

## Horizon Terms of Use

October 2018

### Introduction

Horizon is Sevatas's web-based claims management system. It is used to process claims and recoveries and is utilised by both our own claims handling teams and external stakeholders associated to a claim (such as the retailer or repairer submitting the **claim** or the logistics company subject to the **recovery**).

The services provided by Sevatas through Horizon are subject to the following Terms of Use. By generating an account in Horizon, you accept these Terms of Use.

### 1. Overview

- 1.1. The claims and recovery services provided by Sevatas utilising Horizon are subject to the following Terms of Use (ToU)
  - 1.1.1. "Claim" is defined as the submission of a formal written intent to recover costs associated with the repair of a vehicle damaged in the course of its delivery from the production plant to its final destination. Claims are routinely submitted by our clients' retailers, repairers and/or importers
  - 1.1.2. "Recovery" is defined as the recovery of costs paid in respect of the claim from the logistics party deemed to be responsible for the damage subject to the claim
- 1.2. Sevatas reserve the right to update these ToU at any time. Updates to our ToU will be maintained here: [www.sevatas.com/horizon\\_tou](http://www.sevatas.com/horizon_tou)
- 1.3. These ToU apply exclusively to those services provided utilising Horizon
- 1.4. Horizon is a commercial (business to business) application. As such, you recognise that your agreement to these ToU is made on behalf of your organisation / employer / business and not yourself in a personal capacity

### 2. User access

- 2.1. Access to Horizon is provided via an account registration process
- 2.2. You will provide accurate and complete information in order to create a new user account
- 2.3. As new accounts are generated based on your email address, you acknowledge that you have sole control over your email account and any third party access to your email account generates a risk your Horizon account may be compromised
- 2.4. You will select a password which is compliant with our password structure rules

- 2.5. You are entirely responsible for maintaining the confidentiality of your password and account. Your password can be amended at any time from the link available in the 'My Account' section
- 2.6. We will store your password in such a way that it is inaccessible to other users of the site, including our own claims management teams
- 2.7. You are entirely responsible for any and all activities that occur under your account
- 2.8. You agree to notify Sevatas immediately of any unauthorised use of your account or any other breach of security
- 2.9. We will not be liable for any loss that you may incur as a result of someone else using your password or account, with or without your knowledge
- 2.10. You agree not to use anyone else's account to access Horizon
- 2.11. You agree not to obtain or seek to obtain any materials or information through any means not intentionally made available through the services provided
- 2.12. Activity conducted by your account on a claim file (e.g. your interactions with the claim file, upload of documents, amendment of data fields etc.) is tracked within Horizon and can be viewed and reported upon
- 2.13. Activity conducted by your account in the course of managing a claim or recovery may generate obligations and responsibilities for your organisation / employer / business

### 3. Privacy

- 3.1. Horizon does not use cookies to follow the navigational patterns of its customers or visitors, nor does it use them to collect information for use by third parties for marketing purposes
- 3.2. We may in some cases use the information collected on the site for marketing purposes. This may be in the form of site updates, conference notifications or general sales information. Those who wish to be excluded from such mailings should notify us at [info@sevatas.com](mailto:info@sevatas.com)
- 3.3. Information regarding individuals or companies usage of Horizon will be kept confidential and will only be available to those who require it for the efficient operation of Horizon
- 3.4. All customer user names and passwords are confidential and will not be available to anyone outside Sevatas for any reason
- 3.5. We will cooperate in any legal investigations of our subscribers or visitors and will in this event surrender any information we are ordered to by a court
- 3.6. We accept no responsibility for the privacy policies of any sites visitors can access through Horizon

## 4. Data

- 4.1. By uploading information or data to Horizon, you agree that this information may be used by us to manage the claim(s) and recovery(ies) and grant us permission to store, report on, reproduce and make available to others with a legitimate reason to view or utilise it
- 4.2. You recognise that data, documents, contents of email messages, content of Instant Messages and/or images you upload to Horizon may be viewable by third parties associated with the claim outside of our claims management team
- 4.3. You agree that data or documents uploaded to Horizon are at your own risk and whilst we will make every reasonable effort to hold this information securely, we are not liable for financial losses arising from the upload, storage and hosting of this information