

**Terms and Conditions for use of the telecommunications services provided by S M Communications ltd t/a World-Link and hereinafter referred to as “World-Link”.**

**1. The customer agrees and undertakes:**

a) To use the service in accordance with such conditions as may be varied by World-Link by notice published online or in the national press from time to time or notified in writing.

b) Not to use or permit to be used the World-Link network or services for any unlawful purpose.

2. The customer shall indemnify World-Link against all liabilities, claims, damages, losses and expenses arising from any breach of the customer's undertakings in 1a) and 1b) above.

3. In the event that the World-Link telephone service fails to operate and the customer diverts traffic to another carrier or where traffic is diverted to another carrier, for any reason, World-Link will not be held responsible for the customer's charges incurred with the other carrier or provider of services.

4. Neither party shall be held liable to the other in contract, tort or otherwise, for any loss of business, contracts, anticipated savings or profits or for any other indirect or consequential loss whatsoever provided however nothing shall exclude or limit liability for death or personal injury, caused by negligence.

5. Disclosure of account details to persons other than authorised employees of World-Link is entirely at the customer's risk.

6. The customer shall be liable for all charges and fees arising from use of the account whether authorised or unauthorised, unless such unauthorised use is solely attributable to an act or omission on the part of World-Link.

7. World-Link will use its reasonable endeavours to provide its telephone service to the customer. However, when World-Link is unable to provide its service to the customer, the customer is free to utilise another telecommunications service provider until access to the World-Link network is reinstated. World-Link will not be held liable for ANY charges or damages to the customer should the customer be prevented from accessing the World-Link telephone service.

8. Usage charges will be at the rates shown in the current World-Link rate card which is subject to change from time to time. Notification of any rate changes will be given online at [www.worldlink.ie](http://www.worldlink.ie) or in the national press or by written communication.

9 Accounts will be settled by Direct Debit on 22<sup>nd</sup> of the month unless separate agreed arrangements are entered into, in advance.

10. These terms and conditions also relate directly to other services offered by World-Link which may be accepted by the customer at a later date.

12. All accounts must be closed in writing. A written request to close an account must clearly state the customer's details.

13. World-Link reserves the right to close an account with a customer for any reason, subject to notification of the customer.

14. The customer agrees that World-Links records are conclusive evidence of the customer's use of the service and the charges payable. The customer accepts that use of the telephone facility by any person making telephone calls from telephone number(s) nominated by the customer shall be deemed to be authorised by the customer and that the customer shall pay any charges arising from such use.

15. If any term or provision, or portion thereof, of this Agreement shall be invalid or unenforceable, to that extent it shall be deemed omitted or omitted to the extent necessary to render it valid and enforceable, the remainder of the Agreement shall remain unaffected and in full force and effect.

16. This Agreement represents the entire understanding between the parties in relation to the subject matter hereof and supersedes all other agreements made between the parties whether written or oral. No waiver of any provision of this Agreement shall be deemed to be a further or continuing waiver of any provision of this Agreement.

17. This Agreement may not be assigned in whole or part without the prior written consent of World-Link such consent not to be unreasonably withheld. World-Link may assign this Agreement at any time.

18. The termination of this Agreement, howsoever arising, shall not affect such the provisions hereof as are expressed to operate or have effect thereafter.

19. World-Links address for service of notices is 79A Talbot Street, Dublin 1 (or such other address as World-Link may specify).

20. Use of the World-Links service constitutes acceptance of these terms and conditions.