

eClaim Terms and Conditions of Use

These terms and conditions of use (“**Terms**“) explain how you may use our Digital Claims Management System (“**eClaim**“). These Terms apply between Bridgestone Middle East & Africa FZE, a company duly incorporated under the laws of the Dubai Emirate of the United Arab Emirates, with commercial registration number 2420, having its principal place of business at P.O. Box 16813, Tower B Building, 17th Floor, JAFZA One, Jebel Ali, Dubai, UAE, (“**Bridgestone**“, “**we**“, “**us**“ or “**our**“) and you, the person accessing or using eClaim (“**you**“ or “**your**“).

You should read these Terms carefully before using eClaim. By accessing or using eClaim, you agree to be bound by and to comply with these Terms. If you do not agree with any of these Terms, you should stop using eClaim immediately.

1. About us

- 1.1 eClaim is owned, managed and operated by Bridgestone.
- 1.2 We are a company registered in Dubai/JAFZA with license number 2420.
- 1.3 If you have any questions about eClaim or these Terms, please contact us at contactus@bridgestone.ae.

2. Using eClaim

- 2.1 You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of eClaim.
- 2.2 As a condition of your use of eClaim, you agree not to:
 - 2.2.1 violate any applicable laws or regulations;
 - 2.2.2 modify, misuse or attack eClaim by knowingly introducing viruses, trojans, worms, logic bombs or any other material that is malicious or technologically harmful (such as by way of a denial-of-service attack);
 - 2.2.3 use eClaim in any manner that disrupts the operation or proper functioning of eClaim or business or the business of any other entity;
 - 2.2.4 use eClaim in any manner that harms minors;
 - 2.2.5 use eClaim for any unlawful or unauthorized purpose; or
 - 2.2.6 attempt to gain unauthorized access to eClaim, the server on which eClaim is stored or any server, computer or database connected to eClaim.
- 2.3 We may prevent or suspend your access to eClaim, without notice, for conduct that we believe violates these Terms or is harmful to other users of eClaim or third parties.

3. Registration and password security

- 3.1 The use of eClaim requires registration.

- 3.2 We are not obliged to permit anyone to register with eClaim and we may refuse, terminate or suspend registration to anyone at any time.
- 3.3 You are responsible for making sure that your password and any other account details are kept secure and confidential.
- 3.4 If we have reason to believe there is likely to be a breach of security or misuse of eClaim through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account.

4. Your privacy and personal information

Your privacy and personal information are important to us. Any personal information you provide to us as part of the registration process will be retained and processed in accordance with applicable laws and our **“Privacy Policy”** available at [E-claim](#) , which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us in the event you have a query or complaint about the use of your personal information.

5. Ownership, use and intellectual property rights

- 5.1 eClaim, including all content, features, and functionality (**“Content”**), is owned by Bridgestone and is protected by intellectual property laws.
- 5.2 We reserve all our intellectual property rights (including, but not limited to, all copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered, current or future, anywhere in the world. This means that we remain owners of them and are free to use them as we see fit.
- 5.3 Nothing in these Terms grants you any legal rights in eClaim or the Content other than as necessary for you to access and use it. You agree not to adjust, try to circumvent or delete any notices contained on eClaim or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within eClaim or the Content.
- 5.4 Use by you of any trademarks or other branding on eClaim or in the Content is strictly prohibited.

6. Submitting information to eClaim

- 6.1 Any submission you make to eClaim and any other communication to users of eClaim by you must conform to the instructions given to you by us, to standards of accuracy, decency and lawfulness, which shall be applied in our discretion, acting reasonably. We will under no circumstances be held liable for any errors committed by you in submitting any information to us.
- 6.2 In particular, any submission or communication by you must be:
 - 6.2.1 lawfully submitted and factually accurate;
 - 6.2.2 provided with the necessary consent of any third party; and
 - 6.2.3 not defamatory, offensive, obscene, discriminatory or deceptive.

7 Accuracy of information and availability of eClaim

- 7.1 We try to make sure that eClaim is accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that eClaim will be fit or suitable for any purpose. Any reliance that you may place on the information on eClaim is at your own risk.
- 7.2 We may suspend or terminate access or operation of eClaim at any time as we see fit.
- 7.3 Any Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgment when using eClaim and its Content.
- 7.4 While we try to make sure that eClaim is available for your use, we do not promise that eClaim will be available at all times or that your use of eClaim will be uninterrupted.

8. Limitation on our liability

- 8.1 To the maximum extent permitted by law, Bridgestone, or any of our affiliates, employees, directors, agents or third party acting on its behalf (“**Representatives**”), shall have no liability for any direct, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to the use of eClaim or its content. Bridgestone cannot guarantee the security of any information that is disclosed online. Bridgestone shall not be liable to you for any delays in restoring/maintaining eClaim nor for any errors in the content on eClaim, nor for loss or damage(s) and/or any loss of data or information caused by any manner including without limitation, misuse, suspension, interruption, or termination of eClaim or for the accuracy, contents or information or resource made available or received or transmitted through eClaim. You acknowledge that you are solely responsible and liable for maintaining the confidentiality of your account.
- 8.2 Nothing in these Terms shall limit or exclude Bridgestone’s liability for fraudulent misrepresentation, or for death or personal injury resulting from Bridgestone’s negligence.

9. Indemnification

You agree to defend, indemnify and hold harmless Bridgestone or any of its Representatives from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees arising out of your use of eClaim.

10. Miscellaneous

- 10.1 We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control.
- 10.2 We reserve the right to modify, update or change these Terms from time to time. Our updated Terms will effective upon posting, and by continuing to use and access eClaim following such changes, you agree to be bound by and comply with any variation made by us. It is your responsibility to check these Terms from time to time to verify such changes.
- 10.3 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out at the top of this page.

- 10.4 These Terms are governed by the substantive laws of England and Wales. Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be finally settled by binding arbitration under the Rules of the London Court of International Arbitration (LCIA). There shall be a single arbitrator, and the proceedings shall be conducted in English. The seat of arbitration shall be the Dubai International Financial Center, UAE. These provisions on governing law and dispute resolution shall survive the breach or other termination of these terms. No party shall have the right to challenge the venue based upon forum non-convenience or otherwise.