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.

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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

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