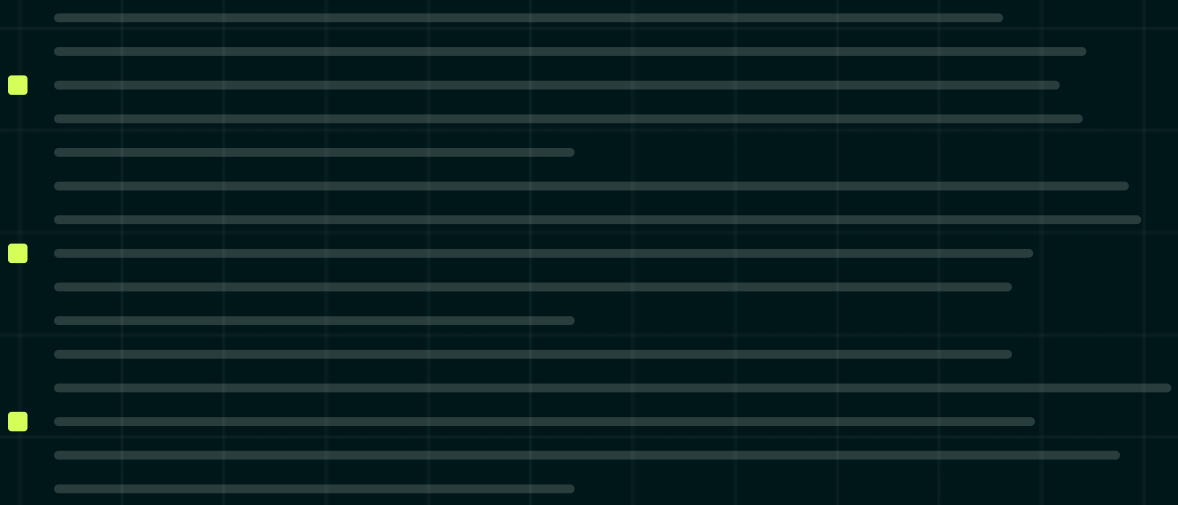
loft

LOFT TECHNOLOGIES LIMITED

Website Legal Pack

The Terms of Use, the Privacy Policy and the Data Management Policy for loftuganda.tech, in one document.



LAST UPDATED
12 November 2026

EFFECTIVE
On publication

WHAT IS IN THIS PACK

1	**Website Terms of Use and Acceptable Use Policy**	3
	What you may and may not do on this website, how enquiries and proposals work, and how disputes are settled.	
2	**Website Privacy Policy**	9
	What personal data the website collects, why, who it is shared with, how long it is kept and your rights.	
3	**Data Management Policy**	18
	How Loft classifies, protects, retains and deletes data, in its own business and in the systems it runs for clients.	

ABOUT THESE DOCUMENTS

PUBLISHED BY	Loft Technologies Limited, registration number 80020003134457
ADDRESS	Plot 67A, Spring Road, Level 2, The Guardian, Bugolobi, Kampala, Uganda
QUESTIONS	info@loftuganda.tech, marked for the attention of the Data Protection Officer · +256 784 094 309
CURRENT VERSIONS	loftuganda.tech/legal. If a printed or downloaded copy differs from the website, the website version applies.

LOFT TECHNOLOGIES LIMITED

Website Terms of Use and Acceptable Use Policy

What you may and may not do on this website, how enquiries and proposals work, and how disputes are settled.

LAST UPDATED	EFFECTIVE	ONLINE
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CONTENTS

1	What These Terms Cover	4
2	Using the Website	4
3	Acceptable Use Policy	4
4	Reporting Security Vulnerabilities	5
5	Enquiries, Proposals and Quotations	6
6	Intellectual Property	6
7	Third-Party Links and Services	6
8	Information on the Website	6
9	Disclaimer	7
10	Limitation of Liability	7
11	Indemnity	7
12	Privacy	7
13	Electronic Communications	7
14	Changes to These Terms	7
15	Governing Law and Disputes	7
16	General	8
17	Notices	8
18	Legal Information and Contact	8

These Terms govern access to and use of the Loft website at **loftuganda.tech**, its subdomains and any earlier Loft domains that redirect to it (the "Website"). They form a binding agreement between you and Loft Technologies Limited. By using the Website, or by submitting a form on it, you accept these Terms. If you do not accept them, you must not use the Website.

In these Terms, "Loft", "we" and "us" mean Loft Technologies Limited, a private limited company incorporated in Uganda (registration number 80020003134457), whose details appear in Section 18. "You" means the person using the Website and, where that person acts for an organisation, the organisation as well.

1 What These Terms Cover

1.1 The Website only. These Terms govern the Website: its pages, content, forms and downloadable resources. They do not govern Loft's products and platforms, including TKT, Access Control+, Loft Parking Control, Loft Queue and our ITSM services, or any project Loft delivers for a client. Those are governed by their own terms, including the Loft Terms of Use and Ticket Purchase Terms, the Loft Merchant Services Agreement and signed client contracts.

1.2 Related policies. These Terms incorporate the **Loft Website Privacy Policy**, which explains how we use personal data collected through the Website. The **Loft Data Management Policy** describes how Loft governs data generally.

1.3 Order of precedence. If these Terms conflict with a written agreement signed by you and Loft, the signed agreement prevails for its subject matter.

2 Using the Website

2.1 Eligibility. The Website is intended for businesses and adults. By submitting a form, applying for a role or otherwise sending us information, you confirm that you are at least 18 years old and, where you act for an organisation, that you are authorised to bind it to these Terms.

2.2 Licence. Loft grants you a personal, non-exclusive, non-transferable and revocable licence to view the Website and to download, print and share its content for the purpose of learning about Loft and evaluating whether to work with us. All rights not expressly granted are reserved.

2.3 Scope of authorised access. Your access to the Website is authorised only to the extent these Terms permit. Access to any part of the Website, its servers or connected systems beyond that authorisation, including any non-public area, is unauthorised access for the purposes of the Computer Misuse Act, Cap. 96.

2.4 What you send us. Information you submit through the Website must be accurate, and you must be entitled to share it. If you give us personal data about another person, such as a colleague you name as a project contact, you confirm that you are entitled to do so and that the person has been told that you are sharing it with Loft.

3 Acceptable Use Policy

3.1 Lawful use. You may use the Website only for lawful purposes and in a way that does not infringe the rights of, or restrict the use of the Website by, anyone else.

3.2 Prohibited conduct. You must not, and must not attempt to or help anyone else to:

- access, or attempt to access, any part of the Website, its servers, its hosting or any connected system or network without authorisation, including by guessing credentials, exploiting a vulnerability or bypassing a security control;
- probe, scan or test the vulnerability of the Website or any Loft system, except as permitted by Section 4;
- introduce viruses, malware, malicious scripts or other harmful material, or carry out a denial-of-service or similar attack;
- interfere with the proper working of the Website, including by placing an unreasonable load on its infrastructure;
- use bots, scrapers, crawlers or other automated means to copy or harvest the Website or its content, other than search engine indexing that complies with our robots instructions;

- extract or compile personal data, client names, case studies or other content from the Website to build databases, to train or fine-tune artificial intelligence models, or to send unsolicited communications;
- send spam, bulk or automated messages through our forms, or use them for advertising, phishing or other unsolicited communications;
- submit false information, impersonate any person or organisation, or misrepresent your affiliation with anyone;
- upload or send anything that is unlawful, defamatory, obscene, threatening, discriminatory, or that infringes any person's intellectual property or privacy;
- frame or mirror the Website, or present Loft content in a way that suggests a connection with or endorsement by Loft that does not exist;
- use Loft's name, logos or product names, including TKT and Access Control+, without our prior written permission; or
- copy, decompile or reverse engineer the Website's source code, design system or interactive features, except to the extent the law expressly permits.

3.3 Criminal liability. Unauthorised access to, modification of or interference with a computer, program or data is an offence under the Computer Misuse Act. We report suspected offences to the Uganda Police Force and other competent authorities and cooperate with their investigations, including by disclosing information about the person responsible where the law permits.

3.4 Our remedies. If we reasonably believe you have breached this Section, we may, without notice and in addition to any other remedy available to us, block your access to the Website, refuse or delete your submissions, and bring proceedings for injunctive relief and damages.

4 Reporting Security Vulnerabilities

4.1 How to report. If you believe you have found a security vulnerability in the Website or in any Loft product, please report it to **info@loftuganda.tech** with the subject line "Security report", describing the issue, the steps to reproduce it and its potential impact.

4.2 Scope of permitted testing. Testing is permitted only on the Website itself. You must not test any Loft product, platform, API or client system, including TKT, Access Control+ or any system used at an event, unless Loft has given you specific written permission. You may report a suspected issue in any of them without testing it.

4.3 Rules. When investigating a vulnerability in the Website, you must:

- do only what is necessary to demonstrate the vulnerability, and stop as soon as you have done so;
- not access, copy, change or delete data that is not yours; if you encounter personal data or confidential information, stop, do not retain it and tell us immediately;
- not degrade the availability or performance of the Website;
- not use social engineering, phishing or physical intrusion against Loft, its personnel, clients or premises;
- keep the vulnerability confidential until we have fixed it or 90 days have passed since your report, whichever is earlier, unless we agree otherwise; and
- not demand payment or any other benefit as a condition of disclosing or withholding the vulnerability.

4.4 Authorisation. Testing carried out in good faith and in accordance with Sections 4.2 and 4.3 is authorised by Loft for the purposes of the Computer Misuse Act, to the extent that Loft is entitled to authorise access to the system concerned. Loft cannot authorise access to systems owned by third parties, such as our hosting and content delivery providers. Where you comply with this Section, Loft will not bring civil proceedings against you in respect of that testing. We will acknowledge your report, keep you informed of our progress and, if you wish, credit you once the issue is fixed.

5 Enquiries, Proposals and Quotations

5.1 No contract through the Website. Submitting an enquiry or project brief does not create a contract. A proposal, estimate, quotation or timeline we provide is an invitation to treat, valid only for the period it states, and becomes binding only when both parties sign a written agreement or order form.

5.2 Budget and timeline indications. Budget ranges and deadlines you select on the Website help us understand your needs. They do not bind you or Loft.

5.3 Confidential information. Do not send trade secrets, credentials or confidential business information through the Website. Information you send before a non-disclosure agreement or contract is signed is handled in accordance with the Privacy Policy and with reasonable care, but no obligation of confidence arises beyond what the law imposes. Ask us for a non-disclosure agreement before sharing anything confidential.

5.4 Feedback. If you send us suggestions or feedback about Loft, the Website or our products, you grant Loft a perpetual, royalty-free and unrestricted right to use them. This does not apply to the content of your own project brief or to information we have agreed in writing to keep confidential.

6 Intellectual Property

6.1 Loft's rights. The Website and its content, including text, graphics, illustrations, animations, photographs, videos, source code, the design system, product names and logos, are owned by Loft or used under licence, and are protected by the Copyright and Neighbouring Rights Act, the Trademarks Act and other intellectual property laws. Loft's product names and logos are trade marks of Loft, whether or not registered.

6.2 Client work and case studies. Client names, logos and project materials in our case studies belong to the relevant clients and are shown with their permission. Their appearance on the Website gives you no right to use them.

6.3 Downloads. You may download our company profile and other resources we make available, and share them unaltered within your organisation, for the purpose of evaluating Loft. You must not alter them, remove notices from them or use them for any commercial purpose. Templates, UI kits and other products we offer for download or sale are governed by the licence supplied with them.

6.4 Linking. You may link to the Website in a fair and lawful way that does not damage our reputation or suggest any association, approval or endorsement that does not exist. We may withdraw this permission by notice.

7 Third-Party Links and Services

The Website links to websites and services operated by others, including our profiles on LinkedIn, Instagram, Dribbble, Behance, Medium and Clutch, and websites we have built for clients. We do not control them and are not responsible for their content, availability or privacy practices. A link is not an endorsement, and your use of a third-party service is governed by its own terms.

8 Information on the Website

8.1 General information. Content on the Website is general information about Loft and its services. It is not legal, financial, technical or other professional advice, and you should not rely on it as such.

8.2 Case studies and figures. Case studies, results, metrics and client outcomes describe specific past projects. They are illustrative and are not a representation or promise that any other project will achieve similar results.

8.3 Availability. We may change, suspend or withdraw any part of the Website at any time. We aim to keep it accurate and available but do not guarantee that it will be available, uninterrupted, error-free or free of harmful components.

9 Disclaimer

To the fullest extent permitted by law, the Website and its content are provided "as is" and "as available", and all warranties, conditions and representations, whether express or implied, including as to accuracy, completeness, satisfactory quality, fitness for a particular purpose and non-infringement, are excluded.

10 Limitation of Liability

10.1 Indirect loss. To the fullest extent permitted by law, Loft is not liable for any indirect, incidental, special or consequential loss, or for any loss of profit, revenue, business, goodwill, data or anticipated savings, arising out of or in connection with your use of, or inability to use, the Website, or your reliance on its content.

10.2 Cap. The Website is provided free of charge. To the fullest extent permitted by law, Loft's total aggregate liability to you arising out of or in connection with the Website, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to UGX 500,000.

10.3 Liability that is not limited. Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, for contravention of the Data Protection and Privacy Act, or any other liability that cannot lawfully be excluded or limited. Nothing in these Terms affects any right you have that cannot be waived by agreement.

10.4 Contracted services. Liability for services Loft provides under a contract is governed by that contract and not by this Section.

11 Indemnity

To the extent permitted by law, you agree to indemnify Loft against any loss, damage, cost (including reasonable legal fees) and liability it incurs as a result of your breach of Section 3 (Acceptable Use Policy) or Section 6 (Intellectual Property), or of any third-party claim arising from material you submit through the Website.

12 Privacy

We process personal data collected through the Website in accordance with the **Loft Website Privacy Policy** and the Data Protection and Privacy Act, Cap. 97. Privacy questions and requests should be sent to **info@loftuganda.tech**, marked for the attention of the Data Protection Officer.

13 Electronic Communications

You agree that we may communicate with you electronically, and that agreements, notices and other communications we send electronically satisfy any legal requirement that they be in writing, as the Electronic Transactions Act, Cap. 99 permits.

14 Changes to These Terms

We may amend these Terms by publishing a new version on the Website. The date at the top shows when they were last updated. An amendment applies from the date of publication, does not affect rights or claims that arose before that date, and binds you if you use the Website after it takes effect.

15 Governing Law and Disputes

15.1 Governing law. These Terms, and any dispute or claim arising out of or in connection with them or the Website, including non-contractual disputes or claims, are governed by the laws of the Republic of Uganda.

15.2 Talk to us first. Please raise any concern or dispute with us at **info@loftuganda.tech.** We will work with you in good faith to resolve it within thirty (30) days.

15.3 Courts. Subject to Section 15.2, the courts of Uganda have jurisdiction over any dispute arising out of or in connection with these Terms or the Website. This does not prevent Loft from bringing proceedings for a breach of Section 3, Section 4 or Section 6, including for urgent interim relief, in any other court of competent jurisdiction, and it does not deprive you of any mandatory protection under the law of the country where you live.

16 General

16.1 Entire agreement. These Terms, together with the policies they incorporate, are the entire agreement between you and Loft about your use of the Website.

16.2 Severability. If any provision of these Terms is held invalid or unenforceable, it is modified to the minimum extent necessary to make it enforceable, or severed, and the remaining provisions continue in force.

16.3 No waiver. A failure or delay in enforcing any provision is not a waiver of the right to enforce it.

16.4 Assignment. You may not transfer your rights or obligations under these Terms. We may transfer ours to an affiliate or in connection with a reorganisation, merger or sale of our business.

16.5 Third parties. These Terms do not confer any right on any person who is not a party to them.

16.6 Language. These Terms are issued in English, which prevails over any translation.

17 Notices

Notices to Loft under these Terms must be sent to **info@loftuganda.tech** or delivered to our registered office. Legal process may be served at our registered office. We may give notices to you at the email address you have given us or by publishing them on the Website.

18 Legal Information and Contact

Legal name	Loft Technologies Limited
Legal status	Private limited company incorporated in Uganda
Registration number	80020003134457 (Uganda Registration Services Bureau)
Registered office and address for service	Plot 67A, Spring Road, Level 2, The Guardian, Bugolobi, Kampala, Uganda
Postal address	P.O. Box 30311, Mukono, Uganda
Email	**info@loftuganda.tech**
Telephone	+256 784 094 309
Website	loftuganda.tech

LOFT TECHNOLOGIES LIMITED

Website Privacy Policy

What personal data the website collects, why, who it is shared with, how long it is kept and your rights.

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CONTENTS

1	Scope of this Policy	10
2	Who We Are	10
3	Personal Data We Collect	10
4	How We Collect Personal Data	11
5	How We Use Personal Data and Our Legal Basis	11
6	Marketing	12
7	Cookies and Similar Technologies	12
8	Who We Share Personal Data With	13
9	Processing Outside Uganda	14
10	How Long We Keep Personal Data	14
11	Your Rights	15
12	How We Protect Personal Data	16
13	Children	16
14	Questions and Complaints	16
15	Visitors Outside Uganda	16
16	Changes to this Policy	16
17	Contact Us	17

This Privacy Policy explains how Loft Technologies Limited ("Loft", "we", "us") collects, uses, shares and protects personal data when you visit our website, contact us, apply to work with us or deal with us on behalf of an organisation. It is the notice we give you under section 13 of the Data Protection and Privacy Act, Cap. 97 (the "Act"), and it is issued in accordance with the Act and the Data Protection and Privacy Regulations, 2021 (the "Regulations").

1 Scope of this Policy

This Policy applies to personal data we collect through:

- our website at **loftuganda.tech**, its subdomains and any earlier Loft domains that redirect to it (together, the "Website");
- enquiries, project briefs and messages you send us through the Website, by email, by telephone or in person;
- job, internship and contractor applications;
- our dealings with people who represent our clients, prospective clients, suppliers and partners; and
- Loft mailing lists, where we offer them.

This Policy does not cover Loft's products and platforms, including TKT, Access Control+, Loft Parking Control, Loft Queue and our ITSM services. Personal data processed through those products is governed by the **Loft Data Protection and Privacy Policy** and the privacy notice of the relevant product. Where Loft builds or operates a system for a client, the client is responsible for its own privacy notice.

2 Who We Are

Loft Technologies Limited is the **data controller** of the personal data described in this Policy: we decide why and how it is used, and we are responsible to you for it.

Data controller	Loft Technologies Limited, a private limited company incorporated in Uganda
Company registration number	80020003134457
Registered office	Plot 67A, Spring Road, Level 2, The Guardian, Bugolobi, Kampala, Uganda
Privacy contact	**info@loftuganda.tech**, marked for the attention of the Data Protection Officer
Telephone	+256 784 094 309

Loft has designated a Data Protection Officer under section 6 of the Act. Every question, request or complaint about your personal data can be sent to the Data Protection Officer at the email address above.

3 Personal Data We Collect

We collect only the personal data we need for the purposes set out in Section 5.

CATEGORY	WHAT IT INCLUDES	WHEN WE COLLECT IT
Enquiry and project details	Name, email address, company name, the services you are interested in, project deadline, indicative budget and any project details you choose to give	When you complete our "Start a project" form or otherwise contact us
Correspondence	The content of emails, messages, call notes and meeting notes, and your contact details	When you communicate with us
Business contact details	Name, job title, organisation, work email address and work telephone number	When you or your organisation deal with us, or you are introduced to us

CATEGORY	WHAT IT INCLUDES	WHEN WE COLLECT IT
Application data	Name, contact details, CV, portfolio, qualifications, work history and anything else you include in your application; referees' details if you give them	When you apply through **careers@loftuganda.tech** or another recruitment channel
Mailing list data	Email address, name and subscription preferences	When you opt in to receive Loft updates
Technical and usage data	IP address, browser and device type, operating system, referring page, pages viewed, time spent on pages, approximate location derived from your IP address, and the date and time of your visit	Automatically when you use the Website (Section 7)
Download records	The resource you downloaded, such as our company profile, and technical data about the request	When you download a resource from the Website

Required and optional information. On the enquiry form, your name and email address are required, because we cannot reply to you without them. All other fields are optional. If you do not provide the required information, we cannot respond to your enquiry through the form, but you can still call or write to us. In a job application, we need enough information to assess you against the role; we tell you if anything we need is missing.

Information we do not ask for. The Website does not ask for identity numbers, dates of birth, home addresses, payment details or passwords. Please do not include special personal data (information about your religious or philosophical beliefs, political opinion, sexual life, financial information, health status or medical records, as described in section 9 of the Act) in an enquiry or application. If you include it anyway, we will not use it for any purpose other than dealing with your message, and we will delete what we do not need.

Confidential business information. The Website forms are not a channel for trade secrets, credentials or confidential plans. If your project involves confidential information, tell us, and we will put a non-disclosure agreement and a secure channel in place before you share it.

4 How We Collect Personal Data

- **Directly from you**, when you complete a form, email or call us, apply for a role, subscribe or meet us.
- **Automatically**, through cookies, similar technologies and server logs when you use the Website (Section 7).
- **From your organisation**, when your employer or a colleague names you as a contact for a project, contract or invoice.
- **From public professional sources**, such as your organisation's website or your public professional profile, where we need to identify the right contact for a business relationship.
- **From referees and background check providers**, only where you have agreed to us contacting them at the relevant stage of recruitment.

The Act requires personal data to be collected directly from you, except in the circumstances it permits (section 11). Where we receive your details from someone else, we tell you who we are, where we obtained your details and why, when we first contact you.

5 How We Use Personal Data and Our Legal Basis

Under section 7 of the Act, we may process your personal data with your consent, or without consent where one of the grounds in section 7(2) applies. For each purpose, the legal basis we rely on is set out below.

PURPOSE	PERSONAL DATA USED	LEGAL BASIS UNDER THE ACT
Respond to your enquiry, scope your project and prepare a proposal or quotation	Enquiry details and correspondence	Your consent, given when you submit the form or contact us (s.7(1)). Where you are seeking a contract with us in your own name, steps you have asked us to take before entering into it (s.7(2)(c))

PURPOSE	PERSONAL DATA USED	LEGAL BASIS UNDER THE ACT
Deliver services and manage our relationship with you or your organisation	Business contact details and correspondence	Where the contract is with you, performance of that contract (s.7(2)(c)). Where it is with your organisation, your consent, which you give by dealing with us on its behalf (s.7(1))
Keep invoices and accounting records	Business contact details	Compliance with a legal obligation, including the Tax Procedures Code Act (s.7(2)(e))
Assess applications and communicate with applicants	Application data	Steps you have asked us to take before entering into an employment or engagement contract (s.7(2)(c))
Contact referees or carry out background checks	Referee and check data	Your consent, which we ask for at the time (s.7(1))
Keep your application for future roles	Application data	Your consent (s.7(1))
Send Loft news, insights and event invitations	Mailing list data	Your consent (s.7(1))
Measure how the Website is used, and measure the results of Loft advertising	Technical and usage data from analytics and advertising technologies	Your consent, given through our cookie banner (s.7(1))
Keep the Website secure, prevent spam and abuse of our forms, and investigate attacks	Technical data and server logs	Prevention, detection and investigation of offences, including offences under the Computer Misuse Act (s.7(2)(b)(iii))
Store or process your data with service providers outside Uganda	The data each service needs	Demonstrated adequate protection in the destination country, or your consent (s.19; Section 9)
Comply with the law, court orders and lawful requests from authorities	Any relevant data	Processing required or authorised by law, or compliance with a legal obligation (s.7(2)(a) and (e))

Withdrawing consent. Where we rely on your consent, you can withdraw it at any time by contacting us. Withdrawal does not affect processing carried out before it. If you withdraw consent to our dealing with you on your organisation's behalf, we will ask your organisation to nominate another contact.

Objecting. You may object to our processing of your personal data at any time. Where the processing does not fall within section 7(2) of the Act, we stop (s.7(3)).

New purposes. We do not use your personal data for a new purpose that is incompatible with the purpose for which it was collected unless we tell you first and, where the Act requires, obtain your consent (s.17).

6 Marketing

We send marketing emails only to people who have opted in. Sending an enquiry or applying for a job does not subscribe you to marketing. Every marketing email identifies Loft and includes a free and simple way to unsubscribe, as the Electronic Transactions Act requires for commercial communications. You can also ask us to stop at **info@loftuganda.tech.** If you ask us in writing to stop, we stop and confirm in writing within fourteen days, as section 26 of the Act requires. We keep a record of your opt-out so that we do not contact you again by mistake.

7 Cookies and Similar Technologies

Cookies are small files stored on your device. Similar technologies include local storage, pixels and scripts that collect information about your visit.

Necessary technologies are required to make the Website work and to keep it secure, and are set without consent. **Analytics and advertising technologies** are optional. We set them only after you accept them in our cookie banner, and you can change your choice at any time through the "Cookie settings" link in the Website footer. Declining them does not affect your use of the Website.

TECHNOLOGY	PROVIDER	PURPOSE	TYPE	DURATION
Cookie consent record	Loft	Remembers your cookie choices	Necessary	12 months
Security and bot protection (for example, __cf_bm)	Cloudflare, Inc.	Distinguishes people from automated traffic and protects the Website from attacks	Necessary	Up to 30 minutes
Display preferences (local storage)	Loft	Remembers interface settings you choose on the Website	Necessary	Until you clear your browser storage
Cloudflare Web Analytics	Cloudflare, Inc.	Counts visits and measures page performance in aggregate, without cookies and without identifying individual visitors	Analytics	Not stored on your device
Google Analytics 4 (_ga, _ga_*)	Google LLC	Measures how visitors use the Website, such as pages viewed and traffic sources	Analytics (consent)	Up to 2 years
Google conversion measurement (_gcl_*)	Google LLC	Measures whether visits from Loft advertising lead to enquiries	Advertising (consent)	Up to 90 days

Google Analytics data is held in our analytics account for no more than 14 months and is then deleted automatically. We do not use analytics to identify individual visitors, and we do not combine analytics data with enquiry or application data.

The Website loads fonts and code libraries from content delivery networks operated by Google, Cloudflare, Amazon Web Services, jsDelivr and unpkg. When your browser fetches these files, the provider necessarily receives your IP address and browser information.

You can also block or delete cookies in your browser settings. Blocking necessary technologies may stop parts of the Website from working.

8 Who We Share Personal Data With

We share personal data only where needed for the purposes in Section 5, and only the information each recipient needs.

RECIPIENT	WHY
Website hosting, security and content delivery providers	To host and serve the Website, protect it from attacks and deliver it quickly
Analytics and advertising providers	To measure Website use and campaign results, where you have consented
Email, productivity and file storage providers	To receive, store and respond to your messages and applications
Form and survey providers	To receive submissions where a form is operated by a third party
Loft personnel	Staff in Kampala and in our Dubai office who need the information to respond to you, deliver a project or assess an application
Professional advisers	Lawyers, auditors and accountants, under duties of confidentiality, where needed for advice, audit or legal claims
Authorities	Regulators, law enforcement agencies and courts, where disclosure is required or authorised by law. We review each request and disclose only what the law requires

RECIPIENT	WHY
A successor to our business	If Loft's business or assets are reorganised, merged or sold, the recipient will be bound to use your information in line with this Policy

Every service provider that processes personal data for us is bound by a written contract requiring it to keep the data confidential and secure, as section 21 of the Act requires. We do not tell anyone else that you have enquired about working with us.

Loft does not sell personal data. Selling or offering personal data for sale is prohibited by section 37 of the Act. We do not sell, rent or trade contact lists, and we do not give your personal data to other organisations for their own marketing.

9 Processing Outside Uganda

Some of our service providers process or store personal data outside Uganda, including in the United States of America, the European Union and the United Arab Emirates. This includes analytics, content delivery, email and file storage, and access by Loft personnel working from our Dubai office.

Section 19 of the Act permits this only where the country in which the data is processed or stored has adequate measures for protecting personal data, at least equivalent to those under the Act, or where you have consented. We apply this rule as follows:

- **Assessment.** Before we use a provider outside Uganda, we assess whether the destination provides protection at least equivalent to the Act, and we record the result.
- **Consent.** Where we have not demonstrated equivalent protection, we ask for your consent at the point of collection, in our forms and in our cookie banner, and tell you the destination and purpose.
- **Email.** Our email service is hosted outside Uganda. If you email us directly, your message is received on that service. If you would prefer your information to stay in Uganda, please contact us by telephone or in person instead, and we will tell you how we can handle your enquiry.
- **Onward transfers.** Personal data processed outside Uganda is not transferred onward to another country without your express consent.
- **Safeguards.** Every provider is bound by a contract requiring confidentiality, security, processing only on our instructions, and deletion or return of the data when the service ends.
- **Records.** We keep a record of these transfers, which we make available to the Personal Data Protection Office on request.

10 How Long We Keep Personal Data

We keep personal data only for as long as it is needed for the purpose for which it was collected, unless a longer period is required or authorised by law, required by contract or agreed by you (section 18 of the Act).

INFORMATION	HOW LONG WE KEEP IT
Enquiries that do not lead to a contract	24 months after our last contact with you
Client and supplier contact details and project correspondence	The term of the relationship and 6 years after it ends, the period in which contractual claims may be brought under the Limitation Act
Records needed to determine tax liability, such as invoices	5 years after the end of the tax period to which they relate, as the Tax Procedures Code Act requires
Unsuccessful applications	6 months after the role is filled, or 12 months if you consent to us keeping your application for future roles

INFORMATION	HOW LONG WE KEEP IT
Mailing list data	Until you unsubscribe; we then keep only your email address on a suppression list so that we do not contact you again
Google Analytics data	14 months
Website server and security logs	Up to 12 months
Records of privacy requests and complaints	5 years after the request or complaint is closed

Where information is relevant to an actual or likely legal claim, regulatory enquiry or complaint to the Personal Data Protection Office, we keep it until the matter is resolved. When information is no longer needed, we delete it or de-identify it so that it cannot be reconstructed in an intelligible form.

11 Your Rights

The Act gives you the following rights. You can exercise them free of charge. The time in the right-hand column is Loft's commitment to you; it is never longer than the period the Act and the Regulations allow.

RIGHT	WHAT IT MEANS	LOFT'S RESPONSE
Access (s.24)	Ask whether we hold personal data about you, receive a description of it and the purposes for which it is held, and be told who has received it	Within 7 days
Correction and deletion (s.16)	Ask us to correct or delete personal data that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or unlawfully obtained, or that we are no longer authorised to keep. We tell everyone we disclosed it to about the change	Within 7 days
Objection (s.7(3))	Object to our processing of your personal data	Without delay
Prevent harmful processing (s.25)	Require us to stop processing that causes or is likely to cause you unwarranted substantial damage or distress	Within 14 days
Stop direct marketing (s.26)	Require us to stop using your personal data for direct marketing	Confirmed within 14 days
Automated decisions (s.27)	Require that a decision significantly affecting you is not based solely on automated processing. The Website makes no such decisions	Within 14 days
Withdraw consent (s.7)	Withdraw any consent you have given, including for cookies	Without delay
Compensation (s.33)	Seek compensation from a court if you suffer damage or distress because we have contravened the Act	Not applicable
Complain (s.31)	Complain to us and to the Personal Data Protection Office (Section 14)	See Section 14

How to make a request. Email **info@loftuganda.tech**, marked for the attention of the Data Protection Officer, or write to us at the address in Section 2. You can make a request in your own words.

Verifying your identity. Section 24 of the Act entitles us to proof of identity before we disclose personal data. For most requests, a message from the email address you used to contact us is enough. Where a request involves sensitive information, we may ask for a national identity card, passport or driving permit, which we use only to verify the request and delete when the request is closed.

If we cannot comply. If we cannot fully meet a request, for example because the law requires us to keep certain records or because disclosure would reveal another person's personal data, we tell you why in writing.

12 How We Protect Personal Data

We take appropriate administrative, technical and organisational measures to prevent loss of, damage to, unauthorised destruction of, and unlawful access to or processing of personal data, as section 20 of the Act requires. These include role-based access controls, encrypted connections to the Website, secure configuration of our systems, security monitoring, and confidentiality obligations and training for everyone who works for Loft. Our approach is summarised in the **Loft Data Management Policy**. No website or internet transmission is completely secure; if you believe your interaction with us is no longer secure, contact us immediately.

Personal data breaches. Where we believe personal data we hold has been accessed or acquired by an unauthorised person, we notify the Personal Data Protection Office immediately, as section 23 of the Act requires, and we notify affected people in the manner the Office determines.

13 Children

The Website is intended for businesses and adults. It is not directed at children, and we do not knowingly collect personal data from anyone under 18 through it. If you believe a child has sent us personal data, contact us and we will delete it.

14 Questions and Complaints

If you have a question or concern about how we handle your personal data, contact us first at **info@loftuganda.tech.** We record every complaint, investigate it and respond in writing.

You also have the right to complain to Uganda's **Personal Data Protection Office (PDPO)** at any time, whether or not you have contacted us first. Information on how to lodge a complaint is available at **www.pdpo.go.ug.**

15 Visitors Outside Uganda

Loft is established in Uganda and handles personal data in accordance with the Act. If you are in another country, you may have additional rights under the law of that country, and nothing in this Policy limits rights that cannot be waived under that law.

European Economic Area and United Kingdom. Where the General Data Protection Regulation or the UK General Data Protection Regulation applies to our processing of your personal data:

- our legal bases are your consent (analytics and advertising technologies, marketing, references and keeping applications on file); the performance of a contract or steps taken at your request before entering into one; compliance with a legal obligation; and our legitimate interests in responding to enquiries from organisations, managing business relationships and keeping the Website secure, which we have balanced against your interests;
- in addition to the rights in Section 11, you have the right to restrict processing, to data portability, and to object to processing based on our legitimate interests;
- you may complain to the data protection supervisory authority where you live or work; and
- Uganda is not the subject of an adequacy decision of the European Commission or the UK government. When you send personal data to us directly, it is handled in Uganda and with our service providers under the protections described in this Policy.

16 Changes to this Policy

We update this Policy when the Website, our processing or the law changes. The date at the top shows when it was last updated. Where a change is material, such as a new category of personal data, a new purpose or a new type of recipient, we display a notice on the Website before the change takes effect and ask for your consent where the Act

requires it. A change never applies retrospectively in a way that reduces the protection given to personal data collected under an earlier version.

17 Contact Us

Loft Technologies Limited

Plot 67A, Spring Road, Level 2, The Guardian, Bugolobi, Kampala, Uganda

Email: **info@loftuganda.tech** (for privacy matters, marked for the attention of the Data Protection Officer)

Telephone: +256 784 094 309

LOFT TECHNOLOGIES LIMITED

Data Management Policy

How Loft classifies, protects, retains and deletes data, in its own business and in the systems it runs for clients.

LAST UPDATED	EFFECTIVE	ONLINE
12 November 2026	On publication	loftuganda.tech/legal

CONTENTS

1	Purpose, Scope and Status	19
2	Key Terms	19
3	Our Commitments	20
4	Governance and Accountability	20
5	Our Role: Controller or Processor	20
6	How We Classify Data	21
7	The Data Lifecycle	21
8	Retention Periods	22
9	Protecting Data	23
10	Client Data Loft Processes	23
11	Service Providers	24
12	Processing Outside Uganda	24
13	Special Personal Data and Payments	24
14	Tickets and Admission Credentials	24
15	Children	24
16	Analytics, Automated Processing and AI	24
17	Incidents and Personal Data Breaches	25
18	Requests from Individuals	25
19	Compliance and Review	25
20	Contact Us	26

Loft builds and operates software that sells tickets, admits people to venues, manages parking and queues, issues accreditation and supports its clients' operations. This Policy sets out how Loft governs the data in those systems and in its own business: who is accountable for it, how it is classified, protected, retained and disposed of, and what Loft commits to the people and clients whose data it holds. It is the public statement of Loft's internal data protection and information security framework, which binds everyone who works for Loft.

1 Purpose, Scope and Status

1.1 Purpose. This Policy gives effect to the Data Protection and Privacy Act, Cap. 97 (the "Act"), the Data Protection and Privacy Regulations, 2021 (the "Regulations"), the Electronic Transactions Act, Cap. 99, the Computer Misuse Act, Cap. 96, and the other laws of Uganda that govern records and electronic information.

1.2 Scope. This Policy applies to:

- all data Loft creates, receives or holds, in any form, including personal data and business information;
- data Loft processes for its own purposes as a data controller, and data it processes on behalf of clients as a data processor;
- every Loft product and service, including TKT, Access Control+, Loft Parking Control, Loft Queue, ITSM, our website and custom software we build or host; and
- everyone who works for or on behalf of Loft, including directors, employees, contractors, temporary event staff and service providers.

1.3 Status. This Policy describes Loft's practices and standards. It does not create contractual rights or obligations except where a written agreement with Loft expressly incorporates it, and where such an agreement sets a different standard, the agreement prevails between its parties. Nothing in this Policy limits any right an individual has under the Act.

1.4 Related documents. How Loft uses personal data is explained to individuals in the **Loft Data Protection and Privacy Policy**, the **Loft Website Privacy Policy** and the privacy notice of each product. Where this Policy and a privacy notice differ, the provision that gives individuals greater protection applies.

2 Key Terms

Terms defined in the Act have the same meaning in this Policy.

TERM	MEANING
Personal data	Information about a person from which the person can be identified, in any form
Special personal data	Personal data relating to religious or philosophical beliefs, political opinion, sexual life, financial information, health status or medical records (section 9 of the Act)
Data subject	The individual to whom personal data relates
Data controller	A person who, alone or jointly with others, determines the purposes for which and the manner in which personal data is processed
Data processor	A person, other than an employee of the data controller, who processes personal data on the data controller's behalf
Client	An organiser, merchant, venue, federation, club, public body or other organisation for which Loft provides products or services
PDPO	The Personal Data Protection Office, which oversees the Act

3 Our Commitments

PRINCIPLE	WHAT IT MEANS AT LOFT
Lawful and fair	Every use of personal data has a documented legal basis under section 7 of the Act before it begins. We do not use data in ways people would not reasonably expect.
Transparent	Before we collect personal data, people are told the matters section 13 of the Act requires, including who is collecting it, why, who receives it and how long it is kept.
Purpose-limited	Data collected for one purpose is not used for an incompatible purpose without a new legal basis (section 17).
Minimal	We collect only what each purpose needs (section 14). We do not ask for identity numbers, dates of birth or addresses unless the service genuinely requires them.
Accurate	People can correct their data, and corrections are passed to those who received it (section 16).
Time-limited	Every category of data has a retention period. When it ends, data is deleted or de-identified (section 18).
Secure	Data is protected against loss, unauthorised access and unlawful processing, and event-day systems are protected against failure (section 20).
Accountable	Every system and dataset has a named owner, and we keep the records needed to demonstrate compliance to clients and to the PDPO.
Private by design	Privacy and security are assessed when a feature is designed, not after it ships. Defaults are protective.

4 Governance and Accountability

4.1 Board of Directors. The Board approves Loft's data protection and information security framework, provides the resources it needs, and receives regular reports on incidents, requests, risks and compliance.

4.2 Data Protection Officer. Loft has designated a Data Protection Officer under section 6 of the Act. The Data Protection Officer oversees compliance with this Policy, maintains Loft's records of processing, handles requests and complaints from individuals, leads breach assessment, and is Loft's point of contact with the PDPO. The Data Protection Officer can be reached at **info@loftuganda.tech**, marked for their attention.

4.3 System owners. Every Loft system and dataset has a named owner who is accountable for who can access it, what it collects, how long it is kept and the accuracy of its records.

4.4 Personnel. Everyone who works for Loft is bound by confidentiality obligations before receiving access, completes data protection and security training when joining and every year, and must report any suspected incident immediately.

4.5 Registration. Loft registers with the PDPO as the Act and the Regulations require, and keeps its registration current.

4.6 Records. Loft maintains, among other records, a record of processing activities, a data retention schedule, a register of service providers and subprocessors, a register of processing outside Uganda, a personal data breach register and a register of requests from individuals.

5 Our Role: Controller or Processor

Loft's responsibilities depend on whose purposes the data serves. Loft determines and records its role for each processing activity.

ACTIVITY	LOFT'S ROLE	WHAT IT MEANS
Operating Loft's own platforms, such as TKT accounts, ticket purchases, delivery, refunds and customer support	Controller	Loft decides why and how the data is used and is responsible to the individual
Our website, enquiries, recruitment, client relationships, finance and Loft's own marketing	Controller	As above
White-label systems, accreditation, admission control and custom platforms operated for a client	Processor	The client decides why the data is used; Loft acts only on the client's documented instructions
Security, fraud prevention and system administration across all services	Controller	Loft protects its platforms for its own purposes, even where the underlying service is provided as a processor
Payment processing	Independent controllers	Licensed payment providers process payment credentials for their own regulated purposes; Loft keeps transaction records for its own

6 How We Classify Data

Loft classifies all information at four levels. The level is set by the most sensitive element of a dataset and by its volume: a single attendee's ticket is Confidential, while a list of every attendee's tickets and contact details is Restricted.

LEVEL	MEANING	EXAMPLES
Public	Approved for unrestricted release	Published event listings, prices and venues; website and marketing content
Internal	Operational information for Loft and authorised partners	Internal procedures, project plans, anonymised statistics
Confidential	Customer, client, employee, commercial and system information requiring controlled access	Individual customer records, single tickets, client contracts and reports, scan records, system architecture
Restricted	Information whose disclosure could cause severe harm, unauthorised admission, financial loss or regulatory breach	Passwords and keys, bulk personal data exports, live admission credentials, financial and settlement details, accreditation photographs, security logs, backups

Each level carries handling rules for access, storage, sharing, printing, processing outside Uganda and disposal. The more sensitive the level, the fewer people can access the data and the more controls apply.

7 The Data Lifecycle

7.1 Collection. Before a new form, field, import, integration or report goes live, its owner records its purpose, legal basis, classification and retention period, and confirms that the data requested is the minimum necessary. Optional fields are marked as optional. Marketing consent is never pre-ticked.

7.2 Use. Data is used only for the purposes recorded for it. Reports given to clients are aggregated wherever individual identity is not needed: an organiser analysing attendance by gate receives numbers, not names.

7.3 Storage. Data is stored only in systems approved and recorded by Loft. Production data is never copied to personal devices, personal email, messaging apps or unapproved cloud storage. Development and testing use synthetic or anonymised data.

7.4 Access. Access is granted by role and business need, at the lowest level that allows the person to do the job, and is removed when the need ends. Employment at Loft does not by itself give anyone access to customer data. Access to live systems is logged and reviewed regularly.

7.5 Sharing and exports. Every export of personal data is treated as a disclosure. Exports are limited to authorised roles, contain only the fields needed for their purpose, are logged, are shared through protected channels, and are deleted when their purpose is complete.

7.6 Retention. Every category of data has a retention period or criterion in Loft's data retention schedule (Section 8). Data is never kept indefinitely because storage is available.

7.7 Disposal. At the end of its retention period, data is securely deleted, de-identified so that it cannot be reconstructed in an intelligible form, or kept under a documented legal hold. Paper records are cross-cut shredded. Devices are securely wiped or destroyed before disposal or reuse. Backups expire on a fixed cycle, so deleted data leaves the backups as they roll over.

7.8 Legal holds. Where data is relevant to an actual or reasonably anticipated legal claim, investigation, or complaint to the PDPO, the Data Protection Officer suspends its deletion until the matter is resolved.

8 Retention Periods

The periods below are Loft's standard retention periods where Loft is the data controller. Where Loft is a data processor, retention follows the client's documented instructions and Loft's agreement with the client. Every period is subject to Section 7.8.

CATEGORY	STANDARD RETENTION PERIOD	BASIS FOR THE PERIOD
Customer accounts on Loft platforms	Until the account is closed, then deleted within 90 days, except records kept under the rows below	Section 18 of the Act: no longer than the purpose requires
Orders and tickets	24 months after the event, then anonymised	Customer support, refunds and disputes
Identifiable admission and scan records	12 months after the event, then aggregated	Fraud investigation and event reconciliation
Financial transactions and tax records	5 years after the end of the tax period to which they relate, or longer while proceedings continue	Tax Procedures Code Act
Client and merchant contracts and records	The term of the relationship and 6 years after it ends	Limitation Act period for contractual claims
Customer support records	24 months after the case is closed	Handling repeat and related queries
Accreditation photographs and identity data	90 days after the event, unless the client instructs otherwise	Section 18 of the Act; client instructions
Website enquiries that do not lead to a contract	24 months after the last contact	Follow-up of the enquiry
Unsuccessful job applications	6 months, or 12 months with the applicant's consent	Responding to queries about the decision; consent
Marketing consents and opt-outs	While active and 2 years after withdrawal; an opt-out record is kept as long as needed to honour it	Section 26 of the Act
System logs	90 days	Operating and troubleshooting systems
Security logs	12 months	Detecting and investigating offences
Production backups	A rolling cycle of no more than 35 days	Disaster recovery

CATEGORY	STANDARD RETENTION PERIOD	BASIS FOR THE PERIOD
Requests from individuals, complaints and breach records	5 years after closure	Demonstrating compliance to the PDPO
Exports and working copies	Deleted when their purpose is complete, and within 30 days at the latest	Section 18 of the Act

9 Protecting Data

Loft takes appropriate administrative, technical and organisational measures to prevent loss of, damage to and unauthorised destruction of personal data, and unlawful access to or processing of it, as section 20 of the Act requires. Loft designs its controls with reference to recognised frameworks, including ISO/IEC 27001 and the NIST Cybersecurity Framework; this is a reference point, not a claim of certification. Our safeguards include:

- individual accounts for everyone who accesses Loft systems, with role-based permissions and strong authentication;
- encryption of data in transit, and protection of stored data appropriate to its classification;
- secure software development, including peer review of code changes and testing that one client cannot access another client's data;
- separation of development, testing and live environments;
- security monitoring, logging of significant actions and alerting on unusual activity;
- managed backups and tested recovery procedures; and
- event-operations controls, including custody of scanners and devices, minimal offline datasets deleted after each event, and post-event clean-up.

We do not publish detailed security configurations, because doing so would weaken them. Clients may request further information about our controls under a confidentiality agreement.

10 Client Data Loft Processes

Where Loft processes personal data on behalf of a client, then unless our written agreement with the client provides otherwise, Loft:

- processes it only on the client's documented instructions, and raises any instruction it believes is unlawful before acting on it;
- has a written agreement with the client in place before processing begins;
- does not use client data for its own purposes, including product analytics, marketing, benchmarking or training artificial intelligence models, unless the client agrees in writing and a lawful basis exists;
- binds everyone who handles the data to confidentiality;
- engages subprocessors only as the agreement allows, on equivalent terms, and tells the client about changes;
- passes any request it receives from an individual about the client's data to the client within two working days, and helps the client respond;
- notifies the client of a personal data breach affecting its data without undue delay and within 24 hours of becoming aware of it;
- helps the client meet its own obligations under the Act, including impact assessments and enquiries from the PDPO; and
- returns or deletes the data at the end of the service, as the agreement requires, and confirms deletion on request.

11 Service Providers

Loft uses service providers for hosting, storage, communications, analytics, security and other functions. Before a provider processes personal data for Loft, Loft assesses its security, the locations where it processes data, its own subprocessors, its breach notification commitments and how it returns or deletes data. Every such provider is bound by a written contract requiring it to establish and maintain appropriate security measures, as section 21 of the Act requires, and is recorded in Loft's register of service providers.

12 Processing Outside Uganda

Some of Loft's providers process or store data outside Uganda, including in the United States of America. Section 19 of the Act permits this only where the country in which the data is processed or stored has adequate measures for protecting personal data, at least equivalent to those under the Act, or where the individual has consented. Before any such processing begins, Loft assesses the destination, reduces the data transferred where it can, applies contractual and technical safeguards in every case, obtains consent where equivalent protection has not been demonstrated, and records the transfer in its register, which it makes available to the PDPO on request. Data processed outside Uganda is not transferred onward to another country without the individual's express consent.

13 Special Personal Data and Payments

13.1 Special personal data. Loft processes special personal data only where section 9 of the Act permits it. Outside payment information, Loft's ticketing and access control services do not require special personal data.

13.2 Payments. Loft is not a bank or a licensed payment service provider; payments are processed by licensed payment providers. **Loft does not store card numbers, card security codes, PINs, mobile money PINs or one-time passwords.** Card details are captured by the payment provider, and mobile money PINs are entered only on the payer's own handset or the provider's interface. Loft keeps transaction records (reference, provider, method type, amount, currency, status, refund and reconciliation information). Because financial information is special personal data under section 9 of the Act, Loft obtains the individual's consent to processing it at the point of payment. Refunds, payouts and changes to settlement details are subject to role-based authorisation and additional approval controls.

14 Tickets and Admission Credentials

A valid ticket QR code, barcode or accreditation badge admits whoever presents it, so Loft treats live admission credentials as security-sensitive. Credentials are generated so that they cannot be guessed, are delivered only to the purchaser's chosen channel, are checked against their current status at every scan, and stop working the moment they are replaced, refunded or cancelled. Scanners receive only the data needed to decide whether a credential is valid, and offline datasets are deleted from devices after each event.

15 Children

Loft accounts and ticket purchases are for adults. Where a Loft service intentionally collects personal data relating to a child, such as accreditation for a youth tournament, the data is collected only with the prior consent of the child's parent or guardian, or where the law otherwise permits it, as section 8 of the Act requires. Children's photographs and identity data are classified as Restricted.

16 Analytics, Automated Processing and AI

16.1 Analytics. Where individual identity is not needed, Loft uses aggregated or anonymised data. Data is treated as anonymised only where no person can be re-identified by reasonable means.

16.2 Automated decisions. Every automated control that can block a purchase, cancel a ticket, deny admission or restrict an account has a human review route. Under section 27 of the Act, an individual can require that a decision significantly affecting them is not based solely on automated processing.

16.3 Artificial intelligence. Loft personnel use only AI tools approved by Loft, through Loft-controlled accounts, on terms that prevent the provider from training its models on Loft's data. Restricted information is never entered into AI tools. Any AI feature in a Loft product that processes personal data is assessed for privacy and security risk before launch.

17 Incidents and Personal Data Breaches

Loft maintains an incident response plan covering detection, containment, investigation, notification and review. Personnel must report any suspected incident immediately. Where Loft believes that personal data has been accessed or acquired by an unauthorised person, it notifies the PDPO immediately, as section 23 of the Act requires, and notifies affected individuals in the manner the PDPO determines. Every personal data breach is recorded, investigated to its root cause and reported to the PDPO as the Regulations require.

18 Requests from Individuals

Individuals may ask Loft to confirm and describe the personal data it holds about them, to correct or delete it, to stop processing that causes them unwarranted substantial damage or distress, to stop direct marketing, or to have an automated decision reconsidered. Loft's service standards are set out below. Each is no longer than the period the Act and the Regulations allow.

REQUEST	LOFT'S SERVICE STANDARD
Access to personal data (s.24)	Within 7 days
Correction or deletion (s.16)	Decision within 7 days
Objection to processing (s.7(3))	Without delay
Prevent harmful processing (s.25)	Within 14 days
Stop direct marketing (s.26)	Confirmed within 14 days
Reconsider an automated decision (s.27)	Within 14 days

Requests are free of charge. Loft verifies identity proportionately before acting, as section 24 permits, and deletes identity documents once a request is closed. Requests should be sent to **info@loftuganda.tech**, marked for the attention of the Data Protection Officer. Where Loft holds the data as a processor, Section 10 applies. Individuals may also complain to the PDPO at any time (**www.pdpo.go.ug**).

19 Compliance and Review

19.1 Monitoring. The Data Protection Officer runs a compliance programme covering Loft's records, impact assessments, request handling, incidents, service providers, access reviews and training. Compliance is assessed every year and reported to the Board.

19.2 Accuracy of what we say. Loft's statements to clients, in tenders and in security questionnaires, are based on evidence that the relevant controls operate. Loft does not claim certifications or controls it cannot evidence.

19.3 Enforcement. A breach of Loft's data rules by personnel leads to disciplinary action, up to and including dismissal, and a breach by a provider leads to contractual remedies. Unlawful obtaining or disclosure of personal data, its sale, and unauthorised access to computer systems are criminal offences under the Act and the Computer Misuse Act, and Loft reports suspected offences to the police.

19.4 Review. This Policy is reviewed every year, and sooner after a significant incident, a change in the law or in PDPO guidance, or a material change to Loft's systems or services. The date at the top shows when it was last updated.

20 Contact Us

Loft Technologies Limited

Plot 67A, Spring Road, Level 2, The Guardian, Bugolobi, Kampala, Uganda

Email: **info@loftuganda.tech** (for data matters, marked for the attention of the Data Protection Officer)

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loft

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