Terms of Use

Version 1. Date: March 27, 2024.

Welcome to the Habi Rental Management Platform, developed and operated by Utools Technologies LLC ("Habi", "Platform", "we", "us", or "our"). Utools Technologies LLC is a company incorporated in the United Arab Emirates, with license number 1188079, and is authorized and regulated by the Dubai Economy and Tourism Department.

These Terms of Use govern your access to and use of the Habi platform and related services (collectively, the "Services"), as detailed in Section 3. By using the Services, you confirm that you are at least eighteen (18) years of age and have fully read and understood these Terms of Use and Habi's Privacy Policy, available at habi.ae/privacy. Together, these documents form a legally binding agreement between you and Habi.

By accessing or using our Platform or Services, you accept these Terms in full. If you disagree with these Terms of Use or any part of them, you must not use our Platform or Services.

Last modified: 26 March 2024

1. Access and Use of the Platform

1.1. Eligibility

To access and use the Habi platform, you must be at least 18 years old or of legal age to form a binding Tenancy contract in the Emirate of Dubai. By registering for and using the services, you represent and warrant that you meet these age requirements and have the legal capacity to agree to and abide by these Terms of Use. If you are using the platform on behalf of a company, entity, or organization (collectively, "Organization"), you represent and warrant that you are an authorized representative of that Organization with the authority to bind such entity to these Terms, and agree to be bound by these Terms on behalf of such Organization.

2.2. Accounts and Registration

To fully utilize the services offered by Habi, you must register an account. When registering, you agree to:

- Provide true, accurate, current, and complete information about yourself and/or your Organization as prompted by the Habi's Profile section (the "Personal Data").
- Maintain and promptly update the Personal Data to keep it true, accurate, current, and complete.
- Protect your account information and be fully responsible for all use of your account and for any actions that take place using your account.
- Not share your account password or other access credentials with others or do anything else that might jeopardize the security of your account.
- Immediately notify Habi if you discover or otherwise suspect any security breaches related to the Service.

You are responsible for maintaining the confidentiality of the password and account, and you are fully responsible for all activities that occur under your password or account.

1.3. Term and Termination

These Terms and Conditions govern your use of Habi's Platform and Services. We reserve the right to suspend or terminate your access to the Platform and Services at any time, for any reason, at our sole discretion, including any account you may hold with us. Upon termination, your right to use the Platform and Services ends immediately, and Habi will not be liable to you or any third party for termination of your access to the Services.

2. Privacy and Data Management

By registering for an account, you consent to Habi's collection, use, and disclosure of personal data as outlined in the Privacy Prolicy, available at habi.ae/privacy, which is incorporated herein by reference. This includes the collection of personal identification information, contact details, property details, electronic signatures, and other relevant data necessary for the provision of Habi's services. You acknowledge and agree that your data may be used by Habi for the purposes of providing services, enhancing user experience, and as otherwise described in the Privacy Policy.

3. The Services

Habi offers a Rental Management Platform ("Platform") that enables users ("You"), including Lessors and Tenants, to manage property rentals. The platform allows you to:

- Add properties and maintain their details including documents within your portfolio on the Platform;
- Create and participate in new property lease agreements, along with the generation of a comprehensive set of leasing documents, including the RERA-compliant Unified Tenancy Contract, customized Addendums tailored to specific agreements, and detailed Schedules for Inventory Lists and Additional Clauses.
- Electronically sign generated Tenancy contracts.
- Renew existing leases within the platform.
- Store, access, and share property-related documents.
- Receive automated notifications for critical lease-related dates to ensure timely actions, such as for payments and statutory notices.

3.1. Roles and Responsibilities

Habi's platform is designed to cater to the needs of both Lessors and Tenants, offering flexibility and tailored functionalities for each role. Upon registration, users are granted the ability to switch between roles to access features specific to their current needs:

- As a Lessor: When operating in the Lessor role, you can view and manage all your properties listed on the platform, along with any active or past leases associated with these properties. This role provides you with tools to create new leases, renew existing ones, and manage property-related documents efficiently.

- As a Tenant: In the Tenant role, you will have access to all leases where you participate as a Tenant, including options to review and electronically sign tenancy contracts, communicate with your Lessor, and access lease-specific documents and schedules.

Users must select the appropriate role that corresponds to their intended activities on the platform at any given time. The ability to switch roles is designed to provide a seamless experience on Habi, ensuring that users can access and manage their rental information effectively from a single account.

Role Switching: Users can switch roles at any time to access the functionalities specific to that role. It is essential to use the role that accurately reflects your position in a rental agreement to ensure compliance with Habi's terms and the accuracy of the information presented and actions performed on the platform.

By using Habi's platform, you agree to these role definitions and accept responsibility for ensuring that your activities under each role comply with all applicable laws, regulations, and the terms set forth in this agreement.

3.2. Creating Tenancy Contract, Addendum and Schedules

Users can create and participate in new property lease agreements, along with the generation of a comprehensive set of leasing documents (the "Tenancy Contract"), including the RERA-compliant Unified Tenancy Contract, customized Addendums tailored to specific agreements, and detailed Schedules for Inventory Lists and Additional Clauses.

Creation by Lessors: users as Lessors have the capability to initiate leases for their properties by setting the tenancy terms and inviting users as Tenants. This process includes the generation of a Tenancy Contract based on terms set and confirmed by participating users.

Participation by Tenants: Tenants can receive invitations to join leases, review the terms and conditions outlined by the Lessor on the Lease Summary page, and choose to approve or reject these invitations. Once such invitation is approved, tenants have the ability to review the generated Tenancy Contract, Addendum, Schedules, if any, and access property-related documents, details of all participating parties, and their documents.

Creating Unified Tenancy Contract. Habi automates the creation of a Tenancy Contract, incorporating users' inputs, personal details of the parties involved, and property information. The platform utilize the most current version of the Unified Tenancy Contract template as provided by the Dubai Land Department (DLD) on their website.

Creating Addendum and Schedules. Alongside the Tenancy Contract, Habi creates RERA-compliant addendums and schedules, tailoring them to the specific agreement based on users' inputs and relevant property and party details.

It's important to note that Habi facilitates the contract creation based on details provided by users, without verifying the accuracy of these details. It remains the user's responsibility to ensure the correctness and completeness of all information within the tenancy contract.

Habi does not act as an attorney, provide any legal advice to Lessor or Tenant nor make any representations as to the accuracy of any information provided that could be construed as legal advice.

3.3. Electronic Signing

Habi enables the electronic signing of Tenancy Contracts, allowing registered users to sign documents securely within the Habi platform.

User Responsibility. It is the responsibility of users to ensure they possess the legal authority to enter into agreements on behalf of themselves or companies they represent on the Habi platform. Before signing, users must confirm the accuracy and completeness of the information provided in the tenancy contract.

Electronic Signature Agreement. By utilizing Habi's electronic signing feature, users acknowledge their agreement to the terms and conditions set forth by DocuSign, our third-party service provider for electronic signatures. Information pertaining to Tenants and Lessors processed through Habi and sent to DocuSign will be managed according to the DocuSign Privacy Notice, including data collection, usage, and retention practices.

3.4. Legal Advisory Disclaimer

Habi offers a platform enabling Lessors to create and execute Tenancy Contracts with Tenants digitally. It's important for users to understand that Habi's services do not include legal review, advice, or representation. Our platform and its tools are designed to facilitate rental management but are not a replacement for legal counsel. While we strive to ensure our templates and addendums adhere to the latest legal standards and practices in Dubai, completeness and currency cannot be guaranteed.

Users are responsible for the legal validity of their contracts and should consult with a licensed attorney for any legal concerns or complex leasing situations. Utilizing Habi does not establish an attorney-client relationship; users act on their own behalf in all legal matters facilitated through the platform.

4. Payments and Service Limits

4.1. Payments

As of the date of these Terms of Use, Habi offers its rental management platform and associated services, such as Tenancy Contract generation and Electronic Signing at no cost.

However, Habi reserves the right to introduce fees or change the pricing model for access to the platform, features, or services in the future. Your continued use of the platform after such changes take effect constitutes your agreement to the new fees and to this Payments clause.

4.2. Service Limits

During our current beta testing phase, Habi allows each user to create and sign up to three tenancy contracts. We reserve the right to modify the number of tenancy contracts available to each user during this beta phase at our discretion.

Users in need of creating more than three tenancy contracts during the beta phase are encouraged to contact us at support@habi.ae for assistance.

5. Platform Use and User Conduct

By accessing and using Habi's Rental Management Platform, you agree to adhere to the following guidelines, which outline both prohibited uses and your obligations:

- Compliance with Laws. Use the platform in full compliance with all local, national, and international laws and regulations, particularly those relevant to property rentals in the Emirate of Dubai, United Arab Emirates.
- Accurate Information. Provide true, accurate, and complete information about yourself and your properties, and promptly update your information to maintain its accuracy.
- Respect for Rights. Avoid infringing on the intellectual property, privacy, or other rights of Habi, other users, or any third party.
- Secure Account Use. Maintain the confidentiality of your account information, and do not share access with others. You are responsible for all activities conducted under your account.
- Prohibited Activities. Engage in any activities that are harmful, fraudulent, deceptive, or disruptive to the platform's operation or to other users' enjoyment of the platform. This includes but is not limited to spreading malware, phishing, spamming, or engaging in data mining or harvesting through unauthorized means.
- Third-Party Services Compliance. If utilizing third-party services in conjunction with the Habi platform, such as electronic signing through DocuSign, comply with their terms and conditions.
- Responsible Sharing. Do not disclose or distribute another user's information without explicit permission, except as permitted by Habi's features for the purpose of completing rental transactions.
- Legal Advice. Understand that the platform does not provide legal advice or attorney services and that you should seek independent legal advice for matters requiring professional guidance.
- Local and Residential Focus. Use the platform only for managing residential properties located within the Emirate of Dubai, United Arab Emirates, and in accordance with the specific regulations and laws applicable in this jurisdiction.

Violating these guidelines may result in suspension or termination of your account, legal action, and liability for damages incurred by Habi or other users. Habi reserves the right to investigate suspected violations and take appropriate action, including reporting to law enforcement authorities.

6. Legal Considerations

6.1. Indemnification

You agree to indemnify, defend, and hold harmless Habi, its affiliates, and their respective directors, officers, employees, and agents from any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to:

(a) your use of or access to the Services and Platform;

(b) any breach by you of these Terms of Use, our Privacy Policy, or any third-party terms and conditions applicable to the Services;

(c) your violation of any law or the rights of a third party; or

(d) any dispute or issue between you and another user of the Services or any third-party vendor.

Habi reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us. You agree to cooperate with our defense of these claims. You will not settle any claim without the prior written consent of Habi.

6.2. Disclaimer

Habi provides the Rental Management Platform and its services "AS IS" and without any warranty or condition, express, implied, or statutory. We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. Habi does not guarantee the accuracy, timeliness, completeness, or performance of the platform or any of the services offered. Furthermore, Habi makes no representations about the legality or appropriateness of the services in any jurisdiction.

By using Habi, you accept the entire risk as to the quality and performance of the platform and services. This includes any risk that documents generated through the platform may not meet your requirements or be error-free. Habi expressly disclaims liability for any loss, injury, or damage caused by errors or omissions in the services, whether due to negligence, accident, or any other cause.

Habi does not warrant that the services will be uninterrupted or available at all times. We also make no promises regarding the outcomes of using the platform, including but not limited to the execution of tenancy contracts, lease renewals, or the acceptance of any contracts generated through the platform.

You acknowledge and agree that your use of the platform and its services is at your sole discretion and risk. You are solely responsible for any damage to your property (including your computer system or device used in connection with the platform), or the loss of data that results from the use of the Habi platform and its services.

This disclaimer constitutes an essential part of this agreement. No use of the platform and services is authorized hereunder except under this disclaimer.

6.3. Limitation of Liability

Habi and its affiliates shall not be liable for any damages that arise from the use or inability to use our platform, services, or any content accessible through Habi. This includes, without limitation, any direct, indirect, incidental, consequential, or punitive damages, such as loss of profits, data, or goodwill. This limitation applies whether the damages arise from breach of contract, negligence, or any other cause of action, and remains in force even if Habi has been advised of the possibility of such damages.

Notwithstanding the above, if Habi is found to be liable, our total liability to you for any claims under these terms, whether in contract, tort, or otherwise, will not exceed the amount you have paid us to use the platform in the twelve months prior to the claim, or AED 500, whichever is greater.

This limitation of liability does not override any statutory rights that cannot be excluded under applicable UAE law. Users are advised to maintain their own insurance policies covering potential losses related to the services provided by Habi.

6.4. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms of Use shall be governed and construed in accordance with the laws of Dubai, United Arab Emirates for the time being in force.

All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with these Terms and Conditions shall be amicably resolved between us within ninety (90) days from the date thereof. Failure to reach an amicable settlement shall cause the dispute to be referred to and finally settled by the Dubai courts.

7. Changes to the Terms of Use

We may revise and update these Terms of Use, including our fees and Services, from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

8. Contacts

For any questions, concerns, or comments regarding these Terms of Use or the Services, please contact Habi by email at team@habi.ae or through our website at habi.ae/contact.

Archived copy of habi.ae/terms, Version 1 (27 March 2024), saved 29 September 2026.