

Terms of Service

Fresh.bm Live Pay Per View Terms & Conditions

These Pay Per View Terms and Conditions (the "Terms") incorporate the Web Site Terms and Conditions, forming a contract between you and Fresh.bm ("F.BM", "Us", "We" or "Our") for the Pay Per View Service. Fresh.bm is a product of Fresh Creations whose registered office is Vision House, Court Street, Hamilton, Bermuda.

The Pay Per View Service

The Pay Per View Service is a web-based service which entitles you to view video content online provided that you pay to Us the required access fee per viewing.

Privacy Statement

Our primary goals in collecting information are to provide and improve our Services, features and content and to enable users to enjoy and easily navigate the Site. We also may use your information in order to better understand how our Services are used. We also use your Personal Information to contact you with F.BM newsletters, marketing or promotional materials and other information that may be of interest to you.

Your Details

In order to use Our Pay Per View Service you must register your details with Us including your name, create an account, e-mail address and you must agree to Our processing of your personal details in accordance with Our Privacy Statement. If you do not agree to Our Privacy Statement you should not subscribe to this service or use the Site. Upon receipt of your details, we will send a confirmatory e-mail to you. You are solely responsible for all use of and for protecting the confidentiality of any email verification and password used by you in connection with this service. You may not share these with any third parties. You must notify Us immediately of any unauthorized use of them or any other breach of security regarding the Site that comes to your attention.

Pay Per View Help

Please ensure that you have read the Pay Per View Support section of the Site, which contains important information about costs, delivery times and general guidance on how to use the Pay Per View Service.

The provisions of the View Help fact sheet form part of these terms and conditions.

Payment

All fees for Pay Per View access set out on the Site are valid at the time of purchase, unless otherwise stated. All prices are inclusive of the event. You authorize Us to debit your nominated credit card to recover all charges and amounts due and owing to Us. Your payment card will be debited the Pay Per View Fee at the time of ordering the Pay Per View service. You confirm that the payment card that is being used is yours and there are sufficient funds or credit facilities to cover the Pay Per View Fee.

Refund Policy

All Sales Are Final.

Cancellation Policy-

100% non-refundable cancellation policy for Video-On Demand or Live Stream purchases, Our Liability to You

We promise that all Pay Per View events will correspond with their relevant description on the Site, that they will be of satisfactory quality and fit for the purpose for which they are purchased. We also promise that any service we provide to you will be provided with a quality production. We exclude all other express or implied terms, conditions, warranties, or representations whatsoever with regard to any webstream event or any information or service provided through the Site or any site embedded with a F.BM player. In the case of death or personal injury due to Our negligence or where we have acted fraudulently, Our total liability to you for any losses suffered by you will be limited to the amount paid by you for the pay per view fee for the event purchased (at our sole discretion). We accept no liability for any indirect or consequential loss or damage, however caused, even if foreseeable. The above limitations on Our liability do not affect your non-excludable statutory rights as a consumer. We exclude all liability to the extent permitted by law, for any costs, losses or damages resulting from or related to your use or attempted use of the F.BM services in any country. Except in respect of a payment obligation, neither party will be liable for any failure to perform any obligation owed to the other due to causes beyond its reasonable control, for example in the case of industrial disputes, Acts of God and technical difficulties.

Your Further Obligations to Us

You agree that you will not use or duplicate the Licensed Content for any commercial or illegal purpose or for any other purpose prohibited by these Terms. You agree to abide by the terms of any copyright notice relating to and contained within the Licensed Content, for example, the prohibition on copying of any of the content or Logos supplying them to third parties. If you breach these Terms your permission to use the Site terminates immediately. We shall not be liable for any loss or damage from the illegal, incorrect or inappropriate use of the Licensed Media Content by you or anyone else whilst they are in your possession.

Waiver and Severance

Any failure, or delay by either party in exercising any right or remedy under these Terms shall not constitute a waiver of that, or any other, right or remedy. If any provision of these Terms is held to be invalid or unenforceable by any court or other competent authority, all other provisions will remain in full force and effect.

Assignment

You agree that We may assign any of Our rights and/or transfer, sub-contract or delegate any of Our obligations under these Terms. These Terms are personal to you and are entered into by you for your own benefit and not for the benefit of any third party.

Variation of these Terms

In the event that We alter these Terms We shall take all reasonable and appropriate steps to notify you of such changes, for example, by prominently displaying the amended version on the Site. If you do not agree to the amended Terms, please do not continue to use this Pay Per View Service.

Entire Agreement

These Terms, together with the Privacy Statement, the Web-Site Terms and Conditions, any order form and payment method instructions, if any, contain the entire agreement between you and Us. You acknowledge and agree that you have not entered into these Terms in reliance on any statement or representation of any person other than as expressly incorporated in these terms and conditions. In the event of any conflict between these Terms and the Web Site Terms and Conditions, these Terms shall prevail to the extent that such conflict relates to your use of this Pay Per View service.

Notices

All notices shall be given to Us via email at support@freshcreations.com or to you at either the e-mail or postal address you provide during any ordering process or by Us publishing relevant information on the Site. Notice will be deemed received either when an email is received in full (or else on the next business day if it is received on a weekend or public holiday in the place of receipt), seven days from the date of posting where any notice is posted to you, or immediately upon publication of any relevant information on the Site.

Governing Law

These Terms are governed by and are to be construed in accordance with the Laws of Bermuda. You agree that the courts of Bermuda shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these Terms.