

# Netflix Terms of Use | Netflix Help Center

Netflix offers a personalized subscription service that allows our subscribers to access entertainment content (“Netflix content”) via the Internet on certain televisions, computers and other Internet-connected devices (“Netflix-compatible devices”).

These Terms of Use govern your use of the Netflix service. Used in these Terms of Use, the terms “Flext service”, “our service” or “the service” mean the personalized service provided by Netflix to search for 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 the service. References to “you” in the Terms of Use indicate the subscriber who created the Netflix account and is charged in the selected payment method.

## Subscription

1.1. Your Netflix subscription will continue until it is cancelled. To use the Netflix service, you need to have access to the Internet and a Netflix-compatible device, as well as provide one or more Payment Methods. “Payment Method” refers to an updated, valid and acceptable form of payment, which may be updated periodically, and which may include payment through your account with third parties. Unless you cancel the subscription prior to the billing date, you authorize us to charge the subscription fee for the next billing cycle using your Payment Method (see “Cancellation” below).

1.2. We may offer multiple subscription plans, including options with ads and other types of commercial messages and ad formats (“Ads”). All of our subscription plans may contain some commercial messages about original or sponsorship content, Netflix content promotions, or information about other Netflix products or services. In addition, we can offer users the opportunity to watch live or special events (including replays of content) or enjoy new features. These content or new features may contain Ads regardless of your subscription plan.

1.3. Some subscription plans are offered by third parties along with products and services of those third parties. Some of these subscription plans may have different conditions and limitations, which will be informed prior to registration or in other communications made available to you. You can also find specific details about your Netflix subscription by going to the [netflix.com](https://www.netflix.com) website and clicking on the “Account” link, displayed below your profile name at the top of all pages.

**Promotional offers.** Netflix may make offers (such as sweepstakes, discounts, and other incentives) available, plans, or promotional subscriptions (“Offers”). Eligibility for the Offerings is determined by Netflix at its sole discretion. Netflix reserves the right to revoke an Offer and suspend your account if we determine that you are not eligible. Residents of the same residence with a current or recent Netflix subscription may not be eligible for specific introductory Offers. Netflix may use information such as device identification, payment method, or contact details to determine eligibility for the Offer. The eligibility requirements, as well as other limitations and conditions, will be revealed before you sign up for the Offer or other communications that we will make available to you.

## Billing and cancellation

3.1. Cycle of collection. The subscription price of the Netflix service and all other charges incurred by you in

relation to the use of the service, such as taxes and possible transaction fees, will be charged, according to the Payment Method chosen, on the specific payment date indicated on the “Account” page. The duration of the billing cycle will depend on the type of subscription plan you choose when you signed up for the service. In some cases, the payment date may be changed, for example, if the Payment Method cannot be charged, if you change the subscription plan or if your paid subscription starts on a day that does not exist in a given month. Visit the [netflix.com](https://netflix.com) website and click on the “Account” page to see the date of your next payment. Netflix may request in advance an authorization of the amount of your subscription or charges related to the service of your Payment Method in various ways, including the authorization of up to approximately one month of service, at the time of your registration. If you have subscribed to Netflix using your account with a third party as a Payment Method, you can find the Netflix subscription billing data by accessing your account with the said third party.

3.2.

Forms of Payment. To use the Netflix service, you need to provide one or more Payment Methods. You authorize us to charge any Payment Method associated with your account if your primary Payment Method is denied or is no longer available to us for the payment of the subscription amount and you agree that Payment Methods available for both debit and credit operations may be processed in both ways. You remain responsible for all unpaid amounts. If a payment is not successfully made, due to loss of validity, insufficiency of balance or any other reason, and you do not cancel your account, we may suspend your access to the service until we are able to charge a valid Payment Method. For some Payment Methods, financial institutions and/or payment service providers may charge certain fees, such as fees on international financial transactions or other fees related to the Payment Method. The collection of local taxes may vary according to the Payment Method used. Please consult your Payment Method service provider for more details.

3.3.

Update of Payment Methods. You can update your Payment Methods by going to the “Account” page. We may also update your Payment Methods with information provided by payment service providers. After any update, you authorize us to continue to charge in the respective Payment Method(s).

3.4.

Cancellation. You can cancel your Netflix subscription at any time and you will continue to have access to the Netflix service until the end of the billing period. To the extent permitted by applicable laws, payments are non-refundable and Netflix does not offer refunds or credits for subscription periods used partially or for unused Netflix content. To cancel, go to the “Account” page and follow the cancellation instructions. If you cancel your subscription, your account will automatically close at the end of the ongoing billing period. On the “Account” page, you can see when your account will be closed. If you have subscribed to Netflix indicating as a Payment Method an account with third parties and wish to cancel your Netflix subscription, you may need to cancel with such third parties, for example, by accessing your account with that third party and deactivating automatic renewal or by canceling the Netflix service subscription through that third party.

3.5.

Price changes and subscription plans. From time to time, we may change our subscription plans and the prices of our service. Subscription values may be reviewed periodically for better adaptation to the continuous improvement of our service. We may also adjust the value of your subscription annually, or more frequently, as permitted by current legislation, in accordance with the inflation established by the General Market Price Index (IGP-M), published by the Getúlio Vargas Foundation, or another equivalent index applicable to the Netflix

service. We will notify you with at least one month before any price change or subscription plan takes effect. If you do not want to accept the new value or the change in the subscription plan, you can cancel your subscription before the change takes effect.

## Netflix Service

4.1. You must be at least 18 years old to subscribe to the Netflix service. Minors may only use the service under the supervision of an adult.

4.2. The Netflix service and all content accessed through the Netflix service is intended solely for personal, non-commercial use, so they cannot be shared with people outside your residence unless your subscription plan allows. During the term of your subscription, Netflix grants you a limited, non-exclusive, non-transferable right to access the Netflix service and Netflix content. Except as described above, no other right, title or participation is granted to you. You agree not to use the service in public screenings.

4.3. You can access Netflix content, primarily in the country where you signed up and only in the geographic areas where we offer your subscription plan and have licensed that content. Content that may be available varies depending on your geographic location and will be changed periodically. Not all Netflix content can be available in the ad subscription plan. The number of devices on which you can watch the content simultaneously depends on the subscription plan you choose and is specified on the “Account” page.

4.4. The Netflix service, including Netflix content, is updated regularly. Therefore, we do not guarantee that specific content will be available on the Netflix service at a certain time. In addition, different aspects of the service are continuously tested, including our websites, user interfaces, and promotional features. At any time, you can disable participation in tests. To do this, simply go to the “Account” page and change the settings under “Participation in tests”.

4.5. Depending on your subscription plan, some of Netflix’s content may be available for temporary download and offline viewing on some compatible devices (“Offline Titles”). THIS AVAILABILITY IS SUBJECT TO LIMITATIONS, INCLUDING RESTRICTIONS ON THE NUMBER OF OFFLINE TITLES PER ACCOUNT, THE MAXIMUM NUMBER OF DEVICES THAT MAY CONTAIN OFFLINE TITLES, THE PERIOD IN WHICH YOU WILL NEED TO START WATCHING THE OFFLINE TITLES AND THE PERIOD IN WHICH THE OFFLINE TITLES CAN BE ACCESSED. Some Offline Titles may not be played in some countries, and if you go online in a country where you could not watch the broadcast of that Offline Title, it cannot be played while you are in that country.

4.6. You agree to use the Netflix service, including all associated features and functionality, in accordance with applicable laws, rules and regulations or other restrictions on the use of the service or content provided for in the same. Except upon explicit authorization from Netflix, you agree not to:

(i) archive, reproduce, distribute, modify, display, present, publish, license, create derivative works, put up for sale or use the content and information contained in or obtained by the Netflix service;

(ii) circumvent, remove, alter, disable, degrade, block, hide or prevent content protections or other elements of

the Netflix service, including the graphical user interface, any advertisements or advertising features, copyright notices and trademarks;

(iii) use no robot, spider, scraper or any other automated means to access the Netflix service;

(iv) decompile, reverse engineer, or dismember any product or process accessible by the Netflix service;

(v) insert any code or product, nor manipulate the content of the Netflix service in any way;

(vi) use no method of mining, collecting or extracting data;

(vii) upload, publish, send by email, or otherwise send or transmit any material developed to interrupt, destroy or limit the functionality of any software, hardware or telecommunications equipment associated with the Netflix service, including software viruses or any other computer code, file or program; or

(viii) participate in any activities mentioned above related to the use, creation, development, modification, use of prompts, fine-tuning, training, testing, use as a reference or validation of any tool, model, system, algorithm, product or other machine learning technology.

Netflix may terminate or restrict your use of the service if you violate these Terms of Use to extra subscribers or participate in illegal or fraudulent use of the Service.

4.7. The image quality of Netflix content can vary from device to device and can be affected by a number of factors, including its location, available bandwidth, and the speed of your internet connection. High-definition (HD), ultra-high-definition (Ultra HD) and High Dynamic Range (HDR) availability is subject to your Internet services and features of the device used. The quality of the spatial audio is subject to the features of your device. NOT ALL CONTENT IS AVAILABLE IN SPATIAL AUDIO OR IN ALL FORMATS SUCH AS HD, ULTRA HD OR HDR AND NOT ALL SUBSCRIPTION PLANS ALLOW CONTENT RECEPTION IN ALL FORMATS. THE MINIMUM CONNECTION SPEED FOR HD VIDEO QUALITY (DEFINED AS 720P RESOLUTION OR LARGER) IS 3.0 MBPS PER TRANSMISSION. HOWEVER, WE RECOMMEND A FASTER CONNECTION TO GET A BETTER VIDEO QUALITY. IT IS RECOMMENDED A CONNECTION SPEED OF AT LEAST 5.0 MBPS PER TRANSMISSION TO RECEIVE THE FULL HD VIDEO QUALITY (DEFINED AS 1080P RESOLUTION OR HIGHER). IT IS RECOMMENDED A CONNECTION SPEED OF AT LEAST 15.0 MBPS PER TRANSMISSION TO RECEIVE ULTRA HD VIDEO QUALITY (DEFINED AS 4K OR HIGHER RESOLUTION). You are responsible for all Internet access fees. Please consult your Internet provider for information on data utilization costs. The time it takes to start watching Netflix content may vary depending on a number of factors, including your location, the bandwidth currently available, the content you have selected, and the Netflix-friendly device settings used.

4.8. Netflix's software was developed by Netflix or for it and can only be used for authorized broadcasts and to access Netflix content on Netflix-compatible devices. This software may vary depending on the device and the media. Features and features may also vary depending on the device used. You agree that using the service may require third-party software, subject to third-party licenses. You agree that you may automatically receive

updated versions of Netflix software and related third-party software.

**Passwords and account access.** You are responsible for all activities on the Netflix account. By allowing other people to access your account (including access to information about what was assisted in the account), you agree that these individuals are acting on your behalf and that you are subject to the changes they make to the account, including, without restriction, the changes made to the subscription plan. To help maintain control of the account and prevent unauthorized users from accessing it, the Account Holder must control the devices used to access the service and not disclose to anyone the password or the information of the Payment Method associated with the account. You agree to provide and maintain correct information about your account, including valid contact details, so that we may send notifications about your account to you. Netflix may cancel or suspend your account to protect you, Netflix or our partners against ideological falsehood or other fraudulent activity.

**Guarantees and exemption from liability.** THE NETFLIX SERVICE IS PROVIDED “IN THE STATE IN WHICH IT IS”, WITHOUT GUARANTEES OR CONDITIONS. SPECIFICALLY, OUR SERVICE MAY NOT BE FREE OF INTERRUPTIONS OR ERRORS. YOU WAIVE ALL AND ALL COMPENSATION FOR INDIRECT, MORAL AND MATERIAL DAMAGES AGAINST NETFLIX. NETFLIX IS NOT RESPONSIBLE FOR THE QUALITY OF ITS INTERNET CONNECTION. You can find advertisements or other commercial content on the Netflix service. NETFLIX DOES NOT SUPPORT OR SPONSOR ANY ADVERTISED PRODUCTS OR SERVICES AND ASSUMES NO RESPONSIBILITY FOR THE PRODUCTS OR SERVICES PROVIDED BY THE ADVERTISERS. ALL INTERACTIONS WITH ADVERTISERS, INCLUDING INVOLVEMENT WITH INTERACTIVE ADS, ARE AT YOUR OWN RISK, AND YOU AGREE THAT NETFLIX IS NOT RESPONSIBLE FOR ANY DAMAGE INCURRED BY YOU AS A RESULT OF THESE INTERACTIONS. These Terms will not limit any warranty and no mandatory non-waiver consumer protection rights that apply to you.

Diverse

**7.1. applicable legislation.** These Terms of Use shall be governed by and construed in accordance with the law of Brazil.

**7.2. Materiais não solicitados.** A Netflix não aceita materiais ou ideias não solicitados de conteúdo da Netflix e não é responsável pela semelhança de seu conteúdo ou programação em qualquer mídia com materiais ou ideias transmitidos à Netflix.

**7.3. Atendimento ao cliente.** Para saber mais sobre o serviço Netflix, suas funcionalidades e recursos, ou caso precise de ajuda com sua conta, acesse a Central de Ajuda Netflix no site netflix.com. Em alguns casos, a melhor opção para o atendimento ao cliente é utilizar uma ferramenta de acesso remoto que dá acesso total ao seu computador. Se você não quiser que tenhamos esse acesso, você não deve fornecer seu consentimento para o uso da ferramenta de suporte por acesso remoto. A Netflix ajudará você de outras formas. No caso de quaisquer conflitos entre estes Termos de Uso e as informações fornecidas pelo atendimento ao cliente ou outras partes dos nossos sites, estes Termos de Uso prevalecerão.

**7.4. Validade das cláusulas.** Se qualquer disposição ou disposições destes Termos de Uso forem consideradas inválidas, ilegais ou não aplicáveis, a validade, legalidade e aplicabilidade das demais disposições devem permanecer em pleno vigor.

7.5. Alterações e cessão dos Termos de Uso. A Netflix poderá alterar estes Termos de Uso periodicamente. Em caso de alguma alteração substancial, notificaremos você com pelo menos um mês de antecedência. Se não quiser aceitar as alterações, você poderá cancelar sua assinatura antes que elas entrem em vigor. A qualquer momento, a Netflix poderá ceder ou transferir o contrato que tem com você, inclusive nossos direitos e obrigações associados. Você concorda em cooperar com a Netflix nessas cessões ou transferências.

7.6. Eventos além do nosso controle razoável. O serviço Netflix e/ou parte do conteúdo da Netflix PODE NÃO ESTAR DISPONÍVEL PARA TRANSMISSÃO OU DOWNLOAD A QUALQUER MOMENTO COMO RESULTADO DE EVENTOS ALÉM DO NOSSO CONTROLE RAZOÁVEL, INCLUINDO, ENTRE OUTROS: (I) FALHAS DE ENERGIA OU DE SERVIDORES; (II) ATOS OU FALHAS DE QUALQUER NATUREZA POR TERCEIROS, TAIS COMO PROVEDORES DE REDE; (III) GUERRA, TUMULTOS, GREVES OU AGITAÇÃO SOCIAL; E/OU (IV) QUAISQUER OUTROS EVENTOS OU FATORES ALÉM DO NOSSO CONTROLE RAZOÁVEL. EMBORA EMPREGUEMOS ESFORÇOS RAZOÁVEIS PARA NOTIFICAR VOCÊ ANTECIPADAMENTE, NA MEDIDA PERMITIDA PELA LEI APLICÁVEL, NÃO SEREMOS RESPONSABILIZADOS CASO TAIS EVENTOS OCORRAM.

7.7. Comunicações eletrônicas. Enviaremos informações relacionadas à sua conta (por exemplo, autorizações de pagamento, cobranças, alterações de senha ou Forma de Pagamento, mensagens de confirmação ou notificações) somente em formato eletrônico.

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