

E-order Website Terms of Use

By logging in, you are agreeing to the Terms of Use.

TERMS OF USE

Michelin is pleased to welcome you to this Website (here in after “Site”). As used in this Agreement, the terms “you”, “your” or “Customer” refer to the users of this Site and the terms “Michelin”, “us”, “our” and “we” refer to Michelin Australia Pty Ltd. and its affiliates and parent entities.

Please read the terms set out hereunder carefully before using this Site. By proceeding with the use of this Site or any of its links or services, you will be deemed to have consented to the terms set out hereunder.

If you do not agree with the terms set out hereunder, please exit and do not view this Site.

We reserve the right, in our sole discretion, to change, modify, add or remove terms set out hereunder at any time. The terms set out here under may be modified occasionally, so kindly check this page regularly. You agree to accept those changes, whether or not you have reviewed them. If you do not agree to the changes, you should not use the Site and you should arrange to cancel any registered user account or subscription (if any) with us.

ARTICLE 1: PURPOSE

- 1.1. These Terms of Use define the access and use of this Site and are applicable to this Site only.
- 1.2. Michelin provides this Site for the lawful use by its Customers. Michelin makes no representation that the materials and products contained or displayed on this Site are appropriate or available for use in other locations. Those who access the Site from other locations do so at their own risk and are responsible for compliance with applicable local laws.
- 1.3. This Site may provide links to other Michelin websites and/or third-party websites or resources that are autonomous and are governed by their own terms of use that you must consult and comply with.
- 1.4. Michelin has no control over the third-party websites and resources and makes no endorsement or representation about these websites, or the accuracy of the information and materials, advertising, products, services, or the results that you may obtain by using them. If you decide to access such third-party websites, you acknowledge that you do so entirely at your own risk.

ARTICLE 2: ACCESS TO AND USE OF THE SITE

- 2.1 Subject to compliance with these Terms of Use, and within the limits set forth in these Terms of Use Michelin hereby grants to Customer a personal, non-transferable, non-exclusive right to access and use the Site.
- 2.2 Such right is granted only for Customer’s internal business purposes of managing its commercial relationship with Michelin, under the conditions set forth below and more generally in accordance with these Terms of Use.

2.3 User ID

The access and use of the Site is conditioned upon the Customer having an existing account with Michelin whom will supply a user ID and a password to any authorized user (the “**Authorized User**”) of the Customer for the purposes of managing its commercial relationship with Michelin.

2.4 Confidentiality and security

Customer shall ensure that the Authorized User will not share their user ID and password provided by Michelin to any unauthorized person. In order to guarantee the confidentiality of the access to the Site, Michelin highly recommends that Authorized Users change their passwords regularly. Customer shall be responsible for any and all damages caused as a result of unauthorized use of the user ID and password by any authorized or unauthorized individual.

2.5 Customer shall be liable in all circumstances for the activities carried out by the use of the Authorized User’s user ID and password. Each Authorized User is required to disconnect from the Site at the end of each session.

2.6 Customer agrees not to access by fraudulent means the Site and/or other websites of Michelin.

2.7 In the case of loss, theft or fraudulent or non-authorized use of the user IDs and passwords, the Customer shall immediately notify Michelin through its customer service platform in order to allow for the suspension or suppression of this account.

2.8 Availability of the Site

2.8.1 Michelin will endeavor to maintain availability and accessibility to the Site. However, Michelin does not warrant that access to the Site will be uninterrupted or error-free. In particular, the Customer is informed that for all maintenance and updates purposes, and all other reasons, especially security or legal reasons, the access to the Site may be suspended or interrupted.

2.8.2 Michelin reserves the right to modify, correct, interrupt and/or delete the access to the Site and/or its content, features and functions at any moment, without prior notice.

2.8.3 Michelin will not be held liable for these suspensions, interruptions and/or modifications and the consequences that may arise for the Customer.

2.9 Customer Service

Please contact Customer Service by telephone at 1300 72 7878.

2.10 Restriction of use

Customer is expressly prohibited to or attempt to:

- make available Site to any third party, with or without consideration;
- modify, enhance or translate the Site and its related documentation including for the fixing of bugs or errors, which rights are exclusively reserved by Michelin and its third party contractors;
- transfer, lease, sublicense, assign, charge or otherwise deal in or encumber Site or use Site for the benefit of any third party, with or without consideration;

- decompile, disassemble or reverse engineer in any manner the Site or create derivative work of such.

ARTICLE 3: INTELLECTUAL PROPERTY

- 3.1 Michelin and/or its third party licensors own all Intellectual Property Rights (i.e. (i) copyright, database rights, rights in unregistered trade marks, unregistered design rights, and any other similar rights in any part of the world; and (ii) patents, registered trade marks, registered designs, and any other registered rights in any part of the world, and all related goodwill, applications for registration for any such rights as may exist anywhere in the world, and the right to make such applications) in the Site (and any of its component), any enhancement, modification, updates and upgrades thereof.
- 3.2 The alteration and modification of the Site or the use of content in any a manner which is not expressly authorized by Michelin will constitute an infringement to Michelin and/or its third party licensors' Intellectual Property Rights.

ARTICLE 4: PERSONAL DATA PROTECTION AND COOKIES

Michelin is committed to protecting the personal data of the Authorized User's personal data. Please consult our [Privacy Policy](#) and our [Cookie Policy](#) for more information.

ARTICLE 5: WARRANTY AND LIABILITY

- 5.1 Michelin endeavors to provide accurate and up-to-date information on this Site. However, the entire Site is provided to you on an "AS IS" basis, and any use of this Site is entirely at your own risk.
- 5.2 We make no representations or warranties, express or implied, with respect to this Site or its operation. WITHIN THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY (and hereby disclaims all) DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5.3 In no event, including but not limited to its own negligence, shall Michelin be liable for any loss or damages of whatever nature (including economic loss) arising out of the use of or inability to use this Site, including without limitation, consequential damages, damage to the Customer's information systems caused for example by viruses. The Customer is liable to take all appropriate measure in order to protect its information systems.
- 5.4 In no event, shall Michelin be held liable for direct or indirect damages arising out of the use of or inability to use this Site.

ARTICLE 6: APPLICABLE LAW AND JURISDICTION

The use of this Site and these Terms of Use shall be governed by and construed in accordance with the laws of the State of Victoria, Australia, without giving effect to any principles of conflict of laws. Victorian courts shall have exclusive jurisdiction, without prejudice to the right of Michelin to invoke any remedies which may be available in any jurisdiction including but not limited to temporary or permanent injunctions or other equitable relief.