

# Terms of Use

## Overview:

Welcome to Netflix. We are an online subscription service, providing our members with access to motion pictures, television and other audio visual entertainment ("movies & TV shows") streaming over the Internet to certain Internet-connected TV's, computers and other devices ("Netflix ready devices"). We've put together here some detailed terms and conditions. You should read and understand them as they govern your use of our service.

These Terms of Use provide that all disputes between you and Netflix will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the [Arbitration Agreement](#) below for the details regarding your agreement to arbitrate any disputes with Netflix.

These Terms of Use are also a resource for you to get a deeper understanding of how our service works, including the kinds of data we collect, the way we bill, how we interact with you and other useful details about our service. We encourage you to revisit these Terms of Use when you have a question about the service or want to know how something works. For your convenience, we've indexed the Terms of Use so as to help you more easily navigate and access areas of interest. We hope you enjoy your Netflix experience.

Please note that these Terms of Use include embedded hyperlinks that may be accessed only through our website, so if you are reviewing these Terms of Use through certain Netflix ready devices (for example, game consoles or Internet enabled televisions), you may need to visit the website to review these additional hyperlinked terms.

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U.S. v. Nosal, No. 10-10038, archived on April 20, 2012

## Acceptance of Terms of Use

These Terms of Use, which include our [Privacy Policy](#) and [End User License Agreement](#) ("EULA") govern your use of the Netflix service, including all features and functionalities, instant streaming, our website and user interfaces, and all content and software associated therewith (the "Netflix service" or "service"). By using, visiting, or browsing the Netflix service, you accept and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, you should not use the Netflix service, including our website and user interfaces.

These Terms of Use govern your use of the Netflix service and you should read them carefully. The Netflix service is provided by Netflix, Inc., or one of its affiliated companies. The Netflix company that is providing the service to you (referred to as "Netflix" in these Terms of Use) and with whom you are entering into this agreement, depends on the country from which you sign up for the Netflix service. [Click here](#) to see the Netflix company currently serving your region. Check back as the service provider may change from time to time.

## Changes to Terms of Use

Netflix reserves the right, from time to time, with or without notice to you, to change these Terms of Use, including the Privacy Policy and EULA, in our sole and absolute discretion. The most current version of these Terms of Use can be reviewed by visiting our website and clicking on "Terms of Use" located at the bottom of the pages of the Netflix website. The most current version of the Terms of Use will supersede all previous versions. We will endeavor to post prior version(s) on our website when the Terms of Use are updated. You can see changes from previous versions of the Terms of Use that we have posted by visiting our website and clicking [here](#).

## Privacy and Communications Preferences

Any personally identifying information submitted through the Netflix service is subject to our [Privacy Policy](#), the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices. The date of any changes to our Privacy Policy will be noted at the bottom of the policy. By using our service, you are consenting to receive certain communications from us. For example, Netflix may send you newsletters about new Netflix features, special offers, promotional announcements and customer surveys via email or other methods. If you no longer want to receive the newsletters, other promotional announcements or non-transactional communications, simply use your account name and password to access the "Manage mailing preferences" link on the "Your Account" page and uncheck those items to unsubscribe or click on the unsubscribe link in our email communications. Please review our Privacy Policy for further detail on our marketing communications. You can also find the unsubscribe instructions there.

By using the Netflix service, you consent to receiving electronic communications from Netflix. These communications will include notices about your account (e.g., change in password or Payment Method, confirmation e-mails and other transactional information) and information concerning or related to our service. These communications are part of your relationship with Netflix and you receive them as part of the Netflix membership. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

## Membership and Billing

You can find the specific details regarding your membership with Netflix at anytime by visiting our website and clicking on the "Your Account" link.

### Free Trials

Your Netflix membership may start with a free trial. The free trial period of your membership lasts for one month, or as otherwise specified during sign-up. Free trials may not be combined with any other offers. You must have Internet access and a current valid accepted payment method as indicated during sign-up ("Payment Method"), to use our service. If you or another member of your household has been a Netflix member within the last 12 months, or if your Payment Method, physical address or email address have been associated with a Netflix membership, or if you are streaming from a Netflix ready device that has been previously activated on a different Netflix account, you are not eligible to receive a free trial.

We will begin billing your Payment Method for monthly membership fees at the end of the free trial period of your membership unless you cancel prior to the end of the free trial period. To view the specific details of your membership, including monthly membership price and end date of your free trial period, visit our website and click the "Membership Terms and Details" link on the "Your Account" page. Your Payment Method will be authorized for up to approximately one month of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization; however, no charges will be made against the Payment Method unless you do not cancel prior to the end of your free trial period. You will not receive a notice from us that your free trial period has ended or that the paying portion of your membership has begun. If YOU CANCEL PRIOR TO THE END OF YOUR FREE TRIAL, THERE WILL BE NO CHARGES TO YOUR PAYMENT METHOD. CLICK THE "YOUR ACCOUNT" LINK AT THE TOP OF ANY NETFLIX WEB PAGE FOR CANCELLATION INSTRUCTIONS. We will continue to bill your Payment Method on a monthly basis for your membership fee until you cancel. You may cancel your membership at anytime; however, there are no refunds or credits for partially used periods.

We may offer a number of membership plans, including special promotional plans or memberships with different limitations. Some of these promotional memberships are offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered membership plans. Unless otherwise stated differently, month or monthly refers to your billing cycle (See "Billing" below).

### Billing

By starting your Netflix membership, you are expressly agreeing that we are authorized to charge you a monthly membership fee at the then current rate, and any other charges you may incur in connection with your use of the Netflix service to the Payment Method you provided during registration (or to a different Payment Method if you change your account information). Please note that prices and charges are subject to change with notice. As used in these Terms of Use, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The membership fee will be billed at the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. Visit our website and click on the "Membership Terms and Details" link on the "Your Account" page to see the commencement date for your next renewal period. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying membership. Membership charges are fully earned upon payment. In the event your paying membership began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you started your Netflix membership or became a paying member on January 31st, your next payment date is February 28th and your Payment Method would be billed on that date. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to promotional offers, and you authorize us to charge your Payment Method for such varying amounts. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or related charges. Check with your bank and credit card issuers for details.

If you are eligible, and have signed up for a free trial, your Payment Method will be authorized for up to approximately one month of service during free trials; however, no charges will be made against the Payment Method unless you do not cancel prior to the end of your free trial period. We may also periodically authorize your card in anticipation of membership or related charges. Membership fees and charges are fully earned upon payment. **PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS.** At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes by email. If you want to use a different Payment Method or if there is a change in Payment Method, such as your credit card validity or expiration date, you may edit your Payment Method information by visiting our website and clicking on the "Your Account" link, available at the top of the pages of the Netflix website. If your Payment Method reaches its expiration date and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you authorize us to continue billing that Payment Method and you remain responsible for any uncollected amounts. If you signed up for Netflix using your iTunes account as your Payment Method and wish to cancel your Netflix membership at any time, including during your free trial, you will need to do so by visiting your iTunes account and turning off auto-renew. You may also find billing information about your Netflix membership by visiting your iTunes account.

### Ongoing Membership

Your Netflix membership, which may start with a free trial portion, will continue month- to-month unless and until you cancel your membership or we terminate it. You must cancel your membership before it renews each month in order to avoid billing of the next month's membership fees to your Payment Method. We will bill the monthly membership fee to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). Membership fees are fully earned upon payment.

## Cancellation

You may cancel your Netflix membership at any time. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS OR UNWATCHED MOVIES OR TV SHOWS. To cancel, visit our website and click on "Cancel Membership" on the "Your Account" page and follow the instructions for cancellation under the heading "Cancel Membership."

## Right to Terminate

We reserve the right to terminate or restrict your use of our service, without notice, for any or no reason whatsoever.

## How Our Streaming Service Works

Netflix is an online subscription service providing its members with access to movies & TV shows streaming over the Internet to Netflix ready devices. These devices are manufactured and sold by entities other than Netflix. To see partners who offer Netflix ready devices you may use to access our service, [click here](#).

We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we operate our service. Any description of how our service works should not be considered a representation or obligation with respect to how the service will always work. We are constantly making adjustments to our service and often these adjustments are not completely captured within these Terms of Use.

*Availability.* The availability of movies & TV shows to instantly watch will change from time to time, and from country to country. The quality of the display of the streaming movies & TV shows may vary from computer to computer, and device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. Netflix streams a little bit of data as a buffer each time you start a movie or TV show. Frequently starting and stopping movies & TV shows will result in a minor increase to the amount of data Netflix streams to you per hour. In most cases this will be less than a few minutes worth. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. Netflix makes no representations or warranties about the quality of your instant watching experience on your display. You may change the video quality of your instant watching experience by going into the "Your Account" link on the website.

For certain membership plans in the United States with limited hours of instant watching, any unused instant watching time will not roll-over to your next period or otherwise accumulate. If you reach your watch instantly limit while a selected movie or TV show is playing, you are able to complete that movie or TV show provided that you continuously watch it to completion. The number of movies & TV shows you are able to watch instantly during each billing period depends on the length of each movie or TV show you select and whether you watch them to completion. Any repeated instant watching of a movie or TV show, in whole or in part, will count towards your total watch instantly time.

*Start Time:* The time it takes to begin watching a movie or TV show instantly will vary based on a number of factors, including your location, available bandwidth at the time, the movie or TV show you have selected and the configuration of your Netflix ready device. For example, high-speed action scenes or special effects at the opening of a movie or TV show may slightly delay its start time. In addition, you must be connected to the Internet throughout the watch instantly experience.

*Personal Computer Requirements and Device Limitations:* To enjoy watching instantly via your personal computer, your equipment must satisfy certain system requirements. [Click here](#) to view the various system requirements. To see partners who offer Netflix ready devices you may use to access our service, [click here](#). YOU MAY INSTANTLY WATCH ON UP TO SIX UNIQUE AUTHORIZED NETFLIX READY DEVICES. YOU WILL BE ALLOWED TO INSTANTLY WATCH SIMULTANEOUSLY ON ONLY ONE SUCH DEVICE AT ANY GIVEN TIME. For certain membership plans in the United States, you may instantly watch simultaneously on more than one Netflix ready device within your household. [Click here](#) to view the number of devices on which you may simultaneously view movies & TV shows that are associated with your plan. The number of devices and concurrent streams may change without notice to you. For certain limited membership plans in the United States, your available Netflix ready device may be limited to personal computers.

*Geographic Limitation:* You may instantly watch a movie or TV show through the Netflix service only in geographic locations where we offer our service. The content that may be available to watch will vary by geographic location. Netflix will use technologies to verify your geographic location.

*Netflix streaming software:* Netflix streaming software is developed by, or for, Netflix and is designed to enable instant streaming of content from Netflix through Netflix ready devices. This software may vary by device and medium, and functionalities may also differ between devices. For example, this software may be embedded in a Netflix ready device or we may offer this software to be downloaded onto a device such as the Apple iPad, or the software may also be available on an optical media disc to be inserted into disc drives of certain devices. This software is licensed to you by Netflix pursuant to these Terms of Use and solely for the purpose of using the Netflix service and for no other purpose whatsoever. WE DO NOT WARRANT THE PERFORMANCE OF THIS SOFTWARE, INCLUDING ITS CONTINUING COMPATIBILITY WITH OUR SERVICE. Please refer to the Disclaimers of Warranties and Limitations of Liability set forth in these Terms of Use. You may not copy or reproduce the software nor may you decompile, reverse engineer, disassemble, modify or creative derivative works of any of the software, or any portion thereof. Any unauthorized use of the software is strictly prohibited and Netflix reserves the right to not provide the software (including updates) to you at any time and to discontinue the ability to access the Netflix service through such software at any time, without prior or any notice.

**END USER LICENSE AGREEMENT:** BY USING OUR SERVICE, YOU ACKNOWLEDGE AND AGREE (1) TO THE NETFLIX SOFTWARE END USER LICENSE AGREEMENT [FOUND HERE](#) AS SUCH MAY BE AMENDED OR ADDED TO FROM TIME TO TIME AND (2) TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE NETFLIX AND RELATED THIRD-PARTY SOFTWARE. IF YOU DO NOT ACCEPT THE FOREGOING TERMS, DO NOT USE OUR SERVICE.

We do not warrant that any of the software used and or licensed in connection with our service will be compatible with other third party software nor do we warrant that operation of our service and the associated software will not damage or disrupt other software or hardware. In addition, Netflix ready devices are manufactured and sold by entities other than Netflix. A Netflix ready device is any electronics equipment that is authorized to decode and capable of decoding movies & TV shows that are transmitted over the Internet by Netflix. These devices may include mobile devices, stand alone set-top boxes, Internet connected Blu-ray DVD players, Internet-connected HDTVs, and game consoles. AS SUCH, WE DO NOT TAKE RESPONSIBILITY OR OTHERWISE WARRANT THE PERFORMANCE OF THESE DEVICES, INCLUDING THE CONTINUING COMPATIBILITY OF THE DEVICE WITH OUR SERVICE. By using our service, you agree to look solely to the entity that manufactured and/or sold you the device for any issues related to the device and its compatibility with the Netflix service. Any issues related to our service, including any system requirements, are covered and limited by these Terms of Use. Please refer to the Disclaimers of Warranties and Limitations of Liability set forth in these Terms of Use.

In response to requests from content providers, or due to technical limitations, or for any reason in our sole and absolute discretion, and without prior notice to you, some or all movies & TV shows may not be watched, or may cease to be available for watching instantly, through our service on some Netflix ready devices.

## Features & Functionality

### Social Media

For members in certain countries, you can connect your Netflix account to Facebook. If you choose to connect, you'll be able to take advantage of various social features we will be creating as part of the Netflix service, as well as features available on Facebook. These features will be designed to share information with others - the essence of social media. For example, your friends and others who have access to view information about you on Facebook will be able to see (on Facebook and on Netflix) that you're a Netflix member as well as what you've watched, rated, and other information about your use of the Netflix service. You'll also be able to see similar information about your Facebook friends who are connected with Netflix. In addition, Netflix may personalize and otherwise enhance your experience based on your Facebook information, such as your basic information, and "Likes." Please pay careful attention to your Facebook Connect settings in "Your Account" as well as your Privacy Settings in Facebook which will impact this feature and may give you some control over the information that is shared and who it is shared with. Also, please see our Privacy Policy to learn more about the scope, extent and uses of information we gather.

Please note that only one Facebook account can be connected to each Netflix account. All Netflix account activity will be posted automatically to the Facebook account that is connected to Netflix unless you use the "don't share / unshare" feature currently available on most devices. You can hide a movie or TV show during playback on most devices using the playback controls while instantly watching the movie or TV show. You can also "unshare" by visiting a movie or TV show details page on the Netflix website. If you have authorized more than one member of your household to use your Netflix account, it is possible that their Netflix activity may be posted to your Facebook account or be visible to your Facebook friends using the Netflix service.

While we hope that you find the Facebook Connect feature to be a great way to share information, including discovering new movies & TV shows, you may nonetheless disconnect your accounts at any time by clicking on the "Your Account" link, selecting the "Manage Facebook Connect" link (located in the Preferences section) and then selecting "Disconnect." Facebook may also offer ways to manage the information you share with Netflix. See the Facebook website for details.

BY CONNECTING YOUR NETFLIX ACCOUNT TO YOUR FACEBOOK ACCOUNT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE CONSENTING TO THE CONTINUOUS RELEASE OF INFORMATION ABOUT YOU TO OTHERS, INCLUDING TO FACEBOOK (IN ACCORDANCE WITH YOUR PRIVACY SETTINGS ON FACEBOOK AND YOUR ACCOUNT SETTINGS ON NETFLIX). IF YOU DO NOT WANT INFORMATION ABOUT YOU, INCLUDING INFORMATION SUCH AS YOUR MOVIE & TV SHOW ACTIVITY, TO BE SHARED IN THIS MANNER, DO NOT USE THE FACEBOOK CONNECT FEATURE. We and Facebook are continually making changes and improvements to this feature, and therefore the available features and information that is shared may change from time to time. These changes may take place without notice to you and may not be described in these Terms of Use.

### Member Reviews

We permit you to post reviews of movies & TV shows available through the Netflix service. We do not regularly review the content posted on the Netflix website; however, we reserve the right to reject, remove or edit such content at anytime without notice. Reviews should not be posted that contain: harsh, profane or discriminatory language; illegal, obscene, threatening, defamatory or otherwise objectionable content; URLs, phone numbers, mailing or e-mail addresses, personal attacks on the movie's or TV show's creative personnel; misleading information regarding the origin of the content; or a discussion of Netflix policies or services. Please click on the "Reviews" link that appears on the Netflix website for a link to guidelines for writing and posting member reviews. You understand and agree that we may, but are not obligated to, review the content and may delete or remove it (without notice) in our sole and absolute discretion, for any reason or no reason. Please also see "Use of Information Submitted" below.

WHEN YOU HAVE SUBMITTED A REVIEW, WE WILL DISPLAY YOUR RATING OF MOVIES & TV SHOWS. BY SUBMITTING A REVIEW, YOU UNDERSTAND AND AGREE THAT YOU ARE CONSENTING TO THE RELEASE OF ALL INFORMATION PROVIDED IN YOUR REVIEW, INCLUDING YOUR RATING OF A MOVIE OR TV SHOW, TO A PUBLIC FORUM, INCLUDING OTHER MEMBERS OF, AND VISITORS TO, THE NETFLIX SERVICE. IF YOU DO NOT WANT YOUR REVIEWS TO BE SHARED IN A PUBLIC FORUM, DO NOT USE THE REVIEW FEATURE.

If you no longer wish to have your reviews publicly posted, you may delete them by going into the "Your Account" link on the website and selecting "Reviews". Use of the Reviews feature is for your personal, non-commercial use and is at your own option and risk. The Reviews feature may change without notice to you and the degrees of associated information sharing and functionality may also change without notice.

### Passwords

The member who created the Netflix account and whose Payment Method is charged is referred to here as the Account Owner. The Account Owner has access and control over the Netflix account. The Account Owner's control is exercised through use of the Account Owner's password and therefore to maintain exclusive control, the Account Owner should not reveal the password to anyone. In addition, if the Account Owner wishes to prohibit others from contacting Netflix Customer Service and potentially altering the Account Owner's control, the Account Owner should not reveal the Payment Method details (e.g., last four digits of their credit or debit card, or their email address if they use PayPal) associated with their account.

BY SHARING THE NETFLIX SERVICE PASSWORD, THE ACCOUNT OWNER AGREES TO BE RESPONSIBLE FOR ASSURING THAT HOUSEHOLD MEMBERS COMPLY WITH THE TERMS OF USE AND SUCH ACCOUNT OWNER SHALL BE RESPONSIBLE FOR THE ACTIONS OF THE HOUSEHOLD MEMBERS.

### Parental Controls

Account Owners who wish to limit the maturity level of movies & TV shows viewable by other household members (e.g. available for their children) can go to the "Change parental control setting" link on the "Your Account" page of the website and set parental controls. If you have set a maturity restriction on your Netflix ready device, that setting does not apply to the Netflix service. To limit the maturity level of movies & TV shows viewable from your Netflix account, you must set the parental controls on the "Your Account" page. Please allow 24 hours for changes to the parental control setting to apply to your Netflix ready devices.

Please note however, the Netflix service is not intended to be used by children without involvement, supervision, and approval of a parent or legal guardian. Therefore, if an Account Owner sets parental controls, the Account Owner should not reveal the account password to the child.

Setting a maturity restriction will block movies & TV shows with more mature ratings from streaming online, and will prohibit previews for the restricted movies & TV shows from displaying, but the user will be presented with the title and title art of the movie, or TV show, and the synopsis that is provided. The restriction on

watching these titles can be overridden on a title-by-title basis when you access your account from your computer and enter the Account Owner's password after clicking the 'play' button associated with the desired movie or TV show. If you override the maturity restriction in this manner, you can watch a title with a more mature rating. We reserve the right to modify, including removing, the parental controls feature at any time without notice.

## Feeds

Members from certain countries may have access to RSS feeds as a convenient way to pass information about your Netflix account or that is publicly available on the Netflix site to your RSS reader or an RSS-associated website of your choice. RSS stands for Really Simple Syndication. It allows information to be published in a standard XML format that can be accessed via a URL. Netflix may also choose, at any time, to provide feeds in other formats, such as Atom. All use of the RSS and other feeds ("Feeds"), including obtaining a Feed from the Netflix website or receiving it into an application or website or displaying the content received from such Feeds, is at your own option and risk, and is covered by the Terms of Use for the Netflix Feeds, [found here](#). By using the Netflix Feeds, you agree to be bound by the Terms of Use for Netflix Feeds. In particular, you acknowledge and agree that you are consenting to the information about your account being transferred to the location of the Feed as enabled by you and that your use of a Feed may cause personally identifying information to be associated with you, even if such information is not provided by the Feed.

## Applications

You may encounter third-party applications (including, without limitation, websites, widgets, software, or other software utilities) ("Application(s)") that interact with the Netflix service. These Applications may import data related to your Netflix account and activity and otherwise gather data from you. These Applications are provided solely as a convenience to you, and Netflix is not responsible for and does not endorse the content of such Applications. SUCH APPLICATIONS ARE OWNED OR OPERATED BY THIRD PARTIES THAT ARE NOT RELATED TO, ASSOCIATED WITH OR SPONSORED BY NETFLIX AND MAY NOT BE AUTHORIZED FOR USE WITH OUR SERVICE IN ALL COUNTRIES. Some of these Applications may even use Netflix trademarks. Unless otherwise noted by Netflix on the Netflix website, Netflix is not responsible for and does not endorse the content of such Applications. You will need to make your own independent judgment regarding your interaction with these Applications. If you choose, at your sole and absolute discretion and risk, to use an Application, such Application may interact with, connect to or gather and/or pull information from and to your Netflix account. By using such Applications, you acknowledge and agree to the following: (i) if you use an Application to share information relating to your Netflix account, you are consenting to the information about your account being shared; (ii) your use of an Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if Netflix has not provided such information; and (iii) your USE OF AN APPLICATION IS AT YOUR OWN OPTION AND RISK, and you will hold Netflix harmless for the sharing of information relating to your Netflix account that results from your use of an Application. You must read all log-in boxes and other pop-up boxes closely for notices about sharing your Netflix account information with, through or by any other means identified on an Application. In addition, the Application's end user license agreement, terms of use, and/or any other documentation or materials designated by the Application will govern your use of that Application. It is possible that you may be able to revoke an Application's access to your Netflix account at any time, but information shared prior to revocation may continue to be viewable within, or otherwise continue to be used by, the Application depending on the policies of such Application. If you have any questions, concerns, complaints, or claims about the Applications, you should contact the support or contact personnel of the Application and not Netflix, unless otherwise indicated by Netflix. NETFLIX DISCLAIMS ALL LIABILITY ARISING FROM YOUR USE OF APPLICATIONS.

## Account Access; Identity Protection

In order to provide you with ease of access to your account and to help administer the Netflix service, Netflix implements technology that enables us to recognize you as the account holder and provide you with direct access to your account without requiring you to retype any password or other user identification when you revisit the Netflix service. You are responsible for updating and maintaining the truth and accuracy of the information you provide to us relating to your account.

You are also responsible for maintaining the confidentiality of your account and password and for restricting access to your Netflix ready device. If you disclose your password to anyone or share your account and/or devices with other people, you take full responsibility for their actions. Where possible, users of public or shared devices should log out at the completion of each visit. If you sell or return a Netflix ready device, you should logout and/or deactivate the device before doing so. Similarly, if your Netflix ready device is lost or stolen, please deactivate the Netflix ready device. If you fail to log out or deactivate your device, subsequent users may access the Netflix service through your account and may be able to access certain of your account information. To deactivate a device, go to [Manage Netflix ready devices and computers](#).

If you find that you're a victim of identity theft and it involves a Netflix account, you should notify Customer Service. Then, you should report this instance to all your card issuers, as well as your local law enforcement agency. Also, you should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your sensitive account information by going directly to the Netflix website and not through a hyperlink in an email or any other electronic communication, even if it looks official. Netflix reserves the right to place any account on hold anytime with or without notification to the member in order to protect itself and its partners from what it believes to be fraudulent activity. Netflix is not obligated to credit or discount a membership for holds placed on the account by either a representative of Netflix or by the automated processes of Netflix.

## Disclaimers of Warranties and Limitations on Liability

THE NETFLIX SERVICE, INCLUDING OUR WEBSITE AND USER INTERFACES, AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE NETFLIX SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE NETFLIX SERVICE, OUR WEBSITE AND USER INTERFACES, AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH. NETFLIX DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE NETFLIX SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT NETFLIX MAY ELIMINATE OR OTHERWISE MODIFY ANY OR ALL ASPECTS OF THE NETFLIX SERVICE, INCLUDING FEATURES, WITHOUT COMPENSATION OR NOTICE TO YOU. NETFLIX SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS, NETFLIX READY DEVICES, AND NETFLIX SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH OUR SERVICE). Without limiting the foregoing, we and our licensors assume no liability or responsibility for any of the following: (i) errors or omissions in the content delivered by the Netflix service or on the Netflix website or user interfaces; (ii) recommendations or advice of Customer Service; (iii) any failure or interruption in the availability of the Netflix service and/or website or user interfaces, (iv) delivery and or display of any content contained on the Netflix website, user interfaces, or otherwise through the Netflix service; and (vii) any losses or damages arising from the use of the content provided on the Netflix website, user interfaces, or otherwise through the Netflix service itself, including any losses or damages arising from downloading of related software, downloading and/or use of any other software, including the remote desktop tool offered by Customer Service, optical media discs or any conduct by users of the Netflix service, website or user interfaces. TO THE EXTENT ALLOWABLE BY LAW, WE AND OUR LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. In addition, we do not represent

or warrant that the information accessible via our site is accurate, complete or current. We do not make any representations with respect to the content contained on movies & TV shows from the Netflix service or the descriptions of any movie or TV show content contained on our website and user interfaces. We do not represent or guarantee that your use of the Netflix service will be free from interruption, loss, corruption, attack, viruses, interference, hacking, or other security intrusion and we disclaim any liability with respect thereto. No oral or written information or advice given by us or our authorized representative shall create a warranty or otherwise constitute a representation binding upon Netflix or its affiliated parties.

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## Intellectual Property

### Copyright

The Netflix service, including all content included on the Netflix website and user interfaces, or delivered to members as part of the service, including, but not limited to, movies & TV shows you can watch instantly, text, graphics, logos, designs, photographs, button icons, images, audio/video clips, digital downloads, data compilations, and software, are the property of Netflix or its licensors and are protected by United States and international copyright, trade secret or other intellectual property laws and treaties. The compilation of all content and any software or other materials provided by Netflix on our website and user interfaces, or in connection with the Netflix service are the exclusive property of Netflix and its licensors and are protected by the copyright and trade secret laws in the territories in which the Netflix service operates and by international treaty provisions. Content shall not be reproduced or used without express written permission from Netflix or its licensors. You agree to adhere to the restrictions set forth under "Netflix streaming software" and "Limitations on Use." You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Netflix service, not to insert any code or product or manipulate the content of the Netflix service in any way, and not to use any data mining, data gathering or extraction method. Netflix reserves the right to terminate your membership hereunder if Netflix, in its sole and absolute discretion, believes that you are in violation of Netflix software restrictions, restrictions against copying movies & TV shows provided to you by us, or other unauthorized copying or use of our proprietary content in violation of the copyrights of Netflix and its licensors. Netflix does not promote, foster or condone the copying of movies & TV shows or any other infringing activity. The use of the Netflix service, including movies & TV shows made available to you by us, is solely for your personal and non-commercial use. Please see the instructions at the end of these Terms of Use for notifying us of the presence of any allegedly infringing content of the Netflix service, including any on the Netflix website and user interfaces.

### Trademarks

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### Patents

The U.S. Patent & Trademark Office issued to Netflix U.S. Patent Nos. 6,584,450 (rental process), 6,966,484 (mailer), 7,024,381 (approach for renting items to customers), 7,401,727 (mailing and response envelope), 7,403,910 and 7,617,127 (estimating user ratings of items), 7,546,252 (managing rental items across multiple locations), 7,568,613 (a mailer envelope with inventory control window), 7,631,323 (sharing rental accounts (Profiles)) and 7,848,968 (processing rental returns). Netflix has other patents pending that apply to the Netflix service and our operations.

## Entertainment and Service Content

We distribute movies, television, and other filmed entertainment and we reserve the right to display and promote the filmed entertainment or other information through our service, including our website and user interfaces, to you in any manner we choose in our sole and absolute discretion. In addition, the Netflix service allows you and other third parties to post reviews or comments concerning the entertainment distributed by us. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed or made available by third parties through the Netflix service are those of the respective authors or producers and not of Netflix, or its shareholders, directors, officers, or employees or licensors. Under no circumstances shall Netflix, or its shareholders, directors, officers, directors, or employees or licensors be held liable for any loss or damage caused by your reliance on information obtained through the Netflix service. It is your responsibility to evaluate the information, opinion, advice, or other content available through the Netflix service.

## Use of Information Submitted

Netflix is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings to the Netflix service, including the Netflix website and user interfaces, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products

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## Service Testing

From time to time, we test various aspects of our service, including our website, user interfaces, service levels, plans, promotions, features, availability of movies & TV shows, delivery, and pricing, and we reserve the right to include you in or exclude you from these tests without notice.

## Customer Service

If you need assistance with your account, you may find answers and reach Customer Service at any time [here](#), where you will find the answers to many frequently asked questions and information on reaching a live Customer Service representative.

In certain instances, Customer Service may best be able to assist you by using a remote access support tool, which will enable us to interact directly with your account. We provide such support service only with your permission and in your presence (via phone and Internet connection). During the time we are providing you with remote access support service, we have full access to your desktop. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will do our best to assist you through other means. The Disclaimers of Warranties and Limitations of Liability set forth in these Terms of Use expressly apply to the use of Customer Service, including any remote desktop access tool. We may utilize the services of third parties in providing you customer service support.

## Your Conduct in Accessing the Netflix Service

By accessing the Netflix service, including the Netflix website and user interfaces, you agree to use the Netflix service, including all features and functionalities associated therewith, the website and user interfaces and all content and software associated therewith in accordance with all applicable laws, rules and regulations, including public performance limitations or other restrictions on use of the service or content therein. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Netflix service. You also agree not to interfere with the servers or networks connected to any portions of the Netflix service or to violate any of the procedures, policies or regulations of networks connected to the Netflix service. You also agree not to impersonate any other person while using the Netflix service, conduct yourself in a vulgar or offensive manner while using the Netflix service, or use the Netflix service for any unlawful purpose.

## Limitations on Use

You must be 18 years of age or older to become a member of the Netflix service. In certain jurisdictions, the age of majority may be older than 18, in which case you must satisfy that age in order to become a member. While individuals under the age of 18 may utilize the service, they may do so only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use. While Netflix does distribute products that may be watched by children, the Netflix service is not intended to be used by children, without involvement, supervision, and approval of a parent or legal guardian (see also "Parental Controls"). Unless otherwise specified, the Netflix service, and any content viewed through our service, are for your personal and non-commercial use only and we grant you a limited, non exclusive, non transferable, license to access the Netflix service for that purpose. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You may not download (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms of Use), modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Netflix service, without our express written consent. Netflix does not promote, foster or condone the copying of movies & TV Shows, digitally delivered content, or any other infringing activity. You may not circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Netflix service. You may not frame or utilize any framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Netflix without our express written consent. You may not purchase search terms or use any meta tags or any other "hidden text" utilizing the Netflix name or trademarks without our express written consent. Any unauthorized use of the Netflix service or its contents will terminate the limited license granted by us and will result in the cancellation of your membership.

## Links and Pages

Some of the hyperlinks on the Netflix website may lead to other websites or other content that are not controlled by, or affiliated with, Netflix. In addition, other websites may link to the Netflix website or Netflix may include links to the websites of businesses, including those that have associations with us through certain programs. For example, Netflix may include pages that display and provide information on Applications, Netflix ready devices or other products. These pages may provide links to third party sites where Netflix members may obtain or purchase such Applications and devices. Netflix has not reviewed these websites and is not responsible for the offerings of any of these sites or the content, privacy policies or terms of use of these websites or Applications. You acknowledge and agree that Netflix is not responsible or liable for, and does not otherwise warrant, the actions of these third parties, the products or contents on their websites, or the performance of any Applications and devices. These linked websites have separate and independent privacy statements, notices and terms of use, which we recommend you read carefully. You should also refer to the section of these terms titled "Applications" and "How Our Streaming Service Work."

## Gifts & Promotions

In certain countries, we may offer Gift Subscriptions for purchase. Gift Subscriptions are issued through NGS Services, Inc., a company incorporated in the state of Oregon, U.S.A. These Gift Subscriptions are sold on our website and are redeemable for the Netflix service only in the country in which the Gift Subscription was purchased. We will automatically bill your Payment Method for any purchased Gift Subscriptions. The purchase of Gift Subscriptions is subject to the terms and conditions set forth on the "[Gift Subscription Purchase](#)" page, and the redemption of Gift Subscriptions is subject to the terms and conditions set forth on the "[Gift Subscription Redemption](#)" page.

In the United States, we also offer Gift Cards for sale through CardFact 25, Inc. These cards are available for purchase from certain retail stores in the United States and can be redeemed on the Netflix website by U.S. residents. Please [click here](#) for more information and to review the complete terms and conditions of the Gift Cards.

Promotional codes may be redeemed on our website at [www.netflix.com/code](http://www.netflix.com/code). Promotional code can only be used once and cannot be redeemed for cash, resold or combined with any other offers, including free trial. A valid Payment Method may be required when you redeem the promotion code; however, you will not be charged a membership fee during your complimentary membership period. Netflix will begin to bill your Payment Method for membership plan you are on at the end of your complimentary membership period unless you cancel prior to the end of that period. If you are already a Netflix member, you may be able to apply the value of the promotion code toward your existing Netflix monthly membership. If you received a promotion code through an offer by a third party, additional restrictions may apply.

## Claims of Copyright Infringement

It is the policy of Netflix to respect the intellectual property rights of others. Netflix does not condone the unauthorized reproduction or distribution of movies, TV shows, or other copyrighted content. If you believe your work has been reproduced or distributed in a way that constitutes copyright infringement or are aware of any infringing material available through the Netflix service, please notify us by completing the claims form found [here](#).

Please note that we will not be able to respond to customer service or other unrelated issues submitted through the copyright claims form above. For queries that are not related to copyright matters, please see other way to [contact us](#).

## Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of the state of Delaware, U.S.A. without regard to conflict of laws provisions. If any provision or provisions of these terms shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and shall remain in full force and effect.

## Arbitration Agreement

You and Netflix agree that any dispute, claim or controversy arising out of or relating in any way to the Netflix service, including our website, user interfaces, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Netflix are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your Netflix membership.

If you elect to seek arbitration, you must first send to Netflix, by certified mail, a written Notice of your claim ("Notice"). The Notice to Netflix should be addressed to: General Counsel, Netflix, Inc., 100 Winchester Circle, Los Gatos, CA 95032-1815 ("Notice Address"). If Netflix elects to seek arbitration, it will send, by certified mail, a written Notice to the address used for your membership account ("Notice"). If Netflix and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Netflix may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by Netflix or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration at [www.adr.org](http://www.adr.org). If you are required to pay a filing fee, after Netflix receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless Netflix and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. (If you reside outside of the United States, any arbitration hearings will take place in your country of residence at a location reasonably convenient to you, but will remain subject to the AAA Rules including the AAA rules regarding the selection of an arbitrator). If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Netflix's last written settlement offer made before an arbitrator was selected (or if Netflix did not make a settlement offer before an arbitrator was selected), then Netflix will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

YOU AND NETFLIX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Netflix agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

## DVD Plans in the United States

If you are a Netflix member in the United States on a DVD plan, the [DVD Terms and Conditions](#) also apply to your use of the Netflix service.

Effective Date: March 7, 2012



Watch instantly on your TV with devices that stream instantly from Netflix

Use of the Netflix service and this Web site constitutes acceptance of our [Terms of Use](#) and [Privacy Policy](#).

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*U.S. v. Nosal, No. 10-10038 archived on April 20, 2012*