



# CPS Addendum

Jibba  Jabba™



# Terms and Conditions

August 2013

Jibba Jabba Business Services Ltd. is an International Communications company that provides manual and automatic CPS services to Customers and Customers, and the said referenced party wishes to obtain those services from Jibba Jabba Business Services Ltd. in accordance with the terms of this full Agreement and further defined hereafter.

## **ADCPS 1. DEFINITIONS:**

All previous definitions in this agreement are utilised in conjunction with this Addendum in relation to the CPS service, defined herein, unless the context otherwise requires:

**1.1 "Agreement"** refers to the conditions contained herein and with said agreement referenced above along with any applicable application form, AUP and related Terms and conditions.

**1.2 "Access Line"** refers to the telecommunications circuit that the Customer uses to obtain telecommunications services over the public switched telephone network at the Premises as notified by the Customer to Jibba Jabba Business Services Ltd.;

**1.3 "Act"** refers to the Telecommunications Act 1984;

**1.4 "Commencement Date"** means the date when the Customer first receives the live Service.

**1.5 "PPM"** Refers to Pence Per Minute (Sterling)

**1.6 "PPC"** Refers to Pence Per Call (Sterling)

**1.7 "CPS"** Refers to "Carrier Pre Selection" service; the CPS Service provided by Jibba Jabba Business Services Ltd. under the terms of this Agreement to the customer on the service number(s), enabling the End User to make calls over the Fixed Line Network using the CPS Service and any related services

**1.8 "Fixed Line Network"** means the telecommunications network(s) over which Jibba Jabba Business Services Ltd. provides the CPS Service;

**1.9 "Tariff"** Referring to the PPM or PPC that the Customer typically pays Jibba Jabba Business Services Ltd. when placing calls through Jibba Jabba Business Services Ltd.. A customers' rate sheet is available from the Control panel or by request.

**1.10 "Jibba Jabba Business Services Ltd. System"** means the telecommunication system which Jibba Jabba Business Services Ltd. runs and, for the purpose of this Agreement, any apparatus leased by, or otherwise obtained by, Jibba Jabba Business Services Ltd. from a third party

**1.11 "Person"** means an individual or a body corporate or unincorporated or a partnership and "Persons" shall be construed accordingly;

**1.12 “Restricted Information”** means any information which is disclosed to one party to this Agreement by the other pursuant to or in connection with this Agreement (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such);

**1.13 “Services”** hereafter and related to this addendum means those manual and automatic CPS and all related services as described on the date hereof and within the Company’s website [www.jibbajabba.uk.com](http://www.jibbajabba.uk.com) together with any increased or improved services of such nature that may be provided by the Company.

### **ADCPS 2. GENERAL:**

2.1 References to clauses and sub-clauses are, unless otherwise stated, references to clauses and sub-clauses within this Agreement.

2.2 The headings within this Addendum are for convenience only and shall not affect its interpretation.

### **ADCPS 3. PROVISION OF SERVICE:**

3.1 Jibba Jabba Business Services Ltd. will provide the Service to the Customer in accordance with the Conditions of this Agreement and addendums and within the Term and Conditions found on the Jibba Jabba Business Services Ltd. website.

3.2 The customer must have an Access Line with the Physical Characteristics in order to receive the Service. If the Customer changes the Physical Characteristics, Jibba Jabba Business Services Ltd. cannot be held responsible if the Customer is no longer able to receive the Service.

3.3 Jibba Jabba Business Services Ltd. reserves the right to change the Customer’s password at any time at its sole discretion.

3.4 We shall provide the CPS Service to the Customer in accordance with this Agreement. We will endeavour to connect the Customer to the CPS Service within 15 working days of our receipt of the customer’s acceptable instruction. In the event of circumstances beyond our control, we do not warrant or guarantee that the Customer will be connected to the CPS Service by said period. Once connected, the Customer will be able to access the CPS Service and (subject to clause 23 in the Agreement) the Customer shall be liable for any Charges incurred.

3.6 The Customer hereby irrevocably authorises us to act on their behalf in all dealings with the operator/ carrier/service provider of any telecommunications network or system in connection with any matter that enables us to provide or to continue to provide the Customer with the CPS Service. The Customer also hereby irrevocably authorises us to give all notices, nominations and other authorisations that are necessary for us to provide the CPS Service from its providers.

3.7 Jibba Jabba Business Services Ltd. may occasionally have to interrupt the Service or change the technical specification of the Service for operational reasons or because of an emergency. Jibba Jabba Business Services Ltd. will give the Customer as much notice as possible of any planned interruption of the Service. In these circumstances The Customer shall have no claim against Jibba Jabba Business Services Ltd. for any such interruption.

3.8 Jibba Jabba Business Services Ltd. cannot guarantee that the CPS Service will be free of faults or interruptions, timely or secure to the extent the CPS Service may be affected by things out of our control or jurisdiction, such as (without limitation) lack of network capacity, physical obstructions or atmospheric conditions.

3.9 It is the Customers responsibility to check the compatibility of the CPS Service with any monitored alarm system(s) the Customer may have and the Customer should check this with its monitored alarm system provider(s). If we suspend the provision of the CPS Service under this Agreement it will affect the operation of the Customer’s monitored alarm system(s). Jibba Jabba Business Services Ltd. do not accept any liability in connection with the Customer’s use of a monitored alarm system with the CPS Service.

#### **ADCPS 4. CUSTOMERS USE OF SERVICE:**

4.1. The Customer must, at all times, ensure that the CPS Service is used in accordance with this Agreement and any other instructions we give to the Customer from time to time.

4.2. The Customer or any other person using the CPS Service with the Customers' permission, does not comply with any provision of this agreement and its addendums, the Customer will indemnify us for any claims, losses, damages, costs, liabilities and expenses (including, without limitation, any legal costs and expenses) which we may suffer or incur as a result of any such non-compliance.

4.3. The Customer must at all times keep any password or PIN number for the account confidential and secure.

#### **ADCPS 5. AUTHORISATIONS AND AUTHENTICATION**

5.1. The Company will issue a username and password to the Customer via e-mail. This login information will serve as identification of the Customer and all services attached to and within its control panel to the Company, when accessing the Company's CPS services, either via its web site or through its programmatic interfaces.

5.2. The Customer is responsible for careful use and storage of the username and or password issued by Jibba Jabba Business Services Ltd.. The Customer must at all times keep any password or PIN number for the account confidential and secure, and must tell us immediately if any such password or PIN number is disclosed to any unauthorised person. The Customer acknowledges that: (i) we may disclose any information in connection with the Customer account to anyone who correctly quotes the Customer's password or PIN number; and (ii) our automated invoice payment, other invoice-related reminders and/or other information announcements may be heard by anyone accessing the CPS Service.

5.3. If misuse or theft of the login information is suspected, the Customer agrees to immediately notify Jibba Jabba Business Services Ltd. in order to suspend the Customer account and take other appropriate measures deemed necessary by Jibba Jabba Business Services Ltd.. The Company shall not be liable for losses or other consequences arising out of such misuse.

#### **ADCPS 6. RISKS**

6.1. The Customer acknowledges that, by definition, access to the Internet and other communication media is associated with risks concerning authentication, data security, privacy, availability of services, reliability of transmission etc. The Customer agrees to accept and bear full responsibility arising from such risks and the consequences of the usage of Jibba Jabba Business Services Ltd. CPS Service herein and contravening clause 5 within this agreement.

#### **ADCPS 7. CUSTOMER'S LIABILITY**

7.1. The Customer agrees to abide to all laws and regulations applicable to the CPS services provided. The Customer shall be liable for all consequences and costs arising out of any breaches against such law or regulations perpetrated by him, or under his direction or on his behalf.

7.2. The Customer acknowledges and warrants that the CPS Service shall be used in the way intended and defined within this agreement and related addendums. Therefore the Customer shall comply with all relevant rules, regulations and conditions laid down by the industry authorities as in defined herein.

7.3. The Customer hereby agrees to indemnify and hold Jibba Jabba Business Services Ltd., and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including in particular, without limitation, reasonable legal fees, made by any Person or Persons due to or arising out of the Customer services, use of the CPS, connection to the CPS, breach of this Agreement and or the Customer violation of any rights of any other Person or Persons.

#### **ADCPS 8. PRICING AND PAYMENT**

8.1. Jibba Jabba Business Services Ltd. shall provide the Customer with the Service for the fees as defined in writing and or the availability through the control panel or Jibba Jabba Business Services Ltd. website. These

fees are payable in advance from the start of the Minimum Period of service unless otherwise stated by Jibba Jabba Business Services Ltd.. Payment will be due on the date specified on the invoice.

8.2. Jibba Jabba Business Services Ltd. will invoice the Customer for the CPS Service in accordance with the relevant terms, tariffs, rules and charges applying at the time the CPS Service is used. The Customer will be charged for the CPS Service in accordance with relevant tariff and all other fees predetermined within this agreement. All charges to the Customer will be invoiced monthly unless otherwise defined herein. We may vary invoicing frequency or demand payment at any other time by giving the Customer prior written notice if the frequency is moved by more than 14 days.

8.3. All prices are subject to change with CPS as defined. In the event that the Jibba Jabba Business Services Ltd. increases its prices and or charges, you will receive prior notice as determined within the agreement.

8.4. Jibba Jabba Business Services Ltd. may vary any Charges and/or charge to the Customer and any taxes or duties imposed in relation to the CPS Service at any time by posting the resulting price changes on our website or Control Panel. We will give the Customer at least 10 calendar days' notice before any price change.

8.5. Unless agreed in writing, payment is due for any use of the CPS Service and the Customer must pay in full any invoice for Charges by the due date specified in the invoice without any set-off or deductions.

8.6 If the Customer does not meet the due payment by due date, Jibba Jabba Business Services Ltd. reserve the right to: (i) suspend or terminate the customer access to the Services relevant Control Panel; and/or (ii) charge the Customer interest on the overdue amount(s) at the rate of 3% per annum above HSBC plc base rate. Interest is calculated and accrues daily; and/or (iii) charge an administration fee to cover late payment costs.

8.7 If Customer disputes any invoice, the Customer must notify us in writing of the dispute and providing us with sufficient detail to investigate the matter and determine whether the Customer's dispute is genuine and reasonable, prior to the due date for the invoice (ref clause 3.3). If we determine (at our sole discretion): (a) that the Customer's dispute is not genuine or reasonable, the Customer must pay the invoice in full, plus any interest charged on the full invoiced sum in accordance with clause 4.10 above; or (b) that the customer's dispute is genuine and reasonable, the Customer must pay the undisputed part of the invoice and we will both use all reasonable endeavours to resolve the dispute as quickly as possible. If any such dispute is resolved: (i) such that the Customer still owes Jibba Jabba Business Services Ltd. amount due, the Customer must pay all sums owed to us within 7 calendar days of resolution of the dispute, Jibba Jabba Business Services Ltd. reserve the right to charge interest from the date payment of the disputed invoice was due; or (ii) such that we owe the Customer money, we will (at our sole discretion) repay or credit on the next invoice sent to the Customer following resolution of the dispute any amount overpaid by the Customer. Each Party will be responsible for their own costs.

8.8 Jibba Jabba Business Services Ltd. reserves the right to increase the Fees for Services in respect of which it has entered into a Contract with you upon 14 days prior written notice to you.

8.9 The Customer must notify Jibba Jabba customer support team in writing (by logging a ticket on to <http://support.jibbagroup.com> a ticket reference confirmation will then be assigned) if it disagrees with any item(s) included on an invoice within 10 days of the date of the invoice. After the expiry of that period, the invoice will conclusively be treated as having been accepted by the Customer.

## **ADCPS 9. INTELLECTUAL PROPERTY RIGHTS**

9.1. It is agreed and acknowledged by the parties that all communication media and systems associated with the web site [www.jibbajabba.uk.com](http://www.jibbajabba.uk.com), the control panel and the underlying services remain the property of the Company, its suppliers or partners as appropriate. By using the services, the Customer shall not obtain any rights in the infrastructure, content, Intellectual Property, or software associated with the services.

9.2. To run in conjunction with the main customer agreement.

## **ADCPS 10. AGREEMENT AND ADDENDUM AMENDMENTS**

10.1. Jibba Jabba Business Services Ltd. reserve the right to add to and/or amend the Conditions at any time. Such changes shall be notified to the Customer by posting in the Legal section of Jibba Jabba Business Services Ltd.'s Web site. Changes in this manner shall be deemed to have been accepted if the Customer and or Customer's continue to use the Service after a period of Fourteen (14) days from the date of posting on the Web site.

#### ***ADCPS 11. DURATION AND TERMINATION***

11.1. This Addendum shall come into force on the date hereof and continue thereafter and associated with said agreement unless and until terminated by either party in reference to clause 22 of the main agreement including sub clauses of said agreement.

#### ***ADCC 12. SEVERABILITY***

12.1. If any of the provisions of this Agreement and Addendums is found by any Court to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and Addendums and of said main agreement will be adhered to.