

Netflix Terms of Use

Welcome to Netflix! Netflix provides a service that allows users to access entertainment content ("Netflix content") over the Internet on certain Internet-connected TV's, computers and other devices ("Netflix supported devices").

The Netflix service is provided to you by Netflix, Inc. You have accepted these Terms of Use, which govern your use of our service. As used in these Terms of Use, "Netflix service", "our service" or "the service" means the service provided by Netflix for discovering and accessing Netflix content. This includes all personalization, features and functionalities, recommendations and reviews, our websites, applications and user interfaces, as well as all content and software associated with our service.

THESE TERMS OF USE REQUIRE YOU TO RESOLVE MOST DISPUTES WITH NETFLIX IN ARBITRATION, NOT IN COURT, UNLESS YOU EXERCISE YOUR TIME-LIMITED RIGHT TO OPT OUT OF THAT REQUIREMENT. THIS MEANS THAT YOU WILL NOT BE ABLE TO HAVE A JUDGE OR JURY DECIDE THE DISPUTE. SEE SECTION 6 BELOW FOR FULL DETAILS.

1. The Netflix Service

1.1. Access to the Netflix Service. To use the Netflix service you must have Internet access and a Netflix supported device. Some features, content, or offerings may be available at no cost and may be accessed without creating an account or providing a Payment Method, while other options require you to create a Netflix account or purchase a subscription, subject to the subscription terms outlined below. You may also be able to use the Netflix service as a profile user under an Account Owner's subscription, provided you are part of the same household, or as an Extra Member if you do not live in the same household as the Account Owner. As used in these Terms, "Account Owner" means the user who created the Netflix account and whose Payment Method is charged for the subscription.

1.2. Age Limitation. You must be at least 18 years of age to create a Netflix account or to become an Extra Member. Minors may only use the service under the supervision of an adult.

1.3. Offers. We may from time to time provide special promotional offers (such as sweepstakes, discounts and other incentives), plans or subscriptions ("Offers"). Offer eligibility is determined by Netflix at its sole discretion and we reserve the right to revoke an Offer and put your account on hold in the event that we determine you are not eligible. Members of households with an existing or recent Netflix account may not be eligible for certain introductory Offers. We may use information such as device ID, method of payment or your contact information to determine Offer eligibility. The eligibility requirements and other limitations and conditions will be disclosed when you sign-up for the Offer or in other communications made available to you.

1.4. Account Sharing. The Netflix service and any content accessed through it are for your personal, non-commercial use only and may not be shared with anyone outside of your household unless you purchased an Extra Member account.

1.5. Access Limitations. You may access Netflix content primarily within the country in which you have established your account and only in geographic locations where we offer your subscription plan and have licensed such content. The content that may be available will vary by geographic location, may be limited by law or by the rights that our third-party content providers grant to us, and will change from time to time. Not all Netflix content may be available in the ad supported subscription plan. The number of devices on which you may simultaneously watch depends on your chosen subscription plan and is specified on the "Account" page.

1.6. Availability and Testing. The Netflix service, including the Netflix content, is regularly updated. As a result, we do not guarantee that particular content will be available on the Netflix service at any given time. While we strive to provide a consistent and high-quality experience, some content or features may be temporarily unavailable due to demand, technical constraints, or system maintenance. In addition, we continually test various aspects of our service, including our websites, user interfaces and promotional features. You can turn off test participation at any time by visiting the "Account" page and changing the "Test participation" settings.

1.7. Downloading Content. Depending on the subscription plan, some Netflix content may be available for temporary download and offline viewing on certain supported devices ("Offline Titles"). Limitations apply, including restrictions on the number of Offline Titles per account, the maximum number of devices that can contain Offline Titles, the time period within which you will need to begin viewing Offline Titles and how long the Offline Titles will remain accessible. Some Offline Titles may not be playable in certain countries and if you go online in a country where you would not be able to stream that Offline Title, the Offline Title will not be playable while you are in that country.

1.8. Usage Rights and Restrictions. Subject to these Terms and only to the extent you are expressly authorized, we grant you a limited, non-exclusive, non-transferable right to access the Netflix service. Except for the foregoing, no right, title or interest shall be transferred to you. You agree to use the Netflix service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. Unless otherwise explicitly authorized, you agree not to:

(i) use the service for commercial purposes or public performances;

(ii) archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use content and information contained on or obtained from or through the Netflix service;

(iii) circumvent, remove, alter, deactivate, degrade, block, obscure or thwart any of the content protections or other elements of the Netflix service,

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

(iv) use any robot, spider, scraper or other automated means to access the Netflix service;

(v) decompile, reverse engineer or disassemble any software or other products or processes accessible through the Netflix service;

(vi) insert any code or product or manipulate the content of the Netflix service in any way;

(vii) use any data mining, data gathering or extraction method;

(viii) upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Netflix service, including any software viruses or any other computer code, files or programs; or

(ix) engage in any of the foregoing in connection with the use, creation, development, modification, prompting, fine-tuning, training, testing, benchmarking or validation of any machine learning tool, model, system, algorithm, product or other technology.

We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

1.9. Viewing Experience and Technical Requirements. The quality of the display of the Netflix content may vary from 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. HD, Ultra HD and HDR availability is subject to your Internet service and device capabilities. Spatial audio quality is subject to your device capabilities. Not all content is available in spatial audio or in all formats, such as HD, Ultra HD or HDR and not all plans allow you to receive content in all formats. The minimum connection speed for HD video quality (defined as a resolution of 720p or higher) is 3.0 Mbps per stream; however, we recommend a faster connection for improved video quality. A connection speed of at least 5.0 Mbps per stream is recommended to receive Full HD video quality (defined as a resolution of 1080p or higher). A connection speed of at least 15.0 Mbps per stream is recommended to receive Ultra HD video quality (defined as a resolution of 4K or higher). 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 watching experience on your display. The time it takes to begin watching Netflix content will vary based on a number of factors, including your location, available bandwidth at the time, the Netflix content you have selected and the configuration of your Netflix supported device.

1.10. Netflix Software and Updates. The Netflix software is developed by, or for, Netflix and may solely be used for authorized access to Netflix content

through Netflix supported devices. This software may vary by device and medium, and functionalities may also differ between devices. By using our service, you agree to receive, without further notice or prompting, updated versions of the Netflix and related third-party software.

1.11. Device Responsibility. By using our service, you agree to look solely to the entity that manufactured and/or sold you the Netflix supported device for any issues related to the device and its compatibility with the Netflix service. We do not take responsibility or otherwise warrant the performance of Netflix supported devices, including the continued compatibility with our service.

1.12. Interactive Features. We may offer certain Interactive Features as part of the service. "Interactive Features" means any real-time or near-real-time functionality that enables users to participate in or interact with programming or other users, for example live chat, polls, voting, multiplayer gaming, game shows, and live voting. Use of Interactive Features is subject to these Terms of Use, our Community Guidelines and, where posted, the official rules for the specific event. We may (but are not obligated to) use automated systems and human reviewers to record, monitor, analyse, modify, disable and, store and review use of our Interactive Features, including your communications and material you or other users submit, to detect, investigate identify or prevent suspected violations of these Terms, our Community Guidelines or illegal or harmful content or conduct. Chat messages, content and other interactions using Interactive Features (together, "Interactive Content") are the sole responsibility of the person who posts or initiates them. We do not endorse, verify, or guarantee Interactive Content and make no representation as to its accuracy, completeness or lawfulness. To the extent permitted by applicable law, we will not be liable for any claims, losses or damages arising out of or related to Interactive Content. We may take interim measures (for example, suspend voting, disqualify entries or void results) to protect voting integrity, safety or legal compliance. We may suspend or terminate access to any Interactive Feature immediately if you breach these Terms of Use, our policies, or if your use poses an immediate safety or legal risk.

2. Subscription Terms

2.1. Subscription Autorenewal and Billing. Your Netflix subscription will continue and automatically renew until terminated. To purchase a subscription, you will need to add one or more Payment Methods to your account. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through your account with a third party. You must cancel your subscription before it renews in order to avoid billing of the subscription fees for the next billing cycle to your Payment Method (see "Cancellation" below). The subscription fee and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged to your Payment Method on the specific payment date indicated on the "Account" page. The length of your billing cycle will depend on the type of subscription plan that you choose when you signed up for the service. Subscription fees are fully earned upon payment.

In some cases your payment date may change, for example if your Payment Method has not successfully settled, when you change your subscription plan or if your paid subscription began on a day not contained in a given month. You can see your next payment date on the "Account" page. We may authorize your Payment Method to verify it and to cover upcoming charges through various methods, including a pre-authorization of up to one month of service as soon as you register for a subscription. If you signed up for Netflix using your account with a third party as a Payment Method, you can find the billing information about your Netflix subscription by visiting your account with the applicable third party.

2.2. Payment Methods. You authorize us to charge any Payment Method associated with your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your subscription, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details.

2.3. Updating your Payment Methods. You can update your Payment Methods through the "Account" page. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorize us to continue to charge the applicable Payment Method(s).

2.4. Subscription Plans With or Without Advertisements. We may offer a number of subscription plans, including plans with or without advertisements. Our ad-free subscription plans are designed to provide an experience without commercial interruptions. However, there may be some occasions when you may see advertisements — for example, during certain live or special events (including replays), as part of linear programming, or where required by streaming rights or other legal or contractual obligations. In addition, all subscription plans may contain limited commercial content, such as branded content or sponsorship messaging, promotions for Netflix content or information about other Netflix products or services.

2.5. Subscriptions Obtained Through Third Parties. Some subscriptions 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. In addition, some of these subscription plans may have differing conditions and limitations, which will be disclosed prior to your sign-up or in other communications made available to you.

2.6. Cancellation. You can cancel your Netflix subscription at any time. To cancel, go to the "Account" page and follow the cancellation instructions. The cancellation will take effect at the end of the billing period. You can see when your subscription will end on the "Account" page. If you signed up for Netflix using your account with a third party as a Payment Method and wish

to cancel your Netflix subscription you may need to do so through that third party, for example by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from the Netflix service through that third party.

2.7. Changes to the Price and Subscription Plans . We may change our subscription plans and the price of our service from time to time. We will notify you at least one month before any price changes or changes to your subscription plan will become effective. If you do not wish to accept the price change or change to your subscription plan, you can cancel your subscription before the change takes effect.

2.8. No Refunds . Payments are nonrefundable and there are no refunds or credits for partially used subscription periods. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. 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.

3. Extra Members

3.1. Creation of an Extra Member Account . Where permitted by the Account Owner's subscription plan, the Account Owner may purchase an Extra Member account, authorising a person outside of the Account Owner's household (the "Extra Member") to access the Netflix service under the Account Owner's subscription and subject to these Terms of Use. The subscription fees related to the Extra Member account will be charged to the Account Owner's Payment Method. Extra Members may activate their Extra Member account only in the country where the Account Owner created their account.

3.2. Cancellation or Changing Beneficiary of the Extra Member Account . An Extra Member may cancel their account at any time; cancellation by the Extra Member will result in the Extra Member's immediate loss of access to the Netflix service. The Account Owner may also, in their sole discretion and at any time, remove the Extra Member feature from their subscription or change its beneficiary. If the Account Owner removes the Extra Member feature from their subscription, the Extra Member will retain access to the Netflix service until the end of the Account Owner's billing period. If the Account Owner changes the beneficiary of the Extra Member account, the previous beneficiary's access to the Netflix service will end immediately. An Extra Member who wishes to continue using the service, can upgrade their Extra Member account to a subscription via the "Account" page.

4. **Account Access** . You are responsible for any activity that occurs through the Netflix account. All persons to whom you give access to your account, whether or not such sharing of access is permitted by these Terms of Use, are bound by these Terms of Use, including the requirement to arbitrate disputes. By allowing others to access the account (which includes

access to information on viewing activity for the account), you also agree that such individuals are acting on your behalf and that you are bound by any changes that they may make to the account, including changes to subscription plans. To help maintain control over the account and prevent any unauthorized users from accessing the account, you should maintain control over the devices that are used to access the service and not reveal the login credentials or details of the Payment Method associated with the account to anyone. You agree to provide and maintain accurate information relating to your account, including valid contact information so we can send you account related notices. We can terminate your account or place your account on hold in order to protect you, Netflix or our partners from identity theft or other fraudulent activity. Netflix is not obligated to credit or discount a subscription for holds placed on the account by either a representative of Netflix or by the automated processes of Netflix. If your Netflix supported device is sold, lost or stolen, please deactivate the Netflix supported 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, follow instructions on the "Account" page.

5. Disclaimers of Warranties and Limitations on Liability

5.1. THE NETFLIX SERVICE 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. NETFLIX DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE NETFLIX SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. NETFLIX SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS, NETFLIX SUPPORTED DEVICES, AND NETFLIX SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH OUR SERVICE).

5.2. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL NETFLIX, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER.

5.3. YOU MAY ENCOUNTER THIRD PARTY ADVERTISEMENTS OR OTHER COMMERCIAL CONTENT ON THE NETFLIX SERVICE. NETFLIX DOES NOT ENDORSE OR SPONSOR ANY ADVERTISED PRODUCTS OR SERVICES AND TAKES NO RESPONSIBILITY FOR THE PRODUCTS OR SERVICES PROVIDED BY ADVERTISERS. ANY INTERACTIONS WITH ADVERTISERS, INCLUDING THROUGH ENGAGEMENT WITH INTERACTIVE ADVERTISEMENTS, ARE AT YOUR OWN OPTION AND RISK AND YOU AGREE THAT NETFLIX IS NOT LIABLE FOR ANY DAMAGES THAT YOU MAY INCUR AS A RESULT OF SUCH INTERACTIONS.

5.4. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

6. Class Action Waiver, Jury Trial Waiver, and Waiver of Public Injunctive Relief

6.1. Class, Consolidated, and Representative Action Waiver. To the maximum extent permitted by applicable law, for any disputes between you and Netflix that are not subject to the requirement to arbitrate explained below, you and Netflix expressly agree to pursue those non-arbitrable disputes on an individual basis only. This means that you and Netflix will not seek to bring, join, or participate in any class, consolidated, or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity (like private attorney general actions). It also means that you and Netflix agree not to consolidate or combine individual proceedings or permit another to do so without the other's permission. The sole exception to this is that Netflix may elect to resolve otherwise arbitrable claims in court on a class, collective, or representative basis, in which case—as explained in the Arbitration Agreement in Section 8 below—you will not be able to pursue those claims in arbitration if you opt out of the settlement class.

6.2. Public Injunctive Relief Waiver. To the fullest extent permitted by applicable law (including taking into account federal preemption of state laws), you and Netflix also waive the right to seek public injunctive relief. If a court determines that the right to seek public injunctive relief cannot be waived in a particular matter, and if other aspects of the matter must be arbitrated pursuant to the Arbitration Agreement, then the request for public injunctive relief will be severed from the rest of any claim (including any other relief or remedies associated with that claim) and any other claims at issue in the dispute. The severed request for public injunctive relief will be resolved in court after the arbitration of the remainder of the dispute. Upon the conclusion of arbitration, you and Netflix agree that the court considering the public injunctive relief request must accept findings of fact and conclusions of law rendered by the arbitrator unless the court determines that those findings or conclusions were outside the arbitrator's authority to render.

6.3. Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY CLAIMS THAT PROCEED IN COURT, YOU AND NETFLIX ALSO WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO A TRIAL BY JURY.

6.4. Waiver Enforceability. Any arguments that one or more of the waivers described in this section are void, voidable, unconscionable, or otherwise unenforceable as written must be resolved by a court of competent jurisdiction, not by an arbitrator.

7. Miscellaneous

7.1. 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. These terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your state of residence.

7.2. Unsolicited Materials. Netflix does not accept unsolicited materials or ideas for Netflix content, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to Netflix. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against Netflix and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the material or idea you sent.

7.3. Feedback. 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 our websites and user interfaces, worldwide and in perpetuity without further compensation, acknowledgement or payment to you for any purpose including, developing, manufacturing and marketing products and creating, modifying or improving the Netflix service. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law.

7.4. Customer Support. To find more information about our service and its features, or if you need assistance with your account, please visit the Netflix Help Center, which is accessible through netflix.com. In certain instances, Customer Service may best be able to assist you by using a remote access support tool through which we have full access to your computer. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will assist you through other means. In the event of any conflict between these Terms of Use and information provided by Customer Service or other portions of our websites, these Terms of Use will control.

7.5. Survival. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

7.6. Changes to these Terms and Assignment. We may, from time to time, change these Terms of Use. Such revisions shall be effective immediately; provided however, for existing members, material revisions shall, unless otherwise stated, be effective one month following notice to you. We may assign our agreement with you to any affiliated company or to any entity that succeeds to all or substantially all of our business or assets related to the applicable Netflix service.

7.7. Events Beyond our Reasonable Control. The Netflix service and/or some of the Netflix content may not be available at any time as a result of events beyond our reasonable control, including: (i) power or server outages; (ii) acts or failures of any kind by third parties such as network providers (iii) war, riots, strikes, or social unrest; and/or (iv) any other events or factors beyond our reasonable control. While we will make reasonable efforts to notify you in advance, we will not be held liable should such events occur.

7.8. Electronic Communication. We will send you information relating to your account (e.g. payment authorizations, invoices, changes in contact details or Payment Method, confirmation messages, notices) in electronic form only. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing .

8. Arbitration Agreement

THIS SECTION OF THE TERMS OF USE IS REFERRED TO AS THE “ARBITRATION AGREEMENT.” PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT AGAINST NETFLIX IN COURT AND TO PARTICIPATE IN CLASS ACTIONS. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND DISCOVERY PROCEDURES AND APPELLATE RIGHTS ARE MORE LIMITED IN ARBITRATION THAN IN COURT. YOU HAVE A TIME-LIMITED RIGHT TO OPT OUT OF THIS REQUIREMENT TO ARBITRATE DISPUTES, AS EXPLAINED BELOW.

If disagreements between us arise, Netflix seeks to resolve those disagreements amicably and fairly. Accordingly, our dispute resolution process encourages us to work together to reconcile any disagreements. This includes an informal dispute resolution process and, if we don't reach acceptable solutions through informal means, going to arbitration. Please read this Arbitration Agreement for more information.

(a) Scope of Arbitration Agreement. This agreement to arbitrate applies to any “Dispute” between you and Netflix, excluding those exceptions listed below. “Dispute” means any dispute, claim, or controversy, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, for which either you or Netflix seeks legal recourse, including disputes regarding the validity, enforceability, or scope of this agreement to arbitrate or any portion of it. In Disputes involving minors, Disputes asserted both by the minor(s) and/or by the minor's or minors' parent(s) or guardian(s) are subject to this Arbitration Agreement, and the use of “you” in this section means both the adult(s) and the minor(s). This Arbitration Agreement, and disputes arising under it, are governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. § 1, et seq. , and federal arbitration law. The term “Dispute” will be construed as broadly as the FAA and other applicable law allows.

The exceptions to this mandatory arbitration requirement are (i) claims that can be brought as individual actions in small-claims court; (ii) pursuit of enforcement actions through a government agency if applicable law allows it; (iii) an action to compel or uphold any prior arbitration decision; (iv) your or Netflix's right to seek injunctive relief in a court of law to preserve the status quo while an arbitration proceeds; (v) claims of intellectual property infringement (including claims of piracy or the unauthorized acquisition of a third party's Netflix account); (vi) claims regarding transactions or proposed transactions between Netflix and third parties that would result in a corporate merger or Netflix's purchase or sale of assets or intellectual property; (vii) claims that are the subject of a proposed class or collective action settlement in any court from which you have opted out of the settlement class; (viii) the enforceability of the requirement that arbitrations must be conducted on an individual rather than a class basis; and (ix) certain roles expressly specified for courts elsewhere in this Arbitration Agreement or in these Terms.

This Arbitration Agreement applies only to Disputes and does not prevent you or Netflix from taking unilateral actions that they are entitled to take under these Terms of Use or any other applicable law. This means, for example, that you can terminate your Netflix account without following this process for resolving Disputes. Likewise, Netflix may suspend or terminate an account (for example, because it detected a violation of these Terms of Use), in its sole discretion, without following this dispute resolution process, but you may use the dispute resolution process to seek a reversal of the decision if you disagree with it.

For any Dispute between you and Netflix in which some portions of the Dispute are subject to arbitration and some are not, the portion of the dispute that is subject to arbitration must be arbitrated first, and you and Netflix agree to ask the court to stay the portion of the dispute that is to proceed in court pending the conclusion of the arbitration.

(b) Informal Resolution. If you and Netflix have a Dispute, we will attempt to resolve the Dispute informally before an arbitration is filed. You or Netflix must begin the process by sending the other a “ Notice of Dispute,” the contents of which are described below. After that, you and Netflix agree to make a good-faith effort to negotiate the resolution of any Dispute for at least 30 days from the date a compliant Notice of Dispute is received. This process is called “ Informal Resolution.”

You must send any Notice of Dispute to InformalResolution@netflix.com. If Netflix has a Dispute against you, it will send the notice to the contact information you have provided to Netflix. The Notice of Dispute sent by you or Netflix must include the sender’s name, address, and other contact information, the contact information associated with your Netflix account, a comprehensive description of the Dispute, and what resolution to the Dispute is being sought.

You may engage counsel to represent you during Informal Resolution, but you agree to participate personally in settlement discussions if Netflix requests that you do so.

The Notice of Dispute requirement is designed to allow Netflix (or you, if Netflix has asserted a Dispute against you) to make a fair, fact-based offer of settlement if Netflix (or you) chooses to do so. You and Netflix cannot proceed to arbitration unless all information required in a Notice of Dispute is provided, you have participated in good faith in the Informal Resolution process, and the Informal Resolution period has expired. If you or Netflix proceed to arbitration without having provided a compliant Notice of Dispute, and without having engaged in Informal Resolution, the sufficiency of a Notice of Dispute and/or the parties’ compliance with the Informal Resolution requirement are issues to be decided by a court, not an arbitrator. If you and Netflix disagree about whether a Notice of Dispute complied with this subsection, that particular dispute over compliance will be resolved by a court, not an arbitrator, notwithstanding the provision otherwise delegating to the arbitrator all disputes over the validity, enforceability, or scope of this Arbitration Agreement. A court of competent jurisdiction may enjoin the filing of an arbitration demand that has not been preceded by a compliant Notice of Dispute and the completion of Informal Resolution, and that court may order the party that filed an arbitration demand without meeting these requirements to reimburse the other party for any arbitration fees and costs incurred prior to the injunction.

All applicable statutes of limitation are deemed to be tolled beginning on the date a compliant Notice of Dispute is sent.

(c) Small Claims Court. You and Netflix agree that, notwithstanding the obligation to arbitrate Disputes, Disputes that qualify for small-claims court in the county where you live may be brought as individual actions in such small-claims courts. Netflix hopes you will try Informal Resolution first, and you must do so before commencing an arbitration, but you do not have to complete the Informal Resolution process before going to small-claims court.

(d) Arbitration Rules and Forum. THE ARBITRATION PROCEEDINGS IN THIS SECTION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY. Under no circumstances does Netflix consent to have any Disputes arbitrated using class action procedures, even if the arbitration provider has rules permitting class arbitrations.

You and Netflix agree that Disputes will be settled by **Binding, Individual, Confidential Arbitration** conducted by JAMS, according to the FAA, federal arbitration law, the JAMS Streamlined Arbitration Rules and Procedures, and, if applicable, the JAMS Mass Arbitration Procedures and Guidelines (together, the “JAMS Rules”), available at <https://www.jamsadr.com/adr-rules-procedures>, as modified by the terms of this Arbitration

Agreement. The arbitrator will apply this Arbitration Agreement and all other applicable contractual terms as a court would and will adjudicate any Disputes according to applicable law and fact, based only upon the record before the arbitrator.

If JAMS is not available or willing to arbitrate, you and Netflix will mutually select an alternative arbitral forum. If you and Netflix cannot agree on an alternative arbitral forum, either party may invoke 9 U.S.C. § 5 to request that a court of competent jurisdiction appoint an arbitrator. If there is a dispute over which arbitration provider will administer the arbitration, only a court (and not an arbitrator or arbitration administrator) can resolve that dispute, and the arbitration will be stayed until the court resolves that dispute.

“ Arbitration ” means that any Dispute between you and Netflix will be resolved by a neutral arbitrator in arbitration instead of in a court by a judge or jury.

“ Individual ” means that the arbitrator may award the same remedies to you or Netflix as a court could, but only to satisfy your or Netflix’s individual claims. To the fullest extent allowed by applicable law, the arbitrator may not award money or other relief for the benefit of any person other than you or Netflix as part of the resolution of any Dispute.

“ Binding ” means that both you and Netflix will have to live with the arbitrator’s decision, except to the limited extent that appeals to a court are permitted under the FAA. As limited by the FAA, this Arbitration Agreement, and the rules applicable to the arbitration, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms, but (as provided above) only to the extent necessary to provide relief to a party in arbitration warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction. If the arbitrator awards injunctive relief that affects, benefits, or potentially would affect or benefit any person other than the claimant, the party against which injunctive relief is ordered may seek review and reconsideration of that award of injunctive relief in any court having jurisdiction. During such review, the court may consider, but will not be bound by, the arbitrator’s findings of fact or conclusions of law.

“ Confidential ” means that you and Netflix agree that all of the arbitration proceedings, including any discovery, hearings, and rulings, will be confidential to the fullest extent permitted by applicable law.

You or Netflix may initiate arbitration of any Dispute not resolved by Informal Resolution by filing a Demand for Arbitration with JAMS in accordance with the JAMS Rules. Instructions for filing a demand are available at <https://www.jamsadr.com/submit>. The Demand for arbitration you file with JAMS must include (1) the name, telephone number, mailing address, and email address of the party seeking arbitration; (2) a statement of the legal claims being asserted and the factual bases for those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars (any request for injunctive relief or attorneys’ fees will not count toward the calculation of the amount in controversy unless such injunctive relief seeks the payment of money); and (4) the signature of the party seeking arbitration. You must send any Demand for arbitration to Netflix at: Netflix, Inc., Attention: Litigation Department, 5808 West Sunset Boulevard, Los Angeles, California 90028. Netflix will send any Demand for arbitration to the contact information that Netflix has on file for you.

(e) Arbitration Procedure and Forum. The arbitration will be conducted by a single arbitrator appointed according to the JAMS Rules. JAMS will propose arbitrator candidates who have experience resolving disputes of the type asserted in the arbitration demand. The arbitrator will be bound by the JAMS Rules and by the terms of this Arbitration Agreement. You and Netflix agree that the arbitration will be conducted in the English language, all documents must be submitted to the arbitrator in English, and—unless the arbitrator orders otherwise for reasons of financial hardship—any translation services you request will be at your expense.

For Disputes in which the claimant seeks less than \$10,000 United States Dollars, the arbitrator will decide the matter solely on the basis of written submissions, without a formal hearing, unless the arbitrator decides that a formal hearing is necessary. For matters in which the claimant seeks \$10,000 United States Dollars or more, or smaller matters in which the arbitrator determines a hearing to be necessary, hearings will be conducted by video or telephone, unless the arbitrator determines that an in-person hearing is necessary. If an in-person hearing is required, and you reside in the United States, the hearing will take place in Los Angeles County, California unless the arbitrator determines that this would pose a financial hardship for the claimant, in which case the in-person hearing may be conducted in the claimant's state and county of residence. If you reside outside the United States, the site of any in-person hearing will be determined by the JAMS Rules.

The arbitrator may issue orders (including subpoenas to third parties, to the extent permitted by law) allowing you and Netflix to conduct discovery sufficient to allow each party to prepare their claims and/or defenses, taking into consideration both the amount in controversy and the principle that arbitration is designed to be a speedy and efficient method for resolving disputes. For example, you and Netflix agree that the Apex Doctrine applies and therefore precludes depositions of either party's current or former high-level officers absent a showing that the officer has unique, personal knowledge of discoverable information and less burdensome discovery methods have been exhausted. The arbitrator has the authority to grant motions dispositive of all or part of any claim or Dispute and is encouraged to resolve matters as efficiently as possible under the circumstances of the Dispute.

Unless you and Netflix agree otherwise, the arbitrator's decision or award will include a written statement stating the decision of each claim and the basis for the award, including the arbitrator's essential factual and legal findings and conclusions.

To the fullest extent allowed by applicable law, the arbitrator may award only legal or equitable remedies that are Individual to you or Netflix to satisfy one of our individual claims that the arbitrator determines are supported by credible relevant evidence.

An arbitration award, and any judgment confirming it, applies only to that specific case; it cannot be used or offered as precedent in any other case except to enforce the award itself. For the sake of clarification only, rulings in arbitrations involving Netflix and other persons have no preclusive effect in any arbitration between you and Netflix, and the arbitrator will not give binding effect, as against either you or Netflix, to any decision or award rendered in any other arbitration proceeding involving a different party.

Any decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial confirmation of any award and an order of enforcement.

If the arbitration yields a monetary award that exceeds \$1,000,000 United States Dollars, or a monetary award plus injunctive relief that the losing party demonstrates will cost more than \$1,000,000 United States Dollars to implement, or if the arbitration demand included a request for such relief exceeding \$1,000,000 United States Dollars that the arbitrator declines to award, either party has the right to appeal the award to an arbitration appellate panel. The notice of appeal must be served in writing on the opposing party within 14 days after the award becomes final. JAMS will administer the appeal consistent with the JAMS Arbitration Appeal Procedures.

(f) Consumer Arbitration Fees. The terms of this section only apply to you if you are a Consumer, as the JAMS Rules and/or applicable law define that term. Otherwise, the payment of arbitration costs will be determined exclusively by the JAMS Rules.

If you, as a Consumer, start an arbitration against Netflix, you will pay the filing fee set by JAMS for consumer arbitrations. If you are seeking less than \$5,000 United States Dollars in total in your Dispute, and if you demonstrate to JAMS that paying the filing fee would be a financial hardship for you, Netflix will pay whatever portion of your filing fee that JAMS determines you lack the ability to pay. If you and other claimants asserting the same Dispute are represented by common counsel, the amounts you and those other claimants are seeking will be aggregated for purposes of applying this paragraph, and each claimant will be responsible for their own filing fee. If Netflix starts an arbitration against you, Netflix will pay all filing fees. If you choose to be represented by an attorney in arbitration, you will pay your own attorneys' fees and costs unless you prevail in the Dispute and applicable law allows you, as a prevailing party, to seek reimbursement of attorneys' fees.

(g) Requirement of Good Faith. Any finding by the arbitrator that a claim, counterclaim, defense, or argument violates the standards set forth in Federal Rule of Civil Procedure 11 will allow the other party to seek to recover their reasonable attorneys' fees, costs, and expenses associated with defending against the claim, counterclaim, defense, or argument.

(h) Time Limit for Commencing Disputes. To the fullest extent permitted by applicable law, you or Netflix must send a Notice of Dispute within two years from when the Dispute first arose. If applicable law requires you or Netflix to bring a claim for a Dispute sooner than two years after the Dispute first arose, that shorter deadline applies instead. The failure to provide a Notice of Dispute within the time frames described in this section will bar the Dispute, which means that you and Netflix will no longer have the right to assert the Dispute in any forum.

(i) Coordinated Filings. If 25 or more Disputes are initiated with JAMS that raise similar claims, and counsel for the claimants are the same or coordinated, these will be considered "Coordinated Cases." Netflix will pay only its share of arbitration fees for Coordinated Cases; the claimants will be responsible for their share of those fees as set by the JAMS Rules. Applicable statutes of limitations will be tolled for all claimants who have provided compliant Notices of Dispute to Netflix, but demands for arbitration in Coordinated Cases will only be filed with JAMS as permitted by the bellwether process set forth below. You and Netflix agree that Netflix is not required to pay any fees associated with cases that this Arbitration Agreement does not allow to be filed.

Once all compliant Notices of Dispute have been provided to Netflix for Coordinated Cases, counsel for claimants and counsel for Netflix will confer in good faith regarding the number of cases that should proceed to bellwether arbitrations that will allow each side to test the merits of its arguments, before the remainder of claims may be filed with the arbitration

provider. Any number chosen for bellwether arbitrations must be an even number so as to allow each side to designate half of the cases selected. If counsel for claimants and for Netflix do not agree on the number of bellwethers, the number will be chosen by JAMS as an administrative matter (or, in JAMS' discretion, by a process arbitrator). Factors that JAMS may consider in deciding how many bellwether arbitrations should proceed include the complexity of the dispute and differences in facts or applicable laws among various claims. Once the number of bellwethers is decided, by agreement or by JAMS, each side will select half that number from among the claimants who have provided compliant Notices of Dispute, and only those chosen claims may be filed with JAMS and proceed through the arbitration process. You agree that, if your case is among Coordinated Cases of which Netflix has been notified, but not chosen as a bellwether, resolution of your personal claim might be delayed by this bellwether process. Nothing in this paragraph will be construed to delay the resolution of uncoordinated Disputes based on similar claims to Coordinated Cases filed against Netflix.

A single arbitrator will preside over each Coordinated Case chosen for a bellwether proceeding, and only one Coordinated Case may be assigned to each arbitrator as part of a bellwether process, unless the parties agree otherwise.

Once all bellwether trials have concluded (or sooner, if Netflix and counsel for the claimants in Coordinated Cases agree), the parties must make a good-faith effort to resolve all remaining Disputes that were not chosen for a bellwether proceeding by engaging in a single mediation of all remaining Disputes. Each side will pay half of the applicable mediation fees. Netflix and counsel for claimants in Coordinated Cases must agree on a mediator within 30 days after the conclusion of the last bellwether trial. If Netflix and counsel for claimants in Coordinated Cases cannot agree on a mediator within 30 days, JAMS will appoint a mediator as an administrative matter. Netflix and counsel for claimants in Coordinated Cases will cooperate for the purpose of ensuring that the mediation is scheduled as quickly as practicable after the mediator is appointed.

If the mediation does not yield a global resolution to the Coordinated Cases, then claimants in Coordinated Cases who provided compliant Notices of Dispute but whose Disputes were not resolved in bellwether proceedings will no longer have the right to arbitrate their Disputes. Instead, outstanding claims from such cases may be filed only in the state courts in Los Angeles County, California or, if federal jurisdiction exists, in the United States District Court for the Central District of California, and you consent as part of these Terms to venue for such cases exclusively in these courts. Nothing in this paragraph will be construed as prohibiting either you or Netflix from removing a case from state to federal court if removal is allowed under applicable law. To the extent you are asserting the same claims as other persons and are represented by common or coordinated counsel, you agree to waive any objection that the joinder of all such persons to the same case is impracticable. If a formerly arbitrable Dispute is brought in court, claimants may seek class treatment (as the sole exception to the class action waiver provision stated above) but, to the fullest extent allowed by applicable law, the putative classes may comprise only the claimants in Coordinated Cases who provided compliant Notices of Dispute, and Netflix reserves the right to contest class certification at any stage of the litigation and on any available basis.

A court, not an arbitrator, has the authority to enforce this bellwether process and may enjoin the filing of lawsuits or arbitration demands not made in compliance with it.

(j) Your 30-Day Right to Opt Out. You have the right to opt out of, and not to be bound by, this Arbitration Agreement (but you may not opt out of the separate class action waiver). To opt out, you must notify Netflix in writing no later than 30 days after first becoming

subject to this Arbitration Agreement, unless a longer period is required by applicable law. Your opt-out notice must include your name and address, the contact information associated with your Netflix account (if you have one), and a clear statement that you want to opt out of this Arbitration Agreement. You must send your opt-out notice to Opt-Out@netflix.com. Any attempt to opt out by any method other than the one listed above will be ineffective. You, rather than an agent or representative, must send your own opt-out notice. The opt-out notice may opt out, at most, only you, and any opt-out notice that purports to opt out multiple users will not be effective as to any of the users. No users (or their agents or representatives) may effectuate an opt-out on behalf of other users. If you opt out of this Arbitration Agreement, all other parts of the Terms of Use will continue to apply to you. If you opt out of this Arbitration Agreement, your opt-out also applies to all previous versions of this Arbitration Agreement, and to subsequent versions. If you opt out, Netflix will not be bound by this Arbitration Agreement with respect to Disputes it has with you. Even if you opt out, you may elect voluntarily to pursue Disputes in arbitration, but you must follow all terms of this Arbitration Agreement if you do so. IF YOU DO NOT OPT OUT FOLLOWING THE INSTRUCTIONS IN THIS PARAGRAPH, YOU WILL BE BOUND TO ARBITRATE DISPUTES IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT.

Once the 30-day period to opt out expires, you may only opt out of future material changes to the Arbitration Agreement by sending written notice within 30 days after Netflix provides notice of those changes, unless a longer period is required by law. You will remain bound by the Arbitration Agreement that you previously accepted.

We hope and strongly encourage that, in the interest of resolving Disputes amicably and fairly, you will use the Informal Resolution process to resolve Disputes even if you opt out of the Arbitration Agreement.

(k) Survival. This Arbitration Agreement will survive any termination of your relationship with Netflix until the expiration of all applicable statutes of limitations.

(l) Modification. Although Netflix may revise this Arbitration Agreement in its discretion (as it may modify any of these Terms of Use), Netflix does not have the right to alter this agreement, or the arbitration rules specified herein, with respect to any Dispute once that Dispute arises if such change would make arbitration procedures materially less favorable to the claimant. The question of whether a change is materially less favorable to the claimant will be decided by JAMS as a process matter.

(m) Entire Agreement; Severability. This Arbitration Agreement is the full and complete agreement relating to the formal resolution of Disputes. If any provision of this Arbitration Agreement is found invalid, unenforceable, or illegal, then you and Netflix agree that the provision will be severed, and the rest of these terms will remain in effect and be construed as if any severed provision had not been included. The sole exception is that, if the prohibition on class arbitrations is found invalid, unenforceable, or illegal, you and Netflix agree that this entire agreement to arbitrate (but not the separate class action waiver) will be void and unenforceable and any dispute will be resolved in court subject to the venue and choice of law clauses specified herein.

Last Updated: April 10, 2026