

# Netflix Terms of Service

Netflix provides a personalized, registered service that allows members to access entertainment content ("Netflix Content") online using devices such as Internet-connected televisions and computers ("Netflix-Enabled Devices").

These Terms of Use apply to your use of our Services. "Netflix Services", "Our Services" or "Services" in these Terms of Use means the Personalized Services provided by Netflix to discover or access Netflix Content and includes any features, recommendations and reviews, our website, user interface, and any content and software related to our Services. In these Terms of Use, "you" means a member who has created a Netflix account and owns the payment method to be billed.

## 1. Membership

1.1. Your Netflix membership will continue until you cancel. To use the Netflix service, you must have Internet access and a Netflix-enabled device and provide us with one or more payment methods. "Payment method" means the current, valid and approved payment method, and can be updated at any time. You may also be eligible for payments through your third-party account. Unless you cancel your membership before the billing date, you warrant that Netflix will charge your payment method for the subscription fee for the next billing cycle (see "Cancellation" below).

1.2. We may offer multiple subscription plans. Subscription plans include interruptions due to commercials and other types of advertising messages and advertising format. (Hereinafter referred to as "advertising") are included. All subscription plans include branded content, sponsored advertising, It may include limited commercial content, such as advertising for Netflix content and other information about Netflix products and services. We may also provide you with live streaming, special events (including recorded), or adding new features. Such content and new features may include ads regardless of your subscription plan.

1.3. Some subscriptions are provided through third parties in conjunction with the provision of third-party products and services. We are not responsible for the products and services provided by third parties. In addition, conditions and restrictions may vary depending on the subscription plan, but they will be notified to you at the time of registration or when you contact us for any other contact. For more information about your Netflix subscription, log in to [netflix.com](https://netflix.com) with your profile name and click the Account link at the top of the page.

2. **Campaign offers** : We may special campaign offers (such as lotteries, discounts, and other incentives),

plans, and memberships ("Offers"). Whether or not to use the Offer is up to Netflix's sole discretion. If you decide that you are not eligible for the offer, Netflix reserves the right to cancel the offer and to suspend your account. Members of a household that is currently enrolled in a Netflix membership or who were previously enrolled in a recent or recent-time member of the household may not be able to use certain offers when registering. To determine whether you are eligible for the offer, Netflix may use your device ID, payment method, or your contact information. Eligibility requirements and other restrictions and conditions will be notified when you register for the offer or any other contact with you.

### **3. Payment Requests and Cancellations**

3.1. Payment Billing Cycle: Any other fees arising in connection with the Netflix Services Subscription Fees and the use of the Services (such as taxes and transaction fees, where applicable) will be charged to the payment method you are registered on the specific payment date listed on the Account page. Your billing cycle period depends on the type of subscription plan you choose when you subscribed to the Netflix service. Your payment date may be changed if you do not complete the payment with your registered payment method, change your subscription plan, or if your paid subscription start date is a calendar day that does not exist within the applicable month. To see the next payment date, click on the "Accounts" page on netflix.com. Netflix may approve your payment method in a variety of ways, including, in preparation for a subscription or service-related request, and approves your payment method for the service up to approximately one month upon completion of your registration. If you register with Netflix using your account as a payment method for a third party, you can verify your Netflix subscription billing information by accessing your account with that third party.

3.2. Payment method: To use the Netflix service, you must provide one or more payment methods. If your primary payment method is rejected or is no longer available to pay for your membership fee, you authorize us to charge any payment method registered in your account. If there is any unsettled money, the customer will continue to be responsible for the amount. If the payment cannot be settled due to expiration, lack of funds or other reasons, and if you do not cancel your account, we may suspend your access to the Services until we are able to charge you with a valid payment method. For some payment methods, the issuer of the payment method may charge a certain fee (such as foreign currency exchange fees and other fees related to processing of the payment method). Local tax amounts may vary depending on the payment method you use. Please contact your payment service provider for details.

3.3 Updating your payment method: You can update your payment method by visiting the Account page. We may also use the information provided by your payment service provider to update your payment method. After the update, you authorize us to continue to charge the applicable payment method.

3.4. Cancelled: You may cancel your Netflix membership at any time, and you may still access the Netflix Services until the end of your billing period. To the extent permitted by applicable law, payments are non-refundable and will not be refunded or credited in the middle of the membership

period or if there is any unused Netflix content. To cancel, follow the instructions on the Cancel instructions on the Account page. If you cancel your membership, your account will be automatically closed at the end of the billing period at that time. You can check when your account will close on the Account page. If you register as a Netflix member using your account as a payment method for a third party and you wish to cancel your Netflix membership, you may have to cancel your Netflix membership through that third party (e.g., by logging into your account with the third party and turning off or canceling the automatic update of the Netflix service).

3.5. Change pricing and subscription plans: Netflix may change the fees of our Subscription Plans and our Services from time to time. We will notify you of this at least one month prior to the date on which the fee change or change to your subscription plan is applied. If you do not accept any price changes or changes to your subscription plan, you may cancel your membership before the changes are applied.

## 4. Netflix Services

4.1. You can become a member of the Netflix service only for people over the age of 18. Minors can only use the service under adult supervision.

4.2. The Netflix Services and the content accessed through such Services are limited to your personal, non-commercial use and may not be shared with anyone outside your household unless permitted by your subscription plan. During your Netflix membership period, Netflix grants you a limited, non-exclusive, non-transferable right to access the Netflix Services and Content. Except as set forth above, you will not be transferred to any rights, title or interest. You agree not to use the Services for public screenings.

4.3. You may only access Netflix Content in the country where you opened your account and in the geographic location where we have provided you with a subscription plan and licensed to that Content. The available content varies depending on the geographic location and will change from time to time. Some Netflix content may not be available on the ad-supported subscription plan. The number of devices that you can watch at the same time depends on your subscription plan, and will be specified on the Account page.

4.4. We regularly update the Netflix Services (including the Netflix Content). Therefore, we cannot guarantee that certain content will be available on the Netflix Services at any time. In addition, we continuously conduct tests on various elements of our Services, including our website, user interface and promotional features. You can turn off your monitor participation at any time by changing the "Join Monitor" settings from the Account page.

4.5. Depending on your subscription plan, you can temporarily download some Netflix content on

certain supported devices and watch it offline ("Offline Viewing Movies"). Offline viewing includes restrictions on the number of offline views per account, the maximum number of devices that can be viewed offline, the length of time you must start watching after you download the offline available titles, and the restrictions on how long you can access the offline views. In some countries, offline viewing works may not be available for playback. Even if you connect to the Internet in a country where you cannot stream offline views, you will not be able to play those offline views while you stay in that country.

4.6. You agree to use the Netflix Services (including all related features) in accordance with applicable laws, rules and regulations, and any other restrictions on the use of the Services or its content. You agree not to do so unless expressly permitted by us:

(i) archive, reproduce, distribute, falsify, exhibit, perform, publish, license, create derivative works, make a sale, offer, or use of any content and information contained in or obtained from the Netflix Services or from the Services;

(ii) circumvent, remove, modify, disable, degrade, block, hide, or interfere with any content protection or other elements of the Netflix Services (such as graphical user interface, advertising or advertising features, copyright notices, trademarks, etc.);

(iii) use robots, spiders, scrapers, and other means of automation to access the Netflix Services;

(iv) Decompile, reverse engineer, or disassemble the software or other products or processes accessible through the Netflix Services;

(v) Insert or manipulate a code or product into the content of the Netflix Services in any way;

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

(vii) upload, post, email, or send materials created to block, destroy, or limit the functioning of computer software hardware or telecommunications equipment related to the Netflix Services, such as software viruses or other computer code, files or programs;

(from Vii) To do any of the above in connection with the use, creation, development, modification, prompting, fine tuning, training, testing, benchmarking, and verification of machine learning tools, models, systems, algorithms, products or other technologies, and to do any of the above in connection with the use, development, modification, prompting, fine tuning, training, testing, benchmarking, and verification.

If you violate these Terms of Use or use the Services unlawful, fraudulent or harmful, we may terminate or restrict your use of our Services.

4.7. The quality of Netflix content may vary from device to device, and may be affected by a variety of factors, including your location, the bandwidth available, and internet connection speed. The availability of HD, UHD and HDR depends on your Internet service and device capabilities. The quality of spatial audio also depends on the device capacity of the customer. In addition, not all content is available in spatial audio, HD, UHD, HDR, or any other format, and not all subscription plans will be able

to receive content in all formats. The minimum connection speed for HD quality (defined as 720p or higher in resolution) is 3.0 Mbps per stream. However, in order to improve the quality of the video, we recommend a faster speed than this. A connection speed of 5.0 Mbps per stream is recommended for receiving full-HD quality (defined as 1080p or higher resolution). A connection speed of at least 15.0 Mbps per stream is recommended for receiving UHD quality (defined as 4K or higher in resolution). All fees required for Internet access are borne by the customer. Please check with your Internet provider for fees that may be charged for Internet data usage. The time it takes to start watching Netflix Content depends on a number of factors, including your location, the bandwidth available at the time, the content you choose, and your Netflix-enabled device settings.

4.8. The Netflix Software was developed by Netflix or for Netflix, and its use is limited to streaming or accessing Netflix Content on Netflix-enabled devices in a legitimate manner. The software may vary depending on the device and medium, and its features may also vary depending on the device. You understand that your use of the Services may require third-party software that is subject to a third-party license. You agree that you may automatically receive an updated version of the Netflix Software and related third-party software.

5. **Passwords and Account Access** : You are responsible for any activity that occurs through your Netflix account. If you allow others to access your account (including access to the account's viewing history information), you agree that they are bound by the individuals acting on your behalf and by making changes to those individuals making (including, but not limited to, changes to the subscription plan) making for that account. In order to maintain control of your account and prevent unauthorized users from accessing your account (including information about your account's viewing history), you are advised to maintain control of the device you use to access the Services and not to disclose your account password or payment method details to others. You agree to provide and maintain accurate information in connection with your account. This includes providing valid contact information so that we may send you account-related notifications. We may terminate or temporarily suspend your account to protect you, Netflix or our partners from identity theft or other wrongdoing.

## 6. Miscellaneous rules

6.1. Governing Law: These Terms of Use shall be governed by and construed in accordance with the laws of Japan.

6.2. Bring-in planning: Netflix does not receive any material or ideas about Netflix Content, nor is it responsible for the similarity between Netflix Content Content or Content and any materials or ideas sent to Netflix in any medium.

6.3. Customer support: For more information about our Services and its features, or support for your account, please visit the Netflix Help Center on netflix.com. In some cases, it may be best for customer service to support using remote access support tools that have full access to your computer. If you do

not wish to receive such access from us, please do not agree to support by remote access tools. In this case, we will provide support in another way. If there is a discrepancy between these Terms of Use and the information provided by Customer Service or any other part of our website, these Terms of Use shall prevail.

6.4. Survival clause : The validity, legality and enforceability of any provision of these Terms of Use, even if any provision or multiple provisions of these Terms of Use are held to be invalid, unlawful or unenforceable, will fully survive the validity, validity, and enforceability of the other provisions.

6.5. Changes to the Terms of Use: Netflix may change these Terms of Use from time to time. In the event of a material change, we will notify you of this change at least one month before the date on which it applies to you. If you do not accept such changes, you may cancel your membership before the changes are applied.

6.6. Limitation of warranty and liability: The Netflix service is "as is" and is provided without warranty. In particular, our Services may be interrupted or error-prone. You waive any special and consensual damages claim against us or for direct damages exceeding the one-month membership fee. On the Netflix Services, you may see third-party advertising and other commercial content. Netflix does not recommend or assist in any advertising products or services, and your interaction with advertisers (including your interactions with interactive advertising) is at your own discretion and in your own discretion. These Terms of Use do not limit any unafflower or consumer protection rights that you are authorized to do so.

6.7. Force Majeure: Netflix services and some Netflix content may temporarily not be able to be streamed or downloaded for any reason beyond our reasonable control. These reasons include, but are not limited to: ( i) power outages, server outages, (ii) any actions or errors by third parties, such as network providers; (iii) wars, riots, strikes, social unrest, (iv) any other events or factors beyond our reasonable control. We will notify you in advance with reasonable effort, but in the event of such a reason, we will not be responsible for it to the extent permitted by applicable law.

6.8. Electronic Communications: We will only send you information about your account (such as payment approvals, invoices, changes in passwords and payment methods, confirmation messages, notifications, etc.) in electronic form.

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