

	Policy (S4 – Unclassified Information)	SEP 2026
	Website Terms Of Use OT-LE-POL-022	

Website Terms of Use

These Website Terms of Use govern your access to and use of websites operated by Otraco International Pty Ltd, including the main Otraco website at <https://otraco.com/> and the Otraco Training Centre website at <https://otracotraining.com.au/> (together referred to in these Terms as the “Website”).

The Website is operated by Otraco International Pty Ltd (**ABN 72 008 809 265**) (“Otraco”, “we”, “us” or “our”). Otraco operates as part of the Bridgestone Mining Solutions Australia group.

Please read these Terms of Use carefully. By accessing or using this Website, you agree to be bound by these Terms of Use. If you do not agree with these Terms, you should not access or use the Website.

1. ACCESS AND USE OF THE WEBSITE

1.1 Acceptance of Terms

Your access to and use of the Website is subject to these Terms of Use.

By accessing or continuing to use the Website, you acknowledge that you have read, understood and agreed to these Terms.

1.2 Changes to these Terms

Otraco reserves the right to amend these Terms at any time by publishing updated Terms on the Website.

Any revised Terms will take effect when they are published on the Website, unless otherwise stated. You should review these Terms periodically to remain informed of any changes.

1.3 Changes to the Website

Otraco reserves the right to modify, update, suspend, withdraw or discontinue any part of the Website or its content at any time without prior notice.

We do not guarantee that the Website, or any content on it, will always be available or uninterrupted.

1.4 Lawful Use

You must use the Website only for lawful purposes.

You must not use the Website in a manner that:

- breaches any applicable law or regulation;
- is fraudulent, misleading, deceptive, defamatory, offensive, abusive, discriminatory, obscene or otherwise unlawful;
- infringes the intellectual property, privacy, confidentiality or other rights of Otraco or another person;
- introduces viruses, malware, malicious code or any other harmful material that may damage, interfere with or compromise the Website or associated systems;

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- attempts to gain unauthorised access to the Website, its systems, servers, networks or data;
- interferes with the operation, security or functionality of the Website;
- uses automated systems, software, scraping tools, robots or similar technologies to access, scrape, harvest, copy or extract Website Content without Otraco's prior written permission; or
- otherwise causes or is likely to cause damage or loss to Otraco, its related entities, customers, employees, contractors or other Website users.

2. WEBSITE CONTENT

2.1 General Information

The information and materials made available through the Website, including information about Otraco's services, training courses, capabilities, technical information, publications, videos, documents and other materials ("Content"), are provided for general information purposes.

While Otraco endeavours to ensure the accuracy of the information published on the Website, circumstances, services, technology, industry practices and regulatory requirements may change over time.

Otraco does not warrant the completeness, accuracy, currency or suitability of Website Content for any particular purpose.

2.2 No Professional or Technical Advice

Unless expressly stated otherwise, Content on the Website is general in nature and should not be relied upon as professional, technical, engineering, safety, legal, financial or other specialist advice.

Users should obtain their own professional advice appropriate to their circumstances before relying on any information contained on the Website.

Information presented on the Website does not replace site-specific procedures, contractual requirements, manufacturer requirements, applicable legislation, standards, risk assessments or other formal operational controls.

2.3 Otraco Services

Descriptions of Otraco's products, services, capabilities, technology, training, consulting or operational activities are provided for general information only.

Actual services provided to a customer are governed by the applicable contract, agreement, proposal, scope of work or other formal arrangement between Otraco and that customer.

If there is any inconsistency between information contained on this Website and an executed agreement with Otraco, the executed agreement will prevail to the extent of that inconsistency.

3. INTELLECTUAL PROPERTY

3.1 Ownership

All intellectual property rights in and to the Website and its Content, including text, graphics, logos, trademarks, trade names, images, photographs, software, documents, designs, publications and other branding assets, are owned by or licensed to Otraco or its related entities and are protected by applicable intellectual property laws.

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Nothing in these Terms transfers ownership of any intellectual property to you.

3.2 Otraco and Related-Entity Branding

The Otraco name, logo and associated branding must not be used, reproduced, modified or represented without prior written permission.

Any Bridgestone, Bridgestone Mining Solutions Australia or other related-entity names, trademarks, logos or branding displayed on the Website remain the property of their respective owners and may only be used with appropriate authorisation.

3.3 Permitted Use

You may view the Website and make temporary electronic copies necessary for normal browsing.

You may also print or download reasonable extracts of Website Content for your own personal, non-commercial use provided that:

- the Content is not modified;
- all copyright, trademark and other ownership notices remain intact; and
- the Content is not presented in a misleading context.

3.4 Restricted Use

Unless permitted by law or authorised by Otraco in writing, you must not:

- reproduce, republish or distribute Website Content for commercial purposes;
- modify or create derivative works from Website Content;
- upload or reproduce Website Content on another website or digital platform;
- sell, license or commercially exploit Website Content;
- represent Website Content as your own;
- use Otraco's name, trademarks, logos or other branding without authorisation; or
- reproduce the layout, design, software or source code of the Website.

4. LINKING TO THE OTRACO WEBSITE

Other websites may link to publicly available pages of the Website provided that the link:

- does not falsely suggest that Otraco endorses, sponsors or is associated with the linking website or its products or services;
- does not present Otraco's Content as belonging to another party;
- does not frame Otraco Website Content within another website in a misleading manner; and
- is otherwise lawful.

Otraco may request removal of any link to its Website at its discretion.

5. LINKS TO THIRD-PARTY WEBSITES

The Website may contain links to websites, resources or platforms operated by third parties.

These links are provided for convenience or information only.

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Unless expressly stated otherwise, Otraco does not control, endorse or approve any third-party website and accepts no responsibility or liability for the content, products, services, information, availability, security or privacy practices of those websites.

You access third-party websites at your own risk and should review their applicable terms and privacy policies.

6. WEBSITE AVAILABILITY AND SECURITY

Otraco takes reasonable measures to maintain the security and operation of the Website. However, no internet-based service can be guaranteed to be completely secure, uninterrupted or free from malicious software or other technical issues.

Otraco does not guarantee that:

- access to the Website will be uninterrupted, timely, secure or error-free;
- the Website or its server will be free from viruses, malware or other harmful components;
- defects or errors will always be corrected immediately; or
- information transmitted through the internet will always remain completely secure.

You are responsible for maintaining appropriate security, antivirus protection and backup arrangements for your own systems and devices.

7. PRIVACY AND PERSONAL INFORMATION

Otraco respects the privacy of individuals and handles personal information in accordance with applicable Australian privacy requirements, including the Privacy Act 1988 (Cth) and the Australian Privacy Principles, to the extent that they apply.

Our collection, use and disclosure of personal information is governed by our Privacy Policy, available on the Otraco website: [\[hyperlink to Privacy Policy\]](#), which forms part of these Terms.

When you use the Website, certain technical information may be collected automatically, including information such as IP address, browser type, device information, Website usage information and similar technical data.

Such information may be used for legitimate purposes including Website administration, security, analytics and improving Website functionality.

8. COOKIES AND WEBSITE ANALYTICS

The Website may use cookies and similar technologies to support Website functionality, security, performance and analytics.

Cookies are small data files stored on a user's device when visiting a website.

You may be able to control or disable cookies through your browser settings. However, disabling certain cookies may affect the operation or functionality of parts of the Website.

Where required, further information regarding Otraco's use of cookies and similar technologies will be provided through the Website's privacy or cookie information.

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9. EMAIL AND ELECTRONIC COMMUNICATION

Communications sent over the internet, including email and Website enquiries, may not be secure.

You should avoid transmitting sensitive, confidential or commercially sensitive information through unsecured electronic communications unless appropriate arrangements have been made.

Otraco does not warrant the security or confidentiality of information while it is being transmitted over the internet.

10. DISCLAIMER

To the maximum extent permitted by law, Otraco makes no representation or warranty, express or implied, regarding:

- the completeness, accuracy, currency or reliability of Website Content;
- the availability or operation of the Website;
- the suitability of Website Content for any particular purpose;
- the availability, accuracy or security of third-party websites linked from this Website; or
- any product, service or information referred to on the Website unless expressly stated otherwise.

Nothing in these Terms excludes, restricts or modifies any guarantee, right or remedy which cannot lawfully be excluded under applicable Australian law, including the Australian Consumer Law.

11. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Otraco and its related entities, officers, employees, contractors and agents will not be liable for any loss, damage, cost or expense arising directly or indirectly from:

- your access to or use of the Website;
- your inability to access or use the Website;
- reliance on Website Content;
- errors, omissions or inaccuracies in Website Content;
- interruption, suspension or discontinuation of the Website;
- malicious software, viruses or other harmful material encountered through use of the Website;
- or
- third-party websites, products or services accessed through links from the Website.

To the maximum extent permitted by law, this exclusion includes any indirect, incidental, special or consequential loss, including loss of profits, revenue, business opportunity, goodwill, reputation, anticipated savings, data or business interruption.

Nothing in this clause excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded under the Australian Consumer Law or other applicable law. Where liability cannot lawfully be excluded, Otraco's liability is limited only to the extent permitted by law.

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12. INDEMNITY

To the extent permitted by law, you agree to indemnify Otraco and its related entities, officers, employees and agents against reasonable loss, damage, liability, cost or expense arising from:

- your material breach of these Terms of Use;
- your unlawful use of the Website; or
- your infringement of another person's rights through your use of the Website.

13. TERMINATION OR RESTRICTION OF ACCESS

Otraco may restrict, suspend or terminate access to the Website, or any part of it, where reasonably necessary, including for security, maintenance, operational, legal or compliance reasons.

Otraco may also restrict access where a user has breached, or is reasonably suspected of breaching, these Terms.

14. SEVERABILITY

If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision will be severed to the extent necessary.

The remaining provisions will continue in full force and effect.

15. WAIVER

A failure or delay by Otraco in exercising a right under these Terms does not constitute a waiver of that right.

A waiver is only effective where it is expressly provided in writing by Otraco.

16. GOVERNING LAW

These Terms are governed by the laws of Western Australia.

You submit to the non-exclusive jurisdiction of the courts of Western Australia and any courts competent to hear appeals from those courts.

Nothing in these Terms is intended to exclude, restrict or modify any rights or obligations that cannot lawfully be excluded, restricted or modified under applicable law.

17. CONTACT US

If you have any questions or concerns regarding these Website Terms of Use, please contact Otraco:

Legal entity: Otraco International Pty Ltd

ABN: 72 008 809 265

Postal address: 491 Abernethy Rd, KEWDALE WA 6105

Telephone: +61 8 6274 7200

Email: info@otraco.com

Website: <https://otraco.com/>