TERMS AND CONDITIONS FOR USE OF BRIDGESTONE.EU WEBSITE

IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THESE TERMS AND CONDITIONS OF USE BEFORE USING OUR WEBSITE. BY ACCESSING AND USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE, YOU MAY NOT USE OR ACCESS THIS WEBSITE AND BRIDGESTONE HAS THE RIGHT TO RESTRICT OR PREVENT YOUR ACCESS TO THE WEBSITE. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, PLEASE FEEL FREE TO E-MAIL ANY ENQUIRY TO BRIDGESTONE AT infopr@bridgestone.eu

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1. Definitions

"**BRIDGESTONE**" means the company BRIDGESTONE EUROPE NV, incorporated in Belgium having its registered office at Kleine Kloosterstraat 10, 1932 Zaventem, Belgium, recorded in the Register of Legal Entities under n° 0441 192 820 Brussels;

"We"/"Us"/"Our" refers to BRIDGESTONE;

"User(s)" means (a) user(s) of the Website either collectively or individually, as the context requires;

"Website" means the website located at www.bridgestone.eu or any subsequent URL which may replace it; and

"You/Your" means you as a User of the Website.

2. Access to Website

This Website is the property of BRIDGESTONE.

BRIDGESTONE reserves the right at all times to unilaterally refuse access to this Website or parts of it.

BRIDGESTONE reserves the right to suspend or terminate access to the Website with immediate effect if non-authorised human intervention, viruses, bugs, or other causes beyond the control of BRIDGESTONE corrupt or jeopardise the administration or security of the website portal.

3. Content

The information contained on this Website is provided for information purposes only and is not binding.

BRIDGESTONE does not guarantee that the information on the Website is correct or complete. Apart from the fulfilling of orders placed via the Website or unless otherwise expressly provided, no other rights of any kind whatsoever may be derived from this Website.

BRIDGESTONE reserves the right to unilaterally change the content and layout of the Website at any time and without notice.

BRIDGESTONE assumes no responsibility for technical, hardware or software failures of any kind, for lost network connections or for garbled computer transmissions.

4. Obligations User

You will not use the Website in any manner which violates or infringes the rights of any person, firm or company (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy and data protection);

You are strictly prohibited from sending or supporting the sending of unsolicited bulk or single mail messages, or SPAM from the Website.

You agree not to upload or transmit through the Website any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer.

You will not upload or transmit through the Website or post any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety or which is in breach of applicable laws or regulations or is in breach of any person's rights (including but not limited to, copyright, database right and confidentiality).

You must not create links to the Website without the express, prior written consent of BRIDGESTONE. You must not attempt to interfere with the proper working of the Website and, in particular, You must not attempt to tamper with, hack into or otherwise disrupt any computer system, server, router, or any other internet connected device associated with this Website.

You will not use the Website in a way that may cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired.

You will not create and publish a hypertext link to any part of the Website or attempt any unauthorised access to any part or component of the Website;

You agree that in the event that You have any right, claim or action against any Users arising out of that User's use of the Website, then You will pursue such right, claim or action independently of and without recourse to us.

5. Indemnity

You agree to be fully responsible for (and fully indemnify us against) all claims, liability, damages, losses, costs and expenses, including legal fees, suffered by us and arising out of any breach of the Terms and Conditions by You or any other liabilities arising out of Your use of the Website, or the use by any other person accessing the Website using Your PC or internet access account.

6. Links to other websites

This Website may contain links to other third party websites in an attempt to provide increased value to Our Users. You acknowledge and agree that BRIDGESTONE is not responsible or liable for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.
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7. Monitoring

BRIDGESTONE has the right, but not the obligation, to monitor any activity and content associated with the Website. BRIDGESTONE may investigate any reported violation of the present Terms and Conditions or complaints and take any action that BRIDGESTONE deems appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to Your access and/or removing any materials on the Website).

8. Intellectual property rights

You acknowledge and agree that all copyright, database right, trademarks and all other intellectual property rights or other property rights relating to the Website, including but not limited to content – in whichever form – and lay out, shall remain at all times vested in us or Our data providers and other licensors.

It is strictly prohibited to use any of the Website's parts, including but not limited to content – in whichever form – and lay out, without prior written consent of BRIDGESTONE. The use without prior written consent of BRIDGESTONE, may constitute a violation of intellectual property rights, unless otherwise expressly provided by law.

Any copy of this Terms and Conditions or part of it must quote this intellectual property right statement and state all other notifications of intellectual property ownership, in so far as the copy is admissible under the stipulations above.

9. Limitation of Liability

The material provided on this Website is intended to enable users to gain ready access to information and news about BRIDGESTONE's activities. BRIDGESTONE aims to keep the material up-to-date and accurate. While we use reasonable endeavours to verify the accuracy of any information we place on the Website, we make no warranties, whether express or implied in relation to such accuracy.

THIS WEBSITE IS PROVIDED ON AN "AS IS" BASIS AND BRIDGESTONE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BY WAY OF EXAMPLE BUT NOT LIMITATION, AS TO FITNESS FOR A PARTICULAR PURPOSE TO THE FULLEST EXTENT PERMITTED BY LAW.

You acknowledge that we cannot guarantee and therefore shall not be in any way responsible for the security of the Website and any information provided to or taken from the Website by You.

TO THE FULLEST EXTENT PERMITTED BY LAW, BRIDGESTONE ACCEPTS NO LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER ARISING FROM USE OR LOSS OF USE, DATA, OR PROFITS, WHETHER IN CONTRACT OR IN TORT, ARISING OUT OF OR IN CONNECTION WITH THE VIEWING, USE, RELIANCE ON OR PERFORMANCE OF THE WEBSITE OR ITS CONTENT, WHETHER DUE TO INACCURACY, ERROR, OMISSION OR ANY OTHER CAUSE AND WHETHER ON THE PART OF BRIDGESTONE, ITS REPRESENTATIVES, AGENTS, OR ANY OTHER PERSON.

We will not be liable in contract, tort or otherwise if You incur loss or damage connecting to the Website through a third party's hypertext link.

We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise out of or in connection with the Website or products or services offered on the Website whether by us or on Our behalf for:

- any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- any loss of goodwill or reputation; or
- any special or indirect or consequential losses;
- in any case whether or not such losses were within the contemplation of either of us at the date on which the event giving rise to the loss occurred.

NOTHING IN THESE TERMS OF USE SHALL LIMIT OR EXCLUDE BRIDGESTONE'S LIABILITY FOR FRAUDULENT MISREPRESENTATION, OR FOR DEATH OR PERSONAL INJURY RESULTING FROM BRIDGESTONE'S NEGLIGENCE.

10. BRIDGESTONE's Rights

10.1. BRIDGESTONE reserves the right to:

10.1.1. modify or withdraw, temporarily or permanently, the Website (or any part thereof) with or without notice to You and You confirm that BRIDGESTONE shall not be liable to You or any third party for any modification to or withdrawal of the Website;

10.1.2. change the present Terms and Conditions from time to time, and Your continued use of the Website (or any part thereof) following such change shall be deemed to be Your acceptance of such change. It is Your responsibility to check regularly to determine whether the present Terms and Conditions have been changed. The latest version will always be made available on the Website. If You do not agree to any change to the present Terms and Conditions then You must immediately stop using the Website.

10.2. BRIDGESTONE will use its reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because You cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond Our control.

11. Applicable law and jurisdiction

These Terms and Conditions are exclusively governed by and construed in accordance with Belgian law.

Any disputes arising from these Terms and Conditions shall be subjected to the exlcusive jurisdiction of the courts of Brussels. By using this Website, You agree to the personal jurisdiction of, and venue in, such courts.

12. Severability

If any part of the present Terms and Conditions shall be deemed unlawful, void, or for any reason unenforceable, it shall not affect the validity and enforceability of the remaining provisions of the remaining provisions of the present Conditions.

13. Notices

13.1. You may send us notices under or in connection with the present Conditions:

13.1.1. by post to Kleine Kloosterstraat 10, 1932 Zaventem, Belgium;
13.1.2. by telephone to +3227146700; or
13.1.3. by email infopr@bridgestone.eu

13.2. A proof of sending does not guarantee Our receipt of Your notice, You must ensure that You have received an acknowledgement from us, which will be sent within 3 working days of Our receipt and should be retained by You.