

## Ring2 CPS Service Terms (UK)

Version UK190106, last updated 24 January 2006

**IMPORTANT: THESE SERVICE TERMS APPLY TO OUR CPS SERVICE. YOU MUST READ THESE SERVICE TERMS TOGETHER WITH OUR STANDARD TERMS. UNLESS OTHERWISE AGREED BY US IN WRITING, YOU WILL BE BOUND BY THESE SERVICE TERMS IN ADDITION TO OUR STANDARD TERMS.**

### 1 Interpretation

- 1.1 In these Service Terms, the definitions below will apply and take priority over the definitions in the Standard Terms in cases of conflict:

‘**Access Operator**’ (or ‘**AO**’) means the network operator providing the direct network connection to you.

‘**All Calls**’ means International Calls, National Calls, local, mobile, specially tariffed, premium rate, personal and paging calls, but does not include Excluded Calls.

‘**Carrier Pre-Selection**’ (or ‘**CPS**’) means the facility to opt for certain defined classes of call to be carried by us, without having to dial a routing prefix or follow any other procedure to invoke such routing.

‘**Excluded Calls**’ means any call not within a usual CPS service, including those dictated by the AO, identified as such by industry practice or set out at [www.ofcom.org.uk](http://www.ofcom.org.uk).

‘**Indirect Access**’ means the facility to opt to buy certain calls from us, by first dialling a routing prefix or following any other procedure notified by us to invoke such routing.

‘**International Calls**’ means as defined by the AO.

‘**National Calls**’ means as defined by the AO.

‘**Service**’ or ‘**CPS Service**’ means our Carrier Pre-Selection or Indirect Access services; and ‘**Service Terms**’ means these terms and conditions.

‘**Standard Terms**’ means our standard terms and conditions that apply to all our Services, identified as the Standard Terms and available at [www.ring2.com](http://www.ring2.com) or on request from us.

‘**Switch-over Date**’ means the date we notify to you, when the Service will commence.

- 1.2 References to clauses in these Service Terms are, unless otherwise stated, references to clauses of these Service Terms. Together with any terms separately negotiated with us, these Service Terms and our Standard Terms form your agreement with us.

### 2 Services

- 2.1 In consideration of your payment of the Charges, and continued compliance with this agreement, we will provide the Service to you.
- 2.2 You must notify us of the date on which you wish the Service to commence and any information we reasonably request to provide the Service to you, including your CLI and postcode (the “CPS Notice”). Although we expect to connect you to the Service within 14 Business Days of receipt of the CPS Notice, you acknowledge that connection depends upon third parties, including the Access Operator. Therefore we cannot guarantee or warrant any particular connection date. We will give you as much notice as reasonably practicable of the Switch-over Date.
- 2.3 You hereby irrevocably authorise us: to give all notices, nominations or other authorisations necessary for us to provide the Service to you; to act on your behalf in any dealing with any carrier or other service provider regarding any matter to enable us to provide the Service to you; and to liaise with the AO (including sharing any communication received from or regarding you) concerning the Service.

### 3 Your Cancellation Rights

- 3.1 Without prejudice to your termination rights under this agreement, you may cancel the Service by giving notice to that effect to us (the ‘**CPS Cancellation Notice**’), provided that we receive the CPS Cancellation Notice at least three clear Business Days before the Switch-over Date. If the Service is commenced with your agreement before receipt of the CPS Cancellation Notice, or we receive the CPS Cancellation Notice later than the date specified above, you cannot cancel the Service and you will remain liable for all Charges relating to the Service. However, your termination rights under this agreement are always available to you.

### 4 Your Acknowledgements & Responsibilities

- 4.1 You acknowledge that: the Service is only available in the UK; we have no obligation to provide the Service to you if the AO suspends or terminates telephony service to you; and that the Service is provided via CPS or Indirect Access, allowing the usual services available using CPS or Indirect Access at any particular time. You are referred to [www.ofcom.org.uk](http://www.ofcom.org.uk) for updated information on the specific services available and not available through CPS and Indirect Access.
- 4.2 You will be liable for all costs, including call-out charges, charged by the AO or any third party as a result of any problem or fault with the Service that does not, or to the extent it does not, relate to us.
- 4.3 You are responsible, at your own cost, for ensuring the interoperability of the Service with any other system you may use or subscribe to (including any monitored alarm systems and any reprogramming required for your private branch exchange); and you will not be liable for any costs or charges regarding such interoperability.