

# Netflix Terms of Service | Netflix Help Center

Netflix offers a personalized subscription service that allows our users to access entertainment content (“Netflit Content”) over the Internet on certain TVs, computers, and other internet-connected devices (“Netflisk-enabled Devices”).

Netflix is available to users by Netflix International B.V. These Terms of Use define the use of the website by the user. The terms “Flitfit Service”, “Our Service” or “Service” used in these Terms of Use mean a personalized service providing digital content, provided by Netflix, to enable the discovery and access to the Content offered on Netflix, covering all features and functionalities, recommendations and reviews, our sites, user interfaces, as well as all content and software related to our service. The term “user” means in these Terms of Use the user who created the Netflix account and whose payment method is charged.

## 1. Membership

1.1. Netflix membership is automatically extended until you opt out. In order to use Netflix, you must have access to the Internet and a Netflix-enabled device and provide us with information about at least one Payment Method. “Payment Method” means an up-to-date, correct and accepted payment method that can be updated from time to time and which may include payment using an account held by you in another company. The User, unless he/she resigns from the membership before the settlement date, authorizes us to charge the subscription fee for the next billing period using the Payment Method of his choice (see. “Cancellation” below).

1.2. We offer many subscription plans, including subscriptions offered by other companies in connection with products and services sold by them. With respect to certain subscription plans, different terms and conditions may apply; information on this subject will be provided at the time of your registration or in other communication made available to you. Detailed information about your Netflix subscription can be found on [netflix.com](http://netflix.com) by clicking on the “Account” link at the top of the site, under the user profile name.

2. Promotional offers. We may periodically present special offers (such as lotteries, discounts and other incentives), plans or promotional memberships (“Offers”). If you find that you do not have such rights, Netflix reserves the right to cancel the Offer and suspend your user account. The right to certain Introductory Offers may not be granted to household members with current or recently cancelled membership of Netflix. We may use data such as device ID, payment method or contact information of you to determine your eligibility to use the Offer. The requirements for permissions and other restrictions and conditions will be communicated at the time of registration in the Offer or through another communication made available to the User.

## 3. Settlements and resignation

3.1. Accounting period. The subscription fee for Netflix is charged using the selected Payment Method within the payment period specified on the “Account” page. The length of the billing period depends on the type of subscription plan chosen when registering on the website. In some cases, the payment deadline may change, e.g. if the payment has not been processed using the selected Payment Method, if the user has changed the subscription plan or if the paid subscription of the user has started on a non-monthly day. Information about the date of the next payment can be found on the "Account" page of [netflix.com](http://netflix.com). If you have registered with Netflix using an account in another company as the Payment Method, you will find payment information for your subscription on Netflix in your account with that other company.

### 3.2.

Payment methods. In order to use Netflix, we are required to provide you with information regarding at least one Payment Method. You authorize us to charge a subscription fee using any Payment Method associated with your account where the basic Payment Method for the collection of the subscription fee is no longer available to us or when payment using such method is denied. The User is responsible for any uncollected amounts. If the payment cannot be made due to the expiry date, lack of funds or for other reasons and if the user does not resign from the membership, we may suspend access to the website until the subscription fee is collected using the valid Payment Method. For some Payment

Methods, a third-party service provider may charge you certain fees, such as foreign transaction fees or other fees related to the handling of the selected Payment Method. Depending on the Payment Method used at the local level, tax burdens of varying amounts may be charged. For detailed information, you should contact your third-party service provider providing the Payment Method.

### 3.3.

Update Payment Methods. Payment Methods can be updated by going to the “Account” page. We may also update your Payment Methods using the information provided by payment service providers. After updating, you authorize us to continue charging you the appropriate amount using the relevant Payment Methods.

### 3.4.

Resignation. You can cancel your Netflix membership at any time, and you may continue to have access to Netflix until the end of the billing period. Payments are non-refundable and we do not refund or grant credits for non-use of membership in full, or unused content offered on Netflix. In order to cancel it, go to the “Account” page and follow the cancellation instructions. Cancellation of the membership automatically liquidates the account at the end of a given billing period. The “Account” page specifies the closing date of the account. If you have registered with Netflix using an account payment method in another company and wish to opt out of a Netflix membership, you may need to opt out through that other company, e.g. by visiting your user account on that third-party site and disabling the option to automatically renew or disable your Netflix subscription through that other company.

### 3.5.

Price changes and subscription plans. We may change our subscription plans and the price of our services from time to time in the event of changes in the cost elements affecting the price of our services. Examples of such cost elements include m.in. production and licensing costs, maintenance and distribution costs of our services, customer service costs and other sales costs, administrative and other general costs, and country-specific fees, tributes, taxes and stamp duty. We notify you no later than one month before any price changes or changes to your subscription plan come into force. A user who does not accept the price change or subscription plan has the right to cancel the membership before the change into force.

## 4. Netflix

4.1. Netflix users may only be persons over 18 years of age. Minors may use the service only under the supervision of adults.

4.2. Netflix and any content that is accessed through it are for non-commercial personal use only and may not be made available to persons outside the user's household unless the user's subscription plan allows. During the membership period, Netflix grants you a limited, non-exclusive and non-transferable right to access Netflix and the Content offered on Netflix. Subject to the above, no rights, titles or shares are transferred to the user. The User undertakes not to use the website for the purpose of public playback.

4.3. You have the right to access the Content offered on Netflix primarily in the country where you have created your account, and only in geographic locations where we offer our service and in which we are licensed to such content. The content that may be available will vary depending on the geographic area and will change from time to time. The number of devices that can be used simultaneously for viewing depends on the subscription plan selected as part of the membership and is indicated on the “Account” page.

### 4.4. Netflix, including content

Netflix , is regularly updated. Therefore, we do not guarantee the availability of certain content on Netflix within a specified period of time. We may make it possible for you to watch live events or special events (including playing the recording of such content) or use new additional features. Such content and new features may include advertising interruptions and other types of commercial communications and advertisements (“Advertising”). Our service may also present limited advertising content, such as brand-label content or sponsor information, Netflix content promotions, or information about other Netflix products or services. In addition, we constantly test various aspects of our website, e.g. our

websites, user interfaces and promotional functionalities. You may at any time opt out of participating in the tests by changing the settings in the “Share in Tests” section of the “Account” page.

4.5. Certain Content offered on Netflix can be temporarily downloaded and viewed offline on some supported devices (“Offline Titles”). In this case, restrictions apply, including the number of Offline Titles made available within the account, the maximum number of devices on which the Offline Titles may be located, the period during which you should start viewing Offline Titles, and the period during which Offline Titles remain available. Playing certain Titles offline in some countries may not be possible, and if you connect to the Internet in a country where it is not possible to stream a given Title offline, it will not be possible to play such an Offline Title for the period of your stay in that country.

4.6. Except as expressly permitted by us, you agree to refrain from:

- (i) archive, reproduce, distribute, modify, reproduce, execute, publish, license, create derivative works, offer for sale or use content, and information contained in or through Netflix;
- (ii) bypass, remove, modify, deactivate, weaken, block, hide and thwart any security features of the content or other elements of Netflix, including the graphical user interface, advertising and advertising functions, copyright and trademark information;
- (iii) the use of robot, spider or “scraper” or other automated means to access Netflix;
- (iv) decompilation, retrograde engineering or disassembling software or other products or processes available through Netflix;
- (v) entering codes or products or manipulating the content of Netflix in any way;
- (vi) the use of any methods of extracting, exploring or collecting data;
- (vii) post, publish, send by email, transmit or transmit any material used to disrupt, destroy or limit the functionality of any computer or telecommunications software or hardware associated with Netflix, including computer viruses or other codes, files or computer programs;
- (viii) undertake the above activities in connection with the use, creation, development, modification, support of prompts, improvement, training, testing, evaluation or approval of any tool, model, system, algorithm, product or other machine learning technology.

Netflix may prevent or restrict your use of the website in the event of a user’s breach of these “Terms of Use” or the use of the website in an unlawful or fraudulent manner.

4.7. The image quality of the content offered on Netflix may vary depending on your device and may depend on a number of factors, such as your location, available bandwidth, or the speed of your internet connection. Access to HD, Ultra HD or HDR resolution depends on the capabilities of the Internet and the user's device.

The quality of 3D sound depends on the capabilities of the user’s device. Not all content is available with 3D sound or in all formats, such as HD, Ultra HD and HDR, and not all subscription plans allow the user to receive content in all formats. The minimum connection speed for HD image quality (which is referred to as 720p or higher) is 3.0 Mbps per stream; however, we recommend a faster link for better image quality. For Full HD image quality (which is referred to as 1080p or higher), a connection speed of at least 5.0 Mbps per stream is recommended. For Ultra HD image quality (which is referred to as 4K or higher), a connection speed of at least 15.0 Mbps per stream is recommended. You are responsible for all charges related to internet access. For information on possible data usage fees, please contact your Internet provider. The time required to start viewing the Content offered on Netflix depends on a number of factors, e.g. the user’s location, the available network bandwidth at a given time, the content selected and the configuration of the Netflix-enabled Devices used by the user.

4.8. Netflix software has been developed by or for Netflix and can only be used for permitted streaming and access to the Content offered on Netflix through Netflix-enabled Devices. This software may vary depending on the device or medium; also, its functions and functionalities may vary depending on the device. You acknowledge that your use of the website may require third-party software that is licensed by third parties. You agree that you may automatically receive updated versions of Netflix and related software from third-party providers.

5. Passwords and access to the account. The user password is intended for his personal use only and should be treated as confidential. The User who allows others to access their account (including access to viewing history information) accepts the fact that they take action on their behalf, and that changes made by those persons on his account, including m.in. changes to the subscription plan, apply. In order to facilitate the maintenance of control over the account and to prevent unauthorized users from accessing the account, the user should exercise control over the devices used to access the website and not disclose to anyone the password or data of the Payment Method related to the account. You agree to provide and maintain truthful information about your account, including correct contact information to allow you to send you account notices. Netflix reserves the right to close or suspend your user account if it requires the protection of you, Netflix or its partners against identity theft or other fraudulent activities.

## 6. Final provisions

### 6.1.

Applicable law. These Terms of Use are governed by and construed by Dutch law. These Terms of Use do not limit any consumer rights to protection that you may have in accordance with mandatory laws in your country of residence.

### 6.2.

Unsolicited materials. Netflix does not accept unsolicited content or ideas about the Content offered on Netflix and is not responsible for any similarity of its own content or software posted on any media, to the materials or concepts uploaded to Netflix.

### 6.3.

Customer Support. For further information about our service and its features or to assist you with your user account matters, we encourage you to use the Netflix Help Center available through netflix.com. In some cases, the Customer Service Department can best help the user with remote access, with which we have full access to the user's computer. If you do not wish to have such access, you should not consent to support through the remote access tool. In this case, we will provide assistance in another way.

### 6.4.

Separation of provisions. If any provision of these Terms of Use is held to be invalid, unlawful or unenforceable, this will not affect the validity, legality and enforceability of the remaining provisions.

### 6.5.

Changes to the Terms of Use. Netflix may change these "Terms of Use" (i) in the event of changes to the services provided by Netflix, (ii) to comply with applicable law or to take into account changes in the applicable law and the requirements of the supervisory authorities, (iii) to give these "Terms of Use" greater precision or to facilitate their understanding, (iv) in the event of a planned restructuring or reorganization of our business and/or (v) for technical or security reasons. If material changes are made, we will notify you at least one month before their entry into force in relation to you. A non-acceptant user may cancel a membership before they take effect.

### 6.6.

Electronic correspondence. Information about the user account (e.g. payment authorizations, as well as invoices, password changes or changes to the Payment Method, confirmation messages, notices) will be sent only in electronic form.