

Privacy Policy and Terms of Service for Behomes Platform

1. General Provisions

This document (hereinafter referred to as the "Agreement") has been developed by **BEHOMES TECH LTD**, a Limited Liability Company incorporated in the **Dubai International Financial Centre (DIFC)**, in compliance with the **DIFC Data Protection Law (DIFC Law No. 5 of 2020)** and the **DIFC Laws Amendment Law (DIFC Law No. 2 of 2022)**.

- **License number:** CL6147
- **Head Office Address:** DIFC, Building Zone South - Avenue Gate, Unit 208, Level 1, Dubai, UAE, P.O. Box 74777.
- **Chief Executive:** Andrey Sviridenko.

This policy applies to the following resources:

- **Website:** <http://behomes.tech/>
- **Platform:** <https://app.behomes.tech/>

By using the Website and/or Platform, Users agree to the terms of this Agreement, including all additional rules and policies published on these resources. If a User does not agree with any part of these terms, they must immediately discontinue use of the Website and Platform.

2. Definitions and Compliance

2.1. Domain Administrator: BEHOMES TECH LTD, the rights holder of domain names and agreements with domain registrars.

2.2. Site Owner: BEHOMES TECH LTD, responsible for the Website and Platform operations.

2.3. User: Any individual or legal entity accessing the Website or Platform.

2.4. Services: Tools and features provided through the Platform to support real estate activities.

2.5. Content: Intellectual property such as text, images, and videos displayed on the Website or Platform.

2.6. Personal Data: User information provided during registration, including name, phone number, and email.

2.7. Verification: The process to confirm a User's identity by verifying contact details.

2.8. Legal Compliance: This document aligns with the **DIFC Data Protection Law No. 5 of 2020**, ensuring full compliance with the **DIFC Data Protection Regulations**.

3. Data Collection and Processing

3.1. Purpose of Data Collection:

- Enable access and registration on the Platform.
- Provide personalized services.
- Inform Users about updates and real estate opportunities.
- Comply with DIFC Data Protection Law No. 5 of 2020, ensuring lawful processing of data.

3.2. Data Security:

- Behomes implements measures to protect User data from unauthorized access, misuse, and loss in accordance with **Article 14 of the DIFC Data Protection Law**.

3.3. Third-Party Data Sharing:

- User data is not shared without explicit consent, except with service providers assisting in Platform operations, in compliance with **Article 27 of DIFC Data Protection Law No. 5 of 2020**.

3.4. User Rights:

- Users may **access** their data.
- Users may **request correction** or deletion of their data.
- Users may **withdraw consent** for data processing at any time.
- Users may contact **info@behomes.tech** for data-related requests.

3.5. Cookies and Automated Data Processing:

- The Website uses cookies to enhance User experience. Users can manage cookie settings via their browser in compliance with **Article 19 of the DIFC Data Protection Law**.

4. Account Registration and Access

4.1. Registration Requirements:

- Users must provide accurate information. Legal entities may need to submit additional documents in accordance with DIFC compliance rules.

4.2. Verification Process:

- Users must verify their phone number and/or email to complete registration.

4.3. Trial Access:

- Users may obtain limited trial access to evaluate Platform features. Full access requires a request and approval.

4.4. Account Security:

- Users are responsible for safeguarding their credentials and account activities.

5. External Resources and Links

5.1. The Website and Platform may contain links to third-party sites. Behomes is not responsible for the content or policies of these external resources.

5.2. Users should review the terms of external sites before engagement.

6. Intellectual Property

6.1. All design elements, content, and technology on the Website and Platform are protected by copyright laws under **DIFC Intellectual Property Law**.

6.2. Users may not copy, reproduce, or distribute content without written consent from Behomes.

7. Modifications to the Agreement

7.1. Behomes reserves the right to update this Agreement at any time. Changes take effect upon publication on the Website and/or Platform.

7.2. Users must review the Agreement regularly. Continued use constitutes acceptance of updates.

8. Liability and Limitations

8.1. User Responsibilities:

- Users must comply with UAE laws and refrain from unauthorized activities.
- Behomes is not responsible for legal violations by Users.

8.2. Platform Availability:

- The Platform is provided "as-is." Behomes does not guarantee uninterrupted access or error-free operation.

8.3. Limitation of Liability:

- Behomes is not liable for indirect or incidental damages arising from Platform use, in compliance with **DIFC Law No. 2 of 2022, Article 20**.

9. Packages, Fees and Payment

9.1. The Service will not be activated until full payment has been provided whether in cash, credit card payments, or post-dated cheques or other forms of payment as stipulated by Subscription Order. You are liable for the costs incurred in this Contract from the "start date" which is specified in the Subscription Order or if no such date is specified from the date of

acceptance, (which will be the date we receive your confirmation of the Subscription Order) if nothing is stated in your Subscription Order.

9.2. If you have elected to pay via credit card, then please note that the service shall only become activated once the first payment or the sole payment (in the event of a lump sum payment upon the Contract) has been received by us.

9.3. Please note that any cheque issued by you that “bounces” due to insufficient funds or is rejected by the relevant financial institution for any other reason will incur a AED1000 administration fee payable to us within seven (7) days and we reserve the right to charge you our reasonable administration costs in dealing with any failed payments and/or costs in relation to pursuing outstanding amounts (including legal fees and expenses).

9.4. The current Fees for the Service are specified in your Subscription Order. We offer a number of different packages that vary in terms of price and services included. You may subscribe to any of these packages but any variances to a Subscription Order shall be at our sole discretion. As a general rule, our packages cannot be cancelled, refunded or transferred once a Subscription Order has been entered into. If we agree to change package during your Subscription Order term, then we reserve the right to amend any such terms in the Subscription Order including but not limited to the Fees.

9.5. In the event that the Government of the United Arab Emirates elects to charge value added tax or other similar tax or duty (VAT) on the provision, sale or supply of any goods and/or services which are the subject matter of these Terms and Conditions, we reserve the right, at our sole discretion, or if required by law, to add VAT at the appropriate rate for such goods and/ or services to any invoices issued under or in connection with these Terms and Conditions from the relevant time and you acknowledge and accept that you shall pay and be solely liable for any such VAT in addition to the purchase price for such goods and services.

9.6. If your Membership has been suspended, interrupted, and/or ceased for any reason during the term of your Subscription Order you will still be liable to pay any Fee due to us regardless of you receiving the Services.

9.7. We reserve the right to amend any terms in a Subscription Order, including package components and fees, provided that such amendments will not apply during the Term of any Contract entered into prior to the amendment. You are advised to print and retain a copy of these Terms and Conditions for your future reference.

9.8. You only have the right to a refund if a duplicate transaction is received by Us. In this case, the duplicate portion of the payment will be refunded. For the avoidance of doubt, no other amounts payable under these Terms and Conditions are refundable.

9.9. In the cases of fraudulent or disputed transactions, you should refer the issue to your credit card provider. In all instances of payments, you are liable for any levied charges by the bank(s) or the credit card clearance provider.

9.10. All Credit which has not been activated by the end of the Credit Term will expire and will not roll over to the next Credit Term.

10. Dispute Resolution

10.1. Disputes related to this Agreement are subject to **DIFC law and DIFC Court jurisdiction**. 9.2. Users must submit claims to **info@behomes.tech** for review within 30 days. 9.3. Disputes will be handled in accordance with **DIFC Laws Amendment Law (DIFC Law No. 2 of 2022, Article 23)**.

11. Contact Information

For questions or concerns regarding this policy, please contact:

- **Email:** info@behomes.tech
- **Website:** <http://behomes.tech/>

