

BRIDGESTONE EARTHMOVER TYRES PTY LTD (ABN 74 000 069 714)
WEBSITE TERMS OF USE

These terms set out the conditions which govern your use of this website located at www.bridgestone-earthmover.com.au (referred to in these terms as **this Website**).

Please read these terms very carefully. These terms form a binding contract between you, the user of this Website, and Bridgestone Earthmover Tyres Pty Ltd (ABN 74 000 069 714) the owner of this Website (referred to as “BSEM” or “we” or “our”).

The material on this Website is copyright ©. This Website contains intellectual property, including without limitation software belonging to BSEM and others. All publications, content, material, intellectual property, information and software provided on and through this Website or any component or element of this Website (**Content**) and other material arising from or accessed via this Website may only be used in accordance with the following terms and conditions (**Terms**).

In these Terms we refer to the person who accesses this Website as either “you” or “your”, as the context may require.

1. ACCESS AND USE

- 1.1 Your access to and use of this Website is conditional on your acceptance of these Terms. If you do not accept these Terms then you must not access or use or must immediately cease all access or use of this Website.
- 1.2 By accessing, or by continuing to access, this Website you are agreeing to be bound by these Terms as changed from time to time.
- 1.3 We reserve the right to modify these Terms at any time, at our sole discretion. If we decide to change these terms, we will post those changes on this site. Changes to these Terms become effective as of the time they are posted to this site. We encourage you to visit this section of the site regularly in order to remain informed of any changes.
- 1.4 If you have purchased a license, subscription or otherwise entered into an agreement with BSEM (**Agreement**), your access to and use of this Website shall be subject to the Terms and in accordance with the terms and conditions of that Agreement. To the extent of any inconsistency between that Agreement and these Terms, the terms and conditions of that Agreement shall prevail.
- 1.5 You must not use this Website, or post any material on the Website, in any way that causes or is likely to cause the Website or access to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and contents sent from your computer to us. You must only use the Website for lawful purposes and must not use the Website for any of the following:
 - (a) fraudulent purposes in connection with any criminal offence or any other unlawful activity;
 - (b) To send, post, use or re-use any material that is:
 - (i) illegal, offensive, abusive, indecent, defamatory, obscene, menacing, discriminatory, pornographic, misleading or deceptive (as to its subject matter or the identify of its author or poster);
 - (ii) in breach of copyright, trademark, confidence, privacy or any other right; or
 - (iii) is otherwise injurious to Us or third parties or which consists of or contains software viruses, political campaigning, commercial or personal advertising, financial or personal advice or recommendation, or any form of spam.
- 1.6 You acknowledge and agree that We retain complete editorial control over:
 - (a) this Website and may alter, amend or cease the operation of this Website at any time; and
 - (b) any Content you post to this Website and may alter, amend or delete that content in our absolute discretion.

2. INTELLECTUAL PROPERTY RIGHTS AND LICENCE

- 2.1 BSEM and others own and reserve all intellectual property rights, including, but not limited to, copyright in the Content or services provided by this Website. The Bridgestone trademark, is, among others, the protected property of BSEM or its affiliates and may not be used, copied or imitated without our prior written consent. We are under no obligation to give such consent.
- 2.2 Except as expressly provided in these Terms, nothing set out in these Terms shall be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights on you.
- 2.3 You grant BSEM an irrevocable licence to use, reproduce, publish, perform adapt or otherwise deal with in any manner at BSEM's sole discretion, any information, material or content you contribute to the Website.
- 2.4 You agree that the Content and this Website are protected by copyrights, trademarks, patents or other proprietary rights and laws.
- 2.5 Except for the limited use set out in clause 5 or with the express written consent of BSEM, you must not use this Website or the Content, for any of the following purposes:
- (a) the reproduction of the Content in any material form;
 - (b) the distribution of the Content in any material form;
 - (c) re-transmission of the Content by any medium of communication;
 - (d) uploading or reposting the Content to any other site or location on the www, on-line service or bulletin board;
 - (e) 'framing' the Content on this Website, or any of it, with other material on any other www site or location, on-line service or bulletin board; or
 - (f) deep linking to this website.
- 2.6 You must not:
- (a) decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from this Website or the Content. You agree that you shall not use any network monitoring or discovery software to determine the site architecture, or extract information about usage, individual identities or users;
 - (b) use any software, device, or manual process to monitor or copy this Website or the Content without BSEM's prior written permission and without limiting the generality of this clause 3.5(b); you must not cache the Content of this Website without the consent of BSEM;
 - (c) use this Website or its Content in a manner that is not expressly authorised by us;
 - (d) use the Content of this Website to cause harm, damage or loss of any kind whatsoever to BSEM or to any other person; or
 - (e) modify or copy:
 - (i) the layout of this Website; or
 - (ii) any computer software or code contained in this Website

3. CONTENT

- 3.1 The Content on this Website is divided into different sections:
- (a) some sections may only be accessed by persons who have subscribed to the Website (**Subscribers**); and
 - (b) sections that are open to all.
- 3.2 In the event that you wish to access various areas or sections of this Website, BSEM may require you to enter into a separate set of terms and conditions for access and/or may issue to you a unique username and password, or other method of access at the sole discretion of BSEM (**Login**).

- 3.3 If you are issued a Login you agree that:
- (a) the Login is required to access the sections of this Website; and
 - (b) you shall not access those sections of the Website without having:
 - (i) first been issued the Login; and
 - (ii) if a fee is applicable, paid, arranged to pay or having had paid on your behalf, the correct subscription fees and charges that we specify for your access to the Subscription Service
 - (c) the Login is non-transferable;
 - (d) you shall not disclose the Login to any other person;
 - (e) you shall keep the details of the Login safe and confidential;
 - (f) you accept all liability for any activities whatsoever conducted using the Login that is issued to you under clause 2.2; and
 - (g) you shall not use a Login that has been issued by us to some other person.
- 3.4 You agree that BSEM may, from time to time and in BSEM's sole discretion:
- (a) revoke, vary, suspend or cancel the Login;
 - (b) carry out maintenance or other work on this Website, that may limit or deny access to you; or
 - (c) limit or deny access to this Website or part of this Website, for any reason.

4. PROVIDING FEEDBACK ON WEBSITE

- 4.1 If you are invited to post comments on the Website you may do so. If you think that a comment that has been posted is illegal, offensive, abusive, indecent, defamatory, obscene, menacing, discriminatory, pornographic, misleading or deceptive (as to its subject matter or the identify of its author or poster) or in breach of copyright, trademark, confidence, privacy or any other right or is otherwise injurious to third parties or which consists of or contains software viruses, political campaigning, commercial solicitation, commercial or personal advertising, financial or personal advice or recommendation, or any form of spam, please email us with a link to the comment or a copy of it and your reason for objecting to it. We will consider whether there are grounds for editing or removing the comment and take appropriate action, but will not necessarily contact or consult you about our decision. Our decision is final.

5. PERMISSION TO USE CONTENT

- 5.1 Notwithstanding the restrictions on use of the Content referred to in clause 3, you may make temporary electronic copies of the Content that are necessary to browse this Website and may print single copies of Content from the Website for non-commercial personal use provided you do not remove any copyright or trade mark notices contained on or in the Content.

6. REPRODUCTION AND COMMUNICATION FOR OTHER PURPOSES

- 6.1 No further reproduction or distribution of the Content in whole or in part is permitted without the written permission of BSEM.
- 6.2 To seek permission to use Content, send an email to CustomerService@bsem.com.au.
- 6.3 Your email must tell us:
- (a) the selection or type of information you require; and
 - (b) the purpose for which you wish to use the information.

7. LINKING TO THIS WEBSITE

- 7.1 Other websites are welcome to link to pages in the Website provided that no attempt is made to pass off the Content as the property of the linking website. We do not approve of websites presenting Content as a frame within their web pages.
- 7.2 We do not grant permission for anyone to copy Content to their own web pages.

8. LINKS TO OTHER WEBSITES

- 8.1 This Website may contain links to sites on the world wide web owned and operated by third parties and which are not under the control of BSEM (the **External Web Sites**).
- 8.2 In relation to External Web Sites, which are linked to this Website, BSEM:
- (a) provides the link or links to External Web Sites as a convenience to you and the existence of a link or links to External Web Sites does not imply any endorsement by BSEM of the External Web Sites;
 - (b) is not responsible for the material contained on those External Web Sites; and
 - (c) makes no warranties and accepts no liability in relation to
 - (i) material contained on those External Web Sites; and
 - (ii) functionality or the existence of any virus.

9. ACKNOWLEDGEMENT AND WARRANTY

- 9.1 You acknowledge and agree that:
- (a) BSEM and the Content is protected by copyright, and you do not acquire any ownership rights by downloading or copying Content from this Website; and
 - (b) although BSEM has taken all reasonable steps to ensure that this Website is accurate, BSEM does not make any warranties about the Content, including without limitation any warranty that the Content is complete or error-free.
- 9.2 To the fullest extent permitted by law, BSEM disclaims any and all express or implied warranties, guarantees or representations regarding:
- (a) the accuracy, reliability, timeliness or otherwise of any information contained or referred to on this Website, the Content, or on any External Web Sites; and
 - (b) the merchantability, reliability or fitness for any particular purpose for any service or product contained or referred to on this Website, the Content, or on any External Web Sites.
- 9.3 You acknowledge and agree that BSEM does not warrant, guarantee or make any representation that:
- (a) this Website, the Content, or the server that makes the Website available on the www are free of software viruses;
 - (b) the functions contained in any software contained on this Website or the Content will operate uninterrupted or are error-free; or that
 - (c) errors and defects in this Website or the Content will be corrected.
 - (d) to the cost of supply of the services again; or
 - (e) the payment of the cost of having the services supplied again.

10. SECURITY

- 10.1 Despite our best efforts, and the best efforts of other firms, “perfect security” does not exist on the internet, or anywhere else. As a result, whilst BSEM strives to protect your personal information, we cannot warrant the security of the information you transmit to us online. You therefore do so at your own risk.
- 10.2 Once we receive your transmission, we make our best efforts to ensure its security on our system.

11. EMAIL

- 11.1 Any email between you and BSEM is not encrypted.

12. COOKIES

- 12.1 This site uses Cookies. To learn more about cookies go to: www.microsoft.com/info/cookies.htm .

13. LIABILITY

- 13.1 BSEM shall not be liable under any circumstances for any consequential loss, loss of profits or any damages of any kind recognised by law (even if BSEM has been advised of the possibility of such loss of profits or damages) which are the consequence of you:
- (a) acting, or failing to act, on any information contained on or referred to on this Website, the Content, or any of the External Web Sites; or
 - (b) using or acquiring, or your inability to use or acquire, any service or product contained or referred to on the Website, the Content or any External Web Sites.
- 13.2 You agree that BSEM is not liable to you for:
- (a) errors or omissions in the Website, the Content, or on External Web Sites;
 - (b) delays to, interruptions of or cessation of the services provided in the Website, the Content, or External Web Sites; or
 - (c) defamatory, offensive or illegal content on the Website or the Content, whether caused through negligence of BSEM, its employees or independent contractors, or through any other cause.
- 13.3 You agree to accept the full cost of any necessary repair, correction or maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing this Website or the Content.
- 13.4 These Terms are to be read subject to legislation which prohibits or restricts the exclusion of or restriction of statutory guarantees or implied warranties and conditions. If such legislation applies we restrict our liability in respect of any claim to the refund of the fees and charges paid by you to BSEM, if any.

14. INDEMNITY

- 14.1 You will at all times indemnify, keep indemnified, defend and hold harmless BSEM and its respective officers, employees and agents (**Those Indemnified**), from and against any cost, expense, fee, loss or damage (including reasonable legal costs and expenses) or liability incurred by any of Those Indemnified arising from any claim, demand, suit, action or proceeding by any person against any of Those Indemnified where such loss or liability arose out of, in connection with or in respect of any breach of these Terms by you or your use of the Content or any materials or information supplied to you under these Terms.

15. TERMINATION OF ACCESS

- 15.1 BSEM may terminate access to the Website at any time without giving any explanation or justification for the termination of access, and BSEM has no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.
- 15.2 BSEM will consider and, at its sole discretion, determine whether or not, and on what terms, a refund may be payable.

16. SEVERANCE AND JURISDICTION

- 16.1 If any part of these Terms are found to be void, unlawful or unenforceable then that part will be deemed to be severable from the balance of these Terms and the severed part will not affect the validity and enforceability of any remaining provisions.
- 16.2 These Terms will be governed by and interpreted in accordance with the law of the State of New South Wales, without giving effect to any principles of conflicts of laws. You agree to the non-exclusive jurisdiction of the Courts of the State of New South Wales to determine any dispute arising out of these Terms.

17. GENERAL

- 17.1 The disclaimers, limitations on liability and indemnities in these Terms continue notwithstanding discontinuation or suspension of your access to this Website.
- 17.2 BSEM's failure or delay to exercise a power or right does not operate as a waiver of that power or right. A waiver is not effective unless it is in writing. A single or partial exercise or waiver of a right under these Terms does not prevent any other exercise of that right, or the exercise of any other right

18. THE PRIVACY ACT 1988 AND THE AUSTRALIAN PRIVACY PRINCIPLES

- 18.1 BSEM abides by the Privacy Act 1988 (the **Privacy Act**) and the Australian Privacy Principles (**APP**).
- 18.2 Information on our Privacy Policy can be found on this website.
- 18.3 By using this site, you agree to comply with the Privacy Act and the APP, as amended from time to time. If you do not agree with any of these terms, do not use this Website.
- 18.4 You consent to us collecting and storing your IP address for security purposes.

19. CONCERNS

- 19.1 Should you object to these Terms or any subsequent modifications thereto or become dissatisfied with this Website, your only recourse (to the extent permitted by law) is to immediately terminate your use of this Website.
- 19.2 If you have any issues and/or questions with these Terms or any rule, policy, guideline or practice which BSEM uses to operate this Website, we will be happy to respond to your concerns, please contact us at the address below.

CONTACT US

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