

Fish TV Subscription Terms and Conditions

These terms and conditions ("Subscription Terms and Conditions") shall apply to Your use of any of the Subscription Areas.

By subscribing to and using any of the Subscription Areas You agree to be bound by the Subscription Terms and Conditions which shall form a legal agreement between Webrom TV and You the Subscriber. If you do not agree to be bound by the Subscription Terms and Conditions, You may not subscribe to and use the Subscription Areas.

1. Definitions

"Monthly Subscription" means where You are to pay to Webrom TV a monthly Subscription Fee in advance until such time as You cancel such Subscription Contract or We terminate the same in accordance with clauses 4 or 5.

"Subscribers" means those persons who from time to time subscribe, and continue to subscribe, to the Subscription Areas.

"Subscription Areas" means the subscription sections of Fish TV.

"Subscription Contract" means the contract formed between Us and You on the date upon which You subscribe for a Subscription Package and as set out in these Subscription Terms and Conditions.

"Subscription Fee" means the fee to be paid by You for the Subscription Package as set out on the Subscription page and as varied from time to time in accordance with clause 3.

"Subscription page" means the page accessed when You click to subscribe to the Subscription Areas.

"Subscription Terms and Conditions" means these terms and conditions of use of the Subscription Areas.

"Video Content" means the video which may be viewed by You via the Subscription Areas as part of Your Subscription Package.

"Fish TV" means the minisite containing the video footage of Fish which is on the Website located at <http://fish.webromtv.com>

"We/Us" means Webrom TV Limited.

"Website" means a site on the Worldwide Web.

"Website Terms and Conditions" means the terms and conditions applicable to the whole of the Fish TV website.

"You/Your" means You, the Subscriber.

2. Acceptable Use of Fish TV

You shall only be authorised to access the Subscription Areas for which You have paid the appropriate Subscription Fee.

You are not permitted to send any content from the Subscription Areas to other users. You acknowledge that the Video Content is owned by or licensed to Us and Your rights to such content shall be limited to the viewing or downloading of files for private use in accordance with the Subscription Package You have paid for.

When accessing and using the Subscription Areas You shall comply with all applicable laws and regulations in the country from which You access the Subscription Areas.

You are responsible for keeping Your subscription password secure and confidential.

You shall be responsible for installing the necessary PC software in order to view the Video Content. We shall have no responsibility for the operation of or inadequacies of Your hardware or software that may hinder, slow or restrict reception to the Subscription content.

The maximum aggregate liability of Us to You shall be limited to that proportion of the Subscription Package paid for but not received by You.

3. Payment

The Subscription Fee payable by You is set out in the Subscription Packages. You shall pay the Subscription Fee for the Subscription Package You indicate You wish to receive at the time of subscription. The Subscription Fee shall be payable in advance and will be processed by Us against Your PayPal account provided to Us.

All payments shall be collected by Us in advance and shall not be repayable save in accordance with clause 5.

Where You have commenced a Monthly Subscription We shall collect the monthly subscription fee from Your PayPal account on the day of You subscribe and then automatically charge this amount against Your PayPal account on the same date each month after the date of Your Subscription until You cancel Your Subscription in accordance with paragraph 4 below. If you have a recurring payment scheduled for a day that does not occur in a given month (e.g.the 30th does not occur in February), the payment will be made on the 1st day of the following month. Thereafter, the payment will occur on the 1st of each month.

We reserve the right to vary the Subscription Fee for each Subscription Package from time to time. Any increases in the Subscription Fee will be notified to You by e-mail and on Fish TV Online at least 30 days prior to such price increases taking effect. If You do not cancel Your Subscription Contract prior to the price increase becoming effective We shall continue to collect the increased payments from You commencing with the next payment due under the Subscription Package.

4. Cancellation of Your Subscription Contract

Should You wish to cancel Your Subscription Contract You must locate the subscription details from within Your PayPal account, click the Cancel Subscription option and follow the onscreen instructions. Note that it may take up to one hour to cancel your subscription.

When You cancel Your Monthly Subscription You will no longer be able to view Fish TV subscription content without re-subscribing to the service.

5. Suspension and Termination

5.1 We shall be entitled to suspend or terminate Your access to any of the Subscription Areas at any time without notice should You be in breach of these Subscription Terms and Conditions or the Website Terms and Conditions or should the Subscription Fee remain outstanding.

5.2 Without prejudice to our rights to suspend or terminate under clause 5.1 We may, at our own discretion, terminate Your Subscription Contract upon giving You one month's notice by e-mail.

'Fish TV' - Terms and Conditions of Use

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE.

By entering this website, and/or any subsite accessible on this site you ('the user') accept, without limitation or qualification, the Terms and Conditions of Use set forth below and any additional terms and conditions of use set forth in any subsite or in connection with any promotion or service contained within such sites. If you do not accept these Terms and Conditions of Use, you should exit the website.

1. OWNERSHIP

This website is the official web television site of Fish (the "Artist") which is operated and managed by Webrom TV Limited. This website and its design, text, graphics, music, lyrics, video the selection and arrangement thereof, is Copyright © of the Artist although certain third party copyright materials will be included on the website from time to time.

Other proprietary trade marks and trade names may be featured on this website from time to time. Third party images, trademarks and brands may not be reproduced or appropriated in any manner without the written permission of their respective owners.

2. AMENDING THE TERMS AND CONDITIONS OF USE

The Artist or Webrom TV Limited may add to, change or remove any part of these Terms and Conditions of Use at any time, without notice. Any changes to these Terms and Conditions of Use or any terms shown on this website or any subsite hereof, apply as soon as they are shown. By continuing to use this website after any changes are posted, you are indicating your acceptance of those changes. The Artist or Webrom TV Limited may add, change, discontinue, remove or suspend any other content displayed on this website, including features and specifications of products and services described or depicted on the website, temporarily or permanently, at any time, without notice and without liability.

3. LIMITED LICENCE; RESTRICTIONS

You are granted a limited licence to stream the materials contained on this website solely for personal, non-commercial use, and provided all copyright, trade mark and other proprietary notices are left intact. Use of the materials contained on this website on any other Internet site is strictly prohibited. The grant of this limited licence is conditional upon your agreement to and compliance with all these Terms and Conditions of Use. Any other use of any of the materials on this website including reproduction (for any purposes other than those noted above), modification, distribution, or republication, without the prior written permission of the Artist is strictly prohibited, and is a violation of the Artist's proprietary rights.

4. PRIVACY POLICY

You must read our Privacy Policy, which forms a part of these Terms and Conditions of Use and sets out the way in which your personal data is handled.

5. INDEMNITY

You agree to indemnify, defend and hold the Artist and Webrom TV Limited, its directors, employees, information providers, licensors and licensees, officers and partners, (collectively, "Indemnified Parties") harmless from and against any and all liability and costs (including, without limitation, legal fees and costs), incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms and Conditions of Use.

6. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER THE ARTIST NOR WEBROM TV LIMITED NOR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES, AFFILIATES OR OTHER REPRESENTATIVES WILL BE LIABLE FOR LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE MATERIALS IN AND/OR FACILITIES OR SERVICES OFFERED THROUGH THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES, LOSS OF DATA, INCOME, PROFIT OR OPPORTUNITY, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES, EVEN IF THE ARTIST AND/OR WEBROM TV LIMITED HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR SUCH LOSS OR DAMAGES WERE REASONABLY FORESEEABLE. IF THIS CLAUSE IS UNENFORCEABLE IN WHOLE OR IN PART IN ANY JURISDICTION DUE TO RELEVANT LAWS, THEN IN NO EVENT SHALL EITHER THE ARTIST'S OR WEBROM TV'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS WEBSITE.

7. SUSPENSION OF SERVICE

Without prejudice to the foregoing, the Artist or Webrom TV Limited may suspend or discontinue the website and/or any subsite or your access to the website and/or any subsite at any time with or without cause and with or without notice.

Further, by using this website and any subsite, you acknowledge and agree that the Internet uses elements and relies upon services, input and facilities which are not within the control of the Artist nor Webrom TV Limited and if they is totally or partially prevented or delayed in the performance of any of its obligations in providing a particular service, such a situation will constitute a 'force majeure' and the Artist and Webrom TV Limited shall be excused the performance for so long as such a situation endures.

8. GOVERNING LAW

These Terms and Conditions of Use shall be governed by and construed in accordance with English law. Any dispute under these terms shall be subject to the exclusive jurisdiction of the English courts and, by using this website, you hereby submit to the jurisdiction of such courts for such purposes and waive any and all objections to jurisdiction or venue in such courts.

Those who choose to access this website do so at their own risk and on their own initiative and are responsible for compliance with local laws, to the extent any local laws are applicable.

Fish TV Privacy Policy

About us

Fish TV is managed and hosted by Webrom TV Limited.

Fish takes the privacy of all his fans, customers and website users very seriously and therefore Webrom TV Limited takes great care to protect your information.

This privacy policy explains what information we collect about you, how we may use it, and the steps we take to ensure that it is kept secure. We also explain your rights and how to contact us.

Please note, this website contains links to other websites which are provided for your convenience. We are only responsible for the privacy practices and security of this site. We recommend that you check the privacy and security policies and procedures of each and every other website that you visit.

By using this website and giving your information to us, you indicate your consent to us and our commercial partners collecting and using your personal information in accordance with the terms set out in this policy.

What information do we collect?

In order to provide you with services, we may collect personal information about you from our website, telephone conversations, emails, and written and verbal communications. We may, for example, keep a record of your name, address, delivery address, email address, telephone number and credit card details. We may also record details of any disability or health needs you may have at the time of booking an event or service which will take place at the stadium or any of other premises to help to ensure your safety.

We may supplement the information that you provide with other information that we obtain from our dealings with you or which we receive from other organisations, for example, our commercial partners.

How will we use your information?

All personal information that we obtain about you will be recorded, used, and protected by us in accordance with current data protection legislation and this privacy policy. We will primarily use your personal information to provide our products and services to you and, for example:

- to administer and provide products and services you request
- to communicate with you in the event that any products or services you have requested are unavailable
- for record keeping purposes
- to carry out market research so that we can improve the service we offer
- to track activity on our website
- to create an individual profile for you so that you can understand and respect your preferences.

Cookies

In common with many other website operators, we may use standard technology called 'cookies' on this site. Cookies are small pieces of information that are stored by your browser on your computer's hard drive and they are used to record how you navigate this website on each visit.

Our cookies are used to enable us to develop our website to reflect our fans and customers interests and by noting who has seen which pages and advertisements, how frequently particular pages are visited and determining the most popular areas of our website. We may use cookies to enrich your experience of using the website by allowing us to tailor what you see to what we have learned about your preferences during your visits to the site.

Most browsers automatically accept cookies, but you can usually change your browser to prevent cookies being stored. Please note, if you do turn cookies off this will limit the service that we are able to provide to you and may affect your visitor experience.

For further information on cookies and how to switch them off see www.allaboutcookies.org

Security of information

We take the security of your personal information seriously. When you submit your payment details, PayPal uses (SSL) encryption technology to guard your information. In addition, we have security procedures in place to protect our paper based systems and computerised databases from loss and misuse, and only allow access to them when it is absolutely necessary to do so, and then under strict guidelines as to what use may be made of the personal information contained within them.

Changes to this privacy policy

We aim to meet high standards and our policies and procedures are therefore, constantly under review. From time to time we may change our security and privacy policies. Accordingly we recommend that you check this page periodically in order to review our current policies.

Your rights to access your personal information

You have the right to receive a copy of the personal information that we hold about you. We may charge a small fee towards the cost of administering any request you make.

How to contact us

If you would like any further information or have any comments about our privacy policy or any other aspect of our website or service, please contact our Data Protection Officer by email at fishTV@webromtv.com.