your account with such third party. If you cancel within 3 business days of signing up for, or converting from a free trial to, a paid membership (or, for customers in the UK and European Union, within 14 days of receiving confirmation of your subscription or membership service), we will refund your full membership fee; except that we may charge you (or withhold from your refund) the value of the Service used through your account during such period. You also expressly accept that the Service will start within your cancellation period. If you cancel at any other time, we will refund your full membership fee only if Digital Content available as part of your video-only membership has not been accessed through your account since your latest membership charge. If you are accessing the Service as part of a Prime membership, the cancellation and refund terms that apply to you are set forth in the Prime Terms of Use of your Video Marketplace (noted [here](#)). If you are accessing the Service as part of an Amazon subscription or membership that you transact for through a third party, the cancellation and refund terms that apply to you may differ and are as set forth by such third party, and you may need to contact such third party to cancel your subscription or receive any refund under its applicable policies.

**e. Purchase and Rental Transactions; Cancellations.** Except as described in this paragraph, all transactions for Purchased Digital Content, Rental Digital Content and

PPV Digital Content are final, and we do not accept returns of such Digital Content. You may cancel an order for Purchased Digital Content or Rental Digital Content within 48 hours of purchase or rental (or, for customers in the UK and European Union, within 14 days from the date of purchase or rental) by clicking "Cancel Your Order" from Your Digital Orders or, for purchases billed through a third party, on the video's detail page on your Video Marketplace (noted [here](#)) or by contacting Amazon customer service; except that you may not cancel an order for Purchased Digital Content or Rental Digital Content once you have started watching or downloading such Digital Content. You may cancel a pre-order for Purchased Digital Content or Rental Digital Content any time before its release date. You may cancel an order for PPV Digital Content any time before the scheduled start of the program. The release date of pre-ordered Digital Content is subject to change. If you have purchased Digital Content as part of an Amazon subscription or membership that you transact for through a third party, the refund terms that apply will be set forth by such third party.

**f. Payment Methods.** If you sign up for your video-only subscription or membership through us and are billed by us, then the billing terms described below will apply to your subscription or membership.

- If we are unable to process your payment using your designated payment method, we reserve the right to charge any payment method we have on file for you.
- If you purchase a subscription or start a free trial for a subscription, your subscription will automatically continue, and you authorize us (without further notice, unless required by applicable law) to collect the then-applicable periodic subscription fee including any taxes, using any payment method we have on file for you.
- UNLESS YOU NOTIFY US BEFORE A CHARGE THAT YOU WANT TO CANCEL OR DO NOT WANT TO AUTO RENEW, YOU UNDERSTAND THAT YOUR SUBSCRIPTION WILL AUTOMATICALLY CONTINUE AND YOU AUTHORIZE US (WITHOUT NOTICE TO YOU, UNLESS REQUIRED BY APPLICABLE LAW) TO COLLECT THE THEN-APPLICABLE PERIODIC SUBSCRIPTION FEE INCLUDING ANY TAXES, USING ANY PAYMENT METHOD WE HAVE ON FILE FOR YOU.
- If all payment methods we have on file for you are declined for payment of your subscription fee, your subscription will be cancelled unless you provide us with a new payment method. If you provide us with a new payment method and are successfully charged before your subscription is cancelled, your new subscription period will be based on the original billing date and not the date of the successful charge. You can use "Your Account" settings to update your designated payment method(s).

If you signed up for your video-only subscription or membership through a third party and are not billed directly by us, then the billing terms provided by the third party will apply to your subscription or membership.

**g. Promotional Trials.** We sometimes offer eligible customers various trial or other promotional memberships, which are subject to this Agreement except as otherwise stated in the promotional offers. We reserve the right, in our sole discretion, to determine your eligibility. Trial members may at any time (through Your Account) choose not to continue to paid membership at the end of the trial period.

**h. Limited License to Digital Content.** Subject to payment of any charges to rent, purchase, or access Digital Content, and your compliance with all terms of this

Agreement, Amazon grants you a non-exclusive, non-transferable, non-sublicensable, limited license, during the applicable Viewing Period, to access and view the Digital Content in accordance with the Usage Rules, for personal, non-commercial, private use. We may automatically remove Digital Content from your Compatible Device after the end of its Viewing Period.

**i. Availability of Purchased Digital Content.** Purchased Digital Content will generally continue to be available to you for download or streaming from the Service, as applicable, but may become unavailable due to potential content provider licensing restrictions or for other reasons, and Amazon will not be liable to you if Purchased Digital Content becomes unavailable for further download or streaming.

**j. Playback Quality; Streaming.** The playback resolution and quality of the Digital Content you receive will depend on a number of factors, including the type of Compatible Device on which you are accessing the Digital Content and your bandwidth, which may increase or decrease over the course of your viewing. If we detect that Digital Content we are streaming to you may be interrupted or may otherwise not play properly due to bandwidth constraints or other factors, we may decrease the resolution and file size of the streamed Digital Content in an effort to provide an uninterrupted viewing experience. While we strive to provide you a high quality viewing experience, we make no guarantee as to the resolution or quality of the Digital Content you will receive when streaming, even if you have paid extra for access to high definition, ultra-high definition, or high-dynamic-range content.

**k. General Restrictions.** You may not (i) transfer, copy or display the Digital Content, except as permitted in this Agreement; (ii) sell, rent, lease, distribute, or broadcast any right to the Digital Content; (iii) remove any proprietary notices or labels on the Digital Content; (iv) attempt to disable, bypass, modify, defeat, or otherwise circumvent any digital rights management or other content protection system used as part of the Service; or (v) use the Service or Digital Content for any commercial or illegal purpose.

## 5. SOFTWARE

**a. Use of the Software.** We may make available software for your use in connection with the Service ("Software"). Terms contained in the [Conditions of Use](#) of your Video Marketplace (noted [here](#)) apply to your use of Software. For additional terms that apply to certain third-party Software, click [here](#).

**b. Information Provided to Amazon and Video Content Providers.** The Service and Software may provide Amazon with information relating to your use and the performance of the Service and Software, as well as information regarding the devices on which you download and use the Service and Software. For example, the Software may provide Amazon with information related to the Digital Content that you download and stream and your use of that Digital Content (such as whether and when you viewed the Digital Content, which may, among other things, help us measure the Viewing Period for Rental Digital Content). Any information we receive is subject to the Amazon Privacy Notice of your Video Marketplace (noted [here](#)). We may provide certain information regarding your subscription status and use of Digital Content, including viewing history, to video content providers, such as third parties offering subscription services through Prime Video add-on subscriptions. We will provide this information in a manner that is not identifiable to you (unless you authorize sharing identifiable information with a specific video content provider).

## 6. ADDITIONAL TERMS

**a. Termination.** We may terminate your access to the Service, including any subscription available as part of the Service, at our discretion without notice (except as may be required by applicable law). If we do so, we will give you a pro-rated refund of your subscription fee (if any); however, if you violate any of the terms of this Agreement, your rights under this Agreement will automatically terminate without notice, and Amazon may, in its discretion, immediately revoke your access to the Service and to Digital Content without refund of any fees. In such event, you must delete all copies of Digital Content that you have downloaded.

**b. Explicit Content.** By using the Service, you may encounter content that may be offensive, indecent or objectionable; this content may or may not be identified as having explicit language or other attributes. Nevertheless, you agree to use the Service at your sole risk, and Amazon has no liability to you for any content. Content types, genres, categories, and descriptions are provided for convenience, and Amazon does not guarantee their accuracy.

**c. Communications.** We may send you promotions or otherwise communicate with you electronically, which may include e-mail, push notification, or posts to your Amazon Message Center, and you hereby consent to receive those communications (unless you are a customer in the UK, European Union, Turkey or Brazil, in which case you separately decide whether or not you wish to receive these communications). These communications will be in accordance with the Amazon Privacy Notice of your Video Marketplace (noted [here](#)). To stop receiving marketing communications from Amazon Prime Video, update your marketing communication preferences from Your Account.

**d. Updates and Modification of Service.** Amazon may modify the Service (including any subscription), any Digital Content and/or Software from time to time (i) to improve existing, or add new, functionality and/or features, (ii) to improve or maintain the user experience, (iii) for operational or technical reasons, (iv) to support maintaining quality and quantity of content included in the Service, or (v) for legal or security reasons. If you are located in the EU or the UK (or if otherwise required by applicable law) and such changes materially and adversely impact the usability of the Services ("Material Changes") a) we will notify you via email or other electronic communication regarding the scope, time and reason for the Material Change at least 30 days before they take effect and b) you may also cancel the Service at any time within 30 days after the Material Changes take effect, and we will give you, if applicable, a prorated refund of any fees paid for the billing period of your membership. Amazon reserves the right to suspend, or discontinue the Service, or any part of the Service, at any time and without notice (except as required by applicable law or set out above), and Amazon will not be liable to you should it exercise such rights, even if your ability to use Digital Content is impacted by the change.

**e. Amendments.** Amazon reserves the right to make changes to this Agreement for legal or regulatory reasons; for security reasons; to enhance existing features or add additional features to the Service; to reflect advancements in technology; to make reasonable technical adjustments to the Service; and to ensure the ongoing operability of the Service at any time by posting the revised terms in connection with the Service or on your Video Marketplace (noted [here](#)). You will be able not to accept these changes by canceling your membership at any time. To the maximum extent permitted by law, your continued use of the Service or Software following any changes will constitute your acceptance of such changes. However, any increase in subscription fee will not apply until your subscription is renewed.

**f. Reservation of Rights; Waiver.** The Service, Software and the Digital Content embody intellectual property that is protected by law. Copyright owners of Digital Content are intended third-party beneficiaries under the Agreement. Our failure to insist upon or enforce your strict compliance with the Agreement will not constitute a waiver of any of our rights.

**g. Disputes/Conditions of Use.** Any dispute or claim arising from or relating to this Agreement or the Service is subject to the governing law, disclaimer of warranties and limitation of liability, dispute resolution and class action waiver (if applicable), and all other terms in the Amazon Conditions of Use of your Video Marketplace (noted [here](#)). You agree to those terms on behalf of yourself and all members of your household and others who use the Service under your account by using the Service. YOU MAY ALSO BE ENTITLED TO CERTAIN CONSUMER PROTECTION RIGHTS UNDER THE LAWS OF YOUR LOCAL JURISDICTION.

**h. Limitation of Liability.** Without limiting the disclaimer of warranties and limitation of liability in the Amazon Conditions of Use of your Video Marketplace (noted [here](#)): (i) in no event shall our or our software licensors' total liability to you for all damages arising out of or related to your use or inability to use the Software exceed the amount of fifty dollars (\$50.00); and (ii) in no event shall our or our Digital Content providers' total liability to you for all damages arising from your use of the Service, the Digital Content, or information, materials or products included on or otherwise made available to you through the Service, exceed the amount you paid to us over the past 12 months to purchase, rent, or view the Digital Content related to your claim for damages. The limitations in this section will apply to you even if the remedies fail of their essential purpose.

**CERTAIN JURISDICTIONS, INCLUDING JURISDICTIONS IN THE EUROPEAN UNION, DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IF THE LAWS OF JAPAN APPLY TO YOUR USE OF THE SERVICE, THE LIMITATION OF LIABILITY IN THIS SECTION WILL NOT APPLY TO CASES OF AMAZON'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.**

**i. Contact Information.** For communications concerning this Agreement, please write to Amazon at the applicable notice address listed [here](#).

**j. Severability.** If any term or condition of this Agreement is deemed invalid, void, or for any reason unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining term or condition.

**k. Your legal rights.** We have a legal duty to supply the Service and Digital Content in conformity with this Agreement. If there is a problem with the Service or any Digital Content, the laws of your country may give you additional rights and remedies. Such laws apply in addition to your rights under this Agreement.